

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



ORIGINAL
DIVISION OF WATER &
WASTEWATER
CHARLES HILL
DIRECTOR
(904) 413-6900

Public Service Commission

(TMOCLTR)

(DATE)

971269-WS

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

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

H. J.

Attn:
Ms. Messer :

Re: Application for Transfer of Majority Organizational Control of East Marion Sanitary Systems, Inc. in Marion County, Florida. & East Marion Water Distribution, Inc.

Forwarded with this letter is the application package for a transfer of majority organizational control of a regulated water or wastewater utility. The application package consists of the following:

1. The application for transfer of majority organizational control pursuant to Section 367.071, Florida Statutes.
2. Chapter 367, Florida Statutes, contains the Commission's jurisdiction over private water and wastewater utilities in Florida. Copies of Sections 367.045 and 367.071, which address applications for transfer of certificates and majority organizational control, are included with the application package on Pages 9-14.
3. Chapter 25-30, Florida Administrative Code, details the rules promulgated to carry out the jurisdiction of the Commission over private water and wastewater utilities. Copies of Rules 25-30.020, .030, .031, .032 and .037 regarding an application for transfer of majority organizational control are included in the application package on Pages 15-26.

DOCUMENT NUMBER - DATE

10093 OCT-26

FPSC-RECORDS/REPORTING

Mr. / Ms. Messer
Page 2
(Date)

4. The sample publication/legal notice format for a transfer of majority organizational control is on Page 7 of the application package. A list of utilities and governmental/regulatory agencies which must be notified in accordance with Commission Rule 25-30.030, Florida Administrative Code, is provided as a separate attachment. Please note the expiration date on the list. If you have not performed the noticing by this date, you must request an updated list by contacting the undersigned.
5. Sample water and/or wastewater tariffs which contain all of the utility's rules, regulations, rates and charges are also enclosed as separate attachments. Pursuant to Rule 25-30.037(3)(j), Florida Administrative Code, the transferee is required to file tariff revisions reflecting the change in ownership (i.e., issuing officer). A computer disk containing the tariffs in word perfect format may be obtained by contacting the undersigned.

The original and five copies of the application and supporting documentation, the original and two copies of the tariff(s) must be filed with:

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

If you have any questions concerning this material, please feel free to contact either myself or a member of my staff, _____, at 904/413-6900.

Sincerely,

**John D. Williams
Chief, Bureau of Policy Development
and Industry Structure**

JDW: _____:jn
Attachment
Enclosures: ()

APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Pursuant to Section 367.071, Florida Statutes)

TO: **Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for the transfer of the majority organizational control of East Marion Water Distribution, Inc. & East Marion Sanitary Systems, Inc. utility operating under Water Certificate No. 490-W and/or Wastewater Certificate No. 425-S located in Marion County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

East Marion Water Distribution, Inc. & East Marion Sanitary Systems, Inc.

Name of utility

(800) 257-5363

Phone No.

(407) 933-3374

Fax No.

200 E. Broadway

Office street address

Kissimmee

FL

34741

City

State

Zip Code

Mailing address if different from street address

Internet address if applicable

PSC/WAW 15 (Rev. 8/95)

000 DOCUMENT NUMBER-DATE

1010093 OCT-25

PSC-RECORDS/REPORTING

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

Herbert Hein (810) 733-6342
Name Phone No. 352/840-0990

G4225 B4 Miller Rd. #190

Street address

Flint MI 48507
City State Zip Code

1111 S.E. 28th Ave.
Ocala, FL 34471

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

No change to name of utility

Name of utility

() ()
Phone No. Fax No.

Office street address

City State Zip Code

Mailing address if different from street address

Internet address if applicable

D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

Herbert Hein, President

Donna Congdon, Vice-President

Linda Tabor, Secretary/Treasurer No financial interest

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit 1 - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.
- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.
- None
-
- C) Exhibit 2 - A copy of the purchase agreement.
- D) Exhibit N/A - A statement of how the buyer is financing the purchase. No financing involved. Cash purchase
- E) Exhibit N/A - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- F) Exhibit 3 - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

If the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

East Marion Sanitary Systems, Inc.
East Marion Water Distribution, Inc.

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit 4 - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:
- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
 - (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
 - (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
 - (4) the regional planning council;
 - (5) the Office of Public Counsel;
 - (6) the Public Service Commission's Director of Records and Reporting;
 - (7) the appropriate regional office of the Department of Environmental Protection; and
 - (8) the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- B) Exhibit 5 - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit 6 - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$ 750.00 (for water) \$ 750.00 (for
wastewater).

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

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

PART V OTHER

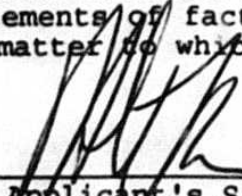
- A) Exhibit 7 A & B - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit 8 - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**
- C) Exhibit 9 - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).

*Not available due to death of owner, etc.

PART VI AFFIDAVIT

I Herbert Hein (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

BY:



Applicant's Signature

Herbert Hein

Applicant's Name (Typed)

President

Applicant's Title *

Subscribed and sworn to before me this 25th day of September 19 97.





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



Enviro - Masters

Water & Wastewater Services, Inc.

P.O. BOX 1972
SILVER SPRINGS, FL 34489-1972

(352) 351-1338
FAX (352) 351-8242

September 24, 1997

Director, Division of Records and Reporting
FL Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Dear Public Service Commission:

This letter is being written in reference to the transfer of ownership of East Marion Sanitary Systems, Inc. and East Marion Water Distribution, Inc. from Del-American/First Federal of Osceola to Herbert Hein. (Stock Transfer)

This system & the community that it serves has been in foreclosure since 1992, by First Federal of Osceola Bank. Since 1992 there has been only one to six homes on this system. Mr. Hein has purchased the entire property, including the utilities from the First Federal of Osceola Bank located in Kissimmee, Florida. The subdivision is being developed by Mr. Hein; therefore, this transfer is needed to ensure that new houses can be connected to this system. Therefore this transfer is in the best interest of the public, since continued growth and increased revenues make the maintenance and upkeep of the system more viable.

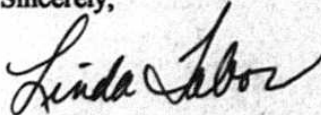
I, Linda Tabor, have been in the billing and management business for a variety of clients (utilities) since 1987, and have been the manager of this particular system since 1992 when it went into foreclosure. Presently I am billing and managing this utility. The minimum regulatory assessment fees have been paid by myself and are up-to-date thru 1995. We are presently working on the 1996 annual report, and it will be forwarded to you as soon as this transfer is accepted. (Joseph Brannon, CPA will be filing the annual report.) I am presently the current Registered Agent for East Marion Sanitary Systems, Inc.

Len Tabor is the certified operator for this system presently and since 1992. He is responsible for construction, operations, and maintenance for a wide variety of clients also. He has expertise in the technical aspects of water and wastewater

operations and process control, as well as knowledge of the legal requirements that govern this projects. His experience also includes construction services regulated by the Water Management Districts, Florida Public Service Commission, local Environmental Health Departments, and Florida Department of Environmental Protection.

If I, or Len Tabor, can be of any further assistance in expediting the finalizing of this transfer, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Linda Tabor". The signature is written in black ink and is positioned above the printed name.

Linda Tabor
ENVIRO-MASTERS, INC.

FEB-14-1995 16:15 FROM

BAD

CONTRACT FOR SALE AND PURCHASE
FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA

TO: First Federal Savings & Loan A

Herbert Hein or assigns

Buyer agrees that Seller shall sell and Buyer shall buy the following Real Property...
DESCRIPTION:

(a) Legal description of Real Property located in Marion...
Lengthy to be attached as recod

(b) Street address, city, zip, of the Property is: 13000 E H

(c) Personal Property: List to be attached

PURCHASE PRICE...
PAYMENT:

(a) Deposit held in escrow by RE/MAX Premier

(b) Additional escrow deposit within ___ days after Effective Date

(c) Subject to AND assumption of mortgage in good standing in favor of

having an approximate present principal balance of

(d) Purchase money mortgage and note (see addendum) in the amount of

(e) Balance to close by U.S. cash, LOCALLY DRAWN certified or cashier's check

TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE

ing between the parties on or before 2/14/95 6PM EST

(f) will be the date when the last one of the Buyer and Seller has signed this contract

FINANCING:

(a) If the purchase price or any part of it is to be financed by a third party lender

(CHECK ONLY ONE): a fixed; an adjustable; or a fixed or adjustable rate

discount and origination fees not to exceed ___% of the principal amount

reasonable diligence to obtain the loan commitment and, if not obtained

if Buyer fails to obtain the commitment or fails to waive Buyer's rights

the terms and conditions of the commitment, then either party thereunder

(b) This existing mortgage described in Paragraph II(e) above has (or has not)

title transfer some fixed interest rates are subject to increase. If not

furnish a statement from each mortgagee stating principal balance, interest

requires approval of Buyer by the mortgagee for assumption, then Buyer

Any mortgagee charge(s) not to exceed \$

in accordance with the terms of this Contract or mortgagee makes a charge

party unless either elects to pay the increase in interest rate or excess

TITLE EVIDENCE: At least 7 days before closing

commitment or been approved for the loan assumption as provided in Paragraph II

III, at Seller's expense, deliver to Buyer or Buyer's attorney; or Buyer shall

insurance commitment (with legible copies of instruments listed as enclosures)

CLOSING DATE: This transaction shall be closed and the deed and

RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title of

governmental authority; restrictions and matters appearing on the plat or other

Real Property lines and not more than 10 feet in width as to the rear or front

in subsequent years; assumed mortgages and purchase money mortgages, if

any one of them prevents use of the Property for residential

OCCUPANCY: Seller warrants that there are no parties in occupancy

of real estate stated herein and the tenant(s) or occupants disclosed pursuant

to this Contract. Buyer assumes all risk of loss to property in its existing

condition as of time of closing. Buyer shall be deemed to have accepted

PROPERTY: Typewritten or handwritten provisions: Typewritten or

RIDERS: (CHECK those riders which are applicable AND are attached to this

(a) COASTAL CONSTRUCTION CONTROL LINE RIDER

(b) CONDOMINIUM RIDER

(c) FHA/VA RIDER

(d) FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT RIDER

ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and therefore

let this Contract, or may not assign this Contract.

TIME: Time is of the essence of this Contract.

DISCLOSURES: Buyer (CHECK ONLY ONE) acknowledges receipt of the

Disclosure Warning, and, if applicable, the Mandatory Homeowners' Association

MAXIMUM REPAIR COSTS: Seller shall not be responsible for the cost

(a) \$ for repair and replacement under Paragraph II (e)

(b) \$ for repair and replacement under Paragraph II (e)

SPECIAL CLAUSES: If additional space is required, attach addendum

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. THIS FORM HAS BEEN APPROVED BY

approval does not constitute an opinion that any of the terms and conditions

of the contract are in compliance with the regulations of the Florida Department of Banking and Finance

Signature lines for Seller and Buyer

Buyer's Fee: The brokers named below, including listing and commission fees

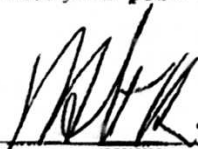
ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

In reference to contract dated February 8, 1995 between Herbert Hein or assigns the Buyer, and First Federal Savings & Loan Assoc. of Osceola County the Seller,

it is further AGREED as FOLLOWS:

1. Buyer shall have a due diligence period to complete all inspections of the property. Seller, will assist buyer to facilitate inspection of the property. The buyer will notify seller in writing prior to April 24, 1995 of buyer's intent to proceed to closing. The decision is at the buyer's sole right and discretion based on information obtained during the inspection period.
2. RE/MAX Premier Realty is working as a buyer's broker being paid 50% of the commission agreed upon in the listing.
- 3) CONTRACT TO INCLUDE 171 DEVELOPED A.C.U. PLUS A WATER + SEWER PLANT.

This addendum, upon its execution by both parties, is herewith made an integral part of the aforementioned contract.



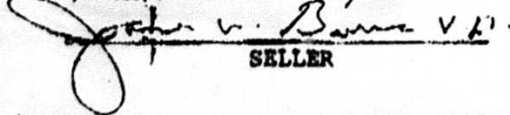
BUYER

Date executed by Buyer _____

BUYER

Date executed by Seller 2/14/95

FIRST FEDERAL / OSCEOLA



SELLER

SELLER

EXHIBIT 3

I, Herbert Hein, have investigated and reviewed the water and wastewater treatment systems known as East Marion Water Distribution, Inc. and East Marion Sanitary Systems, Inc. with Len Tabor from Enviro-Masters, Inc., the operator of the systems.

At the end of our investigation, we have found the systems are in good operating order and have no outstanding violations and are in need of no improvements or repair.



Herbert Hein

EXHIBIT 4

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF MARION

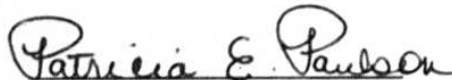
Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Linda Tabor, who after being duly sworn on oath, did dipose an oath and say that on September 30, 1997 she did send by regular mail a copy of the attached notice to each AGENCY within the territory described in the notice, a list of whom is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.



Linda Tabor

Sworn to and subscribed before me this 30th day of September, 1997, by Linda Tabor, who is personally known to me.



Notary Public
My Commission expires:



Patricia F Paulson
My Commission CC596316
Expires October 27 2000

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
09/29/1997-11/27/1997

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>MARION COUNTY</u>	
A. P. UTILITIES, INC. (WU592) 3925 S.E. 45TH COURT, SUITE E Ocala, FL 31480-7431	PHILIP D. WOODS (352) 694-7474
BFF CORP. (SU595) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
C.F.A.T. H2O, INC. (WS719) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
COUNTYWIDE UTILITY COMPANY (WU008) P. O. BOX 1476 OCALA, FL 34478-1476	DIRK J. LFFWARD (352) 245-7007
DECCA UTILITIES, A DIVISION OF DECCA (WS465) 8865 S.W. 104TH LANE OCALA, FL 34481-8961	JAMES A. BELL (352) 854-6210
EAGLE SPRINGS UTILITIES, INC. (WU470) P. O. BOX 1975 SILVER SPRINGS, FL 34489-1975	LEONARD (LFN) B. TABOR (352) 351-8800
EAST MARION SANITARY SYSTEMS, INC. (SU535) # FIRST FEDERAL BANK OF OSCEOLA 200 EAST BROADWAY KISSIMMEE, FL 34741-5791	JAMES W. BURNS (407) 846-3000
EAST MARION WATER DISTRIBUTION, INC. (WU536) # FIRST FEDERAL BANK OF OSCEOLA 200 EAST BROADWAY KISSIMMEE, FL 34741-5791	JAMES W. BURNS (407) 846-3000
FLORIDA WATER SERVICES CORPORATION (WS487) P. O. BOX 609520 ORLANDO, FL 32860-9520	BRIAN P. ARMSTRONG (407) 880-0058
LINDALE WATER COMPANY (WU148) 24901 S.E. COUNTY HIGHWAY 42 UMATILLA, FL 32784-9144	FANNIE J. SHIELDS (352) 669-3589

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
09/29/1997-11/27/1997UTILITY NAMEMANAGERMARION COUNTY (continued)

LOCH HARBOUR UTILITIES, INC. (WS151) P. O. BOX 2100 OCALA, FL 34478-2100	JOSEPH C. MCCOUM (352) 732-2100
MARION UTILITIES, INC. (WS160) 710 N.E. 30TH AVENUE OCALA, FL 34470-6460	TIM E. THOMPSON (352) 622-1171
OCALA OAKS UTILITIES, INC. (WU174) 1343 N.E. 17TH ROAD OCALA, FL 34470-4600	MICHAEL ELLZEY (904) 732-3504
PINE RUN UTILITIES, INC. (WU337) 8865 S.W. 104TH LANE OCALA, FL 34481-8961	JAMES A. BELL (352) 854-6210
QUAIL MEADOW UTILITIES, INC. (WU53?) 2477 EAST COMMERCIAL BLVD. FT. LAUDERDALE, FL 33308-4041	STEPHEN G. MEHALLIS (954) 491-1722
RAINBOW SPRINGS UTILITIES, L.C. (WS199) P. O. BOX 1850 DUNNELLON, FL 34430-1850	LOWELL D. SMALLRIDGE (352) 489-5264
RESIDENTIAL WATER SYSTEMS, INC. (WU370) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DEMENZES (352) 622-4949
S & L UTILITIES, INC. (SU327) P. O. BOX 4186 OCALA, FL 34478-4186	CHARLES FLETCHER, JR. (352) 622-8285 622-7236
SILVER CITY UTILITIES (WU36?) 355 PRINCES STRETF KINCARDINE ONTARIO CANADA N2Z 2-7.	DAVID SMALL (519) 396-2658
SPRUCE CREEK SOUTH UTILITIES, INC. (SU653) 17585 S.E. 102ND AVENUE SUMMERFIELD, FL 34491-6920	HARVEY D. ERP (352) 347-3700

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
09/29/1997-11/27/1997UTILITY NAMEMANAGERMARION COUNTY (continued)

SPRUCE CRLK SOUTH UTILITIES, INC. (WU591) 17585 S.E. 102ND AVENUE SUMMERFIELD, FL 34491-6920	HARVEY D. ERP (352) 347-3700
STEEPLECHASE UTILITY COMPANY, INC. (WS598) & STONECREST 11053 S.E. 174TH LOOP SUMMERFIELD, FL 34491-8619	L. HALL ROBERTSON, JR. (352) 307-1033
SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (WS746) ATTN: SADDLE OAK CLUB 31700 MIDDLEBLT ROAD, SUITE 145 FARMINGTON HILLS, MI 48334	JAN CARR (407) 521-9533
SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC. (WU239) 10230 S.E. HIGHWAY 25 BELLEVIEW, FL 34420-5531	JAMES H. HODGES (352) 347-8228
TRADEWINDS UTILITIES, INC. (WS350) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
UTILITIES, INC. OF FLORIDA (SU661) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
UTILITIES, INC. OF FLORIDA (WU443) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
VENTURE ASSOCIATES UTILITIES CORP. (WU512) 2661 N.W. 60TH AVENUE OCALA, FL 34482-3933	ARTHUR F. TAIT (352) 732-8662
WINDSTREA UTILITIES COMPANY (WU385) P. O. BOX 4201 OCALA, FL 34478-4201	SHARON (SHARI) DLOUHY (352) 620-8290

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
09/29/1997-11/27/1997

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, MARION COUNTY
P. O. BOX 1030
OCALA, FL 32678-1030

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

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

MAYOR, CITY OF BELLEVUE
5343 S.E. ABSHIER BLVD.
BELLEVUE, FL 34420-3904

MAYOR, CITY OF DUNNELLON
12014 SOUTH WILLIAMS STREET
DUNNELLON, FL 34432

MAYOR, CITY OF OCALA
P. O. BOX 1270
OCALA, FL 32678-1270

MAYOR, TOWN OF MCINTOSH
P. O. BOX 165
MCINTOSH, FL 32664-0165

MAYOR, TOWN OF REDDICK
P. O. BOX 203
REDDICK, FL 32686-0203

ROBERT TITTERINGTON, MARION COUNTY
601 S.E. 25TH AVENUE
OCALA, FL 34471

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
09/29/1997-11/27/1997

UTILITY NAMEMANAGER

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

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

WITHLACOCHEE RFG PLANNING COUNCIL
1241 S.W. 10TH STREET
OCALA, FL 34474-2798

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

EXHIBIT 5

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF MARION

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Linda Tabor, who after being duly sworn on oath, did dipose an oath and say that on September 30, 1997 she did send by regular mail a copy of the attached notice to each property owner within the territory described in the notice, a list of whom is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Linda Tabor

Linda Tabor

Sworn to and subscribed before me this 30th day of September, 1997, by Linda Tabor, who is personally known to me.

Patricia E. Paulson

Notary Public
My Commission expires:



Patricia E. Paulson
My Commission CC598316
Expires October 27, 2000

KENNETH E. WEST 1429 N.E. 130 TERRACE SILVER SPRINGS FL	5		
		34488	
BETTY BAKER 1286 N E 130 TERRACE SILVER SPRINGS FL	6		
		34488	
JOHN S. NOAH P.O. BOX 1196 OCALA, FL	7		
		34478	
			STEVEN/SHIRLEY MYERS 120 N W 218 WAY PEMBROKE PINES FL
			16
			33029
ARMSTRONG HOMES 5802 CHERRY ROAD OCALA FL	8		
		34472	
			DELORES McCARTHY 13067 N E 7 LOOP SILVER SPRINGS FL
			17
			34488
DAVID & CAROL GRECO 1221 N E 130 TERRACE SILVER SPRINGS FL	9		
		34488	
			ARMSTRONG HOMES 5802 CHERRY ROAD OCALA FL
			21
			34472
WILLIAM THORPE 111 KIMBERLY LANE BLUE RIDGE GA	10		
		30513	
			KENNETH BROWN 727 N E 130 TERRACE SILVER SPRINGS FL
			22
			34488
MARK/NICOLE ABBOTT 13066 N E 7 LOOP SILVER SPRINGS FL	11		
		34488	
			DENNIS MOORE 13025 N E 13 PLACE SILVER SPRINGS FL
			23
			34488
BOB & SANDRA LLOYD 1428 N E 130 TERRACE SILVER SPRINGS FL	12		
		34488	
RUSSELL BAECHLE 1128 N E 130 TERRACE SILVER SPRINGS FL	13		
		34488	
RALPH BRADFORD 3800 N E 92 PLACE ANTHONY FL	14		
		32617	

(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on Sept. 29, 1997, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of majority organizational control of East Marion Water Distribution, Inc from First Federal Bank of Ocala to Herbert Hein Trustee, providing service to the following described territory in _____ Marion _____, Florida.

The following described lands located in portions of Sections 7, 8, 17, Township 15 South, Range 24 East, Marion County, Florida:

Beginning at the S.W. corner of the S.W. 1/4 of the N.W. 1/4 of Section 8, Township 15 South, Range 24 East, Marion County, Florida, thence N 00°29'46" W along the west boundary of said Section 8 a distance of 839.97 feet to the southwesterly right-of-way line of State Road No. 40, thence S 56°59'12" E along said southwesterly right-of-way line 531.25 feet, thence S 33°01'47" W 89.79 feet, thence S 00°11'26" E 1385.87 feet, thence S 36°25'52" E 285.41 feet to the approximate shoreline of Lake Waldens, thence run into said Lake S 29°57'59" E 201.43 feet to a point in said lake, said point being the south-east corner of the West 1/2 of the N.W. 1/4 of the S.W. 1/4 of said Section 8, thence S 89°30'58" W along said south boundary 329.84 feet to a point on the aforesaid approximate shoreline of Lake Waldens, thence continue S 89°30'58" W along said south boundary 330.29 feet to the southwest corner of said West 1/2 of N.W. 1/4 of S.W. 1/4, thence N 00°10'04" W along the west boundary of said Section 8 a distance of 1319.86 feet to the point of beginning.

Also: Lots 107, 108 and 109, in the Town of Waldens, situated in the S.W. 1/4 of Section 8, Township 15 South, Range 24 East, as per plat thereof recorded in Plat Book "E", page 23, Public Records of Marion County, Florida. Less and excepting therefrom that part of the East 200 feet of West 1181.38 feet of the S.W. 1/4 of said Section 8, Township 15 South, Range 24 East, lying south of Lake Waldens, all of which lies in Lot 109.

Also: South 1/2 of S.E. 1/4 of Section 7, Township 15 South, Range 24 East, except the West 70 acres, thereof.

Also: That part of the West 3/4 of the N.W. 1/4 of N.W. 1/4 of Section 17, Township 15 South, Range 24 East, lying north of Fort Gates Road, except additional road right-of-way conveyed in Official Records Book 991, page 173.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

(Utility name and address)

East Marion Sanitary Systems, Inc.
East Marion Water Distribution Inc.

P.O. Box 245
Silver Springs, FL 34489-0245

Herbert Hein Trustee
G4225 B4 Miller Rd #190
Flint, MI 48507

&

Enviro-Masters
P.O. Box 1972
Silver Springs, FL 34489-1972


EXHIBIT 6

AFFIDAVIT OF PUBLICATION

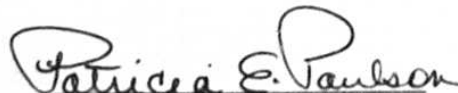
STATE OF FLORIDA
COUNTY OF MARION

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared Linda Tabor, who after being duly sworn on oath, did depose an oath and say that on October 1, 1997 she is publishing the notice of application to transfer East Marion Sanitary System, Inc. & East Marion Water Distribution, Inc., in a newspaper of general circulation within the territory described in the notice, a copy of Receipt 153098 of which is also attached hereto (Proof of Publication Notice will be submitted after publication on October 1, 1997).

FURTHER AFFIANT SAYETH NAUGHT.


Linda Tabor

Sworn to and subscribed before me this 30th day of September, 1997, by Linda Tabor, who is personally known to me.



Notary Public
My Commission expires:



Patricia E Paulson
My Commission CC596316
Expires October 27, 2000

OCALA STAR-BANNER 153098

P.O. Box 490

Ocala, Florida 34478

Date

9/29/97

Ph #

3523511338

ID #/Rt #

115584

Received of

Enrico Martin

Check

Pre-Paid

\$ 144.64

Cash

Expired

By

Carrier

PIA

99

98016 10/1/97

STAR-BANNER, WEDNESDAY, OCTOBER 1, 1997

9C

nat
of

LEGALS

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR MARION COUNTY

IN JURISDICTION DIVISION
CASE NO. 97-4226-CA-A
MORTGAGE SERVICES,
CHASE MANHATTAN
CORPORATION,

MORALES,
A. RODRIGUEZ of
RIVERA, ANA
wife, and, AN
IN POSSES-
SION OF REAL

RODRIGUEZ
and

As Clerk of the Court
By: T. KETNER
As Deputy Clerk
No. 90006 - October 1, 8, 1997

LEGAL NOTICE

Notice is hereby given on Sept. 29, 1997, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of majority organizational control of East Marion Water Distribution, Inc. from First Federal Bank of Osceola to Herbert Hein Trustee, providing service to the following described territory in Marion, Florida.

The following described lands located in portions of Sections 7, 8, 17, Township 15 South, Range 24 East, Marion County, Florida: Beginning at the SW corner of the SW 1/4 of the NW 1/4 of Section 8, Township 15 South, Range 24 East, Marion County, Florida, thence N 00° 29' 46" W along the west boundary of said Section 8 a distance of 839.97 feet to the southwesterly right-of-way line of State Road No. 40, thence S 56° 59' 12" E along said southwesterly right-of-way line 531.25 feet, thence S 33° 01' 47" W 89.79 feet, thence S 00° 11' 26" E 1385.87 feet, thence S 36° 25' 52" E 285.41 feet to the approximate shoreline of Lake Waldena, thence run into said Lake S 29° 57' 59" E 201.43 feet to a point in said lake, said point being the south-east corner of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 8, thence S 89° 30' 58" W along said south boundary 329.84 feet to a point on the aforesaid approximate shoreline of Lake Waldena, thence continue S 89° 30' 58" W along said south boundary 330.29 feet to the southwest corner of said West 1/4 of NW 1/4 of SW 1/4, thence N 00° 10' 04" W along the west

boundary of said Section 8 a distance of 1319.86 feet to the point of beginning.

Also: Lots 107, 108 and 109, in the Town of Waldena, situated in the SW 1/4 of Section 8, Township 15 South, Range 24 East, as per plat thereof recorded in Plat Book "E", page 23, Public Records of Marion County, Florida. Less and excepting therefrom that part of the East 200 feet of West 1181.38 feet of the SW 1/4 of said Section 8, Township 15 South, Range 24 East, lying south of Lake Waldena, all of which lies in Lot 109.

Also: South 1/2 of S.E. 1/4 of Section 7, Township 15 South, Range 24 East, except the West 70 acres, thereof. Also: That part of the West 1/4 of the NW 1/4 of NW 1/4 of Section 17, Township 15 South, Range 24 East, lying north of Fort Gates Road, except additional road right-of-way conveyed in Official Records Book 991, page 173.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity. East Marion Sanitary Systems, Inc. East Marion Water Distribution Inc. P.O. Box 245 Silver Springs, FL 34489-0245 Herbert Hein Trustee G4225 B4 Miller Rd #190 Flint, MI 48507 & Envirio-Masters P.O. Box 1972 Silver Springs, FL 34489-1972 No. 90016 - October 1, 1997

EXHIBIT 7A

FRANCIS E. THOMPSON, CLERK OF CIRCUIT COURT
FILE: 95039431
06/15/95 15:09
OR BOOK/PAGE: 2147/1381
MARION COUNTY - *M. Alexander*

140.00

dm
PREPARED BY & RETURN TO:
MICHAEL M. WALLIS
MOSLEY, WALLIS & WHITEHEAD, P.A.
P.O. BOX 1210
MELBOURNE, FLORIDA 32902-1210

WARRANTY DEED TO TRUSTEE
UNDER LAND TRUST AGREEMENT PURSUANT
TO SECTION 689.071, FLORIDA STATUTES

Rec 19.50
Doc 140.00

THIS INDENTURE WITNESSETH, that the Grantor First Federal Savings and Loan Association of Calceola County, whose address is P.O. Box 706001, St. Cloud, Florida and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Universal Sonlight Inc. a Nevada Corporation, Trustee of the EAST MARION WATER DISTRIBUTION TRUST, Dated May 4, 1995 whose address is 2300 South Pine, Ocala, Florida the following described real estate in the County of Marion, State of Florida, to wit: Tract "B" of Trails East subdivision, as recorded in Plat Book "Z", Pages 37 through 40, inclusive, of the Public Records of Marion County, Florida, hereinafter called "the property", subject to restrictions, reservations, and easements of record.

TO HAVE AND TO HOLD the said property in fee simple upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

First Federal Savings and Loan Association of Osceola County

Jan St. John
John H. Klein
Miche
MICHAEL WALKER

By: *James W. Burns*
James W. Burns Vice President



STATE OF FLORIDA
COUNTY OF SEMINOLE CHANGE

(CORPORATE SEAL)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JAMES W. BURNS known to me to be the Vice President of the corporation named as party of the first part in the foregoing instrument, and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May 1998.

Michael Walker
MICHAEL WALKER



MICHAEL WALKER
My Commission Expires
Expires Nov. 12, 1998
Bonded by FLS
200-629-1800

Drafted By:
S. F. Jenkins
2300 S. Pine Ave.
Ocala, FL 34471

Notary Public
My Commission Expires:
FILE: 95859451
OR BOOK/PAGE: 147/1284

EXHIBIT 7B

FRANCIS E. THOMPSON, CLERK OF CIRCUIT COURT
FILE: 95039470
06/15/95 15:17
OR BOOK/PAGE: 2147/1355
MARION COUNTY - *M. Alexander*

STATE OF FLORIDA
DOCUMENTARY STAMP
DEPT. OF REVENUE
JUN 15 95
175.00

[Signature]
PREPARED BY & RETURN TO:
MRS. M. M. WALLIS
MOSLEY, WALLIS & WHITEHEAD, P.A.
P.O. BOX 1210
MELBOURNE, FLORIDA 32902-1210

REF. NO. *[Handwritten]*
WARRANTY DEED TO TRUSTEE
UNDER LAND TRUST AGREEMENT PURSUANT
TO SECTION 689.071, FLORIDA STATUTES

[Handwritten]
175.00

THIS INDENTURE WITNESSETH, that the Grantor First Federal Savings and Loan Association of Osceola County, whose address is P.O. Box 706001, St. Cloud, Florida for and in consideration of Ten (\$10.00) Dollars, and other good and valuable considerations in hand paid grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Universal Sonlight Inc. a Nevada Corporation, Trustee of the EAST MARION SANITARY SYSTEM TRUST, Dated May 4, 1995, whose address is 2300 South Pine, Ocala, Florida the following described real estate in the County of Marion State of Florida, to wit:
Tract "C" and all improvements thereon, of Trails East subdivision, as recorded in Plat Book "E", Pages 37 through 40, inclusive, of the Public Records of Marion County, Florida, hereinafter called "the property", subject to restrictions, reservations, and easements of record.

TO HAVE AND TO HOLD the said property in fee simple upon the trusts and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

First Federal Savings and Loan
Association of Osceola County

James W. Burns
John H. Aikin
[Signature]
MICHAEL WALLIS

By: *[Signature]*
James W. Burns Vice President



(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ~~ST. JOHNS~~ ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James W. Burns known to me to be the Vice President of the corporation named as party of the first part in the foregoing instrument, and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May 1995.

[Signature]

Drafted By:
S. T. Jenkins
2300 S. Pine Ave.
Ocala, FL 34471

Notary Public
My Commission Expires:

FILE: 9503-78
OR BOOK/PAGE: 2147/1358



MICHAEL M. WALLIS
My Commission C0012720
Expires Nov. 12, 1997
Bonded by 1991
600-429-1660

Exhibit 9

The certificates for the utilities are not available for the following reasons.

The utilities were created in conjunction with the development of the subdivision known as Trails East. Shortly after the completion of the utilities and the development of the subdivision, the original owner and developer, Eric Wagner, died in a hunting accident. Mr. Wagner's estate then sold the development to Del-American Ltd. This purchase was financed by First Federal of Osceola Bank, which subsequently foreclosed upon Del-American. No one has been able to obtain the original or current certificates for these utilities.


Herbert Hein

p.s. We would appreciate being able to obtain copies or a replacement certificate for these utilities.

WATER TARIFF

EAST MARION WATER DISTRIBUTION, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

East Marion Water
Distribution, Inc.

NAME OF COMPANY

P.O.Box 245

Silver Springs, FL 34489-0245

(ADDRESS OF COMPANY)

(352) 351-1338

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Herbert Hein

ISSUING OFFICER

President

TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing	4.0 Held for future use
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	7.0 - 10.0
Service Availability Policy	24.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0 - 5.1
Territory Served	3.0

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 490-W

COUNTY - Marion

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
17837	7-14-87	870389-WU	Certificate
24553	05/20/91	900603-WS	Transfer

(Continued to Sheet No. 3.1)

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following described lands located in portions of Sections 7, 8, 17, Township 15 South, Range 24 East, Marion County, Florida:

Beginning at the S.W. corner of the S.W. 1/4 of the N.W. 1/4 of Section 8, Township 15 South, Range 24 East, Marion County, Florida, thence N 00°29'46" W along the west boundary of said Section 8 a distance of 839.97 feet to the southwesterly right-of-way line of State Road No. 40, thence S 56°59'12" E along said southwesterly right-of-way line 531.25 feet, thence S 33°01'47" W 89.79 feet, thence S 00°11'26" E 1385.87 feet, thence S 36°25'52" E 285.41 feet to the approximate shoreline of Lake Waldena, thence run into said Lake S 29°57'59" E 201.43 feet to a point in said lake, said point being the south-east corner of the West 1/2 of the N.W. 1/4 of the S.W. 1/4 of said Section 8, thence S 89°30'58" W along said south boundary 329.84 feet to a point on the aforesaid approximate shoreline of Lake Waldena, thence continue S 89°30'58" W along said south boundary 330.29 feet to the southwest corner of said West 1/2 of N.W. 1/4 of S.W. 1/4, thence N 00°10'04" W along the west boundary of said Section 8 a distance of 1319.86 feet to the point of beginning.

Also: Lots 107, 108 and 109, in the Town of Waldena, situated in the S.W. 1/4 of Section 8, Township 15 South, Range 24 East, as per plat thereof recorded in Plat Book "E", page 23, Public Records of Marion County, Florida. Less and excepting therefrom that part of the East 200 feet of West 1181.38 feet of the S.W. 1/4 of said Section 8, Township 15 South, Range 24 East, lying south of Lake Waldena, all of which lies in Lot 109.

Also: South 1/2 of S.E. 1/4 of Section 7, Township 15 South, Range 24 East, except the West 70 acres, thereof.

Also: That part of the West 3/4 of the N.W. 1/4 of N.W. 1/4 of Section 17, Township 15 South, Range 24 East, lying north of Fort Gates Road, except additional road right-of-way conveyed in Official Records Book 991, page 173.

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
------------------------	-----------------------------	---	------------------

HELD FOR FUTURE USE

ISSUING OFFICER _____

TITLE _____

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, 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" - East Marion Water Distribution, 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)

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

(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.

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number</u>	<u>Rule Number</u>
Access to Premises	9.0	13.0
Adjustment of Bills	10.0	23.0
Adjustment of Bills for Meter Error	10.0	24.0
All Water Through Meter	10.0	22.0
Applications.....	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
Customer Billing.....	9.0	15.0
Delinquent Bills	9.0	16.0
Extensions	8.0	6.0
Filing of Contracts	10.0	26.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	7.0	7.0
Meters	10.0	21.0

(Continued to Sheet No. 6.1)

Herbert Hein
ISSUING OFFICERPresident
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number</u>	<u>Rule Number</u>
Meter Accuracy Requirements	10.0	25.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	17.0
Policy Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0
Right of Way or Easements	9.0	14.0
Termination of Service	9.0	18.0
Type and Maintenance	8.0	9.0
Unauthorized Connections - Water	10.0	20.0

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

(Continued from: Sheet No. 7.0)

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

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

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

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

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

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

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

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

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

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

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

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

16.0 DELINQUENT BILLS - When it has been determined that a customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.

18.0 TERMINATION OF SERVICE - When a customer wishes to terminate service on any premises where water service is supplied by the Company with water service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

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

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

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 -

	<u>Meter Size</u>	<u>Base Facility Charge</u>
<u>RATE</u> -	5/8 x 3/4	\$ 8.70
	3/4	13.05
	1	21.75
	1 1/2	43.50
	2	69.60
	3	139.20
	4	217.50
	6	435.00
	Gallage Charge	\$ 1.27 per 1,000 gallons

BASE FACILITY CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD -

<u>RATE</u>	- Meter Size	<u>Base Facility Charge</u>
	5/8 x 3/4	\$ 8.70
	3/4	13.05
	1	21.75
	1 1/2	43.50
	2	69.60
	3	139.20
	4	217.50
	6	435.00
	Gallage Charge	\$ 1.27 per 1,000 gallons

BASE FACILITY - \$ 8.70 / PER - Month

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Herbert Hein
ISSUING OFFICER
President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, 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 if the customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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"	\$10.00	\$10.00
1"	\$10.00	\$10.00
1 1/2"	\$10.00	\$10.00
Over 2"	\$10.00	\$10.00

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.

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customer's account during the month of April 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 met the requirements of Rule 25-30.311(5), Florida Administrative Code. 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 pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

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.

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$ 15.00
Premises Visit Fee (in lieu of disconnection)	\$ 10.00

EFFECTIVE DATE -TYPE OF FILING - Transfer

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	Not Applicable
2" metered service	\$	
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD).....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD).....	\$	
All others-per gallon/month	\$	
Inspection Fee	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC (___ GPD).....	\$	
All others-per gallon	\$	
or		
Residential-per lot (___ foot frontage).....	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$ 70.00	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
Plan Review Charge	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC (___ GPD).....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___ GPD).....	\$ 300.00	
All others-per gallon	\$	

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

Effective Date:

Type of Filing: Transfer

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

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

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.
 WATER TARIFF

CONNECTION/TRANSFER SHEET

EAST MARION SANITARY SYSTEMS, INC.
P.O. BOX 245
SILVER SPRINGS, FL 34489-0245

Effective Date _____

Meter # _____

Meter Reading _____

Billing and Management by: **Enviro-Masters Water & Wastewater Services, Inc**
 2320 N.E. 2nd Street, Suite 3B, Ocala, FL 34470
 24-Hour Telephone Service: 352/351-1338

Subdivision: LAKEVIEW WOODS Account Number: _____

Customer Name: _____

Billing Address: _____

Home Phone: _____ Work Phone (Emergency Only) _____

Service Address: _____

Block/Lot: _____ Type: Residential/Commercial

Bills are mailed on the last day of each month and are due upon receipt.

Bills are considered late 20 days after the billing date and must be paid no later than the 20th of every month. Customers are notified 5 days before disconnection on delinquent accounts, and 48 hours before disconnection on returned checks. There is a \$20.00 charge for returned checks, plus any additional charges assessed to us by the bank (cash payment only on returned checks). If water service is disconnected due to non-payment, there is a \$15.00 reconnection charge when performed during regular hours. After regular hours, the reconnection charge is \$30.00.

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.

Monthly Rate:

Water: Base Charge \$8.70 \$1.27 per 1,000 gallons
 Sewer: Base Charge \$9.61 \$1.83 per 1,000 gallons (Max. 10,000 gal)

Initial Connection Fee: \$ _____
 Deposit: \$ None
 Conn/Transfer Fee: \$ _____
 Other Charges: \$ _____
 TOTAL: \$ _____ Paid by Cash or Check # _____

The undersigned does hereby agree to abide by the Rules and Regulation of this Utility, as approved by the Florida Public Service Commission, and does guarantee payment of any and all indebtedness incurred

PLEASE FILL IN HIGHLIGHTED
 AREAS, SIGN AND RETURN
 WITH PAYMENT. THANK YOU.

Signature _____

Herbert Hein
 ISSUING OFFICER

President
 TITLE

Sample Application Form

Name _____

Telephone Number _____

Billing Address _____

City

StateZip

Service Address _____

City

StateZip

Date service should begin _____

Service requested:

Water ____ Wastewater ____ Both ____

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

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

Signature

Date

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Not Applicable

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

EAST MARION SANITARY SYSTEMS, INC.
P O BOX 245
SILVER SPRINGS, FL 34489-0245
352/351-1338

WAT	
SEW	

--	--	--	--

CUSTOMER		DU	
ROUTE	ACCOUNT	AFTER THE DATE	
NET AMOUNT TO BE PAID			

MAIL THIS STUB WITH YOUR PAYMENT

Herbert Hein
ISSUING OFFICER
President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 17.0
Service Availability Policy.....	24.0
Table of Dailey flows	25.0

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility will provide service to a single phase 181 single family home development.

The utility has invested in treatment facilities as well as all transmission and distribution facilities.

To receive service, customers will pay the system capacity and meter installation charges shown on page 17.0

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION WATER DISTRIBUTION, INC.

WATER TARIFF

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

Herbert Hein
 ISSUING OFFICER

President
 TITLE

WASTEWATER TARIFF

East Marion
Sanitary Systems, Inc.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATERTARIFF

East Marion
Sanitary Systems, Inc.
NAME OF COMPANY

P.O. Box 245

Silver Springs, FL 34489-0245

(ADDRESS OF COMPANY)

(352) 351-1338
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing	4.0 Held for future use
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	22.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0 & 5.1
Territory Served	3.0

Herbert Hein
ISSUING OFFICER
President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 425-S

COUNTY - Marion

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
17837	7-14-87	870388-SU	Certificate
24553	05/20/91	900603-WS	Transfer

(Continued to Sheet No. 3.1)

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following described lands located in portions of Sections 7, 8, 17, Township 15 South, Range 24 East, Marion County, Florida:

Beginning at the S.W. corner of the S.W. 1/4 of the N.W. 1/4 of Section 8, Township 15 South, Range 24 East, Marion County, Florida, thence N 00°29'46" W along the west boundary of said Section 8 a distance of 839.97 feet to the southwesterly right-of-way line of State Road No. 40, thence S 56°59'12" E along said southwesterly right-of-way line 531.25 feet, thence S 33°01'47" W 89.79 feet, thence S 00°11'26" E 1385.87 feet, thence S 36°25'52" E 285.41 feet to the approximate shoreline of Lake Waldena, thence run into said Lake S 29°57'59" E 201.43 feet to a point in said lake, said point being the south-east corner of the West 1/2 of the N.W. 1/4 of the S.W. 1/4 of said Section 8, thence S 89°30'58" W along said south boundary 329.84 feet to a point on the aforesaid approximate shoreline of Lake Waldena, thence continue S 89°30'58" W along said south boundary 330.29 feet to the southwest corner of said West 1/2 of N.W. 1/4 of S.W. 1/4, thence N 00°10'04" W along the west boundary of said Section 8 a distance of 1319.86 feet to the point of beginning.

Also: Lots 107, 108 and 109, in the Town of Waldena, situated in the S.W. 1/4 of Section 8, Township 15 South, Range 24 East, as per plat thereof recorded in Plat Book "E", page 23, Public Records of Marion County, Florida. Less and excepting therefrom that part of the East 200 feet of West 1181.38 feet of the S.W. 1/4 of said Section 8, Township 15 South, Range 24 East, lying south of Lake Waldena, all of which lies in Lot 109.

Also: South 1/2 of S.E. 1/4 of Section 7, Township 15 South, Range 24 East, except the West 70 acres, thereof.

Also: That part of the West 3/4 of the N.W. 1/4 of N.W. 1/4 of Section 17, Township 15 South, Range 24 East, lying north of Fort Gates Road, except additional road right-of-way conveyed in Official Records Book 991, page 173.

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
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HELD FOR FUTURE USE

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 ***SERVICE*** - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 ***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.

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number</u>	<u>Rule Number</u>
Access to Premises	9.0	13.0
Adjustment of Bills	10.0	23.0
Applications.....	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
Customer Billing.....	9.0	15.0
Delinquent Bills	9.0	16.0
Evidence of Consumption.....	10.0	22.0
Extensions	8.0	6.0
Filing of Contracts	10.0	26.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	7.0	7.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	17.0
Policy Dispute	7.0	2.0
Protection of Company's Property	12.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0

(Continued to Sheet No. 6.1)

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Right of Way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	8.0	9.0
Unauthorized Connections - Wastewater	9.0	20.0

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

7.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

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

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

9.0 **TYPE AND MAINTENANCE** - In accordance with Rule 25-30.545, Florida Administrative Code, the customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater 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 wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.
- 13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

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

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

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 **TERMINATION OF SERVICE** - When a customer wishes to terminate service on any premises where wastewater service is supplied by the Company with wastewater service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 **UNAUTHORIZED CONNECTIONS - WASTEWATER** - Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 **ADJUSTMENT OF BILLS** - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 **EVIDENCE OF CONSUMPTION** - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

BILLING PERIOD -

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 9.51
3/4"	14.42
1"	24.03
1 1/2"	48.05
2"	76.88
3"	153.76
4"	240.25
6"	480.50
<u>Gallonage Charges</u> Per 1,000 Gallons	\$ 2.20

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD -

RATE - Base Facility Charge \$9.61
Gallorage \$1.83 per 1,000 gallons
(Maxium 10,000 gallons per month)

BASE FACILITY CHARGE - \$9.61 PER - Month

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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"	\$10.00	\$10.00
1"	\$10.00	\$10.00
1 1/2"	\$10.00	\$10.00
Over 2"	\$10.00	\$10.00

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.

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customer's account during the month of _____ 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 met the requirements of Rule 25-30.311(5), Florida Administrative Code. 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 pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATETYPE OF FILING

Transfer

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEM INC.
 WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAIL. POLICY</u>	
	<u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD.....	\$	
All others-per gallon/month.....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD.....	\$	
All others-per gallon/month.....	\$	
Inspection Fee	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC (___)GPD.....	\$	
All others-per gallon	\$	
or		
Residential-per lot (___foot frontage).....	\$	
All others-per front foot	\$	
Plan Review Charge	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC (___)GPD.....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___)GPD.....	\$	
All others-per gallon	\$	715.00

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE -
TYPE OF FILING - Transfer

Herbert Hein
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY' EAST MARION SANITARY SYSTEMS, INC.
 WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CONNECTION/TRANSFER SHEET

EAST MARION SANITARY SYSTEMS, INC.
P.O. BOX 245
SILVER SPRINGS, FL 34489-0245

Effective Date _____
 Meter # _____
 Meter Reading _____

Billing and Management by: **Enviro-Masters Water & Wastewater Services, Inc.**
 2320 N.E. 2nd Street, Suite 3B, Ocala, FL 34470
 24-Hour Telephone Service: 352/351-1338

Subdivision: LAKEVIEW WOODS Account Number: _____
 Customer Name: _____
 Billing Address: _____
 Home Phone: _____ Work Phone (Emergency Only): _____
 Service Address: _____
 Block/Lot: _____ Type: Residential/Commercial

Bills are mailed on the last day of each month and are due upon receipt.

Bills are considered late 20 days after the billing date and must be paid no later than the 20th of every month. Customers are notified 5 days before disconnection on delinquent accounts, and 48 hours before disconnection on returned checks. There is a \$20.00 charge for returned checks, plus any additional charges assessed to us by the bank (cash payment only on returned checks). If water service is disconnected due to non-payment, there is a \$15.00 reconnection charge when performed during regular hours. After regular hours, the reconnection charge is \$30.00.

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.

Monthly Rate:

Water Base Charge: \$8.70 \$1.27 per 1,000 gallons
 Sewer Base Charge: \$9.61 \$1.83 per 1,000 gallons (Max. 10,000 gal)

Initial Connection Fee: \$ _____
 Deposit: \$ None
 Conn/Transfer Fee: \$ _____
 Other Charges: \$ _____
 TOTAL: \$ _____ Paid by Cash or Check # _____

The undersigned does hereby agree to abide by the Rules and Regulation of this Utility, as approved by the Florida Public Service Commission, and does guarantee payment of any and all indebtedness incurred

PLEASE FILL IN HIC LIGHTED
 AREAS. SIGN AND RETURN
 WITH PAYMENT. THANK YOU.

Signature _____ Herbert Hein
 ISSUING OFFICER
President
 TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICECONNECTION/TRANSFER SHEET

Effective Date _____

Meter # _____

Meter Reading _____

EAST MARION SANITARY SYSTEMS, INC.
P.O. BOX 245
SILVER SPRINGS, FL 34489-0245

Billing and Management by: Enviro-Masters Water & Wastewater Services, Inc.
 2320 N.E. 2nd Street, Suite 3B, Ocala, FL 34470
 24-Hour Telephone Service: 352/351-1338

Subdivision: LAKEVIEW WOODS Account Number: _____

Customer Name: _____

Billing Address: _____

Home Phone: _____ Work Phone (Emergency Only) _____

Service Address: _____

Block/Lot: _____ Type: Residential/Commercial

Bills are mailed on the last day of each month and are due upon receipt.

Bills are considered late 20 days after the billing date and must be paid no later than the 20th of every month. Customers are notified 5 days before disconnection on delinquent accounts, and 48 hours before disconnection on returned checks. There is a \$20.00 charge for returned checks, plus any additional charges assessed to us by the bank (cash payment only on returned checks). If water service is disconnected due to non-payment, there is a \$15.00 reconnection charge when performed during regular hours. After regular hours, the reconnection charge is \$30.00.

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.

Monthly Rate:

Water: Base Charge: \$8.70 \$1.27 per 1,000 gallons
 Sewer: Base Charge: \$9.61 \$1.83 per 1,000 gallons (Max. 10,000 gal)

Initial Connection Fee	\$ _____	
Deposit	\$ None	
Conn / Transfer Fee	\$ _____	
Other Charges	\$ _____	
TOTAL	\$ _____	Paid by Cash or Check # _____

The undersigned does hereby agree to abide by the Rules and Regulation of this Utility, as approved by the Florida Public Service Commission, and does guarantee payment of any and all indebtedness incurred

PLEASE FILL IN HIGHLIGHTED
 AREAS, SIGN AND RETURN
 WITH PAYMENT. THANK YOU

Signature _____ Herbert Hein

ISSUING OFFICER

President
 TITLE

Sample Application Form

Name _____

Telephone Number _____

Billing Address _____

City

StateZip

Service Address _____

City

StateZip

Date service should begin _____

Service requested:

Water ____ Wastewater ____ Both ____

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

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

Signature

Date

Herbert Hein
ISSUING OFFICER

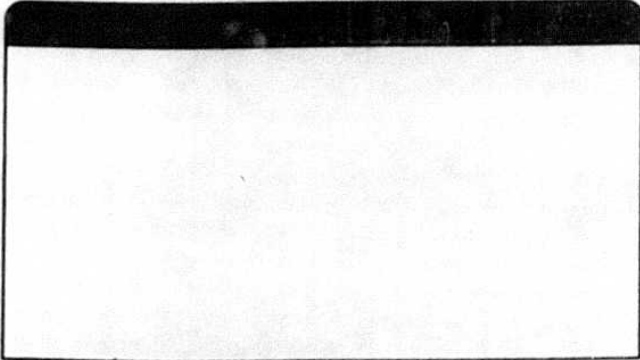
President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

EAST MARION SANITARY SYSTEMS, INC. |
P.O. Box 245
SILVER SPRING, FL 34489-0245
(352) 351-1338



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PAST DUE
AFTER THIS DATE

MAIL THIS STUB WITH YOUR PAYMENT

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

Schedule of Fees and Charges.....
Service Availability Policy.....

Sheet Number

Go to Sheet No. 16.0
22.0

Herbert Hein
ISSUING OFFICER

President
TITLE

NAME OF COMPANY EAST MARION SANITARY SYSTEMS, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The utility will provide service to a single phase 181 single family home development.

The utility has invested in treatment facilities as well as all transmission and distribution facilities.

To receive service, customers will pay the system capacity charges shown on page 16.0

Herbert Hein
ISSUING OFFICER

President
TITLE