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ROBERT M. C. ROSE  
WAYNE L. SCHIFFELBEIN  
OF COUNSEL

August 27, 2002  
**VIA HAND DELIVERY**

RECEIVED FPSC  
AUG 27 PM 5:00  
COMMISSION  
CLERK

Ms. Patti Daniel  
Chief Bureau of Certification  
Division of Regulatory Oversight  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: IRD Osprey, LLC d/b/a Aquarina Utilities; PSC Docket No. 020091-WS  
Our File No. 36082.01

Dear Patti:

I apologize for the delay in getting you the information below in response to your extensive letter of inquiry. I have outlined below each of your questions and the company's responses thereto:

- Closing Date - The application indicates that the transfer will not occur until after Commission approval. The Agreement for Sale and Purchase (Agreement) provided with the application from Petrus Corp., General Partner of Petrus Group, L.P., Service Management Systems, Inc. (SMS), and Aquarina Club Corporation (collectively the sellers) to Indian River No. 1 Developers, LLC (Indian River, the buyer) is for a much larger transaction than just the utility assets. As such, the Agreement appears to have closed with an amount not to exceed \$1,500,000 being held in escrow pending Commission approval of the utility transfer. Subsequent to Commission approval, it appears that the transfer of utility assets will be evidenced by a separate special warranty deed and absolute bill of sale.**

AUS \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP \_\_\_\_\_  
COM \_\_\_\_\_  
CTR \_\_\_\_\_  
ECR \_\_\_\_\_  
GCL \_\_\_\_\_  
OPC \_\_\_\_\_  
MMS \_\_\_\_\_  
SEC   1    
OTH \_\_\_\_\_

**Please confirm the closing date of the Agreement and provide a copy of all executed closing documents relevant to the transfer of the utility. In particular, please provide an executed copy of the Consulting Agreement referred to in Item 3, below.**

**Response - You are correct in your characterization of the transaction as originally conceived. However, after consultation with me, the buyers moved forward with the acquisition of the utility before final approval by the Commission, understanding that they will be required to unwind the transaction if approval is not received.**

DOCUMENT NUMBER-DATE

09066 AUG 27 02

In addition and more importantly, while the original transaction was conceived as an asset purchase by my client, the buyer, ultimately when the closing occurred it resulted in an acquisition of the stock of the prior owner of the utility assets, Service Management Systems, Inc., which was subsequently dissolved at the end of May. Therefore, the assets of the utility are now in the hands of IRD Osprey, LLC d/b/a Aquarina Utilities as applied for.

I am attaching hereto a copy of all executed closing documents relative to the transfer of the utility, including a copy of the Consulting Agreement referred to in Item No. 3.

2. **Financial Ability - Thank you for correcting the initial filing to include Exhibit C, Indian River's Balance Sheet as of September 30, 2001. While Exhibit C has been accepted as a showing of financial ability pursuant to Rule 25-30.037(1)(j), Florida Administrative Code, it needs to be clarified and supplemented.**

- a) **The application indicates that Exhibit C was offered to show the financial strength of the entity that has a controlling interest in the utility as well as the remaining undeveloped property within the utility's service area. However, the application does not list Indian River as a corporate member of IRD Osprey, LLC (IRD).**

**Please indicate the relationship between Indian River and IRD as well as which members of Indian River are also members of IRD.**

Response (a) - You are correct that Indian River No. 1 Developers, LLC was the entity for whom the financial information was filed. The relationship to IRD Osprey, LLC, the utility owner, is that the two entities have common ownership.

- b) **Presumably Indian River's financial statement was offered because IRD will have no assets until after the transfer. If so, please provide a statement of Indian River's intent to pledge its resources on behalf of IRD to fulfill the commitments, obligations and representations of the seller with regard to utility matters.**

Response (b) - I am attaching hereto an affidavit from a representative of Indian River No. 1 Developers, LLC indicating an intent to fulfill the commitments and obligations of the seller with regard to utility matters and to fund the utility operations as and when needed.

- c) **Indian Rivers's Balance Sheet shows more in mortgage payable (\$4,900,000) than it does in real estate assets (\$4,844,514). The remaining assets appear to be intercompany receivables, deferred charges and**

**intangibles. It is difficult to ascertain the availability of these funds for utility operations. It is not enough for the application to indicate that Indian River has a vested interest in continued utility operations. Please indicate how Indian River intends to cover IRD's operating expenses until the development reaches a more advanced stage of build out.**

Response (c) - The utility does not anticipate incurring any substantial cost for capital additions in the near future. In addition, your point about the need for Indian River to "cover IRD's operating expenses until the development reaches a more advanced stage of build out" appears to be based upon a false premise. This is not an Original Certificate Application and the utility is expected to at least cover its own expenses of operation through revenues. The assets that the utility will have, along with the substantial assets of the related party who has pledged to assist in funding the utility, should be more than ample to deal with any unexpected capital needs or slight deficiencies in operating revenues.

In addition, and to alleviate your concerns, the real estate assets carried on the books of Indian River No. 1 Developers, LLC at \$4.8 million have recently been appraised at a value in excess of \$29 million. A copy of relevant portions of that appraisal report is attached for your information. Secondly, Indian River No. 1 Developers, LLC has recently entered into an agreement which will close in approximately two weeks from today's date, whereby the developer is selling a small portion of the listed property for \$4 million. The proceeds of that sale will be used entirely for the purpose of retiring the great majority of the outstanding mortgage debt reflected in the financial statements at \$4.9 million.

- d) **Finally, staff could find no record of proven longevity for the buyers. IRD was established on 7/16/01, MMJ Development, LLC (one of IRD's corporate members) was established on 7/11/01, and Indian River was established on 3/22/01. Please provide any supplemental information that will indicate financial experience or longevity on behalf of the members of IRD and Indian River. To the extent that the infusion of capital into either corporation rests on one or more the members, please provide financial statements for those member(s) along with a statement of intent to pledge their resources to support the continued viability of utility operations.**

Response (d) - It is not uncommon for a new entity to be created to own utility assets, nor for a new entity to be created to own development assets when an existing development and utility entity are acquired. We believe that the Application of IRD Osprey, LLC d/b/a Aquarina Utilities clearly demonstrates that the

technical ability will be there, based upon utilization of people experienced with operation of not only utilities in general, but this utility in particular. As to its financial ability, the longevity of the entity offering to back the utility is not a required part of a filing for transfer nor to my knowledge, is it a matter that has been stressed, much less required by the Commission in the past.

However, based upon the revised financial information and affidavit, as well as the additional explanation as outlined above concerning the expectation for funding needed for the utility, we believe the financial statement of Indian River No. 1 Developers, LLC and its promise to fund any capital needs of the utility, should be sufficient to qualify as "financial ability" to operate the utility.

The persons having the primary interest in the utility have been in the development business for many years, and while this is their first foray into ownership of a PSC regulated utility, they have hired professional operators and managers to assist them in that regard as outlined in the Application and above.

- Consulting Agreement -The Consulting Agreement with James H. Bates, President of SMS, was to be for a minium period of six months from the effective date of the Agreement in March of 200 1, but appears not to have begun until the Third Addendum to the Agreement was executed in September of 2001.**

**Please confirm whether the Consulting Agreement is in effect and the reason for the six month delay. Also, please indicate when the buyer intends to terminate the seller's consulting services.**

Response - You are correct in your characterization of the beginning of the Consulting Agreement as being in September of 2001 after the third Addendum to the Agreement was executed. Even though the six month duration of that Consulting Agreement has now passed, the owners of the utility continue to work with Mr. Bates and SMS as their consultant on utility matters on a month-to-month basis. However, while the contract is currently operated on a month-to-month basis, it is the intent of the owners to continue to utilize Mr. Bates and his company for management and operations of the utility system, until such time as the utility owners determine that another well qualified entity for this purpose should be hired to replace him. It should be noted that Mr. Bates is also a part-time employee of the utility and as such, is associated with the utility in more than simply a month-to-month management agreement. The buyer has no intention, at this time, of terminating the consulting services of SMS, and when they do so it will be only upon hiring persons whom they feel are qualified to assist in operation of the utility and the duties currently the responsibility of SMS.

Ms. Patti Daniel  
August 26, 2002  
Page 5

4. **Annual Reports and RAFs - Staff has confirmed that the utility's 2001 annual reports were timely filed. Please confirm that the buyer will be responsible for annual reports and RAFs for 2002 and beyond, regardless of when the transfer is approved.**

Response - It is the intention of the Buyer to be responsible for RAFs and Annual Reports for 2002 and beyond, regardless of when the transfer is approved.

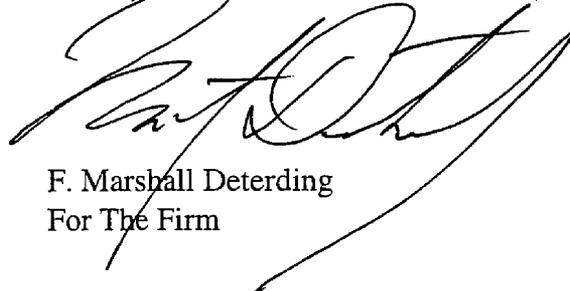
5. **Proposed Tariffs - For your convenience, you can now retrieve model tariffs from the Commission's Website at <http://www.floridapsc.com>. While it may appear to be easier to change the name and issuing officer on the existing tariffs rather than use the model tariffs, generally it is not. For most utilities, there is very little information that needs to be added to the model tariff. Generally this is only the utility specific territory description, which can be copied from the notice, and the utility specific rates and charges. On the other hand, there can be substantial structural changes and tariff modifications which need to be made to the existing tariffs before they can be re-issued which is the case with Aquarina Utilities' tariffs. Please refer to the enclosed copy of the proposed tariffs for specific changes. However, below are some general comments:**

Response - We have attached hereto revised Tariff Sheets incorporating the model tariffs as you suggested and making the corrections that you proposed.

Again, I apologize for the delay in responding to your letter. I trust that the above information and the attachments adequately answer your questions. Should you need anything further from me, please do not hesitate to contact me.

Sincerely,

ROSE, SUNDBSTROM & BENTLEY, LLP



F. Marshall Deterding  
For The Firm

FMD/tms

cc: Ms. Pat Brady  
Blanca S. Bayo  
Adriene Bining, Esq.

A. SETTLEMENT STATEMENT

U.S. DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT

B. Type of Loan:						
1	FHA;	2	FmHA;	3.	Con Inns.	
4	VA;	5.	Conv.Ins.	6	File No.	
				9722451 59	7	Loan No.
					8.	Mtg Ins. No.

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the Agent are shown. Items marked "P.O.C." were paid outside the Closing; they are shown for informational purposes and are not included in the totals.

D. NAME AND ADDRESS OF BORROWER. IRD Osprey, LLC, a Florida limited liability company  
7860 Peters Road, Suite F-111  
Plantation, FL 33324

F. NAME AND ADDRESS OF SELLER. Petrus Group, L.P., Kansas limited partnership  
235 Hammock Shore Drive  
Melbourne Beach, FL 32951

F. NAME AND ADDRESS OF LENDER:

G. PROPERTY LOCATION 235 Hammock Shore Drive  
Melbourne Beach, FL 32951

H. SETTLEMENT AGENT: Frazier, Hotta & Associates, P.A.  
PLACE OF SETTLEMENT: 2400 E Commercial Blvd., Suite 826, Ft Laud. FL 33308

J. SETTLEMENT DATE: April 16, 2002

J. SUMMARY OF BORROWER TRANSACTIONS			K. SUMMARY OF SELLER TRANSACTIONS		
100	GROSS AMOUNT DUE FROM BORROWER		400	GROSS AMOUNT DUE TO SELLER	
101	Real Property Sales Price	\$900,000.00	401	Real Property Sales Price	\$900,000.00
102	Utility Plant	\$480,000.00	402	Utility Plant	\$480,000.00
103	Settlement Charges to Borrower (from line 1400)	\$20,645.00	403		
104			404		
105			405		
	<b>ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:</b>			<b>ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:</b>	
106	City/Town Taxes		406	City/Town Taxes	
107	County taxes		407	County taxes	
108	Assessments to		408	Assessments to	
109	Water/Sewage pymts - 16 days @ \$636 66/day	\$10,186 56	409	Water/Sewage pymts - 16 days @ \$636 66/day	\$10,186 56
110	SunTrust Loan Supplemental Reserve CD	\$36,573 09	410	SunTrust Loan Supplemental Reserve CD	\$36,573 09
111	SunTrust Loan Repayment Reserve CD	\$6,520.11	411	SunTrust Loan Repayment Reserve CD	\$6,520 11
112			412		
120	GROSS AMOUNT DUE FROM BORROWER	\$1,453,924.76	420		\$1,433,279.76
200	AMTS PD BY OR ON BEHALF OF BORROWER		500	REDUCTIONS IN AMOUNT DUE SELLER	
201	Deposit or earnest money	\$150,000.00	501	Excess deposit	\$150,000 00
202	Principal amount of new loan(s)		502	Settlement charges (see line 1400)	\$20,563 00
203	Existing loan(s) taken subject to	\$172,347.10	503	Existing loan taken subject to:	\$172,347.10
204			504		
205	Credit for Homeowner's Association Pool	\$90,000 00	505	Credit for Homeowner's Association Pool	\$90,000 00
206	Credit for Homeowner's Association Recreation Facility	\$43,310 00	506	Credit for Homeowner's Association Recreation Facility	\$43,310 00
207			507		
208			508		
209			509		
	<b>ADJUSTMENT FOR ITEMS UNPD. BY SELLER:</b>			<b>ADJUSTMENT FOR ITEMS UNPD. BY SELLER:</b>	
210	City/Town taxes		510	City/Town taxes	
211	County taxes - 106 days @ \$35 07/day	\$3,717.42	511	County taxes - 106 days @ \$35 07/day	\$3,717 42
212	Assessments		512	Assessments	
213			513		
214			514		
215			515		
216			516		
217			517		
218			518		
219			519		
220	TOTAL PD BY/FOR SELLER	\$459,374.52	520	TOTAL REDUCTIONS IN AMTS DUE SELLER.	\$479,937.52
300	CASH REQUIREMENT PROVIDED BY BORROWER		600	CASH TO BE PROVIDED BY SELLER	
301	Gross amt. due from Borrower (line 120)	\$1,453,924.76	601	Gross amt due Seller (line 420)	\$1,433,279.76
302	Less amt paid for by Borrower	\$459,374.52	602	Less total reductions in amount due Seller (line 520)	\$479,937 52
303	Cash from Borrower	\$994,550.24	603	Cash to Seller	\$953,342.24

SETTLEMENT CHARGES			
TOTAL SALES / BROKERS COMMISSION. BASED ON PRICE: \$900,000.00		PD FROM BORROWER'S FUNDS AT SETTLEMENT	PD FROM SELLER'S FUNDS AT SETTLEMENT
<b>700 COMMISSION BROKERS/AGENTS/ATTORNEYS</b>			
701	Commission to D.J. Snapp Realty	\$18,000.00	\$18,000.00
702			
703	Commission Paid at Settlement		
704			
<b>800 FEES PAID BY BORROWER WITH LOAN</b>			
801	Lender paid Broker's fee to.		
802	Funding & Review fee to		
803	Tax registration to		
804	Flood determination fee to		
805	Daytime courier fee to		
806	Wire transfer fee to		
807	Document re-draw fee to		
808	Application fee to		
809	Messenger/Courier fee to		
810	Flood Cert fee to		
811	Warehouse fee to		
<b>900 FEES REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
901	Prepaid int: From to p/d		
902	Mortgage ins premium for		
903	Hazard ins. premium for		
904	Flood ins premium for		
905			
<b>1100 FEES PAID BY SELLER WITH LOAN</b>			
1101	Settlement or closing fee to		
1102	Abstract or title search to Thomas M Clark, P.A.	\$75.00	\$75.00
1103	Title examination		
1104	Title insurance bind to		
1105	Doc prep to Buyer		
1106	Attorneys fee to Frazier, Hotte & Associates, P.A	P.O.C.	
1107	Attorneys fee to Robert L. Beals, P.A. includes above item numbers:		P.O.C
1108	Title insurance to: Chicago Title Insurance Company includes above item numbers:		
1109	Lender's coverage. \$		
1110	Owner's coverage. \$		
1111	Endorsements:		
1112			
<b>1200 GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
1201	Recording: Deed-\$ ; Mtg.- \$ ; Rel.- \$		
1202	City/county tax/stamps: Deed-\$4,830.00; Mtg.\$	\$2,415.00	\$2,415.00
1203	State tax/stamps: Deed-\$ ; Mtg \$		
<b>1300 ADDITIONAL SETTLEMENT CHARGES</b>			
1301	Misc costs (FedX, L D , Courier, fax) to Frazier, Hotte & Assoc., P.A.	\$155.00	
1302	Mortgage payoff		
1303			
1304	Capital Connection - Corporate Supplies		\$73.00
1400	TOTAL SETTLEMENT CHARGES (Enter on lines 103 and 502)	\$20,645.00	\$20,563.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement

IRD Osprey, LLC, a Florida limited liability company

Petrus Group, L.P., a Kansas limited partnership

  
Borrower/Buyer

  
Seller

\_\_\_\_\_  
Borrower/Buyer Date Seller Date

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction I have caused or will cause the funds to be disbursed in accordance with this Statement

\_\_\_\_\_  
Robert W Frazier, Jr, Esq Date Settlement Agent Date

NUMBER

SHARES

# Service Management Systems, Inc.

**TOTAL AUTHORIZED ISSUE**  
10,000 SHARES PAR VALUE \$1.00 EACH  
COMMON STOCK

See Reverse for  
Certain Definitions

This is to Certify that IRD OSPREY, LLC is the owner of

Ten Thousand

*fully paid and non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.*

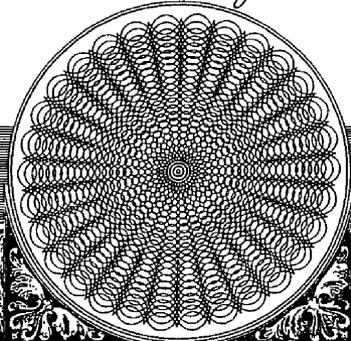
*Witness, the seal of the Corporation and the signatures of its duly authorized officers.*

Dated



James Bates,

SECRETARY



James Bates,

PRESIDENT



Total Gross Sellout - Conclusion

Utilizing prior sales activity within the Subject Property and comparable projects, we have estimated the end unit values for each of the various property types. It is our opinion that the estimated unit values are market oriented and would achieve the fastest absorption within the market. A list of the Subject Property's gross sellout is contained below.

UNIT/TRACT	\$/UNIT	ACRES	UNITS C&P	DENSITY	GROSS
Seahawk Stg. 4 Tr. 6 & 7	\$230,000		4		\$920,000
Undeveloped Ocean Stg. 3 Tr. IV	\$230,000	3.76	13	3.46	\$2,990,000
Clubhouse/Restaurant Site	\$230,000	3.63	9	2.48	\$2,070,000
River Oaks	\$90,000		7		\$630,000
Osprey Villas at Aquarina	\$70,000		15		\$1,050,000
D - A1A Villas Stg 3 Tr II	\$70,000	4.04	22	5.45	\$1,540,000
E - See G Stg. 4 Tr. I		2.90			
F - Golf Villas Stg 4 Tr. IV	\$70,000	6.10	33	5.41	\$2,310,000
G - Golf Villas w/ E Stg 4 Tr. III	\$70,000	2.90	30	5.17	\$2,100,000
H - SF Stg. 4 Tr II	\$100,000	6.00	21	3.50	\$2,100,000
I - River MF Stg. 4 Tr. V	\$24,000	7.60	117	15.00	\$2,808,000
J - River MF Stg 4 Tr VIII	\$70,000	6.39	32	5.01	\$2,240,000
Marina Stg. 4 Tr. IX		1.50			\$327,000
Commercial Site Stg. 3 Tr. I Unit II	\$70,000	3.22	16	4.97	\$1,120,000
A-1; Hotel Site A1A Stg 5 Tr I	\$27,000	5.93	90	15.18	\$2,430,000
2 lots admin. bldg.			1.13	See River Oak	
Golf Course		95.43			\$2,400,000
Utility		2.37			\$1,380,000
RV Storage		1.00			
Recreation Site - Villas	\$65,000	4.13	21	5.00	\$1,342,250
<b>Subtotals</b>		<b>158.23</b>	<b>430</b>		<b>\$29,767,250</b>

Absorption

The question of absorption is a critical part of the evaluation process, as it provides a timeline over which sales receipts will occur. This process is one of the most difficult estimates, since absorption rates for future sales are dependent upon external factors such as the national economy, local economy, recent actions of the stock market, availability of mortgage funds, and the supply of competitive units.

WATER TARIFF

IRD OSPREY, LLC  
D/B/A AQUARINA UTILITIES  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

IRD OSPREY, LLC  
D/B/A AQUARINA UTILITIES  
NAME OF COMPANY

7860 Peters Road, Suite F-111

Plantation, Florida 33324  
(ADDRESS OF COMPANY)

(954) 370-7788  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

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Communities Served Listing .....	4.0
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Standard Forms .....	18.0
Technical Terms and Abbreviations .....	5.0
Territory Authority .....	3.0

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 517-W

COUNTY - Brevard

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
22075	10/19/89	880595-WS	Original Certificate
23059	06/11/90	900167-WS	Territory Amendment
PSC-0119-FOF-WS	03/30/92	911129-WS	Territory Amendment
PSC-97-0206-FOF-WS	02/21/97	960095-WS	Name Change
PSC-97-0206A-FOF-WS	03/05/97	960095-WS	Amendatory Order
PSC-97-0918-FOF-WS	08/04/97	970093-WS	Transfer Majority Control

(Continued to Sheet No. 3.1)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

(Continued from Sheet No. 3.0) .

DESCRIPTION OF TERRITORY SERVED

(Continued to Sheet No. 3.2)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: JRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

(Continued to Sheet No. 3.3)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Brevard	AQUARINA I	GS, RS, MS IR	12.0 13.0
Brevard	AQUARINA II	GS, RS, MS IR	12.0 13.0
Brevard	ST. ANDREWS	GS, RS, MS IR	12.0 13.0

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is IRD Osprey, LLC d/b/a Aquarina Utilities.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.

8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

(Continued from Sheet No. 7.0)

- 9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the Customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

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Residential Service, RS .....	12.0
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NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

RESIDENTIAL, MULTI-RESIDENTIAL, GENERAL SERVICE

RATE SCHEDULE

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

<u>RATE</u>	<u>METER SIZE</u>	<u>BASE FACILITY CHARGE</u>
	5/8" x 3/4"	\$ 16.60
	3/4"	24.89
	1"	41.50
	1 1/2"	83.00
	2"	132.79
	3"	265.58
	4"	414.97
	6"	829.93
	<u>Gallonage Charge</u>	\$5.15 Per 1,000 gallons

- MINIMUM BILL - The applicable 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.
- EFFECTIVE DATE -
- TYPE OF FILING - Transfer of Certificate

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE



NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

CUSTOMER DEPOSITS  
(NOT APPLICABLE)

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of \_\_\_\_\_ each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING -

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

METER TEST DEPOSITS

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

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

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

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES  
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES - IRRIGATION SERVICE

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$Actual Cost <sup>1</sup>	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	\$Actual Cost <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (350GPD) .....	\$	
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __ GPD) .....	\$	
All others-per gallon/month .....	\$	
<u>Inspection Fee</u> .....	\$Actual Cost <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC (350GPD) .....	\$50.00	
All others-per gallon .....	\$ .14	
or		
Residential-per lot ( __ foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$150.00	
3/4" .....	\$Actual Cost	
1" .....	\$Actual Cost	
1 1/2" .....	\$Actual Cost	
2" .....	\$Actual Cost	
Over 2" .....	\$Actual Cost <sup>1</sup>	
<u>Plan Review Charge</u> .....	\$Actual Cost <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC (350_GPD) .....	\$250.00	
All others-per gallon .....	\$ .71	
<u>System Capacity Charge</u>		
Residential-per ERC ( __ GPD) .....	\$	
All others-per gallon .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered by a Customer.

EFFECTIVE DATE -  
TYPE OF FILING - Transfer of Certificate

NATHAN KALICHMAN  
 ISSUING OFFICER

MANAGING MEMBER  
 TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

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NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

APPLICATION FOR WATER SERVICE

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date service should begin \_\_\_\_\_

Service requested: Water \_\_\_\_ Wastewater \_\_\_\_ Both \_\_\_\_

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff.
4. Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require written notice within 20 days prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

WATER TARIFF

APPLICATION FOR METER INSTALLATION

SEE APPLICATION FOR WATER SERVICE, SHEET No. 20.0

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

COPY OF CUSTOMER'S BILL

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WATER TARIFF

SERVICE AVAILABILITY POLICY

There shall be a main extension charge of \$75.00 per ERC (350 gallons per day) and a plant capacity charge of \$835.00 per ERC for potable water. There shall be a main extension charge of \$50.00 per ERC and a plant capacity charge of \$250.00 per ERC for non-potable (irrigation) water. Meter installation fees for potable and non-potable water are as follows:

<u>Meter Size</u>	<u>Potable Charge</u>	<u>Non-Potable Charge</u>
5/8" x 3/4"	\$150.00	\$150.00
3/4"	Actual Cost	Actual Cost
1"	Actual Cost	Actual Cost
1 1/2"	Actual Cost	Actual Cost
2"	Actual Cost	Actual Cost
Over 2"	Actual Cost	Actual Cost

These charges shall apply only to new Customers who connect to the system. Customers who are currently connected to the system are not subject to these charges.

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

WASTEWATER TARIFF

IRD OSPREY, LLC  
D/B/A AQUARINA UTILITIES  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

IRD OSPREY, LLC  
D/B/A AQUARINA UTILITIES  
NAME OF COMPANY

7860 Peters Road, Suite F-111

Plantation, Florida 33324  
(ADDRESS OF COMPANY)

(954) 370-7788  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

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NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 450-S

COUNTY - Brevard

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
22075	10/19/89	880595-WS	Original Certificate
23059	06/11/90	900167-WS	Territory Amendment
PSC-92-0119-FOF-WS	03/30/92	911129-WS	Territory Amendment
PSC-97-0206-FOF-WS	02/21/97	960095-WS	Name Change
PSC-97-0206A-FOF-WS	03/05/97	960095-WS	Amendatory Order
PSC-97-0918-FOF-WS	08/04/97	970093-WS	Transfer Majority Control

(Continued to Sheet No. 3.1)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

(Continued to Sheet No. 3.2)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

(Continued to Sheet No. 3.3)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Brevard	Auarina I	GS	12.0
		RS, MS, IR	13.0
		RSS	14.0
Brevard	Auarina II	GS	12.0
		RS, MS, IR	13.0
		RSS	14.0
Brevard	St. Andrews	GS	12.0
		RS, MS, IR	13.0
		RSS	14.0

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the Company which is IRD Osprey, LLC d/b/a Aquarina Utiliites.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

(Continued to Sheet No. 5.1)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipe between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	9.0	13.0
Adjustment of Bills .....	10.0	20.0
Applications .....	7.0	3.0
Applications by Agents .....	7.0	4.0
Change of Customer's Installation .....	8.0	10.0
Continuity of Service .....	8.0	8.0
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Delinquent Bills .....	9.0	16.0
Evidence of Consumption .....	10.0	22.0
Extensions .....	7.0	6.0
Filing of Contracts .....	10.0	21.0
General Information .....	7.0	1.0
Inspection of Customer's Installation .....	8.0	11.0
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Payment of Water and Wastewater Service Bills Concurrently .....	9.0	17.0
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Protection of Company's Property .....	9.0	12.0
Refusal or Discontinuance of Service .....	7.0	5.0
(Continued to Sheet No. 6.1)		

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
Right-of-way or Easements .....	9.0	14.0
Termination of Service .....	10.0	18.0
Type and Maintenance .....	8.0	9.0
Unauthorized Connections - Wastewater .....	10.0	19.0

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company with wastewater service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

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NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- | <u>RATE</u> | <u>METER SIZE</u>   | <u>BASE FACILITY CHARGE</u> |
|-------------|---------------------|-----------------------------|
|             | 5/8" x 3/4"         | \$ 14.51                    |
|             | 3/4"                | 21.76                       |
|             | 1"                  | 36.26                       |
|             | 1 1/2"              | 72.52                       |
|             | 2"                  | 116.05                      |
|             | 3"                  | 232.08                      |
|             | 4"                  | 362.61                      |
|             | 6"                  | 725.25                      |
|             | <u>Gallage Rate</u> |                             |
|             | Per 1,000 gallons   | \$ 4.51                     |
- MINIMUM BILL - The applicable 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.
- EFFECTIVE DATE - Transfer of Certificate

TYPE OF FILING

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

RESIDENTIAL & MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE RS & MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>	<u>METER SIZE</u>	<u>BASE FACILITY CHARGE</u>
	5/8" x 3/4"	\$ 14.51
	3/4"	21.76
	1"	36.26
	1 1/2"	72.52
	2"	116.05
	3"	232.08
	4"	362.61
	6"	725.25
	<u>Gallage Rate</u>	
	Per 1,000 gallons	\$ 4.51

MINIMUM BILL - The applicable 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.

EFFECTIVE DATE - Transfer of Certificate

TYPE OF FILING

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

RESIDENTIAL - SEWER ONLY

RATE SCHEDULE RSS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For sewer only residential service, where water is not provided by the Company.

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

SEWER ONLY RATES -

<u>Meter Size</u>	<u>Monthly Charge Per Unit</u>
All Meter Sizes	\$37.06 Flat Rate
No Gallonage Rate	

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - New Class of Service

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

CUSTOMER DEPOSITS  
(Not Applicable)

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of \_\_\_\_\_ each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING -

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE

TYPE OF FILING - Transfer of Certificate

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES  
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAIL. POLICY AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	\$Actual Cost <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ( )GPD .....	\$	
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( )GPD .....	\$	
All others-per gallon/month .....	\$	
Inspection Fee .....	\$Actual Cost <sup>1</sup>	
Main Extension Charge		
Residential-per ERC (280 GPD) .....	\$365.00	
All others-per gallon .....	\$ 1.30	
or		
Residential-per lot ( )foot frontage) .....	\$	
All others-per front foot .....	\$	
Plan Review Charge .....	\$Actual Cost <sup>1</sup>	
Plant Capacity Charge		
Residential-per ERC (280 GPD) .....	\$560.00	
All others-per gallon .....	\$ 2.00	
System Capacity Charge		
Residential-per ERC ( )GPD) .....	\$	
All others-per gallon .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered by a Customer.

EFFECTIVE DATE -  
TYPE OF FILING - Transfer of Certificate

NATHAN KALICHMAN  
 ISSUING OFFICER  
  
MANAGING MEMBER  
 TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	19.0

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City

State

Zip

Service Address \_\_\_\_\_

City

State

Zip

Date service should begin \_\_\_\_\_

Service requested: Water \_\_\_ Wastewater \_\_\_ Both \_\_\_

By signing this agreement, the Customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require written notice within 20 days prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

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NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE

NAME OF COMPANY: IRD OSPREY, LLC D/B/A AQUARINA UTILITIES

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

There shall be a main extension charge of \$365.00 per ERC (280 gallons per day) and a plant capacity charge of \$560.00 per ERC charged to new Customers of the system. These charges shall not apply to Customers who are currently connected to the system. These charges are to be assessed on new Customers only.

NATHAN KALICHMAN  
ISSUING OFFICER

MANAGING MEMBER  
TITLE