#### FILED AUG 02, 2013 DOCUMENT NO. 04438-13 FPSC - COMMISSION CLERK

### North Peninsula Utilities Corp.

DOCKET NO. 130209-SU

Ormond Beach, FL 32175 386-677-7847 phone 386-677-8146 fax developershw@gmail.com

July 25, 2013

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

AUG -I PH 2: S

- RE: North Peninsula Utilities Corp. (NPUC) Application for Wastewater
  - 1.) Expansion of certificate (CIAC) (New Wastewater Line Extension Charge)
  - Flat Rate adjustment of 3% per year for years starting 4/1 of 2015, 2016, 2017, 2018, 2019.

Dear Commission Clerk,

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NPUC is the only FPSC certified wastewater utility in the North Peninsula area of Volusia County. Twenty-four ocean side small package plants serve the area as well as several commercial and residential septic tanks.

Many entities have approached NPUC for service from the existing available capacity in our wastewater treatment plant. We have committed to serve at least 200 and potentially 411 units subject to this FPSC approval of (1) an expanded service area, (2) a new wastewater force main transmission line charge and (3) minor yearly rate adjustments to recover necessary costs. There are a total of 907 units which have shown interest. NPUC will waive plant capacity charges for these problem projects.

Also, we have discussed this project in detail with Volusia County over the past 18 months since they have shown interest in participating.

We have met with the Central Florida office of FDEP to discuss the project. This project will cost-effectively eliminate inefficient small ocean side package plants, polluting commercial and residential septic tanks and further the betterment of the environment on the North Peninsula. The FDEP has verbally encouraged NPUC to Page 2

further environmental protection in this costal area. We have discussed our approval and FDEP will consider an application to accomplish the above following FPSC providing NPUC the expanded service area.

We appreciate the cooperation and assistance of the professionals involved and look forward to a successful project.

Sincerely,

Mr. Tyree F. Wilson, Jr. President North Peninsula Utilities Corp.

~ Attachments

#### FLORIDA PUBLIC SERVICE COMMISSION

#### INSTRUCTIONS FOR COMPLETING APPLICATION FOR AMENDMENT OF CERTIFICATE (EXTENSION OR DELETION)

#### (Section 367.045, Florida Statutes)

#### **General Information**

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The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Economic Regulation, Bureau of Certification, Economics and Tariffs (850) 413-6900.

#### Instructions

- 1. Fill out the attached application form completely and accurately.
- 2. Complete all the items that apply to your utility. If an item is not applicable, please mark it "N.A." Do not leave any items blank.
- 3. Notarize the completed application form.
- 4. Remit the proper filing fee pursuant to Rule 25-30.020, Florida Administrative Code, with the application.
- 5. Return the utility's Certificate(s) along with the application for amendment.
- 6. The **original and five copies** of the completed application and attached exhibits; **one copy** of each territory and system map; the **original and two copies** of proposed tariff sheets; the proper filing fee; and the utility's certificate(s) should be mailed to:

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

#### APPLICATION FOR AMENDMENT OF CERTIFICATE (EXTENSION OR DELETION) (Pursuant to Section 367.045, Florida Statutes)

#### To: Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

The undersigned hereby makes application for amendment of Water Certificate No. \_\_\_\_\_\_ and/or Wastewater Certificate No. 249-S to add (add or delete) territory located in <u>Volusia</u> 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:

North Peninsula Utilities C	orp.	
Name of utility		
(386)677-7847		(386) 677-8146
Phone No.		Fax No.
115 E. Granada Blvd. Suite	12	
Office street address		
Ormond Beach	FL	32176
City	State	Zip Code
Mailing address if differ developershw@gmail.com		
Internet address if applie	cable	
<ul> <li>B) The name, addre application:</li> </ul>	ess and telephone number	r of the person to contact concerning this
Robert L. Hillman		(386)677-7847
Name		Phone No.
115 E. Granada Blvd. Suite	12	
Street address		
Ormond Beach	FL	32176

State

Zip Code

City

#### PART II NEED FOR SERVICE

- A) Exhibit <u>Composite A</u> If the applicant is requesting an extension of territory, a statement regarding the need for service in the proposed territory, such as anticipated development in the proposed service area.
- B) Exhibit N/A If the applicant is requesting a deletion of territory, a statement specifying the reasons for the proposed deletion, demonstrating that it is in the public interest and explaining the effect of the proposed deletion on the ability of any customer, or potential customer, to receive water and/or wastewater service, including alternative source(s) of service.
- C) Exhibit <u>N/A</u> A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs, or, if not, a statement demonstrating why granting the amendment would be in the public interest.

#### PART III SYSTEM INFORMATION

#### A) <u>WATER</u>

- (1) Exhibit <u>N/A</u> A statement describing the proposed type(s) of water service to be provided by the extension (i.e., potable, nonpotable or both).
- (2) Exhibit <u>N/A</u> A statement describing the capacity of the existing lines, the capacity of the existing treatment facilities, and the design capacity of the proposed extension.
- (3) Exhibit <u>N/A</u> The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.
- (4) Exhibit <u>N/A</u> A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (5) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted. <u>N/A</u>

(6) Exhibit <u>B-4</u> - Evidence the utility owns the land where the water facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

#### B) **WASTEWATER**

- (1) Exhibit <u>B-1</u> A statement describing the capacity of the existing lines, the capacity of the existing treatment and disposal facilities, and the design capacity of the proposed extension.
- (2) Exhibit <u>N/A</u> The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.
- (3) Exhibit <u>N/A</u> If the utility is planning to build a new wastewater treatment plant, or upgrade an existing plant to serve the proposed territory, provide a written description of the proposed method(s) of effluent disposal.
- (4) Exhibit <u>B-2</u> If (3) above does not include effluent disposal by means of reuse, provide a statement that describes with particularity the reasons for not using reuse.
- (5) Exhibit <u>B-3</u> A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (6) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted. <u>N/A</u>
- (7) Exhibit <u>B-4</u> Evidence the utility owns the land where the wastewater facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

#### PART IV FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit <u>C-1</u> A statement as to the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service.
- B) Exhibit <u>C-2</u> A detailed statement regarding the proposed method of financing the construction, and the projected impact on the utility's capital structure.
- C) Provide the number of the most recent Commission order establishing or amending the applicant's rates and charges. <u>N/A</u>
- D) Exhibit <u>C-3</u> A statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.

#### PART V TERRITORY DESCRIPTION AND MAPS

#### A) **<u>TERRITORY DESCRIPTION</u>**

Exhibit <u>B-1-2 on Table 1-2 on Page 4</u> - An accurate description of the territory proposed to be added, using township, range and section references as specified in Rule 25- 30.030(2), F.A.C. If the water and wastewater territory is different, provide separate descriptions.

#### B) **TERRITORY MAPS**

Exhibit <u>B-1-2 with Appendix B – Maps B-1 through B-7 and Table 1-2 on page 4</u> - 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 to be added or deleted is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

#### C) <u>SYSTEM MAPS</u>

Exhibit <u>B-1-2 shown on Figure 2-1</u> - One copy of detailed map(s) showing proposed lines and facilities and the territory proposed to be served. Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory proposed to be served. Provide separate maps for water and wastewater systems.

#### PART VI NOTICE OF ACTUAL APPLICATION

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- A) Exhibit to be performed after FPSC required notification listing 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 are located within the county in which 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 that hold a certificate granted by the Commission;
  - (4) the regional planning council;
  - (5) the Office of Public Counsel;
  - (6) the Public Service Commission's Office of Commission Clerk;
  - (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 <u>N/A</u> 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. <u>THIS MAY BE A LATE-FILED EXHIBIT.</u>
- C) Exhibit <u>N/ A</u> 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. <u>THIS MAY BE A LATE-FILED EXHIBIT.</u>

#### PART VII FILING FEE

Indicate the filing fee enclosed with the application:

<u>\$ N/A</u> (for water) and/or <u>\$1,000</u> (for wastewater). Expanded Certificate Area plus \$1,000 for Rate Change Consideration. Totalling \$2,**2**00.

<u>Note</u>: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee is as follows:

- (1) For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERCs, the filing fee shall be **\$100**.
- (2) For applications in which the area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, the filing fee shall be **\$200**.
- (3) For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, the filing fee shall be **\$500**.
- (4) For applications in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, the filing fee shall be **\$1,000**.
- (5) For applications in which the area to be extended or deleted has the proposed capacity to serve from 2,001 to 4,000 ERCs, the filing fee shall be \$1,750.
- (6) For applications in which the area to be extended or deleted has the proposed capacity to serve more than 4,000 ERCs, the filing fee shall be **\$2,250**.

#### PART VIII TARIFF AND ANNUAL REPORTS

- A) Exhibit <u>D</u> An affidavit that the utility has tariffs and annual reports on file with the Commission.
- B) Exhibit <u>N/A</u> The original and two copies of proposed revisions to the utility's tariff(s) to incorporate the proposed change to the certificated territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (The rules and sample tariff sheets are attached.)

\* Other than (1.) rate adjustments (2.) transmission main extension charge

#### PART IX AFFIDAVIT

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I <u>Robert L. Hillman</u> (applicant) do solemnly swear or affirm that the facts stated in the forgoing 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 Signat	ture		
Robert L-Hillm Applicant's Name			
Vice Presic Applicant's Title *			
Subscribed and sworn to before me this <u>29</u> day in the month of	July		
in the year of 2013 by who is personal	ly known to me		
or produced identification Type of Identification Produced			
Notary Public's Si	gnature		
ELIZABETH HILLMAN Commission # EE 170175 Expires February 16, 2016 Bonded Thru Trey Fain Insurance 800-385-7019 Name of Notary Pr			

\* 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.

#### FLORIDA PUBLIC SERVICE COMMISSION

#### INSTRUCTIONS FOR PREPARATION OF TERRITORY DESCRIPTION AND MAP

An accurate description of the territory served or proposed to be served is essential. The noticing requirement in Rule 25-30, Florida Administrative Code, and the territory description requirement for each of the certification applications require the territory to be described using township, range and land sections. Failure to use the required format <u>will</u> cause your application to be delayed and may result in your having to renotice. The following information is provided to assist you in preparing a correct legal description and plotting that territory on the service territory map.

#### **TERRITORY DESCRIPTION**

The territory description must contain the following:

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- 1) A reference to a township(s), range(s), land section(s) and county.
- 2) A complete and accurate description of the territory served or proposed to be served. There are two acceptable formats which may be used.
  - a) Sections If the territory includes complete sections, the description may only include the township, range, and section reference. If the territory includes partial sections, the description shall either identify the subsections included or excluded.
  - b) Metes and Bounds A point of beginning which is referenced from either a section corner or a subsection corner, such as a quarter corner. The perimeter shall be described by traversing the proposed territory and closing at the point of beginning. Also, the description shall include all bearings and distances necessary to provide a continuous description.
- 3) References to interstates, state roads, and major bodies of water are acceptable.
- 4) References to government lots, local streets, recorded plats or lots, tracts, or other recorded instruments are <u>not</u> acceptable.

Acceptable territory description formats are shown in the attached Examples 1 and 2.

Territory maps are required in the Florida Administrative Code rules related to applications for original certificates, amendments, grandfather certificates, and in transfers to a governmental agency where only a portion of the territory is transferred. The map is used by staff to verify the location of the existing or proposed territory. The territory maps should not be confused with the system depiction map which is used to locate existing or proposed service lines and facilities.

#### Attachments

- A-1 = Map (updated to new service area)
- A-2 = Letters requesting service
- A-3 = NPUC letters to potential customers with estimates
- A-4 = Proposed standard developer's agreement
- A-5 = Potential NPUC Multi-unit customers listed (updated)

#### Exhibit A Need for Service

Attached find the letters requesting service reflecting from the oceanside package wastewater treatment plants. Exhibit A-1 is the map showing the existing certified area and the proposed expanded service area. Composite Exhibit A-2 is the letters requesting service from NPUC. Composite Exhibit A-3 are the cost estimates for those letters received. Composite Exhibit A-4 are the proposed standard agreements for the projects shown.

Note that Volusia County owns five (5) oceanside package wastewater treatment plants as listed on Exhibit A-5. There are twenty-four (24) package plants which are within the proposed expansion area. Many have either requested service are discussing service or are investigating service from NPUC. The timing of each project connecting to NPUC is varied and dependent upon FPSC approval. There are numerous commercial septic tanks along A-1-A (Ocean Shore Blvd.) which are desirous of connection, yet await FPSC approval and the construction activity. Finally, certain residential developments have central sewer in-place, but no service available and are served with temporary septic tanks. Other residential developments have certain septic tank failures with no alternative than a new septic system.

NPUC has been discussing the potential connection of the Volusia County 5 systems to NPUC for approximately 18 months. Various options for service have been evaluated. The County has commissioned at least two (2) studies to make a recommendation to the Board of County Commissioners. The County Utility Staff have been supportive of the NPUC program. Presently, the County is losing money operating the five (5) isolated remote package plants which were required to be donated to them.

NPUC is the only FPSC certified wastewater utility in the area.

This area is North of the City of Ormond Beach wastewater facilities. Presently, Ormond Beach charges County Customers 150% of the in-side city rate.

Atlantic 22 Condominium Association, Inc. 2390 Ocean Shore Blvd Ormond Beach, Florida 32176 386-441-0320

North Peninsula Utilities Corp. P O Box 2803 Ormond Beach, Florida 32175

**RE:** Request for Availability of Wastewater Service

Dear NPUC,

Our Association is interested in info on the availability of wastewater service for our 22 unit condominium. Our on sight treatment facility is aging and substantial repairs or replacement could be necessary in the near future.

Please advise if North Peninsula Utilities Corp. would have the capacity and desire to provide central wastewater service to our community at this time.

Debbie Greenest

Debbie Kreinest, LCAM

Villa Sereno Condominium Association, Inc. 2750 Ocean Shore Blvd Ormond Beach, Florida 32176 386-441-0320

North Peninsula Utilities Corp. P O Box 2803 Ormond Beach, Florida 32175

**RE:** Request for Availability of Wastewater Service

Dear NPUC,

Our Association is interested in info on the availability of wastewater service for our 38 unit condominium. Our on sight treatment facility is aging and substantial repairs or replacement could be necessary in the near future.

Please advise if North Peninsula Utilities Corp. would have the capacity and desire to provide central wastewater service to our community at this time.

Deblie Francest

Debbie Kreinest, LCAM

Court of Palms Condominium Association, Inc. 2780-2790 Ocean Shore Blvd Ormond Beach, Florida 32176 386-441-0320

North Peninsula Utilities Corp. P O Box 2803 Ormond Beach, Florida 32175

RE: Request for Availability of Wastewater Service

Dear NPUC,

Our Association is interested in info on the availability of wastewater service for our 20 unit condominium. Our on sight treatment facility is aging and substantial repairs or replacement could be necessary in the near future.

Please advise if North Peninsula Utilities Corp. would have the capacity and desire to provide central wastewater service to our community at this time.

Sincerely, Delibie Kreinist

Debbie Kreinest, LCAM

Madeira Villa South Condominium Association, Inc. 2820 Ocean Shore Blvd Ormond Beach, Florida 32176 386-441-0320

North Peninsula Utilities Corp. P O Box 2803 Ormond Beach, Florida 32175

RE: Request for Availability of Wastewater Service

Dear NPUC,

Our Association is interested in info on the availability of wastewater service for our 14 unit condominium. Our on sight treatment facility is aging and substantial repairs or replacement could be necessary in the near future.

Please advise if North Peninsula Utilities Corp. would have the capacity and desire to provide central wastewater service to our community at this time.

Reblin Kreinest

Debbie Kreinest, LCAM

Madeira Villa North Condominium Association, Inc. 2820 Ocean Shore Blvd Ormond Beach, Florida 32176 386-441-0320

North Peninsula Utilities Corp. P O Box 2803 Ormond Beach, Florida 32175

**RE:** Request for Availability of Wastewater Service

Dear NPUC,

Our Association is interested in info on the availability of wastewater service for our 32 unit condominium. Our on sight treatment facility is aging and substantial repairs or replacement could be necessary in the near future.

Please advise if North Peninsula Utilities Corp. would have the capacity and desire to provide central wastewater service to our community at this time.

Debbie Kreinest, LCAM

Mariners Bay Condominium Association, Inc. 2850 Ocean Shore Blvd Ormond Beach, Florida 32176 386-441-0320

North Peninsula Utilities Corp. P O Box 2803 Ormond Beach, Florida 32175

RE: Request for Availability of Wastewater Service

Dear NPUC,

Our Association is interested in info on the availability of wastewater service for our 26 unit condominium. Our on sight treatment facility is aging and substantial repairs or replacement could be necessary in the near future.

Please advise if North Peninsula Utilities Corp. would have the capacity and desire to provide central wastewater service to our community at this time.

Debbie Kreinest, L

Leeward Winds Condominium Association, Inc. 2860 Ocean Shore Blvd Ormond Beach, Florida 32176 386-441-0320

North Peninsula Utilities Corp. P O Box 2803 Ormond Beach, Florida 32175

RE: Request for Availability of Wastewater Service

Dear NPUC,

Our Association is interested in info on the availability of wastewater service for our 40 unit condominium. Our on sight treatment facility is aging and substantial repairs or replacement could be necessary in the near future.

Please advise if North Peninsula Utilities Corp. would have the capacity and desire to provide central wastewater service to our community at this time.

Delibie Kreinest

Debbie Kreinest, LCAM

## North Peninsula Utilities Corp.

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P.O. Box 2803 Ormond Beach, FL 32175 386-677-7847 phone 386-677-8146 fax developershw@gmail.com

April 24, 2013

Mrs. Debbie Kreinest, LCAM c/o Atlantic 22 Condominium Association, Inc. 2860 Ocean Shore Blvd. Ormond Beach, FL 32176

RE: Response to Request for Wastewater

Dear Mrs. Kreinest,

We have received Atlantic 22 request for service and are committing 22 ERC's for the 22 units to your Association. This commitment is without cost. The NPUC wastewater capacity fees will be waived for your Association. This commitment is valid for one (1) year from the date shown above. Within that period Atlantic 22 must enter into a customer agreement with NPUC for permanent wastewater service.

This commitment is subject to the:

- a.) FPSC approval of the customer agreement and expansion of the NPUC wastewater service area and
- b.) No objection to (a.) above by Volusia Country, and
- c.) Payment by Atlantic 22 for items estimated within this letter by Atlantic 22 within the one (1) year period.

You requested our conceptual cost estimate for service to Atlantic 22. The amounts shown are planning/ conceptual values; NPUC will provide actual costs (which are the responsibility of the customer) to Atlantic 22 as the construction progresses. The planning/ conceptual cost payment will be tuned-up to the actual cost and if any overpayment or underpayment occurs NPUC will either refund or bill Atlantic 22 at that time. Payment is due within 30 days.

Conceptual Cost Estimate For Atlantic 22 Connection:

- (1) Your proportion of the new North Peninsula Force Main @ 22 ERC's/ 1,200ERC's x \$600,000 = \$11,000
- (2) Connection from Atlantic 22 pumping station to force Main approx. \$5,000

- Page 2
  - (3) Replacing pumps and motors and control panel at Atlantic 22 pump station approx. \$10,000
  - (4) Decommissioning the Atlantic 22 Wastewater package plant and disposal system with permitting approx. \$11,000

The total planning estimate is \$37,000.

Under separate cover we will forward our customer agreement.

If you have any questions or wish to discuss this activity do not hesitate to call.

Sincerely,

Robert L. Hillman

North Peninsula Utilities Corp.

CC: Gerald C. Hartman, P.E.

### North Peninsula Utilities Corp.

P.O. Box 2803 Ormond Beach, FL 32175 386-677-7847 phone 386-677-8146 fax developershw@gmail.com

April 24, 2013

Mrs. Debbie Kreinest, LCAM c/o Madeira Villa South Condominium Association, Inc. 2860 Ocean Shore Blvd. Ormond Beach, FL 32176

RE: Response to Request for Wastewater

Dear Mrs. Kreinest,

We have received Madeira Villa South request for service and are committing 14 ERC's for the 14 units to your Association. This commitment is without cost. The NPUC wastewater capacity fees will be waived for your Association. This commitment is valid for one (1) year from the date shown above. Within that period Madeira Villa South must enter into a customer agreement with NPUC for permanent wastewater service.

This commitment is subject to the:

- a.) FPSC approval of the customer agreement and expansion of the NPUC wastewater service area and
- b.) No objection to (a.) above by Volusia Country, and
- c.) Payment by Madeira Villa South for items estimated within this letter by Madeira Villa South within the one (1) year period.

You requested our conceptual cost estimate for service to Madeira Villa South. The amounts shown are planning/ conceptual values; NPUC will provide actual costs (which are the responsibility of the customer) to Madeira Villa South as the construction progresses. The planning/ conceptual cost payment will be tuned-up to the actual cost and if any overpayment or underpayment occurs NPUC will either refund or bill Madeira Villa South at that time. Payment is due within 30 days.

Conceptual Cost Estimate For Madeira Villa South Connection:

- (1) Your proportion of the new North Peninsula Force Main @ 14 ERC's/ 1,200ERC's x \$600,000 = \$7,000
- (2) Connection from Madeira Villa South pumping station to force Main approx. \$4,000

Page 2

- (3) Replacing pumps and motors and control panel at Madeira Villa South pump station approx. \$10,000
- (4) Decommissioning the Madeira Villa South Wastewater package plant and disposal system with permitting approx. \$11,000

The total planning estimate is \$32,000.

Under separate cover we will forward our customer agreement.

If you have any questions or wish to discuss this activity do not hesitate to call.

Sincerely,

Robert L. Hillman

North Peninsula Utilities Corp.

CC: Gerald C. Hartman, P.E.

# North Peninsula Utilities Corp.

P.O. Box 2803 Ormond Beach, FL 32175 386-677-7847 phone 386-677-8146 fax developershw@gmail.com

April 24, 2013

Mrs. Debbie Kreinest, LCAM c/o Madeira Villa North Condominium Association, Inc. 2820 Ocean Shore Blvd. Ormond Beach, FL 32176

RE: Response to Request for Wastewater

Dear Mrs. Kreinest,

We have received Madeira Villa North request for service and are committing 32 ERC's for the 32 units to your Association. This commitment is without cost. The NPUC wastewater capacity fees will be waived for your Association. This commitment is valid for one (1) year from the date shown above. Within that period Madeira Villa North must enter into a customer agreement with NPUC for permanent wastewater service.

This commitment is subject to the:

- a.) FPSC approval of the customer agreement and expansion of the NPUC wastewater service area and
- b.) No objection to (a.) above by Volusia Country, and
- c.) Payment by Madeira Villa North for items estimated within this letter by Madeira Villa North within the one (1) year period.

You requested our conceptual cost estimate for service to Madeira Villa North. The amounts shown are planning/ conceptual values; NPUC will provide actual costs (which are the responsibility of the customer) to Madeira Villa North as the construction progresses. The planning/ conceptual cost payment will be tuned-up to the actual cost and if any overpayment or underpayment occurs NPUC will either refund or bill Madeira Villa North at that time. Payment is due within 30 days.

Conceptual Cost Estimate For Madeira Villa North Connection:

- (1) Your proportion of the new North Peninsula Force Main @ 32 ERC's /1,200ERC's x \$600,000 = \$16,000
- (2) Connection from Madeira Villa North pumping station to force Main approx. \$7,000

- Page 2
  - (3) Replacing pumps and motors and control panel at Madeira Villa North pump station approx. \$14,000
  - (4) Decommissioning the Madeira Villa North Wastewater package plant and disposal system with permitting approx. \$16,000

The total planning estimate is \$53,000.

Under separate cover we will forward our customer agreement.

If you have any questions or wish to discuss this activity do not hesitate to call.

Sincerely,

Robert L. Hillman North Peninsula Utilities Corp.

CC: Gerald C. Hartman, P.E.

### North Peninsula Utilities Corp.

P.O. Box 2803 Ormond Beach, FL 32175 386-677-7847 phone 386-677-8146 fax developershw@gmail.com

#### April 24, 2013

Mrs. Debbie Kreinest, LCAM c/o Leeward Winds Condominium Association, Inc. 2860 Ocean Shore Blvd. Ormond Beach, FL 32176

RE: Response to Request for Wastewater

#### Dear Mrs. Kreinest,

We have received Leeward Winds request for service and are committing 40 ERC's for the 40 units to your Association. This commitment is without cost. The NPUC wastewater capacity fees will be waived for your Association. This commitment is valid for one (1) year from the date shown above. Within that period Leeward Winds must enter into a customer agreement with NPUC for permanent wastewater service.

This commitment is subject to the:

- a.) FPSC approval of the customer agreement and expansion of the NPUC wastewater service area and
- b.) No objection to (a.) above by Volusia Country, and
- c.) Payment by Leeward Winds for items estimated within this letter by Leeward Winds within the one (1) year period.

You requested our conceptual cost estimate for service to Leeward Winds. The amounts shown are planning/ conceptual values; NPUC will provide actual costs (which are the responsibility of the customer) to Leeward Winds as the construction progresses. The planning/ conceptual cost payment will be tuned-up to the actual cost and if any overpayment or underpayment occurs NPUC will either refund or bill Leeward Winds at that time. Payment is due within 30 days.

Conceptual Cost Estimate For Leeward Winds Connection:

- (1) Your proportion of the new North Peninsula Force Main @ 40 ERC's/ 1,200ERC's x \$600,000 = \$20,000
- (2) Connection from Villa Sereno pumping station to force Main approx. \$7,000

- Page 2
  - (3) Replacing pumps and motors and control panel at Leeward Winds pump station approx. \$15,000
  - (4) Decommissioning the Leeward Winds Wastewater package plant and disposal system with permitting approx. \$18,000

The total planning estimate is \$60,000.

Under separate cover we will forward our customer agreement.

If you have any questions or wish to discuss this activity do not hesitate to call.

Sincerely,

Robert L. Hillman North Peninsula Utilities Corp.

CC: Gerald C. Hartman, P.E.

### North Peninsula Utilities Corp.

P.O. Box 2803 Ormond Beach, FL 32175 386-677-7847 phone 386-677-8146 fax developershw@gmail.com

#### April 24, 2013

Mrs. Debbie Kreinest, LCAM c/o Court of Palms Condominium Association, Inc. 2780-2790 Ocean Shore Blvd. Ormond Beach, FL 32176

RE: Response to Request for Wastewater

#### Dear Mrs. Kreinest,

We have received Court of Palms request for service and are committing 20 ERC's for the 20 units to your Association. This commitment is without cost. The NPUC wastewater capacity fees will be waived for your Association. This commitment is valid for one (1) year from the date shown above. Within that period Court of Palms must enter into a customer agreement with NPUC for permanent wastewater service.

This commitment is subject to the:

- a.) FPSC approval of the customer agreement and expansion of the NPUC wastewater service area and
- b.) No objection to (a.) above by Volusia Country, and
- c.) Payment by Court of Palms for items estimated within this letter by Court of Palms within the one (1) year period.

You requested our conceptual cost estimate for service to Court of Palms. The amounts shown are planning/ conceptual values; NPUC will provide actual costs (which are the responsibility of the customer) to Court of Palms as the construction progresses. The planning/ conceptual cost payment will be tuned-up to the actual cost and if any overpayment or underpayment occurs NPUC will either refund or bill Court of Palms at that time. Payment is due within 30 days.

Conceptual Cost Estimate For Court of Palms Connection:

- (1) Your proportion of the new North Peninsula Force Main @ 20 ERC's /1,200ERC's x \$600,000 = \$10,000
- (2) Connection from Court of Palms pumping station to force Main approx.
   \$6,000

April 26, 2013

#### Page 2

- (3) Replacing pumps and motors and control panel at Court of Palms pump station approx. \$10,000
- (4) Decommissioning the Leeward Winds Wastewater package plant and disposal system with permitting approx. \$11,000

The total planning estimate is \$37,000.

Under separate cover we will forward our customer agreement.

If you have any questions or wish to discuss this activity do not hesitate to call.

Sincerely,

Robert L. Hillman

North Peninsula Utilities Corp.

CC: Gerald C. Hartman, P.E.

# North Peninsula Utilities Corp.

P.O. Box 2803 Ormond Beach, FL 32175 386-677-7847 phone 386-677-8146 fax developershw@gmail.com

#### April 24, 2013

Mrs. Debbie Kreinest, LCAM c/o Villa Sereno Condominium Association, Inc. 2750 Ocean Shore Blvd. Ormond Beach, FL 32176

RE: Response to Request for Wastewater

#### Dear Mrs. Kreinest,

We have received Villa Sereno request for service and are committing 38 ERC's for the 38 units to your Association. This commitment is without cost. The NPUC wastewater capacity fees will be waived for your Association. This commitment is valid for one (1) year from the date shown above. Within that period Villa Sereno must enter into a customer agreement with NPUC for permanent wastewater service.

This commitment is subject to the:

- a.) FPSC approval of the customer agreement and expansion of the NPUC wastewater service area and
- b.) No objection to (a.) above by Volusia Country, and
- c.) Payment by Villa Sereno for items estimated within this letter by Villa Sereno within the one (1) year period.

You requested our conceptual cost estimate for service to Villa Sereno. The amounts shown are planning/ conceptual values; NPUC will provide actual costs (which are the responsibility of the customer) to Villa Sereno as the construction progresses. The planning/ conceptual cost payment will be tuned-up to the actual cost and if any overpayment or underpayment occurs NPUC will either refund or bill Villa Sereno at that time. Payment is due within 30 days.

Conceptual Cost Estimate For Villa Sereno Connection:

- (1) Your proportion of the new North Peninsula Force Main @ 38 ERC's/ 1,200 ERC's x \$600,000 = \$19,000
- (2) Connection from Villa Sereno pumping station to force Main approx.\$7,000

Page 2

- (3) Replacing pumps and motors and control panel at Villa Sereno pump station approx. \$15,000
- (4) Decommissioning the Villa Sereno Wastewater package plant and disposal system with permitting approx. \$17,000

The total planning estimate is \$58,000.

Under separate cover we will forward our customer agreement.

If you have any questions or wish to discuss this activity do not hesitate to call.

Sincerely,

Robert L. Hillman North Peninsula Utilities Corp.

CC: Gerald C. Hartman, P.E.

# North Peninsula Utilities Corp.

P.O. Box 2803 Ormond Beach, FL 32175 386-677-7847 phone 386-677-8146 fax developershw@gmail.com

April 24, 2013

Mrs. Debbie Kreinest, LCAM c/o Mariners Bay Condominium Association, Inc. 2850 Ocean Shore Blvd. Ormond Beach, FL 32176

RE: Response to Request for Wastewater

Dear Mrs. Kreinest,

We have received Mariners Bay request for service and are committing 26 ERC's for the 26 units to your Association. This commitment is without cost. The NPUC wastewater capacity fees will be waived for your Association. This commitment is valid for one (1) year from the date shown above. Within that period Mariners Bay must enter into a customer agreement with NPUC for permanent wastewater service.

This commitment is subject to the:

- a.) FPSC approval of the customer agreement and expansion of the NPUC wastewater service area and
- b.) No objection to (a.) above by Volusia Country, and
- c.) Payment by Mariners Bay for items estimated within this letter by Mariners Bay within the one (1) year period.

You requested our conceptual cost estimate for service to Mariners Bay. The amounts shown are planning/ conceptual values; NPUC will provide actual costs (which are the responsibility of the customer) to Leeward Winds as the construction progresses. The planning/ conceptual cost payment will be tuned-up to the actual cost and if any overpayment or underpayment occurs NPUC will either refund or bill Mariners Bay at that time. Payment is due within 30 days.

Conceptual Cost Estimate For Mariners Bay Connection:

- (1) Your proportion of the new North Peninsula Force Main @ 26 ERC's /1,200 ERC's x \$600,000 = \$13,000
- (2) Connection from Leeward Winds pumping station to force Main approx.
   \$6,000

• Page 2

- (3) Replacing pumps and motors and control panel at Mariners Bay pump station approx. \$12,000
- (4) Decommissioning the Mariners Bay Wastewater package plant and disposal system with permitting approx. \$15,000

The total planning estimate is \$46,000.

Under separate cover we will forward our customer agreement.

If you have any questions or wish to discuss this activity do not hesitate to call.

Sincerely,

Robert L. Hillman North Peninsula Utilities Corp.

CC: Gerald C. Hartman, P.E.

### North Peninsula Utility Company

### Wastewater System

### **Standard Customer Agreement**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between \_\_\_\_\_, hereinafter referred to as "Customer", and the North Peninsula Utility Company, a Florida corporation, hereinafter referred to as the "Utility".

#### RECITALS

- 1. The Customer owns or controls lands located in Volusia County, Florida, and described in Exhibit "A", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "Property", and Customer has developed the Property by erecting thereon, residential or commercial improvements.
- 2. The Customer is desirous of prompting the construction and/or maintenance of central wastewater facilities so occupants of each residence or commercial improvement constructed will receive adequate wastewater service from the Utility.
- 3. The Utility is willing to provide, in accordance with the provisions and stipulations of their FPSC Tariff, and in accordance with all applicable laws, central wastewater facilities, and to have extended such facilities so the occupants of each residence or commercial improvement constructed on the Property will receive an adequate wastewater service from the Utility.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the Customer and the Utility hereby covenant and agree as follows:

1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

#### 2. DEFINITIONS.

2.1 The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1. <u>AFPI/AFPI Charge</u> – as provided by the Florida Public Service Commission (FPSC) is the Allowance for Funds Prudently Invested and represents a charge authorized by

1

#### the FPSC.

- "Contribution-in-aid-of-Construction" The sum of money, and/or property, represented by the value of the wastewater assets donated or constructed by Customer, which customer covenants and agrees to pay to the Utility, as a contribution-in-aid-of-Construction, to induce the Utility to continuously provide wastewater service to the Property.
- "Point of Connection" The point where the pipes of the utility are connected with the pipes of the customer. Unless otherwise indicated, the point of connection shall be at a point on the customer's lot line.
- "Service" The readiness and ability on the part of the Utility to furnish wastewater service to each customer.
- "Tariff" The Utility's approved customer service document by the FPSC which includes customer rates, charges, rules and regulations.

2.2 For the purpose of interpreting the terms as used in this Agreement, the definitions of terms provided in the Tariff are incorporated herein. In the event that a definition of a term set forth in the Tariff conflicts with the definition of the term set forth in Section 2 of this Agreement, the definition of the term set forth in Section 2 herein applies to the use of their term in this Agreement. In the event that the term is not defined in Section 2 of this Agreement and the definition of the term as set forth in the Tariff conflict, then the definition as set forth in the Tariff applies to the use of the term herein.

3. EASEMENT AND RIGHT OF ACCESS \_\_\_\_\_\_ Customer hereby grants and gives the Utility the exclusive right or privilege to construct, own, maintain, and operate the wastewater facilities in, under, and across the present property. Customer hereby further agrees that the foregoing grant includes the necessary right of ingress and egress to a part of the Property; that the foregoing grant shall be for such period of time as the Utility requires such rights, privileges or easements in the ownership, maintenance, operation or expansion of the wastewater facilities.

The specific initial easement and right of access is shown in Exhibit "B".

4. PROVISION OF SERVICE: CAPACITY AND FEES AND CHARGES.

4.1 Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Utility and/or Customer, the Utility covenants and agrees that it will connect the wastewater facilities paid for by Customer to the central wastewater facilities of the Utility in accordance with the intent of this Agreement. The customer shall pay the estimated cost herein within 30 days of the FPSC approval of the expanded service area. Utility shall provide customer notice of this approval. 4.2 To induce the Utility to provide wastewater facilities to Customer for use by the Property, Customer agrees to pay the Utility wastewater capacity charge of \$0.00 at a rate of \$0.00 per gallon for \_\_\_\_\_ gallons per day (gpd).

4.3 Customer shall pay a monthly Annual average daily flow (AADF) representing Equivalent Residential Connection (ERC) charge in the amount of \$31.62 per ERC/Month. This cage is subject to change from time to time as approved by the FPSC.

4.4 Customer shall pay for the decommissioning of its package wastewater treatment plant and disposal system or septic tank and drainfield in accordance with FDEP regulations. This cost shall be trued-up to the actual cost at completion.

4.5 Customer shall pay for the conversion of its wastewater lift station or provide a new lift station capable of pumping the customer's wastewater into the Utility's force main under sufficient pressure to convey the wastewater to the Utility wastewater treatment plant. This cost shall be trued-up to the actual cost at completion.

4.6 Customer shall pay its pro rata share on a customer's ERC's divided by force main ERC's capacity applied to the capital cost of the project. That cost is estimated to be \$500 per unit. If the customer enters into this agreement after the commencement of the force main project, then an additional AFPI charge for the interest carry shall be applied as of the date of payment. This cost shall be trued-up to the actual cost at completion.

5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES

5.1 To induce the Utility to provide wastewater facilities, and to continuously provide customers located on the Property with wastewater services, Customer hereby covenants and agrees to pay for the construction and to transfer ownership and control to the Utility as a contribution-in-aid-of-Construction, the wastewater systems referred to herein.

5.2 Customer shall pay the Utility to review engineering plans and specification of the type and in the form as prescribed by the Utility. Alternatively, Customer shall pay the Utility to prepare plans, specifications and permits on behalf of the Customer for connection to the Utility.

5.3 During the construction of the wastewater systems, the Utility shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation. Complete as-built plans shall be submitted to the Utility upon completion of construction.

5.4 Fees will be levied by the Utility to cover the cost of plan review and inspection, and

the cost of Customer improvements.

5.5 By these presents, Customer hereby transfers to the utility, title to all wastewater systems installed, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the Utility of the said installation. Customer shall convey to the Utility, by bill of sale, or other appropriate documents, in form satisfactory to the Utility's counsel, the complete wastewater system as constructed and approved by the Utility. Customer shall further cause to be conveyed to the Utility, all easements and/or rights-of-way covering areas in which wastewater facilities are installed in form satisfactory to the Utility's counsel.

6. EVIDENCE TITLE. Within a period of thirty (30) days after the execution of this Agreement, at the expense of the Customer, Customer agrees to either deliver to the Utility the conveyance documents delineated in Section 5.

Z. <u>OWNERSHIP OF FACILITIES</u>. Customer agrees with the Utility that all wastewater facilities conveyed to the Utility for use in connection with providing wastewater services to the Property, shall at all times remain in the complete exclusive ownership of the Utility, and any entity owning any part of the Property or any residence or building constructed of located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of wastewater services to other persons or entities located within or beyond the limits of the Property.

8. APPLICATION OF UTILITY RULES, REGULATIONS, AND RATES. Rates and other charges to Customer shall be set forth from time to time in the Tariff approved by the FPSC.

9. PERMISSION TO CONNECT REQUIRED. Customer shall not have the right to connect to the wastewater facilities of the Utility until approval for such connection has been granted by the Utility.

10. CONSTRUCTION OF ASSOCIATED FACILITIES.

10.1 If a kitchen, cafeteria, restaurant or other food preparation or dining facility, as may be identified by the Utility, is constructed within the Property, Customer agrees to install and to maintain, at its own expense, a grease trap with a minimum of 1,000 gallons for each such facility so that all wastewater from any grease producing equipment or operations within such facility shall first enter the grease trap for pretreatment before the wastewater is delivered to the lines of the Utility.

10.2 If a service station, mechanical repair shop, car wash, or other similar facility, is constructed within the Property, Customer agrees to install and to maintain, at its own expense, an oil and sand separator for each facility so that all wastewater from oil or sand producing operations within such facility shall first enter the oil and sand separator for pretreatment before the wastewater is delivered to the lines of the Utility.

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11. BINDING AGREEMENT ASSIGNMENTS BY CUSTOMER. This Agreement shall be binding upon and shall inure to the benefit of Customer, the Utility and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by Customer without the written consent of the Utility first having been obtained. The Utility agrees not to unreasonably withhold such consent.

12. NOTICES\_Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted - by messenger, or by mail to:

13. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of Customer and the Utility shall survive the completion of the work with respect to completing the wastewater facilities and services.

14. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES\_This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Customer and the Utility, made with respect to the matters between Customer and the Utility.

15. DISCLAIMERS; LIMITATIONS ON LIABILITY

15.1 The parties deem each other to be independent contractors, and not agents of the other.

15.2 Indemnity. The Customer shall indemnify the Utility, its respective agents and employees, from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, and proceedings.

15.3 Force Majeure. The Utility shall not be liable or responsible to the Customer by reason of the failure or inability of the Utility to take any action it is required to take or to comply with the requirements imposed hereby is caused directly or indirectly by force majeure. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbance; acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics; breakdown of or damage to machinery, pumps, or pipe lines; landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes; or other litigation; governmental restraints of any nature whether federal, state, county, municipal or otherwise, civil or military; civil disturbances; explosions, failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether federal, state, county, municipal or otherwise, state, state, county, municipal or otherwise, state, state, county, municipal or otherwise, state, state, county, municipal or otherwise, laws or proclamations whether federal, state, county, municipal or otherwise, civil or military; or by any other causes.

15.4. Disclaimer of Third Party Beneficiaries. This agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for

5

the benefit of any third party not a party to this agreement or an authorized successor or assignee thereof.

15.5. Disclaimer of Security - Notwithstanding any other provision of this Agreement, the Customer expressly acknowledges (1) that it has no pledge of or lien upon any real property (including, specifically, the Utility's system), any personal property, or any existing or future revenue source of the Utility (including, specifically, any revenues or rates, fees, or charges collected by the Utility in connection with the Utility's system) as security for any amounts of money payable by the City under this agreement; and (2) that its rights to any payments or credits under this agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of the Utility, whether currently outstanding or hereafter issued.

15.6. Agreement Not a Commitment for Schedule: There shall be no liability whatsoever on the part of the Utility for failure to provide wastewater service to Customer according to Developer's needs or schedules. This agreement constitutes a promise of good faith and not a timetable for delivery of utility services.

16. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The Customer, as a further consideration for this Agreement, agrees that it shall not engage in the business of providing wastewater service.

17. FPSC APPROVAL. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be submitted to the FPSC for approval.

18. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement. To that end, this Agreement is declared severable.

19. AUTHORITY TO EXECUTE AGREEMENT. The signature by each party shall have the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

20. SPECIAL CONDITIONS The following Special Conditions are mutually agreed between Customer and the Utility:

- Utility shall operate, maintain, renew and/or replace wastewater lift-pump station items as warranted in the future.
- 2. Customer shall pay electrical costs of the on-site wastewater lift-pump station.
- 3. Customer shall contact Utility if any malfunction is observed.
- Utility shall correct any malfunction of the wastewater lift-pump station with due haste and shall make available a mobile generator set or temporary trash pump bypass as conditions warrant.
- If Utility exercises the exclusive option for customer facilities then items #1 and #4 do not apply.

IN WITNESS WHEREOF, Customer and the Utility have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

presence of:	Utility: North Peninsula Utilities
Corporation	North Ferninsula Othities
(X)	Ву:
Name	
(X)	Attest:
STATE OF	
COUNTY OF	
The foregoing instrument was acknowle	edged before me this
day of	, 20 by,
of the North Penin	sula Utilities Corporation. He is personally
known to me or has	
as identifica	ation and did (did produced not)
take an oath.	

Signature of Person Taking Acknowledgement

7

Name of Acknowledger Typed. Printed or Stamped

Title or Rank

Serial Number if any

<u>(X)</u>		1				
By:				 	°	
(X)	Ŧ		٩,	1	e:	- 2
Bv:						

By:

X

Property Name

Property Address

City, State, Zip

## Potential NPUC Multi-Unit Customers

County Owned	Units
Atlantic 22 (Contact Letter)	22
Ocean Dunes	27
Sunny Beach	34
Leeward Winds (Contact Letter)	40
Pelican Dunes Sub.	51
Coquina Key Sub.	107
	281

## Contact Letters

Mariners Bay	26
Villa Sereno	38
Court of Plams	20
Madeira Villa North	32
Madeira Villa South	14
Sunrise	30
Seascape	39
	199

## Others

Madeira Villa Central	30
Ocean Watch	90
Windemere	33
Ormond Oceanside	12
Ocean House	36
Oceanaire	17
Fairwind Shores	36
Fairwind Shores North	35
Spinnaker	10
Kingston Shores	110
Sand Dunes	<u>18</u>
	496

TOTAL 907

#### Exhibit B-1

The existing NPUC sewer connections, laterals, gravity sewers lift station and within certificated area force mains are at the proper capacity providing for peaking use and proper reserve capacity per DEP standards.

The wastewater treatment plant is limited by the percolation pond capacity at 181,000 gpd as a system by FDEP. The DMR's flow values are shown on Table B-1-1. The owners have reduced I/I in the system to a minimum amount. As shown on Table B-1-1 the existing annual average flows were 36,600 gpd for 2011, 46,250 gpd for 2012, 45,500 gpd for partial year 2013.

Presently the existing wastewater treatment plant and effluent percolation pond system is at approximately 25% of capacity with 600 units connected. We expect another 900 newly connected units to be accommodated by the existing facilities. We will waive the payment of any plant capacity fees for at least these new units. We would like to charge a transmission main extension fee of \$500 per unit, if approved by the FPSC.

The proposed transmission facilities are shown on Figure 2-1 of B-1-1. The engineer's cost estimate for these facilities is \$737,663.00 as shown on Table 2-3 of B-1-2. The design capacity of the proposed transmission facilities is an additional 1,200 units. The capacity is calculated as 1,200 units x 175 gpd/ unit (Average for various types) x 4.5 peaking factor (due to seasonal nature of beachfront units and occupancy surges during certain times) = 945,000gpd Qpeak for the 8-inch force main. The Qpeak velocity in the 8-inch force main would be 4.21 feet per second. The transmission system includes 1,050 linear feet of 4" HDPE, 6,600 linear feet of 6" HDPE, 7450 linear feet of 8" HDPE, and 4,900 linear feet of 4" HDPE to the North. This transmission system will discharge at the upgraded WWTP on-site pump station.

## Table B-1-1 NPUC DMR's (As provided to FDEP)

Date	Average Monthly Flow	Plant System Capacity
1/2011	N/A	181,000
2/2011	49,000 gpd	181,000
3/2011	N/A	181,000
4/2011	44,000 gpd	181,000
5/2011	44,000 gpd	181,000
6/2011	42,000 gpd	181,000
7/2011	40,000 gpd	181,000
8/2011	39,000 gpd	181,000
9/2011	37,000 gpd	181,000
10/2011	36,000 gpd	181,000
11/2011	35,000 gpd	181,000
12/2011	33,000 gpd	181,000
1/2012	39,000 gpd	181,000
2/2012	27,000 gpd	181,000
3/2012	39,000 gpd	181,000
4/2012	49,000 gpd	181,000
5/2012	45,000 gpd	181,000
6/2012	58,000 gpd	181,000
7/2012	65,000 gpd	181,000
8/2012	56,000 gpd	181,000
9/2012	49,000 gpd	181,000
10/2012	48,000 gpd	181,000
11/2012	40,000 gpd	181,000
12/2012	40,000 gpd	181,000
1/2013	43,000 gpd	181,000
2/2013	46,000 gpd	181,000
3/2013	47,000 gpd	181,000
4/2013	46,000 gpd	181,000

Annual Average 2011 – 36,600 gpd Annual Average 2012 – 46,250 gpd Partial Annual Average 2013- 45,500 gpd

(1) gpd – gallons per day

gai consultants

# B-I-Z WASTEWATER FACILITIES PLAN NORTH PENINSULA UTILITIES CORPORATION

GAI# A120803.03

**JULY 2013** 

PREPARED FOR

NORTH PENINSULA UTILITIES CORP. 115 E. GRANADA BLVD., SUITE 12 ORMOND BEACH, FL 32175

PREPARED BY

GAI CONSULTANTS, INC. 618 EAST SOUTH ST., SUITE 700 ORLANDO, FLORIDA 32801

GAI Consultants, Inc. 618 E. South St., Suite 700 Orlando, FL 32801 Engineering Business # 09951' Gerald C. Hartman, P.E. BCEE, ASA

Florida Registration # 27703 ASA Registration # 7542

P.E. #27703

.... transforming ideas into reality

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# SECTION 1

Historically, the County required developers to design/permit/build/transfer the package wastewater treatment facilities (WWTFs) in the North Peninsula (Ormond by the Sea) unincorporated area. Currently, there are more than twenty WWTFs with very limited capacities in this area. The sizes of these small WWTFs range from several residential units to a few hundred units. **Table 1-1** summarizes these WWTFs and units served by WWTFs.

Wastewater Treatment Facilities/Subdivisions	Capacity	Units
	(gpd)	Units
County Owned	7 000	22
Atlantic 22	7,000	22
Ocean Dunes	9,000	27
Sunny Beach	11,000	34
Leeward Winds	12,000	40
Pelican Dunes Sub.	50,000	51
Coquina Key Sub.	NA	107
Contact Letters		
Mariners Bay	7,500	26
Villa Sereno	9,000	38
Court of Plams	NA	20
Madeira Villa North	9,900	32
Madeira Villa South	3,500	14
Others		
Madeira Villa Central	8,000	30
Ocean Watch	24,000	90
Windemere	9,000	33
Sunrise	10,000	30
Seascape	11,000	39
Ormond Oceanside	3,300	12
Ocean House	18,000	36
Oceanaire	5,000	17
Fairwind Shores	31,000	36
Fairwind Shores North	NA	35
Spinnaker	NA	10
Kingston Shores	50,000	110
Sand Dunes	5,000	18
Total		907

Table 1-1: Package WWTFs and Units

Note: NA: not applicable.

North Peninsula Utilities Inc. (NPUC) is the only Florida Public Service Commission certificated/regulated utility in the area. The NPUC wastewater treatment facility is permitted to treat 210,000 gallons per day (gpd) wastewater and to discharge 181,000 gpd effluents into two (2) rapid infiltration basins (RIBs) on an annual average daily flow (AADF) basis. It serves approximately 600 units. NPUC's service area is recommended to expand to both south and north to cover those small WWTF's service.

The current AADF to the NPUC WWTF is 48,000 gpd. The treatment capacity of the NPUC WWTF is limited by the permitted discharge capacity of 181,000 gpd AADF. Therefore, there is

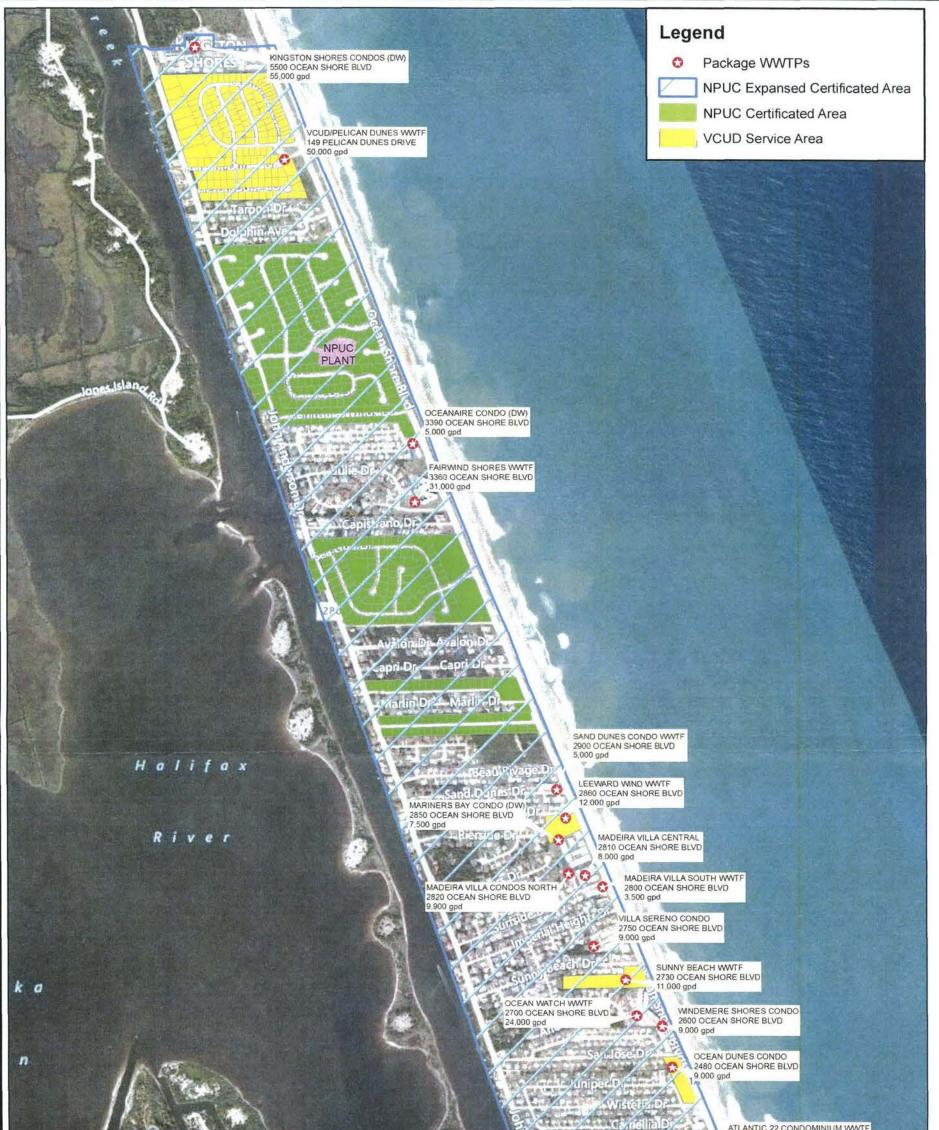
approximately 133,000 gpd capacity available for new customers. The average wastewater flow produced by an equivalent residential connection (ERC) is assumed as 175 gpd per ERC; therefore, with the available capacity of 133,000 gpd, the WWTF can serve 760 more ERCs. However, additionally, after rerating RIBs' capacity to 210,000 gpd AADF, the NPUC WWTF can serve another 165 ERCs. NPUC can provide additional approximately 920 ERCs with some improvements.

Existing Discharge Capacity:	181,000 gpd AADF
Current Treated Flow:	48,000 gpd AADF
Remainder Capacity:	133,000 gpd AADF
Wastewater Flow per ERC:	175 gpd AADF
Additional Served ERC:	760 ERCs
Rerated WWTP and PP Capacity:	210,000 gpd AADF
Additional Capacity:	29,000 gpd AADF
Additional Served ERC:	165 ERCs
Total Additional ERC:	920 ERCs (rounded)

As summarized in **Table 1-1**, there are a total of 907 units. The NPUC WWTF has the capacity to receive flows from these package plants. Especially, many of these package plants have problems and many of them have inquired verbally for service from NPUC. The private package plants that have requested service as of 07/01/2013 serves 130 units. Take-over of 6 County owned package plants have been in discussion for approximately 1 year. These plants serve a total of 281 units. NPUC has committed to serve these 411 new customer units subject to the FPSC's approval.

Phase 1:	907 Units	
Committed Service:	411 Units	
Uncommitted Service:	496 Units	

Currently, NPUC and the remaining 13 private package plants and septic tank customers are in a dialog for service. NPUC has yet committed to the remaining units. The expansion of NPUC FPSC service area is needed. This Facility Plan delineates a conceptual program over time. **Figure 1-1** illustrates the expanded certificated service area and the locations of the WWTFs.

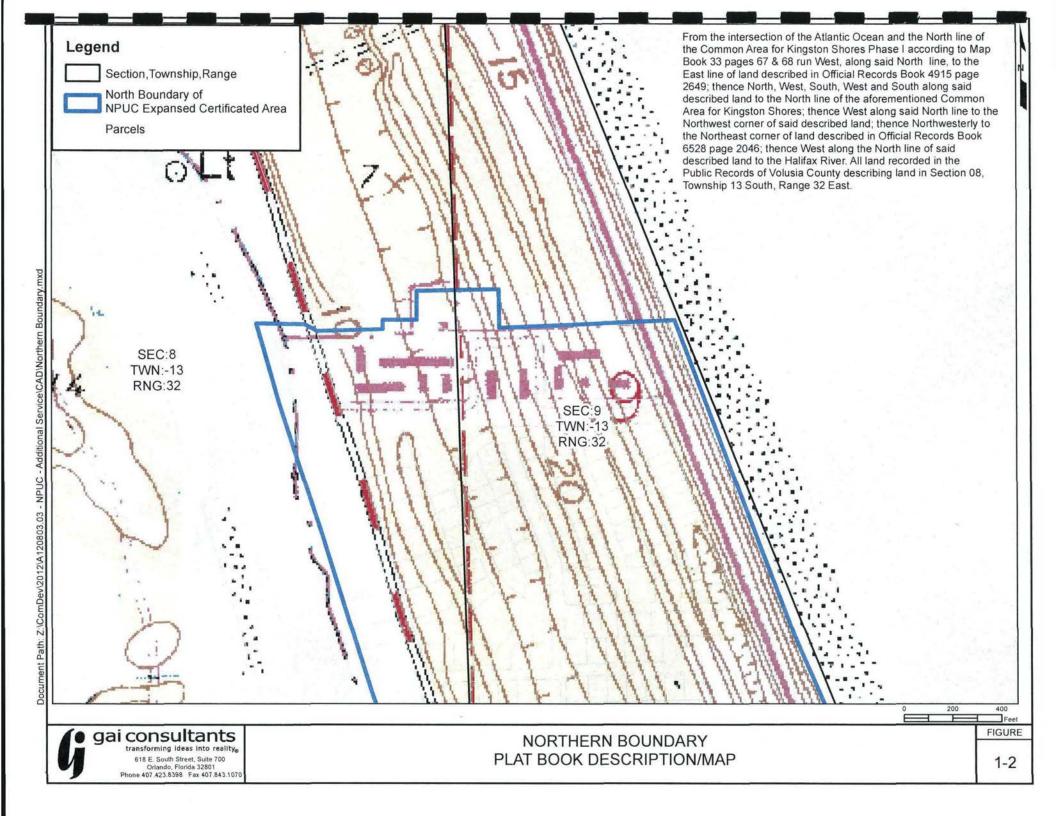


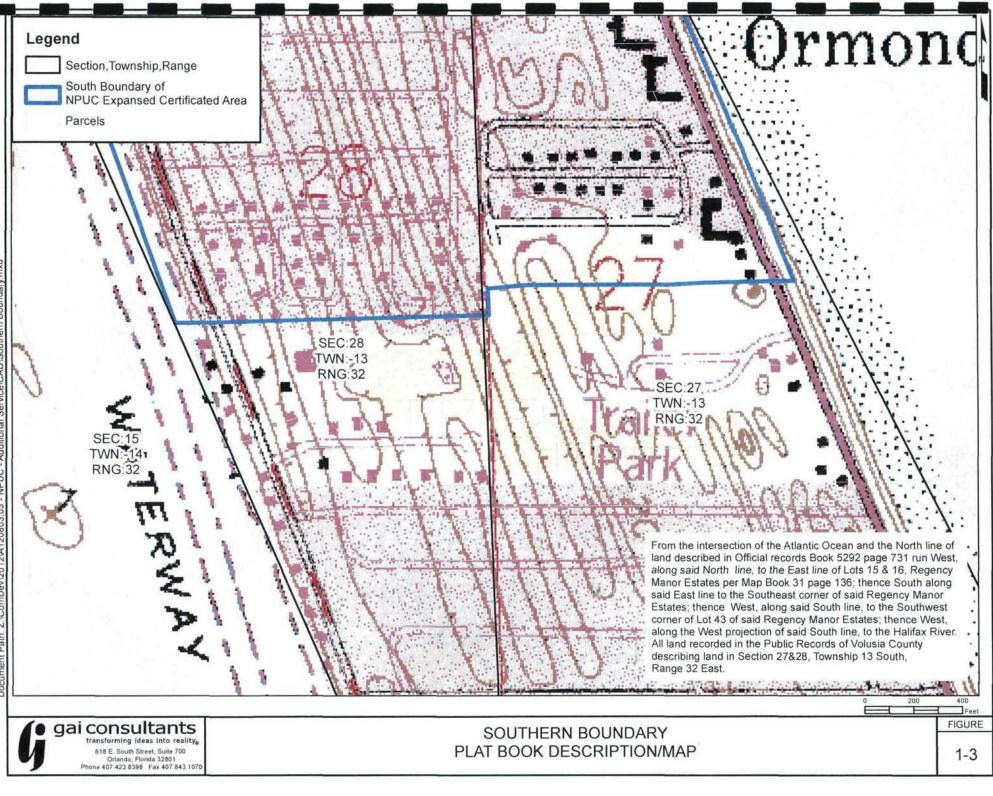
	George Contraction of the second seco	2290 OCEAN SH 11.000 god 3. 4 Julie 803	Mardey/Dr NDOMINIUMS WWTF
Т. Т	FIGURE	NPUC EXPANDED CERTIFICATED SERVICE AREA	G18 E. South Street, Suite 700 Orlando, Florida 32801 Phone 407.423.8398 Fax 407.843.1070

Table 1-2
Meets and Bounds
<b>Description of Expanded NPUC Service Area</b>

No.	Boundary	Description
1	East Boundary	Atlantic Ocean
2	West Boundary	Halifax River
3	North Boundary	From the intersection of the Atlantic Ocean and the North line of the Common Area for Kingston Shores Phase I according to Map Book 33 pages 67 & 68 run West, along said North line, to the East line of land described in Official Records Book 4915 page 2649; thence North, West, South, West and South along said described land to the North line of the aforementioned Common Area for Kingston Shores; thence West along said North line to the Northwest corner of said described land; thence Northwesterly to the Northeast corner of land described in Official Records Book 6528 page 2046; thence West along the North line of said described land to the Halifax River. All land recorded in the Public Records of Volusia County describing land in Section 08, Township 13 South, Range 32 East.
4	South Boundary	From the intersection of the Atlantic Ocean and the North line of land described in Official records Book 5292 page 731 run West, along said North line, to the East line of Lots 15 & 16, Regency Manor Estates per Map Book 31 page 136; thence South along said East line to the Southeast corner of said Regency Manor Estates; thence West, along said South line, to the Southwest corner of Lot 43 of said Regency Manor Estates; thence West, along the West projection of said South line, to the Halifax River. All land recorded in the Public Records of Volusia County describing land in Section 27, 28, Township 13 South, Range 32 East.

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## SECTION 2 PHASE 1 PLAN

#### 2.01. Method of Accommodation

NPUC will build the transmission force main (FM) system along Ocean Shore Blvd (A1A highway) to connect with these package plants. The customers will be responsible for decommissioning their private package WWTFs and building dual grinder pump stations and the 4-inch connection force mains to the NPUC transmission force main.

#### 2.02. Design Criteria

The conceptual facility plan uses the following design criteria for the conceptual design purpose:

- a) 175 gpd/unit average daily flow (ADF)
- b) 4.5 peak factor: Qpeak/QADF
- c) Hazen-Williams C-factor: 120
- d) Auxiliary power plug or on-site generator, or NPUC provides mobile generator sets: 2@25 KVA
- e) 3<sup>1</sup>/<sub>2</sub>" cam lock disconnect by-pass
- f) NPUC trash pumps: 4 @ 3 hp
- g) Air scour velocity: 2 ft/s minimum
- h) Maximum design velocity: 7 ft/s
- i) Max velocity: 4" FM 4.6 ft/s, 6" FM 5,52 ft/s, and 8" FM 6.0 ft/s
- j) 100% horizontal directional drilling (HDD) for piping installation
- k) HDD pipe: HDPE, min.max working pressure 100 psi
- I) Conversion HDPE ID (DR 13.5) to PVC or Nom ID:
  - 4" (HDPE) 3.793" (Nom ID)
  - 6" (HDPE) 5.585" (Nom ID)
  - 8" (HDPE) 7.271" (Nom ID)
- m) The backpressure at NPUC WWTF turn is 18 ft for hydraulic analysis
- n) Since the area is flat assuming that all pipelines are at the same elevation

#### 2.03. Hydraulic Analysis

The hydraulic analyses have been performed to calculate the total dynamic head at each package plant according to the design criteria above. **Figure 2-1** illustrates the proposed NPUC transmission force main layout, consisting of approximately 2,600 linear feet (LF) 4-inch, 6,900 LF 6-inch, and 7,550 LF 8-inch.

In Phase 1, NPUC will provide wastewater service to 907 units served by the package plants, and the total peak flow is approximately 496 gallon per minute (gpm) which will be conveyed by the new NPUC transmission force main. **Table 2-1** summarizes the hydraulic analysis results for this phase.

In Phase 2, the local residents or commercial customers on septic tanks will decommission septic tanks and connect to the central wastewater service. Approximate 297 ERCs are considered to complete this transfer. The 297 new units will be connected to different locations according to the discussion and reasonable judgments. **Table 2-2** summarizes the hydraulic analysis results for Phase 2.

In Phase 3, more and more local residents and commercial units will transfer from septic tanks to central service. The development will be along John Anderson Dr, which was not discussed in this Plan.



On VIEW       Buckingham D         Buckingham D       Buckingham D
NPUC TRANSMISSION FORCE MAIN LAYOUT

	Table	2-1	
Phase 1	Hydraulic /	Analysis	Results

	А	В	С	D <sup>(1)</sup>	E <sup>(1)</sup>	F <sup>(2)</sup>			
Volusia County Package WWTP Name	Number of Units Served	Flow per Unit includes Common Area (gpd/unit)	Beach Seasonal Peaking Factor	Q <sub>peak</sub> Flow (gpd)	Capacity of each Grinder Pump (gpm)	Total Dynamic Head POC @ A1A NPUC (ft)	Plus Static Lift & Elevation (ft)	Plus HI in 4" Service (ft)	TDH (ft)
Atlantic 22	22	175	4.5	17,325	12.0	54	County	County	County
Ocean Dunes	27	175	4.5	21,263	14.8	53	County	County	County
Sunny Beach	34	175	4.5	26,775	18.6	50	County	County	County
Leeward Winds	40	175	4.5	31,500	21.9	41	County	County	County
Pelican Dunes Sub. /Coquina Key Sub.	158	175	4.5	124,425	86.4	27	County	County	County
Mariners Bay	26	175	4.5	20,475	14.2	42	Customer	Customer	Customer
Villa Sereno	38	175	4.5	29,925	20.8	47	Customer	Customer	Customer
Court of Plams	20	175	4.5	15,750	10.9	43	Customer	Customer	Customer
Madeira Villa North	32	175	4.5	25,200	17.5	43	Customer	Customer	Customer
Madeira Villa South	14	175	4.5	11,025	7.7	43	Customer	Customer	Customer
Madeira Villa Central	30	175	4.5	23,625	16.4	43	Customer	Customer	Customer
Ocean Watch	90	175	4.5	70,875	49.2	52	Customer	Customer	Customer
Windemere	33	175	4.5	25,988	18.0	52	Customer	Customer	Customer
Sunrise	30	175	4.5	23,625	16.4	55	Customer	Customer	Customer
Seascape	39	175	4.5	30,713	21.3	56	Customer	Customer	Customer
Ormond Oceanside	12	175	4.5	9,450	6.6	56	Customer	Customer	Customer
Ocean House	36	175	4.5	28,350	19.7	56	Customer	Customer	Customer
Oceanaire	17	175	4.5	13,388	9.3	24	Customer	Customer	Customer
Fairwind Shores	36	175	4.5	28,350	19.7	26	Customer	Customer	Customer
Fairwind Shores North	35	175	4.5	27,563	19.1	26	Customer	Customer	Customer
Spinnaker	10	175	4.5	7,875	5.5	NA (3)	Customer	Customer	Customer
Kingston Shores	110	175	4.5	86,625	60.2	33	Customer	Customer	Customer
Sand Dunes	18	175	4.5	14,175	9.8	40	Customer	Customer	Customer

Note: (1) D=A\*B\*C, E=D/1440

(2) F is calculated according to hydraulic analysis.

(3) Spinnaker is not located, however, the flow is very limit and the impact is negligible.

9

	Table	2-2	
Phase 2	Hydraulic	Analysis	Results

	А	В	С	D <sup>(1)</sup>	E <sup>(1)</sup>	F <sup>(2)</sup>			
Volusia County	Number of	Flow per Unit	Beach	Q <sub>peak</sub> Flow	Capacity of	Total Dynamic	Plus Static	Plus HI in	TDH (ft)
Package WWTP	Units	includes Common	Seasonal	(gpd)	each Grinder	Head POC @	Lift &	4" Service	
Name	Served	Area (gpd/unit)	Peaking Factor		Pump (gpm)	A1A NPUC (ft)	Elevation (ft)	(ft)	
Atlantic 22	22	175	4.5	17,325	12.0	82	County	County	County
Ocean Dunes	27	175	4.5	21,263	14.8	80	County	County	County
Sunny Beach	34	175	4.5	26,775	18.6	74	County	County	County
Leeward Winds	40	175	4.5	31,500	21.9	60	County	County	County
Pelican Dunes Sub. /Coquina Key Sub.	158	175	4.5	124,425	86.4	27	County	County	County
Mariners Bay	26	175	4.5	20,475	14.2	61	Customer	Customer	Customer
Villa Sereno	38	175	4.5	29,925	20.8	70	Customer	Customer	Customer
Court of Plams	20	175	4.5	15,750	10.9	64	Customer	Customer	Customer
Madeira Villa North	32	175	4.5	25,200	17.5	63	Customer	Customer	Customer
Madeira Villa South	14	175	4.5	11,025	7.7	64	Customer	Customer	Customer
Madeira Villa Central	30	175	4.5	23,625	16.4	63	Customer	Customer	Customer
Ocean Watch	90	175	4.5	70,875	49.2	78	Customer	Customer	Customer
Windemere	33	175	4.5	25,988	18.0	78	Customer	Customer	Customer
Sunrise	30	175	4.5	23,625	16.4	82	Customer	Customer	Customer
Seascape	39	175	4.5	30,713	21.3	83	Customer	Customer	Customer
Ormond Oceanside	12	175	4.5	9,450	6.6	84	Customer	Customer	Customer
Ocean House	36	175	4.5	28,350	19.7	84	Customer	Customer	Customer
Oceanaire	17	175	4.5	13,388	9.3	29	Customer	Customer	Customer
Fairwind Shores	36	175	4.5	28,350	19.7	35	Customer	Customer	Customer
Fairwind Shores North	35	175	4.5	27,563	19.1	34	Customer	Customer	Customer
Spinnaker	10	175	4.5	7,875	5.5	NA <sup>(3)</sup>	Customer	Customer	Customer
Kingston Shores	110	175	4.5	86,625	60.2	33	Customer	Customer	Customer
Sand Dunes	18	175	4.5	14,175	9.8	58	Customer	Customer	Customer

Note: (1) D=A\*B\*C, E=D/1440

(2) F is calculated according to hydraulic analysis.

(3) Spinnaker is not located, however, the flow is very limit and the impact is negligible.

## 2.04. Capital Cost Estimate in Phase 1

The capital cost estimate of Phase 1 is summarized in Table 2-3.

Item	Units	Quantity	Unit Cost	Cost
4" HDD HDPE	LF	2,600	\$20	\$52,000
6" HDD HDPE	LF	6,900	\$25	\$172,500
8" HDD HDPE	LF	7,550	\$30	\$226,500
4" Plug Valve	EA	2	\$690	\$1,380
6" Plug Valve	EA	5	\$900	\$4,500
8" Plug Valve	EA	5	\$1,100	\$5,500
Air Release Valves	EA	8	\$400	\$3,200
Subtotal				\$465,580
Administration, Finance, Legal, Eng.,	etc @ 18	%	_	\$83,804
Contingencies @ 5%	1000		P.	\$23,279
Total				\$572,663
25 KVA Generator Set (mobile)	EA	2	\$27,500	\$55,000
3 hp Trash/Grinder Pump	EA	4	\$2,500	\$10,000
NPUC WWTF on-site Pump Station	LS	1	\$100,000	\$100,000

#### Table 2-3 Capital Cost Estimate of Phase 1

#### 2.05. Operation and Maintenance Cost Estimate

Currently, the NPUC WWTF serves 600 units and the annual operation and maintenance (O&M) cost for wastewater treatment and sludge disposal was approximately \$210,000 in 2012. **Table 2-4** presents the WWTF and sludge disposal O&M cost estimate for Phase 1 (Year 2015 – 2020).

#### Table 2-4 O&M Cost Estimate

Year	WWTP&Sludge Disposal Cost	Pump Station O&M Cost	Sutotal O&M Cost
2015-2016	\$413,954	\$13,000	\$426,954
2016-2017	\$484,167	\$16,835	\$501,002
2017-2018	\$556,677	\$19,890	\$576,567
2018-2019	\$634,213	\$22,880	\$657,093
2019-2020	\$721,852	\$23,400	\$745,252

See Appendix A for details.

## 2.06. Schedule of Phase 1

## Schedule of Phase 1 (Year 2013 to Year 2020)

07/2013	FPSC Certificate Application
10/2013	Agreements for Year 2015
11/2013	FDEP Permit Application
12/2013	FPSC Approval
02/2014	Right-of-Way Permits
02/2014	FDEP Permit Approval
02/2014	Project Bid
03/2014	Construction Starts
12/2014	Construction Complete
01/2015	411 Units Connections, and
↓ I	10 package plants decommission and connection
12/2015	
↓ ·	126 Units Connections
12/2016	
¥	120 Units Connections
12/2017	
¥	120 Units Connections
12/2018	
¥	130 Units Connections
12/2019	

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## SECTION 3 PHASE 2

In Phase 2, the commercial septic tanks and residential septic tanks will be decommissioned and those units will be connected to the NPUC transmission force main. Approximately 300 future units are predicted from Year 2021 to 2025. The locations of those units are unknown as well as how and when they will be connected are unclear now, however, the transmission force main will be ready for the connections in the future.

## APPENDIX A

## WWTP & Sludge Disposal O&M Cost

Year	Served Unit	Additional Unit by the End of the Year	Yearly Inflation Rate	O&M Cost per Unit	O&M Cost
2012	600	0	4%	\$350	\$210,000
2013	600	0	4%	\$364	\$218,400
2014	600	· 0	4%	\$379	\$227,136
2015	600	411	4%	\$394	\$236,221
2016	1011	126	4%	\$409	\$413,954
2017	1137	120	4%	\$426	\$484,167
2018	1257	120	4%	\$443	\$556,677
2019	1377	130	4%	\$461	\$634,213
2020	1507		4%	\$479	\$721,852

#### New Pump Station O&M Cost

Year	New Pump Stations	O&M Cost Per Week	Annual O&M Cost	25% Repairs and Replacments (R+R)	Total Annual O&M Cost
2016	10	200	\$10,400	\$2,600	\$13,000
2017	14	259	\$13,468	\$3,367	\$16,835
2018	18	306	\$15,912	\$3,978	\$19,890
2019	22	352	\$18,304	\$4,576	\$22,880
2020	24	360	\$18,720	\$4,680	\$23,400

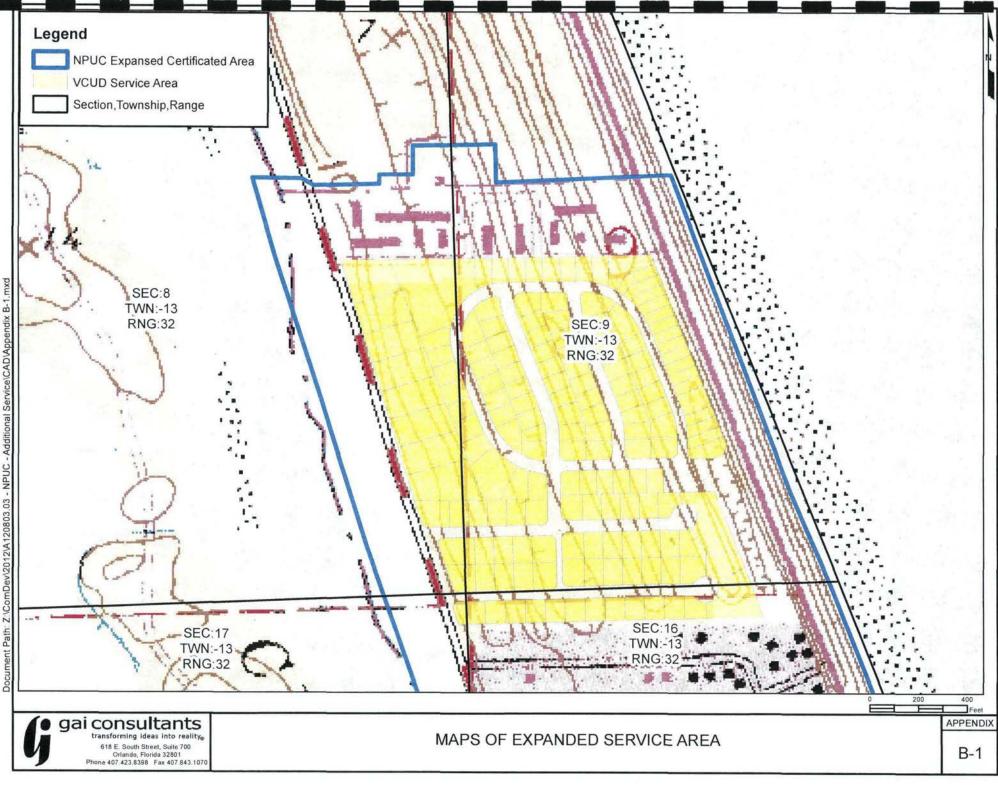
#### Summary of WWTP & Pump Station O&M Cost

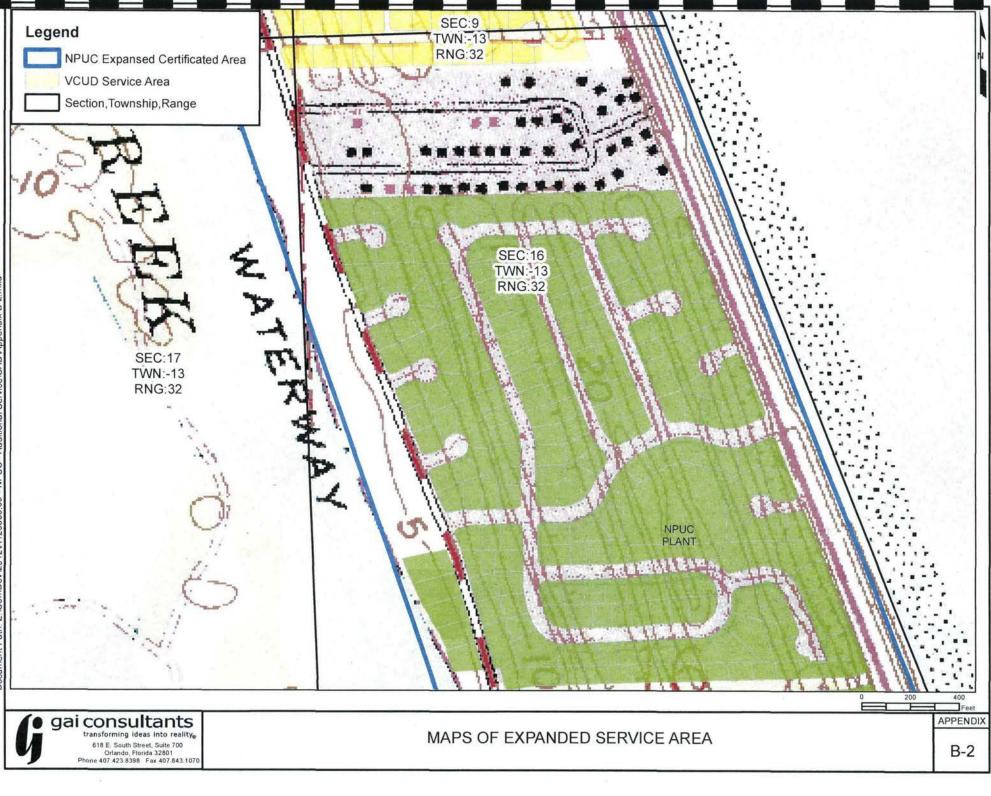
Year	WWTP & Sludge Disposal	New Pump Station O&M Cost	Subtotal
2015-2016	\$413,954	\$13,000	\$426,954
2016-2017	\$484,167	\$16,835	\$501,002
2017-2018	\$556,677	\$19,890	\$576,567
2018-2019	\$634,213	\$22,880	\$657,093
2019-2020	\$721,852	\$23,400	\$745,252

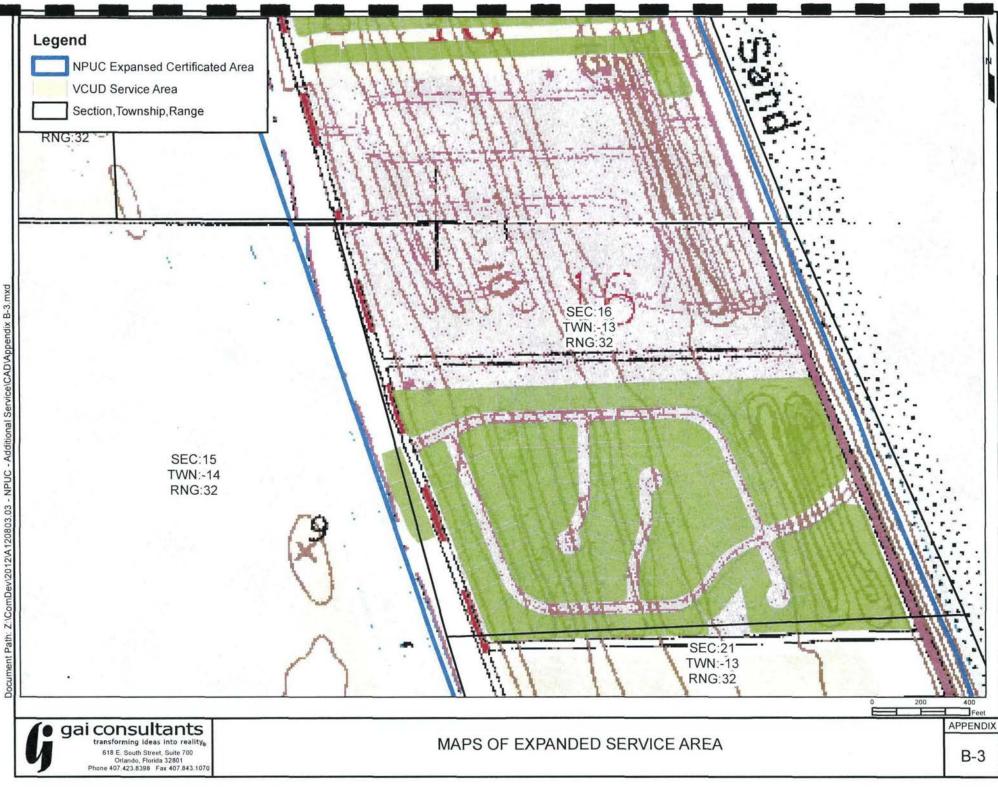
## APPENDIX B

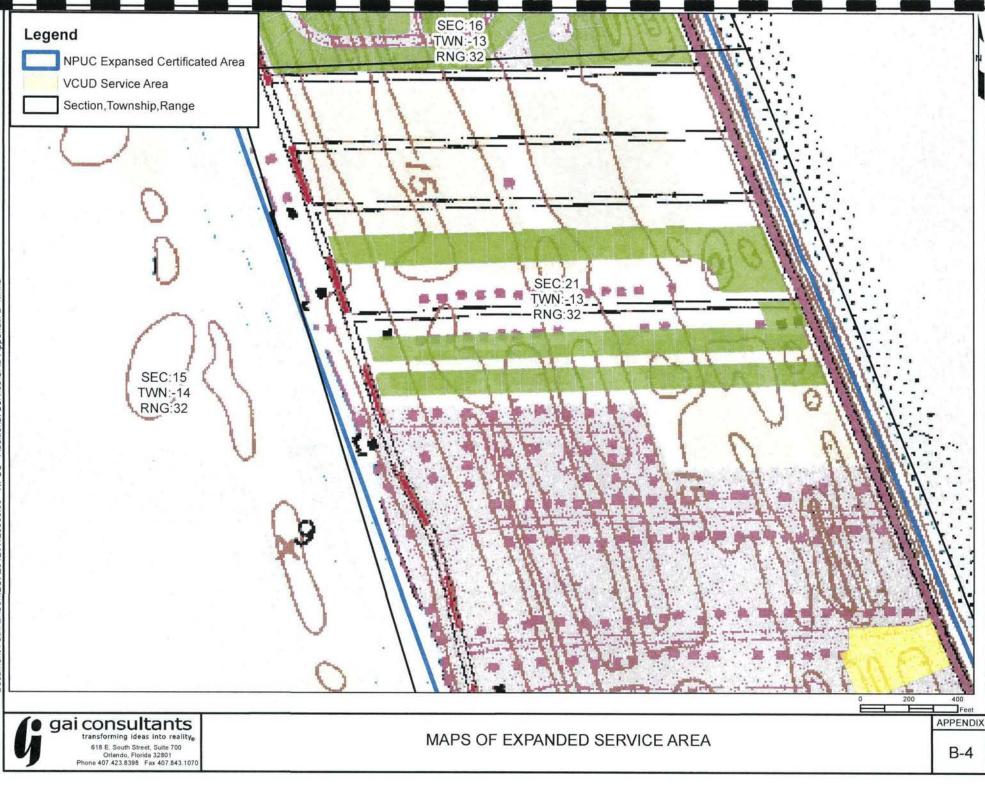
USGS Maps of Expanded Service Area (1" = 400')

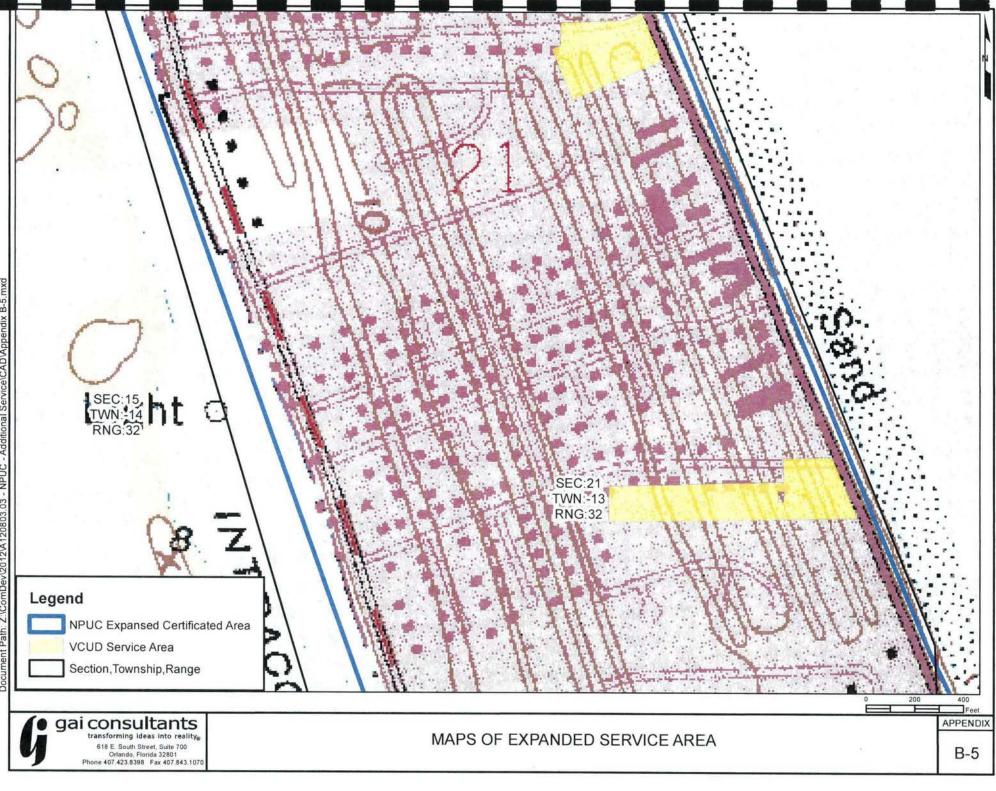
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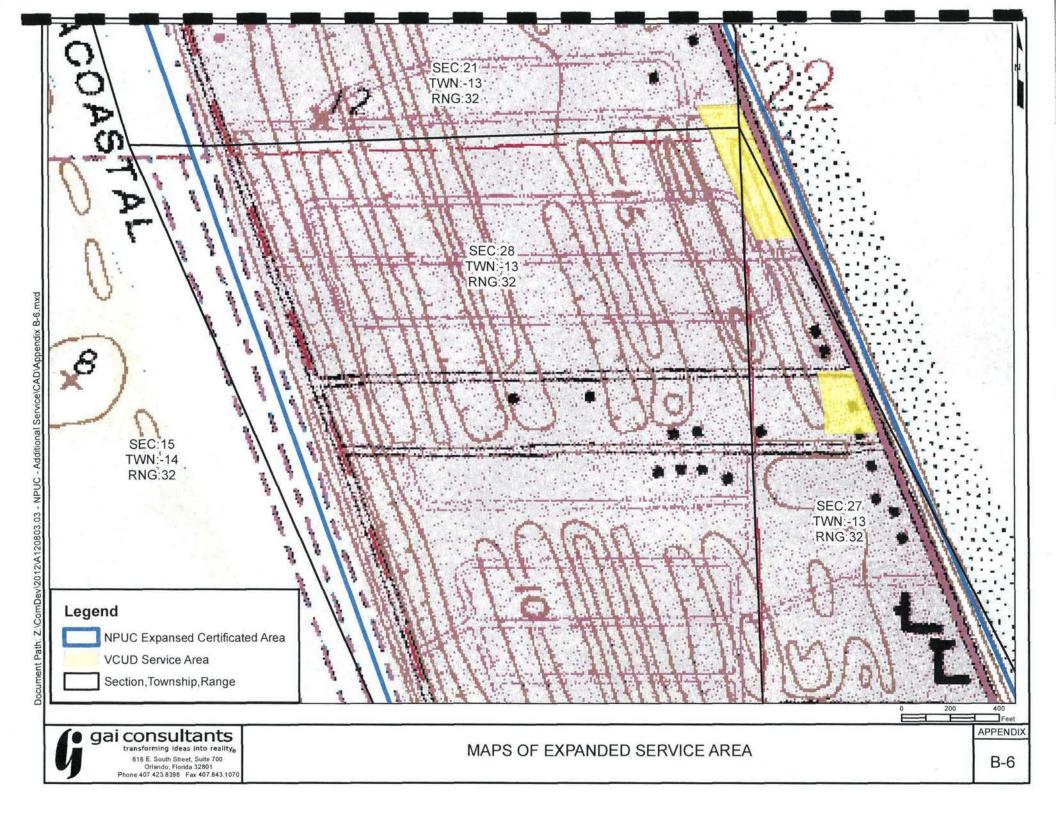


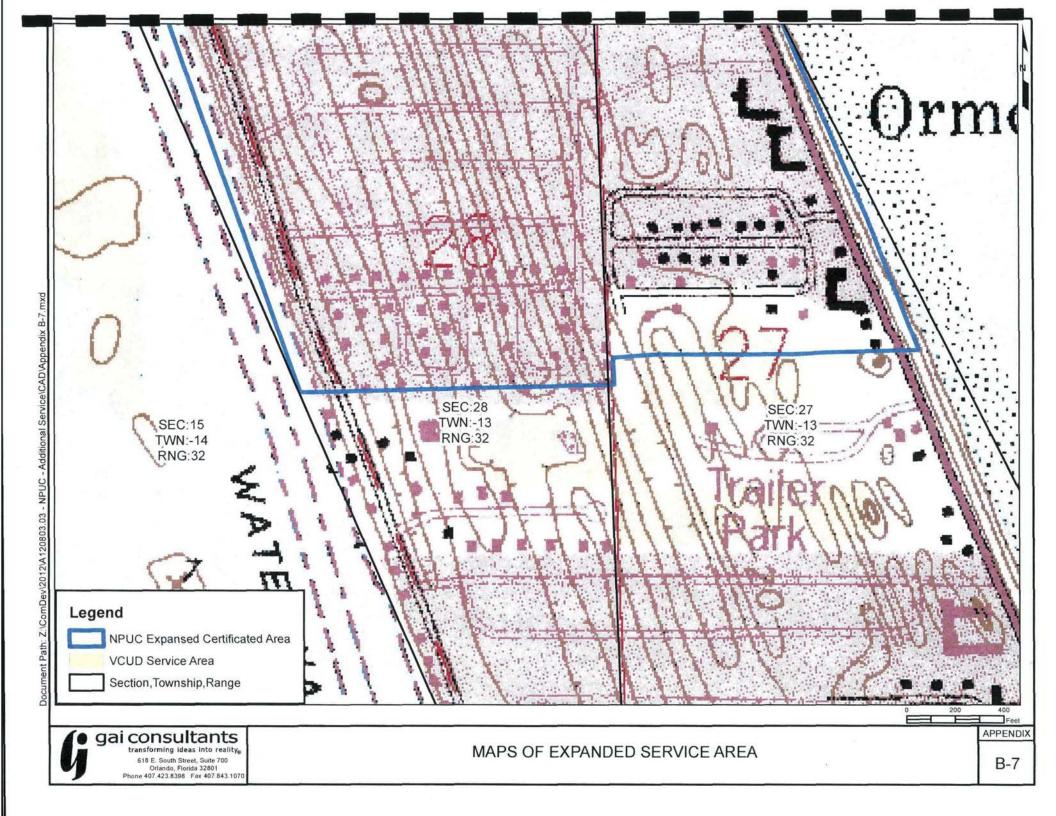






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B-2



Florida Department of Environmental Protection Mailed Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

## ANNUAL REUSE REPORT

#### Part I - Instructions

- 1. This form is to be submitted on or before January 1 following the completion of each fiscal year (October 1 through September 30). Submittal is required by Rule 62-610.870, F.A.C. This report will be used to develop and maintain a reuse inventory. It will not be used for determination of compliance with permit limitations, other than requirements to submit this report. If flow monitoring information is not available for individual reuse types or types of users, please provide your best estimates of flows allocated to individual reuse types or types of users.
- 2. Submit one copy (including all attachments) to each of the following three addresses:
  - a. DEP Water Reuse Coordinator Mail Station 3540 2600 Blair Stone Road Tallahassee, Florida 32399-2400
  - b. The appropriate DEP district office (attention Domestic Wastewater Program).
  - c. The appropriate water management district.
- 3. Please type or print legibly. Submit all pages of this form.
- 4. Completion of this report is required for all domestic wastewater facilities having permitted capacities of 0.1 mgd or larger which contribute reclaimed water to one or more reuse systems permitted under Chapter 62-610, F.A.C. This form is to be completed annually for each separate reuse system. For purposes of this form, "reuse system" means a network of pipes, pumping facilities, storage facilities, and appurtenances designed to convey and distribute reclaimed water from one or more domestic wastewater treatment facilities to one or more users of reclaimed water.
- 5. Use the units specified in the form. For flows, show annual average flows (in mgd). This can be obtained by averaging daily flows over a 365-day period, dividing the total annual volume by 365, or by averaging the 12 monthly average flow values.
- 6. Be sure to submit the required attachments (see Part X on pages 8 and 9 of this form).
- 7. The cover sheet of your permit will identify portions of your project classified as "reuse" and portions classified as "effluent disposal." Rule 62-610.810, F.A.C., lists the criteria for classifying projects (or portions of projects) as "reuse" or "effluent disposal."

DEP Form 62-610.300(4)(a)2 March 9, 2006

## Part II - General Information

1.	Reporting Period: October 1, 2010 through September 30, 2011
2.	Date Submitted December 7, 2011
3.	Person Completing This Form
	Name Robert Hillman
	Title Vice President
	Organization North Peninsula Utilities Corp
	Mailing Address 115 E. Granada Blud. Suite 12
	City/State/Zip Code Ormond Beach TE 32176
	Telephone (386) 677-7847
	E-mail developershul gmail.com
1.	Reuse System Name NONE
5.	Domestic Wastewater Treatment Facilities Providing Reclaimed Water to This Reuse System
	a. Location of Facilities
	city Ormand Beach county # Volusia
	DEP District (check one): Water Management District (check one)
	Northwest (Pensacola) Northwest Florida (Havana)
	Northeast (Jacksonville)
	Southwest (Tampa) Southwest Florida (Brooksville)
	Central (Orlando)
	Southeast (West Palm Beach) South Florida (West Palm Beach)

DEP Form 62-610.300(4)(a)2 March 9, 2006

South (Ft. Myers)

b. Domestic Wastewater Treatment Facility Information

Enter the name of the facility, the DEP identification number, disinfection level,<sup>a</sup> permitted capacity, and annual average flow for each treatment facility providing reclaimed water to this reuse system.

Facility Name	DEP Identification Number	Disinfection Level <sup>a</sup>	Permitted Capacity (mgd)	Average Flow (mgd)
North Peninsula Utilitres	FLA 11188		181.000	110,000
Total Treated Wastewater				110,000

<sup>a</sup> Enter one of the following codes for disinfection level for each treatment facility:

HI = High-level disinfection, as described in Rule 62-600.440(5), F.A.C.

IM = Intermediate disinfection, as described in Rule 62-600.440(6), F.A.C.

BA = Basic disinfection, as described in Rule 62-600.440(4), F.A.C.

LL = Low-level disinfection, as described in Rule 62-600.440(7), F.A.C.

HB = High-level disinfection & basic disinfection for portions of the treated flow.

FT = Full treatment disinfection, as described in Rule 62-610.563(3)(b), F.A.C.

### Part III - Reclaimed Water and/or Effluent Available for Reuse or Disposal

Source of Water	Average Flow (mgd)	
Treated Wastewater [Enter the total from bottom of table in Part II]	110,000	
Supplemental Water Supplies (Enter the flow for each supplemental water source added by the utility)		
Surface Water		
Stormwater		
Ground Water		
Drinking Water		
Demineralization Concentrate (Blended with final reclaimed water only)	4	
Water Recovered from ASR <sup>b</sup>		
Total Water Available for Reuse or Disposal [Should equal the total in Part VI of this form]	110,000	

Aquifer Storage and Recovery (ASR) - This activity is described in Rule 62-610.466, F.A.C. If you have an ASR system included in your permit for the reuse system, please make separate entries in both Part III (for the total average flow withdrawn from the ASR well) and in Part VI (for the total average flow injected into the ASR well).

### Part IV - Reuse

For each reuse activity, enter the permitted capacity, average flows, and acreage. Do not duplicate any of these entries in Part V of this form. Using available flow records, other available information, and your best judgment, please allocate the average flows for all treatment facilities among the reuse types listed in this part. Make discrete entries (do not show ranges). Show totals at the bottom of the table.

Reuse Type	Reuse Sub-Type	Part	Capacity (mgd)	Flow (mgd)	Area (acres)
Public Access Areas &	Golf Course Irrigation	III	1.14	5	
Landscape Irrigation	Residential Irrigation	III			
	Other Public Access Areas	III			
Agricultural Irrigation & Sprayfields	Edible Crops (Be sure to attach the inventory of edible crop irrigation. See Part X of this form.)	III			
	Grass, Pasture, Other Crops	II			
Ground Water Recharge & Indirect	Rapid Infiltration Basins (Including Some Perc Ponds) <sup>c</sup>	IV	181,000	100,000t	١±
Potable Reuse	Absorption Fields <sup>c</sup>	IV		-	
	Surface Water Augmentation (Discharge to Class I Waters)	V			
	Injection to Potable Aquifers	v			
Industrial	At Treatment Plant	VII	4		
	At Other Facilities	VII	1		
Toilet Flushing		III	19. T		
Fire Protection		III			
Wetlands				19	
Other (Specify)					-
Total Reuse [Enter total flow on Line 1 in Part VI of this form.]				110,000	*

<sup>°</sup> To be considered "reuse," either of the following conditions must exist:

\* There are multiple basins or absorption fields that are routinely wetted, dried, and maintained in accord with Part IV of Chapter 62-610, F.A.C., or

\* Continuously-loaded ponds must meet the higher treatment/disinfection requirements in Rule 62-610.525, F.A.C. If neither condition is met, the perc pond or absorption field is "effluent disposal" and should be recorded in Part V in this form (under "Other").

### Part V - Effluent Disposal

For each effluent disposal activity, enter the permitted capacity and average flow. Do not duplicate any of these entries in Part IV of this form. Using available flow records, other available information, and your best judgment, please allocate the average flows for all treatment facilities among the effluent disposal types listed in this part. Make discrete entries (do not show ranges) for capacity and flow. Show totals at the bottom of the table.

Disposal Type	Disposal Sub-Type	Permitted Capacity (mgd)	Average Flow (mgd)
Surface Water Discharges	Ocean Outfall		
	To Coastal or Estuarine Waters		
	To Wetlands	- 1 ×	
	To Other Surface Waters		
Deep Well Disposal			
Other (specify)			
Total Flow Disposed [Enter total flow on Line 2 in Part VI of this form.]			

### Part VI - Summary of Reuse and Disposal

Reuse or Disposal Activity	Average Flow (mgd)
1. Reuse (From bottom of Part IV of this form)	
2. Effluent Disposal (From bottom of Part V)	
3. Flow Stored in ASR (See note <sup>b</sup> on ASR in Part III.)	
Total (Should equal the total in Part III of this form.) <sup>d</sup>	al al an

<sup>d</sup> The totals in Parts III and VI will not be equal if one of the following conditions exists (check as appropriate):

The reuse system includes an ASR system and the amounts injected and withdrawn during the year differ.

The reuse system includes one or more reuse activities in which reclaimed water is returned to the treatment facility after its use, where it is then available for reuse or disposal.

Part VII – Reuse Activities, Numbers of Customers, and Backup Dischar	ges
How many single-family residences have reclaimed water service?	
2. How many golf courses are irrigated using reclaimed water?	
3. How many parks or playgrounds are irrigated using reclaimed water?	
4. How many schools are irrigated using reclaimed water?	
<ol> <li>Is reclaimed water used to flush toilets? Yes No If yes, list locations where water is used for toilet flushing.</li> </ol>	e reclaime
6. Is reclaimed water used for fire protection? 🗌 No 🗌 Yes, in sprinkler systems	
Yes, in fire hydrants Yes, other (please describe)	
<ol><li>How many cooling towers use reclaimed water from this reuse system?</li></ol>	
8. List or describe any unique or unusual uses of reclaimed water.	
9. Is there a surface water discharge that serves as a backup discharge for the reuse system?	
No Yes, a Limited Wet Weather Discharge permitted under Rule 62-610.860	F.A.C.
Yes, permitted under the APRICOT Act [Section 403.086(7), F.S.]	
Yes, permitted under other rules governing surface water discharges	
10. Do you require construction of reclaimed water piping in new residential or other development	s?
Yes No	
<ol> <li>Do you require connection to the reclaimed water system when reclaimed water service becom available?</li> </ol>	es
Yes No	

### Part VIII - Cross-Connection Control Activities

Rule 62-610.469, F.A.C., imposes cross-connection control requirements on reuse systems permitted under Part III of Chapter 62-610, F.A.C. This includes requirements for the implementation of crossconnection control programs by all public water supply systems serving areas that are within the general reclaimed water service area. Color-coding, labeling, and separation distance requirements are included. In addition, inspections within the reclaimed water service area are required. For purposes of this form, "cross-connection" means a pipe-to-pipe connection between drinking water pipes and reclaimed water pipes.

1. Are all public water supply systems serving areas that are within the general reuse service area actively implementing and enforcing their cross-connection control programs? Yes No

Have all of these cross-connection control programs been accepted by the DEP or the approved county health department?  $\Box$  Yes  $\Box$  No

2. How many illegal cross-connections have been identified during the reporting period?

How many of these cross-connections have been eliminated?

Please, attach a description of identified cross-connections and efforts taken to eliminate them.

3. How many new connections were made to the reclaimed water system during the reporting period?

How many of the new reclaimed water connections were inspected at the time of initial connection?

4. How often are the reclaimed water connections of existing residential\_reclaimed water customers inspected (i.e., daily, weekly, monthly, annually)?

How often are the reclaimed water connections of existing non-residential reclaimed water customers inspected (i.e., daily, weekly, monthly, annually)?

5. In addition to the number of new connections inspected in Item 3 above, how many existing connections were inspected during the reporting period?

### Part IX - Rates Charged for the Use of Reclaimed Water

Please, list the fees charged for the use of reclaimed water. Please do not enter wastewater or sewer charges. If reclaimed water is provided at no cost, enter zeroes in both blanks. If the fee structure includes both flat rate and gallonage charge components, make a positive entry in both spaces. Make all entries in the units shown.

1. How much do you charge a single-family residential customer (assume a 0.2-acre lot) for the use of reclaimed water?

Flat rate (\$/month/connection)

Gallonage charge (cents/1000 gal.)

2. How much do you charge non-residential customers, such as golf courses, (assume 0.1 mgd on a 50-acre site) for the use of reclaimed water?

Flat rate (\$/month/connection)

Gallonage charge (cents/1000 gal.)

### Part X - Required Attachments

Check, as appropriate, and attach the required documentation.

☐ Inventory of Edible Crop Irrigation - If reclaimed water is used to irrigate edible crops at commercial agricultural sites, attach a copy of the current edible crop irrigation inventory as required by Rules 62-610.475 and 62-610.870, F.A.C. The inventory shall include the following information:

- a. Name of the agricultural operation.
- b. Name and telephone number of the owner or operator of the agricultural operation.
- c. Address of the agricultural operation.
- d. Edible crops irrigated using reclaimed water.
- e. Type of application (irrigation) method used.
- f. Approximate area (acres) under irrigation using reclaimed water on which edible crops are grown.

Inventory of Storage Facilities - If this reuse system was permitted under Part III of Chapter 62-610, F.A.C., attach a copy of the current inventory of storage facilities, as required by Rules 62-610.464, 62-610.830, and 62-610.870, F.A.C. The inventory shall include the following information:

- a. Name or identifier for the storage system.
- b. Location.
- c. Function of the storage system (system storage or reject storage).
- d. Type of facility (covered tank, uncovered tank, lined pond, unlined pond).
- e. Indication of whether or not the storage facility is a water of the state or discharges to a water of the state.
- f. Distance to the nearest public water supply well.
- g. Distance to the nearest potable water supply well, which is not a public water supply well.
- Nolume of each storage tank/pond and the total storage volume of all storage tanks and ponds (in units of million gallons).

Summary of Public Notification Program - If this reuse system was permitted under Part III of Chapter 62-610, F.A.C., attach a summary of the public notification program activities during the reporting period, as required by Rule 62-610.468(6), F.A.C. The summary shall include the following:

- a. Details of written public notification activities (include copies of written notices).
- b. Summary of activities involving the news media.
- c. Use of advisory signs.
- d. Other public notification activities.

Summary of Metering and Rate Structure – As noted in 403.064(16), Florida Statutes, utilities implementing reuse projects are encouraged to meter use of reclaimed water by all end users and to charge for the use of reclaimed water based on the actual volume used when such metering and charges can be shown to encourage water conservation. Metering and the use of volume-based rates are effective water management tools for the following reuse activities: residential irrigation, agricultural irrigation, industrial uses, landscape irrigation, irrigation of other public access areas, commercial and institutional uses such as toilet flushing, and transfers to other reclaimed water utilities. As required by 403.064(16), F.S., if this reuse system provides reclaimed water for any of the uses listed above, attach a summary of the utility's metering activities and the rate structure that the utility currently employs or plans to employ. The summary shall include the following:

- a. Number of meters employed to monitor volume of reclaimed water used by customers.
- b. If information is available, please provide per capita reclaimed water use for areas that meter and for unmetered areas. If available, please provide historical per capita usage data for before and after the utility began metering reclaimed water.
- c. Provide information on the type of rate structure (i.e., inclining or declining block rates) for reclaimed water employed by the utility.
- d. Provide a description of the utility's use of master meters (i.e., for a subdivision) or the use of individual meters (i.e., for single-family residential customers).
- e. Provide a summary of the utility's plans for metering reclaimed water customers.

None of these items are required for this reuse system.

### Part XI - Permittee's Certification

I certify that the statements made in this report of reclaimed water utilization are true, correct, and complete to the best of my knowledge and belief.

Date: 12/7/11	
Phone: (386) (077	-7847 Robert Hillman V. P.
Company Name:	Name and Title (please print/type) North Apringula Utilifies Corp
Address:	P.O. Box 2803
City/State/Zip Code:	Ormond Beach FZ 32175
E-Mail:	developershow @ gmail. com

DEP Central Sistrict Office Attn: Domestic Waste Water Riggiam 3319 Maguere Blud. Suite 232 Orlando Fr 32803-3767

## Exhibit B-3

The anticipated types of customers to be served are: single family homes, multi-unit single family and commercial.

## Exhibit B-4

Attached is the Deed and Survey showing ownership by North Peninsula Utilities Corp.

Return se

HITCHELL A. CORDON. ESQUIRE

Post Office Drawer 9670 Daytona Beach, FL 32120

This instrument Property by: MITCHELL A. GORDON

Post Office Drawer 9670 Daytona Beach, FL 32120

Property Apprelears Percel Identificati

Grantes(s) S.S.#(s):

1500

## This Warranty Beed Made and executed the Pt day of September A. D. 19 89 by

ORMOND PROPERTIES. INC.

a corporation existing under the laws of Florida , and having its principal place of al 16 East 40th Street, New York, New York 10016 hereinafter called the granter, to NORTH PENINSULA UTILITIES CORPORATION

WARRANTY DEED

where postoffice address is Post Office Box 2803, Ormond Beach, FL 32175

hereinafter called the grantee:

(Wherever and herein the serme "presser" and "presser" include all the parties to this instrument and

Witnesselh: That the granter, for and in consideration of the sum of \$ 10.00. and othe mable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sel n. remise, release, convey and confirm unto the grantee, all that certain land situate in Volusia and other alion, remise, release, or County, Florida, ots:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

REC FEES	1500	AEC D FATHENT &
LOCAT S_	220.00	SEDICATED FOR CLASS
CITAL L		T'MIN: FELE & DOC
PESALTY'S	2.0	STAN TATES SIGHED
HITEREST S.	51 (•)	J.y. Smith

PAGE

0156

BOOK

3360

VOLUSIA CO., FL

Together with all the son stanances therete balanging or in any its, hereditements and ane

To Have and to Hold, the same in fee simple forever.

Filled the granter hereby covenants with said grantes that it is lawfully setzed of said land in for the provide any coordinate with said granice that it is inwfully setsed of said land in """ That, it has good right and lawful authority to soll and convey said land; that it haveby fully w 1. My Atile to said land and will defend she same against the lowful claims of all persons whomeoev the just pland is free of all oncumbrances

> In Witness Whereof the granter has caused these pr sate to be executed in its name, and its corporate seal to be herounte affired, by its er officers thereants duly authorized, the day and year first above written.

CLERK CIFSUIT CC.

Ily. Anelli

RECORD VERIFIEU

ID

11.6

ORNOND PROPERTIES, INC.

red in the pres nitel C Mary > Mc Ma

Hy Commission Expires: HELEN M. MITTELMAN

STATE OF New York

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alen M. Fulle

COUNTY OF New York I HEREBY CEATIPY

Stephen R. Reiner

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No. 41-4877919

BOOK PAGE 3360 0157 VOLUSIA CO..FL

#### SCHEDULE "A"

RESERVED PARCEL "A" according to the Plat of Seabridge, recorded in Map Book 34, Pages 174 and 175, of the Public Records of Volusia County, Florida, EXCEPTING that portion replatted for Lot 4, Block 7, SEABRIDGE 1ST ADDITION, SEABRIDGE SUBDIVISION, as recorded in Map Book 34, Pages 174 and 175, of the Public Records of Volusia County, Florida.

AND:

PARCEL "A", SEABRIDGE 1st ADDITION as recorded in Map Book 36, Pages 83 and 84, of the Public Records of Volusia County, Florida.

Both parcels being more particularly described as follows:

COMMENCE at the Northwest corner of said Parcel "A" of SEABRIDGE 1st ADDITION said point being the POINT OF BEGINNING, thence N 1° 58' 45" W 27.07 feet; thence S 88° 01' 15" W 28.00 feet; thence N 6° 40' 05" E 127.73 feet; thence N 66° 08' 24" W 100.00 feet to the Southerly right-of-way line of SEABRIDGE DRIVE, a 60 foot right-of-way being a point on a curve being concave to the Northwest having a radius of 177.00 feet a central angle of 5° 03' 18" and a chord bearing and distance of N 26° 36' 45" E 17.00 feet; thence Northerly along said curve 17.01 feet to a point of tangency; thence N 23° 51' 36" E 43.00 feet; thence departing said Seabridge Drive, S 66° 08' 24" E, 98.00 feet; thence N 31° 41' 20" E 67.03 feet; thence N 61° 21' 44" E 143.03 feet; thence N 74° 04' 02" E 61.76 feet; thence S .77° 31' 16" E 150.74 feet; thence S 59° 14' 38" E 65.22 feet; thence S 12° 10' 34" W 117.35 feet; thence S 1° 58' 45" E 156.00 feet; to the Northerly right-of-way line of Sea Island Drive North, a 60 foot right-ofway and a point on a curve being concave to the South and having a radius of 145.00 feet; a central angle of 31° 03' 15" and a chord bearing and distance of N 76' 27' 08" W 77.63 feet; thence S 88° 01' 15" W 115.23 feet to a point of tangency; thence S 88° 01' 15" W 115.23 feet to a point of tangency; thence S 88° 01' 15" W 120.84 feet to a point of tangency; thence S 88° 05' 50" W 120.84 feet to a point of tangency; thence S 88° 05' 50" W 120.84 feet to a point of curvature of a curve to the left having a radius of 205.00 feet and a central angle of 7° 55' 25"; thence along said curve 28.35 feet to a point of curvature of a curve to the right having a radius of 145.00 feet and a central angle of 7° 55' 25"; thence along said curve 20.05 feet to the Southeast corner of said Lot 4, Seabridge 1st Addition; thence departing said Northerly right-of-way line of Sea Island Drive, N 1° 58' 45" W 72.93 feet to the POINT OF BEGINNING.

SUBJECT TO zoning restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; easements of record; taxes for year of Closing and subsequent years, all of which are Permitted Encumbrances provided, however, the Permitted Encumbrances do not prevent use of the Real Property for operation of the Facility.

SUBJECT TO Covenants, restrictions, easements and other limitations as set forth on the plat of Seabridge recorded in Map Book 34, pages 174 and 175; including but not limited to the following: Ormond Properties, Inc., retains ownership of and does not make any dedication of the area of the plat shown as reserved Parcel "A" (Interim Sewage Treatment Plant).

SUBJECT TO Grant of Easement from Ormond Properties, Inc., to Florida Power and Light Company recorded August 19, 1981 in Official Records Book 2291, page 703, Public Records of Volusia County, Florida.

BOOK PAGE 3360 0158 VOLUSIA CO..FL

SUBJECT TO Covenants, restrictions, easements and other limitations as set forth on the plat of Seabridge 1st Addition, as recorded in Map Book 36, pages 83 through 84, Public Records of Volusia County, Florids.

### BOOK PABE 3879 0218 VOLUSIA CO., FL

Return to:	Michael A. Pyle KINSEY VINCENT PYLE, P.A. Post Office Box 3096 Daytona Beach, FL 32118-00	1 N N N N N	10	LUSIA CU.,FL
Property Approbatio	Michael A. Pyle KINSEY VINCENT PYLE, P.A. 150 South Paimette Avenue, Box A Deytone Besch, Florida 32114 Pered D Number	REC FEE G.D DOC ST	NDICATED	FOR CLASS IBLE & DOO

OUIT-CLAM DEED

Clark Circuit Court Values Co. Finite SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS QUIT-CLAIM DEED Executed this // the dev of November A.D. 1993, by SEABRIDGE CIVIC ASSOCIATION, INC., first party, to NORTH PENINSULA UTILITIES COMPORATION, a Florida cororation, whose past affice address is Post Office Box 2803, Ormand Beach, Florida 32174, second party:

(Wherever used herein the terms "Next party" and "second party include singular and pland, beirs, legal representatives, and except a distribute, and the successful and analysis of second party includes

WITNESSETH: That the said first party, for and in consideration of the sum of \$10,00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said second party forevor, all right, title, interest, claim and demend which the said first party has in and to the following described lot, piece or parcel of land, stude, hying and being in the County of Valuala, State of Florida, to wit:

RESERVED PARCEL "A" according to the Plat of Seebridge, recorded in Map Book 34, Pages 174 and 175, of the Public Records of Vokusia County, Fiorida, EXCEPTING that portion replated for Lot 4, Block 7, SEABRIDGE 1ST ADDITION, SEABRIDGE SUBDIVISION, as recorded in Map Book 34, Pages 174 and 175, of the Public Records of Vokusia County,

#### AND:

PARCEL \*A\*, SEABRIDGE 1ST ADDITION as recorded in Map Book 36, Pages 83 and 84, of the Public Records of Volusia County, Florida.

#### Both percels being more perticularly described as follows:

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This Out: Claim Deed is given in order to extinguish all right, title and interest in the sewer treatment plant owned by North I Utilities Corporation, as conveyed to it by Warranty Deed recorded in Official Records Book 3360, Page 0156, Public Records o County, which may have arisen in Seabridge Civic Association, inc. by Out: Claim Deed recorded in Official Records Book 33 1322. This Cuit Claim Deed conveys its interest in the property decribed pursuant to said legal decriptions any and not oth conveyed to it in said quit claim deed.

TO HAVE AND TO HOLD the same, sogether with all and appertuining, and all the estate, right, state, materest, hen, south and claim what proper use, bangit, and behave of the anid second party forever. plar the appurismences thereanso perong or of the sold first party, either in law or nging or in anywire

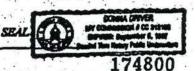
IN WITNESS WHEREOF, The said first party has signed and see to the day and year first ab

Signed, sealed and delivered in the	presence:	SEABRIDGE,CIVIC	ASSOCIATION, INC.	
Sherrel threen former	7	By:	STATE AND A DESCRIPTION OF THE OWNER	
Mar und	FILED FOR RECORD	men hihatin	1. 400	
Printed Name: He has K Par	ZA RECORD VERIFIED	LERK OF THE CIRCUIT	L Mana, Bargary adama	
STATE OF FLORIDA COUNTY OF VOLUSIA	174800	93 DEC -2 AH 11: 25		
The foregoing instrument	was acknowledged before as President of Seabridge Ch	vic Association, Inc. on beha	of November, 1993, 1 f of the corporation who	b

as identification and who did not take an personally known to me or produced oath.



NOTARY PUBLIC **ISSION EXPIRAT** BER.



Series ...

#### SPECIFICATION FOR POND BERM CONSTRUCTION SEABRIDGE STP EXPANSION

-> 'A'

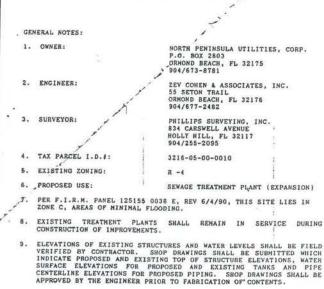
TOP OF SERV

PRONT

#### BERNS SHALL BE CONSTRUCTED OF NATERIAL WITH LOW PERMEABILITY AND COMPACTED SUFFICIENTLY TO MINIMIZE POTENTIAL LATERAL SEEPACE.

MATERIAL UTILIZED FOR BERM CONSTRUCTION SHOULD CONSIST OF CLAYEY SAND TO SANDY CLAY WITH NO LESS THAN 404 (BY WEIGHT) PASSING NO. 200 U.S. STANDARD SIEVE.

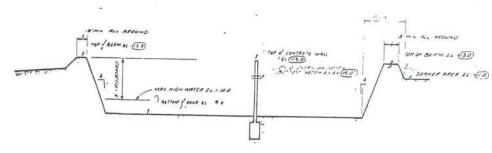
WATERIAL SHOULD BE PLACED IN LOOSE LIFTS NOT EXCEEDING 12 INCHES IN THICKNESS. EACH SUCCESSIVE LIFT SHOULD BE ROLLED WITH HEAVY PNEUMATIC OR STEEL SHEEPSFOOT ROLLER UNTIL THE MATERIAL HAS ACHIEVED A MINIMUM RELATIVE COMPACTION OF 98% OF THE MATERIAL'S NODIFIED PROCTOR (ASTM D-1557) MAXIMUM DRY DENSITY.

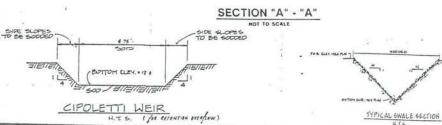


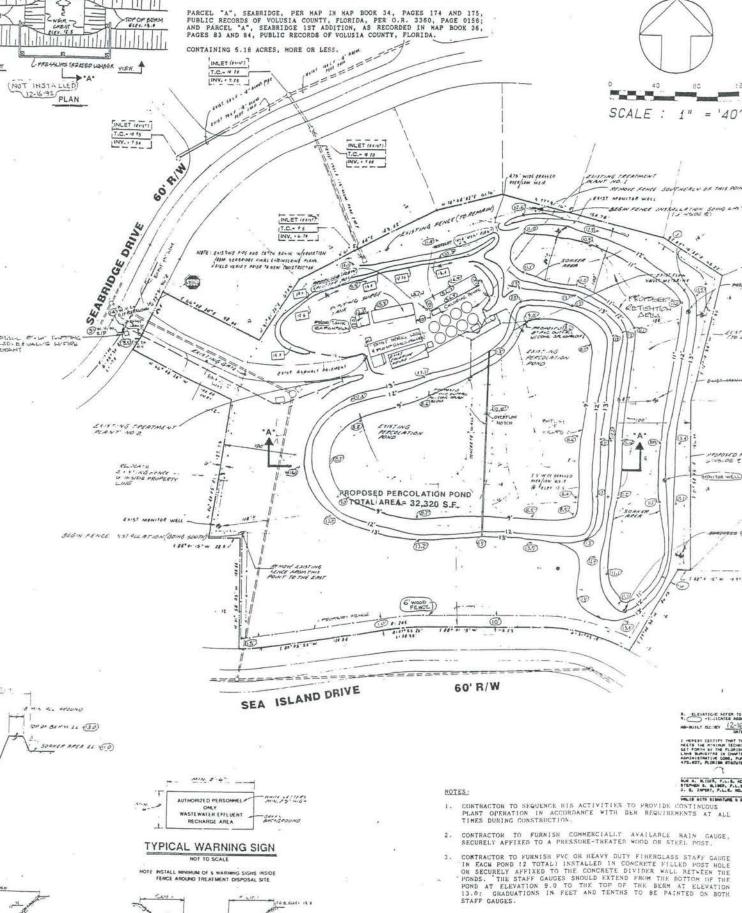
- 10. NEW AIR BLOWER CAPACITY SHALL BE 100 CFM AT 5.5 P.S.I. ROOTS AF-55 OR EQUAL BELT DRIVEN WITH MIN. 5 HP ODP MOTOR.
- 117 SURGE TANK SHOWN IS BASED ON 12' DIAMETER HORIZONTAL STEEL TANK CONFIGURATION. TANKS OF ALTERNATE CONFIGURATION AND HAVING EQUAL WORKING VOLUME (30,000 GAL. PLUS NECESSARY/FREEDOARD AND PUMP SUBMERGENCE AT LOW LEVEL! MAY BE SUBSTITUTED WITH ENGINEER'S APPROVAL.
- 12. CONTRACTOR SHALL PROVIDE ALL REQUIRED POWER AND CONTROLS FOR NEW BLOWER, SURGE TANK PUMPS, CWLORINE HOUSE FAN AND SOLENOID VALVE.
- ALL PROPOSED YARD PIPING SHALL BE BURIED WITH MINIMUM 12" COVER UNLESS OTHERWISE SHOWN.
- 14. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITY, WATER, IRRIGATION, WASTEWATER, POWER AND CONTROL LINES, ETC., WHICH MAY INTERFERE WITH THE WORKS. EXISTING IMPROVEMENTS SHOWN ARE FROM RECORDS ONLY, AND AS SUCH, THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THESE LOCATIONS. DAHAGE TO EXISTING UNDERGROUND IMPROVEMENTS CAUSED BY THE CONTRACTOR SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.

#### CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION AND OPERATION OF ALL EROSION AND SEDIMENT CONTROL MEASURES REQUIRED TO RETAIN SEDIMENT ON-SITE.

Sec.

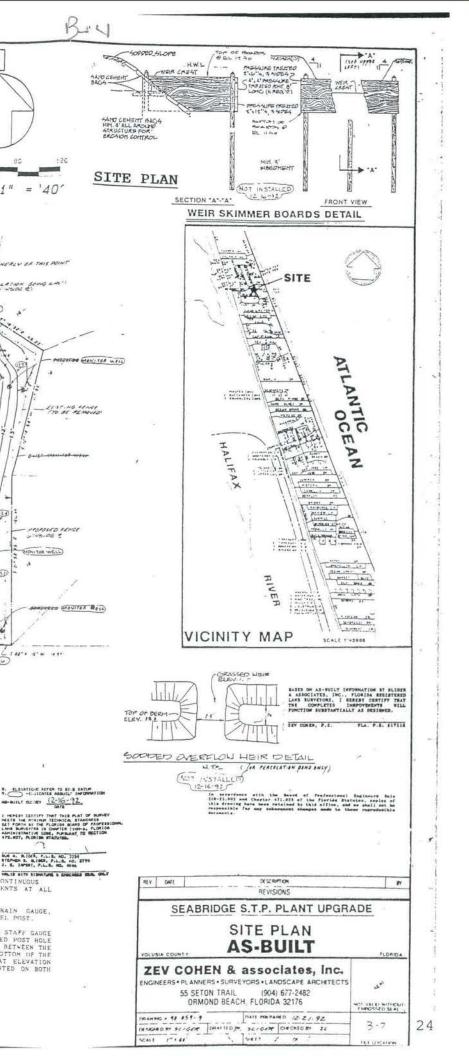






VETENTION AREA SELTION N. T.S. SEABRIDGE SEWAGE TREATHENT PLANT SITE

LEGAL DESCRIPTION



## Exhibit C-1

NPUC has been the owner and operators of this treatment plant for the past 24 years. The owners have the financial ability to continue adequate and efficient service to our customers.

Wetherell Treatment Systems handles the day to day operation of the plant and has an excellent reputation and been in business 40+ years. Weems Septic handles all sludge removal and is available night and day for our service needs. Gerald Hartman P.E. of GAI Consultants will handle all of our engineering, permitting, applications and government needs.

### Exhibit C-2

The proposed method of financing the new construction would be as follows:

1.) Loan	\$300,000
2.) Investment	337.663
3.) CIAC	at least 200 new customers
	@ \$500/each = \$100,000

### Additional Investment by NPUC

 Planning, Feasibility Analysis, Due Diligence, Preliminary Regulatory Review, Preliminary County Discussions, and Organizational Costs.
 a.). GAI Consultants \$16,297

a.). GAI Consultants	\$16,297
b.). NPUC costs	\$16,500

Expended over the 12 months of 2012.

2. Preliminary Design, Hydraulic Analysis, Customer preliminary cost quotations, Permit Renewal and Studies, County field inspections and Terms and Conditions, FPSC Certificate Expansion Application.

\$20,290
\$ 7,000
\$ 3,500
\$11,000
\$18,500

Invested from 1/1 through 7/29/2014

Total NPUC investment over 19 months is \$93,087.

It is anticipated that without an objection to the certificate expansion application approximately \$100,000 will have been invested by NPUC for the above items.

## Exhibit C-3

The extension and improvements will have the following effect.

Flat Rate	Year	Description
31.64	2013	Existing
32.16	2014	Index for 2013
33.77	2015	Est. 2% pass through and 3% rate adjustment
35.46	2016	same as 2014
37.23	2017	same as 2014
39.09	2018	same as 2014
41.05	2019	same as 2014

Five years of estimated 2% pass through plus 3% rate adjustments.

## **ORIGINAL SHEET NO. 18.2**

# NAME OF COMPANY WASTEWATERTARIFF

## LINE EXTENTION CHANGE

## RATE SCHEDULE LE

AVAILABILITY	-	
<u>APPLICABILTY</u>	-	For commercial wastewater service for all purposes for A-1-A transmission system.
<u>LIMITATIONS</u>	- - -	Subject to all the Rule and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD	-	At execution of customer agreement
RATE	• 1	\$500 per unit
BASE FACILTY CHARGE	-	N/A
<u>TERMS OF PAYMANT</u>	-	Bills are due payable when rendered and become delinquent if not paid within twenty (20) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be disconnected.
EFFECTIVE DATE	-	January, 2014
TYPE OF FILING	-	New Customer Capital Charge (CIAC)

Tyree F. Wilson, Jr. Issuing Officer

### NINTEENTH REVISED SHEET NO. 18.0 CANCELS EIGHTEENTH REVISED SHEET NO. 18.0

### WASTEWATER TARIFF RESIDENTIAL SERVICE RATE SCHEDULE RS Available throughout the area served by the company AVAILABILITY APPLICABILITY For wastewater service for all purposes in private residences and individually metered apartment units or condominiums. LIMITATIONS Subject to all of the Rules and Regulations of this Tariff and Genersal Rules and Regulations of the Commission. BILLING PERIOD Monthly RATE \$31.64 Flat Rate **BASE FACILITY CHARGE** N/A TERMS OF PAYMENT Bills are due and payable when rendered and become delinguent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be discontinued. EFFECTIVE DATE May 15, 2013 TYPE OF FILING 2012 Price Index

NORTH PENINSULA UTILITIES CORPORATION

## Tyree Wilson ISSUING OFFICER

President TITLE

NAME OF COMPANY

## TWENTYTH REVISED SHEET NO. 18.0 CANCELS NINETENTH REVISED SHEET NO. 18.0

## NORTH PENISULA UTILITIES CORP.

## NAME OF COMPANY WASTEWATERTARIFF

## RESIDENTAL SERVICE

## RATE SCHEDULE RS

AVAILABILITY	-	Available throughout the area served by the company
APPLICABILTY	•	For wastewater service for all purposes In private residences and individually metered apartment units or condominiums
LIMITATIONS	<u> </u>	Subject to all the Rule and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD	-	Monthly
RATE	-	\$32.16 flat rate
BASE FACILTY CHARGE		N/A
TERMS OF PAYMANT	- -	Bills are due payable when rendered and become delinquent if not paid within twenty (20) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be disconnected.
EFFECTIVE DATE	-	April 1, 2014
TYPE OF FILING	-	2013 Price Index (estimated at 2%)

Tyree F. Wilson, Jr. Issuing Officer

## TWENTYFIRST REVISED SHEET NO. 18.0 CANCELS TWENTYTH REVISED SHEET NO. 18.0

## NORTH PENISULA UTILITIES CORP.

## NAME OF COMPANY WASTEWATERTARIFF

### RESIDENTAL SERVICE

## RATE SCHEDULE RS

AVAILABILITY	.*	Available throughout the area served by the company
APPLICABILTY	•	For wastewater service for all purposes In private residences and individually metered apartment units or condominiums
LIMITATIONS	-	Subject to all the Rule and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD	-	Monthly
RATE	- 1	\$33.77 flat rate
BASE FACILTY CHARGE	-	N/A
<u>TERMS OF PAYMANT</u>		Bills are due payable when rendered and become delinquent if not paid within twenty (20) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be disconnected.
EFFECTIVE DATE	-	April 1, 2015
TYPE OF FILING	-	Estimated 2014 Price Index plus 3% rate increase.

<u>Tyree F. Wilson, Jr.</u> Issuing Officer

## TWENTYSECOND REVISED SHEET NO. 18.0 CANCELS TWENTYFIRST REVISED SHEET NO. 18.0

## NORTH PENISULA UTILITIES CORP.

NAME OF COMPANY WASTEWATERTARIFF

## RESIDENTAL SERVICE

## RATE SCHEDULE RS

AVAILABILITY	-	Available throughout the area served by the company
APPLICABILTY	-	For wastewater service for all purposes In private residences and individually metered apartment units or condominiums
LIMITATIONS	-	Subject to all the Rule and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD	-	Monthly
RATE	÷	\$35.46 flat rate
BASE FACILTY CHARGE		N/A
TERMS OF PAYMANT	-	Bills are due payable when rendered and become delinquent if not paid within twenty (20) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be disconnected.
EFFECTIVE DATE	-	April 1, 2016
TYPE OF FILING	$\sim 10^{-1}$	Estimated 2015 Price Index plus 3% rate increase.

Tyree F. Wilson, Jr. Issuing Officer

### TWENTYFORTH REVISED SHEET NO. 18.0 CANCELS TWENTYTHIRD REVISED SHEET NO. 18.0

### NORTH PENISULA UTILITIES CORP.

## NAME OF COMPANY WASTEWATERTARIFF

### RESIDENTAL SERVICE

### RATE SCHEDULE RS

Commission.

\$37.23 flat rate

April 1, 2017

Monthly

N/A

### AVAILABILITY

Available throughout the area served by the company

For wastewater service for all purposes

apartment units or condominiums

In private residences and individually metered

Subject to all the Rule and Regulations of this Tariff and General Rules and Regulations of the

APPLICABILTY

LIMITATIONS

BILLING PERIOD

RATE

BASE FACILTY CHARGE

**TERMS OF PAYMANT** 

Bills are due payable when rendered and become delinquent if not paid within twenty (20) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be disconnected.

EFFECTIVE DATE

**TYPE OF FILING** 

Estimated 2016 Price Index plus 3% rate increase.

Tyree F. Wilson, Jr. Issuing Officer

## TWENTYFITH REVISED SHEET NO. 18.0 CANCELS TWENTYFORTH REVISED SHEET NO. 18.0

## NORTH PENISULA UTILITIES CORP.

## WASTEWATERTARIFF

NAME OF COMPANY

### RESIDENTAL SERVICE

## RATE SCHEDULE RS

AVAILABILITY	-	Available throughout the area served by the company
APPLICABILTY	-	For wastewater service for all purposes In private residences and individually metered apartment units or condominiums
<b>LIMITATIONS</b>	•	Subject to all the Rule and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD	ъ. Т	Monthly
RATE	-	\$39.09 flat rate
BASE FACILTY CHARGE	-	N/A
<u>TERMS OF PAYMANT</u>		Bills are due payable when rendered and become delinquent if not paid within twenty (20) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be disconnected.
EFFECTIVE DATE	-	April 1, 2018
TYPE OF FILING		Estimated 2017 Price Index plus 3% rate increase.

Tyree F. Wilson, Jr. Issuing Officer

## TWENTYSIXTH REVISED SHEET NO. 18.0 CANCELS TWENTYFITH REVISED SHEET NO. 18.0

## NORTH PENISULA UTILITIES CORP.

# WASTEWATERTARIFF

NAME OF COMPANY

## RESIDENTAL SERVICE

## RATE SCHEDULE RS

AVAILABILITY		Available throughout the area served by the company
APPLICABILTY	•	For wastewater service for all purposes In private residences and individually metered apartment units or condominiums
LIMITATIONS	-	Subject to all the Rule and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD	-	Monthly
RATE	4	\$41.05 flat rate
BASE FACILTY CHARGE		N/A
TERMS OF PAYMANT		Bills are due payable when rendered and become delinquent if not paid within twenty (20) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be disconnected.
EFFECTIVE DATE	-	April 1, 2019
TYPE OF FILING	-	Estimated 2018 Price Index plus 3% rate increase.

Tyree F. Wilson, Jr. Issuing Officer

## WASTEWATER TARIFF

## NORTH PENINSULA UTILITIES CORPORATION NAME OF COMPANY

2

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL SHEET NO. 1.0

### WASTEWATER TARIFF

## NORTH PENINSULA UTILITIES CORPORATION NAME OF COMPANY

POST OFFICE BOX 2803

- Sherry

ORMOND BEACH, FLORIDA 32075

(ADDRESS OF COMPANY)

(904) 252-5554 (904 673-4161 (Business & Emergency Telephone Numbers)

### FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Tyree F. Wilson, Jr. ISSUING OFFICER

President TITLE

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## WASTEWATER TARIFF

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Service Availability Policy	29.0
Standard Forms	23.0
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Tyree F. Wilson, Jr. ISSUING OFFICER

President	
TITLE	

## FOURTH REVISED SHEET NO. 3.0 CANCELS THIRD REVISED SHEET NO. 3.0

## NAME OF COMPANY: NORTH PENINSULA UTILITIES CORPORATION

WASTEWATER TARIFF

### TERRITORY SERVED

## CERTIFICATE NUMBER - 249-S

COUNTY - VOLUSIA

## COMMISSION ORDER (s) APPROVING TERRITORY SERVED -

ORDER NUMBER	DATE ISSUED	DOCKET NUMBER	FILING TYPE
22345	12-27-89	891016-SU	TRANSFER
24272	03-21-91	900659-SU	AMENDMENT
PSC-96-0262-FOF-SU	02-23-96	951373-SU	AMENDMENT
PSC-05-0426-FOF-SU	04-20-05	041301-SU	AMENDMENT
PSC-09-0420-TRF-SU	06-15-09	090040-SU	AMENDMENT
PSC-09-0420A-TRF-SU	07-21-09	090040-SU	AMENDATORY

(Continued to Sheet No. 3.1)

Tyree F. Wilson, Jr. ISSUING OFFICER

President TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

### DESCRIPTION OF TERRITORY SERVED

Township 13 South, Range 32 East, Volusia County, Florida

### Section 16

From a concrete monument at the Northwest corner of Section 16, Township 13 South, Range 32 East; thence South 1 degree 45 minutes 30 seconds East along the West line of said Section 16, 654.16 feet to a point on the Southerly line of Ormond Beach Plaza subdivision, as recorded in Map Book 25, page 16 of the Public Records of Volusia County, Florida; thence North 88 degrees 28 minutes 45 seconds East along said Southerly line of Ormond Beach Plaza subdivision, 109.63 feet to a point on the East line of John Anderson Highway, a 50-foot wide county road, said point being the POINT OF BEGINNING of this description; thence South 18 degrees 56 minutes 55 seconds East along said East line of John Anderson Highway 446.79 feet; thence continuing along said East line of John Anderson Highway South 22 degrees 51 minutes 34 seconds East, 1126.48 feet to the intersection with the North line of the Southerly 525.00 feet (as measured along the West line of A-1-A, an 80-foot wide state road) of the aforementioned U.S. Lot 2; thence North 88 degrees 01 minutes 15 seconds East along said North line of the Southerly 525.00 feet of U.S. Lot 2, 1510.14 feet to a point on the aforesaid West line of A-1-A; thence North 22 degrees 06 minutes 31 seconds West along said West line of A-1-A, 1563.30 feet to a point on the Southerly line of the aforementioned Ormond Beach Plaza subdivision; thence South 88 degrees 28 minutes 45 seconds West along said Southerly line of Ormond Beach Plaza subdivision, 1504.09 feet to the POINT OF BEGINNING of this description.

> Tyree F. Wilson, Jr. ISSUING OFFICER

President TITLE

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NAME OF COMPANY NORTH PENINSULA UTILITIES CORPORATION

### WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

### DESCRIPTION OF TERRITORY SERVED

Township 13 South, Range 32 East

### Section 16

### PARCEL 1:

The Southerly 500 feet of the Northerly 750 feet of Government Lot 4 in said Section 16, subject to the rights-of-way of Ocean Shore Boulevard and John Anderson Drive.

### PARCEL 2:

The Southerly 250 feet of the Northerly 1000 feet of Government Lot 4 in said Section 16, subject to the rights-of-way of Ocean Shore Boulevard and John Anderson Drive.

### PARCEL 3:

The Southerly 320 feet lying east of John Anderson Drive of Government Lot 4 in said Section 16, subject to the right-of-way of Ocean Shore Boulevard.

### PARCEL 4:

The Southerly 525 feet, as measured along the West right-of-way line of State Road A-1-A, of Government Lot 2, in said Section 16, being more particularly described as follows:

Tyree F. Wilson, Jr. ISSUING OFFICER

President

TITLE

### WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

### DESCRIPTION OF TERRITORY SERVED

From a concrete monument at the Northwest corner of Section 16, Township 13 South, Range 32 East; thence South 01 degrees 45 minutes 30 seconds East along the West line of said Section 16, a distance of 654 feet to a point on the North line of the South one-half of Government Lot 1 of said Section 16, thence North 88 degrees 28 minutes 45 seconds East along said North line, a distance of 109.63 feet; thence South 18 degrees 56 minutes 55 seconds East, a distance of 446.79 feet; thence South 22 degrees 51 minutes 34 seconds East a distance of 1126.48 feet to the interesection with the North line of the Southerly 525 feet (as measured along the West line of A-1-A, an 80 foot wide State Road) of the aforementioned Government Lot 2, said intersection being on the East line of John Anderson Highway (a 50 foot wide County Road) and the POINT OF BEGINNING of this description; thence North 88 degrees 01

minutes 15 seconds East along said North line a distance of 1510.14 feet to the West line of said State Road A-1-A; thence continuing North 88 degrees 01 minutes 15 seconds East to the shore of the Atlantic Ocean; thence Southerly along the shore of the Atlantic Ocean to the intersection with the South line of the aforesaid Government Lot 2; thence South 88 degrees 01 minutes 15 seconds West along said South line to the West line of State Road A-1-A; thence continuing South 88 degrees 01 minutes 15 seconds West a distance of 1562.86 feet to a point on the East line of the aforesaid John Anderson Highway; thence continuing South 88 degrees 01 minutes 15 seconds West to the East bank of the Halifax River; thence Northerly along said East bank to the intersection with the aforesaid North line of the Southerly 525 feet of Government Lot 2; thence North 88 degrees 01 minutes 15 seconds East to the East line of John Anderson Highway, and the POINT OF BEGINNING of this description, subject to the rights-of-way of State Road A-1-A (Ocean Shore Boulevard), John Anderson Highway, and the Intracoastal Waterway.

> Tyree F. Wilson, Jr. ISSUING OFFICER

President

TITLE

WASTEWATER TARIFF

(Continued From Sheet No. 3.3)

### DESCRIPTION OF TERRITORY SERVED

### ORDER NO. 24272

Township 13 South, Range 32 East

In Section 21

Commence at the intersection of the North Line of Section 21 of said Township and range with the westerly line of State Road A-1-A (Ocean Shore Blvd.), an 80 foot Right of Way as now laid out; Thence Southerly along said Westerly line a distance of 1,172.89 feet to the Point of Beginning; Thence continue South 23° 16' 39" East along the Westerly line of State Road A-1-A, a distance of 267.49 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West a distance of 1,847.20 feet; Thence South 88° 06' 52" West along said Easterly line of John Anderson Drive (formerly John Anderson Highway), a 50 foot Right of Way in this Section; Thence North 18° 36' 26" West along said Easterly line, a distance of 154.48 feet; Thence North 88° 04' 46" East and parallel with the North line of said Section, a distance of 155.00 feet; Thence North 18° 36' 26" West and parallel with the Easterly line of John Anderson Drive, a distance of 104.40 feet; Thence North 88° 04' 46" East a distance of 1,700.42 feet to the Point of Beginning.

TYREE F. WILSON, JR. ISSUING OFFICIER

PRESIDENT\_\_\_\_\_ TITLE

### WASTEWATER TARIFF

(Continued From Sheet No. 3.4)

### DESCRIPTION OF TERRITORY SERVED

### ORDER NO. 24272

### Barrier Isle Subdivision

Township 13 South, Range 32 East

In Section 21

Commence at the intersection of the North line of Section 21, of Said Township and Range, with the westerly line of State Road A-1-A (Ocean Shore Blvd.), an 80 foot Right of Way as now laid out; Thence Southerly along the Westerly line of State Road A-1-A, a distance of 1014.45 feet, to the Northwest corner of Marlin Drive and State Road A-1-A, said point also being the Point of Beginning of this description, Thence South 88° 04' 46" West (along Marlin Drive) a distance of 298.02 feet; Thence North 23° 19' 36" West a distance of 104.71 feet; Thence South 88° 04' 46" West a distance of 1,534.67 feet; Thence North 18° 38' 19" West a distance of 62.64 feet (also parallel to and adjacent to John Anderson Drive, formerly John Anderson Highway); Thence North 88° 04' 46" East a distance of 181.33 feet; Thence North 18° 38' 33" West a distance of 114.87 feet; Thence North 88° 04' 46" East a distance of 1635.79 feet; Thence South 23° 19' 36" East a distance of 287.31 Feet to the Point of Beginning.

### TYREE F. WILSON, JR. ISSUING OFFICIER

PRESID	ENT	
TITLE		

WASTEWATER TARIFF

(Continued From Sheet No. 3.5)

### DESCRIPTION OF TERRITORY SERVED

### ORDER NO. 24272

Township 13 South, Range 32 East

In Section 16

Commence at the intersection of the North line of Section 16, of Said Township and Range, with the Westerly Right of Way line of State Road A-1-A (Ocean Shore Blvd.), an 80 foot Right of Way as now laid out; Thence Southerly along the Westerly line of State Road A-1-A, a distance of 2,912 feet, more or less, to the Point of Beginning; thence continue along the Westerly line of State Road A-1-A South 22° 05′ 50″ East, 212.59 feet; thence South 87° 59′ 20″ West along the Northerly line of Ocean Aire Terrace (also parallel to the North line), 1,555.58 feet; thence North 15° 38′ 45″ West, parellel to and 30.00 feet Easterly of the Easterly right of way line of John Anderson Highway, 206.33 feet; thence North 88° 01′ 15″ East along the one-half Section line of said Section 16, 1,531.20 feet to the Point of Beginning.

TYREE	F.	WILSON,	JR.
ISSUIN	G	OFFICIER	

PRESIDENT	
TITLE	

#### NAME OF COMPANY

## NORTH PENINSULA UTILITIES CORPORATION

WASTEWATER TARIFF

## WASTEWATER TERRITORY

## Maderino Parcel

Township 13 South, Range 32 East, Volusia County, Florida.

In Section 21

Commence at the intersection of the North Line of Section 21 of the said Township and Range with the east shoreline of the Halifax River; thence South 25 degrees East, along the shoreline of the Halifax River 720 feet, more or less, thence due East 220 feet, more or less, to the **Point of Beginning**; thence continue due East a distance of 181.33 feet; thence South 25 degrees East and parallel to the shoreline of the Halifax River a distance of 122.17 feet; thence due West a distance of 181.33 feet, thence North 25 degrees West and parallel to the east shoreline of the Halifax River 122.17 feet to the **Point of Beginning**.

#### Ehringer Parcel

Township 13 South, Range 32 East, Volusia County, Florida.

In Section 16

Commence at the intersection of the North line of Section 16 of said Township and Range with the west Right of Way line of State Road A-1-A (Ocean Shore Blvd.), an 80 foot Right of Way as now laid out; Thence Southerly along the west Right of Way line of State Road A-1-A, a distance of 3,020 feet, more or less, to the **Point of Beginning;** thence continue southerly along said west Right of Way line of State Road A-1-A 218.29 feet to the north Right of Way line of Ocean Aire Terrace, a 50 foot Right of Way; thence due West, along the north line of Ocean Aire Terrace, 150 feet; thence North 25 degrees West and parallel to A-1-A right of way 218.29 feet; thence due East and parallel to Ocean Aire Terrace 150.00 feet to the **Point of Beginning**, except the public Right of Way outside of the curves at the corners of the Ocean Aire Terrace.

> Tyree F. Wilson, Jr. ISSUING OFFICER

President \_\_\_\_\_ TITLE

WASTEWATER TARIFF

## WASTEWATER TARIFF

## Pip's Place

Lot 67 And The East 45 Feet Of Lot 66, Atlantic Shores, Map Book 23, Page 28, Public Records Of Volusia County, Florida, In Section 21, Township 13 South, Range 32 East, More Particularly Described As Follows:

Commence At The Intersection Of The North Line Of Said Section 21 With The Centerline Of Ocean Shore Boulevard; Thence S23°22'14"E Along Said Centerline 1070.60 Feet; Thence S88°04'46"W, 42.98 Feet To The Northeast Corner Of Said Lot 67 And Point Of Beginning; Thence S23°22'14"E Along The East Line Of Said Lot 67, A Distance Of 104.75 Feet To The Southeast Corner Of Said Lot 67; Thence Along The South Line Of Said Lot 67 And Said Lot 66 S88°04'46"W, 155.00 Feet To The South West Corner Of The East 45 Feet Of Said Lot 66; Thence Along The West Line Of The East 45 Feet Of Said Lot 66 N23°22'14"W 104.75 Ft To The Northwest Corner Of The East 45 Feet Of Said Lot 66; Thence Along The West Corner Of The East 45 Feet Of Said Lot 66; Thence Along The North Line Of Said Lot 66 And Said Lot 67 N88°04'46"E, 155.00 Feet To The Point Of Beginning. Containing 0.35 Acres, More Or Less.

Tyree F. Wilson, Jr. Issuing Officer

President Title

WASTEWATER TARIFF

## COMMUNITIES SERVED LISTING

County Name	Development Name	Rate Schedule(s) _Available	Sheet No.
Volusia	Seabridge Seabridge South	A11	17.0 - 21.0

Tyree F. Wilson, Jr. ISSUING OFFICER

## WASTEWATER TARIFF

## TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 <u>"CERTIFICATE"</u> A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 <u>"COMMISSION"</u> "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive wastewater 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" NORTH PENINSULA UTILITIES CORPORATION
- 6.0 <u>"CONSUMER"</u> Any person, firm, association, corporation, governmental agency or similar organization supplied with wastewater service by the Company.
- 7.0 <u>"CUSTOMER"</u> Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of such wastewater service.
- 8.0 "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 Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 <u>"MAIN"</u> A pipe, conduit, or facility used for conveying wastewater service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Tyree F. Wilson, Jr. ISSUING OFFICER

WASTEWATER TARIFF

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(Continued from Sheet No. 5.0)

- 10.0 "POINT OF COLLECTION" For wastewater systems, "Point of Collection" shall mean the point at which the Company's piping, fittings, and valves connect with the customer's piping, fittings, and valves.
- 11.0 "RATE SCHEDULE" The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 <u>"SERVICE"</u> Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 <u>"SERVICE LINES"</u> The pipe between the Company's mains and the point of collection which includes all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 <u>"TERRITORY"</u> 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.

Tyree F. Wilson, Jr. ISSUING OFFICER

President	
TITLE	

NAME OF COMPANY NORTH PENINSULA UTILITIES CORPORATION WASTEWATER TARIFF

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	Change of Occupancy	11.0	19.0
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	Delinquent Bills	11.0	16.0
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(Continued to Sheet No. 6.1)

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Tyree F. Wilson, Jr. ISSUING OFFICER A. 24

WASTEWATER TARIFF

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(Continued from Sheet No. 6.0)

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Tyree F. Wilson, Jr. ISSUING OFFICER

President TITLE

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WASTEWATER TARIFF

#### RULES AND REGULATIONS

- 1.0 <u>POLICY DISPUTE</u> 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.
- 2.0 <u>GENERAL INFORMATION</u> The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

3.0 <u>SIGNED APPLICATION REQUIRED</u> - Wastewater service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for wastewater service accepted by the Company will be furnished to the applicant on request.

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

4.0 <u>APPLICATIONS BY AGENTS</u> – Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is

(Continued to Sheet No. 8.0)

Tyree F. Wilson, Jr. ISSUING OFFICER

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

5.0 <u>WITHHOLDING SERVICE</u> - The Company may withhold or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for wastewater service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>LIMITATION OF USE</u> Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

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

(Continued to Sheet No. (9.0)

Tyree F. Wilson, Jr. ISSUING OFFICER

<u>President</u> TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

8.0 <u>CONTINUITY OF SERVICE</u> - The company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice in accordance with Rule 25-30.250, Florida Administrative Code.

- 9.0 <u>TYPE AND MAINTENANCE</u> The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 10.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and

(Continued to Sheet No. 10.0)

Tyree F. Wilson, Jr. ISSUING OFFICER

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

Ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

12.0 <u>PROTECTION OF COMPANY'S PROPERTY</u> - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

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 The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.
- 14.0 <u>RIGHT OF WAY OR EASEMENTS</u> The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.

(Continued to Sheet No. 11.0)

Tyree F. Wilson, Jr. ISSUING OFFICER

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

16.0 <u>DELINQUENT BILLS</u> - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented a five (5) day written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of wastewater service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for wastewater service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY When both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.
- 18.0 <u>TAX CLAUSE</u> A municipal or county franchise tax levied upon a wastewater or water public utility shall not be incorporated into the rate for wastewater or water service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- 19.0 <u>CHANGE OF OCCUPANCY</u> When a change of occupancy takes place on any premises supplied by the Company with wastewater service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The

(Continued to Sheet No. 12.0)

Tyree F. Wilson, Jr. ISSUING OFFICER

President	
TITLÉ	

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

outgoing customer shall be held responsible for all wastewater service rendered on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied wastewater service by the Company; the customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customers, to discontinue or transfer wastewater service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

- 20.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WASTEWATER</u> Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 <u>ADJUSTMENT OF BILLS</u> When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350 and 25-30.340, Florida Administrative Code.

(Continued to Sheet No. 13.0)

Tyree F. Wilson, Jr.

ISSUING OFFICER

President

TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

- 22.0 <u>FILING OF CONTRACTS</u> 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 prior to its effective date.
- 23.0 <u>EVIDENCE OF CONSUMPTION</u> The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

(Continued to Sheet No. 14.0)

Tyree F. Wilson, Jr. ISSUING OFFICER

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

(Continued to Sheet No. 15.0)

Tyree F. Wilson, Jr. ISSUING OFFICER

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

HELD FOR FUTURE USE

Tyree F. Wilson, Jr. ISSUING OFFICER

# NAME OF COMPANY NORTH PENINSULA UTILITIES CORPORATION WASTEWATER TARIFF

## INDEX OF RATES AND CHARGES SCHEDULES

	Sheet Number
Customer Deposits	20.0
General Service, GS	17.0
Miscellaneous Service Charges	21.0
Multi-Residential Service, MS	19.0
Residential Service, RS	18.0
Service Availability Fees and Charges	22.0

Tyree F. Wilson, Jr. ISSUING OFFICER

WASTEWATER TARIFF

## GENERAL SERVICE

#### RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For wastewater service to all customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

RATE -

N/A

BASE FACILITY CHARGE -

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Tyree F. Wilson, Jr. ISSUING OFFICER

## EIGHTEENTH REVISED SHEET NO. 18.0 CANCELS SEVENTEENTH REVISED SHEET NO. 18.0

## NAME OF COMPANY WASTEWATER TARIFF

## NORTH PENINSULA UTILITIES CORPORATION

## RESIDENTIAL SERVICE

## RATE SCHEDULE RS

AVAILABILITY	-		Available throughout the area served by the company
APPLICABILITY	-		For wastewater service for all purposes in private residences and individually metered apartment units or condominiums.
LIMITATIONS	٦		Subject to all of the Rules and Regulations of this Tariff and Genersal Rules and Regulations of the Commission.
BILLING PERIOD	-		Monthly
RATE	-		\$31.02 Flat Rate
BASE FACILITY CHARGI	E	Η	N/A
TERMS OF PAYMENT		ž	Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be discontinued.
EFFECTIVE DATE	-		April 1, 2012
TYPE OF FILING	-		2011 Price Index

## Tyree Wilson ISSUING OFFICER

## NAME OF COMPANY NORTH PENINSULA UTILITIES CORPORATION WASTEWATER TARIFF

## COMMERCIAL SERVICE

## RATE SCHEDULES CS

AVAILABILITY	-	2986 Oceanshore Blvd.
APPLICABILITY	*	For commercial wastewater service for all purposes at 2986 Oceanshore Blvd.
<u>LIMITATIONS</u>	-	Subject to all of the Rules and Regulation of this Tariff and General Rules and Regulations of the Commission.
BILLING PEROID	-2	Monthly
RATE	-	\$421.28
BASE FACILITY CHARGE	-	N/A
TERMS OF PAYMENT	~	Bills are due and payable when rendered and become delinquent if not paid within twenty (20) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be disconnected.
EFFECTIVE DATE	-	July 22, 2009
TYPE OF FILING	-	New Class of Service

Tyree F. Wilson, Jr. Issuing Officer

President Title

WASTEWATER TARIFF

## MULTI-RESIDENTIAL SERVICE

## RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.

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

BILLING PERIOD -

RATE -

N/A

BASE FACILITY CHARGE

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Tyree F. Wilson, Jr. ISSUING OFFICER

President

TITLE

WASTEWATER TARIFF

## SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's Rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

<u>AMOUNT OF DEPOSIT</u> - The amount of initial deposit shall be the following according to meter size:

<u>Residential</u>	General Service		
None	None		
	None None None		

<u>ADDITIONAL DEPOSIT</u> - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

Tyree F. Wilson, Jr. ISSUING OFFICER

WASTEWATER TARIFF

## MISCELLANEOUS SERVICE CHARGE

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.

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

<u>NORMAL RECONNECTION</u> - 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.

<u>VIOLATION RECONNECTION</u> - 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.

<u>PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION)</u> - 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 arrrangements to pay the bill.

#### Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$	N/A
Normal Reconnection Fee	\$	N/A
Violation Reconnection Fee	S	N/A
Premises Visit (in lieu of disconnection)	\$	N/A

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

EFFECTIVE DATE - 5/24/90

TYPE OF FILING - Transfer of Cert,

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President	
TITLE	

WASTEWATER TARIFF

(Continued from Sheet No. 20.0)

<u>INTEREST ON DEPOSIT</u> - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of n/a each year.

<u>REFUND OF DEPOSIT</u> - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has <u>not</u>, in the preceeding 12 months:

(a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),

(b) paid with a check refused by a bank,

(c) been disconnected for non-payment, or

(d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon retainment of such deposit.

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

Tyree F. Wilson, Jr. ISSUING OFFICER

President \_\_\_\_\_

WASTEWATER TARIFF

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## SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

DESCRIPTION	AMOUNT	REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.
Customer Connection (Tap-in) Charge 5/8" x 3/4" metered service 1" metered service 1 1/2" metered service	\$ î/a \$ \$	
2" metered service	\$ Actual Cost	[]]
Guaranteed Revenue Charge With Prepayment of Service Availability Charges: Residential-per ERC/month ()GPD All others-per gallon/month	n/a \$ \$	
Without Prepayment of Service Availability Charges: Residential-per ERC/month ()GPD All others-per gallon/month	n/a \$ \$	
Inspection Fee	Actual Cost	[1]
Main Extension Charge Residential-per ERC (GPD) All others-per gallon	\$ n/a \$	
or Residential-per lot (foot frontage) All others-per front foot	\$ n/a \$	
Plan Review Charge	Actual Cost	[1]
Plant Capacity Charge Residential-per ERC (GPD) All others-per gallon	\$ n/a \$	
System Capacity Charge Residential-per ERC (GPD) All others-per gallon	\$ n/a \$	
[1] Actual Cost is equal to the total cost incurred customer.	for services	rendered by a

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WASTEWATER TARIFF

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## INDEX OF STANDARD FORMS

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	24.0
HELD FOR FUTURE USE	25.0 and 28.0

Tyree F. Wilson, Jr. ISSUING OFFICER

NAME OF COMPANY NORTH PENINSULA UTILITIES CORPORATION WASTEWATER TARIFF

## CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Tyree F. Wilson, Jr. ISSUING OFFICER

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

NORTH PENINSULA UTILITIES CORP.

P.O. Box 2803 Ormond Beach, FL 32175 (904) 252-5554 or (904) 677-7405

## APPLICATION FOR SERVICE FROM NORTH PENINSULA UTILITIES

Name						
Service	Address					
Mailing	Address					
Lot	Block	Seabridge	Subdivision,	Ormond	Beach,	FL.
Date of	Occupancy					

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WASTEWATER TARIFF

"HELD FOR FUTURE USE"

Tyree F. Wilson, Jr. ISSUING OFFICER

Second Revised Sheet No. 27.0

CANCELS First Revised Sheet No. 27.0

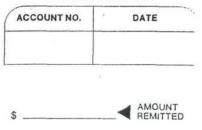
Name of Company <u>NORTH PENINSULA UTILITIES CORPORATION</u> WASTEWATER TARIFF

## COPY OF CUSTOMER'S BILL

NORTH PENINSULA UTILITIES CORP. PO. BOX 2803 ORMOND BEACH, FLORIDA 32175

TELEPHONE (904) 673-8781

## STATEMENT



PLEASE DETACH AND RETURN WITH YOUR PAYMENT

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DATE INVOICE NO.	DESCRIPTION	CHARGES	PAYMENTS	BALANCE
CURRENT	30 DAYS	60 DAYS	90 DAYS	AMOUNT DUE

NAME OF COMPANY <u>NORTH PENINSULA UTILITIES CORPORATION</u> WASTEWATER TARIFF

HELD FOR FUTURE USE

Tyree F. Wilson, Jr. ISSUING OFFICER

NORTH PENINSULA UTILITIES CORPORATION

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Tyree F. Wilson, Jr President

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Tyree F. Wilson, Jr. President

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NORTH PENINSULA UTILITIES CORPORATION SEWER TARIFF

## SERVICE AVAILABILITY POLICY

## 1.0 PURPOSE

The Utility hereby establishes this policy for the purpose of creating a uniform method of determining the contribution-in-aid-of-construction (hereinafter "CIAC") to be borne by property owners, builders or developers (hereinafter sometimes referred to as Contributor) within the certificated area of the Utility.

## 1.1 General Policy

The Utility adopts and incprporates herein by reference Chapter 25-30, Florida Administrative Code ("F.A.C.") concerning Service Availability for Sewer Systems, of the Florida Public Service Commission. Utility will make available service and extensions of service under said Rules, subject to matters of economic feasibility, as defined in Rule No. 25-30.515, F.A.C.

The word "person" as used in Rule 25-30.515 (4), F.A.C., shall mean and include "political subdivision".

## 2.0 AVAILABILITY

The provisions of this Policy are available to property owners, builders and developers throughout the certificated area subject only to matters of economic feasibility.

## 2.1 Service Availability

It is understood and agreed, as a part of the provisions of this tariff and all developer agreements, that the utility will receive all monies and property received as a contribution for the use and benefit of the present and future owner of the lot for which such contribution was made. Such contributions may be excluded in any future proceedings, wherein establishment of rates for service are considered, or sale or transfer of the utility system, whether by a negotiated sale or by condemnation under the statutes relating to eminent domain. In establishing value of the utility system any consideration relative to the ability of a sewer system

here is himselves

NORTH PENINSULA UTILITIES CORPORATION SEWER TARIFF

through its revenue to support or provide a return on investment will be on the basis of the ratio between company investment in gross plant in service and gross CIAC. This is to preclude a situation where customers who have provided capital for financing the utility system, in whole or in part, through their contributions, at a later date, because of a sale or transfer of the utility system, have to support, through rates for service an unreasonable amount of the transferee's investment in the system.

2.2

## Service Outside Certificated Area

Owners, builders or developers being potential consumers whose property lies outside the Utility's certificated area, may apply to the Utility for the extension of sewage collection mains to said property.

Providing service outside the Utility's territory involves formal notice and formal proceedings before the Florida Public Service Commission and, therefore, entails engineering, administrative, and legal expenses in addition to costs incurred by the Utility in providing service within its territory. Therefore, the Utility will not be obligated to provide its services outside the territory unless the contributor agrees, in advance, to defray those additional expenses and pay to the Utility the estimated cost thereof. The advance payment will be adjusted to conform with the actual expenses after the proceedings have been concluded. The Utility will make such extensions outside the territory only if the extensions and treatment plant reservation or expansion to serve such extensions are economically feasible as defined by Rule 25-30.515 (7), F.A.C.

The Utility will not extend its facilities in situations where the extensions will result in the service to existing customers to suffer either as a result of reduction of capacity to provide its service to customers, or diminishment of economic capability of the Utility to meet its financial commitments.

> Tyree F. Wilson, Jr. President

NORTH PENINSULA UTILITIES CORPORATION SEWER TARIFF

#### 3.0 DEFINITIONS

Terms not specifically defined herein or elsewhere in the service availability rules are considered to have their commonly understood meaning. Otherwise, for the purpose of this policy, the definitions in Rule 25-30.515, F.A.C. and in Appendix A to this policy shall apply.

#### 4.0 OBLIGATIONS OF UTILITY

Utility shall maintain copies of this Policy available for the inspection by any property owner, developer, builder or prospective consumer desiring information regarding all elements of the cost of connecting to the sewer facilities of the Utility, and such copies shall be maintained at its general office.

Utility shall maintain "as-built" information on its sewer facilities in its office or in the office of its designated representatives for the purpose of providing reasonable information concerning the location of its sewer facilities.

In instances where Utility undertakes the installation of the sewage collection lines, in lieu of the developer's installation of such facilities, such installation will be at the cost and expense of the developer. The Utility will provide laterals for sewer service to developer's lot line ready for plumber's "hook-up."

#### 5.0 OBLIGATIONS OF DEVELOPER

All contributors and developers shall furnish to the Utility accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. Developers who increase their density factors and/or consumption requirements during the course of construction of the project are liable for an adjustment in their hydraulic share for off-site facilities and/or an increase in total CIAC applicable to developers' project. Developer is responsible for errors or changes in engineering information furnished to Utility when such error or change results in increased cost to Utility for any construction which Utility may undertake in connection with installing sewage collection facilities or which would necessitate a new design or re-design of sewage collection plans.

NORTH PENINSULA UTILITIES CORPORATION

#### .1 Developer's Agreements

The Utility will require that provisions for extensions of service and service availability be made pursuant to a written "developer's agreement," which shall set forth such reasonable provisions governing developer and Utility responsibility pertaining but not limited to the installation of service facilities; the interconnection of plumber's, lines with the facilities of Utility; the manner and method of payment of CIAC; matters of exclusive service rights by Utility; standards of construction or specifications; time commitments to "take and use sewer services"; engineering errors and omissions; rules, regulations and procedures of Utility; prohibitions against improper use of Utility's facilities and other matter normally associated with and contained in developer agreements. Such agreement will be consistent with the provisions of this Policy and in conformity with the rules promulgated and revised from time to time by the Commission.

The Utility may require that the contributor, in addition to the contributions set forth herein, bear the cost of preparation of developer agreement by independent counsel or persons qualified to draft and prepare such agreements. Said charges shall not exceed that amount normally to be contemplated for such service. (25-30.55, F.A.C.)

### 6.0 REQUIREMENT FOR PAYMENT OF CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION

The Utility requires the payment of CIAC either by cash payments or through transfer of sewage collection facilities and appurtenances thereto which have been installed by the contributor or through a combination of both cash payments and a transfer of such facilities to the Utility.

For the purpose of this policy, the term CIAC shall include the on-site sewage collection system contributed in cash or in kind; payments to defray, in part or in total, the cost of the off-site lines and related facilities; and payments to defray in part the cost of the treatment facilities.

> Tyree F. Wilson, Jr. President

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#### 7.0

### CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION - TREATMENT FACILITIES

Utility requires that all contributors pay a prorata share of the cost of treatment plant facilities, whether or not the facilities have been constructed or may be constructed to continue to render service. Such payments are herein defined as contributionsin-aid-of-construction and shall be required of all contributors upon approval of the governmental agency having jurisdiction of this Policy, where sewer service is available or agreed to be made available, in the territory.

Utility further declares that these contributions shall be uniform among all contributors notwithstanding provisions of prior developer agreements or the practices and procedures pertaining to such charges as established prior to the adoption of Chapter 25-30, F.A.C.

It is the further purpose of this section to resolve inequities and discriminatory practices regarding contribution by placing all owners, builders and developers on a parity with regard to such charges.

### 7.1 Plant Capacity Charge

The following is the schedule of CIAC for treatment facilities to be paid prior to the commencement of sewer service as a prerequisite for such service:

#### SEWER

Plant Capacity Charge (1) (per lot)

\* \$0.00

(1) Based upon an average daily demand of 350 gallons of sewage for a single family residence. ("ERC")

Charges to contributors pursuant to this Policy are calculated on a cost based upon the estimated demand of the contributors proposed installation upon the collection and treatment facilities of the Utility and is computed by multiplying the above rates by the daily gallons of demand set forth in Appendix "B", provided, however, that no user of sewer service shall pay less than the amount due for one E.R.C.

\* Order No. 16184, issued on June 4, 1986, eliminated the plant capacity charge. Therefore, all reference to such a charge throughout the context of this policy is no longer applicable.

Effective Date: October 10, 1990 Type of Filing: Transfer of Certificate

Original Sheet No. 36

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#### 7.2

### Treatment Plant Sewer Demand Characteristics

In Appendix "B", attached hereto, is a list of daily rated gallons of demand for various occupancies which will be used in computing the total contributions. In the instance of common facilities of multiple dwelling units such as laundering, recreation facilities, commercial and commercial/residential facilities, determination of connection and main extension charges will be based upon the use characteristic defined by engineering data supplied by the prospective contributor, as accepted by the Utility. (25-30.515(8), F.A.C.)

7.3

### Treatment Plant Capacity Allocations

Upon payment by the contributor and its proper execution of an agreement for service availability pursuant to these rules, the Utility will reserve and will allocate to the contributor the portion of sewer plant capacity as set forth in the agreement for a period of eighteen (18) months from the date of payment of all amounts set forth in the agreement. If, for example, the contributor shall calculate demand of 350 gallons of sewage per day per single family residence, that capacity will be built or reserved for the contributor as specified by Rule 25-30.53, F.A.C. The Utility will not be obligated to provide capacity or service in excess of that allocation and may require consumers to curtail use which exceeds such allocated capacity. If additional plant or capacity is not actually built and/or allocated to a contributor, either from existing or additional facilities, the Utility will refund these charges to the contributor as set forth in the Developer's Agreement.

8.0

### CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION - "OFF-SITE" FACILITIES

Since each developer draws from the hydraulic capacity of such lines based on engineering design, Utility will require that developer pay his property's hydraulic share of the cost of the "off-site" collection facilities through which service is rendered to developer's property. This pro-rata share is referred to as developer's "hydraulic share of off-site facilities."

Whenever use of such off-site facilities is necessary to render adequate service, the Contributor must pay in advance the total cost of the hydraulic share of all off-site facilities necessary to provide service to the property to be served.

It is the policy of the Utility to apportion the cost of "off-site" facilities as hereinafter defined, pro-rata against the properties receiving service from and through such facilities.

It is further declared and established that the determination of the hydraulic share will be computed using the list of average daily flows in gallons as shown in Appendix "B", attached hereto. The charge for the hydraulic share of offsite facilities is applicable whether or not the facilities have been previously constructed or are necessary to be constructed to serve Contributor.

It is the intent of this section to apportion the cost of main collection lines and pumping stations on a fair share basis irrespective of whether such collection lines and pumping stations have been previously constructed or are proposed to be constructed.

#### 8.1 Construction of Oversized Facilities

9.0

Utility may require the installation of oversized off-site lines and facilities to provide service for other properties in accordance with the master plan of Utility. In this event, Contributor may be required to advance the entire cost and the balance of the cost in excess of the cost to serve the Contributor will then be the subject of a refundable advance agreement, as hereinafter provided.

### CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION - 'ON-SITE " FACILITIES

Each developer and contributor shall be responsible for the design, installation, inspection and testing of the complete sewage collection system located in the street or streets adjoining or within the boundaries of developer's property. The provisions of this Rule may be waived by the Utility at its sole option in situations involving single or individual connections to readily accessible utility mains or equipment.

The Contributor shall pay all expenses of any nature related to the on-site project, such as, but not limited to, fees for permits and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work, administration or engineering.

### 9.1 Design and Construction of "On-Site" Facilities

Utility may, at the request of the developer, design and install on-site facilities and require Contributors to pay the actual cost of design and construction, including all necessary fees. In the alternative, Utility may permit Contributor to design and/or construct the on-site facilities provided, however, such design, installation and construction shall be subject to the prior approval of Utility.

### 9.2 Transfer of "On-Site" Facilities

Contributor shall also be responsible for financing of the on-site facilities in such a manner as to permit transfer of ownership and control of the facilities to Utility free and clear of any impediment to the continuous unfettered enjoyment by the Utility. All transfers of on-site facilities shall be in form reasonably satisfactory to the Utility and shall be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances.

#### Construction of Oversized Facilities

Utility may install or may require the installation of over-sized lines or facilities on Contributor's property to provide service to other properties in accordance with the master plan of Utility. In this event, Contributor will be required to advance the entire cost, and the balance of the cost in excess of the cost to serve the Contributor will then be the subject of a refundable advance agreement as hereinafter provided.

Because of the limited size of Contributor's property, for which service has been requested, Utility may, at the request of the developer, design and install the sewage collection system by use of a contractor acceptable to it. In such event, Utility reserves the right to compute the estimated cost of such extension and to require Contributor to pay such cost of construction in lieu of Contributor's installation of the sewage collection system.

> Tyree F. Wilson, Jr. President

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### 10.0 CUSTOMER CONNECTION (TAP-IN) - CHARGE

The amount of contribution to reflect the cost of tapping into the main and as defined in Appendix "A" will not exceed the actual cost of tapping into the main line and extending a service pipe from the main to the customer's installation. This contribution will not be imposed jointly with Main Extension Charges as discussed in Rule 8.0 and 8.1 of this Policy.

#### 11.0 ON-SITE SYSTEM DESIGN AND CONSTRUCTION

#### 11.1 Design by Independent Engineers

Utility shall recognize the design of sewer facilities prepared by a registered professional engineer regularly engaged in the field of sanitary engineering, covering the design of developer's on-site sewage collection system. Provided, however, that each such design shall be fully subject to the approval of the Utility and shall conform in all respect to the criteria of Utility governing the installation of utility facilities ultimately to be accepted by Utility for ownership, operation and maintenance. Utility reserves the right to charge a fee commensurate with the actual cost to Utility of reviewing such engineering plans and furnishing to developer's engineer, various information regarding location and criteria. All designs of sewage collection facilities are at all times subject to the approval of other agencies having jurisdiction over such design.

Provided, however, that the Utility will establish specifications based upon good engineering and utility construction practices, and shall provide such specifications to the developers or their representative. Any such specifications shall be incorporated into the design and construction of the on-site collection systems. In the event that such specifications are not incorporated into the on-site system design and construction, the Utility reserves the right to order suspension of further design or construction pending correction of the deficiencies.

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### 11.2 Design by Utility's Engineer

Utility maintains a relationship with its consulting engineer to provide utility design services to developers for the purpose of facilitating the design of developer's on-site sewage collection system. Designs prepared by Utility's consulting engineer are acceptable to Utility, but are at all times subject to the' approval of other governmental agencies having jurisdiction over the subject matter of such design. The cost of plans prepared by Utility's consulting engineer shall be borne by developer. However, in such cases, developer will not be required to pay the charge for review of such plans as provided for in the foregoing paragraph.

### 11.3 Construction of Collection Systems

The on-site collection systems may be constructed by the Utility or by the developer or a sub-contractor employed by the developer at his option. Provided, however, that in the event the developer decides to construct and install or have constructed and installed, the collection systems, the developer shall not less than thirty (30) days prior to commencing construction, furnish the Utility with a complete copy of the plans and specifications of the proposed on-site collection system. The Utility shall have twenty (20) days in which to determine the acceptability of the design, plans and specifications furnished to it by the developer. If the Utility shall object to the design, plans and specifications or any part thereof, construction shall not commence pending the resolution of the Utility's objection. (25-30.545, F.A.C.)

It is further provided that the Utility may issue, revise or amend a list of construction contractors who are qualified to construct and install sewer systems and facilities to the level desired by the Utility. The Utility further reserves the right to reject any construction contractor who the Utility believes or has reason to believe does not perform, construct, or install facilities in accordance with good engineering practice and generally accepted construction practices as practiced by the Utility.

12.0 TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE

Should events occur wherein the Utility agrees to

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accept systems built by others, each contributor (developer, builder, etc.) who has constructed portions of a sewage collection system shall convey such component parts of the sewage collection system to Utility by bill of sale, in form satisfactory to Utility's attorney, together with such evidence as may be required by Utility that the sewer systems proposed to be transferred to Utility are free of all liens and encumbrances.

PROVIDED, HOWEVER, THAT AT ALL TIMES:

### 12.1 Customer's Installation

Any facilities in the category of consumer's installation as defined in Appendix A shall not be transferred to Utility and shall remain the property of individual customers, their successors or assigns.

### 12.2 Acceptance of Lines

Utility shall not be required to accept title to any component part of the sewage collection system until Utility's engineer has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by Utility and thereafter evidenced its acceptance of such lines for Utility's ownership, operation, and maintenance.

#### 12.3 Cost Records and "As-Built" Plans

Contributor shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by the contributor. Such cost information shall be furnished to Utility concurrently with the bill of sale and such cost information shall be a prerequisite for the acceptance by Utility of the portion of the sewage collection system constructed by the contributor. Contributor shall also supply to the Utility a complete copy of "as built" plans signed by the engineer responsible for construction, and the supplying of such plans will be a prerequisite for the acceptance by the Utility of the portion of the sewer collection system constructed.

### 12.4 Right to Refuse Connection and Service

Utility reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the sewage collection system until such time as the provisions of this section have been fully met.

#### 13.0 EASENENTS AND RIGHTS-OF-WAY

As a prerequisite to the construction of any sewage collection system proposed to be connected to the facilities of Utility, Contributors shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of the proposed facilities and the master plan of Utility. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to the Utility. Such conveyances shall be made without cost to Utility. Utility reserves the right to require such easement or rightof-way to the "point of delivery of service," being the point at which the Utility's facilities join with consumer's installation.

#### 14.0 INSPECTIONS

The Utility shall have, at all times during the construction, the right to inspect the construction of the sewer facilities being built by the contributor, or his agents or employees, as set forth in this Policy and receive payment of fees referred to therein. (25-30.54(7), F.A.C.)

Such inspection is designed to assure Utility that sewer lines and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. Utility further reserves the right to be present at tests of component parts of sewage collection systems for the purpose of determining that the system, as constructed, conforms to Utility criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under the direct supervision of Utility engineer or authorized inspector.

### 14.1 Inspection Fees

Any engineering plans or designs for, or construction of facilities by a contributor (developer) which are to become a part of Utility's system, will be subject to review and inspection by the Utility.

For this service the Utility may charge an inspection fee based upon the actual cost to the Utility of inspection of facilities constructed by contributors of independent contractors for connection with the facilities of the Utility. Such inspection fee shall be paid by the contributor in addition to all other charges above stated, as a condition precedent to service. A copy of the engineer's statement for plan review and inspections will be furnished to the contributor upon request. (25-30.515(11), F.A.C.)

#### 14.2 Inspection of Plumber's Hook-Up

It shall be the responsibility of the contributor or its plumbing contractor to connect contributor's plumbing installation with the sewage collection system. The Utility reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Utility's rules governing such connections.

The contributor shall notify the Utility of any proposed interconnection with the facilities of the Utility and connection may be made without the presence of the Utility inspector. However, such connection shall remain open until inspection by the Utility and until notice of the approval of such connection is furnished to the developer in accordance with the practices and procedures of the Utility. Any connection covered without the benefit of inspection will result in subsequent inspection. If the Utility fails to inspect the connection within 48 hours after written notice that the same is ready to inspect, the connection shall be deemed approved by the Utility. (25-30.545, F.A.C.)

#### 15.0 REFUNDABLE ADVANCES

Developer shall always be responsible for his "hydraulic share" of the cost of off-site facilities. However, occasions may arise when, for sound engineering reasons relating to Utility's master plan, it is necessary to serve a Contributor with facilities greater in size than the facilities related to the Contributor's pro-rata share.

Therefore, the Utility may require, in addition to the contributions set forth herein, a refundable advance by a contributor to temporarily defray the cost of any

off-site extension of sewer mains, pumping stations, and other facilities necessary to connect the developer's property with the then proper point of interconnection with the Utility's existing sewer facilities, in size needed to provide service to the subject property.

In the event that the Utility requires the developer to advance to the Utility additional main extension , charges based upon the anticipated hydraulic load requirements of the undeveloped property in order that such facilities may be constructed to serve both the developer's property and the immediately surrounding area in accordance with the Utility's master plan for service, charges paid by the contributor over and above the contributor's hydraulic share of the off-site facilities, shall be refunded to the developer in accordance with the terms and conditions of a refunding agreement which the Utility will execute with the contributor. Notwithstanding the provisions of this Section, the Utility may limit the life of the refund agreement to a term of not longer than five (5) years, after which time a portion of the refund not made to the contributor by the terms and conditions of the refund agreement will be cancelled. In no event shall a contributor recover an amount greater than the difference between the capitalized cost of such improvements and the developer's own hydraulic share of such improvement. The Utility will not include any interest upon the refund of the developer's advance. (25-30.515(16), F.A.C.)

#### 16.0 ADJUSTMENT PROVISIONS

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Governmental Authority: The rules and charges set forth in this Policy are subject to adjustment by appropriate action of the governmental agency having jurisdiction of this Policy, either by action of the governmental agency or by request of the Utility. (25-30.565, F.A.C.)

> Tyree F. Wilson, Jr. President

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### HELD FOR FUTURE USE

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### APPENDIX "A"

### DEFINITIONS

CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION (CIAC) - The sum of money and/or the value of property represented by the cost of the sewer treatment facilities and the sewage collection systems including lift stations, which developer or owner transfers, or agrees to transfer, to Utility in order to induce Utility to provide utility service to specified property. Total CIAC includes the sum of those contributions shown below and classified as shown for ease in calculation and explanation. Contributions to be paid by a developer will consist of from one to all of the categories depending on the size, plant demand, location relative to the treatment plants and other factors as discussed in this Policy. Total CIAC will be computed on the following basis:

Contribution-in-Aid-of-Construction - Treatment Facilities -The term applied to any contribution-in-aid-of-construction, paid in cash by a property owner, builder, or developer, for the purpose of partially or fully defraying Utility's cost of waste water treatment plant.

Contribution-in-Aid-of-Construction - "Off-Site" Facilities -The term applied to any contribution-in-aid-of-construction, paid by the contributor to the Utility for the purpose of defraying all or part of the Utility's capital costs in extending its off-site sewer facilities to provide utility service to specified property. Said contribution shall be determined on the "hydraulic share" basis and will include contribution for tapping of the mail and extension of the service line when such is a part of the contractual arrangement.

Contribution-in-Aid-of-Construction - "On-Site" Facilities -The term applied to any contribution-in-aid-of-construction, paid by a contributor in cash or in kind by the construction and/or donation of the complete sewage collection systems located within the boundaries of developer's or builder's property.

CUSTOMER CONNECTION FEES - The term applied to the charge imposed by the Utility to defray the cost of installing the connection between the customer's property and the Utility's main sewer lines (including the cost of piping). This service is generally performed by the customer's plumbing contractor. Total customer connection fee will consist of the following where appropriate:

<u>Main Tapping Fee</u> - The fee imposed by the Utility to defray the cost of tapping into the main and extending a service pipe from the main to the customer installation.

- CUSTOMER INSTALLATION All facilities on the customer's side of the point of delivery.
- EQUIVALENT RESIDENTIAL CONNECTION (ERC) A determination of the average daily flow of a specific classification of sewer service customers, and comparing that flow with the normal average daily flow of a single residential unit (350 gallons per day) to determine the equivalence of that sewer service customer to a normal single residential unit.
- HYDRAULIC SHARE The pro-rata share of the capabilities of facilities to be available to the contributor, which pro-rata share is multiplied by the unit cost (per gallon) of constructing such facilities to determine the proportional share of the cost thereof to be borne by the contributor.
- OFF-SITE FACILITIES The sewage collector trunk mains (including manholes), sewage force mains and sewage pumping stations, for the collection of sewage received from the several properties within the service territory of the Utility.
- <u>ON-SITE FACILITIES</u> The portion of the sewage collection system and treatment facility which has been or is to be located wholly within the property which is the subject of the extension agreement. In the event that a trunk main crossed the property of contributor, the on-site facilities shall be considered the sewage collection system that is located on the contributor's property but outside of the easement containing said trunk line facilities.
- SERVICE AVAILABILITY The readiness and ability on the part of Utility to furnish utility service meeting prescribed quantity and quality standards through sewage collection lines abutting the property proposed to be served.

Original Sheet No. 48.

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NORTH PENINSULA UTILITIES CORPORATION SEWER TARIFF

### APPENDIX "B"

### SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY

### Types of Building Usages

Apartments	
Bars and Cocktail Lounges	
Boarding Schools (Students and Staff)	
Bowling Alleys (toilet wastes only, per lane) 100 gpd (2)	
Country Clubs, per member	
Day Schools (Students and Staff) 10 gpcd	
Drive-in Theatres (per car space) 5 gpd	-
Factories, with showers 15 gpcd/shift	
Factories, no showers 15 gpcd/shift	
Hospitals, with laundry	
Hospitals, no laundry	
Hotels and Motels	8
Laundromat, (Self Service) per machine	n
Mobile Home Parks	11
Movie Theatres, Auditoriums, Churches (per seat) 3 gpd	
Nursing Homes	40
Office Buildings	
Public Institutions (other than those listed	
herein)	
Restaurants (per seat)	
Single Family Residential	
Townhouse Residence	
Stadiums, Frontons, Eall Parks, etc. (per seat) 3 gpd	
Stores, without kitchen wastes 5 gpd/100 sq. ft.	
Speculative Buildings	
- 10 gpd/100 sq. ft	
Warehouses	
10 gpd/1000 sq. f	t
(1) gpcd - gallons per capita per dav	

(1) gpcd - gallons per capita per day
(2) gpd - gallons per day

NOTE: Sewage gallonage refers to sanitary sewage flow on unit basis for average daily flow in gallons per day.

### SCHEDULE OF FEES AND CHARGES

### SEWER

DESCRIPTION		AMOUNT	SHEET NO.
Plant Capacity Charge Residential-per ERC (350 GPD) All others-per gallon	(1)	\$0.00 \$0.00	29.0
Main Extension Charge Residential-per ERC (350 GPD) All others-per gallon		Refer to Rule 8.0	30.0
Customer Connection (Tap-in) Charge All sizes		Actual Cost	33.0
Plan Review Charge Refer to Rules 11.1 and 11.2		Actual Cost	33.0, 34.0
Inspection Fee Refer to Rule 14.1		Actual Cost	36.0, 37.0

(1) Order No. 16184, issued on June 4, 1986, eliminated the plant capacity charge. Therefore, all reference to this charge throughout the context of this policy is no longer applicable.

Effective Date: 10/10/90 Type of Filing: Transfer of Certificate

Commissioners: Ronald A. Brisé, Chairman Lisa Polak Edgar Art Graham Eduardo E. Balbis Julie I. Brown

## STATE OF FLORIDA



MARSHALL WILLIS, DIRECTOR DIVISION OF ECONOMIC REGULATION (850) 413-6900

## Hublic Service Commission

March 1, 2012

Mr. Robert F. Dodrill North Peninsula Utilities Corporation c/o Regulated Plant Consulting 2307 Amherst Avenue Orlando, Florida 32804

### Re: Application for 2011 Price Index Rate Adjustment for North Peninsula Utilities Corporation in Volusia County

Dear Mr. Dodrill:

The following tariff sheets have been approved effective April 1, 2012:

<u>Wastewater Tariff</u> Eighteenth Revised Sheet No. 18.00

Please incorporate these tariff sheets into the approved tariff on file at the utility's office. If you have any questions, please contact Kentaya Beeler at (850) 413-6447 at our office.

Sincerely,

all with

Marshall Willis Director

MW/ao Enclosures COMMISSIONERS: RONALD A. BRISÉ, CHAIRMAN LISA POLAK EDGAR ART GRAHAM EDUARDO E. BALBIS JULIE I. BROWN

### STATE OF FLORIDA



MARSHALL WILLIS, DIRECTOR DIVISION OF ECONOMIC REGULATION (850) 413-6900

## Hublic Service Commission

April 4, 2012

Mr. Robert F. Dodrill North Peninsula Utilities Corporation c/o Regulated Plant Consulting 2307 Amherst Avenue Orlando, Florida 32804

### Re: Application for 2011 Price Index Rate Adjustment in Volusia County.

Dear Mr. Dodrill:

The following tariff sheet list below had the incorrect revision level on it, please find corrected sheet attached. The tariff sheet still has an effective date of April 1, 2012:

## Wastewater Tariff

### Seventeenth Revised Sheet No. 18.0

Please incorporate this tariff sheet into the approved tariff on file at the utility's office. If you have any questions, please contact Kentaya Beeler at (850) 413-6447 at our office.

Sincerely,

Mall Willer

Marshall Willis Director

MW:js Enclosure

### SEVENTEENTH REVISED SHEET NO. 18.0 CANCELS SIXTEENTH REVISED SHEET NO. 18.0

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### NAME OF COMPANY WASTEWATER TARIFF

### NORTH PENINSULA UTILITIES CORPORATION

#### RESIDENTIAL SERVICE

### RATE SCHEDULE RS

AVAILABILITY -			Available throughout the area served by the company				
APPLICABILITY -			For wastewater service for all purposes in private residences and individually metered apartment units or condominiums.				
LIMITATIONS -			ubject to all of the Rules and Regulations of this Tariff and Genersal Rules nd Regulations of the Commission.				
BILLING PERIOD -			Aonthly				
RATE -			\$31.02 Flat Rate				
BASE FACILITY CHARGI	E	-	N/A				
TERMS OF PAYMENT			Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be discontinued.				
EFFECTIVE DATE		-	April 1, 2012				
TYPE OF FILING			2011 Price Index				

Tyree Wilson ISSUING OFFICER

President TITLE

### FIFTEENTH REVISED SHEET NO. 18.0 CANCELS FOURTEENTH REVISED SHEET NO. 18.0

NAME OF COMPANY WASTEWATER TARIFF		NORTH PENINSULA UTILITIES CORPORATION          RESIDENTIAL SERVICE         RATE SCHEDULE RS
AVAILABILITY -		Available throughout the area served by the company
APPLICABILITY -		For wastewater service for all purposes in private residences and individually metered apartment units or condominiums.
LIMITATIONS -		Subject to all of the Rules and Regulations of this Tariff and Genersal Rules and Regulations of the Commission.
BILLING PERIOD -		Monthly
RATE -		\$29.58 Flat Rate
BASE FACILITY CHARGE	-	N/A
TERMS OF PAYMENT	-	Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be discontinued.
EFFECTIVE DATE	-	October 1, 2007
TYPE OF FILING	×	2007 Price Index

## Tyree Wilson ISSUING OFFICER

President TITLE

### SECOND REVISED SHEET NO. 3.0 CANCELS FIRST REVISED SHEET NO. 3.0

### NAME OF COMPANY NORTH PENINSULA UTILITIES CORPORATION

WASTEWATER TARIFF

#### TERRITORY SERVED

CERTIFICATE NUMBER - 249-S

COUNTY - VOLUSIA COUNTY

#### COMMISSION ORDERS APPROVING TERRITORY SERVICE -

Order Number	Date Issued	Docket Number	Filing Type
22345	12-27-89	891016-SU	Transfer
24272	03-21-91	900659-SU	Amendment
PSC-96-0262-FOF-SU	02-23-96	951373-SU	Amendment

(Continued to Sheet No. 3.1)

Tyree F. Wilson, Jr. ISSUING OFFICER

<u>President</u> TITLE

## NAME OF COMPANY \_\_\_\_ NORTH PENINSULA UTILITIES CORPORATION

WASTEWATER TARIFF

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### TERRITORY SERVED

CERTIFICATE NUMBER - 249-S

COUNTY - VOLUSIA COUNTY

### COMMISSION ORDER(s) APPROVING TERRRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type
22345	12-27-89	891016-SU	Transfer
24272	03/21/91	900659-SU	Amendment

(Continued to Sheet No. 3.1)

: .

> Tyree F. Wilson, Jr. ISSUING OFFICER

President TITLE NAME OF COMPANY \_\_\_\_NORTH PENINSULA UTILITIES CORPORATION

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 249-S

COUNTY - VOLUSIA COUNTY

1440

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COMMISSION ORDER(s) APPROVING TERRRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type	
22345	12-27-89	891016-SU	Transfer	

(Continued to Sheet No. 3.1)

Tyree F. Wilson, Jr. ISSUING OFFICER

President TITLE

## NAME OF COMPANY \_\_NORTH PENINSULA UTILITIES CORPORATION

### WASTEWATER TARIFF

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Service Availability Policy	29.0
Standard Forms	23.0
Technical Terms and Abbreviations	5.0 - 5.1
Territory Served	3.0 - 3.3

Tyree F. Wilson, Jr. ISSUING OFFICER

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### SIXTEENTH REVISED SHEET NO. 18.0 CANCELS FIFTEENTH REVISED SHEET NO. 18.0

### NAME OF COMPANY WASTEWATER TARIFF

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### NORTH PENINSULA UTILITIES CORPORATION

### RESIDENTIAL SERVICE

### RATE SCHEDULE RS

AVAILABILITY -		Available throughout the area served by the company
APPLICABILITY -		For wastewater service for all purposes in private residences and individually metered apartment units or condominiums.
LIMITATIONS	-2	Subject to all of the Rules and Regulations of this Tariff and Genersal Rules and Regulations of the Commission.
BILLING PERIOD	-	Monthly
RATE	20	\$30.12 Flat Rate
BASE FACILITY CHARGE	-	N/A
TERMS OF PAYMENT		Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer, separate and apart from any other bill, service may then be discontinued.
EFFECTIVE DATE	-	January 1, 2009
TYPE OF FILING	-	2008 Price Index

Tyree Wilson ISSUING OFFICER

President TITLE COMMISSIONERS: LISA POLAK EDGAR, CHAIRMAN MATTHEW M. CARTER II KATRINA J. MCMURRIAN NANCY ARGENZIANO NATHAN A. SKOP

### STATE OF FLORIDA



TIMOTHY DEVLIN, DIRECTOR DIVISION OF ECONOMIC REGULATION (850) 413-6900

## Hublic Service Commission

September 17, 2007

Robert F. Dodrill Regulated Plant Consulting 2307 Amherst Ave. Orlando, FL 32804

Re: Application for 2007 Price Index Rate Adjustment for North Peninsula Utilities Corporation in Volusia County

Dear Mr. Dodrill:

The following tariff sheet has been approved effective October 1, 2007:

<u>Wastewater Tariff</u> Fifteenth Revised Sheet No. 18.0

Please incorporate this tariff sheet into the approved tariff on file at the utility's office. If you have any questions, please contact Jared Deason at (850) 413-6844 at our office.

Sincerely,

Tim Devlin Director

TD/jtd Enclosures

PSC Website: http://www.floridapsc.com

Internet E-mail: contact@psc.state.fl.us

NAME OF COMPANY: North Peninsula Utilities Corporation

WASTEWATER TARIFF

#### RESIDENTIAL SERVICE

#### RATE SCHEDULE RS

- <u>AVAILABILITY</u> Available throughout the area served by the Company.
- <u>APPLICABILITY</u> For water service for all purposes in private residences and individually metered apartment units or condominium.
- LIMITATIONS Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATES - \$26.34 Flat Rate

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - May 2, 1998

Tyree F. Wilson, Jr. ISSUING OFFICER 20

PRESIDENT TITLE

TYPE OF FILING - 1997 Price Index and Pass-Through Rate Adjustment

 $\bar{r}_{a}$ 

#### Seventh Revised Sheet No. 18.0 Cancels Sixth Revised Sheet No. 18.0

#### NORTH PENINSULA UTILITIES CORPORATION

WASTEWATER TARIFF

NAME OF COMPANY

#### RESIDENTIAL SERVICE

#### RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the company.

<u>APPLICABILITY</u> - For wastewater service for all purposes in private residential lots and individually metered apartment or condominium units.

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

BILLING PERIOD - Monthly

RATES - \$ 25.60 Flat Rate

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE-March 26, 1997TYREE F. WILSON, JRTYPE OF FILING-Overearnings InvestigationISSUING PERSON

PRESIDENT TITLE

### Sixth Revised Sheet No. 18.0

Cancels Fifth Revised Sheet No. 18.0

#### NAME OF COMPANY NORTH PENINSULA UTILITIES CORPORATION

WASTEWATER TARIFF

#### RESIDENTIAL SERVICE

#### RATE SCHEDULE RS

- AVAILABILITY Available throughout the area served by the company.
- <u>APPLICABILITY</u> For wastewater service for all purposes in private residential lots and individually metered apartment or condominium units.
- <u>LIMITATIONS</u> Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATES - \$ 25.98 Flat Rate

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE	- September 28, 1996	TYREE F. WILSON, JR
		ISSUING PERSON
TYPE OF FILING	- 1996 Price Index	
	and Pass Through of DEP	PRESIDENT
	Testing and Ad Valorem Taxes	TITLE

# NORTH PENINSULA UTILITIES CORPORATIONFIFTH REVISED SHEET NO. 18.0WASTEWATER TARIFFCANCELS FOURTH REVISED SHEET NO. 18.0

### RESIDENTIAL SERVICE

### RATE SCHEDULE RS

- <u>AVAILABILITY</u> Available throughout the area served by the Company.
- <u>APPLICABILITY</u> For wastewater service for all purposes in private residential lots and individually metered apartment or condominium units.
- <u>LIMITATIONS</u> Subject to all of the Rules and Regulations of this Tariff and the General Rules and Regulations of the Commission.
- BILLING PERIOD Monthly
- RATE -\$25.54 Flat Rate

BASE FACILITY CHARGE - N/A

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - FOR SERVICE RENDERED ON OR AFTER <u>August 11, 1995</u>

Tyree F. Wilson, Jr. ISSUING OFFICER

TYPE OF FILING - 1995 Price Index and Ad Valorem Tax Pass-Through

President\_\_\_\_\_ TITLE

### **State of Florida**

Commissioners: J. TERRY DEASON, CHAIRMAN SUSAN F. CLARK JULIA L. JOHNSON DIANE K. KIESLING



DIVISION OF WATER & WASTEWATER CHARLES HILL DIRECTOR (904) 488-8482

## Public Service Commission

July 25, 1994

Ms. Cara Pasquale Rachlin & Cohen 1320 South Dixie Highway Penthouse Coral Gables, Florida 33146-2964

WS Number 94-0130

Dear Ms. Lane:

Subject: North Peninsula Utilities Corporation Application for 1994 Price Index and Pass Through Rate adjustment for wastewater only in Volusia County.

The following tariff sheets has been approved effective July 30, 1994:

<u>Wastewater Tariff</u> Fourth Revised Sheet No. 18.0

Please incorporate this tariff sheet into the approved tariff on file at the Utility's office.

If you have any questions, please contact Bob Casey at our office.

Sincerely,

marles & 16in/00

Charles H. Hill Director

CHH/RJC/rjc (npentar.rjc) Enclosures

#### Fourth Revised Sheet No. 18.0 Cancels Third Revised Sheet No. 18.0

NAME OF COMPANY NORTH PENINSULA UTILITIES CORPORATION

WASTEWATER TARIFF

#### RESIDENTIAL SERVICE

#### RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the company.

<u>APPLICABILITY</u> - For wastewater service for all purposes in private residential lots and individually metered apartment or condominium units.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATES - \$ 25.18 Flat Rate

BASE FACILITY CHARGE N/A

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - July 30, 1994

TYREE F. WILSON, JR ISSUING PERSON

<u>TYPE OF FILING</u> - 1994 Price Index and Pass Through Rate Adjustment

PRESIDENT TITLE

### **State of Florida**

Commissioners: J. TERRY DEASON, CHAIRMAN THOMAS M. BEARD SUSAN F. CLARK LUIS J. LAUREDO JULIA L. JOHNSON



**DIVISION OF WATER &** WASTEWATER CHARLES HILL DIRECTOR (904) 488-8482

## Public Service Commission

August 2, 1993

Mr. Tyree F. Wilson, Jr., North Peninsula Utilities Corporation Post Office Box 2803 Ormond Beach, Florida 32175-2803

WS File Number WS-93-0135

Dear Mr. Wilson:

Subject: Application of North Peninsula Utilities Corporation for a 1993 Price Index and Pass-Through Rate Adjustment for Wastewater Only in Volusia County.

The following tariff sheets have been approved effective as of August 10, 1993:

#### Sewer Tariff

Third Revised Sheet No. 18.0

Please incorporate these tariff sheets into the approved tariff on file at the Utility's office.

If you have any questions, please contact Tuwanna Williams at our office.

Sincerely,

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Charles H. Hill Director

CHH/tlw (NPUC.tar) Enclosures

#### THIRD REVISED SHEET NO. 18.0 CANCELS SECOND REVISED SHEET NO. 18.0

NAME OF COMPANY \_\_\_\_\_ NORTH PENINSULA UTILITIES CORPORATION \_\_\_\_\_ WASTEWATER TARIFF

#### RESIDENTIAL SERVICE

#### RATE SCHEDULE RS

- AVAILABILITY Available throughout the area served by the company.
- <u>APPLICABILITY</u> For wastewater service for all purposes in private residential lots and individually metered apartment or condominium units.
- LIMITATIONS Subject to all of the Rules and Regulations of this Tariff and the General Rules and Regulations of this Commission.
- BILLING PERIOD Monthly
- <u>RATE</u> \$ 23.74 Flat Rate

BASE FACILITY CHARGE N/A

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - August 10, 1993

<u>TYPE OF FILING</u> - 1993 Price Index and Pass-Through for Regulatory Assessment Fee & Wastewater Testing

> TYREE F. WILSON, JR. ISSUING OFFICER

PRESIDENT TITLE

### **State of Florida**

Commissioners: THOMAS M. BEARD, CHAIRMAN BETTY EASLEY J. TERRY DEASON SUSAN F. CLARK LUIS J. LAUREDO



DIVISION OF WATER & WASTEWATER CHARLES HILL DIRECTOR (904) 488-8482

## Public Service Commission

August 12, 1992

Mr. Tyree F. Wilson, President North Peninsula Utilities Corporation Post Office Box 2803 Ormond Beach, Florida 32175

### WS File Number WS-92-0171

Subject: Application of North Peninsula Utilities for a 1992 price index rate adjustment for wastewater only in Volusia County.

Dear Mr. Wilson:

The following tariff sheets have been approved effective August 16, 1992:

Wastewater Tariff

Second Revised Sheet No. 18.0

Please incorporate this tariff sheet into the approved tariff on file at the Utility's office.

If you have any questions, please contact Cissy Galloway at our office.

Sincerely, Charles H. Hill Director

CHH/CCG (npntarif.ccg) Enclosures

SECOND REVISED SHEET NO. 18.0 CANCELS FIRST SHEET NO. 18.0

#### RESIDENTIAL SERVICE

#### RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For wastewater service for all purposes in private residential lots and individually metered apartment or condominium units.

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

BILLING PERIOD - Monthly

<u>RATE</u> - \$22.30 Flat Rate

BASE FACILITY CHARGE - N/A

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - FOR SERVICE RENDERED ON OR AFTER AUGUST 16, 1992 Tyree F. Wilson, Jr. ISSUING OFFICER

:

TYPE OF FILING - 1992 PRICE INDEX

President TITLE

### **State of Florida**

Commissioners: THOMAS M. BEARD, CHAIRMAN BETTY EASLEY J. TERRY DEASON SUSAN F. CLARK LUIS J. LAUREDO



**DIVISION OF WATER &** WASTEWATER CHARLES HILL DIRECTOR (904) 488-8482

## Public Service Commission

May 18, 1992

North Peninsula Utilities Corporation c/o Ms. Cara L. Pasquale Rachlin & Cohen 1320 S. Dixie Hwy, Penthouse Coral Gables, FL 33146-2964

WS Number 92-0060

Dear Ms. Pasquale:

Subject: Application for 1991 price index rate adjustment for sewer only in Volusia County.

The following tariff sheets have been approved effective May 24, 1992:

Wastewater Tariff

First Revised Sheet No. 18.0

Please incorporate these tariff sheets into the approved tariff on file at the Utility's office.

If you have any questions, please contact Shelley Robbins at our office.

Sincerely,

Charles H. Hill

Director

CHH/SHR/shr (nputarif.shr) Enclosures

FIRST REVISED SHEET NO. 18.0 CANCELS ORIGINAL SHEET NO. 18.0

#### RESIDENTIAL SERVICE

#### RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For wastewater service for all purposes in private residential lots and individually metered apartment or condominium units.

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

BILLING PERIOD - Monthly

<u>RATE</u> - \$21.88 Flat Rate.

BASE FACILITY CHARGE - N/A

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - FOR SERVICE RENDERED ON OR AFTER MAY 24, 1992 Tyree F. Wilson, Jr. ISSUING OFFICER

TYPE OF FILING - 1991 PRICE INDEX

<u>President</u> TITLE NAME OF COMPANY NORTH PENINSULA UTILITIES CORPORATION

WASTEWATER TARIFF

### RESIDENTIAL SERVICE

#### RATE SCHEDULE RS

- AVAILABILITY Available throughout the area served by the Company.
- <u>APPLICABILITY</u> For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Sec.

\$20.92 Flat Rate.

BASE FACILITY CHARGE - N/A

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

EFFECTIVE DATE - 5/24/90

TYPE OF FILING - TRANSFER OF CERTIFICATE

Tyree F. Wilson, Jr. ISSUING OFFICER

President TITLE

### **State of Florida**

Commissioners: J. TERRY DEASON, CHAIRMAN THOMAS M. BEARD SUSAN F. CLARK LUIS J. LAUREDO JULIA L. JOHNSON



DIVISION OF WATER & WASTEWATER CHARLES HILL DIRECTOR (904) 488-8482

## Public Service Commission

May 13, 1993

Mr. Tyree F. Wilson, President North Peninsula Utilities Corp. P.O. Box 2803 Ormond Beach, Florida 32175

WS File Number: <u>WS-93-0085</u>

Dear Mr. Wilson:

Subject: Application of North Peninsula Utilities Corp. for Approval of Second Revised Sheet No. 27.0.

The following tariff sheet has been approved effective May 6, 1993:

### Sewer Tariff

Second Revised Sheet No. 27.0

Please incorporate this tariff sheet into the approved tariff on file at the Utility's office.

If you have any questions concerning this filing, please contact Michele Franklin at (904) 488-8482.

Sincerely, Marles 40. Hile 100

Charles H. Hill Director

CHH/MLF/mlf (ws930085.mlf) Enclosures cc: Division of Water and Sewer (Franklin, WS NO. 93-0085)



P.O. Box 2803 Ormond Beach, FL 32175 904-673-8781

May 3, 1993

Billie Messer Florida Public Service Commission Division of Water and Wastewater Fletcher Bldg. 101 Gaines Street Tallahassee, FL 32399-0850

RE: Second Revised Sheet No. 27.0 to add as replacement billing statement to North Peninsula Utility Corporation's tariff.

Dear Mr. Messer:

North Peninsula Utility Corporation is requesting approval for the Second Revised Sheet No. 27.0 to cancel the first Revised Sheet No. 27.0 as a billing statement to be incorporated into the approved tariff.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to call our office at 904-673-8781.

Sincerely,

For.

Tyree F. Wilson President

TFW:cm

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NORTH PENINSULA UTILITIES CORP. P.O. BOX 2803 ORMOND BEACH, FLORIDA 32175				BOX 2803 CH, FLORIDA 32175		
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<i>#</i>			PLEASE RETURN THIS \$	STUB WITH YOUR		
	COPY OF CUSTOMER	S BILL				
WASTEWATER TARIFF						
NAME OF COMPANY NORTH PER	NINSULA UTILITIES	CORPORATION				
FIRST REVISED SHEET NO. 27.0 CANCELS ORIGINAL SHEET NO. 27.0						

E

TYREE F. WILSON, JR.

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY NORTH PENINSULA UTILITIES CORPORATION

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

P.O. BOX 2803 ORMOND BEACH, FLORIDA 32175

TELEPHONE (904) 252-5554

S. R. R. PLEASE DETACH AND RETURN WITH YOUR PAYMENT

STATEMENT

ACCOUNT NO.	DATE

AMOUNT REMITTED

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CURRENT	30 DAYS	60 DAYS	90 DAYS	AMOUNT DUE

NORTH PENINSULA UTILITIES CORP.

Tyree F. Wilson, Jr. ISSUING OFFICER

President TITLE State of Florida

Commissioners: Michael McK. Wilson, *Chairman* Thomas M. Beard Betty Easley Gerald L. (Jerry) Gunter Frank S. Messersmith

Division of Water & Sewer Charles H. Hill, *Director* (904) 488-8482

## Public Service Commission

October 10, 1990

Arlena Selbe North Peninsula Utilities Corporation Post Office Box 2803 Ormond Beach, Florida 32175

WS File Number: <u>WS-90-0353</u>

Dear Ms. Selbe:

Subject: Docket Number 891016-SU, Order Number 22345, Application for transfer of certificate from Shore Utility Company to North Peninsula Utilities Corporation in Volusia County.

The following tariff sheets have been approved effective October 10, 1990:

### Sewer Tariff

Original Sheets Nos. 29.0 - 49.0

The filing of the service availability policy completes the required tariff filings related to the transfer of certificate from Shore Utility Company to North Peninsula Utilities Corporation. Please incorporate these tariff sheets into the approved tariff on file at the Utility's office.

If you have any questions, please contact JoAnn Chase at our office.

Sincerely 261

Charles H. Hill Director

CHH/jc(0012W) Enclosures



### FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number 249-S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

NORTH PENINSULA UTILITIES CORPORATION

Whose principal address is:

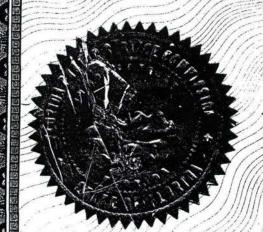
Post Office Box 2803 Ormond Beach, Florida 32175 (Volusia County)

to provide wastewater service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Order of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	8116	DOCKET 770595-S
ORDER	9365	DOCKET 800320-S
ORDER	22345	DOCKET 891016-SU
ORDER	24272	DOCKET 900659-SU
ORDER	PSC-96-0262-FOF-SU	DOCKET 951373-SU
ORDER	PSC-05-0426-F0F-SU	DOCKET 041301-SU

BY ORDER OF THE FLORIDA PUBLIC SERVICE COMMISSION



Director

**Division of Records and Reporting**