

Eric Fryson

From: Gerard Connolly [gpconnollyjr@gmail.com]
Sent: Monday, January 09, 2012 7:27 PM
To: Filings@psc.state.fl.us
Subject: Docket No. 110302-WU, Responses to RAI

Attachments: Raintree Harbor Utilities, LLC Response to RAI 1-9-2012.pdf



Raintree
Harbor Utilities, LLC

Good evening,

This is an electronic filing of responses to staffs request for additional information for the transfer of the Raintree Harbor Water system in Lake County, Docket No. 110302-WU. The attached file is 29 pages and contains responses to Staff's request for additional information, dated December 14, 2011. Please let me know if you have any questions or need more information. Thank you.

Gerard P. Connolly, P.E.
Raintree Harbor Utilities, LLC
P.O. Box 350065
Grand Island, FL 32735
(352) 459-8747
gpconnollyjr@gmail.com

DOCUMENT NUMBER-DATE
00170 JAN 10 2012
FPSC-COMMISSION CLERK

January 9, 2012

Via e-filing

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

Re: Docket No. 110302-WU

Dear Ms. Cole;

Please find the following responses to Ms. Patti Daniel's request for additional information for the application for transfer of Raintree Utilities, Inc.'s Raintree Harbor water system in Lake County to Raintree Harbor Utilities, LLC, granting a water certificate to Raintree Harbor Utilities, LLC and amending Certificate No. 539-W held by Raintree Utilities, Inc.

Additional Information Request #1 – Public Interest

Rule 25-30.037(2)(j), Florida Administrative Code (F.A.C.), requires that the application include a statement indicating how the transfer is in the public interest, including, among other things, a showing of the buyer's financial ability to provide service. Please provide a showing of the applicant's financial capability to provide service, such as a recent personal financial statement showing the buyer's assets and liabilities.

Response:

Attachment A is a financial statement from an account of the owner of Raintree Harbor Utilities, LLC, which shows the owner has the financial capability to provide service to the Raintree Harbor water system.

Additional Information Request #2 – Net Book Value

Rule 25-30.037(2)(1), F.A.C., requires the net book value of the system as of the date of the proposed transfer. If rate base has previously been established by the Commission, the rule requires the order number and date issued and the identity of all adjustments made to update that rate base to the date of transfer. The application indicates rate base was last established for the Raintree Harbor water system in the amount of \$57,852, as of September 2008, by Order No. PSC-08-0483-PAA-WU, issued July 25, 2008, in Docket No. 070627-WU. The application estimates rate base for the Raintree Harbor water system as \$51,048, as of December 31, 2010. However, Raintree's 2010 annual report indicates a net book value for the Raintree Harbor water system of \$69,420. Please provide documentation supporting the estimated net book value of \$51,048 using the National Association of Regulatory Commissioner's Uniform System of Accounts.

DOCUMENT NUMBER-DATE

00170 JAN 10 02

FPSC-COMMISSION CLERK

Response:

Raintree Harbor Utilities, LLC was incorrect in stating rate base at \$51,048 in the original application. Based upon the 2010 Annual Report from Raintree Utilities, Inc., Utility Plant in Service was \$256,925, Total Accumulated Depreciation was \$167,215 and Contributions in Aid of Construction was \$20,290. Therefore, the correct rate base for the Raintree Harbor water system was \$69,240 as of December 31, 2010. Attachment B is documentation supporting the correct net book value using the National Association of Regulatory Commissioner's Uniform System of Accounts.

Additional Information Request #3 –Proof of Ownership

Rule 25-30.037(2)(q), F.A.C., requires that the application contain evidence that the utility owns the land upon which the utility treatment facility is located, or a copy of an agreement which provides for the continued use of the land, such as a 99-year lease. Please provide a draft of the conveyance which will transfer ownership, or long-term use, of the land under the Raintree Harbor water treatment facility from the seller to the buyer should the transfer be approved. The conveyance does not need to be executed nor recorded until the Commission makes a determination on the transfer.

Response:

Attachment C is a draft document that will be used for the conveyance of the water treatment plant property which will transfer ownership from the seller, Raintree Utilities, Inc., to the buyer, Raintree Harbor Utilities, LLC.

Additional Information Request #4 –Tariff

Rule 25-30.037(2)(q), F.A.C., requires the original and two copies of sample tariff sheets reflecting the change in ownership. While the application contained a sample tariff for the transfer of ownership to the buyer, a sample tariff deleting references to the Raintree Harbor water system will need to be submitted for the seller. Please contact staff for the specific changes that will be necessary to seller's existing tariff.

Response:

Attachment D contains revised tariff sheets to the seller's existing tariff as directed by PSC Staff. However, Raintree Utilities, Inc contends that on Page 15 of Order No. PSC-08-0483-PAA-WU, Raintree Utilities, Inc was granted the appropriate plant capacity charge for the Bentwood water system at \$2,600 and the meter installation fee at \$193. A copy of Page 15 of that Order is attached at the end of attachment D.

Additional Information Request #5 – System Capacity Charge

In your proposed tariff on Original Sheet No. 26.0, you requested a system capacity charge of \$250. The seller's current service availability charges tariff lists a meter installation charge of \$193.00, with no other charges. It is staff's understanding that the Raintree Harbor water system is built-out. Please explain why you are proposing a \$250.00 system capacity charge.

Response:

Staff is correct that the system is built out. There are 3 empty lots within the Raintree Harbor development that Raintree Harbor Utilities, LLC thought were undeveloped. However after further research, these properties are owned by the Homeowner's Association, are dedicated for drainage and are not suitable for development. Also, Raintree Utilities, Inc. had a system capacity fee in their Tariff's Original Sheet No. 23.0. The system capacity fee was removed when Original Sheet No. 23.0 was cancelled by First Revised Sheet No. 23. Therefore, the proposal to impose a \$250.00 system capacity charge will be withdrawn by Raintree Harbor Utilities, LLC. Attachment E contains revised tariff sheets, removing the system capacity charge.

If you have any questions or need additional information, please feel free to contact me at (352) 459-8747 or via email at gpconnollyjr@gmail.com. Thank you.

Sincerely,

RAINTREE HARBOR UTILITIES, LLC.



Gerard P. Connolly Jr., P.E.

Enclosures

ATTACHMENT A

FINANCIAL STATEMENT SHOWING OWNER'S FINANCIAL CAPABILITY TO PROVIDE SERVICE



DOCUMENT NUMBER-DATE

00170 JAN 10 20

FPSC-COMMISSION CLERK



[print this page](#)

457 Plan Summary as of 01/03/2012

Plan Sponsor Number: .

Account Number:

Account Balances

Money Source	Fund Value
Salary Reduction	\$ 8,117.01
Rollover (Pre-Tax)	\$ 100,362.99
Fund Balance:	\$ 108,480.00

Personal Information

GERARD P CONNOLLY JR
 3225 SITE TO SEE AVE
 EUSTIS, FL 32726-2345
 (407) 362-8820
 jconnolly@govmserv.com

[Update personal information](#)

Take an in-depth look at your retirement outlook in just 10 minutes. Visit the *On Your Side* Interactive Retirement PlannerSM

Contributions from last payroll

2012 Contributions and Transfers/Rollovers-In

Type	Amount
Contributions	\$ 0.00
Transfers/Rollovers-In	\$ 0.00
Total Contributions and Transfers/Rollovers-In:	\$ 0.00

Money Source	Actual	Requested
Salary Reduction	\$ 250.00	\$ 250.00
Total Contributions:	\$ 250.00	

from last payroll

[Change Contribution Amount](#)

[Why might Actual and Requested amounts be different?](#)

Balances Table

[Account Activity](#) [by Fund](#) [by Source](#) [by Fund and Source](#) [Graphically](#)

For the period of 01/01/2012 to 01/03/2012

Account Activity	Value
Previous Quarter Balance	\$ 0.00
Deposits	\$ 0.00
Dividends	\$ 0.00
Loan Payments	\$ 0.00
Market Gain/Loss & Interest	\$ 108,480.00
Charges	\$ 0.00
Withdrawals	\$ 0.00
Current Balance:	\$ 108,480.00

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ATTACHMENT B

RAINTREE HARBOR WATER SYSTEM RATE BASE WORKSHEET

RAINTREE HARBOR RATE BASE WORKSHEET

Plant Assets		9/30/2007	12/31/2007	12/31/2008	12/31/2009	12/31/2010
303	Land and Land Rights	\$ 5,740.00	\$ 5,740.00	\$ 5,740.00	\$ 5,740.00	\$ 5,740.00
304	Structures and Improvements	\$ 6,960.00	\$ 6,960.00	\$ 6,960.00	\$ 6,960.00	\$ 6,960.00
307	Wells and Springs	\$ 24,733.37	\$ 24,733.37	\$ 24,733.37	\$ 24,733.00	\$ 24,733.00
309	Supply Mains, Master Meter	\$ 3,091.00	\$ 3,236.00	\$ 4,179.00	\$ 4,179.00	\$ 4,179.00
311	Pumping Equipment	\$ 29,468.00	\$ 29,468.00	\$ 29,468.00	\$ 37,318.00	\$ 40,241.00
320	Water Treatment Equipment	\$ 46,937.00	\$ 46,937.00	\$ 64,258.00	\$ 64,258.00	\$ 64,258.00
330	Distr Reservoirs, Hydro Tanks	\$ 11,448.00	\$ 11,448.00	\$ 11,448.00	\$ 11,448.00	\$ 11,448.00
331	T&D Mains	\$ 62,668.00	\$ 62,668.00	\$ 62,668.00	\$ 62,668.00	\$ 62,668.00
333	Services - Lateral	\$ 11,580.00	\$ 11,580.00	\$ 11,580.00	\$ 11,580.00	\$ 11,580.00
334	Meters and Meter Installation	\$ -				
335	Fire Hydrants	\$ 12,879.00	\$ 12,879.00	\$ 12,879.00	\$ 12,879.00	\$ 12,879.00
336	Backflow Prevention Devices					\$ 6,500.00
340	Office Equipment	\$ -	\$ 5,738.62	\$ 5,739.00	\$ 5,739.00	\$ 5,739.00
Total Plant Assets		\$ 215,504.37	\$ 221,387.99	\$ 239,652.37	\$ 247,502.00	\$ 256,925.00
Plant Accumulaed Depreciation						
304	Structures and Improvements	\$ 5,167.00	\$ 5,285.00	\$ 5,543.00	\$ 5,801.00	\$ 6,059.00
307	Wells and Springs	\$ 11,805.00	\$ 12,034.00	\$ 12,950.00	\$ 13,866.00	\$ 14,677.00
309	Supply Mains, Master Meter	\$ 3,091.00	\$ 1,981.00	\$ 2,078.00	\$ 2,209.00	\$ 2,340.00
311	Pumping Equipment	\$ 23,645.00	\$ 24,685.00	\$ 26,418.00	\$ 28,274.00	\$ 25,069.00
320	Water Treatment Equipment	\$ 42,317.00	\$ 43,974.00	\$ 46,904.81	\$ 50,685.00	\$ 54,465.00
330	Distr Reservoirs, Hydro Tanks	\$ 7,025.00	\$ 7,112.00	\$ 7,459.00	\$ 7,805.00	\$ 8,153.00
331	T&D Mains	\$ 33,583.00	\$ 33,808.00	\$ 35,457.00	\$ 37,106.00	\$ 38,755.00
333	Services - Lateral	\$ 6,715.00	\$ 6,785.00	\$ 7,118.00	\$ 7,321.00	\$ 7,652.00
334	Meters and Meter Installation	\$ -		\$ -		
335	Fire Hydrants	\$ 6,520.00	\$ 6,601.00	\$ 6,923.00	\$ 7,245.00	\$ 7,567.00
336	Backflow Prevention Devices					\$ 54.00
340	Office Equipment	\$ -	\$ 430.00	\$ 1,095.00	\$ 1,760.00	\$ 2,424.00
Total Plant Accumulated Depreciation		\$ 139,868.00	\$ 142,695.00	\$ 151,945.81	\$ 162,072.00	\$ 167,215.00
Net Water Utility Plant		\$ 75,636.37	\$ 78,692.99	\$ 87,706.56	\$ 85,430.00	\$ 89,710.00
	CIAC	\$ (29,750.00)	\$ (29,750.00)	\$ (29,750.00)	\$ (29,750.00)	\$ (29,750.00)
	Amort of CIAC	\$ 5,207.00	\$ 5,881.00	\$ 7,074.00	\$ 8,267.00	\$ 9,460.00
Net CIAC		\$ (24,543.00)	\$ (23,869.00)	\$ (22,676.00)	\$ (21,483.00)	\$ (20,290.00)
Net Book Value		\$ 51,093.37	\$ 54,823.99	\$ 65,030.56	\$ 63,947.00	\$ 69,420.00

ATTACHMENT C

**DRAFT DOCUMENT FOR
CONVEYANCE OF LAND
OF TREATMENT PLANT**

Prepared by and return to:
Leslie Campione
Attorney at Law
Leslie Campione, P.A.
342 East Fifth Avenue
Mount Dora, FL 32757
352-383-9020
File Number: RAINTREE
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this _____ day of _____, 201__ between RAINTREE UTILITES, INC., a Florida corporation whose post office address is Post Office Box 1840, Eustis, FL 32727-1840, grantor, and RAINTREE HARBOR UTILITIES, LLC, a Florida limited liability company whose post office address is P.O. Box 350065, Grand Island, FL 32735, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

Tract "C" of RAINTREE HARBOR PHASE II, a recorded subdivision in Section 33, Township 18 South, Range 26 East, as recorded in Plat Book 32, Pages 20 and 21, Public Records of Lake County, Florida.

Parcel Identification Number: 3318260460-00C-00000

This instrument was prepared by Leslie Campione, P.A. Title to the land described herein has not been examined by said attorney and no warranty or other representation is made and no opinion (either express or implied) is given as to the marketability or condition of the title to the subject property, the quantity of lands included therein, the location of the boundaries thereof, or the existence of liens, unpaid taxes or encumbrances, or the payment of any documentary stamp taxation due hereon. Grantees, by the acceptance and recordation of this document release the preparer hereof from any liability.

Subject to covenants, conditions, restrictions, easements, reservations and limitations of record, if any; however this reference shall not operate to reimpose the same.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to .

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

DoubleTimes

Signed, sealed and delivered in our presence:

RAINTREE UTILITES, INC.

Witness Name: _____

By: _____
KEITH J. SHAMROCK, President

(Corporate Seal)

Witness Name: _____

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this ____ day of _____, ____ by KEITH J. SHAMROCK, President of RAINTREE UTILITES, INC., on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

ATTACHMENT D

REVISED TARIFF SHEETS FOR RAINTREE UTILITIES, INC.

RAINTREE UTILITIES, INC.
WATER TARIFF

TARIFF - WATER

TABLE OF CONTENTS

Communities Served Listing..... 4.0

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 Rates and Charges Schedules..... 15.0

 Rules and Regulations..... 6.0

 Service Availability Policy..... 30.0

 Standard Forms..... 24.0

Technical Terms and Abbreviations..... 5.0

Territory Authority..... 3.0

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

RAINTREE UTILITIES, INC.
WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 539 -W

COUNTY - LAKE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-92-0019-FOF-WU	03/10/92	911039-WU	Original Certificate
PSC-00-0843-FOF-WU	04/28/00	000149-00	Transfer Majority Control
PSC-05-0706-PAA-WU	06/29/05	050028-WU	Amendment
PSC-05-0706A-PAA-WU	08/04/05	050028-WU	Amendatory Order
		11-0311-WU	Transfer Territory

(Continued to Sheet No. 3.1)

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

RAINTREE UTILITIES, INC.
WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

BENTWOOD SUBDIVISION

Township 19 South, Range 25 East

Section 2:

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 19 South, Range 25 East, and the East $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 19 South, Range 25 East, Lake County, Florida, as recorded in Official Records Book 832, Page 745, Public Records of Lake County, Florida, subject to an easement for Ingress, egress and utilities over, upon and across the real property described as follows:

Begin at a point on the East line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 19 South, Range 25 East, Lake County, Florida, said point being 5 feet North of the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2, said point being the POINT OF BEGINNING; thence run northerly along the East line of said Section a distance 25 feet; thence run westerly and parallel to the South line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2, a distance of 223.59 feet; thence South a distance of 30 feet more or less to the South line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2, said line also being the North line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 19 South, Range 25 East; thence East along the South line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2 a distance of 25 feet; thence North a distance of 5 feet; thence East and parallel to the South line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 2 to the POINT OF BEGINNING.

Less right-of-way for Poe Street per ORB 749, Page 347. Containing 50.44 acres, more or less.

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

SECOND REVISED SHEET NO. 3.2
CANCELS FIRST REVISED SHEET NO. 3.2

RAINTREE UTILITIES, INC.
WATER TARIFF

HELD FOR FUTURE USE

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

FIRST REVISED SHEET NO. 3.3
CANCELS ORIGINAL SHEET NO. 3.3

RAINTREE UTILITIES, INC.
WATER TARIFF

HELD FOR FUTURE USE

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

RAINTREE UTILITIES, INC.
WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Bentwood	General Service	16.1
Lake	Bentwood	Residential Service	17.1

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

RAINTREE UTILITIES, INC.
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

FOURTH REVISED SHEET NO. 16.0
CANCELS THIRD REVISED SHEET NO. 16.0

RAINTREE UTILITIES, INC.
WATER TARIFF

HELD FOR FUTURE USE

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

FOURTH REVISED SHEET NO. 17.0
CANCELS THIRD REVISED SHEET NO. 17.0

RAINTREE UTILITIES, INC.
WATER TARIFF

HELD FOR FUTURE USE

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

SECOND REVISED SHEET NO. 23.0
CANCELS FIRST REVISED SHEET NO. 23.0

RAINTREE UTILITIES, INC.
WATER TARIFF

HELD FOR FUTURE USE

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

RAINTREE UTILITIES, INC.
WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Service Availability Policy.....	31.0
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KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

RAINTREE UTILITIES, INC.
WATER TARIFF

SERVICE AVAILABILITY POLICY

- 1.0 GENERAL POLICY - Raintree Utilities, Inc., a Florida Corporation, hereinafter referred to as "Utility", is implementing this Service Availability Policy, hereinafter referred to as "Policy", in order that a portion of the cost of new and existing water utility facilities will be recovered from all applicable parties.
- 2.0 AVAILABILITY - The provisions of the Policy are available to contributors throughout the territory subject only to matters of economic feasibility.
- 3.0 APPLICATION - Any individual or builder, (hereinafter the "Applicant") shall request in writing the service desired from the Utility. Said application, as required by the Utility in order to implement the provisions of the Policy, shall include, but not be limited to: the name, mailing address and phone number of the Applicant; the location, size, zoning and intended use of the property to be served; and the approximate date service is desired. The Utility will respond to each individual applicant within 30 days.
- 4.0 FEES - Customers requesting connection must pay a plant capacity charge of \$2,600.00 as a condition precedent to receiving service. This one time fee covers a portion of the cost of the water treatment plant. In addition, customers requesting connection must pay a meter installation fee of \$193 as a condition precedent to receiving service. This one time fee covers the cost of installing the meter.

(Continued on Sheet No. 31.1)

EFFECTIVE DATE -

TYPE OF FILING - Transfer Territory

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

RAINTREE UTILITIES, INC.
WATER TARIFF

(Continued from Sheet No. 31.0)

5.0 GALLONS PER DAY, WATER DEMAND CHARACTERISTICS - The Table of Daily Flows section of this Policy provides a list of average daily gallons of demand for various occupancies which will be used in computing connection (plant capacity) charges. In the instance of common facilities for multiple dwelling units such as irrigation, laundering, recreation facilities, and commercial and commercial/residential facilities, determination of plant capacity charges will be based upon the use characteristic defined by engineering data supplied by the prospective contributor, as accepted by the Utility.

6.0 FACILITIES TO BE PROVIDED BY DEVELOPER OR CONTRIBUTOR

ON-SITE FACILITIES

On-site distribution facilities will be provided by the developer or contributor at no cost to the Utility pursuant to the requirements and specifications of the Utility. For purposes of this Policy, a developer shall be that person seeking water service from the Utility and who has agreed to abide by the terms and conditions of the Utility relative to procurement of the same. On-site facilities outside the point of delivery which shall be the point at which the piping of the Utility connects with the piping of the developer, shall be conveyed to the Utility by a bill of sale together with perpetual rights-of-way and easements for appropriate access to facilities, as well as complete as-built plans for all such lines and facilities together with accurate cost records establishing the construction cost of all such facilities as a condition precedent to their acceptance by the Utility and the initiation of service.

For purposes of this Policy, the term "on-site" shall include all component parts of the water distribution system, including but not limited to mains, valves, fittings, piping, and the site for same, and all other appurtenances as shown on the approved design of the water distribution system. On-site mains shall be defined as the mains necessary to service the longest perimeter side of the developer's property with adequate size to serve the property. Under certain conditions, such mains may be considered partially on-site and partially off-site at the same time.

OFF-SITE FACILITIES

Off-site distribution facilities will be provided by the developer or contributor in accordance with the Utility's specifications and conveyed to the Utility by bill of sale, at no cost to the Utility, with necessary maintenance and replacement easements and rights-of-way in such cases wherein the developer constructs the facilities, together with as-built drawings of the facilities and accurate cost records establishing the construction cost of all such facilities as a condition precedent to their acceptance by the Utility and the initiation of service. At the option of the Utility, the developer may be required to pay for the design, construction and inspection of the off-site facilities with the design, construction and inspection to be conducted under the auspices of the Utility.

(Continued on Sheet No. 31.2)

EFFECTIVE DATE -
TYPE OF FILING - Transfer Territory

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

RAINTREE UTILITIES, INC.
WATER TARIFF

(Continued from Sheet No. 31.1)

The location, size or proposed density of the developer's property may make service to the property dependent upon the extension of "off-site" water facilities. For purposes of this Policy, the term "off-site" shall include all component parts of the water distribution system, including but not limited to mains, valves, fittings, piping, and the site for same, and all other appurtenant facilities necessary to connect the developer's property and the on-site facilities of the Utility. Off-site facilities may include mains and appurtenant facilities which traverse the longest perimeter side of the developer's property in order to adequately serve the property and to connect to the off-site facilities providing service to the property of others. Under certain conditions, such mains may be considered partially on-site and partially off-site at the same time.

7. **REFUNDABLE ADVANCES** - If the off-site facilities can serve other areas than those of the developer, the Utility may require that they be oversized to enable service to be provided to additional territory and that the developer advance the cost of such oversized facilities. So much of the cost as exceeds the hydraulic share of the developer will be refunded by the Utility as refundable advances over a period not to exceed seven years, from off-site fees paid by other developers connecting to the main or mains in accordance with their hydraulic share. After the seven years, any portion of the refund not made to the developer will have lapsed and developer shall not be entitled to additional refund thereafter. For purposes of this Policy, a hydraulic share shall be defined as the pro rata share of the capabilities of facilities to be available to the developer which pro rata share is multiplied by the unit cost (per gallon) of constructing the facilities to determine the proportional share of the cost to be borne by the developer. The developer shall always be responsible for and shall not be refunded his hydraulic share of the cost of off-site water facilities.

8. **INSPECTION OF PLUMBER'S HOOK-UP** - It shall be the responsibility of the developer its plumbing contractor to connect the developer's plumbing installation with the water distribution system. The Utility reserves the right to inspect all such connections to be assured that the connections are properly made in accordance with the Utility's rules governing such connections and that the connections as made are free for infiltration.

The developer shall notify the Utility of any proposed interconnection with the facilities of the Utility and connection may be made without the presence of the Utility inspector. However, such connection shall remain open until inspection by the Utility and until notice of the approval of the connection is furnished to the developer in accordance with the practices and procedures of the Utility. Any connection covered without the benefit of inspection will result in the developer being required to reopen the connection for inspection. If the Utility fails to inspect the connection within 48 hours after notice that the same is ready for inspection, the connection shall be deemed approved by the Utility.

The developer shall be responsible for insuring the safety and guarding against liabilities arising out of the construction, including leaving the connection open until approved by the Utility and covered by the developer.

(Continued on Sheet No. 31.3)

EFFECTIVE DATE -
TYPE OF FILING - Transfer Territory

KEITH SHAMROCK
Issuing Officer

PRESIDENT
Title

According to Rule 25-30.580, F.A.C., the guidelines for designing a utility's service availability policy are as follows:

- (1) The maximum amount of contributions-in-aid-of-construction, net of amortization, should not exceed 75% of the total original cost, net of accumulated depreciation, of the utility's facilities and plant when the facilities and plant are at their designed capacity; and
- (2) The minimum amount of contributions-in-aid-of-construction should not be less than the percentage of such facilities and plant that is represented by the water transmission and distribution and sewage collection systems.

As reflected on Schedule No. 5 and in accordance with Rule 25-30.580, F.A.C., we find that the appropriate plant capacity charge for the Utility's Bentwood water system is \$2,600. This charge will allow the Utility to collect the maximum contribution level of 75 percent at the expected build out date of 2014. Accordingly, we find that the Utility refund the \$300 difference for each temporary approved charge of \$2,900 collected.

In its application, the Utility did not request a change to its currently authorized meter installation fee of \$125. However, the Utility provided a cost estimate by Utility Technicians, Inc., which reflected a cost of \$197 per meter installation. This estimate includes the cost of the meter, meter box, couplings, check valves, labor, and supervision. The supervision relates to engineering services to make sure the meters are properly installed. Due to lack of support documentation for all of the engineering services to be performed by Utility Technicians, Inc., we find that the total cost to install a meter is \$193. We approved a meter installation fee of \$250 by Order No. PSC-03-0740-PAA-WS, issued June 23, 2003,⁶ and a \$200 meter installation fee by Order No. PSC-04-1256-PAA-WU, issued December 20, 2004.⁷ In addition, a \$190 meter installation fee was approved by Order No. PSC-02-1831-TRF-WS, issued December 20, 2002.⁸ Based on the above, we find that the Utility shall be authorized to collect meter installation fees of \$193 for 5/8" x 3/4" meters and actual cost for all others.

If there is no timely protest by a substantially affected person, the Utility shall file the appropriate tariff sheets within ten days of the issuance of the Consummating Order for the Commission-approved tariff changes. Our staff shall have administrative authority to approve the tariff sheets upon staff's verification that the tariff is consistent with our decision. If the tariff sheets are filed and approved, the tariff sheets shall become effective on or after the stamped approval date. Within ten days of the issuance of the Consummating Order for the Commission-approved tariff charges, the Utility shall also provide notice of our decision to all persons in the service area who are affected by the recommended plant capacity charges and meter installation fee and the authorization to collect donated property. The notice shall be approved by Commission staff prior to distribution. The Utility shall provide proof that the appropriate

⁶ Docket No. 021067-WS, In re: Application for staff assisted rate case in Polk County by River Ranch Water Management, L.L.C.

⁷ Docket No. 041040-WU, In re: Application for certificate to operate water utility in Baker and Union Counties by B & C Water Resources, L.L.C.

⁸ Docket No. 020388-WS, In re: Request for approval to increase meter installation fees to conform to current cost in Lake County by Sun Communities Finance, LLC d/b/a/ Water Oak Utility.

ATTACHMENT E

REVISED TARIFF SHEETS REMOVING SYSTEM CAPACITY CHARGE

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Back-Flow Preventor Installation Fee</u>	
5/8"	Actual Cost
1"	Actual Cost
1"	Actual Cost
2"	Actual Cost
Over 2"	Actual Cost
<u>Customer Connection (Tap-In) Charge</u>	
5/8 x 3/4" metered service.....	Actual Cost
1" metered service.....	Actual Cost
1 - 1/2" metered service.....	Actual Cost
2" metered service.....	Actual Cost
Over 2" metered service.....	Actual Cost
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/Month (250 GPD).....	N/A
All others-per gallon/month.....	N/A
Without Prepayment of Service Availability Charges:	
Residential-per ERC/Month (250 GPD).....	N/A
All others-per gallon/month.....	N/A
<u>Inspection Fee</u>	Actual Cost
<u>Main Extension Charge</u>	
Residential-per ERC (250 GPD).....	Actual Cost/ERC
All others-per gallon.....	Actual Cost/Gallon
Or	
Residential-per lot (__ foot frontage).....	Actual Cost/Foot Frontage
All others-per lot front foot.....	Actual Cost/Foot Frontage
<u>Meter Installation Fee</u>	
5/8" x 3/4"	\$193.00
1"	Actual Cost
1 - 1/2"	Actual Cost
2"	Actual Cost
<u>Plan Review Charge</u>	Actual Cost
<u>Plant Capacity Charge</u>	
Residential-per ERC (250 GPD).....	
All others-per gallon.....	
System Capacity Charge	
Residential-per ERC (250 GPD).....	N/A
All others-per gallon.....	

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility does not have a service availability policy and there are no service availability fees and charges.

Gerard P. Connolly
Issuing Officer

Registered Agent
Title