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 (LICENSED IN NEW YORK ONLY)

February 26, 2008

HAND DELIVERY

RECEIVED-FPSC
 FEB 26 PM 3:24
 COMMISSION
 CLERK

Ann Cole, Commission Clerk
 Office of Commission Clerk
 Florida Public Service Commission
 2540 Shumard Oak Boulevard
 Tallahassee, FL 32399-0850

RE: Docket No.: 080113-WS; Application of Regency Utilities, Inc., for Certificates of Authorization for its Water and Wastewater Operations in Duval County, Florida
Our File No.: 42003.02

Dear Ms. Cole:

Enclosed for filing is an original and twelve (12) copies of Regency Utilities, Inc.'s Application for Certificates of Authorization for its Water and Wastewater Operations in Duval County, Florida. Also enclosed is this firm's check in the amount of \$2,250.00, which I believe to be the appropriate filing fee.

CTR _____ Should you have any questions regarding the enclosed, please do not hesitate to give me

ECR 2 a call

GCL 2

OPC 1

RCA _____

SCR _____

SGA _____

SEC ~~MSF~~/mp

OTH Enclosures

* Tariffs forwarded to ECR. Very truly yours,



MARTIN S. FRIEDMAN
 For the Firm

cc: CLK 2
 Ms. Alexa Daniels (w/enclosure)
 Michael E. Burton, President (w/enclosure)

01437 FEB 26 08

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of
REGENCY UTILITIES, INC.,
for certificates of authorization for its
water and wastewater operations
in Duval County, Florida

DOCKET NO. _____

08-0113-WS

COMMISSION
CLERK

08 FEB 26 PM 3:24

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APPLICATION FOR CERTIFICATES OF AUTHORIZATION

Applicant, REGENCY UTILITIES, INC. ("Regency" or "Utility"), by and through its undersigned attorneys and pursuant to Rule 25-30.034, Florida Administrative Code and Section 367.045, Florida Statutes, files this Application for Certificates of Authorization for its water and wastewater operations in Duval County, Florida.

Background

The Utility was originally certificated on January 9, 1975, pursuant to Order No. 6448, granting Water Certificate No. 197-W and Wastewater Certificate No. 143-S. The Utility's Certificates were amended twice to extend the Utility's service territory: by Order No. 8045, issued November 16, 1977 in Docket No. 770504-WS, and by Order No. 9518, issued September 3, 1980 in Docket No. 800151-WS.

On April 10, 2001, the Utility and JEA closed on a transaction whereby the Utility transferred its water and wastewater systems to JEA, except the on-site systems serving Regency Square Mall (the "Transaction"). The Transaction included a transfer to JEA of the Utility's entire service territory except for the area encompassing the Regency Square Mall. While Regency had sought to transfer service to the Mall to JEA as a part of that Transaction, JEA refused.

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The Public Service Commission (“PSC”) approved the Transaction on January 9, 2001, by Order No. PSC-02-0060-FOF-WS in Docket No. 010986-WS. In that Order, the PSC recognized that the Utility would continue to serve the Regency Square Mall (e.g., the area currently served and described in Exhibit “B”) by purchasing bulk water and wastewater service from JEA, then reselling such services at the exact rate charged by JEA. As such, the PSC in Order No. PSC-02-0060-FOF-WS recognized that the Utility was exempt from further regulation pursuant to the reseller exemption in Section 367.022(8), Florida Statutes.

Regency also owns and operates a water well and fire protection system serving the Mall and can no longer support its operations while billing its customers the same rate Regency pays to JEA. Regency has requested that JEA take over direct service to the Mall, but JEA has refused, leaving Regency no alternative but to seek recertification so that it may recover the operating and maintenance expenses necessary to continue to provide water and wastewater service to the Mall.

1. The name of the Utility and its mailing address is:

Regency Utilities, Inc.
One Independent Drive, Suite 3120
Jacksonville, FL 32202

2. The name and address of the person authorized to receive notices and communications in respect to this application is:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2180 W. State Road S.R. 434, Suite 2118
Longwood, FL 32779
PHONE: (407) 830-6331
FAX: (407) 830-8522
E-MAIL: mfriedman@rsbattorneys.com

3. (a) The Utility is a Subchapter-S corporation organized under the laws of the State of Florida.

(b) The officers and directors of the Utility are:

- (i) Richard Stein, Director
One Independent Drive, Ste 3120
Jacksonville Fl 32202
- (ii) Martin E. Stein, Jr., Director
One Independent Drive, Ste 3120
Jacksonville Fl 32202
- (iii) Robert L. Stein, Vice President, Treasurer and Director
One Independent Drive, Ste 3120
Jacksonville Fl 32202
- (iv) Alexa Daniels, Secretary
One Independent Drive, Ste 3120
Jacksonville Fl 32202
- (v) Joan W. Newton, Chairman of the Board
One Independent Drive, Ste 3120
Jacksonville Fl 32202

(c) Shareholders owning more than 5% interest in the Utility are:

Joan W. Newton, Chairman of the Board
One Independent Drive, Ste 3120
Jacksonville Fl 32202

4. A map of the Utility's existing water and wastewater systems is attached hereto as Exhibit "A". A larger scale of this map is available and will be provided to the Staff.

5. A legal description of the water and wastewater service territory currently served is attached hereto as Exhibit "B".

6. A copy of a map showing township, range and section on which the proposed water and wastewater territory is plotted by use of metes and bounds with a

defined reference point of beginning is attached hereto as Exhibit "C". A larger scale of this map is available and will be provided to the Staff.

7. A schedule showing the number of customers currently being served by class and meter size is attached hereto as Exhibit "D". The requested service territory is currently fully built out, and therefore no growth projections are included in this schedule. All customers are general service customers within the Regency Square Mall. There are no residential customers.

8. The water system operates under Department of Environmental Protection Permit No. PWS ID#2161328-20 as a consecutive water system.

9. The wastewater system does not require a permit.

10. Evidence that the Utility has the right of use for 99 years of the land where the water facilities are located is attached hereto as Exhibit "E". There is no real property associated with the wastewater system.

11. Regency has the financial and technical ability to continue to provide water and wastewater service to the Mall. It has done so for the past seven (7) days since its service was nonregulated, and did so for over twenty-five (25) years when previously under PSC jurisdiction. Allowing the Utility to earn the revenue requested herein will provide the financial strength to continue as a viable utility.

12. The Utility currently charges its customers the rate it pays to JEA for both water and wastewater service. Attached hereto as Exhibit "F" is the Special Report prepared by Burton & Associates, which sets forth the proposed rates in order for Regency to have an opportunity to earn a reasonable return on its investment in its used and useful water and wastewater facilities.

13. An original and two (2) copies of the Utility's proposed Water Tariff are attached hereto as Exhibit "G".

14. An original and two (2) copies of the Utility's proposed Wastewater Tariff are attached hereto as Exhibit "H".

15. The Utility will file, as Late Filed Exhibit "I", an Affidavit that notice of the Application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

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

Copies of the Notice and a list of entities noticed shall accompany the affidavit.

16. The Utility will file, as Late Filed Exhibit "J", an Affidavit that notice of the Application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the Utility.

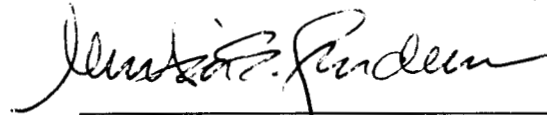
17. The Utility will file, as Late Filed Exhibit "K", an Affidavit that notice of the Application was published once a week in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code.

18. The water system serves more than 500 ERCs but less than 2,000 ERCs, and the wastewater system serves less than 500 ERCs. Thus, the appropriate filing fee pursuant to Rule 25-30.020(2)(a), FAC is \$2,250.00.

WHEREFORE, the Utility respectfully requests that the PSC issue it Certificates of Authorization for its water and wastewater operations in Duval County, Florida.

Respectfully submitted this 26th day
of February, 2008, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2180 W. State Road 434, Suite 2118
Longwood, FL 32779
PHONE: (407) 830-6331
FAX: (407) 830-8522
E-MAIL: mfriedman@rsbattorneys.com



MARTIN S. FRIEDMAN
For the Firm

Exhibits

- A: Map of Existing Water & Wastewater System
- B: Legal Description of the Current Service Territory
- C: Map Showing Township, Range & Section
- D: Schedule of Current Customers by Class
- E: Utility Ground Lease Agreement
- F: Special Report Prepared by Burton & Associates
- G: Proposed Water Tariff
- H. Proposed Wastewater Tariff
- I: Affidavit of Notice to Entities
- J: Affidavit of Notice to Customers
- K: Affidavit of Newspaper Notice

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EXHIBIT "A"

Map of Existing Water & Wastewater System

DOCUMENT NUMBER-DATE

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EXHIBIT "B"

Legal Description of the Current Service Territory

DOCUMENT NUMBER-DATE

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REGENCY UTILITIES, INC.
Service Area Description

PARCEL "A" ("ENTIRE PREMISES")

A part of Sections 13 and 24, Township 2 South, Range 27 East, Duval County, Florida, more particularly described as follows: Commence at the Northeasterly corner of said Section 24; thence South 89°41'10" West, along the Northerly line of said Section 24, 1150.02 feet to the Westerly right of way line of Monument Road (as established for a width of 100 feet) and the POINT OF BEGINNING; thence South 00°18'50" East, along said Westerly right of way line, 431.02 feet to its intersection with the Northerly right of way line of the Arlington Expressway; thence South 83°17'50" West, along said Northerly right of way line, 690.41 feet to the point of a curve to the right, said curve being concave Northerly and having a radius of 5679.65 feet; thence continue along said Northerly right of way line along and around said curve an arc distance of 1574.52 feet; thence continue along said right of way line North 00°18'50" West, 33.45 feet to a curve concave Northeasterly and having a radius of 5646.65 feet; thence continue along said Northerly right of way line along and around said curve an arc distance of 556.44 feet to the point of a compound curve to the right, said curve being concave Northeasterly and having a radius of 4366.66 feet; thence continue along said Northerly right of way of line along and around said curve an arc distance of 879.22 feet; thence North 64°05'10" West, 98.48 feet; thence North 10°28'24" East, 136.95 feet to its intersection with a curve concave Southeasterly and having a radius of 1527.02 feet; thence Northeasterly along and around said curve an arc distance of 773.14 feet; thence North 45°24'31" East, 263.23 feet to its intersection with the Southerly right of way line of Regency Square Boulevard; thence North 89°45'21" East, along said Southerly right of way line, 1737.82 feet; thence South 01°31'15" East, 325.58 feet; Thence North 89°41'10" East, 1383.45 feet to its intersection with the aforementioned Westerly right of way line of Monument Road; thence South 00°10'50" East, along said Westerly right of way, 690 feet to the POINT OF BEGINNING,

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EXHIBIT "C"

Map Showing Township, Range & Section

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EXHIBIT "D"

Schedule of Current Customers by Class

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Regency Utilities, Inc.
 Original Certificate Application
 Total System
 Schedule of Current Customers By Class

Line No.		<u>Water</u>	<u>Wastewater</u>
1	<u>Residential</u>		
2	5/8" X 3/4"		
3	1"		
4	1.5"		
5	2"		
6	3"		
7	4"		
8	6"		
9	<u>General Service</u>		
10	5/8" X 3/4"	131	131
11	3/4"	4	4
12	1"	22	22
13	1.5"	5	5
14	2"	19	7
15	3"	4	4
16	4"	3	2
17	6"	1	1

18 Note: The current number of customers shown above also represents the number of customers
 19 expected at full build-out as the service territory is already built-out.

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EXHIBIT "E"

Lease

DOCUMENT NUMBER-DATE

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UTILITY GROUND LEASE AGREEMENT

This UTILITY GROUND LEASE AGREEMENT (the "Lease") is entered into this 21st day of May, 1992, between RS PROPERTIES, INC., a Delaware corporation ("Landlord"), and REGENCY UTILITIES, INC., a Florida corporation ("Tenant").

For good and valuable consideration, the parties agree as follows:

1. Premises. Subject to the following terms and conditions, Landlord leases to Tenant and Tenant hereby accepts for lease the premises described in Exhibit A attached hereto ("Premises") containing approximately 25,913 square feet, together with an easement for the installation of landscaping around the exterior perimeter of the Premises in accordance with that certain Landscaping Plan prepared by Bessent, Hammack & Ruckman, Inc., dated January 1992 as Drawing ~~1~~-1, Project No. 25073.68.

2. Use and Construction of Improvements. The Premises are to be used by Tenant for the construction, operation, maintenance, repair and replacement of a water treatment plant, water storage tank, storage shed and related facilities (i.e., the Relocated Facilities and the New Facilities, as the same are defined in the Utility Agreement dated September 17, 1992, between Landlord and Tenant, Addendum to that certain Utility Agreement dated September 17, 1991, between Landlord and Tenant, and Amendment of Utility Agreement and Addendum dated December 20, 1991, between Landlord and Tenant [collectively the "Utility Agreement"]), and for no other use without the express written consent of Landlord. Landlord agrees to cooperate with Tenant in obtaining, at Tenant's sole expense, all licenses and permits required for Tenant's use of the Premises.

3. Term. The term of this Lease shall be ninety-nine (99) years, commencing upon the earlier of Tenant's written notice to Landlord of Tenant's intent to commence the term of the Lease on the Premises or commencement of utility operations by Tenant on the Premises (the "Commencement Date") and terminating at midnight on the day before the ninety-ninth (99th) anniversary of the Commencement Date, subject to earlier termination by Landlord in the event Tenant, its successors or assigns, discontinues permanent utility service from the Premises to the customers within Tenant's service territory. Tenant's default hereunder shall not cancel or diminish Tenant's obligations under the Utility Agreement.

4. Rent. Upon the Commencement Date Tenant shall pay Landlord, as rent, the sum of Ninety-Nine and 00/100 (\$99.00) Dollars based on One and 00/100 (\$1.00) Dollar for each year of the term. Landlord shall deliver to Tenant a receipt confirming payment of the rent for the initial term.

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5. Improvements; Liability; Utilities; Access.

(a) Tenant shall maintain in clean, good and orderly condition at its expense, the Premises and improvements, personal property and facilities including the water treatment plant, water storage tank, storage shed and related facilities (collectively the "Water Plant Facilities") erected on the Premises. The Water Plant Facilities shall remain the exclusive property of Tenant and shall be removed by Tenant, except for the foundations, which will be removed to a depth of three (3) feet below ground level, at Tenant's expense, upon the expiration or earlier termination of this Lease and the Premises restored to its previous condition.

(b) Tenant shall promptly pay for all water, gas, electricity or other utilities used on the Premises and shall have the right to install utilities, at Tenant's expense, and to improve the utilities on the Premises (including, but not limited to, the installation of emergency power generators).

(c) Tenant shall operate the Premises subject to the terms and conditions of the Utility Agreement.

6. Termination. Any one or more of the following acts or occurrences shall constitute an event of default under this Lease (an "Event of Default"):

(a) Upon not less than thirty (30) days prior written notice, if Tenant is no longer continuously providing water utility services either to Landlord, its successors and assigns, or customers in Tenant's service area in accordance with the provisions of the Utility Agreement.

(b) If Tenant shall fail to pay the rental or any other sum due and payable hereunder when and as the same shall become due and payable, and such failure shall continue for a period of ten (10) days after receipt of notice that such payment was not made when due and payable.

(c) If Tenant shall fail to observe or perform faithfully any of the other covenants herein contained (other than a covenant to pay money) on the part of Tenant to be observed and performed, and such default shall continue for thirty (30) days after receipt of notice by Landlord to Tenant of such default, or if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, or shall not thereafter diligently prosecute to completion, all steps necessary to remedy such default.

(d) If any default shall occur under the Utility Agreement beyond any applicable notice and grace periods, provided that such default relates to the failure to provide utility service pursuant to the terms and conditions thereof.

(e) If Tenant shall fail timely to commence the construction of the Relocated Facilities or the New Facilities (as such capitalized terms are defined in the Utility Agreement) as required by the Utility Agreement.

(f) If Tenant shall fail to complete the Relocation Work or the construction of the New Facilities in accordance with the terms and conditions of the Utility Agreement, subject to force majeure, provided that construction of the new department store to be erected to the north of and in the immediate vicinity of the Premises is the process of being (or has been) constructed.

During the continuation of an Event of Default by Tenant, in addition to all remedies at law or in equity available to Landlord, Landlord may deliver to Tenant, upon the expiration of any applicable cure period set forth above, a final notice specifying the date and time on which this Lease will be effectively terminated and then on the date specified in such final notice, this Lease shall expire with the same force and effect as though the date so specified were the date herein originally fixed as the expiration date of the Term hereof, and all rights and obligations of Tenant under this Lease shall expire; however, Tenant shall have the right to remove its property and improvements from the Premises. Upon any expiration or termination of this Lease pursuant to the provisions of this Section 6, Tenant shall quit and peacefully surrender the Premises to Landlord and Landlord upon, or at any time after any such expiration or termination may, without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and may have hold and enjoy the Premises and the right to receive all rental and other income of and from the same.

(g) This Lease may be terminated, without penalty or further liability, by Tenant ninety (90) days after prior written notice to Landlord that the Premises are or have become unacceptable to Tenant's engineers for its Water Plant Facilities or the utility system in which the Water Plant Facilities belong. Provided however such a termination does not modify Tenant's obligations under the Utility Agreement.

7. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Water Plant Facilities. Tenant shall pay all real property taxes attributable to the Premises.

8. Indemnity and Insurance. Tenant agrees that it will indemnify Landlord against and save harmless Landlord from and against any and all losses, damages, claims, demands, liabilities, expenses (including Landlord's reasonable attorney's fees), causes of action and proceedings of every kind and nature by reason of any damage or injury to property or person which may be claimed to have

arisen as a result of or directly or indirectly in any way in connection with the use or occupancy of the Premises by Tenant, its agents, sub-tenants, customers or employees, except when due to the negligence of Landlord, its employees, agents, assigns or subcontractors. Tenant agrees to procure and maintain insurance at all times during the lease term at its sole cost and expense, as follows:

(a) Comprehensive public liability insurance with umbrella coverage of not less than One Million and No/100 Dollars (\$1,000,000.00) per person and per occurrence, and property damage liability of no less than Two Million and No/100 Dollars (\$2,000,000.00);

(b) Workman's Compensation insurance subject to statutory limits or better in respect to any work or other operations on or about the Premises; and

All such policies of insurance shall be in standard form and shall name Landlord and Tenant as insured as their interest may appear. All such policies shall contain a provision prohibiting the insurer from terminating or reducing coverage until after a period of thirty (30) days following receipt of notice thereof by Landlord and shall contain an endorsement or endorsements pursuant to which the insurer waives any right of subrogation against Landlord provided Landlord's insurance coverage waives subrogation against Tenant. Tenant shall, prior to the Commencement Date, furnish to Landlord certificates for such insurance, and not less than ten (10) days before the expiration of any such insurance, shall furnish Landlord certificates evidencing the replacement or renewal thereof together with evidence that the premiums have been paid. If Tenant shall at any time fail to insure or keep insured as aforesaid, Landlord may obtain and maintain such insurance, and all sums expended by Landlord for such purpose, together with interest thereon at the highest lawful rate, shall be repayable by Tenant on demand.

9. Destruction of Premises. If the Premises or the Water Plant Facilities are substantially destroyed or damaged, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Landlord not more than forty-five (45) days following the date of damage or destruction; provided that Tenant has arranged for alternative means with which to satisfy all of its obligations to Landlord under the Utility Agreement. If Tenant so elects to terminate this Lease, Tenant shall remove all improvements made by it on the Premises, except the foundations which shall be removed to a depth of three (3) feet below the surface, referred to in paragraph 5(a), and restore the Premises to the condition they were when delivered to the Tenant, ordinary wear and tear and tree removal excepted. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. If Tenant elects not to terminate this Lease, Tenant shall rebuild the Premises.

10. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient, in Tenant's reasonable business judgment, to render the Premises unsuitable for the use which Tenant was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Tenant shall be entitled to the condemnation proceeds relating to Tenant's improvements and its leasehold interest in the real property. Landlord shall be entitled to seek a separate award for its remainder. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of power, shall be treated as a taking by condemnation. As an alternative to the foregoing procedure with respect to condemnation proceeds, if Landlord elects to provide Tenant with a substitute site for the Premises which is suitable for Tenant's use in Tenant's reasonable business judgment, then the condemnation proceeds shall be divided as follows:

(a) First, to the parties for their expenses in recovering such proceeds;

(b) Second, to Landlord for the value of the land constituting the Premises; and

(c) Last, to Tenant for Tenant's improvements.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from and indemnify Landlord against any and all claims arising from the installation, use, maintenance, repair or removal of Tenant's Water Plant Facilities, including any claims or damages resulting therefrom, except for claims arising from the negligence of Landlord, its agents or independent contractors.

12. Short Form Lease. Both parties agree to execute, acknowledge and deliver at any time after the date of this Lease, at the request of the other party, a "short form lease" suitable for recording.

13. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Landlord: RS Properties, Inc.
c/o Schroder Real Estate Associates
437 Madison Avenue
New York, New York 10022
Attention: Mr. Mark Peskin

With copy to: E. Owen McCuller, Jr., Esquire
Smith Hulsey & Busey
1800 First Union National Bank Tower
225 Water Street
Jacksonville, Florida 32202

With copy to: Harvey R. Uris, Esquire
Skadden, Arps, Slate, Meagher & Flom
919 Third Avenue
New York, New York 10022

If to Tenant: Regency Utilities, Inc.
Attention: Mr. G. W. Whitmire, Jr.
200 North Laura Street
10th Floor, The Greenleaf Building
Jacksonville, Florida 32202

With copy to: John S. Duss IV, Esquire
Ulmer, Murchison, Ashby & Taylor
200 West Forsyth Street, Suite 1600
Post Office Box 479
Jacksonville, Florida 32201

14. Title and Quiet Enjoyment.

(a) Landlord warrants that it has full right, power, and authority to execute this Lease and has good title to the Premises, subject to all matters of record, none of which prohibit or restrict the use of the Premises for the uses intended by this Lease. Landlord shall use reasonable efforts to obtain an agreement of non-disturbance from the holders of any mortgages affecting the Premises. If Landlord is unable to provide Tenant with an acceptable agreement prior to the time Tenant is required to commence construction on the Premises, Tenant shall have the right to terminate this Lease and the Utility Agreement. Landlord further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Lease.

(b) Tenant hereby acknowledges prior receipt of Chicago Title Insurance Company Policy No. 10 0715 10 000247 dated March 14, 1991, covering property that includes the Premises (the "Policy"), and acknowledges and accepts the state of title with respect to the Premises as set forth therein. If upon or prior to the commencement of the term of this Lease Tenant shall determine that any liens or encumbrances, including those shown in the Policy, "Defects" affecting the Premises, and such defects, liens or encumbrances materially adversely affect Tenant's use or intended use of the Premises, Landlord shall use its reasonable efforts to properly and expeditiously cure such defects and objections to title. The failure of Landlord to cure such defects or objections shall entitle Tenant to terminate this Lease and the Utility Agreement.

(c) Prior to the commencement of the term of this Lease, Tenant shall also have the right at Tenant's sole cost and expense to have the Premises surveyed, and, in the event that any defects are shown by the survey which materially adversely affect Tenant's

use or intended use of the Premises, Tenant shall have the rights set forth in subparagraph (b) above.

(d) To Landlord's knowledge, Landlord represents and warrants to Tenant that hazardous substances have not been generated, stored or disposed of on the Premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance or other similar term by any federal, state or local environmental law, regulation or rule presently in effect on the date hereof; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonable be anticipated to cause sickness, death or disease. Landlord will hold Tenant harmless from and indemnify Tenant against and from any claim by a third party and any cost or expense incurred in removing a hazardous substance resulting from any breach of this representation and warranty including all attorneys fees and costs incurred as a result thereof.

(e) Tenant represents and warrants to Landlord that during the term of this Lease or any extension thereof that hazardous substances will not be generated, stored or disposed of on the Premises nor will the same be transported to or over the Premises by Tenant or its employees, agents, invitees or licensees, except for small amounts of such substances customarily required for the operation of the Water Plant Facilities and which shall be used in accordance with all laws and regulations. Tenant represents and warrants that it will obtain and operate in compliance with all required permits relating to the protection of public health and the environment, and that it will at no time operate without all such permits or in non-compliance with such permits and agrees that upon Landlord's written request, it will provide Landlord with evidence of its compliance. Landlord shall have the right to inspect the Premises (including, without limitation, to conduct environmental tests) at reasonable times to determine Tenant's compliance with its representations and warranties. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or as amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonable be anticipated to cause sickness, death or disease. Tenant will hold Landlord harmless from and indemnify Landlord against and from any damage, loss, expenses or liability, including, without limitation, loss of value of the Premises resulting from (i) any breach of this representation and warranty, and (ii) the presence or release of a Hazardous Substance in, on or under the Premises arising from or in any way connected with activities occurring during the term of

this Lease, including all attorneys fees and costs incurred as a result thereof.

15. Surrender of Premises. Upon expiration of the term of this Lease or termination thereof, Tenant shall surrender the Premises and shall remove all such improvements, alterations, and additions and restore the Premises to the condition they were in when originally delivered to Tenant, except for the foundations which shall be removed to a depth of three (3) feet below the surface referred to in paragraph 5(a) above and except for ordinary wear and tear.

16. Assignment.

(a) Tenant may assign or sublet this Lease to any entity holding a valid certificate to provide water utility services to the Landlord's adjacent property or to any successor by acquisition or meter or sale by Tenant of the territory in which the Premises are located ("Permitted Assignee"), without the prior written approval of the Landlord, provided that such entity shall agree to continue to provide water utility service from the Premises to Landlord, its successors and assigns, and customers in Tenant's utility service area, in accordance with the terms and provisions of the Utility Agreement, and has assumed all obligations of Tenant hereunder. Any sublease that is entered into by Tenant shall be subject to the provisions of this Lease.

(b) Any assignment of this Lease of the Premises in accordance with the terms of this paragraph 16 to a Permitted Assignee who has assumed Tenant's obligations hereunder and under the Utility Agreement shall release and discharge Tenant of its obligations under this Lease and under the Utility Agreement arising from and after the date of such transaction. ✓

(c) Landlord may convey, transfer or assign Landlord's title to or interest in the Premises or any part thereof subject to this Lease, or assign Landlord's interest in the Lease, to any entity which is also the owner of the shopping center described in the Utility Agreement and, upon such conveyance, transfer or assignment and the assumption by the grantee, transferee or assignee of the Lease and the Utility Agreement, Landlord shall be released and discharged from all liability which may arise from and after such transaction.

17. Leasehold Mortgages. Tenant or its Permitted Assignees shall have the right to Mortgage its interest in this Lease under one or more Leasehold Mortgages, upon the condition that all rights acquired under such Leasehold Mortgage shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights and interests of Landlord herein. If Tenant and/or Tenant's Permitted Assignee shall mortgage this leasehold, and if the holder of such Mortgage shall, within thirty (30) days of its execution, send to Landlord a true copy thereof,

together with written notice specifying the name and address of the Mortgagee and the pertinent recording date with respect to such Mortgage, Landlord agrees that so long as any such Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions shall apply:

(a) There shall be no cancellation, surrender or modification of this Lease by joint action of Landlord and Tenant without forty-five (45) days prior written notice to the Leasehold Mortgagee.

(b) Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder of such Leasehold Mortgage. The Leasehold Mortgagee shall thereupon have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and the Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant.

(c) If any default shall occur which, pursuant to any provision of this Lease, entitles Landlord to terminate this Lease, and if before the expiration of thirty (30) days from the date of service of notice of termination upon such Leasehold Mortgagee such Leasehold Mortgagee shall have notified Landlord of its desire to nullify such notice and shall have paid to Landlord all rent and other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Lease, if any are then in default, and shall prosecute the same to completion with reasonable diligence, within ninety (90) days after written notice by Landlord to such Leasehold Mortgagee, then in such event Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect.

(d) Landlord agrees that the name of the Leasehold Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Lease.

(e) Landlord agrees that in the event of termination of this Lease by reason of any default by Tenant within a period of ninety (90) days following such termination, at the option of the Leasehold Mortgagee, Landlord will enter into a new Lease of the Premises with the Leasehold Mortgagee or its nominee acting and holding for the benefit of Leasehold Mortgagee, for the remainder of the term, effective as of the date of such termination, at the rent and upon the terms, provisions, covenants and agreements as herein contained and subject only to the same conditions of title as this Lease is subject to on the date of the execution hereof and such other conditions of title then in effect which will not

materially interfere with the use of the Premises under this Lease, and to the rights, if any, of any parties then in possession of any part of the Premises, provided:

(1) Said Mortgagee or its nominee shall make written request upon Landlord for such new Lease within thirty (30) days after the date of such termination and such written request is accompanied by payment to Landlord of any sums then due to Landlord under this Lease, as to which Landlord confirms to Mortgagee notice of non-payment.

(2) Said Mortgagee or its nominee shall pay to Landlord at the time of the execution and delivery of said new Lease, any and all sums which would at the time of the execution and delivery thereof, be due pursuant to this Lease but for such termination, and in addition thereto, any expenses, including reasonable attorneys' fees, to which Landlord shall have been subjected by reason of such default;

(3) Said Mortgagee or its nominee shall perform and observe all covenants herein contained on Tenant's part to be performed and shall further remedy any other conditions which Tenant under the terminated Lease was obligated to perform under the terms of this Lease;

(4) Landlord shall not warrant possession of the Premises to the tenant under the new Lease;

(5) Such new Lease shall be expressly made subject to the rights, if any, of Tenant under the terminated Lease and shall be for use as a water utility plant; and

(6) The Tenant under such new Lease shall have the same right, title and interest in and to the buildings and improvements on the Premises as Tenant had under the terminated Lease;

(f) The proceeds from any insurance policies of Tenant or arising from a condemnation or casualty to which Tenant is entitled are to be held by any Leasehold Mortgagee and distributed pursuant to the provisions of this Lease.

(g) From time to time Landlord shall, upon request, execute, acknowledge and deliver to each Leasehold Mortgagee an agreement prepared at the sole cost and expense of Tenant, in form reasonably satisfactory to Landlord and Leasehold Mortgagee, between Landlord, Tenant and Leasehold Mortgagee, agreeing to all of the provisions of this paragraph 17.

18. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and Permitted Assigns.

19. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Water Plant Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws; provided, however, that such waiver shall only be for the benefit of a Leasehold Mortgagee, and it is understood and agreed that Landlord is not waiving such lien rights as to Tenant or any other party. Landlord gives Tenant the right to remove all or any portion of the same from time to time in Tenant's sole discretion and without Landlord's consent, provided such removal does not impair the integrity of the Water Plant Facilities or diminish the level of service provided therefrom to Landlord.

20. Mechanics' Liens.

(a) Tenant covenants and agrees that it will not suffer nor permit any mechanics', laborers', or materialmen's liens to be filed or placed against the Premises or the Landlord's interest therein and that it will indemnify and save the Landlord harmless from all loss or damage resulting to the Landlord on account of such liens. Tenant shall promptly pay and discharge all of such liens and claims that may at any time be filed against the Premises or any improvements thereon. If the Tenant fails to pay and discharge such liens within thirty (30) days after written notice from the Landlord to the Tenant, the Landlord shall have the right at his option to pay off and discharge the same or any portion thereof, and the amount so paid in connection therewith, plus interest thereon at the rate of eighteen (18) percent per annum from the date of such payment by the Landlord shall be payable on demand or the Landlord may, at his option, after the expiration of such notice and the failure of the Tenant to cure such default in accordance with the terms hereof, declare this Lease to be terminated and the term hereof at an end.

(b) Tenant shall do no act which shall in any way encumber the Landlord's estate in the Premises, nor shall the estate of the Landlord be in any way subject to any claim, lien or encumbrance created or suffered by the Tenant whether claimed by operation of law or by virtue of any contract by the Tenant and any claim of lien arising from any act or omission of the Tenant shall accrue only against the leasehold estate of the Tenant and shall in all respects be subject to the paramount title of the Landlord.

(c) Notwithstanding the provisions of this article, if the Tenant in good faith and by appropriate legal proceedings contests the validity of such claim or claim and deposits with the Landlord a surety bond or other security in such form and amount as Landlord may reasonably require, or makes other provisions that are effective under Florida Law to transfer the lien from the Premises, then so long as such proceedings are prosecuted with diligence and operate as a stay of execution against the Landlord's interest in said premises, in the event no bond has been posted the Tenant shall not be deemed to be in default hereunder.

21. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease, together with the Utility Agreement and the Letters (as the term "Letters" is defined in the Utility Agreement), constitute the entire agreement and understanding of the parties, and supersede all offers, negotiations and other agreements with respect to the subject matters hereof. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by both parties.

(d) Landlord agrees to cooperate with Tenant in executing any documents (including a Memorandum of Lease) necessary to protect Tenant's rights hereunder of use of the Premises by Tenant.

(e) It is expressly understood and agreed by Tenant and every person, firm, partnership, or any other entity hereafter claiming an interest pursuant to this Lease that the liability of Landlord hereunder, including for purposes of this paragraph any principal, shareholder, partner, beneficiary, co-tenant, joint venturer, officer or director of Landlord or any agent or employee of Landlord (collectively the "Related Parties") for damages, or otherwise shall be limited to Landlord's interest in and to the Premises and this Lease, and that no personal liability or personal responsibility is assumed by nor shall, at any time, be asserted or enforceable against Landlord or any Related Parties or any of their respective successors and assigns; all such personal liability, if any, being expressly waived and released other than as to the Premises, money due under the Utility Agreement, and the proceeds of insurance or condemnation pursuant to the terms of this Lease. Tenant shall not look to the property or assets of any of the shareholders, directors, partners, co-tenants, joint venturers, beneficiaries, officers, agents, servants or employees comprising Landlord or any Related Parties. Tenant further agrees that no personal judgment shall be sought, taken, rendered, entered or enforced against Landlord for any sum of money which is or may be payable hereunder for the performance of any of the obligations of Landlord hereunder, and no property or assets of any of the aforesaid entities or persons shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies hereunder, except as otherwise set forth herein. The provisions of this paragraph (e) shall survive the expiration or sooner termination of the term of this Lease.

(f) Tenant shall, at Tenant's cost and expense, promptly comply with all present and future laws, ordinances, orders, judgments, decrees, writs, injunctions, rules and regulations of all applicable governmental authorities and any agency, department, commission, board, bureau, court, instrumentality or political subdivision of any of the foregoing, now or hereafter created, having jurisdiction over the Premises, and all rules and regulations of the local fire insurance rating organization having jurisdiction and any other organization or board exercising similar functions affecting the Premises and the business conducted thereat, and the cleanliness, safety, use and occupation thereof.

DATED as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

Robert L. Boyd
Walter S. [unclear]

Kimberly G. Miller
Margaret S. [unclear]

RS PROPERTIES, INC.

By: Randall A. Fisk

Its: VICE President

REGENCY UTILITIES, INC.

By: G.W. Whitmire, Jr.
G.W. Whitmire, Jr., President

EXHIBIT A

A part of Section 13, Township 2 South, Range 27 East, Duval County, Florida, more particularly described as follows:

For a point of reference, commence at the intersection of the Easterly line of the Southeast 1/4 of the Southwest 1/4 of said Section 13, with the Northerly right-of-way line of Regency Square Boulevard, (a 115 foot right-of-way as now established); thence South $89^{\circ}45'21''$ West along said Northerly right-of-way line, a distance of 301.42 feet; thence South $00^{\circ}14'39''$ East crossing said Regency Square Boulevard, a distance of 115.00 feet to a point on the Southerly right-of-way line of said Regency Square Boulevard and the Point of Beginning; thence North $89^{\circ}45'21''$ East along said Southerly right-of-way line, a distance of 30.00 feet; thence South $00^{\circ}14'39''$ East leaving said Southerly right-of-way line, a distance of 10.00 feet; thence North $89^{\circ}45'21''$ East, a distance of 234.52 feet; thence South $01^{\circ}31'15''$ East, a distance of 75.00 feet; thence South $42^{\circ}31'46''$ West, a distance of 80.70 feet; thence North $83^{\circ}54'38''$ West, a distance of 51.60 feet; thence North $60^{\circ}20'14''$ West, a distance of 184.70 feet; thence North $00^{\circ}14'39''$ West, a distance of 46.44 feet to the Point of Beginning.

TOGETHER WITH an easement for the installation of landscaping around the exterior perimeter of the Premises in accordance with that certain Landscaping Plan prepared by Bessent, Hammack & Ruckman, Inc., dated January 1992 as Drawing L-1, Project No. 25073.68.

EXHIBIT A

EXHIBIT "F"

Special Report prepared by Burton & Associates

DOCUMENT NUMBER-DATE

01437 FEB 26 8

FPSC-COMMISSION CLERK

Regency Utilities, Inc.
Special Report
Original Certificate Application
January 23, 2008

DOCUMENT NUMBER-DATE

01437 FEB 26 8

FPSC-COMMISSION CLERK

Regency Utilities, Inc.
Original Certificate Application
Special Report

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DOCUMENT NUMBER DATE

01437 FEB 26 8

REGISTRY

Regency Utilities, Inc.
Original Certificate Application
Total System
Proposed Rates and Service Availability Charges

Line No.		Proposed Monthly Rates	
		Water	Wastewater
1	<u>Residential</u>		
2	Base Facility Charges:		
3	5/8" X 3/4"		
4	1"		
5	1.5"		
6	2"		
7	3"		
8	4"		
9	6"		
10	Gallage Charge per 1,000 Gallons		
11	<u>General Service</u>		
12	Base Facility Charges:		
13	5/8" X 3/4"	\$ 26.85	\$ 22.17
14	3/4"	40.28	33.26
15	1"	67.13	55.43
16	1.5"	134.25	110.85
17	2"	214.80	177.36
18	3"	429.60	354.72
19	4"	671.25	554.25
20	6"	1,342.50	1,108.50
21	Gallage Charge per 1,000 Gallons	2.16	3.26
22	<u>Service Availability Charges</u>		
23	System Capacity Charge:		
24	Per ERC - 250 GPD	<u>N/A</u>	<u>N/A</u>
25	General Service/Bulk per gallon of daily demand	<u>N/A</u>	<u>N/A</u>
26	Meter Fee:		
27	All Meter Sizes	<u>Actual Cost</u>	<u>Actual Cost</u>

DOCUMENT NUMBER DATE

01437 FEB 26 88

FPSC-COMMISSION CLERK

Schedule No. A-1

Regency Utilities, Inc.
Original Certificate Application
Total System
Proforma Capital Structure and Cost of Capital

Line No.		Estimated Amount	Percent Ratio	Cost of Each Percent (3)	Weighted Cost
1	Equity (1)	\$ 1,162,604	100%	9.06%	9.06%
2	Debt (2)	-	0%	7.50%	0.00%
3	Total	<u>\$ 1,162,604</u>	<u>100%</u>		<u>9.06%</u>

4 Notes:

5 (1) Equity contributions or advances from Related Entities will be made as required by the Utility
6 ownership to finance the Utility operations.

7 (2) A Proforma capital structure of 100% equity and 0% debt is proposed so that the initial rates
8 established in this proceeding will provide adequate financial resources to the Company.

9 (3) The cost of equity is based on the current PSC leverage formula. The cost of debt is based on
10 the current Prime Rate (6.50%) plus 1.00%.

Regency Utilities, Inc.
Original Certificate Application
Water System
Proforma Rate Base, Rate of Return and Operating Income

<u>Line No.</u>		<u>Schedule Reference</u>	<u>Balance</u>
1	Utility Plant in Service	B-2	1,152,902
2	Accumulated Depreciation	B-2	(569,351)
3	Contributions in Aid of Construction (CIAC)	B-6	(21,980)
4	Accumulated Amortization of CIAC	B-6	<u>18,883</u>
5			580,453
6	Allowance for Working Capital (1)		23,227
7	Proforma Rate Base		<u>603,681</u>
8	Proforma Rate of Return	A-2	<u>9.06%</u>
9	Proforma Operating Income	B-8	<u>54,699</u>
10	Note (1): Based on 12.5% of O&M Expenses per Schedule No. B-9		

Regency Utilities, Inc.
Original Certificate Application
Water System
Summary of Utility Plant Cost, Capacities, Accumulated Depreciation and Expense

Line No.	NARUC Acct. No.	Description	Estimated	PSC	Depreciation Expense	Accumulated Depreciation	Capacities (2)	
			Original Cost	Depreciation Rate			ERC's	Gallons
<u>Original System Costs</u>								
1	301	Organization (1)	\$ 25,000	2.50%	\$ 625	\$ 625	508	177,800
2	304	Structures and Improvements	285,387	3.13%	8,918	131,100	508	177,800
3	307	Wells and Springs	195,402	3.33%	6,513	75,743	508	177,800
4	309	Supply Mains	16,090	2.86%	460	5,067	508	177,800
5	310	Power Generation Equipment	58,707	5.00%	2,935	43,150	508	177,800
6	311	Water Pumping Equipment	185,199	5.00%	9,260	136,121	508	177,800
7	320	Water Treatment Equipment	15,818	4.55%	719	10,077	508	177,800
8	330	Distribution Reservoirs and Standpipes	153,890	2.70%	4,159	61,140	508	177,800
9	331	Transmission and Distribution Mains (Fire Mains)	21,980	3.03%	666	18,883	508	177,800
10	333	Services	148,540	2.50%	3,714	52,995	508	177,800
11	334	Meters and Meter Installations	46,889	5.00%	2,344	34,451	508	177,800
12		Total	<u>\$ 1,152,902</u>		<u>\$ 40,314</u>	<u>\$ 569,351</u>	<u>508</u>	<u>177,800</u>

Notes: (1) Organization costs are based on 50% of the total estimated legal, accounting and engineering costs incurred to obtain an original PSC certificate. Such costs have been allocated equally to the two types of service to be provided.

(2) Capacities are based upon buildout ERC's and average day demand per ERC per Schedule B-11

Regency Utilities, Inc.
Original Certificate Application
Water System
Estimated Cost of Water Utility Plant in Service By Primary Accounts

Line No.	Plant	Plant Costs Excl. AFUDC	Percent	Permitting/ Contingency/ Engineering	Total Costs Before AFUDC	Percent	AFUDC	Total Plant Costs
1	<u>Original Potable Water Systems Costs</u>							
2	Structures and Improvements	\$ 285,387		\$ -	\$ 285,387		\$ -	\$ 285,387
3	Wells and Springs	195,402		-	195,402		-	195,402
4	Supply Mains	16,090		-	16,090		-	16,090
5	Power Generation Equipment	58,707		-	58,707		-	58,707
6	Water Pumping Equipment	185,199		-	185,199		-	185,199
7	Water Treatment Equipment	15,818		-	15,818		-	15,818
8	Distribution Reservoirs and Standpipes	153,890		-	153,890		-	153,890
9	Transmission and Distribution Mains (Fire Mains)	21,980		-	21,980		-	21,980
10	Services	148,540		-	148,540		-	148,540
11	Meters and Meter Installations	46,889		-	46,889		-	46,889
12	Total Original Potable Water System Plant Costs	<u>\$ 1,127,902</u>		<u>\$ -</u>	<u>\$ 1,127,902</u>		<u>\$ -</u>	<u>\$ 1,127,902</u>

Regency Utilities, Inc.
Original Certificate Application
Water System
Calculation of AFUDC Excluding Meters

Line No.	<u>Month</u>	Estimated Monthly CWIP <u>Increase</u>	Accumulated CWIP Beginning <u>of Month</u>	Accumulated CWIP End of <u>Month</u>	Average CWIP <u>Balance</u>	Monthly <u>AFUDC</u>	Total <u>Capitalized</u>
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- 1 No AFUDC or interest during construction was charged in the construction of the original sites or
- 2 distribution systems.

Regency Utilities, Inc.
Original Certificate Application
Water System
Projected Accumulated Depreciation and Expense

Line No.	NARUC Acct. No.	Description	Estimated Cost	PSC Depreciation Rate	Accumulated Depreciation (1)	Depreciation Expense
1	301	Organization	\$ 25,000	2.50%	\$ 625	\$ 625
2	304	Structures and Improvements	285,387	3.13%	131,100	8,918
3	307	Wells and Springs	195,402	3.33%	75,743	6,513
4	309	Supply Mains	16,090	2.86%	5,067	460
5	310	Power Generation Equipment	58,707	5.00%	43,150	2,935
6	311	Water Pumping Equipment	185,199	5.00%	136,121	9,260
7	320	Water Treatment Equipment	15,818	4.55%	10,077	719
8	330	Distribution Reservoirs and Standpipes	153,890	2.70%	61,140	4,159
9	331	Transmission and Distribution Mains (Fire Mains)	21,980	3.03%	18,883	666
10	333	Services	148,540	2.50%	52,995	3,714
11	334	Meters and Meter Installations	46,889	5.00%	34,451	2,344
12		Total	<u>\$ 1,152,902</u>		<u>\$ 569,351</u>	<u>\$ 40,314</u>

13 Note (1): Accumulated depreciation through December 31, 2007 was calculated using PSC guideline rates, estimated original
14 costs and the age of each plant facility as provided by the Company.

Regency Utilities, Inc.
Original Certificate Application
Water System
Calculation of Proposed Service Availability Charges, CIAC Level at Build-out and
Statement Regarding Proposed Service Availability Policy

<u>Line No.</u>	<u>T&D Cost</u>	<u>Accumulated Amortization</u>	<u>Annual Amortization</u>	<u>Net CIAC</u>
1	<u>Property CIAC</u>			
2	\$ 21,980	\$ 18,883	\$ 666	\$ 3,097
3	The cost of the transmission and distribution system has been classified as CIAC to meet the minimum guideline			
4	requirements of Rule 25-30.580. Future additions to the transmission and distribution system (if any) will be contributed.			

Regency Utilities, Inc.
Original Certificate Application
Water System
CIAC, Accumulated Amortization of CIAC and Annual Amortization

Line No.	Year	Description	No. of New ERC's	Proposed Charge per ERC	Total CIAC	Amortization Rate	Accumulated Amortization	Annual Amortization
1		The potable water system is built out; therefore, no future collections are projected and this schedule is not applicable						

Regency Utilities, Inc.
Original Certificate Application
Water System
Constructed Statement of Operations

Line No.		Estimated Amount	Proforma Adjustments	Proforma Amount	Schedule Reference
1	Operating Revenue		<u>\$ 303,565</u>	(A) <u>\$ 303,565</u>	
2	Operating Expenses				
3	O&M Expense	\$ 185,818		185,818	B-9
4	Depreciation	40,314		40,314	B-5
5	Amortization of CIAC	(666)		(666)	B-6
6	Taxes other than Income	9,739	13,660	(B) 23,400	B-10
7		<u>235,205</u>	<u>13,660</u>	<u>248,865</u>	
8	Operating Income (loss)	<u>\$ (235,205)</u>	<u>\$ 289,904</u>	<u>\$ 54,699</u>	B-1
9	Rate Base	<u>\$ 603,681</u>		<u>\$ 603,681</u>	B-1
10	Rate of Return	<u>-38.96%</u>		<u>9.06%</u>	A-2
11	Proforma Adjustments:				
12	(A) Total revenue requested to realize a 9.06% rate of return.			<u>\$ 303,565</u>	
13	(B) Regulatory assessment fees (RAF's)				
14	Total Revenue Requested			\$ 303,565	
15	RAF Rate			4.50%	
16	Regulatory Assessment Fees			<u>\$ 13,660</u>	

Regency Utilities, Inc.
Original Certificate Application
Water System
Detail of Proforma O&M Expenses

Line No.	NARUC Acct. No.	Description	Estimated Amount
1	610	Purchased Water (1)	\$ 63,159
2	615	Purchased Power	382
3	620	Materials & Supplies (equipment & building repairs)	10,398
4	633	Contractual Services: Legal	865
5	634	Contractual Services: Management Fees (Billing/collection, customer accounts, accounting, management costs)	78,761
6	636	Contractual Services: Other (Meter reading, fire protection, monitoring)	10,221
7	641	Rental of Building & Real Property	5,109
8	657	Insurance: General Liability	1,781
9	670	Bad Debt Expense (2)	3,036
10	675	Miscellaneous (Alarm system, bank charges, licenses & permits, postage, telephone, admin., etc.)	<u>12,107</u>
11		Total Estimated O&M Expense	<u>\$ 185,818</u>
12		(1) Costs were estimated by Burton & Associates based on current wholesale rates and	
13		estimated annual water sold per Schedule B-11.	
14		(2) Estimated at 1% of requested revenues per Schedule B-8	

Regency Utilities, Inc.
Original Certificate Application
Water System
Projected Taxes Other Than Income Taxes

Line No.	<u>Description</u>	<u>Cost</u>	<u>Millage Rate</u>	<u>Projected Tax</u>
1	<u>Tangible Personal Property (Excludes Organization)</u>			
2	Total Projected Cost	\$ 1,152,902		
3	Accumulated Depreciation	<u>(569,351)</u>		
4	Estimated Taxable Value	<u>\$ 583,551</u>	1.66894%	\$9,739
5	<u>Payroll Taxes</u>			
6	Total Salaries & Wages	<u>\$ -</u>	7.65%	<u>-</u>
7	Total Taxes other than Income			<u>\$ 9,739</u>

Regency Utilities, Inc.
Original Certificate Application
Water System
Rate Computation

Line No.		Total	Percent Allocation		Rate Component	
			BFC	Gallonage	BFC	Gallonage
1	<u>Operation & Maintenance (O&M)</u>					
2	Purchased Water	\$ 63,159		100.00%	\$ -	\$ 63,159
3	Purchased Power	382	50.00%	50.00%	191	191
4	Materials & Supplies	10,398	50.00%	50.00%	5,199	5,199
5	Contractual Services: Legal	865	100.00%		865	-
6	Contractual Services: Management Fees (Billing, customer accounts, acctng., mgmt. costs)	78,761	100.00%		78,761	-
7	Contractual Services: Other (Meter reading, fire protection, monitoring)	10,221	100.00%		10,221	-
8	Rental of Building & Real Property	5,109	50.00%	50.00%	2,554	2,554
9	Insurance - General Liability	1,781	50.00%	50.00%	890	890
10	Bad Debt Expense	3,036	50.00%	50.00%	1,518	1,518
11	Miscellaneous (Alarm system, bank charges, licenses & permits, postage, telephone, admin., etc.)	12,107	100.00%		12,107	-
12	Total Estimated O&M Expense	<u>185,818</u>				
13	Depreciation Expense - Net	<u>39,648</u>	100.00%	0.00%	39,648	-
14	<u>Taxes Other Than Income</u>					
15	Real Estate & Property Taxes	9,739	50.00%	50.00%	4,870	4,870
16	Regulatory Assessment Fees	13,660	50.00%	50.00%	6,830	6,830
17		<u>23,400</u>				
18	Operating Income	<u>54,699</u>	0.00%	100.00%	-	54,699
19	Total Revenue Requested	<u>\$ 303,565</u>			<u>\$ 163,654</u>	<u>\$ 139,910</u>
20	No. of ERC's at buildout level of operation				508	508
21	No. of Months				12	
22	Annual No. of monthly ERC's				6,096	
23	Average daily demand per ERC (gpd)					350
24	Daily demand					177,800
25	Days in year					365
26	Estimated annual gallons sold - thousands					<u>64,897</u>
27	Rates - Base Facility Charge/Gallonage Charge per 1,000 Gallons				<u>\$ 26.85</u>	<u>\$ 2.16</u>

Regency Utilities, Inc.
Original Certificate Application
Wastewater System
Proforma Rate Base, Rate of Return and Operating Income

<u>Line No.</u>		<u>Schedule Reference</u>	<u>Balance</u>
1	Utility Plant in Service	C-2	61,942
2	Accumulated Depreciation	C-2	(26,371)
3	Contributions in Aid of Construction (CIAC)	C-6	(30,266)
4	Accumulated Amortization of CIAC	C-6	<u>24,221</u>
5			29,532
6	Allowance for Working Capital (1)		30,084
7	Proforma Rate Base		<u>59,617</u>
8	Proforma Rate of Return	A-2	<u>9.06%</u>
9	Proforma Operating Income	C-8	<u>5,402</u>
10	Note (1): Based on 12.5% of O&M Expenses per Schedule No. C-9		

Regency Utilities, Inc.
Original Certificate Application
Wastewater System
Summary of Utility Plant Cost, Capacities, Accumulated Depreciation and Expense

Line No.	NARUC Acct. No.	Description	Estimated Original Cost	PSC Depreciation Rate	Depreciation Expense	Accumulated Depreciation	Capacities (2)	
							ERC's	Gallons
<u>Original System Costs</u>								
1	351	Organization (1)	\$ 25,000	2.50%	\$ 625	\$ 625	437	120,175
2	361	Collection Sewers - Gravity	30,260	2.22%	672	24,221	437	120,175
3	363	Services to Customers	6,682	2.63%	176	1,525	437	120,175
4		Total	<u>\$ 61,942</u>		<u>\$ 1,473</u>	<u>\$ 26,371</u>	<u>437</u>	<u>120,175</u>

5 Notes: (1) Organization costs are based on 50% of the total estimated legal, accounting and engineering costs incurred to
6 obtain an original PSC certificate. Such costs have been allocated equally to the two types of service to be provided.

7 (2) Capacities are based upon buildout ERC's and average day demand per ERC per Schedule C-11

Regency Utilities, Inc.
Original Certificate Application
Wastewater System
Estimated Cost of Wastewater Utility Plant in Service By Primary Accounts

Line No.	Plant	Plant Costs Excl. AFUDC	Percent	Permitting/ Contingency/ Engineering	Total Costs Before AFUDC	Percent	AFUDC	Total Plant Costs
1	<u>Original Wastewater System Costs</u>							
2	Collection Sewers - Gravity	\$ 30,260		\$ -	\$ 30,260		\$ -	\$ 30,260
3	Services to Customers	6,682		-	6,682		-	6,682
12	Total Original Wastewater System Plant Costs	<u>\$ 36,942</u>		<u>\$ -</u>	<u>\$ 36,942</u>		<u>\$ -</u>	<u>\$ 36,942</u>

Regency Utilities, Inc.
 Original Certificate Application
 Wastewater System
 Calculation of AFUDC Excluding Meters

Line <u>No.</u>	<u>Month</u>	Estimated Monthly CWIP <u>Increase</u>	Accumulated CWIP Beginning <u>of Month</u>	Accumulated CWIP End of <u>Month</u>	Average CWIP <u>Balance</u>	Monthly <u>AFUDC</u>	Total <u>Capitalized</u>
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- 1 No AFUDC or interest during construction was charged in the construction of the original sites or
- 2 collection systems.

Regency Utilities, Inc.
Original Certificate Application
Wastewater System
Projected Accumulated Depreciation and Expense

Line No.	NARUC Acct. No.	Description	Estimated Cost	PSC Depreciation Rate	Accumulated Depreciation (1)	Depreciation Expense
1	351	Organization	\$ 25,000	2.50%	\$ 625	\$ 625
2	361	Collection Sewers - Gravity	30,260	2.22%	24,221	672
3	363	Services to Customers	6,682	2.63%	1,525	176
12		Total	<u>\$ 61,942</u>		<u>\$ 26,371</u>	<u>\$ 1,473</u>

13 Note (1): Accumulated depreciation through December 31, 2007 was calculated using PSC guideline rates, estimated original
14 costs and the age of each plant facility as provided by the Company.

Regency Utilities, Inc.
 Original Certificate Application
 Wastewater System
 Calculation of Proposed Service Availability Charges, CIAC Level at Build-out and
 Statement Regarding Proposed Service Availability Policy

<u>Line No.</u>		<u>Collection Cost</u>	<u>Accumulated Amortization</u>	<u>Annual Amortization</u>	<u>Net CIAC</u>
1	<u>Property CIAC</u>				
2	Collection Sewers - Gravity	<u>\$ 30,260</u>	<u>\$ 24,221</u>	<u>\$ 672</u>	<u>\$ 6,039</u>
3	The cost of collection sewers has been classified as CIAC to meet the minimum guideline				
4	requirements of Rule 25-30.580. Future additions to the collection system (if any) will be contributed.				

Regency Utilities, Inc.
Original Certificate Application
Wastewater System
CIAC, Accumulated Amortization of CIAC and Annual Amortization

<u>Line No.</u>	<u>Year</u>	<u>Description</u>	<u>No. of New ERC's</u>	<u>Proposed Charge per ERC</u>	<u>Total CIAC</u>	<u>Amortization Rate</u>	<u>Accumulated Amortization</u>	<u>Annual Amortization</u>
1		The wastewater system is built out; therefore, no future collections are projected and this schedule is not applicable						

Regency Utilities, Inc.
Original Certificate Application
Wastewater System
Constructed Statement of Operations

Line No.		Estimated Amount	Proforma Adjustments	Proforma Amount	Schedule Reference
1	Operating Revenue		<u>\$ 259,132</u>	(A) \$ 259,132	
2	Operating Expenses				
3	O&M Expense	\$ 240,675		240,675	C-9
4	Depreciation	1,473		1,473	C-5
5	Amortization of CIAC	(672)		(672)	C-6
6	Taxes other than Income	594	11,661	(B) 12,255	C-10
7		<u>242,069</u>	<u>11,661</u>	<u>253,730</u>	
8	Operating Income (loss)	<u>\$ (242,069)</u>	<u>\$ 247,471</u>	<u>\$ 5,402</u>	C-1
9	Rate Base	<u>\$ 59,617</u>		<u>\$ 59,617</u>	C-1
10	Rate of Return	<u>-406.04%</u>		<u>9.06%</u>	A-2
11	Proforma Adjustments:				
12	(A) Total revenue requested to realize a 9.06% rate of return.			<u>\$ 259,132</u>	
13	(B) Regulatory assessment fees (RAF's)				
14	Total Revenue Requested			\$ 259,132	
15	RAF Rate			4.50%	
16	Regulatory Assessment Fees			<u>\$ 11,661</u>	

Regency Utilities, Inc.
Original Certificate Application
Wastewater System
Detail of Proforma O&M Expenses

Line No.	NARUC Acct. No.	Description	Estimated Amount
1	710	Purchased Wastewater Treatment (1)	\$ 125,012
2	715	Purchased Power	495
3	720	Materials & Supplies (equipment & building repairs)	634
4	733	Contractual Services: Legal	865
5	734	Contractual Services: Management Fees (Billing/collection, customer accounts, accounting, management costs)	74,201
6	736	Contractual Services: Other (Meter reading, fire protection, monitoring)	12,272
7	741	Rental of Building & Real Property	6,617
8	757	Insurance: General Liability	2,307
9	770	Bad Debt Expense (2)	2,591
10	775	Miscellaneous (Alarm system, bank charges, licenses & permits, postage, telephone, admin., etc.)	<u>15,681</u>
11		Total Estimated O&M Expense	<u>\$ 240,675</u>
12		(1) Costs were estimated by Burton & Associates based on current wholesale rates and	
13		estimated annual water sold per Schedule C-11.	
14		(2) Estimated at 1% of requested revenues per Schedule C-8	

Regency Utilities, Inc.
Original Certificate Application
Wastewater System
Projected Taxes Other Than Income Taxes

Line No.	<u>Description</u>	<u>Cost</u>	<u>Millage Rate</u>	<u>Projected Tax</u>
1	<u>Tangible Personal Property (Excludes Organization)</u>			
2	Total Projected Cost	\$ 61,942		
3	Accumulated Depreciation	<u>(26,371)</u>		
4	Estimated Taxable Value	<u>\$ 35,571</u>	1.66894%	\$594
5	<u>Payroll Taxes</u>			
6	Total Salaries & Wages	<u>\$ -</u>	7.65%	<u>-</u>
7	Total Taxes other than Income			<u>\$ 594</u>

Regency Utilities, Inc.
Original Certificate Application
Wastewater System
Rate Computation

Line No.		Percent Allocation		Rate Component		
		Total	BFC	Gallonge	BFC	Gallonge
1	<u>Operation & Maintenance (O&M)</u>					
2	Purchased Wastewater Treatment	\$ 125,012		100.00%	\$ -	\$ 125,012
3	Purchased Power	495	50.00%	50.00%	247	247
4	Materials & Supplies (equipment & building repairs)	634	50.00%	50.00%	317	317
5	Contractual Services: Legal	865	100.00%		865	-
6	Contractual Services: Management Fees (Billing, customer accounts, acctng., mgmt. costs)	74,201	100.00%		74,201	-
7	Contractual Services: Other (Meter reading, fire protection, monitoring)	12,272	100.00%		12,272	-
8	Rental of Building & Real Property	6,617	50.00%	50.00%	3,308	3,308
9	Insurance - General Liability	2,307	50.00%	50.00%	1,153	1,153
10	Bad Debt Expense	2,591	50.00%	50.00%	1,296	1,296
11	Miscellaneous (Alarm system, bank charges, licenses & permits, political contributions, admin.)	15,681	100.00%		15,681	-
12	Total Estimated O&M Expense	<u>240,675</u>				
13	Depreciation Expense - Net	<u>801</u>	100.00%	0.00%	801	-
14	<u>Taxes Other Than Income</u>					
15	Real Estate & Property Taxes	594	50.00%	50.00%	297	297
16	Regulatory Assessment Fees	11,661	50.00%	50.00%	5,830	5,830
17		<u>12,255</u>				
18	Operating Income	<u>5,402</u>	0.00%	100.00%	-	5,402
19	Total Revenue Requested	<u>\$ 259,132</u>			<u>\$ 116,269</u>	<u>\$ 142,863</u>
20	No. of ERC's at buildout level of operation				437	437
21	No. of Months				<u>12</u>	
22	Annual No. of monthly ERC's				5,244	
23	Average daily demand per ERC (gpd)					<u>275</u>
24	Daily demand					<u>120,175</u>
25	Days in year					<u>365</u>
26	Estimated annual gallons sold - thousands					<u>43,864</u>
27	Rates - Base Facility Charge/Gallonge Charge per 1,000 Gallons				<u>\$ 22.17</u>	<u>\$ 3.26</u>

WATER TARIFF

REGENCY UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

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WATER TARIFF

REGENCY UTILITIES, INC.
NAME OF COMPANY

One Independence Drive, Suite 3120

Jacksonville, Florida 32202
(ADDRESS OF COMPANY)

(904)247-0787
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

DOCUMENT NUMBER-DATE
01437 FEB 26 88
FPSC-COMMISSION CLERK

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WATER TARIFF

WATER TARIFF

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ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Duval

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
---------------------	--------------------	----------------------	--------------------

(Continued to Sheet No. 3.1)

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

PARCEL "A" ("ENTIRE PREMISES")

A part of Sections 13 and 24, Township 2 South, Range 27 East, Duval County, Florida, more particularly described as follows: Commence at the Northeasterly corner of said Section 24; thence South 89°41'10" West, along the Northerly line of said Section 24, 1150.02 feet to the Westerly right of way line of Monument Road (as established for a width of 100 feet) and the POINT OF BEGINNING; thence South 00°18'50" East, along said Westerly right of way line, 431.02 feet to its intersection with the Northerly right of way line of the Arlington Expressway; thence South 83°17'50" West, along said Northerly right of way line, 690.41 feet to the point of a curve to the right, said curve being concave Northerly and having a radius of 5679.65 feet; thence continue along said Northerly right of way line along and around said curve an arc distance of 1574.52 feet; thence continue along said right of way line North 00°18'50" West, 33.45 feet to a curve concave Northeasterly and having a radius of 5646.65 feet; thence continue along said Northerly right of way line along and around said curve an arc distance of 556.44 feet to the point of a compound curve to the right, said curve being concave Northeasterly and having a radius of 4366.66 feet; thence continue along said Northerly right of way of line along and around said curve an arc distance of 879.22 feet; thence North 64°05'10" West, 98.48 feet; thence North 10°28'24" East, 136.95 feet to its intersection with a curve concave Southeasterly and having a radius of 1527.02 feet; thence Northeasterly along and around said curve an arc distance of 773.14 feet; thence North 45°24'31" East, 263.23 feet to its intersection with the Southerly right of way line of Regency Square Boulevard; thence North 89°45'21" East, along said Southerly right of way line, 1737.82 feet; thence South 01°31'15" East, 325.58 feet; Thence North 89°41'10" East, 1383.45 feet to its intersection with the aforementioned Westerly right of way line of Monument Road; thence South 00°10'50" East, along said Westerly right of way, 690 feet to the POINT OF BEGINNING.

ROBERT L. STEIN
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NAME OF COMPANY: REGENCY 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>
Duval	Regency Square Mall	GS	12.0

ROBERT L. STEIN
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NAME OF COMPANY: REGENCY UTILITIES, INC.
WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to 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" - REGENCY UTILITIES, INC.
- 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 which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 "POINT OF DELIVERY" - For water systems, "Point of Delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.

(Continued to Sheet No. 5.1)

ROBERT L. STEIN
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NAME OF COMPANY: REGENCY UTILITIES, INC.
WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "RATE" - Amount which the utility may charge for water service which is applied to the customer's actual consumption.
- 11.0 "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.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, 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.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds 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.

ROBERT L. STEIN
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TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WATER TARIFF

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(Continued to Sheet No. 6.1)

ROBERT L. STEIN
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TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WATER TARIFF

(Continued from Sheet No. 6.0)

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ROBERT L. STEIN
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TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
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 to Sheet No. 8.0)

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WATER TARIFF

(Continued from Sheet No. 7.0)

RULES AND REGULATIONS
(continued)

- 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 the Customer 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 to Sheet No. 9.0)

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 8.0)

RULES AND REGULATIONS
(continued)

- 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), F.A.C., 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 to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued to Sheet No. 10.0)

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 9.0)

RULES AND REGULATIONS

(continued)

- 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 refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 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.

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

REGENCY UTILITIES, INC.
WATER TARIFF

GENERAL SERVICE
RATE SCHEDULE GS

- 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
- RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 26.85
3/4"	\$ 40.28
1"	\$ 67.13
1 1/2"	\$ 134.25
2"	\$ 214.80
3"	\$ 429.60
4"	\$ 671.25
6"	\$1,342.50

Gallage Charge -
(Per 1,000 Gallons) \$ 2.16

- MINIMUM CHARGE - Equals Base Facility Charge above
- 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 - Original Certificate

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 13.0

REGENCY UTILITIES, INC.
WATER TARIFF

HELD FOR FUTURE USE

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WATER TARIFF

HELD FOR FUTURE USE

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
 WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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"	\$ _____	\$ _____
1"	\$ _____	\$ _____
Over 1"	_____	_____

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 December 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 - Original Certificate

ROBERT L. STEIN
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
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"	\$
1" and 1 1/2"	\$
2"and above	Actual Cost

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

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

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
 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 would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge would 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 would 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 would 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

	<u>Business Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ <u>15.00</u>	\$ <u>22.50</u>
Normal Reconnection Fee	\$ <u>15.00</u>	\$ <u>22.50</u>
Violation Reconnection Fee	\$ <u>15.00</u>	\$ <u>22.50</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>	\$ <u>15.00</u>

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

ROBERT L. STEIN
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<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"	\$ ¹	
<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	\$ ¹	
<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	\$ ¹	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -

TYPE OF FILING -

ROBERT L. STEIN
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.

WATER TARIFF

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ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.

ORIGINAL SHEET NO. 20.0

WATER TARIFF

APPLICATION FOR WATER SERVICE

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

"Held for Future Use"

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY: REGENCY UTILITIES, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Service Availability Policy.....	N/A

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 24.0

SERVICE AVAILABILITY POLICY

N/A

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

EXHIBIT "G"

Proposed Water Tariff

(Original & 2 copies)

2 copies forwarded to GER.

DOCUMENT NUMBER-DATE

01437 FEB 26 8

FPSC-COMMISSION CLERK

WASTEWATER TARIFF

REGENCY UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

REGENCY UTILITIES, INC.
NAME OF COMPANY

One Independence Drive, Suite 3120

Jacksonville, Florida 32202
(ADDRESS OF COMPANY)

(904)247-0787
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.

WASTEWATER TARIFF

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ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Duval

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
---------------------	--------------------	----------------------	--------------------

(Continued to Sheet No. 3.1)

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
 WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

PARCEL "A" ("ENTIRE PREMISES")

A part of Sections 13 and 24, Township 2 South, Range 27 East, Duval County, Florida, more particularly described as follows: Commence at the Northeasterly corner of said Section 24; thence South 89°41'10" West, along the Northerly line of said Section 24, 1150.02 feet to the Westerly right of way line of Monument Road (as established for a width of 100 feet) and the POINT OF BEGINNING; thence South 00°18'50" East, along said Westerly right of way line, 431.02 feet to its intersection with the Northerly right of way line of the Arlington Expressway; thence South 83°17'50" West, along said Northerly right of way line, 690.41 feet to the point of a curve to the right, said curve being concave Northerly and having a radius of 5679.65 feet; thence continue along said Northerly right of way line along and around said curve an arc distance of 1574.52 feet; thence continue along said right of way line North 00°18'50" West, 33.45 feet to a curve concave Northeasterly and having a radius of 5646.65 feet; thence continue along said Northerly right of way line along and around said curve an arc distance of 556.44 feet to the point of a compound curve to the right, said curve being concave Northeasterly and having a radius of 4366.66 feet; thence continue along said Northerly right of way of line along and around said curve an arc distance of 879.22 feet; thence North 64°05'10" West, 98.48 feet; thence North 10°28'24" East, 136.95 feet to its intersection with a curve concave Southeasterly and having a radius of 1527.02 feet; thence Northeasterly along and around said curve an arc distance of 773.14 feet; thence North 45°24'31" East, 263.23 feet to its intersection with the Southerly right of way line of Regency Square Boulevard; thence North 89°45'21" East, along said Southerly right of way line, 1737.82 feet; thence South 01°31'15" East, 325.58 feet; Thence North 89°41'10" East, 1383.45 feet to its intersection with the aforementioned Westerly right of way line of Monument Road; thence South 00°10'50" East, along said Westerly right of way, 690 feet to the POINT OF BEGINNING.

ROBERT L. STEIN
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
Duval	Regency Square Mall	GS	12.0

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
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 utility is Regency Utilities, Inc.
- 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)

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

TECHNICAL TERMS AND ABBREVIATIONS
(continued)

- 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, 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 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.

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
 WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

ROBERT L. STEIN
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
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)

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
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 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.

(Continued on Sheet No. 9.0)

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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.

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.

(Continued on Sheet No. 10.0)

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 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.
- 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, 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.

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0 HELD FOR FUTURE USE
Service Availability Fees and Charges	16.0

ROBERT L. STEIN
ISSUING OFFICER

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TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
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

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 22.17
3/4"	\$ 33.26
1"	\$ 55.43
1 1/2"	\$ 110.85
2"	\$ 177.36
3"	\$ 354.72
4"	\$ 554.25
6"	\$1,108.50

Gallonage Charge -
(Per 1,000 Gallons) \$ 3.26

MINIMUM CHARGE -

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 wastewater service, service may then be discontinued.

EFFECTIVE DATE - _____

TYPE OF FILING - Original Certificate

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

HELD FOR FUTURE USE

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

CUSTOMER DEPOSITS

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"	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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 December 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 - Original Certificate

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
 WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state 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

	<u>Business Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ <u>15.00</u>	\$ <u>22.50</u>
Normal Reconnection Fee	\$ <u>15.00</u>	\$ <u>22.50</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>	\$ <u>15.00</u>

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

EFFECTIVE DATE - _____

TYPE OF FILING - Original Certificate

ROBERT L. STEIN
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

REFER TO SERVICE AVAILABILITY POLICY

<u>DESCRIPTION</u>	<u>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	\$ ¹	
<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	\$	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC ()GPD	\$	
All others-per gallon	\$	
or		
Residential-per lot ()foot frontage)	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC ()GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC ()GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE - _____

TYPE OF FILING - Original Certificate

ROBERT L. STEIN
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE 19.0

COPY OF CUSTOMER'S BILL 20.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT 18.0

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 18.0

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

Sample Application Form

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 (oral or written) notice within _____ days prior to the date the Customer desires to terminate service.

Dated: _____

Signature

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY: REGENCY UTILITIES, INC.
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

HELD FOR FUTURE USE

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: REGENCY UTILITIES, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

HELD FOR FUTURE USE

ROBERT L. STEIN
ISSUING OFFICER

PRESIDENT
TITLE

EXHIBIT "I"

Affidavit of Mailing Notice to Entities
(to be Late Filed)

EXHIBIT "J"

Affidavit of Mailing Notice to Property Owners
(to be Late File)

EXHIBIT "K"

**Affidavit of Publication
(to be late filed)**