

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Eagleridge I, LLC against Lake Utility Services, Inc. for declaration that connections have been made and all amounts due have been paid, and mandatory injunction requiring refund of amounts paid under protest.

DOCKET NO. 150026-WS  
ORDER NO. PSC-15-0577-PAA-WS  
ISSUED: December 21, 2015

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman  
LISA POLAK EDGAR  
RONALD A. BRISÉ  
JULIE I. BROWN  
JIMMY PATRONIS

PROPOSED AGENCY ACTION ORDER GRANTING A REFUND OF THE INCREASED  
WASTEWATER MAIN EXTENSION CHARGE

BY THE COMMISSION:

Background

Eagleridge I, LLC (Eagleridge), is a Florida Limited Liability Company which develops properties in Lake County, Florida. Lake Utility Services, Inc. (LUSI), is a utility company providing water and wastewater service in Lake County, Florida, and is a wholly owned subsidiary of Utilities, Inc. Eagleridge developed a parcel of commercial property (the Development) located on U.S. Highway 27 in Clermont, Florida. The Development is commonly known as Golden Eagle Village, which consists of a Publix-anchored shopping center.

On April 29, 2010, Eagleridge entered into a letter agreement (the Contract) with LUSI. A copy of the Contract is attached as Attachment A. Pursuant to the Contract, in exchange for LUSI providing water and wastewater utility services to the Development, Eagleridge agreed to pay an up-front System Capacity Charge in the amount of \$87,242.36, Plan Review Fees in the amount of \$300, and Inspection Fees in the amount of \$150. The System Capacity Charges were based on the utility's approved water and wastewater plant capacity charges and the projected demand for the Development. In addition, Eagleridge was responsible for constructing the on-site water and wastewater lines necessary to connect the Development to the utility's existing lines, consistent with the utility's approved main extension policy. Eagleridge paid all fees and charges identified in the Contract. The Contract also contains waiver language, in pertinent part:

In consideration of this contribution, [LUSI] waive[d] all other tap fees/connection fees. Water and wastewater usage charges will be levied in accordance with our authorized tariff as required and approved by the Florida Public Service Commission.

Eagleridge proceeded with the Development, including obtaining all necessary permits. On August 10, 2010, Eagleridge applied for a Florida Department of Environmental Protection (DEP) permit to construct a wastewater collection line from the utility's existing collection system to the Development. In March 2011, Eagleridge submitted to DEP its Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation. A copy of the Request for Approval is attached as Attachment B. On March 18, 2011, Patrick Flynn, LUSI's Regional Director, signed the Request for Approval certifying to DEP that all connections to LUSI's wastewater facility had been completed to LUSI's satisfaction. On March 31, 2011, the DEP granted Eagleridge's application and the connection between the Development and LUSI's wastewater system was completed in April 2011.

On November 3, 2011, we granted LUSI's application for increase in water and wastewater rates.<sup>1</sup> Before we revised LUSI's main extension charge, the main extension charge was negotiable. We also revised the utility's water plant capacity and water and wastewater main extension charges. According to the order, LUSI's wastewater service availability policy provided that developers would install new collection lines and donate them to the utility. We approved a wastewater main extension charge that would allow the utility to collect the appropriate charge from a single property owner in lieu of donated lines.

On March 4, 2013, LUSI wrote a letter to Eagleridge stating that we granted LUSI the right to increase its wastewater main extension charge. LUSI's letter further stated that the new charge applied to the balance of the prepaid capacity fees for units that had yet to be connected for service. LUSI requested an additional main extension charge of \$63,625.20 based on the new main extension charges of \$4.44 per gallon (\$1,243/280 gallons per equivalent residential connection) and 14,330 gallons of reserved capacity yet to be assigned. The March 4, 2013, letter is attached as Attachment C.

The parties dispute whether LUSI is entitled to charge the increased wastewater main extension charge to Eagleridge. Eagleridge, relying on Rule 25-30.475, Florida Administrative Code (F.A.C.), argues that LUSI "may not charge the fees for services rendered or connections made prior to the effective date of the PSC Order."<sup>2</sup> The parties unsuccessfully attempted to resolve the dispute. Eagleridge, under protest, paid the increased fees to LUSI. Eagleridge recently sold the Development, but Eagleridge has retained all rights to pursue and recover a refund of the subject disputed fees.<sup>3</sup>

On January 8, 2015, Eagleridge filed a complaint with us requesting (i) a declaration that the fees are not applicable to Eagleridge where connections already have been made; (ii) a declaration that all amounts due and owing for service availability charges and connection fees have been paid by Eagleridge; and (iii) an order directing LUSI to immediately refund all monies paid under protest.<sup>4</sup> On January 20, 2015, LUSI filed a response to Eagleridge's complaint with

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<sup>1</sup> See Order PSC-11-0514-PAA-WS, issued November 3, 2011, in Docket No. 100426-WS, In re: Application for increase in water and wastewater rates in Lake County by Lake Utility Services, Inc. (November 2011 Order)

<sup>2</sup> See November 2011 Order.

<sup>3</sup> Id.

<sup>4</sup> Id.

the Office of Commission Clerk.<sup>5</sup> Our staff, in order to facilitate the review of the complaint filed by Eagleridge, issued a Data Request to LUSI.<sup>6</sup> LUSI responded to our staff's Data Request by letter.<sup>7</sup> On April 3, 2015, our staff held a conference call for the parties to discuss the complaint.<sup>8</sup> Eagleridge subsequently filed a supplemental filing in response to LUSI's answer to the complaint, LUSI's answer to our first data request, and LUSI's response to questioning during the conference call.<sup>9</sup>

We have jurisdiction over this matter pursuant to Chapter 367, Florida Statutes (F.S.) and Rule 25-30, F.A.C.

### Decision

To determine whether LUSI appropriately charged increased fees to Eagleridge, we reviewed the Contract, supporting documents, the date of connection, and our Rules. Both parties believe, pursuant to Rule 25-30.475(2), F.A.C., unless authorized by us and provided that customers have received notice, non-recurring charges, such as service availability charges, shall be effective for service rendered or connections made on or after the stamped approval date on the tariff sheets. We find that the crux of this complaint is whether the wastewater connection was completed prior to the new wastewater service availability charge we ordered.

### Eagleridge's Complaint

Eagleridge argues that the wastewater main extension charge of \$63,625.20 paid to LUSI under protest should be refunded because the Development was connected to the utility's collection system in April 2011, prior to us approving a new main extension charge for LUSI in November 2011. To support its argument, Eagleridge argues that (1) the contract provided that all other tap fees/connection fees would be waived in consideration of Eagleridge's payment of the service availability charges, (2) all connections to LUSI's wastewater system were made in April 2011 prior to the increase in service availability charges, and (3) LUSI was explicitly prohibited by our Rules and Order No. PSC-11-0514-PAA-WS (November 2011 Order) from charging the new service availability charge. Eagleridge argues that Rules 25-30.210, and 25-30.515, F.A.C., and Eager v. Florida Keys Aqueduct Authority, 580 So. 2d 771 (Fla. 3d DCA 1991), support their request for refund.

Pursuant to Rule 25-30.210(4), F.A.C., "service pipe" is defined as the pipe between the utility's main and the point of delivery, including the "pipe, fittings, and valves necessary to make the connection excluding the meter." Eagleridge argues that Rule 25-30.210(6), F.A.C.,

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<sup>5</sup> Document No. 00342-15, in Docket No. 150026-WS, Lake Utility Services, Inc.'s Answer to Complaint.

<sup>6</sup> Document No. 00817-15, in Docket No. 150026-WS, Staff Data Request.

<sup>7</sup> Document No. 00996-15, in Docket No. 150026-WS, Lake Utility Services, Inc.'s responses to our Staff's First Data Request.

<sup>8</sup> Document No. 01788-15, in Docket No. 150026-WS, Memo to all parties and interested persons advising of a conference to discuss the complaint.

<sup>9</sup> Document No. 02038-15, in Docket No. 150026-WS, Eagleridge I, LLC's Supplemental Filing In Response To Lake Utility Services, Inc.'s Answer To Complaint And Answer To Staff's First Data Request And Response To Staff's Questioning During April 3, 2015 Conference.

applies because the Rule provides that “point of delivery” is where the service pipe is connected to the utility company’s main. Regarding service availability policies or contracts, Rule 25-30.515(1), F.A.C., provides “active connection means a connection to the utility’s system at the point of delivery of service, whether or not service is currently being provided.” In August 2010, Eagleridge applied for a DEP permit to construct a wastewater collection line from the utility’s existing collection system to the Development. In March 2011, Eagleridge submitted its Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation to DEP. DEP approved Eagleridge’s request to place its wastewater main extension to LUSI’s collection system into service.

Eagleridge argues that the Contract contains a waiver of additional fees, in pertinent part:

In consideration of this contribution, we waive all other tap fees/connection fees. Water and wastewater usage charges will be levied in accordance with our authorized tariff as required and approved by the Florida Public Service Commission.

Eagleridge argues that this waiver provides that “all other ‘tap fees/connection fees’ would be ‘waived,’ while any water and wastewater usage charges would be levied as approved by the [Commission].”<sup>10</sup> Eagleridge argues that LUSI “does not have any legitimate basis to charge the fees to Eagleridge . . . [and] the water and wastewater connections have already been made and, by rule (i.e., Florida Administrative Code) and the PSC Order, LUSI is prohibited from charging the Fee to Eagleridge.”<sup>11</sup>

Further, Eagleridge argues that, pursuant to Eager, we should apply the “plain and unambiguous language in the [F.A.C.] to find that the connections were completed when LUSI’s service pipe was connected to Eagleridge’s piping.” Eagleridge argues that “LUSI is requesting that the [Commission] ignore the plain language of the [F.A.C.] under the guise of ‘interpretation.’” Eagleridge argues that we are obligated to apply the plain and unambiguous language of the F.A.C., which provides that a connection is completed when the utility’s service pipe is connected with the customer whether or not service is currently being provided.

#### LUSI’s Response

LUSI argues that it is entitled to collect the wastewater main extension charge approved by this Commission for the portion of the Development not yet receiving water service. To support its argument, LUSI argues that (1) the utility did not waive the right to collect the increased charges and (2) not all connections had been made when the increased charges were implemented. LUSI references H. Miller & Sons v. Hawkins, 373 So. 2d 913 (Fla. 1979), and Rules 25-30.210, and 25-30.515, F.A.C., in support of their arguments.

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<sup>10</sup> Document No. 00148-15, in Docket No. 150026-WS, Complaint Requesting Declaration That Connections Have Been Made and All Amounts Due Have Been Paid and Mandatory Injunction Requiring Refund Of Amounts Paid Under Protest.

<sup>11</sup> Id.

Citing H. Miller & Sons v. Hawkins, LUSI argues that contracts with public utilities are made subject to the reserved authority of the state, under the police power of express statutory or constitutional authority, to modify the contract in the interest of the public welfare without unconstitutional impairment of contracts. Regarding the waiver contained in the Contract, LUSI argues Eagleridge “misconstrues the waiver language” in that the “meaning of the waiver is that LUSI waived any other tap fees/connection fees that were in existence at that time” and “there is no significance in the language regarding usage charges.”<sup>12</sup> LUSI argues that the waiver language relates to any other tap fees/connection fees that were in existence at the time the contract was signed.

LUSI argues that Rule 25-30.210(7), F.A.C., should apply when determining the definition of “point of delivery.” Rule 25-30.210(7), F.A.C., provides “‘point of delivery’ for water systems shall mean the outlet connection of the meter for metered service or the point at which the utility’s piping connects with the customer’s piping for non-metered service.”

While LUSI argues that “[a] connection is not a connection for purposes of applying increases in service availability charges unless service has been previously implemented . . . the actual cost of maintaining sufficient capacity cannot be determined until the date that service actually initially commences.”<sup>13</sup> LUSI argues that “unless water service is active there can be no wastewater flow and therefore, no wastewater service is provided.” LUSI contends that a connection within the Eagleridge Development occurs only when a meter is installed after service is requested. Increasing service availability charges prevents current customers from subsidizing costs associated with future plant capacity. Referencing Rule 25-30.515(9), F.A.C., LUSI argues that Guaranteed Revenue Charges are designed to help the utility recover part of its cost from the time capacity is reserved until a customer begins to pay monthly service rates.

#### Waiver of Fees

Pursuant to the Contract, Eagleridge paid an up-front System Capacity charge, Plan Review Fees, and Inspection Fees to LUSI. The Contract included language which Eagleridge argues is a waiver of additional “tap fees/connection fees,” in pertinent part: “[i]n consideration of this contribution, [LUSI] waive all other tap fees/connection fees. Water and wastewater usage charges will be levied in accordance with our authorized tariff as required and approved by the Florida Public Service Commission.” LUSI argues that the waiver language related to any other tap fees/connection fees that were in existence at the time the contract was signed. Pursuant to 367.011(2), F.S., we have “exclusive jurisdiction over each utility with respect to its authority, service, and rates.” We find that the waiver language in the Contract would be insufficient to prevent LUSI from collecting fees when appropriate.

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<sup>12</sup> Document No. 00342-15, in Docket No. 150026-WS, Lake Utility Services, Inc.’s Answer to Complaint.

<sup>13</sup> Document No. 00342-15, in Docket No. 150026-WS, Lake Utility Services, Inc.’s Answer to Complaint.

### Donated Lines

The change we approved in the utility's wastewater main extension charge in November 2011 was to provide a charge that would be applicable to individual customers. Prior to the November 2011 Order, the utility's approved main extension policy allowed the utility to receive donated lines from a developer, but did not address the appropriate charge for a wastewater customer connecting to a main constructed by the utility.<sup>14</sup> In that Order, we approved a wastewater main extension charge that would allow the utility to collect the appropriate charge from a single property owner in lieu of donated lines.<sup>15</sup> Therefore, the main extension charge was not intended to be collected from a developer, such as Eagleridge, who constructed and donated a collection line to the utility. We find that because Eagleridge donated its lines, a charge cannot be assessed.

### Active Connection

Rule 25-30.210(6) and (7), F.A.C., define "point of delivery." We find that in this case the "point of delivery" for wastewater service is where the service pipe is connected to the utility company's main, as defined in Rule 25-30.210(6), F.A.C. Subsection (7) addresses "point of delivery" for a water system; therefore, it does not apply to this docket.

Pursuant to Rule 25-30.515(1), F.A.C., an "active connection means a connection to the utility's system at the point of delivery of service, whether or not service is currently being provided." Although it is LUSI's contention that an active connection was not made, in March 2011, DEP approved Eagleridge's request to place its wastewater main extension to LUSI's collection system into service. The DEP approval included the consent and understanding of the utility. We find that an active wastewater connection was made when the physical connection was completed, even though water service has not been provided to the entire Development. If DEP had not accepted the line into operation, we find, as mentioned above, that the terms in the Contract that parties refer to as a waiver would be insufficient to prevent LUSI from collecting fees. However, that is not the situation in this docket.

### Status of Contract

To determine whether LUSI appropriately charged increased fees to Eagleridge, staff assessed the status of the Contract at the time the fees were levied. Pursuant to our rules, we find that the Contract was fulfilled because (1) Eagleridge paid the up-front System Capacity Charge, including the other fees identified in the contract, when signed in April 2010; (2) the main extension charge should not have been charged because Eagleridge constructed and donated a collection line to the utility; and (3) LUSI's piping was connected to Eagleridge's Development and both DEP and the utility signed off on the active connection. Thus, it was an error for LUSI to charge Eagleridge \$63,625.20 in addition to what was contemplated in the Contract. Our analysis would end here if LUSI did not raise the argument that H. Miller & Sons applies to this docket.

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<sup>14</sup> November 2011 Order.

<sup>15</sup> Id. at 39.

Applicability of H. Miller & Sons

LUSI argues that under H. Miller & Sons, Inc. v. Hawkins, LUSI is permitted to increase service availability charges because the Commission has authority to change rates in a private contract between a utility and developer. In H. Miller & Sons, the developer, H. Miller and Sons, Inc., entered into an agreement with Cooper City Utilities, Inc., to obtain water and sewer utility service for a 500-unit subdivision. In early 1975, Miller completed the payments in accordance with the agreement. However, not all of the homes were connected to the utility system. In late 1975, this Commission, in Order No. 6953, issued on October 9, 1975, in Docket No. 750368-WS, In Re: Application of Cooper City Utilities, Inc., For Approval of Tariff Modifications, authorized the Utility to increase its wastewater main extension charges.

In H. Miller & Sons, the Supreme Court of Florida affirmed this Commission's decision to modify the contract in the interest of the public welfare based on the principle that contracts with public utilities are subject to the reserved authority of the state.<sup>16</sup> This Commission ordered Miller to "pay for all connections added to the Cooper City Utility Water and Sewer System after the effective date of Order No. 6953."<sup>17</sup>

We have applied H. Miller & Sons in over 40 cases. In an Order issued in 2001, as well as in fourteen prior Orders, we referenced H. Miller & Sons to explain "applicable service availability charges are those in effect at the time of actual connection, because the actual cost of maintaining sufficient capacity cannot be ascertained until that date."<sup>18</sup>

We find that LUSI would be correct that H. Miller & Sons applies only if the connection with Eagleridge had not yet been made at the time the Commission granted LUSI's application for increase in water and wastewater rates. We find that H. Miller & Sons is not applicable in this case because three events occurred before we granted a rate increase: (i) Eagleridge paid the up-front System Capacity Charge, including the other fees identified in the contract; (ii) LUSI's piping was connected to Eagleridge's Development; and (iii) DEP and the utility signed off on the active connection. Therefore, we find the Contract was fulfilled and that LUSI charged increased fees to Eagleridge in error.

We find that it was not appropriate for LUSI to charge increased fees to Eagleridge I, LLC. We find that the full amount of \$63,625.20, plus interest, shall be refunded to Eagleridge, pursuant to 25-30.360, F.A.C. We find that the interest shall be calculated pursuant to Rule 25-30.360(4), F.A.C., to the amount of \$1,737.32. Rule 25-30.360(2), F.A.C., contemplates that the refund amount shall be returned within 90 days of our final Order. We find that this docket shall remain open until the completion of the refund to Eagleridge. Upon our staff's verification that the refund has been completed, this docket shall be administratively closed.

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<sup>16</sup> H. Miller & Sons, 373 So. 2d at 915.

<sup>17</sup> Order No. 7650, issued February 21, 1977, in Docket No. 760299-WS, In re: H. Miller and Sons, Inc. v. Cooper City Utilities, Inc.

<sup>18</sup> Order No. PSC-01-0857-PAA-WS, issued April 2, 2001, in Docket No. 000610-WS, In re: Application for uniform service availability charges in Duval, Nassau, and St. Johns Counties by United Water Florida, Inc.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Lake Utility Services, Inc., shall refund the full amount of \$63,625.20, plus interest, to Eagleridge I, LLC, pursuant to 25-30.360, F.A.C. It is further

ORDERED that the interest shall be calculated pursuant to Rule 25-30.360(4), F.A.C., to the amount of \$1,737.32. It is further

ORDERED that the refund amount shall be returned within 90 days of our final Order, pursuant to Rule 25-30.360(2), F.A.C. It is further

ORDERED that this docket shall remain open until the completion of the refund to Eagleridge. It is further

ORDERED that upon our staff's verification that the refund has been completed, this docket shall be administratively closed. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto.

By ORDER of the Florida Public Service Commission this 21st day of December, 2015.



CARLOTTA S. STAUFFER

Commission Clerk

Florida Public Service Commission

2540 Shumard Oak Boulevard

Tallahassee, Florida 32399

(850) 413-6770

www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

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

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on January 11, 2016.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.



April 29, 2010

Mr. Daniel Butts, Senior Vice President  
~~BPL Eagleridge, L.L.C.~~ Eagleridge I, LLC  
P.O. Box 3010  
Winter Park, FL 32790

Re: Golden Eagle Village - Phase 1  
US Highway 27  
Clermont, Florida

Dear Mr. Butts:

As requested, our Company, Lake Utility Services, Inc. is willing to make water and wastewater utility service available to Phase 1 of the Golden Eagle Village in Lake County, Florida. It is our understanding that the project will consist of a 46,031 square foot grocery store, a combined 12,650 square foot building space for mixed retail and 5,800 square foot of building space with 387 seats for restaurant use.

As the Owner, the ~~BPL Eagleridge, L.L.C.~~ Eagleridge I, LLC will be responsible for the construction and installation of all necessary on-site water and wastewater collection facilities such as water services, water mains, fire hydrants, manholes, service laterals, valves and other facilities reasonably required to provide adequate utility service to your project. All facilities will be extended by the ~~BPL Eagleridge, L.L.C.~~ Eagleridge I, LLC to our existing 8" sanitary lateral located in the Lake County right of way on Eagle Ridge Boulevard and 12" potable water main also located within the right of way on Eagle Ridge Boulevard and the FDOT right of way on U.S. Highway 27 per utility plans.

All facilities installed by Owner will be in accordance with all governmental specifications and in conformance with the construction standards utilized in our existing facilities. Owner will indemnify our Company from any liability incurred during the installation of these facilities. All of the on-site and off-site sanitary facilities constructed up to the point of connection under the agreement shall remain under the ownership and responsibility of the Owner. All of the on-site and off-site water facilities up to the point of connection to each meter, as well as all necessary easements, shall be transferred to our Company at no cost. Plans and specifications will be submitted to our Company for review, and shall have received the written approval of our Company before construction is begun, which approval shall not be unreasonably withheld or delayed.

We are willing to provide the requested utility service in consideration of an up front System Capacity Charge in the amount of \$87,242.36, \$300 Plan Review Fee, and \$150 Inspection Fee. This reservation of capacity fee is based on your requested utility capacity requirements as provided through (7) 5/8" water meters, (5) 1.5" water meters, (1) 2" water meter and an 8" sanitary lateral. Meter and account set up fees will be assessed at the time of application. In consideration of this contribution, we waive all other tap fees/connection fees. Water and wastewater usage charges will be levied in accordance with our authorized tariff as regulated and approved by the Florida Public Service Commission.

a Utilities, Inc. company Lake Utility Services, Inc.

200 Weathersfield Ave. • Altamonte Springs, FL 32714-4027 • P:407-869-1919 • F:407-869-6961 • www.lutwater.com

Mr. Butts  
Page 2  
April 29, 2010

Eagleridge I, LLC *PKR*

If this proposal is acceptable to the ~~BPL~~ *Eagleridge, L.L.C.*, please sign and forward the original of this letter along with the required \$87,692.36 payment by May 14, 2010 to the attention of Bryan K. Gongre in our Altamonte Springs office.

If you have any other questions or concerns, please contact Bryan at 1.800.272.1919, extension 1360.

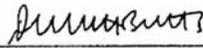
Sincerely,

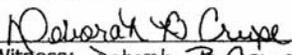
LAKE UTILITY SERVICES, INC.



Richard J. Durham  
Regional Vice President

ec: Patrick Flynn, Regional Director

  
Accepted: Daniel H. Butts

  
Witness: Deborah B. Crupe



**Florida Department of Environmental Protection**  
 Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

**REQUEST FOR APPROVAL TO PLACE A DOMESTIC WASTEWATER  
 COLLECTION/TRANSMISSION SYSTEM INTO OPERATION**

**PART I - INSTRUCTIONS**

- (1) This form shall be completed and submitted to the appropriate DEP district office or delegated local program for all collection/transmission system projects required to obtain a construction permit in accordance with Chapter 62-604, F.A.C.
- (2) Newly constructed or modified collection/transmission facilities shall not be placed into service until the Department has cleared the project for use.
- (3) All information shall be typed or printed in ink, and all blanks must be filled.

**RECEIVED**  
**MAR 29 2011**

**PART II - PROJECT DOCUMENTATION**

**DEP Central Dist.**

(1) Collection/Transmission System Permittee

Name Mr. Daniel Butts Title Senior Vice President  
 Company Name Eagleridge I, LLC  
 Address PO Box 3010  
 City Winter Park State FL Zip 32790-3010  
 Telephone (407) 622-1700 Fax (407) 622-1717 Email daniel@battagliagroup.com

(2) General Project Information

Project Name Golden Eagle Village Phase I  
 Construction Permit No. 0302221-001 Dated August 10, 2010  
 Is the entire project included under the collection/transmission system permit substantially complete?  Yes  No (If approval is being requested to place a portion of the project into operation, attach a copy of the site plan or sketch that was submitted with the application showing the portion of the project which is substantially complete and for which approval is being requested.)  
 Description of Portion of Project for Which Approval is Being Requested (including pipe length, total number of manholes and total number of pump stations) 2,491 LF of 8" PVC pipe, 19 manholes, and 0 pump stations  
 Expected Date of Connection to Existing System or Treatment Plant April 2011

(3) Treatment Plant Serving Collection/Transmission System

Name of Treatment Plant Serving Project Lake Groves WWTF  
 County Lake City Clermont  
 DEP permit number FL FLA010630-005-DW1 Expiration Date 08/06/2012

*Final*

*emailed 4-1-11 (S)*

For Department Use Only	
Date	<u>3-31-11</u> <u>4/1/2011</u>
By	<u>WJ</u> <u>WJB</u>
CLEARED FOR USE	

DEP Form 62-604.300(8/00)  
 Effective November 6, 2003

**Northeast District**  
 148 Governmental Center  
 Panama, Florida 32803-3794  
 856-595-8300

**Northeast District**  
 1923 Bayshoreway Way  
 Suite 200B  
 Jacksonville, Florida 32216-3299  
 904-607-3305

**Central District**  
 3319 Magnolia Blvd  
 Suite 232  
 Orlando, Florida 32805-3787  
 407-394-7555

**Southwest District**  
 3404 Conant Palm Drive  
 Tampa, Florida 33618-1318  
 813-784-4108

**South District**  
 2295 Victoria Ave  
 Suite 304  
 Fort Myers, Florida 33902-3549  
 238-332-6975

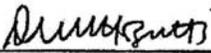
**Southeast District**  
 400 North Congress Ave  
 Suite 305  
 West Palm Beach, Florida 33401  
 561-481-6600

PART III - CERTIFICATIONS

(1) Collection/Transmission System Permittee

I, the undersigned owner or authorized representative\* of Eagleridge I, LLC certify that the engineer has provided us a copy of the record drawings for this project and if there is not already an existing applicable operation and maintenance (O&M) manual, one has been prepared for the new or modified facilities.

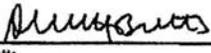
Also, I certify that, if we will not be the owner of this project after it is placed into service, we have provided a copy of the above mentioned record drawings and a copy of the above mentioned O&M manual, if applicable, to the person or system that will be the owner of this project after it is placed into service.

Signed  Date 3/14/11  
Name Daniel Butts Title Senior Vice President

\* Attach a letter of authorization.

(2) Owner of Collection/Transmission System After it is Placed into Service

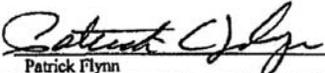
I, the undersigned owner or authorized representative\* of Eagleridge I, LLC certify that we accept the project as constructed and will be the owner of this project after it is placed into service. I agree to report any abnormal events in accordance with Rule 62-604.550, F.A.C. and promptly notify the Department if we sell or legally transfer ownership of the collection/transmission system. Also I certify that we agree to operate and maintain the facilities in accordance with the provisions of Chapter 403 Florida Statutes (F.S.) and applicable Department rules and that we have received a copy of the record drawings and O&M manual for this project and that these record drawings and O&M manual are available at the following location which is within the boundaries of the district office or delegated local program permitting the collection/transmission system:

Signed  Date 3/14/11  
Name Daniel Butts Title Senior Vice President  
Company Name BPL Eagleridge, LLC  
Address PO Box 3010  
City Winter Park State FL Zip 32790-3010  
Telephone (407) 622-1700 Fax (407) 622-1717 Email daniel@battagliagroup.com

\* Attach a letter of authorization.

(3) Wastewater Facility Serving Collection/Transmission System

I, the undersigned owner or authorized representative\* of the Lake Groves WWTF Wastewater facility hereby certify that the above referenced facility has adequate reserve capacity to accept the flow from this project and will provide the necessary treatment and disposal as required by Chapter 403, F.S., and applicable Department rules. Also, I certify that any connections associated with this project to the above referenced facility, which we operate and maintain, have been completed to our satisfaction and we have received a copy of the record drawings for this project.

Signed  Date 3/18/11  
Name Patrick Flynn Title Regional Director  
Address 200 Weathersfield Ave.  
City Altamonte Springs State FL Zip 32714  
Telephone (407) 869-1919 Fax (407) 869-6961 Email pcflyn@uiwater.com

\* Attach a letter of authorization.

(4) Professional Engineer Registered in Florida

I, the undersigned professional engineer registered in Florida, certify the following:

- that this project has been constructed in accordance with the construction permit and engineering plans and specifications or that, to the best of my knowledge and belief, any deviations from the construction permit and engineering plans and specifications will not prevent this project from functioning in compliance with Chapter 62-604, F.A.C.;
- that the record drawings for this project are adequate and include substantial deviations\*\* from the construction permit and engineering plans and specifications;
- that a copy of the record drawings has been provided to the permittee and to the wastewater treatment facility serving the collection/transmission system;
- that the O&M manual for this project has been prepared or examined by me, or by an individual(s) under my direct supervision, and that there is reasonable assurance, in my professional judgment, that the facilities, when properly maintained and operated in accordance with this manual, will function as intended; and
- that, to the best of my knowledge and belief, appropriate leakage tests have been performed and the new or modified facilities met the specified requirements.

This certification is based upon on-site observation of construction conducted by me or by a project representative under my direct supervision and upon a review of shop drawings, test results/records, and record drawings performed by me or by a project representative under my direct supervision.

The following is a description and explanation of substantial deviations\*\* from the construction permit and engineering plans and specifications for the substantially completed portion of this project. (Attach additional sheets if necessary.)

None.

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*J. Prowell*  
Date: 3-18-11

Name John Prowell Florida Registration No. 0059469  
Company Name VHB Miller Sellen  
Address 225 E. Robinson Street, Suite 300  
City Orlando State FL Zip 32801  
Telephone (407) 839-4006 Fax (407) 839-4008 Email jprowell@vhb.com

\*\* Substantial deviations are construction deviations greater than 10% from plans and specifications and any deviations which fall below minimum standards established in Rule 62-604, F.A.C.



March 4, 2013

Ms. Shannon Mitchell  
BPL Eagleridge, LLC  
P.O. Box 3010  
Winter Park, FL 32790

RE: Golden Eagle Village – Phase 1  
Increase in Wastewater Main Extension Charges

Dear Ms. Mitchell:

In December 2011, the Florida Public Service Commission granted Lake Utility Services, Inc. an increase in the amount of Wastewater Main Extension Charges that the Utility is entitled to recover per gallon of General Service (commercial) customers.

Per ERC	Previous Rate	New Rate
Main Extension	\$ none	\$4.44/gallon
Net Increase		\$4.44/gallon

This charge will be applied to the balance of the prepaid capacity fees for units that have yet to be connected for service. Our conversation the week of 2/25/2013 verified the number of units currently being served and their assigned capacity within the Golden Eagle Village indicating that there is 14,330 gallons of reserved capacity yet to be assigned. I have enclosed a spreadsheet with the breakdown. As a result, BPL Eagleridge, LLC will need to remit \$63,625.20 (\$4.44 x 14,330 gallons) in Wastewater Main Extension Charges. This amount will need to be received by Lake Utility Services, Inc. prior to any new meters being set within the project.

Should you have any questions, please feel free to contact me by calling 800.272.1919, extension 1360.

Sincerely,  
LAKE UTILITY SERVICES, INC.

A handwritten signature in cursive script that reads "Bryan K. Gongre".

Bryan K. Gongre  
Regional Manager

Enclosure