



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

RECEIVED-FPSC
12 JUL 27 AM 11:27
COMMISSION CLERK

DATE: July 27, 2012

TO: Dorothy E. Menasco, Commission Deputy Clerk II, Office of Commission Clerk

FROM: Martha A. Golden, Regulatory Supervisor/Consultant, Division of Accounting & Finance *MA Golden CP RD JSC*

RE: Docket No. 090056-SU, Application for authority to transfer the wastewater facilities of Fountain Lakes Sewer Corporation to Bonita Springs Utilities, Inc., and cancellation of Certificate No. 442-S, in Lee County

Please add the following attached documents, that were provided by Troy Rendell, to the above referenced docket:

1. Assignment and Assumption Agreement between Aqua Utilities Florida, Inc. (Aqua) and Bonita Springs Utilities, Inc. (BSU), dated May 17, 2012.
2. Assignment of Easements made by Aqua to BSU, dated May 17, 2012.
3. Bill of Sale between Aqua and BSU, dated May 17, 2012.
4. Executed and Recorded Special Warranty Deed between Aqua and BSU, dated May 17, 2012.
5. Florida Department of Environmental Protection's Notice of Permit Revision transferring the wastewater permit from Aqua to BSU, dated June 6, 2012.

Thank you.

Attachments

DOCUMENT NUMBER-DATE
05032 JUL 27 2012
FPSC-COMMISSION CLERK

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assignment”), is made and entered into this 17th day of May, 2012, by and between Aqua Utilities Florida, Inc. a Florida corporation (“Assignor”) and Bonita Springs Utilities, Inc., a Florida not-for-profit corporation (“Assignee”).

WITNESSETH:

WHEREAS, Assignor, Assignee, and Aqua Operations, Inc., a Delaware corporation, entered into that certain Asset Purchase Agreement dated August 11, 2011, as amended (the “Agreement”). All capitalized terms not defined herein shall have the meaning(s) ascribed to them in the Purchase Agreement; and

WHEREAS, pursuant to the Agreement, Assignor agreed to assign and Assignee agreed to accept an assignment of all Assignor’s rights and obligations under those certain contracts and those certain warranties identified on Exhibit “A” (collectively the “Contracts”).

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with \$10.00 and other good and valuable consideration exchanged between the parties, the parties do undertake, promise and agree for themselves, their permitted successors and assigns as follows:

1. Assignor hereby, conveys and assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor in the Contracts. Assignee hereby accepts the transfer and assignment of the Contracts and assumes the rights and duties of Assignor under the Contracts as of the date hereof. Assignor shall indemnify and hold Assignee harmless from and against any loss, claims, costs and expenses that have arisen in connection with the Contracts prior to the date hereof.

2. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their successors and assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

3. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed and entered into on the date first above written.

Signed, sealed and delivered
in the presence of:

Sign: *N. M. Francon*
Print Name: Arielle Bagood

Sign: *N. K. Patel*
Print Name: Nimesh K. Patel

Aqua Utilities Florida, Inc., a Florida
corporation

By: *Richard S. Fox*
Richard S. Fox, President

(Corporate Seal)

Signed, sealed and delivered
in the presence of:

Sign: *Michael J. Liggins*
Print Name: MICHAEL J. LIGGINS

Sign: *G. Donald Thomson*
Print Name: G. Donald Thomson

Bonita Springs Utilities, Inc., a Florida not-
for-profit corporation

By: *Robert Bachman*
Robert Bachman, President

(Corporate Seal)

EXHIBIT "A"

Contracts

1. Agreement dated November 21, 2011 by and between Aquatic Weed Control, Inc., and Aqua Utilities Florida, Inc.
2. Lease dated May 1, 2008 by and between Fountain Lakes Sewer Corp. and Rick Niebrugge d/b/a JRC Lawn Maintenance

Warranties

1. Andreyev Engineering, Inc. warranty for wastewater plant ground water monitoring well relocation and certification.

Prepared by and return to:
John R. Jenkins, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
(850) 224-4070

ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT OF EASEMENTS is made this 17th day of May, 2012, by Aqua Utilities Florida, Inc., a Florida corporation ("Assignor") to Bonita Springs Utilities, Inc., a Florida not-for-profit corporation ("Assignee"). Capitalized terms not defined herein shall have the meaning(s) ascribed to them in that certain Asset Purchase Agreement dated August 11, 2011 by and between Assignor, Assignee and Aqua Operations, Inc., a Delaware corporation, as amended (the "Agreement").

WHEREAS, Assignor intends to convey to Assignee, in accordance with the Agreement, the rights of Assignor under those certain easements, licenses, prescriptive rights, rights-of-way, and other rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor for the construction, ownership and operation of the Wastewater System Assets, as described in the Agreement (the "Easements"); and

WHEREAS, Assignor has agreed to transfer to Assignee all of the rights, title and interest of Assignor as grantee under the Easements, including, but not limited to, those certain Easements described in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and agreements contained herein, together with the sum of TEN and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignor hereby quit claims, conveys and assigns unto Assignee, its successors and assigns, all right, title and interest of Assignor, if any, in the Easements, together with all other recorded or unrecorded rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor in connection with the Wastewater System Assets.
2. Assignee hereby accepts the transfer and assignment of the Easements as set forth in herein. Assignor shall indemnify and hold Assignee harmless from and against any loss, claims, costs and expenses that have arisen in connection with the Easements prior to the date hereof.
3. Assignor covenants and agrees with Assignee and its successors and assigns that Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, as

may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment.

4. This Assignment shall inure to the benefit of Assignee, its successors and assigns, and shall bind Assignor and its successors and permitted assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Easements in favor of Assignee to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the date first above written.

Signed, sealed and delivered in the presence of:

Aqua Utilities Florida, Inc., a Florida corporation

Sign: *Arielle Bagood*
Print Name: Arielle Bagood

By: *Richard S. Fox*
Richard S. Fox, President

(Corporate Seal)

Sign: *Nimesh R. Patel*
Print Name: Nimesh R. Patel

STATE OF NC
COUNTY OF Mecklenburg

This instrument was acknowledged before me this ____ day of May, 2012 by Richard S. Fox, as President of Aqua Utilities, Florida, Inc., a Florida corporation, on behalf of said corporation. He is personally know to me or has produced NC Driver License as identification.

By: *Nimesh R. Patel*
Notary Public, State of Florida NC #
Print: Nimesh R. Patel
Com Exp 11/7/14

Signed, sealed and delivered
in the presence of:

Bonita Springs Utilities, Inc., a Florida not-
for-profit corporation

Sign: [Signature]
Print Name: MICHAEL J. LIGANE

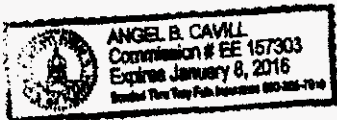
By: [Signature]
Robert Bachman, President

Sign: [Signature]
Print Name: G. Donald Thomson

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

This instrument was acknowledged before me this 16 day of May, 2012 by Robert Bachman, as President of Bonita Springs Utilities, Inc., a Florida not-for-profit corporation, on behalf of said corporation. He is personally know to me or has produced _____ as identification.



By: [Signature]
Notary Public, State of Florida
Print: Angel B. Cavill

Exhibit "A"

Easements

Fountain Lakes

Book and Page

Northerly Ingress / Egress & Utility	OR 1631 PG 0536
Villas of Fountain Lakes	OR 1969 PG 1224
Tracts I & J	OR 1976 PG 0192
FM and Lift Station	OR 2017 PG 1778
Estero Woods	OR 2087 PG 1350
The Seasons	OR 2132 PG 4184
Sungate Villas	OR 2198 PG 4337
Waste Water Plant	OR 2615 PG 1569
Blanket Easement	OR 2017 PG 1778
Northerly Ingress / Egress	OR 2041 PG 0634
Maintenance Road at Plant	OR 2615 PG 1569
The Greens	OR 2132 PG 4109
Sungate Villas	OR 2237 PG 2506
Ingress / Egress & Utility in FPL ROW	OR 3373 PG 3153
Loop System at the Plant	OR 3373 PG 3175
Fountain Lakes Blvd & West Tree Dr & Southerly Loop	OR 2501 PG 2596
Between Lot 24 & Lot 25	OR 2501 PG 2607
FPL ROW	DB 228 PG 574
Declaration of Covenants and Restrictions	OR 1976 PG 0175
Declaration of Covenants and Restrictions	OR 1938 PG 4601
KA Parcel	OR 2969 PG 1826

Marsh Landing

Tracts A - B - C - D - E - F - G	OR 4690 PG 596
Tracts D & F	OR 2719 PB 3918
Parcel One and Parcel Two	OR 2969 PG 1835
Loop Easement to US 41	OR 2707 PB 0169
Easement From Grassy Pine to Tract T	OR 3293 PG 0210

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Aqua Utilities Florida, Inc., a Florida corporation whose address is 510 Highway 466, Suite 204, Lady Lake, Florida 32159, hereinafter called "Seller," for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by Bonita Springs Utilities, Inc., a Florida not-for-profit corporation whose address is 11860 East Terry Street, Bonita Springs, Florida 34135, hereinafter called "Buyer," the receipt of which is hereby acknowledged, pursuant to the Asset Purchase Agreement dated August 11, 2011 by and between Buyer, Seller, and Aqua Operations, Inc., a Delaware corporation, as amended (the "Agreement"), hereby grants, sells, assigns, and conveys to Buyer all its right, title, and interest in and to all of the personal property, both tangible and intangible, of the Wastewater System Assets, as defined in the Agreement, including but not limited to, the following:

(a) All wastewater treatment plants, monitoring wells, effluent disposal facilities, lift stations, pumps, generators, controls, tanks, collection and transmission facilities, valves, service connections, equipment, parts, tools, chemicals, real property and other assets, properties and rights (whether tangible, real, personal or mixed), which are held and used in connection with the wastewater service to the Fountain Lakes and Marsh Landing residential communities including, but not limited to, one activated-sludge extended-aeration treatment plant with a surge tank; 6 aeration basins; 2 clarifiers; 1 chlorine contact basin; 2 sludge storage tanks/digesters; and 3 percolation 'perk' ponds with associated equipment located on 20 acres of land and currently permitted for 0.19 million gallons per day along with 6 collection systems that include 39,187 LF of gravity main, 202 manholes and 6 lift stations; exclusive of customer service lines that run from the curb clean-out area to the residences;

(b) All unbilled customer revenue for wastewater service;

(c) Copies of all data and records, including all supplier lists, customer records, prints, plans, as-built drawings, engineering reports, surveys, specifications, shop drawings, equipment manuals, maintenance and operating manuals, and other information reasonably required by Buyer to operate the Wastewater System Assets and which are in the possession of Seller;

(d) All certificates, immunities, privileges, permits, licenses, consents, grants, ordinances, leaseholds, and rights to construct, maintain and operate the Wastewater System Assets, to the extent that such are transferable by Seller; and,

(e) All right, title, and interest in and to all warranties, if any, in favor of Seller related to the Wastewater System Assets to the extent that such are transferable by Seller.

Seller represents and warrants that it is providing all of its ownership interest in and to the above-referenced property and has removed or provided for the removal of all liens, security interests, or encumbrances on Wastewater System Assets. All capitalized terms utilized herein, and not otherwise defined herein, shall have the meanings ascribed thereto in the Agreement.

IN WITNESS WHEREOF, this instrument shall be effective as of the 17th day of May, 2012.

Signed, sealed and delivered
in the presence of:

Aqua Utilities Florida, Inc., a Florida
corporation

Sign: *Audette*
Print Name: Arielle Bagard

By: *Richard S. Fox*
Richard S. Fox, President

(Corporate Seal)

Sign: *Nimesh R. Patel*
Print Name: Nimesh R. Patel

Prepared by and return to:
John R. Jenkins, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
(850) 224-4070

Property ID Number: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED effective this 17th day of May, 2012, by Aqua Utilities Florida, Inc., a Florida corporation whose address is 510 Highway 466, Suite 204, Lady Lake, Florida 32159, hereinafter called "Grantor," to Bonita Springs Utilities, Inc., a Florida not-for-profit corporation whose address is 11860 East Terry Street, Bonita Springs, Florida 34135, hereinafter called "Grantee";

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain land situated in Lee County, Florida as shown and more particularly described in:

Exhibit "A" attached hereto and incorporated herein (the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto of Grantor belonging or in anyway appertaining to the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor, for itself and its successors, hereby covenants with said Grantee and Grantee's successors and assigns that Grantor is lawfully seized of the Property in fee simple; that Grantor has good, right and lawful authority to sell and convey the Property; that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none others; and that the Property is free of all encumbrances, subject to covenants, restrictions, reservations and easements of record, if any.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed in favor of Grantee to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the date first above written.

Signed, sealed and delivered in the presence of:

Aqua Utilities Florida, Inc., a Florida corporation

Sign: [Signature]
Print Name: Arielle Bagard

By: [Signature]
Richard S. Fox, President

(Corporate Seal)

Sign: [Signature]
Print Name: Nimesh R. Patel

STATE OF NC
COUNTY OF Mecklenburg

This instrument was acknowledged before me this 15 day of May, 2012 by Richard S. Fox, as President of Aqua Utilities Florida, Inc., a Florida corporation, on behalf of said corporation. He is personally know to me or has produced NC D. License as identification.

By: [Signature]
Notary Public, State of NC
Print: Nimesh R. Patel
Exp 11/7/14

EXHIBIT "A"

PARCEL I:

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE NORTH 00°36'02"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 4 FOR 1018.06 FEET; THENCE N89°23'58"E FOR 140.00 FEET; THENCE N44°23'58"E FOR 120.00 FEET; THENCE N89°23'58"E FOR 191.90 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT DESCRIBED IN DEED BOOK 228, PAGE 574 THROUGH 579 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S 21°20'53" E ALONG SAID WESTERLY LINE FOR 1157.73 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST ONE QUARTER OF THE AFOREMENTIONED SECTION 4; THENCE S87°59'44"W, ALONG SAID SOUTH LINE FOR 827.12 FEET TO THE POINT OF BEGINNING, SAID PARCEL OF LAND SITUATE LYING AND BEING IN LEE COUNTY, FLORIDA.

PARCEL II:

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, THENCE N 00°36'02"W ALONG THE WEST LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 4 FOR 1018.06 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE N0°36'02"W ALONG SAID WEST LINE FOR 1185.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT DESCRIBED IN DEED BOOK 228 AT PAGE 574 THROUGH 579 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S21°20'53"E ALONG SAID WESTERLY LINE FOR 1176.44 FEET; THENCE S89°23'58"W FOR 191.90 FEET; THENCE S44°23'58"W FOR 120.00 FEET; THENCE S89°23'58"W FOR 140.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND SITUATE LYING AND BEING IN LEE COUNTY, FLORIDA.

TOGETHER WITH ANY EASEMENT RIGHTS APPURTENANT TO THE ABOVE LANDS AS SET FORTH IN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2017, PAGE 1778, AS PARTIALLY RELEASED IN OFFICIAL RECORDS BOOK 3326, PAGE 3506, ALL OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TOGETHER WITH ANY EASEMENT RIGHTS APPURTENANT TO THE ABOVE LANDS AS SET FORTH IN DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR FOUNTAIN LAKES RECORDED IN OFFICIAL RECORDS BOOK 1938, PAGE 4601, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS AMENDED.

PARCEL III:

EASEMENT RIGHTS AS SET FORTH IN UTILITY EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2969, PAGE 1826, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL IV:

EASEMENT RIGHTS IN A TRACT OR PARCEL OF LAND BEING 100 FEET IN WIDTH LYING IN SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS DESCRIBED AS FOLLOWS:

THE CENTERLINE OF THIS RIGHT-OF-WAY IS DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 4, WHICH POINT IS 2,343.1 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION AND 377.8 FEET SOUTH OF THE QUARTER SECTION CORNER ON SAID WEST LINE, RUN SOUTHEASTERLY AT AN ANGLE OF 20°44' FOR 1920.24 FEET TO THE NORTH LINE OF MARSH LANDING, A SUBDIVISION AS RECORDED IN PLAT BOOK 58, PAGES 42-49 OF SAID PUBLIC RECORDS. THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND LOT LINES.



Florida Department of Environmental Protection

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

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

STATE OF FLORIDA NOTICE OF PERMIT REVISION

SENT VIA ELECTRONIC EMAIL

In the Matter of an Application
for Permit by:

Mike Liggins, P.E.
Engineering Director
Bonita Springs Utilities, Inc.
11860 E. Terry St.
Bonita Springs, Florida 34135
MLiggins@bsu.us

Lee County - DW
Fountain Lakes WWTP
Permit No. FLA014669
Transfer Number: FLA014669-012-DWF/MT

Dear Mr. Liggins:

In response to your application for transfer of a permit, this is notification of the Department of Environmental Protection ("Department") revision of wastewater permit number FLA014669 to incorporate changes, issued under Section(s) 403.087 of the Florida Statutes to change the name of the permittee as follows:

From:
Richard Fox, President
Aqua Utilities Florida, Inc.
P.O. Box 2480
Lady Lake, Florida 32158
RSFox@aquaamerica.com

To:
Mike Liggins, P.E.
Engineering Director
Bonita Springs Utilities, Inc.
11860 E. Terry St.
Bonita Springs, Florida 34135
MLiggins@bsu.us

All other conditions of the permit shall remain unchanged. This letter must be attached to the referenced permit and becomes a permanent part thereof.

The Department's agency action shall become final unless a timely petition for an administrative proceeding (hearing) is filed pursuant to Sections 120.569 and 120.57 of the Florida Statutes (F.S.), before the deadline for filing a petition. The procedures for petitioning for an administrative hearing are set forth below.

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

Mike Liggins
Engineering Director
Fountain Lakes WWTP
Permit No.: FLA014669

Petitions filed by the permit applicant ("permittee") or by any of the parties listed below must be filed within 14 days of receipt of this written notice. Petitions filed by any person other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 14 days of publication of the public notice or within 14 days of receipt of the written notice, whichever occurs first. However, pursuant to Section 120.60(3), F.S., any person who has asked the Department for notice of agency action may file a petition within 14 days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the permittee at the address indicated above at the time of filing. The failure of any person to file a petition (or a request for mediation, as discussed below) within the appropriate time period shall constitute a waiver of that person's right to request an administrative hearing under Sections 120.569 and 120.57, F.S. 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 (F.A.C.).

A petition that disputes the material facts upon 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's permit identification number, and the name of 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's action;
- (c) a statement of how each petitioner's substantial interests is affected by the Department's 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's 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 upon 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, F.A.C.

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.

Mike Liggins
Engineering Director
Fountain Lakes WWTP
Permit No.: FLA014669

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 (which include the permittee, the Department, and any person who has filed a timely and

sufficient petition for hearing). The agreement must contain all the information required by Rule 28-106.404, F.A.C., and must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 10 days after the deadline for filing a petition, as set forth above. Choosing mediation will not adversely affect the right to an administrative hearing if mediation does not result in a settlement.

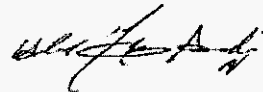
As provided in Section 120.573, F.S., the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, F.S., for holding an administrative hearing and issuing a final order. Unless otherwise agreed by the parties, the mediation must be concluded within 60 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 substantial interests that would be affected by such a modified final decision must file their petitions within the appropriate time period, as set forth above, or they shall be deemed to have waived their right to a proceeding under Sections 120.569 and 120.57, F.S. 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, F.S., 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 provisions. 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 this order has the right to seek judicial review of the order under Section 120.68, F.S., 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, at 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 this order is filed with the clerk of the Department.

Executed in Fort Myers, Florida

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



for

Jon M. Iglehart
Director of
District Management
Date: June 6, 2012

Mike Liggins
Engineering Director
Fountain Lakes WWTP
Permit No.: FLA014669

CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certifies that this NOTICE OF PERMIT REVISION and all copies were mailed before the close of business on June 6, 2012 to the listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department clerk, receipt of which is hereby acknowledged.

Julio D. La Mesa

6/6/12

Clerk

Date

JMI/DLN/jl

Copy furnished to:

Richard Fox, RSFox@aquaamerica.com