

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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In re: Application of Town & Country Utility Company to operate a water utility in Charlotte and Lee Counties, Florida

RECORDS AND DOCKET NO. REPORTING

981288-WU

APPLICATION FOR ORIGINAL WATER CERTIFICATE

Applicant, Town & Country Utility Company (hereinafter "the Utility", "the Applicant" or "Town and Country"), by and through its undersigned attorneys, and pursuant to Sections 367.031 and 367.045, Florida Statutes, and Rule 25-30.033, Florida Administrative Code, files this Application for a certificate to operate a water utility in Charlotte and Lee Counties and in support thereof states:

I.

The Applicant's name and address is:

Town & Country Utility Company
8000 State Road 31
Punta Gorda, Florida 33982

II.

The name and address of the person to contact concerning this Application is:

F. Marshall Deterding
Rose, Sundstrom & Bentley
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Phone: (850) 877-6555
Fax: (850) 656-4029

Check received with filing and
awarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.
Initials of person who forwarded check
W.S.

III.

Town & Country Utility Company is a Corporation incorporated in Florida on May 7, 1998.

DOCUMENT NUMBER-DATE

14074 OCT-88

TPSC-RECORDS/REPORTING

IV.

The name and address of all corporate officers and directors are as follows:

Richard S. Cuda  
President, Secretary, Treasurer, Director  
3 Squirrel Hill Lane  
West Hartford, CT 06107

Earl Drayton Farr, Jr., Esquire  
Director  
P.O. Drawer 511447  
Punta Gorda, FL 33951

Carl Stillatano  
Treasurer, Director  
P.O. Box 8348  
Pittsburgh, PA 15218

V.

The Applicant has not made an election under Internal Revenue Code Section 1362 to be an S Corporation.

VI.

The Applicant has the financial and technical ability to provide water service to the area applied for herein. Prior to the formation of the Utility, the related party landowner owned the existing facilities which will now be utilized by the Utility in providing service to the territory applied for herein. The Utility will continue to employ operations, maintenance and technical advisory personnel necessary to ensure continued efficient provision of water service to the various customers of the Utility, and to meet the future needs and expanding needs anticipated for water services within the proposed territory.

**VII.**

The Applicant is a subsidiary of Babcock Florida Company and all of the stock of Town & Country Utility Company is owned by Babcock Florida Company whose address is:

Babcock Florida Company  
8100 State Road 31  
Punta Gorda, Florida 33982

**VIII.**

The Applicant has the technical ability to provide the water service to the proposed territory as applied for herein. The Applicant can provide such service and expansion of that service as and when needed in the most efficient and effective manner. All of the water facilities currently owned and operated by a related party will begin being operated by the Utility before or immediately upon approval and certification of Town & Country Utility Company by the Florida Public Service Commission (hereinafter "the Commission" or "the PSC"). Ownership or other rights to beneficial use of any facilities, lands, or land rights needed by the Utility in order to provide water service throughout the territory in a most efficient manner possible, will be provided by the related party landowner as and when needed in order to ensure the needs for water services are met in accordance with the Utility's obligations under Florida Statutes, Rules of the Commission, the Utility's tariff, and good Utility and water management practices.

Babcock Florida Company currently operates all existing Utility facilities in question and has the appropriate certificates and licenses to operate those existing supplied facilities. The

Parent Company who currently owns the facilities has in the past employed operation maintenance and technical advisory personnel necessary to ensure the efficient provision of potable and non-potable quality water service to the various customers presently served. The Utility has entered into an agreement with its land owner parent so that the Utility will obtain the long term right to use the necessary properties for Utility purposes. A copy of this Lease Agreement is attached hereto as **Exhibit "C"**. The Utility will continue to employ those same personnel and hire additional qualified persons as needed in order to continue to provide the same high quality of service as additional need for such services arise.

#### **IX.**

There is currently a need for both potable and non-potable water service within the proposed service territory applied for herein. That service consists of existing residential, commercial and agricultural services. The needs for these various services are throughout the service territory as depicted in the maps included in **Exhibit "A"**. The Utility has not inquired from other Utilities within the area who might be able to provide service to this territory. Because of the existing facilities which are being utilized by the parent company presently and will be utilized by the Utility company immediately upon, if not before, certification by the Commission, any attempts to obtain service from any outside source would dramatically increase the cost of providing such service and could quite possibly result in a decrease of the

quality of service provided. In addition, the cost of running existing water mains to the existing systems within the territory, or to the existing locations where the need for service presently exists, from any other Utility with the ability to provide the quantity needed within the service territory would be extraordinarily high and extremely inefficient given the availability of facilities and water sources already in place within the service territory for that purpose.

#### X.

Through funding and the financial support of its parent company, the Utility will have ample financial backing to ensure the safe, efficient and sufficient provision of non-potable water service to the territory applied for herein and the expansion as needed of water sources and facilities in the proposed service area to meet all future needs. Attached hereto as **Exhibit "D"**, is a recent balance sheet for the Utility's parent company showing that that company has ample capital resources to support the initial funding of the financial needs of the Utility and all future needs as they become known. Also attached as part of **Exhibit "D"** is an affidavit from an officer of the parent company insuring its financial commitment to the Utility company for all future capital requirements.

#### XI.

The Babcock Florida Company, the parent company of Town & Country Utility Company, has for over 50 years owned the property and overseen the water resources within the property which is to be

the service territory of Town & Country Utility Company. The parent company has vast experience in water management through its agricultural oversight and has been a leader in water conservation measures and innovative resource management techniques for agricultural use of non-potable water. Town & Country Utility Company will immediately provide both potable and non-potable water service to the existing locations and continue to plan toward the provision of the potable and non-potable water service to all such needs within its proposed service territory. Certification of the Utility by the Commission will allow the Applicant to utilize the lowest quality water that is fit for the purpose intended in accordance with the state water policy.

## XII.

There is an existing need for both potable and non-potable water throughout the proposed service territory applied for herein. The service consists not only of a need for service to existing users, but also for planned residential and commercial customers needing such potable and non-potable water in the very near future. The need for both potable and non-potable water services exist throughout the service territory applied herein as is evident from a review of the maps contained in Figure 3-1, 4-1, 5-2 and A-1 of **Exhibit "A"**. In order to ensure the orderly planning and growth of development within the proposed service territory and ensure the most efficient use of precious water resources, the Commission should grant the requested certificate immediately to enable Town & Country Utility Company to meet those needs in the public interest.

### XIII.

There are no other Utilities within the area who are currently able to provide the potable and non-potable services proposed by Applicant, Town & Country Utility Company, or who could potentially provide such service. The Applicant has reviewed local plants and facilities and found no other existing entity in a position to provide such service. Town & Country Utility Company is in a unique position to coordinate the orderly growth of such services as and when needed and has a greater variety and quantity of available and contiguous sources of supply than any other alternative provider could possibly have based upon this close-working relationship with the related party landowner.

### XIV.

The provision of water service in the proposed service territory, including use of existing and proposed facilities as outlined in this Application, will be consistent with the water sections of the local Comprehensive Plans for both Charlotte and Lee County as approved by the Department of Community Affairs.

### XV.

The parent company of the Applicant is currently providing water services to its own properties at no cost. The Applicant plans to begin providing service to all customers within its service territory after obtaining control of all water facilities owned by the parent company within the very near future and will begin providing that service for compensation immediately after certification and rate approval by the Commission. Until such time

as the Commission grants certification and approval of appropriate rates and charges, the Applicant may provide that service at no cost pending final approval by the PSC.

**XVI.**

Attached hereto as Table 2-2 and 2-3 of **Exhibit "A"** is a statement and table concerning the number of equivalent residential connections proposed to be served by Town & Country Utility Company by meter size and customer class.

**XVII.**

Attached hereto as Section 2.2 of **Exhibit "A"** is a description of the type of customers that Town & Country Utility Company anticipates providing service to.

**XVIII.**

Attached hereto as **Exhibit "C"** is a copy of a 99 year lease which provides for continuance use of the land and treatment facilities currently owned by the Utility's parent company and from whom the Utility company will release those facilities and property.

**XIV.**

Attached hereto as **Exhibit "E"** are the original and two copies of the sample tariff containing all rates, classifications, charges, rules and regulations consistent with Rule 25-9, Florida Administrative Code, which the Applicant herein intends to utilize in providing water service.



**XX.**

Under Section 1.4 of **Exhibit "A"** is a description of the territory proposed for inclusion in the Utility's certificated service area using township range and section references.

**XXI.**

Attached hereto as Figure 1-3 and Plate 1 of **Exhibit "A"** are copies of maps showing the township range and section references with the proposed service territory plotted thereon. Because the proposed territory described herein encompasses many square miles, it is not reasonably possible to utilize a map of a scale of 1" = 200 ft., or 1" = 400 ft. as proposed under Subsection (n) of Rule 25-30.033, Florida Administrative Code. A map of that scale under these circumstances would not be feasible or readily usable to the Commission in evaluating this Application. Figure 1-3 and Plate 1 both included with **Exhibit "A"**, are maps that utilize much smaller scales (i.e. 1" = 2 miles on Figure 1-3 and 1" = 3000' on Plate 1). The Applicant therefore requests a waiver of the specific provisions of Rule 25-30.033(n). To the extent that these maps are inconsistent with the Commission's interpretation of that Rule Subsection.

**XXII.**

Attached hereto as Section 4.2, 5.2 and 6.2 of **Exhibit "A"**, is a statement regarding the separate capacities of the proposed lines and treatment facilities in terms of ERCs and gallons per day to service the known and anticipated development in the various classes of service. The description of the existing potable water

facilities outlining the location, type of treatment, and a drawing of the typical water treatment facility is contained within Section 3 of **Exhibit "A"** hereof. A description of the proposed additional centralized potable water facilities including the description of the size and nature of such facilities and the type of treatment to be employed is included within Section 4 of **Exhibit "A"**. A similar explanation of existing and proposed non-potable water facilities are included in Sections 5 and 6 of **Exhibit "A"** respectively. Since the Utility is requesting only a water certificate, there will be no wastewater treatment or effluent disposal and as a result, the requirements of Rule 25-30.033(1)(q), Florida Administrative Code are inapplicable.

#### XXIII.

The Utility is just beginning operation and has not yet received its first dollar of revenue and will not receive such revenue until such time as the Florida Public Service Commission approves the appropriate rates and charges for the Utility. Therefore, no detailed balance sheet or statement of financial condition or operating statement of the Applicant are available. However, included as part of **Exhibit "B"** are information concerning all of the assets of the Utility to be utilized in the provision of the various types of water service and operation of maintenance expenses anticipated to be incurred in such operation. Those lists of assets and O & M expenses are prepared in accordance with the provisions of Rule 25-30.115, Florida Administrative Code. As

such, Applicant believes that these exhibits comply with the requirements of Rule 25-30.032(1)(r) and (s).

**XXIV.**

Babcock Florida Company, the parent company of the Utility, is the entity which has provided and will continue to provide funding to the Utility as and when needed to ensure that all needs for capital improvements are met in a timely manner and to ensure the continued provision of safe and efficient potable and non-potable water service in the future within the proposed service territory. Attached hereto as **Exhibit "D"** are comparative balance sheets for Babcock Florida Company and subsidiaries for the years ended December 31, 1996 and 1997. Also attached as part of **Exhibit "D"** is an affidavit of Earl Drayton Farr, Jr., Secretary of Babcock Florida Company, assuring the Commission that Babcock Florida Company will fund the capital needs and any operating deficits of the Utility on an as and when needed basis.

**XXV.**

Attached as **Exhibit "B"** is a cost study including customer projections supporting the proposed rates and charges and service availability charges.

**XXVI.**

Attached hereto as **Exhibit "B"** are the projected costs of the proposed systems by NARUC account numbers and related capacity of each system and ERCs in gallons per day.

**XXVII.**

Attached hereto as Schedule No. 7, 15 and 22 of **Exhibit "B"** are the projected operating expenses of the proposed systems by NARUC account numbers when 80% of design capacity of the system is being utilized.

**XXVIII.**

The schedules showing the projected capital structure, including the methods of financing the construction operation of the Utility until the Utility reaches 80% of design capacity of the system is attached hereto as Schedule 23 of **Exhibit "B"**. To the extent the financing of a construction of operations or operations is beyond the resources of the Utility, Babcock Florida Company, the parent company to the Applicant herein, will provide all additional funding as and when needed in order to finance such construction operation of the Utility until it reaches that 80% of design capacity level.

**XXIX.**

Attached hereto as **Exhibit "F"** is an affidavit showing that the Utility has provided notice in accordance with the requirements of Rule 25-30.030, Florida Administrative Code, to all those entitled to such notice. A publication notice in compliance with Rule 25-30.030(7), Florida Administrative Code was due to be published on October 8, 1998. Proof of publication will be provided to the Commission as **Exhibit "G"** immediately after it is received from the newspaper utilized for this purpose. The Utility has provided a copy of the appropriate notice by regular mail or

personal service to each of the customers of the system to be certified. An affidavit of such compliance is attached hereto as **Exhibit "H"**.

**XXX.**

In accordance with the requirements of Section 367.045(1)(d), Florida Statutes and Rule 25-30.033 and 25-30.020, Florida Administrative Code, enclosed is a check for the filing fee in the amount of \$3,000, which is intended to satisfy the requirements of those rules and statutory sections for a system intended to serve more than 4,000 ERCs.

**XXXI.**

The Applicant herein requests that the Florida Public Service Commission grant the waiver of Rule 25-30.033(1)(n) as requested in Paragraph XXI hereof, to the extent the Commission deems such waiver necessary, and issue a certificate to Town & Country Utility Company to provide water service to the territory requested in Charlotte and Lee Counties. In addition, Applicant requests that the Commission in its order granting such a certificate, authorize a collection of the rates proposed herein and implementation of the tariffs as included herein.

Respectfully submitted this  
8th day of October, 1998, by:

ROSE, SUNDSTROM & BENTLEY, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(850) 877-6555

  
F. MARSHALL DETERDING

EXHIBIT A

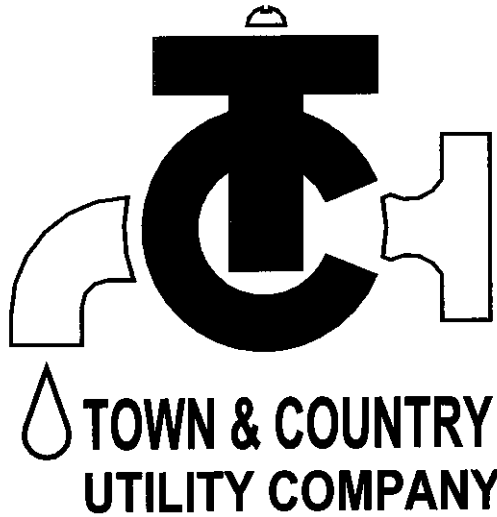
**APPLICATION FOR AN INITIAL  
CERTIFICATION OF AUTHORIZATION**

Before The

**FLORIDA PUBLIC SERVICE COMMISSION**



For



September, 1998

Prepared by

JOHNSON ENGINEERING, INC.

*11074-98 cont'd*

# Town & Country Utility Company

## APPLICATION FOR AN INITIAL CERTIFICATION OF AUTHORIZATION BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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**Town & Country Utility Company**

**APPLICATION FOR AN INITIAL CERTIFICATION OF  
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**Town & Country Utility Company**

**APPLICATION FOR AN INITIAL CERTIFICATION OF  
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## SECTION 1

# INTRODUCTION

## 1.1 PURPOSE

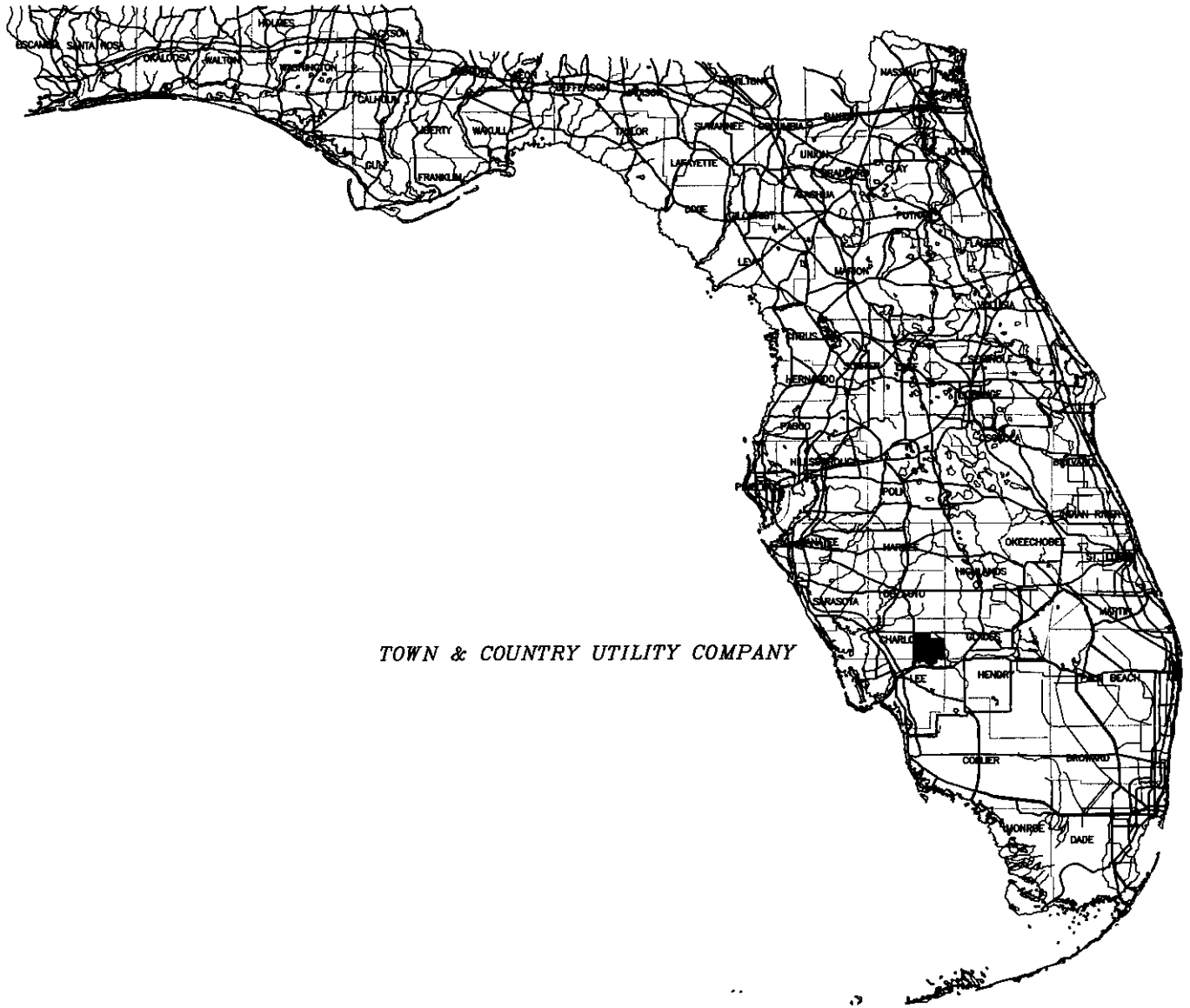
The purpose of this document is to compile the information necessary to complete the Florida Public Service Commission (FPSC) Application for An Initial Certificate of Authorization for Town & Country Utility Company (T&CUC). This application establishes the service area and initial potable and non-potable water rates and charges for T&CUC. The service territory is described later in this section and consists primarily of the Babcock Florida Company Crescent B Ranch. Several existing and proposed water needs exist. The creation of the Town & Country Utility Company is integral to planning for and ensuring the efficient and economical supply of water for the various needs of the proposed service area.

## 1.2 SCOPE

The scope of this document is specifically defined by the Florida Statutes, (F.S.) and Florida Administrative Code (F.A.C.) associated with the regulation of investor owned water systems within the State of Florida. Specifically, Chapter 367, F.S. and Chapters 25-9 and 25-30 of the F.A.C. define the specific requirements necessary for the establishment of the service area and initial rates and charges. Section 2 will further detail these requirements.

## 1.3 OVERVIEW

The Crescent B Ranch consists of nearly 90,000 acres of land located in Lee and Charlotte counties. The ranch is owned by the Babcock Florida Company and is currently used



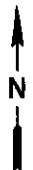
TOWN & COUNTRY UTILITY COMPANY

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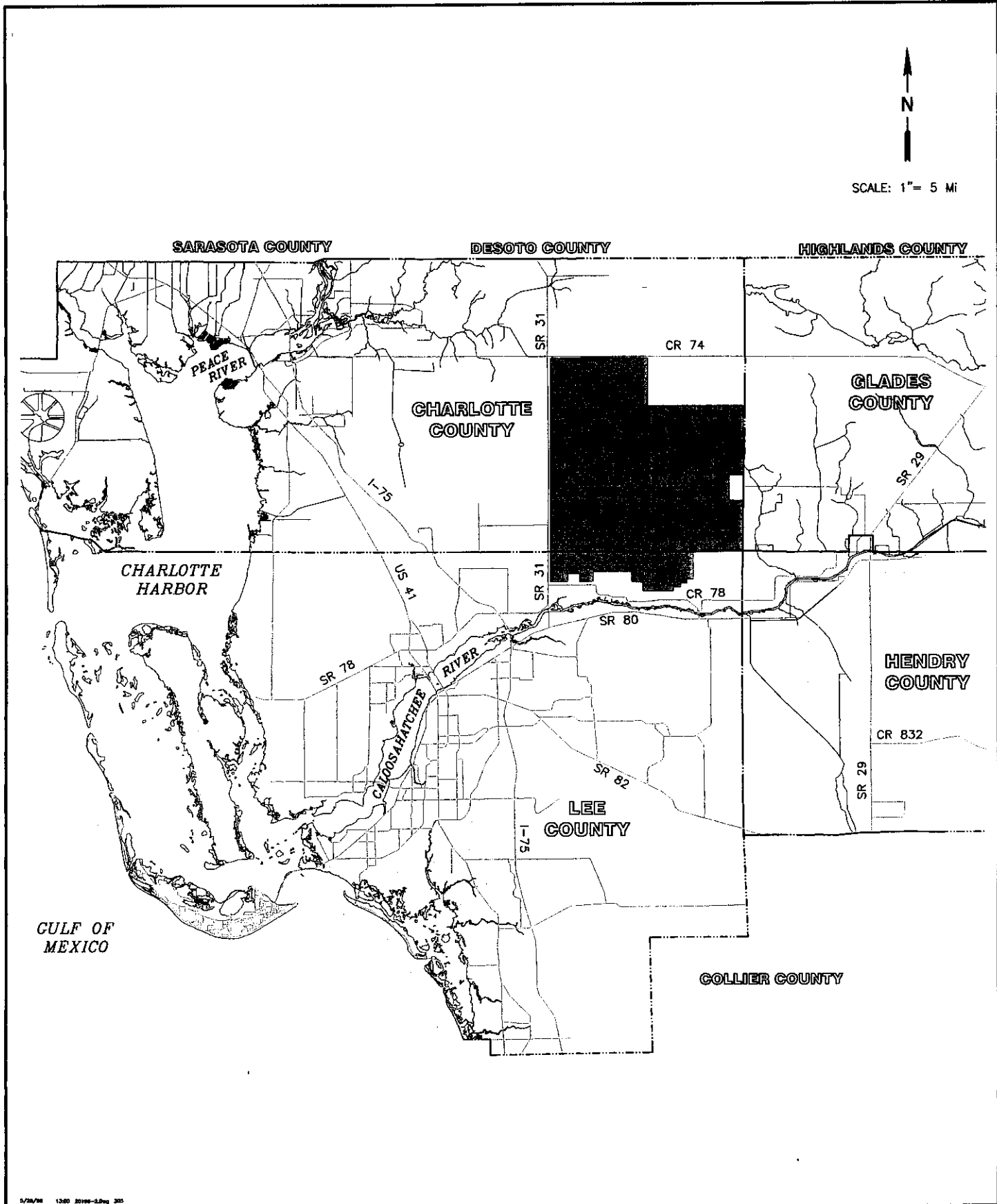
Town & Country  
Utility Company



FIGURE 1-1  
VICINITY MAP



SCALE: 1" = 5 Mi



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Town & Country  
Utility Company



FIGURE 1-2  
LOCATION MAP

primarily for farming, cattle, rock mining, and recreation. The Crescent B Ranch is located in Southwest Florida as shown on Figures 1-1 and 1-2.

Ranch, farming, and mine operations will continue and anticipate expansion. Residential community developments are in future plans in keeping with Babcock Florida success with the North River Oaks Residential Development. These proposed developments are detailed later in Section 4. Because of the existing potable uses, the plan to develop more, and the expected need to expand other uses there is need to establish the proposed utility.

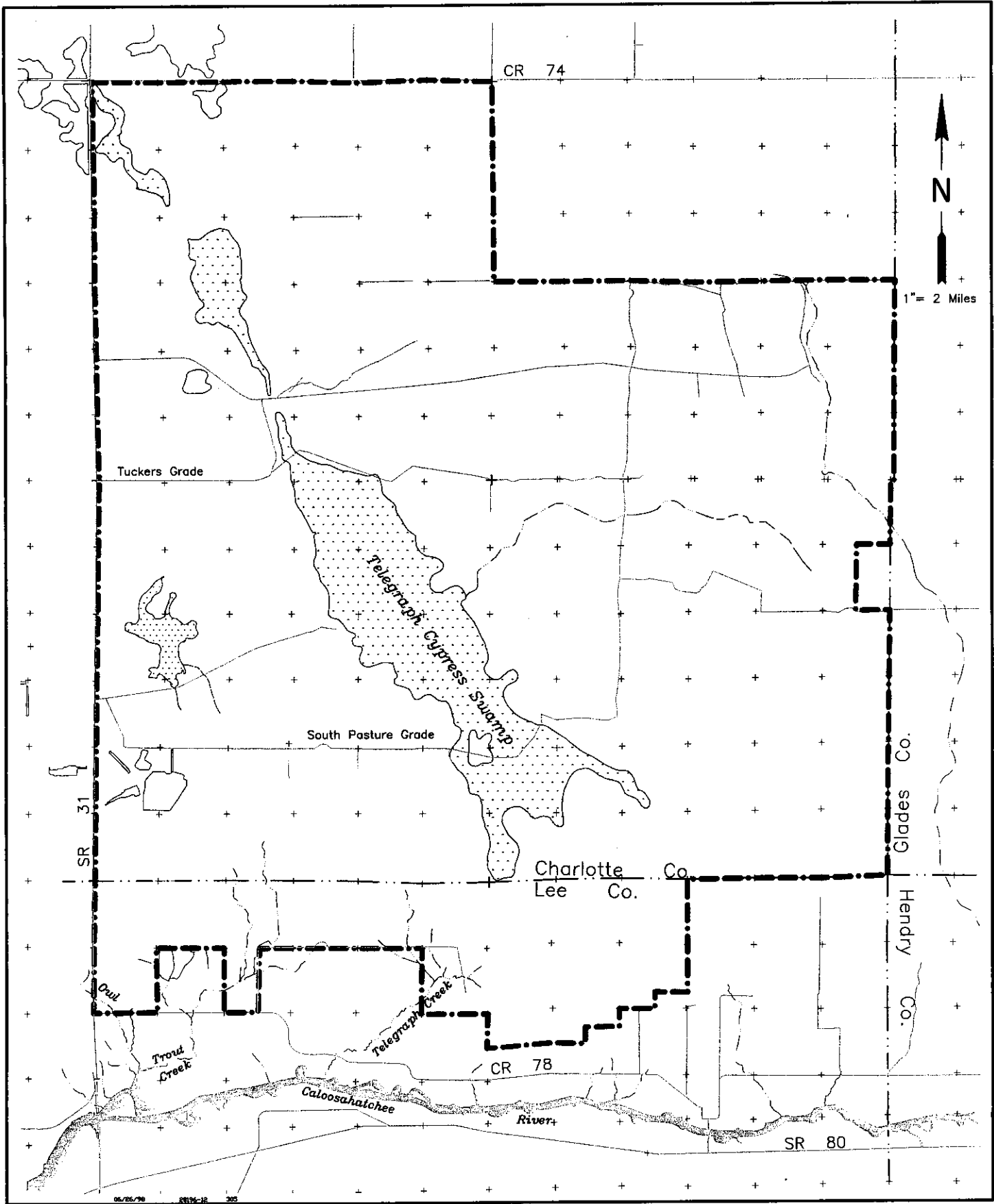
It is also proposed to develop rates for non-potable service. There are numerous farming operations across the ranch that use non-potable water. It is also anticipated that a bulk raw water rate will be needed to supply non-potable water outside of the proposed service territory. There are numerous areas surrounding the proposed territory which will also need water in the near future. To the extent they do not wish to be included in the utility territory at that time, the planning and development of Town and Country Utility Company's water resources will place it in the position to provide bulk raw water for their use, and more efficiently than alternative water sources.

A map of the property owners inside and adjacent to the proposed service area is attached as Plate 1. This map replaces the assessment maps required by PSC Rule 25-30.033(1)(n). Due to the large size of the service area, the county assessment maps were not suitable.

## 1.4 PROPOSED SERVICE AREA

The proposed service area consists of nearly 90,000 acres and is shown on Figure 1-3. The area encompasses the entire Crescent B Ranch property and is described as follows:

*All of Sections 1 through 36, Township 41 South, Range 26 East, Charlotte County Florida. Less road right-of-way for S.R. 31 and C.R. 74.*



Town & Country  
Utility Company

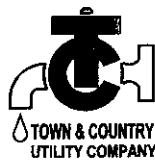


FIGURE 1-3  
SERVICE  
TERRITORY MAP

*And*

*All of Sections 1 through 36, Township 42 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31.*

*And*

*All of Sections 19 through 36, Township 41 South, Range 27 East, Charlotte County, Florida.*

*And*

*All of Sections 1 through 11, the west ½ of Section 12, and all of Sections 13 through 36, Township 42 South, Range 27 East, Charlotte County, Florida.*

*And*

*All of Sections 1 through 7, the west ½ of Section 9, and all of Section 12, Township 43 South, Range 26 East, Lee County, Florida. Less the road right-of-way for S.R. 31 and C.R. 78.*

*And*

*All of Sections 4 through 8, Township 43 South, Range 27 East, Lee County, Florida.*

*And*

*Section 9, Township 43 South, Range 27 East, Lee County Florida. Less the South ½ of the Southeast ¼ of 9-43-27.*

*And*

*The Northwest ¼ and the North ½ of the Northeast ¼ of Section 17, Township 43 South, Range 27 East, Lee County, Florida.*

*And*

*The North ½ of Section 18, Township 43 South, Range 27 East, Lee County, Florida.*

## 1.5 PHASING APPROACH

The communities and developments included in section 4 will be constructed on a phased basis over a period of at least fifteen (15) years. The proposed development areas are shown on Figure 4-1.

The first phase will involve expansion of the existing water treatment facility at the Ranch Headquarters. The expanded potable water facility will serve the proposed Babcock Family Community Development. This expansion will also be needed to serve Cypress Lodge, staff housing, and the "Babcock Wilderness Adventures" tour.



The other proposed developments will be constructed along with their respective water treatment facilities in subsequent phases.

Aerial and ground photographs were taken of existing facilities and areas of proposed improvements to better orient the PSC Members and Staff. A table of contents for these photographs is on page A-2. These photographs are referenced throughout this document. A brief review of these existing facilities and proposed improvements demonstrate the need for a coordinated, efficient approach to meeting existing and future long term water supply needs.

## SECTION 2

# T&CUC CUSTOMER PROFILE

## 2.1 TYPES OF SERVICES TO BE PROVIDED

T&CUC will be providing three types of water services to the customers within the proposed water service area. The types of water service will be potable, non-potable irrigation, and non-potable bulk water service for the various dwelling units, landscape areas, golf course, roadway medians, offices, businesses, farms, pasture, and recreational facilities within the proposed service area. It is also proposed to provide non-potable water to neighboring water utilities in need of additional raw water supply.

The potable water service will consist of pumping water from wells at the various sites and treating the water with aeration and chlorine before delivering to the customers. Meters will be added to these facilities to provide an account of water consumption. T&CUC will have a long term lease from the Babcock Florida Company for the land around their facilities.

The non-potable agricultural irrigation water service will consist of supplying the farmers access to the well or wells near their farming leases. The farmers will then provide their own pumps to irrigate their crops.

The non-potable bulk raw water service will consist of pumping water from wells and delivering it to the entity(s) in need of such water. It is anticipated that nearby water utilities will be in need of additional non-potable bulk raw water. It is proposed to construct facilities to provide a first phase capacity of 2 MGD when an agreement is reached with a customer. Expansion will be provided for this system when additional capacity is needed.

## 2.2 DATE SERVICE TO BEGIN

The date that the potable and non-potable water service will begin being provided for compensation will be immediately after final approval by the FPSC of the water service rates. Service may initially be provided at no cost to the customers.

The sections that follow provide an engineering estimate of the cost of constructing the facilities necessary to provide the potable and non-potable water supply. The water rates will be based on this engineering estimate. Additional facilities will be constructed when the need for additional water supply is realized.

## 2.3 INITIAL CUSTOMER SERVICE

Potable and non-potable water service is currently provided and is detailed later in this document. Table 2-1 shows the initial and projected water use estimates for potable and non-potable water service.

Table 2-2 shows the number of equivalent residential connections (ERC's) for potable water service by meter size and customer class. Table 2-3 shows the number of ERC's for non-potable irrigation water service. All non-potable irrigation water customers are of the same class. It is anticipated that nearby water utilities will be in need of additional non-potable bulk raw water. It is proposed to construct facilities to provide a first phase capacity of 2 MGD when an agreement is reached with a customer. This corresponds to approximately 5714 ERC's.

## 2.4 CUSTOMER GROWTH PROJECTIONS

The customer growth projections for the potable water service are constant as provided in Table 2-1. T&CUC has not projected any additional facilities beyond the scope of the Babcock Family Community being served with the Ranch Headquarters plant expansion.

The growth in the non-potable bulk water service will be continuous. The increase in the production facilities will be planned based on the agreements signed between T&CUC and the bulk raw-water customers and between the farm leases.

**TABLE 2-1 T&CUC Initial and Projected Water Use Estimates**

Year	Potable gallons per day	Non-Potable (Farming) gallons per day	Non-Potable (Bulk) gallons per day
1999	96,400	70,000,000	0
2000	96,400	70,000,000	2,000,000
2001	96,400	70,000,000	3,000,000
2002	96,400	70,000,000	4,000,000
2003	96,400	70,000,000	5,000,000
2004	96,400	70,000,000	6,000,000
2005	96,400	70,000,000	7,000,000
2006	96,400	70,000,000	8,000,000
2007	96,400	70,000,000	9,000,000
2008	96,400	70,000,000	10,000,000

**TABLE 2-2 T&CUC Potable Water Services**

Facility	Number of meters	Meter size	Factored ERC's	Type Res/Com
Telegraph Cypress Field Club	1	1"	2.5	Com
Earth Source Mine	1	1"	2.5	Com
Crossroads Wilderness Institute	1	1 1/2"	5.0	Com
SR 31 Fire Station	1	1"	2.5	Com
CR 74 Division of Forestry	1	1"	2.5	Com
SR 31 Farming Residence	1	1"	2.5	Res
Recreation Facilities	16	5/8" x 3/4"	16.0	Com
Babcock Family Community System:				
Ranch Headquarters	1	1 1/2"	5.0	Com
Babcock Wilderness Adventure Tours	1	2"	8.0	Com
Cypress Lodge	1	1"	2.5	Com
Babcock Family Community	8	1"	20.0	Res
SR 31 Agricultural Facility	1	1"	2.5	Com
Total monthly ERC's			71.5	
Total Annualized Factored ERC's			858	

**TABLE 2-3 T&CUC Agricultural Water Services**

Well size	Number of wells	ERC factor	Factored ERC's
1"	1	2.5	30
2"	22	8	2112
3"	19	16	3648
4"	23	25	6900
5"	4	42	2016
6"	178	50	106800
7"	3	70	2520
8"	44	80	42240
9"	11	104	13728
10"	6	115	8280
12"	11	215	28380
Total			216654

## SECTION 3

# INITIAL POTABLE WATER FACILITIES

## 3.1 BACKGROUND

T&CUC currently have several potable water supply facilities under its control within the proposed service area. The following is a list of the locations where these facilities exist:

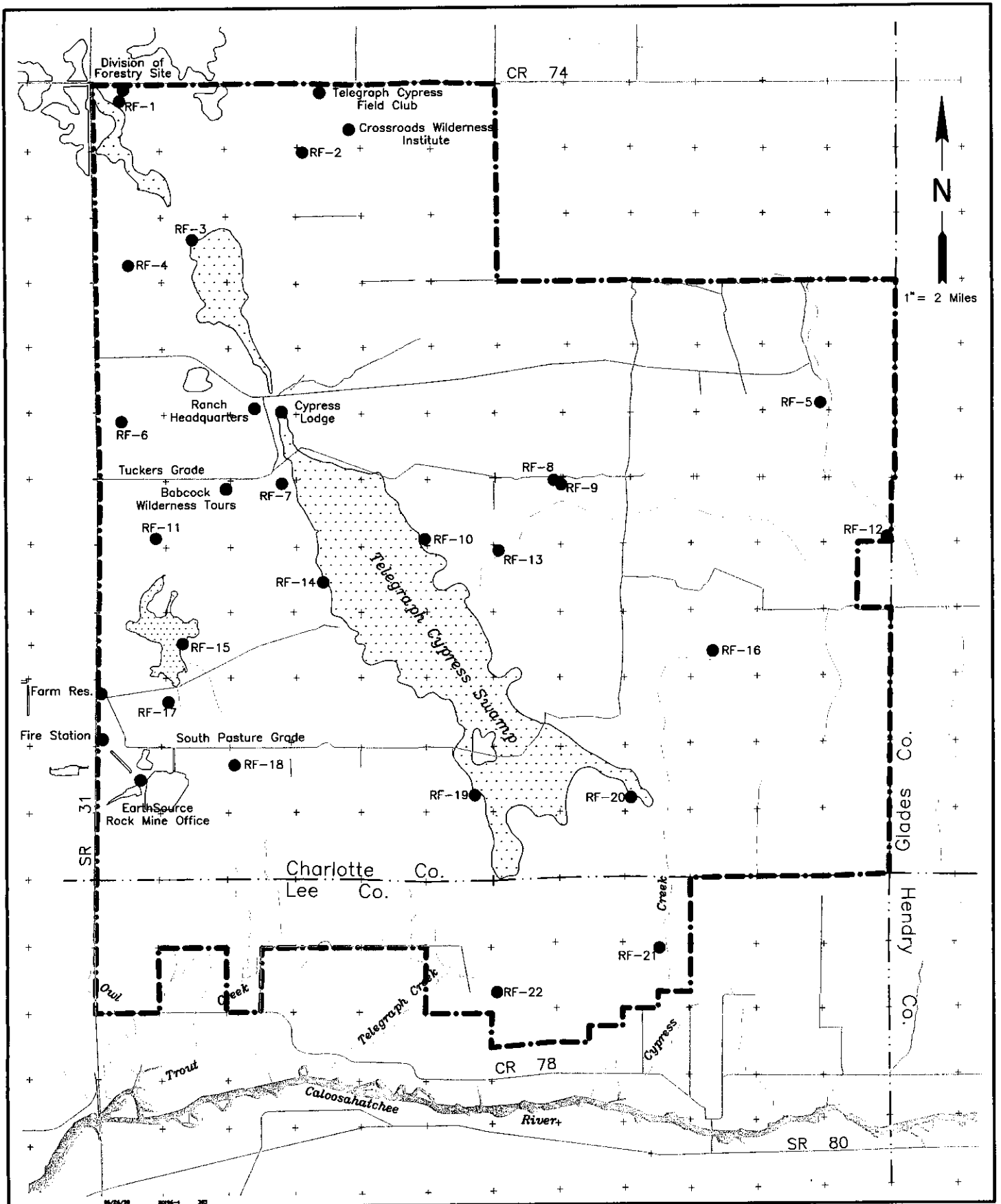
1. Telegraph Cypress Field Club
2. Ranch Headquarters / Ranch Employee Dwelling Units
3. Babcock Wilderness Adventures
4. EarthSource Rock Mine Office
5. Cypress Lodge
6. Crossroads Wilderness Institute
7. S.R. 31 Fire Station
8. C.R. 74 Division of Forestry site
9. S.R. 31 Farming Residence
10. 22 recreational facilities

Figure 3-1 shows the locations of these facilities within the proposed service area.

## 3.2 EXISTING POTABLE WATER FACILITIES

The existing potable water facilities at the above mentioned locations 1 through 9 primarily consist of a well, pump, aerator, pressure tank, distribution lines, and in some instances, a chlorinator. Figure 3-2 shows a typical water treatment facility utilized at some of the above mentioned locations.





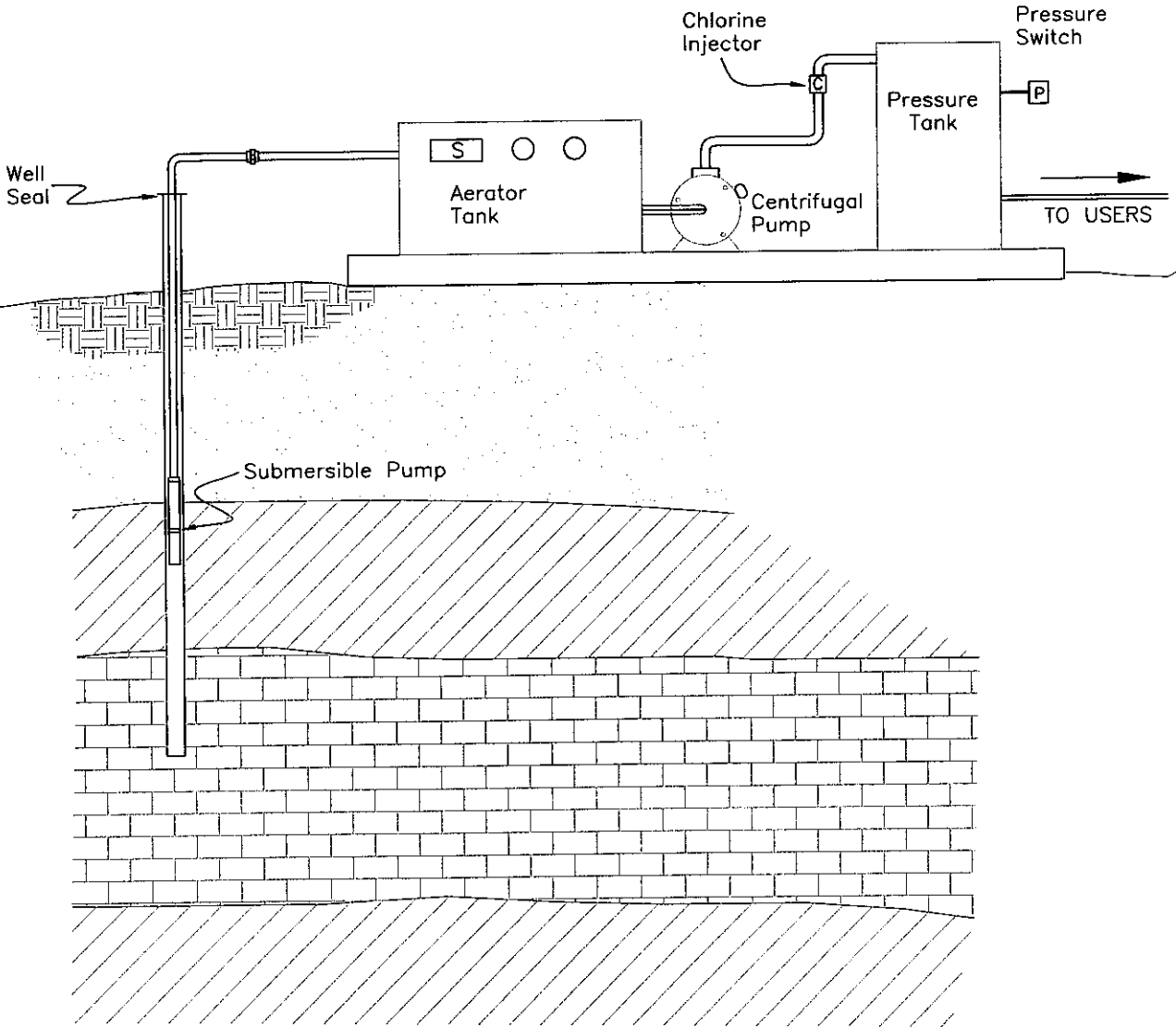
● Potable Water Facility

Town & Country  
Utility Company



FIGURE 3-1  
INITIAL POTABLE  
WATER FACILITIES

NOT TO SCALE



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Town & Country  
Utility Company



FIGURE 3-2  
TYPICAL WATER  
TREATMENT FACILITY

The water source for the potable water facilities comes primarily from the surficial and sandstone aquifers. These and other aquifers beneath the ranch have adequate water quality and transmissivities high enough to provide ample water for the existing and proposed needs.

The appendix contains aerial and ground photographs of the following existing potable water treatment facilities locations.

The Telegraph Cypress Field Club (see photographs Appendix page A-10) is one of the recreational facilities that exist on the Ranch. There is an office and pro-shop for this sporting clays facility. This facility holds events that attract up to 100 people. It is a leased facility involving sporting clays and firearm training. The cost for the water treatment facility at this location is estimated to be \$6,450. The annual O&M is approximately \$6,500 of which \$600 is electricity, \$2,000 for salaries and wages, \$2,500 for testing and monitoring, and the remainder are chemical and minor repair costs. T&CUC plans to lease the land around the well and treatment site from Babcock Florida Company. The lease will be for 99 years and the cost will be \$1,000 and increase by 3% each year. This facility will be equipped with a 1" meter.

The Ranch Headquarters contains the main office for the Crescent B Ranch. There is also an equipment shop and several employee dwelling units in the area. Typically, 25 people use this facility. The water treatment facility at this location is proposed to be expanded to handle the Babcock Wilderness Adventures, Cypress Lodge, Ranch Dwelling Units, and the Babcock Family Community. The costs for this expansion are detailed in Section 4.

Babcock Wilderness Adventures is a public tour facility (reference photographs on page A-6). The National Tour Association and Florida Attractions Association recognize this tour facility. The tour facility has a gift shop and cafeteria. Maximum daily use exceeds 500 visitors with a highest annual visitation of 46,865. This facility currently maintains its own water supply and treatment system. However, it is proposed to connect this facility to the Ranch Headquarters treatment system as described in Section 4.

EarthSource is a rock mine that began in the 1980's and now covers approximately one and one-half square miles. EarthSource is a supplier of base rock, sand, fill, and topsoil. The cost for the water treatment facility at this location is estimated to be \$4,250. The annual O&M is approximately \$3,400, \$600 of which is for electricity, \$2,000 for salaries and wages, and the remainder for treatment chemicals and minor repairs and parts replacement. T&CUC plans to lease the land around the wells and treatment site from Babcock Florida Company. The lease will be for 99 years and the cost will be \$1,000 and increase by 3% each year. This facility will be equipped with a 1" meter.

Cypress Lodge is the residence used by the Babcock family. It also serves as the focus of many meetings and public relations functions on the Ranch. Capacity for these functions is approximately 30. This facility currently maintains its own water supply and treatment system. However, it is proposed to connect this facility to the Ranch Headquarters treatment system as described in Section 4.

The Crossroads Wilderness Institute is home to some 35 challenged youths. This facility gives youths an opportunity to get help in many different areas. It has a staff of 29 and is open full time. Students live on site while they are attending the facility. Photographs of this facility are located on Appendix pages A-14 and A-15. The cost for the water treatment facility at this location is estimated to be \$8,000. The estimated annual operation and maintenance costs for this system will be \$10,500. This includes \$1,000 for electricity, \$4,000 for salaries and wages, \$2,500 for monitoring and testing, \$1,500 for treatment chemicals, and \$1,500 for minor repairs. T&CUC plans to lease the land around the well and treatment site from Babcock Florida Company. The lease will be for 99 years and the cost will be \$1,000 and increase by 3% each year. This facility will be equipped with a 1½" meter.

The S.R. 31 Fire Station and the C.R. 74 Division of Forestry Tower provide fire protection services to the area. A GTE cellular tower is located on C.R. 74 immediately east of the fire tower. The cost for the water treatment facilities at these locations is estimated to be \$4,050

each. The annual O&M for each is approximately \$2,300, \$600 of which is for electricity, \$1,000 for salaries and wages, and the remainder for treatment chemicals and minor repairs and parts replacement. T&CUC plans to lease the land around the wells and treatment site from Babcock Florida Company. The lease will be for 99 years and the cost will be \$1,000 and increase by 3% each year. These facilities will be equipped with 1" meters.

The S.R. 31 Farming Residence is utilized by leasing farmers. The cost for the water treatment facilities at this location is estimated to be \$3,750. The annual O&M is approximately \$1,600, \$600 of which is for electricity, \$500 for salaries and wages, and the remainder for minor repairs and parts replacement. T&CUC plans to lease the land around the wells and treatment site from Babcock Florida Company. The lease will be for 99 years and the cost will be \$1,000 and increase by 3% each year. This facility will be equipped with a 1" meter.

The 22 recreational facilities represented as RF-1 through RF-22 on Figure 3-1 are utilized by ranch employees, private citizens, and local youth groups such as the Boy Scouts of America. The cost of the water facilities at the locations is estimated to be \$20,390. A photograph of RF-9 and the water treatment facility for RF-12 are shown on Appendix page A-14. Operations and maintenance costs are estimated to be \$200 for each facility. It is estimated that half of the O&M cost is used for power supply and the other half for salaries, wages, maintenance and repairs. T&CUC plans to lease the land around the wells and treatment sites from Babcock Florida Company. Each lease will be for 99 years and the cost will be \$1,000 and increase by 3% each year for each facility. These facilities will be equipped with 5/8" x 3/4" meters.

## SECTION 4

# PROPOSED POTABLE WATER FACILITIES

## 4.1 INTRODUCTION

As mentioned earlier, T&CUC currently provides potable water service from several existing facilities. The utility proposes to continue this service and plans to expand its service to future developments within the proposed service area.

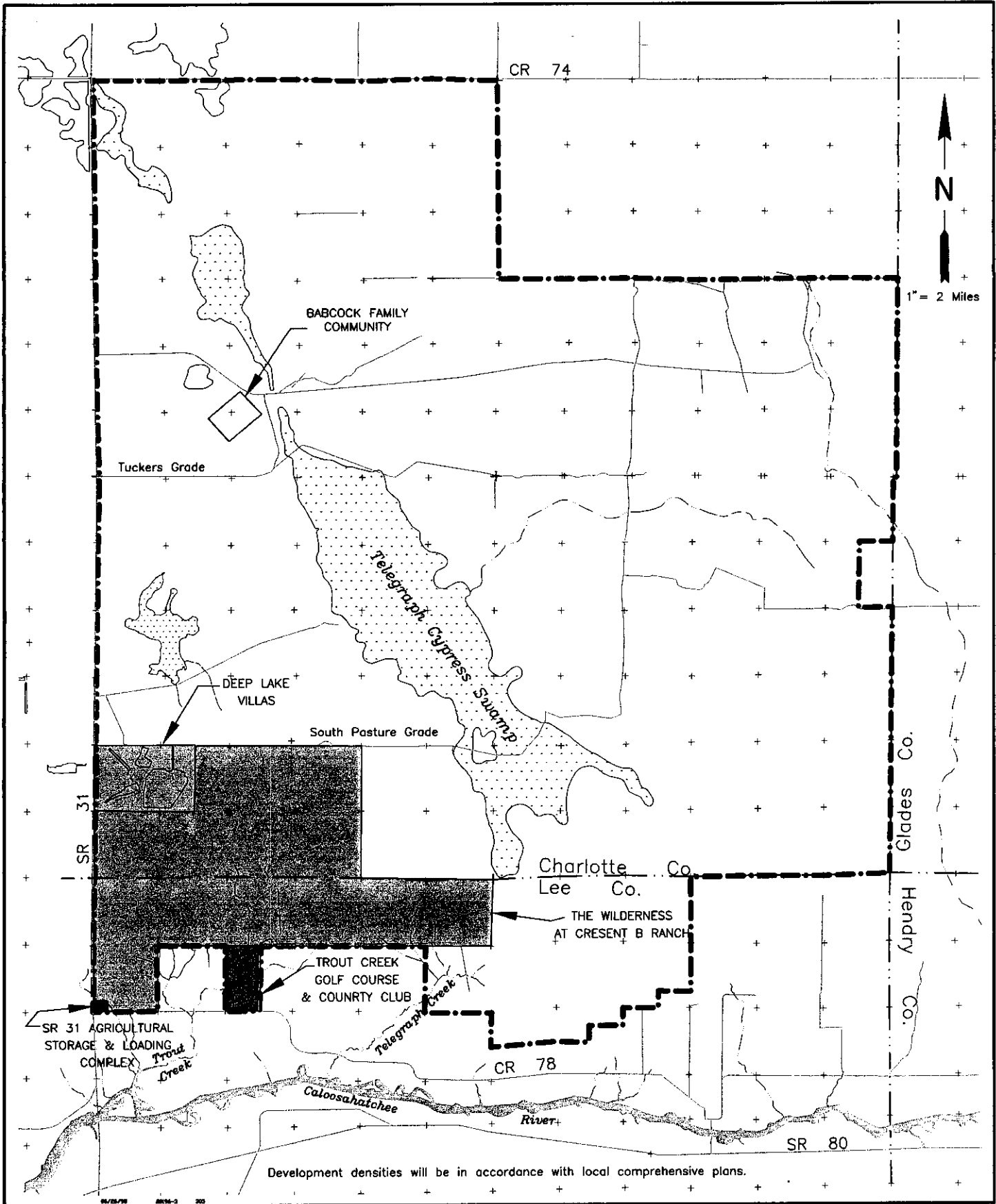
## 4.2 PROPOSED POTABLE WATER FACILITIES

There are currently five proposed residential developments within the proposed service area. They are the following:

1. Babcock Family Community
2. SR 31 Ag Facility
3. Trout Creek Golf Course and Country Club
4. Deep Lake Villas
5. The Wilderness at Crescent B Ranch

Figure 4-1 shows the locations of these proposed developments within the service area.

The Babcock Family Community will be the first of the developments to initiate construction and is shown on Figure 4-2. This development will be serviced by the expanded water treatment facility at the Ranch Headquarters. Construction will begin on the Babcock Family Community in the Fall of 1998. One of the first steps after the Certificate of Authorization is approved will be to expand the centralized water treatment facility in the Headquarters Area.



Town & Country  
Utility Company



FIGURE 4-1  
PROPOSED  
DEVELOPMENT MAP



Town & Country  
Utility Company



FIGURE 4-2  
BABCOCK FAMILY COMMUNITY  
AND DISTRIBUTION MAIN



This facility will serve:

1. Headquarters Office and Ranch Management Complex
2. Existing dwelling units and full-time residents
3. Cypress Lodge
4. Planned Babcock Family Community (initial residences to be completed Fall of 1998)
5. Babcock Wilderness Adventure Tour Facility

It is estimated this potable water facility will be designed for a capacity of 40,650 gallons per day. This water will be distributed through a 3" main as shown in Figure 4-2. This facility is the only one that utilizes distribution mains. Service begins immediately after the treatment facility for the remaining sites. The combined capacity for all the potable water facilities is 96,400 gallons per day. As need for additional capacity is realized, T&CUC will construct the necessary facilities to meet such demands.

A central system is imperative to meet the increasing demands in this area. This is especially true with the proposed Babcock Family Community dwellings scheduled to come on line in the Fall of 1998. The numerous individual wells now serving the area create varying water quality concerns. The central facility will provide one location for water quality control, maintenance and treatment of potable water. The proposed central system will also serve the Wilderness Tour Facility that has up to 500 visitors a day. This high number of visitors also creates the need for a more reliable safe central potable water facility.

Each user from the Babcock Family Community will be metered with a 1" meter. The Ranch Headquarters will utilize a 1½" meter. A 1" meter will be installed for the Cypress Lodge and a 2" meter for the Babcock Wilderness Adventure Tour Facility.

The agricultural facility is planned for the key SR 31-CR 78 highway intersection. Significant farming of row crops, such as corn, cucumbers, peppers, and tomatoes make this a very favorable site for loading and distribution of farm produce. Much of the land in

Section 7, Township 43 S., Range 26 E. has been timbered and cleared in anticipation of this and other developments.

The Trout Creek Golf Course and Country Club will follow in development. This development will be constructed on the west half of section 9, township 43 south, range 26 east, Lee County, Florida. This development will involve residential development and a 18 hole golf course. Von Hagge and Devlin, Inc., designer of Fort Myers Eastwood Golf Course, accomplished the preliminary layout. Trout Creek Golf Course will be a logical addition to Babcock's completed North River Oaks Residential Community. Located immediately northeast across CR 78, this 320-acre parcel is situated along Trout Creek. The need for additional adequately drained full size golf courses in the Lee County area has been well documented. Trout Creek Golf Course and Country Club will generate 70 equivalent residential connections. Trout Creek Golf Course and Country Club will be developed at a density that is consistent with the *Lee County Land Use Plan*.

Deep Lake Villas is another proposed residential development encompassing the 950-acre EarthSource rock mine. This project is part of the EarthSource rock mine reclamation plan. The existing mining area will be remodeled to facilitate a lake front community. Eavenson, Auchmuty & Greenwald, Mining Consultants prepared this reclamation plan. Development will begin nearest SR 31 and will move east and south. Deep Lake Villas will generate 100 equivalent residential connections.

The last proposed development is the Wilderness at Crescent B Ranch. This development will focus on single-family estates. This development will include large common areas used for horseback riding and nature observance. The Wilderness at Crescent B Ranch will generate 800 equivalent residential connections. Town and Country Utility Company will construct a centralized water treatment plant and distribution system to serve Trout Creek Golf Course and Country Club, Deep Lake Villas, and the Wilderness at Crescent B Ranch.

The appendix contains aerial photographs of the proposed development locations.

### 4.3 FUTURE COSTS

It is estimated that the cost for the initial expansion of the existing plant at the Ranch Headquarters including the necessary permitting and engineering fees is \$43,000. This plant expansion will include the construction of a new well. The estimated cost of the distribution system is \$50,000. Each customer will be equipped with a meter of appropriate size.

T&CUC plans to lease the land around the well and treatment site from Babcock Florida Company. The lease will be for 99 years and the cost will be \$1,000 and increase by 3% each year. The estimated annual operation and maintenance costs for this system will be \$9,500. This includes \$1,000 for electricity, \$3,000 for salaries and wages, \$2,500 for monitoring and testing, \$1,500 for treatment chemicals, and \$1,500 for minor repairs.

It is estimated that the cost for the water treatment facilities at the S.R. 31 Agricultural Facility is \$6,250. T&CUC plans to lease the land around the well and treatment site from Babcock Florida Company. The lease will be for 99 years and the cost will be \$1,000 and increase by 3% each year. The estimated annual operation and maintenance costs for this system will be \$3,400. This includes \$600 for electricity, \$2,000 for salaries and wages, \$300 for treatment chemicals, and \$500 for minor repairs.

Future costs for Trout Creek Golf Course and Country Club, Deep Lake Villas, and Wilderness at Crescent B Ranch potable water facilities will be determined when deemed appropriate. These costs will be based on engineering estimates for the treatment facilities and distribution systems required.

SECTION 5

# INITIAL NON-POTABLE IRRIGATION WATER FACILITIES

## 5.1 BACKGROUND

T&CUC currently has numerous non-potable water supply facilities under its control within the proposed service area. These facilities include such things as pumps, wells, and canals. The non-potable water use is primarily limited to pasture irrigation, farm lease operations and rock processing at the EarthSource mine.

## 5.2 NON-POTABLE IRRIGATION WATER FACILITIES

Table 5-1 lists the wells currently used to supply non-potable water to the farm lease operations and for pasture irrigation. The ranch currently holds an irrigation water use permit from the South Florida Water Management District allocating annual use of an average of 70 MGD and a maximum monthly allocation of 146 MGD.

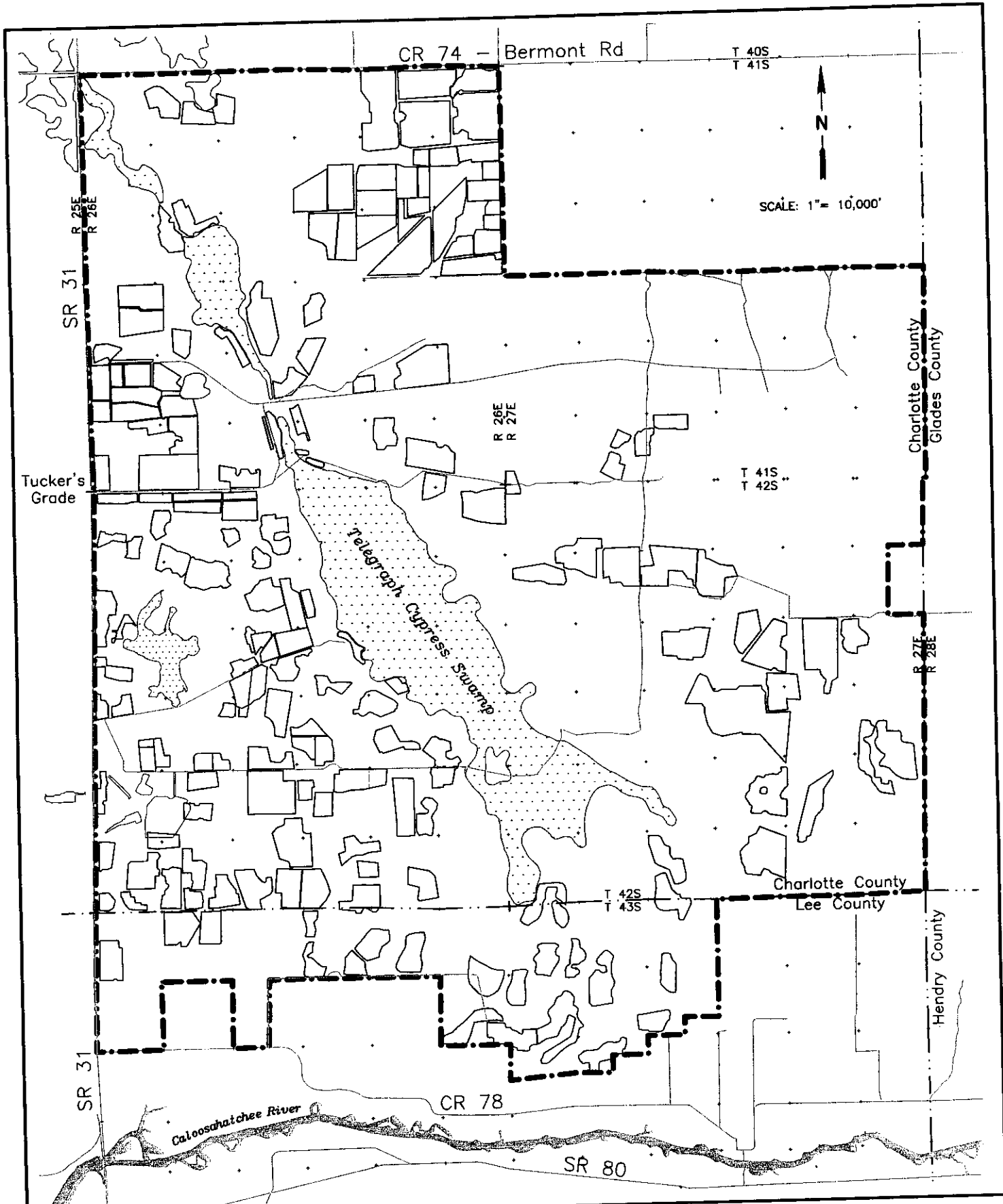
Included in Table 5-1 is an estimated original cost of the non-potable irrigation wells. This cost totals \$491,068. This figure was determined by computing today's cost of the wells based on size and depth, then discounting that value by 3% for each year since construction. The annual maintenance costs are estimated to be \$50,000 for all 322 wells. T&CUC plans to lease the land around the wells from Babcock Florida Company. The lease will be for 99 years and the cost will be \$1000 per well and increase by 3% each year.

These farming sites are scattered throughout the service area as shown on Figure 5-1. Figure 5-2 shows the locations of the existing wells. It is proposed to develop rates for these

agricultural operations. Water withdrawals will be estimated from pump size and operation times, however, charges will be assessed by well size.

It should be noted that agricultural operations are consistent with Lee and Charlotte Counties' land use plan. Policy 2.1.3 of the Lee County Comprehensive Plan provides that public utilities are permitted in all land use categories.

The appendix shows views of some of the farming operations on page A-7.



Town & Country  
Utility Company

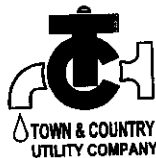


FIGURE 5-1  
FARM OPERATIONS MAP

**TABLE 5-1 Existing Non-Potable Irrigation Water Supply Wells**

Well ID	Northing	Easting	Diameter	Total Depth	Cased Depth	Date Drilled	Estimated Age	Estimated Original Cost
E1-12	925,500	581,500	3	150			28	\$677
E1-13	925,000	583,000	3	150			28	\$677
E1-14	924,500	580,000	3	150			28	\$677
E1-15	924,500	581,500	3	150			28	\$677
E1-16	924,000	582,500	3	150			28	\$677
E1-2	927,500	579,000	6	600			28	\$5,726
E1-3	927,000	580,500	4	250			28	\$1,552
E1-4	927,000	581,500	4	250			28	\$1,552
E1-5	926,000	582,500	4	250			28	\$1,552
E1-6	926,000	581,000	4	250			28	\$1,552
E1-7	926,500	583,000	6	250			28	\$2,513
E1-8	923,000	579,000	4	250			28	\$1,552
E1-9	923,000	578,500	4	250			28	\$1,552
E2-1	926,500	584,000	4	250			28	\$1,552
E2-2	925,000	584,000	3				28	\$1,071
E2-3	925,000	584,000	3				28	\$1,071
E2-4	923,000	584,000	6	55	30	1965	33	\$624
E3-1	927,500	590,000	4	400			28	\$2,404
E3-5	923,500	593,000	6	175	28	1968	30	\$1,720
E4-1	925,500	595,000	6	50	38'-40'	1965	33	\$584
E4-2	925,500	594,500	6	60		1965	33	\$664
E5-3	926,500	601,000	6	40		1969	29	\$569
E5-4	927,500	603,000	6	40		1969	29	\$569
E5-5	925,000	603,500	6	40		1969	29	\$569
E9-1	925,500	603,500	2	33		1974	24	\$130
E9-2	925,000	621,500	5	600		1967	31	\$4,240
F1-1	918,000	580,000	4	250			28	\$1,552
F1-2	918,500	580,000	4	250			28	\$1,552
F1-3	920,000	580,000	3	250			28	\$1,071
F1-4	920,000	580,000	6	55		1975	23	\$839
F1-5	916,000	582,000	3	250			28	\$1,071
F1-6	919,000	582,000	3	250			28	\$1,071
F1-7	920,000	582,000	3	250			28	\$1,071
F1-8	920,500	583,500	8	45		1975	23	\$1,016
F2-1	920,000	584,000	3	275			28	\$1,169
F2-2	920,000	584,500	3	275			28	\$1,169
F2-3	918,000	584,000	4	250			28	\$1,552
F2-4	919,000	588,500	4	275			28	\$1,694
F2-5	922,000	585,500	6	600	25'	1966	32	\$5,087
F3-1	922,500	591,000	6	175		1967	31	\$1,670
F4-1	920,000	595,000	4				28	\$1,552
F4-2	919,500	595,500	4				28	\$1,552
F5-1	922,500	601,500	6	40		1967	31	\$536
F5-2	922,000	601,500	6	40		1967	31	\$536
F5-3	918,500	604,500	2	32		1975	23	\$132
F5-4	921,000	604,000	6	40		1969	29	\$569

**TABLE 5-1 Existing Non-Potable Irrigation Water Supply Wells**

Well ID	Northing	Easting	Diameter	Total Depth	Cased Depth	Date Drilled	Estimated Age	Estimated Original Cost
F6-1	921,000	605,500	6	40		1969	29	\$569
F6-2	920,000	606,500	6	40		1969	29	\$569
F6-3	918,000	606,500	6	40		1968	30	\$552
F7-1	918,500	611,000	1	6		1978	20	\$3
F8-1	921,000	619,000	6	36	40	1973	25	\$640
F8-2	921,000	619,000	6	36	40	1973	25	\$640
F8-3	918,500	620,000	6	25	22'	1973	25	\$490
F8-4	918,500	620,000	6	25	22'	1973	25	\$490
F8-5	917,500	621,000	2	26		1974	24	\$113
F9-1	922,500	624,000	6	36	40'	1973	25	\$600
F9-2	922,500	624,000	6	35	40'	1973	25	\$590
F9-3	922,500	623,000	6	26	23'	1973	25	\$500
F9-4	922,500	622,500	6	26	22'	1973	25	\$500
F9-5	921,000	623,000	6	40	35'	1973	25	\$640
G1-4	917,000	581,500	4	250			28	\$1,552
G1-7	913,500	583,500	8	45		1965	33	\$756
G1-8	915,500	582,500	6	40		1966	32	\$520
G1-9	914,000	582,000	8	39		1966	32	\$711
G2-2	917,000	584,500	3	275			28	\$1,169
G2-3	916,500	586,000	4	275			28	\$1,694
G3-2	917,000	590,000	3	225			28	\$972
G3-3	917,000	590,000	3	225			28	\$972
G3-4	916,500	589,500	4	225			28	\$1,410
G3-7	913,500	591,000	6	51	34'-35'	1966	32	\$610
G3-8	913,000	589,500	6	31		1966	32	\$447
G6-1	916,500	606,000	6	40		1968	30	\$552
G6-2	917,000	607,000	6	35		1976	22	\$645
G6-3	917,000	607,500	6	33		1969	29	\$506
G6-4	917,000	608,500	6	40		1968	30	\$552
G6-5	917,000	609,500	6	40		1968	30	\$552
G7-1	912,500	614,500	6	45		1971	27	\$651
G7-2	916,500	611,000	6	40		1976	22	\$699
G8-1	912,500	620,000	6	30		1968	30	\$466
G8-2	913,500	617,000	6	43		1971	27	\$632
G8-3	913,000	617,000	6	45		1971	27	\$651
G9-1	912,500	621,500	6	35		1968	30	\$509
H10-1	910,000	627,500	6	30		1971	27	\$509
H10-10	907,000	629,500	9	45	33'	1975	23	\$1,158
H10-2	910,000	627,500	6	30		1971	27	\$509
H10-3	908,500	628,500	8	30	20'	1974	24	\$772
H10-4	907,500	630,000	9	55	38'	1975	23	\$1,325
H10-5	907,500	631,000	9	45	33'	1975	23	\$1,158
H10-6	907,000	631,000	9	45	33'	1975	23	\$1,158
H10-7	907,000	630,000	9	45	33'	1975	23	\$1,158
H10-8	909,000	627,000	6	30	24'	1974	24	\$556
H10-9	907,500	629,000	8	35	28'	1975	23	\$869



**TABLE 5-1 Existing Non-Potable Irrigation Water Supply Wells**

Well ID	Northing	Easting	Diameter	Total Depth	Cased Depth	Date Drilled	Estimated Age	Estimated Original Cost
H1-1	909,000	578,500	6	27		1967	31	\$427
H11-1	907,500	632,000	6	70	40'	1975	23	\$998
H11-2	907,500	633,000	6	70	40'	1975	23	\$998
H11-3	907,500	634,000	6	70	37'	1975	23	\$998
H11-4	907,500	634,500	6	60	39'	1975	23	\$892
H11-5	908,000	635,000	6	70	40'	1975	23	\$998
H11-6	907,500	631,500	9	45	33'	1975	23	\$1,158
H1-2	909,000	580,000	6	27		1967	31	\$427
H1-3	908,000	580,000	6	27		1967	31	\$427
H1-4	907,500	580,000	6	27		1967	31	\$427
H2-1	909,000	586,000	6	20		1966	32	\$357
H2-2	909,000	587,000	6	20		1966	32	\$357
H3-1	910,000	592,000	6	45		1967	31	\$578
H3-2	909,000	590,000	6	45		1967	31	\$578
H3-3	907,500	591,500	6	45		1966	32	\$561
H3-4	907,000	591,500	8	45		1966	32	\$779
H8-1	909,500	618,000	2	30		1973	25	\$119
H9-1	911,000	620,500	2	26		1975	23	\$117
H9-2	911,000	621,000	6	28		1968	30	\$448
H9-3	911,500	621,000	6	180		1968	30	\$1,763
H9-4	911,000	621,500	6	180		1968	30	\$1,763
H9-5	912,000	625,500	6	30		1971	27	\$509
J10-1	902,500	625,500	6	600		1939	59	\$2,290
J10-10	906,000	626,500	9	100	40	1975	23	\$2,077
J10-11	904,000	627,000	9	50	36'	1975	23	\$1,241
J10-2	902,500	627,500	8			1977	21	\$1,000
J10-3	902,500	627,000	8			1977	21	\$4,274
J10-4	902,000	627,500	8	26		1977	21	\$782
J10-5	902,000	628,000	8			1977	21	\$1,000
J10-6	906,500	629,500	8	30	22'	1974	24	\$772
J10-7	906,000	627,000	9	45	27'	1975	23	\$1,158
J10-8	905,500	627,000	9	45	27'	1975	23	\$1,158
J10-9	901,500	627,500	12	570		1977	21	\$14,379
J1-1	902,500	579,000	6	25		1967	31	\$410
J11-1	906,500	633,500	10	460	90'	1974	24	\$8,815
J11-2	906,000	632,000	6	40	27'	1975	23	\$679
J11-3	904,500	631,500	6	40	27'	1975	23	\$679
J11-4	903,500	631,500	9	40	27'	1975	23	\$1,074
J11-5	901,500	633,500	6	61		1976	22	\$929
J2-1	903,500	585,500	6	600		1939	59	\$2,290
J2-3	903,000	588,500	6	28		1968	30	\$448
J3-1	906,000	592,000	6	45		1966	32	\$561
J3-2	906,500	593,000	6	45		1966	32	\$561
J3-3	905,000	590,000	6	45		1977	21	\$777
J3-4	904,000	591,500	2	27		1973	25	\$112
J3-5	902,000	590,000	6	20		1971	27	\$414

**TABLE 5-1 Existing Non-Potable Irrigation Water Supply Wells**

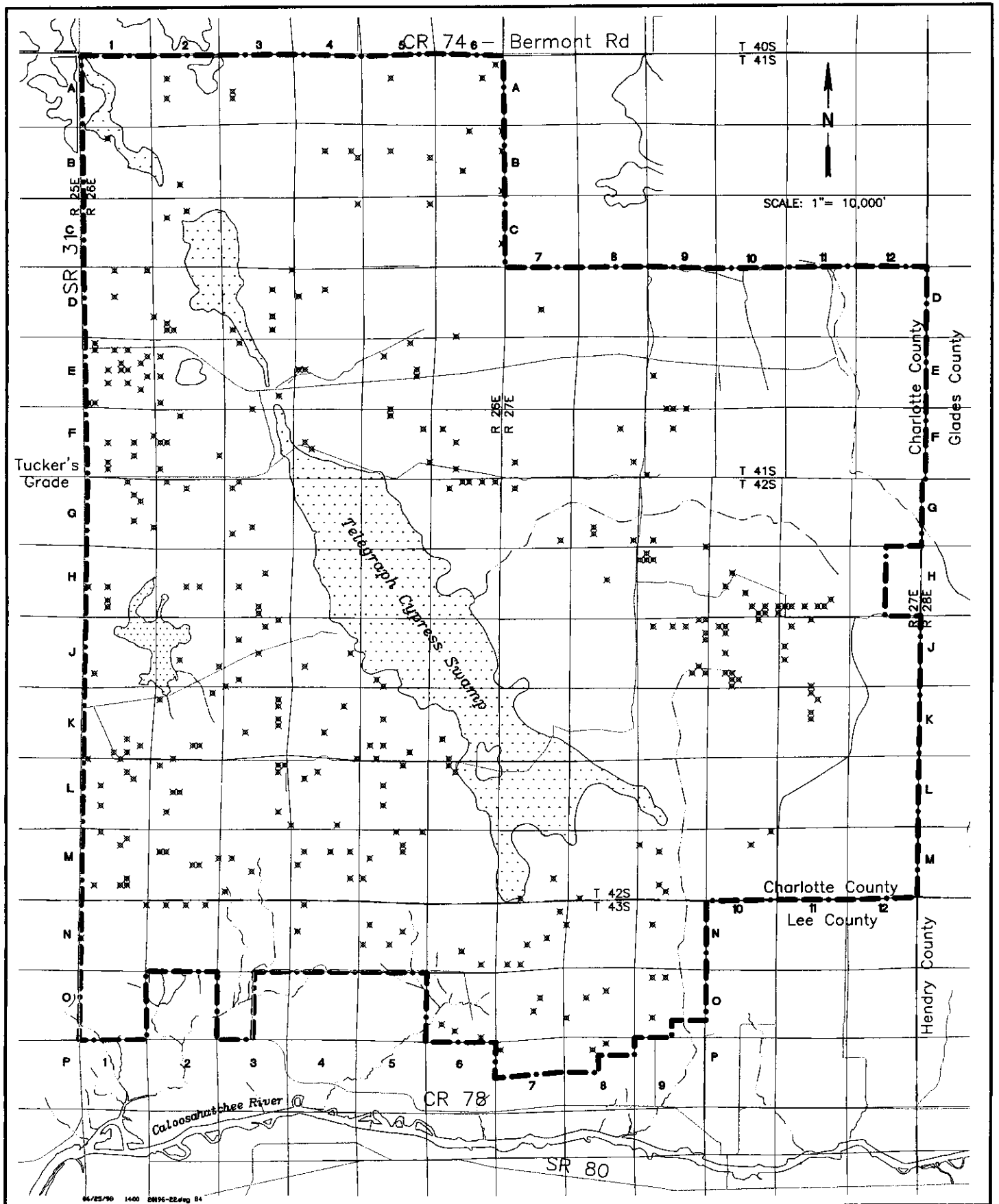
Well ID	Northing	Easting	Diameter	Total Depth	Cased Depth	Date Drilled	Estimated Age	Estimated Original Cost
J3-6	901,500	589,000	6	24		1971	27	\$452
J4-2	904,000	598,500	6	450		1966	32	\$3,864
J4-3	903,000	595,000	6	33		1971	27	\$537
J5-1	902,000	600,500	6	55		1971	27	\$745
J5-5	901,500	601,000	6	35		1968	30	\$509
J9-1	905,000	625,500	6	32		1971	27	\$528
J9-10	902,500	625,500	6			1977	21	\$720
J9-2	905,500	625,500	6	33		1971	27	\$537
J9-3	906,500	625,500	6	34		1971	27	\$547
J9-4	906,500	625,000	6	45		1971	27	\$651
J9-5	906,000	624,000	6	27		1971	27	\$480
J9-6	906,000	623,000	6				28	\$494
J9-7	906,000	621,500	6	24		1971	27	\$452
J9-8	902,500	624,500	6			1977	21	\$720
J9-9	903,000	625,000	6			1977	21	\$720
K1-1	897,500	581,500	6	23		1966	32	\$382
K11-1	901,000	633,500	8	13		1976	22	\$562
K11-2	900,500	634,000	9	23		1976	22	\$814
K11-3	899,500	633,500	7			1977	21	\$3,682
K11-4	899,500	633,500	8			1977	21	\$4,274
K11-5	899,000	633,500	7			1977	21	\$3,682
K11-6	899,000	633,500	7			1977	21	\$3,682
K1-2	897,000	582,500	6	23		1966	32	\$382
K1-3	896,500	581,500	6	23		1966	32	\$382
K1-4	896,500	580,500	6	35	32'	1974	24	\$608
K1-5	896,000	578,500	6	24	22	1975	23	\$509
K2-1	900,500	584,000	6	600		1939	59	\$2,290
K2-3	901,000	588,000	6	25		1971	27	\$461
K2-4	897,000	586,500	6	24		1969	29	\$426
K2-5	897,000	587,000	6	30		1969	29	\$480
K3-1	898,000	590,500	6	25		1967	31	\$410
K3-2	895,500	593,000	6	30		1967	31	\$452
K3-3	900,500	593,000	6	28		1967	31	\$435
K3-4	900,000	593,000	6	30		1967	31	\$452
K3-5	899,000	593,000	6	35		1968	30	\$509
K3-6	898,500	593,000	6	28		1968	30	\$448
K4-2	900,000	598,000	6	150		1971	27	\$1,643
K4-3	898,000	596,500	6	35		1968	30	\$509
K5-1	896,000	600,500	6	19		1967	31	\$360
K5-2	896,500	603,000	6	28		1968	30	\$448
K5-3	897,000	601,000	6	38		1969	29	\$551
K5-4	897,000	600,000	6	35		1969	29	\$524
K5-5	899,000	601,000	6	33		1969	29	\$506
K6-1	896,000	606,000	6	25		1968	30	\$422
K6-2	897,500	605,500	6	25		1968	30	\$422
L1-1	896,000	581,000	6	25	20'	1974	24	\$504

**TABLE 5-1 Existing Non-Potable Irrigation Water Supply Wells**

Well ID	Northing	Easting	Diameter	Total Depth	Cased Depth	Date Drilled	Estimated Age	Estimated Original Cost
L1-2	895,000	581,500	6	25	20'	1974	24	\$504
L1-3	894,000	579,500	6	24	20'	1975	23	\$509
L1-4	892,500	579,500	6	24	24'	1975	23	\$509
L1-5	894,500	582,000	6	24	24'	1975	23	\$509
L2-1	893,500	585,000	6	26		1974	24	\$515
L2-2	893,500	585,500	6	30		1967	31	\$452
L2-3	896,000	585,000	6	30		1969	29	\$480
L2-4	895,500	584,000	6	27	22'	1974	24	\$525
L2-5	892,000	584,500	6	24	22.5'	1975	23	\$509
L3-1	895,000	593,000	6	25		1964	34	\$375
L3-2	892,000	593,000	6	21		1964	34	\$344
L3-3	895,500	593,500	2	28		1976	22	\$125
L4-1	894,500	595,000	6	25		1967	31	\$410
L4-2	895,000	596,000	6	20		1967	31	\$368
L4-4	896,000	599,000	6	25		1967	31	\$410
L4-5	891,000	594,000	6	18		1969	29	\$373
L4-6	891,000	597,500	6	22		1972	26	\$446
L5-1	895,500	602,500	6	30		1968	30	\$466
L5-2	894,000	601,000	6	25		1968	30	\$422
L5-3	892,500	601,000	6	25		1968	30	\$422
L5-4	890,500	602,000	2	32		1972	26	\$121
L5-5	890,500	604,000	6	25		1972	26	\$475
L6-1	895,500	606,000	2	26		1974	24	\$113
L6-2	895,000	606,500	6	25		1972	26	\$475
M1-1	890,500	579,500	6	30	26'	1974	24	\$556
M1-2	890,000	581,500	6	24	20'	1974	24	\$494
M1-3	889,500	581,000	6	30	27'	1974	24	\$556
M1-4	887,000	581,500	6	27	24'	1974	24	\$525
M1-5	886,500	579,000	6	40	28'	1975	23	\$679
M1-6	886,500	581,500	6	32	24'	1975	23	\$594
M1-7	886,500	581,000	6	24	21'	1975	23	\$509
M2-1	889,000	584,500	6	25		1967	31	\$410
M2-2	888,000	586,500	6	20		1967	31	\$368
M2-3	888,000	587,000	6	30		1974	24	\$556
M2-4	889,000	584,000	6	25	22'	1974	24	\$504
M3-1	886,000	589,000	6	22		1967	31	\$385
M3-2	887,500	591,000	2	26		1974	24	\$113
M3-3	888,500	589,500	6	25		1970	28	\$448
M3-4	888,500	588,500	6	25		1970	28	\$448
M4-1	889,000	595,000	6	23		1969	29	\$417
M4-2	888,000	594,500	6	25		1969	29	\$435
M4-4	887,000	598,500	6	28		1970	28	\$476
M4-5	889,000	597,000	6	24		1972	26	\$466
M4-6	889,000	598,500	6	25		1973	25	\$490
M5-1	887,000	599,500	6	30		1970	28	\$494
M5-2	889,000	602,500	6	26		1972	26	\$485

**TABLE 5-1 Existing Non-Potable Irrigation Water Supply Wells**

Well ID	Northing	Easting	Diameter	Total Depth	Cased Depth	Date Drilled	Estimated Age	Estimated Original Cost
M5-3	889,500	602,500	6	24		1972	26	\$466
M5-4	888,500	600,000	6	23		1972	26	\$456
N1-1	883,500	578,000	6	50		1964	34	\$567
N1-2	882,500	578,000	6	60		1964	34	\$644
N2-1	885,000	583,000	6	59		1967	31	\$696
N2-2	885,000	584,500	6	32		1967	31	\$469
N2-3	885,000	586,000	6	25		1967	31	\$410
N2-4	885,000	587,500	6	30		1967	31	\$452
M7-1	887,000	614,000	8	60	20	1985	13	\$1,662
M7-2	885,500	611,500	8	60	20	1985	13	\$1,662
M8-1	885,500	616,000	8	60	20	1985	13	\$1,662
M9-1	889,500	620,500	8	60	20	1985	13	\$1,662
M9-2	889,000	622,000	8	60	20	1985	13	\$1,662
M9-3	886,500	622,000	8	60	20	1985	13	\$1,662
M9-4	886,000	622,500	8	60	20	1985	13	\$1,662
M10-1	890,500	630,500	8	60	20	1985	13	\$1,662
M10-2	889,500	629,000	8	60	20	1985	13	\$1,662
N4-1	885,000	595,000	8	60	20	1985	13	\$1,662
N4-2	883,000	594,500	8	60	20	1985	13	\$1,662
N5-1	883,000	602,500	8	60	20	1985	13	\$1,662
N5-2	883,500	600,000	8	60	20	1985	13	\$1,662
N5-3	882,000	599,500	8	60	20	1985	13	\$1,662
N5-4	882,000	601,500	8	60	20	1985	13	\$1,662
N6-1	881,500	607,000	8	60	20	1985	13	\$1,662
N6-2	880,500	608,500	8	60	20	1985	13	\$1,662
N7-1	884,500	614,500	8	60	20	1985	13	\$1,662
N7-2	882,500	613,500	8	60	20	1985	13	\$1,662
N7-3	882,000	612,000	8	60	20	1985	13	\$1,662
N7-4	880,500	611,500	8	60	20	1985	13	\$1,662
N7-5	880,500	610,500	8	60	20	1985	13	\$1,662
N7-6	883,500	615,000	10	60		1985	13	\$2,125
N9-1	883,500	621,500	8	60	20	1985	13	\$1,662
O6-1	875,000	608,500	6	120	20	1982	16	\$1,882
O6-2	876,000	605,500	8	60	20	1985	13	\$1,662
O6-3	875,500	606,500	8	60	20	1985	13	\$1,662
O7-1	878,000	613,000	8	60	20	1985	13	\$1,662
O7-2	877,000	612,500	8	60	20	1985	13	\$1,662
O8-1	878,000	616,500	6	105		1982	16	\$1,686
O8-2	878,500	618,000	6	110		1982	16	\$1,751
O8-3	876,500	615,000	8	60		1985	13	\$1,662
O9-1	876,500	621,500	6	70		1982	16	\$1,228
O9-2	879,500	622,500	6	70		1982	16	\$1,228
O9-3	879,500	621,500	8	60		1982	16	\$1,521
P7-1	874,000	610,000	6	95		1982	16	\$1,555
P8-1	874,000	617,000	8	60		1985	13	\$1,662
P8-2	874,500	618,000	10	60		1985	13	\$2,125



Town & Country  
Utility Company



FIGURE 5-2  
NON-POTABLE FARM WELLS

## SECTION 6

# PROPOSED NON-POTABLE BULK WATER FACILITIES

## 6.1 INTRODUCTION

T&CUC is proposing to provide bulk raw water to neighboring utilities. The service territory owned by the parent company of the utility covers several sustainable water supply resources. These resources can provide enough water for the proposed developments and existing users within the proposed service area in addition to outside needs.

The proposed residential developments within the T&CUC service area will require irrigation water for landscaping and golf courses. The required facilities to meet these demands have not been designed at this time.

## 6.2 PROPOSED NON-POTABLE BULK WATER FACILITIES

Proposed non-potable water facilities include such items as wells, pumps, valves, piping, roads, and maintenance building. It is proposed to construct a wellfield capable of generating 10 MGD of raw water. It is estimated that 20 wells will be required to meet the 10 MGD demand. By establishing Town and Country Utility Company and a bulk raw water rate at this time, the utility will be given the opportunity to begin long-range planning for the development of future water needs both inside and outside the proposed service area. In this way such services, including bulk raw water service, will be available when needed and at the most economical and efficient price.

This raw water supply will be pumped from the wellfield through a main line to the T&CUC service area boundary where it will be metered and delivered to a customer. T&CUC will lease the well sites and accesses from Babcock Florida Company. The location of the wellfield has not been determined at this time. The optimum location depends upon the outside entity that needs the water. Investigation is under way for determining which water resource on the Ranch will provide the most cost effective source of water.

It is anticipated that nearby water utilities will be in need of additional non-potable bulk raw water. It is proposed to construct facilities to provide a first phase capacity of 2 MGD when an agreement is reached with a customer. This corresponds to approximately 5714 ERC's. The capacity of this system will be designed to supply the needed quantity and operate at 100% capacity. As the need for more water is realized, this system will be expanded to supply the necessary quantity.

### 6.3 FUTURE COSTS

Construction, operation, and maintenance costs are as follows for the proposed 10 MGD bulk raw water wellfield:

#### Construction Costs

20 wells:	\$800,000
20 pumps and valves assembly:	\$800,000
Supply line assembly:	\$900,000
Instrumentation and controls:	\$250,000
Meter:	\$20,000
Maintenance building:	\$70,000
Access roads:	\$150,000
Engineering and permitting fees:	\$450,000

### Annual Operation and Maintenance Costs

Annual electricity:	\$22,000
Annual testing and monitoring	\$48,000
Annual site leases:	\$25,000
Annual personnel:	\$80,000
Annual wellhead repairs:	\$45,000
Annual maintenance and mowing:	\$35,000
Annual access road maintenance:	\$10,000
Annual miscellaneous engineering:	\$35,000

The first 2 MGD phase of the bulk raw water system will include the following costs:

### Construction Costs

4 wells:	\$160,000
20 pumps and valves assembly:	\$160,000
Supply line assembly:	\$180,000
Instrumentation and controls:	\$50,000
Meter:	\$20,000
Maintenance building:	\$70,000
Access roads:	\$30,000
Engineering and permitting fees:	\$175,000

### Annual Operation and Maintenance Costs

Annual electricity:	\$4,400
Annual testing and monitoring	\$9,600
Annual site leases:	\$9,000
Annual personnel:	\$64,000
Annual wellhead repairs:	\$9,000
Annual maintenance and mowing:	\$7,000
Annual access road maintenance:	\$2,000
Annual miscellaneous engineering:	\$17,000

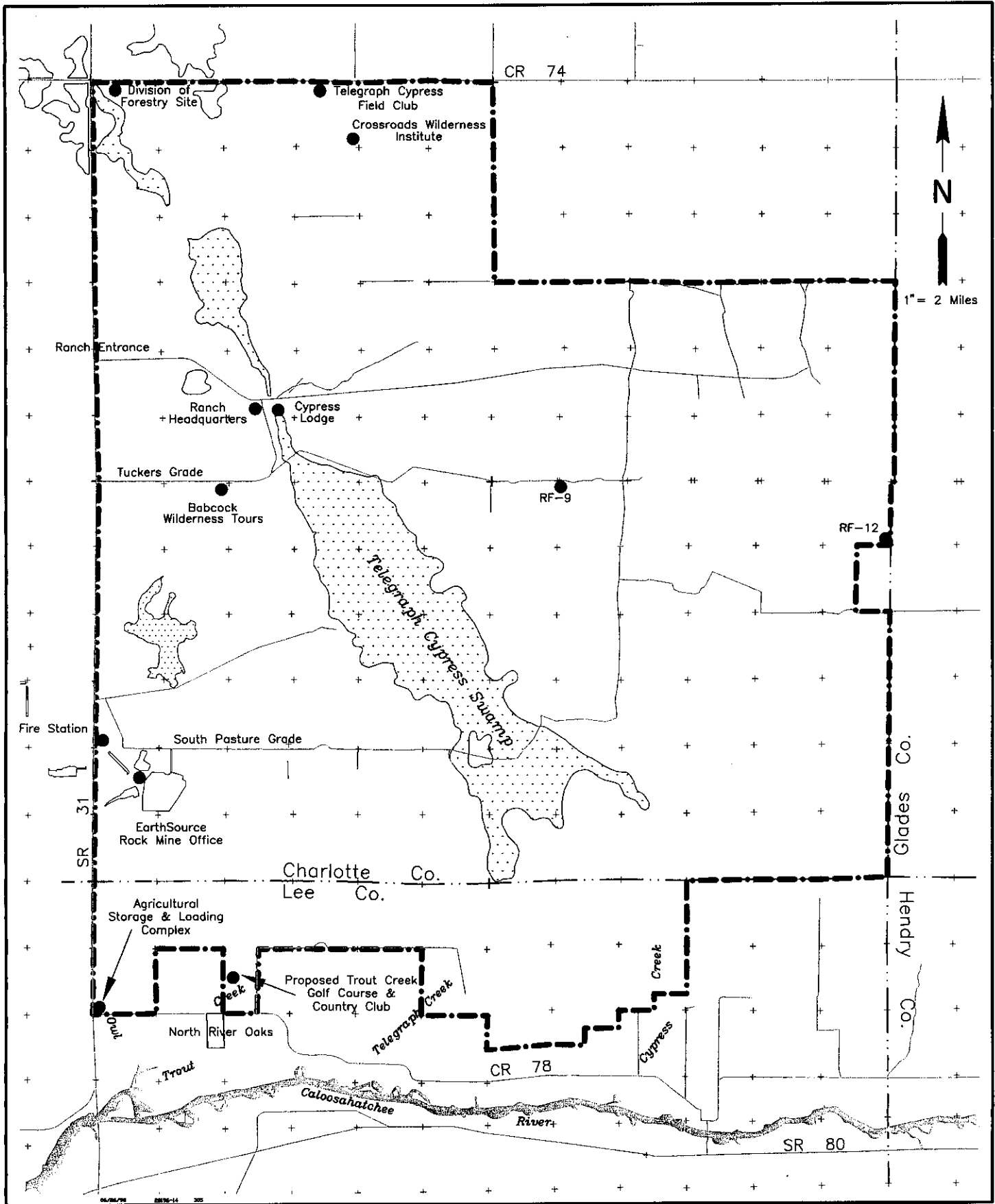


These costs are preliminary and can vary depending on the exact location of the proposed well field. It was assumed that the furthestmost well was 15,000 feet from the delivery point. T&CUC plans to lease the land around the wells and accesses from Babcock Florida Company. The lease will be for 99 years and the cost will be \$1,000 for each well location and \$5,000 for the maintenance building site and increase by 3% each year.

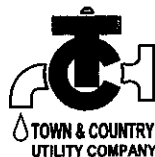
APPENDIX

APPENDIX – TABLE OF CONTENTS  
FACILITIES – IDENTIFICATION – PHOTOGRAPHS

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Agricultural Activities	A-7
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Telegraph Cypress Field Club	A-10
Public Safety Facilities: Fire Station; Florida Forestry Tower	A-11
Proposed Agricultural Commercial, Storage, and Loading Area (SR 31 - CR 78)	A-12
Residential Area – North River Oaks & Proposed Golf Course	A-13
Recreational Facilities	A-14
Crossroads Wilderness Institute	A-15



Town & Country  
Utility Company



FACILITIES LOCATION  
MAP FOR  
APPENDIX PHOTOGRAPHS

# BABCOCK RANCH



*Ranch Main Entrance.*

## BABCOCK HEADQUARTERS COMPLEX

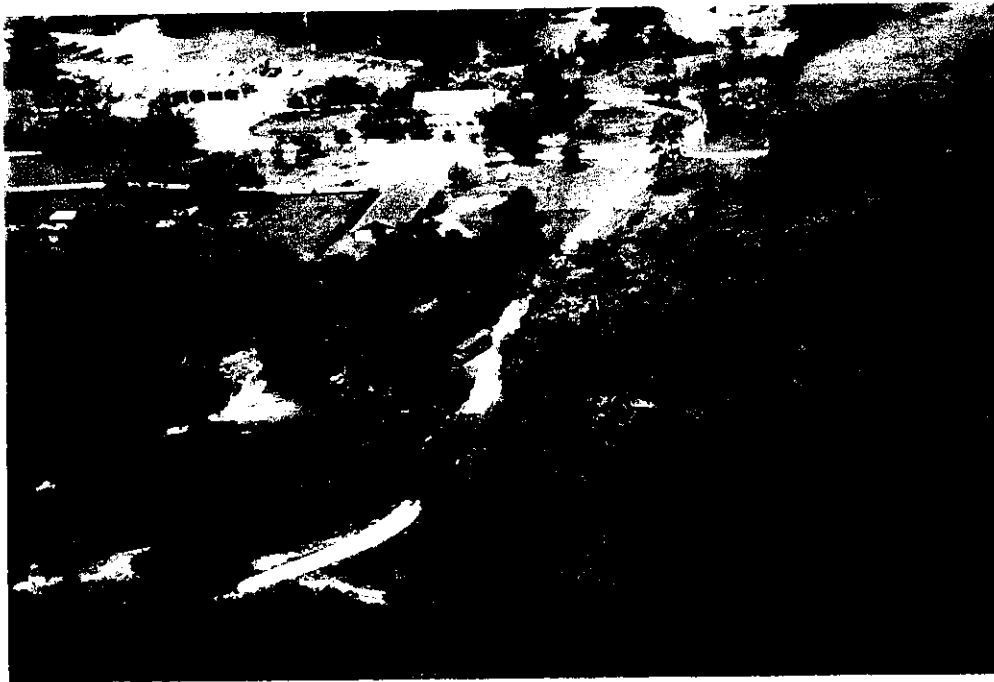


*Close-up of Headquarters office.*



*View east at Headquarters Area. Note beginning of employee housing at lower right.*

## BABCOCK HEADQUARTERS COMPLEX



*View west at close-up of Headquarters Area. Note beginning of employee housing at upper right and Babcock Wilderness Tour Buggy (with green top) at center of photo.*



*View north at Cypress Lodge.*

BABCOCK WILDERNESS ADVENTURE TOUR FACILITY



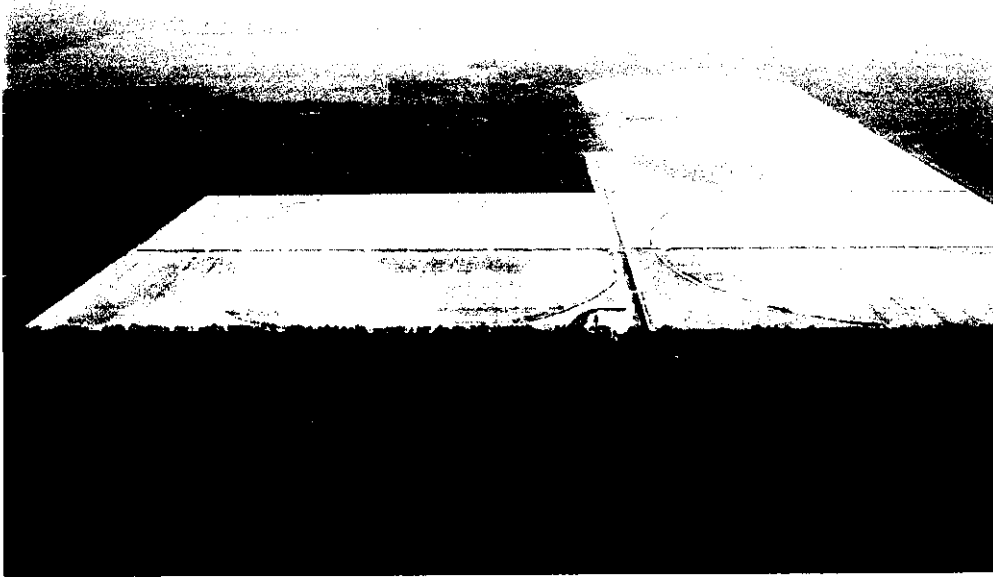
*View north at Tour Facility. Complex includes office, gift shop and lunchroom facility.*



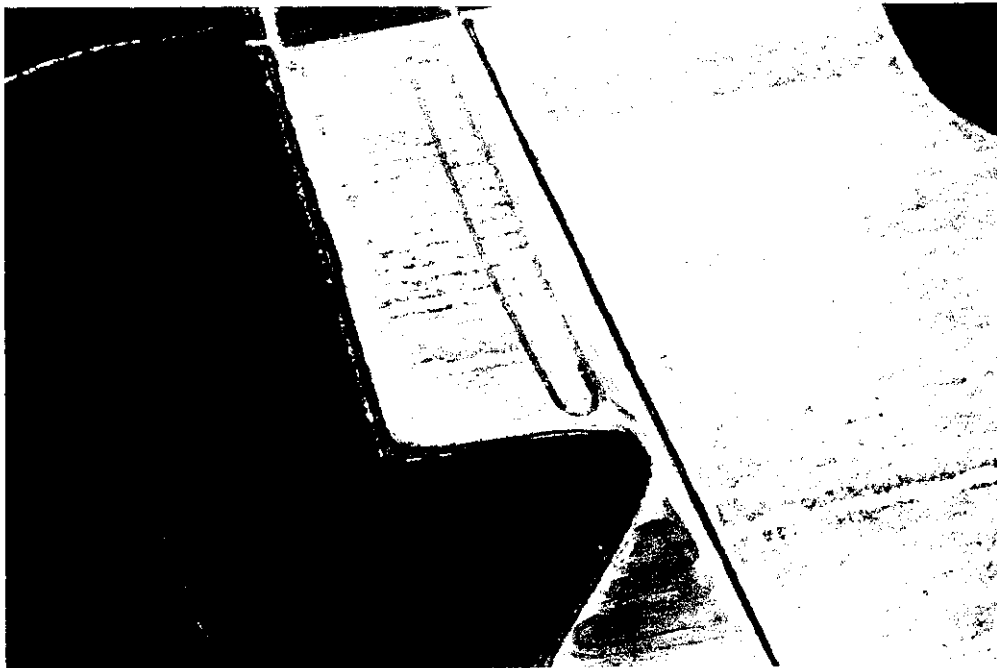
*Tour Buggy crossing Telegraph Cypress Strand Ford near Headquarters Area.*



## TYPICAL AGRICULTURAL ACTIVITIES



*Look north. Existing sod fields in foreground, with recently cultivated sod fields at center of photo. Circular areas show location of tracked irrigation rollers used to provide efficient irrigation.*



*Farming operation in progress at left center and bottom center. Field is being prepared for planting of row crops.*

EARTHSOURCE MINE

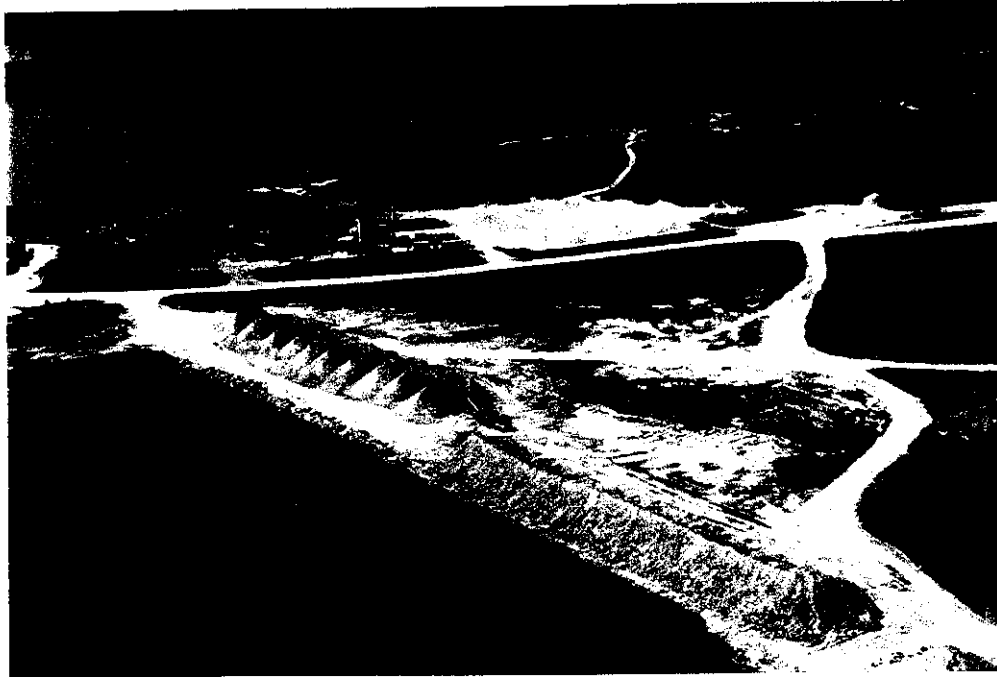


*Entrance to EarthSource Mine.*

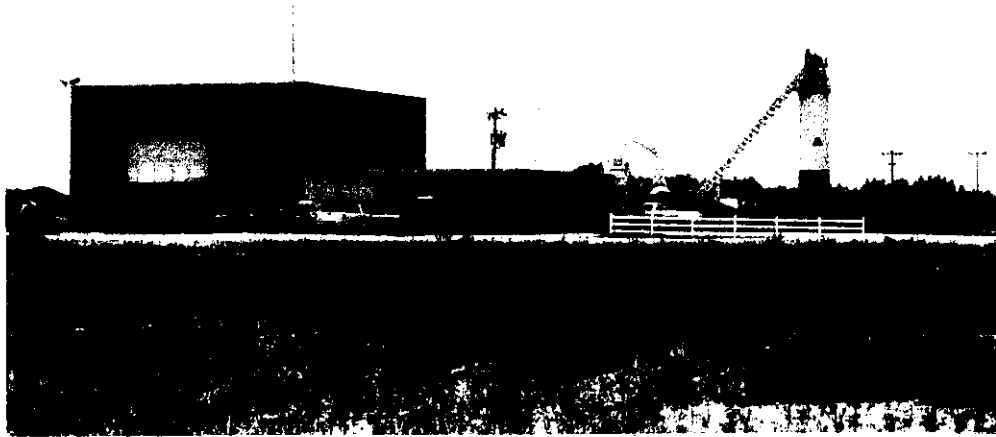


*Look east at EarthSource Mine.  
SR 31 is in foreground.*

EARTHSOURCE MINE



*Close-up of Limerock mining activity – Look south.*



*Close-up of office – Production Facilities.*

TELEGRAPH CYPRESS FIELD CLUB

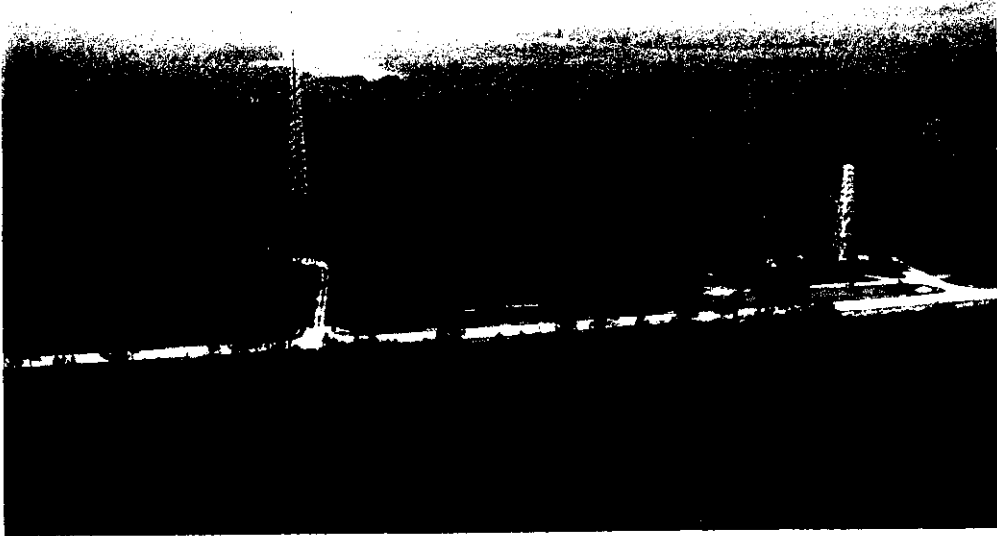


*Office Facilities near center of complex. View southeast.*



*Close-up of Office Complex -- View southeast*

PUBLIC FACILITIES

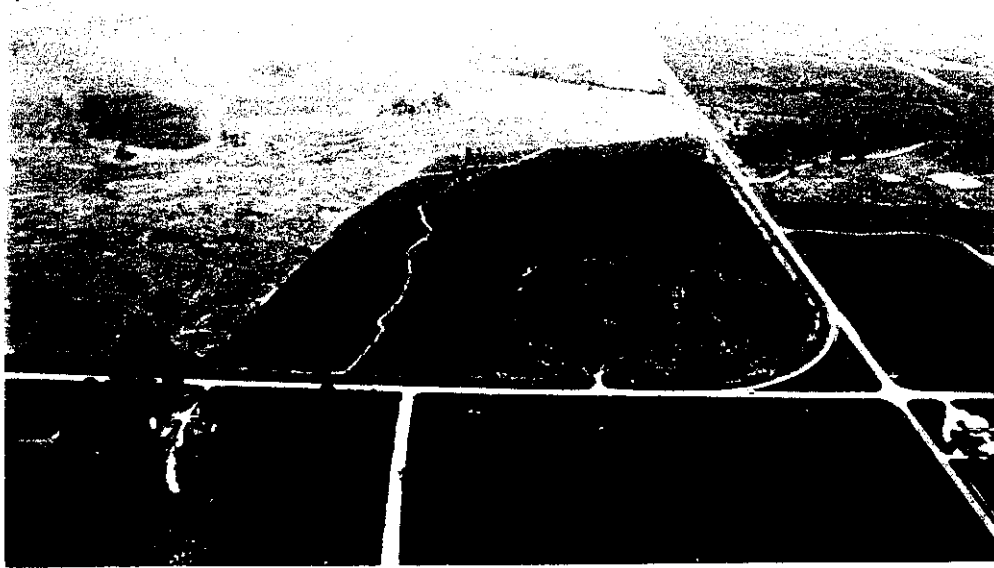


*GTE Cellular Tower is at left with Florida Forest Service Lookout Tower at right.*



*Bayshore Fire Rescue Station on Babcock Land on SR 31.*

## BABCOCK RANCH



*View east at southwest corner of Babcock Ranch. SR 31 is in foreground with CR 78 running from bottom to top of right side of photo. Agricultural Commercial, Storage, and Loading complex is scheduled for this intersection.*

BABCOCK RANCH SUBDIVISION AND PROPOSED GOLF COURSE AREA



*Look north across Babcock's North River Oaks Subdivision.  
Note proposed 320-acre Golf Course Area immediately to northeast of subdivision.*

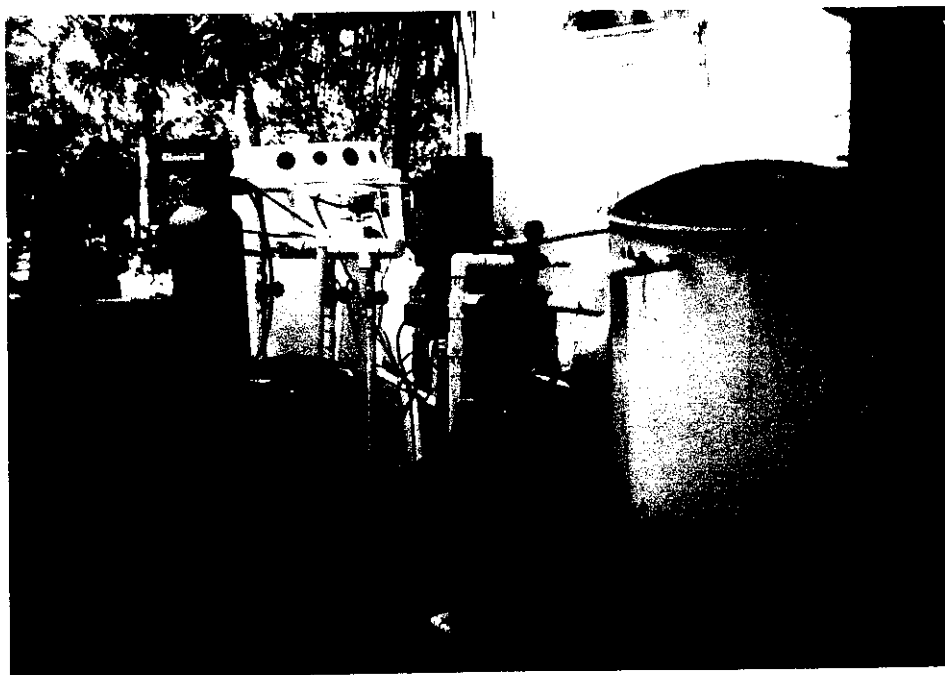


*View northeast across proposed golf course area.*

RECREATIONAL FACILITIES – BABCOCK RANCH



*View of typical recreational lodging facility. This is RF-9 that is used primarily by the Ranch employees.*



*View of water treatment facility at RF-12.*



CROSSROADS WILDERNESS INSTITUTE – BABCOCK RANCH

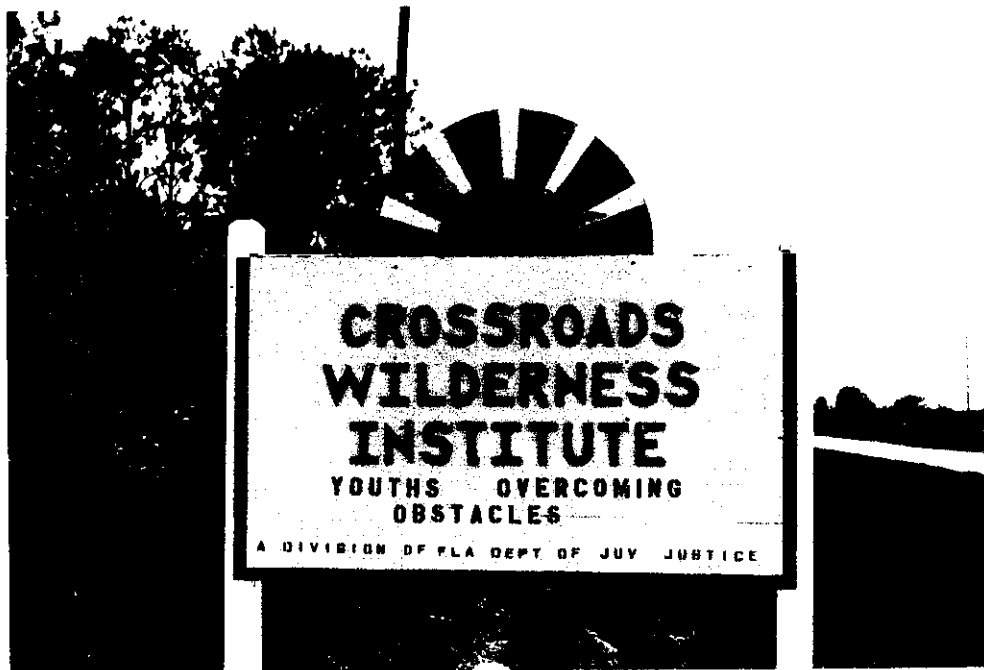


*View north at Institute.*



*Look northwest at close-up of typical institute facilities and activities.*

CROSSROADS WILDERNESS INSTITUTE – BABCOCK RANCH



*Entrance to Institute. Between 30 & 35 youths attend the Institute which also has a permanent staff of approximately 30. This is one of the many facilities on the Babcock Ranch which require an adequate potable water supply.*



*Close-up of typical youth activities at the Institute.*

STATE OF FLORIDA



OFFICE OF COMMISSION CLERK  
ANN COLE  
COMMISSION CLERK

**Public Service Commission**  
**Map**

\*\*\*\*\*

**Docket No. :** 981288-WU

**Docket Title:** Application for certificate to operate a water utility in Charlotte and Lee Counties, by Town and Country Utilities Company.

***DN 01074-98: TOWN & COUNTRY UTILITIES COMPANY [TOWN & COUNTRY] (DETERDING) - APPLICATION FOR CERTIFICATE TO OPERATE A WATER UTILITY IN CHARLOTTE AND LEE COUNTIES WITH EXHIBITS A THROUGH F. [MAP IS NOT IN PDF FORMAT]***

***[CLK NOTE: MAP PORTION OF THIS APPLICATION CAN BE FOUND IN MAPS MICROFILM.]***

**Town & Country Utility Company**

**Special Report**

**Original Certificate Application**

**August 31, 1998**



11074-98  
Contd.

**Town & Country Utility Company  
Original Certificate Application  
Special Report**

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2	2	Phase 1 Potable Water Service - Proposed Monthly Rates
3	3	Bulk Raw Water Service - Proposed Bulk Rate & Plant Capacity Charge
<b><u>Section B - Non-Potable Agricultural Water</u></b>		
4	4	Rate Base, Rate of Return & Operating Income
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6	15	Constructed Statement of Operations
7	16	Detail of Estimated Operations & Maintenance (O&M) Expense
<b><u>Section C - Phase 1 Potable Water Service</u></b>		
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23	33	Proforma Cost of Capital for Phase 1 Rate Bases

*Cronin, Jackson, Nixon & Wilson*

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(727) 797-3602

September 15, 1998

Officers and Directors  
Town & Country Utility Company

In accordance with your request, we have prepared the accompanying Special Report of Town & Country Utility Company consisting of the schedules listed in the preceding Index.

This report is intended solely for use as part of an original certificate application and request for initial rates and charges to be filed with the Florida Public Service Commission and should not be used for any other purpose.

Because this Special Report was not audited by us, we do not express an opinion or any other form of assurance on it.

*Cronin, Jackson, Nixon & Wilson*

CRONIN, JACKSON, NIXON & WILSON

**SECTION A**

**PROPOSED RATES & CHARGES**

Town & Country Utility Company  
 Non-Potable Agricultural Water  
 Proposed Monthly Rates  
 August 31, 1998

<u>Line No.</u>		<u>Proposed Monthly Rate</u>
1	<u>Non-potable Agricultural Service</u>	
2	<u>Flat monthly rate (1):</u>	
3	Well size:	
4	1"	\$ 5.20
5	2"	16.64
6	3"	33.28
7	4"	52.00
8	5"	87.36
9	6"	104.00
10	7"	145.60
11	8"	166.40
12	9"	216.32
13	10"	239.20
14	12"	447.20

15 (1) The agricultural water facilities consist of 322 unmetered  
 16 wells of various sizes, which are spread throughout the  
 17 Crescent B Ranch. Users supply their own pumps and  
 18 other equipment needed to extract and distribute raw  
 19 water for various agricultural purposes.

20 As a result, flat monthly rates are proposed based on  
 21 the size of the well used.



Town & Country Utility Company  
Phase 1 Potable Water Service  
Proposed Monthly Rates  
August 31, 1998

<u>Line No.</u>		<u>Proposed Monthly Rates</u>
1	<u>Residential &amp; General Service</u>	
2	Base facility charges:	
3	5/8" x 3/4"	\$ 14.74
4	1"	36.85
5	1 1/2"	73.70
6	2"	117.92
7	3"	235.84
8	4"	368.50
9	6"	737.00
10	8"	1,179.20
11	Gallonge charge per 1,000 gallons	3.09

Town & Country Utility Company  
Bulk Raw Water Service  
Proposed Bulk Rate and Plant Capacity Charge  
August 31, 1998

Line  
No.

1	A. <u>Proposed Bulk Raw Water Rate</u>	
2	Rate per 1,000 gallons	<u>\$ 0.30</u>
3	B. <u>Proposed Plant Capacity Charge</u>	
4	Plant capacity charge per ERC (350 gpd) (Schedule No. 20)	<u>\$ 115</u>
5	Charge per gallon of capacity (Schedule No. 20)	<u>\$ 0.33</u>

**SECTION B**

**NON-POTABLE AGRICULTURAL WATER**

Town & Country Utility Company  
 Non-Potable Agricultural Water  
 Rate Base, Rate of Return, and Operating Income  
 August 31, 1998

<u>Line No.</u>		<u>Schedule Reference</u>	<u>Balance</u>
1	Utility plant in service	5	\$ 525,401
2	Accumulated depreciation	5	<u>(397,148)</u>
			128,253
3	Allowance for working capital (2)		<u>49,000</u>
4	Rate base		<u>\$ 177,253</u>
5	Rate of return	23	<u>10.18%</u>
6	Required operating income		<u>\$ 18,044</u>
7	Notes: (1) The existing non-potable agricultural water facilities are		
8	100% used and useful. Therefore, it is not necessary to project		
9	rate base or establish initial rates based on an 80% level of		
10	operation.		
11	(2) Based on 12.5% of O&M expense per Schedule No. 7.		

Schedule No. 4

Town & Country Utility Company  
 Non-Potable Agricultural Water  
 Summary of Original Cost, Accumulated Depreciation, and Expense  
 August 31, 1998

Line No.	NARUC Account		Original Cost	PSC Depreciation Rate	Accumulated Depreciation	Depreciation Expense
1	301	Organization (1)	\$ 34,333	2.5%	\$ 858	\$ 858
2	307	Wells (2)	<u>491,068</u>	3.33%	<u>396,290</u>	<u>12,690</u>
3		Total	<u>\$ 525,401</u>		<u>\$ 397,148</u>	<u>\$ 13,548</u>

4 Notes: (1) Estimated costs to obtain original certificate and initial rates assuming case is  
 5 resolved through PAA:

6	Accounting	\$ 25,000
7	Legal	30,000
8	Engineering	45,000
9	Filing fees	<u>3,000</u>
10	Total	<u>\$ 103,000</u>
11	Allocation to each type of service	<u>\$ 34,333</u>

12 (2) See pages 2 through 10 of this schedule.

Town & Country Utility Company  
Existing Non-Potable Agricultural Water Facilities  
Original Cost, Accumulated Depreciation, and Expense  
August 31, 1998

Line No.	Acct. No. 307 Wells & Springs/ Well Size	Well I.D.	Estimated Original Cost	Age	FPSC Depreciable Life/Rate	Accumulated Depreciation	Annual Expense
1	1	F7-1	\$ 3	20	30yrs/3.33%	\$ 1.95	\$ 0.10
2	2	D1-2	130	38	30yrs/3.33%	130.00	
3	2	A2-2	133	24	30yrs/3.33%	104.08	4.43
4	2	F5-3	132	23	30yrs/3.33%	98.90	4.40
5	2	C4-3	113	24	30yrs/3.33%	88.43	3.76
6	2	M3-2	113	24	30yrs/3.33%	88.43	3.76
7	2	D1-1	128	24	30yrs/3.33%	100.17	4.26
8	2	D1-3	175	28	30yrs/3.33%	160.26	5.83
9	2	L6-1	113	24	30yrs/3.33%	88.43	3.76
10	2	D1-4	87	28	30yrs/3.33%	79.67	2.90
11	2	H9-1	117	23	30yrs/3.33%	87.66	3.90
12	2	H8-1	119	25	30yrs/3.33%	97.09	3.96
13	2	D4-1	113	24	30yrs/3.33%	88.43	3.76
14	2	E9-1	130	24	30yrs/3.33%	101.73	4.33
15	2	C6-1	133	22	30yrs/3.33%	95.22	4.43
16	2	D7-1	84	31	30yrs/3.33%	84.00	
17	2	B6-3	122	23	30yrs/3.33%	91.41	4.06
18	2	L5-4	121	26	30yrs/3.33%	102.75	4.03
19	2	B4-3	113	24	30yrs/3.33%	88.43	3.76
20	2	F8-5	113	24	30yrs/3.33%	88.43	3.76
21	2	J3-4	112	25	30yrs/3.33%	91.38	3.73
22	2	A5-1	97	26	30yrs/3.33%	82.37	3.23
23	2	L3-3	125	22	30yrs/3.33%	89.49	4.16
24	3	G3-3	972	28	30yrs/3.33%	890.11	32.37
25	3	F1-6	1,071	28	30yrs/3.33%	980.77	35.66
26	3	E1-11	677	28	30yrs/3.33%	619.96	22.54
27	3	G3-2	972	28	30yrs/3.33%	890.11	32.37
28	3	E1-12	677	28	30yrs/3.33%	619.96	22.54
29	3	E1-10	677	28	30yrs/3.33%	619.96	22.54
30	3	F1-3	1,071	28	30yrs/3.33%	980.77	35.66
31	3	F1-5	1,071	28	30yrs/3.33%	980.77	35.66
32	3	G2-2	1,169	28	30yrs/3.33%	1,070.51	38.93
33	3	F1-7	1,071	28	30yrs/3.33%	980.77	35.66
34	3	E1-13	677	28	30yrs/3.33%	619.96	22.54
35	3	E1-15	677	28	30yrs/3.33%	619.96	22.54
36	3	E2-3	1,071	28	30yrs/3.33%	980.77	35.66
37	3	F2-2	1,169	28	30yrs/3.33%	1,070.51	38.93
38	3	E2-2	1,071	28	30yrs/3.33%	980.77	35.66

Town & Country Utility Company  
Existing Non-Potable Agricultural Water Facilities  
Original Cost, Accumulated Depreciation, and Expense  
August 31, 1998

Line No.	Acct. No. 307 Wells & Springs/ Well Size	Well I.D.	Estimated Original Cost	Age	FPSC Depreciable Life/Rate	Accumulated Depreciation	Annual Expense
1	3	F2-1	\$ 1,169	28	30yrs/3.33%	\$ 1,070.51	\$ 38.93
2	3	N2-4	452	31	30yrs/3.33%	459.08	
3	3	E1-16	677	28	30yrs/3.33%	619.96	22.54
4	3	E1-14	677	28	30yrs/3.33%	619.96	22.54
5	4	E2-1	1,552	28	30yrs/3.33%	1,421.24	51.68
6	4	F4-1	1,552	28	30yrs/3.33%	1,421.24	51.68
7	4	E3-1	2,404	28	30yrs/3.33%	2,201.46	80.05
8	4	G1-4	1,552	28	30yrs/3.33%	1,421.24	51.68
9	4	G3-4	1,410	28	30yrs/3.33%	1,291.21	46.95
10	4	G2-3	1,694	28	30yrs/3.33%	1,551.28	56.41
11	4	F2-4	1,694	28	30yrs/3.33%	1,551.28	56.41
12	4	F4-2	1,552	28	30yrs/3.33%	1,421.24	51.68
13	4	F1-1	1,552	28	30yrs/3.33%	1,421.24	51.68
14	4	F2-3	1,552	28	30yrs/3.33%	1,421.24	51.68
15	4	F1-2	1,552	28	30yrs/3.33%	1,421.24	51.68
16	4	E1-8	1,552	28	30yrs/3.33%	1,421.24	51.68
17	4	E1-9	1,552	28	30yrs/3.33%	1,421.24	51.68
18	4	E1-6	1,552	28	30yrs/3.33%	1,421.24	51.68
19	4	E1-5	1,552	28	30yrs/3.33%	1,421.24	51.68
20	4	E1-4	1,552	28	30yrs/3.33%	1,421.24	51.68
21	4	D2-3	1,637	28	30yrs/3.33%	1,499.08	54.51
22	4	D3-1	4,524	33	30yrs/3.33%	4,524.00	
23	4	B2-2	1,552	28	30yrs/3.33%	1,421.24	51.68
24	4	D2-4	1,637	28	30yrs/3.33%	1,499.08	54.51
25	4	D2-5	1,637	28	30yrs/3.33%	1,499.08	54.51
26	4	C2-1	1,552	28	30yrs/3.33%	1,421.24	51.68
27	4	E1-3	1,552	28	30yrs/3.33%	1,421.24	51.68
28	5	E1-1	3,518	28	30yrs/3.33%	3,221.61	117.15
29	5	C2-2	2,032	28	30yrs/3.33%	1,860.80	67.67
30	5	C2-3	2,032	28	30yrs/3.33%	1,860.80	67.67
31	5	E9-2	4,240	31	30yrs/3.33%	4,240.00	
32	6	K3-6	448	30	30yrs/3.33%	440.09	7.46
33	6	K5-2	448	30	30yrs/3.33%	440.09	7.46
34	6	J4-2	3,864	32	30yrs/3.33%	3,864.00	
35	6	K3-5	509	30	30yrs/3.33%	500.02	8.47
36	6	K5-1	360	31	30yrs/3.33%	360.00	
37	6	K4-2	1,643	27	30yrs/3.33%	1,449.87	54.71
38	6	J3-6	452	27	30yrs/3.33%	398.87	15.05

Town & Country Utility Company  
Existing Non-Potable Agricultural Water Facilities  
Original Cost, Accumulated Depreciation, and Expense  
August 31, 1998

Line No.	Acct. No. 307 Wells & Springs/ Well Size	Well I.D.	Estimated Original Cost	Age	FPSC Depreciable Life/Rate	Accumulated Depreciation	Annual Expense
1	6	K4-3	\$ 509	30	30yrs/3.33%	\$ 500.02	\$ 8.47
2	6	J3-5	414	27	30yrs/3.33%	365.33	13.79
3	6	K5-3	551	29	30yrs/3.33%	522.93	18.35
4	6	J3-1	561	32	30yrs/3.33%	561.00	
5	6	L1-2	504	24	30yrs/3.33%	394.41	16.78
6	6	L1-1	504	24	30yrs/3.33%	394.41	16.78
7	6	J2-1	2,290	59	30yrs/3.33%	2,290.00	
8	6	J2-3	448	30	30yrs/3.33%	440.09	7.46
9	6	J3-3	777	21	30yrs/3.33%	530.42	25.87
10	6	J3-2	561	32	30yrs/3.33%	561.00	
11	6	J4-3	537	27	30yrs/3.33%	473.88	17.88
12	6	K6-2	422	30	30yrs/3.33%	414.55	7.03
13	6	K6-1	422	30	30yrs/3.33%	414.55	7.03
14	6	K5-5	506	29	30yrs/3.33%	480.22	16.85
15	6	K5-4	524	29	30yrs/3.33%	497.30	17.45
16	6	K3-4	452	31	30yrs/3.33%	452.00	
17	6	K2-5	480	29	30yrs/3.33%	455.54	15.98
18	6	K3-3	435	31	30yrs/3.33%	435.00	
19	6	J9-9	720	21	30yrs/3.33%	491.51	23.98
20	6	K1-3	382	32	30yrs/3.33%	382.00	
21	6	K1-2	382	32	30yrs/3.33%	382.00	
22	6	K1-1	382	32	30yrs/3.33%	382.00	
23	6	J9-5	480	27	30yrs/3.33%	423.58	15.98
24	6	J9-8	720	21	30yrs/3.33%	491.51	23.98
25	6	J9-4	651	27	30yrs/3.33%	574.47	21.68
26	6	J9-7	452	27	30yrs/3.33%	398.87	15.05
27	6	J9-6	494	28	30yrs/3.33%	452.38	16.45
28	6	L1-4	509	23	30yrs/3.33%	381.37	16.95
29	6	K1-4	608	24	30yrs/3.33%	475.79	20.25
30	6	J9-3	547	27	30yrs/3.33%	482.70	18.22
31	6	J5-1	745	27	30yrs/3.33%	657.43	24.81
32	6	K2-4	426	29	30yrs/3.33%	404.30	14.19
33	6	J5-5	509	30	30yrs/3.33%	500.02	8.47
34	6	K3-2	452	31	30yrs/3.33%	452.00	
35	6	K3-1	410	31	30yrs/3.33%	410.00	
36	6	J9-1	528	27	30yrs/3.33%	465.93	17.58
37	6	K2-3	461	27	30yrs/3.33%	406.81	15.35
38	6	J9-2	537	27	30yrs/3.33%	473.88	17.88



Town & Country Utility Company  
Existing Non-Potable Agricultural Water Facilities  
Original Cost, Accumulated Depreciation, and Expense  
August 31, 1998

Line No.	Acct. No. 307 Wells & Springs/ Well Size	Well I.D.	Estimated Original Cost	Age	FPSC Depreciable Life/Rate	Accumulated Depreciation	Annual Expense
1	6	J9-10	\$ 720	21	30yrs/3.33%	\$ 491.51	\$ 23.98
2	6	K2-1	2,290	59	30yrs/3.33%	2,290.00	
3	6	K1-5	509	23	30yrs/3.33%	381.37	16.95
4	6	L1-3	509	23	30yrs/3.33%	381.37	16.95
5	6	A2-1	5,218	34	30yrs/3.33%	5,218.00	
6	6	L1-5	509	23	30yrs/3.33%	381.37	16.95
7	6	M4-4	476	28	30yrs/3.33%	435.90	15.85
8	6	M5-1	494	28	30yrs/3.33%	452.38	16.45
9	6	M4-6	490	25	30yrs/3.33%	399.77	16.32
10	6	M4-5	466	26	30yrs/3.33%	395.70	15.52
11	6	M4-1	417	29	30yrs/3.33%	395.75	13.89
12	6	M4-2	435	29	30yrs/3.33%	412.84	14.49
13	6	M5-3	466	26	30yrs/3.33%	395.70	15.52
14	6	M3-4	448	28	30yrs/3.33%	410.26	14.92
15	6	M3-3	448	28	30yrs/3.33%	410.26	14.92
16	6	M3-1	385	31	30yrs/3.33%	385.00	
17	6	M5-2	485	26	30yrs/3.33%	411.84	16.15
18	6	N1-1	567	34	30yrs/3.33%	567.00	
19	6	M5-4	456	26	30yrs/3.33%	387.21	15.18
20	6	M2-3	556	24	30yrs/3.33%	435.10	18.51
21	6	O8-2	1,751	16	30yrs/3.33%	903.78	58.31
22	6	P7-1	1,555	16	30yrs/3.33%	802.61	51.78
23	6	O9-2	1,228	16	30yrs/3.33%	633.83	40.89
24	6	O9-1	1,228	16	30yrs/3.33%	633.83	40.89
25	6	O6-1	1,882	16	30yrs/3.33%	971.39	62.67
26	6	O8-1	1,686	16	30yrs/3.33%	870.23	56.14
27	6	N1-2	644	34	30yrs/3.33%	644.00	
28	6	N2-3	410	31	30yrs/3.33%	410.00	
29	6	N2-2	469	31	30yrs/3.33%	469.00	
30	6	N2-1	696	31	30yrs/3.33%	469.00	
31	6	M2-4	504	24	30yrs/3.33%	394.41	16.78
32	6	M2-1	410	31	30yrs/3.33%	410.00	
33	6	M2-2	368	31	30yrs/3.33%	368.00	
34	6	L2-1	515	24	30yrs/3.33%	403.01	17.15
35	6	L3-2	344	34	30yrs/3.33%	344.00	
36	6	L4-4	410	31	30yrs/3.33%	410.00	
37	6	L4-2	368	31	30yrs/3.33%	368.00	
38	6	L4-1	410	31	30yrs/3.33%	410.00	

Town & Country Utility Company  
Existing Non-Potable Agricultural Water Facilities  
Original Cost, Accumulated Depreciation, and Expense  
August 31, 1998

Line No.	Acct. No. 307 Wells & Springs/ Well Size	Well I.D.	Estimated Original Cost	Age	FPSC Depreciable Life/Rate	Accumulated Depreciation	Annual Expense
1	6	L2-5	\$ 509	23	30yrs/3.33%	\$ 381.37	\$ 16.95
2	6	L3-1	375	34	30yrs/3.33%	375.00	
3	6	L4-6	446	26	30yrs/3.33%	378.72	14.85
4	6	L2-4	525	24	30yrs/3.33%	410.84	17.48
5	6	L2-3	480	29	30yrs/3.33%	455.54	15.98
6	6	L2-2	452	31	30yrs/3.33%	452.00	
7	6	L4-5	373	29	30yrs/3.33%	354.00	12.42
8	6	L5-2	422	30	30yrs/3.33%	414.55	7.03
9	6	L5-1	466	30	30yrs/3.33%	457.78	7.76
10	6	M1-7	509	23	30yrs/3.33%	381.37	16.95
11	6	M1-3	556	24	30yrs/3.33%	435.10	18.51
12	6	M1-6	594	23	30yrs/3.33%	445.05	19.78
13	6	M1-5	679	23	30yrs/3.33%	508.74	22.61
14	6	M1-4	525	24	30yrs/3.33%	410.84	17.48
15	6	J11-3	679	23	30yrs/3.33%	508.74	22.61
16	6	M1-2	494	24	30yrs/3.33%	386.58	16.45
17	6	L5-3	422	30	30yrs/3.33%	414.55	7.03
18	6	M1-1	556	24	30yrs/3.33%	435.10	18.51
19	6	L6-2	475	26	30yrs/3.33%	403.35	15.82
20	6	L5-5	475	26	30yrs/3.33%	403.35	15.82
21	6	J11-5	929	22	30yrs/3.33%	665.12	30.94
22	6	J10-1	2,290	59	30yrs/3.33%	2,290.00	
23	6	J11-2	679	23	30yrs/3.33%	508.74	22.61
24	6	F9-1	600	25	30yrs/3.33%	489.51	19.98
25	6	F9-4	500	25	30yrs/3.33%	407.93	16.65
26	6	F9-3	500	25	30yrs/3.33%	407.93	16.65
27	6	F9-2	590	25	30yrs/3.33%	481.35	19.65
28	6	F8-4	490	25	30yrs/3.33%	399.77	16.32
29	6	G1-8	520	32	30yrs/3.33%	545.45	17.32
30	6	F8-3	490	25	30yrs/3.33%	399.77	16.32
31	6	F8-1	640	25	30yrs/3.33%	522.14	21.31
32	6	F6-3	552	30	30yrs/3.33%	542.26	9.19
33	6	F9-5	640	25	30yrs/3.33%	522.14	21.31
34	6	G3-8	447	32	30yrs/3.33%	447.00	
35	6	G3-7	610	32	30yrs/3.33%	610.00	
36	6	F6-1	569	29	30yrs/3.33%	540.01	18.95
37	6	G7-1	651	27	30yrs/3.33%	574.47	21.68
38	6	G8-2	632	27	30yrs/3.33%	557.71	21.05

Town & Country Utility Company  
Existing Non-Potable Agricultural Water Facilities  
Original Cost, Accumulated Depreciation, and Expense  
August 31, 1998

Line No.	Acct. No. 307 Wells & Springs/ Well Size	Well I.D.	Estimated Original Cost	Age	FPSC Depreciable Life/Rate	Accumulated Depreciation	Annual Expense
1	6	G8-1	\$ 466	30	30yrs/3.33%	\$ 457.78	\$ 7.76
2	6	G7-2	699	22	30yrs/3.33%	500.45	23.28
3	6	G6-5	552	30	30yrs/3.33%	542.26	9.19
4	6	G6-1	552	30	30yrs/3.33%	542.26	9.19
5	6	G6-4	552	30	30yrs/3.33%	542.26	9.19
6	6	G6-3	506	29	30yrs/3.33%	480.22	16.85
7	6	G6-2	645	22	30yrs/3.33%	461.79	21.48
8	6	F6-2	569	29	30yrs/3.33%	540.01	18.95
9	6	F5-4	569	29	30yrs/3.33%	540.01	18.95
10	6	G9-1	509	30	30yrs/3.33%	500.02	8.47
11	6	D3-3	702	29	30yrs/3.33%	666.23	23.38
12	6	D6-1	569	29	30yrs/3.33%	540.01	18.95
13	6	D4-5	5,559	29	30yrs/3.33%	5,275.77	185.11
14	6	D3-4	702	29	30yrs/3.33%	666.23	23.38
15	6	D3-2	702	29	30yrs/3.33%	666.23	23.38
16	6	E1-7	2,513	28	30yrs/3.33%	2,301.28	83.68
17	6	B1-2	2,290	59	30yrs/3.33%	2,290.00	
18	6	A3-2	5,064	34	30yrs/3.33%	5,064.00	
19	6	A3-1	5,449	34	30yrs/3.33%	5,449.00	
20	6	E1-2	5,726	28	30yrs/3.33%	5,243.58	190.68
21	6	E3-5	1,720	30	30yrs/3.33%	1,689.64	28.64
22	6	E2-4	624	33	30yrs/3.33%	624.00	
23	6	F5-2	536	31	30yrs/3.33%	536.00	
24	6	F1-4	839	23	30yrs/3.33%	628.62	27.94
25	6	F5-1	536	31	30yrs/3.33%	536.00	
26	6	F3-1	1,670	31	30yrs/3.33%	1,670.00	
27	6	F2-5	5,087	32	30yrs/3.33%	5,087.00	
28	6	E5-5	569	29	30yrs/3.33%	540.01	18.95
29	6	E4-1	584	33	30yrs/3.33%	584.00	
30	6	E5-4	569	29	30yrs/3.33%	540.01	18.95
31	6	E5-3	569	29	30yrs/3.33%	540.01	18.95
32	6	E4-2	664	33	30yrs/3.33%	664.00	
33	6	G8-3	651	27	30yrs/3.33%	574.47	21.68
34	6	F8-2	640	25	30yrs/3.33%	522.14	21.31
35	6	H10-1	509	27	30yrs/3.33%	449.17	16.95
36	6	H2-2	357	32	30yrs/3.33%	357.00	
37	6	H11-6	1,158	23	30yrs/3.33%	867.63	38.56
38	6	H1-2	427	31	30yrs/3.33%	427.00	

Town & Country Utility Company  
Existing Non-Potable Agricultural Water Facilities  
Original Cost, Accumulated Depreciation, and Expense  
August 31, 1998

Line No.	Acct. No. 307 Wells & Springs/ Well Size	Well I.D.	Estimated Original Cost	Age	FPSC Depreciable Life/Rate	Accumulated Depreciation	Annual Expense
1	6	H1-3	\$ 427	31	30yrs/3.33%	\$ 427.00	
2	6	H1-4	427	31	30yrs/3.33%	427.00	
3	6	H2-1	357	32	30yrs/3.33%	357.00	
4	6	H3-1	578	31	30yrs/3.33%	578.00	
5	6	H11-4	892	23	30yrs/3.33%	668.33	\$ 29.70
6	6	H3-2	578	31	30yrs/3.33%	578.00	
7	6	H9-2	448	30	30yrs/3.33%	440.09	7.46
8	6	H9-3	1,763	30	30yrs/3.33%	1,731.88	29.35
9	6	H9-4	1,763	30	30yrs/3.33%	1,731.88	29.35
10	6	H9-5	509	27	30yrs/3.33%	449.17	16.95
11	6	H11-5	998	23	30yrs/3.33%	747.75	33.23
12	6	H3-3	561	32	30yrs/3.33%	561.00	
13	6	H11-3	998	23	30yrs/3.33%	747.75	33.23
14	6	J1-1	410	31	30yrs/3.33%	410.00	
15	6	H10-8	556	24	30yrs/3.33%	435.10	18.51
16	6	H10-2	509	27	30yrs/3.33%	449.17	16.95
17	6	H11-1	998	23	30yrs/3.33%	747.75	33.23
18	6	H1-1	427	31	30yrs/3.33%	427.00	
19	6	H11-2	998	23	30yrs/3.33%	747.75	33.23
20	7	K11-6	3,682	21	30yrs/3.33%	2,513.52	122.61
21	7	K11-3	3,682	21	30yrs/3.33%	2,513.52	122.61
22	7	K11-5	3,682	21	30yrs/3.33%	2,513.52	122.61
23	8	N5-4	1,662	13	30yrs/3.33%	691.81	55.34
24	8	N6-1	1,662	13	30yrs/3.33%	691.81	55.34
25	8	G1-7	756	33	30yrs/3.33%	756.00	
26	8	N6-2	1,662	13	30yrs/3.33%	691.81	55.34
27	8	N5-2	1,662	13	30yrs/3.33%	691.81	55.34
28	8	N7-1	1,662	13	30yrs/3.33%	691.81	55.34
29	8	N7-2	1,662	13	30yrs/3.33%	691.81	55.34
30	8	N7-3	1,662	13	30yrs/3.33%	691.81	55.34
31	8	N5-3	1,662	13	30yrs/3.33%	691.81	55.34
32	8	M8-1	1,662	13	30yrs/3.33%	691.81	55.34
33	8	N5-1	1,662	13	30yrs/3.33%	691.81	55.34
34	8	M9-3	1,662	13	30yrs/3.33%	691.81	55.34
35	8	M10-2	1,662	13	30yrs/3.33%	691.81	55.34
36	8	M10-1	1,662	13	30yrs/3.33%	691.81	55.34
37	8	M9-4	1,662	13	30yrs/3.33%	691.81	55.34
38	8	M9-2	1,662	13	30yrs/3.33%	691.81	55.34

Town & Country Utility Company  
Existing Non-Potable Agricultural Water Facilities  
Original Cost, Accumulated Depreciation, and Expense  
August 31, 1998

Line No.	Acct. No. 307 Wells & Springs/ Well Size	Well I.D.	Estimated Original Cost	Age	FPSC Depreciable Life/Rate	Accumulated Depreciation	Annual Expense
1	8	M7-1	\$ 1,662	13	30yrs/3.33%	\$ 691.81	\$ 55.34
2	8	M9-1	1,662	13	30yrs/3.33%	691.81	55.34
3	8	N7-5	1,662	13	30yrs/3.33%	691.81	55.34
4	8	M7-2	1,662	13	30yrs/3.33%	691.81	55.34
5	8	N7-4	1,662	13	30yrs/3.33%	691.81	55.34
6	8	J10-2	1,000	21	30yrs/3.33%	682.65	33.30
7	8	N9-1	1,662	13	30yrs/3.33%	691.81	55.34
8	8	J10-6	772	24	30yrs/3.33%	604.13	25.71
9	8	K11-1	562	22	30yrs/3.33%	402.36	18.71
10	8	O8-3	1,662	13	30yrs/3.33%	691.81	55.34
11	8	H10-9	869	23	30yrs/3.33%	651.10	28.94
12	8	O7-2	1,662	13	30yrs/3.33%	691.81	55.34
13	8	O7-1	1,662	13	30yrs/3.33%	691.81	55.34
14	8	N4-2	1,662	13	30yrs/3.33%	691.81	55.34
15	8	K11-4	4,274	21	30yrs/3.33%	2,917.65	142.32
16	8	G1-9	711	32	30yrs/3.33%	711.00	
17	8	F1-8	1,016	23	30yrs/3.33%	761.24	33.83
18	8	H3-4	779	32	30yrs/3.33%	779.00	
19	8	B4-1	5,731	33	30yrs/3.33%	5,731.00	
20	8	J10-3	4,274	21	30yrs/3.33%	2,917.65	142.32
21	8	J10-5	1,000	21	30yrs/3.33%	682.65	33.30
22	8	J10-4	782	21	30yrs/3.33%	533.83	26.04
23	8	O6-3	1,662	13	30yrs/3.33%	691.81	55.34
24	8	O6-2	1,662	13	30yrs/3.33%	691.81	55.34
25	8	O9-3	1,521	16	30yrs/3.33%	785.06	50.65
26	8	H10-3	772	24	30yrs/3.33%	604.13	25.71
27	8	P8-1	1,662	13	30yrs/3.33%	691.81	55.34
28	8	N4-1	1,662	13	30yrs/3.33%	691.81	55.34
29	9	J10-7	1,158	23	30yrs/3.33%	867.63	38.56
30	9	H10-6	1,158	23	30yrs/3.33%	867.63	38.56
31	9	J11-4	1,074	23	30yrs/3.33%	804.69	35.76
32	9	J10-8	1,158	23	30yrs/3.33%	867.63	38.56
33	9	J10-10	2,077	23	30yrs/3.33%	1,556.19	69.16
34	9	K11-2	814	22	30yrs/3.33%	582.78	27.11
35	9	J10-11	1,241	23	30yrs/3.33%	929.82	41.33
36	9	H10-7	1,158	23	30yrs/3.33%	867.63	38.56
37	9	H10-10	1,158	23	30yrs/3.33%	867.63	38.56
38	9	H10-5	1,158	23	30yrs/3.33%	867.63	38.56

Town & Country Utility Company  
Existing Non-Potable Agricultural Water Facilities  
Original Cost, Accumulated Depreciation, and Expense  
August 31, 1998

Line No.	Acct. No. 307 Wells & Springs/ Well Size	Well I.D.	Estimated Original Cost	Age	FPSC Depreciable Life/Rate	Accumulated Depreciation	Annual Expense
1	9	H10-4	\$ 1,325	23	30yrs/3.33%	\$ 992.76	\$ 44.12
2	10	J11-1	8,815	24	30yrs/3.33%	6,898.18	293.54
3	10	B4-2	6,741	29	30yrs/3.33%	6,397.55	224.48
4	10	P8-2	2,125	13	30yrs/3.33%	884.53	70.76
5	10	C4-2	7,534	32	30yrs/3.33%	7,534.00	
6	10	B6-1	7,916	30	30yrs/3.33%	7,776.28	131.80
7	10	N7-6	2,125	13	30yrs/3.33%	884.53	70.76
8	12	B5-1	9,689	32	30yrs/3.33%	9,689.00	
9	12	B6-4	9,900	26	30yrs/3.33%	8,406.59	329.67
10	12	B5-2	9,689	32	30yrs/3.33%	9,689.00	
11	12	B6-2	9,332	28	30yrs/3.33%	8,545.78	310.76
12	12	A6-2	15,105	21	30yrs/3.33%	10,311.43	503.00
13	12	A6-1	14,665	22	30yrs/3.33%	10,499.41	488.34
14	12	B6-5	10,943	26	30yrs/3.33%	9,292.25	364.40
15	12	J10-9	14,379	21	30yrs/3.33%	9,815.82	478.82
16	12	B6-6	17,658	23	30yrs/3.33%	13,230.26	588.01
17	12	C5-1	13,067	20	30yrs/3.33%	8,485.06	435.13
18	12	D4-2	13,030	26	30yrs/3.33%	11,064.42	433.90
19	Totals		<u>\$ 491,068.00</u>			<u>\$ 396,289.91</u>	<u>\$ 12,690.16</u>

20 Note: One-half year's depreciation calculated in year of addition.

Town & Country Utility Company  
 Non-Potable Agricultural Water  
 Constructed Statement of Operations

Line No.		<u>Estimated Costs</u>	<u>Proforma Adjustments</u>	<u>Proforma Amounts</u>
1	Operating revenue		\$ 450,918 (C)	\$ 450,918
2	Operating expenses:			
3	Operations & Maintenance (Schedule No. 7)	\$ 392,000		392,000
4	Depreciation (Schedule No. 5)	13,548		13,548
5	Taxes other than income		22,856 (A)	22,856
6	Income taxes (1)		4,470 (B)	4,470
7		<u>405,548</u>	<u>27,326</u>	<u>432,874</u>
8	Operating income (loss)	<u>\$ (405,548)</u>	<u>\$ 423,592</u>	<u>\$ 18,044</u>
9	Rate base			<u>\$ 177,253</u>
10	Rate of return			<u>10.18%</u>
11	Proforma adjustments:			
12	A. <u>Taxes other than income</u>			
13	1. <u>Property taxes</u>			
14	Net book value of agricultural water plant			\$ 128,253
15	Estimated tangible property tax rate (20 mills)			0.02
16	Total estimated property taxes			<u>2,565</u>
17	2. <u>Regulatory Assessment Fees (RAF)</u>			
18	Total revenue requirement			450,918
19	RAF rate			4.5
20				<u>20,291</u>
21	Total taxes other than income			<u>\$ 22,856</u>
22	B. <u>Income taxes</u>			
23	Total agricultural water rate base			\$ 177,253
24	Weighted cost of equity (Schedule No. 23)			0.0418
25	Regulatory net income			7,409
26	Expansion factor for pre-tax income			1.6033
27	Regulatory pre-tax income			11,879
28	Regulatory net income per above			<u>(7,409)</u>
29	Provision for income taxes			<u>\$ 4,470</u>
30	C. <u>Operating revenue</u>			
31	Revenue required by the Utility to realize a 10.18% rate of return on rate base			<u>\$ 450,918</u>

Town & Country Utility Company  
 Non-Potable Agricultural Water  
 Detail of Estimated Operation & Maintenance (O&M)  
 August 31, 1998

Line No.	NARUC Acct. No.	Description	Estimated Cost
1	601	Salaries & wages - employees (1)	\$ 25,000
2	620	Materials & supplies (maintenance) (1)	25,000
3	632/633	Contract services - accounting & legal (2)	3,000
4	634	Contract services - management fees (3)	17,000
5	641	Rental of real property (well sites)	<u>322,000</u>
6		Total O&M expense	<u>\$ 392,000</u>
7	Notes: (1) O&M expenses are based on the engineering estimates of		
8	Johnson Engineering, Inc.		
9	(2) Estimated accounting & legal expense of \$9,000 was allocate		
10	equally to each type of service to be provided by the Utility as follows:		
11		Accounting - PSC Annual Report, tax returns,	
12		index & pass-through adjustments	\$ 5,000
13		Legal - General utility matters, index adjust-	
14		ments, service agreements	<u>4,000</u>
15		Total accounting & legal	<u>\$ 9,000</u>
16		Allocated to each type of service	<u>\$ 3,000</u>
17	(3) Management fees totalling \$51,000 are allocated equally to		
18	each type of service to be provided by the Utility. A summary of the		
19	components of the total management fee is as follows:		
20		Salaries - Secretary/billing clerk	\$ 18,000
21		Part-time accounting clerk	<u>9,000</u>
22			<u>27,000</u>
23		Employee benefits & payroll taxes @ 20%	5,400
24		Management & administration	12,000
25		Equipped office & overhead @ \$550/mo.	<u>6,600</u>
26		Total management fees	<u>\$ 51,000</u>
27		Allocated to each type of service	<u>\$ 17,000</u>



**SECTION C**

**PHASE 1 POTABLE WATER SERVICE**

Town & Country Utility Company  
Phase 1 Potable Water Service  
Rate Base, Rate of Return & Operating Income  
August 31, 1998

<u>Line No.</u>		<u>Schedule Reference</u>	<u>Balance</u>
1	Utility plant in service	9	\$ 180,523
2	Accumulated depreciation	9	(29,799)
3	Contributions in Aid of Construction (CIAC)	12	(86,490)
4	Accumulated amortization of CIAC	13	<u>23,446</u>
5			87,680
6	Allowance for working capital (1)		<u>12,150</u>
7	Rate base - potable water (2)		<u>\$ 99,830</u>
8	Rate of return	23	<u>10.18%</u>
9	Required operating income		<u>\$ 10,163</u>

10 Notes: (1) Based on 12.5% of O&M expense per Schedule No. 15.

11 (2) All existing and proposed water facilities are designed to serve existing  
12 identifiable customers and, thus, are 100% used and useful. Therefore, there is no  
13 need to calculate rate base and rates assuming 80% plant utilization, since that  
14 approach is simply not applicable in the circumstances for this Utility.

Town & Country Utility Company  
Phase 1 Potable Water Plant Service  
Summary of Existing & Proposed Cost, Accumulated Depreciation & Expense  
August 31, 1998

Line No.	NARUC Acct. No.	Description (2)	Original Cost	PSC Depreciation Rate	Accumulated Depreciation	Depreciation Expense
1	301	Organization (1)	\$ 30,333	2.50%	\$ 758	\$ 758
2	307	Wells	29,135	3.33%	12,654	905
3	311	Pumping equipment	12,883	5.00%	6,515	422
4	320	Water treatment equipment	12,886	4.55%	3,627	534
5	330	Distribution reservoirs & standpipes	40,786	2.70%	4,854	1,102
6	331	Transmission & distribution mains	50,000	2.33%	1,165	1,165
7	334	Meters	4,500	5.00%	226	226
8		Total	<u>\$ 180,523</u>		<u>\$ 29,799</u>	<u>\$ 5,112</u>

9 Notes: (1) One-third of estimated costs to obtain original certificate and initial rates, assuming resolution through  
10 PAA. See Note 1 on Schedule No. 5 for detailed explanation of costs.

11 (2) See Schedules No. 10 & 11 for details of cost, accumulated depreciation and depreciation expense  
12 for all accounts, except 301.

Town & Country Utility Company  
Phase 1 Potable Water Service  
Estimated Existing & Proposed Cost of Utility Plant in Service  
August 31, 1998

Line No.	Facility - Year Installed	307 Wells	311 Pumping Equipment	320 Aeration Equipment	320 Chemical Feed Equipment	330 Pressure Tank/Storage	331 Transmission & Distribution Mains	334 Meters (1)	Total
1	<u>Existing Facilities (3)</u>								
2	Telegraph Cypress Field Club - 1992	\$ 2,000	\$ 1,000	\$ 400	\$ 500	\$ 2,400	\$ -	\$ 150	\$ 6,450
3	Earth Source Rock Mine - 1985	2,000	1,000	400	500	200	-	150	4,250
4	Crossroads Wilderness Institute - 1990 (2)	2,000	1,000	1,000	1,000	2,800	-	200	8,000
5	S.R. 31 Fire Station - 1987 (2)	2,000	500	500	500	400	-	150	4,050
6	C.R. 74 Fire Tower - 1970 (2)	2,000	500	500	500	400	-	150	4,050
7	S.R. 31 Farming Residence - 1997	2,000	1,000	400		200	-	150	3,750
8	<u>Recreational Facilities (2):</u>								
9	All except RF-9 & RF-12 - 1973	8,850	3,940	150		3,500	-	1,400	17,840
10	RF-9 - 1990	200	200			100	-	100	600
11	RF-12 - 1996	1,000	200	150	400	100	-	100	1,950
12		<u>10,050</u>	<u>4,340</u>	<u>300</u>	<u>400</u>	<u>3,700</u>	<u>-</u>	<u>1,600</u>	<u>20,390</u>
13	Total Existing Facilities	<u>22,050</u>	<u>9,340</u>	<u>3,500</u>	<u>3,400</u>	<u>10,100</u>	<u>-</u>	<u>2,550</u>	<u>50,940</u>
14	<u>Proposed Facilities - Phase 1 (3)</u>								
15	Babcock Family Community System	5,085	2,543	2,543	2,543	28,486	50,000 (2)	1,800	93,000
16	S.R. 31 A.G. Facility	2,000	1,000	400	500	2,200		150	6,250
17	Total Proposed Facilities	<u>7,085</u>	<u>3,543</u>	<u>2,943</u>	<u>3,043</u>	<u>30,686</u>	<u>50,000</u>	<u>1,950</u>	<u>99,250</u>
18	Total Phase 1 plant costs	<u>\$ 29,135</u>	<u>\$ 12,883</u>	<u>\$ 6,443</u>	<u>\$ 6,443</u>	<u>\$ 40,786</u>	<u>\$ 50,000</u>	<u>\$ 4,500</u>	<u>\$ 150,190</u>

19 Notes: (1) Meters are based on estimated installed cost as follows: 5/8" x 3/4" - \$100; 1" - \$150; 1 1/2" - \$200; 2" - \$250; 3" - \$350.

20 (2) These facilities were constructed by others at no cost to the Utility and are classified as CIAC. Also, the transmission & distribution facilities to serve  
21 the proposed Babcock Family Community System (see Figure 4-2 of Engineer's Report) will be contributed as CIAC.

22 (3) The cost of existing & proposed plant facilities are based on Sections 3 & 4 of the Engineering Report prepared by Johnson Engineering, Inc. The new  
23 Babcock Family Community System will serve the Ranch Headquarters, Babcock Wilderness Adventures, Cypress Lodge, and the Babcock Family Community.

Town & Country Utility Company  
Phase 1 Potable Water Service  
Accumulated Depreciation and Depreciation Expense  
August 31, 1998

Line No.	Acct. No.	Description	Year Installed		Cost (1)	Age/ Years	PSC Life/Rate	Accumulated Depreciation	Depreciation Expense
1		<u>Existing Facilities</u>							
2	307	Wells	1970	(2)	\$ 2,000	29	30/3.33%	\$ 2,000	\$ -
3			1973	(2)	8,850	26	30/3.33%	7,514	295
4			1985		2,000	14	30/3.33%	899	67
5			1987	(2)	2,000	12	30/3.33%	766	67
6			1990	(2)	2,200	9	30/3.33%	623	73
7			1992		2,000	7	30/3.33%	433	67
8			1996	(2)	1,000	3	30/3.33%	83	33
9			1997		2,000	2	30/3.33%	100	67
10					<u>22,050</u>			<u>12,418</u>	<u>669</u>
11	311	Pumping Equipment	1970	(2)	500	29	20/5.00%	500	-
12			1973	(2)	3,940	26	20/5.00%	3,940	-
13			1985		1,000	14	20/5.00%	675	50
14			1987	(2)	500	12	20/5.00%	288	25
15			1990	(2)	1,200	9	20/5.00%	510	60
16			1992		1,000	7	20/5.00%	325	50
17			1996	(2)	200	3	20/5.00%	25	10
18			1997		1,000	2	20/5.00%	75	50
19					<u>9,340</u>			<u>6,338</u>	<u>245</u>
20	320	Treatment Equipment	1970	(2)	1,000	29	22/4.55%	1,000	-
21			1973	(2)	150	26	22/4.55%	150	-
22			1985		900	14	22/4.55%	553	41
23			1987	(2)	1,000	12	22/4.55%	523	46
24			1990	(2)	2,000	9	22/4.55%	773	91
25			1992		900	7	22/4.55%	266	41
26			1996	(2)	550	3	22/4.55%	63	25
27			1997		400	2	22/4.55%	27	18
28					<u>6,900</u>			<u>3,355</u>	<u>262</u>
29	330	Distribution Reservoirs	1970	(2)	400	29	37/2.70%	308	11
30			1973	(2)	3,500	26	37/2.70%	2,419	95
31			1985		200	14	37/2.70%	73	5
32			1987	(2)	400	12	37/2.70%	124	11
33			1990	(2)	2,900	9	37/2.70%	665	78
34			1992		2,400	7	37/2.70%	421	65
35			1996	(2)	100	3	37/2.70%	7	3
36			1997		200	2	37/2.70%	8	5
37					<u>10,100</u>			<u>4,025</u>	<u>273</u>
38	334	Meters	1998		2,550	1	20/5.00%	128	128
39		Total Existing Plant			<u>50,940</u>			<u>26,264</u>	<u>1,577</u>
40		<u>Proposed Facilities (3)</u>							
41	307	Wells	1998/1999		\$ 7,085	1	30/3.33%	\$ 236	\$ 236
42	311	Pumping Equipment	1998/1999		3,543	1	20/5.00%	177	177
43	320	Treatment Equipment	1998/1999		5,986	1	22/4.55%	272	272
44	330	Distribution Reservoirs	1998/1999		30,686	1	37/2.70%	829	829
45	331	Transmission & Distribution Mains	1998/1999(2)		50,000	1	43/2.33%	1,165	1,165
46	334	Meters	1998/1999		1,950	1	20/5.00%	98	98
47		Total Proposed Facilities			<u>99,250</u>			<u>2,777</u>	<u>2,777</u>
48		Total Existing & Proposed Plant			<u>\$ 150,190</u>			<u>\$ 29,041</u>	<u>\$ 4,354</u>

49 Notes: (1) See Schedule No. 10.

50 (2) Contributed facilities per Schedule No. 10.

51 (3) Proposed facilities will be constructed in 1998/1999. Therefore, one full year of depreciation is proposed in determining  
52 initial rates for potable water service.

Town & Country Utility Company  
Phase 1 Potable Water Service  
Contributions in Aid of Construction (CIAC) and  
Statement Regarding Proposed Service Availability Policy  
August 31, 1998

Line  
No.

1	A. <u>Statement Regarding Service Availability Policy for Potable Water Service</u>	
2	Certain of the Utility's existing water facilities were constructed and paid for	
3	at no cost to the Utility. Such facilities are identified on Schedule No. 10.	
4	As a result, the Utility proposes that CIAC for potable water service will consist	
5	of property previously constructed and the donation of all future on-site and	
6	off-site transmission and distribution lines necessary to provide such service. This	
7	proposed policy meets the guidelines found in Rule 25-30.580.	
8	B. <u>Property CIAC</u>	
9	Existing CIAC by system:	
10	Crossroads Wilderness Institute	\$ 8,000
11	S.R. 31 Fire Station	4,050
12	C.R. 74 Fire Tower	4,050
13	Recreational facilities	<u>20,390</u>
14	Total existing CIAC	<u>36,490</u>
15	Proposed CIAC:	
16	Transmission & distribution lines to serve Babcock Family Community	<u>50,000</u>
17	Total CIAC	<u><u>\$ 86,490</u></u>

Town & Country Utility Company  
Phase 1 Potable Water Service  
Annual Amortization & Accumulated Amortization of CIAC  
August 31, 1998

Line No.		Annual Amortization	Accumulated Amortization
1	Accumulated amortization - existing systems:		
2	Crossroads Wilderness Institute & Recreational Facility RF-9 (1990)	\$ 302	\$ 2,571
3	S.R. 31 Fire Station (1987)	149	1,701
4	C.R. 74 Fire Tower (1970)	11	3,808
5	Recreational facilities - all except RF-9 & RF-12 (1973)	390	14,023
6	Recreational facility RF-12 (1996)	71	178
7	Total existing CIAC	<u>923</u>	<u>22,281</u>
8	Accumulated amortization - proposed system:		
9	Babcock Family Community Transmission & Distribution Mains	<u>1,165</u>	<u>1,165</u>
10	Total accumulated amortization of CIAC	<u>\$ 2,088</u>	<u>\$ 23,446</u>

11 Note: See Schedule No. 11 for calculation of accumulated amortization and expense by system and year  
12 of addition.

Town & Country Utility Company  
Phase 1 Potable Water Service  
Constructed Statement of Operations

Line No.		<u>Estimated Cost</u>	<u>Proforma Adjustments</u>	<u>Proforma Balance</u>
1	Operating revenue		\$ 121,381 (C)	\$ 121,381
2	Operating expenses:			
3	O&M (Schedule No. 15)	\$ 97,200		97,200
4	Depreciation (Schedules No. 9 & 13) (1)	3,024		3,024
5	Taxes other than income		8,476 (A)	8,476
6	Income taxes		2,518 (B)	2,518
7		<u>100,224</u>	<u>10,994</u>	<u>111,218</u>
8	Operating income (loss)	<u>\$ (100,224)</u>	<u>\$ 110,387</u>	<u>\$ 10,163</u>
9	Rate base			<u>\$ 99,830</u>
10	Rate of return			<u>10.18%</u>
11	Proforma adjustments:			
12	A. <u>Taxes other than income</u>			
13	1. <u>Property taxes</u>			
14	Net book value of utility plant			\$ 150,724
15	Estimated tax rate based on 20 mills			<u>0.02</u>
16	Estimated property taxes			<u>3,014</u>
17	2. <u>Regulatory Assessment Fees (RAFs)</u>			
18	Total revenue required			121,381
19	RAF tax rate			<u>4.5</u>
20	Total RAFs			<u>5,462</u>
21	Total taxes other than income			<u>\$ 8,476</u>
22	B. <u>Income taxes</u>			
23	Potable water rate base			\$ 99,830
24	Weighted cost of equity (Schedule No. 23)			<u>4.18</u>
25	Regulatory net income			<u>4,173</u>
26	Pre-tax expansion factor			<u>1.6033</u>
27	Regulatory pre-tax income			<u>6,691</u>
28	Regulatory net income per above			<u>(4,173)</u>
29	Provision for income taxes			<u>\$ 2,518</u>
30	C. <u>Revenue requirement</u>			
31	Revenue required by the Utility to realize a 10.18% rate of return on rate base			<u>\$ 121,381</u>
32	(1) Total depreciation expense of \$5,112, less accumulated amortization of CIAC of \$2,088.			



Town & Country Utility Company  
Phase 1 Potable Water Service  
Summary of Detailed Operation & Maintenance (O&M) Expense  
August 31, 1998

Line No.	NARUC Account	Description	Estimated Amount (1)
1	601	Salaries & wages - employees	\$ 16,500
2	604	Employee benefits (2)	3,300
3	615	Purchased power	7,800
4	618	Chemicals	5,200
5	620	Materials & supplies - maintenance	6,900
6	632/633	Contractual services - accounting & legal (3)	3,000
7	634	Contractual services - management fees (4)	17,000
8	635	Contractual services - testing	7,500
9	641	Rental of real property	<u>30,000</u>
10		Total estimated O&M expense	<u>\$ 97,200</u>

11 Notes: (1) Except as noted, all operations expenses are based on  
12 engineering estimates of Johnson Engineering, Inc. See page 2 of this  
13 schedule and Sections 3 and 4 of the Engineering Report.

14 (2) Employee benefits for payroll taxes and insurance are based  
15 on 20% of the estimated salaries & wages.

16 (3) One-third of total estimated legal & accounting expense of  
17 \$9,000. See Schedule No. 7 for a detailed estimate of these costs.

18 (4) One-third of total estimated management fees of \$51,000. See  
19 Schedule No. 7 for a detailed estimate of these costs.

Town & Country Utility Company  
Phase 1 Potable Water Service  
Engineer's Estimate of Operation Expenses by Plant Facility  
August 31, 1998

Line No.	Facility (1)	601 Salaries & Wages	615 Purchased Power	618 Chemicals	620 Repairs & Maintenance	635 Testing	641 Rent of Real Property	Total
1	<u>Existing Plant</u>							
2	Telegraph Cypress Field Club	\$ 2,000	\$ 600	\$ 800	\$ 600	\$ 2,500	\$ 1,000	\$ 7,500
3	Earth Source Rock Mine	2,000	600	300	500		1,000	4,400
4	Crossroads Wilderness Institute	4,000	1,000	1,500	1,500	2,500	1,000	11,500
5	S.R. 31 Fire Station	1,000	600	400	300		1,000	3,300
6	C.R. 74 Fire Tower	1,000	600	400	300		1,000	3,300
7	S.R. 31 Farming Residence	500	600		500		1,000	2,600
8	Recreation Facilities	1,000	2,200		1,200		22,000	26,400
9	<u>Proposed Plant</u>							
10	Babcock Family Community	3,000	1,000	1,500	1,500	2,500	1,000	10,500
11	S.R. 31 A.G. Facility	2,000	600	300	500		1,000	4,400
12	Total	<u>\$ 16,500</u>	<u>\$ 7,800</u>	<u>\$ 5,200</u>	<u>\$ 6,900</u>	<u>\$ 7,500</u>	<u>\$ 30,000</u>	<u>\$ 73,900</u>

(1) Operation & Maintenance expenses are based on the engineering estimates of Johnson Engineering, Inc. See Sections 3 and 4 of the Engineering Report.

**SECTION D**

**BULK RAW WATER SERVICE**

Town & Country Utility Company  
 Bulk Raw Water Service  
 Phase 1 Rate Base, Rate of Return & Operating Income  
 August 31, 1998

<u>Line No.</u>		<u>Schedule Reference</u>	<u>Balance</u>
1	<u>Rate base</u>		
2	Utility plant in service	17	\$ 879,334
3	Accumulated depreciation	18	(31,766)
4	CIAC	19	(657,110)
5	Accumulated amortization of CIAC	19	23,722
6			<u>214,180</u>
7	Allowance for working capital (1)		<u>19,350</u>
8	Rate base		<u>\$ 233,530</u>
9	Rate of return	23	<u>10.18%</u>
10	Operating income		<u>\$ 23,773</u>

11 (1) Based on 12.5% of O&M expenses shown on Schedule No. 22.

Town & Country Utility Company  
Bulk Raw Water Service  
Estimated Phase 1 Plant Costs and Capacity  
August 31, 1998

Line No.	NARUC Acct. No.	Description	Estimated Cost (2)	Capacity ERCs (3)	Capacity (mgd)	Cost per ERC
1	301	Organization (1)	\$ 34,334	28,591	10.0	\$ 1.20
2	304	Structures & Improvements	126,110	5,714	2.0	22.07
3	307	Wells	201,790	5,714	2.0	35.32
4	309	Supply mains	227,023	5,714	2.0	39.73
5	311	Pumping equipment	201,790	5,714	2.0	35.32
6	334	Meters	25,232	5,714	2.0	4.42
7	339	Other plant & misc. equipment	63,055	5,714	2.0	11.04
8		Total	<u>\$ 879,334</u>			<u>\$ 149.10</u>

9 Notes: (1) One-third of estimated costs to obtain original certificate and initial rates. See Schedule  
10 No. 5 for a detailed explanation of these costs.

11 (2) Estimated costs are based on the Engineering Report prepared by Johnson Engineering,  
12 Inc. and include a prorata allocation of engineering and permitting costs of \$175,000.

13 Raw water facilities will be constructed when, and if, an agreement is reached with bulk users for  
14 delivery of 2.0 mgd. As noted in Section 6 of the Engineering Report, raw water facilities will be  
15 constructed in phased increments of 2.0 mgd, with a total ultimate capacity of 10.0 mgd. As a  
16 result, the 2.0 mgd facility proposed for Phase 1 will be 100% used and useful upon completion.  
17 Thus, it is unnecessary to project plant, accumulated depreciation, CIAC & amortization, and  
18 operating revenue & expense on an 80% level of utilization.

19 (3) Based on 350 gpd.

Town & Country Utility Company  
Bulk Raw Water Service  
Phase 1 Accumulated Depreciation  
August 31, 1998

Line No.	Acct.	Description	Estimated Cost (1)	PSC Depreciation Rate	Accumulated Depreciation (2)	Depreciation Expense (2)
1	301	Organization	\$ 34,334	2.50%	\$ 858	\$ 858
2	304	Structures & Improvements	126,110	3.03%	3,821	3,821
3	307	Wells	201,790	3.33%	6,720	6,720
4	309	Supply mains	227,023	2.86%	6,493	6,493
5	311	Pumping equipment	201,790	5.00%	10,090	10,090
6	334	Meters	25,232	5.00%	1,262	1,262
7	339	Other plant & misc. equipment	63,055	4.00%	2,522	2,522
8		Total	<u>\$ 879,334</u>		<u>\$ 31,766</u>	<u>\$ 31,766</u>

9 Notes: (1) See Section 6 of the Engineering Report prepared by Johnson Engineering, Inc.

10 (2) As noted on Schedule No. 17, Note 2, the Phase 1 raw water facility will be fully used & useful  
11 when complete and placed in service. For purposes of establishing initial rates, one year's depreciation  
12 has been calculated.

Town & Country Utility Company  
 Bulk Raw Water Service  
 Phase 1 CIAC, Accumulated Amortization of CIAC, and Annual Amortization  
 August 31, 1998

<u>Line No.</u>		
1	I. <u>CIAC</u>	
2	Proposed bulk raw water plant capacity charge per ERC (Schedule No. 20)	\$ 115
3	Number of ERCs to be sold in Phase 1 Bulk Service Contract	<u>5,714</u>
4	Total CIAC when Phase 1 plant completed	<u>\$ 657,110</u>
5	II. <u>Accumulated Amortization of CIAC and Annual Amortization</u>	
6	Total CIAC per above	\$ 657,110
7	Composite amortization rate (2)	<u>3.61</u>
8	Total accumulated amortization of CIAC & amortization	<u>\$ 23,722</u>
9	Notes: (1) All CIAC will have been collected at the time the Phase 1 bulk raw water facility is completed	
10	and placed in service. Therefore, one year's amortization of CIAC has been calculated for purposes	
11	of determining the initial bulk raw water rate	
12	(2) The composite amortization rate was calculated as follows:	
13	Depreciation expense (Schedule No. 18)	<u>\$ 31,766</u>
14	Divide by total depreciable plant (Schedule No. 17)	<u>\$ 879,334</u>
15	Composite amortization rate	<u>3.61%</u>

Town & Country Utility Company  
 Calculation of Proposed Bulk Raw Water Plant Capacity Charge and  
 Compliance with Rule 25-30.580 FAC  
 August 31, 1998

Line No.		
1	I. <u>Amount of CIAC Required to Comply with Rule 25-30.580 FAC</u>	
2	Utility plant	\$ 879,334
3	Accumulated depreciation	<u>(31,766)</u>
4	Net plant	<u>847,568</u>
5	CIAC	657,110
6	Accumulated amortization of CIAC	<u>(23,722)</u>
7	Net CIAC	<u>633,388</u>
8	Net investment	<u>\$ 214,180</u>
9	Percent CIAC	<u>75%</u>
10	Percent net investment	<u>25%</u>
11	II. <u>Proposed Raw Water Plant Capacity Charge</u>	
12	Total CIAC required to result in a 75% level of CIAC when Phase 1	
13	plant is operating at design capacity (1).	<u>\$ 657,110</u>
14	Divide by Phase 1 capacity (ERCs)	<u>5,714</u>
15	Proposed raw water plant capacity charge per ERC (350 gpd)	<u>\$ 115</u>
16	Proposed raw water plant capacity charge per gallon	<u>\$ 0.33</u>
17	(1) Phase 1 raw water facilities will be built once a bulk contract is made to deliver 2.0 mgd	
18	of raw water. Thus, the plant will be operating at designed capacity when completed	
19	and placed in operation.	



Town & Country Utility Company  
Bulk Raw Water Service  
Constructed Statement of Operations  
August 31, 1998

Line No.		<u>Estimated Amount</u>	<u>Proforma Adjustments</u>	<u>Proforma Balance</u>
1	Operating revenue		\$ 219,327 (C)	\$ 219,327
2	Operating expenses:			
3	O&M	\$ 154,800		154,800
4	Depreciation (Schedules 18 & 19) (1)	8,044		8,044
5	Taxes other than income		26,821 (A)	26,821
6	Income taxes		5,889 (B)	5,889
7		<u>162,844</u>	<u>32,710</u>	<u>195,554</u>
8	Operating income (loss)	<u>\$ (162,844)</u>	<u>\$ 186,617</u>	<u>\$ 23,773</u>
9	Rate base			<u>\$ 233,530</u>
10	Rate of return			<u>10.18%</u>
11	<u>Proforma adjustments:</u>			
12	A. <u>Taxes other than income</u>			
13	1. <u>Property taxes</u>			
14	Net book value of Phase 1 bulk raw water plant			\$ 847,568
15	Property tax rate based on 20 mills			0.02
16	Estimated property taxes			<u>16,951</u>
17	2. <u>Regulatory Assessment Fees (RAFTs)</u>			
18	Total revenue required			219,327
19	RAF tax rate			<u>4.5</u>
20	RAFTs			<u>9,870</u>
21	Total taxes other than income			<u>\$ 26,821</u>
22	B. <u>Income taxes</u>			
23	Phase 1 bulk raw water rate base			\$ 233,530
24	Weighted cost of equity			4.18
25	Regulatory net income			<u>9,762</u>
26	Factor for regulatory pre-tax income			<u>1.6033</u>
27	Regulatory pre-tax income			<u>15,651</u>
28	Regulatory net income per above			<u>(9,762)</u>
29	Provision for income taxes			<u>\$ 5,889</u>
30	C. <u>Operating revenue</u>			
31	Revenue required by the Utility to realize a 10.18%			
32	rate of return on Phase 1 rate base			<u>\$ 219,327</u>
33	(1) Gross depreciation expense of \$31,766, less CIAC amortization of \$23,722.			

Town & Country Utility Company  
Bulk Raw Water Service  
Estimated Phase 1 O&M Expense

Line No.	Account	Description	Estimated Amount (1)
1	601	Salaries & wages - employees	\$ 64,000
2	604	Employee benefits (2)	12,800
3	615	Purchased power	4,400
4	620	Materials & supplies (maintenance) (3)	18,000
5	631	Contract Services - Engineering	17,000
6	632/633	Accounting & legal (4)	3,000
7	634	Contract services - management fees (5)	17,000
8	635	Contract services - testing	9,600
9	641	Rental of real property	<u>9,000</u>
10		Total O&M expense	<u>\$ 154,800</u>

11 Notes: (1) Except as noted, all operations expenses are engineering  
12 estimates of Johnson Engineering, Inc. See Section 6 of the  
13 Engineering Report.

14 (2) Employee benefits for payroll taxes and insurance are  
15 based on 20% of the estimated salaries & wages.

16 (3) Based on engineer's estimate as follows:

17	Wellhead repairs	\$ 9,000
18	General maintenance & mowing	7,000
19	Access road maintenance	<u>2,000</u>

20 Total \$ 18,000

21 (4) One-third of estimated legal & accounting expense of  
22 \$9,000. See Schedule No. 7 for a detailed estimate of these costs.

23 (5) One-third of total estimated management fees of \$51,000.  
24 See Schedule No. 7 for a detailed estimate of these costs.

**SECTION E**  
**COST OF CAPITAL**

Town & Country Utility Company  
 Proforma Cost of Capital for Phase 1 Rate Base  
 August 31, 1998

Line No.		Estimated Amount	Percent Ratio	Cost of Each Percent	Weighted Cost
1	Equity	\$ 187,561	40%	10.46%	\$ 4.18
2	Debt	281,342	60%	10.00%	6.00
3	Total	<u>\$ 468,903</u>	<u>100%</u>	<u>-</u>	<u>\$ 10.18</u>

4 Note: A proforma capital structure consisting of 40% equity and  
 5 60% debt is proposed in order that the initial rates established in  
 6 this proceeding will provide adequate financial resources.

7 Equity contributions will be made as required by stockholders to  
 8 finance the operations of the Utility in the initial years of develop-  
 9 ment. The cost of equity is based on the current PSC leverage  
 10 graph.

11 The cost of debt is based on the current prime rate (8.50%) plus  
 12 1.5%.

## LEASE AGREEMENT

THIS LEASE is made and entered into this 5<sup>th</sup> day of October, 1998, by and between "Babcock Florida Company", a Florida corporation (hereinafter referred to as ("Owner")), and "Town & Country Utility Company, a Florida corporation (hereinafter referred to as ("Service Company"))).

Owner hereby leases to Service Company, and Service Company hereby hires from Owner, the real property and Well Site Production Facilities described below, upon terms and subject to the conditions set forth herein.

### 1. DEFINITIONS.

The following definitions of terms used in this Lease shall apply unless the context indicates a different meaning:

- A. "Agreement" - That certain Assignable Service Agreement by and between Owner and Service Company dated \_\_\_\_\_, and pertaining to the supplying of water to the Property by Service Company.
- B. "Well Site Production Facilities" - All well casings, pumps, and water supply, transmission, and distribution pipes and equipment, and other appurtenant and associated facilities.
- C. "Point of Delivery" - The point where the water leaves the meter connected to customer's piping.
- D. "Property" - The land described in Exhibit "A".
- E. "Well Sites" - The sites upon which Well Site Production Facilities are currently located as shown on Exhibit "B" attached hereto, and such additional Well Sites permitted pursuant to this Lease.

### 2. TERM.

This Lease shall be effective for a period of ninety-nine (99) years, beginning immediately after certification of the Service Company by the Florida Public Service Commission, and ending ninety-nine (99) years thereafter, unless sooner terminated as provided herein.

### 3. RENT.

Service Company shall pay to Owner an annual rental of \$1,000 per Well Site and \$5,000 for the maintenance building site, plus sales tax. Rental payments shall be made



11074-98  
Cont'd.

on or before the first of each year. At least ninety (90) days but not earlier than one hundred twenty (120) days prior to the end of the third year of this Lease, and within the same period prior to the end of each succeeding 3-year period, Service Company and Owner shall renegotiate the annual rental to be paid over the next 3-year period. The purpose of renegotiating the annual rental is to reflect the increase in the fair rental value of the property and Well Site Production Facilities over the last 3-year period. If Service Company and Owner are unable to agree on the amount of increase in the annual rental to be paid over the subject 3-year period, then at least forty-five (45) days but not earlier than ninety (90) days prior to the commencement of the subject 3-year period, Service Company and Owner shall agree upon a qualified appraiser who will calculate the increase in the annual rental to be paid over the subject 3-year period. If the parties are unable to agree upon an appraiser to be used, then Service Company and Owner shall select a qualified appraiser of its choice and make the calculations, and the average of the two appraisers shall be binding on the parties. Calculations by the appraiser or appraisers shall in either case be made and delivered to Service Company and Owner at least fifteen (15) days prior to the commencement of the subject 3-year period. Neither the calculations of the appraiser or appraisers nor anything contained herein shall operate to reduce the annual rental below the amount of the annual rental in effect at the time the negotiations or calculations are conducted as set forth herein.

In addition to renegotiating the annual rental every 3 years as set forth above, any time that, in Owner's reasonable opinion, the impact of any local, regional, state, or federal rule, ordinance, law, or policy directly or indirectly affects Owner's use of the Property or its other lands not subject to this Lease by further restricting or requiring changes in land or water uses near Well Sites, or as a result of withdrawals or activities related to withdrawals, Service Company and Owner shall renegotiate the annual rental. The purpose of this renegotiation shall be to reflect the diminution in value of the affected Property or other lands of Owner. At anytime that Owner reasonably deems such diminution in value to have occurred, Owner shall notify Service Company in writing and, within forty-five (45) days thereof, Owner and Service Company shall renegotiate the annual rental to compensate Owner for the diminution in value. If Owner and Service Company are unable to agree on a renegotiated annual rental, then Service Company and Owner shall agree upon a qualified appraiser who will calculate such compensation. If the parties are unable to agree upon a qualified appraiser to be used, the Owner and Service Company shall each select a qualified appraiser of its choice to make the necessary calculations, and the average of the two appraisers shall be binding on the parties.

#### 4. DESCRIPTION OF LEASED PREMISES.

The premises subject to the Lease shall initially consist of the 322 non-potable and 31 potable Well Sites as outlined on Exhibit "B". Each Well Site shall be approximately 2,500 square feet or other size as needed, in a square configuration, with the Well Site Production Facilities approximately in the center of the sites. In addition, the proposed

maintenance building site shall consist of approximately 2-3 acres. All portions of said Well Sites heretofore and currently used for residential or commercial facilities or purposes shall be excluded from said 2,500 square foot sites and shall not be included in the premises subject to this Lease. In the event any governmental entity or authority shall now or hereafter require a larger Well Site than 2,500 square feet, all additional or relocated Well Sites acquired pursuant to Sections 5 and 8, respectively, shall conform to the requirements of said governmental entity or authority. Owner and Service Company anticipate that this Lease may be amended in the future to include the service, operation, and lease of additional wells, surface water, or other sites, and/or Well Production Facilities pursuant to this Lease and will negotiate the terms under which those wells, surface water, or other sites, and any Well Production Facilities will be included in the Lease and the Agreement at that time.

5. **ADDITIONAL WELL SITES & SURFACE WATER WITHDRAWAL SITES.**

In the event that Service Company shall need additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites or Water Storage Sites for the purpose of supplying Owner or third parties with water, Owner agrees to negotiate with Service Company for the lease of parcels of the Property for use as additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites or Water Storage Sites. Upon such time as Service Company and Owner shall agree upon the location and other pertinent matters related to such additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites, or Water Storage Sites the same shall become subject to this Lease and Service Company and Owner shall each respectively have rights and privileges set forth herein upon execution by Service Company and Owner of an appropriate Addendum to Lease so providing. Owner shall not be obligated to negotiate water rights to the detriment of its agriculture or other operatives.

6. **WARRANTY OF TITLE.**

Owner represents that it has good and marketable title to the Well Sites, subject only to real estate taxes not yet due and payable, matters of public record, and such other matters that do not materially interfere with Service Company's intended uses. Service Company may at any time undertake to examine title to any of the Well Sites. In the event that such examination of title shall result in the determination that there are title defects that are contrary to the status of title as above stated, Service Company may so notify Owner, specifying in writing such defects. Owner shall use diligent effort to remove or cure such defects in title within said time. In the event that Owner shall be unable to remove or cure such title defects within the specified time, Service Company shall have the option of either waiving said title defects or canceling this Lease as to the Well Site to which title defects are applicable and receiving a prorata refund of any rentals paid in advance. In the event that uncured title defects shall adversely affect the Well Sites to the extent or degree that it materially interferes with Service Company's ability to perform its obligations under the terms of this Lease, Service Company shall

be entitled to cancel this Lease and receive a prorata refund of any advance rentals paid on any of the Well Sites.

7. USE OF WELL SITES.

The Well Sites shall be used for the sole purpose of withdrawing water and supplying it to Owner or third parties in accordance with the provisions of the Agreement or third party agreements.

8. UNPRODUCTIVE WELL SITES.

If any Well Site becomes unproductive, upon written notice of the same to Owner, the unproductive Well Site shall no longer be subject to the terms of this Lease, and the annual rental shall be reduced prorata accordingly. In such event, the well shall be plugged at Service Company's expense in accordance with applicable Water Management District requirements and other applicable statutes, ordinances, or regulations. If Owner and Service Company cannot agree upon the amount of the reductions of the annual rental, the amount of the reductions shall be determined by a qualified appraiser selected by agreement of the parties. If the parties cannot agree on an appraiser, Owner and Service Company, at their own expense, shall each select an appraiser of its choice to calculate the reductions, and the average of the two calculations shall be binding upon the parties.

If Owner shall reasonably determine that for Owner's beneficial use of the Property and Well Site (whether an existing Well Site or on a Well Site hereafter leased) must be relocated, Owner will provide a substitute Well Site located as closely as reasonably possible to the one removed, and Owner shall bear the expense of such relocation, including cost of plugging. The annual rental rate shall be renegotiated based upon the costs of such relocation efforts.

Upon the abandonment of any Well Site, or the removal from any Well Site, Service Company shall clean up the Well Site and leave the same in neat and presentable condition.

9. PERMITS.

Prior to constructing or operating any Well Site Production Facility or servicing any customer, Service Company shall obtain, at its sole expense, unless specifically provided otherwise in the Agreement, all necessary permits, certificates, and approvals necessary to construct and operate Well Site Production Facilities, withdraw water from Well Sites, transmit water to the Property and collect Tariffs for water supplied to customer and any other person or entity, as may be required by any governmental entity, including, without limitation, the applicable water management districts, Public Service Commission, county governments, U.S. Army Corp of Engineers, and the Department



of Environmental Protection. The owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any such permit application.

#### 10. INSTALLATION OF WELL SITE PRODUCTION FACILITIES.

If any Well Site, whether initially subject to this Lease or hereafter leased, does not have complete and operable Well Site Production Facilities in place at the time of execution of this Lease or at the time such Well Site becomes subject to this Lease, then Service Company, at Service Company's expense, shall install the Well Site Production Facilities or replace the missing or defective parts necessary to eliminate the deficiency as soon as reasonably possible after the date of this Lease or after the date of acquisition in the case of a Well Site hereafter acquired.

#### 11. MAINTENANCE AND REPAIR.

As of the effective date of this Lease (in case of existing Well Sites and Well Site Production Facilities), and after the initial installation as set forth in Section 10 above (in the case of those facilities covered by Section 10), Service Company shall be responsible for the continuous operation and maintenance of the Well Sites and Well Site Production Facilities during the term of this Lease, unless otherwise agreed in writing by Service Company and Owner. Service Company's responsibilities shall include replacement of any component parts of the Well Site Production Facilities when such becomes necessary due to destruction, wear and tear or otherwise. Service Company shall also keep the Well Sites in a neat, clean and presentable condition. Owner agrees to assign any and all warranties and/or maintenance bonds and the right to enforce the same to Service Company and to provide Service Company with any existing operation/maintenance and parts manuals with respect to the Well Site Production Facilities. Customer's pipes, apparatus and equipment on customer's side of the Point of Delivery shall be selected, installed, used and maintained in accordance with good practices in the industry and in full compliance with all applicable laws and governmental regulations. Service Company shall, at all reasonable times and hours, have the right to inspect Customer's internal lines and facilities. Customer shall bear the responsibility for the maintenance and replacement of any pipes or related transmission equipment on Customer's side of the Point of Delivery.

#### 12. ELECTRICAL POWER.

Service Company represents that electrical power for the proposed operations on all Well Sites requiring electricity is available from the appropriate power companies having authority to serve the Well Sites. Owner shall reasonably cooperate with Service Company in assisting Service Company to obtain electrical power from the closest power source of the appropriate power company to each Well Site, including additional Well Sites hereafter acquired, so as to service the operations of Service Company at each Well Site. Owner shall have the right to approve the location of poles, transistors, electrical

lines, or other necessary installations, and Owner shall not unreasonably withhold such approval. Owner shall have the right to require underground installation of utilities. Service Company shall bear all expenses incurred in connection with the installation and continued service by the appropriate power company. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, or negotiation of documents or for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Well Site, including but not limited to the placement of poles, transistors, electrical lines and other necessary installations.

13. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive ingress and egress to the Well Sites during the period of time this Lease remains in force and subject to the limitations of this Section. Service Company's nonexclusive right of ingress and egress may be exercised only during the times and solely for the purposes set forth in this Lease. If county or state roads provide reasonable means of ingress and egress to the Well Sites, Service Company shall use such county or state roads. In the event that ingress and egress is available only upon roads other than county or state roads, Service Company shall so notify Owner, and Owner shall specify existing roads or ways for ingress and egress to be used by Service Company. Owner shall make reasonable efforts to specify roads or ways located so as to permit Service Company to exercise and enjoy the privileges created by this Lease without undue interference, but Owner shall have no affirmative obligations to improve, maintain, or repair any such road for use by Service Company. In specifying roads for ingress and egress, Owner shall from time to time instruct Service Company as to specific gates to be used and procedures for locking and unlocking gates. Service Company agrees to comply with such instructions of Owner. Service Company shall be solely responsible for security on all gates used by Service Company for ingress and egress. Any roads or accessways used by Service Company shall be used by Service Company at its own risk and shall be maintained by Service Company so as to permit continued safe vehicular passage and shall be left in a condition at least as good as originally found by Service Company at the commencement of this Lease. Owner agrees that, in the event Owner leases additional Well Sites to Service Company, Owner shall grant to Service Company such additional easements as may be necessary to provide ingress and egress to such additional Well Sites.

14. LOCKS, GATES, FENCES.

Service Company shall place no new locks on Owner's gates without the prior consent of Owner. If Owner permits Service Company to place locks on its gates, the locks shall be clearly identified to Owner and placed so that they will not prohibit access by others who have locks on the gates. Service Company shall give keys only to authorized employees.

Service Company agrees that it shall immediately close and securely fasten gates or gaps in fences that are opened by Service Company or observed open, whether or not such were opened by someone else. No new gaps or gates shall be made in any fence without the prior consent of Owner.

Service Company shall in no way tamper with, alter, or modify any of Owner's existing fences or cattle or wildlife control equipment or devices without the prior consent of Owner. In the event any fences require repair due to the negligence or other activities of Service Company, Owner shall make such repairs and Service Company shall indemnify Owner for the costs of such repair.

15. PROHIBITED ACTIVITIES.

Service Company shall not take or remove, kill, or otherwise molest any livestock or wildlife on any of Owner's lands. Service Company covenants that Service Company will save Owner harmless from all damage caused by Service Company or its agents or employees to such livestock or wildlife and to promptly notify and reimburse Owner for any such damage. No hunting or fishing shall be permitted on any of Owner's lands by Service Company, its agents, or employees. Service Company shall at no time have dogs or guns or firearms on any of Owner's lands. Service Company will at no time cause any fires to be set on any of Owner's lands, except for the purposes of disposing of debris and only with the prior written consent of Owner. If Owner grants consent, Service Company shall be solely responsible for obtaining the necessary and required permits and for all expenses related thereto. If any employees, agents, or subcontractors of Service Company shall violate the provisions of this 15, Owner shall be entitled to require that such person or persons be prohibited from subsequently coming onto Owner's lands. Should Service Company fail to exercise reasonable measures to prevent such person or persons from subsequently coming onto Owner's lands, such act shall be deemed a default hereunder.

16. INSPECTION BY OWNER.

Owner or Owner's agent may at any time enter upon any Well Site to view the condition thereof and to observe Service Company's operations thereon.

17. REAL ESTATE, PERSONAL PROPERTY AND INTANGIBLE TAXES.

Service Company shall pay all real estate, personal property, and intangible taxes, and all increases in real estate taxes on the Well Sites and Well Production Facilities accruing during the time that this Lease remains in force, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Well Sites (which in order to do, Service Company shall first obtain the written consent of Owner, except for those installations expressly permitted

by Owner under this Lease or in the Agreement), whether actual payment of such taxes is made during the term of this Lease or thereafter. If this Lease begins other than on the first day of the tax year, or if this Lease ends other than on the last day of the tax year, then the parties shall make appropriate adjustments or prorations. Additionally, Owner and Service Company acknowledge and agree that the taxes imposed upon the Property and/or Well Production Facilities and other taxes shall be computed and based on the most recently available valuations, millages, assessments, and other information (including information included in a "cut-out" customarily prepared by the county) provided by the county in which the Property is located.

18. OTHER TAXES.

Service Company shall pay all sales taxes, if any, license taxes, and any and all other taxes, except income taxes of Owner, with respect to Service Company's operations hereunder.

19. INSURANCE.

Service Company shall obtain insurance for both liability and property and Well Production Facilities at all times during the term of this Lease, and in amounts sufficient to cover all reasonable damage or claims to the property or by third persons and shall specifically name the Owner as co-insured with Service Company. Service Company shall obtain such insurance at its sole cost and expense and shall be fully responsible for all payments and renewals related to such policies.

20. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner and hold Owner harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Owner, arising out of Service Company's negligence in the use or occupancy or operation of any Well Site, Well Site Production Facility, or any Service Company's activities on or about any Well Site. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of Service Company's violation of any law, ordinance, or governmental regulation applicable to Service Company's use or occupancy of any Well Site or Service Company's activities on or about any Well Site, or other of Owner's lands.

B. Indemnity to Service Company.

Owner shall indemnify and defend Service Company and hold Service Company harmless from and against every claim or demand with respect to bodily

injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Service Company, arising out of Owner's negligence in discharging its duties under the lease of any Well Site, Well Site Production Facility, or Owner's activities on or about any Well Site. Owner's duty to indemnify shall also include indemnification from and against any fine, penalty, liability, or cost arising out of Owner's violation of any law, ordinance, or governmental regulation applicable to Owner's use or occupancy of any Well Site or Owner's activities on or about any Well Site.

C. "Costs and Attorney's Fees.

In the event Service Company or Owner brings an action to enforce this Lease by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals.

21. DEFAULT.

The occurrence of one or more of the following is an event of default by Service Company: the failure of Service Company to perform any obligation for the payment of money within 15 days after the time within which the payment is to be made as provided in the section of this Lease creating the obligation; the failure of Service Company to perform and comply with any obligation imposed upon Service Company by this Lease, other than the payment of money, and the failure continues beyond a reasonable period of time for curing such failure to perform, after written notice thereof from Owner to Service Company, except that any breach by Service Company of the obligations set forth in Section 15 shall be deemed a default hereunder without any notice, grace, or curative period; proceedings under the Bankruptcy Act for bankruptcy are filed by or against Service Company, and if filed against Service Company, have not been dismissed within thirty (30) days after the filing; assignment of Service Company's property for the benefit of creditors is made; a receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Service Company's property, and within thirty (30) days after appointment the officer is not discharged and possession of the property is not restored to Service Company; Service Company's interest in the Well Sites and Well Site Production Facilities, or under this Lease or the Agreement is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; Service Company abandons the Property; or Service Company defaults under this Agreement.

If Owner shall default in any of its obligations hereunder, Service Company shall give written notice thereof to Owner, and Owner shall have a reasonable period of time after receipt of such notice in which to cure such default. Any default of Owner under the Agreement shall be deemed a default hereunder.

Owner and Service Company shall have the right to terminate this Lease for any default of the other; provided that where curative periods are applicable, Owner and Service Company may only terminate if the default remains uncured through the expiration of such curative periods.

22. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company's rights hereunder. Any assignment, pledge or encumbrance of Service Company's stock shall be deemed a prohibited assignment hereunder and a default under the terms of this Lease.

23. RECORDING.

Neither Owner nor Service Company shall record this Lease without prior written consent of the other, which consent shall not be unreasonably withheld.

24. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given by manual delivery, telegraph, or mail addressed as provided below. For the purpose of this Lease, the addresses of the parties are:

Owner:

Blake Equipment  
61 West Dudley Town Road  
Bloomfield, CT 06002

Service Company:

Town & Country Utility Company  
8000 State Road 31  
Punta Gorda, FL 33982

Notice given by telegraph shall be deemed received when filed for transmission with an authorized dispatching office of the telegraph company in the United States, charges prepaid. Notice given by certified mail shall be deemed received when deposited in the United States mails, postage prepaid. Notice given otherwise shall be deemed received when received at the address to which sent or when actually received by the party to whom addressed. Either party may change its address by giving written notice to the other, but the change shall not become effective until the notice is actually received by the other party. Payments due Owner hereunder shall be made to Owner at Owner's address set forth above (or at a changed address as provided above). If the last day for

giving any notice or performing any act hereunder falls on a Saturday, Sunday, or a day on which the United States post offices are not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

25. **BINDING EFFECT OF LEASE.**

This Lease shall be binding upon and shall inure to the benefit of Owner, Service Company, and their respective assigns and successors by merger, consolidation, conveyance, or otherwise, subject to the limiting terms of this Lease.

26. **DOCUMENTATION.**

Service Company and Owner agree that each shall execute such other documentation as may reasonably be required from time to time to effectuate the intent of this Lease.

27. **INTERPRETATION.**

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Lease.

28. **EFFECTIVE DATE.**

This Lease shall become effective and binding upon Owner and Service Company at the time of execution by both parties.

29. **STRICT COMPLIANCE.**

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times.

30. **CONFLICT WITH THE AGREEMENT.**

In the event of any conflict between the terms of this Lease and terms of the Agreement, the terms of the Agreement shall control.

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

Signed, Sealed and Delivered  
in the Presence of:

Barbara A. Murray  
Busan Bergumano

Babcock Florida Company

By: Richard A. Costa, Pres.  
"Owner"

Barbara A. Murray  
Busan Bergumano

Town & Country Utility Company

By: Richard A. Costa, Pres.  
"Service Company"



All of Sections 1 through 36, Township 41 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31 and C.R. 74.

AND

All of Sections 1 through 36, Township 42 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31.

AND

All of Sections 1 through 19, Township 41 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 11, the west 1/2 of Section 12, and all of Sections 13 through 36, Township 42 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 7, the west 1/2 of Section 9, and all of Section 12, Township 43 South, Range 26 East, Lee County, Florida. Less the road right-of-way for S.R. 31 and C.R. 78.

AND

All of Sections 4 through 8, Township 43 South, Range 27 East, Lee County, Florida.

AND

Section 9, Township 43 South, Range 27 East, Lee County, Florida. Less the South 1/2 of the Southeast 1/4 of 9-43-27.

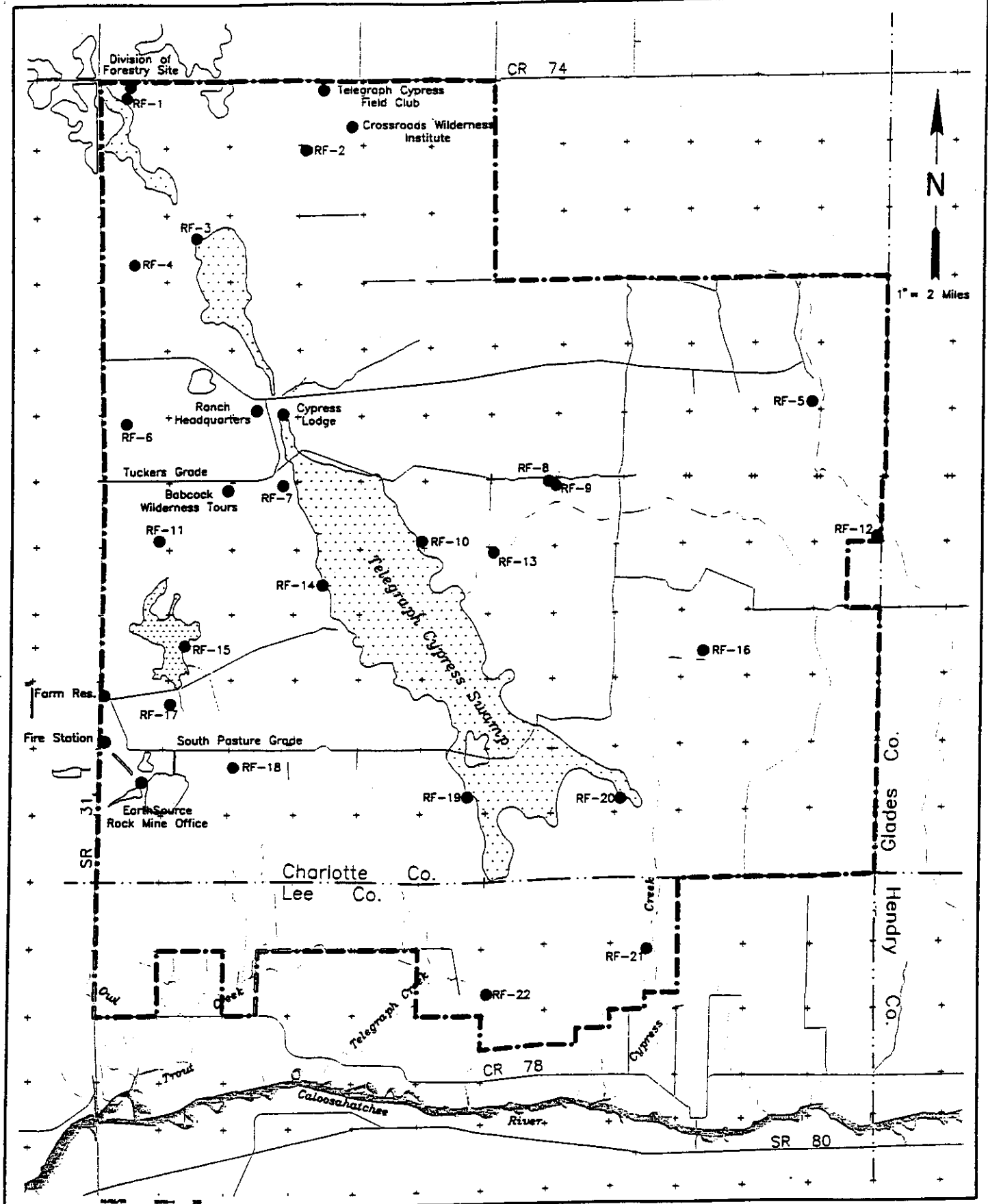
AND

The Northwest 1/4 and the North 1/2 of the Northeast 1/4 of Section 17, Township 43 South, Range 27 East, Lee County, Florida.

AND

The North 1/2 of Section 18, Township 43 South, Range 27 East, Lee County, Florida.



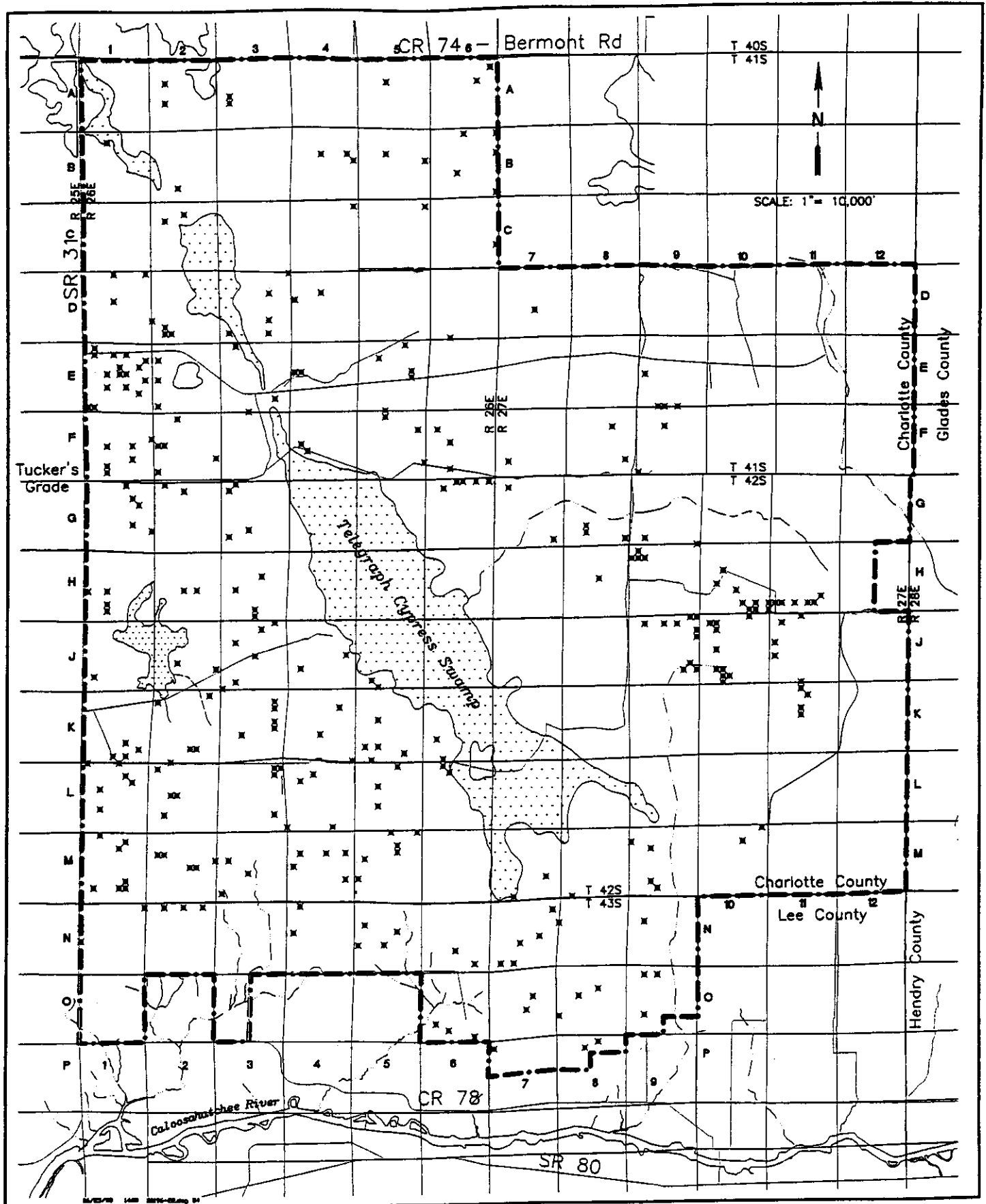


● Potable Water Facility

Town & Country  
Utility Company



FIGURE 3-1  
INITIAL POTABLE  
WATER FACILITIES



Town & Country  
Utility Company



FIGURE 5-2  
NON-POTABLE FARM WELLS

**BABCOCK FLORIDA COMPANY  
AND SUBSIDIARIES**

**PUNTA GORDA, FLORIDA**

**CONSOLIDATED FINANCIAL STATEMENTS**

**DECEMBER 31, 1997 AND 1996**



11074-98  
Cont'd.

**WEBB, McQUEEN & COMPANY, P.L.**  
CERTIFIED PUBLIC ACCOUNTANTS  
1625 WEST MARION AVENUE, SUITE 6, PUNTA GORDA, FLORIDA 33950

**ACCOUNTANTS' COMPILATION REPORT**

To the Stockholders and  
Board of Directors  
Babcock Florida Company  
Punta Gorda, Florida

We have compiled the accompanying consolidated balance sheets of Babcock Florida Company and subsidiaries (the "Company") at December 31, 1997 and 1996 and the related consolidated statements of operations and retained earnings and cash flows for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the Company's management.

A compilation is limited to presenting in the form of financial statements information that is the representation of the Company. We have not audited or reviewed the accompanying consolidated financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

*Webb, McQueen & Company, P.L.*

June 30, 1998

**BABCOCK FLORIDA COMPANY  
AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS**

**AT DECEMBER 31, 1997 AND 1996**

**(UNAUDITED)**

**ASSETS**

	<u>1997</u>	<u>1996</u>
Current assets:		
Cash	\$ 249,722	\$ 309,540
Certificate of deposit	-	3,400,000
Marketable equity securities - at market	1,301,771	902,500
Accounts receivable	211,970	768,100
Notes receivable	879,575	625,000
Inventories	456,399	449,427
Prepaid expenses and other current assets	<u>286,112</u>	<u>300,810</u>
Total current assets	3,385,549	6,755,377
Property and equipment - net of accumulated depreciation	6,867,273	2,203,403
Other assets	<u>38,360</u>	<u>2,041</u>
<b>TOTAL ASSETS</b>	<b><u>\$10,291,182</u></b>	<b><u>\$8,960,821</u></b>

**LIABILITIES AND STOCKHOLDERS' EQUITY**

	<u>1997</u>	<u>1996</u>
Current liabilities:		
Accounts and income taxes payable	\$ 423,675	\$ 198,545
Accrued expenses	593,350	575,274
Deferred revenue	249,849	469,032
Deferred tax liability	512,000	360,000
Current portion of notes payable	<u>181,932</u>	<u>-</u>
Total current liabilities	1,960,806	1,602,851
Long-term portion of notes payable	<u>1,930,424</u>	<u>956,383</u>
Total liabilities	<u>3,891,230</u>	<u>2,559,234</u>
Commitments and contingencies		
Stockholders' equity:		
Common stock, par value \$25 per share; 30,000 shares authorized and issued	750,000	750,000
Additional paid-in capital	319,943	319,943
Retained earnings	5,392,952	5,641,858
Unrealized gain on marketable securities - net of tax	<u>775,632</u>	<u>528,361</u>
	7,238,527	7,240,162
Cost of 9,838 shares of common stock held by the Company	<u>( 838,575)</u>	<u>( 838,575)</u>
Total stockholders' equity	<u>6,399,952</u>	<u>6,401,587</u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b><u>\$10,291,182</u></b>	<b><u>\$ 8,960,821</u></b>

See accountants' compilation report and accompanying notes to consolidated financial statements.

**BABCOCK FLORIDA COMPANY  
AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF OPERATIONS AND RETAINED EARNINGS**

**FOR THE YEARS ENDED DECEMBER 31, 1997 AND 1996**

**(UNAUDITED)**

	<u>1997</u>	<u>1996</u>
<b>REVENUES:</b>		
Ranch	\$ 2,453,379	\$ 1,790,576
Motel and restaurant	3,436,539	3,095,662
Mineral resource recovery	1,049,630	1,153,784
Tour operations	<u>580,561</u>	<u>586,872</u>
Total operating revenues	<u>7,520,109</u>	<u>6,626,894</u>
<b>EXPENSES:</b>		
Ranch	2,970,672	2,259,213
Motel and restaurant	3,594,978	3,414,785
Mineral resource recovery	967,348	982,004
Tour operations	<u>535,938</u>	<u>630,023</u>
Total operating expenses	<u>8,068,936</u>	<u>7,286,025</u>
<b>OPERATING LOSS</b>	<u>( 548,827)</u>	<u>( 659,131)</u>
<b>OTHER INCOME:</b>		
Rent	38,050	37,081
Dividends	23,160	17,920
Interest	141,341	148,891
Other	<u>54,253</u>	<u>103,016</u>
Total other income	<u>256,804</u>	<u>306,908</u>
Loss before benefit for income taxes	<u>( 292,023)</u>	<u>( 352,223)</u>
Income tax benefit	<u>( 43,117)</u>	<u>( 135,070)</u>
<b>NET LOSS</b>	<u>( 248,906)</u>	<u>( 217,153)</u>
<b>RETAINED EARNINGS AT BEGINNING OF YEAR</b>	<u>5,641,858</u>	<u>5,859,011</u>
<b>RETAINED EARNINGS AT END OF YEAR</b>	<u>\$ 5,392,952</u>	<u>\$ 5,641,858</u>

See accountants' compilation report and accompanying  
notes to consolidated financial statements.



**BABCOCK FLORIDA COMPANY  
AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

**FOR THE YEARS ENDED DECEMBER 31, 1997 AND 1996**

**(UNAUDITED)**

	<u>1997</u>	<u>1996</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net loss	\$ (248,906)	\$ (217,153)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	424,775	430,970
(Gain)/Loss on sale of property and equipment	( 1,530)	6,405
(Increase) decrease in:		
Accounts receivable	556,130	( 23,063)
Inventory	( 6,972)	85,590
Prepaid and other expenses	14,698	(159,679)
Increase (decrease) in:		
Accounts and income taxes payable	225,130	( 58,336)
Accrued expenses	18,076	157,009
Deferred revenue	(219,183)	32,709
Deferred tax liabilities - net	<u>          -</u>	<u>          -</u>
Net cash provided by operating activities	<u>762,218</u>	<u>254,452</u>

AFFIDAVIT

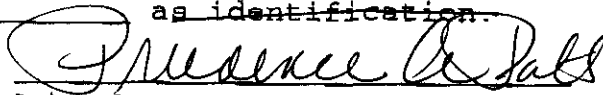
I, Earl Drayton Farr, Jr., am Secretary of Babcock Florida Company, the parent company of Town & Country Utility Company. In that capacity, I am filing this Affidavit in order to assure the Florida Public Service Commission that Babcock Florida Company, as the parent company of Town & Country Utility Company, will provide or assist in securing necessary funding to meet all reasonable capital needs and any operating deficits of Town & Country Utility Company which may arise as the result of the Utility's operation of a certified water Utility in the service territory requested in the Application for such certificate filed by Town & Country Utility Company. Such funding will be provided on an as and when needed basis.



Earl Drayton Farr, Jr. Secretary  
Babcock Florida Company

STATE OF FLORIDA )  
COUNTY OF Charlotte )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 1998, by Earl Drayton Farr, Jr., who is personally known to me or ~~who has produced~~ \_\_\_\_\_ as identification.



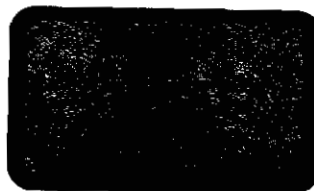
Print Name \_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires:

OFFICIAL NOTARY SEAL  
PRUDENCE A POTTS  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC440721  
MY COMMISSION EXP. MAR. 11, 1999

WATER TARIFF

Town & Country Utility Company  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION



11074-98  
Contd.

WATER TARIFF

Town & Country Utility Company  
NAME OF COMPANY

8000 State Road 31

Punta Gorda, Florida 33982

(941) 639-3958

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

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Rates and Charges Schedules . . . . .	11.0
Rules and Regulations . . . . .	6.0 - 6.1
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Standard Forms . . . . .	20.0
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Territory Authority . . . . .	3.0

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

TOWN & COUNTRY UTILITY COMPANY

ORIGINAL SHEET NO. 3.0

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Charlotte and Lee

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

Original Certificate

(Continued to Sheet No. 3.1)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

TOWN & COUNTRY UTILITY COMPANY

ORIGINAL SHEET NO. 3.1

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All of Sections 1 through 36, Township 41 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31 and C.R. 74.

AND

All of Sections 1 through 36, Township 42 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31.

AND

All of Sections 1 through 19, Township 41 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 11, the west 1/2 of Section 12, and all of Sections 13 through 36, Township 42 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 7, the west 1/2 of Section 9, and all of Section 12, Township 43 South, Range 26 East, Lee County, Florida. Less the road right-of-way for S.R. 31 and C.R. 78.

(Continued to Sheet No. 3.2)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

TOWN & COUNTRY UTILITY COMPANY

ORIGINAL SHEET NO. 3.2

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED (Continued)

AND

All of Sections 4 through 8, Township 43 South, Range 27 East, Lee County, Florida.

AND

Section 9, Township 43 South, Range 27 East, Lee County, Florida. Less the South 1/2 of the Southeast 1/4 of 9-43-27.

AND

The Northwest 1/4 and the North 1/2 of the Northeast 1/4 of Section 17, Township 43 South, Range 27 East, Lee County, Florida.

AND

The North 1/2 of Section 18, Township 43 South, Range 27 East, Lee County, Florida.

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE



TOWN & COUNTRY UTILITY COMPANY

ORIGINAL SHEET NO. 4.0

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Charlotte and Lee	Babcock Ranch	All	All

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is Town & Country or Service Company.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection 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 other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "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.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" 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.

(Continued to Sheet No. 5.1)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, 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.

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises . . . . .	9.0	14.0
Adjustment of Bills . . . . .	10.0	22.0
Adjustment of Bills for Meter Error . . . . .	10.0	23.0
All Water Through Meter . . . . .	10.0	21.0
Applications . . . . .	7.0	3.0
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Change of Customer's Installation . . . . .	8.0	11.0
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Customer Billing . . . . .	9.0	16.0
Delinquent Bills . . . . .	7.0	8.0
Extensions . . . . .	7.0	6.0
Filing of Contracts . . . . .	10.0	25.0
General Information . . . . .	7.0	1.0
Inspection of Customer's Installation . . . . .	9.0	13.0
Limitation of Use . . . . .	8.0	10.0
Meter Accuracy Requirements . . . . .	10.0	24.0
Meters . . . . .	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently . . . . .	10.0	18.0

(Continued to Sheet No. 6.1)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

TOWN & COUNTRY UTILITY COMPANY

ORIGINAL SHEET NO. 6.1

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
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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	15.0
Termination of Service .....	9.0	17.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Water .....	10.0	19.0

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

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 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.
- 8.0 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.

(Continued on Sheet No. 8.0)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 7.0)

- 9.0 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.

- 10.0 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. Water service shall be rendered to the Customer for the Customer's own use and 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 is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 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 charge resulting from a violation of this Rule.

- 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 Company property or refuses to correct any problems reported by the Company, 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.

(Continued on Sheet No. 9.0)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 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.

14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer 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.

15.0 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.

16.0 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 Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

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

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

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

(Continued on Sheet No. 10.0)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE



WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 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.
- 19.0 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.
- 20.0 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.
- 21.0 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.
- 22.0 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.
- 23.0 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.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 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.

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits . . . . .	16.0
General Service, GS . . . . .	12.0
Meter Test Deposit . . . . .	17.0
Miscellaneous Service Charges . . . . .	18.0
Residential Service, RS . . . . .	13.0
Non-Potable Service NS . . . . .	14.0
Raw Water Service RWS . . . . .	15.0
Service Availability Fees and Charges . . . . .	19.0

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

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 - Monthly
- RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 14.74
1"	36.85
1 1/2"	73.70
2"	117.92
3"	235.84
4"	368.50
6"	737.00
8"	1,179.20

GALLONAGE CHARGE \$3.09 (Per 1,000 Gallons)

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 14.74
1"	36.85
1 1/2"	73.70
2"	117.92
3"	235.84
4"	368.50
6"	737.00
8"	1,179.20

GALLONAGE CHARGE \$3.09 (Per 1,000 Gallons)

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

NON-POTABLE SERVICE

RATE SCHEDULE NS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For raw water service rendered for all agricultural purposes within the Utility's certificated service territory.

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

BILLING PERIOD -

RATE - Flat Monthly Rate (1)

<u>Meter Size</u>	<u>Base Facility Charge</u>
1"	5.20
2"	16.64
3"	33.28
4"	52.00
5"	87.36
6"	104.00
7"	145.60
8"	166.40
9"	216.32
10"	239.20
12"	447.20

(1) The agricultural water facilities consist of 322 unmetered wells of various sizes, which are spread throughout the Crescent B Ranch. Users supply their own pumps and other equipment needed to extract and distribute raw water for various agricultural purposes.

As a result, flat monthly rates are proposed based on the size of the well used.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

TOWN & COUNTRY UTILITY COMPANY

ORIGINAL SHEET NO. 15.0

WATER TARIFF

RAW WATER SERVICE

RATE SCHEDULE RWS

AVAILABILITY - Available for all requests for bulk raw water purchased for treatment and resale.

APPLICABILITY - Available for all requests for bulk raw water purchased for treatment and resale.

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

BILLING PERIOD - Monthly

RATE -

Gallorage Charge per 1,000 Gallons Used: \$ 0.30

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

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"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of N/A 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 Rules 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 - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

METER TEST DEPOSITS

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

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

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

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE



WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated 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 may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may 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 may 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 may 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>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

TOWN & COUNTRY UTILITY COMPANY  
WATER TARIFF

ORIGINAL SHEET NO. 19.0

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Plant Capacity Charge</u>		
Residential-per ERC ( __ GPD) . . . . .	\$	
All others-per gallon . . . . .	\$	
Bulk raw water . . . . .		
per ERC (350 GPD) . . . . .	\$ 115.00	
Charge per gallon of capacity . . . . .	\$ .33	
 <u>Inspection Fee</u> . . . . .	 Actual Cost	
 <u>Plan Review Charge</u> . . . . .	 Actual Cost	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered to a Customer.

EFFECTIVE DATE -  
TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER  
  
PRESIDENT  
TITLE

TOWN & COUNTRY UTILITY COMPANY

ORIGINAL SHEET NO. 20.0

WATER TARIFF

INDEX OF STANDARD FORMS

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APPLICATION FOR WATER SERVICE .....	21.0
COPY OF CUSTOMER'S BILL .....	23.0

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

TOWN & COUNTRY UTILITY COMPANY  
WATER TARIFF

ORIGINAL SHEET NO. 21.0

APPLICATION FOR WATER SERVICE  
TOWN & COUNTRY UTILITY COMPANY

CUSTOMER NAME \_\_\_\_\_ TELE. \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
SERVICE ADDRESS \_\_\_\_\_  
DEVELOPMENT \_\_\_\_\_ LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ BLDG. \_\_\_\_\_ APT. \_\_\_\_\_

TYPE OF SERVICE:

GS: COMMERCIAL \_\_\_\_\_ INDUSTRIAL \_\_\_\_\_ INSTITUTIONAL \_\_\_\_\_  
RS: SINGLE FAMILY \_\_\_\_\_ MULTI-FAMILY \_\_\_\_\_  
AS: FLOW WELL \_\_\_\_\_ PUMPED WELL \_\_\_\_\_ WIND MILL \_\_\_\_\_  
LIVESTOCK \_\_\_\_\_ SURFACE WATER SUPPLY \_\_\_\_\_ CITRUS \_\_\_\_\_  
RWS: CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ PRIVATE \_\_\_\_\_ OTHER \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF CUSTOMER OR AUTHORIZED AGENT \_\_\_\_\_ DATE \_\_\_\_\_

Notices: 1. A check valve will be installed by ECPSI with the water meter. Notify your plumber that this device will not normally allow water from your installation to backflow to the water mains and that an appropriate relief device must be installed by your plumber on your water heater in conformance with the applicable plumbing codes. 2. No connection with any other separate water system (for example, an irrigation system that may also be supplied by your well) or to any container or system containing any liquid or solution will be permitted. A closed valve between such systems does not provide adequate protection and does not meet State requirements. 3. An inspection of your installation and the connection to the meter will be made by ECPSI. Please call 857-6744 to schedule the inspection after the connection has been made by your plumber to the meter. 4. The Utility Company may terminate service for violation of any of its rules and regulations or for violation of any State or County Laws, ordinances or regulations governing water service.

FOR UTILITY USE ONLY

SERVICE LINE: EXISTING \_\_\_\_\_ NEEDED \_\_\_\_\_ INSTALL. FEE \_\_\_\_\_  
ROAD CROSSING REQUIRED? \_\_\_\_\_ WIDTH \_\_\_\_\_ ROAD CROSS FEE \_\_\_\_\_  
WATER METER: EXISTING \_\_\_\_\_ NEEDED \_\_\_\_\_  
METER SITE REQUESTED \_\_\_\_\_ INSTALL FEE: \_\_\_\_\_  
NO. RESIDENTIAL UNITS THIS METER OR  
G.P.D. FLOW DEMAND FOR OTHER \_\_\_\_\_  
CAPACITY FEES: PREPAID? \_\_\_\_\_ CAPACITY FEE: \_\_\_\_\_  
AMOUNT PREPAID \_\_\_\_\_ ADDITIONAL  
CAPACITY FEE: \_\_\_\_\_  
NEW ACCOUNT FEE: \_\_\_\_\_  
OTHER FEES? \_\_\_\_\_ OTHER FEES: \_\_\_\_\_  
RECEIVED BY: \_\_\_\_\_  
DATE RECEIVED \_\_\_\_\_ CHECK NO. \_\_\_\_\_ TOTAL FEES: \_\_\_\_\_

EFFECTIVE DATE -  
TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

**Sample Application Form**

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

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

\_\_\_\_\_

City State Zip

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

\_\_\_\_\_

City State Zip

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

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

TOWN & COUNTRY UTILITY COMPANY

ORIGINAL SHEET NO. 23.0

WATER TARIFF

COPY OF CUSTOMER'S BILL

Town & Country Utility Company  
8000 State Road 31  
Punta Gorda, Florida 33982

SERVICE FROM		TO			
ACCT					
CURRENT	PREVIOUS	CONSUMPTION	AMOUNT		
				RETURN THIS STUB WITH YOUR REMITTANCE TO	
				ACCT NO.	TOTAL DUE
				BILLING DATE	DATE DUE
BILLING DATE	PREVIOUS BALANCE		BILLING DATE	DATE DUE	
DUE DATE	TOTAL DUE				

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges . . . . .	Go to Sheet No. 19.0
Service Availability Policy . . . . .	25.0
Table of Daily Flows . . . . .	26.0

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

SERVICE AVAILABILITY POLICY

The Utility will provide service to any customer within its certificated service territory requesting same upon application or execution of a developer agreement and payment of the required plant capacity charges (where applicable) as listed on Sheet No. 19.0 in compliance with such other requirements as may be appropriate under the provisions of the Utility's tariff in the rules or statutes of the Florida Public Service Commission.

The developer will be required as a prerequisite to service to construct and donate to the Utility all onsite and offsite facilities including onsite and offsite water line services and fire hydrants. Such installation shall comply with the requirements imposed by the Utility.

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE



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 & 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 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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

Application for Original Water Certificate

AFFIDAVIT

I, Richard S. Cuda, President of Town & Country Utility Company, do hereby certify and swear that I have provided the attached Notice to each of the customers of the Utility by U.S. mail on this 5 day of October, 1998, in accordance with the requirements of Rule 25-30.030, F.A.C.

*Richard S. Cuda*  
Richard S. Cuda, President

STATE OF <sup>CONNECTICUT</sup> FLORIDA )  
COUNTY OF HARTFORD ) BLOOMFIELD

The foregoing instrument was acknowledged before me this 5 day of October, 1998, by Richard S. Cuda who is personally known to me or who has produced \_\_\_\_\_ identification. as

*Shirley T. Connors*  
Print Name SHIRLEY T. CONNORS  
Notary Public CT.  
State of Florida at Large  
My Commission Expires: 7/3/01



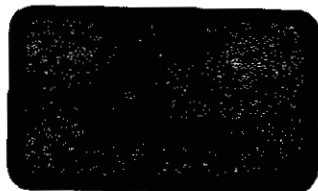
babcock\2cuda.aff



11074.98  
Cont'd.

TOWN & COUNTRY UTILITY COMPANY

Proof of Publication  
(late filed)



11074-98  
Cont'd.

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared TONYA M. GRAHAM, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of F. Marshall Deterding, attorney for Babcock Florida Company and that on October 8, 1998, she did send by certified mail, return receipt requested, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

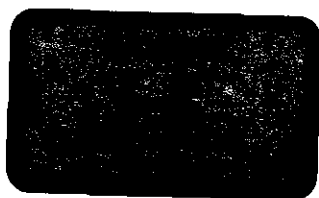
Tonya M. Graham  
Tonya M. Graham

Sworn to and subscribed before me this 8th day of October, 1998, by Tonya M. Graham, who is personally known to me.



JACQUELYN M. TRIBBLE  
MY COMMISSION # CC464168 EXPIRES  
June 5, 1999  
BONDED THRU TROY FAIN INSURANCE, INC.

Jacquelyn M. Tribble  
Print Name  
NOTARY PUBLIC  
My Commission Expires:



11074-98  
Cont'd.

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



DIVISION OF WATER & WASTEWATER  
CHARLES H. HILL  
DIRECTOR  
(850) 413-6900

## Public Service Commission

September 9, 1998

Mr. F. Marshall Deterding, Esq.  
Rose, Sundstrom & Bentley  
2548 Blairstone Pines Drive  
Tallahassee, FL 32301

**Re: Noticing List for Glades, Hendry, Charlotte and Lee Counties for the Application of Original Water Certificate for Babcock Ranches in Charlotte and Lee Counties.**

Dear Mr. Deterding:

Enclosed is the list of water and wastewater utilities and governmental/regulatory agencies in the above mentioned counties. Please refer to Commission Rule 25-30.030, Florida Administrative Code, for the noticing requirements. Noticing must be done in the proper format, consistent with the rule. If your notice is not in the proper format, you will be required to renotice and your application will be delayed. Instructions for preparation of a territory description are available upon request.

Please note that if your county list includes two Department of Environmental Protection offices or two Water Management District offices, you must identify which is the proper district office for your notice.

You will note that the county list is dated and is valid for sixty days from that date. If you have not performed the noticing by this date, you must request an updated list.

If you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "John D. Williams".

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

C:\WP6\BABCOLI.RPR  
Enclosures

LIST WATER AND WASTEWATER UTILITIES IN CHARLOTTE COUNTY

(VALID FOR 60 DAYS)  
09/09/1998-11/07/1998

UTILITY NAME

MANAGER

CHARLOTTE COUNTY

BOCILLA UTILITIES, INC. (WU744)  
7025-A PLACIDA ROAD  
ENGLEWOOD, FL 34224-8758

R. CRAIG NODEN  
(941) 697-2000

FIVELAND INVESTMENTS, INC. (WU736)  
6320 TOWER LANE  
SARASOTA, FL 34240-8809

THEODORE C. STEFFENS  
(941) 378-8412

FLORIDA WATER SERVICES CORPORATION (WS565)  
P. O. BOX 609520  
ORLANDO, FL 32960-9520

BRIAN P. ARMSTRONG  
(407) 880-0058

FLORIDA WATER SERVICES CORPORATION (WS734)  
P. O. BOX 609520  
ORLANDO, FL 32860-9520

BRIAN P. ARMSTRONG  
(407) 880-0058

NHC UTILITIES, INC. (WU796)  
3737 EL JOBEAN ROAD (SR776)  
PORT CHARLOTTE, FL 33953-5699

SUSAN STURGELL  
(941) 624-4511

RAMPART UTILITIES, INC. (WS738)  
6320 TOWER LANE  
SARASOTA, FL 34240-8809

THEODORE C. STEFFENS  
(941) 378-8412

ROTONDA WEST UTILITY CORPORATION (WS732)  
P. O. BOX 3509  
PLACIDA, FL 33946-3509

ROBERT M.C. ROSE  
(850) 877-6555

LIST WATER AND WASTEWATER UTILITIES IN CHARLOTTE COUNTY

(VALID FOR 60 DAYS)  
09/09/1998-11/07/1998

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

BOARD OF COUNTY COMMISSIONERS, CHARLOTTE COUNTY  
CHARLOTTE COUNTY ADMINISTRATION CENTER  
18500 MURDOCK CIRCLE, ROOM 536  
PORT CHARLOTTE, FL 33948-1094

CLERK OF THE CIRCUIT COURT, CHARLOTTE COUNTY  
CHARLOTTE COUNTY ADMINISTRATION CENTER  
18500 MURDOCK CIRCLE, ROOM 423  
PORT CHARLOTTE, FL 33948-1094

DEP SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF PUNTA GORDA  
326 WEST MARION AVENUE  
PUNTA GORDA, FL 33950-4492

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
P.O. BOX 3455  
NORTH FT. MYERS, FL 33918-3455

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

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

LIST WATER AND WASTEWATER UTILITIES IN CHARLOTTE COUNTY

(VALID FOR 60 DAYS)  
09/09/1998-11/07/1998

UTILITY NAME

MANAGER

STATE OFFICIALS

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

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



LEE COUNTY DEPARTMENT OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
09/09/1998-11/07/1998

UTILITY NAME

MANAGER

LEE COUNTY

BAYSHORE UTILITIES, INC. (WU013) 2259 CLUBHOUSE ROAD NORTH FT. MYERS, FL 33917-2523	WAYNE CARSON WAMPLER (941) 482-4024
BONITA 75 CORPORATION (SU683) 28090 QUAIL'S NEST LANE BONITA SPRINGS, FL 33923-6999	PLANT (941) 947-3366
BONITA COUNTRY CLUB UTILITIES, INC. (SU285) 10200 MADDOX LANE BONITA SPRINGS, FL 34135-7639	MICHAEL J. MICELI (941) 992-2800
BUCCANEER WATER SERVICE (MHC-DEANZA FINANCING LIMITED PART (WU730) 2 NORTH RIVERSIDE PLAZA, SUITE 1515 CHICAGO, IL 60606	DONALD BARTON (813) 995-3337
CHATEAU COMMUNITIES, INC. (SU315) 14205 EAST COLONIAL DRIVE ORLANDO, FL 32826-5111	W. LEON PILGRIM (407) 823-7266
DEL VERA LIMITED PARTNERSHIP (SU612) 2250 AVENIDA DEL VERA NORTH FT. MYERS, FL 33917-6700	ROBERT G. PETERS (941) 543-6200 EXT 528
ENVIRONMENTAL PROTECTION SYSTEMS OF PINE ISLAND, INC. (SU287) 3039 YORK ROAD ST. JAMES CITY, FL 33956-2303	KEVIN J. CHERRY (941) 283-1144
FLORIDA CITIES WATER COMPANY - LEE COUNTY DIVISION (WS076) 4837 SWIFT ROAD, SUITE 100 SARASOTA, FL 34231-5157	ROGER YTTERBERG (941) 936-3931
FLORIDA WATER SERVICES CORPORATION (WS565) P. O. BOX 609520 ORLANDO, FL 32960-9520	BRIAN P. ARMSTRONG (407) 880-0058
FOREST PARK PROPERTY OWNER'S ASSOCIATION (SU645) 5200 FOREST PARK DRIVE NORTH FT. MYERS, FL 33917-5404	JOSEPH B. SYMONS
FOREST UTILITIES, INC. (SU293) 6385 PRESIDENTIAL COURT, SUITE 104 FT. MYERS, FL 33919-3576	DAVID SWOR (941) 481-0111

LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY

(VALID FOR 60 DAYS)  
09/09/1998-11/07/1998

UTILITY NAME

MANAGER

LEE COUNTY (continued)

FOUNTAIN LAKES SEWER CORPORATION (SU572) 523 SOUTH EIGHTH STREET MINNEAPOLIS, MN 55404-1078	JERRY A. SHERMAN (612) 305-2927
GULF UTILITY COMPANY (WS096) P. O. BOX 350 ESTERO, FL 33928-0350	CAROLYN B. ANDREWS (941) 498-1000
HACIENDA TREATMENT PLANT, INC. (SU431) % BONITA SPRINGS UTILITIES, INC. P. O. BOX 2368 BONITA SPRINGS, FL 34133-2368	FRED PARTIN (941) 992-0711
HUNTER'S RIDGE UTILITY CO. OF LEE COUNTY (SU674) 12500 HUNTERS RIDGE DRIVE BONITA SPRINGS, FL 34135-3401	DON HUPRICH (941) 992-4900
MHC SYSTEMS, INC. (WS743) 2 NORTH RIVERSIDE PLAZA CHICAGO, IL 60606	UTILITY (941) 474-1122
MOBILE MANOR, INC. (WU167) 150 LANTERN LANE NORTH FORT MYERS, FL 33917-6515	CAROL JULIUS (941) 543-1414
NORTH FORT MYERS UTILITY, INC. (SU317) P. O. BOX 2547 FORT MYERS, FL 33902-2547	JACK SCHENKMAN (941) 543-4000 OR -1808
PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC. (SU724) 7290 LADYFISH DRIVE ST. JAMES CITY, FL 33956-2723	WALTER STACKS (941) 283-3100
SANIBEL BAYOU UTILITY CORPORATION (SU331) 15560 MCGREGOR BLVD. #8 FT. MYERS, FL 33908-2547	FIELD SUPERVISORS (941) 936-6609
SOUTH SEAS UTILITY COMPANY (SU408) 8270-105 COLLETE PARKWAY FT. MYERS, FL 33919-5107	JOE K. BLACKETER (941) 454-8500

LIS F WATER AND WASTEWATER UTILITIES IN LEE CC

(VALID FOR 60 DAYS)  
09/09/1998-11/07/1998

UTILITY NAME

MANAGER

LEE COUNTY (continued)

SPRING CREEK VILLAGE, LTD. (WS234)  
24681 SPRING CREEK VILLAGE  
BONITA SPRINGS, FL 33134

DENNIS M. WALTCHACK  
(941) 992-3800/936-8888

TAMIAMI VILLAGE WATER COMPANY, INC. (WU740)  
9280-5 COLLEGE PARKWAY  
FT. MYERS, FL 33919-4848

JOHN J. USTICA  
(941) 482-0717

USEPPA ISLAND UTILITY, INC. (WS249)  
P. O. BOX 640  
BOKEELIA, FL 33922-0640

VINCENT FORMOSA  
(941) 283-1061

UTILITIES, INC. OF EAGLE RIDGE (SU749)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4099

CARL J. WENZ  
(708) 498-6440

(VALID FOR 60 DAYS)  
09/09/1998-11/07/1998

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS, LEE COUNTY  
P. O. BOX 398  
FT. MYERS, FL 33902-0398

CLERK OF CIRCUIT COURT, LEE COUNTY  
P. O. BOX 2469  
FORT MYERS, FL 33902-2469

DEP SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF CAPE CORAL  
P. O. BOX 150027  
CAPE CORAL, FL 33915-0027

MAYOR, CITY OF FT. MYERS  
P. O. BOX 2217  
FORT MYERS, FL 33902-2217

MAYOR, CITY OF SANIBEL  
800 DUNLOP ROAD  
SANIBEL, FL 33957-4096

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
P.O. BOX 3455  
NORTH FT. MYERS, FL 33918-3455

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

LIST OF WATER AND WASTEWATER UTILITIES IN LEE CO

(VALID FOR 60 DAYS)  
09/09/1998-11/07/1998

UTILITY NAME

MANAGER

STATE OFFICIALS

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

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

LIST WATER AND WASTEWATER UTILITIES IN GLADES COUNTY

(VALID FOR 60 DAYS)  
09/09/1998-11/07/1998

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, GLADES COUNTY  
P. O. BOX 10  
MOORE HAVEN, FL 33471-0010

DER SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF MOORE HAVEN  
P. O. BOX 399  
MOORE HAVEN, FL 33471-0399

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
P.O. BOX 3455  
NORTH FT. MYERS, FL 33918-3455

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

STATE OFFICIALS

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

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

LIST WATER AND WASTEWATER UTILITIES IN HENDRY COUNTY

(VALID FOR 60 DAYS)  
09/09/1998-11/07/1998

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, HENDRY COUNTY  
P. O. BOX 1760  
LABELLE, FL 33975-1760

DER SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF CLEWISTON  
115 WEST VENTURA  
CLEWISTON, FL 33440-3709

MAYOR, CITY OF LABELLE  
P. O. BOX 580  
LABELLE, FL 33935-0580

S.W. FLORIDA REGIONAL PLANNING COUNCIL  
P.O. BOX 3455  
NORTH FT. MYERS, FL 33918-3455

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

LIST WATER AND WASTEWATER UTILITIES IN HENDRY COUNTY

(VALID FOR 60 DAYS)  
09/09/1998-11/07/1998

UTILITY NAME

MANAGER

STATE OFFICIALS

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

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



October 8, 1998

NOTICE OF APPLICATION FOR ORIGINAL WATER CERTIFICATE

Pursuant to Section 367.045, Florida Statutes, and Section 25-30.030, Florida Administrative Code, notice is hereby given by Town & Country Utility Company, 8000 State Road 31, Punta Gorda, Florida 33982, of their application for original water certificate for the following described territory in Charlotte and Lee Counties, Florida:

All of Sections 1 through 36, Township 41 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31 and C.R. 74.

AND

All of Sections 1 through 36, Township 42 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31.

AND

All of Sections 1 through 19, Township 41 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 11, the west 1/2 of Section 12, and all of Sections 13 through 36, Township 42 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 7, the west 1/2 of Section 9, and all of Section 12, Township 43 South, Range 26 East, Lee County, Florida. Less the road right-of-way for S.R. 31 and C.R. 78.

AND

All of Sections 4 through 8, Township 43 South, Range 27 East, Lee County, Florida.

AND

Section 9, Township 43 South, Range 27 East, Lee County, Florida. Less the South 1/2 of the Southeast 1/4 of 9-43-27.

AND

The Northwest 1/4 and the North 1/2 of the Northeast 1/4 of Section 17, Township 43 South, Range 27 East, Lee County, Florida.

AND

The North 1/2 of Section 18, Township 43 South, Range 27 East, Lee County, Florida.

Written objections of the above noted extension must be filed with the Director of the Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870, and a copy provided to F. Marshall Deterding, ROSE, SUNDSTROM & BENTLEY, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301, no later than 30 days after the last date this notice was mailed or published whichever is later.