

LETTER OF TRANSMITTAL

W.F. McCain & Associates, Inc.

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 Vero Beach, Florida 32960
 Phone: (772) 770-1093
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Date: May 6, 2008
Job Number: 07-235
Attention: Office of Commission Clerk
Re: Sebastian Inlet Marina
 Docket No. 080164-WU
 Section 14, Township 30S, Range 38E

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

RECEIVED-FPSC
 08 MAY -7 PM 4:23
 COMMISSION CLERK

WE ARE SENDING YOU:

- | | | |
|---|----------------------------------|---|
| <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Prints | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Under separate cover | <input type="checkbox"/> Plans | <input type="checkbox"/> Copy of Letter |
| <input type="checkbox"/> Shop drawings | <input type="checkbox"/> Samples | <input type="checkbox"/> Change Order |

	<u>COPIES</u>	<u>DESCRIPTION</u>
CMP _____	1	Original Response to Comment Letter dated 4/11/08
COM _____	4	Copies of Response to Comment Letter dated 4/11/08
CTR _____	1	Original First Revised Tariff Sheet No. 3.0
ECR _____	4	Copies of First Revised Tariff Sheet No. 3.0
GCI _____	1	Original First Revised Tariff Sheet No. 3.1
OPC _____	4	Copies of First Revised Tariff Sheet No. 3.1
RCA _____	1	Original Original Tariff Sheet No. 3.2
SCR _____	4	Copies of First Original Tariff Sheet No. 3.2
SGA _____	1	Original Water Tariff
SEC _____	4	Copies of Water Tariff
OTH _____	1	Original Revised General Service Rate Schedule GS
	4	Copies Revised General Service Rate Schedule GS
	1	Letter of Acceptance of Potable Water & Fire Flow Commitment (unexecuted)
	4	Copies of Letter of Acceptance of Potable Water & Fire Flow Commitment (unexecuted)

** All copies of Tariffs forwarded R-12*

03778 MAY -7 08
 FPSC-COMMISSION CLERK

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | |
|--|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted |
| <input checked="" type="checkbox"/> for your use | <input type="checkbox"/> Approved as noted |
| <input type="checkbox"/> as requested | <input type="checkbox"/> Return for corrections |
| <input type="checkbox"/> For review and comments | |

April 28, 2008

Patti Daniel
Public Utilities Supervisor
Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: Docket No. 080164-WU, Application for quick take amendment of Certificate 439~W to extend water service territory in Brevard County by San Sebastian Water. Engineer's Project No. 07-235

Dear Ms. Daniel:

We have received your letter dated 4/11/08, requesting additional information for the above referenced project. This letter and enclosures are intended to address the PSC's concerns as described in the comments contained in your letter. The following responses are categorized by department and numbered to correspond to your comments.

Deficiencies

1. *As required by section 367.045 (1) (a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code (F.A.C.), the utility must provide notice of the application and affidavits that the notice was given to the customers, the governing bodies, and privately owned water and wastewater utilities. The notice must also be published in a local newspaper of general circulation. Please provide a copy of the notice of the application and affidavits of noticing as required in Rule 25-30.030, F.A.C. and an example of a notice.*

Affidavits of noticing and proof of publication were sent to the Office of the Commission Clerk on April 24, 2008 via UPS.

2. *Rule 25-30.036 (3) (0) F.A.C., requires an original and two copies of sample tariff sheets reflecting the additional service area. The tariff sheets included with the application, did not reflect the additional service area requested by the utility.*

Pursuant to Rule 25-30.036 (3) (0), we are enclosing one (1) original and four (4) copies of sample tariff sheets which reflect the additional service area.

Additional Information

1. *Upon review of the utility's rates and charges authorized by the Commission, it has been determined that there are no applicable general service monthly rates. The marina which the utility proposes to provide service to will be considered a general service customer. The utility cannot charge the marina for service until the Commission has approved the rates and charges for its particular class of service. Rule 25-30.135 (2), F.A.C., indicates that no utility*

may modify or revise its schedules of rates and charges' until the utility files and receives approval from the Commission for any such modification or revision. Section 367.091 (5), Florida Statutes, requires that the utility furnish a schedule of rates or charges for a new class of service not previously approved by the Commission. The Commission may approve such rates or charges as filed or may approve such other rates or charges for the new class of service which it finds are just, reasonable, and compensatory.

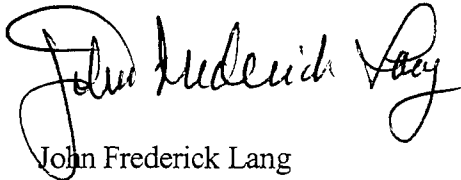
A revised General Service Rate Schedule GS is included with this response.

2. *The commitment letter included with the application indicates a possible developer's agreement between the parties. This possible agreement appears to fall outside of the utility's existing service availability policy. Therefore, pursuant to Rule 25-30.550, F.A.C. a special service availability contract shall be approved by the Commission prior to becoming effective. A special service availability contract has not yet been formally submitted to the Commission for consideration.*

Please see the attached letter, accepting the Potable Water & Fire Flow Commitment previously submitted as the formal agreement. The original is out for signature and will be forward to your office upon execution.

We hope that this information is sufficient to complete your review. Please do not hesitate to call if you have any questions.

Regards,



John Frederick Lang
Construction Manager

W. F. McCain & Assoc., Inc.

JFL:lm

Enclosures

cc: Chuck Wahlen, San Sebastian Water, LLC
Preston Perrone, Sebastian Inlet Marina, LLC

ORIGINAL

FIRST REVISED SHEET NO. 3.0

NAME OF COMPANY San Sebastian Water, LLC

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 439-W

COUNTY - Brevard

COMMISSION ORDER(s) APPROVING TERRITORY SERVICED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
13816	10/29/84	840189-WU	Original Certificate
PSC-01-0426-FOF-WU	2/26/01	001145 - WV	Transfer of Majority Control
		080164-WU	Amendment

(Continued to Sheet No. 3.1)

DOCUMENT NUMBER-DATE
03778 MAY -7 08
FPSC-COMMISSION CLERK

CHARLES H. WAHLEN, MANAGER

SAN SEBASTIAN WATER, LLC

ORIGINAL

FIRST REVISED SHEET NO. 3.1

NAME OF COMPANY San Sebastian Water, LLC

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Township 30 South, Range 38 East

SECTION 14

That portion of the South ½ of said Section 14 lying East of the Florida East Coast Railroad and West of U. S. Highway No.1.

LESS

The North 250 feet thereof.

SECTION 23

That part of the East ½ of the Northwest ¼ of said Section 23 laying East of the East Right-of-Way of the Florida East Coast Railroad.

AND

The north 400 feet of said Section 23 lying East of the Florida East Coast Railroad and West of U.S. Highway 1.

LESS

That portion thereof described as beginning at the intersection of the Western Right-of-Way of U. S. Highway 1 and the Northern Right-of-Way of Tenth Street; thence North 89°38' East a distance of 605 feet, more or less, to the East Right-of-Way of Third Street; thence North, following said Right-of-Way of Third Street, a distance of 265 feet, more or less, to the South Right-of-Way of Eleventh Street; thence North, following said Right-of-Way of Eleventh Street, a distance of 605 feet, more or less, to the Western Right-of-Way of U. S. Highway 1; thence South, following said Right-of-Way of U. S. Highway 1, a distance of 265 feet, more or less, to the Point of Beginning.

(Continued

CHARLES H. WAHLEN, MANAGER

SAN SEBASTIAN WATER, LLC

DOCUMENT NUMBER-DATE

03778 MAY -7 88

FPSC-COMMISSION CLERK

ORIGINAL

ORIGINAL SHEET NO. 3.2

NAM;E OF COMPANY San Sebastian Water, LLC

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

Township 30 South, Range 38 East

SECTION 14

That part of south 467.17 feet of government lot 6 lying east of U.S. Highway 1 and part of Tract A of Plat Book 8 Page 15 as described in Official Records Book 190 Page 608 and Official Records Book 4967 Page 3282 Part HH-A-1; Parcel ID # 30-38-14-00-00519.0-0000.00

CHARLES H. WAHLEN, MANAGER

SAN SEBASTIAN WATER, LLC

DOCUMENT NUMBER-DATE

03778 MAY-7 8

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ORIGINAL

WATER TARIFF

SAN SEBASTIAN WATER, LLC

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

DOCUMENT NUMBER-DATE

03778 MAY -7 08

FPSC-COMMISSION CLERK

WATER TARIFF

SAN SEBASTIAN WATER, LLC

5800 13th Street

Micco, Florida 32976

(561) 770-1093

(Business and Emergency Telephone Number)

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Description of Territory Served	3.1
Held For Future Use (Communities Served Listing)	4.0
Index of	
Rates and Charges Schedules	12.0
Rules and Regulations	6.0
Service Availability Policy	24.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 439-W

COUNTY - Brevard

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
13816	10/29/84	840189-WU	Original Certificate
PSC-01-0426-FOF-WU	02/22/01	001145-WU	Transfer of Majority Control

(Continued to Sheet No. 3.1)

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Township 30 South, Range 38 East

SECTION 14

That portion of the South 1/2 of said Section 14 lying East of the Florida East Coast Railroad and West of U.S. Highway No. 1.

LESS

The North 250 feet thereof.

SECTION 23

That part of the East 1/2 of the Northwest 1/4 of said Section 23 lying East of the East Right-of-Way of the Florida East Coast Railroad.

AND

The North 400 feet of said Section 23 lying East of the Florida East Coast Railroad and West U.S. Highway No. 1.

LESS

That portion thereof described as beginning at the intersection of the Western Right-of-Way of U.S. Highway 1 and the Northern Right-of-Way of Tenth Street; thence North 89° 38' East, a distance of 605 feet, more or less, to the East Right-of-Way of Third Street; thence North, following said Right-of-Way of Third Street, a distance of 265 feet, more or less, to the South Right-of-Way of Eleventh Street; thence North, following said Right-of-Way of Eleventh Street, a distance of 605 feet, more or less, to the Western Right-of-Way of U.S. Highway 1; thence South, following said Right-of-Way of U.S. Highway 1, a distance of 265 feet, more or less, to the Point of Beginning.

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

COMMUNITIES SERVED LISTING

HELD FOR FUTURE USE

<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>
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Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

(Continued from Sheet No. 5.0)

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

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	21.0
Adjustment of Bills for Meter Error	10.0	22.0
All Water Through Meter	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Change of Occupancy	11.0	27.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills	8.0	8.0
Extensions	7.0	6.0
Filing of Contracts	10.0	24.0
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements	10.0	23.0
Meters	10.0	19.0
Policy Dispute	7.0	2.0
Protection of Company's Property	9.0	12.0

(Continued to Sheet No. 6.1)

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Signed Application Necessary	11.0	25.0
Tax Clause	11.0	28.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	10.0	18.0
Withholding Service	11.0	26.0

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

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. When water service is rendered under agreement or agreements entered into between the company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between agent and the company and under which water service is rendered.
- 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.

(Continued on Sheet No. 8.0)

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

(Continued from Sheet No. 7.0)

- 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. Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent and water service may then after five (5) days written notice be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge. There shall be no liability of any kind against the company by reason of discontinuance of water service to the consumer for failure of the customer to pay the bills on time. No partial payment of any bill rendered will be accepted by the company, except by agreement with company, or by order or direction of the Commission.
- 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. The company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shut-downs for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, United States, State, Municipal, or other governmental interference, acts of God, or other cause beyond its control.
- 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.

(Continued on Sheet No. 9.0)

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC
WATER TARIFF
(Continued from Sheet No. 8.0)

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.

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

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

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

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

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

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

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

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 on Sheet No. 10.0)

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 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. Unauthorized connections render the service subject to immediate discontinuance without notice and water service will not be restored until such unauthorized connections have been removed and unless settlement is made in full for all water service estimated by the company to have been used by reason of such unauthorized connection.
- 19.0 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. The customer shall provide meter space to the company at a suitable and readily accessible location and when the company considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices.
- 20.0 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.
- 21.0 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.
- 22.0 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.
- 23.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 24.0 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.

(Continued on Sheet No. 11.0)

Charles H. WahlenManager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

(Continued from Sheet No. 10.0)

25.0 SIGNED APPLICATION NECESSARY - Water service is furnished only upon signed application or agreement accepted by the company and the conditions of such application or agreements are binding upon the customer as well as upon the company. A copy of the application or agreement for water service accepted by the company will be furnished to the applicant on request.

The applicant shall furnish to the company the correct name, street address or lot and block number at which water service is to be rendered.

26.0 WITHHOLDING SERVICE - The company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the company of such household, organization or business for water service has been settled in full. Service may also be discontinued for any violation by the customer or consumer of any rule or regulation set forth in this tariff.

27.0 CHANGE OF OCCUPANCY - When change of occupancy takes place on any premises supplied by the company with water service, WRITTEN NOTICE thereof shall be given at the office of the company not less than three (3) days prior to the date of change by the outgoing customer, who will be held responsible for all water service used on such premises until such written notice is so received and the company has had reasonable time to discontinue water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. Customer's deposit may be transferred from one service location to another, if both locations are supplied by the company. Customer's deposit may NOT be transferred from one name to another.

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

This charge must be approved by the Commission before being incorporated in the customer's bill.

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	15.0
General Service, GS	13.0
Meter Test Deposit	16.0
Miscellaneous Service Charges	17.0
Residential Service, RS	14.0
Service Availability Fees and Charges	18.0

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

(NOT APPLICABLE)

- 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 -
- RATE -
- 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 water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

<u>RATE</u> -	<u>METER SIZE</u>	<u>BASE FACILITY CHARGE</u>
	5/8" x 3/4"	\$ 11.27
	3/4"	16.91
	1"	28.18
	1 1/2"	56.35
	2"	90.16
	3"	180.32
	4"	281.75
	6"	563.50

Gallage Charge		
Per 1,000 Gallons	\$	2.98

- MINIMUM CHARGE - Applicable Base Facility 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 water service, service may then be discontinued.

EFFECTIVE DATE - May 18, 2001

TYPE OF FILING - Transfer of Majority Control

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

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"	<u>\$50.00</u>	_____
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 Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of July each year.

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

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

EFFECTIVE DATE - May 18, 2001

TYPE OF FILING - Transfer of Majority Control

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE - May 18, 2001

TYPE OF FILING - Transfer of Majority Control

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE - May 18, 2001

TYPE OF FILING - Transfer of Majority Control

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC
 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"	\$ n/a	* The utility does not charge or provide this installation at this time.
1"	\$ n/a	
1 1/2"	\$ n/a	
2"	\$ n/a	
Over 2"	\$ n/a	
<u>Customer Connection (Tap-in) Charge **</u>		
5/8" x 3/4" metered service	\$ n/a	** The utility does not charge for service installation currently-only single family homes.
1" metered service	\$ n/a	
1 1/2" metered service	\$ n/a	
2" metered service	\$ n/a	
Over 2" metered service	\$ n/a	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__GPD)	\$ n/a	
All others-per gallon/month	\$ n/a	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__GPD)	\$ n/a	
All others-per gallon/month	\$ n/a	
<u>Inspection Fee</u>	Actual Cost [1]	
<u>Main Extension Charge ***</u>		
Residential-per ERC (__GPD)	\$ n/a	*** The utility does not charge line extension fees.
All others-per gallon	\$ n/a	
or		
Residential-per lot (__foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$112.00	
1"	\$ n/a	
1 1/2"	\$ n/a	
2"	\$ n/a	
Over 2"	\$ n/a	
<u>Plan Review Charge</u>	\$ n/a	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$ n/a	
All others-per gallon	\$ n/a	
<u>System Capacity Charge</u>		
Residential-per ERC (250 GPD)	\$1,000.00	
All others-per gallon	\$ n/a	

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

EFFECTIVE DATE - May 18, 2001
TYPE OF FILING - Transfer of Majority Control

Charles H. Wahlen

 Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	22.0
APPLICATION FOR WATER SERVICE	21.0
COPY OF CUSTOMER'S BILL	23.0
CUSTOMER'S DEPOSIT RECEIPT AND SERVICE AGREEMENT	20.0

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

No. _____

SAN SEBASTIAN WATER, LLC

CUSTOMER'S DEPOSIT RECEIPT AND SERVICE AGREEMENT

Received from _____ Date _____
 Street Address _____
 Mail Address _____
 Lot No. _____ Block _____ Water Deposit \$ _____
 Division _____
 Account No. _____
 As a Total Deposit _____ and _____ / 100 dollars

This payment is to guarantee any and all indebtedness for water service which may be or become due to San Sebastian Water, LLC (hereinafter called "Utility") by said Customer. Customer agrees that this Deposit or any portion thereof, may be applied in discharge of any indebtedness of Customer to Utility. Utility agrees to refund to Customer the Deposit, less any amounts due Utility, according to Sheet No. 15.0.

This Deposit shall not preclude Utility from discontinuing for nonpayment the service covered by this Deposit regardless of the sufficiency of said Deposit to cover any indebtedness for such service.

By signing of this Customer's Deposit Receipt and Service Agreement, Customer recognizes and agrees to abide by all existing reasonable rules and regulations of Utility. Copies of said rules and regulations and amendments thereto being available for inspection at the billing office of Utility.

Customer agrees that Utility, its agents or employees shall at all times have access to Utility's lines, meters, and the area where such facilities are located will be kept free of shrubbery, trees, fences, interference from pets, and other obstructions. Customer agrees that it shall hold Utility, its agents or employees harmless and Utility shall not be liable for any damage or injury alleged to have occurred through Utility, its agents or employees conducting inspections and repairs to Utility's lines and meters.

Customer further agrees that all bills for water charges will be paid within twenty (20) days of mailing bills and, after five (5) days written notice if not so paid, Utility will have the right to disconnect service and charge a for reconnecting, according to Sheet No. 17.0.

It is further understood and agreed that the sale of water to Customer occurs at the meter, and Utility has no responsibility relative to service or supplying water after said water passes through the meter.

By: _____
CUSTOMER

By: _____
SAN SEBASTIAN WATER, LLC

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC
WATER TARIFF

SAN SEBASTIAN WATER, LLC
WATER SERVICE APPLICATION

Name _____ Telephone Number _____

Billing Address _____

City State Zip

Service Address _____

City State Zip

Date water service should begin _____

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

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

Signature

Date

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

APPLICATION FOR METER INSTALLATION

(NOT APPLICABLE)

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

COPY OF CUSTOMER'S BILL

San Sebastian Water, LLC
5800 13th Street
Micco, Florida 32976
Customer Service Telephone Number
After Hours Telephone Number (in case of emergency)

WATER BILL FOR THE MONTH OF _____

Name:
Address:
City, State & Zip:

Billing Date	Amount Due	Payment Due Date

Meter Number
Meter Read On _____ date, OR number of days in billing cycle

Meter reading last month
Usage (THIS MONTH'S USAGE in gallons)
Base Facility Charge

Total Amount

(Optional)

If there is a financial problem, please advise us immediately so that we may decide with you on a payment plan that will be comfortable for both the utility and customer.

Charles H. Wahlen

Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 18.0
Service Availability Policy	25.0

Charles H. Wahlen

 Manager

NAME OF COMPANY SAN SEBASTIAN WATER, LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

The Company shall construct and maintain the water treatment plant and all associated distribution system piping within the San Sebastian Woods Subdivision (as described on Sheet No. 3.1, Service Territory). The Company shall provide water service connections to each lot up to the road right-of-way, as well as perform meter installation. This service will be provided upon approved service application and payment of all associated fees.

The Customer is responsible for the construction of the potable water service from the customer's home to the point of connection as determined by the Company.

Conditions for service are further detailed under Rules and Regulations and associated fees and charges.

Charles H. Wahlen

Manager

NAME OF COMPANY San Sebastian Water, LLC

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

BILLING PERIOD Monthly

<u>RATE</u>	<u>METER SIZE</u>	<u>BASE FACILITY CHARGE</u>
	5/8" X 3/4"	\$ 11.27
	3/4"	16.91
	1"	28.18
	1 1/2"	56.35
	2"	90.16
	3"	180.32
	4"	281.75
	6"	563.50

Gallonage Charge	
Per 1,000 Gallons	\$ 2.98

MINIMUM CHARGE Applicable Base Facility 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 water service, service may be discontinued.

EFFECTIVE DATE

TYPE OF FILING

DOCUMENT NUMBER-DATE

03778 MAY -7 88

FPSC-COMMISSION CLERK

CHARLES H. WAHLEN, MANAGER

SAN SEBASTIAN WATER, LLC

April 29, 2008

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

RE: San Sebastian Water, LLC Letter of Agreement

Pursuant to F.A.C. Chapter 25-30.550, this letter will serve as an agreement between the undersigned parties that the Potable Water and Fire Flow Commitment dated February 6, 2008 is acceptable and final.

Sebastian Inlet Marina, LLC

San Sebastian Water, LLC

Perston Perrone, Chief Financial Officer

Charles H. Wahlen, General Manager

CC: Mr. Thomas Martino, 7900 Fox Creek Trail, Franktown, Colorado 80116
Kenneth Kennedy and Thomas P. Kennedy, 4310 77th St., Vero Beach, FL 32967-5605

DOCUMENT NUMBER-0000

03778 MAY -7 08

FPSC-COMMISSION CLERK