

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for increase in water and)
wastewater rates in Alachua, Brevard, DeSoto,)
Hardee, Highlands, Lake, Lee, Marion, Orange,)
Palm Beach, Pasco, Polk, Putnam,)
Seminole, Sumter, Volusia, and Washington)
Counties by Aqua Utilities Florida, Inc.)

DOCKET NO. 100330-WS

REBUTTAL TESTIMONY

OF

PRESTON LUITWEILER

on behalf of

Aqua Utilities Florida, Inc.

DOCUMENT NUMBER-DATE

07935 OCT 27 =

FPSC-COMMISSION CLERK

1 **AQUA UTILITIES FLORIDA, INC.**

2 **REBUTTAL TESTIMONY OF PRESTON LUITWEILER**

3 **DOCKET NO. 100330-WS**

4
5 **Q. What is your name and business address:**

6 A. My name is Preston Luitweiler. My business address is 762 W. Lancaster Avenue, Bryn
7 Mawr, Pennsylvania, 19010.

8
9 **Q. Have you previously submitted testimony in this proceeding?**

10 A. Yes. I filed direct testimony on August 10, 2011 in this rate case, and sponsored Exhibits
11 PL-1 through PL-8.

12
13 **Q. What is the purpose of your rebuttal testimony?**

14 A. The purpose of my rebuttal testimony is to respond to portions of the direct testimony of
15 Office of Public Counsel (“OPC”) witnesses Andrew Woodcock, Earl Poucher, Kim
16 Dismukes, and Pasco County witness Jack Mariano. I also respond to portions of the
17 testimony of YES witnesses Kim Kurz and Michael Green, as well as portions of the
18 testimony filed by Florida Department of Environmental Protection (“FDEP”) witnesses
19 Jeff Greenwell and Gary Miller.

20
21 **Q. Are you sponsoring any exhibits to your rebuttal testimony?**

22 A. Yes, I am sponsoring PL-9 through PL-15.
23
24

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1 **Q. Are you sponsoring or co-sponsoring any portions of AUF's MFRs in this rate case?**

2 A. Yes. I am sponsoring or co-sponsoring the following MFR schedules: A-3 and B-3.

3
4 ***Pro Forma Capital Projects***

5 **Q. In response to Mr. Woodcock's testimony, can you provide additional information on**
6 **the status of the protested pro forma capital projects?**

7 A. Yes. Mr. Woodcock proposes a very stringent test for inclusion of pro forma capital
8 adjustments that I understand is more demanding than normally accepted Commission
9 practice. While AUF does not accept Mr. Woodcock's interpretation in this regard, I am
10 providing updates and accompanying documentation relative to the following pro forma
11 projects: the Lake Josephine/Sebring Lakes project; the Sunny Hills project; the Peace
12 River Project; and the Leisure Lakes project.

13
14 **Q. Please provide an update on the Lake Josephine and Sebring Lakes projects.**

15 A. Filtration equipment from AdEdge was delivered on October 12, 2011. A contractor has
16 been engaged to complete installation of AdEdge treatment at both facilities. AUF is
17 anticipating completion of both installations in November 2011. Exhibits PL-9 and PL-10
18 contain copies of the AC290 summary of costs incurred through October 19, 2011, and
19 supporting invoices and documents for costs incurred since July 31, 2011. This includes
20 labor charges and charges for engineering design and construction inspection. Those costs to
21 date total \$177,976.97 for Lake Josephine and \$195,376.69 for Sebring Lakes. There will be
22 additional costs for inspection and certification. AUF is requesting inclusion of \$373,353.66
23 for these two projects in rate base as pro forma plant.

1 **Q. Please provide an update on the Sunny Hills project.**

2 A. A copy of the executed contract for installation of a storage tank, piping and related
3 improvements required by the FDEP is attached as Exhibit PL-11. The amount of the
4 contract is \$231,076. The contract's effective date is September 14, 2011, and the contract
5 expressly provides for completion of work in 90 days (i.e., December 14, 2011). That work is
6 underway, and the tank has been ordered. Also included in the exhibit is a copy of the
7 AC290 summary of costs incurred through October 19 and supporting invoices and
8 documents for costs incurred since July 31, 2011. This includes labor charges and charges
9 for engineering design and construction inspection and certification. Those costs to date total
10 \$36,809.29. There will be additional costs for inspection and certification. AUF is
11 requesting inclusion of \$267,885.29 for this project in rate base as pro forma plant.

12
13 **Q. Please provide an update on the Peace River project.**

14 A. AUF executed a contract, effective August 23, 2011, with the supplier of the treatment
15 system (WRT) in the amount of \$50,910. Aqua also bid the construction in September
16 2011. AUF is in discussions with the two lowest bidders (approximately \$139,000 and
17 \$144,000), and expects to make an award by the end of October. AUF expects to
18 complete construction before February 15, 2012 (180 days of issuance of the FDEP
19 permit as required by the FDEP consent order). Copies of supporting documents are
20 included in Exhibit PL-12. Also included is a copy of the AC290 summary of costs
21 incurred through October 19, 2011, and supporting invoices and documents for expenses
22 since July 31, 2011. Those costs to date total \$42,762.32. There will be additional costs
23 for AUF labor and for inspection and certification by the design engineer. AUF is
24 requesting inclusion of \$235,392.32 for this project in rate base as pro forma plant.

1 **Q. Please provide an update on the Leisure Lakes project.**

2 A. For Leisure Lakes, filtration equipment was ordered from AdEdge while the permit
3 application was pending at FDEP. A construction permit was finally issued by FDEP on
4 October 6, 2011. Work on installing treatment will begin as soon as the units at Lake
5 Josephine and Sebring Lakes have been completed, which is anticipated to be the end of
6 November 2011. Copies of supporting documents for the Leisure Lakes project are
7 included in Exhibit PL-13. Also included is a copy of the AC290 summary of costs
8 incurred through October 19, 2011, and supporting invoices and documents for expenses
9 since July 31, 2011. Those costs to date total \$105,799.04. There will be additional costs
10 for AUF labor and for inspection and certification by the design engineer. For this
11 project, AUF is requesting inclusion of \$105,799.04, plus additional costs for installation,
12 inspection and certification, for this project in rate base as pro forma plant.

13

14 ***Precautionary Boil Water Advisories***

15 **Q. Ms. Dismukes and Mr. Mariano both discuss in their testimony the need for issuing**
16 **precautionary boil water advisories. Can you please elaborate on the need for these**
17 **types of notifications?**

18 A. Yes. Most boil water notices are precautionary boil water advisories (“BWAs”) issued as
19 a result of main breaks. If the main breaks, or the resultant shut-down, results in a loss
20 of pressure to the system below 20 psi, Florida regulators require issuance of a
21 precautionary BWA to the affected customers because of a remote possibility that
22 depressurization of the system could result in contamination. Lifting the advisory usually
23 requires collection of two sets of bacteria samples on two consecutive days once system
24 pressure is restored. The laboratory test requires at least 24 hours to complete. Therefore,

1 these advisories are normally in effect for three days, and sometimes longer if the
2 laboratory is not open, for instance over a weekend or holiday.

3
4 **Q. Based on your experience, does a BWA sometimes cause customer confusion?**

5 A. Yes, sometimes. The verbiage in the mandatory notice is dictated by the regulations, and
6 the verbiage can give the impression that contamination of the water system has occurred.
7 However, in almost every case, tests come back clear demonstrating that there never was
8 any contamination of the system. The notices are required and are issued out of an
9 abundance of caution to protect susceptible persons from a remote possibility of
10 contamination. Recognizing that immediate notification to all affected customers is not a
11 realistic expectation, however, Florida regulators require notification within 24 hours of a
12 triggering event.

13
14 **Q. What method does AUF predominantly utilize for the issuance of BWA?**

15 A. AUF, and most water systems in Florida, predominantly use hand delivery of notices to
16 reach customers, particularly if the number of affected customers is fewer than a couple
17 hundred. This process can take time and it is labor intensive depending on the size and
18 make-up of the system. However, it is generally effective and it meets the requirements
19 of the regulations. AUF's notices generally also include the address for the Aqua web
20 site and a phone number to allow customers to call for more information.

21
22 **Q. Please explain the Company's internal process for notifying its customer service**
23 **representatives of a system experiencing an outage that may require precautionary**
24 **BWA.**

1 A. AUF posts information internally for its Customer Service Representatives (“CSRs”) in
2 the call centers. This enables CSRs to provide information to customers who might
3 experience a service outage, including when service is expected to be restored and
4 whether a BWA is or will be in effect. For large scale outages or advisories affecting
5 hundreds or thousands of customers, AUF posts a notice on the external Aqua web site.
6 Aqua also posts updates and notices when an advisory is lifted.

7

8 **Q. Please discuss AUF’s ability to utilize phone notification.**

9 A. AUF has available a system for launching a phone campaign to customers for whom the
10 Company has phone number records. Aqua utilizes this system in Pennsylvania, and
11 occasionally in other states, including in Florida when circumstances warrant. The
12 system can call thousands of numbers and deliver a short message in a matter of minutes.
13 The message will direct customers to the Aqua web site where more information and
14 updates are posted. The message will also typically provide a phone number which
15 customers can call for more information. However, neither this method, nor any other
16 method, is a perfect method for notifying customers.

17

18 **Q. You state that there is no one “perfect method” for notifying customers of a BWA.
19 Please explain.**

20 A. Based on my experience, there is no fail-safe process to ensure that every customer
21 receives timely notification of a triggering event. Wind and rain can cause hand
22 delivered notices to be lost or damaged. Notices might not be seen by residents until they
23 enter or exit their home by the door on which the notice is posted. Phone calls might not
24 reach every resident, might not be answered, or might go to a voice message and/or

1 answering machine and not played back immediately. If a radio or television advisory is
2 given, customers may not have radios or TVs tuned to the station carrying the notice at
3 the time it is broadcasted. Lastly, newspaper notices cannot be expected to provide
4 timely notification. That said, AUF is committed to ensuring, and works hard to ensure,
5 that its customers are properly notified of BWAs.

6
7 **Q. What type of notice does AUF give for a planned outage?**

8 A. AUF issues precautionary BWAs in advance of planned outages necessary to make
9 system improvements. For example, the clearwells at the Tomoka View and Twin Rivers
10 water systems had to be taken out of service to install liners to address a directive from
11 the Volusia County Department of Health. AUF provided advance BWAs to customers
12 and delivered bottled water to customers.

13
14 **Q. With the implementation of the federal Ground Water Rule in Florida in 2010, what**
15 **additional testing and notification has FDEP required?**

16 A. FDEP has required additional testing of raw water (prior to disinfection) for bacteria, and
17 has required Boil Water Notices to be issued in circumstances where bacteria are found in
18 the well even if simultaneous sampling of the disinfected water at the point of entry or in
19 the distribution system are clear of bacteria. This new Rule has resulted in AUF issuing
20 several Boil Water Notices in the past two years, including one in April 2010 in Jasmine
21 Lakes.

22
23 **Q. For what circumstances was the template language in the Tier 1 Boil Water Notice**
24 **developed, and has AUF experienced such circumstances?**

1 A. A Tier 1 Boil Water Notice has long been required when a combination of routine and
2 follow-up distribution system samples on consecutive days test positive for a
3 combination of total and fecal coliform bacteria. Such an event is generally considered to
4 be an indication of bacterial contamination of the distribution system warranting prompt
5 and aggressive notification of customers to avoid or minimize exposure. AUF has never
6 experienced a violation caused by this category of circumstances.

7
8 **Q. There has been some testimony from the Intervenors about customer notification of**
9 **outages and BWAs. Can you discuss some of the particular outages and BWAs**
10 **mentioned in the testimony?**

11 A. Yes. Please see below.
12 ***Jasmine Lakes -- April 16, 2010 -- Ground Water Rule triggered monitoring***
13 One raw water sample collected on April 13, 2010, from one of the four wells supplying
14 the Jasmine Lakes system tested positive for *E. coli* bacteria on Friday, April 16, 2010.
15 Samples from the other three wells were all negative for *E. coli*. The one positive sample
16 was not a treated water sample. The wells are equipped with disinfection, and AUF treats
17 all of our raw well water with chlorine disinfectant before it is distributed to customers.
18 At Jasmine Lakes, chlorine levels are monitored continuously at the well stations with
19 chlorine analyzers that will automatically shut off the wells if chlorination is interrupted.
20
21 On the same day that AUF collected the raw water samples, four samples of treated water
22 were collected from the distribution system. None of those samples showed the presence
23 of any bacteria—neither total coliform, nor *E. coli*. These samples demonstrated that the
24 existing treatment was working.

1 The results were all reported to FDEP on Friday, April 16, 2010. At the direction of
2 FDEP, AUF issued a precautionary BWA, notified customers using an outbound phone
3 campaign with a recorded message, posted the notice on Aqua's web site, and provided a
4 copy to the after-hours call service. Subsequently, to obtain authorization from FDEP to
5 lift the BWA, AUF collected three follow-up samples from the one well that triggered the
6 notice. No *E. coli* were found in those samples.

7
8 ***Palm Terrace – November 2010***

9 In 2010, AUF ordered valves and fittings to replace a leaking valve and to install several
10 additional isolation valves in the Palm Terrace system. Work to replace the valves was
11 scheduled for Thursday, November 18, 2010. The work necessitated shutting down the
12 entire system. A campaign was prepared to notify customers by phone and posting on the
13 web site at noon on Wednesday, November 17.

14
15 Less than half an hour after the phone notification campaign was launched on Wednesday
16 November 17, 2010, as work began to expose the leaking valve in preparation for the
17 planned shut-down and repair the next day, a 2-inch pipe broke. This resulted in an early,
18 unplanned shut-down. Because a contractor was on site, service was restored in less than
19 an hour. Because of this development, AUF initiated another automated phone campaign
20 and posted a revised web update to customers. Because of the loss of pressure, a
21 precautionary BWA was instituted in conformance with FDEP regulations.

22
23 Replacement of the other valves was accomplished as originally planned with several
24 brief shut-downs on Thursday, November 18, and Friday, November 19, 2011. After all

1 of the work was completed on Friday, November 19, 2011, the system was flushed and
2 water samples were collected on Friday, November 19, and Saturday, November 20,
3 2011. Test results received over the weekend from the lab were all clear. The BWA was
4 lifted by phone campaign and web site posting on Monday, November 22, 2011, at 10:00
5 a.m. Although the boil water notice had been in effect two days longer than anticipated
6 because of the unplanned shut-down and the weekend, water service was only interrupted
7 briefly on a few occasions. Test results on samples required by FDEP, which took two
8 days from first sample to final result, showed no contamination of the system.

9
10 ***Palm Terrace – May 2011***

11 A break on a 4-inch water main in the vicinity of Venice Drive and Nome Avenue on
12 Wednesday, May 18, 2011, necessitated shutting down the system late Wednesday
13 afternoon. Repairs were made and service was restored at 8:30 p.m. Precautionary
14 BWAs were distributed by hand by several AUF employees throughout the entire
15 community working late into the night. Hand delivery was used to try to ensure that every
16 customer received a full and complete notice. The effort took three employees almost six
17 hours to accomplish.

18
19 Six samples were collected from the distribution system on Thursday, May 19, and
20 Friday, May 20, 2011, and were delivered to the laboratory late Friday morning. The
21 laboratory reported all results were negative for total coliform bacteria on Sunday, May
22 22, 2011. The precautionary BWA was lifted by hand delivery of notices to customers on
23 Sunday, May 22, 2011. Delivery of notices was accomplished by four employees
24 working until 2:40 p.m. on Sunday, May 22, 2011.

1 ***Palm Terrace – August 2011***

2 A main break occurred on a 4-inch PVC main at the intersection of Venice Drive and
3 Nome Avenue. The AUF operator was notified of the break at 6:00 p.m. on Tuesday,
4 August 9, 2011. The AUF operator contacted the outside contractor while en route to the
5 site. When he arrived at 7:30 p.m., he reduced the system pressure to try to reduce
6 erosion from the leak while maintaining service to customers. He verified that the water
7 distribution system maintained pressure above 30 psi. The contractor arrived around 8:30
8 p.m. on August 9, 2011. To minimize customer inconvenience through the evening hours
9 and the potential inconvenience of a precautionary BWA, the contractor, at AUF's
10 direction, attempted to make a "live" repair under reduced pressure. Ultimately, this
11 effort was not successful, and AUF shut down the system after midnight. The portion of
12 the main where the break occurred was cut out and replaced. Full pressure and supply
13 were restored within one hour.

14
15 AUF implemented an emergency telephone notification to 1,660 phone numbers
16 beginning at 9:45 a.m. on Wednesday, August 10. It was raining and windy at the time.
17 When the weather cleared, four people also distributed notices by hand beginning at
18 10:30 a.m. and ending at around 6:00 p.m.

19
20 Four samples were collected from the distribution system on August 10 and August 11,
21 2011. Laboratory test results received on Friday, August 12, were clear for all four
22 samples. The precautionary BWA was lifted by phone campaign and posting on the AUF
23 web site at 11:45 a.m. on Friday, August 12. Four people also distributed door hangers
24 from morning until 5 p.m. on Friday.

1 ***Chuluota – Planned outage***

2 To accommodate a project by Seminole County to replace and re-align storm water
3 piping and replace sidewalks on East Second Street in Chuluota, AUF engaged the
4 County's contractor on the project to relocate several sections of water main on Second
5 Street. During construction, AUF had to interrupt water service in isolated sections along
6 Second Street. In June 2011, AUF prepared and distributed by hand delivery notices to
7 potentially affected customers of anticipated localized water service interruptions
8 necessitated by the proposed main relocation work. As required by FDEP, AUF advised
9 affected customers to use boiled tap water or bottled water for drinking and cooking
10 purposes as a precaution from the time service was shut down until follow-up samples
11 could be tested to clear the precautionary BWA. As a courtesy, AUF provided bottled
12 water to affected customers for essential uses during the period that the precautionary
13 advisory was in effect.

14
15 ***Water Quality***

16 **Q. Mr. Poucher seems to suggest that AUF does not monitor water quality issues raised**
17 **by customers as part of the Company's quality control program. Is he correct in his**
18 **assessment?**

19 A. No, Mr. Poucher is misinformed. Under AUF's protocol, a service order is generated for
20 any customer inquiry related to water quality. These service orders are called LAB
21 service orders, and are closely tracked and monitored by AUF. The reports are analyzed
22 for trends over time and to identify clusters of service orders in particular systems or
23 during a particular period in the month. Management uses these reports to assess
24 progress overall in addressing water quality inquiries, and to investigate the root causes

1 of clusters of inquiries.

2 **Q. What conclusions has AUF been able to draw from assessing water quality inquiry**
3 **information?**

4 A. In my direct testimony, I stated that a downward trend in the number of water quality
5 inquiries from customers in these systems shows that our customers are seeing the
6 benefits of these improvements. In response to OPC Interrogatory No. 297, AUF
7 supplied the number of water quality inquiries for the 12-month period from August 2009
8 through July 2010 (609 service orders), and from August 2010 through July 2011 (303
9 service orders). This represents a drop of over 50% from year to year.

10
11 The decrease in water quality inquiries from Chuluota has been particularly dramatic
12 since July 2010, when treatment became fully operational to address hydrogen sulfide
13 and disinfection by-product precursors. Prior to this time, the Chuluota system had
14 required significant flushing and close monitoring to maintain water quality. The low
15 number of water quality inquiries with a concurrent dramatic reduction in volume of
16 water used for flushing belies the testimony from the handful of mostly former customers
17 and non-customers at the Chuluota hearing on September 1, 2011.

18
19 **Q. Mr. Poucher attempts to dismiss the lower attendance at customer hearings and the**
20 **drop in complaints to the Commission as evidence that AUF customers are “tired of**
21 **complaining without getting results.” Do you agree?**

22 A. No, I do not. The lower attendance at customer hearings, the fewer complaints to the
23 Commission, and the reduced number of LAB service orders are all indicative of the
24 efforts AUF has made to address water quality issues in its systems.

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Q. Do you have other concerns regarding Mr. Poucher’s testimony?

A. On page 23, Mr. Poucher listed, without comment or critical evaluation, several customer complaints about affordability from Chuluota customers. I note that his testimony did not cite any complaints from Chuluota customers about water quality. It is ironic that Mr. Poucher uncritically adopted so much unsubstantiated customer testimony about affordability for a system that is not in this rate case, and has not seen a rate increase in over 15 years. Had there been substantive complaints or hard data about water quality problems in Chuluota, surely Mr. Poucher would have put it in his testimony. AUF has invested millions of dollars in upgrades to the water and wastewater systems in Chuluota. The conspicuous absence of Chuluota water quality testimony from Mr. Poucher’s testimony is yet another indicator that AUF’s improvements have been effective.

Q. Can you comment on what else Mr. Poucher leaves out of his testimony?

A. Yes. It is disheartening that Mr. Poucher fails to even mention the hard work that has gone into, and the positive results that have come out of, AUF’s aesthetic water quality improvement initiative, which OPC agreed to as part of the Commission-approved Phase II Monitoring Plan. The Company has spent a great deal of time and resources on this process. On page 31 of his testimony, Mr. Poucher states, with no documentation or support, that “Based on my observation and those of Aqua’s customers in the most recent service hearing, Aqua has failed” to address water quality issues in the eight systems that were targeted for secondary water quality improvement projects. Mr. Poucher and Mr. Woodcock are both well aware that proposed treatment at three of those projects was only recently permitted by FDEP, is under construction at two systems, and is the subject of testimony in support of pro forma capital adjustments.

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Q. What other concerns do you have with Mr. Poucher’s alleged review of AUF’s water quality?

A. Mr. Poucher’s testimony relative to water quality focuses on twelve complaints (6% of total Commission complaints reviewed by Mr. Poucher in this case) over a period of 18 months. Included among those twelve complaints are complaints like #930186, summarized as “low pressure when flushing,” for which he subjectively ascribes “fault” to AUF. This particular complaint was from a customer in Sebring Lakes where, as Mr. Poucher knows, a secondary water quality project (more fully described below) is underway that will reduce the duration and frequency of flushing. For another five of the twelve complaints, even Mr. Poucher does not attribute “fault” to AUF. All of the rest of the complaints are noted by Commission Staff as having been satisfactorily resolved. All twelve “complaints” listed by Mr. Poucher are now closed, and none of those complaints have been designated as an “apparent rule violation.”

Q. What is the current status of AUF’s first phase of secondary water quality projects?

A. On pages 11–13 of my direct testimony, I described these projects and their status. At that time, work was completed on improvements at four systems:

Rosalie Oaks – Flushing hydrants were installed and a regular flushing program was implemented to address issues specific to this system, where a high proportion of customers were in residence only during weekends and water would age in the distribution system during the week.

Zephyr Shores – Flushing hydrants and blowoffs were installed, and sequestration treatment was installed and implemented.

Tangerine – Targeted distribution system piping was replaced, dead ends were looped, and sequestration treatment was installed and implemented.

1 **Tomoka View** – Chloramination treatment was installed and implemented, and
2 automatic flushing valves were installed at strategic locations. An improved program of
3 distribution system monitoring and flushing was also implemented.
4

5 At the time I filed my direct testimony, for three other systems (Lake Josephine, Sebring
6 Lakes, and Leisure Lakes), permits were pending for installation of AdEdge treatment to
7 remove hydrogen sulfide which contributed to occasional taste and odor issues and to
8 high and erratic chlorine demand. The AdEdge treatment proposed by AUF had been
9 previously piloted at Chuluota. At Chuluota, the Tonka ion exchange treatment was
10 ultimately selected because it was superior for dealing with the special combination of
11 water quality issues at Chuluota involving both very high levels of hydrogen sulfide and
12 elevated levels of disinfection by-product precursors. For Leisure Lakes, Lake Josephine
13 and Sebring Lakes, the AdEdge treatment system that had been piloted at Chuluota was
14 less expensive than the Tonka treatment and would adequately address hydrogen sulfide.
15 The AdEdge treatment had been shown to be more effective than existing aerators,
16 aerators enhanced with carbon dioxide injection, or forced draft packed column aeration,
17 which were all evaluated by Dr. Taylor in assessing options for Chuluota. AUF's parent
18 company has several AdEdge treatment units installed and operating in Pennsylvania and
19 North Carolina.
20

21 Permitting of the AdEdge treatment systems for Leisure Lakes, Lake Josephine and
22 Sebring Lakes was slowed because the FDEP personnel reviewing the applications for
23 the AdEdge treatment had not been involved in the Chuluota pilot, design, and
24 permitting. It took some time and dialog for AUF's consulting engineers, Kimley Horn,
25 to convey what was learned from that process so that the FDEP staff felt comfortable

1 issuing the construction permits. Leisure Lakes in particular took several rounds of
2 communications before the permit was finally issued on October 6, 2011.

3
4 **Q. What is the current status of the three secondary water quality projects in Florida?**

5 A. For Lake Josephine and Sebring Lakes, these two systems were connected in 2010 to
6 improve supply, pressure and flushing. Improved distribution system monitoring and
7 flushing also was implemented. Filtration equipment was ordered from AdEdge while
8 the permit applications were pending. Construction permits were finally issued by FDEP
9 on August 19, 2011. A contractor was engaged to perform the site work, which began
10 early in October. The fabricated treatment units were delivered to the site on October 10,
11 2011. AUF is anticipating completion of both installations in November 2011. *See*
12 Exhibits PL-9 and PL-10.

13
14 For Leisure Lakes improved distribution system monitoring and flushing were
15 implemented as interim measures. Filtration equipment was ordered from AdEdge while
16 the permit applications were pending. A construction permit was finally issued by FDEP
17 on October 6, 2011. Work on installing treatment will begin as soon as the units at Lake
18 Josephine and Sebring Lakes have been completed. Meanwhile, the interim measures
19 have been quite successful in reducing water quality complaints in this system. Between
20 January and July 2011, there were no LAB service orders logged from Leisure Lakes.

21
22 **Q. Have customers commented on the results of AUF's aesthetic water quality**
23 **improvement initiative?**

24 A. Yes, our Company has been told by customers that the aesthetic quality of their water has

1 improved since the last rate case. Particularly telling is the testimony of Mr. Dave Bussey
2 given at the customer service hearing in New Port Richey on October 11, 2011. Mr. Bussey
3 is a vocal critic of AUF and has testified at every customer service hearing in this case.
4 When asked about the results of the secondary water quality improvement initiative, Mr.
5 Bussey stated under oath that AUF's initiative had improved the quality of water at Zephyr
6 Shores.

7
8 **Q. Can you address the hard water issues raised by YES witnesses Kim Kurz and Michael**
9 **Green, and customers in Arredondo Farms?**

10 A. Yes. On pages 13-17 of my direct testimony, I address in detail the question of hardness of
11 the water in Arredondo Farms. Specific options under consideration currently include
12 softening processes other than lime softening (which would be very expensive for this small
13 system), adding a sequestering agent tailored to address the effects of calcium and
14 magnesium hardness, or purchasing water from Gainesville Regional Utilities. AUF's goal
15 is to find a solution that will maximize benefits to customers and minimize upward pressure
16 on rates.

17 ***Environmental Compliance***

18 **Q. For the systems that are part of this rate case, what is the current status of AUF's**
19 **compliance with relevant environmental standards.**

20 A. Mr. Poucher begrudgingly acknowledges on page 32 of his testimony that "Aqua appears to
21 have resolved its existing formal violations that have been identified by DEP." AUF has no
22 outstanding Notices of Violation, and has not had any for some time. AUF continues to
23 work diligently on resolving three outstanding consent orders. Progress on each is described
24 below:

1 **Village Water Wastewater** - A combination of FDEP regulations, policies and actions
2 has created an intractable situation for this small, predominantly industrial wastewater
3 system. AUF continues to pursue two solutions: 1) leasing land and constructing a spray
4 field and associated piping, and 2) entering into an agreement with the City of Lakeland
5 and building infrastructure to convey treated effluent to an effluent disposal pipeline to an
6 electric generating station. Both solutions are prohibitively expensive. The WWTP has
7 operated for 30 months with only one exceedance of a permit limit reported on monthly
8 Discharge Monitoring Reports. AUF has continued a dialog with FDEP about the impact
9 (or lack thereof) from the status quo, regulatory obstacles to potential alternatives, and
10 the potential impact on rates (which is substantial). As shown in my Exhibit PL-14, AUF
11 projects that just the capital cost of the spray field "solution" is approximately \$354,915,
12 and just the capital cost of the Lakeland interconnect "solution" is approximately
13 \$527,555.

14
15 **Sunny Hills** - FDEP issued a construction permit for installation of the storage tank,
16 piping and related improvements required by the consent order. AUF executed a contract
17 for construction of the tank and improvements in the amount of \$231,076, effective
18 September 14, 2011. A copy of the contract is attached as Exhibit PL-11. Work is
19 underway, and the project is expected to be complete and in service in December 2011.
20 AUF is requesting inclusion of the new storage tank in rate base as pro forma plant.

21
22 **Peace River** - The system remains in compliance with the MCLs for Gross Alpha
23 Particle Activity and for Combined Radium. Results of special testing under the consent
24 order triggered a requirement design radium removal treatment. Design was completed
25 and a permit application was submitted to FDEP in June 2011. FDEP issued a
26 construction permit on August 18, 2011. AUF executed a contract effective August 23,
27 2011, with the supplier of the treatment system (WRT) in the amount of \$50,910. Aqua
28 also bid the construction in September 2011. AUF is in discussions with the two lowest
29 bidders (approximately \$139,000 and \$144,000) about qualifications and interpretation of
30 the bids, and expects to make an award by the end of October. AUF expects to complete
31 construction before February 15, 2012 (180 days of issuance of the FDEP permit as
32 required under the consent order). AUF is requesting that the costs of this project be
33 included in rate base as a pro forma project. *See* Exhibit PL-12.

34
35
36 **Q. Can you address compliance for the Peace River Heights system?**

37 **A.** Yes. The water system is in full compliance. There is a reference in FDEP Witness
38 Greenwell's testimony that the wastewater treatment system is "out of compliance" for
39 undefined maintenance issues. A warning letter has not been issued for this matter. It
40 should be noted that a construction permit was issued for installation of a surge tank,
41 digester tank and other improvements at this facility on February 21, 2011, which we

1 believe addresses the maintenance issues mentioned by Mr. Greenwell. Construction
2 drawings for the project are complete and AUF is reviewing a proposal from a contractor.

3
4 **Q. Can you please provide an update on South Seas compliance?**

5 A. FDEP issued a Short Form Consent Order (SFCO) for the South Seas wastewater system
6 for issues that were the subject of a warning letter and a draft consent order that was
7 subsequently withdrawn in lieu of a series of conditions that were appended to a permit
8 renewal for the facility. AUF completed all the requirements under the permit conditions.
9 FDEP inspected the facility in September 2011, and issued a SFCO to close out all
10 outstanding issues at this facility. The SFCO was executed and recorded on October 11,
11 2011, and FDEP issued a close-out letter on October 18, 2011. Copies of the documents
12 are attached as Exhibit PL-15.

13
14 **Q. Can you address compliance for the Chuluota wastewater treatment facility?**

15 A. Yes. AUF believes that the system is now in compliance. There is a reference in FDEP
16 witness Gary Miller's testimony that AUF had not implemented "public access reuse."
17 However, subsequent to Mr. Miller's testimony, AUF has worked diligently and
18 cooperatively with the City of Oviedo to bring into operation the reuse connection
19 between the Chuluota effluent disposal system and the City's irrigation system. Since
20 mid-October, AUF has been providing substantial volumes of reuse water to the City
21 irrigation system on a daily basis.

22
23 **Q. What is AUF doing to resolve the TTHM issue at the River Grove system?**

24 A. We have evaluated a number of options to cost-effectively address this issue. Based on that

1 evaluation, AUF is currently negotiating an agreement with Putnam County to purchase
2 water. Available water quality information reviewed from Putnam County currently
3 indicates that its water is in compliance with the standards for TTHMs. AUF currently
4 anticipates entering into the agreement with the County before the end of the year, obtaining
5 permits for the interconnect, and installing the interconnect in the first quarter of 2012.

6
7 **Q. What is the current status of the matters addressed in the warning letter from FDEP**
8 **dated June 23, 2011, regarding the Jasmine Lakes wastewater treatment plant?**

9 A. All of the issues identified in that letter have been addressed. AUF provided a response
10 letter, dated July 25, 2011. FDEP staff conducted an inspection of the facility on September
11 8, 2011, and indicated that all items had been satisfactorily addressed and that a closure
12 letter would be forthcoming.

13
14 **Q. What is the current status of the matters addressed in the warning letter from FDEP**
15 **dated June 23, 2011, regarding the Palm Terrace wastewater treatment plant?**

16 A. All of the issues identified in that letter have been addressed. AUF provided several
17 response letters, and FDEP staff conducted several follow-up inspections as work was done
18 by AUF to relocate a force main under a concrete apron at a Pasco County storm water
19 management pond, install valves on the treated effluent force main suggested by the FDEP
20 inspector, clear vegetation from the percolation pond, and repair alarms and a chart recorder.
21 FDEP conducted a final inspection on October 5, 2011, and indicated at that time that all
22 items had been satisfactorily addressed and that a closure letter would be forthcoming.

1 **Q. Can you generally describe the easement issue with Pasco County at Palm Terrace?**

2 A. Yes. Pasco County witness Commissioner Mariano attempted to raise this issue at the
3 customer service hearing in New Port Richey on October 11, 2011. I would note at the
4 outset that this is a real property legal dispute between AUF and Pasco County, and it
5 appears that Pasco County is seeking to litigate that property law dispute in this rate case.
6 I fail to see how that real property legal issue is relevant to this rate case. In my opinion,
7 litigating this irrelevant issue in this rate case serves no purpose other than to drive up
8 rate case expense.

9

10 Nevertheless, for informational purposes, I will explain the dispute. Prior to AUF's
11 acquisition of the Palm Terrace wastewater system, and in accordance with normal utility
12 practice and current practice, an overflow pipe was installed in the berm between the
13 percolation pond and an adjacent Pasco County storm water management pond. The
14 purpose of the pipe was to prevent water in the pond from ever flowing over the top of
15 the berm in an uncontrolled manner that could erode and eventually induce failure of the
16 berm. There is no evidence that water has ever actually exited the pipe during AUF's
17 ownership of the system. Although AUF believes that the current location of the pipe is
18 legally permissible, in an attempt to resolve the matter without resort to litigation, the
19 Company has engaged a consulting engineer and a lawyer to secure an easement from the
20 County for this pipe. Meanwhile, AUF has placed a cap on the pipe which can be
21 removed in an emergency, but that otherwise provides assurance to the County that the
22 pipe is not discharging into the storm water basin.

23

1 **Q. Can you provide any clarification to the customer testimony at the New Port Richey**
2 **customer service hearing regarding the storm water pond?**

3 A. Yes. The storm water pond referenced by the customers at that hearing is owned and
4 operated by Pasco County. It is located adjacent to the AUF's Palm Terrace wastewater
5 plant. It receives storm water runoff that is piped to the pond through storm water drain
6 pipes owned and maintained by Pasco County. It does not belong to AUF. Maintenance
7 of the pond is the responsibility of Pasco County. On July 1, 2011, as a result of heavy
8 rainfall, the water level in the County's pond came up over the top of the County's pond
9 and overflowed onto neighboring streets and onto AUF property, but did not breach the
10 berm at the AUF percolation pond. The water level in AUF's percolation pond was a foot
11 or more below the high water level in the storm water pond, and no water from AUF's
12 percolation pond ever flowed into the storm water pond.

13
14 **Q. Does this conclude your testimony?**

15 A. Yes.

16

17

18

19

20

21

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23

24

Transaction Listing

Docket No. 100330-WS

Lake Josephine

AC290 Date: 10/19/11
Time: 13:15

JOB SUBMISSION PARAMETERS

Exhibit PL-9, Page 000001 of 000015

User Name: crews
Job Name : AC290
Step Nbr : 1

Activity

Activity Group List:
or Activity Group:
or Activities: 33101069312

or Activity List:
Transaction Level Type: B Both

Account Category Group:
or Account Cat Type: C Cost
or Summary Account Category:
or Account Category:
Other Options

System:
Source Code:
Posting Date Range: -
Reference:
Control Number:
Activity Status:
Activity Group Status:
Output Options

Attribute Information: N
Summarize Report: N No Page Break: N None
Report Currency: B Base Report Style: Standard

Sort: A Level 1 Level 2 Level 3
Print and Subtotal: 3 Actvy Grp Activity Acct Cat
Attributes: Level 1-3

Processing Activity Transaction Detail

Transaction Listing

Docket No. 100330-WS

Lake Josephine

AC290 Date 10/19/11
Time 13:15

Transaction Listing
Activities: 33101069312

Exhibit PL-9, Page 00002 of 000045

Account Category Type: Cost

PostDate	Sy Co	Account	Reference	Description	Amount	Curr	Units
Activity Group : 505 Chlorination Enhancements(TPB) USD Activity : 33101069312 Secondary wtr quality Lake Jose USD 00505-33101051-000033101069312 Attributes :							
Account Category : 110 CWIP - Payroll							
01/31/11	GL 33 1010	105020-0000		Jan 2011 CWIP Payroll Allocati	1,094.34	USD	0.00
03/31/11	GL 33 1010	105020-0000		Mar 2011 CWIP Payroll Allocati	48.95	USD	0.00
04/30/11	GL 33 1010	105020-0000		Apr 2011 CWIP Payroll Allocati	705.94	USD	0.00
05/31/11	GL 33 1010	105020-0000		May 2011 CWIP Payroll Allocati	182.73	USD	0.00
06/30/11	GL 33 1010	105020-0000		June 2011 CWIP Payroll Allocat	21.85	USD	0.00
08/31/11	GL 33 1010	105020-0000		Aug 2011 CWIP Payroll Allocati	157.94	USD	0.00
Acct Category Totals: 110					2,211.75		
Account Category : 120 CWIP - Accounts Payable							
01/31/11	AP 33 1010	105030-0000		37024ADEEDGE TECHNOLOGIES,	49,652.70	USD	0.00
01/31/11	GL 33 1010	105030-0000		Jan 2011 Indirect Transp Allo	176.02	USD	0.00
03/31/11	AP 33 1010	105030-0000		22453Kimley-Horn & Associa	151.15	USD	0.00
03/31/11	AP 33 1010	105030-0000		22462Florida Department of	1,000.00	USD	0.00
03/31/11	AP 33 1010	105030-0000		22453Kimley-Horn & Associa	605.00	USD	0.00
03/31/11	GL 33 1010	105030-0000		Mar 2011 Indirect Transp Allo	9.64	USD	0.00
03/31/11	GL 33 1010	105030-0000		(Mar) Kimley-Horn & Associates	1,210.00	USD	0.00
04/01/11	GL 33 1010	105030-0000		(Mar) Kimley-Horn & Associates	1,210.00	USD	0.00
04/30/11	AP 33 1010	105030-0000		22453Kimley-Horn & Associa	1,210.00	USD	0.00
04/30/11	AP 33 1010	105030-0000		37024ADEEDGE TECHNOLOGIES,	35,480.50	USD	0.00
04/30/11	GL 33 1010	105030-0000		Apr 2011 Indirect Transp Allo	115.31	USD	0.00
04/30/11	GL 33 1010	105030-0000		(Apr) Secondary wtr quality Lak	49,690.78	USD	0.00
05/01/11	GL 33 1010	105030-0000		(Apr) Secondary wtr quality Lak	49,690.78	USD	0.00
05/31/11	AP 33 1010	105030-0000		22453Kimley-Horn & Associa	1,815.00	USD	0.00
05/31/11	AP 33 1010	105030-0000		22453Kimley-Horn & Associa	766.67	USD	0.00
05/31/11	AP 33 1010	105030-0000		37024ADEEDGE TECHNOLOGIES,	49,690.78	USD	0.00
05/31/11	GL 33 1010	105030-0000		May 2011 Indirect Transp Allo	23.32	USD	0.00
06/30/11	AP 33 1010	105030-0000		23466Southwest Florida Wat	100.00	USD	0.00
06/30/11	AP 33 1010	105030-0000		23196Pugh Utilities Servic	300.00	USD	0.00
06/30/11	GL 33 1010	105030-0000		June 2011 Indirect Transp All	5.19	USD	0.00
08/31/11	AP 33 1010	105030-0000		37024ADEEDGE TECHNOLOGIES,	2,493.00	USD	0.00
08/31/11	AP 33 1010	105030-0000		22453Kimley-Horn & Associa	423.50	USD	0.00
08/31/11	GL 33 1010	105030-0000		Aug 2011 Indirect Transp Allo	42.88	USD	0.00
Acct Category Totals: 120					144,060.66		
Account Category : 160 CWIP - Payroll Overhead							
01/31/11	GL 33 1010	105070-0000		PAAM Credits January 2011	497.27	USD	0.00

Transaction Listing

Docket No. 100330-WS

Lake Josephine

AC290 Date 10/19/11
Time 13:15

Transaction Listing
Activities: 33101069312

Exhibit PL-9, Page 00009 of 000015

Account Category Type: Cost

PostDate	Sy	Co	Account	Reference	Description	Amount	Curr	Units
Activity Group : 505 Chlorination Enhancements (TPB) USD								
Activity : 33101069312 Secondary wtr quality Lake Jose USD 00505-33101051-000033101069312								
Attributes :								
Account Category : 160 CWIP - Payroll Overhead								
03/31/11	GL	33	1010	105070-0000	PAAM Credits March 2011	22.24	USD	0.00
04/30/11	GL	33	1010	105070-0000	PAAM Credits April 2011	320.78	USD	0.00
05/31/11	GL	33	1010	105070-0000	PAAM Credits May 2011	83.03	USD	0.00
06/30/11	GL	33	1010	105070-0000	PAAM Credits June 2011	9.93	USD	0.00
08/31/11	GL	33	1010	105070-0000	PAAM Credits Aug 2011	71.77	USD	0.00
Acct Category Totals: 160 CWIP - Payroll Overhead						1,005.02		
Account Category : 170 CWIP - AFUDC								
01/31/11	PM	33	1010	105080-0000 15995	PAAM GL AFUDC Trans	163.42	USD	0.00
02/28/11	PM	33	1010	105080-0000 19998	PAAM GL AFUDC Trans	327.88	USD	0.00
03/31/11	PM	33	1010	105080-0000 25081	PAAM GL AFUDC Trans	339.65	USD	0.00
04/30/11	PM	33	1010	105080-0000 30543	PAAM GL AFUDC Trans	625.81	USD	0.00
05/31/11	PM	33	1010	105080-0000 35827	PAAM GL AFUDC Trans	913.23	USD	0.00
06/30/11	PM	33	1010	105080-0000 40188	PAAM GL AFUDC Trans	929.55	USD	0.00
07/31/11	PM	33	1010	105080-0000 45349	PAAM GL AFUDC Trans	936.85	USD	0.00
08/31/11	PM	33	1010	105080-0000 50326	PAAM GL AFUDC Trans	952.94	USD	0.00
09/30/11	PM	33	1010	105080-0000 54968	PAAM GL AFUDC Trans	969.13	USD	0.00
Acct Category Totals: 170 CWIP - AFUDC						6,158.46		
Activity Totals : 33101069312 Secondary wtr quality Lake Jose						153,435.89		
Activity Grp Totals : 505 Chlorination Enhancements (TPB)						153,435.89		
Report Totals :						153,435.89		



Florida Department of Environmental Protection

South District
P.O. Box 2549
Fort Myers, FL 33902-2549

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

In the Matter of an Application
For Permit by:

Judy Wallingford, COO
Aqua Utilities Florida, Inc
P.O. Box 2480
Lady Lakes, Fl 32159

JEWallingford@aquaaamerica.com

DEP File No: 5280162
Highlands County – PW
Additional Water Filtration Systems @
Lake Josephine Heights Plants #1 & 2
Lake Wales EMA

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number 305796-001-WC to construct the subject major modification to the Lake Josephine Heights Plants # 1 and 2, issued under section 403.861(9), of the Florida Statutes.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under section 120.60(3) of the Florida Statutes must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first.

Under section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for mediation within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination

(hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department permit identification number and the county in which the subject matter or activity is located;
- (b) A statement of how and when each petitioner received notice of the Department action;
- (c) A statement of how each petitioner's substantial interests is affected by the Department action;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A statement of facts that the petitioner contends warrants reversal or modification of the Department action;
- (f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (i.e., the applicant, the Department, and any person who has filed a timely and sufficient petition for a hearing). The agreement must contain all the information required by rule 28-106.404. The agreement must be received by the clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within ten days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement.

As provided in section 120.573 of the Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by sections 120.569 and 120.57 for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons seeking to protect their substantial interests that would be affected by such a modified final decision must file their petitions within fourteen days of receipt of this notice, or they shall be deemed to have waived their right to a proceeding under sections 120.569 and 120.57. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under sections 120.569

and 120.57 remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

This action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for mediation) is filed in accordance with the above. Upon the timely filing of a petition (or request for mediation) this order will not be effective until further order of the Department.

Any party to the order has the right to seek judicial review of the order under section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Executed in Fort Myers, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
Director of District Management

CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this **NOTICE OF PERMIT ISSUANCE** and all copies were mailed by certified mail before the close of business on August 19, 2011, to the listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under section 120.52(7), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Irene S. Collins

August 19-2011

Clerk

Date

JMI/BTS

Copies furnished to:

Dean L. Paquet, P.E. E-mail: dean.paquet@kimley-horn.com



Florida Department of Environmental Protection

South District
P.O. Box 2549
Fort Myers, FL 33902-2549

Docket No. 100330-WS
Lake Josephine
Exhibit PL-9, Page 000007 of 000015

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

PERMITTEE:

Judy Wallingford, COO
Aqua Utilities Florida, Inc
P.O. Box 2480
Lady Lake, Fl. 32159

I.D. No: 5280162
Permit/Cert. No.: 305796-001-WC
Date of Issue: August 18, 2011
Expiration Date: August 17, 2016
County: Highlands
Latitude/Longitude: 27° 23' 00"N/81° 26' 35"W
27° 22' 30"N/81° 24' 34"W
Project: Additional Water Filtration Systems
@ Lake Josephine Heights Plant #1 & #2
Lake Wales EMA

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Florida Administrative Code (F.A.C.) Rules 62-4, 62-550, 62-555 and 62-699. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents, attached hereto or on file with the Department and made a part hereof and specifically described as follows:

Construct modification to the existing 0.320 mgd and 0.280 mgd Lake Josephine Heights Plant Number 1 and 2 (Plant # 2 was formerly known as the Sebring Lakes Plant) by adding water filtration system to both plants. The modification consists of the following:

1. Installation of pre-packaged model APU26-4260CS-3-AVH filtration treatment unit consisting of three (3) 42-inch diameter vessels with a capacity of 230 gpm and backwash flow rate of 192 gpm for Lake Josephine Heights Plant # 1 and,
2. Installation of pre-packaged model APU26-4260CS-3-AVH filtration treatment unit consisting of three (3) 42-inch diameter vessels with a capacity of 200 gpm and backwash flow rate of 192 gpm for Lake Josephine Heights Plant # 2 as depicted on Kimley-Horn and Associates, Inc., design drawings, sheet numbers A-1 through A-8, dated July 13, 2011. The design drawings were submitted in support of the construction application. The original application was dated April 12, and received on April 15, 2011, with the revised application dated July 13, and received on July 18, 2011. Related documents were dated May 17, July 15, and August 11, 2011, and received on May 18, July 18, and August 12, 2011 respectively.

The Lake Josephine Heights Plant # 1 is located at the end of Canary Way in the Lake Josephine Heights Subdivision, and the Lake Josephine Heights Plant # 2 is located at 5313 Knight Avenue (formerly known as the Sebring Lakes Plant), in Sebring, Highlands County, Florida.

PERMITTEE:

Judy Wallingford, COO
Aqua Utilities Florida, Inc

I.D. No: 5280162

Permit/Cert. No.: 305796-001-WC

Date of Issue: August 18, 2011

Exp. Date: August 17, 2016

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in Subsections 403.087(6) and 403.722(5) F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in the permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by any order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credential or other documents as may be required by law, and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - a. Have access to and copy any records that must be kept under the conditions of the permit;
 - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

PERMITTEE:

Judy Wallingford, COO
Aqua Utilities Florida, Inc

I.D. No: 5280162
Permit/Cert. No.: 305796-001-WC
Date of Issue: August 18, 2011
Exp. Date: August 17, 2016

GENERAL CONDITIONS:

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- a. A description of and cause of non-compliance; and
- b. The period of non-compliance, including dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance. The permittee shall be responsible for any and all damages that may result and may be subject to enforcement action by the Department for penalties or revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, which are submitted to the Department, may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance, provided however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon Department approval in accordance with F.A.C. Rules 62-4.120 and 62-730.300, F.A.C. as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the Department approves the transfer.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:

- (a) Determination of Best Available Control Technology (BACT)
- (b) Determination of Prevention of Significant Deterioration (PSD)
- (c) Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
- (d) Compliance with New Source Performance Standards

14. The permittee shall comply with the following:

- (a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically, unless otherwise stipulated by the Department.

PERMITTEE:

Judy Wallingford, COO
Aqua Utilities Florida, Inc

I.D. No: 5280162
Permit/Cert. No.: 305796-001-WC
Date of Issue: August 18, 2011
Exp. Date: August 17, 2016

GENERAL CONDITIONS:

- (b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation), required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report or application unless otherwise specified by Department rule.
- (c) Records of monitoring information shall include:
1. the date, exact place, and time of sampling or measurements;
 2. the person responsible for performing the sampling or measurements;
 3. the dates analyses were performed;
 4. the person responsible for performing the analyses;
 5. the analytical techniques or methods used;
 6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law that is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

1. Drawings, plans, documents or specifications submitted by the Permittee, not attached hereto, but retained on file at the South Florida District Office, are made a part hereof.
2. The design and construction of public water systems shall be in accordance with Florida Administrative Code Rule 62-555.320.
3. The applicant shall retain the engineer of record or obtain the services of any professional engineer registered in the State of Florida for the inspection of the construction of this project. Upon completion the engineer shall inspect for conformity to construction permit applications and associated documents.
4. A Request for Letter of Release to Place Water Supply System Into Service, form 62-555.900(9), along with record drawings and bacteriological analysis results shall be submitted within 60 days after completion of construction of the project and Department approval obtained prior to placement in operation.
5. Pipe, fittings, valves, fire hydrants and other materials shall conform to the most recent standards issued by the American Water Works Association (AWWA).
6. Water supply facilities including mains shall be installed, cleaned, disinfected and bacteriologically cleared for service, in accordance with the latest applicable AWWA Standards and Department rules and regulations.

PERMITTEE:

Judy Wallingford, COO
Aqua Utilities Florida, Inc

I.D. No: 5280162
Permit/Cert. No.: 305796-001-WC
Date of Issue: August 18, 2011
Exp. Date: August 17, 2016

SPECIFIC CONDITIONS:

7. The facilities are category V, staffing by Class C or higher operator, 5 visits per week and one visit each weekend for a total of 0.6 hour per week. The lead/chief operator must be Class C or higher. F.A.C. Rules 62-699.310(2) (e)5. An operator meeting the lead operator classification level of the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. F.A.C. Rule 62-699.311(1).
8. The permittee shall submit a monthly operations report (MOR) DEP Form 62-555.900(2), to the Department no later than the tenth of each succeeding month.
9. The water treatment plant shall maintain throughout the distribution system a minimum continuous and effective free chlorine residual of 0.2 mg/l or its equivalent. A minimum system pressure of 20 psi must be maintained throughout the system. Also, safety equipment shall be provided and located outside of chlorine room.
10. This facility is a Community Water System as defined in F.A.C. Rule 62-550.200(12) and shall comply with the applicable chemical and bacteriological monitoring requirements of F.A.C. Rule 62-550. Such requirements shall be initiated within the quarter that the water treatment facility is placed into service (i.e. January—March or April—June, the preceding are an examples of quarters) and the results submitted to the Department.
11. The permittee or suppliers of water shall telephone the State Warning Point (SWP), at 1-800-320-0519 immediately (i.e., within two hours) after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving a public water system in accordance with the F.A.C. Rule 62-555.350(10).
12. The permittee is reminded of the necessity to comply with the pertinent regulations of any other regulatory agency, as well as any county, municipal, and federal regulations applicable to the project. These regulations may include, but are not limited to, those of the Federal Emergency Management Agency in implementing flood control measures. This permit should not be construed to imply compliance with the rules and regulations of other regulatory agencies.

Note: In the event of an emergency the permittee shall contact the Department by calling (850) 413-9911. During normal business hours, the permittee shall call (239) 344-5600.

Issued this 19th day of August 2011.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



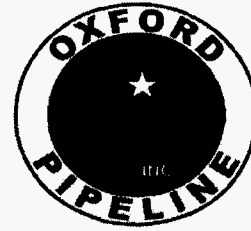
Jon M. Iglehart
Director of District Management

JMI/BTS

Oxford Pipeline Inc.

Underground Utilities/Pipe Rehabilitation

P.O. BOX 86
Oxford, FL 34844
PHONE; 352-504-8750 FAX; 352-330-0473
EMAIL; cbarrette@oxfordpipeline.com
FL LIC# CUC1224062



Date: OCT 19 2011

Customer ID: A101

Aqua Utilites of florida inc.
P.O. Box 490310
leesburg fl.

Prepared By: CRAIG BARRETTE

QUOTATION

LAKE JOSEPHINE ADEGE FILTRATION SYSTEM PROJECT

Description	AMOUNT
Perform all work in accordance with the construction drawings by Kimberly Horn and Associates inc. dated june 2011. work to be performed by contractor includes but is not limited to all required site work, yard-piping modifications, and electrical work required to provide a fully functioning and complete filtration system suitable for supplying potable water. With exception to the Adedge filtration system and shelter, Contractor to purchase and provide all other materials and equipment necessary to perform the work. compensation to the contractor for the project shall not exceed 20,000.00 dollars. All work shall be completed by December 31, 2011 unless otherwise approved by Aqua Utilities Florida.	\$20,000.00
THANK YOU FOR YOUR BUSINESS !	TOTAL \$ 20,000.00

adedge **AdEdge Technologies**
 5152 Belle Wood Court
 Suite A
 Buford, GA 30518

033 04466414409



Invoice

Date	Invoice #
6/24/2011	5223

Bill To			
Aqua Utilities Florida Inc PO Box 2480 Lady Lake, FL 32158-2480 US			
Customer Fax			
P.O. Number	S.O. Number	Terms	Rep
	3689		PM

Ship To		
Customer Phone		
Due Date	Via	F.O.B.
6/24/2011	TBD	Buford, GA

Quantity	Item Code	Description	U/M	Price Each	Amount
0.95	Other Eq...	Urethane Based Coating (UV Protection) Upgrade for all vessels: Coat exterior surfaces of the vessels and skid with Tnemco Edura-Shield II 1074 Aliphatic Acrylic Polyurethane paint. All surfaces will be prepared and primed in accordance with the coating specification requirements. Lake Josephine (Triplex) \$2450 - 33101069312 - 2nd wv qty 2493 Sebring Lakes (Triplex) \$2450 - 33101069316 " " 2493 Leisure Lakes (Duplex) \$1700 - 33101069314 " " 1730 Total sales tax calculated by AvaTax ST Sales Tax		6,600.00	6,270.00T
				446.00	446.00
				0.00%	0.00

RECEIVED
 JUN 24 2011
 Aqua Utilities
 Florida Inc.

8/18/11

[Handwritten signatures]

ENTERED AUG 18 2011

If you have any questions please call our office or email : accounting@adedge.com			Invoice Total	\$6,716.00
Phone # Pay online at: https://ipn.intuit.com/z89gq14	678-835-0052	Fax #	678-835-0057	Balance Due
				\$6,716.00

4476



Kimley-Horn and Associates, Inc.

033 04477504176

Reg. 117832
P.O. 1246
Rev 2079

Need PO

AQUA UTILITIES FLORIDA
ATTN: PATRICIA R. WILLIAMS
1100 THOMAS AVENUE
LEESBURG, FL 34748

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 932520
ATLANTA, GA 31193-2520

Federal Tax Id: 56-0885615

22453
[Signature]

Invoice for Professional Services

Invoice No: 4515010
Invoice Date: Jun 30, 2011
Invoice Amount: \$1,372.00

Project No: 148142001.1
Project Name: WATER FILTRATION SYSTEM
Project Manager: PAQUET, DEAN

Client Reference:

For Services Rendered through Jun 30, 2011

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
SEBRING LAKES	12,100.00	73.50%	8,893.50	8,470.00	423.50
LAKE JOSEPHINE	12,100.00	73.50%	8,893.50	8,470.00	423.50
LEISURE LAKES	15,000.00	73.50%	11,025.00	10,500.00	525.00
Subtotal	39,200.00	73.50%	28,812.00	27,440.00	1,372.00
Total LUMP SUM					1,372.00

secondary water quality
33101069316
33101069312
33101069314

Total Invoice: \$1,372.00

DESCRIPTION OF SERVICES PERFORMED:

- Coordinate and select roof/shade structure and revise plans.
- Prepare re-submittal package to FDEP and coordinate revisions and responses with filter supplier.

MLW
8-4-11

ENTERED AUG 23 2011

Fifthroom Markets

home • garden • leisure

5410 Route 8, Gibsonia, PA 15044

CedarStore.com GazeboCreations.com

5410 Route 8, Gibsonia, PA 15044

1-888-293-2339 / Fax 724-444-5301

Email: contact@fifthroommarkets.com

Docket No. 100330-WS

Lake Josephine

Exhibit PL-9, Page 000015 of 000015

Invoice

Date	Invoice #
10/12/2011	1434

Bill To
AQUA UTILITIES FL, INC SAM CAIN P.O. BOX 2480 LADY LAKE, FL 33872

Ship To
FLORDIA WATER TREATMENT PLANTS SAM CAIN CANARY WAY SEBRING, FL 33875 941-379-7600

Order No.	Terms	Rep	Ship Via	Phone	Payment Method
Q 517359	1/2 Down, 1/2 Ship	DLR	MOTOR FREIGHT	941-379-7600	mail in payment

Item	Description	Invoiced	Rate	Amount
CLWP1420TP	14' x 20' Treated Pine Ramada	1	8,599.00	8,599.00
MISC-CLW	No Deck	1	0.00	0.00
	6" High Post Trim			
	No Cupola			
	13' Clearance Post Height			
	Dual Gray Asphalt Shingles			
	Unstained			
S&H/Motor Freigh...	Shipping	1	749.00	749.00
DISCOUNT/STRU...	Structure Sales Discount		-860.00	-860.00
	SHIPPING IN KIT FORM VIA MOTOR FREIGHT ESTIMATED COMPLETION WEEK OF OCT 31 - NOV 4, 2011			

Thank you for your business. Please remit payment to above address.

Subtotal	\$8,488.00
Sales Tax (0.0%)	\$0.00
Total	\$8,488.00
50% Deposit Due	\$4,244.00

Transaction Listing

Docket No. 100330-WS

Sebring Lakes

Exhibit PL-10, Page 000001 of 000006

AC290 Date: 10/19/11
Time: 13:17

JOB SUBMISSION PARAMETERS

User Name: crews
Job Name : AC290
Step Nbr : 1

Activity

Activity Group List:
or Activity Group:
or Activities: 33101069316

or Activity List:
Transaction Level Type: B Both

Account Category Group:
or Account Cat Type: C Cost
or Summary Account Category:
or Account Category:
Other Options

System:
Source Code:
Posting Date Range: -
Reference:
Control Number:
Activity Status:
Activity Group Status:
Output Options

Attribute Information: N
Summarize Report: N No Page Break: N None
Report Currency: B Base Report Style: Standard

Sort: A Level 1 Level 2 Level 3
Print and Subtotal: 3 Actvy Grp Activity Acct Cat
Attributes: Level 1-3

Processing Activity Transaction Detail

Transaction Listing

Docket No. 100330-WS

Sebring Lakes

AC290 Date 10/19/11
Time 13:17

Transaction Listing
Activities: 33101069316

Exhibit PL-10, Page 00002 of 00006

Account Category Type: Cost

PostDate	Sy Co	Account	Reference	Description	Amount	Curr	Units
Activity Group : 505 Chlorination Enhancements (TPB) USD Activity : 33101069316 Secondary wtr quality Sebring USD 00505-33101051-000033101069316 Attributes :							
Account Category : 110 CWIP - Payroll							
01/31/11	GL	33 1010	105020-0000	Jan 2011 CWIP Payroll Allocati	1,094.34	USD	0.00
03/31/11	GL	33 1010	105020-0000	Mar 2011 CWIP Payroll Allocati	48.95	USD	0.00
04/30/11	GL	33 1010	105020-0000	Apr 2011 CWIP Payroll Allocati	705.94	USD	0.00
05/31/11	GL	33 1010	105020-0000	May 2011 CWIP Payroll Allocati	182.73	USD	0.00
06/30/11	GL	33 1010	105020-0000	June 2011 CWIP Payroll Allocati	878.57	USD	0.00
08/31/11	GL	33 1010	105020-0000	Aug 2011 CWIP Payroll Allocati	157.94	USD	0.00
Acct Category Totals: 110 CWIP - Payroll					3,068.47		
Account Category : 120 CWIP - Accounts Payable							
01/31/11	AP	33 1010	105030-0000	37024ADEEDGE TECHNOLOGIES,	49,652.70	USD	0.00
01/31/11	GL	33 1010	105030-0000	Jan 2011 Indirect Transp Allo	176.02	USD	0.00
03/31/11	AP	33 1010	105030-0000	22453Kimley-Horn & Associa	151.15	USD	0.00
03/31/11	AP	33 1010	105030-0000	22462Florida Department of	1,000.00	USD	0.00
03/31/11	AP	33 1010	105030-0000	22453Kimley-Horn & Associa	605.00	USD	0.00
03/31/11	GL	33 1010	105030-0000	Mar 2011 Indirect Transp Allo	9.64	USD	0.00
03/31/11	GL	33 1010	105030-0000	(Mar) Kimley-Horn & Associates	1,210.00	USD	0.00
04/01/11	GL	33 1010	105030-0000	(Mar) Kimley-Horn & Associates	1,210.00	USD	0.00
04/30/11	AP	33 1010	105030-0000	22453Kimley-Horn & Associa	1,210.00	USD	0.00
04/30/11	AP	33 1010	105030-0000	37024ADEEDGE TECHNOLOGIES,	35,480.50	USD	0.00
04/30/11	GL	33 1010	105030-0000	Apr 2011 Indirect Transp Allo	115.31	USD	0.00
04/30/11	GL	33 1010	105030-0000	(Apr) Secondary wtr quality Se	49,580.88	USD	0.00
05/01/11	GL	33 1010	105030-0000	(Apr) Secondary wtr quality Se	49,580.88	USD	0.00
05/31/11	AP	33 1010	105030-0000	22453Kimley-Horn & Associa	1,815.00	USD	0.00
05/31/11	AP	33 1010	105030-0000	22453Kimley-Horn & Associa	766.67	USD	0.00
05/31/11	AP	33 1010	105030-0000	37024ADEEDGE TECHNOLOGIES,	49,580.88	USD	0.00
05/31/11	GL	33 1010	105030-0000	May 2011 Indirect Transp Allo	23.32	USD	0.00
06/30/11	AP	33 1010	105030-0000	23466Southwest Florida Wat	100.00	USD	0.00
06/30/11	AP	33 1010	105030-0000	AP175 Summarized transaction	15,680.00	USD	0.00
06/30/11	AP	33 1010	105030-0000	23196Pugh Utilities Servic	300.00	USD	0.00
06/30/11	GL	33 1010	105030-0000	June 2011 Indirect Transp All	208.51	USD	0.00
08/31/11	AP	33 1010	105030-0000	37024ADEEDGE TECHNOLOGIES,	2,493.00	USD	0.00
08/31/11	AP	33 1010	105030-0000	22453Kimley-Horn & Associa	423.50	USD	0.00
08/31/11	GL	33 1010	105030-0000	Aug 2011 Indirect Transp Allo	42.88	USD	0.00
Acct Category Totals: 120 CWIP - Accounts Payable					159,834.08		
Account Category : 160 CWIP - Payroll Overhead							

Transaction Listing

Docket No. 100330-WS

Sebring Lakes

AC290 Date 10/19/11
Time 13:17

Transaction Listing
Activities: 33101069316

Exhibit PL-10, Page 00009 of 00006

Account Category Type: Cost

PostDate	Sy	Co	Account	Reference	Description	Amount	Curr	Units

Activity Group	:	505		Chlorination Enhancements (TPB)	USD			
Activity	:	33101069316		Secondary wtr quality Sebring	USD	00505-33101051-000033101069316		
Attributes	:							
Account Category	:	160		CWIP - Payroll Overhead				
01/31/11	GL	33	1010	105070-0000	PAAM Credits January 2011	497.27	USD	0.00
03/31/11	GL	33	1010	105070-0000	PAAM Credits March 2011	22.24	USD	0.00
04/30/11	GL	33	1010	105070-0000	PAAM Credits April 2011	320.78	USD	0.00
05/31/11	GL	33	1010	105070-0000	PAAM Credits May 2011	83.03	USD	0.00
06/30/11	GL	33	1010	105070-0000	PAAM Credits June 2011	399.22	USD	0.00
08/31/11	GL	33	1010	105070-0000	PAAM Credits Aug 2011	71.77	USD	0.00
Acct Category Totals: 160						1,394.31		

Account Category	:	170		CWIP - AFUDC				
01/31/11	PM	33	1010	105080-0000 15995	PAAM GL AFUDC Trans	163.42	USD	0.00
02/28/11	PM	33	1010	105080-0000 19998	PAAM GL AFUDC Trans	327.88	USD	0.00
03/31/11	PM	33	1010	105080-0000 25081	PAAM GL AFUDC Trans	339.65	USD	0.00
04/30/11	PM	33	1010	105080-0000 30543	PAAM GL AFUDC Trans	625.46	USD	0.00
05/31/11	PM	33	1010	105080-0000 35827	PAAM GL AFUDC Trans	912.53	USD	0.00
06/30/11	PM	33	1010	105080-0000 40188	PAAM GL AFUDC Trans	983.28	USD	0.00
07/31/11	PM	33	1010	105080-0000 45349	PAAM GL AFUDC Trans	1,045.36	USD	0.00
08/31/11	PM	33	1010	105080-0000 50326	PAAM GL AFUDC Trans	1,062.14	USD	0.00
09/30/11	PM	33	1010	105080-0000 54968	PAAM GL AFUDC Trans	1,079.03	USD	0.00
Acct Category Totals: 170						6,538.75		

Activity Totals	:	33101069316		Secondary wtr quality Sebring		170,835.61		

Activity Grp Totals	:	505		Chlorination Enhancements (TPB)		170,835.61		
=====								
Report Totals	:					170,835.61		

adedge **AdEdge Technologies**
 5152 Belle Wood Court
 Suite A
 Buford, GA 30518

033 0466414409



Invoice

Date	Invoice #
6/24/2011	5223

Bill To

Aqua Utilities Florida Inc
 PO Box 2480
 Lady Lake, FL 32158-2480
 US

Customer Fax

P.O. Number	S.O. Number	Terms	Rep
	3689		PM

370201

Ship To

Customer Phone

Due Date	Via	F.O.B.
6/24/2011	TBD	Buford, GA

Quantity	Item Code	Description	U/M	Price Each	Amount
0.95	Other Eq...	Urethane Based Coating (UV Protection) Upgrade for all vessels: Coat exterior surfaces of the vessels and skid with Taomoc Educa-Shield II 1074 Aliphatic Acrylic Polyurethane paint. All surfaces will be prepared and primed in accordance with the coating specification requirements. Lake Josephine (Triplex) \$2450 - 33101069312 - 2nd wr Qty 2473 Sebring Lakes (Triplex) \$2450 - 33101069316 " " " 2473 Leisure Lakes (Duplex) \$1700 - 33101069314 " " " 1730 Total sales tax calculated by AvaTax ST Sales Tax 446.00 446.00 0.00% 0.00		6,600.00	6,270.00T

RECEIVED
 JUN 24 2011
 Aqua Utilities
 Florida Inc.

8/18/11

[Handwritten signatures]

ENTERED AUG 18 2011

If you have any questions please call our office or email : accounting@adedge.com			Invoice Total	\$6,716.00
Phone # Pay online at: https://ipn.intuit.com/z89eq14	678-835-0052	Fax # 678-835-0057	Balance Due	\$6,716.00

Reg. 1246
 P.O. 1246
 Rcvr 2079

4476



Kimley-Horn
 and Associates, Inc.

083 04477 50 1076

Invoice for Professional Services

Need PO

AQUA UTILITIES FLORIDA
 ATTN: PATRICIA R. WILLIAMS
 1100 THOMAS AVENUE
 LEESBURG, FL 34748

22453
 [Handwritten signature]

Invoice No: 4515010
 Invoice Date: Jun 30, 2011
 Invoice Amount: \$1,372.00

Project No: 148142001.1
 Project Name: WATER FILTRATION SYSTEM
 Project Manager: PAQUET, DEAN

Please send payments to:
 KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 932520
 ATLANTA, GA 31193-2520

Client Reference:

For Services Rendered through Jun 30, 2011.

Federal Tax Id: 56-0885615

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
SEBRING LAKES	12,100.00	73.50%	8,893.50	8,470.00	423.50
LAKE JOSEPHINE	12,100.00	73.50%	8,893.50	8,470.00	423.50
LEISURE LAKES	15,000.00	73.50%	11,025.00	10,500.00	525.00
Subtotal	39,200.00	73.50%	28,812.00	27,440.00	1,372.00
Total LUMP SUM					1,372.00

secondary water quality
 33101069316
 33101069315
 33101069314

Total Invoice: \$1,372.00

MLW
 8-4-11

DESCRIPTION OF SERVICES PERFORMED:

- Coordinate and select roof/shade structure and revise plans.
- Prepare re-submittal package to FDEP and coordinate revisions and responses with filter supplier.

ENTERED AUG 23 2011

Fifthroom Markets

home • garden • leisure

5410 Route 8, Gibsonia, PA 15044

CedarStore.com GazeboCreations.com

5410 Route 8, Gibsonia, PA 15044

1-888-293-2339 / Fax 724-444-5301

Email: contact@fifthroommarkets.com

Docket No. 100330-WS

Sebring Lakes

Exhibit PL-10, Page 000006 of 000006

Invoice

Date	Invoice #
10/12/2011	1435

Bill To
AQUA UTILITIES FL, INC SAM CAIN P.O. BOX 2480 LADY LAKE, FL 33872

Ship To
FLORDIA WATER TREATMENT PLANTS SAM CAIN 5313 KNIGHT AVE SEBRING, FL 33875 941-379-7600

Order No.	Terms	Rep	Ship Via	Phone	Payment Method
Q 517359	1/2 Down, 1/2 Ship	DLR	MOTOR FREIGHT	941-379-7600	mail in payment
Item	Description	Invoiced	Rate	Amount	
CLWP1420TP MISC-CLW	14' x 20' Treated Pine Ramada No Deck 6" High Post Trim No Cupola 13' Clearance Post Height Dual Gray Asphalt Shingles Unstained	1 1	8,599.00 0.00	8,599.00 0.00	
S&H/Motor Freigh... DISCOUNT/STRU...	SHIPPING IN KIT FORM VIA MOTOR FREIGHT ESTIMATED COMPLETION WEEK OF OCT 31 - NOV 4, 2011 Shipping Structure Sales Discount	1	749.00 -860.00	749.00 -860.00	
Thank you for your business. Please remit payment to above address.					Subtotal \$8,488.00
					Sales Tax (0.0%) \$0.00
					Total \$8,488.00
					50% Deposit Due \$4,244.00

Transaction Listing

Docket No. 100330-WS

Sunny Hills

Exhibit PL-11, Page 000001 of 000027

AC290 Date: 10/19/11
Time: 13:20

JOB SUBMISSION PARAMETERS

User Name: crewsw
Job Name : AC290
Step Nbr : 1

Activity

Activity Group List:
or Activity Group:
or Activities: 33100561107

Activity List:
Transaction Level Type: B Both

Account Category Group:
or Account Cat Type: C Cost
or Summary Account Category:
or Account Category:
Other Options

System:
Source Code:
Posting Date Range:
Reference:
Control Number:
Activity Status:
Activity Group Status:
Output Options

Attribute Information: N
Summarize Report: N No Page Break: N None
Report Currency: B Base Report Style: Standard

Sort: A Level 1 Level 2 Level 3
Print and Subtotal: 3 Actvy Grp Activity Acct Cat
Attributes: Level 1-3

Processing Activity Transaction Detail

Transaction Listing

Docket No. 100330-WS

Sunny Hills

AC290 Date 10/19/11
Time 13:20

Transaction Listing
Activities: 33100561107

Exhibit PL-11, Page 00002 of 000027

Account Category Type: Cost

PostDate	Sy	Co	Account	Reference	Description	Amount	Curr	Units
Activity Group : 525 Tanks,Reservoir,Lagoons,Standp USD Activity : 33100561107 Additional storage-Sunny Hills USD 00525-33100599-000033100561107 Attributes :								
Account Category : 110 CWIP - Payroll								
05/01/11	PR	33	1005	105020-0000	PR198 Expense accrual	18.56	USD	1.00
07/31/11	GL	33	1005	105020-0000	July 2011 CWIP Payroll Allocat	1,570.11	USD	0.00
07/31/11	GL	33	1005	105020-0000	Recl 11/10-Expense accrual	14.90	USD	0.00
07/31/11	GL	33	1005	105020-0000	Recl 11/10-Nov 2010 CWIP Payro	531.32	USD	0.00
07/31/11	GL	33	1005	105020-0000	Recl 5/11-Expense accrual	15.49	USD	0.00
Acct Category Totals: 110						2,150.38		1.00
Account Category : 120 CWIP - Accounts Payable								
05/31/11	GL	33	1005	105030-0000	May 11 Direct Transport. Alloc	2.37	USD	0.00
07/31/11	AP	33	1005	105030-0000	19029HATCH MOTT MACDONALD	21,750.00	USD	0.00
07/31/11	GL	33	1005	105030-0000	Reclass 5/11 19029 Hatch Mott	843.00	USD	0.00
07/31/11	GL	33	1005	105030-0000	July 2011 Indirect Transp All	316.02	USD	0.00
07/31/11	GL	33	1005	105030-0000	Recl 11/10-19029HATCH MOTT MAC	1,730.96	USD	0.00
07/31/11	GL	33	1005	105030-0000	Recl 11/10-19029HATCH MOTT MAC	5,830.00	USD	0.00
07/31/11	GL	33	1005	105030-0000	Recl 11/10-19029HATCH MOTT MAC	2,765.04	USD	0.00
07/31/11	GL	33	1005	105030-0000	Recl 11/10-19029HATCH MOTT MAC	281.00	USD	0.00
07/31/11	GL	33	1005	105030-0000	Recl 11/10-Nov 10 Direct Trans	3.83	USD	0.00
07/31/11	GL	33	1005	105030-0000	Recl 11/10-Nov 2010 Indirect	136.66	USD	0.00
07/31/11	GL	33	1005	105030-0000	Recl 5/11-May 11 Direct Transp	1.98	USD	0.00
Acct Category Totals: 120						33,660.86		
Account Category : 160 CWIP - Payroll Overhead								
05/31/11	GL	33	1005	105070-0000	Capital Bonus May 2011	.49	USD	0.00
05/31/11	GL	33	1005	105070-0000	PAAM Credits May 2011	8.43	USD	0.00
07/31/11	GL	33	1005	105070-0000	PAAM Credits July 2011	713.46	USD	0.00
07/31/11	GL	33	1005	105070-0000	Recl 11/10-PAAM Credits Novemb	267.70	USD	0.00
07/31/11	GL	33	1005	105070-0000	Recl 11/10-Capital Bonus Nov 2	.52	USD	0.00
07/31/11	GL	33	1005	105070-0000	Recl 5/11-Capital Bonus May 20	.41	USD	0.00
07/31/11	GL	33	1005	105070-0000	Recl 5/11-PAAM Credits May 201	7.04	USD	0.00
Acct Category Totals: 160						998.05		
Activity Totals : 33100561107						36,809.29		1.00
Activity Grp Totals : 525						36,809.29		1.00
Report Totals :						36,809.29		1.00

BID FORM
Sunny Hills Ground Storage Tank
Sunny Hills, Washington County, Florida

Bid of I-C Contractors, Inc.

(Name)

228 E. 34th ST. Panama City, FL 32405

(Address)

An individual; a partnership, a corporation (delete titles not applicable) registered in the State of Florida for Contract Related to the **Sunny Hills Ground Storage Tank** as indicated in the Specifications listed herein, for the Aqua Florida, Inc.

1. Having carefully examined the Specifications, having visited the site of proposed work, and being familiar with the various conditions affecting the proposed work, the undersigned offers to perform the work specified for the prices quoted.

Schedule of Prices

<u>Item No.</u>	<u>Description of Work</u>	<u>Unit of Measure</u>	<u>Total Cost</u>
1	Base Bid	LS	<u>\$ 53,262.00</u>
2	150,000 Gallon Aquastore Ground Storage Tank	LS	<u>\$177,814</u>
Total			<u>\$ 231,076.00</u>

BID IN WORDS Two hundred thirty one thousand seventy six dollars no cents***

Note: Any costs associated with administration, mark-up, or coordination with Aquastore Tank Subcontractor shall be included in Base Bid. Also see Section 1000 "Measurement and Payment".

2. The Work will be substantially completed on or before , **60 calendar days** after Notice to Proceed and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions, on or before, **90 calendar days** after Notice to Proceed.
3. In case of failure on the part of the Contractor to complete the Work within the time fixed in the Contract or any extension thereof as may be granted by the Owner in accordance with the Contract Documents, the Contractor shall pay the Owner in liquidating damages a sum of **\$500** for each calendar day of delay until the Work is completed and accepted.
4. The Bidder, within five days notice from the Owner of the award of Contract, shall execute the Contract in the form set forth in the Contract Documents.
5. Payment for all Work called for in the Plans and Specifications and required for proper completion of the Work under this Contract and not specifically mentioned in the Specifications will be considered as covered by the Final Payment and no extra payments will be allowed therefore.
6. The Bidder further declares that this Bid is made without any connection with any other person or persons making a Bid for the same Work, and is in all respects fair and without collusion or fraud.
7. The Bidder further declares that no employee of Aqua Utilities Florida, Inc. is directly or indirectly interested as principal, surety, or otherwise, in this Bid or Estimate, in the performance of the Contract, Work or business to which it relates, or in any portions of the profits thereof.
8. The undersigned hereby designates as his office to which said notice of acceptance may be mailed, telegraphed or delivered:

I-C Contractors, Inc.

228 E. 34th ST.

Panama City, FL 32405

9. Bidder shall be responsible for notifying Owner of any missing pages in the Contract Documents. Bids will not be altered due to failure of Bidder in this responsibility.

TRENCH SAFETY ACT

The Trench Safety Act requires that the Contract Bid include a separate item which identifies the cost of compliance with the Trench Safety Standards. Although Sheeting and Shoring costs are included in the Lump Sum pay items, the BIDDER shall indicate below the estimated cost of compliance. There will be no direct payment for sheeting and shoring.

<u>Description</u>	<u>Unit of Measure</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Sheeting	LF	_____	_____ N/A
Shoring	SF	_____	_____ N/A
Method of Compliance for Sheeting		_____ N/A	
<hr/>			
Method of Compliance for Shoring		_____ N/A	
<hr/>			

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS BID TO BE
EXECUTED AS OF THE _____ DAY OF _____, 2011.

(Omit Two)
Witness:

A. INDIVIDUAL BIDDER

By _____
_____(SEAL)

By _____

trading as _____

whose business address is _____

whose business telephone number is _____

Witness:

B. PARTNERSHIP BIDDER

By _____
_____(SEAL)

By _____

Partner

By _____
_____(SEAL)

By _____

Partner

By _____
_____(SEAL)

By _____

Partner

trading as _____

whose business address is _____

whose business telephone number is _____

C. CORPORATION BIDDER

Attest:

* I-C Contractors, Inc.
(Name of Corporation)

By Gloria H. Chapman
(Assistant) Secretary
Gloria H. Chapman
(CORPORATE SEAL)

By Albert E. Hathaway
(Vice) President
Albert E. Hathaway

whose business address is 228 E. 34th St. Panama City, FL 32405

OR IF APPROPRIATE

Attest:

* _____
(Name of Corporation)

By ** _____
(Authorized Representative)

whose business address is _____

whose business telephone number is _____

- * If the Corporation has been organized under laws other than those of the State of Florida, complete as appropriate by deletion, the following statement:

The Corporation (has) (has not) been granted a certificate of authority to do business in the State of Florida under applicable laws.

- ** Attach appropriate proof, dated as of the date of the Bid, evidencing authority to execute in behalf of the corporation

**QUESTIONNAIRE
WATER MAIN CONSTRUCTION**

Bidder must furnish all information requested for a complete and proper Bid. Upon signing of Agreement, Questionnaire shall be incorporated into Contract Documents.

1. Bidder's name or trade name I-C Contractors, Inc.

2. Is quotation made by corporation, partnership, or individual? If one of latter two cases, list names of all persons involved. Corporation

Albert E. Hathaway - President
Archie Vann Hathaway - Exec. Vice President
Benjamin D. Hathaway - Vice President
Tommy W. Holmes - Vice President
Gloria H. Chapman - Sec./Treas.

3. Date of Bid 9-7-11 Bid Number 264061CE06
(HMM Project No.)

4. Bidder's understanding:

4.1 Does Bidder fully understand that any general terms or conditions of sale contained in its proposal will not become a part of any resulting Contract? Yes X No _____


4.2 Does Bidder intend, if awarded Contract, to comply fully and in all respects with Owner's Specifications covering the Work? Yes X No _____

4.3 If answer to any of the above questions is "No", see question No. 6

5. List all work to be subcontracted and anticipated subcontractors.
Wise Services, Inc. - Electrical

6. List all variations, exceptions and substitutions for methods and/or materials specified in this Contract.

N/A

Date 9-7-11 Firm Name I-C Contractors, Inc.
Signed by 
Albert E. Hathaway
Title President
Address 228 E. 34th St. Panama City, FL 32405
Area Code (850) Telephone 769-1550

NOTE: If Bidders submits its answers to above questions as a document separate from its formal proposal, it shall sign each copy in form shown above.



CONTRACTORS, INC.

228 East 34th Street
Panama City, Florida 32405
(850) 769-1550 • (850) 769-1559
(850) 785-2912
Fax: (850) 784-2451

CERTIFIED RESOLUTION

I, Gloria H. Chapman, the duly elected secretary of I-C Contractors, Inc. (corporation name), a corporation organized and existing under the laws of the State of FLORIDA do hereby certify that the following resolution was unanimously adopted and/or passed by a quorum of the board of directors of the said corporation at a meeting held in accordance with the law and the by-laws of the said corporation on the 6th day of September, 20 11.

"IT IS HEREBY RESOLVED that Albert E. Hathaway (name), the duly elected President (title) of I-C CONTRACTORS, INC. (corporation name), is hereby authorized to execute and submit all documents including signing of contract award, performance and payment bonds and any such other instruments in writing as may be necessary in behalf of the said corporation, and that any such instruments signed by him shall be binding upon the said corporation as its own acts and deeds for a certain project entitled Sunny Hills Ground Storage Tank

I further certify that the above resolution is in force and effect and has not been revised, revoked, or rescinded.

Given under my hand and the seal of the said corporation this 6th day of September 20 11.

By Gloria H. Chapman
SECRETARY

SECRETARY/TREASURER
Corporate Title

SEAL

ID	Task Name	11, '11							Sep 18, '11							Sep 25, '11							Oct 2, '11							Oct 9, '11							Oct 16, '11		
		M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	
1	Order Pipe Material																																						
2	Pipe Material Delivery																																						
3	Valve Vault Shop Drawings																																						
4	Valve Vault Fabrication																																						
5	Pipe Installation																																						
6	Pipe Disinfect & Flush																																						
7	Ground Prep for Tank																																						
8	Flush & Disinfect Tank																																						

Project: Project1
Date: Tue 9/6/11

Task 

Milestone 

External Tasks 

Split 

Summary 

External Milestone 

Progress 

Project Summary 

Deadline 



033 04418 28

Hatch Mott MacDonald
 5111 North 12th Ave
 Pensacola, FL 32504
 T 850.484.6011 www.hatchmott.com

AAC000035 EB0000155 LB00006783

July 7, 2011

RECEIVED

JUL 07 2011

Aqua Utilities Florida Inc.
 Attn: Tricia Williams
 P.O. Box 2480
 Lady Lake, FL 32158

Aqua Utilities
 Florida Inc.

Reference: Construction of Water Storage Tank

HMM PROJ NO # 264061
 Invoice No. 4563

FOR PROFESSIONAL SERVICES RENDERED THROUGH JUNE 24, 2011

Task Description	Fee Amount	% Complete	Total Prior Invoice(s)	Total Invoiced This Month	Total Invoiced To-Date
Preliminary Study	\$5,000.00	100.00%	\$5,000.00	\$0.00	\$5,000.00
Task 1 Preparation of Plans and Technical Specifications	\$13,000.00	100.00%	\$9,750.00	\$3,250.00	\$13,000.00
Task 2 Limited Construction Oversight	\$6,000.00	0.00%	\$0.00	\$0.00	\$0.00
Task 3 Geotechnical Allowance	\$5,000.00	75.00%	\$2,905.00	\$845.00	\$3,750.00
Grand Totals	\$29,000.00		\$17,655.00	\$4,095.00	\$21,750.00

Total Amount Invoiced To Date \$21,750.00
 Previous Fee Billing \$17,655.00
 Total Amount Due \$4,095.00

PAYMENT REMITTANCE ADDRESS ONLY:
 Hatch Mott MacDonald
 W510344 P.O. Box 7777
 Philadelphia, PA 19175-0344

33100561107
 JMW
 7/7/11

19029
 (6471) 1005-105030

[Handwritten Signature]
 7/7/11

ENTERED JUL 13 2011



Hatch Mott MacDonald
 5111 North 12th Ave
 Pensacola, FL 32504
 T 850.484.6011 www.hatchmott.com

AAC000835 EB0000155 LB00006783

July 1, 2011

Aqua Utilities Florida Inc.
 Attn: Tricia Williams
 P.O. Box 2480
 Lady Lake, FL 32158

Reference: Construction of Water Storage Tank

HMM PROJ NO # 284061
 Invoice No. 4563

FOR PROFESSIONAL SERVICES RENDERED THROUGH JUNE 24, 2011

Task Description	Fee Amount	% Complete	Total Prior Invoice(s)	Total Invoiced This Month	Total Invoiced To-Date
Preliminary Study	\$5,000.00	100.00%	\$5,000.00	\$0.00	\$5,000.00
Task 1 Preparation of Plans and Technical Specifications	\$13,000.00	100.00%	\$9,750.00	\$3,250.00	\$13,000.00
Task 2 Limited Construction Oversight	\$8,000.00	0.00%	\$0.00	\$0.00	\$0.00
Task 3 Geotechnical Allowance	\$5,000.00	75.00%	\$2,805.00	\$845.00	\$3,750.00
Grand Totals	\$29,000.00		\$17,655.00	\$4,095.00	\$21,750.00

Total Amount Invoiced To Date \$21,750.00
 Previous Fee Billing \$17,655.00
 Total Amount Due \$4,095.00

PAYMENT REMITTANCE ADDRESS ONLY:
 Hatch Mott MacDonald
 W510344 P.O. Box 7777
 Philadelphia, PA 19175-0344

33100561107

Sunny Hills

TW

7/7/11

AJ

[Handwritten signature]

7/7/11

Don't worry about a PO for this. Also, I believe we owe the entire \$21,750.00 please double check Bob



Hatch Mott MacDonald
5111 North 12th Ave
Pensacola, FL 32504
T 850.484.6011 www.hatchmott.com

AAC000035 EB0000155 L800006783

January 26, 2011

033 04324 33

Aqua Utilities Florida Inc.
Attn: Trisha Williams
P.O. Box 2480
Lady Lake, FL 32158

RECEIVED

APR - 7 2011

Aqua Utilities
Florida Inc.

Reference: Sunny Hill Community, Washington County

HMM PROJ NO # 264061
Invoice No. 121575

FOR PROFESSIONAL SERVICES RENDERED THROUGH OCTOBER 16, 2010

Task Description	Fee Amount	% Complete	Total Prior Invoice(s)	Total Invoiced This Month	Total Invoiced To-Date
Task 1 Evaluation of Potable Water Storage Capacity	\$5,820.00	100.00%	\$4,777.00	\$843.00	\$5,620.00
Grand Totals	\$5,820.00		\$4,777.00	\$843.00	\$5,620.00

Total Amount Invoiced To Date	\$5,620.00
Previous Fee Billing	\$4,777.00
Total Amount Due	<u>\$843.00</u>

PAYMENT REMITTANCE ADDRESS ONLY:

Hatch Mott MacDonald
W510344 P.O. Box 7777
Philadelphia, PA 19178-0344

*Sunny Hills
Additional Storage*

33 1005 61419

ENTERED MAY 04 2011

4-7-11

19029

1005-105030

JW

5-2-11



**Hatch Mott
 MacDonald**

Hatch Mott MacDonald
 5111 North 12th Ave
 Pensacola, FL 32504
 T 850.484.6011 www.hatchmott.com

AACD00035 EBD000155 LB00006783 LC26000216

033 04058 46 9062

July 21, 2010

Aqua Utilities Florida Inc.
 Attn: Trisha Williams
 P.O. Box 2480
 Lady Lake, FL 32158

Reference: Sunny Hill Community, Washington County

HMM PROJ NO # 264081
 Invoice No. 112121A

FOR PROFESSIONAL SERVICES RENDERED THROUGH JULY 16, 2010

Task Description	Fee Amount	% Complete	Total Prior Invoice(s)	Total Invoiced This Month	Total Invoiced To-Date
Task 1 Evaluation of Potable Water Storage Capacity	\$5,620.00	30.80%	\$0.00	\$1,730.98	\$1,730.98
Grand Totals	\$5,620.00		\$0.00	\$1,730.98	\$1,730.98

Total Amount Invoiced To Date \$1,730.98
 Previous Fee Billing \$0.00
 Total Amount Due \$1,730.98

PAYMENT REMITTANCE ADDRESS ONLY:
 Hatch Mott MacDonald
 W610344 P.O. Box 7777
 Philadelphia, PA 19175-0344

33100568004
 Sunny Hills
 Storage Tank Replacement
 wc 11/21/10

YRW 10-18-10 (6471) 1005-19029
 105030

ENTERED NOV 04 2010

10/19/10



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
5111 North 12th Ave
Panama City, FL 32504
T 850.484.6011 www.hatchmott.com

AAC000035 C00000155 LB00006783 LC26000216

July 21, 2010

033 04058 47 4062

Agua Utilities Florida Inc.
Attn: Triaha Williams
P.O. Box 2480
Lady Lake, FL 32158

Reference: Sunny Hill Community, Washington County

HMM PROJ NO # 204061
Invoice No. 112121C

FOR PROFESSIONAL SERVICES RENDERED THROUGH JULY 18, 2010

Task Description	Fee Amount	% Complete	Total Prior Invoice(s)	Total Invoiced This Month	Total Invoiced To-Date
Task 3 Inspection of two 30,000 Gallon Storage Tanks at Well No 1	\$5,830.00	100.00%	\$0.00	\$5,830.00	\$5,830.00
Grand Totals	\$5,830.00		\$0.00	\$5,830.00	\$5,830.00

Total Amount Invoiced To Date \$5,830.00
Previous Fee Billing \$0.00
Total Amount Due \$5,830.00

PAYMENT REMITTANCE ADDRESS ONLY:

Hatch Mott MacDonald
WB10344 P.O. Box 7777
Philadelphia, PA 19178-0344

AW
10/18/10

ENTERED NOV 04 2010

33100568004
Sunny Hills
Storage Tank Replacement
wcc: 11/2/10

py 10/18/10

19029
(6471) 1005-105030



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
5111 North 12th Ave
Pensacola, FL 32504
T 850.484.6011 www.hatchmott.com

AAC000035 E80000155 L800006783 LC26000216

033 04058 45 4062

September 30, 2010

RECEIVED

OCT - 4 2010

Aqua Utilities
Florida Inc.

Aqua Utilities Florida Inc.
Attn: Trisha Williams
P.O. Box 2480
Lady Lake, FL 32158

Reference: Sunny Hill Community, Washington County

HMM PROJ NO # 264081
Invoice No. 115800

FOR PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 24, 2010

Task Description	Fee Amount	% Complete	Total Prior Invoice(s)	Total Invoiced This Month	Total Invoiced To-Date
Task 1 Evaluation of Potable Water Storage Capacity	\$5,620.00	80.00%	\$1,730.96	\$2,785.04	\$4,496.00
Grand Totals	\$5,620.00		\$1,730.96	\$2,785.04	\$4,496.00

Total Amount Invoiced To Date	\$4,496.00
Previous Fee Billing	\$1,730.96
Total Amount Due	\$2,765.04

PAYMENT REMITTANCE ADDRESS ONLY:

Hatch Mott MacDonald
WS10344 P.O. Box 7777
Philadelphia, PA 19175-0344

AW 10-18-10
19029
(6471)1005-105030

33100568004
Sunny Hills
Storage Tank Replacement
wcc 11/2/10

ENTERED NOV 04 2010



**Hatch Mott
 MacDonald**

Hatch Mott MacDonald
 5111 North 12th Ave
 Pensacola, FL 32504
 T 850.484.6011 www.hatchmott.com

AAC000035 E80000155 L800006783

033 04086 36

October 21, 2010

RECEIVED

OCT 27 2010

Aqua Utilities Florida Inc.
 Attn: Trisha Williams
 P.O. Box 2480
 Lady Lake, FL 32158

Aqua Utilities
 Florida Inc.

Reference: Sunny Hill Community, Washington County

HMM PROJ NO # 264061
 Invoice No. 116661

FOR PROFESSIONAL SERVICES RENDERED THROUGH OCTOBER 15, 2010

Task Description	Fee Amount	% Complete	Total Prior Invoice(s)	Total Invoiced This Month	Total Invoiced To-Date
Task 1 Evaluation of Potable Water Storage Capacity	\$5,620.00	85.00%	\$4,496.00	\$281.00	\$4,777.00
Grand Totals	\$5,620.00		\$4,496.00	\$281.00	\$4,777.00

Total Amount Invoiced To Date \$4,777.00
 Previous Fee Billing \$4,496.00
 Total Amount Due \$281.00

PAYMENT REMITTANCE ADDRESS ONLY:

Hatch Mott MacDonald
 W510344 P.O. Box 7777
 Philadelphia, PA 19175-0344

ENTERED NOV 18 2010

wcc
 11/17/10

19029
 (6471) 1005-
 105030

Sunny Hills
 Storage Tank Replacements

33 1005 68004
 11-5-10

gnw

11/16/10

pm
 11/17/10

BID FORM
Sunny Hills Ground Storage Tank
Sunny Hills, Washington County, Florida

Bid of I-C Contractors, Inc.

(Name)

228 E. 34th ST. Panama City, FL 32405

(Address)

An individual; a partnership, a corporation (delete titles not applicable) registered in the State of Florida for Contract Related to the **Sunny Hills Ground Storage Tank** as indicated in the Specifications listed herein, for the Aqua Florida, Inc.

1. Having carefully examined the Specifications, having visited the site of proposed work, and being familiar with the various conditions affecting the proposed work, the undersigned offers to perform the work specified for the prices quoted.

Schedule of Prices

<u>Item No.</u>	<u>Description of Work</u>	<u>Unit of Measure</u>	<u>Total Cost</u>
1	Base Bid	LS	\$ 53,262.00
2	150,000 Gallon Aquastore Ground Storage Tank	LS	\$177,814
Total			\$ 231,076.00

BID IN WORDS Two hundred thirty one thousand seventy six dollars no cents***

Note: Any costs associated with administration, mark-up, or coordination with Aquastore Tank Subcontractor shall be included in Base Bid. Also see Section 1000 "Measurement and Payment".

NOTICE OF AWARD

Dated September 14, 2011

TO: I-C Contractors, Inc.

ADDRESS: 228 E. 34th Street, Panama City, FL 32405

OWNER'S PROJECT No. 264061CE06

PROJECT Sunny Hills Ground Storage Tank

You are notified that your Bid dated Sept. 7, 2011 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for the **Installation and Erection of the Sunny Hills Ground Storage Tank, with associated site work and piping.**

The Contract Price for this contract is Two hundred thirty-one thousand, seventy six and 00/100 dollars (\$231,076.00).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by September 29, 2011.

1. You must deliver to the OWNER two executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover page.
2. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

AQUA Utilities Florida, Inc.
(OWNER)
By: Patricia Williams 10/4/11
(Authorizing Signature)
Patricia Williams, Utility Engineer
(Typed name and title)

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

AQUA Utilities Florida, INC.

(OWNER)

By: Patricia Williams, Utility Engineer

(Authorizing Signature)

Patricia Williams 10/4/11

(Typed name and title)

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between Aqua Utilities Florida, Inc. (hereinafter called OWNER)

And I-C Contractors, Inc. (hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. This work is generally described as follows:

Installation and Erection of the Sunny Hills Ground Storage Tank and associated site piping, valves, etc.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Installation and Erection of the Sunny Hills Ground Storage Tank, with associated site work and piping.

ARTICLE 3 – ENGINEER

3.01 The Project will be administered by: **Hatch Mott MacDonald
120 Richard Jackson Blvd., Suite 180
Panama City Beach, FL 32407**

Who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided through paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay owner \$ 500 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

- A. For all Work, at the prices stated in CONTRACTOR's Bid Form, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during the performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of the Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 90 % of Work completed (with the balance being retainage). If the Work has been 50 % completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 % of the Work completed less the aggregate of payments previously made; and
 - b. 90 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage)
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less the ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes the responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents

- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive);
 - 2. Performance Bond
 - 3. Payment Bond
 - 4. General Conditions (pages 1 to 44, inclusive);
 - 5. Supplementary Conditions (pages 1 to 6, inclusive);
 - 6. Scope of Work;
 - 7. Specifications attached hereto and as provided on the Drawings;
 - 8. Drawings consisting of 9 sheets, with each sheet bearing the following general title:

Aqua Utilities New Ground Storage Tank
 - 9. Addenda (NOT USED);
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR'S Bid (BF-1 thru BF-6);
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s)

- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above)
- C. There are no Contract Documents other than those listed above in this Article 9
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on 9/14/2011 (which is the Effective Date of the Agreement)

OWNER:

CONTRACTOR:

Aqua Utilities Florida, Inc.

I-C Contractors, Inc.

By: Patricia Williams

By: Albert E. Hathaway

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest [Signature]

Attest Blaise H. Chapman

Address for giving notices:

Address for giving notices:

510 Hwy 466 Suite 504
Lady Lake FL 32159

228 E. 34th St.
Panama City, FL 32405

License No. CGC037697
(Where Applicable)

Agent for service of process: _____

Designated Representative:

Designated Representative:

Name: PATRICIA Williams

Name: Albert E. Hathaway

Title: Utility Eng

Title: President

Address: 510 Hwy 466 504
LADY LAKE FL 32159

Address: 228 E. 34th St.
Panama City, FL 32405

Phone: 352-266-0608

Phone: (850) 769-1550

Facsimile: 352-674-2862

Facsimile: (850) 784-2451



Florida Department of
Environmental Protection
Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

August 18, 2011

Herschel T. Vinyard Jr.
Secretary

In the Matter of an
Application for Permit by:

Aqua Utilities of Florida, Inc.
Judy Wallingford, Interim President & COO
P.O. Box 2480
Lady Lake, FL 32158-2480
jewallingford@aquaaamerica.com

Project: Peace River Heights WTP Modification
Permit No. 0290047-002-WC/MC
Peace River Heights WTP, PWS No. 625-1954
Hardee County

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number 0290047-002-WC/MC to construct public water system components, issued pursuant to Section(s) 403.087(1), Florida Statutes (F.S.).

A person whose substantial interests are affected by this permit may petition for an administrative proceeding (hearing) in accordance with Section 120.57, F.S. The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, within 14 days of receipt of this Permit. Petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under Section 120.57, F.S.

The Petition shall contain the following information;

- (a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department Permit File Number and the county in which the project is proposed;
- (b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department's action or proposed action;
- (d) A statement of the material facts disputed by Petitioner, if any;
- (e) A statement of facts which petitioner contends warrant reversal or modification of the Department's action or proposed action;
- (f) A statement of which rules or statutes petitioner contends require reversal or modification of the Department's action or proposed action; and
- (g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Department's action or proposed action.

PERMITTEE: Aqua Utilities Florida, Inc.
PROJECT: Peace River Heights WTP Modification

PERMIT No. 0290047-002-WC/MC

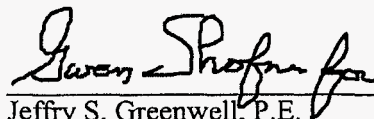
If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this permit. Persons whose substantial interests will be affected by any decision of the Department with regard to the application have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 14 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, F.S., and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-5.207, F.A.C.

This permit is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above paragraphs or unless a request for extension of time in which to file a petition is filed within the time specified for filing a petition and conforms to Rule 62-103.070, F.A.C. Upon timely filing of a petition or a request for an extension of time this permit will not be effective until further Order of the Department.

When the Order (Permit) is final, any party to the Order has the right to seek judicial review of the Order pursuant to Section 120.68, F.S., by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date the Final Order is filed with the Clerk of the Department.

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION
DRINKING WATER PROGRAM



Jeffrey S. Greenwell, P.E.
Water Facilities Administrator
Southwest District

JSG/ra

PERMITTEE: Aqua Utilities Florida, Inc.
PROJECT: Peace River Heights WTP Modification

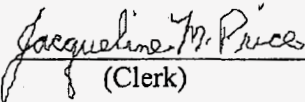
PERMIT No. 0290047-002-WC/MC

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT and all copies were mailed before the close of business on August 18, 2011 to the listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to §120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

 8/18/11
(Clerk) (Date)

Enclosure

cc: Patricia Williams, Aqua Utilities of Florida, Inc., prwilliams@aquaamerica.com
Robert A. Ern, Jr., P.E., Booth, Ern, Straughan & Hiott, Inc., rem@besandh.com
Gerald Foster, Environmental Manager, FDEP-SWD, gerald.foster@dep.state.fl.us



Florida Department of
Environmental Protection
Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

PERMITTEE

Aqua Utilities of Florida, Inc.
P.O. Box 2480
Lady Lake, FL 32158-2480

Attn: Judy E. Wallingford
Interim President & COO

PERMIT/CERTIFICATION

PWS ID Number: 625-1954
Permit Number: 0290047-002-WC/MC
Date of Issue: August 18, 2011
Expiration Date: August 17, 2016
County: Hardee
Lat/Long:
Sect/Town/Range: N/A
Project: Peace River Heights WTP Modification

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Rule(s) 62-555. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans; and other documents, attached hereto or on file with the department and made a part hereof and specifically described as follows:

Construction of a new radium removal treatment system. The treatment system piping will be configured so that approximately 50% of the flow will be routed through the radium removal system, while the remaining 50% will bypass the treatment system. The treated water stream and the bypass stream will be blended upstream of the hydropneumatic storage tank. The construction is to be in accordance with engineering drawings and related documents prepared by Robert A. Ern, P.E, [Booth, Ern, Straughan & Hiott, Inc] and will include the following:

Installation of non-regenerable ion exchange radium removal system as manufactured by Water Remediation Technology, LLC (WRT);

Replacement of the existing well pump with a new 7.5 hp submersible pump discharging 90 GPM @ approximately 215 ft of TDH to accommodate the increase in total system head loss caused by addition of the WRT system;

Modifying the yard piping to accommodate the WRT system and bypass flows; and

Associated piping and appurtenances.

Location: On Chamberlain Boulevard, Wauchula, in Hardee County, Florida.

Specific Conditions

1. All construction must be in accordance with this permit. Before commencing work on project changes for which a construction permit modification is required per 62-555.536(1), the permittee shall submit to the Department a written request for a permit modification.

PERMITTEE: Aqua Utilities of Florida, Inc.
PROJECT: Peace River Heights WTP Modification

PERMIT No.: 0290047-002-WC/MC

Each such request shall be accompanied by one copy of a revised construction permit application, the proper processing fee and one copy of either a revised preliminary design report or revised drawings, specifications and design data. [F.A.C. Rule 62-555.536]

2. Permitted construction or alteration of public water supply systems must be supervised during construction by a professional engineer registered in the State of Florida if the project was designed under the responsible charge of a professional engineer licensed in the State of Florida. The permittee must retain the service of a professional engineer registered in the State of Florida to observe that construction of the project is in accordance with the engineering plans and specifications as submitted in support of the application for this permit. [F.A.C. Rule 62-555.520(3)]
3. Permitted construction or alteration of a public water system may not be placed into service until a letter of clearance has been issued by this Department. [F.A.C. Rule 62-555.345]
4. A letter of clearance may be issued once the following items have been submitted:
 - a. Complete and fully executed form "Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation", DEP Form 62-555.900(9) effective August 28, 2003 [F.A.C. Rule 62-555.345(1)];
 - b. The portion of record drawings showing deviations from DEP construction permit, including the approved preliminary design report or drawings and specifications, if there are any deviations from said permit. (Note that it is necessary to submit a copy of only the portion of record drawings showing deviations and not a complete set of record drawings) [F.A.C. Rule 62-555.345(1)(a)];
 - c. Copy of satisfactory bacteriological well survey verifying that proper disinfection of the well, in which new pumping equipment has been installed, was conducted in accordance with 62-555.315(6) and the American Water Works Association (AWWA) Standard C654 as follows:
 - i. After pumping the well to waste for at least 15 minutes to remove all chlorine residual, a total of at least two samples – each taken on a separate day and taken at least six hours apart from the other sample(s) – shall be collected, and the samples shall be analyzed for the presence of total residual chlorine and total coliform.
 - ii. If any sample shows the presence of free or combined chlorine, the sample shall be considered invalid. If any sample shows the presence of total coliform, the well shall be re-disinfected as necessary in accordance with paragraph (a) above and resampled in accordance with subparagraph 1. above until two consecutive samples show the absence of total coliform.

[F.A.C. Rule 62-555.315]

PERMITTEE: Aqua Utilities of Florida, Inc.
PROJECT: Peace River Heights WTP Modification

PERMIT No.: 0290047-002-WC/MC

- d. Copies of satisfactory bacteriological analyses verifying that proper disinfection of the new yard piping was conducted in accordance with 62-555.340(2)(a) through (c) and the American Water Works Association (AWWA) Standard C653-97 as follows:
 - i. After reducing the total chlorine residual in the yard piping to no more than four milligrams per liter, a total of at least two samples – each taken on a separate day and taken at least six hours apart from the other sample - shall be collected at each of the locations indicated in the applicable AWWA standard, and the samples shall be analyzed for total residual chlorine and for the presence of total coliform;
 - ii. Samples shall be taken from the following location: the connection point to the existing hydropneumatic tank, on two consecutive days, for a minimum of two samples;
 - iii. If any sample contains more than four milligrams per liter of total chlorine, the sample shall be considered invalid. If any sample shows the presence of total coliform, the water mains shall be redisinfecting and resampled until two consecutive samples at each sampling location show the absence of total coliform;

[F.A.C. Rule 62-555.340]

- e. Copy of a satisfactory pressure test of the process piping performed in accordance with AWWA Standards. [F.A.C. Rule 62-555.320(21)(a)(1)]
5. The facility has been classified as a Category III, Class C water treatment plant. Accordingly, the lead or chief operator must be Class C or higher. Proof of staffing by a Class C or higher operator for 5 visits per week and one weekend visit, for a total of 1.8 hours per week, must be provided.
6. The permittee must instruct the engineer of record to request system clearance from the Department within sixty (60) days of completion of construction, testing and disinfecting the system. Bacteriological test results shall be considered unacceptable if the test were completed more than 60 days before the Department received the results. [F.A.C. Rule 62-555.340(2)(c)]
7. The permittee must ensure that all components that will be installed under this project and that will come into contact with drinking water or drinking water treatment chemicals conform to one of the following:
 - a. NSF International Standard 61 as adopted in Rule 62-555.335, F.A.C.;
 - b. NSF International Standard 42, 44, 53, 55, 58, or 62 as adopted in Rule 62-555.335, F.A.C.;
 - c. Section 6 of NSF International Standard 14 as adopted in Rule 62-555.335, F.A.C.;

PERMITTEE: Aqua Utilities of Florida, Inc.
PROJECT: Peace River Heights WTP Modification

PERMIT No.: 0290047-002-WC/MC

d. The Food and Drug Administration's regulations for indirect food additives as contained in the April 1, 2002, revision of 121 CFR Parts 174 through 189.

[F.A.C. Rule 62-555.320(3)(b)]

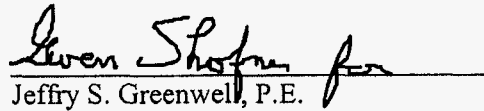
8. The permittee must provide responsible operation personnel in accordance with the Chapters 62-602 and 62-699, F.A.C.
9. Compliance monitoring shall be in accordance with F.A.C. Rule 62-550.
10. The supplier of water shall operate and maintain the public water system so as to comply with applicable standards in F.A.C. Rule 62-550 and 62-555.350.
11. Reclaimed water land application areas must not be located within the setback distance from potable water supply wells established in Chapter 62-610, F.A.C.
12. Setback distances between potable water wells and sanitary hazards shall be in accordance with 62-555.312 F.A.C.
13. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoe remains, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at 850.245.6333 or 800.847.7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources and the permitting agency. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.
14. The permittee shall be aware of and operate under the attached "Applicable Conditions." Applicable conditions are binding upon the permittee and enforceable pursuant to Chapter 403, *Florida Statutes*. [F.A.C. Rule 62-555.533(1)]
15. This document satisfies Drinking Water permitting requirements only and does not authorize construction or operation of this facility prior to obtaining all other permits required by local, State and Federal agencies.
16. If unanticipated delays will cause project completion to extend beyond the expiration date of this permit, the permittee shall submit to the Department a request to extend the expiration date of this permit including the appropriate processing fee. This request shall specify the reasons for the delay and shall be submitted to the Department for approval prior to the expiration date of this permit. Note that no specific construction permit shall be extended so as to remain in effect longer than five years. [F.A.C. Rule 62-555.536(4)]

PERMITTEE: Aqua Utilities of Florida, Inc.
PROJECT: Peace River Heights WTP Modification

PERMIT No.: 0290047-002-WC/MC

17. The new or altered, aboveground piping at the drinking water treatment plant shall be color coded and labeled as recommended in Section 2.14 of "Recommended Standards for Water Works, 1997 Edition". [F.A.C. Rule 62-555.320(10)]
18. Persons proposing to transfer this permit prior to the project being approved or cleared by the Department for placement into permanent operation shall complete DEP Form 62-555.900(8) effective August 28, 2003 and submit to the Department along with the proper processing fee. [F.A.C. Rule 62-555.536]
19. The permittee shall provide an operation and maintenance manual for the new or altered treatment facilities to fulfill the requirements under subsection 62-555.350(13), F.A.C. The manual shall contain operation and control procedures, and preventative maintenance and repair procedures, for all plant equipment and shall be made available for reference at the plant or at a convenient location near the plant. Bound and indexed equipment manufacturer manuals shall be considered sufficient to meet the requirements of the subsection.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION
DRINKING WATER PROGRAM


Jeffrey S. Greenwell, P.E.
Water Facilities Administrator
Southwest District

JSG/ra

Applicable Permit Conditions.

(1) The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

(2) This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

(3) As provided in Subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in this permit.

(4) This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

(5) This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

(6) The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

(7) The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

- (a) Have access to and copy any records that must be kept under conditions of the permit;
 - (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit;
- and
- (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

(8) If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- (a) A description of and cause of noncompliance; and
- (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may

result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

(9) In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

(10) The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

(11) This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-730.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

(12) This permit or a copy thereof shall be kept at the work site of the permitted activity.

(13) This permit also constitutes:

- (a) Determination of Best Available Control Technology (BACT)
- (b) Determination of Prevention of Significant Deterioration (PSD)
- (c) Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
- (d) Compliance with New Source Performance Standards

(14) The permittee shall comply with the following:

(a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.

(b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

(c) Records of monitoring information shall include:

- 1. the date, exact place, and time of sampling or measurements;
- 2. the person responsible for performing the sampling or measurements;
- 3. the dates analyses were performed;
- 4. the person responsible for performing the analyses;
- 5. the analytical techniques or methods used;
- 6. the results of such analyses.

(15) When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

Transaction Listing

Docket No. 100330-WS

Peace River Heights

AC290 Date: 10/19/11
Time: 13:18

JOB SUBMISSION PARAMETERS

Exhibit PL-12, Page 000011 of 000035

User Name: crewsw
Job Name : AC290
Step Nbr : 1

Activity

Activity Group List:
or Activity Group:
or Activities: 33102160754

or Activity List:
Transaction Level Type: B Both

Account Category Group:
or Account Cat Type: C Cost
or Summary Account Category:
or Account Category:
Other Options

System:
Source Code:
Posting Date Range:
Reference:
Control Number:
Activity Status:
Activity Group Status:
Output Options

Attribute Information: N
Summarize Report: N No Page Break: N None
Report Currency: B Base Report Style: Standard

Sort: A Level 1 Level 2 Level 3
Print and Subtotal: 3 Actvy Grp Activity Acct Cat
Attributes: Level 1-3

Processing Activity Transaction Detail

Transaction Listing

Docket No. 100330-WS

Peace River Heights

AC290 Date 10/19/11
Time 13:18

Transaction Listing
Activities: 33102160754

Exhibit PL-12, Page 00032 of 000035

Account Category Type: Cost

PostDate	Sy	Co	Account	Reference	Description	Amount	Curr	Units
Activity Group : 505 Chlorination Enhancements(TPB) USD Activity : 33102160754 Radiologicals - Peace River USD 00505-33102151-000033102160754 Attributes :								
Account Category : 110 CWIP - Payroll								
07/31/10	GL	33	1021	105020-0000	July 2010 CWIP Payroll Allocat	68.38	USD	0.00
08/31/10	GL	33	1021	105020-0000	Aug 2010 CWIP Payroll Allocati	16.33	USD	0.00
09/19/10	PR	33	1021	105020-0000 PR198	Summarized transaction	187.24	USD	12.00
09/19/10	PR	33	1021	105029-0000 PR198	Expense accrual	46.81	USD	2.00
09/30/10	GL	33	1021	105020-0000	Sept 2010 CWIP Payroll Allocat	101.19	USD	0.00
10/31/10	GL	33	1021	105020-0000	Oct 2010 CWIP Payroll Allocati	25.57	USD	0.00
05/31/11	GL	33	1021	105020-0000	May 2011 CWIP Payroll Allocati	50.96	USD	0.00
06/30/11	GL	33	1021	105020-0000	June 2011 CWIP Payroll Allocat	263.64	USD	0.00
08/31/11	GL	33	1021	105020-0000	Aug 2011 CWIP Payroll Allocati	376.32	USD	0.00
09/30/11	GL	33	1021	105020-0000	Sept 2011 CWIP Payroll Allocat	765.18	USD	0.00
Acct Category Totals: 110						1,901.62		14.00
Account Category : 120 CWIP - Accounts Payable								
07/31/10	AP	33	1021	105030-0000	37263WATER REMEDIATION TEC	2,500.00	USD	0.00
07/31/10	GL	33	1021	105030-0000	Rcls Peace Analytical Inv#1035	270.00	USD	0.00
07/31/10	GL	33	1021	105030-0000	July 2010 Indirect Transp All	10.75	USD	0.00
08/31/10	AP	33	1021	105030-0000	22479Pace Analytical Servi	1,050.00	USD	0.00
08/31/10	GL	33	1021	105030-0000	Aug 2010 Indirect Transp Allo	2.22	USD	0.00
09/30/10	AP	33	1021	105030-0000	22479Pace Analytical Servi	720.00	USD	0.00
09/30/10	AP	33	1021	105030-0000	28341PARALEE COMPANY, INC.	3,047.51	USD	0.00
09/30/10	AP	33	1021	105030-0000	34890PATRICIA WILLIAMS	225.60	USD	0.00
09/30/10	GL	33	1021	105030-0000	Sept 10 Direct Transport. Allo	42.63	USD	0.00
09/30/10	GL	33	1021	105030-0000	Sept 2010 Indirect Transp All	18.43	USD	0.00
10/31/10	AP	33	1021	105030-0000	22479Pace Analytical Servi	720.00	USD	0.00
10/31/10	GL	33	1021	105030-0000	Oct 2010 Indirect Transp Allo	2.86	USD	0.00
04/30/11	GL	33	1021	105030-0000	(Apr) PRECISION ENGINEERING SO	87.50	USD	0.00
05/01/11	GL	33	1021	105030-0000	(Apr) PRECISION ENGINEERING SO	87.50	USD	0.00
05/31/11	AP	33	1021	105030-0000	38651PRECISION ENGINEERING	87.50	USD	0.00
05/31/11	AP	33	1021	105030-0000	22479PACE ANALYTICAL SERVI	720.00	USD	0.00
05/31/11	GL	33	1021	105030-0000	May 2011 Indirect Transp Allo	6.50	USD	0.00
06/30/11	AP	33	1021	105030-0000	22462Florida Department of	1,000.00	USD	0.00
06/30/11	AP	33	1021	105030-0000	39729CHASTAIN-SKILLMAN INC	2,500.00	USD	0.00
06/30/11	AP	33	1021	105030-0000	36904BOOTH, ERN, STRAUGHAN	1,325.00	USD	0.00
06/30/11	GL	33	1021	105030-0000	June 2011 Indirect Transp All	62.57	USD	0.00
08/31/11	AP	33	1021	105030-0000	36904BOOTH, ERN, STRAUGHAN	4,945.00	USD	0.00
08/31/11	AP	33	1021	105030-0000	22479PACE ANALYTICAL SERVI	720.00	USD	0.00

Transaction Listing

Docket No. 100330-WS

Peace River Heights

AC290 Date 10/19/11
Time 13:18

Transaction Listing
Activities: 33102160754

Exhibit PL-12, Page 000035 of 000035

Account Category Type: Cost

PostDate	Sy	Co	Account	Reference	Description	Amount	Curr	Units

Activity Group	:	505	Chlorination Enhancements (TPB)	USD				
Activity	:	33102160754	Radiologicals - Peace River	USD	00505-33102151-000033102160754			
Attributes	:							

Account Category	:	120	CWIP - Accounts Payable					
08/31/11	AP	33	1021	105030-0000	36904BOOTH, ERN, STRAUGHAN	1,283.93	USD	0.00
08/31/11	GL	33	1021	105030-0000	Aug 2011 Indirect Transp Allo	102.17	USD	0.00
09/30/11	AP	33	1021	105030-0000	AP175 Summarized transaction	5,742.83	USD	0.00
09/30/11	AP	33	1021	105030-0000	37263WATER REMEDIATION TEC	12,727.50	USD	0.00
09/30/11	GL	33	1021	105030-0000	Sept 2011 Indirect Transp All	139.44	USD	0.00
Acct Category Totals: 120						39,972.44		

Account Category	:	160	CWIP - Payroll Overhead					
07/31/10	GL	33	1021	105070-0000	PAAM Credits July 2010	33.51	USD	0.00
08/31/10	GL	33	1021	105070-0000	PAAM Credits August 2010	8.00	USD	0.00
09/30/10	GL	33	1015	105070-0000	Capital Bonus Sept 2010	8.26	USD	0.00
09/30/10	GL	33	1021	105070-0000	PAAM Credits September 2010	164.30	USD	0.00
10/31/10	GL	33	1021	105070-0000	PAAM Credits October 2010	12.53	USD	0.00
05/31/11	GL	33	1021	105070-0000	PAAM Credits May 2011	23.16	USD	0.00
06/30/11	GL	33	1021	105070-0000	PAAM Credits June 2011	119.80	USD	0.00
08/31/11	GL	33	1015	105070-0000	Cor AU 9/10:Capital Bonus Sept	8.26	USD	0.00
08/31/11	GL	33	1021	105070-0000	Cor AU 9/10:Capital Bonus Sept	8.26	USD	0.00
08/31/11	GL	33	1021	105070-0000	PAAM Credits Aug 2011	171.00	USD	0.00
09/30/11	GL	33	1021	105070-0000	PAAM Credits Sept 2011	347.70	USD	0.00
Acct Category Totals: 160						888.26		

Activity Totals	:	33102160754	Radiologicals - Peace River			42,762.32		14.00
Activity Grp Totals : 505						42,762.32		14.00
Report Totals :						42,762.32		14.00



WRT PORTABLE EXCHANGE SYSTEM SALES AGREEMENT

This Agreement is made as of Aug / 23/2011, between Water Remediation Technology, LLC (the "Seller"), and the "Buyer". The Buyer is

(Name) Aqua Utilities Florida, Inc.

(Address) PO Box 2480

(City) Lady Lake (State) FL (Zip Code) 32158-2480

(Contact) Tricia Williams (Phone) (352) 266-0608

A. SALE

1. Seller hereby agrees to sell to Buyer and Buyer agrees to purchase from Seller one WRT Portable Exchange System ("PES"), as follows:

<u>Water Source</u>	Contaminant to be treated (check one):
System Flow Rate:	<input checked="" type="checkbox"/> Radium
45 Gallons per Minute	<input type="checkbox"/> Uranium
	<input type="checkbox"/> Other (specify) _____
<u>PES</u> Model # AUF-WRTSTD-R3.6x45-9101, as shown on attached drawing	
<u>1</u> Central Manifold Base Kit	<u>15</u> WRT Portable Media Vessels

2. Subject to Section E., below, Seller agrees, as part of this sale, to remove all WRT Portable Media Vessels from Buyer's premises within 90 days of receipt of written notice that such WRT Portable Media Vessels are available to be collected. Notice shall be given to: Water Remediation Technology, LLC, 9500 W. 49th Avenue, Suite D100, Wheat Ridge, Colorado 80033, Attention: PES Coordinator.
3. Seller agrees that, in connection with removing WRT Portable Media Vessels, it will, within 90 days of Buyer's submittal of a WRT Portable Media Vessel Replacement Agreement substantially in this form, provide WRT Portable Media Vessel Replacement Service, at the Seller's then established price for WRT Portable Media Vessel Replacement Service, plus any applicable taxes. WRT Portable Media Vessel Replacement Service includes: disconnection of the used WRT Portable Media Vessels from the PES; installation of replacement WRT Portable Media Vessels; and removal from the Buyer's premises all used WRT Portable Media Vessels.
4. Should Buyer notify Seller of an emergency need to either disconnect the used WRT Portable Media Vessels from the PES; install a replacement WRT Portable Media Vessels; or remove from the Buyer's premises all used WRT Portable Media Vessels in less than 90 days, Seller shall use all commercially reasonable efforts to effect such a request and all reasonable costs of Seller incurred in excess of Seller's normal costs shall be added to the price for WRT Portable Media Vessel Replacement Service and shall be charged to Buyer.

Water Remediation Technology, LLC

9500 W. 49th Avenue, Suite D100, Wheat Ridge, Colorado 80033 • ph 303.424.5355 • fx 303.425.7497



B. PRICE and PAYMENT

1. The price of the PES subject to this Agreement is \$ 50,910.00 , plus any applicable taxes.
2. Seller shall invoice the Buyer the purchase price as follows:
 - a. 25% upon execution of this Agreement;
 - b. 50% when the PES is ready for shipping; and
 - c. 25% plus shipping cost upon delivery.
3. Payment of invoices is due in full within 30 days of the date of the invoice.
4. Any amounts not paid when due will be subject to a finance charge of 1½% per month.

C. DELIVERY

1. The PES purchased pursuant to this Agreement will be shipped to the Buyer within ~~10~~ ^{ten (10)} weeks of the execution of the Agreement. Seller will notify the Buyer when the PES is ready for shipping. R.O.
2. The PES purchased pursuant to this Agreement will be shipped to the following address:

Chamberlain Blvd
Wauhatchee Fl 33873

3. Seller will arrange for shipping and will invoice the Buyer for the amount of Seller's shipping cost.
4. All WRT Portable Media Vessels ordered herein shall be disconnected, replaced and disposed of by Seller in accordance with Section A.2 through A.4.

D. SIZING, INSTALLATION, OPERATION, PERMITTING and MAINTENANCE

1. Seller will recommend the size of the PES sold pursuant to this Agreement, based solely on information concerning input water quality and proposed rates of flow provided to Seller by the Buyer. Seller shall have no responsibility for the effect of any changes or differences in the water quality or rate of flow.
2. Buyer will have sole responsibility for the installation of the PES purchased pursuant to this Agreement.
3. Buyer will have sole responsibility for the testing and operation of the PES purchased pursuant to this Agreement, including testing for constituents in water that will be or has been run through the PES. Such testing includes any water test conducted in accordance with United States Environmental Protection Agency and applicable state standards by a laboratory, to determine whether the level of the constituent indicated in Section A.1., above, complies with the Maximum Contaminant Level for that constituent after the water has passed through the PES.
4. Buyer will have sole responsibility for any required licensing or permitting required for the installation and operation of the PES purchased pursuant to this Agreement. Seller can provide assistance with permitting and licensing, but only in accordance with a separate written agreement executed by the parties.
5. Buyer will have sole responsibility for all maintenance of the PES purchased pursuant to this Agreement. Seller can provide maintenance services for the PES purchased pursuant to this Agreement, but only in accordance with a separate written agreement executed by the parties.

E. DISPOSAL

1. Seller shall dispose of all WRT Portable Media Vessels removed from the Buyer's premises pursuant to Sections A.2. through A.4. of this agreement in compliance with federal, state and local laws.

Water Remediation Technology, LLC

9500 W. 49th Avenue, Suite D100, Wheat Ridge, Colorado 80033 • ph 303.424.5355 • fx 303.425.7497



2. Seller shall have no responsibility to remove from the Buyer's premises or otherwise dispose of any WRT Portable Media Vessel (or any contents of such a Vessel), which has been opened or emptied in any way.
3. Seller shall have no responsibility to remove from the Buyer's premises or otherwise dispose of the contents from any WRT Portable Media Vessel if such contents have been removed from a WRT Portable Media Vessel.
4. Seller shall bear no responsibility for the disposal of any WRT Portable Media Vessel or its contents except for such vessels it removes from the Buyer's premises pursuant to Sections A. 2. and A. 4. of this agreement.

F. TERMS AND CONDITIONS

1. **Water Quality and Physical Conditions.** Buyer is solely responsible for the effects of any chemical, compound, contaminant, element, sand, grit, oil, material, sediment or other substance in the water to be run through the PES. Buyer is also solely responsible for any harmful physical conditions inherent in its Water System that could damage or interfere in the operation of the PES, including, but not limited to, water hammer.
2. **Limited Warranty.** Seller warrants the PES sold to the Buyer to be free of defects in materials and workmanship for a period of one year after the PES is delivered to Buyer. In the event of any such defect in the PES during the warranty period, Seller will provide all parts and labor necessary to correct such defect.
3. **Disclaimer Of Implied Warranties; Limitation Of Remedies.** THE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVIDED HEREIN SHALL BE THE PARTS AND LABOR AS PROVIDED IN THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF ANY WARRANTIES WITH RESPECT TO THE PES PURCHASED PURSUANT TO THIS AGREEMENT.
4. **Waiver of and Indemnification for Claims.** BUYER HEREBY AGREES TO WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH IT OR THIRD PARTIES MAY HAVE OR WHICH MAY HEREAFTER ACCRUE AS A RESULT OF THE PRESENCE OF RADIOACTIVE OR HARMFUL MATERIALS IN WATER IT PRODUCES OR AS A RESULT OF ITS USE OF ONE OR MORE PES.
5. **Non-Reliance on Written or Oral Statements.** Buyer has relied on its own investigation about the qualities and performance of the PES purchased pursuant to this Agreement and has not relied upon the written or oral statements of Seller or its representatives in entering into this Agreement. BUYER SPECIFICALLY WAIVES ANY CLAIMS IT MIGHT HAVE AGAINST THE SELLER FOR NEGLIGENCE IN MAKING REPRESENTATIONS ABOUT THE QUALITIES, BENEFITS AND PERFORMANCE OF A PES.
6. **Only Agreement.** This is the only Agreement between the Buyer and Seller relating to the PES purchased pursuant to this Agreement, and no oral or other statements, not contained herein, shall be binding on either the Buyer or the Seller.
7. **Modification.** The terms of this Agreement may not be modified, except in a writing signed by the party to be bound.
8. **Arbitration.** Any disputes arising in any way in connection with this Agreement or the products sold by the Seller shall be resolved by binding arbitration under the Colorado Uniform Arbitration Act (C.R.S. § 13-22-201 et seq.) (the "Act"). The parties agree that the District Court of Jefferson County, Colorado shall have jurisdiction over them for the purposes of applying the provisions of the Act. All arbitration proceedings shall take place within the greater metropolitan area of Denver, Colorado. Buyer will reimburse Seller for all attorney's fees incurred by Seller in any arbitration (for collection or otherwise) in which Seller prevails.

Water Remediation Technology, LLC

9500 W. 49th Avenue, Suite D100, Wheat Ridge, Colorado 80033 • ph 303.424.5355 • fx 303.425.7497



9. **Governing Law.** This Agreement and any disputes or claims arising from it shall be governed by and construed according to the laws of the State of Colorado.

BUYER Aqua Utilities Florida
BY: [Signature]
ITS: President
DATE: August 23, 2011

WATER REMEDIATION TECHNOLOGY, LLC
BY: [Signature]
ITS: VP Sales + Marketing
DATE: 8/26/11

Water Remediation Technology, LLC

9500 W. 49th Avenue, Suite D100, Wheat Ridge, Colorado 80033 • ph 303.424.5355 • fx 303.425.7487

033-04477-45475

Invoice

Ern, Straughan, Hlott
Engineers Surveyors Land Planners
360 North Sinclair Avenue #36904
Tavares, Florida 32778

116425
P.O. 1242
Rev 2076

RECEIVED

July 15, 2011
Project No: 091009.0021
Invoice No: 0063369

JUL 18 2011

Aqua Utilities
Florida Inc.

Aqua Utilities of Florida, Inc.
Post Office Box 2480
Lady Lake FL 32158-2480

Project: 091009.0021 Peace River Heights WTP Radium Removal

Professional services from June 15, 2011 to July 5, 2011

Task: 001 WTP Design

Fee

Total Fee	3,750.00		
Percent Complete	100.00	Total Earned	3,750.00
		Previous Fee Billing	3,750.00
		Current Fee Billing	0.00
		Total Fee	0.00

Total this task \$0.00

Task: 002 WTP Permitting (FDEP & Hardee County)

Fee

Total Fee	2,500.00		
Percent Complete	75.00	Total Earned	1,875.00
		Previous Fee Billing	1,725.00
		Current Fee Billing	150.00
		Total Fee	150.00

Total this task \$150.00

Task: 003 Construction Bld Documents

Fee

Total Fee	1,600.00
-----------	----------

ENTERED AUG 22 2011

[Handwritten signature]
8/22/11

1283.93

Tel 352-343-8481 Fax 352-343-8485

Project: 091009.0021 Peace River Heights WTP Radium Removal Invoice No: 0063369

Percent Complete	60.00	Total Earned	900.00
		Previous Fee Billing	795.00
		Current Fee Billing	105.00
		Total Fee	105.00
			Total this task \$105.00

Task: 004 Construction Administration

Fee

Total Fee	2,775.00	Percent Complete	0.00
		Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
			Total this task \$0.00

Task: 005 Electrical Engineering Services
 Services provided by Bailey Engineering Consultants, Inc.

Billing Limits

	Current	Prior	To-date
Consultants	0.00	0.00	0.00
Limit			5,500.00
Remaining			5,500.00
			Total this task \$0.00

Task: 006 Architectural Services
 Services provided by Blaise, Fiebach & Associates, P.A.

Consultants

Other Consultants Expense			
7/5/11 BLAISE, FIEBACH & ASSOCIATES, INC.	Consultant billing		1,000.00
Total Consultants			1,000.00 1,000.00

Billing Limits

	Current	Prior	To-date
Consultants	1,000.00	0.00	1,000.00
Limit			7,900.00
Remaining			6,900.00
			Total this task \$1,000.00

Task: 999 Reimbursables

Project 091009.0021 Peace River Heights WTP Radium Removal Invoice No: 0063369

Reimbursable Expenses

Misc. Reimbursable Expenses

6/28/11 Postage	06/20/11 Copy of FDEP submittal Tricia	5.16	
6/30/11 FEDERAL EXPRESS CORPORATION	06/15/11 Gwen Shofener - DEP	23.77	
Total Reimbursables		28.93	28.93

Total this task \$28.93

Total this invoice \$1,283.93

Outstanding Invoices

Number	Date	Balance
0063321	6/30/11	4,945.00
Total		4,945.00

ALW
8-4-11

33-1021-105030

33 1021 60754



Invoice

**Booth, Ern, Straughan, Hiott
 Engineers Surveyors Land Planners
 350 North Sinclair Avenue
 Tavares, Florida 32778**


 033 04465 68

RECEIVED
 JUL 05 2011
 Aqua Utilities
 Florida Inc.

June 30, 2011
 Project No: 091009.0021
 Invoice No: 0063321

Aqua Utilities of Florida, Inc.
 Post Office Box 2480
 Lady Lake FL 32158-2480

Project: 091009.0021 Peace River Heights WTP Radium Removal

**36904*

Professional services from June 1, 2011 to June 21, 2011

Task	Description	Total Fee	Percent Complete	Total Earned	Previous Fee Billing	Current Fee Billing	Total Fee	
Task: 001	WTP Design	3,750.00	100.00	3,750.00	1,125.00	2,625.00	2,625.00	
							Total this task	\$2,625.00
Task: 002	WTP Permitting (FDEP & Hardee County)	2,500.00	69.00	1,725.00	125.00	1,600.00	1,600.00	
							Total this task	\$1,600.00
Task: 003	Construction Bid Documents	1,500.00						

ENTERED AUG 16 2011
4945.00

Project: 091009.0021 Peace River Heights WTP Radium Removal Invoice No: 0063321

Percent Complete	53.00	Total Earned	795.00
		Previous Fee Billing	75.00
		Current Fee Billing	720.00
		Total Fee	720.00
			Total this task \$720.00

Task: 004 Construction Administration

Fee

Total Fee	2,775.00	Total Earned	0.00
Percent Complete	0.00	Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
			Total this task \$0.00

Task: 005 Electrical Engineering Services
 Services provided by Bailey Engineering Consultants, Inc.

Billing Limits	Current	Prior	To-date
Consultants	0.00	0.00	0.00
Limit			5,500.00
Remaining			5,500.00
			Total this task \$0.00

Task: 006 Architectural Services
 Services provided by Blaise, Fiebach & Associates, P.A.

Billing Limits	Current	Prior	To-date
Consultants	0.00	0.00	0.00
Limit			7,900.00
Remaining			7,900.00
			Total this task \$0.00

Task: 999 Reimbursables

			Total this task \$0.00
			Total this invoice \$4,945.00

Project: 091009.0021

Peace River Heights WTP Radium Removal

Invoice No: 0063321

Outstanding Invoices

Number	Date	Balance
0063286	6/10/11	1,325.00
Total		1,325.00

BLO

7/8/11
33102160154

YRW
8/1/11



INVOICE

Docket No. 100330-WS
 Peace River Heights
 Exhibit PL-12, Page 000024 of 000035
 Pace Analytical Services, Inc.
 8 East Tower Circle
 Ormond Beach, FL 32174
 Phone: (386)672-5668

033 04465 04

RECEIVED

Sold To:
 Accounts Payable
 Aqua Utilities Florida
 P O Box 2480
 Lady Lake, FL 32158-2480
 (352) 674-2829

AUG - 1 2011
 Aqua Utilities
 Florida Inc.

22479

Invoice Number: 113532844
 Date: 07/26/2011
 Total Amount Due: \$720.00

New Remittance Address
 Please ensure that payments are now mailed to:
Pace Analytical Services, Inc.
 P.O. Box 684056
 Chicago, IL 60695-4056

35-000515 / AQUTFL		Sakina Mckenzie	Net 30 Days**	1
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Client Project: WRT Pilot Peace River A WTP
Pace Project No: 3533427
Report Sent To: Mr. David Haring, Aqua Utilities Florida
 Ms. Diane M. Kibitlewski, Aqua Utilities Florida
 Ms. Tricia Williams, Aqua Utilities Florida
Comments:

Client Name: Aqua Utilities Florida
Sample Received: 7/13/2011

Quantity Unit Description		Method	Matrix	Price	Total
3	Ea	Subbed work within PASI RAD	Drinking Water	\$240.00	\$720.00
Analytical Subtotal					\$720.00

Total Number of Charges 3 **Total Invoice Amount \$720.00**

Samples Received for analysis:

Lab ID	Client Sample ID	Received
3533427001	Feed	7/13/2011
3533427002	Column 2	7/13/2011
3533427003	Column 4 Disch	7/13/2011

*1021
105030*

If you have any questions or to pay by credit card, please contact Sakina Mckenzie at Pace.
 Phone: (386)672-5668 Email: sakina.mckenzie@pacelabs.com

33102160754
ENTERED AUG 16 2011

****1.5% MONTHLY FINANCE CHARGE ASSESSED AFTER 30 DAYS OR TERMS OF CONTRACT.**
PLEASE REFERENCE THE INVOICE NUMBER ON ALL REMITTANCE ADVICE.

Page 1 of 1

AN EQUAL OPPORTUNITY EMPLOYER

Please complete and return copy of invoice with your payment.

INVOICE TOTAL \$720.00

Amount Paid: \$ _____

Check No: _____

Customer No: 35-000515 Invoice No: 113532844

Blk
8/1/11
YRW
8/4/11

Invoice

**Booth, Ern, Straughan, Hlott
 Engineers Surveyors Land Planners
 350 North Sinclair Avenue
 Tavares, Florida 32778**

RECEIVED

August 15, 2011
 Project No: 091009.0021
 Invoice No: 0063459

Aqua Utilities of Florida, Inc.
 Post Office Box 2480
 Lady Lake FL 32158-2480

AUG 17 2011

Aqua Utilities
 Florida Inc.

Project: 091009.0021 Peace River Heights WTP Radium Removal

RECEIVED

Professional services from July 20, 2011 to August 2, 2011

RECEIVED

Task: 001 WTP Design

AUG 17 2011

Fee

Total Fee 3,750.00
 Percent Complete 100.00

Total Earned 3,750.00
 Previous Fee Billing 3,750.00
 Current Fee Billing 0.00
Total Fee 0.00

Total this task \$0.00

Task: 002 WTP Permitting (FDEP & Hardee County)

Fee

Total Fee 2,500.00
 Percent Complete 90.00

Total Earned 2,250.00
 Previous Fee Billing 1,875.00
 Current Fee Billing 375.00
Total Fee 375.00

Total this task \$375.00

Task: 003 Construction Bid Documents

Fee

Total Fee 1,500.00

Project: 091009.0021 Peace River Heights WTP Radium Removal Invoice No: 0063459

Percent Complete	70.00	Total Earned	1,050.00
		Previous Fee Billing	900.00
		Current Fee Billing	150.00
		Total Fee	150.00
			Total this task \$150.00

Task: 004 Construction Administration

Fee

Total Fee	2,775.00		
Percent Complete	0.00	Total Earned	0.00
		Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
			Total this task \$0.00

Task: 005 Electrical Engineering Services
 Services provided by Bailey Engineering Consultants, Inc.

Billing Limits	Current	Prior	To-date
Consultants	0.00	0.00	0.00
Limit			5,500.00
Remaining			5,500.00
			Total this task \$0.00

Task: 006 Architectural Services
 Services provided by Blaise, Fiebach & Associates, P.A.

Consultants

Other Consultants Expense			
8/2/11 BLAISE, FIEBACH & ASSOCIATES, INC.	Consultant billing	2,500.00	
Total Consultants		2,500.00	2,500.00
Billing Limits	Current	Prior	To-date
Consultants	2,500.00	1,000.00	3,500.00
Limit			7,900.00
Remaining			4,400.00
			Total this task \$2,500.00

Task: 999 Reimbursables

Req. 1295 Revr 2159

033-04370694519

Project: 091009.0021

Peace River Heights WTP Radium Removal

Invoice No: 0063459

Reimbursable Expenses

Misc. Reimbursable Expenses

7/28/11 FEDERAL EXPRESS
 CORPORATION

07/12/11 Rafah Alkhatib - DEP

17.83

Total Reimbursables

17.83

17.83

Total this task

\$17.83

Total this invoice

\$3,042.83

Outstanding Invoices

Number	Date	Balance
0063321	6/30/11	4,945.00
0063389	7/15/11	1,283.93
Total		6,228.93

*Peace River Radiologists
 33102160754*

36904

*MW
 9/20/11*

ENTERED SEP 21 2011

*Tricia -
 Please sign
 & need PO.
 Trans Keith*

Invoice

**Booth, Ern, Straughan, Hiott
 Engineers Surveyors Land Planners
 350 North Sinclair Avenue
 Tavares, Florida 32778**

RECEIVED

August 29, 2011
 Project No: 091009.0021
 Invoice No: 0063503

Aqua Utilities of Florida, Inc.
 Post Office Box 2480
 Lady Lake FL 32158-2480

AUG 31 2011
 Aqua Utilities
 Florida Inc.

Project: 091009.0021 Peace River Heights WTP Radium Removal

Professional services from August 3, 2011 to August 16, 2011

Task: 001 WTP Design

Fee

Total Fee 3,750.00
 Percent Complete 100.00

Total Earned 3,750.00
 Previous Fee Billing 3,750.00
 Current Fee Billing 0.00
Total Fee 0.00

Total this task \$0.00

Task: 002 WTP Permitting (FDEP & Hardee County)

Fee

Total Fee 2,500.00
 Percent Complete 100.00

Total Earned 2,500.00
 Previous Fee Billing 2,250.00
 Current Fee Billing 250.00
Total Fee 250.00

Total this task \$250.00

Task: 003 Construction Bid Documents

Fee

Total Fee 1,500.00

Project: 091009.0021 Peace River Heights WTP Radium Removal Invoice No: 0063503

Percent Complete	100.00	Total Earned	1,500.00
		Previous Fee Billing	1,050.00
		Current Fee Billing	450.00
		Total Fee	450.00
			Total this task \$450.00

Task: 004 Construction Administration

Fee

Total Fee	2,775.00	Total Earned	0.00
Percent Complete	0.00	Previous Fee Billing	0.00
		Current Fee Billing	0.00
		Total Fee	0.00
			Total this task \$0.00

Task: 005 Electrical Engineering Services
 Services provided by Bailey Engineering Consultants, Inc.

Billing Limits	Current	Prior	To-date
Consultants	0.00	0.00	0.00
Limit			5,500.00
Remaining			5,500.00
			Total this task \$0.00

Task: 006 Architectural Services
 Services provided by Blaise, Fiebach & Associates, P.A.

Consultants

Other Consultants Expense			
8/11/11 BLAISE, FIEBACH & ASSOCIATES, INC.	Consultant billing	2,000.00	
Total Consultants		2,000.00	2,000.00

Billing Limits	Current	Prior	To-date
Consultants	2,000.00	3,500.00	5,500.00
Limit			7,900.00
Remaining			2,400.00
			Total this task \$2,000.00

Task: 999 Reimbursables

36904

033 04370702518

Req. 11803
PO. 1295 Rcvr 2159

Project: 091009.0021

Peace River Heights v. P Radium Removal

Invoice No: 0063503

Total this task \$0.00

Total this invoice \$2,700.00

Outstanding Invoices

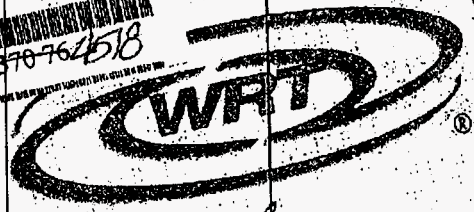
Number	Date	Balance
0063369	7/15/11	1,283.93
0063459	8/15/11	3,042.83
Total		4,326.76

ENTERED SEP 21 2011

36904
Peace River Radiologicals
33102160754
1021 105030

MW
9/20/11

033 04378762518



Ref # 116
 PO 1298
 Revr 2152

From:
 Water Remediation Tech., LLC
 5525 West 56th Ave
 Suite 100
 Arvada, CO 80002
 Phone: 303-424-5355

37263

To:
 Tricia Williams
 Aqua Utilities Florida, Inc.
 PO Box 2480
 Lady Lake, FL 32158-2480

Billing Period: 08-2011
 Due Date: 9/30/2011

Invoice Date	Invoice Number	Customer ID	Terms	Quantity	Unit	Unit Price	Extended Price
8/31/2011	004794	0085	Net 30	0.25	EA	50,910.0000	12,727.50
Project		Description					
FL - Aqua Florida PES		PES					

Please note that as of 8/22/2011
 we have a new address:
 5525 W. 56th Ave. Suite 100
 Arvada, CO 80002

Please continue to make
 checks payable to Water
 Remediation Technology, LLC

ENTERED SEP. 21 2011

RECEIVED
 SEP 06 2011
 Aqua Utilities
 Florida Inc.

Invoice Total



To Whom It May Concern:

Water Remediation Technology, LLC (WRT) is moving!

As of August 22, 2011 our new address is:

5525 West 56th Ave.
Suite 100
Arvada, CO 80002

← OK

37263

Please update your system to reflect this change.

Thank you,

Amanda Fields
Senior Accountant

RECEIVED

SEP 06 2011

Aqua Utilities
Florida Inc.

FROM SOURCE TO SOLUTION™



5525 W. 56th Ave., Suite 100, Arvada, Colorado 80002 • tel 303.424.5355 • fax 303.962.1520
email: info@wrt.net • web: www.wrt.net.com

Water Remediation Tech., LLC

5525 W. 56th Ave.
 Suite 100
 Arvada, CO 80002
 Phone - 303-424-5355



STATEMENT

ACCOUNT NAME	
Aqua Utilities Florida, Inc.	
STATEMENT DATE	ACCOUNT NO.
08/31/2011	0085

Bill To:

Tricia Williams
 Aqua Utilities Florida, Inc.
 PO Box 2480
 Lady Lake, FL 32158-2480

#37263

To ensure proper credit please check those items being paid and return this portion of the statement with your payment

Page: 1 of 1

TYPE	DATE	Invoice No.	Invoice Description	Billing Period	Invoice Amount	Invoice Balance
Invoice	08/31/11	004794	PES	08-2011	12,727.50	12,727.50

RECEIVED

SEP 06 2011

Aqua Utilities
 Florida Inc.

33102166754

TRW

9/20/2011

*Please see
 new address
 next page*

Please note that as of 8/22/2011 we have a new address:
 5525 W. 56th Ave. Suite 100
 Arvada, CO 80002

Please continue to make checks payable to Water Remediation Technology, LLC

AMOUNT NOW DUE:

\$12,727.50

Current	1 to 30	31 to 60	61 to 90	Over 90
12,727.50	0.00	0.00	0.00	0.00

6. It is expressly understood that actual damages will be sustained by the Owner upon the Contractor's failure to complete construction with the time stipulated. Should the Contractor fail to complete the construction in the stipulated time period, the Owner shall be entitled to recover from the Contractor the sum of Two Hundred Fifty Dollars (\$250.00) for each calendar day the work remains uncompleted after the stipulated construction period; it is understood and agreed that said sum is not considered in any sense to be a penalty.

1.03 SCHEDULE OF PRICES

- A. All bid items shall include all materials, equipment, labor, permit fees (electrical work, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in-place and ready for operation as shown and specified. Any item of work for which there is not a Bid item shall be considered incidental to the contract and the cost for such work shall be included in the various other bid items.

The Contractor's attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA.

The following costs are for information purposes only and no separate payment will be made for compliance with the

- | | | | |
|----|--|----------------|-------------------------|
| 1) | Trench Safety System - OSHA Compliance | | |
| | \$ 1 ⁰⁰ | <u>Shoring</u> | <u>200⁰⁰</u> |
| | (Unit Price) | (Method) | (Total Price) |
| | | | |
| 2) | Trench Safety Special Shoring Requirements
(System and square foot quantity to be identified by Contractor) | | |
| | SF \$ | | |
| | (Unit Price) | (Method) | (Total Price) |
| | | | |
| 3) | System to be used: | _____ | |

- B. Bidder submits the following lump sum price for this bid:

PROJECT GRAND TOTAL

Brief description: Lumps Sum Price in both words and figures.

One Hundred and Thirty Nine Thousand
Two Hundred and Eighty Eight Dollars and 13 cents.
(\$ 139,288⁰⁰)

LOW BIDDER SHALL SUBMIT A DETAILED SCHEDULE OF UNIT PRICES WITHIN 48 HOURS OF BID SUBMITTAL.

BID FORM
AQUA UTILITIES OF FLORIDA, INC.
PEACE RIVER HEIGHTS WATER TREATMENT PLANT MODIFICATIONS

1. GENERAL

1.01 DESCRIPTION

A. The following Bid is hereby made to the Aqua Utilities of Florida, Inc., hereinafter called the Owner. Bid is submitted by Oxford Pipeline Inc

(insert legal name, address, and whether sole proprietorship, partnership or corporation.)

1.02 THE UNDERSIGNED

A. Acknowledges receipt of:

1. Specifications and Contract Documents for the construction of the Aqua Utilities of Florida, Inc., Peace River Heights Water Treatment Plant Modifications, as prepared by Booth, Ern, Straughan & Hiott, Inc. and sub-consultants.
2. Drawings titled Aqua Utilities of Florida, Inc., Peace River Heights Water Treatment Plant Modifications, as prepared by Booth, Ern, Straughan & Hiott, Inc. and sub-consultants.

3. Addenda:

Number _____ dated _____
Number _____ dated _____
Number _____ dated _____
Number _____ dated _____
Number _____ dated _____

B. Has examined the site and all Bidding Documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 90 calendar days after the bid opening date.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a contract with the Owner based upon the total Base Bid plus any or all additive Bid alternates, if awarded on the basis of this Bid, and to furnish a Performance bond and a Labor and Material Payment Bond in accordance with the Instructions to Bidders.
4. To accomplish the work in accordance with the Contract Documents.
5. To begin work as outlined in Paragraph 6.5 of the Instructions to Bidders.

BID FORM

00300-1

Transaction Listing

Docket No. 100330-WS

Leisure Lakes

AC290 Date: 10/19/11
Time: 13:16

JOB SUBMISSION PARAMETERS

Exhibit PL-13, Page 000001 of 000015

User Name: crewsw
Job Name : AC290
Step Nbr : 1

Activity

Activity Group List:
or Activity Group:
or Activities: 33101069314

or Activity List:
Transaction Level Type: B Both

Account Category Group:
or Account Cat Type: C Cost
or Summary Account Category:
or Account Category:
Other Options

System:
Source Code:
Posting Date Range: -
Reference:
Control Number:
Activity Status:
Activity Group Status:
Output Options

Attribute Information: N
Summarize Report: N No Page Break: N None
Report Currency: B Base Report Style: Standard

Sort: A Level 1 Level 2 Level 3
Print and Subtotal: 3 Actvy Grp Activity Acct Cat
Attributes: Level 1-3

Processing Activity Transaction Detail

Transaction Listing

Docket No. 100330-WS

AC290 Date 10/19/11
Time 13:16

Transaction Listing
Activities: 33101069314

Leisure Lakes
Exhibit PL-13, Page 00002 of 000015

Account Category Type: Cost

PostDate	Sy	Co	Account	Reference	Description	Amount	Curr	Units
Activity Group : 505 Chlorination Enhancements (TPB) USD Activity : 33101069314 Secondary wtr quality Leisure USD 00505-33101051-000033101069314 Attributes :								
Account Category : 110 CWIP - Payroll								
01/31/11	GL	33	1010	105020-0000	Jan 2011 CWIP Payroll Allocati	702.67	USD	0.00
03/31/11	GL	33	1010	105020-0000	Mar 2011 CWIP Payroll Allocati	52.99	USD	0.00
04/30/11	GL	33	1010	105020-0000	Apr 2011 CWIP Payroll Allocati	453.38	USD	0.00
05/31/11	GL	33	1010	105020-0000	May 2011 CWIP Payroll Allocati	213.52	USD	0.00
07/31/11	GL	33	1010	105020-0000	July 2011 CWIP Payroll Allocat	144.02	USD	0.00
08/31/11	GL	33	1010	105020-0000	Aug 2011 CWIP Payroll Allocati	215.43	USD	0.00
Acct Category Totals: 110						1,782.01		
Account Category : 120 CWIP - Accounts Payable								
01/31/11	AP	33	1010	105030-0000	37024ADEDGE TECHNOLOGIES,	31,881.80	USD	0.00
01/31/11	GL	33	1010	105030-0000	Jan 2011 Indirect Transp Allo	113.02	USD	0.00
03/31/11	AP	33	1010	105030-0000	22453Kimley-Horn & Associa	151.15	USD	0.00
03/31/11	AP	33	1010	105030-0000	22462Florida Department of	1,000.00	USD	0.00
03/31/11	AP	33	1010	105030-0000	22453Kimley-Horn & Associa	750.00	USD	0.00
03/31/11	GL	33	1010	105030-0000	Mar 2011 Indirect Transp Allo	10.44	USD	0.00
03/31/11	GL	33	1010	105030-0000	(Mar) Kimley-Horn & Associates	1,500.00	USD	0.00
04/01/11	GL	33	1010	105030-0000	(Mar) Kimley-Horn & Associates	1,500.00	USD	0.00
04/30/11	AP	33	1010	105030-0000	22453Kimley-Horn & Associa	1,500.00	USD	0.00
04/30/11	AP	33	1010	105030-0000	37024ADEDGE TECHNOLOGIES,	22,787.00	USD	0.00
04/30/11	GL	33	1010	105030-0000	Apr 2011 Indirect Transp Allo	74.06	USD	0.00
04/30/11	GL	33	1010	105030-0000	(Apr) Secondary wtr quality Le	31,727.64	USD	0.00
05/01/11	GL	33	1010	105030-0000	(Apr) Secondary wtr quality Le	31,727.64	USD	0.00
05/31/11	AP	33	1010	105030-0000	22453Kimley-Horn & Associa	2,250.00	USD	0.00
05/31/11	AP	33	1010	105030-0000	22453Kimley-Horn & Associa	766.66	USD	0.00
05/31/11	AP	33	1010	105030-0000	37024ADEDGE TECHNOLOGIES,	31,727.64	USD	0.00
05/31/11	GL	33	1010	105030-0000	May 2011 Indirect Transp Allo	72.25	USD	0.00
07/31/11	AP	33	1010	105030-0000	22453Kimley-Horn & Associa	1,995.06	USD	0.00
07/31/11	GL	33	1010	105030-0000	July 2011 Indirect Transp All	28.99	USD	0.00
08/31/11	AP	33	1010	105030-0000	37024ADEDGE TECHNOLOGIES,	1,730.00	USD	0.00
08/31/11	AP	33	1010	105030-0000	AP175 Summarized transaction	2,248.03	USD	0.00
08/31/11	GL	33	1010	105030-0000	Aug 2011 Indirect Transp Allo	58.49	USD	0.00
Acct Category Totals: 120						99,099.59		
Account Category : 160 CWIP - Payroll Overhead								
01/31/11	GL	33	1010	105070-0000	PAAM Credits January 2011	319.29	USD	0.00

Transaction Listing

Docket No. 100330-WS

AC290 Date 10/19/11
Time 13:16

Transaction Listing
Activities: 33101069314

Leisure Lakes

Exhibit PL-13, Page 00009 of 000015

Account Category Type: Cost

PostDate	Sy	Co	Account	Reference	Description	Amount	Curr	Units

Activity Group	:	505	Chlorination Enhancements(TPB)	USD				
Activity	:	33101069314	Secondary wtr quality Leisure	USD	00505-33101051-000033101069314			
Attributes	:							
Account Category	:	160	CWIP - Payroll Overhead					
03/31/11	GL	33 1010	105070-0000		PAAM Credits March 2011	24.08	USD	0.00
04/30/11	GL	33 1010	105070-0000		PAAM Credits April 2011	206.02	USD	0.00
05/31/11	GL	33 1010	105070-0000		PAAM Credits May 2011	97.02	USD	0.00
07/31/11	GL	33 1010	105070-0000		PAAM Credits July 2011	65.44	USD	0.00
08/31/11	GL	33 1010	105070-0000		PAAM Credits Aug 2011	97.89	USD	0.00
Acct Category Totals:160						809.74		

Account Category	:	170	CWIP - AFUDC					
01/31/11	PM	33 1010	105080-0000 15995		PAAM GL AFUDC Trans	104.93	USD	0.00
02/28/11	PM	33 1010	105080-0000 19998		PAAM GL AFUDC Trans	210.53	USD	0.00
03/31/11	PM	33 1010	105080-0000 25081		PAAM GL AFUDC Trans	222.96	USD	0.00
04/30/11	PM	33 1010	105080-0000 30543		PAAM GL AFUDC Trans	411.05	USD	0.00
05/31/11	PM	33 1010	105080-0000 35827		PAAM GL AFUDC Trans	599.91	USD	0.00
06/30/11	PM	33 1010	105080-0000 40188		PAAM GL AFUDC Trans	614.39	USD	0.00
07/31/11	PM	33 1010	105080-0000 45349		PAAM GL AFUDC Trans	625.39	USD	0.00
08/31/11	PM	33 1010	105080-0000 50326		PAAM GL AFUDC Trans	650.29	USD	0.00
09/30/11	PM	33 1010	105080-0000 54968		PAAM GL AFUDC Trans	668.25	USD	0.00
Acct Category Totals: 170						4,107.70		
Activity Totals : 33101069314						105,799.04		
Activity Grp Totals : 505						105,799.04		
Report Totals :						105,799.04		
						=====		



Florida Department of Environmental Protection

South District
P.O. Box 2549
Fort Myers, FL 33902-2549

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

In the Matter of an Application
For Permit by:

Judy Wallingford, COO
Aqua Utilities Florida, Inc
P.O. Box 2480
Lady Lakes, Fl. 32159

DEP File No: 6280064
Highlands County – PW
Additional Water Filtration System
@ Leisure Lakes WTP
Lake Wales EMA

JEWallingford@aquaamerica.com

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number 305802-001-WC to construct the subject modification to the Leisure Lakes Water Treatment Plant, issued under section 403.861(9), of the Florida Statutes.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under section 120.60(3) of the Florida Statutes must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first.

Under section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for mediation within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination

(hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department permit identification number and the county in which the subject matter or activity is located;
- (b) A statement of how and when each petitioner received notice of the Department action;
- (c) A statement of how each petitioner's substantial interests is affected by the Department action;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A statement of facts that the petitioner contends warrants reversal or modification of the Department action;
- (f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In addition to requesting an administrative hearing, any petitioner may elect to pursue mediation. The election may be accomplished by filing with the Department a mediation agreement with all parties to the proceeding (i.e., the applicant, the Department, and any person who has filed a timely and sufficient petition for a hearing). The agreement must contain all the information required by rule 28-106.404. The agreement must be received by the clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within ten days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement.

As provided in section 120.573 of the Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by sections 120.569 and 120.57 for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons seeking to protect their substantial interests that would be affected by such a modified final decision must file their petitions within fourteen days of receipt of this notice, or they shall be deemed to have waived their right to a proceeding under sections 120.569 and 120.57. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under sections 120.569

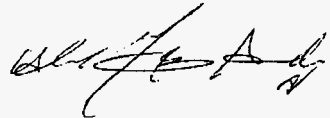
and 120.57 remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

This action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for mediation) is filed in accordance with the above. Upon the timely filing of a petition (or request for mediation) this order will not be effective until further order of the Department.

Any party to the order has the right to seek judicial review of the order under section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Executed in Fort Myers, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
Director of District Management

CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this **NOTICE OF PERMIT ISSUANCE** and all copies were mailed by certified mail before the close of business on October 6, 2011, to the listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under section 120.52(7), Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

June S. Collins *October 06, 2011*

Clerk Date

JMI/BTS
Copies furnished to:
Dean L. Paquet, P.E. E-mail: dean.paquet@kimley-horn.com



Florida Department of Environmental Protection

South District
P.O. Box 2549
Fort Myers, FL 33902-2549

Docket No. 100330-WS
Leisure Lakes
Exhibit PL-13, Page 000007 of 000015
Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

PERMITTEE:

Judy Wallingford, COO
Aqua Utilities Florida, Inc
P.O. Box 2480
Lady Lake, Fl. 32159

I.D. No: 6280064
Permit/Cert. No.: 305802-001-WC
Date of Issue: October 6, 2011
Expiration Date: October 5, 2016
County: Highlands
Latitude/Longitude: 27° 21' 6"N/81° 24' 52"W
Project: Additional Water Filtration System
@ Leisure Lakes WTP
Lake Wales EMA

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Florida Administrative Code (F.A.C.) Rules 62-4, 62-550, 62-555 and 62-699. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents, attached hereto or on file with the Department and made a part hereof and specifically described as follows:

Construct modification to the existing 0.072 mgd WTP by adding a water filtration system. The modification consists of the following:

Installation of pre-packaged model AD26-3660CS-2-AVH filtration treatment unit consisting of two (2) 36-inch diameter vessels with a maximum capacity of 100 gpm and backwash flow rate 142 gpm for Leisure Lakes Plant as depicted on Kimley-Horn and Associates, Inc., design drawings sheet numbers A-1 through A-8, dated July 5, 2011. The design drawings were submitted in support of the construction application. The original application was dated on April 12, 2011, revised and received on July 6, 2011. Related engineering report and technical specifications were dated July 5, and received July 6, 2011.

The proposed project is located at Hillcrest St., in Covered Bridge Sub-Division, Lake Placid, Highlands County, Florida.

PERMITTEE:

Judy Wallingford, COO
Aqua Utilities Florida, Inc

I.D. No: 6280064
Permit/Cert. No.: 305802-001-WC
Date of Issue: October 6, 2011
Exp. Date: October 5, 2016

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.
3. As provided in Subsections 403.087(6) and 403.722(5) F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in the permit.
4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by any order from the Department.
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credential or other documents as may be required by law, and at reasonable times, access to the premises where the permitted activity is located or conducted to:
 - a. Have access to and copy any records that must be kept under the conditions of the permit;
 - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
 - c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

PERMITTEE:

Judy Wallingford, COO
Aqua Utilities Florida, Inc

I.D. No: 6280064

Permit/Cert. No.: 305802-001-WC

Date of Issue: October 6, 2011

Exp. Date: October 5, 2016

GENERAL CONDITIONS:

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

- a. A description of and cause of non-compliance; and
- b. The period of non-compliance, including dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance. The permittee shall be responsible for any and all damages that may result and may be subject to enforcement action by the Department for penalties or revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, which are submitted to the Department, may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance, provided however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard.

11. This permit is transferable only upon Department approval in accordance with F.A.C. Rules 62-4.120 and 62-730.300, F.A.C. as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the Department approves the transfer.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

13. This permit also constitutes:

- (a) Determination of Best Available Control Technology (BACT)
- (b) Determination of Prevention of Significant Deterioration (PSD)
- (c) Certification of compliance with State Water Quality Standards (Section 401, PL 92-500)
- (d) Compliance with New Source Performance Standards

14. The permittee shall comply with the following:

- (a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically, unless otherwise stipulated by the Department.

PERMITTEE:

Judy Wallingford, COO
Aqua Utilities Florida, Inc

I.D. No: 6280064
Permit/Cert. No.: 305802-001-WC
Date of Issue: October 6, 2011
Exp. Date: October 5, 2016

GENERAL CONDITIONS:

- (b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation), required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report or application unless otherwise specified by Department rule.
- (c) Records of monitoring information shall include:
1. the date, exact place, and time of sampling or measurements;
 2. the person responsible for performing the sampling or measurements;
 3. the dates analyses were performed;
 4. the person responsible for performing the analyses;
 5. the analytical techniques or methods used;
 6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law that is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

1. Drawings, plans, documents or specifications submitted by the Permittee, not attached hereto, but retained on file at the South Florida District Office, are made a part hereof.
2. The design and construction of public water systems shall be in accordance with Florida Administrative Code Rule 62-555.320.
3. The applicant shall retain the engineer of record or obtain the services of any professional engineer registered in the State of Florida for the inspection of the construction of this project. Upon completion the engineer shall inspect for conformity to construction permit applications and associated documents.
4. A Request for Letter of Release to Place Water Supply System Into Service, form 62-555.900(9), along with record drawings and bacteriological analysis results shall be submitted within 60 days after completion of construction of the project and Department approval obtained prior to placement in operation.
5. Pipe, fittings, valves, fire hydrants and other materials shall conform to the most recent standards issued by the American Water Works Association (AWWA).
6. Water supply facilities including mains shall be installed, cleaned, disinfected and bacteriologically cleared for service, in accordance with the latest applicable AWWA Standards and Department rules and regulations.
7. The facility is a category V, staffing by Class D or higher operator, 3 visits per week on nonconsecutive days for a total of 0.3 hour per week. The lead/chief operator must be Class D or higher. F.A.C. Rules 62-699.310(2)(e)5. An operator meeting the lead operator classification level of the plant shall

PERMITTEE:

Judy Wallingford, COO
Aqua Utilities Florida, Inc

I.D. No: 6280064
Permit/Cert. No.: 305802-001-WC
Date of Issue: October 6, 2011
Exp. Date: October 5, 2016

SPECIFIC CONDITIONS:

be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. F.A.C. Rule 62-699.311(1). A daily check of each Class C or D water treatment plant shall be performed by the permittee or supplier of water, or his or her representative or agent, each day the plant is in operation or 5 days per week whichever is less. F.A.C. Rule 62-699.311(2).

8. The permittee shall submit a monthly operations report (MOR) DEP Form 62-555.900(3), to the Department no later than the tenth of each succeeding month.

9. The water treatment plant shall maintain throughout the distribution system a minimum continuous and effective free chlorine residual of 0.2 mg/l or its equivalent. A minimum system pressure of 20 psi must be maintained throughout the system. Also, safety equipment shall be provided and located outside of chlorine room.

10. This facility is a Community Water System as defined in F.A.C. Rule 62-550.200(12) and shall comply with the applicable chemical and bacteriological monitoring requirements of F.A.C. Rule 62-550. Such requirements shall be initiated within the quarter that the water treatment facility is placed into service (i.e. January—March or April—June, the preceding are an examples of quarters) and the results submitted to the Department.

11. This permit is valid only in conjunction with a wastewater permit issued by the Department. Issuance of this permit does not imply that a wastewater permit will be issued. The applicant shall obtain all other required permits for this project.

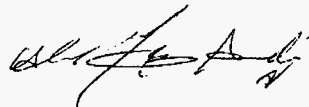
12. The permittee or suppliers of water shall telephone the State Warning Point (SWP), at 1-800-320-0519 immediately (i.e., within two hours) after discovery of any actual or suspected sabotage or security breach, or any suspicious incident, involving a public water system in accordance with the F.A.C. Rule 62-555.350(10).

13. The permittee is reminded of the necessity to comply with the pertinent regulations of any other regulatory agency, as well as any county, municipal, and federal regulations applicable to the project. These regulations may include, but are not limited to, those of the Federal Emergency Management Agency in implementing flood control measures. This permit should not be construed to imply compliance with the rules and regulations of other regulatory agencies.

Note: In the event of an emergency the permittee shall contact the Department by calling (850) 413-9911. During normal business hours, the permittee shall call (239) 344-5600.

Issued this 6th day of October 2011.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
Director of District Management

JMI/BTS

adedge **AdEdge Technologies**
 5152 Belle Wood Court
 Suite A
 Buford, GA 30518

033 04466414409



Invoice

Date	Invoice #
6/24/2011	5223

Bill To			
Aqua Utilities Florida Inc PO Box 2480 Lady Lake, FL 32158-2480 US			
Customer Fax			
P.O. Number	S.O. Number	Terms	Rep
	3689		PM

Ship To		
Customer Phone		
Due Date	Via	F.O.B.
6/24/2011	TBD	Buford, GA

Quantity	Item Code	Description	U/M	Price Each	Amount
0.95	Other Eq...	Urethane Based Coating (UV Protection) Upgrade for all vessels: Coat exterior surfaces of the vessels and skid with Tnemco Edura-Shield II 1074 Aliphatic Acrylic Polyurethane paint. All surfaces will be prepared and primed in accordance with the coating specification requirements. Lake Josephine (Triplex) \$2450 - 33101069312 - 2nd wr Qty 2493 Sebring Lakes (Triplex) \$2450 - 33101069316 2093 Leisure Lakes (Duplex) \$1700 - 33101069314 1730 Total sales tax calculated by AvaTax ST Sales Tax		6,600.00 446.00 0.00%	6,270.00 446.00 0.00

RECEIVED

JUN 24 2011

Aqua Utilities
Florida Inc.

plw
8/18/11

[Handwritten signatures]

ENTERED AUG 18 2011

If you have any questions please call our office or email : accounting@adedge technologies.com			Invoice Total	\$6,716.00
Phone #	678-835-0052	Fax #	678-835-0057	Balance Due
Pay online at: https://ipn.intuit.com/z89gq14				\$6,716.00

Reg. 116384
 P.O. 1234
 Rcvv 2063

033 04477516176



Invoice for Professional Services

need PO

AQUA UTILITIES FLORIDA
 ATTN: PATRICIA R. WILLIAMS
 510 COUNTY ROAD 466
 LADY LAKE, FL 32159

22453
~~*22453*~~

Invoice No: 4503961
 Invoice Date: Jun 30, 2011
 Invoice Amount: \$1,723.03

Project No: 148142001.2
 Project Name: WATER FILTRATION SYSTEM
 Project Manager: PAQUET, DEAN

Please send payments to:
 KIMLEY-HORN AND ASSOCIATES, INC.
 P.O. BOX 932520
 ATLANTA, GA 31193-2520

Client Reference:
 For Services Rendered through Jun 30, 2011

Federal Tax Id: 56-0885615

HOURLY

Description	Current Amount Due
SERVICES RENDERED	1,723.03
Total HOURLY	1,723.03

Leisure Lakes
 1010105030
 ✓ 33101069314

Total Invoice: \$1,723.03

DESCRIPTION OF SERVICES PERFORMED:

- Coordinate and attend additional site visit with Eddie Christmas to confirm locations of chlorine and aqua mag injections.
- Completed additional revisions to plans to incorporate information obtained during the site visit.
- Coordinate changes to plans with AdEdge.
- Structural review of roof structure connection to slab, revisions to slab section.
- Prepared schematic exhibit of existing plant process as required by FDEP.

JRW 8-4-11

ENTERED AUG 23 2011



Kimley-Horn
and Associates, Inc.

Labor and Expense Detail

AQUA UTILITIES FLORIDA
ATTN: PATRICIA R. WILLIAMS
510 COUNTY ROAD 466
LADY LAKE, FL 32159

Invoice No: 4503961
Invoice Date: Jun 30, 2011
Project No: 148142001.2
Project Name: WATER FILTRATION
SYSTEM
Project Manager: PAQUET, DEAN

HOURLY

Category	Description	Hrs/Qty	Rate	Current Amount Due
LABOR	SENIOR PROFESSIONAL	9.5	172.33	1,637.09
TOTAL LABOR		9.5		1,637.09
EXPENSES	OFFICE EXPENSE			85.94
TOTAL EXPENSES				85.94
TOTAL LABOR AND EXPENSE DETAIL				1,723.03

This page is for informational purposes only. Please pay amount shown on cover page.

Reg. P.O. 1246
Rcvr 2079

4476



Kimley-Horn and Associates, Inc.

083 04477 50 1246

Invoice for Professional Services

Need PO

AQUA UTILITIES FLORIDA
ATTN: PATRICIA R. WILLIAMS
1100 THOMAS AVENUE
LEESBURG, FL 34748

Please send payments to:
KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 932520
ATLANTA, GA 31193-2520

Federal Tax Id: 56-0885615

22455

Invoice No: 4515010
Invoice Date: Jun 30, 2011
Invoice Amount: \$1,372.00

Project No: 148142001.1
Project Name: WATER FILTRATION SYSTEM
Project Manager: PAQUET, DEAN

Client Reference:

For Services Rendered through Jun 30, 2011.

LUMP SUM

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
SEBRING LAKES	12,100.00	73.50%	8,893.50	8,470.00	423.50
LAKE JOSEPHINE	12,100.00	73.50%	8,893.50	8,470.00	423.50
LEISURE LAKES	15,000.00	73.50%	11,025.00	10,500.00	525.00
Subtotal	39,200.00	73.50%	28,812.00	27,440.00	1,372.00
Total LUMP SUM					1,372.00

secondary water quality
33101069316
33101069312
33101069314

Total Invoice: \$1,372.00

DESCRIPTION OF SERVICES PERFORMED:

- Coordinate and select roof/shade structure and revise plans.
- Prepare re-submittal package to FDEP and coordinate revisions and responses with filter supplier.

MLW
8-4-11

ENTERED AUG 23 2011

**Preliminary Cost Estimate
 6" Effluent Line to City of Lakeland
 5-26-11**

Description	Quantity	Unit	Unit Price	Estimated Total
Mobilization	1	LS	\$7,500.00	7,500.00
Packaged Lift Station - Duplex 25 HP pumps	1	EA	\$50,000.00	50,000.00
6" SDR-11 Directional Bore Effluent Piping	11,100	LF	\$30.00	333,000.00
6" Plug Valves	11	EA	\$800.00	8,800.00
Connect to Existing Effluent Main	1	EA	\$3,500.00	3,500.00
Maintenance of Traffic	1	LS	\$5,000.00	5,000.00
Sitework/Grading - Bore Pits	1	AC	\$6,000.00	6,000.00
Grassing (sod)	5,000	SY	\$2.25	11,250.00
Subtotal				\$425,050.00
Engineering/Surveying/Permitting				\$60,000.00
Contingencies @ 10%				\$42,505.00
Estimated Total Cost				\$527,555.00

Notes:

1. Assumes 150 gpm duplex lift station
2. Assumes static head at point of connection of 40 psi (92')
3. Assumes sufficient r/w along Maine to accommodate effluent main installation
4. Open trench method with dewatering, 6" PVC Pipe @ \$35/LF, add \$56,000.00
5. Open trench method, add \$45,000.00 for r/w restoration
6. Open trench method, add \$75,000.00 for driveway/roadway restoration

ANY OPINION OF THE CONSTRUCTION COST PREPARED BY BESH REPRESENTS ITS JUDGEMENT AS A DESIGN PROFESSIONAL AND IS SUPPLIED FOR THE GENERAL GUIDANCE OF THE CLIENT. SINCE BESH HAS NO CONTROL OVER THE COST OF LABOR AND MATERIAL OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS, BESH DOES NOT GUARANTEE THE ACCURACY OF SUCH OPINIONS AS COMPARED TO CONTRACTOR BIDS OR ACTUAL COST TO THE CLIENT .

Robert A. Ern, Jr., P.E. #54013

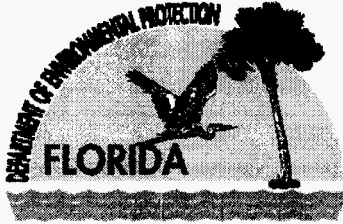
Preliminary Cost Estimate
Village Water, 15 Acre Effluent Sprayfield
4-29-11

Description	Quantity	Unit	Unit Price	Estimated Total
Packaged Pump Station & Intake	1	EA	\$15,000.00	15,000.00
6" Effluent Piping	1,800	LF	\$10.50	18,900.00
4" Effluent Piping	4,400	LF	\$8.00	35,200.00
Gate Valves	16	EA	\$600.00	9,600.00
Irrigation Heads/Fittings	32	EA	\$100.00	3,200.00
Sitework/Grading	30	AC	\$3,000.00	90,000.00
Grassing (seed)	145,000	SY	\$0.75	108,750.00
Electrical/Controls	1	LS	\$10,000.00	10,000.00
Geotechnical Investigation	1	LS	\$12,000.00	12,000.00
Engineering/Permitting	1	LS	\$20,000.00	20,000.00
Subtotal				\$322,650.00
Contingencies @ 10%				\$32,265.00
Estimated Total Cost				\$354,915.00

ANY OPINION OF THE CONSTRUCTION COST PREPARED BY BESH REPRESENTS ITS JUDGEMENT AS A DESIGN PROFESSIONAL AND IS SUPPLIED FOR THE GENERAL GUIDANCE OF THE CLIENT. SINCE BESH HAS NO CONTROL OVER THE COST OF LABOR AND MATERIAL OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS, BESH DOES NOT GUARANTEE THE ACCURACY OF SUCH OPINIONS AS COMPARED TO CONTRACTOR BIDS OR ACTUAL COST TO THE CLIENT .



Robert A. Ern, Jr., P.E. #54013



Florida Department of
Environmental Protection

South District Office
Post Office Box 2549
Fort Myers, Florida 33902-2549

Docket No. 100330-WS
South Seas
Exhibit PL-15, Page 000001 of 000009
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

October 18, 2011

Aqua Utilities Florida, Inc.
Rick Fox, President
510 HWY 466, Ste 204
Lady Lake, Florida 32159

Lee County-DW
South Seas Plantation WWTP
OGC Case No.: 10-1664-36-DW

Dear Mr. Fox:

The Department has reviewed the above referenced OGC case and has determined that all conditions of the Consent Order have been satisfactorily completed.

We will close this case and put it in our inactive file.

Your cooperation in resolving the matters of this case is appreciated. **If you have any questions, please contact Keith Kleinmann of this office at (239) 344-5656.**

Sincerely,

for

Jon M. Iglehart
Director of
District Management

JMI/DWF/jl

Cc: Enforcement File
Lea Crandall, FDEP (lea.crandall@dep.state.fl.us)
Mary Wilson, FDEP (mary.wilson@dep.state.fl.us)
Patricia R. Williams (PRWilliams@aquaamerica.com)
Caitlyn Eck, FDEP (Caitlyn.eck@dep.state.fl.us)
Keith Kleinmann, FDEP (keith.kleinmann@dep.state.fl.us)



LETTER OF TRANSMITTAL

P.O. Box 2480
Lady Lake, FL 32158
Phone: (352) 674-2860
Fax: (352) 674-2862

TO: Jon M. Iglehart FDEP South District Office P.O. Box 2549 Fort Myers, FL 33902-2549
--

DATE: 10/14/11	JOB NO:
Project: South Seas WWTP	
OGC Case No. 10-1664-36-DW	

- WE ARE SENDING**
- | | | | | |
|---|--|---|----------------------------------|---|
| <input type="checkbox"/> Shop | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under separate cover via _____ | the following items: | |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Prints | <input type="checkbox"/> Plans | <input type="checkbox"/> Samples | <input type="checkbox"/> Specifications |
| | <input type="checkbox"/> Change order | <input type="checkbox"/> Email | | |

COPIES	DESCRIPTION
1	AUF check for \$9,500.00 for South Seas Consent Order OGC Case No. 10-1664-36-DW

THESE ARE TRANSMITTED as checked below:

- | | | |
|--|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> For Review & Comment | <input type="checkbox"/> Amend and Resubmit |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Make Corrections Noted | <input type="checkbox"/> Submit ___ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Rejected | <input type="checkbox"/> Return ___ corrected prints |

REMARKS:

COPY TO: File

SIGNED

Tricia Williams
 Tricia Williams
 Utility Engineer

If enclosures are not as noted, kindly notify us at once.

22462 FL DEPT OF ENVIRONMENTAL

CHECK PAYMENT NBR.

450431

DATE:

10/06/11

INVOICE	DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
OGC-10-1664-36-DW	10/05/11	South Seas WWTP	9,500.00		9,500.00
TOTAL			\$9,500.00		\$9,500.00

AQUA UTILITIES FLORIDA, INC.

Formerly AQUASOURCE UTILITY, INC. 762 LANCASTER AVE., BRYN MAWR, PA 19010

Page 1 of 1

THIS DOCUMENT IS PRINTED IN BLUE INK. DO NOT ACCEPT UNLESS BLUE IS PRESENT

AQUA UTILITIES FLORIDA, INC.

Formerly AQUASOURCE UTILITY, INC.
 762 LANCASTER AVE., BRYN MAWR, PA 19010

PNC BANK, N.A.
 NEW JERSEY

450431

CHECK NO.

PAY

Nine thousand five hundred and 00/100 Dollars

DATE
 10/06/11

AMOUNT
 *****\$9,500.00

TO THE ORDER OF
 FL DEPT OF ENVIRONMENTAL
 PROTECTION SOUTH DISTRICT
 PO BOX 2549
 FORT MYERS FL 33902

David P. Jmettys



REDACTED

See Reverse Side For Opening Instructions

AQUA UTILITIES FLORIDA, INC.

Formerly AQUASOURCE UTILITY, INC.
 762 LANCASTER AVE., BRYN MAWR, PA 19010

FL DEPT OF ENVIRONMENTAL
 PROTECTION SOUTH DISTRICT
 PO BOX 2549
 FORT MYERS FL 33902



Florida Department of Environmental Protection

South District Office
Post Office Box 2549
Fort Myers, Florida 33902-2549

Docket No. 100330-WS
South Seas
Exhibit PL-15, Page 000004 of 000009
Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

CERTIFIED MAIL NO.: 7010 1870 0001 8477 4906
RETURN RECEIPT REQUESTED

RECEIVED

October 11, 2011

OCT 13 2011

Aqua Utilities Florida, Inc.
Rick Fox, President
510 HWY 466, Ste 204
Lady Lake, Florida 32159

Aqua Utilities
Florida Inc.

RE: Lee County-DW
South Seas Plantation WWTP
OGC CASE NO.: 10-1664-36-DW
Permit No.: FLA014686

Dear Mr. Fox:

Enclosed is the signed and entered Consent Order to resolve the above referenced case. This copy is for your records.

Please note that all compliance dates begin from the date of entry of this Order, which is October 11, 2011.

Upon satisfactory completion of all conditions of the Order, we will close this case and place it in our inactive file.

If you have any questions, please contact Keith Kleinmann of this office at (239) 344-5656. Your cooperation in resolving this case is appreciated.

Sincerely,

[Signature]
Jon M. Iglehart
Director of District Management

JMI/KK/jl

Enclosure

- cc: Enforcement File
Mary Wilson, FDEP (mary.wilson@dep.state.fl.us)
Lea Crandall, FDEP (lea.crandall@dep.state.fl.us)
Patricia R. Williams (PRWilliams@aquaamerica.com)
Caitlyn Eck, FDEP (caitlyn.eck@dep.state.fl.us)
Keith Kleinmann, FDEP (keith.kleinmann@dep.state.fl.us)



Florida Department of Environmental Protection

South District Office
Post Office Box 2549
Fort Myers, Florida 33902-2549

Docket No. 100330-WS
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Exhibit PL-15, Page 000005 of 000009
Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

CERTIFIED MAIL NO.: 7010 1870 0001 8477 4937
RETURN RECEIPT REQUESTED

October 5, 2011

Aqua Utilities Florida, Inc.
Rick Fox, President
510 HWY 466, Suite 204
Lady Lake, FL 32159

SUBJECT: Department of Environmental Protection v. Aqua Utilities Florida, Inc.,
OGC Case No. 10-1664-36-DW
South Seas Plantation WWTP FLA014686

Dear Mr. Fox:

The State of Florida Department of Environmental Protection ("Department") finds that Aqua Utilities Florida, Inc., ("Respondent") failed to perform maintenance, failed to renew its wastewater operating permit in a timely manner, and released wastewater without providing proper treatment, in violation of Rules 62-600.410(6), 62-600.740(2)(c), 62-620.410(5), and 62-600.740(2)(a), F.A.C. Before sending this letter, the Department requested that the Respondent undertake certain actions to resolve the violation(s). These actions have since been completed. However, due to the nature of the violation(s), the Respondent remains subject to civil penalties. The Respondent is also responsible for costs incurred by the Department during the investigation of this matter. When fully executed and satisfied, this short form Consent Order will resolve all DEP alleged wastewater violations at South Seas WWTP prior to or included in DEP's Warning letter to Respondent dated August 17, 2010.

The Department's Offer

Based on the violations described above, the Department is seeking \$ 9,000 in civil penalties and \$ 500 for costs and expenses the Department has incurred in investigating this matter, which amounts to a total of \$ 9,500. The civil penalty in this matter includes 2 violation(s) of \$2,000.00 or more.

DEP vs. Aqua Utilities Florida, Inc
OGC No. 10-1664-36-DW
Page 2

Respondent's Acceptance

If you wish to accept this offer and fully resolve the enforcement matter pending against the Respondent, please sign this letter and return it to the Department at P.O. Box 2549, Fort Myers, FL 33902-2549 within 15 days. The Department will then countersign it and file it with a designated clerk of the Department. Once the document is filed with the designated clerk, it will constitute a final order of the Department pursuant to Section 120.52(7), F.S. and will be effective unless a request for an administrative hearing is filed by a third party in accordance with Chapter 120, F.S. and the attached Notice of Rights.

By accepting this offer you, Mr. Rick Fox:

- (1) certify that you are authorized and empowered to negotiate, enter into, and accept the terms of this offer in the name and on behalf of Respondent;
- (2) acknowledge and waive Respondent's right to an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., on the terms of this offer, once final;
- (3) acknowledge and waive Respondent's right to an appeal pursuant to Section 120.68, F.S.; and
- (4) acknowledge that payment of the above amount does not constitute a waiver of the Department's right, if any, to recover emergency response related costs and expenses for this matter.

The Department acknowledges that the Respondent's acceptance of this offer does not constitute an admission of liability for the violation(s) referenced above.

Respondent's Performance

After signing and returning this document to the Department,

- (1) Respondent must pay \$ 9,500 in full by November 30, 2011.
- (2) The payment(s) must: (a) be in the form of a cashier's check or money order; (b) be payable to the "Department of Environmental Protection"; (c) include the OGC Number assigned above and the notation "Ecosystem Management and Restoration Trust Fund"; and (d) be sent to Florida Department of Environmental Protection, P. O. Box 2549, Fort Myers, FL 33902-2549.

The Department may enforce the terms of this document, once final, and seek to collect monies owed pursuant to Sections 120.69 and 403.121, F.S.

Until clerked by the Department, this letter is only a settlement offer and not a final agency action. Consequently, neither the Respondent nor any other party may request

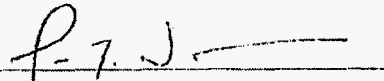
DEP vs. Aqua Utilities Florida, Inc
OGC No. 10-1664-36-DW
Page 3

an administrative hearing to contest this letter pursuant to Chapter 120, F.S. Once this letter is clerked and becomes a final order of the Department, as explained above, the attached Notice of Rights will apply to parties, other than the Respondent, whose interests will be substantially affected.

Please be aware that if the Respondent declines to respond to the Department's offer, the Department will assume that the Respondent is not interested in resolving the matter and will proceed accordingly.

If you have any questions, please contact Caitlyn Eck at (239)344-5634 or at Caitlyn.Eck@dep.state.fl.us.


Sincerely,



Jon M. Iglehart
Director of District Management

FOR THE RESPONDENT:

I, RICHARD S. "RICK" FOX [Type or Print Name], HEREBY ACCEPT
THE TERMS OF THE SETTLEMENT OFFER IDENTIFIED ABOVE.

By: 
[Signature]

Date: OCTOBER 6, 2011

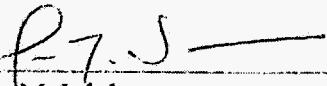
Title: PRESIDENT
[Type or Print]

FOR DEPARTMENT USE ONLY

DEP vs. Aqua Utilities Florida, Inc
OGC No. 10-1664-36-DW
Page 4

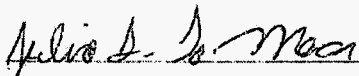
DONE AND ORDERED this 11th day of October, 2011, in Lee County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
Director of District Management

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

10-11-11

Date

Attachments: Notice of Rights

Final clerked copy furnished to:

Lea Crandall, Agency Clerk (lea.crandall@dep.state.fl.us)

Patricia R. Williams (PRWilliams@aquaamerica.com)

Roy H. Stahl, V.P.

(Aqua Utilities Florida, Inc., 762 West Lancaster Ave., Bryn Mawr, PA 19010)

NOTICE OF RIGHTS

Persons who are not parties to this Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Order means that the Department's final action may be different from the position it has taken in the Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Order;
- d) A statement of when and how the petitioner received notice of the Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at the address indicated above. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under Sections 120.569 and 120.57, Florida Statutes. Mediation under Section 120.573, Florida Statutes, is not available in this proceeding.