

DEPOSIT

DATE

D791

JUN 10 1998

APPLICATION FOR ORIGINAL CERTIFICATE FOR A UTILITY IN EXISTENCE AND CHARGING RATES

ORIGINAL

(Pursuant to Section 367.045, Florida Statutes)

To: Director, Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

980731-WS

The undersigned hereby makes application for original certificate(s) to operate a water X and/or wastewater X utility in Charlotte County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of the applicant:

Hunter Creek Utilities LLC Name of utility

(941) 637-5757 Phone No. (941) 637-0302 Fax No.

1601 Hunter Creek Drive Office street address

Punta Gorda, FL 33982 City State Zip Code

Mailing address if different from street address

Internet address if applicable

B) The name, address and telephone number of the person to contact concerning this application:

John Leonette Name (941) 733-4114 Phone No.

902 Whispering Pines Street address

Bloomington, NY 12721 City State Zip Code

RECEIVED JUN 10 PM 12:11 MAIL ROOM

C) Indicate the organizational character of the applicant:  
(circle one)

Corporation      Partnership      Sole Proprietorship

Other Limited Liability Co.

(Specify)

D) If the applicant is a corporation, list names, titles and addresses of corporate officers, directors. (Use additional sheet if necessary).

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E) If the applicant is not a corporation, list names and addresses of all persons or entities owning an interest in the organization. (Use additional sheet if necessary.)

John Leonette - Manager/Member

12050 Kelly Greens Blvd. #133

Ft. Myers, FL 33908

Fred Esposito - Manager/ Member

741 Alexander Road

Princeton, NJ 08540

**PART II      SYSTEM INFORMATION**

**A)      WATER**

(1) Exhibit   A   - A statement describing the proposed types(s) of water service to be provided (i.e., potable, non-potable or both).

(2) Exhibit   B   - A schedule showing the number of customers currently being served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(3) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by the DEP to issue permits:

See attached

- (4) Indicate when the water utility system was established.

See attached

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- (5) Exhibit C - Evidence that the utility owns the land where the water facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

**B) WASTEWATER**

- (1) Exhibit D - A schedule showing the number of customers by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

- (2) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

See attached

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- (3) Indicate when the wastewater utility system was established.

See attached

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- (4) Exhibit E - Evidence that the utility owns the land where the wastewater facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

**PART III FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit F - A statement regarding the financial and technical ability of the applicant to continue to provide service.

- B) Exhibit G - A statement explaining how and why the applicant began providing water and/or wastewater service prior to obtaining a PSC certificate.

**PART IV RATES AND TARIFFS**

- A) Exhibit     H     - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit     I     - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. **Sample tariffs are enclosed with the application package.**

**PART V TERRITORY DESCRIPTION AND MAPS**

A) **TERRITORY DESCRIPTION**

Exhibit     J     - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility is currently serving. If the water and wastewater service territories are different, provide separate descriptions.

Exhibit     N/A     - If the applicant is requesting territory not serviced at the time of the application provide the following:

- (1) A statement showing the need for service in the proposed area.
- (2) A statement that, to the best of the applicant's knowledge, the provision of service in this territory will be consistent with the water and wastewater sections of the local comprehensive plan as approved by the Department of Community Affairs at the time the application is filed. Or, if not consistent, a statement demonstrating why granting the territory would be in the public interest.

B) **TERRITORY MAPS**

Exhibit     K     - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

C) **SYSTEM MAPS**

Exhibit   L   - One copy of detailed map(s) showing existing lines, facilities and the territory being served. **Additionally, any requested territory not served at the time of application shall be specifically identified.** Map(s) should be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

**PART VI** **NOTICE OF ACTUAL APPLICATION**

A) Exhibit   M   - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

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

Copies of the Notice and a list of entities noticed shall accompany the affidavit. **THIS MAY BE A LATE-FILED EXHIBIT**

- B) Exhibit   N   - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit   0   - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART VII FILING FEE**

Indicate the filing fee enclosed with the application:

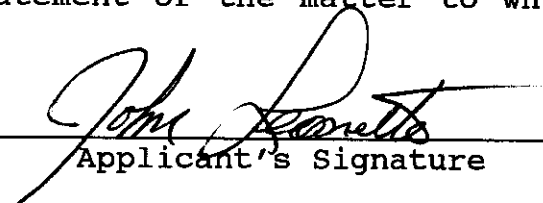
\$   750.00   (for water) and/or \$   750.00   (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

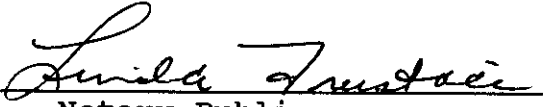
- (1) For applications in which the utility has the capacity to serve up to 500 ERC's, the filing fee shall be \$750.
- (2) For applications in which the utility has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be \$1,500.
- (3) For applications in which the utility has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be \$2,250.
- (4) For applications in which the utility has the capacity to serve more than 4,000 ERC's the filing fee shall be \$3,000.

**PART VIII AFFIDAVIT**

I John Leonette for Hunter Creek Utilities LLC (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY:   
Applicant's Signature  
Hunter Creek Utilities LLC  
Applicant's Name (Typed)  
Manager  
Applicant's Title \*

Subscribed and sworn to before me this 6  
of May 1998.

  
Notary Public

LINDA FRUSTACI  
Notary Public, State of New York  
No. 4949024  
Qualified in Orange County  
Commission Expires March 27, 1999

\* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

(Applicant) to  
of the State of West Virginia  
I hereby certify that the above named  
person is a resident of the State of West Virginia  
and is qualified to hold the office of  
Judge of the County of \_\_\_\_\_

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

ELINA FRISTAL  
Notary Public, State of New York  
No. 404052  
Qualified in Orange County  
Commission Expires March 27, 19\_\_



Location: At the northerly terminus of Palm Shores Blvd., some 3/4 mile west of Arcadia Road (U.S. 17),

Sale No.: C-48  
Charlotte County, Florida

TRANSACTION	<p>Grantor: Ernest E. MacLachlan and Zola M. MacLachlan</p> <p>Grantee: Rivers Edge, Inc.</p> <p>O.R. Book: 1135      Page: 247      Stamps: \$8,525</p> <p>Strap/Folio: 1-40-23</p> <p>Conditions of Sale: Arms Length</p> <p>Improvements Since Purchases: At time of sale, the property was partially improved as a mobile *</p> <p>Financing: A Purchase Money Mortgage for \$1,250,000 in favor of the sellers.</p> <p>Legal: Lengthy Legal (See Attached)</p>	<p>Consideration: <u>\$1,550,000</u></p> <p>Date: <u>December 14, 1990</u></p> <p>Unit Price: Per Ac.: <u>\$14,091</u> Per S.F.: _____ Per F.F.: _____ Per Unit: _____</p> <p>Instrument: <u>Warranty Deed</u></p> <p>Prepared By: <u>D. Olmsted</u></p>
	<p>Size: 110 Acres      Shape: Irregular (See Sketch)</p> <p>Dimensions: See Legal Description</p> <p>Street/Road: Hunters Creek Drive is two-lane paved with no other improvements.</p> <p>Zoning: MHC (Charlotte)      Zoning Title: Mobile Home Conventional</p> <p>Comp. Plan Designation: Low Density Residential</p> <p>Utilities: All utilities are available (See Remarks)</p> <p>Access: The site has access from the northerly terminus of Palm Shores Boulevard and the land is slightly above road grade.</p> <p>Topography: The site is level, partially cleared, with some internal roads and improvements constructed. (See Remarks)</p> <p>Other Features: A powerline easement encumbers the east property line and bisects the north portion of the site. This easement encumbers 14.00 acres. Also, the site has extensive frontage along Hunters Creek, which connects with the Peace River. The lakes comprise 3.5 acres.</p>	
REMARKS	<p>* home park. These improvements consisted of 14 mobile home sites, water and sewer station, and partially built internal roads. The seller obtained the property in foreclosure and resold the property to the buyer, River Edge, Inc.</p> <p>Additional Remarks (See Attached)</p>	

(Vacant Land Form)

**LEASE**

This agreement made this **1st day of May 1998**, between **Rivers Edge, Inc .**, whose address is 1601 Hunter Creek Drive, Punta Gorda, Florida 33982, hereinafter called Landlord, party of the first part, and **Hunter Creek Utilities LLC**, whose address is 1601 Hunter Creek Drive, Punta Gorda, Florida 33982, hereinafter called Tenant, party of the second part:

WITNESSETH, that the said Landlord does this day lease unto said Tenant, and said Tenant does hereby hire and take as Tenant under said Landlord the real property located in Charlotte County, Florida, described in Exhibit "A" and the building and other improvements located on the real property, ("premises"), and the appurtenant rights at all times. The term shall be for **99** years, commencing **May 1, 1998** and shall expire **April 30, 2097**, at and for the agreed total rental of \$1.00 per annum, payable monthly as rent for lease without demand at the address to which notices to Landlord are given. Tenant shall also pay to landlord applicable sales tax. Tenant agrees to purchase facility at a fair market price within two years.

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the Tenant:

1. Tenant shall operate the premises to serve the property described in Attachment "B" with water and sewer service pursuant to the terms of the Hunter Creek Village Deed Restrictions at OR Book 687, Page 1898, and the Prospectus for Rivers Edge Mobile Home Park.
2. Landlord hereby assigns all permits in hand which are necessary for the operation of the utility. Landlord and Tenant shall cooperate to maintain the validity of the necessary permits and to obtain such other permits as may be needed.
3. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and County Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term.

4. The Landlord, or any of his agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof.

5. Tenant hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said Landlord immediately upon demand any damage to water apparatus, or electric lights or any fixtures, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ or under the control of the Tenant.

6. It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury, which may be sustained by the said Tenant or other person or for any other damages or injury resulting from the carelessness, negligence, or improper conduct on the part of any other Tenant or agents, or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage.

7. This contract shall bind the Landlord and its assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be of the Tenant.

8. If the terms of this lease are not being adhered to, written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Tenant to comply with the terms of this contract.

9. The rights of the Landlord under the foregoing shall be cumulative, and failure on the part of the Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

10. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause. Tenant waives all claims against Landlord for damages to person or property arising for any reason.

11. Tenant shall hold Landlord harmless from all claims and causes and actions whatsoever arising out of any damage to any person or property occurring, in, on, or about the premises, except that Landlord shall be liable to Tenant for damage resulting from the acts or omissions of Landlord or his authorized representatives. A party's obligation under this paragraph to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

12. Tenant at its cost shall maintain public liability and property damage insurance with a single combined liability and property damage limits of \$1,000,000 with an umbrella policy of not less than \$1,000,000, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

All public liability insurance, and property damage insurance shall insure performance by Tenant of the indemnity provisions of paragraph 12 above.

All insurance policy shall be issued in the names of Landlord, Tenant, and Landlord's lender, as their interests appear.

13. Tenant at its cost shall maintain on all its personal property, tenant's improvements, an alterations in, or about the premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of their actual cash value. The proceeds from any such policy shall be used by Tenant for the replacement of personal property or the restoration of tenant's improvements or alterations.

In case this lease is terminated, the insurance policy, all rights under it, and the insurance proceeds shall be assigned to Landlord at Landlord's election.

14. Waiver. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.

The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Landlord, including, without limitations, the acceptance of the keys to the premises, shall constitute an acceptance of the surrender of the premises by Tenant before the expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the premises and accomplish a termination of the lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.


Any waiver by Landlord of any default must be in writing and shall not be waiver of any other default concerning the same or any other provision of the lease.

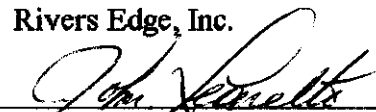
15. Maintenance. Tenant shall be responsible for all maintenance and repairs including but not limited to maintenance and repair of AC and Heating System, front doors, plumbing and electrical systems exterior maintenance of building, parking lot, lawn and shrubbery.

16. Upon the signing of this lease, Tenant shall pay to Landlord, in advance, rent from May 1, 1998 to April 30, 1999, together with rent from May 1, 1999 to April 30, 2000, plus sales tax of 6% on the rent.

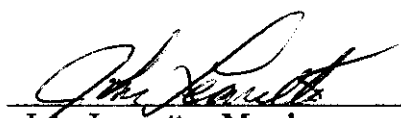
IN WITNESS WHEREOF, the parties hereto have hereunder executed this instrument for the purpose herein expressed, the day and year above written.


Signed, Sealed and delivered  
in the presence of

  
\_\_\_\_\_  
First Witness

Rivers Edge, Inc.  
  
\_\_\_\_\_  
John Leonette, President  
Landlord

  
\_\_\_\_\_  
Second Witness

Hunter Creek Utilities LLC  
  
\_\_\_\_\_  
John Leonette, Member  
Tenant

  
\_\_\_\_\_  
First Witness

  
\_\_\_\_\_  
Second Witness

State of NEW YORK  
County of ORANGE

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, John Leonette, President, Rivers Edge, Inc., a Florida corporation, Landlord, to me well known to be the said person described in or who supplied NYDL 488-961-121 as identification and who executed the foregoing Lease, and acknowledged before me that he executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at NY, ORANGE said County and State, this 9 day of June 1998.

LINDA FRUSTACI  
Notary Public, State of New York  
No. 4949024  
Qualified in Orange County  
Commission Expires March 27, 1999  
My commission expires:

Linda Frustaci  
Notary Public  
(Affix seal)

State of NEW YORK  
County of ORANGE

I HEREBY CERTIFY, that on this day personally appeared before me, a member duly authorized to administer oaths and take acknowledgments, John Leonette, a member of Hunter Creek Utilities LLC, a Florida limited liability company, Tenants, to me well known to be the said person described in or who produced NYDL 488-961-121 as identification and who executed the foregoing Lease, and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at ORANGE, N.Y. said County and State, this 9 day of June 1998.

My commission expires:

LINDA FRUSTACI  
Notary Public, State of New York  
No. 4949024  
Qualified in Orange County  
Commission Expires March 27, 1999

Linda Frustaci  
Notary Public  
(Affix seal)

WATER TARIFF

Hunter Creek Utilities, LLC  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

Hunter Creek Utilities, LLC  
NAME OF COMPANY

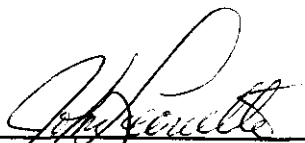
1601 Hunter Creek Drive

Punta Gorda, FL 33982

(ADDRESS OF COMPANY)

941-637-5757 / 941-490-3561  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

  
ISSUING OFFICER  
Manager  
TITLE

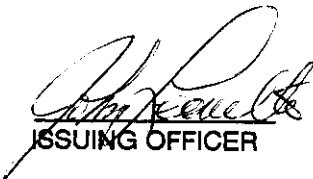


NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

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ISSUING OFFICER

Manager  
TITLE

NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Charlotte

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

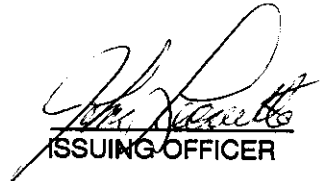
Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

  
ISSUING OFFICER  
Manager  
TITLE

NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

County of Charlotte

Section/Town/Range            12/40S/23E

Hunter Creek Village Phase I AKA Rivers Edge and Hunter Creek Phases II and III



ISSUING OFFICER

Manager  
TITLE

NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 'BFC' - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 'CERTIFICATE' - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 'COMMISSION' - "Commission" refers to the Florida Public Service Commission.
- 4.0 'COMMUNITIES SERVED' - The group of customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 'COMPANY' -
- 6.0 'CUSTOMER' - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 'CUSTOMER'S INSTALLATION' - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 8.0 'MAIN' - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 'POINT OF DELIVERY' - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 10.0 'RATE' - Amount which the utility may charge for water service which is applied to the customer's actual consumption.
- 11.0 'RATE SCHEDULE' - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

  
ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 **"SERVICE"** - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 **"SERVICE LINES"** - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 **"TERRITORY"** - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

  
ISSUING OFFICER

Manager

TITLE


NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

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ISSUING OFFICER  
 Manager  


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 TITLE

NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

(Continued from Sheet No. 6.0)

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ISSUING OFFICER  
Manager  
TITLE

NAME OF COMPANY Hunter Creek Utilities

WATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

The Company shall provide water service to all customers requiring such service within its certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.


4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

In no case shall a customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

  
ISSUING OFFICER  
Manager  
TITLE



NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

(Continued from Sheet No. 7.0)

8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service.

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.


9.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

  
ISSUING OFFICER  
Manager  
TITLE

NAME OF COMPANY Hunter Creek Utilities, LLC

## WATER TARIFF

(Continued from Sheet No. ~~8.0~~ 7.0)

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

- 13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 15.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the utility shall bill the customer the base facility charge regardless of whether there is any usage.

- 16.0 DELINQUENT BILLS - When it has been determined that a customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 18.0 TERMINATION OF SERVICE - When a customer wishes to terminate service on any premises where water service is supplied by the Company with water service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.



ISSUING OFFICER

Manager

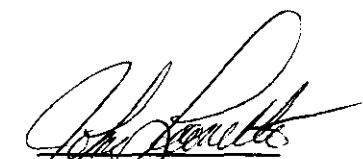
TITLE

NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

(Continued from Sheet No. ~~8.0~~ 8.0)

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

  
 ISSUING OFFICER  
 Manager

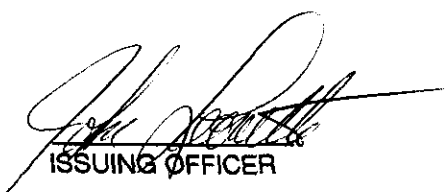
TITLE

NAME OF COMPANY Hunter Creek Utilites, LLC

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
<del>Customer Deposits xxxxxxxxxxxxxxxx</del>	<del>14.0</del> xxx
<del>General Service, GS xxxxxxxxxxxxxxxx</del>	<del>12.0</del> xxx
Meter Test Deposit .....	<del>15.0</del> 12.0
Miscellaneous Service Charges .....	<del>16.0</del> 13.0
Residential Service, RS .....	<del>13.0</del> 11.0
Service Availability Fees and Charges .....	17.0

  
ISSUING OFFICER  
Manager  
TITLE

NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE -


*see attached sheet no. 11.1*

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

  
ISSUING OFFICER  
Manager  
TITLE

HUNTER CREEK VILLAGE, LTD.  
910 KINGS HIGHWAY  
LAKE SUZY, FLA 33821

WATER/SEWER RATES  
Effective Date - January, 1982

WATER USAGE CHARGE - Per 1000 gallons or any portion thereof:

BASE RATE	10.50
0 - 5000 GALLONS	3.25
5001 - 8000 GALLONS	4.88
OVER 8000 GALLONS	7.32
METER INSTALLATION FEE	150.00

SEWER USAGE CHARGE - Per 1000 Gallons or any portion thereof:

BASE RATE	6.50
0 - 10000 GALLONS	2.50
MAXIMUM SEWER BILL PER MONTH	31.50

DISCONNECT OR RECONNECT CHARGE FOR WATER OR SEWER 25.00

TELEVISION CABLE CHARGE PER MONTH (1 OUTLET)	7.50
EXTRA OUTLETS	1.50 ea
INSTALLATION CHARGE (1 OUTLET)	30.00
EXTRA OUTLETS AT TIME OF FIRST INSTALLATION	15.00

TELEVISION DISCONNECT OR RECONNECT CHARGE 20.00

NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

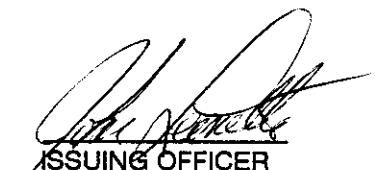
PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>25.00</u>
Normal Reconnection Fee	\$ <u>25.00</u>
Violation Reconnection Fee	\$ <u>25.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>25.00</u>

EFFECTIVE DATE -

TYPE OF FILING -

  
ISSUING OFFICER  
 Manager  
 \_\_\_\_\_  
 TITLE

NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

METER TEST DEPOSITS

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


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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

  
ISSUING OFFICER  
Manager

\_\_\_\_\_  
TITLE




NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION .....	21.0
APPLICATION FOR WATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	22.0
<del>CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....</del>	<del>19.0</del>

  
ISSUING OFFICER  
Manager  
TITLE

NAME OF COMPANY Hunter Creek Utilities, LLC

WATER TARIFF

APPLICATION FOR WATER SERVICE

See Attached Application



ISSUING OFFICER

Manager

TITLE

**Sample Application Form**

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City

StateZip

Service Address \_\_\_\_\_

City

StateZip

Date service should begin \_\_\_\_\_


Service requested: Water \_\_\_\_ Wastewater \_\_\_\_ Both \_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
 ISSUING OFFICER  
 \_\_\_\_\_  
 Manager  
 \_\_\_\_\_  
 TITLE

NAME OF COMPANY Hunter Creek Utilities

WATER TARIFF

COPY OF CUSTOMER'S BILL

See attached bill



ISSUING OFFICER

Manager

TITLE

Rivers Edge Property Homeowners Assoc., Inc.

Water & Sewer Bill

04/30/98

Name \_\_\_\_\_

Account Number \_\_\_\_\_

Current Reading \_\_\_\_\_

Last Reading \_\_\_\_\_

Gal. used(x1000) \_\_\_\_\_

Water

Base Rate: \$ 10.50

Usage: \_\_\_\_\_

Sewer

Base Rate: \$ 6.50

Usage: \_\_\_\_\_

Current Balance: \_\_\_\_\_

PAST DUE: \_\_\_\_\_

TOTAL DUE: \$ \_\_\_\_\_  
=====

Billing Period 04/02/98 TO 04/30/98

Rates will remain the same until we hear from the Public Utilities Commission

DEPOSIT

DATE

D791

JUN 10 1998

APPLICATION FOR ORIGINAL CERTIFICATE FOR A UTILITY IN EXISTENCE AND CHARGING RATES

(Pursuant to Section 367.045, Florida Statutes)

To: Director, Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

The undersigned hereby makes application for original certificate(s) to operate a water X and/or wastewater X utility in Charlotte County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of the applicant:

Hunter Creek Utilities LLC Name of utility

(941) 637-5757 (941) 637-0302 Phone No. Fax No.

1601 Hunter Creek Drive Office street address

Punta Gorda, FL 33982 City State Zip Code

Mailing address if different from street address

Internet address if applicable

RECEIVED JUN 10 PM 12:11 MAIL ROOM DOCUMENT NUMBER - DATA SERVICE COMMISSION 1719

RIVERS EDGE INC. 1601 HUNTER CREEK DR. PUNTA GORDA, FL 33982 (941) 637-5757

NationsBank OF FLORIDA

CHECK NO. 006066

fifteen hundred and 00/100 PAY TO THE ORDER OF: Florida Public Service Commission

DATE 6-8-98

AMOUNT \$1500.00

Patricia Edmonette AUTHORIZED SIGNATURE

Application

Security Features included. Details on back.