



June 22, 2000

ORIGINAL

Via Federal Express

Ms. Blanca Bayo  
Division of Water and Wastewater  
Florida Public Service Commission  
Tallahassee, FL 32399-0850

Re: Docket No. ~~981663-WU~~ <sup>000333-WU</sup> ~~Application for staff-assisted rate case in Orange County by Tangerine Water Company, Inc.~~ <sup>Transfer to FWS</sup>  
<sub>from</sub>

Dear Ms. Bayo:

Pursuant to Staff's May 25, 2000, informal request for additional information please find the following:

- Item #1 - Attached are an original and four copies of the affidavit of the second Notice to Customers.
- Item #2 - Attached are an original and four copies of the affidavit of the second Notice to Governments and Second Publication.
- Item #3 - Attached are five copies of the Exhibits to Contract for Sale
- Item #4 - Attached is a copy of the Title Insurance
- Item #6 - Closing occurred on January 7, 2000. Attached is one copy of the closing statement.

If you have any questions please call me at (407) 598-4260.

Sincerely,

Matthew J. Feil  
Staff Attorney

APP  
CAF  
CMP  
COM  
CTR  
EGR  
LEG  
OPC  
PAI  
RGO  
SEC  
SER  
OTH

RECEIVED

JUN 26 2000

Florida Public Service Commission  
Division of Regulatory Oversight

DOCUMENT NUMBER - DATE

07730 JUN 26 2000

FPSC-RECORDS/REPORTING

STATE OF FLORIDA     )  
COUNTY OF ORANGE    )  
\_\_\_\_\_                  )

**AFFIDAVIT**

STEVEN M. GALLIS, having been duly sworn, states as follows:

1. I am Supervisor of Administrative Services in the Office Services Department of Florida Water Services Corporation ("Florida Water"), whose central office is located in Apopka, Florida.
2. As part of my duties, I am responsible for administering mailings to Florida Water customers, such as notices required by Florida Public Service Commission Rules and Orders.
3. On June 14, 2000 in my presence and under my supervision, Florida Water personnel mailed to the customers of Tangerine Water Company, Inc. in Orange County. A copy of the document attached hereto and marked "Appendix A."
4. The names and addresses of the aforesaid customers were previously obtained by Florida Water from Tangerine Water Company and provided to our Customer Service Department.
5. On June 14, 2000 my staff and I machine postmarked 239 envelopes containing copies of the aforementioned document(s) and hand delivered the envelopes to a representative of the United States Postal Service for delivery.

  
\_\_\_\_\_  
STEVEN M. GALLIS

STATE OF FLORIDA     )  
COUNTY OF ORANGE    )  
\_\_\_\_\_                  )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of June, 2000, by STEVEN M. GALLIS, who is personally known to me and who did take an oath.



Brenda Mazurak  
Brenda Mazurak  
Notary Public, State of Florida at Large  
Commission No. CC901521  
My Commission Expires: 1/12/2004



Legal Notice

June 14, 2000

RE: Notice of Application for a Transfer of Water Certificate and Facilities from Tangerine Water Company to Florida Water Services Corporation

Notice is hereby given pursuant to Section 367.071, Florida Statutes, of the application for transfer of Water Certificate No. 96-W and all water facilities of Tangerine Water Company to Florida Water Services Corporation (Florida Water). The water facilities to be transferred provide service to the territory described in "Attachment A" to this notice. In the transfer application, Florida Water proposes to make **no changes** to the rates and charges which Tangerine Water Company was authorized to assess. However, Florida Water proposes to bill monthly (with the rate adjusted accordingly), rather than quarterly.

Any objection to the application must be made in writing within thirty (30) days from the date of this notice to the Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, and a copy of the objection must be sent to Florida Water Services Corporation, Attention Matthew J. Feil, Esquire, P.O. Box 609520, Orlando, Florida 32860-9520. The objection must state the grounds for the objection with particularity.

## ATTACHMENT A

DESCRIPTION OF TERRITORY SERVED  
ORANGE COUNTY

Township 20 South, Range 27 East, Orange County, Florida.

Section 4

The South  $\frac{1}{2}$  of said Section 4.

Sections 5, 6, 7 and 8

All of said Sections 5, 6, 7 and 8.

Section 9

The West  $\frac{1}{2}$  of said Section 9 and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 9.

Section 16

The Northwest corner of said Section 16 bordered by State Road 448 & U.S. 441.

Sections 17 and 18

All of said Sections 17 and 18.

**AFFIDAVIT**

State of Florida  
County of Orange

Before me, the undersigned authority, personally appeared, Brenda Mazurak as Legal Secretary of Florida Water Services Corporation and after being duly sworn said:

1. The she has personal knowledge of the matters contained herein.
2. Attached hereto and identified as "Appendix M-1" is a copy of the notice of application.
3. Attached hereto and identified as "Appendix M-2" is a copy of the entity list.
4. Copies of the notice were sent by U.S. Mail on June 14, 2000.

Further Affiant sayeth not.

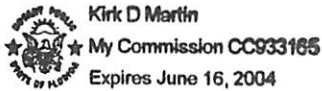
*Brenda Mazurak*

\_\_\_\_\_  
Brenda Mazurak

Signed and sworn before me this 22<sup>nd</sup> day of June, 2000, by Brenda Mazurak Legal Secretary of Florida Water Services Corporation, who is personally known to me and did take an oath.

*Kirk D. Martin*

\_\_\_\_\_  
Kirk D. Martin  
Notary Public, State of Florida at Large  
Commission Number: CC933165  
My Commission Expires: JUNE 16, 2004



**The Orlando Sentinel**

Published Daily

RECEIVED  
JUN 21 2000  
1 000

State of Florida } S.S.  
COUNTY OF ORANGE }

NOTICE OF APPLICATION FOR  
TRANSFER  
OF WATER CERTIFICATE AND  
FACILITIES  
FROM TANGERINE WATER  
COMPANY  
TO FLORIDA WATER SERVICES  
CORPORATION

Notice is hereby given on June  
14, 2000 pursuant to Section  
367.071, Florida Statutes of the  
Application for Transfer of Water

Certificate No. 96-W and all Wa-  
ter Facilities from Tangerine Wa-  
ter Company to Florida Water  
Services Corporation. The af-  
fected water service territory in  
Orange County, Florida is as fol-  
lows:

DESCRIPTION OF TERRITORY  
SERVED  
ORANGE COUNTY

Township 20 South, Range 27  
East, Orange County, Florida.

Section 4

The South 1/2 of said Section 4.

Sections 5, 6, 7, and 8

All of said Sections 5, 6, 7, and 8.

Section 9

The West 1/2 of said Section 9  
and the North 1/2 of the North-  
west 1/4 of the Northeast 1/4 of  
said Section 9.

Section 16

The Northwest corner of said  
Section 16 bordered by State  
Road 448 & U.S., 441.

Sections 17 and 18

All of said Sections 17 and 18.

Any objection to said applica-  
tion must be made in writing  
within thirty (30) days from the  
date of this notice to: Director,  
Division of Records and Report-  
ing, Florida Public Service  
Commission, 2540 Shumard  
Oak Boulevard, Tallahassee,  
Florida, 32399-00850. A copy of  
the objection must be mailed to  
the applicant, whose address is:  
Florida Water Services Corpora-  
tion Attn: Matthew J. Feil, Es-  
quire, P.O. Box 609520, Orlan-  
do, Florida 32860-9520. The  
objection must state the  
grounds for the objection with  
particularity.  
LAK3364300 JUNE 16, 2000

Before the undersigned authority personally appeared Linda Budgevate

that he/she is the Legal Advertising Representative of The Orlando Sentinel, a daily  
newspaper published at TAVARES in

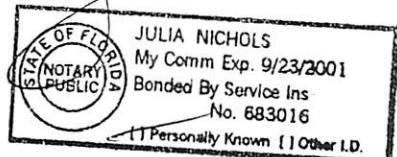
LAKE County, Florida;  
that the attached copy of advertisement, being a **NOTICE OF APPLICAT**  
in the matter of CERTIFICATE # 96-W

in the LAKE Court,  
was published in said newspaper in the issue; of 06/16/00

Affiant further says that the said Orlando Sentinel is a newspaper published at  
TAVARES, in said  
LAKE County, Florida,  
and that the said newspaper has heretofore been continuously published in  
said LAKE County, Florida,  
each Week Day and has been entered as second-class mail matter at the post  
office in TAVARES in said  
LAKE County, Florida,  
for a period of one year next preceding the first publication of the attached  
copy of advertisement; and affiant further says that he/she has neither paid  
nor promised any person, firm or corporation any discount, rebate,  
commission or refund for the purpose of securing this advertisement for  
publication in the said newspaper.

The foregoing instrument was acknowledged before me this 16th day of  
June, 2000, by Linda Budgevate  
who is personally known to me and who did take an oath.

(SEAL)



**The Orlando Sentinel**

Published Daily

State of Florida } S.S.  
COUNTY OF ORANGE

RECEIVED  
JUN 21 2000

TRANSFER  
OF WATER CERTIFICATE AND  
FACILITIES  
FROM TANGERINE WATER  
COMPANY  
TO FLORIDA WATER SERVICES  
CORPORATION

Notice is hereby given on June 14, 2000 pursuant to Section 367.071, Florida Statutes of the Application for Transfer of Water Certificate No. 96-W and all Water Facilities from Tangerine Water Company to Florida Water Services Corporation. The affected water service territory in Orange County, Florida is as follows:

DESCRIPTION OF TERRITORY SERVED  
ORANGE COUNTY

Township 20 South, Range 27 East, Orange County, Florida.

Section 4

The South 1/2 of said Section 4.

Sections 5, 6, 7, and 8

All of said Sections 5, 6, 7, and 8.

Section 9

The West 1/2 of said Section 9 and the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 9.

Section 16

The Northwest corner of said Section 16 bordered by State Road 448 & U.S. 441.

Sections 17 and 18

All of said Sections 17 and 18.

Any objection to said application must be made in writing within thirty (30) days from the date of this notice to: Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida, 32399-00850. A copy of the objection must be mailed to the applicant, whose address is: Florida Water Services Corporation Attn: Matthew J. Feil, Esquire, P.O. Box 609520, Orlando, Florida 32860-9520. The objection must state the

grounds for the objection with particularity.  
COR3364294 JUNE 16, 2000

Before the undersigned authority personally appeared Linda Bridgewater, who on oath says that he/she is the Legal Advertising Representative of The Orlando Sentinel, a daily newspaper published at ORLANDO in ORANGE County, Florida; that the attached copy of advertisement, being a NOTICE OF APPLICAT in the matter of Certificate # 96-W in the ORANGE Court, was published in said newspaper in the issue; of 06/16/00

Affiant further says that the said Orlando Sentinel is a newspaper published at ORLANDO in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each Week Day and has been entered as second-class mail matter at the post office in ORLANDO in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 15th day of June, 2000, by Linda Bridgewater, who is personally known to me and who did take an oath.

(SEAL)

JULIA NICHOLS  
My Comm Exp. 9/23/2001  
Bonded By Service Ins  
No. 683016  
 Personally Known  Other I.D.





Legal Notice

June 14, 2000

RE: Notice of Application for a Transfer of Water Certificate and Facilities from Tangerine Water Company to Florida Water Services Corporation

Notice is hereby given pursuant to Section 367.071, Florida Statutes, of the application for transfer of Water Certificate No. 96-W and all water facilities of Tangerine Water Company to Florida Water Services Corporation (Florida Water). The water facilities to be transferred provide service to the territory described in "Attachment A" to this notice. In the transfer application, Florida Water proposes to make **no changes** to the rates and charges which Tangerine Water Company was authorized to assess. However, Florida Water proposes to bill monthly (with the rate adjusted accordingly), rather than quarterly.

Any objection to the application must be made in writing within thirty (30) days from the date of this notice to the Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, and a copy of the objection must be sent to Florida Water Services Corporation, Attention Matthew J. Feil, Esquire, P.O. Box 609520, Orlando, Florida 32860-9520. The objection must state the grounds for the objection with particularity.

ATTACHMENT A

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ORANGE COUNTY

Township 20 South, Range 27 East, Orange County, Florida.

Section 4

The South 1/2 of said Section 4.

Sections 5, 6, 7 and 8

All of said Sections 5, 6, 7 and 8.

Section 9

The West 1/2 of said Section 9 and the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 9.

Section 16

The Northwest corner of said Section 16 bordered by State Road 448 & U.S. 441.

Sections 17 and 18

All of said Sections 17 and 18.

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)  
05/25/2000-07/23/2000

UTILITY NAME

MANAGER

LAKE COUNTY

AQUASOURCE UTILITY, INC. (WS822)  
200 CORPORATE CENTER DRIVE, SUITE 300  
CORAOPOLIS, PA 15108-3186

RICK HERSKOVITZ  
(412) 393-3000

BRENDENWOOD WATER SYSTEM (WU020)  
P. O. BOX 350294  
GRAND ISLAND, FL 32735-0294

PAUL E. DAY  
(352) 357-9466

CENTURY ESTATES UTILITIES, INC. (WU725)  
325 SOUTH ORLANDO AVENUE  
WINTER PARK, FL 32789-3660

JOSEPH LINARTAS  
(407) 644-2804

CENTURY REALTY FUNDS, INC. AND HASELTON ASSOCIATES, LTD. D (WS577)  
2500 MAITLAND CENTER PARKWAY, #105  
MAITLAND, FL 32751-4165

JOE SHERWOOD  
(407) 660-0050

CRYSTAL RIVER UTILITIES, INC. (WU766)  
% AQUASOURCE UTILITY, INC.  
200 CORPORATE CENTER DRIVE, SUITE 300  
CORAOPOLIS, PA 15108-3186

RICK HERSKOVITZ  
(412) 393-3000

FLORIDA WATER SERVICES CORPORATION (WS227)  
P. O. BOX 609520  
ORLANDO, FL 32860-9520

MATTHEW FEIL  
(407) 598-4260

HARBOR HILLS UTILITIES, L.P. (WU727)  
6538 LAKE GRIFFIN ROAD  
LADY LAKE, FL 32159-2900

M. HUEY  
(352) 753-8600

LAKE GROVES UTILITIES, INC. (WS641)  
2335 SANDERS ROAD  
NORTHBROOK, IL 60062-6196

CARL WENZ  
(847) 498-6440

LAKE UTILITY COMPANY (WS619)  
25201 U.S. HIGHWAY 27  
LEESBURG, FL 34748-9099

EARL THIELE  
(352) 326-4170

LAKE UTILITY SERVICES, INC. (WU553)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4027

DON RASMUSSEN  
(407) 869-1919

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)  
05/25/2000-07/23/2000

UTILITY NAME

MANAGER

LAKE COUNTY (continued)

LAKE YALE TREATMENT ASSOCIATES, INC. (WS823)  
38141 MAYWOOD BAY DRIVE  
LEESBURG, FL 34788-8134

LINDSEY THOMPSON  
(352) 483-1377

PENNBROOKE UTILITIES, INC. (WS677)  
146 HORIZON COURT  
LAKELAND, FL 33813-1742

FRANK H. HAAS  
(941) 646-2904

PINE HARBOUR WATER UTILITIES (WU635)  
P. O. BOX 447  
FRUITLAND PARK, FL 34731-0477

JIM C. BRANHAM  
(352) 787-2944

RAINTREE UTILITIES, INC. (WU663)  
2100 LAKE EUSTIS DRIVE  
UMATILLA, FL 32778-2065

KEITH J. SHAMROCK  
(352) 343-6677

SHANGRI-LA BY THE LAKE UTILITIES, INC. (WS728)  
1214 WEST ROUTE 72  
LEAF RIVER, IL 61047

MERTIS L. WERNER  
(815) 738-2508

SOUTHLAKE UTILITIES, INC. (WS638)  
P. O. BOX 6209  
TALLAHASSEE, FL 32314-6209

ROBERT L. CHAPMAN, III  
(888) 876-3569

SUN COMMUNITIES FINANCE LIMITED PARTNERSHIP (WS755)  
ATTN: WATER OAK  
31700 MIDDLEBELT ROAD, SUITE 145  
FARMINGTON HILLS, MI 48334-2321

JAN CHARRON  
(904) 775-0990

W.B.B. UTILITIES, INC. (WU639)  
4116 BAIR AVENUE  
FRUITLAND PARK, FL 34731-9647

RICHARD E. BAIR  
(352) 787-4347

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)  
05/25/2000-07/23/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

ADMINISTRATOR, CITY OF UMATILLA  
P. O. BOX 2286  
UMATILLA, FL 32784-2286

✓ CLERK, BOARD OF COUNTY COMMISSIONERS, LAKE COUNTY  
P. O. BOX 7800  
TAVARES, FL 32778-7800

DEP CENTRAL DISTRICT  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT  
3804 COCONUT PALM DRIVE  
TAMPA, FL 33618-8318

EAST CENTRAL FLORIDA PLANNING COUNCIL  
1011 WYMORE ROAD, SUITE 105  
WINTER PARK, FL 32789

MAYOR, CITY OF CLERMONT  
P. O. BOX 120219  
CLERMONT, FL 32712-0219

MAYOR, CITY OF EUSTIS  
P. O. DRAWER 68  
EUSTIS, FL 32727-0068

MAYOR, CITY OF FRUITLAND PARK  
506 WEST BERCKMAN STREET  
FRUITLAND PARK, FL 34731-3200

MAYOR, CITY OF GROVELAND  
156 SOUTH LAKE AVENUE  
GROVELAND, FL 34736-2597

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)  
05/25/2000-07/23/2000

UTILITY NAME

MANAGER

MAYOR, CITY OF LEESBURG  
P. O. BOX 490630  
LEESBURG, FL 32749-0630

MAYOR, CITY OF MASCOTTE  
P. O. BOX 56  
MASCOTTE, FL 34753-0056

MAYOR, CITY OF MINNEOLA  
P. O. BOX 678  
MINNEOLA, FL 34755-0678

MAYOR, CITY OF MOUNT DORA  
P. O. BOX 176  
MOUNT DORA, FL 32756-0176

MAYOR, CITY OF TAVARES  
P. O. BOX 1068  
TAVARES, FL 32778-1068

MAYOR, TOWN OF ASTATULA  
P. O. BOX 609  
ASTATULA, FL 34705-0609

MAYOR, TOWN OF HOWEY-IN-THE-HILLS  
P. O. BOX 67  
HOWEY-IN-THE-HILLS, FL 34737-0067

MAYOR, TOWN OF LADY LAKE  
409 FENNELL BLVD.  
LADY LAKE, FL 32159-3159

MAYOR, TOWN OF MONTVERDE  
P. O. BOX 560008  
MONTVERDE, FL 34729-0008

APPENDIX M-2

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

PAGE 5 OF 9

(VALID FOR 60 DAYS)  
05/25/2000-07/23/2000

UTILITY NAME

MANAGER

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT  
P.O. BOX 1429  
PALATKA, FL 32178-1429

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL  
C/O THE HOUSE OF REPRESENTATIVES  
THE CAPITOL  
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850

LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY

(VALID FOR 60 DAYS)  
05/25/2000-07/23/2000

UTILITY NAME

MANAGER

ORANGE COUNTY

COUNTRY RUN WASTEWATER UTILITY COMPANY (SU710)  
P. O. BOX 182061  
CASSELBERRY, FL 32718-2061

JAMES GULDI  
(407) 830-7252

EAST CENTRAL FLORIDA SERVICES, INC. (WU643)  
1700 13TH STREET, SUITE 2  
ST. CLOUD, FL 34769-4300

JAMES B. PAYNE  
(407) 957-6744

FLORIDA WATER SERVICES CORPORATION (WS228)  
P. O. BOX 609520  
ORLANDO, FL 32860-9520

MATTHEW FEIL  
(407) 598-4260

PARK MANOR WATERWORKS, INC. (WS188)  
1527 PARK MANOR DRIVE  
ORLANDO, FL 32825-5737

BERNICE A. GOETZ  
(407) 277-1204

TANGERINE WATER COMPANY, INC. (WU242)  
P. O. BOX 304  
TANGERINE, FL 32777-0304

CONNIE L. HURLBURT  
(352) 383-3515

UTILITIES, INC. OF FLORIDA (WU413)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4099

DONALD RASMUSSEN  
(407) 869-1919

WEDGEFIELD UTILITIES, INC. (WS759)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4099

DONALD RASMUSSEN  
(407) 869-1919

ZELLWOOD STATION CO-OP, INC. (WS804)  
2126 SPILLMAN DRIVE  
ZELLWOOD, FL 32798-9797

W.A. RESTALL  
(407) 886-0000



LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY

(VALID FOR 60 DAYS)  
05/25/2000-07/23/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, ORANGE COUNTY  
P. O. BOX 38  
ORLANDO, FL 32802-0038

DEP CENTRAL DISTRICT  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FL 32803-3767

EAST CENTRAL FLORIDA PLANNING COUNCIL  
1011 WYMORE ROAD, SUITE 105  
WINTER PARK, FL 32789

MAYOR, CITY OF APOPKA  
P. O. DRAWER 1229  
APOPKA, FL 32704-1229

MAYOR, CITY OF BAY LAKE  
P. O. BOX 22066  
BAY LAKE, FL 32830-2066

MAYOR, CITY OF BELLE ISLE  
1600 NELA AVENUE  
BELLE ISLE, FL 32809-6199

MAYOR, CITY OF EDGEWOOD  
405 LA RUE AVENUE  
EDGEWOOD, FL 32809-3406

MAYOR, CITY OF LAKE BUENA VISTA  
P. O. BOX 22035  
LAKE BUENA VISTA, FL 32830-2035

MAYOR, CITY OF MAITLAND  
1776 INDEPENDENCE LANE  
MAITLAND, FL 32751-5639

LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY

(VALID FOR 60 DAYS)  
05/25/2000-07/23/2000

UTILITY NAME

MANAGER

MAYOR, CITY OF OCOEE  
150 NORTH LAKESHORE DRIVE  
OCOEE, FL 34761-2256

MAYOR, CITY OF ORLANDO  
400 SOUTH ORANGE AVENUE  
ORLANDO, FL 32801-3302

MAYOR, CITY OF WINTER GARDEN  
251 WEST PLANT STREET  
WINTER GARDEN, FL 34787-3099

MAYOR, CITY OF WINTER PARK  
401 SOUTH PARK AVENUE  
WINTER PARK, FL 32789-4319

MAYOR, TOWN OF EATONVILLE  
P. O. BOX 2163  
EATONVILLE, FL 32751-1999

MAYOR, TOWN OF OAKLAND  
P. O. BOX 98  
OAKLAND, FL 34760-0098

MAYOR, TOWN OF WINDERMERE  
P. O. DRAWER 669  
WINDERMERE, FL 34786-0669

SO. FLORIDA WATER MANAGEMENT DISTRICT  
P.O. BOX 24680  
WEST PALM BEACH, FL 33416-4680

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT  
P.O. BOX 1429  
PALATKA, FL 32178-1429

LIST OF WATER AND WASTEWATER UTILITIES IN ORANGE COUNTY

(VALID FOR 60 DAYS)  
05/25/2000-07/23/2000

UTILITY NAME

MANAGER

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL  
C/O THE HOUSE OF REPRESENTATIVES  
THE CAPITOL  
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850

Schedule A  
Seller's Articles and By-laws

1. Reinstatement of Articles of Incorporation of Tangerine Water Company, Inc. filed July 23, 1980 attached.
2. By-laws of Tangerine Water Company, Inc. adopted October 14, 1985

# State of Florida




Department of State

I certify that the attached is a true and correct copy of Reinstatement of Articles of Incorporation of TANGERINE WATER COMPANY, INC., a corporation organized under the laws of the State of Florida, filed on July 23, 1980, as shown by the records of this office.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
2nd day of Sept., 1980.



CER 101 Rev. 5-79

  
George Firestone  
Secretary of State

RESTATEMENT OF ARTICLES  
OF  
TANGERINE WATER COMPANY, INC.

FILED

JUL 23 8 24 AM '80

SECRETARY OF STATE  
TALLAHASSEE FLORIDA

WHEREAS, the Articles of Incorporation of TANGERINE WATER COMPANY, INC., as originally adopted have been extensively amended; and

WHEREAS, it is deemed to be desirable and in the best interests of this corporation and its shareholders that its Articles of Incorporation be restated; now, therefore, be it:

RESOLVED, that the entire Articles of Incorporation and all amendments thereto in effect to date be restated and integrated into a single document as follows:

ARTICLE I

The name of the company is TANGERINE WATER COMPANY, INC.

ARTICLE II

The purpose of the company is to engage in any lawful act or activity for which corporations may be organized under the incorporation statutes of the State of Florida.

ARTICLE III

The principal office of the company and its place of business shall be at Tangerine, Orange County, Florida, with power vested in said corporation to transact business and establish agencies in other places within and without the State of Florida. The company shall have the power to keep its books of account, documents, and records outside of Tangerine, Orange County, Florida, at such places as the Board of Directors may determine.

A-1704

ARTICLE IV

The company is to have perpetual existence.

ARTICLE V

The company shall have authority to issue TWO THOUSAND (2,000) shares of common stock of ONE DOLLAR (.1.00) par value. The private property of the stockholders of the company shall not be subject to the payment of corporate debts to any extent whatsoever. No holder of securities of any class of the company shall be entitled as such, as a matter of right, to subscribe for or purchase any part of any new or additional issue of securities of any class of the company, whether now or hereafter authorized. All securities of the company shall be issued and sold to such parties as the Board of Directors in its discretion may determine.

ARTICLE VI

The Board of Directors shall have the power to adopt, amend, or repeal the Bylaws of the company.

ARTICLE VII

Amendments to this certificate of incorporation may be made as provided by statutes of the State of Florida and adopted by majority vote of stockholders of the company at its annual meeting.

We, the undersigned EMERSON W. CONLON, President and C. EDWARD BROOKS, III, Secretary of TANGERINE WATER COMPANY, INC., a Florida Corporation, do hereby certify that the above restatement to the Articles of Incorporation were approved by the stockholders and directors of said corporation on Mar 11, 1980.

4-1704

IN WITNESS WHEREOF, we, the undersigned, do hereby set  
our hands and cause the seal of the corporation to be affixed  
hereto.

Dated this 25<sup>th</sup> day of July, 1980.

TANGERINE WATER COMPANY, INC.

BY: Emerson W. Conlon  
EMERSON W. CONLON,  
President

(CORPORATE SEAL)

C. L. Brock  
C. L. BROCK,  
Secretary

STATE OF FLORIDA  
COUNTY OF LAKE

On this day personally appeared before me the  
undersigned officer duly authorized by the laws of the State of  
Florida, to take acknowledgments of deeds, EMERSON W. CONLON,  
President of TANGERINE WATER COMPANY, INC., a Florida Corporation,  
who acknowledged that he executed the above as such officer for  
and on behalf of TANGERINE WATER COMPANY, INC., and that he was  
duly authorized to do so.

Witness my hand and official seal at Mount Dora, Lake  
County, Florida, this 25<sup>th</sup> day of June, 1980.

Alvin J. Black  
Notary Public, State of  
Florida at Large

Notary Public, State of Florida at Large  
My Commission Expires Sept. 11, 1981



BYLAWS OF  
TANGERINE WATER COMPANY, INC.  
Adopted October 14, 1985

ARTICLE I

MEETINGS OF STOCKHOLDERS

Sec. 1. ANNUAL MEETINGS. The annual meeting of the stockholders shall be held at such place as the Directors may designate on or about the third Tuesday of March each year, at 7:30 p.m.. If that date falls on a legal holiday, the meeting shall be held the next day. The Secretary shall notify each stockholder at least ten days before such meeting, either personally or by mail at the last known address. The notification shall describe any proposals or new items of business to come before the annual meeting of stockholders, and these shall be filed with the Secretary prior to December thirty-first of the year preceding the authorized annual meeting or any adjournment thereof. Action may be taken, however, on any proposal or new item of business with the approval of all the stockholders present or represented by proxy at any meeting of the stockholders.

Sec. 2. QUORUM. For the transaction of business at any meeting of the stockholders, a quorum of stockholders shall be present or represented by proxies. A quorum shall be a simple majority.

Sec. 3. SPECIAL MEETINGS. Special meetings of stockholders, other than those regulated by statute, may be called at any time by the majority of Directors upon ten days notice to each stockholder of record, such notice to contain a statement of the business to be transacted at such meeting. Notification procedure and quorum requirements will be the same as Sec. 1 and 2 above. The Board of Directors shall also, in like manner, call a special meeting of stockholders whenever requested in writing by stockholders representing not less than one-half of the capital stock of the company. No business other than specified in the notice for the meeting shall be transacted at any special meeting.

Sec. 4. VOTING. At all meetings of the stockholders, all proposals shall be approved or rejected by a majority vote of the stockholders present in person or by proxy, if the manner of deciding is not specified by statute; however, any stockholder present, in person or by proxy, shall be entitled to cast one vote for each share of stock owned or represented. Voting shall be orally, except that a stock vote shall be by written ballot, each of which shall state the name of the stockholder and the number of shares owned or the name

of the proxy, the name of the stockholder, and the shares owned.

Sec. 5. ORDER OF BUSINESS. The order of business at all meetings of the stockholders shall be as follows:

1. Determination of a Quorum and Proof of Notice of Meeting or Waiver of Notice.
2. Minutes of Preceding Meeting.
3. Report of the President.
4. Report of Officers.
5. Report of Committees.
6. Election of Directors.
7. Unfinished Business.
8. New Business.

## ARTICLE II

### DIRECTORS

Sec. 1. NUMBER. The affairs and business of the Tangerine Water Company, Inc. shall be managed by a Board of seven Directors.

Sec. 2. ELECTION OF DIRECTORS. At the annual meeting of shareholders, the persons receiving a majority of the votes cast for the Directors to be elected, as proposed by the Nominating Committee or from the floor, shall be directors and shall constitute the Board for the ensuing year.

Sec. 3. TERM OF OFFICE. The term of office of each director shall be two years, with three directors being elected in odd years and four in even years.

Sec. 4. DUTIES OF DIRECTORS. The Board of Directors shall have the control and general management of the affairs and business of the Corporation. Such directors shall in all cases act as a Board, using a majority vote and may adopt such rules and regulations for the conduct of their meetings, and for the management of the Company, as they may deem proper, but not inconsistent with the Articles of Incorporation and the laws of the State of Florida.

Sec. 5. DIRECTORS' MEETINGS. A regular meeting of the Board shall be held immediately following the annual meeting of the stockholders. Meetings of the Board shall be held as necessary to properly transact the business of the Company. Special meetings of the Board may be called by the President at any time, and

shall be called upon written request of three directors. No business other than that specified in the notice shall be transacted at any special meeting. At any meeting at which every member of the Board of Directors is present, any business may be transacted.

Sec. 6. NOTICE OF MEETINGS. Notice of meetings, other than the regular annual meeting, shall be given by notification to each Director in person or by mail to the last know Post Office address, at least five days before the date of such meeting, the notice specifying the time, place and purpose of the meeting.

Sec. 7. QUORUM. At any meeting of the Board, a majority of Directors shall constitute a quorum for the transaction of business. In the event a quorum is not present, those present may adjourn the meeting to some future time, not more than 30 days later.

Sec. 8. VOTING. At all meetings of the Board, each Director shall have one vote, irrespective of the number of shares of stock held or controlled by the Director.

Sec. 9. VACANCIES. Whenever any vacancy shall occur in the Board by death, resignation, removal, or otherwise, the vacancy shall be filled without undue delay by a majority vote by ballot of the remaining members of the Board at a special meeting which shall be called for that purpose. Such election shall be held within sixty days after the occurrence of such vacancy. The person so chosen shall hold office until the next annual meeting or until a successor shall have been chosen at a special meeting of the stockholders.

Sec. 10. REMOVAL OF DIRECTORS. Any Director may be removed either with or without cause by a vote of the stockholders holding a majority of the stock, at any special meeting called for the purpose or at the annual meeting.

Sec. 11. RENUMERATION OF DIRECTORS. The Board may vote a yearly compensation for serving as a Director a sum not to exceed \$50 in any one fiscal year.

Sec. 12. COMMITTEES. The Board may organize itself into committees.

a. The standing committees may be the following, but can be optional at the discretion of the Board:

(1) Executive -- planning, organizing and staffing; legal; contracts; sales; and rates.

(2) Finance -- audit; budget; bookkeeping; compensation; dividends; approval of expenditures; and future financing.

(3) Operations -- engineering; equipment; supplies; maintenance; safety; water supply; metering; and testing.

(4) Public Relations -- customer complaints and suggestions; contacts with public officials; environmental concerns; and ethics.

b. Special committees may be appointed by the President as required to deal with special projects when deemed necessary.

### ARTICLE III

#### OFFICERS

Sec. 1. NUMBER. The officers of this Company shall be a:

President

Vice-President

Secretary and Assistant Treasurer

Treasurer and Assistant Secretary

Sec. 2. ELECTION. All officers of the Company shall be elected annually by the Board at its first meeting held immediately after the annual meeting of stockholders, and shall hold office for the term of one year or until their successors are duly elected.

Sec. 3. DUTIES OF OFFICERS. The duties and powers of the officers of the Company shall be as follows:

PRESIDENT. The President shall be the Chief Executive Officer and will have such powers and duties as generally pertain to this office. The President shall see that books, reports, statements, and certificates required by Statute are properly made and filed according to law; shall co-sign with the Secretary all stock certificates and with the Treasurer all notes, drafts, bills of exchange, warrants, or other orders for payment of money drawn by the Treasurer; shall sign all contracts and agreements approved by the Board; and will perform all duties incident to the position and office which are required by law.

VICE-PRESIDENT. The Vice-President will be the Chief Operating Officer of the Corporation and will have such powers and

duties as generally pertain to this office. The Vice-President will be responsible for the operation of the Pumping Station or stations and the water distribution system; will assure that supplies are on hand and maintenance performed; mains maintained and pipes extended as authorized; meters added, repaired and read; water samples taken for laboratory testing in compliance with environmental regulations; operating personnel trained as required; and will perform all duties incident to the position and office which are required by law.

**SECRETARY.** The Secretary shall keep the minutes of the meetings of the Board and of the stockholders in appropriate books; shall give and serve all notices of the Corporation; shall be custodian of the records and the seal, and affix the latter as required; shall keep the stock and transfer books in the manner prescribed by law, so as to show at all times the amount of capital stock, names of the owners thereof, their respective places of residence, the number of shares owned by each, the date at which such person became such owner, and the amount paid thereon; and keep such stock and transfer books current and open to inspection of any stockholder; shall sign all certificates of stock; and shall attend to all correspondence and perform all the duties incident to the office of Secretary.

**TREASURER.** The Treasurer shall be responsible for customer billing; shall have the care, custody, and responsibility for all the funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such bank or banks or other federally regulated trust company or safe deposit vault as the Board may designate; shall sign, make, and endorse in the name of the Corporation, all checks, drafts, warrants, and orders for the payment of money and receipt therefor, under the direction of the President or the Board; shall maintain at such place the Directors may designate, correct book of account of all the Corporation business and transactions, and such other books of account as the Board may require and shall exhibit at all reasonable times his books and accounts to any director or stockholder upon reasonable application; and shall render a statement of the condition of the Corporation at each quarterly meeting of the Board, and at such other times as shall be required, and a full financial report

at the annual meeting of stockholders.

Sec. 4. BOND. The Treasurer shall, if required by the Board, give to the Corporation such security for the faithful discharge of his duties as the Board may direct.

Sec. 5. VACANCIES, HOW FILLED. A vacancy in any office shall be filled by the Board without undue delay, at a regular meeting or at a meeting specifically called for that purpose.

Sec. 6. COMPENSATION OF OFFICERS. The officers shall receive such salary or compensation as may be determined by the Board of Directors.

Sec. 7. REMOVAL OF OFFICERS. The Board may remove any officer by a majority vote with or without cause.

#### ARTICLE IV

##### SEAL

Sec. 1. SEAL. The seal of the Corporation shall be in a circular form with the name of the corporation, Tangerine Water Company, Inc., on the circumference and the words and numerals "Incorporated 1944 Florida" in the center.

#### ARTICLE V

##### CERTIFICATES OF STOCK

Sec. 1. CERTIFICATES. Each stockholder shall be issued a stock certificate in the form approved by the Board indicating the number and type of shares owned plus the stock certificate number. The certificates shall be signed by the President and Secretary, dated, and impressed with the seal of the Corporation.

Sec. 2. TRANSFER OF STOCK. Shares of stock shall be transferable on the books of the Corporation only by the owner in person or by a duly authorized attorney or legal representative, and on the surrender of the certificate or certificates properly endorsed. No transfer shall be made on the books of the Company within ten days preceeding the annual meeting of the stockholders. In all cases of transfer, the certificates must be surrendered and cancelled before a new certificate may be issued.

#### ARTICLE VI

##### DIVIDENDS

Sec. 1. AUTHORIZATION. The Board may declare dividends by a majority vote whenever, in their opinion, the condition of the Corporation's finances will render it advisable for dividends to be declared.

## ARTICLE VIII

## BILLS, NOTES, ETC.

Sec. 1. AUTHORIZATION. No person officially associated with the Tangerine Water Company shall contract or cause to be contracted any debt or liability in the name of or in behalf of the Corporation without the proper approval of the Board.

## ARTICLE VIII

## INDEMNIFICATION

Sec. 1. APPLICATION. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Corporation, by reason of the fact that that person is or was a director, officer, employee, or agent of the Corporation, against expenses, including attorney fees, judgements, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding, if the individual acted in good faith and in the manner reasonably believed to be in or not opposed to the best interests of the Corporation. The termination of any action, suit, or proceeding by judgement, order, or settlement shall not in itself create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation.

## ARTICLE IX

## AMENDMENTS

Sec. 1. HOW AMENDED. These bylaws may be changed by a majority vote of the directors at any meeting of the Board provided that a written notice shall have been sent to each Director at least five days before the date of such meeting, which notice shall state the changes proposed to be made, only such changes as have been specified in the notice may be made. If however, all of the Directors are present at any regular or special meeting, these bylaws may be changed by a unanimous vote, without any previous notice.

I CERTIFY THAT THESE EIGHT PAGES OF BYLAWS WERE ADOPTED BY THE CORPORATION AT A MEETING OF THE BOARD OF DIRECTORS ON THE 11th DAY OF March 1985.

Kay J. Alderman  
Secretary

Robert G. Alderman  
Attest



Schedule B  
Encumbered Purchased Assets

None.

Schedule C  
Corporate Authorizations

At a meeting of the Tangerine water Company shareholders on 6/22/99 the subject of the sale of the company was discussed. The motion to approve the sale of the company was approved by a vote of 211 YES and 18 NO votes out of a total of 293 shares.

A board of directors meeting followed the shareholders meeting of 6/22/99 with the nomination and election and election of the following officers:

President - R. Gregory Hathaway  
VP Operations - Dennis Kellenberger  
Treasurer - Connie Hurlburt  
Secretary - Laurie A. Hathaway

At a special shareholders meeting on 9/21/99 the bids for the purchase of the Tangerine Water Company were analyzed and discussed. With 147 votes needed for approval, the Tangerine Community Church (70 votes) and the Board of Directors voting for the 85 proxy votes gave a 155 majority vote in favor of selling the company to Florida Water Services.

Schedule E  
Conflicts, Loss of Benefits, etc.

None.

Schedule F  
Required Consents

None.

Schedule G  
Financial Statements and Reports

1. Copy of PSC Staff Assisted Rate Case Audit workpapers (Docket #981663-WU, Audit Control #98-356-3-1) for the period ended 12/31/98. A copy of substantially all of the audit workpapers were provided to FWSC under our cover dated 7/30/99 (copy of our cover attached).
2. Copies of all 1999 tax returns will be provided to FWSC upon request.

# Tangerine Water Company, inc.

P. O. Box 304  
Tangerine, Florida 32777

July 30, 1999

*vice*  
Mr. Charles Sweat, <sup>^</sup>President  
Florida Water Services Corporation  
P. O. Box 609520  
Orlando, FL 32860-9520

Dear Mr. Sweat:

Thank you for your call yesterday regarding our bid invitation for the sale of Tangerine Water Company.

I am enclosing copies of the following information:

1. Map of the service area certified by the Florida Public Service Commission with details of the legal description.
2. Florida Public Service Commission Order No. PSC-99-1399-PAA-WU, dated July 21, 1999. The order provides some general information about operations and financial information on the utility.
3. A partial copy of the Florida Public Service Commission's Staff Assisted Rate Case Audit for the 1998 test year. I have eliminated the detail worksheets, which consist of billing records, invoices, and board minutes. If you find that you require this information, please contact me.
4. 1998 Form 1120 - U. S. Corporation Income Tax Return.
5. 1998 FPSC Form WAW6 - Class "C" Water Utility Annual Report. There is some summary information about the distribution system.

As you know, some of this information is public record. However, we request that confidentiality be maintained for information that is not public record.

I would be happy to answer any questions you may have about the financial information. I am generally available between 9 a.m. and 5 p.m., Monday through Friday by calling (352) 383-3515.

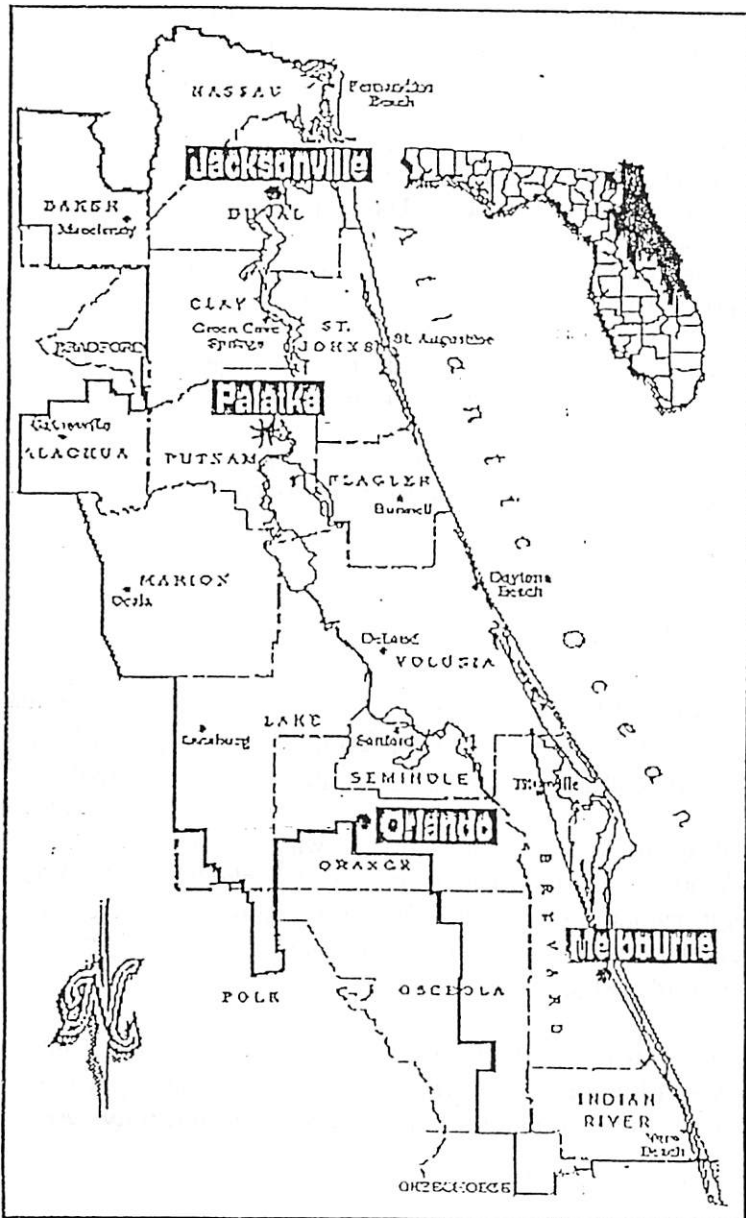
Yours very truly,

Connie L. Hurlburt  
Treasurer



St. Johns River Water Management District

# PERMIT APPLICATION FOR CONSUMPTIVE USES OF WATER



Please mail to the nearest  
District Service Center:  
St. Johns River Water Management District

District Headquarters:

P.O. Box 1429  
Highway 100 West  
Palatka, Florida 32178  
FAX: 904-329-4490

Jacksonville Service Center:

7775 Baymeadows Way  
Suite 102  
Jacksonville, Florida 32256  
FAX: 904-730-6267

Orlando Service Center:

618 East South Street  
Suite 200  
Orlando, Florida 32801  
FAX: 407-897-4354

Melbourne Service Center:

305 East Drive  
Melbourne, Florida 32904  
FAX: 407-722-5357

## INTRODUCTION

Unless expressly exempted by law or District regulation, a consumptive use permit is required for any use, diversion or withdrawal of surface or ground water which meets any of the following criteria:

1. Average annual daily withdrawal exceeding one hundred thousand (100,000) gallons average per day on an annual basis.
2. Withdrawal equipment or other facility which have a capacity of more than one million (1,000,000) gallons per day.
3. Withdrawals from a combination of wells or of other facilities, having a combined capacity of more than one million (1,000,000) gallons per day.
4. Withdrawals from a well in which the outside diameter of the largest permanent water bearing casing is six inches or greater. For purposes of this paragraph, the diameter of the well at ground surface will be presumed to be the diameter of the well for the entire length unless the well owner or well contractor can demonstrate that the well has a smaller diameter water bearing casing below ground surface.
5. Within the Delineated Area as set forth in 6.7.1.6, Applicant's Handbook: Consumptive Uses of Water, withdrawals from a well in which the inside diameter of the largest permanent water bearing casing is five inches or greater. For purposes of this paragraph, the diameter of the well at ground surface will be presumed to be the diameter of the well for the entire length unless the well owner or well contractor can demonstrate that the well has a smaller diameter water bearing casing below ground surface.
6. Within the Delineated Area as set forth in 6.7.1.6, Applicant's Handbook: Consumptive Uses of Water, for freeze protection uses of water on agricultural and nursery property greater than 5 acres in size.
7. Any secondary use, as defined in paragraph 2.0(v) of the Applicant's Handbook: Consumptive Uses of Water, which exceeds 100,000 gallons per day estimated on an average annual basis.

## PROCESSING

Processing of permit applications is in accordance with provisions of the Water Resources Act, Chapter 373, Florida Statutes, Chapter 120, Florida Statutes, Chapters 40C-1, 40C-2 and 40C-20, Florida Administrative Code and the Applicant's Handbook: Consumptive Uses of Water

The District will notify an applicant if an application is incomplete within 30 days of receipt and will inform the applicant of what additional information is required to make the application complete. For those permits processed as individual permits, the Board will issue or deny permits within 90 days of receipt of the completed application. Those permits processed as general permits will be issued within 30 days of receipt of a completed application.

Failure to obtain a permit prior to undertaking a regulated activity is a violation of District requirements, even if the project would receive a favorable review in a standard permitting process. The District may initiate administrative, civil or criminal actions against violators, and may require restorative steps.



# PERMIT APPLICATION FOR CONSUMPTIVE USES OF WATER

Permit Type: Individual CUP <input type="checkbox"/> Secondary Use <input type="checkbox"/>
Standard General CUP <input checked="" type="checkbox"/>
Application is for: New use <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Modification of Existing Permit <input type="checkbox"/>



## APPLICANT INFORMATION

ORGANIZATION NAME (please print all responses)

T A N G E R I N E   W A T E R   C O M P A N Y   I N C .

LAST NAME (please print all responses)

FIRST NAME

STREET NO.      STREET NAME      CITY

5 7 0 0   B L O C K      H U R O N   S T      T A N G E R I N E

STATE      ZIP      PHONE

F L      3 2 7 7 7      4 0 7 8 8 0 0 9 6 8

## AGENT OR CONSULTANT INFORMATION

Same as above

ORGANIZATION NAME (please print all responses)

LAST NAME (please print all responses)

FIRST NAME

STREET NO.      STREET NAME      CITY

STATE      ZIP      PHONE

Gene Henderson	<i>Gene Henderson</i>	2/11/99
APPLICANT'S NAME (Please print)	APPLICANT'S SIGNATURE	DATE
If a person other than applicant has completed this form, that person certifies by his signature below that he is acting as an authorized agent of the applicant and his signature will be certification that he is in fact the authorized agent.		
AGENT'S NAME (Please print)	AGENT'S SIGNATURE	DATE

Same as applicant **OWNER INFORMATION**

LAST NAME (please print all responses) FIRST NAME

STREET NO: STREET NAME TYPE CITY

STATE ZIP PHONE

**SITE INFORMATION**

COUNTY ORANGE ACRES OWNED NONE

SECTION 4-9 TOWNSHIP 20 RANGE 27E

PROJ. NAME TANGERINE PARK PROJECT ACRES 2 Lots\*

COUNTY PARCEL NO. FIVE? \* Lots 23 & 24, Block 5

**TYPE OF USE**

DARKEN ALL THAT APPLY

AESTHETIC  AGRICULTURAL  AQUACULTURAL  COOLING AND AIR CONDITIONING

DEWATERING  COMMERCIAL AND INDUSTRIAL  ESSENTIAL  FREEZE PROTECTION

GOLF COURSE  RECREATION AREA  HOUSEHOLD TYPE  LIVESTOCK

NURSERY  URBAN LANDSCAPE IRRIGATION  WATER BASED RECREATION

UNACCOUNTED FOR WATER  OTHER  Water Utility Use

Permit No:

**AMOUNT REQUESTED**

INCHES PER YEAR \_\_\_\_\_

MILLION GALLONS PER YEAR 131.4

MILLION GALLONS PER DAY .360

DATE OF START OF USE January 1999

WATER USE MONITORING

All permittees are required to measure their water usage on a continuous basis. All users must report their use using form EN-50 to the District at the intervals specified in their permit. If used, meters must be 95% accurate, verifiable and installed according to manufacturers' specifications. Meters or alternative methods utilized by the water supplier to charge for the water may suffice as a water use monitoring tool.

Alternative methods must be 90% accurate and verifiable. All alternative methods must be approved in advance and in writing by District staff.

Same as applicant **COMPLIANCE ENTITY**

Consumptive Use Permits require the periodic submittal of data to the District. Please provide the name, address and phone number of the person who will be responsible for ensuring that the permitted conditions are met. Submittal of this information does not relieve the permit holder from the responsibility for compliance.

Name: Dennis Kellenberger  
Address: P.O. Box 304  
Tangerine, FL 32777

Phone Number: ( 352 ) - 383-3057

**SECONDARY TYPE USE**

Please supply information regarding the source(s) of water for your activities.

1. The name of the supplier of water. N/A
2. Is this source of water potable or non-potable? (circle one)
3. What percentage of your total water use is from this supplier? \_\_\_\_\_
4. If 100% of your water use is not provided from the supplier, please indicate what uses are self supplied.
5. The applicant must also complete other packages which address the requested consumptive use identified in question 4.

Description of Use Classes: Each permit shall be identified with one or more of the following use classifications:

- (a) Aesthetic use - the use of water for fountains, waterfalls, and landscape lakes and ponds where such uses are entirely ornamental and decorative.
- (b) Agricultural use - use of water for the commercial production of crops or the growing of farm products including, but not limited to, vegetables, citrus and other fruits, pasture, rice and sod.
- (c) Aquacultural use - the use or withdrawal of water for cultivation of animal and plant life in a water environment, including but not limited to food fish, aquatic bait, game fish, aquatic plants (i.e. watercress), alligators, tropical fish, shellfish, and turtles.
- (d) Commercial and industrial process use - the use of water essential to the production of the goods or services provided by a business establishment.
- (e) Cooling and air conditioning use - the use of water for heating or cooling, or for air conditioning.
- (f) Dewatering use - the removal of water from a specific area to facilitate mining or construction.
- (g) Essential use - the use of water strictly for fire fighting purposes, health and medical purposes and the use of water to satisfy federal, state or local public health and safety requirements.
- (h) Freeze protection - the periodic and infrequent use of water to protect agricultural and nursery crops from damage due to low temperatures.
- (i) Golf course use - water used to irrigate an establishment designed and used for playing golf.
- (j) Household use - the use of water for personal needs or for household purposes such as drinking, bathing, heating, cooking, sanitation or cleaning, whether the use occurs in a residence or in a business or industrial establishment.
- (k) Livestock use - the use of water for watering or washing of livestock.
- (l) Nursery use - the use of water on premises on or in which nursery stock is grown, propagated or held for sale or distribution or sold or reshipped.
- (m) Recreation area use - the use of water for the maintenance and support of intensive recreational areas such as, but not limited to, playgrounds, football, baseball, and soccer fields.
- (n) Urban landscape irrigation - the outside watering or sprinkling of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens and other such flora which are situated in such diverse locations as residential landscaping, recreational areas, cemeteries, public, commercial and industrial establishments, public medians and rights of way.
- (o) Water based recreation use - water used for public or private swimming and wading pools, including water slides. This term does not include pools specifically maintained to provide habitat for aquatic life.
- (p) Water utility use - water used for withdrawal, treatment, transmission and distribution by potable water systems.

## SOURCES OF WATER (Summary Data Sheet)

Please supply information regarding the source(s) of water for your activities. Include information regarding all wells/pumps on the property.

Table 1.  
SUMMARY OF GROUND WATER SOURCES

*see last page for  
pump, 10' depth  
pump, 25' depth*

Well or Pump Number	Wellfield or Facility Name	Casing Dia (in)	Casing Depth (ft)	Total Depth (ft)	Operation Hrs/wk	Pump Capacity (in gpm)	Date Drilled	Existing or proposed (date)	Type of Use
1	Tangerine	6"	125	398		250	1944		Water Utility
2	Tangerine	6"	176	413		300-350	1959		Water Utility

\* - See use descriptions on page 4. If more than one use type, show predominate use

Table 2  
SUMMARY OF SURFACE WATER SOURCES

Pump Number	Pump Capacity (gpm)	Operation Hrs/wk	Acreage of Surface Water Body	Name of Source	Status (date if proposed)	Type of Use
N/A						

PROPERTY CONTROL AND LOCATION

I. PROPERTY CONTROL

- 1. Property Ownership - Provide a copy of the excuted deed indicating the current owner of the property which is the subject of this application.
- 2. Leased Property - Provide a copy of the current lease, or a letter signed by the property owner describing the lease arrangement and the duration of the lease.

II. LOCATION MAPS

Provide a recent map (preferably a USGS topographic quadrangle, a map from a county plat directory, or survey map) indicating the following:

- (a) property boundaries (include approximate lengths of boundaries in feet); (public supply water uses please show service areas)
- (b) All existing and proposed withdrawal point locations. Indicate well number and casing size for ground water withdrawals, and pump number and maximum pump capacity for surface water withdrawals;
- (c) a north arrow;
- (d) a scale designation - all maps should have a minimum scale of 1 inch = 2,000 feet; and
- (e) labeled landmarks such as roads and political boundaries.

Please provide identification numbers and date permitted if you obtained or are in the process of obtaining any of the following permits for this project

Environmental Resource Permit (ERP)	<u>DEP ID # 3481329</u>
EPA Ordered Environmental Impact Statements	_____
Agricultural Discharge	_____
FDEP Wastewater Site Identification No.	_____
FDEP Public Water Supply (PWS) Identification No.	<u>096-W</u>

III. ADJACENT PROPERTY OWNERS  
(not applicable to Secondary Users Permits)

Provide a complete list of adjacent property owners and mailing address as prescribed in Tables #3 and 4. Attach additional sheets as needed.

Name	Address	City	State	Zip Code
------	---------	------	-------	----------

See attached name & house number map showing immediate customer locations to the water plant on Huron Street at Zip Code 32777. Full customer location & list is available on request


USE OF LOWEST ACCEPTABLE QUALITY WATER SOURCE

1. Are you proposing to use the most appropriate (lowest quality) source of water?  
Florida aquifer only
2. Is reclaimed water readily available as a source of water?  
No

WATER CONSERVATION PLAN

A water conservation plan must be submitted with this application. Please refer to Section 12.0 and Appendix K, Applicant's Handbook, Consumptive Uses of Water, for information on how to prepare a plan and the plan components.

N/A. Assume Tangerine is grandfathered in since the company has been incorporated since 6/44 & no handbook was forwarded with this application.

Table 3 - Ground Water Withdrawals

Withdrawal Amount	Property Owners to be Listed
less than 1,000,000 gallons maximum per day -and- less than 100,000 gallons per day annual average	None required
max day is between 1 and 5 million gallons -or- average day is between 100,000 and 500,000 gallons	All property owners within 600 feet of well or 100 feet of property boundary.
max day is between 5 and 10 million gallons -or- average day between 500,000 and 1,000,000 gallons	All property owners within 1,320 feet of each well or 200 feet of the property boundary.
max day exceeding 10 million gallons -or- average day exceeds 1,000,000 gallons	All property owners within 2,640 feet of the well, or 400 feet of the property boundary.

Table 4 - Surface Water Withdrawals

Withdrawal Amount	Property Owners to be Listed
surface area of the withdrawal lake is less than 80 acres	All riparian land owners on lake and those up to 600 feet downstream if the lake has an outlet
surface area of the withdrawal lake is greater than 80 acres	All riparian land owners up to 600 feet from the withdrawal point
Withdrawals from a stream and average daily pumpage is less than 5 million gallons	All riparian land owners up to 600 feet upstream and 1,320 feet downstream from the withdrawal point
Withdrawals from a stream and average daily pumpage is greater than 5 million gallons	All riparian land owners up to 1,320 feet upstream and 2,640 downstream from the withdrawal point



### SECTION III

#### Applicant Checklist

Please verify that the following information has been provided as part of this application package:

			<u>Attached</u>
1.	Appropriate Fee	\$	<u>200.00</u>
2.	Signature of Applicant and/or Agent		<u>X</u>
3.	Authorization from Owner for Agent (if Agent is listed on application)		<u>N/A</u>
4.	Copy of Executed Deed or Lease Agreement		<u>X</u>
5.	Location Map		<u>X</u>
6.	List of adjacent land owners		<u>X</u>
7.	Completed Water Use Type Package*		<u>X</u>
8.	Water Conservation Plan		<u>N/A</u>

\$400 PAID  
 DUE TO PERMIT  
 OF H2O P/W

\*NOTE: Applications for Public Supply, Commercial/Industrial, Agricultural, Aquacultural, Nursery/Fern, Golf Course Irrigation, Dewatering, and Landscape Irrigation water uses must also include the supplemental water use package specific to each use type. Those applying for a Secondary Use Permit must complete and submit each of the supplemental water use packages that applies to their type use.



**PUBLIC SUPPLY AND/OR ESSENTIAL TYPE USES**

(Submit 2 copies of application, supplemental information, drawings, calculations, etc.)

**YEAR-ROUND PUBLIC SUPPLY**

**A. POTABLE WATER SUPPLY**

1. Please submit a map (minimum 1:2000 scale or larger) showing the current and proposed service area.
2. Please submit any of the following that apply:
  - a) Copy of the Public Service Commission (PSC) certification describing service area;
  - b) Copy of local government franchise agreement; or
  - c) Documentation that utility is not regulated by PSC or local government.
3. Complete Table 1 - Historic Water Use; and Table 2 - Projected Water Use as a basis for the requested allocations. In addition:
  - (a) Provide the past 12 months of monitored water use data (MOR's if available) and calculate historic average daily and maximum daily per capita use; (See 1997 & 1998 monthly tabulation at attachment)
  - (b) Explain the method of projecting population growth (historic projection preferred). Part past history (9% increase last 7 years; 18% in last 15 years), but most based on capacity of water lines.  
 Attach documentation for method of determining growth projections.  
 (See footnotes on Table 2)

**B. WASTEWATER DISPOSAL**

1. Specify the present and projected amounts of wastewater:

	PRESENT (mgd)*	PROJECTED (5 YEARS)	PROJECTED (10 YEARS)	PROJECTED (15 years)
Average daily disposal °				
Plant capacity				

\*mgd = million gallons per day  
 ° Identify WWTP if more than one

2. Specify the percentage for each type of disposal (total 100%)

DISPOSAL TYPE	PRESENT %	PROJECTED % ( 5 YEARS)	PROJECTED % ( 10 YEARS)	PROJECTED % ( 15 YEARS)
Reuse				
Offsite Discharge				
Individual Septic Tanks	100%	100%	100%	100%
On-site Percolation Ponds				
On-site Spray Fields				
Other				

C. REUSE OF RECLAIMED WATER

1. Describe the method of reuse by completing the table below:

Check here if no reuse projected at this time

TYPE OF SITE (golf, landscape, etc)	FACILITY NAME	ACREAGE	AVERAGE USE (mgd)	PROJECTED AVE. USE (mgd)

2. Please provide a map (minimum 1:2000 scale) showing the location of the sites listed in the table above as well as the location of all major existing reuse lines and those proposed for the next 15 years.

3. If wastewater is treated on-site specify level of treatment:

primary  secondary  secondary with disinfection

D. ESSENTIAL USE

Are you requesting the use of any of the identified sources for fire protection? YES  NO

If yes, please list the wells/pumps that will be used.

If checking YES indicates using the services of the Orange County Fire Department from Zellwood, then both wells/pumps will be used when fire trucks tap into the existing fire hydrants in Tangerine.

TABLE 1  
HISTORIC WATER USE

Last 7 years	Past Population	Number of Units	Per Capita Usage (gpcd)	Household Avg. day (mgal)	Household Max. Day (mgal)	Commercial/Industrial Avg. day (mgal)	Commercial/Industrial Max. day (mgal)	Irrigation (urban landscape or common areas (mgal)(ave. day)	Irrigation (urban landscape or common areas (mgal) (max. day)	Water Utility (mgal)	Unaccounted for water (mgals)	Total Annual Avg. day (mgal)	Total Annual Max day (mgal)
19 98	798	228	148	.118	.192						12.145	.151	.257
19 97	777	222	120	.093	.110						20.994*	.151	.180
19 96	763	218	127	.097	.117						15.464*	.139	.165
19 95	738	211	142	.105	.126						8.565	.128	.183
19 94	738	211	128	.094	.106						8.565	.128	.169
19 93	731	206	145	.105	.132						6.992	.124	.165
19 92	731	209	134	.098	.117						9.930	.125	.17

\* Quarterly billing cycle got behind schedule & was not compensated for in annual reports to PSC & the source of this data. The unbilled water use thus appears as unaccounted for water until billed.

**Table Definitions**

\*\* Gross amount reflected here, but using FL Rural Water Assn audit report of 12/13/98, total unaccounted for water was reduced to 2,970,000 gallons for '98, or 5.2% of total water pumped.

- Household Use: Amount sold or given to domestic customers. Typically includes 5/8 and 3/4 inch metered accounts. Includes private lawn irrigation.
- Population: Estimated number of residents served.
- # of Units: Number of residential units served.
- Per Capita Use: Use per person per household; Average household use (column 5) divided by population (column 2)
- Commercial/Industrial Use: Amount sold to commercial customers. Typically includes meters larger than 1 inch. Include bulk customers in this use.
- Irrigation Use: Amount used for common area irrigation owned or maintained by a public entity. This does not include areas privately owned areas or amounts previously accounted for under household use.
- Water Utility: Misc. monitored use (eg. fire protection, sewer flushing, construction use, & maint. features)
- Unaccounted Water: Unaccounted for water use. Obtained from an audit of system.
- Total Use: Sum of all uses - household + comm/ind. + irrigation + water util. = MOR's for year

TABLE 2  
PROJECTED WATER USE

Next 15 years	Past Population	Number of Units *	Per Capita Usage (gpcd)	Household Avg. day (mgal) **	Household Max. Day (mgal) ***	Commercial/Industrial Avg. day (mgal)	Commercial/Industrial Max. day (mgal)	Irrigation (urban landscape or common areas (mgal)(ave. day)	Irrigation (urban landscape or common areas (mgal) (max. day)	Water Utility (mgal)	Unaccounted for water (mgals) ****	Total Annual Avg. day (mgal)	Total Annual Max day (mgal)
	1999	801	229	142	.114	.145					2.278	.120	.153
	2000	805	230	142	.114	.145					2.278	.120	.153
	2001	808	231	147	.119	.152					2.378	.125	.160
	2002	815	233	142	.116	.148					2.318	.122	.156
	2003	819	234	142	.116	.148					2.318	.122	.156
D	2004	826	236	148	.122	.156					2.438	.128	.164
	2005	829	237	142	.118	.151					2.358	.124	.159
	2006	836	239	142	.119	.152					2.378	.125	.160
D	2007	840	240	148	.124	.158					2.478	.130	.166
	2008	840	240	142	.119	.152					2.378	.125	.160
	2009	843	241	142	.120	.153					2.398	.126	.161
	2010	844	241	148	.125	.160					2.498	.131	.168
	2011	847	242	143	.121	.155					2.418	.127	.163
	2012	847	242	121	.121	.155					2.418	.127	.163
D	2013	850	243	148	.126	.161					2.518	.133	.170

D signifies DRY years forecasted so more water used mostly for lawns. % increases projected based on past experience

\* see table definitions from Table 1. \* Tangerine assumes 1 new house for first 3 years, then 1½ houses for next 5 years due to the beltway completion near Apopka, then back to 1 house every other year as lines reach capacity.

P-5

\*\* Used 497.6 gal/day/meter for wet years & 517½ gal/day for dry rain year such as '98 X # of meters & cycled a dry every three years. \*\*\* Averaged a 27.7% increase over average for maximum use/day for last 7 years. Applied this factor. \*\*\*\* With help from Rural Water Assn, company hopes to reduce gross unaccounted for water loss down to 5-5½%/year with monthly rather than quarterly billing & aggressive meter replacement program.

## II. SEASONAL PUBLIC SUPPLY

(Mobile Home Parks, RV Parks, Campgrounds, etc.)

(Submit 2 copies of application, supplemental information, drawings, calculations, etc.)

1. Number of acres owned: \_\_\_\_\_
2. Total number of lots/spaces: \_\_\_\_\_
3. Average number of residents over the past 12 months: \_\_\_\_\_
4. What is the maximum number of residents served?: \_\_\_\_\_
5. What is the minimum number of residents served?: \_\_\_\_\_
6. Does each lot/space have an individual water meter?: \_\_\_\_\_
7. Does this facility have any of the following water uses: (yes or no)

- |  |   |
|--|---|
| <input type="checkbox"/> a) Laundry<br><input type="checkbox"/> b) Club house with restrooms<br><input type="checkbox"/> c) Common areas with irrigation<br># of Acres _____ | <input type="checkbox"/> d) Bath house/restrooms<br><input type="checkbox"/> e) Swimming pool<br><input type="checkbox"/> f) Other uses, please specify _____ |
|--|---|

8. Attach copies of monthly water use reports for the last 12 months. Using the past months of water use, please calculate:

- a) Average Daily water use over the past 12 months: \_\_\_\_\_ mgd\*
- b) Maximum Daily water use over the past 12 months: \_\_\_\_\_ mgd\*
- c) TOTAL water used over the past 12 months: \_\_\_\_\_ mg

9. WASTEWATER DISPOSAL - specify the percentage for each, total 100%:

DISPOSAL TYPE	PRESENT %	PROJECTED % (5 YEARS)	PROJECTED % (10 YEARS)	PROJECTED % (15 YEARS)
Reuse				
Offsite Discharge				
Individual Septic Tanks				
On-site Percolation Ponds				
On-site Spray Fields				
Other				

10. If wastewater is treated on-site, specify level of treatment:

primary  secondary  secondary with disinfection

11. Discription of lots.

- a) Average lot size: \_\_\_\_\_ sq. ft.
- b) Average home size: \_\_\_\_\_ sq. ft.
- c) Square footage of drive and walkways: \_\_\_\_\_ sq. ft.

12. WASTEWATER DISPOSAL

a) Specify the present and projected amounts of wastewater:

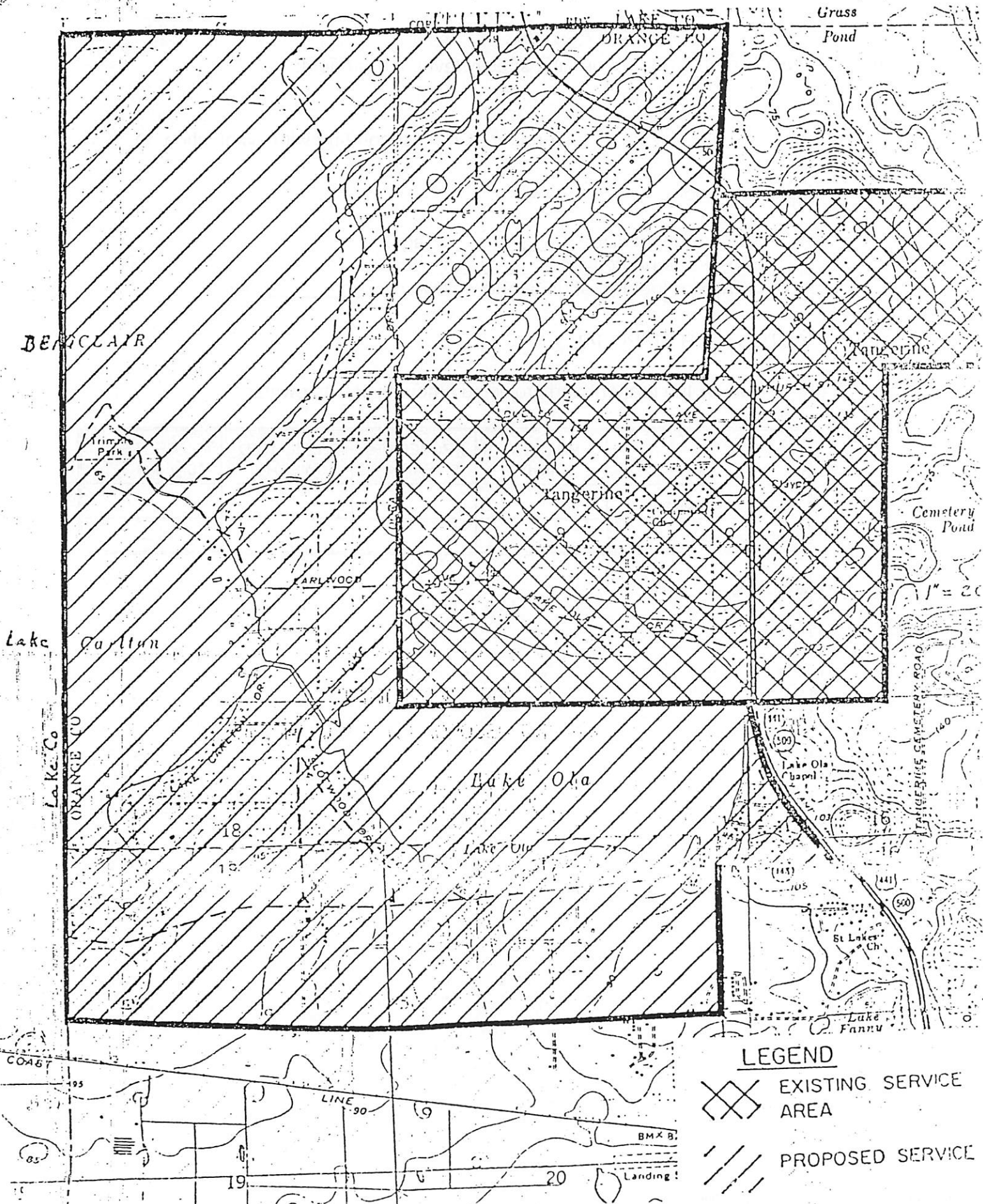
	PRESENT (mgd)*	PROJECTED (5 YEARS)	PROJECTED (10 YEARS)	PROJECTED (15 years)
Average daily disposal				
Plant capacity				

\*mgd = million gallons per day





# TANGERINE WATER COMPANY

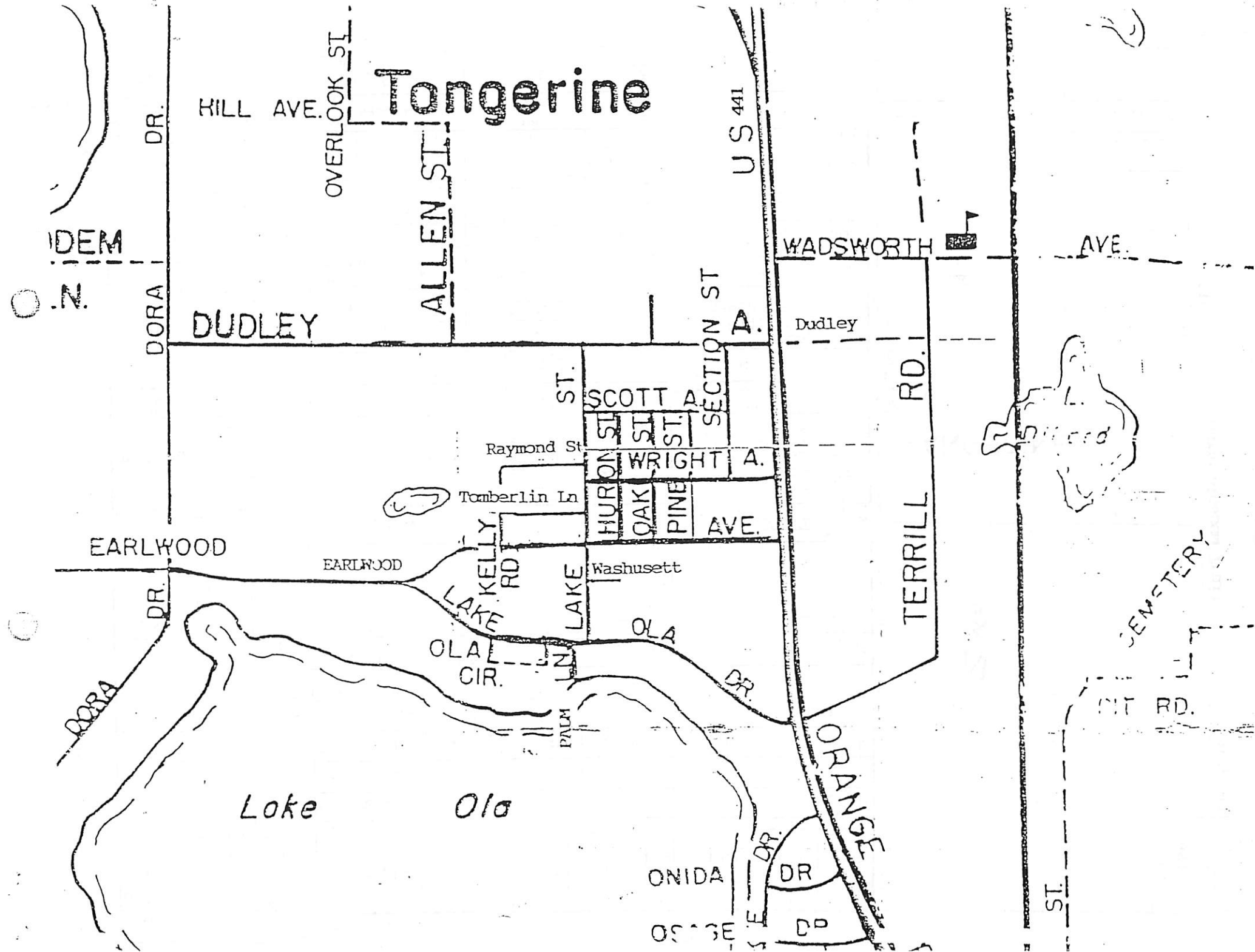
## LOCATION MAP FOR PROPOSED EXPANSION OF SERVICE AREA



### LEGEND

-  EXISTING SERVICE AREA
-  PROPOSED SERVICE

# Tongerine



HILL AVE.

OVERLOOK ST.

ALLEN ST.

U S 441

WADSWORTH AVE.

DUDLEY

Dudley

ST.

SCOTT A.

SECTION ST

A.

Raymond St

HURON ST.

OAK ST.

PINE ST.

WRIGHT A.

Tomberlin Ln

HURON ST.

OAK ST.

PINE ST.

AVE.

TERRILL RD.

EARLWOOD

EARLWOOD

Wachusett

KELLY RD.

LAKE

OLA

OLA CIR.

LAKE

DR.

ORANGE

CEMETERY

ST RD.

ONIDA

DR

OSAGE

DR

ST.

DUDLEY

DUDLEY

LAKE ST

HURON ST

OAK ST

PINE ST

LAKE STREET

HURON

OAK

PINE

SECTION

Orange Blossom Trail

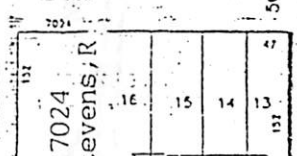
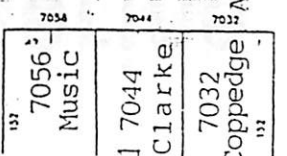
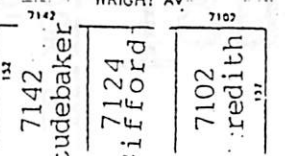
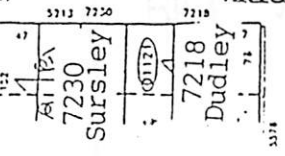
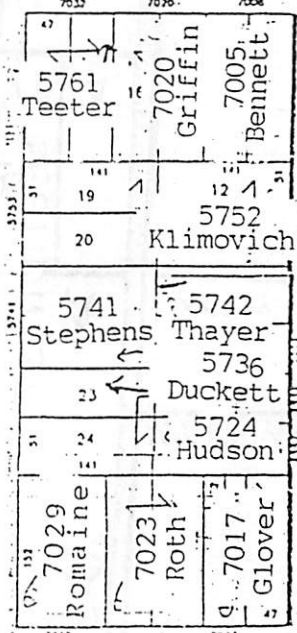
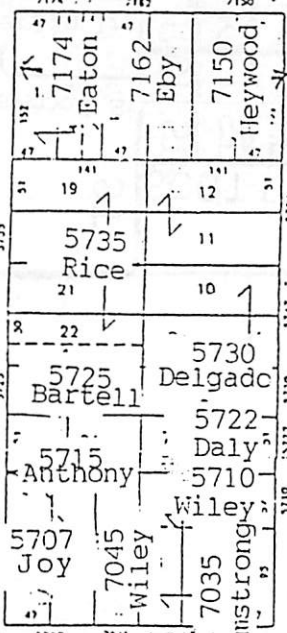
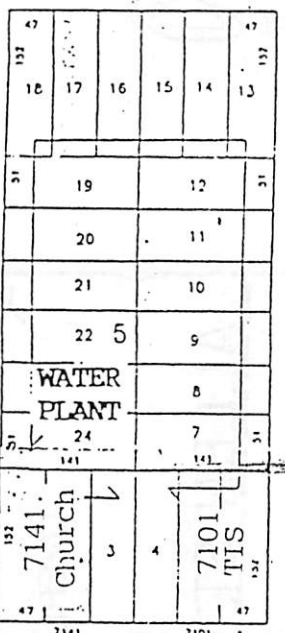
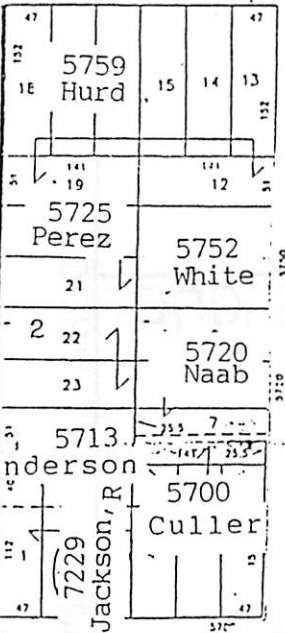
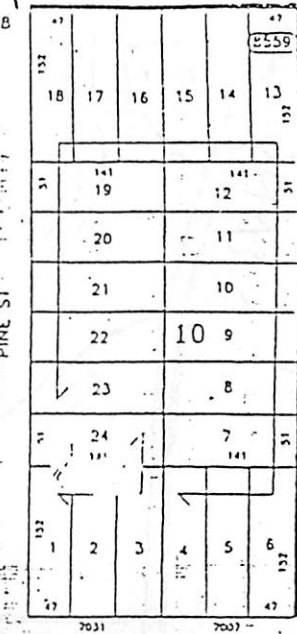
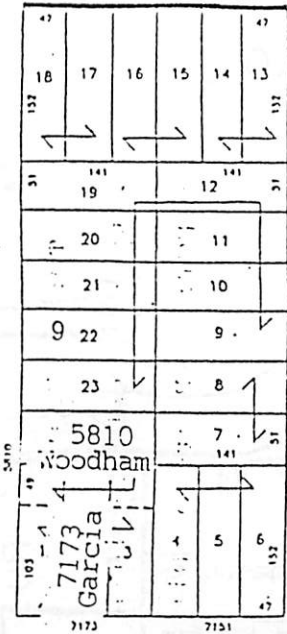
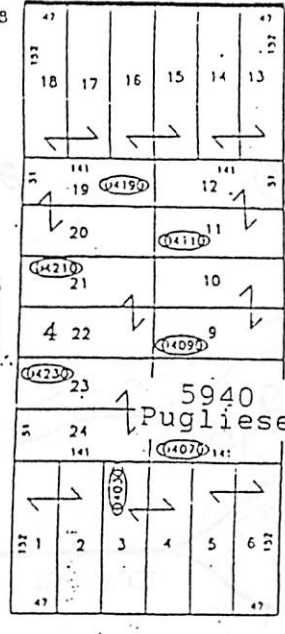
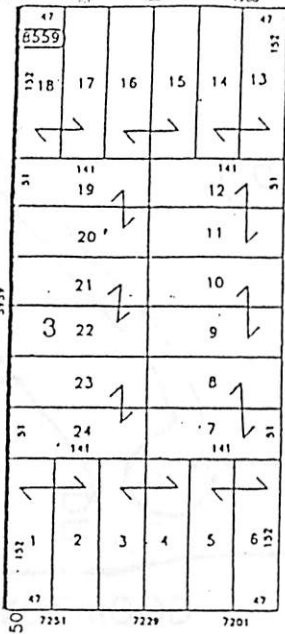
U.S. 441

U.S. 441

6906  
Castillo



TANGERINE



5590 ranklin

6906 Castillo

*Please to Mrs. Esby and have her file it. H.E.D.*

FLORIDA STATE GEOLOGICAL SURVEY  
TALLAHASSEE

WELL DATA

Please fill this blank out in so far as is possible and consistent with your policy, and either mail it direct to Florida Geological Survey or send it with the samples. On completion of the well the samples should be sent promptly to Tallahassee by express collect in order to avoid possible loss through moisture damage.

When additional sample bags are needed notify us.

1. Owner: City of Tangerine Address: Tangerine, Fla.

2. Location of well (If possible, please get from owner's tax receipt description):

County: Orange Nearest post office: Tangerine  
Direction from post office: Distance from post office:  
Section: Township: Range:

3. Driller: Locke Well & Pump Co. Address: Orlando, Fla.

4. Exact Surface Elevation: feet above sea level  
(If the exact elevation is unknown please DO NOT give an estimate)

5. Date well started: 3/25/59 Date completed: 4/3/59

6. Depth of well: 113' Total depth cased: 176' 2"

Sizes and lengths of casings: feet of 6 inch  
8--21 feet of 6 inch  
1--8' 2" feet of inch  
feet of inch

7. Does water flow at surface without pumping? No  
If so, how high above surface will it rise?  
If not flowing, how far below surface does it stand? 95'

8. Natural yield, if flowing: Yield by pumping:  
gals. per min. gals. per min.

9. For what purpose is water used? Supply well Quality: Fresh  
(Domestic, irrigation, manufacturing, etc.) (Fresh, salty, soft, etc.)

10. On back of this sheet give driller's log, record of activities, analysis of water and other facts not provided for above.

DATE: 4/10/59

Helen Vandepelt  
(Name of Person filling out data blank)  
Bookkeeper

(Address)

1997 & 1998 MONTHLY COMPARISON OF OPERATION REPORTS  
TANGERINE WATER COMPANY  
(Metered Water Pumped in 000s Gallons & Chlorine in lbs)

<u>Month</u>	<u>Water Pumped</u>	<u>Daily</u>			<u>Chlorine Use</u>	
		<u>Max</u>	<u>Min</u>	<u>Avg</u>	<u>Mo Total</u>	<u>Avg/Day</u>
<u>1997</u>						
Jan*	3,655	187	91	122	200.8	6.7
Feb	3,180	156	91	114	195.5	7.0
Mar	5,205	243	129	168	312.3	10.1
Apr	4,851	249	91	162	291.3	9.7
May	5,594	278	101	180	336.3	10.8
Jun	4,567	206	104	152	274.3	9.1
Jul	5,156	247	115	166	310.4	10.0
Aug	4,555	214	102	147	273.7	8.8
Sep	5,476	285	118	183	326.9	10.9
Oct	5,470	224	102	176	328.6	10.6
Nov	4,304	217	109	143	258.3	8.6
Dec**	3,028	138	81	98	181.8	5.9
<b>Total</b>	<b>55,041</b>				<b>3,290.2</b>	
<b>Avg/Mo</b>	<b>4,587</b>				<b>274.2</b>	
<b>Avg/Day</b>		<b>220</b>	<b>102</b>	<b>151</b>		<b>9.0</b>

\* Old 25,000 gal tank ruptured on 1/28/97 & TWC utilized an Orange County loaned 5,000 gal tank until new 10,000 gal tank came on line 12/18/97 with water approved for drinking on 12/29/97.

\*\* Plant out of service most of one day while new tank was hooked up & loan tank disconnected.

<u>1998</u>						
Jan	3,032	121	89	98	181.9	6.1
Feb	3,167	154	96	113	159.3	5.5
Mar	4,141	178	82	134	206.9	6.7
Apr	5,882	259	148	196	297.2	9.9
May	7,353	324	144	237	435.1	14.0
Jun	7,960	312	174	265	464.6	15.5
Jul	5,438	286	100	175	275.4	8.9
Aug	4,748	211	121	153	194.0	6.3
Sep	3,648	179	94	122	151.1	5.0
Oct	4,439	200	108	143	185.3	6.2
Nov	4,249	190	93	142	232.6	7.7
Dec	3,914	159	109	126	224.6	7.2
<b>Total</b>	<b>57,971</b>				<b>3,008.0</b>	
<b>Avg/Mo</b>	<b>4,831</b>				<b>250.7</b>	
<b>Avg/Day</b>		<b>214</b>	<b>113</b>	<b>159</b>		<b>8.3</b>

Source: Tangerine Water Co "Water Treatment Plant Daily Operations Summary". PWS ID # 348-1329.

Compiled By Bob Cardinell

1/1/99

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
NOTICE OF CUSTOMER MEETING  
TO THE CUSTOMERS OF TANGERINE WATER COMPANY, INC.

AND

ALL OTHER INTERESTED PERSONS

DOCKET NO. 981663-WU

APPLICATION OF TANGERINE WATER COMPANY, INC.

FOR A STAFF-ASSISTED RATE CASE IN  
ORANGE COUNTY

Issued: *April 12, 1999*

Notice is hereby given that the Staff of the Florida Public Service Commission will conduct a customer meeting to discuss the application of Tangerine Water Company, Inc. (Tangerine or utility) for a staff-assisted rate case in Orange County. The meeting will be held at the following time and place:

6:00 p.m., Wednesday, May 5, 1999  
Tangerine Improvement Society Community Building  
7101 Wright Avenue  
Tangerine, Florida 32777

All persons who wish to comment are urged to be present at the beginning of the meeting, since the meeting may be adjourned early if no customers are present. The meeting will begin as scheduled and will continue until all the customers have been heard.

The Public Service Commission Staff is also attempting to meet with representatives of customer groups and homeowners associations on May 5, 1999 between 2:00pm and 4:00pm at the Tangerine Improvement Society Community Building. If you are a representative of a customer group or homeowners association and you have not been contacted by the Public Service Commission Staff, and wish to meet with staff, please contact Min Chu at (850) 413-6968 or Bob Casey at (850)413-6974 of the Public Service Commission staff prior to May 5, 1999.

All persons who wish to participate in individual meetings are urged to make an appointment, since individual meetings may be canceled if no appointments are made.

Any person requiring some accommodation at the customer meeting because of a physical impairment should call the Division of Records and Reporting at (850)413-6770 at least five calendar days prior to the meeting. Any person who is hearing or speech impaired should contact the Florida Public Service Commission by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

#### PURPOSE

The purpose of this meeting is to give customers and other interested persons an opportunity to offer comments to the Public Service Commission Staff regarding the quality of service the utility provides, the proposed rate increase, and to ask questions and comment on staff's preliminary rates included in this notice as well as other issues. Staff members will summarize Tangerine's proposed filing, the preliminary work accomplished, and answer questions to the extent possible. A representative from the utility has also been invited to respond to questions.

At the beginning of the meeting, procedures will be established for the order of comments. The Public Service Commission Staff will have sign-up sheets, and customers will be called to speak in the order that they sign-up. Public Service Commission Staff will be available to coordinate customers' comments and to assist members of the public.

Any person who wishes to comment or provide information to staff may do so at the meeting, orally or in writing. Written comments may also be sent to the Commission at the address given at the end of this notice. Your letter will be placed in the correspondence file of this docket. You may also submit comments through the Public Service Commission's toll-free facsimile line at 1-800-511-0809.

#### BACKGROUND

Tangerine is a Class C water only utility providing service to approximately 304 customers in Orange County. The utility's revenues for the test period are \$38,340, with adjusted operating expenses of \$85,817, resulting in a net operating loss of (\$47,477) for the test period. The test period for setting rates is the historical twelve month period ending December 31, 1998.

CURRENT AND PRELIMINARY RATES AND CHARGES

Staff has compiled the following rates and charges for the purpose of discussion at the customer meeting. These rates are preliminary and subject to change based on information gathered at the customer meeting, further staff review, and the final decision by the Commissioners. The utility's current and staff's preliminary rates and charges are as follows:

Residential Water Rates

<u>Base Facility Charge</u> <u>Meter Size</u>	<u>Existing BFC</u> <u>Converted to a</u> <u>Monthly Rate</u>	<u>Preliminary</u> <u>Monthly</u> <u>Rate</u>
5/8" x 3/4"	\$ 4.01	\$ 9.28
3/4"	6.01	13.92
1"	10.02	23.19
1-1/2"	20.03	46.39
2"	32.05	74.22
3"	N/A	148.44
4"	N/A	231.94
6"	N/A	463.87
 <u>Gallonage Charge</u>		
Per 1,000 gallons		
0 - 30,000 gallons	\$ .54	\$ 1.10
Over 30,000 gallons	\$ .54	\$ 2.20

Multi - Residential Water Rates

	<u>Existing Unit Rate</u> <u>Converted to a</u> <u>Monthly Rate</u>	<u>Preliminary</u> <u>Monthly</u> <u>Rate</u>
Per Unit	\$ 2.67	\$ 6.19
 <u>Gallonage Charge</u>		
Per 1,000 gallons	\$ .54	\$ 1.44

General Service Water Rates

<u>Base Facility Charge</u> <u>Meter Size</u>	<u>Existing BFC</u> <u>Converted to a</u> <u>Monthly Rate</u>	<u>Preliminary</u> <u>Monthly</u> <u>Rate</u>
5/8" x 3/4"	\$ 4.01	\$ 9.28
3/4"	6.01	13.92



1"	10.02	23.19
1-1/2"	20.03	46.39
2"	32.05	74.22
3"	N/A	148.44
4"	N/A	231.94
6"	N/A	463.87

Gallongage Charge  
Per 1,000 gallons \$ .54 \$ / 1.44

MISCELLANEOUS SERVICE CHARGES

Currently, the utility's tariff has no provision for miscellaneous service charges. Staff's preliminary charges, below, are designed to more accurately defray the costs associated with each service and place the responsibility of the cost on the person creating it rather than on the ratepaying body as a whole.

	Preliminary Charges	
Initial Connection	\$15.00	(Normal Business Hours)
Normal Reconnection	\$15.00	(Normal Business Hours)
Premises Visit (in lieu of disconnection)	\$10.00	(Normal Business Hours)
Violation Reconnection	\$15.00	

LATE PAYMENT FEE

Staff's preliminary recommendation is that the utility should be allowed a late payment fee of \$3.75 for customer bills paid after the 20-day payment period provided in the utility's tariff.

SERVICE AVAILABILITY CHARGES

Currently, the utility's tariff has a provision for service availability charges for future customers. The utility has requested a change in its service availability charges. The utility's existing service availability policy includes a system capacity charge of \$100, a tap-in fee of \$100, and a main extension policy which states:

Service is provided as requested by customers within the water service territory. Mains are installed at the expense of the water company and remain the property of the water company.

NOTICE OF CUSTOMER MEETING  
DOCKET NO. 981663-WU  
PAGE 5

Staff's preliminary recommendation is that the utility's service availability policy should be revised to allow refundable advance agreements for future installation of distribution lines. The existing system capacity charge of \$100 should be separated into a plant capacity charge of \$64 and a main extension charge of \$36, and the existing tap-in fee of \$100 should remain as is.

STAFF REPORTS AND UTILITY APPLICATION

The results of staff's preliminary investigation are contained in a staff report dated March 29, 1999. Copies of the report may be examined by interested members of the public 24 hours a day at the following location:

U.S. Post Office Lobby  
5424 Lake Street  
Tangerine, Florida 32777

PROCEDURES AFTER CUSTOMER MEETING

After the meeting, Public Service Commission Staff will prepare a recommendation which is scheduled to be submitted to the Public Service Commission on June 17, 1999. The Public Service Commission will then vote on staff's recommendation at its June 29, 1999 agenda conference. The Commission will thereafter issue a proposed agency action (PAA) order containing rates which may be different from those contained in staff's final recommendation. Substantially affected persons have 21 days from the date the PAA order is issued to protest the Commission's proposed agency action order. Five to ten customers or persons who attend the meeting and who wish to receive a copy of the recommendation and the order should so indicate at the meeting. Those individuals are expected to distribute the information in the recommendation and the order to other customers. Anyone who is unable to attend and who wishes to obtain a copy of the recommendation or the order may do so in writing to the Commission at the address at the end of this notice.

HOW TO CONTACT THE COMMISSION

Written comments regarding the utility and the proposed rates, and requests to be placed on the mailing list for this case, may be directed to this address:

NOTICE OF CUSTOMER MEETING  
DOCKET NO. 981663-WU  
PAGE 6

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

All correspondence should refer to "Docket No. 981663-WU,  
Tangerine Water Company, Inc."

If you wish to contact the Commission regarding complaints  
about service, you may call the Commission's Division of Consumer  
Affairs at the following toll-free number: 1-800-342-3552.

This notice was prepared by Commission Staff for distribution  
by the utility to its customers.

Schedule H  
Obligations, Liabilities and Commitments

1. Tangerine Water Company has notified the Public Service Commission that we believe approximately four accounts currently serviced since prior to the original certification of the service area (September 1, 1971, Order #5446) are located in an area outside of our service area. FPSC has also been notified that Florida Water Services Corporation intends to operate Tangerine Water Company's service area after December 30<sup>th</sup> and that FWSC will provide whatever documentation may be necessary to perfect or alter FPSC's records to comply with their requirements. Refer to Exhibit 1, Item 2i.
2. There are at least two conditions required to comply with the granting of our rate case with the FPSC.
  - a. First, certain equipment and distribution system upgrades will be required within six months of the effective date of the rate increase (September 1, 1999). Refer to Exhibit 1, Item 2e (Pages 5 through 8 and 36 through 39). Also refer to Exhibit 1, Item 2d. Tangerine Water Company has not received any formal or informal directive from the Florida Department of Environmental Protection regarding the equipment upgrades.
  - b. Second, Tangerine Water is required to file quarterly reports with the FPSC detailing the number of bills rendered, the number of gallons billed, and the total revenues billed during the quarter. Refer to Exhibit 1, Item 2e (Page 37).
3. Tangerine Water Company has a compliance-monitoring schedule with the Florida Department of Environmental Protection. As of December 30, 1999, all testing is current and in compliance. In addition to the monthly bacterial testing, a number of tests are scheduled for year 2000. Refer to Exhibit 1, Item 1c.

Schedule I  
Changes in Financial Condition, Indebtedness, etc.

None.

Schedule J  
Unpaid/Unfiled Tax Liabilities

There are no unpaid and/or unfiled tax liabilities.

Schedule K  
List of Purchased Assets

Refer to Exhibit 2

Schedule M  
List of all Leases

1. Copy of Lease dated January 4, 1945 attached.
2. Copy of completed Lease Extension Agreement dated December 21, 1999 attached.
3. Copy of incomplete Assignment of Lease dated December 30, 1999 attached.



Water Co. Lease

1 of 2

FEB 28 1957  
1:30 pm

BOOK 205 PAGE 682

293228

2-50

THIS AGREEMENT, made this 17<sup>th</sup> day of January, A.D. 1946,  
BETWEEN the Tangerine Improvement Society, hereinafter called the  
lessor, and Tangerine Water Company, hereinafter called the  
lessee, witnesseth:

PBC

In consideration of the rents and covenants hereinafter  
reserved, the lessor does hereby demise and let to the lessee, all  
the following described premises situated and being in the park  
of Tangerine, County of Orange, and State of Florida, to-wit:

Lots 23 and 24, Block 5, according to the Plat  
of Tangerine, according to the public records of  
Orange County, Florida, as recorded in Misc. Book  
3, Page 698.

To have and to hold the same, with all the rights, privileges,  
easements, and appurtenances thereunto attaching and belonging  
unto the said lessee, for and during the term of ninety-nine years,  
commencing the 1<sup>st</sup> day of January, A.D. 1946, and ending on the  
1<sup>st</sup> day of January, A.D. 2044, the said lessee, its successors  
and assigns paying rent therefor and yielding possession there-  
after as hereinafter provided.

The said lessee in consideration of the leasing of said  
premises aforesaid of the said lessor does hereby covenant and  
agree to and with the said lessor to pay rent as follows: To  
furnish water to the community building located in ~~the town of~~  
Tangerine, Orange County, Florida, for all ordinary purposes in  
the use of said buildings, and to furnish water for recreation  
rooms or buildings located in the park property adjacent to and  
a part of the above described land free of all expense to the  
said community building or recreation rooms referred to herein as  
rent for and during the period of said term of lease, all without  
any relief whatsoever.

lease  
conditions

The said lessee further agrees to pay all taxes assessed  
against said leased property during the period of this lease, it  
being understood and agreed between the parties hereto that the  
said lessee has heretofore drilled or caused to be drilled a  
deep water well on said premises and has erected or will erect

Tangerine Water Co. - Tangerine - Fla.

PBC

over

17 P. 1A

The amount of water to be supplied is 2,000 gallons to the Society

2 of 2

BOOK 205 PAGE 688

from time to time tanks, towers or other facilities for the distribution of water in the Town of Tangerine and adjacent territory

It is further covenanted and agreed that during said term of lease there shall be no mechanic's lien or other lien filed on said leased premises and that in the event that any such liens attaching thereto, said lessee shall pay and fully discharge the same within thirty days written notice to do so by the lessor, its successors or assigns.

The lessee further agrees to keep all buildings, towers or other structures erected on said premises for the operation of said water distribution in a good, safe and secure condition and shall keep the lessee, its successors or assigns harmless from any penalty, damages or charges imposed or incurred for any violation of any ordinance or laws whether occasioned by neglect or otherwise.

It is further covenanted and agreed by and between the parties hereto that in the event default shall be made by said lessee, its successors or assigns in doing and performing all agreements and covenants herein provided, and such default shall continue for thirty days after notice in writing given by the lessor, its successors or assigns to the said lessee the said lessor may enter upon said premises with or without process of law and take possession thereof, with any and all buildings or improvements which may have been erected thereon, the said lessee hereby waiving any demand for possession thereof.

It is further agreed between the parties hereto that all the expressions, terms and conditions herein shall extend to and be binding upon the successors, heirs or assigns of the parties hereto, and this agreement is executed in duplicate.

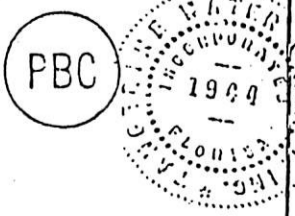
IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective duly authorized officers this 4th day of January, A.D. 1945.

ATTEST: Rue B. Moody  
Secretary

TANGERINE IMPROVEMENT SOCIETY  
BY Reginald Baskin (SEAL)  
President

ATTEST: W. L. E. E. E.  
Secretary

TANGERINE WATER COMPANY  
BY Paul H. ... (SEAL)  
President



PB

17p  
1582

PREPARED BY/RETURN TO:

Del G. Potter  
Potter, Clement and Lowry  
308 E. Fifth Ave.  
Mt. Dora, FL 32757

LEASE EXTENSION AGREEMENT

THIS AGREEMENT made this 21 day of December 1999, between TANGERINE IMPROVEMENT SOCIETY, hereinafter called the "Lessor" and TANGERINE WATER COMPANY, hereinafter called the "Lessee".

WITNESSETH:

On the 4<sup>th</sup> day of January, 1945, the above parties entered into a Lease Agreement wherein TANGERINE IMPROVEMENT SOCIETY leased to TANGERINE WATER COMPANY the following described property: Lot 23 and 24, Block 5 according to plat thereof recorded in the Public Records of Orange County, Florida, as recorded in Miscellaneous Book 3, page 598.

WHEREAS, the parties for \$10.00 and other valuable consideration agree as follows:

1. The Lease Agreement is hereby extended so that the Lease Agreement shall continue under the same terms and conditions until January 1, 2099.
2. It is further agreed that the TANGERINE WATER COMPANY shall have the right to assign said Lease with the assignee assuming all obligations of TANGERINE WATER COMPANY as provided in the original Lease Agreement executed January 4, 1945.

WITNESSES:

[Signature]

Linda Muszynski

[Signature]

TANGERINE IMPROVEMENT SOCIETY

By: Kristi Anthony 12.21.99  
Its President

TANGERINE WATER COMPANY

By: [Signature]  
Its President


STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21 day of December, 1999, by KRISTI ANTHONY as President of TANGERINE IMPROVEMENT SOCIETY,

who is personally known to me, OR  
 who \_\_\_\_\_ have \_\_\_\_\_ produced

\_\_\_\_\_ as identification and stating he/she was indeed the person(s) set forth herein.

[Signature]  
NOTARY PUBLIC--STATE OF FLORIDA

 Julie L Farr  
My Commission CC758245  
Expires July 14, 2002

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 12th day of December, 1999, by R. Gregory Hathaway as President of TANGERINE WATER COMPANY,

who is personally known to me, OR  
 who \_\_\_\_\_ have \_\_\_\_\_ produced

\_\_\_\_\_ as identification and stating he/she was indeed the person(s) set forth herein.

Connie L. Hurlburt  
NOTARY PUBLIC--STATE OF FLORIDA

re\tangerine.ext



PREPARED BY/RETURN TO:

Del G. Potter  
Potter, Clement and Lowry  
308 E. Fifth Ave.  
Mt. Dora, FL 32757

ASSIGNMENT OF LEASE

THIS AGREEMENT, made December 30th, 1999, between TANGERINE WATER COMPANY, INC., hereinafter called "Assignor," and FLORIDA WATER SERVICES CORPORATION, hereinafter called "Assignee" and Lessor hereinafter called "Lessor".

RECITALS

WHEREAS, a lease was executed on the 4th day of January, 1945, between TANGERNIE IMPROVEMENT SOCIETY and TANGERINE WATER COMPANY and

WHEREAS, the Assignor now desires to assign the Lease to the Assignee and the Assignee desires to accept the Assignment thereof:

ASSIGNMENT

NOW, THEREFORE, for and in consideration of the sum of \$10.00, receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee and his heirs, executors, administrators, and assigns all of his right, title, and interest in and to the lease hereinbefore described, and recorded in the Public Records of Orange County, Florida in Deed Book 205, page 632, and further described as:

Lots 23 and 24, Block 5, according to the Plat of Tangerine, according to the public records of Orange County, Florida, as recorded in Misc. Book 3, Page 598

and the Assignee hereby agrees to and does accept the assignment and in addition expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, and obligations required to be kept, including the making of all payments due to or payable on behalf of the tenant under said lease when due and payable.

CONSENT

The Landlord, TANGERINE IMPROVEMENT SOCIETY, hereby consents to the assignment of that certain Lease Agreement executed between itself and TANGERINE WATER COMPANY, as the original Lessees dated the 4th day of January, 1945 to TANGERINE WATER COMPANY. The Lessor further acknowledges that as of the 30th day of December, 1999 said Lease and all of its terms are current and that the present Lessee is not in default of any of its terms.

BINDING ON SUCCESSORS

This agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors administrators, successors in interest, and assigns.

Executed the day and year first above written.

ASSIGNOR

TANGERINE WATER COMPANY

By: *[Handwritten Signature]*

ASSIGNEE

FLORIDA WATER SERVICES CORPORATION

By: \_\_\_\_\_

LESSOR

TANGERINE IMPROVEMENT SOCIETY

By: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18th day of December, 1999, by R. Gregory Hathaway as President of TANGERINE WATER COMPANY,

who is personally known to me, OR  
 who has produced \_\_\_\_\_ as identification and stating he/she was indeed the person(s) set forth herein.

Connie L. Hurlburt  
NOTARY PUBLIC--STATE OF FLORIDA



STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by \_\_\_\_\_ as President of FLORIDA WATER SERVICES CORPORATION,

who is personally known to me, OR  
 who has produced \_\_\_\_\_ as identification and stating he/she was indeed the person(s) set forth herein.

\_\_\_\_\_  
NOTARY PUBLIC--STATE OF FLORIDA

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by \_\_\_\_\_ as President of TANGERINE IMPROVEMENT SOCIETY,

who is personally known to me, OR  
 who has produced \_\_\_\_\_ as identification and stating he/she was indeed the person(s) set forth herein.

\_\_\_\_\_  
NOTARY PUBLIC--STATE OF FLORIDA



**Schedule N**  
**List of all Stores, Supplies and Inventory**

PUMP HOUSE: (12/28/99)

Chlorine scale, Chatillon, 1,000 lb capacity  
3 - full chlorine UNIO17 tanks  
2 - 20' 3/4" PVC pipes, Schedule 40  
1 - 10' 2" PVC pipe, sch 40  
2 - 8' 3" PVC pipes, 160 PSI  
1 - 12' 4" PVC pipe  
100 gal (est) diesel fuel  
2 - cardboard boxes of misc couplers, Ts, etc, 3'4" to 3" PVC for repairs  
Misc valves & meter connections  
1 - meter box, plastic  
1 - automatic switchover for generator, new  
16 - new 1/2-3'4" Badger meters, complete  
3 gal (est) Chevron turbine oil GST-ISO 32  
Furniture - table, chair, stool, bench, 4 drawer file, & storage bins  
4 - helmets, safety, plastic  
1 - new switch box, electric  
1 - new type 3R electric enclosure, circuit breaker  
1 - gas mask  
1 - chlorinator control (spare)  
1 - fan, 20", Lasko, electric  
1 - pipe thread cutter, galvanized, up to 3"  
1 - electric motor, 115/230V, 1 1/2 hP, A. I. Smith Corp (used)  
1 - fire extinguisher, Amerex, 10 lb  
4 - pipe wrenches, misc sizes  
1 - 4" gate valve, Waterous, used  
Misc fittings for repair of galvanized pipe, 3/4"-3"  
Misc spare fuses  
8+ sets, 4" anti-rotation accessories, Union Foundry  
1 - gate valve turn-off tool for 4 & 6" lines

Carlyn:

This inventory was taken on 12/28 by Mr. Cardinell  
A second inventory was taken today by Mr. Kellenberger  
The two of them are reconciling/recounting/etc.  
I will send a revised inventory when the two of them  
come to an agreement. A for example of one difference  
is that Mr. Kellenberger counts 26 new meters.

Connie

Schedule O  
List of All Permits and Authorizations

1. Florida Public Service Commission Water Certificate #96-W
2. St. Johns River Water Management District Consumptive Use Permit #51373 and application (attached).
3. Florida Department of Environmental Protection (with letters of clearance for each permit):
  - a. Water Treatment Plant Permits
    - (1) New Well & Pump #3302 Apr 1959
    - (2) Water Treatment Plant Modification WC48-2024 Nov 1979
    - (3) HPT Replacement WC48-307662 Jul 1997
  - b. Distribution System Permits
    - (1) Tangerine Subdivision WD48-2024AA Oct 1988
    - (2) Boynges WD48-187561 Oct 1990
    - (3) Tangerine Subdivision - Remaining 12 Lots WD48-189072 Nov 1990
4. Florida Department of Environmental Protection Public Water System (PWS) ID #3481329. Refer to Exhibit 1, Item 1c.



**WATER  
MANAGEMENT  
DISTRICT**

Henry Dean, Executive Director  
John R. Wohle, Assistant Executive Director

POST OFFICE BOX 1429

PALATKA, FLORIDA 32178-142

TELEPHONE 904-329-4500  
TDD 904-329-4450

SUNCOM 904-880-4500  
TDD SUNCOM 880-4450

FAX (Executive) 329-4125

(Legal) 329-4485

(Permitting) 329-4315

(Administration/Finance) 329-4125

618 E. South Street  
Orlando, Florida 32801  
407-897-4300  
TDD 407-897-5960

7775 Baymeadows Way  
Suite 102  
Jacksonville, Florida 32256  
904-730-6270  
TDD 904-448-7900

SERVICE CENTERS

PERMITTING:  
305 East Drive  
Melbourne, Florida 32904  
407-884-4940  
TDD 407-722-5368

OPERATIONS:  
2133 N. Wickham Road  
Melbourne, Florida 32935-81  
407-752-3100  
TDD 407-752-3102

October 04, 1999

Tangerine Water Company Inc

PO Box 304  
Tangerine FL 32777

SUBJECT: Consumptive Use Permit # 51073

Enclosed is your permit and the forms necessary for submitting information to comply with conditions of the permit as authorized by the St. Johns River Water Management District on September 30, 1999.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state, and/or local agencies asserting concurrent jurisdiction over this work.

The enclosed permit is a legal document and should be kept with your other important records. Please read the permit and conditions carefully since the referenced conditions may require submittal of additional information. All information submitted as compliance with permit conditions must be submitted to the nearest District Service Center and should include the above referenced permit number.

Please be advised that the period of time within which a third party may request an administrative hearing on this permit may not have expired by the date of issuance. A potential petitioner has twenty-six (26) days from the date on which the actual notice is deposited in the mail, or twenty-one (21) days from publication of this notice when actual notice is not provided, within which to file a petition for an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes. Receipt of such a petition by the District may result in this permit becoming null and void.

Dan Roach, CHAIRMAN  
FERNANDINA BEACH

Duane Ottenstroer, TREASURER  
SWITZERLAND

Otis Mason, SECRETARY  
ST. AUGUSTINE

William Kerr  
MELBOURNE BEACH

Jeff K. Jennings  
MAITLAND

William M. Segal  
MAITLAND

Ometrias D. Long  
APOPKA

Clay Albright  
EAST LAKE WEIR

Reid Hughes  
DAYTONA BEACH

51073

If you have any questions concerning your permit compliance information, the attached forms, or well tags, contact James J Hollingshead (Hydrologist IV) at (407)897-4305.

Sincerely,



Gloria Lewis, Director  
Division of Permit Data Services

Enclosures:

- Permit
- Conditions for Issuance
- Compliance Forms
- Map
- Well Tags
- Notice of Rights

cc: District Permit File

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
PERMIT NUMBER: 51073      DATE ISSUED : September 30, 1999  
PROJECT NAME: Tangerine Park

**AUTHORIZATION:**

Use of 48.388 million gallons per year of ground water from the Floridan aquifer system for public supply type uses to serve an estimated population of 843 people in 2009.

**LOCATION:**

SITE: Tangerine Park  
Orange County  
Section 4, Township 20S, Range 27E and Section 5, Township 20S,  
Range 27E and Section 6, Township 20S, Range 27E and Section 7, Township  
20S, Range 27E and Section 8, Township 20S, Range 27E and Section 9,  
Township 20S, Range 27E

**ISSUED TO:**

Tangerine Water Company Inc

PO Box 304  
Tangerine FL 32777

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified, or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes and 40C-1 Florida Administrative Code.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated September 30, 1999

AUTHORIZED BY: St. Johns River Water Management District



Dwight T. Jenkins, Esq., P.G.  
Director, Division of Water Use Regulation  
Department of Resource Management

"Exhibit A"

CONDITIONS FOR ISSUANCE OF PERMIT # 51073

Tangerine Park  
Tangerine Water Company Inc

September 30, 1999

- 1 .  
District Authorized staff, upon proper identification, will have permission to enter, inspect and observe permitted and related facilities in order to determine compliance with the approved plans, specifications and conditions of this permit.
- 2 .  
Nothing in this permit should be construed to limit the authority of the St. Johns River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, or to formulate a plan for implementation during periods of water shortage, pursuant to Section 373.246, Florida Statutes. In the event a water shortage, is declared by the District Governing Board, the permittee must adhere to the water shortage restriction as specified by the District, even though the specified water shortage restrictions may be inconsistent with the terms and conditions of this permit.
- 3 .  
Prior to the construction, modification, or abandonment of a well, the permittee must obtain a Water Well Construction Permit from the St. Johns River Water Management District, or the appropriate local government pursuant to Chapter 40C-3, Florida Administrative Code. Construction, modification, or abandonment of a well will require modification of the consumptive use permit when such construction, modification or abandonment is other than that specified and described on the consumptive use permit application form.
- 4 .  
Leaking or inoperative well casings, valves, or controls must be repaired or replaced as required to eliminate the leak or make the system fully operational.
- 5 .  
Legal uses of water existing at the time of the permit application may not be interfered with by the consumptive use. If unanticipated interference occurs, the District may revoke the permit in whole or in part to curtail or abate the interference unless the permittee mitigates for the interference. In those cases where other permit holders are identified by the District as also contributing to the interference, the permittee may choose to mitigate in a cooperative effort with these other permittees. The permittee must submit a mitigation plan to the District for approval prior to implementing such mitigation.
- 6 .  
Off-site land uses existing at the time of permit application may not be significantly adversely impacted as a result of the consumptive use. If unanticipated significant adverse impacts occur, the District shall revoke the permit in whole or in part to curtail or abate the adverse impacts, unless the impacts can be mitigated by the

permittee.

7.

The District must be notified, in writing, within 30 days of any sale, conveyance, or other transfer of a well or facility from which the permitted consumptive use is made or within 30 days of any transfer of ownership or control of the real property at which the permitted consumptive use is located. All transfers of ownership or transfers of permits are subject to the provisions of section 40C-1.612, Florida Administrative Code.

8.

A District-issued identification tag shall be prominently displayed at each withdrawal site by permanently affixing such tag to the pump, headgate, valve or other withdrawal facility as provided by Section 40C-2.401, Florida Administrative Code. Permittee shall notify the District in the event that a replacement tag is needed.

9.

If the permittee does not serve a new projected demand located within the service area upon which the annual allocation was calculated, the annual allocation will be subject to modification.

10.

The permittee must ensure that all service connections are metered.

11.

Landscape irrigation is prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as follows:

(a) Irrigation using a micro-irrigation system is allowed anytime.

(b) The use of reclaimed water for irrigation is allowed anytime, provided appropriate signs are placed on the property to inform the general public and District enforcement personnel of such use. Such signs must be in accordance with local restrictions.

(c) Irrigation of, or in preparation for planting, new landscape is allowed any time of day for one 30 day period provided irrigation is limited to the amount necessary for plant establishment.

(d) Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides when required by law, the manufacturer, or best management practices is allowed anytime within 24 hours of application.

(e) Irrigation systems may be operated anytime for maintenance and repair purposes not to exceed ten minutes per hour per zone.

12.

All submittals made to demonstrate compliance with this permit must include the permit number 51073 plainly labeled.

(Tangerine Park)

13.

This permit will expire on September 30, 2009.

(Tangerine Park)

14.

The maximum annual withdrawals for all wells within the site Tangerine Park must not exceed 48.388 million gallons.

(Tangerine Park)



15 .

Maximum annual withdrawal from the Floridan Aquifer for household type uses must not exceed:

388 million gallons from 1999 to 2009  
(Tangerine Park)

16 .

Legal uses of water existing at the time of the permit application may not be interfered with by the consumptive use. If unanticipated interference occurs, the District may revoke the permit in whole or in part to curtail or abate the interference unless the permittee mitigates for the interference. In those cases where other permit holders are identified by the District as also contributing to the interference, the permittee may choose to mitigate in a cooperative effort with these other permittees. The permittee must submit a mitigation plan to the District for approval prior to implementing such mitigation.

(Tangerine Park)

17 .

The lowest quality water source, such as reclaimed water and surface/storm water, must be used as irrigation water when deemed feasible pursuant to District rules and applicable state law.

(Tangerine Park)

18 .

The common discharge point from Well no's A and B as listed on the application is equipped with a totalizing flow meter. This meter must maintain 95% accuracy, be verifiable and be installed according to the manufacturer's specifications.

(Tangerine Park)

19 .

The total withdrawal from well numbers A and B, as listed on the application must be recorded continuously, totaled monthly, and reported to the District at least every six months from the initiation of the monitoring using Form No. EN-50. The reporting dates each year will be as follows for the duration of the permit:

Reporting Period	Report Due Date
January - June	July 31
July - December	January 31

(Tangerine Park)

20 .

The permittee must maintain all flow meters. In case of failure or breakdown of any meter, the District must be notified in writing within 5 days of its discovery. A defective meter must be repaired or replaced within 30 days of its discovery.

(Tangerine Park)

21 .

The permittee must have the flow meter checked for accuracy at least once every 3 years within 30 days of the anniversary date of permit issuance, and recalibrated if the difference between the actual flow and the meter reading is greater than 5%. District Form No. EN-51 must be submitted to the District within 10 days of the inspection/calibration.

(Tangerine Park)

NOTICE OF RIGHTS  
51073

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Section 120.569 and 120.573, Florida Statutes, and rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. Pursuant to District Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka, Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) within within (26) days of the District depositing notice of District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to District Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at the address described above within twenty-six days of the District depositing notice of final District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of its final agency action (for those persons to whom the District does not mail actual notice). Such a petition must comply with Rule Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Sections 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301.111, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon delivery of the petition to the District Clerk at the District headquarters in Palatka, Florida.
6. Failure to file a petition for an administrative hearing, within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Section 28-106.111, Florida Administrative Code)

7.  
The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code, and Section 40C-1.1007 Florida Administrative Code.
8.  
An applicant with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of his property, has the right to, within 30 days of receipt of notice of the District's written decision regarding a permit application, apply for a special master proceeding under Section 70.51, Florida Statutes, by filing a written request for relief at the office of the District Clerk located at District headquarters, P.O. Box 1429, Palatka, Florida 32178-1429 (4049 Reid St., Palatka, FL 32177). A request for relief must contain the information listed in Subsection 70.51(6), Florida Statutes.
9.  
A timely filed request for relief under Section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph no. 1 or 2 above (Paragraph 70.51(10)(b), Florida Statutes). However, the filing of a request for an administrative hearing under paragraph no. 1 or 2 above waives the right to a special master proceeding (Subsection 70.51(10)(b), Florida Statutes).
10.  
Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special master proceeding (Subsection 70.51(3), Florida Statutes).
11.  
Any substantially affected person who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of the rendering of the final District action (Section 373.617, Florida Statutes).
12.  
Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeals by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
13.  
A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
14.  
For appeals to the District Court of Appeals, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
15.  
Failure to observe the relevant time frames for filing a petition for judicial reviews described in paragraphs #11 and #12, or for Commission review as described in paragraph #13,

will result in waiver of that right to review.

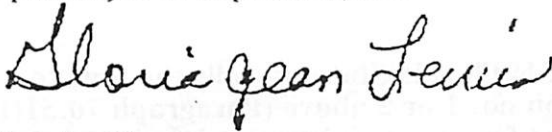
### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

51073  
Tangerine Water Company Inc

PO Box 304  
Tangerine FL 32777

at 4:00 pm this <sup>08</sup>30 of ~~September~~ <sup>October</sup>, 1999



Gloria Lewis, Director  
Division of Permit Data Services

St. Johns River Water Management District  
Post Office Box 1429  
Palatka, FL 32178-1429  
(904) 329-4152



36204



St. Johns River Water Management District  
P. O. Box 1429  
Palatka, Florida 32178-1429

**WATER USE RECORD**

**FORM EN - 5C**

CUP# 51073

PERMIT ISSUE DATE 30-sep-1999

DISTRICT ID

OWNERS ID

PERMITTEE Tangerine Water Company Inc

PROJECT Tangerine Park

WELL NAME A

PUMP NAME

COMPLETE THE FORM BY PRINTING EACH "NUMBER" WITHOUT TOUCHING THE SIDES OF THE BOX

0 1 2 3 4 5 6 7 8 9

**Step 1. MARK ALL THAT APPLY**

- NO USE THIS PERIOD
- WELL CAPPED
- WELL ABANDONED (40C-3, FAC)
- PROPERTY SOLD

COMMENTS: (PLEASE PRINT): \_\_\_\_\_

**Step 2. REPORT MONTHLY WATER USE BELOW. RECORD EITHER FLOW METER READINGS OR GALLONS USED (NOT BOTH).**

**GALLONS**

**OR METER READINGS**

JUL 99																			
AUG 99																			
SEP 99																			
OCT 99																			
NOV 99																			
DEC 99																			

**Step 3. CONTACT NAME** \_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_



FLOW METER WATER CALIBRATION RECORD

EN-51

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

P.O. BOX 1429

PALATKA, FLORIDA 32178-1429

CONSUMPTIVE USE PERMIT NUMBER: 51073

PERMITTEE NAME: Tangerine Water Company Inc

DATE OF PERMIT ISSUANCE: September 30, 1999 WELL NAME: A

PUMP CAPACITY: 250.00 GPM

SERIAL NUMBER ON METER: \_\_\_\_\_

METER MODEL: \_\_\_\_\_

DISCHARGE PIPE DIAMETER: \_\_\_\_\_

DATE OF LAST METER CALIBRATION \_\_\_\_/\_\_\_\_/\_\_\_\_

DATE OF THIS CALIBRATION \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME OF PERSON PERFORMING CALIBRATION: \_\_\_\_\_

METHOD OR EQUIPMENT USED FOR CALIBRATION: \_\_\_\_\_

INITIAL METER READING AT START OF CALIBRATION: \_\_\_\_\_

FINAL METER READING AT END OF CALIBRATION: \_\_\_\_\_

READINGS ON EQUIPMENT USED FOR CALIBRATION:

START: \_\_\_\_\_ END: \_\_\_\_\_

(ATTACH FORMULAS USED TO MAKE CALCULATIONS)

PERCENT OF ERROR BETWEEN METER READING AND CALIBRATION EQUIPMENT: \_\_\_\_\_%

NAME OF PERSON COMPLETING FORM (PLEASE PRINT): \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

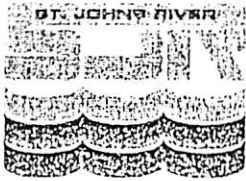
CITY, STATE, ZIP: \_\_\_\_\_

DAYTIME TELEPHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

PLEASE RETAIN A COPY FOR YOUR RECORDS

S. J. H. M. D.  
TANGERINE WATER COMPANY, INC.  
11075 50 SEP 2009  
FLORIDA AQUIFER  
HOUSEHOLD  
TANGERINE PARK  
TANGERINE PARK  
A  
6.00 INCHES

S. J. H. M. D.  
TANGERINE WATER COMPANY, INC.  
11075 50 SEP 2009  
FLORIDA AQUIFER  
HOUSEHOLD  
TANGERINE PARK  
TANGERINE PARK  
B  
6.00 INCHES



**WATER  
MANAGEMENT  
DISTRICT**

POST OFFICE BOX 1429 PALATKA, FLORIDA 32178-1429  
TELEPHONE 904-329-4500 SUNCOM 904-860-4500  
TDD 904-329-4450 TDD SUNCOM 860-4450  
FAX (Executive) 329-4125 (Legal) 329-4485 (Permitting) 329-4315 (Administration/Finance) 329-4508  
(Planning and Acquisition) 329-4848

SERVICE CENTERS			
518 E. South Street Orlando, Florida 32801 407-897-4300 TDD 407-897-5960	7775 Baymeadows Way Suite 102 Jacksonville, Florida 32256 904-730-6270 TDD 904-448-7900	PERMITTING: 305 East Drive Melbourne, Florida 32904 407-984-4940 TDD 407-722-5368	OPERATIONS: 2133 N. Wickham Road Melbourne, Florida 32935-8199 407-752-3100 TDD 407-752-3102

March 16, 1999

CERTIFIED NO. Z 315 270 283

Mr. Gene Henderson  
Tangerine Water Company, Inc.  
5700 Block Huron Street  
Tangerine, FL 32777

Re: Consumptive Use Permit Application No. 51703  
Tangerine Public Supply, Orange County  
Request for Additional Information  
(Please reference the above number on any submittal)

Dear Mr. Henderson:

The St. Johns River Water Management District received your application for renewal of the above referenced Consumptive Use Permit (CUP) on February 16, 1999. However, additional information is required to complete the application so that we can recommend appropriate action to the District's Governing Board.

The information requested below is required by District Rule 40C-2.101, Florida Administrative Code, and in section 4.3.1 of the Consumptive Use Applicant's Handbook (A.H.). To expedite the review of this permit application, please include the District's permit application number on all correspondence and submit two (2) copies of all requested information to James Hollingshead at the address for the Orlando Service Center as noted above.

The following additional information is requested:

1. Please provide copies of Monthly Operating Reports (MORs) for the water treatment facility for at least the last three years. [Paragraphs 10.2 (a)(b)(d)(h)(i)(k) and 10.3 (a)(b)(d)(e)A.H.]
2. A multiplier of 3.5 people/household is unusually high for communities in this area. A study of average household sizes in Orange County shows a multiplier of 2.6 people/household as being more representative. If the Utility feels that the higher multiplier is more representative of this community, please provide justification to support its use (e.g.) a census of service area or school board student population estimates for the district) or modify your population estimates using a multiplier of 2.6 people/household. [Paragraph 10.2(a)(b)(h)(i); 10.3(a)(b), A.H.]
3. In order to meet the water conservation requirements of the District, an applicant must complete an audit of the amount of water used in the applicant's production and treatment facilities, transmission lines, and distribution system. It was indicated in application that the Florida Rural Water Association had completed an audit of the system on 12/13/98. Please

Dan Roach, CHAIRMAN  
FERNANDINA BEACH

Kathy Chioy, VICE CHAIRMAN  
PONTE VEDRA

James T. Swann, TREASURER  
COCOA

Olis Mason, SECRETARY  
ST. AUGUSTINE

William M. Segal  
MAITLAND

Griffin A. Greene  
VERO BEACH

James H. Williams  
OCALA

Patricia T. Harden  
SANFORD

Reid Hughes  
DAYTONA BEACH



Mr. Gene Henderson

March 16, 1999

Page 2

provide a copy of the audit completed by the Florida Rural Water Association. the system for the time period from March, 1998 to March, 1999. Based on the results of the water audit, a leak detection survey and/or a meter replacement survey may be required. [Paragraphs 10.2 (a)(b)(d)(h)(i)(k)(l) and 10.3(a)(b)(d)(c)A.H.]

4. Please describe the customer and employee water conservation education activities completed by the applicant in the past year. [Paragraphs 10.2 (a)(i)(k)(l) and 10.3(a)(b)(d)(e)A.H.]
5. The applicant must submit a written proposal and implement a water conservation promoting rate structure, unless the applicant demonstrates that the cost of implementing such a rate structure is not justified because it will have little or no effect on reducing water use . [Paragraph 12.2.5 (f); 10.2 (a)(b)(h)(i); 10.3(a)(b)(e). A.H]

To help expedite the review of your application, please submit the requested information. In accordance with Subsection 120.57, Florida Statutes, if you desire to dispute the necessity for any additional information requested in this letter, you may do so at a regularly scheduled meeting of the Governing Board. You should submit a written request to present evidence regarding such a dispute at least 21 days prior to the Board meeting at which you plan to present evidence.

Pursuant to District rules, any application which has not been technically and administratively completed within 90 days from the date you receive a Request For Additional Information must be forwarded to the Governing Board with a recommendation for denial based upon an incomplete application unless the applicant requests addition time to respond. If you require more than 90 days to respond, one 90-day extension may be granted based on an evaluation of your specific circumstances. To request such an extension, please write me stating the reason for the extenuation and we will let you know if we can grant such an extension.

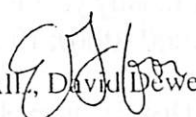
If you have any questions regarding this letter, or the application, please do not hesitate to contact me at (407) 897-4305.

Sincerely,



James Hollingshead, P.G.  
Hydrologist, Division of Water Use Regulation  
Department of Resource Management

JH:mb

cc: PDS/RAIL, , David Dewey, Dwight Jenkins

1522

TANGERINE WATER COMPANY, INC.  
P. O. Box 304  
Tangerine , Florida 32777

April 27, 1999

SJR Water Management District  
Orlando Service Center  
618 E. South Street  
Orlando, FL 32801

Ref CUP Application 51703

Dear Mr. Hollingshead:

Reference your letter of 3/16/99 requesting additional information in five areas within 90 days for our application for renewal of the above cited Consumptive Use Permit (CUP).

We are forwarding the reply to your letter at this time so you will have time to study the data before the PSC customer hearings on our requested rate increase to be held on May 5th.

We are pleased to hear that you will be attending these customer hearings in Tangerine to help stress the need for water conservation to our customers.

Please note a correct mailing address for future correspondence as follows:

Tangerine Water Company  
c/o Dennis Kellenberger  
P. O. Box 304  
Tangerine, FL 32777

The additional information requested is addressed in the five enclosures attached. Each references your numbered paragraphs & two (2) copies of each reply are enclosed.

We are pleased that you visited our facility on 4/20 so you are familiar with our circumstances & operations. Should you need additional information or clarification on the enclosures, please us know.

Sincerely yours,

R. Gregory Hathaway  
President

Enclosures 1-5

ENCLOSURE 1

1. Monthly Operating Reports (MORs) for the facility for the last three years.

Answer: Water Treatment Plant Daily Operations Summary reports and DEP Drinking Water Treatment Plant Daily Operation Summary reports for the three (3) year period January 1996 through December 1998 are attached.

See attachment

FORMS ON FILE  
AT THE PLANT

ENCLOSURE 2

2. A multiplier of 3.5 people/household is unusually high for communities in this area. A study of average household sizes in Orange County shows a multiplier of 2.6 people/household as being more representative. - - Please provide justification to support the use of the higher multiplier or modify your population estimates using a multiplier of 2.6 people/household.

Answer: It is our understanding that DEP established the 3.5 people/household for this small community water company. Attached is a Multiplier Worksheet which compares the population served using the DEP 3.5 figure vs the SJR Orange County figure of 2.6 people/household. You will note the totals are nearly comparable with 228 meters x 3.5 people/household equalling 798 vs the method using a rate code by type of dwelling, excluding commercial accounts, times the 2.6 factor for a total population of 790. The figures are nearly comparable because two of the meters serve a trailer park with up to 51 individual trailers occupied all or part of the year.

The Tangerine Water Company prefers to continue using the 3.5 people/household figure for comparability with other reports & not have to remember two different multipliers.

See attachment

TANGERINE WATER COMPANY, INC.  
 Consumptive Use Permit #51703  
 Multiplier Worksheet

Column A	Column B	Column C	Column D	Column E	Column F
Rate Code	Description	Number of Units Served By Meter	Number of Meters in Rate Code	Column C x Column D	Column E x 2.6 People/ Household
1	Single Family Dwelling	1	206	206	535.6
2	Inactive Accounts	0	9	0	0
3	Commercial - 5/8" Meter	1	2	2	5.2
4	Multiple Family Dwelling	2	11	22	57.2
5	Multiple Family Dwelling*	26	1	26	67.6
6	Multiple Family Dwelling*	25	1	25	65
7	Multiple Family Dwelling	3	2	6	15.6
8	Single Family Dwelling - 1" Meter	1	5	5	13
9	Multiple Family Dwelling	6	1	6	15.6
10	Multiple Family Dwelling	4	2	8	20.8
11	Commercial - 1" Meter	1	1	1	2.6
12	Meter Off	0	4	0	0
13	Commercial - Tax Exempts	1	4	4	10.4
Subtotals				311	808.6
Less Commerical Accounts				7	18.2
Totals				304	790.4

Alternative Calculation Used in Application:

228 Meters x 3.5 People/Household	=	798
-----------------------------------	---	-----

\*Meters servicing rate codes 5 and 6 are for a mobile home park. 2.6 people/unit would be a high multiplier for these two meters. However, demographics in the area would most likely show a higher number of children per household.

Enclosure 3

3. In order to meet water conservation requirements of the District, an applicant must complete an audit of water used in the applicant's production & treatment facilities, transmission lines & distribution system. It was indicated in application that the FRWA had completed an audit of the system on 12/13/98. Please provide a copy of the audit completed by the Florida Rural Water Assn. - - Based on the results of the water audit, a leak detection survey &/or a meter replacement survey may be required.

Answer: Members of the Florida Rural Water Assn. spent two days surveying the TWC plant operations, checking the water distribution lines for leaks, sampled 16 residential homes for meter accuracy & instructed our personnel how to complete the Water Audit Summary report.

A copy of the FRWA 12/13/98 condition report is attached along with the Water Audit Worksheet results that the company compiled.

The Tangerine Water Company (TWC) is pleased that no major leaks were discovered in our distribution system. Leaks are always a periodic problem, especially in water lines extending through undeveloped fields or locations. Converting from a quarterly to a monthly or semi-monthly meter reading/billing should result in earlier detection of water leaks. In addition a periodic walking of the outlying water lines will be instituted to attempt to earlier eliminate major leaks like the ones on 2/22/98 in the field behind Creasy's old gas station or the gate valve rupture dated 10/3 at the edge of US 441 access which gradually enlarged with an unknown amount of water loss (see leak enclosure to FRWA Water Audit Worksheet).

This brass valve will be on display at the PSC customer meeting on May 5th to demonstrate to customers the potential loss of water through leaks and their need to report any leak as soon as possible.

The TWC has had a meter replacement program in effect since 1985 that normally took place during questionable quarterly reading of meters. The FRWA Residential Meter Tests revealing an average of 14.7% faulty or stuck meters indicated a need for a more aggressive meter testing program. Converting to monthly or semi-monthly meter reading will result in earlier detection of faulty meters. It is further planned to test accuracy of more meters because normally a faulty meter reads lower than actual consumption thus a loss of revenue for the water company. About 45 meters were replaced in 1998 and that is a higher than desired percentage (19.7%) considering the company only had about 228 meters in use by end 1998. We can only speculate as to the cause.

See attachment

# FLORIDA RURAL WATER ASSOCIATION

1391 TIMBERLANE ROAD • SUITE 104 • TALLAHASSEE, FL 32312-1719  
(904) 668-2746

## BOARD of DIRECTORS

ED HOBIN,  
Brooksville  
President

DARRELL POLK  
Boca Grande  
Vice-President

MICHAEL MCKINNEY  
Perry  
Secretary/Treasurer

PAUL BRAYTON  
Harbour Heights  
National Director

WILLIAM G. GRUBBS  
Quincy

DAVID HANNA  
Umatilla

BRUCE MORRISON  
Destin

EXECUTIVE  
DIRECTOR

GARY WILLIAMS  
Tallahassee

December 13, 1998

Tangerine Water Co., Inc.  
Mr. Robert Cardinel  
P.O. Box 304  
Tangerine, Florida 32777

Dear Mr. Cardinel:

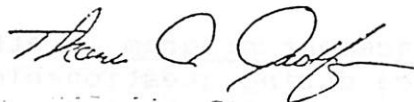
Enclosed please find the meter test sheet for the residential water meters for Tangerine Water Co. Inc. There were 16 homes tested with two of the homes having stuck meters. This gave a correction factor for your purchased water of 14.7%. I would recommend doing a visual inspection of the older meters to replace any other stuck meters that you may find.

The leak detection performed did not uncover any leaks. I would research back and look for any past leaks, flushing, or known unmetered water use to help with getting the unaccounted for water down.

I would also recommend changing the installation of the master meter at the water plant. To be correctly installed the meter should have at least ten times the diameter of the pipe of a straight run before it.

If you have any further questions or require assistance please do not hesitate to call.

Sincerely,



Thomas A. Gustafson  
State Circuit Rider



Attachment

Tangerine Water Company  
Residential Meter Tests

Address	Meter	Test	Percent
7385 Earlwood Avenue	4.9	5.0	98
7136 Earlwood Avenue	5.0	5.0	100
5433 Kelly Road	5.0	5.0	100
5715 Oak Street	Stuck	5.0	0
5550 Huron Street	5.0	5.0	100
7255 Earlwood Avenue	4.0	5.0	80
7174 Scott Avenue	5.0	5.0	100
9 Scott Avenue	4.8	5.0	96
7144 Wachusett Street	5.0	5.0	100
5529 Lake Street	Stuck	0	0
5735 Oak Street	4.95	5.0	99
7058 Earlwood	4.95	5.0	99
5725 Oak Street	5.05	5.0	101
5710 Pine Street	4.9	5.0	98
7138 Wachusett Street	43.8	5.0	96
7239 Dudley	4.9	5.0	98

Meter Test Average - 85.3%



# Florida Rural Water Association

2970 Wellington Circle West, Suite 101  
Tallahassee, Florida 32308

## WATER AUDIT WORKSHEET

Name of Water System: Tangerine Water Company, Inc.

Water Use Permit #: 348-1329 Report Date: 1/4/99

Audit Period (e.g., Jan 98-Dec 98): Jan '98 - Dec '98

Permitting Office: \_\_\_\_\_

### WATER AUDIT SUMMARY

Unit of Measure Used to Complete Worksheet: 1,000 Gallons  
(Gallons, 1000s Cubic Feet, etc.)

NOTE: COMPLETE WORKSHEET PAGES 2 AND 3 BEFORE COMPLETING THE REST OF THIS PAGE.

<u>LINE</u>	<u>ITEM</u>	<u>QUANTITY</u>
1.	TOTAL WATER SUPPLY: (From Line 5c, Page 2)	<u>56,930</u>
2.	TOTAL CONSUMPTION: (From Line 8, - Page 3)	<u>53,960</u>
3.	TOTAL UNACCOUNTED-FOR WATER: (Subtract Line 2 from Line 1)	<u>2,970</u>
4.	PERCENTAGE OF UNACCOUNTED-FOR WATER: (Divide Line 3 by Line 1 and Convert to %)	<u>5.2</u> %

IF UNACCOUNTED-FOR WATER EXCEEDS <sup>10%</sup>~~12%~~, THEN A PLAN AND SCHEDULE OF REMEDIAL ACTIONS MUST IMPLEMENTED.

WATER AUDIT WORKSHEET

ADJUSTMENTS FOR SOURCE (PRODUCTION) METER INACCURACY:

<u>LINE</u>	<u>ITEM</u>	<u>QUANTITY</u>
5.	<u>Source Meter (Production) Accuracy Adjustments:</u>	
	a. Uncorrected Total Water Supply:	55,272
	b. Corrections to Total Water Supply: (Indicate + or -, Attach Test Data for Each Meter Tested) 3% est/Rural Water Assn	+1,658
	c. Corrected Total Water Supply: (Enter on Line 1, Page 1)	56,930

ADJUSTMENTS FOR SERVICE (CONSUMPTION) METER INACCURACY:

6.	<u>Service Meter (Consumption) Accuracy Adjustments:</u>	
	a. Uncorrected Total Metered Consumption:	43,127
	b. Accuracy Rate Based on Random Testing: (Attach Test Data for Each Meter Tested)	85.3 %
	c. Percentage of Consumption Adjustment:	14.7 %
	d. Adjustment for Service Meter Inaccuracy:	6,340
	e. Corrected Total Metered Consumption:	49,467

Units of measurement must be consistent throughout worksheet.

WATER AUDIT WORKSHEET

CORRECTIONS TO TOTAL WATER CONSUMPTION:

<u>LINE</u>	<u>ITEM</u>	<u>QUANTITY</u>
7.	<u>Authorized Unmetered Water Uses:</u> (Submit calculations and frequency, i.e., schedule of use, for each category used.)	
	a. Fire Fighting, Testing, and Training:	30
	b. Main Flushing:	250
	c. Storm Drain Flushing:	
	d. Sewer Flushing:	
	e. Street Cleaning:	
	f. Bulk Water Sales:	
	g. Tank Drainage:	
	h. Public Area Irrigation/Sanitary Use: ** (Parks, Golf Courses, Cemeteries, Highway Medians, Playgrounds, etc.)	
	i. Water Plant Uses: (chemical mix, filter wash, etc.)	6
	j. Repaired Distribution System Leaks:	2,630 *
	* Excludes major leak in 2" valve as described. See 10/3.	
	k. Other Unmetered Uses (Specify):	1,577
	z. Total Authorized <u>Unmetered</u> Uses: (add Lines 7a through 7k)	4,493
8.	<u>Total (Adjusted) Consumption:</u> (Add Lines 6e & 7z; Enter on Line 2, Page 1)	53,960

\* Units of measurement must be consistent throughout worksheet.

\*\* Bulk sale points and public areas should be metered for water accounting purposes.

Enclosure 4

4. Please describe the customer & employee water conservation education activities completed by the applicant in the past year.

- Answer: Our part-time employees are always striving to reduce water loss through leaks or faulty meters & will do more in the future. There are a number of new & more professional employees aboard that are conscious of the need for water conservation.

As far as customer education is concerned, very little has been done except a recent water restriction policy that was instituted on 4/13/99 & based on the article appearing in the 4/12/99 Orlando Sentinel (Copies attached).

As regards the 9 elements available in a customer & employee water conservation education program (page 12-7/8 of the CUP Handbook, revised 4/14/99) the following appear feasible & affordable to the company at this time;

# 5. Provide/Sponsor water conservation speakers to local schools & community organizations.

There are no schools in rural Tangerine, but two local organizations might be a method of reaching the residents of Tangerine for speakers from your organization to preach the need for water conservation.

Tangerine Improvement Society (TIS). Meets twice a month, excluding summer months, for pot luck supper followed by guest speaker, entertainers or a business meeting. Membership totals about 135 of which only 50, or 37%, are customers of the TWC. The rest of the membership gets water from wells with a few living outside of Tangerine. The water company will suggest that TIS schedule a water conservation lecture to the TIS membership at a convenient date in the near future. Meetings take place at Johnston Hall, on Wright Avenue & next to the Tangerine Community Church. Contact at TIS would be:

Tangerine Improvement Society  
P.O. Box 1  
Tangerine, FL 32777

Ms Kristi Anthony, President  
(home) (352) 735-0130  
(work) (407) 332-5150,x21  
(fax) (407) 332-6996  
(Email) subwaycf@aol.com

Lake Ola Lakefront Homeowner's Assn., Inc (LOLHA). This is a voluntary membership organization of lakefront property owners plus some with lake access that totals 100 or more members with an interest in Lake Ola activities & conditions. It meets only as required and then in the TIS building on Wright Avenue, Tangerine. The advantage of addressing this group is that your speaker would be reaching

many homes that are in the TWC service area, but do not use our water. Only about 30 of the 100+ members use TWC water. Many of these lakefront homeowners draw water out of Lake Ola for lawn or grove watering purposes. Again we can try & interest the LOLHA leadership in contacting you to schedule a speaker on water conservation needs. Contacts at LOLHA & an address are:

Lake Ola Lakefront Homeowner's Assn, Inc.  
P.O. Box 343  
Tangerine, FL 32777-0343

Dr. Henry Richter  
President  
Address above  
(home) (352) 735-2621

David McDonald  
Treasurer  
7242 Lake Ola Drive  
Mt Dora, FL 32757  
(home) (352) 383-1591

# 7. Display water conservation posters & distribute literature. Mailing can be made to customers as we have done in the past such as the cross connection program and posters could be displayed at TIS, possibly nearby churches and the Tangerine PO lobby.

#9. Establish a water audit customer assistance program which addresses both indoor & outdoor water use.

See attachment

FILE

DATE: April 13, 1999  
FROM: Tangerine Water Company, Inc.  
TO: All Customers  
SUBJECT: Water Restrictions

These are the restrictions that go into effect today throughout our service area.

- No lawn watering or car washing between 10 a.m. and 6 p.m.
- Odd addresses may water lawns and wash cars on odd-numbered dates; even addresses may water lawns and wash cars on even-numbered dates

For example: If your address ends in an even number, you may wash your car or water your lawn between the hours of 6 p.m. and 10 a.m. on even dates only.

Customers are asked to report violations to (352) 383-3515.

File

Enclosure 5

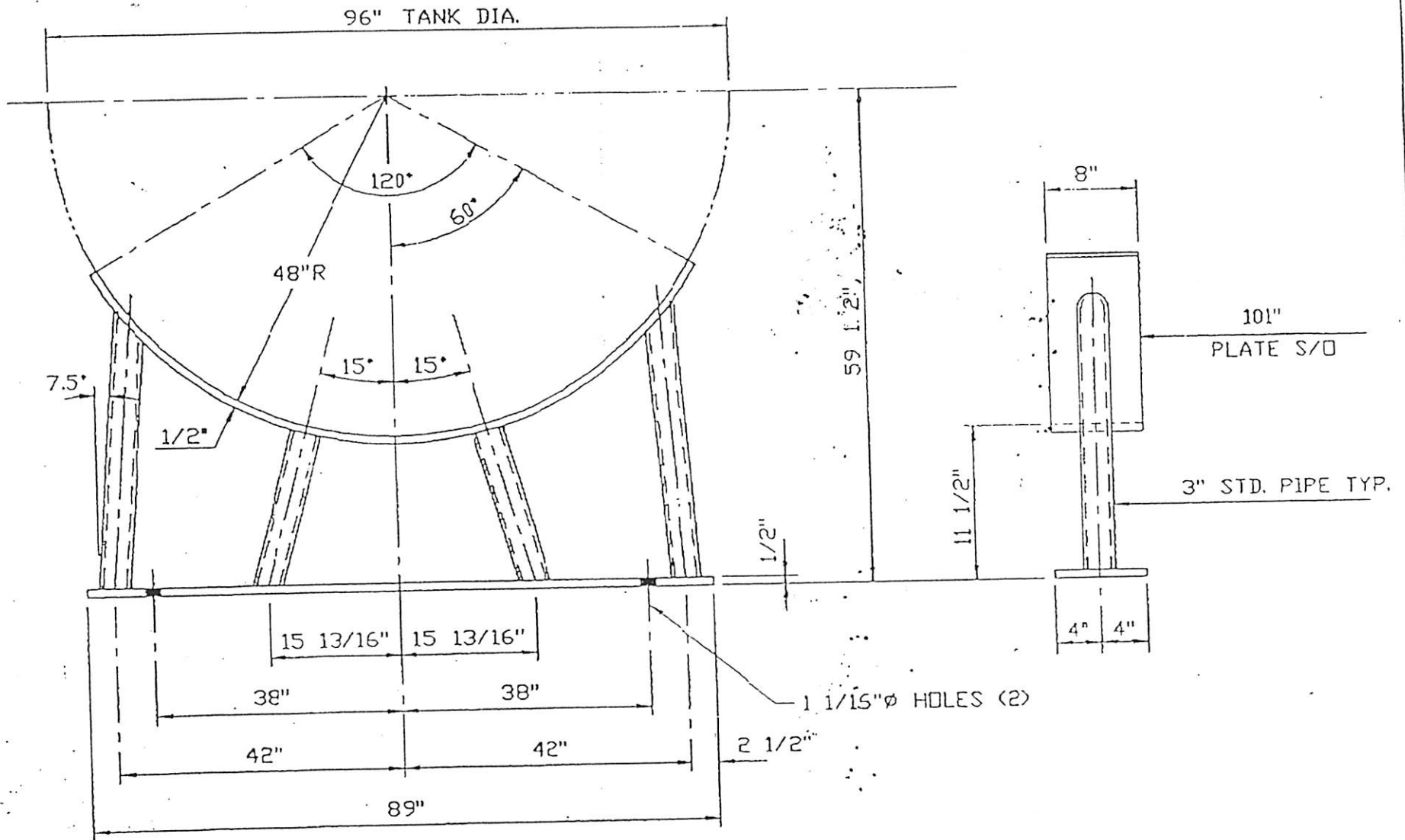
# 5. The applicant must submit a written proposal & implement a water conservation promoting rate structure.

Answer: As stated earlier the Tangerine Water Company (TWC) is currently undergoing a staff assisted rate increase request with the Florida PSC. After an extensive audit, the PSC staff is recommending a radical increase in our rate structure using what we believe you term an inclining block/water conservation rate which greatly increases cost of water for excessive use.

A copy of the PSC proposed rate increase that was mailed on 4/12/99 to all customers is attached. Note the error in the original copy on the gallonage charge where 0 - 30,000 gallons/month, should have read 0 - 10,000 gallons on page 3 of attachment.

The TWC believes the implementation of these new rates, when finalized, will greatly reduce water consumption due to the increase in costs to customers, especially to those doing outside watering.

See Attachment



MATERIAL: CARBON STEEL

modern welding company of florida, inc.

PIPE SADDLE - 96" Ø TANK

DWN. BY: AK

SCALE: NTS | REV. 0

DATE: 12/21/90

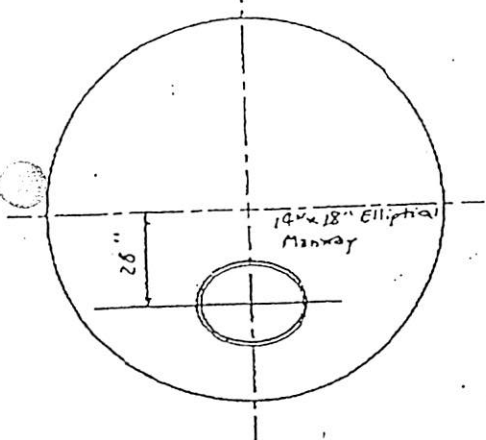
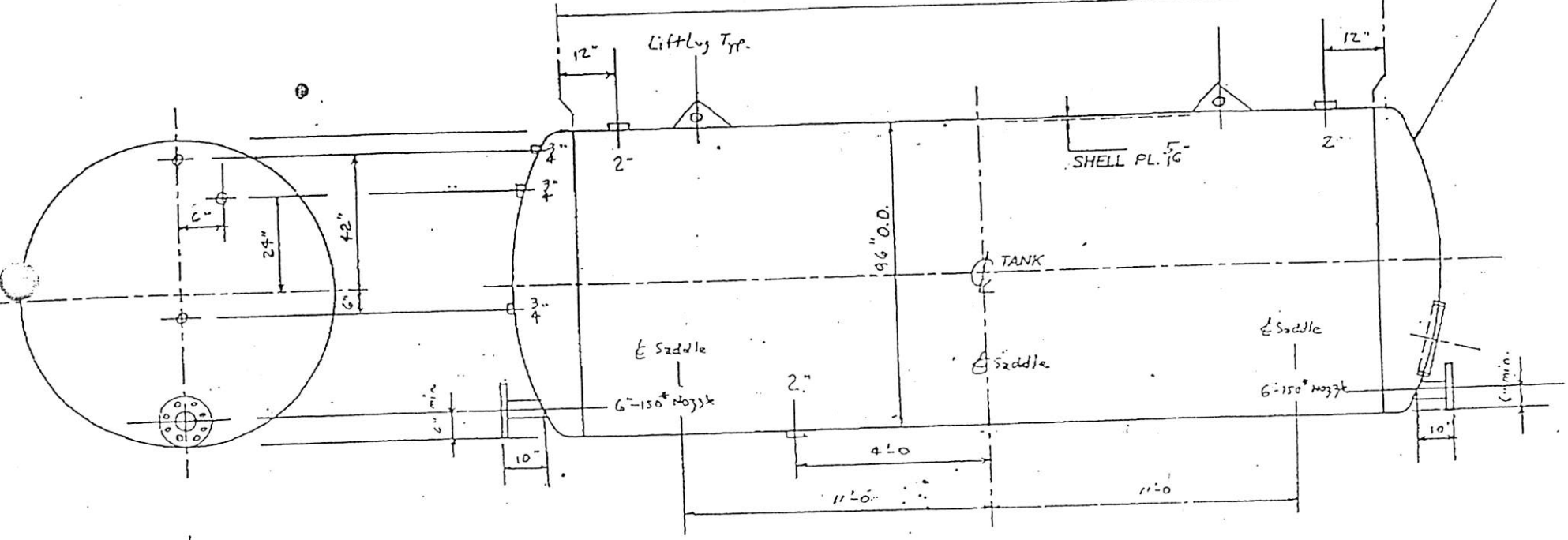
ST-6-132

JOB NO.



ASME F & D HEADS  
3/8" NOM. TH'CK

26'-0" STR. SHELL



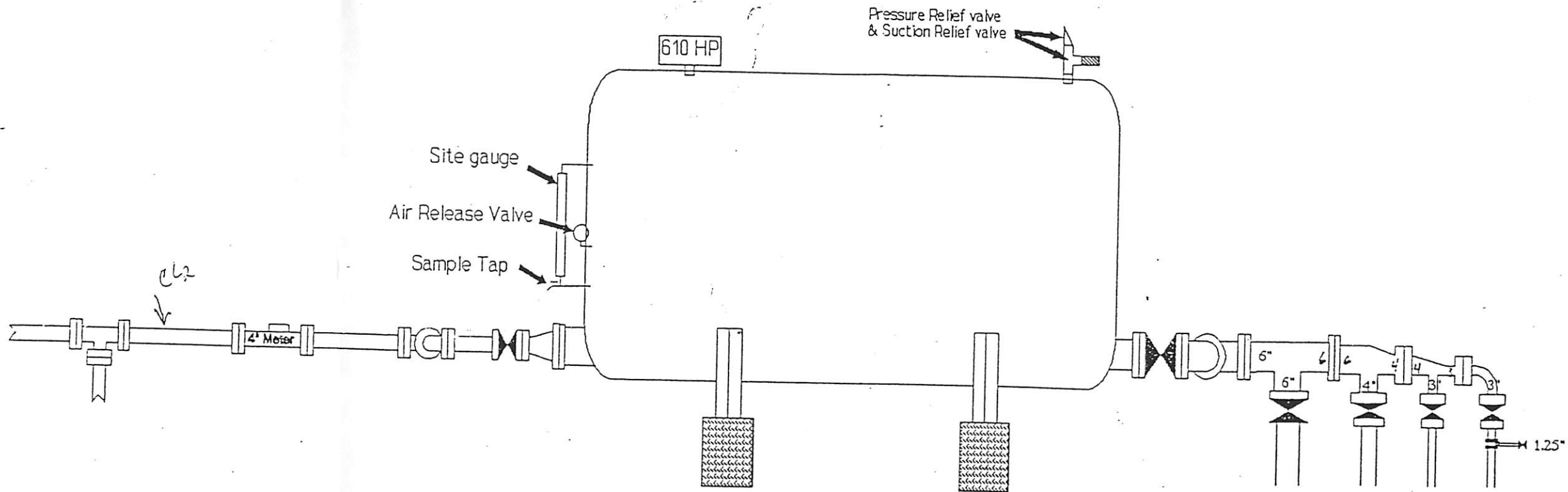
GENERAL NOTES:

1. CAPACITY 10,000 GALLONS.
2. BUTT WELDED CONSTRUCTION.
3. ALL COUPLINGS TO BE 3,000# PATED.
4. NON CODE HYDROPNEUMATIC TANK.
5. WORKING PRESSURE 100 PSI, TEST AT 150 PSI.
6. CLOSE OFF ALL OPENINGS PRIOR TO SHIPMENT.
7. SADDLE TO SHIP LOOSE.
8. See dwg. ST-6-132 for details of saddle construction.
- 9.
- 10.

ALL NOZZLE AND MANWAY BOLT HOLES TO STRADDLE NORMAL CENTERLINES OR THEIR PARALLELS, UNLESS NOTED OTHERWISE		
MAT'L: CARBON STEEL	BLAST EXT.: SSPC-SP	INT.: SP-10
PAINT EXT.: RED OXIDE PRIMER		
PAINT INT.: 2 Coats Valpar V-78 epoxy		
modern welding company of florida, inc. ORLANDO - FL / (407) 843 - 1270 / FAX: (407) 423 9187		
TAMPERWE WATER COMPANY 10,000 GALLON NON-CODE HYDROPNEUMATIC TANK - 100 PSI		
DWN. BY: AK	SCALE:	DATE:
APR. BY:	JOB No.:	SHEET 1 of 1
T-6-A1672 94		

NO.	REVISION	DATE

1-610 HP ONE 1-GROUND MOUNTED  
WITH AIR LINE TO BANK TANKS





# Department of Environmental Protection

Lawton Chiles  
Governor

Central District  
3319 Maguire Boulevard, Suite 232  
Orlando, Florida 32803-3767

Virginia B. Wetherell  
Secretary

Permittee:  
Tangerine Water Company, Inc.  
Post Office Box 304  
Tangerine, FL 32777

Permit Number: WC48-307662  
Date of Issue:  
Expiration Date: 07/31/98  
County: Orange  
Project: Tangerine Water Company

Attention: Steve Wiley, President

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

This project consists of replacing a previously-approved-but-now-collapsed 25,000-gallon hydropneumatic tank with a new 10,000-gallon hydropneumatic tank, including piping to connect the new tank with the existing water plant yard piping.

General Conditions are attached to be distributed to the permittee only.

DRILLER'S LOG

Character of Material	From	To
8---86 Surface Sand		
86-137 Blue Clay		
137-154 " " & Lime		
154-230 White Lime		
230-300 " "		
300-355 Yellow Lime		
355-405 Hard Brown Lime---Water at 400		
405-413 " " " Water stands at 95 ft.		

Schedule T  
Rates, Fees and Charges in Effect

1. Tariff pursuant to Commission Order #PSC 99-1399A-PAA-WU and cover letter dated September 8, 1999 (effective 9/1/99) attached.
2. Previous tariff with various effective dates is attached (copy was made by FPSC; Tangerine Water Company original copy is available for inspection).

STATE OF FLORIDA

Commissioners:  
JOE GARCIA, CHAIRMAN  
J. TERRY DEASON  
SUSAN F. CLARK  
JULIA L. JOHNSON  
E. LEON JACOBS, JR.



DIVISION OF WATER & WASTEWATER  
DANIEL M. HOPPE, DIRECTOR  
(850) 413-6900

## Public Service Commission

September 8, 1999

Ms. Connie Hurlburt, CPA, Treasurer  
Tangerine Water Company, Inc.  
P.O. Box 304  
Tangerine, Florida 32777

**Re: Staff Assisted Rate Case for Tangerine Water Company, Inc. in Orange County, Docket No. 981663-WU**

Dear Ms. Hurlburt:

Pursuant to Commission Order No. PSC-99-1399A-PAA-WU , issued on August 9, 1999, the following tariff sheets have been approved effective on September 1, 1999:

Water Tariff

First Revised Sheet No. 1.0  
First Revised Sheet No. 2.0  
First Revised Sheet No. 3.0  
Original Sheet No. 3.1  
First Revised Sheet No. 4.0  
First Revised Sheet No. 5.0  
Original Sheet No. 5.1  
First Revised Sheet No. 6.0  
Original Sheet No. 6.1  
First Revised Sheet No. 7.0  
First Revised Sheet No. 8.0  
First Revised Sheet No. 9.0  
First Revised Sheet No. 10.0  
First Revised Sheet No. 11.0  
First Revised Sheet No. 12.0  
First Revised Sheet No. 13.0  
Second Revised Sheet No. 14.0  
First Revised Sheet No. 15.0  
First Revised Sheet No. 16.0  
Fifth Revised Sheet No. 17.0

Ms. Connie Hurlburt, CPA, Treasurer

Page 2

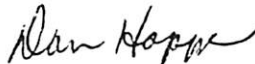
September 6, 1999

Water Tariff (cont'd)

Fifth Revised Sheet No. 18.0  
Fourth Revised Sheet No. 18.1  
Third Revised Sheet No. 18.2  
First Revised Sheet No. 19.0  
Second Revised Sheet No. 20.0  
Original Sheet No. 20.1  
First Revised Sheet No. 21.0  
First Revised Sheet No. 22.0  
First Revised Sheet No. 23.0  
First Revised Sheet No. 24.0  
First Revised Sheet No. 25.0  
First Revised Sheet No. 26.0  
Original Sheet No. 27.0  
Original Sheet No. 28.0  
Original Sheet No. 28.1  
Original Sheet No. 29.0  
Original Sheet No. 30.0  
Original Sheet No. 31.0  
Original Sheet No. 32.0

Please incorporate these tariff sheets into the approved tariff on file at the utility's office. If you have any questions, please contact Min Chu at (850) 413-6968.

Sincerely,



Daniel M. Hoppe

Director

Division of Water and Wastewater

DMH/RJC/mc

cc: Division of Water and Wastewater (Hoppe, Rendell, Casey, Chu)  
Division of Legal Services (Clemmons)

WATER TARIFF

TANGERINE WATER COMPANY, INC.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION



FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

FIRST REVISED SHEET NO. 1.0  
CANCELS ORIGINAL SHEET NO. 1.0

WATER TARIFF

TANGERINE WATER COMPANY, INC.  
NAME OF COMPANY

P.O. BOX 304

TANGERINE, FLORIDA 32777

Huron Street between Scott and Wright Avenues  
(ADDRESS OF COMPANY)

(352) 383-3515  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

*[Handwritten signature]*

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY

TANGERINE WATER COMPANY, INC.

WATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing .....	4.0
Index of	
Rates and Charges Schedules .....	16.0 - 23.0
Rules and Regulations .....	7.0 - 13.0
Service Availability Policy .....	31.0
Standard Forms .....	24.0
Technical Terms and Abbreviations .....	5.0 - 5.1
Territory Served .....	3.0

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 096-W

COUNTY - Orange

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5446	June 8, 1972	WS-C-71559-W	Original Certification
9568	September 26, 1980	WS-C-800048-W(EX)	Order Extending Certification

(Continued to Sheet No. 3.1)

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

In Township 20 South, Range 27 East, Orange County.

Section 4 - The South  $\frac{1}{2}$

Section 5 - All of Section

Section 6 - All of Section

Section 7 - All of Section

Section 8 - All of Section

Section 9 - The West  $\frac{1}{2}$

Section 16 - The Northwest corner bordered by State Road 448 &  
U.S. 441

Section 17 - All of Section

Section 18 - All of Section

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

FIRST REVISED SHEET NO. 4.0  
CANCELS ORIGINAL SHEET NO. 4.0

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Orange	N/A	General Service Residential	16.0 17.0

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER 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 water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "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 water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - TANGERINE WATER COMPANY, INC.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 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 Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999



DIRECTOR  
DIVISION OF WATER AND WASTEWATER

*[Faint, mostly illegible text, likely bleed-through from the reverse side of the page]*

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NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

(Continued from Sheet No. 5.0)

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

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

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Adjustment of Bills for Meter Error .....	13.0	24.0
All Water Through Meter .....	12.0	22.0
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Billing Periods .....	10.0	15.0
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Delinquent Bills .....	11.0	16.0
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(Continued to Sheet No. 6.1)

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

*[Handwritten signature]*

DIRECTOR

DIVISION OF WATER AND WASTEWATER

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APPROVED

FILE

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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Signed Application Required .....	7.0	3.0
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Withholding Service .....	8.0	5.0

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - 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 water 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 water 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 SIGNED APPLICATION REQUIRED - Water 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 is binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

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

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

(Continued to Sheet No. 8.0)

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER 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 water 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 water service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full 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 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

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

Water service furnished to the customer shall be rendered directly to the customer through the Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service.

In no case shall a customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension,

(Continued to Sheet No. (9.0))

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

GRANT HATHAWAY  
GENERAL OFFICER

THE DIRECTOR

NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

(Continued from Sheet No. 8.0)

remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

- 8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, 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.

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

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

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service

(Continued to Sheet No. 10.0)

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

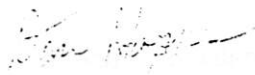
APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999



DIRECTOR

DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

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

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

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property 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; reading the meter; 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 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 15.0 BILLING PERIODS - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall

(Continued to Sheet No. 11.0)

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999



DIRECTOR

DIVISION OF WATER AND WASTEWATER

FLORIDA PUBLIC SERVICE COMMISSION

FLORIDA PUBLIC SERVICE COMMISSION

NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

(Continued from Sheet No. 10.0)

become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - 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. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water 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 water service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for water 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 water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

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

(Continued to Sheet No. 12.0)

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

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NAME OF COMPANY                      TANGERINE WATER COMPANY, INC.  
WATER TARIFF

(Continued from Sheet No. 11.0)

19.0     CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied water 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 customer's, to discontinue or transfer water 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     UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.

21.0     METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.

22.0     ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service

(Continued to Sheet No. 13.0)

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

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ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 12.0)

shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

- 23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(Continued to Sheet No. 14.0)

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

SECOND REVISED SHEET NO. 14.0  
CANCELS FIRST REVISED SHEET NO. 14.0

NAME OF COMPANY

TANGERINE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999



DIRECTOR

DIVISION OF WATER AND WASTEWATER

ISSUED BY OFFICE  
OF THE DIRECTOR

DATE

NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	20.0 - 20.1
Fire Protection Service .....	19.0
General Service, GS .....	16.0
Meter Test Deposit .....	21.0
Miscellaneous Service Charges .....	22.0
Multi-Residential Service, MS .....	18.0
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Service Availability Fees and Charges .....	23.0

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Quarterly

<u>RATE</u> -	<u>METER SIZE</u>	<u>BASE FACILITY CHARGE</u>
	5/8" x 3/4"	\$ 25.89
	3/4"	\$ 38.82
	1"	\$ 64.68
	1-1/2"	\$ 129.39
	2"	\$ 207.03
	3"	\$ 414.03
	4"	\$ 646.92
	6"	\$ 1,293.87
	Gallage Charge per 1,000 gallons	\$ 1.48

MINIMUM BILL - 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) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - **SEP 01 1999**

TYPE OF FILING - Staff Assisted Rate Case

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999



DIRECTOR

DIVISION OF WATER AND WASTEWATER

DATE	DESCRIPTION	AMOUNT
10/1/98	...	...
10/2/98	...	...
10/3/98	...	...
10/4/98	...	...
10/5/98	...	...
10/6/98	...	...
10/7/98	...	...
10/8/98	...	...
10/9/98	...	...
10/10/98	...	...
10/11/98	...	...
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10/14/98	...	...
10/15/98	...	...
10/16/98	...	...
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10/18/98	...	...
10/19/98	...	...
10/20/98	...	...
10/21/98	...	...
10/22/98	...	...
10/23/98	...	...
10/24/98	...	...
10/25/98	...	...
10/26/98	...	...
10/27/98	...	...
10/28/98	...	...
10/29/98	...	...
10/30/98	...	...
10/31/98	...	...

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SEP 01 1999  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>METER SIZE</u>	<u>BASE FACILITY CHARGE</u>
	5/8" x 3/4"	\$ 25.89
	3/4"	\$ 38.82
	1"	\$ 64.68
	1-1/2"	\$ 129.39
	2"	\$ 207.03
	3"	\$ 414.03
	4"	\$ 646.92
	6"	\$ 1,293.87
	Gallonage Charge per 1,000 gallons	\$ 1.48

MINIMUM BILL -

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) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - **SEP 01 1999**

GREG HATHAWAY  
ISSUING OFFICER

TYPE OF FILING - Staff Assisted Rate Case

PRESIDENT  
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

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DATE	AMOUNT
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00

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DATE	AMOUNT
9/1/99	\$ 1,000.00
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9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00
9/1/99	\$ 1,000.00

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Bill status and payable when received...  
 become due if not paid within 10 days...  
 After the 10 working days...  
 the customer...  
 any other...

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DATE: 9/1/99  
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DATE: 9/1/99  
 TIME: 1:11 PM

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.  
APPLICABILITY - For water 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 - Quarterly

<u>RATE</u> -		<u>BASE FACILITY CHARGE</u>
	Per Unit	\$ 17.25
	Gallonge Charge per 1,000 gallons	\$ 1.48

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) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - **SEP 01 1999**

TYPE OF FILING - Staff Assisted Rate Case

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

FOURTH REVISED SHEET NO. 18.1  
CANCELS THIRD REVISED SHEET NO. 18.1

NAME OF COMPANY

TANGERINE WATER COMPANY, INC.

WATER TARIFF

HELD FOR FUTURE USE

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

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EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

THIRD REVISED SHEET NO. 18.2  
CANCELS SECOND REVISED SHEET NO. 18.2

NAME OF COMPANY

TANGERINE WATER COMPANY, INC.

WATER TARIFF

HELD FOR FUTURE USE

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY - N/A

APPLICABILITY -

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

BILLING PERIOD -

RATE - Public Fire Protection - per hydrant

N/A

Private Fire Protection -

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE - **SEP 01 1999**

GREG HATHAWAY  
ISSUING OFFICER

TYPE OF FILING - Staff Assisted Rate Case

PRESIDENT  
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

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ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's rules for prompt payment. Credit will be deemed so established, 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.
- © The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$ 116.00</u>	<u>Avg Quar.bill +1mon.</u>
1"	<u>Avg Quar.bill +1mon.</u>	<u>Avg Quar.bill +1mon.</u>
1 1/2"	<u>Avg Quar.bill +1mon.</u>	<u>Avg Quar.bill +1mon.</u>
Over 2"	<u>Avg Quar.bill +1mon.</u>	<u>Avg Quar.bill +1mon.</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. 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 water 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)

EFFECTIVE DATE - **SEP 01 1999**

GREG HATHAWAY  
ISSUING OFFICER

TYPE OF FILING - Staff Assisted Rate Case

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

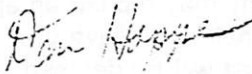
APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999



DIRECTOR

DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 6% 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 January each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceding 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 7% per annum upon the retainment of such deposit.

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

EFFECTIVE DATE -

**SEP 01 1999**

TYPE OF FILING - Staff Assisted Rate Case

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

*[Handwritten signature]*

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

SCHEDULE OF METER TEST DEPOSITS

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

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

REFUND OF METER BENCH TEST DEPOSIT - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code. the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25.30.265, Florida Administrative Code.

EFFECTIVE DATE - **SEP 01 1999**

GREG HATHAWAY  
ISSUING OFFICER

TYPE OF FILING - Staff Assisted Rate Case

PRESIDENT  
TITLE

FIRST REVISED  
FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY  
WATER TARIFF-

TANGERINE WATER COMPANY, INC.

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

LATE PAYMENT FEE - A late payment fee of \$3.75 will be charged to customers who pay their bill after the 20-day payment period allowed in this tariff.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u> (Normal Business Hours)
Normal Reconnection Fee	\$ <u>15.00</u> (Normal Business Hours)
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u> (Normal Business Hours)
Violation Reconnection Fee	\$ <u>15.00</u>
Late Payment Fee	\$ <u>3.75</u>

EFFECTIVE DATE - **SEP 01 1999**

GREG HATHAWAY  
ISSUING OFFICER

TYPE OF FILING - Staff Assisted Rate Case

PRESIDENT  
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY  
 WATER TARIFF

TANGERINE WATER COMPANY, INC.

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO SERVICE  
 AVAIL. POLICY  
 SHEET NO./RULE NO.

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Back-Flow Preventor Installation Fee</u>	
5/8" x 3/4" .....	\$ N/A
1" .....	\$ "
1 1/2" .....	\$ "
2" .....	\$ "
Over 2" .....	"
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" metered service .....	\$ 100
1" metered service .....	\$ At Cost
1 1/2" metered service .....	\$ At Cost
2" metered service .....	\$ At Cost
Over 2" metered service .....	\$ At Cost
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/month ( __ GPD).....	\$ N/A
All others-per gallon/month .....	\$ "
Without Prepayment of Service Availability Charges:	
Residential-per ERC/month ( __ GPD).....	\$ N/A
All others-per gallon/month .....	\$ "
<u>Inspection Fee</u> .....	"
<u>Main Extension Charge</u>	
Residential-per ERC ( __ GPD).....	\$ 36
All others-per gallon .....	\$ At Cost
or	
Residential-per lot ( __ foot frontage).....	\$ N/A
All others-per front foot .....	\$ "
<u>Meter Installation Fee</u>	
5/8" x 3/4" .....	\$ N/A
1" .....	\$ "
1 1/2" .....	\$ "
2" .....	\$ "
Over 2" .....	"
<u>Plan Review Charge</u> .....	"
<u>Plant Capacity Charge</u>	
Residential-per ERC ( __ GPD).....	\$ 64
All others-per gallon .....	\$ "
<u>System Capacity Charge</u>	
Residential-per ERC ( __ GPD).....	\$ N/A
All others-per gallon .....	\$ "

EFFECTIVE DATE - **SEP 01 1999**

GREG HATHAWAY  
 ISSUING OFFICER

TYPE OF FILING - Staff Assisted Rate Case

PRESIDENT  
 TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY                    TANGERINE WATER COMPANY, INC.  
WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION .....	27.0
APPLICATION FOR WATER SERVICE .....	26.0
COPY OF CUSTOMER'S BILL and CUSTOMER'S LATE NOTICE .	28.0 - 28.1
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	25.0
HELD FOR FUTURE USE .....	29.0

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

FIRST REVISED SHEET NO. 25.0  
CANCELS ORIGINAL SHEET NO. 25.0

NAME OF COMPANY

TANGERINE WATER COMPANY, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999



DIRECTOR  
DIVISION OF WATER AND WASTEWATER

**TANGERINE WATER COMPANY, INC.**

P. O. Box 304  
Tangerine, FL 32777

APPLICATION FOR METER AND/OR WATER SERVICE

Date \_\_\_\_\_

I, \_\_\_\_\_ do hereby make application for water from the Tangerine Water Company, Inc. at \_\_\_\_\_

(Street Address). My telephone number is \_\_\_\_\_,

and my mailing address is \_\_\_\_\_.

The date service is required \_\_\_\_\_.

Applicant and/or property owner is responsible for maintenance of lines between the meter and the residence/business. Applicant and/or property owner are responsible for charges incurred until we are notified of a change of ownership and/or occupancy.

CHECK ONE:

FOR TRANSFER OF EXISTING METER & SERVICE:

Security deposit (check one)

5/8" x 3/4"

1" or over

Non-refundable normal reconnection fee 15.00

Total due prior to account transfer \$ \_\_\_\_\_

FOR NEW CONSTRUCTION OR NEW SERVICE (per meter):

Security deposit (check one)

5/8" x 3/4"

1" or over

Tap-in charge (check one)

5/8" x 3/4"

1" or over

Non-refundable initial connection fee 15.00

Main extension charge 36.00

Plant capacity charge 64.00

Total due prior to installation \$ \_\_\_\_\_

I agree to abide by the terms of this application.

Your Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_

THIS APPLICATION IS NOT TRANSFERABLE

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY

TANGERINE WATER COMPANY, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

COPY OF CUSTOMER'S BILL

TYPE OF SERVICE	METER READING		USED	CHARGES
	PRESENT	PREVIOUS		

FIRST CLASS MAIL  
U.S. POSTAGE  
PAID  
PERMIT NO.

MAIL THIS STUB WITH YOUR PAYMENT

METER READ		CLASS	TOTAL DUE UPON RECEIPT	LATE CHARGE AFTER DUE DATE	PAST DUE AMOUNT
MONTH	DAY				

CUSTOMER		PAY GROSS AMOUNT AFTER THIS DATE	
ROUTE	ACCOUNT		
NET AMOUNT TO BE PAID		GROSS AMOUNT TO BE PAID	

(Continued to Sheet No 28.1)

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

SEP 1 1999

SEP 1 1999

NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

COPY OF CUSTOMER'S LATE NOTICE

ACCT. NO.	LATE FEE	DISCONNECT DATE	TOTAL DUE

PASTDUE NOTICE . . Just a friendly reminder that payment has not been received. Payment must be received by the disconnect date shown above to avoid cutoff of service. If payment has been made, please disregard.

ACCOUNT NO.	TOTAL DUE

PLEASE RETURN THIS STUB WITH YOUR CHECK

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR

DIVISION OF WATER AND WASTEWATER

DATE	DESCRIPTION	AMOUNT	STATUS

FOR THE DIRECTOR OF THE DIVISION OF WATER AND WASTEWATER  
BY: \_\_\_\_\_

DATE	DESCRIPTION	AMOUNT	STATUS

FOR THE DIRECTOR OF THE DIVISION OF WATER AND WASTEWATER  
BY: \_\_\_\_\_

APPROVED  
SEP 1 1999

SEP 1 1999

NAME OF COMPANY

TANGERINE WATER COMPANY, INC.

WATER TARIFF

HELD FOR FUTURE USE

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

INDEX OF SERVICE AVAILABILITY

Sheet Number

Schedule of Fees and Charges.....	Go to Sheet No. 23.0
Service Availability Policy.....	31.0
Table of Daily Flows.....	32.0

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

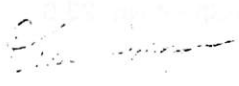
APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999



DIRECTOR  
DIVISION OF WATER AND WASTEWATER

NAME OF COMPANY TANGERINE WATER COMPANY, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

A plant capacity charge, main extension charge, and customer connection tap-in fee will apply to all classifications of customers for the initial commencement of service at any given location.

Plant Capacity Charge	\$64
Main Extension Charge	\$36
Tap-In Fee	\$100

NEW DISTRIBUTION LINES

New distribution lines will be installed through refundable advance agreements. As defined by Rule 25-30.515, Florida Administrative Code:

Refundable Advance means money paid or property transferred to a utility by the applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made so that the proposed extension may be rendered economically feasible. The advance is returned to the applicant over a specified period of time in accordance with a written agreement as additional users connect to the system.

Refundable advance agreements provide that the customer requesting the new line, pay the cost of the line. As new customers hook-up to that line, the original customer who paid for the line would receive a pro rata refund of the cost of the line from the new customer. If a refundable advance agreement is used for a new customer, the main extension charge does not apply.

EFFECTIVE DATE - **SEP 01 1999**

TYPE OF FILING - Staff Assisted Rate Case

GREG HATHAWAY  
ISSUING OFFICERPRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

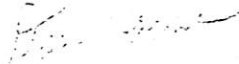
APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999



DIRECTOR

DIVISION OF WATER AND WASTEWATER

RECEIVED  
SEP 1 1999

SEP 1 1999  
WATER

SEP 1 1999

SEP 1 1999

NAME OF COMPANY  
WATER TARIFF

TANGERINE WATER COMPANY, INC.

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments .....	250 gpd [1]
Bars and Cocktail Lounges .....	5 gpcd [2]
Boarding Schools (Students and Staff) .....	75 gpcd
Bowling Alleys (toilet wastes only, per lane) .....	100 gpd
Country Clubs, per member .....	25 gpcd
Day Schools (Students and Staff) .....	10 gpcd
Drive-in Theaters (per car space) .....	5 gpd
Factories, with showers .....	30 gpcd
Factories, no showers .....	10 gpd/100 sq. ft.
Hospitals, with laundry .....	250 gpd/bed
Hospitals, no laundry .....	200 gpd/bed
Hotels and Motels .....	200 gpd/room and unit
Laundromat .....	225 gpd/washing machine
Mobile Home Parks .....	300 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat) .....	3 gpd
Nursing Homes .....	150 gpd/100 sq. ft.
Office Buildings .....	10 gpd/100 sq. ft.
Public Institutions (other than those listed herein) ....	75 gpcd
Restaurants (per seat) .....	50 gpcd
Single Family Residential .....	350 gpd
Townhouse Residence .....	250 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat) .....	3 gpd
Stores, without kitchen wastes .....	5 gpd/100 sq. ft.
Speculative Buildings .....	10 gpd/100 sq. ft.
Warehouses .....	30 gpd plus 10 gpd/ 1000 sq. ft.

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

GREG HATHAWAY  
ISSUING OFFICER

PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

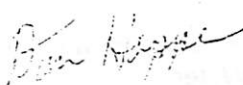
APPROVED

AUTHORITY NO. WS-98-0234

DOCKET NO. 981663-WU

ORDER NO. PSC-99-1399A-PAA-WU

EFFECTIVE DATE September 1, 1999



DIRECTOR  
DIVISION OF WATER AND WASTEWATER

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for staff-  
assisted rate case in Orange  
County by Tangerine Water  
Company, Inc.

DOCKET NO. 981663-WU  
ORDER NO. PSC-99-1743-C0-WU  
ISSUED: September 7, 1999

CONSUMMATING ORDER

BY THE COMMISSION:

By Orders Nos. PSC-99-1399-PAA-WU, issued July 21, 1999 and PSC-99-1399A-PAA-WU, issued August 9, 1999, this Commission proposed to take certain action, subject to a Petition for Formal Proceeding as provided in Rule 25-22.029, Florida Administrative Code. No responses have been filed to the orders. It is, therefore,

ORDERED by the Florida Public Service Commission that Orders Nos. PSC-99-1399-PAA-WU and PSC-99-1399A-PAA-WU have become effective and final. It is further

ORDERED that this docket shall remain open.

By ORDER of the Florida Public Service Commission, this 7th day of September, 1999.

/s/ Blanca S. Bayó

BLANCA S. BAYÓ, Director  
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

( S E A L )

DMC

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

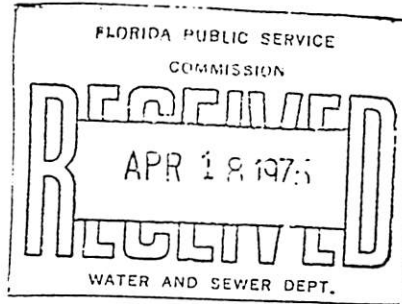
The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any judicial



ORDER NO. PSC-99-1743-CO-WU  
DOCKET NO. 981663-WU  
PAGE 2

review of Commission orders that is available pursuant to Section 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.



WATER TARIFF

TANGERINE WATER COMPANY, INC.  
TANGERINE WATER COMPANY, INC.

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John S. Boyles*

DIRECTOR, WATER & SEWER

TANGERINE WATER CO., INC.  
NAME OF COMPANY

ORIGINAL SHEET No. 1.0

WATER TARIFF

TANGERINE WATER CO., INC.  
(NAME OF COMPANY)

P.O. BOX 304

TANGERINE FLA. 32777

(Huron St. between Scott and Wright Aves )  
(ADDRESS OF COMPANY)

~~305-889-4101~~  
AC 904-383-3076, 383-2764, 383-6548  
(BUSINESS & EMERGENCY TELEPHONE NUMBERS)

904-

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

G.A. JAILLET

PRESIDENT  
(ISSUING OFFICER)

**APPROVED**

Order No. WS-292

MAY 20 1975

*John L. Boyles*

DIRECTOR, WATER & SEWER

WATER-TARIFF

TABLE OF CONTENTS

	<u>SHEET NUMBER</u>
TERRITORY SERVED . . . . .	3.0
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INDEX OF RULES AND REGULATIONS . . . . .	6.0 - 7.0
RULES AND REGULATIONS . . . . .	8.0 - 15.0
INDEX OF RATE SCHEDULES. . . . .	16.0
RATE SCHEDULES . . . . .	17.0 - 20.0
INDEX OF STANDARD FORMS. . . . .	21.0
STANDARD FORMS . . . . .	22.0 - 26.0
CONTRACTS AND AGREEMENTS . . . . .	THERE ARE NO CONTRACTS AT THE DATE OF ORIGINAL ISSUE. OR (SUBMIT CONTRACTS)

Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John R. Boyles*

DIRECTOR, WATER & SEWER

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NAME OF COMPANY TANGERINE WATER CO., INC.

ORIGINAL SHEET NO. 3:0

TERRITORY SERVED

PLEASE REFER TO DESCRIPTION OF TERRITORY SERVED AS FILED IN DOCKET  
NUMBER WS-C-71559-W, ORDER NUMBER 5446, ISSUED

June 8, 1972  
(DATE)



Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John L. Bayles*

DIRECTOR, WATER & SEWER

NAME OF COMPANY TANGERINE WATER CO., INC.

ORIGINAL SHEET No. 4.0

MISCELLANEOUS

Florida Public Service Commission

**APPROVED**

Order No. 115-292

MAY 20 1975

*John L. Boyles*

DIRECTOR, WATER & SEWER

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" -
- 2.0 "CONSUMER" - ANY PERSON, FIRM, ASSOCIATION, CORPORATION, GOVERNMENTAL AGENCY OR SIMILAR ORGANIZATION SUPPLIED WITH WATER SERVICE BY THE COMPANY.
- 3.0 "SERVICE" - SERVICE, AS MENTIONED IN THIS TARIFF AND IN AGREEMENT WITH CUSTOMERS, SHALL BE CONSTRUED TO INCLUDE, IN ADDITION TO ALL WATER SERVICE REQUIRED BY THE CUSTOMER THE READINESS AND ABILITY ON THE PART OF THE COMPANY TO FURNISH WATER SERVICE TO THE CUSTOMER. SERVICE SHALL CONFORM TO THE STANDARDS SET FORTH IN SECTION 367.111 OF THE FLORIDA STATUTES.
- 4.0 "CUSTOMER'S INSTALLATION" - ALL PIPES, SHUT OFFS, VALVES, FIXTURES AND APPLIANCES OR APPARATUS OF EVERY KIND AND NATURE USED IN CONNECTION WITH OR FORMING A PART OF AN INSTALLATION FOR UTILIZING WATER FOR ANY PURPOSE ORDINARILY LOCATED ON THE CUSTOMER'S SIDE OF "POINT OF DELIVERY", WHETHER SUCH INSTALLATION IS OWNED BY CUSTOMER, OR USED BY CONSUMER UNDER LEASE OR OTHERWISE.
- 5.0 "POINT OF DELIVERY" - THE POINT WHERE THE COMPANY'S PIPES OR METERS ARE CONNECTED WITH PIPES OF THE CUSTOMER.
- 6.0 "MAIN" - SHALL REFER TO A PIPE, CONDUIT, OR OTHER FACILITY INSTALLED TO CONVEY WATER SERVICE TO INDIVIDUAL SERVICE LINES OR TO OTHER MAINS.
- 7.0 "SERVICE LINES" - THE PIPES OF THE COMPANY WHICH ARE CONNECTED FROM THE MAINS TO POINT OF DELIVERY.
- 8.0 "RATE SCHEDULE" - REFERS TO RATES OR CHARGES FOR THE PARTICULAR CLASSIFICATION OF SERVICE.
- 9.0 "COMMISSION" - REFERS TO FLORIDA PUBLIC SERVICE COMMISSION.
- 10.0 "CERTIFICATE" - MEANS THE WATER CERTIFICATE ISSUED TO THE COMPANY BY THE COMMISSION.
- 11.0 "CUSTOMER" - MEANS THE PERSON, FIRM OR CORPORATION WHO HAS ENTERED INTO AN AGREEMENT TO RECEIVE WATER SERVICE FROM THE COMPANY AND WHO IS LIABLE FOR THE PAYMENT OF THAT WATER SERVICE.

Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John S. Boyles*

DIRECTOR, WATER & SEWER

INDEX OF RULES AND REGULATIONS.

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Florida Public Service Commission

**APPROVED**

Order No. LU5-292

MAY 20 1975

*John H. Boyles*

DIRECTOR, WATER & SEWER

NAME OF COMPANY TANGERINE WATER CO., INC.

ORIGINAL SHEET No. 7.0

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Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John L. Bayles*

DIRECTOR, WATER & SEWER

RULES AND REGULATIONS

1.0 POLICY DISPUTE - ANY DISPUTE BETWEEN THE COMPANY AND THE CUSTOMER OR PROSPECTIVE CUSTOMER REGARDING THE MEANING OR APPLICATION OF ANY PROVISION OF THIS TARIFF SHALL UPON WRITTEN REQUEST BY EITHER PARTY BE RESOLVED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

2.0 GENERAL INFORMATION - THE COMPANY'S RULES AND REGULATIONS, INSOFAR AS THEY ARE INCONSISTENT WITH ANY STATUTE, LAW OR COMMISSION ORDER SHALL BE NULL AND VOID. THESE RULES AND REGULATIONS ARE A PART OF THE RATE SCHEDULES, APPLICATIONS AND CONTRACTS OF THE COMPANY, AND IN THE ABSENCE OF SPECIFIC WRITTEN AGREEMENT TO THE CONTRARY, THEY APPLY WITHOUT MODIFICATIONS OR CHANGE TO EACH AND EVERY CUSTOMER TO WHOM THE COMPANY RENDERS WATER SERVICE.

IN THE EVENT THAT A PORTION OF THESE RULES AND REGULATIONS IS 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 WATER SERVICE UNLESS SUCH COURT ORDER OR DECISION SHALL SO DIRECT.

THE COMPANY SHALL PROVIDE SERVICE TO ALL CUSTOMERS REQUIRING SUCH SERVICE WITHIN THE TERRITORY DESCRIBED IN ITS CERTIFICATE UPON SUCH TERMS AS ARE SET FORTH IN THIS TARIFF.

3.0 SIGNED APPLICATION NECESSARY - WATER SERVICE IS FURNISHED ONLY UPON SIGNED APPLICATION OR AGREEMENT ACCEPTED BY THE COMPANY AND THE CONDITIONS OF SUCH APPLICATION OR AGREEMENT ARE BINDING UPON THE CUSTOMER AS WELL AS UPON THE COMPANY. A COPY OF THE APPLICATION OR AGREEMENT FOR WATER SERVICE ACCEPTED BY THE COMPANY WILL BE FURNISHED TO THE APPLICANT ON REQUEST.

THE APPLICANT SHALL FURNISH TO THE COMPANY THE CORRECT NAME, STREET ADDRESS OR LOT AND BLOCK NUMBER, AT WHICH WATER SERVICE IS TO BE RENDERED.

4.0 APPLICATIONS BY AGENTS - APPLICATIONS FOR WATER SERVICE REQUESTED BY FIRMS PARTNERSHIPS, ASSOCIATIONS, CORPORATIONS, AND OTHERS, SHALL BE TENDERED ONLY BY DULY AUTHORIZED PARTIES. WHEN WATER SERVICE IS RENDERED UNDER AGREEMENT OR AGREEMENTS ENTERED INTO BETWEEN THE COMPANY AND AN AGENT OF THE PRINCIPAL. THE USE OF SUCH WATER SERVICE BY THE PRINCIPAL SHALL CONSTITUTE FULL AND COMPLETE RATIFICATION BY THE PRINCIPAL OF THE AGREEMENT OR AGREEMENTS ENTERED INTO BETWEEN AGENT AND THE COMPANY AND UNDER WHICH SUCH WATER SERVICE IS RENDERED.

Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John R. Boyles*

DIRECTOR, WATER & SEWER

- 5.0 WITHHOLDING SERVICE - THE COMPANY MAY WITHHOLD OR DISCONTINUE WATER SERVICE RENDERED UNDER APPLICATION MADE BY ANY MEMBER OR AGENT OF A HOUSEHOLD, ORGANIZATION OR BUSINESS UNLESS ALL PRIOR INDEBTEDNESS TO THE COMPANY OF SUCH HOUSEHOLD, ORGANIZATION OR BUSINESS FOR WATER SERVICE HAS BEEN SETTLED IN FULL. SERVICE MAY ALSO BE DISCONTINUED FOR ANY VIOLATION BY THE CUSTOMER OR CONSUMER OF ANY RULE OR REGULATION SET FORTH IN THIS TARIFF.
- 6.0 EXTENSIONS - EXTENSIONS WILL BE MADE TO THE COMPANY'S FACILITIES IN COMPLIANCE WITH THE RULES/ORDERS/TARIFF ISSUED BY THE COMMISSION.
- 7.0 LIMITATION OF USE - WATER SERVICE PURCHASED FROM THE COMPANY SHALL BE USED BY THE CUSTOMER ONLY FOR THE PURPOSES SPECIFIED IN THE APPLICATION FOR WATER SERVICE AND THE CUSTOMER SHALL NOT SELL OR OTHERWISE DISPOSE OF SUCH WATER SERVICE SUPPLIED BY THE COMPANY. WATER SERVICE FURNISHED TO THE CUSTOMER SHALL BE RENDERED DIRECTLY TO THE CUSTOMER THROUGH COMPANY'S INDIVIDUAL METER AND MAY NOT BE REMETERED BY THE CUSTOMER FOR THE PURPOSE OF SELLING OTHERWISE DISPOSING OF WATER SERVICE TO LESSEES, TENANTS, OR OTHERS AND UNDER NO CIRCUMSTANCES SHALL THE CUSTOMER OR CUSTOMER'S AGENT OR ANY OTHER INDIVIDUAL, ASSOCIATION OR CORPORATION INSTALL METERS FOR THE PURPOSE OF SO REMETERING SAID WATER SERVICE. IN NO CASE SHALL A CUSTOMER, EXCEPT WITH THE WRITTEN CONSENT OF THE COMPANY EXTEND HIS LINES ACROSS A STREET ALLEY, LANE, COURT, PROPERTY LINE, AVENUE, OR OTHER WAY, IN ORDER TO FURNISH WATER SERVICE FOR ADJACENT PROPERTY THROUGH ONE METER, EVEN THOUGH SUCH ADJACENT PROPERTY BE OWNED BY HIM. IN CASE OF SUCH UNAUTHORIZED EXTENSION, REMETERING, SALE OR DISPOSITION OF SERVICE, CUSTOMER'S WATER SERVICE IS SUBJECT TO DISCONTINUANCE UNTIL SUCH UNAUTHORIZED EXTENSION, REMETERING, SALE OR DISPOSITION IS DISCONTINUED AND FULL PAYMENT IS MADE OF BILLS FOR WATER SERVICE, CALCULATED ON PROPER CLASSIFICATION AND RATE SCHEDULES AND REIMBURSEMENT IN FULL MADE TO THE COMPANY FOR ALL EXTRA EXPENSES INCURRED FOR CLERICAL WORK, TESTING AND INSPECTIONS.
- 8.0 CONTINUITY OF SERVICE - THE COMPANY WILL AT ALL TIMES USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS WATER SERVICE, AND HAVING USED REASONABLE DILIGENCE, SHALL NOT BE LIABLE TO THE CUSTOMER FOR FAILURE OR INTERRUPTION OF CONTINUOUS WATER SERVICE. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, LABOR TROUBLES, ACCIDENT, LITIGATIONS, BREAKDOWNS, 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

(CONTINUED TO SHEET No. 10.0)

Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John R. Boyles*

DIRECTOR, WATER & SEWER

(CONTINUED FROM SHEET No. 9.0)

ITS CONTROL. IF AT ANY TIME THE COMPANY SHALL INTERRUPT OR DISCONTINUE ITS SERVICE FOR ANY PERIOD GREATER THAN ONE HOUR, ALL CUSTOMERS EFFECTED BY SAID INTERRUPTION OR DISCONTINUANCE SHALL BE GIVEN NOT LESS THAN 24 HOURS NOTICE.

- 9.0 TYPE AND MAINTENANCE - THE CUSTOMER'S PIPES, APPARTUS AND EQUIPMENT SHALL BE SELECTED, INSTALLED, USED AND MAINTAINED IN ACCORDANCE WITH THE STANDARD PRACTICE, CONFORMING WITH THE RULES AND REGULATIONS OF THE COMPANY, AND IN FULL COMPLIANCE WITH ALL LAWS AND GOVERNMENTAL REGULATIONS APPLICABLE TO SAME. THE COMPANY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THE CUSTOMER'S PIPES AND FACILITIES. THE CUSTOMER EXPRESSLY AGREES NOT TO UTILIZE ANY APPLIANCE OR DEVICE WHICH IS NOT PROPERLY CONSTRUCTED, CONTROLLED AND PROTECTED, OR WHICH MAY ADVERSELY AFFECT THE WATER SERVICE; AND THE COMPANY RESERVES THE RIGHT TO DISCONTINUE OR WITHHOLD WATER SERVICE TO SUCH APPARTUS OR DEVICE.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - NO CHANGES OR INCREASES IN CUSTOMER'S INSTALLATION, WHICH WILL MATERIALLY AFFECT THE PROPER OPERATION OF THE PIPES, MAINS, OR STATIONS OF THE COMPANY SAHLL BE MADE WITHOUT WRITTEN CONSENT OF THE COMPANY. THE CUSTOMER WILL BE LIABLE FOR ANY CHANGE RESULTING FROM A VIOLATION OF THIS RULE.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - ALL CUSTOMER'S WATER SERVICE INSTALLATICNS OR CHANGES SHALL BE INSPECTED UPON COMPLETION BY COMPETENT AUTHORITY TO INSURE THAT CUSTOMER'S PIPING, EQUIPMENT, AND DEVICES HAVE BEEN INSTALLED IN ACCORDANCE WITH ACCEPTED STANDARD PRACTICE AND SUCH LOCAL GOVERNMENTAL OR OTHER RULES AS MAY BE IN EFFECT. WHERE MUNICIPAL OR OTHER GOVERNMENTAL INSPECTION IS REQUIRED BY LOCAL RULES OR ORDINANCES, THE COMPANY CANNOT RENDER WATER SERVICE UNTIL SUCH INSPECTION HAS BEEN MADE AND A FORMAL NOTICE OF APPROVAL FROM THE INSPECTING AUTHORITY HAS BEEN RECEIVED BY THE COMPANY.
- THE COMPANY RESERVES THE RIGHT TO INSPECT CUSTOMER'S INSTALLATION PRIOR TO RENDERING WATER SERVICE AND FROM TIME TO TIME THEREAFTER, BUT ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY PORTION THEREOF.
- 12.0 PROTECTION OF COMPANY'S PROPERTY - THE CUSTOMER SHALL EXERCISE REASONABLE DILIGENCE TO PROTECT THE COMPANY'S PROPERTY 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.

(CONTINUED TO SHEET No. 11.0)

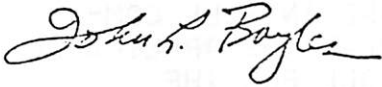
G.A. JAILLET, PRES.

Florida Public Service Commission

**APPROVED**

Order No. 115-292

MAY 20 1975



DIRECTOR, WATER & SEWER

(CONTINUED FROM SHEET No. 10.0)

IN THE EVENT OF ANY LOSS, OR DAMAGE TO PROPERTY OF THE COMPANY CAUSED BY OR ARISING OUT OF CARELESSNESS, NEGLIGENCE 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 AND INSPECTING OR REMOVING COMPANY'S PROPERTY, READING METERS, AND OTHER PURPOSES INCIDENT TO PERFORMANCE UNDER OR TERMINATION OF THE COMPANY'S AGREEMENT WITH THE CUSTOMER AND IN SUCH PERFORMANCE SHALL NOT BE LIABLE FOR TREASPASS.
- 14.0 RIGHT OF WAY OR EASEMENTS - THE CUSTOMER SHALL GRANT OR CAUSE TO BE GRANTED TO THE COMPANY AND WITHOUT COST TO THE COMPANY ALL RIGHTS, EASEMENTS, PERMITS, AND PRIVILEGES WHICH ARE NECESSARY FOR THE RENDERING OF WATER SERVICE.
- 15.0 BILLING PERIODS - BILLS FOR WATER SERVICE WILL BE RENDERED (MONTHLY, BIMONTHLY, QUARTERLY), BILLS ARE DUE WHEN RENDERED AND SHALL BE CONSIDERED AS RECEIVED BY CUSTOMER WHEN DELIVERED OR MAILED TO WATER SERVICE ADDRESS OR SOME OTHER PLACE MUTUALLY AGREED UPON.

NONRECEIPT OF BILLS BY CUSTOMER SHALL NOT RELEASE OR DEMINISH OBLIGATION OF CUSTOMER WITH RESPECT TO PAYMENT THEREOF.

- 16.0 DELINQUENT BILLS - BILLS ARE DUE WHEN RENDERED, AND IF NOT PAID WITHIN FIFTEEN (15) DAYS THEREAFTER BECOME DILINQUENT AND WATER SERVICE MAY THEN, AFTER FIVE (5) DAYS WRITTEN NOTICE, BE DISCONTINUED. SERVICE WILL BE RESUMED ONLY UPON PAYMENT OF ALL PAST-DUE BILLS AND PENALTIES, TOGETHER WITH A RECONNECT CHARGE OF \$ 5.00, WHEN PERFORMED DURING REGULAR WORKING HOURS. AFTER REGULAR WORKING HOURS THE RECONNECTION CHARGE WILL BE \$ 10.00. THERE SHALL BE NO LIABILITY OF ANY KIND AGAINST THE COMPANY BY REASON OF DISCONTINUANCE OF WATER SERVICE TO THE CUSTOMER FOR FAILURE OF THE CUSTOMER TO PAY THE BILLS ON TIME.

NO PARTIAL PAYMENT OF ANY BILL RENDERED WILL BE ACCEPTED BY THE COMPANY, EXCEPT BY AGREEMENT WITH COMPANY, OR BY ORDER OR DIRECTION OF THE COMMISSION.

- 17.0 PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY - WHEN BOTH WATER AND SEWER SERVICE ARE PROVIDED BY THE COMPANY PAYMENT OF ANY WATER SERVICE BILL RENDERED BY THE COMPANY TO A WATER SERVICE CUSTOMER SHALL NOT BE ACCEPTED

(CONTINUED TO SHEET No. 12.0)



Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John R. Boyles*

DIRECTOR, WATER & SEWER

(CONTINUED FROM SHEET No. 11.0)

BY THE COMPANY WITHOUT THE SIMULTANEOUS OR CONCURRENT PAYMENT OF ANY SEWER SERVICE BILL RENDERED BY THE COMPANY. IF THE CHARGES FOR WATER SERVICE ARE NOT SO PAID, THE COMPANY MAY DISCONTINUE BOTH SEWER SERVICE AND WATER SERVICE TO THE CUSTOMER'S PREMISES FOR NONPAYMENT OF THE WATER SERVICE CHARGES OR IF THE CHARGES FOR SEWER SERVICE ARE NOT SO PAID THE COMPANY MAY DISCONTINUE BOTH WATER SERVICE AND SEWER SERVICE TO THE CUSTOMER'S PREMISES FOR NONPAYMENT OR THE SEWER SERVICE CHARGE. THE COMPANY SHALL NOT RE-ESTABLISH OR RECONNECT SEWER SERVICE AND WATER SERVICE OR EITHER OF SUCH SERVICES UNTIL SUCH TIME AS ALL SEWER SERVICE CHARGES AND WATER SERVICE CHARGES AND ALL OTHER EXPENSES OR CHARGES ESTABLISHED OR PROVIDED FOR BY THESE RULES AND REGULATIONS ARE PAID.

18.0

19.0 TAX CLAUSE - RATES AND/OR CHARGES MAY BE INCREASED OR A SURCHARGE ADDED IN THE AMOUNT OF THE APPLICABLE PROPORTIONATE PART OF ANY TAXES AND ASSESSMENTS IMPOSED BY ANY GOVERNMENTAL AUTHORITY IN EXCESS OF THOSE IN EFFECT AFTER THE APPROVAL OF THIS RULE WHICH ARE ASSESSED ON THE BASIS OF METERS OR CUSTOMERS OR THE PRICE OF OR REVENUES FROM WATER SOLD, NOT INCLUDING INCOME TAXES.

20.0 CHANGE OF OCCUPANCY - WHEN CHANGE OF OCCUPANCY TAKES PLACE ON ANY PREMISES SUPPLIED BY THE COMPANY WITH WATER SERVICE, WRITTEN NOTICE THEREOF SHALL BE GIVEN AT THE OFFICE OF THE COMPANY NOT LESS THAN THREE (3) DAYS PRIOR TO THE DATE OF CHANGE BY THE OUTGOING CUSTOMER, WHO WILL BE HELD RESPONSIBLE FOR ALL WATER SERVICE USED ON SUCH PREMISES UNTIL SUCH WRITTEN NOTICE IS SO RECEIVED AND THE COMPANY HAS HAD REASONABLE TIME TO DISCONTINUE WATER SERVICE. HOWEVER, IF SUCH WRITTEN NOTICE HAS NOT BEEN RECEIVED, THE APPLICATION OF A SUCCEEDING OCCUPANT FOR WATER SERVICE WILL AUTOMATICALLY TERMINATE THE PRIOR ACCOUT. CUSTOMER'S DEPOSIT MAY BE TRANSFERRED FROM ONE SERVICE LOCATION TO

(CONTINUED TO SHEET No. 13.0)

G.A. JAILLET.PRES.

Florida Public Service Commission

**APPROVED**

Authority No. WS-762

JUN 6 1978

*Richard N. Tudor*

DIRECTOR, RATE DEPARTMENT

DOCKET NUMBER 770846-W

ORDER NUMBER 8271

(CONTINUED FROM SHEET No. 12.0)

ANOTHER, IF BOTH LOCATIONS ARE SUPPLIED BY THE COMPANY, CONSUMER'S DEPOSIT MAY NOT BE TRANSFERRED FROM ONE NAME TO ANOTHER.

FOR THE CONVENIENCE OF ITS CUSTOMER, THE COMPANY WILL ACCEPT TELEPHONE ORDERS TO DISCONTINUE OR TRANSFER WATER SERVICE AND WILL USE ALL REASONABLE DILIGENCE IN THE EXECUTION THEREOF. HOWEVER, ORAL ORDERS OR ADVISE SHALL NOT BE DEEMED BINDING OR BE CONSIDERED FORMAL NOTIFICATION TO THE COMPANY.

- 21.0 UNAUTHORIZED CONNECTIONS - WATER - CONNECTIONS TO THE COMPANY'S WATER SYSTEM FOR ANY PURPOSE WHATSOEVER ARE TO BE MADE ONLY BY EMPLOYEES OF THE COMPANY. UNAUTHORIZED CONNECTIONS RENDER THE SERVICE SUBJECT TO IMMEDIATE DISCONTINUANCE WITHOUT NOTICE AND WATER SERVICE WILL NOT BE RESTORED UNTIL SUCH UNAUTHORIZED CONNECTIONS HAVE BEEN REMOVED AND UNLESS SETTLEMENT IS MADE IN FULL FOR ALL WATER SERVICE ESTIMATED BY THE COMPANY TO HAVE BEEN USED BY REASON OF SUCH UNAUTHORIZED CONNECTION.
- 22.0 METERS - ALL WATER METERS SHALL BE FURNISHED BY AND REMAIN THE PROPERTY OF THE COMPANY AND SHALL BE ACCESSIBLE AND SUBJECT TO ITS CONTROL. THE CUSTOMER SHALL PROVIDE METER SPACE TO THE COMPANY AT A SUITABLE AND READILY ACCESSIBLE LOCATION AND WHEN THE COMPANY CONSIDERS IT ADVISABLE, WITHIN THE PREMISES TO BE SERVED, ADEQUATE AND PROPER SPACE FOR THE INSTALLATION OF METERS AND OTHER SIMILAR DEVICES.
- 23.0 ALL WATER THROUGH METER - THAT PORTION OF THE CUSTOMER'S INSTALLATION FOR WATER SERVICE SHALL BE SO ARRANGED THAT ALL WATER SERVICE SHALL PASS THROUGH THE METER. NO TEMPORARY PIPES, NIPPLES, OR SPACES ARE PERMITTED AND UNDER NO CIRCUMSTANCES ARE CONNECTIONS ALLOWED WHICH MAY PERMIT WATER TO BY-PASS THE METER OR METERING EQUIPMENT.
- 24.0 ADJUSTMENT OF BILLS - WHEN A CUSTOMER HAS BEEN OVERCHARGED OR UNDERCHARGED AS A RESULT OF INCORRECT APPLICATION OF THE RATE SCHEDULES, INCORRECT READING OF THE METER, INCORRECT CONNECTION OF THE METER, OR OTHER SIMILAR REASONS, THE AMOUNT MAY BE CREDITED OR BILLED TO THE CUSTOMER AS THE CASE MAY BE.
- 25.0 CUSTOMER DEPOSIT - BEFORE RENDERING SERVICE, THE COMPANY WILL REQUIRE A DEPOSIT OR GUARANTEE SATISFACTORY TO THE COMPANY TO SECURE THE PAYMENT OF BILLS; AND THE COMPANY

(CONTINUED TO SHEET No. 14.C)

Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John L. Boyles*

DIRECTOR, WATER & SEWER

TANGERINE WATER CO., INC.

FIRST REVISED SHEET No. 14.0

(Continued from Sheet No. 13.0)

Shall give the customers a non-negotiable and non-transferable deposit receipt. The amount of such deposit shall be NONE or an amount necessary to cover minimum charges for service for three (3) billing periods, whichever is greater.

The Company will pay interest on customers deposit at the rate of NONE percent per annum. The payment of interest will be made once each year as a credit on regular bills, and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6) months continuous service. Then interest will be paid from the date of the commencement of service.

The Company will pay or credit accrued interest to the customers account during the month of NONE each year.

Upon final settlement of customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the Company of the applicable deposit receipt or when receipt cannot be produced, upon adequate identification.

26.0 REQUEST FOR METER TEST BY CUSTOMER. Should any customer request a bench test of his water meter, the Company will require a deposit to defray cost of testing; such deposit not to exceed the following schedule of fees :

<u>METER SIZE</u>	<u>FEE</u>
5/8" and 3/4"	\$ 10.00
1" and 1 1/2"	\$ 12.50
2"	\$ 15.00

Over 2" Actual Cost

If the meter is found to register in excess of the accuracy limits prescribed by the Commission the deposit will be refunded; but if below such accuracy limit, the deposit will be retained by the Company as a service charge for conducting the test.

FURTHER, upon written request of any customer, the Company shall without charge, make a field test of the accuracy of the water meter in use at customer's premises provided that the meter has not been tested within the past six (6) months.

27.0 ADJUSTMENT OF BILLS FOR METER ERROR - In meter tests made by the Commission or by the Company, the accuracy of

(Continued to sheet No. 15.0)

Florida Public Service Commission

**APPROVED**

Authority No. WS - 79 - 13

JAN 24 1979

*Richard N. Tucker*

DIRECTOR, RATE DEPARTMENT

COCKET NUMBER 780645 - Rule  
ORDER NUMBER 8564

(CONTINUED FROM SHEET No. 14.0)

REGISTRATION OF THE METER AND ITS PERFORMANCE IN SERVICE SHALL BE JUDGED BY ITS AVERAGE ERROR. THE AVERAGE METER ERROR SHALL BE CONSIDERED TO BE THE AVERAGE OF THE ERRORS AT THE TEST RATE FLOWS.

EAST METERS - WHENEVER A METER TESTED IS FOUND TO REGISTER FAST IN EXCESS OF THE TOLERANCE PROVIDED IN THE METER ACCURANCE REQUIREMENTS PROVISION HEREIN, THE UTILITY SHALL REFUND TO THE CUSTOMER THE AMOUNT BILLED IN ERROR FOR ONE-HALF THE PERIOD SINCE THE LAST TEST; SAID ONE-HALF PERIOD NOT TO EXCEED SIX (6) MONTHS EXCEPT THAT IF IT CAN BE SHOWN THAT THE ERROR WAS DUE TO SOME CAUSE, THE DATE OF WHICH CAN BE FIXED, THE OVERCHARGE SHALL BE COMPUTED BACK TO BUT NOT BEYOND SUCH DATE. THE REFUND SHALL NOT INCLUDE ANY PART OF ANY MINIMUM CHARGE.

METER ACCURACY REQUIREMENTS - ALL METERS USED FOR MEASURING QUANTITY OF WATER DELIVERED TO A CUSTOMER SHALL BE IN GOOD MECHANICAL CONDITION AND SHALL BE ADEQUATE IN SIZE AND DESIGN FOR THE TYPE OF SERVICE WHICH THEY MEASURE. BEFORE BEING INSTALLED FOR THE USE OF ANY CUSTOMER EVERY WATER METER, WHETHER NEW, REPAIRED, OR REMOVED FROM SERVICE FOR ANY CAUSE, SHALL BE ADJUSTED TO REGISTER WITHIN THE ACCURACY LIMITS SET FORTH IN THE FOLLOWING TABLE:

METER TYPE	ACCURACY LIMITS IN PERCENT			
	MAXIMUM RATE	INTERMEDIATE RATE	NEW	REPAIRED
DISPLACEMENT	98.5-101.5	98.5-101.5	95-101.5	90-101.5
CURRENT	97 -103	97 -103	95-103	90-103
COMPOUND*	97 -103	97 -103	95-103	90-103

\* THE MINIMUM REQUIRED ACCURACY FOR COMPOUND METERS AT ANY RATE WITHIN THE "CHANGEOVER" RANGE OF FLOWS SHALL BE 85%.

28.0

THE COMPANY SHALL FILE COPIES OF ALL CONTACTS FOR SERVICE AVAILABILITY WITH THE COMMISSION WITHIN THIRTY (30) DAYS AFTER EXECUTION.

G.A. JAILLET, PRES.



Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John L. Boyles*

DIRECTOR, WATER & SEWER

INDEX OF RATE SCHEDULES

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COMMERCIAL SERVICE-----	18.1
MULTIPLE SERVICE -----	18.2

Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John R. Boyles*

DIRECTOR, WATER & SEWER

NAME OF COMPANY Tangerine Water Company

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.  
APPLICABILITY - To any customer 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.

Quarterly General Service Rates

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 12.02
	1"	\$ 30.05
	1-1/2"	\$ 60.10
	2"	\$ 96.16
	Gallonge Charge Per 1,000 Gallons	\$ .54

MINIMUM 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, service may then be discontinued.

Effective Date: May 16, 1985

W. J. Litz, Treasurer

Florida Public Service Commission

**APPROVED**

Authority No. WS 85-84

JUN 21 1985



DIRECTOR, WATER & SEWER DEPT.

DOCKET NUMBER 840377-W4

ORDER NUMBER 14376

*[Faint, mirrored text from the reverse side of the page, including "Subject to all of the terms and conditions of the rate and general conditions of service..."]*

*[Faint, mirrored text from the reverse side of the page, including "The Commission hereby approves..."]*

*[Faint, mirrored text from the reverse side of the page, including "Approved by the Commission..."]*

NAME OF COMPANY Tangerine Water Company

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

Quarterly Residential Rates

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 12.02
	Gallonage Charge Per 1,000 Gallons	.54

MINIMUM 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, service may then be discontinued.

Effective Date: May 16, 1985

W. J. Litz, Treasurer

Florida Public Service Commission

**APPROVED**

Authority No. WS 85-84

JUN 21 1985



DIRECTOR, WATER & SEWER DEPT.

DOCKET NUMBER 840377-W4

ORDER NUMBER 14376

Name of Company - TANGERINE WATER COMPANY, INC.

Second revised sheet No.18.2  
Cancels first revised sheet No.18.2

HELD FOR FUTURE USE

EMERSON CONLON, PRES.

Effective Date: JUN 6 1978



Florida Public Service Commission

**APPROVED**

Authority No. WS-762

JUN 6 1978

*Richard N. Tucker*

DIRECTOR, RATE DEPARTMENT

DOCKET NUMBER

770846-W

ORDER NUMBER

8271

NAME OF COMPANY Tangerine Water Company

*This should  
have been  
first revised  
cancel orig-  
inal 19.0 &  
third revised  
sheet 18.1*

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE -- MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - To any master-metered residential customer 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.

Quarterly Rates

RATE - \$ 8.01 per unit

Gallage Charge  
Per 1,000 Gallons \$ .54

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After ten (10) days more, service may then be discontinued.

Effective Date: May 16, 1985

W. J. Litz, Treasurer

Florida Public Service Commission

**APPROVED**

Authority No. WS 85-84

JUN 21 1985



DIRECTOR, WATER & SEWER DEPT.

DOCKET NUMBER 840377-W4

ORDER NUMBER 14376

NAME OF COMPANY Tangerine Water Company

SCHEDULE OF TAPPING FEES

WATER

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - To all classifications of customers for the initial commencement of service at any given location.

RATE - (Tapping Fee)

3/4" x 5/8" Tap	<u>\$100.00</u>
1" Tap	<u>same</u>
1 1/2" Tap	<u>same</u>
2" and Over Tap	<u>same</u>

TERMS OF PAYMENT - Full payment in advance.

Note: System Capacity Charge \$100.00

Effective Date: May 16, 1985

W. J. Litz, Treasurer

Florida Public Service Commission

**APPROVED**

Authority No. WS 85-84

JUN 21 1985



DIRECTOR, WATER & SEWER DEPT.

DOCKET NUMBER 840377-W4

ORDER NUMBER 14376

NAME OF COMPANY TANGERINE WATER CO., INC.

ORIGINAL SHEET No. 21.0

INDEX OF STANDARD FORMS

	<u>SHEET NUMBER</u>
CONSUMER'S GUARANTEE DEPOSIT RECEIPT. . . . .	22.0
APPLICATION FOR WATER SERVICE . . . . .	23.0
APPLICATION FOR METER INSTALLATION. . . . .	24.0
COPY OF CUSTOMER'S BILL . . . . .	25.0
MAIN EXTENSION POLICY . . . . .	26.0

G.A. JAILLET, PRES.

Florida Public Service Commission

**APPROVED**

Order No. WS-292

- MAY 20 1975

*John L. Boyles*

DIRECTOR, WATER & SEWER

NAME OF COMPANY

TAMERINE WATER CO., INC.

ORIGINAL SHEET No. 22.0

NOT APPLICABLE

CONSUMER'S GUARANTEE DEPOSIT RECEIPT

G.A. JAILLET, PRES.



Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John R. Boyle*

DIRECTOR, WATER & SEWER

TANGERINE WATER COMPANY

P. O. Box 304

Tangerine, Florida 32777

Date \_\_\_\_\_

APPLICATION FOR METER AND WATER SERVICE

I, \_\_\_\_\_ do hereby make application  
for water service from the Tangerine Water Company.

I will require service on (date) \_\_\_\_\_.

At the following location \_\_\_\_\_

I hereby apply for water under one of the following.

ONE METER - One unit.

Connection charge of \$ \_\_\_\_\_ is required in advance payment.

ONE MASTER METER, \_\_\_\_\_ UNITS.

Connection charge of \$ \_\_\_\_\_ Plus \$ \_\_\_\_\_ for each unit.

Total of \$ \_\_\_\_\_ required in advance payment.

REQUEST WATER TURN ON.

Turn on charge of \$ \_\_\_\_\_ required in advance payment.

\_\_\_\_\_  
(Signature)

APPROVED BY \_\_\_\_\_  
date \_\_\_\_\_

Florida Public Service Commission

**APPROVED**

Order No. WS-295

MAY 20 1975

*John R. Boyle*

DIRECTOR, WATER & SEWER

NAME OF COMPANY TANGERINE WATER CO., INC.

ORIGINAL SHEET No. 23.0

APPLICATION FOR WATER SERVICE

G.A. JAILLET, PRES.

Florida Public Service Commission

APPROVED

Order No. WS-297

MAY 20 1975

*John R. Boyle*

DIRECTOR, WATER & SEWER

NOT APPLICABLE

APPLICATION FOR METER INSTALLATION.

Florida Public Service Commission

**APPROVED**

Order No. WS-292

MAY 20 1975

*John L. Boyles*

DIRECTOR, WATER & SEWER

NAME OF COMPANY TANGERINE WATER CO., INC.

ORIGINAL SHEET No. 25.0

TANGERINE WATER CO., INC.

P.O. BOX 304  
TANGERINE, FLORIDA 32777

DATE \_\_\_\_\_

METER READ \_\_\_\_\_ READING \_\_\_\_\_

WATER CONSUMED \_\_\_\_\_ GALS.

AMOUNT DUE \_\_\_\_\_

\_\_\_\_\_  
SECRETARY

RESIDENTIAL RATES PER SIX MONTHS

MINIMUM CHARGE FOR 22,000 GALS. --- \$ 12.50  
ALL OVER 22,000 Gals. ----- .25 Per M

BILLS DUE WHEN RECEIVED  
PAST DUE WITH PENALTY AFTER 30 DAYS

THANK YOU!

G. H. JAILLET, PRES.



Florida Public Service Commission

**APPROVED**

Order No. WS. 292

MAY 20 1975

*John L. Boyle*

DIRECTOR, WATER & SEWER

NAME OF COMPANY TANGERINE WATER CO., INC.

ORIGINAL SHEET No. 26.0

MAIN EXTENSION POLICY

Service is provided as requested by customers within Water company territory.

Mains are installed at the expense of the Water company and remain the property of the Water Company.

Schedule V  
Prepaid Service Availability Fees

Tangerine Water Company received a grant of easement (Exhibit 3) from Atkins with the understanding that the service availability fee would be waived for two unmetered lots. Copies of correspondence from TWC to FPSC dated June 15, 1999; from TWC to Atkins dated June 15, 1999; and from FPSC to TWC dated May 11, 1999 describe the circumstances surrounding this waiver.

Tangerine Water Co., Inc.  
P. O. Box 304  
Tangerine, FL 32757

June 15, 1999

Public Service Commission  
Division of Water & Wastewater  
Capital Circle Office Center  
2540 Shumard Oak Blvd  
Tallahassee, FL 32399-0850

Dear Mr. Casey:

In compliance with your letter of 5/11/99 concerning an agreement between this company & Mr. & Mrs. Lloyd M. Atkins, Jr., I have enclosed a copy of a letter sent to the Atkins after receipt of the Grant of Easement from them, copy attached.

I assume our letter summarizes the agreements made at the 5/5/99 meeting and covers the points outlined in your letter. The \$100 system capacity fee refund check accompanied the letter to the Atkins.

We appreciate your efforts in negotiating this agreement.

Sincerely,



Robert H. Cardinell  
Board member

Encl

Tangerine Water Co., Inc.  
P. O Box 304  
Tangerine, FL 32777

June 15, 1999

Mr. & Mrs. Lloyd M. Atkins, Jr.  
196 West 5th Avenue  
Mount Dora, FL 32757

Dear Mr. & Mrs. Atkins:

This is in regards to the 5/11/99 letter from the Florida Public Service Commission and your subsequent grant of an easement on 5/21/99 to the Tangerine Water Company for a 10' right of way access to four lots in the 5000 block between Huron & Oak streets in Tangerine as described in your easement.

In compliance with both referenced documents, the Tangerine Water Company, Inc:

1. Accepts ownership of the water lines installed by Mr. Atkins to service the four lots (9-12 & 19-22) in Block 4, Tangerine Miscellaneous Book 3, page 599, Public Records of Orange County, Florida and along the 10' easement so described.

2. The Tangerine Water Company is waiving the serviceability fee for the remaining two lots 9-12 and is refunding the \$100 system capacity fee paid for a third lot (check enclosed).

Please note, when the two remaining unmetered lots require water service, the then existing meter installation fee will be required.

I trust the above summarizes the agreement discussed on 5/5/99 & meets with your approval.

In the future, a developer agreement in writing will be required if you desire to develop additional property in the Tangerine service area.

Sincerely,



R. Gregory Hathaway  
President

Enclosure

Copy: Public Service Commission,  
Div of Water & Wastewater

STATE OF FLORIDA

Rec'd  
5/13/99  
AH

Commissioners:  
JOE GARCIA, CHAIRMAN  
J. TERRY DEASON  
SUSAN F. CLARK  
JULIA L. JOHNSON  
E. LEON JACOBS, JR.



DIVISION OF WATER & WASTEWATER  
CHARLES H. HILL  
DIRECTOR  
(850) 413-6900

## Public Service Commission

May 11, 1999

Ms. Connie L. Hurlburt  
Tangerine Water Company, Inc.  
P.O. Box 304  
Tangerine, Florida 32777

Mr. Lloyd M. Atkins, Jr.  
196 West 5th Avenue  
Mount Dora, Florida 32757

**Re: Service provided by Tangerine Water Company, Inc.**

Dear Ms. Hurlburt & Mr. Atkins:

Thank you for attending the May 5th, 3:00 pm meeting with staff to discuss the utility service provided to Mr. Atkin's four lots. We believe an informal meeting such as we had is advantageous to all concerned. I would like to summarize the agreements which were made by both parties at the meeting:

- 1) Mr. Atkins will turn ownership of the water lines which he installed over to the utility.
- 2) Mr. Atkins will provide a legal 10 foot easement where the water lines are installed. (Please refer to the attached copy of Rule 25-30.320(2)(f), Florida Administrative Code, which authorizes the utility to discontinue service if "reasonable access" is not provided for the purpose of reading meters or inspection and maintenance of the utility property.)
- 3) The utility will waive the service availability fee for Mr. Atkin's two remaining lots.
- 4) The utility will refund the \$100 system capacity fee paid by Mr. Atkins for a third lot.
- 5) This agreement does not relieve Mr. Atkins from paying a meter installation fee (which may change in the utility's current rate case) for each of the two unmetered remaining lots.

Once Mr. Atkins turns ownership of the lines over to the utility and provides the 10 foot easement, the utility will provide Mr. Atkins with a \$100 refund for the system capacity fee which

Ms. Connie L. Hurlburt  
Mr. Buddy Atkins  
Page 2  
May 7, 1999

was paid for the third lot, and provide a written statement that the utility will waive the service availability charge for Mr. Atkins two remaining lots. These items should be completed within 60 days of the date of this letter. The Commission should be provided with any correspondence concerning this arrangement.

All future service between a developer and the utility should be spelled out in a developer agreement, which is a **written** agreement setting forth in detail the terms and conditions under which a utility will render service to a developer's property.

If you have any questions, or if I can be of any assistance in consummating this settlement, please contact me at (850) 413-6974. Again, thank you for taking the time to meet with staff and work out this arrangement. I believe both parties will benefit from this agreement.

Sincerely,



Robert J. Casey  
Professional Accountant Specialist

RJC

Attachment

cc: Division of Water and Wastewater (Hill, Willis, Rendell, Chu, Davis, Bethea, Golden)  
Division of Legal Services (Clemmons)

[SCHEDULE W  
Existing Agreements, Contracts, or Commitments]

The only existing agreement is with the Florida Department of Transportation for pending work in 2000 for certain resurfacing of S.R. 500 (US 441) from CR 437 to .01 mile north of Dudley Avenue. This minor resurfacing of road accesses should have no effect upon the two 2½" water lines under SR 500 which are 6' underground.





Florida Department of Transportation

JEB BUSH  
GOVERNOR

THOMAS F. BARRY, JR.  
SECRETARY

Orlando Construction  
Room 202  
5151 Adanson Street  
Orlando, Florida 32804

August 17, 1999

Certified Mail  
Return Receipt # 3 283 908 430

L. Dwyer  
Tangerine Water Company  
P.O. Box 304  
Tangerine, Fl. 32777

M. Hannweber  
TECO Peoples Gas  
600 W. Robinson St.  
Orlando, Fl. 32801

F. Crabtree  
Lake Apopka Natural Gas  
P.O. Box 771275  
Winter Garden, Fl. 34777

P. King  
Time Warner Cable  
844 Maguire Road  
Ocoee, Fl. 34761

J. Mastrogiacomo  
Florida Power  
275 Ponkan Road  
Apopka, Fl. 32712

R. Gruenbaum  
Florida Power-MC MT 4a  
2600 Lake Lucien-400  
Maitland, Fl. 32751-7234

D. Van Cleave  
Sprint Florida  
P.O. Box 490048  
Leesburg, Fl. 34749-0048



RE: SR 500 Orange Blossom Trail, Plymouth to Tangerine-resurface

FN: 239520  
WPI: 5114856  
Project: 75020-3514  
County: Orange

Plan Status: URS Distribution  
Forecast Start: May 2000



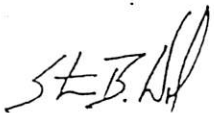
Utility Owners:

Attached is a copy of all approved Utility Relocation Schedules associated with the above described undertaking, which is scheduled to be LET in January 2000. These schedules indicate no relocation is required by any utility to accommodate our project.

Please submit any FDOT permit applications to this office, at the above address, for the placement or reconfiguration of any of your organizations facilities, in the project limits, through the completion of our project. Because no utility work is forecast, we do not plan to hold a Utility Conference in advance of our Preconstruction Conference, unless requested to do so by any interested party.

If you have any questions or require additional information please contact our Construction Project Engineer, S. Jagtap, our FDOT Permit Coordinator, D. Carmer, our Resident Utility Engineer, E. Cabarga, or myself, at (407) 623-1242.

Sincerely,



S. Wigle  
Resident Engineer

CC: R. Newsome, R. Schmitt, E. Cabarga, B. Eubank, S. Jagtap, D. Carmer

Attachments

EDC

239520L



Florida Department of Transportation

719 S. Woodland Blvd MS 2-546  
DeLand, FL 32720-6834  
Fax (904) 736-5045

JEB BUSH  
GOVERNOR

THOMAS F. BARRY, JR.  
SECRETARY

April 28, 1999

Mr. Leonard Dwyer  
General Manager  
Tangerine Water Company  
P. O. Box 304  
Tangerine, FL 32777

Re: **FIN PROJ ID** 239520 1  
WP# 5114856  
County Orange  
State Road 500  
Document #1  
FAP# 3993 043 P  
From CR 437 to 0.1 mi North of Dudley Ave

Dear Mr. Dwyer :

Enclosed is the Relocation Agreement and supporting documents for the above referenced project that have been approved by the Department.

In the event that your facilities become involved, relocation must be performed in accordance with Department regulations. Relocation of utilities in advance of highway construction is to be encouraged, as covered by the terms of this Agreement.

**Your company is required to give written notice to the Resident/Project Engineer, which should be received in his office 48 hours prior to beginning work on the referenced project.**

You will be notified of the Pre-Construction Conference by the Project Engineer for the purpose of coordinating your utility facilities with that of the projects construction.

If you need further assistance, please contact the District Utility Manager, Robert Ache at (904) 943-5256.

Sincerely,

Staci L. Nester  
District Utility  
Compliance Coordinator

SLN/jlr

Attachment: Relocation Schedule & Relocation Agreement  
cc: District Construction Engineer w/Relocation Schedule  
Attn: Peeri Pappas, Scheduling Engineer **MS 3-506**  
P.E. File

FPN#		COUNTY	STATE ROAD	DOC. #	FAP #
239520	1	ORANGE	500	1	3993 043 P

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of MARCH, 1999, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and THE TRAFFIC UTILITIES, INC., with its principal place of business in the City of TANKEVILLE, County of ORANGE, State of FLORIDA, hereinafter referred to as UTILITY OWNER.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the State Highway System designated by the DEPARTMENT as State Project No. 239520.1, Road No. 500 from CR 437 to 0.1mi. North of Dudley Avenue, hereinafter referred to as the "Project", which shall call for the location (vertically and horizontally), protection and/or relocation and adjustment of the UTILITY OWNER's facilities on said Project, hereinafter referred to as "Relocation Work"; and

WHEREAS, the plans for the said construction, reconstruction or other changes to be made have been reviewed by the DEPARTMENT and the UTILITY OWNER,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by the parties as follows:

1. The UTILITY OWNER shall make or cause to be made all arrangements for this Relocation Work at its own expense and in accordance with the plans, designs and specifications of the DEPARTMENT for the construction or reconstruction of the Project and the provisions of the DEPARTMENT's current Utility Accommodation Manual, which, by reference, is made a part of this Agreement.
2. The UTILITY OWNER shall perform all Relocation Work so as to cause no delay to the DEPARTMENT or its contractor in the prosecution of the Project, and all such Relocation Work shall be done under the direction of the DEPARTMENT's engineer. The UTILITY OWNER agrees that it will be directly responsible for any legal claims that the Project contractor may initiate due to delays caused by the Relocation Work; provided, however, the UTILITY OWNER shall not be responsible for delays beyond its control.
3. The UTILITY OWNER agrees to locate (vertically and horizontally), and protect its facilities throughout the Projects life. The UTILITY OWNER also agrees to relocate its facilities upon the DEPARTMENT's right-of-way according to the terms of the relocation schedule and the DEPARTMENT's utility permit.
4. The UTILITY OWNER accepts sole responsibility for obtaining all Federal and/or State permits required for this Relocation work.
5. The UTILITY OWNER shall perform all such Relocation Work either with its own forces or by a contractor paid under a contract let by the UTILITY OWNER and under the direction of the DEPARTMENT's engineer. The UTILITY OWNER shall neither proceed with prosecution of the Relocation Work with its own forces nor let a contract of such Relocation Work until it has received the DEPARTMENT's written authority to proceed.
6. The UTILITY OWNER shall maintain the Relocation Work in good repair in accordance with the DEPARTMENT's current Utility Accommodation Manual.
7. The DEPARTMENT shall furnish the UTILITY OWNER with all necessary construction plans that are required by the UTILITY OWNER to facilitate the Relocation Work. The UTILITY OWNER's plans, maps, or sketches showing the Relocation Work are made a part hereof by reference.

8. To the extent provided by law, the UTILITY OWNER shall indemnify, defend, save harmless and exonerate the DEPARTMENT, its officers, agents and employees of and from all liability, claim, loss, damage, cost, charge, expense and demands arising out of the Relocation Work undertaken by the UTILITY OWNER, its employees, agents, representatives, or subcontractors due in whole, or in part to conditions, actions, or omissions done or committed by the UTILITY OWNER, subcontractors, employees, agents or representatives. It is specifically understood and agreed that this indemnification does not cover or indemnify the DEPARTMENT for its own negligence or breach of contract.

9. The UTILITY OWNER shall inform the DEPARTMENT's engineer in writing when it starts, stops, resumes and finishes the Relocation Work.

10. This agreement shall remain in full force until cancelled, and may be cancelled by either party upon (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

UTILITY: TANGERINE WATER COMPANY

BY: *R. Joseph Datt*  
(Title: PRESIDENT)

DATE: 3/25/99  
(SEAL)

ATTEST(s): *[Signature]*  
(Title: Secretary)

Recommend Approval by the District Utility Office

BY: *Joseph R. Newland for W.P. Richards*

DATE: 3-30-99

FDOT Approved as to Form and Legality

BY: *[Signature]*  
District General Counsel

DATE: 3-31-99

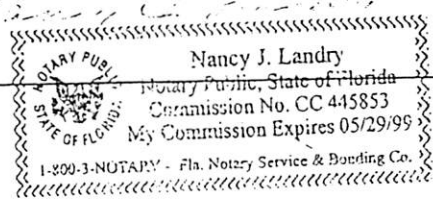
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: *[Signature]*  
(Title: District Director of Production)

DATE: 3-31-99

ATTEST(s): *[Signature]*  
(Title: \_\_\_\_\_)

(SEAL)



RESOLUTION  
UTILITY AGREEMENT

FIN PROJ ID		COUNTY	S.R.#	DOCUMENT #	FAP #
239520	1	ORANGE	500	1	3993.043 P

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the "FDOT", proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the "Project"; and

WHEREAS, in order for the FDOT to proceed with the Project, it is necessary for Tangerine Water Company, hereinafter referred to as the "UAO", to execute and deliver to the FDOT the agreement identified as Utility Relocation Agreement, hereinafter referred to as the "Agreement";

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That (Name) R. G. ATHAWAY, (Title) PRESIDENT be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the FDOT along with the executed Agreement.

ON MOTION of R. CARDINELL, seconded by D. KELLENBERGER, the above resolution was introduced and passed by the UAO on the 25 day of MARCH, 1999.

NAME: [Signature]

Title: SECRETARY

ATTEST: [Signature]

Title: DIRECTOR

FIN PROJ ID		COUNTY	S.R.#	FAP NO.	DOC NO.
239520	1	ORANGE	500	3993 043 P	1

UTILITY AGENCY/OWNER

TANGERINE WATER COMPANY

A. Summary of Relocation And Execution

<u>NON-CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>	<u>CONSTRUCTION ITEMS</u>	<u>ESTIMATED CALENDAR DAYS</u>
Preliminary	N/A	Prior to FDOT Project Construction	N/A
Material Procurement		During FDOT Project Construction	
Right-of-Way Acquisition			
Other			

This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the Florida Department of Transportation (FDOT), the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this FDOT project. The following data is based on FDOT preliminary construction plans dated 3/16/99. Any deviation by the FDOT or its contractor from the plans, as provided, may render this relocation schedule null and void. Upon notification by FDOT of such change, this utility may require additional days for assessment and negotiation of a new relocation schedule. This UAO is not responsible for events beyond the control of the UAO that could not reasonably be anticipated by the UAO and which could not be avoided by the UAO with the exercise of due diligence at the time of the occurrence. The UAO agrees to notify the Department in writing prior to starting, stopping, resuming, or completing work.

During the project, the UAO shall locate their facilities within 48 hours of notice to their Representative Dennis Kellenberger, Telephone Number (352) 383-3057.

This UAO's Field Representative is D. Kellenberger, Telephone Number (352) 383-3057.

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".

Authorized Utility Agent:

R. Gregory Hathaway  
(Signature)

(Date) 3/25/99

R. Gregory Hathaway  
(Printed Name)

President  
(Title)

Acceptance by District Utilities:

William Richards 3/26/99  
(Signature) (Date)

W.P. RICHARDS, P.E.  
(Printed Name)

DISTRICT UTILITY ENGINEER  
(Title)

FIN PROJ ID				COUNTY	S.R.#	FAP NO.	DOC NO.
239520	-1			ORANGE	500	3993 043 P	1
UTILITY AGENCY/OWNER							
TANGERINE WATER COMPANY							
C.	Disposition of Facilities (List All Existing & Proposed) on Project:						
UTILITY FACILITIES by TYPE/ SIZE/ MATERIAL/ OFFSET TO BASELINE FROM STA TO STA				DESCRIPTION OF UTILITY WORK	DEPENDENT ACTIVITIES	M.O.T. PHASE NUMBER	CONSECUTIVE CALENDAR DAYS
Water main 2½" galvanized Station 349 + 0 (lat)				None	None	1	0
Water main 2½" galvanized Station 343 + 0 (lat)				None	None	1	0





Florida Department of Transportation

719 S. Woodland Blvd MS 2-546  
DeLand, FL 32720-6834  
Fax (904) 736-5045

JEB BUSH  
GOVERNOR

THOMAS F. BARRY, JR.  
SECRETARY

December 2, 1999

Mr. Leonard Dwyer  
General Manager  
Tangerine Water Company  
P. O. Box 304  
Tangerine, FL 32777

Utility Adjustments - Notice to Relocate  
State Statutes Chapter 337.401 & 337.403

Re: **FIN PROJ ID**      **239520 1**  
    **WP#**                **5114856**  
    **County**            **Orange**  
    **State Road**        **500**  
    **Document**         **#1**  
    **FAP#**               **3993 043 P**  
    **From CR 437 to 0.1 mi North of Dudley Ave**

Dear Mr. Dwyer:

It is our desire to promote a high degree of liaison between our respective Agencies and to coordinate to the fullest extent the planning and adjustment of utility facilities involved with the construction of our Roadway Program.

Therefore, I am enclosing a copy of the Department's "Notice to Contractors" listing the projects scheduled for the next letting date. Your Company/Agency will be concerned with one or more projects appearing on this notice, and this list should be helpful in scheduling your work assignments. I trust that all necessary action to expedite adjustment of your facilities has been initiated in agreement with the previous "Relocation Notice" and governing State Statutes.

Under normal conditions you may expect construction to begin within 40 to 60 days following this advertisement. Your Company/Agency will be notified, prior to construction, for a joint conference with representatives of the Contractor and the Department to discuss the necessary steps for the orderly adjustment of involved utilities.

Sincerely,

Staci L. Nester  
District Utility  
Compliance Coordinator

SLN/jlr  
Attachment: Notice

BID SOLICITATION NOTICE  
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

DEC 1 1999

CONSTRUCTION AND MAINTENANCE PROGRAMS

Tallahassee, Florida  
December 2, 1999  
Advertisement No. 1

Sealed bids for work included in this notice will be received at any of the following Florida Department of Transportation locations until 10:30 A.M. (Eastern Time) on Wednesday, January 26, 2000.

<u>Location</u>	<u>Address</u>	<u>City</u>	<u>Room Number</u>
Central Office	605 Suwannee Street	Tallahassee	Contracts Administration (Rm. 60) Mail Room or DOT Auditorium
District 1	801 N. Broadway	Bartow	Rm. 3093, 3rd Floor
Ft. Myers SW Area Office	2295 Victoria Avenue	Ft. Myers	SW Area Office, Suite 292K
District 2	1636 Lake Jeffery Road	Lake City	Purchasing, 2nd Floor
Jacksonville Urban Office	2250 Irene Street	Jacksonville	Office Services
District 3	1074 US Highway 90	Chipley	Procurement Services Office, Rm. 250
Pensacola	1651 East Nine Mile Road	Pensacola	Maintenance/Construction Office Conference Room
District 4	3400 W. Commercial Blvd.	Ft. Lauderdale	Professional Services & Procurement, 1st Floor
District 5	719 S. Woodland Blvd.	Deland	Purchasing, 4th Floor, Rm. 4C31
District 6	1000 N.W. 111th Ave.	Miami	1st Floor - Rm. 6107
District 7	11201 N. McKinley Dr.	Tampa	District Contracts Office, Rm. B300

Bidders submitting bids in one of the District locations will also submit a form showing the bid total, project number and firm name. This information will be read in Tallahassee on Wednesday in conjunction with the bids received in Tallahassee. Bids submitted for the subject letting must be received by 10:30 A.M., January 25, 2000 at any of the above referenced locations. Bid totals for each bid submitted, regardless of location submitted, will be read aloud at 11:15 A.M., January 26, 2000 in the DOT Auditorium Tallahassee, Florida. The sealed bids received in the District locations will be publicly opened on Thursday, January 27, 2000 at 10:00 A.M., in Room 60 of the DOT Building in Tallahassee. If the bid amount is greater than \$250,000.00, the Contractor must be prequalified as required by Florida Statute 337.14(1) and Rule Chapter 14-22.

The **DISADVANTAGED BUSINESS ENTERPRISE** goals, if applicable, for these projects are shown along with the length and description in this Bid Solicitation Notice. Please check the special provisions for instructions for submission of DBE Affirmative Action Plan.

—NOTE—

Proposal Forms will not be issued after 10:30 A.M. (Eastern Time) on Tuesday, January 25, 2000.

Bidders are hereby notified that all bids on any of the following projects are likely to be rejected if the lowest responsive bid received exceeds the engineer's estimate by more than ten percent (10%). In the event any of the bids are rejected for this reason, the project may be deferred for re-advertising for bids until such time that a more competitive situation exists. In addition, award of all federally funded projects will be subject to Federal Highway Administration concurrence.

(OVER)

Pursuant to DOT Rule 14-25 and Section 337.11, Florida Statutes, any person adversely affected by a bid solicitation shall file both a notice of protest and bond within 72 hours of the receipt of the bid documents, and shall file a formal written protest within ten days after filing the notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Any person who files a notice of protest as to a bid solicitation pursuant to this rule shall post with the Department, at the time of filing the notice of protest, a bond payable to the Department in the following amounts: For an action protesting a bid solicitation that requires qualification of bidders, the Bond shall be \$5,000. For an action protesting a bid solicitation for which bidders are not required to be prequalified by the Department to be eligible to bid, the bond shall be \$2,500. The required notice of protest, bond and formal protest must each be timely filed with the Clerk of Agency Proceedings, Florida Department of Transportation, Mail Station 58, Room 550, 605 Suwannee Street, Tallahassee, Florida 32399-0458. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**\*\* NOTE:** A contractor must be prequalified in accordance with Rule Chapter 14-22 on the date of the letting in order to submit a bid in excess of \$250,000.00. However, any bid in excess of \$250,000.00, submitted by a contractor which is not prequalified in accordance with Rule Chapter 14-22 on the date of the letting, shall be declared "IRREGULAR" and will be REJECTED.

In order for the Department to have the information required to determine a bidder's current capacity, it is necessary that the bidder submit on the day of the letting, a Certification of Current Capacity that shall be executed under oath and be accompanied and supported by a Status of Contracts on Hand Report. These documents must be included in at least one proposal for each letting that the contractor submits bids. Failure to submit these documents may result in a determination that all bids submitted by the contractor for that letting are non-responsive or irregular and not to be considered.

Orders for these documents should be directed to the Manager, Contracts Administration Office, Mail Station 55, Room 60, Florida Department of Transportation, 605 Suwannee Street, Tallahassee, Florida 32399-0455, Phone: (850) 414-4000. Checks should be made payable to the State of Florida Department of Transportation. Contractors with Escrow Accounts or those that want to charge to a credit card (Visa, Mastercard and Discover accepted) can FAX orders to (850) 922-6017 by using a DOT FAX Form or include the same information on company letterhead. No refund will be made. The right is reserved to reject any or all bids. \*Florida Sales Tax of Seven percent (7%) must be paid on the above purchases of Plans, Special Provisions and/or Bid Documents, except for those purchases mailed or shipped to an out-of-state address.

A Proposal Guaranty of not less than five percent (5%) of the total actual bid in the form of either a certified check, cashier's check, trust company treasurer's check, bank draft of any national or state bank, or a Surety Bid Bond made payable to the Florida Department of Transportation must accompany each bid in excess of \$150,000.00. A check or draft in an amount less than five percent (5%) of the actual bid will invalidate the bid. Bid Bonds shall conform to DOT Form 375-020-09 furnished with the Proposal.

The Department will accept legible facsimile (fax) proposal revisions pursuant to the project specifications at Fax No. 850/922-6017, if received in full by 10:30 A.M. (Eastern Time) on the day of the letting. A faxed proposal revision will not be considered if received at a different fax number.

Wage Rates: Pursuant to the Fair Labor Standards Act, the Minimum Wage Rates for the project(s) included in this Notice shall be \$5.15 per hour.

The State of Florida Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation. Further, the Florida Department of Transportation will not discriminate against bidders on the basis of race, color, gender, religion, national origin, age, disability or marital status in consideration for an award.

All work is to be done in accordance with the Plans, Specifications, and Special Provisions of the State of Florida Department of Transportation.

The following statement shall be included in all bids submitted to the Department: "By signing and submitting this proposal, we/I certify that no principal (which includes officers, directors or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency."

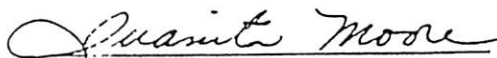
(OVER)

Unless otherwise notified in writing, the Summary of Bids will be posted with the Clerk of Agency Proceedings, Florida Department of Transportation, 605 Suwannee Street, Mail Station 58, Room 550, Tallahassee, Florida 32399-0458, on February 17, 2000 or March 6, 2000. By calling the Clerk of Agency Proceedings, Florida Department of Transportation, (850) 414-5393, during each posting period, information concerning the posted projects can be obtained. The posting will provide notice of the Department's intent to award a contract or reject all bids. The Department's Notice of Intent regarding a project will be posted on only one of the alternate posting dates. Bidders are solely responsible for timely monitoring or otherwise verifying on which of the specified alternate posting dates the posting of award or rejection of all bids actually occurs. Any person adversely affected by the intended decision of the Department to award a contract or to reject all bids shall file both a notice of protest and bond within 72 hours after the posting of the Summary of Bids. If notice of intended decision is given by certified mail or express delivery, the adversely affected person must file both the notice of protest and bond within 72 hours after receipt of the notice of intent. A formal written protest must be filed within ten days after filing the notice of protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Any person who files a notice of protest as to a notice of intent to reject all bids or to award a contract pursuant to this section shall post with the Department, at the time of filing the notice of protest, a bond payable to the Department in the following amounts: For an action protesting a bid rejection or contract award that requires qualification of bidders, the bond shall be equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. For an action protesting a bid solicitation, bid rejection, or contract award that does not require qualification of bidders, the bond shall be \$2,500. All protests must be submitted in accordance with Section 337.11, Florida Statutes and DOT Rule 14-25. The required notice of protest, bond and formal protest must each be timely filed with the Clerk of Agency Proceedings, Florida Department of Transportation, 605 Suwannee Street, Mail Station 58, Room 550, Tallahassee, Florida 32399-0458. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

A protest is not timely filed unless the notice of protest, bond, and the formal protest are each received by the Clerk of Agency Proceedings within the required time limits. A protest which is filed prematurely will be deemed abandoned unless timely renewed.

Interested parties can visit our Internet web site at <http://www.dot.state.fl.us> (Doing Business with The Department - Contracts Administration); information regarding projects posted with the Clerk of Agency Proceedings, proposal holders, plan and special provisions holders, unofficial letting results, and other noteworthy information is provided on this web site. Please note these listings are confidential, per 337.168, Florida Statutes, two working days prior to the deadline for obtaining bid documents. FOR INQUIRY ON PLANS SHIPPING PLEASE CALL (850) 414-4050.

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

  
Juanita Moore, Manager  
Contracts Administration Office

#### NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

FINPROJ NO.: 139520-1-52-01  
 FED AID NO.: 3993 043 P

\*\*\* SR 500 \*\*\* US 441

MANAGING DISTRICT C

COUNTY: ORANGE

LIMITS FROM: CR 437  
 TO: A POINT NORTH OF DUDLEY AVENUE  
 WORK MIX: RESURFACING

TOTAL ROADWAY KILOMETERS: 11.284  
 TOTAL BRIDGE KILOMETERS: 0  
 GROSS PROJ. KILOMETERS: 11.284

CONST. DAYS: 180  
 LETTING DATE: 01/26/00

BUDGET ESTIMATE: \$2,145,939.00

PLANS/PROPOSAL OR SPEC. COST \$ 40.00  
 (PLUS TAX FOR INSTATE DELIVERY)

FLEXIBLE START

ITEM NO.	ALT.	DESCRIPTION	UNIT	FA/NFA QUANTITY
<<<<<< ROADWAY BID ITEMS >>>>>>				
1101	1	MOBILIZATION	LS	
2102	1	MAINTENANCE OF TRAFFIC (239520-1-52-01)	LS	1.00
2102	10	OFF-DUTY LAW ENFORCEMENT OFFICER (239520-1-52-01)		1.00
2102	60	WORK ZONE SIGNS	HR	1,440.00
2102	74	BARRICADE (TEMPORARY) (TYPES I, II, VP & DRUM)	ED	23,400.00
2102	76	PANELS ARROW ADVANCE WARNING	ED	13,320.00
2102	77	HIGH INTENSITY FLASHING LIGHTS (TEMP - TYPE B)	ED	360.00
2102	99	SIGN VARIABLE MESSAGE (TEMPORARY)	ED	10,980.00
2104	4	MOWING	ED	360.00
2110	1	CLEARING AND GRUBBING	HA	144.50
			LS	
2110	4	PAVEMENT REMOVAL OF EXISTING CONCRETE (239520-1-52-01)		1.00
2120	2	EXCAVATION BORROW (TRUCK MEASURE)	M2	6,181.00
2120	71	REGULAR EXCAVATION (3-R PROJECTS ONLY)	M3	43.00
			LS	
2235712		BASE OPTIONAL (239520-1-52-01)		1.00
2300	1	BITUMINOUS MATERIAL (BASE GROUP M12)	M2	1,312.00
2300	1	BITUMINOUS MATERIAL (PRIME COAT)	LI	1,271.00
2300	1	BITUMINOUS MATERIAL (TACK COAT)	LI	9,239.00
2327	70040	MILLING EXISTING ASPHALT PAVT (40MM AVG DEPTH)	LI	9,239.00
2334	1	SUPERPAVE ASPHALTIC CONC (TRAFFIC 4)	M2	37,375.00
2337	7	ASPH CONC FRICTION COURSE (INC RUBBER) (FC-5)	MT	2,127.40
2337	7	ASPH CONC FRICTION COURSE (INC RUBBER) (FC-6)	MT	467.90
2350	72	CLEANING & RESEALING JOINTS	MT	541.90
2350	78	CLEANING AND SEALING RANDOM CRACKS	M1	33,900.00
2352	70	GRINDING CONCRETE PAVEMENT	M1	1,467.00
2353	70	CONC PAVT SLAB REPLACEMENT	M2	73,152.00
2354	70	PATCHING PORTLAND CEMENT CONCRETE PAVEMENT	M3	1,236.20
2570	5	FERTILIZER	M2	176.00
2570	9	WATER FOR GRASSING	MT	1.30
2575	1	SODDING (ARGENTIA BAHIA)	KL	393.00
2999	25	INITIAL CONTINGENCY AMOUNT (DO NOT BID)	M2	14,020.00
			LS	
(239520-1-52-01)				
<<<<<< SIGNALIZATION BID ITEMS >>>>>>				
2620	1	GROUNDING (FURNISH & INSTALL)	M1	15.20
(CONTINUED ON NEXT PAGE)				

## STATE FINPROJ JOB NO 239520-1-52-01

2630	1	12	CONDUIT (FURNISH & INSTALL) (UNDERGROUND)	M1	135.20
2630	1	14	CONDUIT (FURNISH & INSTALL) (UNDERGROUND - JACKED)	M1	9.10
2635	1	11	PULL & JUNCTION BOXES (F&I) (PULL BOX)	EA	3.00
2660	2102		LOOP ASSEMBLY (F&I) (TYPE B)	AS	24.00
2660	2106		LOOP ASSEMBLY (F&I) (TYPE F)	AS	12.00
2660	70122		LOOP SPEED CLAS ASSEM(F&I) (2 LOOP PER LN) (2 LANE)	AS	6.00
2668	13		DETECTOR CABINET (F&I) (TYPE III) ( 800X500X350)	EA	1.00
<<<<<< SIGNING BID ITEMS >>>>>>					
2700	40	1	SIGN SINGLE POST (< 1.25)	AS	95.00
2700	40	2	SIGN SINGLE POST (1.25 OR GREATER)	AS	7.00
2700	46	11	SIGN EXISTING (REMOVAL) (SINGLE POST)	AS	29.00
2700	48	58	SIGN PANEL (REPLACE) ( 1.75 OR LESS)	EA	2.00
2705	2		DELINEATOR DOUBLE UNIT	EA	73.00
2706	3		RETRO-REFLECTIVE PAVEMENT MARKERS	EA	4,701.00
2710	6		DIRECTIONAL ARROW (PAINTED)	EA	152.00
2710	7		PAVEMENT MESSAGE, PAINTED	EA	6.00
2710	21		TRAFFIC STRIPE SKIP (WHITE/BLACK/BLUE)	GK	33.40
2710	23	61	TRAFFIC STRIPE SOLID (WHITE/BLACK/BLUE 150MM)	NK	27.60
2710	24	61	TRAFFIC STRIPE SOLID (YELLOW) (150MM)	NK	27.20
2710	25	61	TRAFFIC STRIPE SOLID (WHITE/BLACK/BLUE 200MM)	M1	229.40
2710	25181		TRAFFIC STRIPE SOLID (WHITE/BLACK/BLUE 450MM)	M1	64.80
2710	25241		TRAFFIC STRIPE SOLID (WHITE/BLACK/BLUE 600MM)	M1	503.20
2710	26181		TRAFFIC STRIPE SOLID (YELLOW) (450MM)	M1	157.40
2710	27		TRAFFIC STRIPE SKIP (WHITE/BLACK/BLUE)	M1	737.70
2710	28		TRAFFIC STRIPE SKIP (YELLOW)	M1	4,227.40
2710	30		REFLECTIVE PAINT (ISLAND NOSE) (YELLOW)	M2	102.00

# Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

## 1992 ALTA Leasehold Owner's Policy

Leasehold Owner's Policy Number  
**138 - 00 - 018406**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested in the insured by reason of:
  - (a) unmarketability of the title;
  - (b) lack of a right of access to and from the land;
2. Any defect in or lien or encumbrance on the title;

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to:
  - (i) the occupancy, use, or enjoyment of the land;
  - (ii) the character, dimensions or location of any improvement now or hereafter erected on the land;
  - (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
  - (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or judgement or lien creditor.

**Lawyers Title  
Insurance Corporation**  
NATIONAL HEADQUARTERS  
RICHMOND, VIRGINIA

**SCHEDULE A**

**LEASEHOLD OWNER'S POLICY**

Case Number
1-9911037 072051/71658

Date of Policy
1/13/2000 at 03:12:33 p.m.

Amount of Insurance
\$165,000.00

Endorsements

Policy Number
138-00-018406

1. Name of Insured:

FLORIDA WATER SERVICES CORPORATION

2. The estate or interest in the land which is covered by this policy is the leasehold estate, as leasehold estate is defined in Section 1(h) of the Conditions and Stipulations of this policy, created by the instrument herein referred to as the Lease, which is identified as follows:

Lease Agreement by and between Tangerine Improvement Society, Lessor, and Tangerine Water Company, Lessee, dated January 4, 1945 and recorded on February 28, 1957, in Deed Book 205, Page 632, Public Records of Orange County, Florida, as extended by that certain Lease Extension Agreement between Tangerine Improvement Society, Lessor, and Tangerine Water Company, Lessee, dated December 21, 1999 and recorded on January 13, 2000 in Official Records Book 5923, Page 1028, Public Records of Orange County, Florida, and as assigned by that certain Assignment of Lease between Tangerine Water Company, Inc., Assignor, and Florida Water Services Corporation, Assignee and Lessor, dated December 30, 1999, and recorded January 13, 2000 in Official Records Book 5923, Page 1031, Public Records of Orange County, Florida.

3. The leasehold term insured is:

December 21, 1999 through January 1, 2099.

4. Title to the estate or interest in the land is vested in:

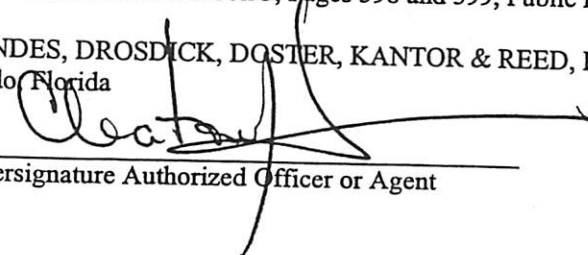
TANGERINE IMPROVEMENT SOCIETY, INCORPORATED, a non-profit corporation of the State of Fla as Trustee for the People of the Village of Tangerine, State of Fla. (as to Fee Simple estate)

FLORIDA SERVICES CORPORATION (as to Leasehold estate)

5. The land referred to in this Policy is described as follows:

Lots 23 and 24, Block 5, PLAT OF TANGERINE, according to the Plat thereof, as recorded in Miscellaneous Book 3, Pages 598 and 599, Public Records of Orange County, Florida.

LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.  
Orlando, Florida

By:   
Countersignature Authorized Officer or Agent



# Lawyers Title Insurance Corporation

## LEASEHOLD OWNER'S POLICY

Case Number
2-9911037 072051/71658

### Schedule B Exceptions From Coverage

Policy Number
138-00-018406

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes for the year 2000 and any taxes and assessments levied or assessed subsequent to the effective date hereof, and taxes or assessments which are not shown as existing liens by the public records.
2. Any state of facts which an accurate survey or a personal inspection of the premises might disclose, including easements and claims of easements not shown by the public records.
3. Possession of the premises by the Insured Leasehold Tenant.
4. Terms and conditions of Lease Agreement by and between Tangerine Improvement Society, Lessor, and Tangerine Water Company, Lessee, dated January 4, 1945 and recorded on February 28, 1957, in Deed Book 205, Page 632, Public Records of Orange County, Florida, as extended by that certain Lease Extension Agreement between Tangerine Improvement Society, Lessor, and Tangerine Water Company, Lessee, dated December 21, 1999 and recorded on January 13, 2000 in Official Records Book 5923, Page 1028, Public Records of Orange County, Florida, as assigned by that certain Assignment of Lease between Tangerine Water Company, Inc., Assignor, and Florida Water Services Corporation, Assignee and Lessor, dated December 30, 1999, and recorded January 13, 2000 in Official Records Book 5923, Page 1031, Public Records of Orange County, Florida.
5. Southwest Florida Water Management District Resolution No. 653, Realigning the Boundaries of The Oklawaha River Basin, recorded October 18, 1976, in Official Records Book 2735, Page 539, Public Records of Orange County, Florida.
6. Rights of the public to use all or any portion of lands to be insured under Schedule A as a public park.

# Lawyers Title Insurance Corporation

## SERVICE, QUALITY AND AVAILABILITY

Lawyers Title Insurance Corporation cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A., as Issuing Agent, can assist you with questions about this Policy and with further title insurance needs, and should be contacted at the following address:

LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.

215 NORTH EOLA DRIVE, POST OFFICE BOX 2809

ORLANDO, FLORIDA 32802-2809

TELEPHONE: (407) 843-4600

TELEFAX: (407) 423-4495

(Ask for the Real Estate Department or representative who signed this Policy)

In addition, Lawyers Title Insurance Corporation has a qualified staff of service representatives dedicated to serving you. In accordance with Florida Statutes Section 627.4131, you may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting the Lawyers Title Insurance Corporation Regional Office, 100 North Tampa Street, Suite 2050, Tampa, Florida 33602. Telephone number 813-222-1450.

LDDOCS01\327378\1

## CONDITIONS AND STIPULATIONS—CONTINUED

insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

### 7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) (This paragraph dealing with Coinsurance was removed from Florida policies.)

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

### 8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

### 9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until here has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) the Company shall not be liable for loss or damaged to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

### 11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

### 12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

### 13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

#### (a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

#### (b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

### 14. VALUATION OF ESTATE OR INTEREST INSURED.

If, in computing loss or damage incurred by the insured, it becomes necessary to determine the value of the estate or interest insured by this policy, the value shall consist of the then present worth of the excess, if any, of the fair market rental value of the estate or interest, undiminished by any matters for which claim is made, for that part of the term stated in Schedule A then remaining plus any renewal or extended term for which a valid option to renew or extend is contained in the Lease, over the value of the rent and other consideration required to be paid under the Lease for the same period.

### 15. MISCELLANEOUS ITEMS OF LOSS.

In the event the insured is evicted from possession of all or a part of the land by reason of any matters insured against by this policy, the following, if applicable, shall be included in computing loss or damage incurred by the insured, but not to the extent that the same are included in the valuation of the estate or interest insured by this policy.

(a) The reasonable cost of removing and relocating any personal property which the insured has the right to remove and relocate, situated on the land at the time of eviction, the cost of transportation of that personal property for the initial twenty-five miles incurred in connection with the relocations, and the reasonable cost of repairing the personal property damaged by reason of the removal and relocation. The costs referred to above shall not exceed in the aggregate the value of the personal property prior to its removal and relocation.

"Personal property," above referred to, shall mean chattels and property which because of its character and manner of affixation to the land, can be severed therefrom without causing appreciable damage to the property severed or to the land to which the property is affixed.

(b) Rent or damages for use and occupancy of the land prior to the eviction which the insured as owner of the leasehold estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.

(c) The amount of rent which, by the terms of the Lease, the insured

FEB 28 1957  
1:30 pm

BOOK 205 PAGE 632

498228

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THIS AGREEMENT, made this 4<sup>th</sup> day of January, A.D. 1945,  
BETWEEN the Tangerine Improvement Society, hereinafter called the  
lessor, and Tangerine Water Company, hereinafter called the  
lessee, witnesseth:

In consideration of the rents and covenants hereinafter  
reserved, the lessor does hereby demise and let to the lessee, all  
the following described premises situated and being in the park  
of Tangerine, County of Orange, and State of Florida, to-wit:

lots 23 and 24, Block 5, according to the Plat  
of Tangerine, according to the public records of  
Orange County, Florida, as recorded in Misc. Book  
3, Page 598.

To have and to hold the same, with all the rights, privileges,  
easements, and appurtenances thereunto attaching and belonging  
unto the said lessee, for and during the term of ninety-nine years  
commencing the 1<sup>st</sup> day of January, A.D. 1945, and ending on the  
1<sup>st</sup> day of January, A.D. 2044, the said lessee, its successors  
and assigns paying rent therefor and yielding possession there-  
after as hereinafter provided.

The said lessee in consideration of the leasing of said  
premises aforesaid of the said lessor does hereby covenant and  
agree to and with the said lessor to pay rent as follows: To  
furnish water to the community building located in ~~the town of~~  
Tangerine, Orange County, Florida, for all ordinary purposes in  
the use of said buildings, and to furnish water for recreation  
rooms or buildings located in the park property adjacent to and  
a part of the above described land free of all expense to the  
said community building or recreation rooms referred to herein as  
rent for and during the period of said term of lease, all without  
any relief whatsoever.

The said lessee further agrees to pay all taxes assessed  
against said leased property during the period of this lease, it  
being understood and agreed between the parties hereto that the  
said lessee has heretofore drilled or caused to be drilled a  
deep water well on said premises and has erected or will erect

Harry Davis, Pres. Tangerine Water Co. - Tangerine - Fla.

from time to time tanks, towers ~~or~~ other facilities for the distribution of water in the Town of Tangerine and adjacent territory.

It is further covenanted and agreed that during said term of lease there shall be no mechanic's lien or other lien filed on said leased premises and that in the event that any such liens attaching thereto, said lessee shall pay and fully discharge the same within thirty days written notice to do so by the lessor, its successors or assigns.

The lessee further agrees to keep all buildings, towers or other structures erected on said premises for the operation of said water distribution in a good, safe and secure condition and shall keep the lessee, its successors or assigns harmless from any penalty, damages or charges imposed or incurred for any violation of any ordinance or laws whether occasioned by neglect or otherwise.

It is further covenanted and agreed by and between the parties hereto that in the event default shall be made by said lessee, its successors or assigns in doing and performing all agreements and covenants herein provided, and such default shall continue for thirty days after notice in writing given by the lessor, its successors or assigns to the said lessee the said lessor may enter upon said premises with or without process of law and take possession thereof, with any and all buildings or improvements which may have been erected thereon, the said lessee hereby waiving any demand for possession thereof.

It is further agreed between the parties hereto that all the expressions, terms and conditions herein shall extend to and be binding upon the successors, heirs or assigns of the parties hereto, and this agreement is executed in duplicate.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their respective duly authorized officers this 4th day of January, A.D. 1945.

ATTEST: Rae B. Mosley  
Secretary

TANGERINE IMPROVEMENT SOCIETY  
BY Reginald D. Bosted (SEAL)  
President



STATE OF FLORIDA,  
COUNTY OF LAKE.

BOOK 205 PAGE 634

Before me, the undersigned authority, personally appeared Reginald Carles President, and Rae B. Moody Secretary of Tangerine Improvement Society, and Fred W. Snow President and Wimfred Westley Secretary of Tangerine Water Company, each to me well known and each acknowledged before me that they executed the foregoing lease for the purposes therein expressed.

WITNESS my hand and official seal this 4<sup>th</sup> day of January, A.D. 1948.

Katherine Hutchison

Notary Public, State of Florida et al.  
My commission expires February 17, 1948.  
Bonded by American Surety Co. of N. D.



FILED IN THE OFFICE OF THE CLERK OF THE  
CIRCUIT COURT OF ORANGE COUNTY, FLORIDA ON  
FEB 28 1957 AT 1:30 O'CLOCK P.M.  
AND RECORDED IN THE "OFFICIAL RECORDS",  
BEGINNING WITH BOOK NO. 205 PAGE 634  
AND RECORD VERIFIED.

Arthur W. Newell

CLERK



PREPARED BY/~~RETURN TO:~~

Del G. Potter  
Potter, Clement and Lowry  
308 E. Fifth Ave.  
Mt. Dora, FL 32757

LEASE EXTENSION AGREEMENT

THIS AGREEMENT made this 21 day of December 1999, between TANGERINE IMPROVEMENT SOCIETY, hereinafter called the "Lessor" and TANGERINE WATER COMPANY, hereinafter called the "Lessee".

WITNESSETH:

On the 4<sup>th</sup> day of January, 1945, the above parties entered into a Lease Agreement wherein TANGERINE IMPROVEMENT SOCIETY leased to TANGERINE WATER COMPANY the following described property: Lot 23 and 24, Block 5 according to plat thereof recorded in the Public Records of Orange County, Florida, as recorded in Miscellaneous Book 3, page 598.

WHEREAS, the parties for \$10.00 and other valuable consideration agree as follows:

1. The Lease Agreement is hereby extended so that the Lease Agreement shall continue under the same terms and conditions until January 1, 2099.
2. It is further agreed that the TANGERINE WATER COMPANY shall have the right to assign said Lease with the assignee assuming all obligations of TANGERINE WATER COMPANY as provided in the original Lease Agreement executed January 4, 1945.

LOWRY, CLEMENT & POTTER, P.A.  
Post Office Box 2809  
Orlando, Florida 32802

WITNESSES:

TANGERINE IMPROVEMENT SOCIETY

*Curtis DiPasqua*  
Name: Curtis DiPasqua

*Linda Mushinski*  
Name: Linda Mushinski

*Richard S. Hurlburt*  
Name: Richard S. Hurlburt

*Connie L. Hurlburt*  
Name: Connie L. Hurlburt

STATE OF FLORIDA  
COUNTY OF Orange

By: *Kristi Anthony* 12.21.99  
Its President Kristi Anthony

Address: 7101 Wright Ave.  
P.O. Box 161  
Tangerine, FL 32777  
TANGERINE WATER COMPANY

By: *R. Gregory Hathaway*  
Its President R. Gregory Hathaway


Address: P.O. Box 304  
Tangerine, FL 32777

The foregoing instrument was acknowledged before me this 21 day of December, 1999, by KRISTI ANTHONY as President of TANGERINE IMPROVEMENT SOCIETY,

- who is personally known to me, OR  
 who have produced

\_\_\_\_\_ as identification and stating he/she was indeed the person(s) set forth herein.

*Julie L. Farr*  
NOTARY PUBLIC--STATE OF FLORIDA

 Julie L. Farr  
My Commission **CC758245**  
Expires July 14, 2002



Recorded - Martha O. Haynie

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 22nd day of December, 1999, by R. Gregory Hathaway as President of TANGERINE WATER COMPANY,

who is personally known to me, OR  
 who \_\_\_\_\_ have \_\_\_\_\_ produced

\_\_\_\_\_ as identification and stating he/she was indeed the person(s) set forth herein.

Connie L. Hurlburt  
NOTARY PUBLIC--STATE OF FLORIDA

re\tangerine.ext



PREPARED BY/RETURN TO:

Del G. Potter  
Potter, Clement and Lowry  
308 E. Fifth Ave.  
Mt. Dora, FL 32757

ASSIGNMENT OF LEASE

THIS AGREEMENT, made December 30th, 1999, between TANGERINE WATER COMPANY, INC., hereinafter called "Assignor," and FLORIDA WATER SERVICES CORPORATION, hereinafter called "Assignee" and Lessor hereinafter called "Lessor".

RECITALS

WHEREAS, a lease was executed on the 4th day of January, 1945, between TANGERNIE IMPROVEMENT SOCIETY and TANGERINE WATER COMPANY and

WHEREAS, the Assignor now desires to assign the Lease to the Assignee and the Assignee desires to accept the Assignment thereof:

ASSIGNMENT

NOW, THEREFORE, for and in consideration of the sum of \$10.00, receipt of which is hereby acknowledged, and the agreement of the Assignee, hereinafter set forth, the Assignor hereby assigns and transfers to the Assignee and his heirs, executors, administrators, and assigns all of his right, title, and interest in and to the lease hereinbefore described, and recorded in the Public Records of Orange County, Florida in Deed Book 205, page 632, and further described as:

Lots 23 and 24, Block 5, according to the Plat of Tangerine, according to the public records of Orange County, Florida, as recorded in Misc. Book 3, Page 598

and the Assignee hereby agrees to and does accept the assignment and in addition expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, and obligations required to be kept, including the making of all payments due to or payable on behalf of the tenant under said lease when due and payable.

J. J. SHUMWAY, ESQUIRE  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
Post Office Box 2809  
Orlando, Florida 32802

CONSENT

The Landlord, TANGERINE IMPROVEMENT SOCIETY, hereby consents to the assignment of that certain Lease Agreement executed between itself and TANGERINE WATER COMPANY, as the original Lessees dated the 4th day of January, 1945 to TANGERINE WATER COMPANY. The Lessor further acknowledges that as of the 30th day of December, 1999 said Lease and all of its terms are current and that the present Lessee is not in default of any of its terms.

BINDING ON SUCCESSORS

This agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors administrators, successors in interest, and assigns.

Executed the day and year first above written.

ASSIGNOR

P.O. Box 304  
No. Side Huron Ave  
Tangerine, FL 32777

TANGERINE WATER COMPANY

By: R. Gregory Hathaway 12-28-99  
R. Gregory Hathaway  
President

ASSIGNEE

P.O. Box 609520  
Orlando, FL  
32860-9520

FLORIDA WATER SERVICES CORPORATION

By: Charles L. Sweat Vice President  
Charles L. Sweat  
Vice President

LESSOR

7101 WRIGHT AVE  
P.O. Box 161  
Tangerine, FL 32777

TANGERINE IMPROVEMENT SOCIETY

By: Kristi Anthony  
Kristi Anthony  
President

Signed, sealed and delivered  
in the presence of:

Cleatous J. Simmons

Del G. Potter  
Del G. Potter

(As to both Tangerine Water Company and Florida Water Services Corporation.)

(As to both Tangerine Water Company and Florida Water Services Corporation.)

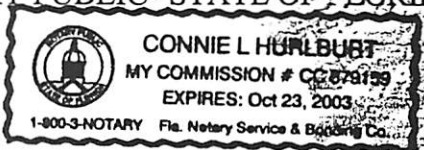
(WITNESSES ARE NOT REQUIRED FOR TANGERINE IMPROVEMENT SOCIETY WHICH IS EXECUTING ONLY TO CONSENT TO ASSIGNMENT.)

STATE OF FLORIDA  
COUNTY OF Orange

Recorded - Martha O. Haynie

The foregoing instrument was acknowledged before me this 28th day of December, 1999, by R. Gregory Hathaway as President of TANGERINE WATER COMPANY,

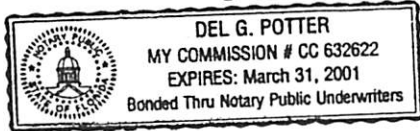
who is personally known to me, OR  
 who has produced \_\_\_\_\_  
identification and stating he/she was indeed the person(s) set forth herein.

Connie L. Hurlburt  
NOTARY PUBLIC--STATE OF FLORIDA  


STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 7 day of January, 1999, by CHARLES L. SWEAT as President of FLORIDA WATER SERVICES CORPORATION,

who is personally known to me, OR  
 who has produced FL Driver license as  
identification and stating he/she was indeed the person(s) set forth herein.

  
DEL G. POTTER  
MY COMMISSION # CC 632622  
EXPIRES: March 31, 2001  
Bonded Thru Notary Public Underwriters

Del G. Potter  
NOTARY PUBLIC--STATE OF FLORIDA

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7th day of January 2000, 1999, by KEISTI ANTHONY as President of TANGERINE IMPROVEMENT SOCIETY,

who is personally known to me, OR  
 who has produced \_\_\_\_\_  
identification and stating he/she was indeed the person(s) set forth herein.

Connie L. Hurlburt  
NOTARY PUBLIC--STATE OF FLORIDA  


lease\tangerine.assign

1039712<sup>ORANGE</sup>  
CO. FLA

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C.S. 2735 PC 539

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

REALIGNING THE BOUNDARIES OF THE OKLAWAHA RIVER BASIN

RESOLUTION NO. 653

Rec 12.00  
3.

WHEREAS, the Governing Board of the Southwest Florida Water Management District, hereinafter called DISTRICT, was authorized under Chapter 61-691, Laws of Florida, creating the DISTRICT to subdivide the area of the DISTRICT into watershed basins to include major streams and their tributary streams; and

WHEREAS, the powers, duties and functions of the DISTRICT under Chapter 61-691, Laws of Florida, were incorporated into and carried forward under the Water Resources Act of 1972, as amended; and

WHEREAS, the District Governing Board under Section 5, Chapter 61-691, Laws of Florida, and Section 373.0693(1), Florida Statutes, as amended by Chapter 76-243, Laws of Florida, are empowered to designate subdistricts or basins, and may change the boundaries of such basins except the Green Swamp Watershed Basin or create new basins by resolution; and

WHEREAS, the District Governing Board has determined that there should be a realignment of the Oklawaha River Basin to include only that portion of the Oklawaha River Basin which subsequently will be transferred to and become a part of the boundaries of the St. Johns Water Management District as provided in Section 373.069(3)(d), Florida Statutes, as amended by Chapter 76-243, Laws of Florida; and

WHEREAS, the District has determined that for expediency and efficiency the realignment of the Oklawaha River Basin should occur immediately prior to the beginning of the next Fiscal Year of the District.

NOW, THEREFORE, BE IT RESOLVED that the description set forth in the Exhibit "A" shall constitute the area of the watershed basin of the Southwest Florida Water Management District known as the Oklawaha River Basin effective at 11:59 p.m. on September 30, 1976.

Passed, Adopted and Dated at Brooksville, Florida, this 4th day of August, 1976.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Derrill S. Mcateer  
DERRILL S. McATEER, CHAIRMAN

SEAL

W. Brooks Jones  
W. BROOKS JONES, ASSISTANT SECRETARY

Approved L.M.B.

W. Brooks Jones 8-4-76

SEP 10 11 28 AM '76

Southwest Florida Water Management District  
Brooksville, Florida 33512  
P. O. Box 457

C.R. 2735 PG 540

WE, the undersigned, hereby certify that we are, respectively, CHAIRMAN and ASSISTANT SECRETARY of the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT organized and existing under and by virtue of the Laws of the State of Florida, and having its principal office and place of business in the City of Brooksville, Hernando County, State of Florida, and that on the 4th day of August, 1976, at a duly called and properly held meeting of the Board of Governors of said District, at which meeting a majority of the members of the Board of Governors were present, the Resolution, a copy of which is attached hereto and made a part hereof, was adopted and incorporated in the minutes of said meeting.

DATED at Brooksville, Florida, this 4th day of August, 1976.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ATTEST:

Derrill S. McAteer  
DERRILL S. McATEER, CHAIRMAN

N. Brooks Johns  
N. BROOKS JOHNS, ASSISTANT SECRETARY

STATE OF FLORIDA  
COUNTY OF HERNANDO

I HEREBY CERTIFY, that on this 4th day of August, 1976, before me, the undersigned authority, personally appeared DERRILL S. McATEER and N. BROOKS JOHNS, to me known and known to me to be the persons described in and who executed the foregoing Certificate as CHAIRMAN and ASSISTANT SECRETARY, respectively, of the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, organized and existing under and by virtue of the Laws of the State of Florida, and who severally acknowledged the execution of such Certificate as such officers as aforesaid for the uses and purposes therein expressed pursuant to authority lawfully conferred upon them by the Board of Governors of said DISTRICT, and that the seal affixed thereto is the true and genuine seal of the said District and was affixed thereto by N. BROOKS JOHNS under like authority, he being the proper custodian thereof.

WITNESS my hand and official seal the date aforesaid.

Jay T. Adam  
NOTARY PUBLIC  
Notary Public, State of Florida  
My Commission Expires Dec. 20, 1977



## OKLAWAHA RIVER BASIN

THAT PORTION OF THE OKLAWAHA RIVER BASIN LOCATED WITHIN ORANGE COUNTY IS DESCRIBED AS FOLLOWS:

Commence at the southwest corner of Section 7, Township 23 South, Range 27 East, a point on the Lake-Orange County line and the POINT OF BEGINNING;

Thence East along section line to southeast corner of Section 11, Township 23 South, Range 27 East;

Thence North along section line to northeast corner of Section 2, Township 23 South, Range 27 East;

Thence East along township line between Township 22 and 23 South to the southeast corner of Section 31, Township 22 South, Range 28 East;

Thence North along section line to northeast corner of Section 30, Township 22 South, Range 28 East;

Thence West along section line to southwest corner of Section 19, Township 22 South, Range 28 East;

Thence North along range line between Ranges 27 and 28 East to southwest corner of Section 7, Township 22 South, Range 28 East;

Thence East along section line to southeast corner Section 7, Township 22 South, Range 28 East;

Thence North along section line to southwest corner Section 17, Township 21 South, Range 28 East;

Thence East along section line to southeast corner Section 17, Township 21 South, Range 28 East;

Thence North along section line to northeast corner Section 32, Township 20 South, Range 28 East;

Thence West along section line to northwest corner Section 31, Township 20 South, Range 28 East;

Thence South along range line to southwest corner Section 31, Township 20 South, Range 28 East;

Thence West along township line to southwest corner Section 35, Township 20 South, Range 27 East;

Thence North along section line to northeast corner Section 3, Township 20 South, Range 27 East;

Thence West, along the township line between Townships 19 and 20 South, to the westerly shore of Lake Beauclaire, in Section 6, Township 20 South, Range 27 East; and the Lake-Orange County line;

Thence southwesterly, along the westerly and northerly shores of Lake Beauclaire and said Lake-Orange County line, to the westerly boundary of said Section 6 and the range line between Ranges 26 and 27 East;

Thence South, along said range line and the Lake-Orange County line, to the northerly edge of Pine Island, in Section 7, Township 22 South, Range 27 East;

Thence southeasterly and southwesterly, along the westerly shore of Lake Apopka, to its intersection with said range line between Ranges 26 and 27 East;

Thence South, along said range line and the Lake-Orange County line, to the southwest corner of Section 7, Township 23 South, Range 27 East, and the POINT OF BEGINNING.

## OKLAWAHA BASIN

THAT PORTION OF THE OKLAWAHA RIVER BASIN LOCATED WITHIN LAKE COUNTY IS DESCRIBED AS FOLLOWS:

Commence at the intersection of the Lake-Marion County line with the Lake-Sumter County line at the northwest corner of Section 6, Township 18 South, Range 24 East, the POINT OF BEGINNING:

Thence East, along said county line, also being the township line between Townships 17 and 18 South, to the northeast corner of Section 1, Township 18 South, Range 26 East;

Thence South, along the range line between Ranges 26 and 27 East, to the northeast corner of Section 1, Township 19 South, Range 26 East;

Thence East, along the township line between Townships 18 and 19 South, to the northeast corner of Section 1, Township 19 South, Range 27 East;

Thence South, along the range line between Ranges 27 and 28 East, to the southeast corner of Section 36, Township 19 South, Range 27 East;

Thence West, along the township line between Townships 19 and 20 South, to the westerly shore of Lake Beauclaire, in Section 6, Township 20 South, Range 27 East; and the Lake-Orange County line;

Thence southwesterly, along the westerly and northerly shores of Lake Beauclaire and said Lake-Orange County line, to the westerly boundary of said Section 6 and the range line between Ranges 26 and 27 East;

Thence South, along said range line and the Lake-Orange County line, to the northerly edge of Pine Island, in Section 7, Township 22 South, Range 27 East;

Thence southeasterly and southwesterly, along the westerly shore of Lake Apopka, to its intersection with said range line between Ranges 25 and 27 East;

Thence South, along said range line and the Lake-Orange County line, to the southeast corner of Section 36, Township 23 South, Range 26 East;

Thence West, along the line between Townships 23 and 24 South, to the southwest corner of Section 31, Township 23 South, Range 26 East;

Thence North, along the line between Ranges 25 and 26 East, to the northwest corner of Section 6, Township 23 South, Range 26 East;

Thence West, along the line between Townships 22 and 23 South, to the southwest corner of Section 31, Township 22 South, Range 24 East, and the Lake-Sumter County lines;

Thence North, along the line between Ranges 23 and 24 East, to the northwest corner of Section 6, Township 18 South, Range 24 East, and the POINT OF BEGINNING.

EDV:dr

8-4-76



## Oklawaha River Basin

THAT PORTION OF THE OKLAWAHA RIVER BASIN LOCATED WITHIN MARION COUNTY IS DESCRIBED AS FOLLOWS:

Commence at the Intersection of the westerly right-of-way line of U.S. Interstate Route No. 75 with the south boundary of Marion County said point being on the township line between Townships 17 and 18 South, Range 22 East;

Run thence northwesterly, along the westerly right-of-way line of U.S. Interstate Route No. 75 to the Marion-Alachua County Line;

Thence easterly, along the north boundary of Marion County, to the east line of Section 24, Township 11 South, Range 24 East;

Thence South, along the Range line between Ranges 24 and 25 East, to the southeast corner of Section 36, Township 14 South, Range 24 East;

Thence East, along the township line between Townships 14 and 15 South, to the northeast corner of Section 1, Township 15 South, Range 25 East;

Thence South, along the range line between Ranges 25 and 25 1/2 East, to the southeast corner of Section 36, Township 15 South, Range 25 East;

Thence continue South, along the line between Ranges 25 and 26 East, to the southeast corner of Section 12, Township 17 South, Range 25 East;

Thence East, along the Section line, to the northeast corner of Section 15, Township 17 South, Range 26 East;

Thence South, along the section lines, to the south boundary of Marion County;

Thence West, along the south boundary of Marion County to the POINT OF BEGINNING.

EDV:dr

8-4-76

REAL ESTATE CLOSING STATEMENT

**SELLER:** TANGERINE WATER COMPANY, INC.

**BUYER:** FLORIDA WATER SERVICES CORPORATION, a Florida corporation

**PROPERTY** Water utility facilities, inventory, permits, leasehold interests, records, books, deposits and other assets used and useful in the operation of the water utility

**GOVERNING CONTRACT:** Agreement For Sale and Purchase between Tangerine Water Company, Inc., and Florida Water Services Corporation, dated January 7, 2000

**CLOSING AGENT:** Lowndes, Drosdick, Doster, Kantor & Reed, P.A.

**PLACE OF CLOSING:** MOUNT DORA, FLORIDA

**DATE OF CLOSING:** JANUARY 7, 2000

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	Credit Buyer	Due Seller
Purchase Price		\$165,000.00
Orange County Taxes – Exempt	0.00	0.00
<b>TOTALS</b>	0.00	\$165,000.00
<b>LESS TOTALS OF CREDITS TO BUYER</b>		0.00
<b>CASH BALANCE DUE FROM BUYER</b>	\$165,000.00	
<b>PLUS: Buyer's Expenses of Purchase (See below)</b>	\$1,050.00	
<b>TOTAL CASH DUE FROM BUYER</b>	<b>\$166,050.00</b>	
<b>LESS: Seller's Expenses of Sale (See Below)</b>		<b>\$1,196.90</b>
<b>TOTAL CASH DUE TO SELLER</b>		<b>\$163,803.10</b>

**BUYER'S EXPENSES OF PURCHASE**

Buyer acknowledges that, pursuant to the Governing Contract, Buyer has agreed to pay the following-described expenses of purchase, and hereby authorizes and directs that Closing Agent disburse directly to the persons hereinafter named the following amounts to cover Buyer's Expenses of Purchase, to wit:

1.	To Lawyer's Title Insurance Company for title search fee	\$ 150.00
2.	To Lawyer's Title Insurance Company for leasehold title insurance premium	\$ 900.00
3.	To LDDKR in payment for Attorneys fees (POC)	\$ 0.00
4.	To LDDKR in payment for out-of-pocket expenses, including long distance telephone charges, reproduction costs, and expedited delivery (e.g., Federal Express) charges (POC)	\$ 0.00
BUYER'S TOTAL EXPENSES OF PURCHASE		\$ 1,050.00

**SELLER'S EXPENSES OF SALE**

Seller hereby authorizes the deduction of the following-described expenses of sale from the Cash Balance Due Seller as shown above and hereby requests and directs that the Closing Agent disburse directly to the persons hereinafter named the following amounts to cover Seller's expenses of sale as follows, to wit:

1.	To Clerk of Circuit Court, Orange County in payment of cost of recording Lease Assignment (3 pages)	\$ 15.00
2.	To Clerk of Circuit Court, Orange County in payment of cost of Documentary Stamp Tax for Lease Assignment	\$ 1,155.00
3.	To Clerk of Circuit Court, Orange County in payment of cost of recording Lease Extension Agreement (3 pages)	\$ 15.00
4.	To Clerk of Circuit Court, Orange	

	County in payment of cost of Documentary Stamp Tax for Lease Extension	\$	.70
5.	To Clerk of Circuit Court, Orange County in payment of cost of recording Quit Claim Deed (2 pages)	\$	\$ 10.50
6.	To Clerk of Circuit Court, Orange County in payment of cost of Documentary Stamp Tax for Quit Claim Deed	\$	.70
7.	To Potter , Clement & Lowry in payment for Attorneys fees (POC)	\$	0.00
8.	To Potter , Clement & Lowry in payment for out-of-pocket expenses, including long distance telephone charges, reproduction costs, and expedited delivery (e.g., Federal Express) charges (POC)	\$	0.00
	SELLER'S TOTAL EXPENSES OF SALE	\$	1,196.90

APPROVAL OF CLOSING STATEMENT,  
POST-CLOSING AGREEMENT AND  
INSTRUCTIONS TO CLOSING AGENT

The parties hereby acknowledge that they have read and approved the within and foregoing Closing Statement and agree that it accurately reflects the substance of their respective financial aspects of the transaction contemplated by the Governing Contract and hereby approve and direct the Closing Agent's disbursement of the proceeds and expenses of the subject purchase and sale transaction in the manner, amounts and to the persons hereinabove set forth.

*Post closing Florida water services will repay to Seller \$577.50 for 1/2 doc. stamps.*

In the case of expenses estimated above, if any, the parties understand that they shall be refunded the difference between such estimated and the actual expense and agree to pay any actual expenses over and above the estimates.

FLORIDA WATER SERVICES  
CORPORATION

By: *Charles L. Sweat*  
Name: Charles L. Sweat  
Title: Vice President

TANGERINE WATER COMPANY  
INC.

By: R. Gary Datt  
Name: R. Gary Datt  
Title: PRESIDENT

UNDERTAKING OF CLOSING AGENT

Closing Agent hereby agrees with the parties to undertake the duties of Closing Agent for the subject purchase and sale transaction, to fully abide by and comply with the within and foregoing instructions of Buyer and Seller, and to promptly disburse the proceeds of sale to the persons and in the amounts hereinabove specified in the within and foregoing Closing Statement.

LOWNDES, DROSDICK,  
DOSTER, KANTOR  
& REED, P.A.

By: 