

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application for Transfer)
of Majority Organizational Control)
of **Crystal River Utilities, Inc.**)
in Alachua County, Florida to)
AquaSource Utility, Inc.)

DEPOSIT DATE
D028 NOV 03 1998
DOCKET NO. **981508-WS**

APPLICATION FOR APPROVAL OF CHANGE
IN MAJORITY ORGANIZATIONAL CONTROL

AQUASOURCE UTILITY, INC., by and through its undersigned attorneys and pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037(3), Florida Administrative Code, hereby makes application for approval of the transfer of majority organizational control of Crystal River Utilities, Inc. which holds Certificates 123-W, 396-W, 507-W, 441-S, 53-W, 594-W and 510-S, and in support thereof states:

1. The name and address of the Sellers are:

Richard Bowles
Robert Sterling, III
Post Office Box 520247
Longwood, FL 32752-0247

2. The name and address of the Buyer is:

AquaSource Utility, Inc.
16810 Barker Springs, Suite B 215
Houston, Texas 77084

3. The name and address of the person authorized to receive notices and communications in respect to this application is:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

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

Initial of person who forwarded check:
MSF

DOCUMENT NUMBER-DATE

12252 NOV-3 98

FPSC-RECORDS/REPORTING

4. The names and addresses of the Buyer's corporate officers and directors are as follows:

Roy H. Moore, President
Edward R. Wallace, Vice-President/Director
Michael J. Miller, Vice President
Carmela Laurella, Vice President
Cary Thomas, Secretary
Linda C. Law, Secretary
Carol Marine, Assistant Secretary
Ann Reitmeyer, Assistant Secretary
16810 Barker Springs, Suite B 215
Houston, Texas 77084

5. Buyer currently owns no water or wastewater utilities in Florida. The names of other water or wastewater utilities owned by Buyer are as follows:

AquaSource Utility, Inc.
AquaSource Services and Technologies, Inc.
AquaSource Whisenant, Inc.
AquaSource/AU, Inc.
AquaSource/CB, Inc.
AquaSource/DWC, Inc.
AquaSource/GWS, Inc.
AquaSource/HCUC, Inc.
AquaSource/HCUW, Inc.
AquaSource/IWS, Inc.
AquaSource/MMS, Inc.
AquaSource/S&B, Inc.
Britmore Utility, Inc.
Buffalo Creek Utility, Inc.
Creekside Utilities, Inc.
Lakeside Utilities, Inc.
Sandy Creek Utilities, Inc.
Peek Road Utilities, Inc.
Redwood Utilities, Inc.
Rivercrest Water Systems, Inc.
Suburban Austin Water Systems, Inc.
The Reynolds Group, Inc.
Hendricks County Wastewater, LLC
Country View Sewage Plant Inc.
Chimney Wood Sewage Works, Inc.
Wastewater One, LLC
Water One, Inc.
Wildwood Shores Utilities Corp.
Wymberley Sanitary Works, Inc.
Woodcreek Utilities, Inc.

6. The purchase of the stock of Crystal River Utilities, Inc. is a cash transaction financed by capital from its parent, DQE, Inc.

7. The transfer is in the public interest because they are no longer interested in continuing to own and operate the utility systems. AquaSource Utility, Inc. is in the business of owning and operating water and wastewater utility systems. AquaSource Utility, Inc. enjoys an excellent reputation with the Texas regulatory agencies where most of its systems are located, and has the financial resources to make necessary future improvements to the utility systems.

8. Although AquaSource is a relatively new organization, its experienced staff has been providing operation, maintenance and management services for municipal and private water utilities for more than 25 years. It is constantly expanding its technical capabilities and are implementing improved quality control, maintenance management, and training and safety programs. These improvements provide direct tangible benefits to utilities owned and operated by AquaSource and municipal utilities served by AquaSource. It currently operates water and wastewater systems serving approximately 125,000 customers.

9. As a subsidiary of DQE, Inc., AquaSource has the financial capability to acquire, operate and maintain water and wastewater utilities. All acquisitions are funded through direct capital contributions from DQE. See Exhibit "A" attached hereto. Operations and maintenance requirements are funded internally from

generated cash flows. Operational deficiencies are funded through capital contributions from DQE. DQE, Inc., the funded parent of Duquesne Light Company, has assets of more than \$4.6 billion and annual revenues in excess of \$1.2 billion.

10. AquaSource Utility, Inc. will fulfill the commitment, obligations and representation of Crystal River Utilities, Inc. with regard to utility matters.

11. Entities providing funding to the Buyer and the manner and amount of such funding is discussed in paragraph 6 above.

12. After reasonable investigation by Buyer, the systems being acquired appears to be in satisfactory condition and in compliance with applicable standards set by the DEP.

13. Evidence that the utility owns the land upon which the utility treatment facilities are located is attached hereto as Exhibit "B".

14. Revised tariffs reflecting the change in the issuing officer are attached hereto as Exhibit "C".

15. Water Certificate 123-W of Seller is attached for appropriate update. Sellers do not have original certificates for Certificate Numbers 396-W, 507-W, 441-S, 53-W, 594-W and 510-S.

16. An Affidavit that the actual notice of the application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "D".

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF LEON

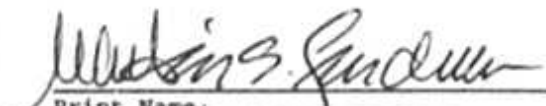
I, Michael J. Miller, do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

FURTHER AFFIANT SAYETH NAUGHT.



Michael J. Miller
Vice-President

Sworn to and subscribed before me this 2nd day of November, 1998, by Michael J. Miller, who is personally known to me or who provided _____ as identification.



Print Name: _____
NOTARY PUBLIC
My Commission Expires:



Martin S. Friedman
MY COMMISSION # 00547943 EXPIRES
August 18, 2000
BONDED THRU TROY FARM INSURANCE, INC.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application for Transfer)
of Majority Organizational Control)
of Crystal River Utilities, Inc.)
in Alachua County, Florida to)
AquaSource Utility, Inc.)

DEPOSIT DATE
D028 NOV 03 1998
DOCKET NO. 981508-WIS

APPLICATION FOR APPROVAL OF CHANGE
IN MAJORITY ORGANIZATIONAL CONTROL

AQUASOURCE UTILITY, INC., by and through its undersigned attorneys and pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037(3), Florida Administrative Code, hereby makes application for approval of the transfer of majority organizational control of Crystal River Utilities, Inc. which holds Certificates 123-W, 396-W, 507-W, 441-S, 53-W, 594-W and 510-S, and in support thereof states:

- 1. The name and address of the Sellers are:

Richard Bowles
Robert Sterling, III
Post Office Box 520247
Longwood, FL 32752-0247

- 2. The name and address of the Buyer is:

AquaSource Utility, Inc.
16810 Barker Springs, Suite B 215

ROSE, SUNDSTROM & BENTLEY, LLP
OPERATING ACCOUNT
PH 877-6555
2548 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FL 32301

20663

DATE November 2, 1998

PAY TO THE ORDER OF Florida Public Service Commission

\$ 2,250.00

Two Thousand Two Hundred Fifty and 00/100

DOLLARS



Wanda Gunde
Lyndee Green

FOR

FLORIDA PUBLIC SERVICE COMMISSION

**Certificate Number
123 - W**

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

CRYSTAL RIVER UTILITIES, INC.

Whose principal address is:

Post Office Box 528247
Longwood, Florida 32752 (Lake County)

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

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

| | | | |
|-------|--------------------|--------|-----------|
| ORDER | PSC-96-1409-FOF-WU | DOCKET | 960716-WU |
| ORDER | PSC-97-0375-FOF-WU | DOCKET | 960793-WU |
| ORDER | | DOCKET | |
| ORDER | | DOCKET | |
| ORDER | | DOCKET | |

**BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION**



Blair S. Bayne
Director
Division of Records and Reporting

DQE

411 Seventh Avenue
P.O. Box 1930
Mail Drop 15-DQE-2
Pittsburgh, PA 15230-1930

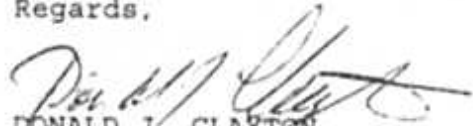
October 30, 1998

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

Dear Ladies and Gentlemen:

This letter is part of a filing by AquaSource Utility, Inc. regarding the acquisition of a water and/or sewer company in the State of Florida. AquaSource is a wholly owned subsidiary of DQE, Inc. DQE is listed on the New York Stock Exchange and has a market value in excess of \$2 billion. DQE currently intends to continue to make substantial investments in AquaSource with a goal of providing the company with the financial stability required to maintain its utility systems in accordance with FPSC standards.

Regards,



DONALD J. CLAYTON
Vice President and Treasurer

EXHIBIT "A"

COMPOSITE EXHIBIT "B"

907334

RECORDED
COUNTY CLERK
FLORIDA

96 MAY 17 PM 2 37

HB

Castle Lake

This Instrument Prepared By and
Return To:
JESSE E. GRAHAM, ESQ/da
Graham, Clark, Jones, Pratt & Marks
369 N. New York Avenue
Winter Park, Florida 32790 *(a) R*

Property Tax Parcel
ID Numbers: _____

13-888-7
JDU

**THIS WARRANTY DEED, made this 30th day of April, 1996 by
LANDS INCORPORATED OF RHINELANDER, a Wisconsin corporation**

whose post office address is:
5126 South Galvin Tr.
Floral City, Florida 34436

hereinafter called the Grantor, to
CRYSTAL RIVER UTILITIES, INC., a Florida corporation

whose post office address is:
P. O. Box 520247
Longwood, Florida 32752

hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee"
include all the parties to this instrument and the heirs, legal
representatives and assigns of individuals, and the successors and
assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the
sum of \$10.00 and other valuable considerations, receipt whereof is
hereby acknowledged, hereby grants, bargains, sells, aliens,
remises, releases, conveys and confirms unto the Grantee, all that
certain land situate in Citrus County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all the tenements, hereditaments and
appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the
Grantor is lawfully seized of said land in fee simple; that the
Grantor has good right and lawful authority to sell and convey said
land; that the Grantor hereby fully warrants the title to said land

EX 1132 PG 2010

R

and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to January 1, 1996, and covenants, restrictions, agreements, reservations and easements of record, if any, however this reference does not serve to reimpose same.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESS:

LANDS INCORPORATED OF RHINELANDER, a Wisconsin corporation

Nora Fields

Print Name: Nora Fields

Cynthia Harris

Print Name: Cynthia Harris

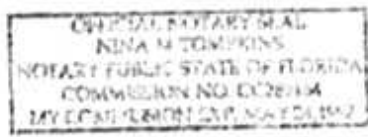
BY: Florence Fox
Florence Fox

As its: President

STATE OF FLORIDA
COUNTY OF ORANGE citizens

The foregoing instrument was acknowledged before me this 1st day of April 1996 by Florence Fox, as President of LANDS INCORPORATED OF RHINELANDER, a Wisconsin corporation, who is (a) personally known to me or (b) _____ has produced _____ as identification.

Nina M. Tompkins
Notary Public
Print Name: NINA M. TOMPKINS
My Commission Expires:



\\donna\crystal\castlelk\deed

Documentary Tax Paid
\$ 3.50
Intangible Tax Paid
\$ _____
Betty Strifler,
Clerk of Circuit Court,
Citrus County, Florida
By: JB D.C.

BK 1132 PG 2012

EXHIBIT "A"

Legal Description

Begin at the Northwesterly corner of Lot 1, Block 1, of CASTLE LAKE PARK as recorded in Plat Book 11, Page 149, Public Records of Citrus County, Florida, said point being on the Easterly right-of-way line of F Street as shown on said plat of CASTLE LAKE PARK; thence N 14 deg. 19'20" E, along said Easterly right-of-way line a distance of 150.06 feet, to the Southerly right-of-way line of said F Street; thence S 89 deg. 28'38" E, along said right-of-way line, a distance of 172.61 feet, to the West right-of-way line of First Avenue as shown on said plat of CASTLE LAKE PARK; thence S 00 deg. 55'08" W, along said West right-of-way line, a distance of 145.73 feet, to the Northeast corner of said Lot 1, Block 1 of CASTLE LAKE PARK; thence N 89 deg. 28'38" W, along the North line of said Lot 1, a distance of 207.39 feet, to the point of beginning; containing 0.64 acres of land, more or less.

15-122
13. 44 Del

This Instrument Prepared By and
Return To:
JESSE E. GRAHAM, ESQ/gsc
Graham, Clark, Jones, Pratt & Marks
369 N. New York Avenue
Winter Park, Florida 32790

5

REC'D
J.E.
F.C.

5 MAR 21 PM 2 04

FILED
COUNTY CLERK
FLORIDA

898224

Property Tax Parcel
ID Numbers: Parcel 1: 22-19-17-0110-03490-0100
Parcel 2: 36-19-17-0210-00420-0090
Parcel 3: 25-19-17-1D0B0-0011

MEADOWS
KENWOOD NORTH
W. CITRUS

THIS WARRANTY DEED, made this 7th day of March, 1996 by

SEVEN RIVERS UTILITIES, INC., a Florida corporation

whose post office address is:

P. O. Box 26572
Tampa, Florida 33623

hereinafter called the Grantor, to

CRYSTAL RIVER UTILITIES, INC., a Florida corporation

whose post office address is:

P. O. Box 520247
Longwood, Florida 32752

hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Citrus County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said

BK 1123PG0539

land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to January 1, 1996, and covenants, restrictions, agreements, reservations and easements of record, if any, however this reference does not serve to reimpose same.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESS:

SEVEN RIVERS UTILITIES, INC., a Florida corporation

Deanna H. Haylman

Print Name: Deanna H. Haylman

Christina N. Rubie

Print Name: Christina N. Rubie

BY: John H. Hotaling
John H. Hotaling

As its: **PRESIDENT**

ADDRESS: P.O. BOX 26572
TAMPA, FLORIDA 33623

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7th day of March, 1996 by JOHN H. HOTALING, as PRESIDENT of SEVEN RIVERS UTILITIES, INC., a Florida corporation, who is (a) personally known to me or (b) _____ has produced _____ as identification.

Nanette J. Slusher
Notary Public
Print Name: NANETTE J. SLUSHER
My Commission Expires:



\\gyle\crystal\citrus.ded

Documentary Tax Paid
\$ 33.60
Intangible Tax Paid
\$ - 0 -
City Sealer:
Clerk of Circuit Court,
Citrus County, Florida
By: C. A. Badley D.C.

BK 7120

EXHIBIT "A"

PARCEL 1

Lot 10 in Block 349 of VILLA TERRACE UNIT NUMBER ELEVEN OF HOMOSASSA, according to the plat thereof, recorded in Plat Book 1, Page 52 of the Public Records of Citrus County, Florida. TOGETHER with the SUBJECT to covenants, easements and restrictions of record.

PARCEL 2

Parcel 9 in Lot 42 of GREEN ACRES ADDITION NUMBER ONE, being further described as follows:

COMMENCE at the Northeast corner of Lot 42 in GREEN ACRES ADDITION NUMBER ONE, according to the plat thereof, recorded in Plat Book 5, Pages 6 and 7 of the Public Records of Citrus County, Florida; THENCE S00°15'11"W along the East line of said Lot 42 a distance of 258.34 feet to the POINT OF BEGINNING; THENCE continue S00°15'11" along said East line a distance of 160.00 feet; THENCE S88°40'26"W a distance of 168.32 feet; THENCE N00°14'49"E a distance of 160.00 feet; THENCE N88°40'26"E a distance of 168.35 feet to the POINT OF BEGINNING.

SUBJECT to an ingress and egress easement across the West 10.00 feet thereof for road right-of-way.

TOGETHER with and SUBJECT to covenants, easements and restrictions of record.

PARCEL 3

A parcel of land in Section 25, Township 19 South, Range 17 East, Citrus County, Florida comprised of the North 56.00 feet of the West 40.00 feet of Lot 1 in Block B of KENWOOD NORTH, an unrecorded subdivision, being more particularly described as follows:

COMMENCE at the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 19 South, Range 17 East, said corner also being the Southeast corner of Lot 257 of Green Acres Addition Number 6 Unit Number 2, according to the plat thereof, recorded in Plat Book 7, Pages 70 thru 72, inclusive, of the Public Records of Citrus County, Florida; THENCE N00°25'47"W along the West line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 25 a distance of 1232.98 feet to the POINT OF BEGINNING; THENCE continue N00°25'47"W along said West line a distance of 56.00 feet to the Southerly right-of-way line of Grover Cleveland Boulevard; THENCE S89°58'00"E along said right-of-way line a distance of 40.00 feet; THENCE 00°25'47"E a distance of 56.00 feet; THENCE N89°53'42"W a distance of 40.00 feet to the POINT OF BEGINNING.

TOGETHER with and SUBJECT to covenants, easements and restrictions of record.

24.90000
9740

THE WOODS

This Instrument Prepared By and
Return To:
JESSE E. GRAHAM, ESQ/gsc
Graham, Clark, Jones, Pratt & Marks
369 N. New York Avenue
Winter Park, Florida 32790

SARA H. MASON
CLERK OF CIRCUIT COURT
BY *Sara H. Mason* J.C.

'96 MAR 12 PM 11 53

RECORDED IN
PUBLIC RECORDS
SUMTER COUNTY, FLA.

292870

Property Tax Parcel
ID Numbers: Parcel 1: 12-22-21 R23C337
Parcel 2: 12-22-21-R12-042

THIS WARRANTY DEED, made this 7th day of March, 1996 by
SUMTER WATER COMPANY, INC., a Florida corporation

whose post office address is:

P. O. Box 26572
Tampa, Florida 33623

hereinafter called the Grantor, to

CRYSTAL RIVER UTILITIES, INC., a Florida corporation

whose post office address is:

P. O. Box 520247
Longwood, Florida 32752

hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Sumter County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land

22.40
12th Mar 96
Sara H. Mason

EXHIBIT "A"**WATER TREATMENT PLANT AND WELL LOT** described as:

That certain lot in Phase One of THE WOODS SUBDIVISION as per plat thereof recorded in Plat Book 4, Pages 2 and 3, Public Records of Sumter County, Florida, known as the "Water Treatment Plant and Well Lot". Located in Block "D" thereof. South of Lot 31, North of Lot 30 and West of Lot 6.

SEWAGE TREATMENT SITE described as:

The South 150 feet of the North 350 feet of the West 300 feet of the S $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, Township 22 South, Range 21 East; said property being a portion of a subdivision known as THE WOODS located in Sumter County, Florida.

TOGETHER with an ingress-egress and service easement over and across the South 50 feet of the North 200 feet of the West 488.82 feet of the S $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, Township 22 South, Range 21 East, said easement being an extension of Walnut Road as now located.

REC 13.00
TR 2.00
MORT DOC
DEED DOC 14.00
INT
JAMES C. WATKINS, CLERK LAKE CO FL

This Instrument Prepared By and
Return To
JESSE E. GRAHAM, JR., ESQ.
Graham, Clark, Jones, Builder, Pratt & Marks
369 N. New York Avenue
Winter Park, Florida 32790

BY JM D.C.
O.S. 1485 PAGE 1370

Property Tax Parcel
ID Number: 0220240400-000-025000
Key Number: 1372780

RAVENSWOOD

THIS WARRANTY DEED, made this 2nd day of December, 1996 by
THEODORE S. JANSEN and MARILYN L. JANSEN, husband and wife

whose post office address is:

723 E. Main Street
Leesburg, Florida 34748

hereinafter called the Grantor, to

CRYSTAL RIVER UTILITIES, INC., a Florida corporation

whose post office address is:

P. O. Box 520247
Longwood, Florida 32752

hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Lake County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the

RECORDED
RECORD VERIFIED
Dec 24 9 59 AM '96
CLERK OF CIRCUIT COURT

Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to January 1, 1997, and covenants, restrictions, agreements, reservations and easements of record, if any, however this reference does not serve to reimpose same.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESS:

Dolores Powlus
Print Name: DOLORES POWLUS

Theodore S. Jansen (LS)
Theodore S. Jansen

Rawson E. Davis
Print Name: RAWSON E. DAVIS

Marilyn L. Jansen (LS)
Marilyn L. Jansen

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 10th day of December, 1996 by Theodore S. Jansen and Marilyn S. Jansen, who are (a) X personally known to me or (b) _____ have produced _____ as identification.

Dolores Powlus
Notary Public
Print Name: DOLORES POWLUS
My Commission Expires:

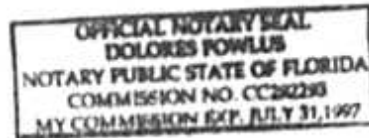


EXHIBIT "A"

Legal Description

Lot 25 of Ravenswood Park Subdivision, according to the plat thereof as recorded in Plat Book 17, Page 42, Public Records of Lake County, Florida. LESS that part of Lot 25 described as follows: Begin at the most Northwesterly corner of said Lot 25 and run N56°52'00"E along the Northerly line of Lot 25 a distance of 136.26 feet to the most Northeasterly corner of said Lot 25; thence S25°27'20"E along the Easterly line of said Lot 25 a distance of 100.90 feet; thence S56°52'00"W parallel with the Northerly line of Lot 25 a distance of 112.35 feet to a point on the Westerly line of Lot 25; thence Northerly along said Westerly line of Lot 25 a distance of 100.71 feet to the Point of Beginning.

J.S.J.

and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to January 1, 1996, and covenants, restrictions, agreements, reservations and easements of record, if any, however this reference does not serve to reimpose same.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

WITNESS:

ROSALIE OAKS UTILITY CORPORATION, a Florida corporation

Walter H. Kessler

Print Name: WALTER H. KESSLER

John M. Palios

Print Name: JOHN M. PALIOS

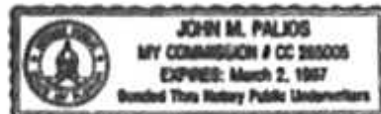
BY: Richard K. Wittcoff

As its: President

STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of October, 1996 by Richard K. Wittcoff, as President of ROSALIE OAKS UTILITY CORPORATION, a Florida corporation, who is (a) X personally known to me or (b) _____ as identification.

John M. Palios
Notary Public
Print Name: JOHN M. PALIOS
My Commission Expires:



5
3999-5

Prepared by and return to:
Jesse E. Graham, Jr., Esq./da
Graham, Clark, Jones, Bulder, Pratt & Marks
369 North New York Avenue
Winter Park, Florida 32790

Documentary Tax Paid
\$ 21.00
Intangible Tax Paid
\$ - 0 -
Betty Striffler,
Clerk of Circuit Court,
Citrus County, Florida
By: C. Bailey D.C.

Orange Co FL 5625950
05/22/96 09:54:14am
OR Bk 5062 Pg 1545
Rec 15.00

PINE VALLEY

GRAHAM, CLARK, JONES, BULDER, PRATT & MARKS / JDW

GRANT OF EASEMENT

THIS INDENTURE made and entered into on this 26th day of April, 1996, by and between **DEMETREE INDUSTRIES, INC.**, a Florida corporation, whose address is 3348 Edgewater Drive, Orlando, Florida 32804, (hereinafter referred to as the "Grantor") and **CRYSTAL RIVER UTILITIES, INC.**, a Florida corporation, whose address is P.O. Box 520247, Longwood, Florida 32707, (hereinafter referred to as the "Grantee");

WHEREAS, the Grantor is seized in fee simple and in possession of lands lying in Citrus County, Florida, and that particular portion of it described below, and

WHEREAS, Grantee is in need of acquiring an easement over property owned by Grantor for purposes of having access to a water treatment and distribution system located on Grantor's property;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in pursuance of this agreement and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is 2acknowledged, Grantor grants unto Grantee, its heirs and assigns, a right-of-way easement for purposes of ingress and egress over and along the following described property: See attached Schedule "A".

TO HAVE AND TO HOLD said easement hereby granted unto the Grantee, its heirs and assigns.


It is specifically understood that the easement is given upon the express understanding and condition that Grantee, its licensees, invitees, successors and assigns will at all times have free and unobstructed access across the above-described property, and upon the further condition that Grantor shall not erect or construct any obstacle, fence or other barrier which would inhibit or prevent free and unencumbered use of the above-described property.

BK 139 PG 2008

IN WITNESS WHEREOF, Grantor has set its hand and seal on the day and year first above written.

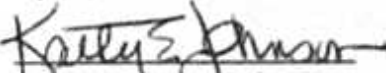
Signed, sealed and delivered

**DEMETREE INDUSTRIES, INC.,
a Florida corporation, Grantor**



RON G. MEERS

By: William C. Demetree
William C. Demetree



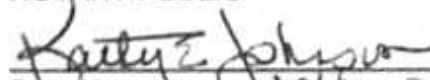
KATHY E. JOHNSON

As Its: **President**

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this ^{14th} ~~26th~~ day of ^{May} ~~April~~, 1996 by William C. Demetree, as President of DEMETREE INDUSTRIES, INC., a Florida corporation, on behalf of the corporation. He is (a) personally known to me or (b) has produced _____ as identification.

NOTARY PUBLIC



Print Name: KATHY E. JOHNSON
MY COMMISSION EXPIRES:

KATHY E. JOHNSON
Notary Public, State of Florida
My Comm. Expires March 21, 1998
Comm. No. CC357964

BK 1139PC2009

97 25066

APR 15 1997

FBI 1700 RECEIPT FOR
 TF 250 FISCAL TAXES
 MORTG DOC: 0
 DEED DOC: 105.00
 BY JAMES G. WATKINS, CLERK LAKE CO. FL
 D.C.

Prepared by/Return to:
 Jesse E. Graham, Jr/dm
 Graham, Clark, Jones, Builder, Pratt & Marks
 369 N. New York Avenue
 Winter Park, Florida 32790

HAINES CREEK

GRANT OF EASEMENT

THIS INDENTURE made and entered into on this 15th day of April, 1997, by and between **BOB GRUNO, an unremarried widower**, whose address is 34934 Haines Creek Road, Leesburg, Florida 34788, (hereinafter referred to as the "Grantor") and **CRYSTAL RIVER UTILITIES, INC., a Florida corporation**, whose address is P.O. Box 520247, Longwood, Florida 32752-0247, (hereinafter referred to as the "Grantee");

WHEREAS, the Grantor is seized in fee simple and in possession of lands lying in Lake County, Florida, and that particular portion of it described below, and

WHEREAS, Grantee is in need of acquiring an easement over property owned by Grantor for purposes of having access to a water treatment and distribution system located on Grantor's property;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in pursuance of this agreement and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor grants unto Grantee, its heirs and assigns, the following:

(i) a temporary non-exclusive right-of-way easement for purposes of ingress and egress over and along Easement "A" as more particularly described on Exhibit 1 attached hereto and incorporated herein. The easement granted by this subpart shall expire by its own terms, and without the requirement of further action by either Grantor or Grantee, at 5:00 p.m., April 30, 1997.

(ii) an exclusive right-of-way easement for purposes of ingress and egress over and along Easement "B" as more particularly described on Exhibit 1 attached hereto and incorporated herein; and

TO HAVE AND TO HOLD said easement hereby granted unto the Grantee, its heirs and assigns.

It is specifically understood that the easement is given upon the express understanding and condition that Grantee, its licensees, invitees, successors and assigns will at all times have free and unobstructed access across the above-described property, and upon the further condition that Grantor shall not erect or construct any obstacle, fence or other barrier which would inhibit or prevent free and unencumbered use of the above-described property.

IN WITNESS WHEREOF, Grantor has set his hand and seal on the day and year first above written.

Signed, sealed and delivered

Jesse E. Graham, Jr.

Bob Gruno

111

EXHIBIT 1

LEGAL DESCRIPTION

Lot 1, HAINES CREEK MOBILE HOMESITES, according to the Plat thereof as recorded in Plat Book 15, Page 18, Public Records of Lake County, Florida.

Easement "A":

Begin at the Southwest corner of Lot 1, HAINES CREEK MOBILE HOMESITES, according to the Plat thereof as recorded in Plat Book 15, Page 18, Public Records of Lake County, Florida, run thence North 0 degrees 00'00" East along the West Line of said Lot 1, a distance of 27.03 feet; thence South 86 degrees 30'21" East 35.16 feet; thence North 0 degrees 57'40" East 27.02 feet; thence South 87 degrees 58'08" East 12.29 feet; thence North 89 degrees 25'53" East 27.91 feet to a point on the East line of said Lot 1, thence South 0 degrees 00'00" West along said East line 52 feet to the Southeast corner of said Lot 1, thence North 89 degrees 48'23" West along the South line of said Lot 1, 74.83 feet to the Point of Beginning.

Easement "B":

From the Southwest corner of Lot 1, HAINES CREEK MOBILE HOMESITES, according to the Plat thereof as recorded in Plat Book 15, Page 18, Public Records of Lake County, Florida, run thence North 0 degrees 00'00" East along the West line of said Lot 1, a distance of 27.03 feet for a Point of Beginning; thence South 86 degrees 30'21" East 35.16 feet; thence North 0 degrees 57'40" East 27.02 feet; thence South 87 degrees 58'08" East 12.29 feet; thence North 89 degrees 25'53" East 27.91 feet to a point on the East line of said Lot 1, thence North 0 degrees 00'00" East along said East line 23.00 feet to the Northeast corner of said Lot 1, thence South 65 degrees 05'32" West along the North line of said Lot 1, 82.50 feet to the Northwest corner of said Lot 1, thence South 0 degrees 00'00" West along aforesaid West line of Lot 1, a distance of 12.97 feet to the Point of Beginning.

E HAINES CREEK RD

2 Durden, L.S. 303569-2542
 FAX 303769-1988

Hard Durden Surveyor, Inc.

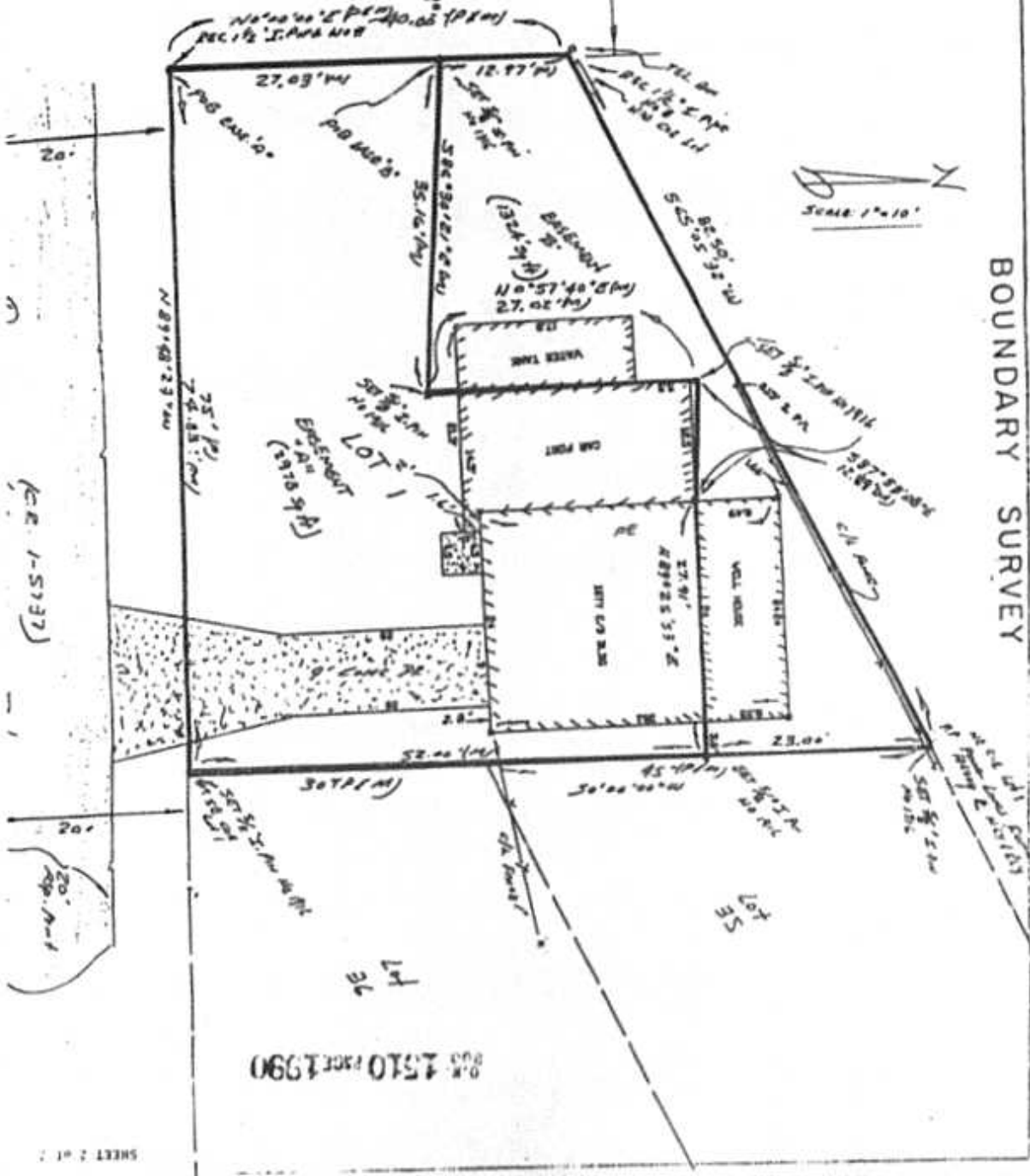
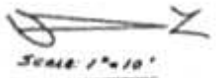
planned surveyors

At Lynn P.O. Box 1245
 FL 32778 Tallahassee, FL 32378-1245



CERTIFIED TO: Graham, Clark, Jones,
 Hollister, Frost & Smith/Intermap,
 Title Insurance Fund, Inc./
 Crystal River Utilities, Inc.
 DATE: APRIL 2, 1997
 SCALE: 1" = 10'
 DRAWN BY: S.D.
 JOB ORDER: 97-092
 FILE NO.: W-14999

BOUNDARY SURVEY



008 4510 PAGE 1990

EXHIBIT "C"

TARIFFS ARE LOCATED IN THE ORIGINAL APPLICATION

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared BRONWYN S. REVELL MODERAU, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for AquaSource Utility, Inc. and that on November 3, 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.

Bronwyn S. Revell Moderau
Bronwyn S. Revell Moderau

Sworn to and subscribed before me this 3rd day of November, 1998, by Bronwyn S. Revell Moderau, who is personally known to me.

Tonya M. Simpson
Print Name Tonya M. Simpson
NOTARY PUBLIC
My Commission Expires:

EXHIBIT "D"



Tonya M. Simpson
MY COMMISSION # CC75569 EXPIRES
April 13, 2002
BONDED THRU TRU FARM INSURANCE, INC.

LIST OF WATER AND WASTEWATER UTILITIES IN CITRUS COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

CITRUS COUNTY

| | |
|--|--|
| CINNAMON RIDGE UTILITIES, INC. (WU038) 6909 BEACH BLVD., LEISURE BEACH HUDSON, FL 34667-1995 | JAMES N. PAXTON (813) 863-2524 |
| CRYSTAL RIVER UTILITIES, INC. (WU764) P. O. BOX 520247 LONGWOOD, FL 32752-0247 | RICHARD BOWLES (407) 260-2214 |
| ELDORADO WATER SYSTEM (WU745) P. O. BOX 1345 HOMOSASSA SPRINGS, FL 34447-1345 | JOHN RADAKE (352) 628-7463 |
| FLORIDA WATER SERVICES CORPORATION (WS224) P. O. BOX 609520 ORLANDO, FL 32860-9520 | BRIAN P. ARMSTRONG (407) 880-0058 |
| FOREST HILLS WATER SYSTEM (WU735) P. O. BOX 3187 HOMOSASSA SPRINGS, FL 34447-3187 | BILLY G. BLACK (352) 795-6995 |
| HEIGHTS WATER COMPANY (WU104) 10230 EAST HIGHWAY 25 BELLEVIEW, FL 34420-5531 | JAMES H. HODGES (352) 347-8228 |
| INDIAN SPRINGS UTILITIES, INC. (SU562) 7655 W. GULF TO LAKE HIGHWAY, SUITE 14 CRYSTAL RIVER, FL 34429-7961 | JEFF SHRADE (352) 795-6986 |
| MEADOW WOOD (WU681) 1820 NORTH CHERRY TERRACE CRYSTAL RIVER, FL 34429-5547 | WANDA MCKEEVER (352) 795-6608 |
| MEADOWS UTILITY COMPANY, INC. (WS758) 1795 NORTH FLORIDA AVENUE HERNANDO, FL 34442-4422 | JERRY LAFORD (352) 860-2014 |
| ROLLING OAKS UTILITIES, INC. (WS205) P. O. BOX 641030 BEVERLY HILLS, FL 34464-1030 | DON PHILLIPS (352) 746-4291 |
| WELLAQUA CO. (WU726) P. O. BOX 2790 HOMOSASSA SPRINGS, FL 34447-2790 | JEROME C. SALMONS, JR. (352) 795-8765 |

LIST OF WATER AND WASTEWATER UTILITIES IN CITRUS COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CITY MANAGER, CITY OF INVERNESS
212 WEST MAIN STREET
INVERNESS, FL 34450-4801

CLERK, BOARD OF COUNTY COMMISSIONERS, CITRUS COUNTY
COUNTY COURTHOUSE
INVERNESS, FL 32650

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

MAYOR, CITY OF CRYSTAL RIVER
123 N. W. HIGHWAY 19
CRYSTAL RIVER, FL 32629-3930

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

WITHLACOOCHEE REG. PLANNING COUNCIL
1241 S.W. 10TH STREET
OCALA, FL 34474-2798

LIST OF WATER AND WASTEWATER UTILITIES IN CITRUS COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

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

NOTICE OF APPLICATION FOR A TRANSFER
OF MAJORITY ORGANIZATIONAL CONTROL
LEGAL NOTICE

Notice is hereby given on November 3, 1998, pursuant to Section 367.071, Florida Statutes, of the application for transfer of majority organizational control of Crystal River Utilities, Inc. to AquaSource Utilities, Inc. providing water utility service to the following described territory in Lake County, Florida:

Township 20 South, Range 24 East, Lake County, Florida.

Section 2: Commence at the Southwest corner of said Section 2; thence run North 792 feet along the west section line of said Section 2 for a Point of Beginning; thence run North along the west section line of said Section 2 739.69 feet; thence South 89 degrees 37 minutes 00 seconds East 313.77 feet; thence South 25 degrees 27 minutes 20 seconds East 820.89 feet; thence North 89 degrees 41 minutes 30 seconds West 666.60 feet to Point of Beginning.

Section 3: Commence at the southeast corner of said Section 3; thence run North 792 feet along the east section line of said Section 3 for a Point of Beginning; thence run North 89 degrees 45 minutes 00 seconds West 1043.23 feet; thence North 739.69 feet; thence South 89 degrees 45 minutes 00 seconds East 1043.23 feet; thence south 739.69 feet to Point of Beginning.

The following described lands located in portions of Sections 11 and 12, Township 19 South, Range 25 East, Lake County, Florida: In Section 11: Commence at the Northeast corner of said Section 11, for a Point of Beginning; thence South 89° 55' 30" West along the North line of the Northeast 1/4 of said Section, 142.86 feet to a point on the West right-of-way line of County Road No. 473, said point being 40 feet from the centerline of said county road; thence South 00° 07' 47" West along said West right-of-way line, 720.08 feet to the point of beginning; thence continue South 00° 07' 47" West along said West right-of-way line, 612.00 feet; thence departing said West right-of-way-line and run North 89° 56' 23" West; 660.00 feet; thence North 00° 07' 50" East, 183.67 feet; thence North 36° 22' 38" East, 501.98 feet; thence North 86° 18' 09" East, 364.00 feet to the point of beginning, containing 7.63 acres, more or less.

In Section 12: Commence at the Northwest corner of said Section 12 for a Point of Beginning; thence run East along said section line 825 feet to the East Boundary of Learn's Road; thence South 500 feet; thence West 200 feet; thence South 1390 feet to the North right-of-way line of Haines Creek Road; thence West along said right-of-way line 630 feet to the West section line of said Section 12; thence North along said section line 1870 feet to the Point of Beginning.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection should be mailed to the attorney for the applicant is Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2548 Blairstone Pines Drive, Tallahassee, FL 32301.

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
09/14/1996-11/12/1996

UTILITY NAME

MANAGER

LAKE COUNTY

BRENDENWOOD WATER SYSTEM (WJ020)
P. O. BOX 350294
GRAND ISLAND, FL 32735-0294

^T
PAUL E. DAY
(352) 357-9466

CENTURY ESTATES UTILITIES, INC. (WJ725)
325 SOUTH ORLANDO AVENUE
WINTER PARK, FL 32789-3660

JOSEPH LINARTAS
(407) 644-2804

CRYSTAL RIVER UTILITIES, INC. (WJ766)
P. O. BOX 520247
LONGWOOD, FL 32752-0247

RICHARD BOMLES
(407) 260-2214

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

BRIAN P. ARMSTRONG
(407) 880-0058

HARBOR HILLS UTILITIES, L.P. (WJ727)
6538 LAKE GRIFFIN ROAD
LADY LAKE, FL 32159-2900

R. S. HITCHESON
(352) 753-7000

J. SWIDERSKI UTILITIES, INC. (WS543)
9800 U.S. HIGHWAY 441, SUITE 102
LEESBURG, FL 34788-3918

JOE SWIDERSKI
(352) 326-8981

LAKE GROVES UTILITIES, INC. (WS641)
P. O. BOX 915505
LONGWOOD, FL 32791-5505

JERRY SALSANO
(407) 862-9688

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

EARL THIELE
(352) 326-4170

LAKE UTILITY SERVICES, INC. (WJ553)
200 WEATHERSFIELD AVENUE
ALAMONTE SPRINGS, FL 32714-4027

DON RASMUSSEN
(407) 869-1919

LAKE YALE UTILITY COMPANY (LAKE YALE CORPORATION D/B/A) (WS700)
11643 MARTEL COURT
LEESBURG, FL 34788-8103

LERDY K. NEW
(352) 483-1377

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

FRANK H. HAAS
(941) 646-2904

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

LAKE COUNTY (continued)

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

T
JIM C. BRANHAM
(352) 787-2944

RAINTREE UTILITIES, INC. (WU663)
37731 STATE ROAD 19
UMATILLA, FL 32784-9618

DON MONN
(904) 357-3767

ROUTE 19A NORTH JOINT VENTURE (CENTURY REALTY FUNDS/HASELT (WS577))
P. O. BOX 5252
LAKELAND, FL 33807-5252

RAYMOND MOATS
(941) 647-1581

SHANGRI-LA BY THE LAKE UTILITIES, INC. (WS728)
11654 LONG LAKE DRIVE
SPARTA, MI 49345

WILLIAM E. WERNER
(616) 887-8888

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

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

SUN COMMUNITIES FINANCE LIMITED PARTNERSHIP (WS755)
31700 MIDDLEBELT ROAD, SUITE 145
FARMINGTON HILLS, MI 48334

JOSE A. DIEZ-ARGUELLES
(850) 224-9634

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

RICHARD E. BAIR
(352) 787-4347

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

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

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

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

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

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

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

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

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

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

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

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

T

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

NOTICE OF APPLICATION FOR A TRANSFER
OF MAJORITY ORGANIZATIONAL CONTROL
LEGAL NOTICE

Notice is hereby given on November 3, 1998, pursuant to Section 367.071, Florida Statutes, of the application for transfer of majority organizational control of Crystal River Utilities, Inc. to AquaSource Utilities, Inc. providing water utility service to the following described territory in Palm Beach County, Florida:

In Township 44 South, Range 43 East

Section 32

That part of the East 1/2 lying East and South of the center line of Lake Osborne Drive.

Section 33

That part of the Northwest 1/4 of the Southwest 1/4 lying West of the West right-of-way of Seaboard Air Line Railway right-of-way; the South 330.11 feet of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 also lying West of the West right-of-way of Seaboard Air Line Railroad.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection should be mailed to the attorney for the applicant is Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2548 Blairstone Pines Drive, Tallahassee, FL 32301.

LIST OF WATER AND WASTEWATER UTILITIES IN PALM BEACH COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY
P. O. BOX 4036
WEST PALM BEACH, FL 33402-4036

DEP SOUTHEAST DISTRICT
400 NORTH CONGRESS AVENUE
WEST PALM BEACH, FL 33401

MAYOR, CITY OF ATLANTIS
260 ORANGE TREE DRIVE
ATLANTIS, FL 33462-1130

MAYOR, CITY OF BELLE GLADE
BELLE GLADE MUNICIPAL COMPLEX
BELLE GLADE, FL 33430

MAYOR, CITY OF BOCA RATON
201 WEST PALMETTO PARK ROAD
BOCA RATON, FL 33432-3730

MAYOR, CITY OF BOYNTON BEACH
P. O. BOX 310
BOYNTON BEACH, FL 33425-0310

MAYOR, CITY OF BRINY BREEZES
5000 NORTH OCEAN BLVD.
BOYNTON BEACH, FL 33435-7386

MAYOR, CITY OF DELRAY BEACH
100 N. W. 1ST AVENUE
DELRAY BEACH, FL 33444-2612

MAYOR, CITY OF GREENACRES CITY
5985 - 10TH AVENUE NORTH
GREENACRES, CITY, FL 33463

LIST OF WATER AND WASTEWATER UTILITIES IN PALM BEACH COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

MAYOR, TOWN OF GOLFVIEW
9 HAZZARD STREET
WEST PALM BEACH, FL 33406-1317

MAYOR, TOWN OF GULF STREAM
246 SEA ROAD
GULFSTREAM, FL 33483-7453

MAYOR, TOWN OF HAVERHILL
4585 CHARLOTTE STREET
WEST PALM BEACH, FL 33417-5911

MAYOR, TOWN OF HIGHLAND BEACH
3614 SOUTH OCEAN BLVD.
HIGHLAND BEACH, FL 33487-3326

MAYOR, TOWN OF HYPOLUXO
7580 SOUTH FEDERAL HIGHWAY
HYPOLUXO, FL 33462-6034

MAYOR, TOWN OF JUNO BEACH
340 OCEAN DRIVE
JUNO BEACH, FL 33408-2099

MAYOR, TOWN OF JUPITER
210 MILITARY TRAIL
JUPITER, FL 33458-5784

MAYOR, TOWN OF LAKE CLARK SHORES
1701 BARBADOS ROAD
WEST PALM BEACH, FL 33406-6728

MAYOR, TOWN OF LANTANA
500 GREYNOLDS CIRCLE
LANTANA, FL 33462-4594

LIST OF WATER AND WASTEWATER UTILITIES IN PALM BEACH COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

MAYOR, TOWN OF MANALAPAN
600 SOUTH OCEAN BLVD.
MANALAPAN, FL 33462-3398

T

MAYOR, TOWN OF MANGONIA PARK
1755 EAST TIFFANY DRIVE
WEST PALM BEACH, FL 33407-3224

MAYOR, TOWN OF OCEAN RIDGE
6450 NORTH OCEAN BLVD.
OCEAN RIDGE, FL 33435-5216

MAYOR, TOWN OF PALM BEACH SHORES
247 EDWARDS LANE
PALM BEACH SHORES, FL 33404-5792

MAYOR, TOWN OF SOUTH PALM BEACH
3577 SOUTH OCEAN BLVD.
SOUTH PALM BEACH, FL 33480-5706

MAYOR, VILLAGE OF GOLF
21 COUNTY ROAD
GOLF, FL 33436-5606

MAYOR, VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY 1
NORTH PALM BEACH, FL 33408-4906

MAYOR, VILLAGE OF PALM SPRINGS
226 CYPRESS LANE
PALM SPRINGS, FL 33461-1604

MAYOR, VILLAGE OF WELLINGTON
14000 GREENBRIAR BLVD.
WELLINGTON, FL 33414-7699

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

POLK COUNTY

| | |
|--|---|
| ABCA, INC. (SU802) 214 NORTH HOGAN STREET, 6TH FLOOR JACKSONVILLE, FL 32202-4228 | FRANK D. TUCKER, JR. (904) 361-1470 |
| ALTURAS WATER WORKS (WJ774) P. O. BOX 257 ALTURAS, FL 33820-0257 | MICHAEL B. REGISTER (941) 537-1418 |
| CRYSTAL RIVER UTILITIES, INC. (WS772) P. O. BOX 520247 LONGWOOD, FL 32752-0247 | RICHARD BOWLES (407) 260-2214 |
| CYPRESS LAKES UTILITIES, INC. (WS800) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099 | CARL J. WENZ (407) 869-1919 |
| FLORIDA WATER SERVICES CORPORATION (WS765) P. O. BOX 609520 ORLANDO, FL 32860-9520 | BRIAN P. ARMSTRONG (407) 880-0058 |
| GARDEN GROVE WATER COMPANY, INC. (WS780) 3601 CYPRESS GARDENS ROAD WINTER HAVEN, FL 33884-2426 | JOHN G. WOOD, JR. (941) 324-9663 |
| GRENELEFE UTILITIES (SPORTS SHINKO UTILITY, INC. D/B/A) (WS776) 3200 STATE ROAD 546 GRENELEFE, FL 33844-9732 | CHARLES EDGE (941) 421-5037 |
| KEEN SALES & RENTALS, INC. (WJ771) 685 DYSON ROAD HAINES CITY, FL 33844-8587 | JAMES RAY KEEN (941) 421-6827 |
| LAKE AND GOLF ESTATES (WS805) 534 SOMERSET DRIVE AUBURNDALE, FL 33823-9570 | ROBERT W. ARNOLD, SR. (941) 965-9549 |
| LAKE WALES UTILITY CO., LTD. (LAKE HAVEN UTILITY ASSOCIATI (WS786) P. O. BOX 9076 FEDHAVEN, FL 33854-9076 | DAVID K. PEARCE (941) 696-1128 |
| MOUNTAIN LAKE CORPORATION (WJ791) P. O. BOX 832 LAKE WALES, FL 33859-0832 | ROBERT E. MARTIN (941) 676-3494 |

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

POLK COUNTY (continued)

| | |
|---|--|
| ORCHID SPRINGS DEVELOPMENT CORPORATION (MS789) 710 OVERLOOK DRIVE WINTER HAVEN, FL 33884-1669 | CAROL C. RHINEHART (941) 324-3698 |
| PARK WATER COMPANY INC. (WJ776) 25 FIRST AVENUE, NORTH LAKE WALES, FL 33853-8761 | KEVIN EGAN (941) 638-1285 |
| PINECREST RANCHES, INC. (WJ779) P. O. BOX 192 WINTER HAVEN, FL 33882-0192 | JAMES O. VAUGHN (941) 299-6651 |
| POINCIANA UTILITIES INC. (WS194) 4837 SWIFT ROAD, SUITE 100 SARASOTA, FL 34231-5157 | LARRY GOOD (407) 933-5514 |
| SKYVIEW UTILITIES RECEIVERSHIP (MS794) P. O. BOX 2039 HAINES CITY, FL 33845-2039 | ANDREW R. REILLY (941) 422-5978 |
| SUNRISE WATER COMPANY, INC. (WJ778) P. O. BOX 2397 WINTER PARK, FL 32790-2397 | MACAULY WHITING, JR. (407) 628-8900 |
| TROPICAL MOBILE HOME PARK (WS806) 118 VILLAGE ROAD WINTER HAVEN, FL 33880-6144 | DON GUGEL (941) 318-9300 |
| VILLAGE WATER, LTD. (WS769) P. O. BOX 2211 LAKELAND, FL 33806-2211 | JERARD A. KENT (941) 665-8242 |

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

MAYOR, CITY OF FT. MEADE
P. O. BOX 856
FT. MEADE, FL 33841-0856

MAYOR, CITY OF HAINES CITY
P. O. BOX 1507
HAINES CITY, FL 33845-1507

MAYOR, CITY OF LAKE ALFRED
120 EAST POMERO STREET
LAKE ALFRED, FL 33850-2136

MAYOR, CITY OF LAKE WALES
P. O. BOX 1320
LAKE WALES, FL 33859-1320

MAYOR, CITY OF LAKELAND
228 SOUTH MASSACHUSETTS AVENUE
LAKELAND, FL 33801-5086

MAYOR, CITY OF MULBERRY
P. O. BOX 707
MULBERRY, FL 33860-0707

MAYOR, CITY OF WINTER HAVEN
P. O. BOX 2277
WINTER HAVEN, FL 33883-2277

MAYOR, TOWN OF DUNDEE
P. O. BOX 1000
DUNDEE, FL 33838-1000

MAYOR, TOWN OF HILLOREST HEIGHTS
151 SCENIC HIGHWAY, N.
P. O. BOX 129
BABSON PARK, FL 33827-0127

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

MAYOR, TOWN OF LAKE HAMILTON
P. O. BOX 126
LAKE HAMILTON, FL 33851-0126

MAYOR, TOWN OF POLK CITY
P. O. BOX 1139
POLK CITY, FL 33868-1139

MAYOR, VILLAGE OF HIGHLAND PARK
1337 NORTH HIGHLAND PARK
LAKE WALES, FL 33853-7422

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

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 OF WATER AND WASTEWATER UTILITIES IN SUMTER COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

SUMTER COUNTY

CONTINENTAL UTILITY, INC. (WS606)
50 CONTINENTAL BLVD.
WILDMOOD, FL 34785-8147

BOB HUNT^T
(352) 748-0100

CRYSTAL RIVER UTILITIES, INC. (WS768)
P. O. BOX 520247
LONGWOOD, FL 32752-0247

RICHARD BOWLES
(407) 260-2214

LITTLE SUMTER UTILITY COMPANY (WS762)
1100 MAIN STREET
LADY LAKE, FL 32159-7719

H. GARY MORSE

MAGNOLIA MANOR WATER WORKS (WU547)
CRYSTAL RIVER UTILITIES
P. O. BOX 520247
LONGWOOD, FL 32752-0247

RICHARD BOWLES
(404) 260-2214

SPRUCE CREEK SOUTH UTILITIES, INC. (SU653)
8501 S.E. 140TH LANE ROAD
SUMMERFIELD, FL 34491

JAY A. THOMPSON
(352) 347-0038

SPRUCE CREEK SOUTH UTILITIES, INC. (WU591)
8501 S.E. 140TH LANE ROAD
SUMMERFIELD, FL 34491

JAY A. THOMPSON
(352) 347-0038

WILDMOOD ESTATES (EGR ENTERPRISES, INC. D/B/A) (WS664)
5604 HERITAGE BLVD.
WILDMOOD, FL 34785-8132

WENDY OGILVIE
(352) 748-4449

LIST OF WATER AND WASTEWATER UTILITIES IN SUMTER COUNTY

(VALID FOR 60 DAYS)
09/14/1998-11/12/1998

UTILITY NAME

MANAGER

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

T

STATE OFFICIALS

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

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

LIST OF WATER AND WASTEWATER UTILITIES IN HERNANDO COUNTY

(VALID FOR 60 DAYS)
11/02/1998-12/31/1998

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

CLFHC, BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY
COUNTY ATTORNEY
20 NORTH MAIN STREET, ROOM 130
BROOKSVILLE, FL 34601-2893

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

MAYOR, CITY OF BROOKSVILLE
201 HOWELL AVENUE
BROOKSVILLE, FL 34601-2041

MAYOR, CITY OF WLECKI WACHEE
6131 COMMERCIAL WAY
SPRING HILL, FL 34606 1121

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

WITHLACOOCHILL REG PLANNING COUNCIL
1241 S.W. 10TH STREET
OCALA, FL 32674 2798

EXHIBIT "E"

WILL BE LATE FILED

EXHIBIT "F"

WILL BE LATE FILED

NOTICE OF APPLICATION FOR A TRANSFER
OF MAJORITY ORGANIZATIONAL CONTROL

LEGAL NOTICE

Notice is hereby given on November 3, 1998, pursuant to Section 367.071, Florida Statutes, of the application for transfer of majority organizational control of Crystal River Utilities, Inc. to AquaSource Utilities, Inc. providing water and sewer utility service to the following described territory in Sumter County, Florida:

The following described lands located in portions of Sections 7 and 12, Township 22 South, Range 21 East, Sumter County, Florida:

Section 12: (Water and Wastewater)

The Southwest 1/4 of the Southeast 1/4 of the Northeast 1/4; the South 660 feet of the Southwest 1/4 of Northeast 1/4, Less the West 480 feet thereof; the North 736 feet of Northwest 1/4 of Southeast 1/4, less the West 489 feet thereof.

Sections 12 and 7: (Water only)

The Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 lying West of U.S. Highway No. 301; and the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 lying West of U.S. Highway No. 301; thereof, all being in Section 7, Township 22 South, Range 22 East, also the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4; thereof, all being in Section 12, Township 22 South, Range 21 East, Sumter County, Florida.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection should be mailed to the attorney for the applicant is Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2548 Blairstone Pines Drive, Tallahassee, FL 32301.

arc length of 1067.58 feet to the end of said curve; thence North 69° 24' 10" West, 342.13 feet; thence North 35° 24' 10" West, 538.72 feet; thence North 54° 35' 50" East, 210.00 feet; thence North 35° 24' 10" West, 190.58 feet; thence North 41° 21' 50" East, 102.73 feet to the POINT OF BEGINNING.

ROSALIE OAKS WATER TREATMENT PLANT

ALSO, commence at the Northeast corner of Section 29, Township 29 South, Range 29 East, Polk County, Florida, and run South along the East boundary of Section 29, 1566.41 feet; thence North 79° 24' 10" West, 908.44 feet to the centerline of Camp Mack Road; thence along said centerline, South 50° 09' 10" West, 123.40 feet to the beginning of a curve to the left having a central angle of 08° 47' 20" and a radius of 2752.18 feet; thence along said curve, for an arc length of 422.17 feet to the end of said curve; thence South 41° 21' 50" West, 306.72 feet; thence South 53° 24' 20" West, 420.00 feet; thence South 36° 35' 40" East, 50.00 feet to the POINT OF BEGINNING for this description; from said POINT OF BEGINNING, continue thence South 36° 35' 40" East, 208.71 feet; thence South 53° 24' 20" West, 208.71 feet; thence North 35° 35' 40" West, 208.71 feet; thence North 53° 24' 20" East, 208.71 feet to the POINT OF BEGINNING.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection should be mailed to the attorney for the applicant is Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2546 Blairstone Pines Drive, Tallahassee, FL 32301.

From a Point of Beginning - Being the Southwest corner of the Northwest 1/4 of Section 25, Township 19 South, Range 17 East, North $00^{\circ}25'47''$ West 1288.98 feet to a point on the South right-of-way of Grover Cleveland Boulevard. Thence along the South right-of-way - South $89^{\circ}58'00''$ East, 666.04 feet to a point. Thence leaving the South right-of-way South $00^{\circ}18'48''$ East, 1292.47 feet to a point. Thence North $89^{\circ}39'48''$ West, 663.43 feet to the Point of Beginning.

MEADOW STREET WATER SYSTEM is situated within Green Acres Pb. 5, Pg. 4, Sub. 0200 within the Southeast 1/4 of Section 36, Township 19 South, Range 17 East and within Green Acres Subdivision No. 1, Sub. 0210 Pb. 5, Pg. 5, within the North 1/2 of the Southwest 1/4 in Section 31, Township 19 South, Range 18 East; Citrus County, Florida, and further shown on the County Aerial 86C, County Map 375C, being further described as follows:

From a point of commencement being the Southeast corner of Section 36, Township 19 South, Range 17 East North a distance of 1966.84 feet to the Point of Beginning on the North right-of-way of Meadow Street. Thence South $89^{\circ}44'44''$ West, 332.02 feet to a point. Thence leaving the right-of-way North $00^{\circ}04'49''$ East, 623.43 feet to a point. Thence South $89^{\circ}29'56''$ East, 331.09 feet to a point. Thence South $00^{\circ}05'32''$ East, 622.00 feet to the Point of Beginning. Further being the East 1/2 of Lot 22 within Section 36, Township 19 South, Range 17 East.

Also the following within Section 31, Township 19 South, Range 18 East.

Beginning at the point of commencement being the Southwest corner of Section 31, North 1294.56 feet to the Point of Beginning; Thence North $00^{\circ}13'45''$ East, 622.28 feet to a point on the South right-of-way of Meadow Street. Thence North $88^{\circ}49'19''$ East, 336.54 feet to a point on the right-of-way. Thence leaving the right-of-way South $00^{\circ}14'28''$ West, 624.90 feet to a point. Thence $89^{\circ}15'59''$ West, 336.37 feet to the Point of Beginning, being Lot 40.

Beginning at a point of commencement being the Southwest corner of Section 31, North 1966.84 feet to a point on the North right-of-way of Meadow Street. Thence along the right-of-way North $88^{\circ}49'19''$ East, 336.55 feet to the Point of Beginning on the West Property Line of Lot 42. Thence North $00^{\circ}14'28''$ East 624.90 feet to a point. Thence along the North Property line of Lots 42 and 43, North $88^{\circ}22'40''$ East, 673.54 feet to a point on the Northeast corner of Lot 43. Thence South $00^{\circ}15'54''$ West, 630.13 feet to a point on the North right-of-way of Meadow Street. Thence along the North right-of-way, South $88^{\circ}49'19''$ West, 673.10 feet to the Point of Beginning, being Lots 42 and 43.

Beginning at a point of commencement, being the Southwest corner of Section 31, North 1966.84 feet to a point on the North right-of-way of Meadow Street. Thence along the North right-of-way, North 88°49'19" East, 1346.20 feet to the Point of Beginning on the West Property Line of Lot 45. Thence North 00°16'37" East, 632.74 feet to the Northwest corner of Lot 45. Thence along the North Property Line of Lots 45 and 46, North 88°22'40" East, 673.56 feet to the Northeast corner of Lot 46. Thence South 00°18'02" West, 637.96 feet to a point on the North right-of-way of Meadow Street. Thence along the North right-of-way South 88°49'19" West, 673.10 feet to the Point of Beginning, being Lots 45 and 46.

and

Township 19 South, Range 18 East

Section 19

The Southwest ¼ of the Southwest ¼ of said Section 19.

and

Township 19 South, Range 20 East

Section 34

The Southeast ¼ of the Southwest ¼ less and except Right-of-Way of U.S. Highway No. 41 and other peripheral roadways and easements as may exist.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection should be mailed to the attorney for the applicant is Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2548 Blairstone Pines Drive, Tallahassee, FL 32301.

CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

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

WATER TARIFF

CRYSTAL RIVER UTILITIES, INC.
NAME OF COMPANY

POST OFFICE BOX 520247

LONGWOOD, FLORIDA 32752
(ADDRESS OF COMPANY)

(800) 516-5390 (800) 818-7092
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

ROY H. MOORE
ISSUING OFFICER
PRESIDENT
TITLE

WATER TARIFF

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ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

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ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 3.1.A
CANCELS ORIGINAL SHEET NO. 3.1.A

**DESCRIPTION OF TERRITORY SERVED
FORMERLY SEVEN RIVERS UTILITIES, INC.**

HOMOSASSA VILLA TERRACE UNIT 11 WATER SYSTEM is situated in the NE 1/4 of SECTION 24, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, being a recorded subdivision - Sub. 0110, PB. 1, pg. 52, further shown on the County Aerial No. 72D, County Map 218A and further being described as follows:

Beginning at a point of commencement - the Northeast corner of Section 24 and running Due West along the North line of Section 24, 1373.08 feet to the POINT OF BEGINNING. From the POINT OF BEGINNING, going Due South along the center line of Country Club Place a distance of 405.00 Feet to a point. Thence going Due East along the center line of Grant Drive 283.51 Feet to a point of curvature. Thence along the curve having a radius of 2315.10 Feet, an Arc of 232.74 Feet, a Chord of 230.78 Feet and a Chord Bearing of N 87d 08' 00" E to a point. Thence going Due South along the center line of Citrus Avenue 611.50 Feet to a point of curvature. Thence along the curve having a Radius of 470.00 Feet, an Arc of 738.27 Feet, a Chord of 666.26 Feet and a Chord Bearing of S 45d 00' 00" W to a point. Thence going Due North a distance of 10 Feet to a point. Thence going Due West a distance of 170.00 Feet to a point. Thence going Due North along the center line of Country Club Place a distance of 390.00 Feet to a point. Thence going Due West along the center line of Pershing Avenue a distance of 983.35 Feet to a point on the center line of Rosedale Avenue and also a point of curvature. Thence along the Curve having a Radius of 1378.24 Feet, an Arc of 225.99 Feet, a Chord of 225.66 Feet and a Chord Bearing of N 04d 24' 35" E to a point. Thence continuing Due North along the center line of Rosedale Avenue a distance of 850.00 Feet to a point on the North Section Line of Section 24. Thence going Due East along the North Section Line, a distance of 1090.00 Feet to the POINT OF BEGINNING.

KENWOOD NORTH WATER SYSTEM is situated in the W 1/4 of the NW 1/4 of the NE 1/4 of SECTION 25, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, being an unrecorded subdivision 1D000, further shown on the County Aerial No. 73A, County Map 219A and being further described as follows:

From a POINT OF BEGINNING - Being the SW Corner of the NW 1/4 of Section 25, Township 19 South, Range 17 East, N 00d 25' 47" W 1288.98 Feet to a point on the South R/W of Grover Cleveland Blvd. Thence along the South R/W - S 89d 58' 00" E, 666.04 Feet to a point. Thence leaving the South R/W S 00d 18' 48" E, 1292.47 Feet to a point. Thence N 89d 39' 48" W, 663.43 Feet to the POINT OF BEGINNING.

MEADOW STREET WATER SYSTEM is situated within Green Acres Ph. 5, Pg. 4, sub 0200 within the SE 1/4 of Section 36, Township 19 South, Range 17 East and within Green Acres Subdivision No. 1, Sub. 0210 Ph. 5, Pg. 5, within the N 1/4 of the SW 1/4 in SECTION 31, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, and further shown on the County Aerial 86C, County Map 375C, Being further described as follows:

From a Point of Commencement Being the SE Corner of Section 36, Township 19 South, Range 17 East North a distance of 1966.84 Feet to the POINT OF BEGINNING on the North R/W of Meadow Street. Thence S 89d 44' 44" W, 332.02 Feet to a point. Thence leaving the R/W N 00d 04' 49" E, 623.43 Feet to a point. Thence S 89d 29' 56" E, 331.09 Feet to a point. Thence S 00d 05' 32" E, 622.00 Feet to the POINT OF BEGINNING. FURTHER being the E 1/2 of Lot 22 within Section 36, TOWNSHIP 19 SOUTH, RANGE 17 EAST.

Also the following within SECTION 31, TOWNSHIP 19 SOUTH, RANGE 18 EAST

Beginning at a point of commencement being the SW corner of SECTION 31, North 1294.56 Feet to the POINT OF BEGINNING. Thence N 00d 13' 45" E, 622.28 Feet to a point on the South R/W of Meadow Street. Thence N 88d 49' 19" E, 336.54 Feet to a point on the R/W. Thence leaving the R/W S 00d 14' 28" W, 624.90 Feet to a point. Thence 89d 15' 59" W, 336.37 Feet to the POINT OF BEGINNING, BEING Lot 40.

Beginning at a POINT OF COMMENCEMENT being the SW Corner of SECTION 31, North 1966.84 Feet to a point on the North R/W of Meadow Street. Thence along the R/W N 88d 49' 19" E, 336.55 Feet to the POINT OF BEGINNING on the West Property Line of Lot 42. Thence N 00d 14' 28" E, 624.90 Feet to a point. Thence along the North Property Line of Lots 42 and 43, N 88d 22' 40" E, 673.54 Feet to a point on the NE Corner of Lot 43. Thence S 00d 15' 34" W, 630.13 Feet to a point on the North R/W of Meadow Street. Thence along the North R/W, S 88d 49' 19" W, 673.10 Feet to the POINT OF BEGINNING, BEING Lots 42 and 43.

BEGINNING at a Point of Commencement, Being the SW Corner of SECTION 31, North 1966.84 Feet to a point on the North R/W of Meadow Street. Thence along the North R/W, N 88d 49' 19" E, 1346.20 Feet to the POINT OF BEGINNING on the West Property Line of Lot 45. Thence N 00d 16' 37" E, 632.74 Feet to the Northwest corner of Lot 45. Thence along the North Property Line of Lots 45 and 46, N 88d 22' 40" E, 673.56 Feet to the Northeast corner of Lot 46. Thence S 00d 18' 02" W, 637.96 Feet to a point on the North R/W of Meadow Street. Thence along the North R/W, S 88d 49' 19" W, 673.10 Feet to the POINT OF BEGINNING, being Lots 45 and 46.

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 3.1.B
CANCELS ORIGINAL SHEET NO. 3.1.B

DESCRIPTION OF TERRITORY SERVED
FORMERLY DEMETREE INDUSTRIES, INC.

Township 19 South, Range 16 East

Section 19

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 19.

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 3.1.C
CANCELS ORIGINAL SHEET NO. 3.1.C

DESCRIPTION OF TERRITORY SERVED
FORMERLY LANDS INC. OF RHINELANDER

Township 19 South - Range 20 East

Section 34

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ less and except Right-of-Way of U.S. Highway No. 41 and other peripheral roadways and easements as may exist.

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 3.2.A
CANCELS ORIGINAL SHEET NO. 3.2.A

DESCRIPTION OF TERRITORY
FORMERLY SUMTER WATER COMPANY, INC.

THAT PORTION OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 21 EAST KNOWN AS
"THE WOODS" SUBDIVISION IN SUMTER COUNTY, FLORIDA:

TOWNSHIP 22 SOUTH, RANGE 21 EAST, SECTION 12

The SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$; the 660 South feet of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, LESS the West 480 feet
THEREOF, the North 736 feet of NW $\frac{1}{4}$ of SE $\frac{1}{4}$, LESS the West 489 feet THEREOF.

THE FOLLOWING DESCRIBED LANDS LOCATED IN PORTIONS OF SECTIONS 7 AND
12, TOWNSHIP 22 SOUTH, RANGE 21 EAST, SUMTER COUNTY, FLORIDA

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying West of US Highway No. 301, and the SE $\frac{1}{4}$ of the SW
 $\frac{1}{4}$ of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$
and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying West of
US Highway No. 301; thereof, all being in Section 7, Township 22 South, Range 22 East, also the
SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, thereof, all being in
Section 12, Township 22 South, Range 21 East, Sumter County, Florida

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

SECOND REVISED SHEET NO. 3.3
CANCELS FIRST REVISED SHEET NO. 3.3

TERRITORY SERVED

CERTIFICATE NUMBER - 123-W

COUNTY - LAKE

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

| <u>Order Number</u> | <u>Date Issued</u> | <u>Docket Number</u> | <u>Filing Type</u> |
|---------------------|--------------------|----------------------|--------------------|
| PSC-96-1409-POF-WU | 11/20/96 | 960716-WU | Transfer |
| PSC-97-0375-POF-WU | 4/7/97 | 960793-WU | Transfer |

(Continued to Sheet No. 3.3.A)

ROY H. MOORE
ISSUING OFFICER
PRESIDENT
TITLE

DESCRIPTION OF TERRITORY SERVED
FORMERLY RAVENSWOOD WATER SYSTEM

In Township 20 south, Range 24 East, Lake County, Florida:

- Section 2: Commence at the Southwest corner of said Section 2, thence run North 792 feet along the west section line of said Section 2 for a Point of Beginning, thence run North along the west section line of said Section 2 739.69 feet, thence South 89 degrees 37 minutes 00 seconds East 313.77 feet, thence South 25 degrees 27 minutes 20 seconds East 820.89 feet, thence North 89 degrees 41 minutes 30 seconds West 666.60 feet to Point of Beginning.
- Section 3: Commence at the southeast corner of said Section 3, thence run North 792 feet along the east section line of said Section 3 for a Point of Beginning, thence run North 89 degrees 45 minutes 00 seconds West 1043.23 feet, thence North 739.69 feet, thence South 89 degrees 45 minutes 00 seconds East 1043.23 feet, thence south 739.69 feet to Point of Beginning.

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 3.4
CANCELS ORIGINAL SHEET NO. 3.4

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - POLK

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

HELD FOR FUTURE USE

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

DESCRIPTION OF TERRITORY SERVED
FORMERLY ROSALIE OAKS UTILITIES CORPORATION

Commence at the NE corner of Section 29, Township 29 South, Range 29 East, Polk County, Florida, and run South, along the East boundary of said Section 29, 1566.41 feet; thence North 79 degrees 24' 10" West, 908.44 feet to the centerline of Camp Mack Road; thence along said centerline, south 50 degrees 9' 10" West, 123.40 feet to the beginning of a curve to the left having a central angle of 8 degrees 47' 20" and the radius of 2752.18 feet; thence along said curve, for an arc length of 422.17 feet to the end of said curve; thence South 41 degrees 21' 50" West, 143.88 feet; Thence South 35 degrees 24' 10" East, 51.36 feet to the point of beginning for this description; From said point of beginning, continue thence South 35 degrees 24' 10" East, 134.10 feet to the beginning of a curve to the left having a central angle of 90 degrees and a radius of 20 feet; thence along said curve, for an arc length of 31.42 feet to end of said curve; thence North 54 degrees 35' 50" East, 100 feet; thence South 35 degrees 24' 10" East, 175 feet; thence North 54 degrees 35' 50" East, 200 feet; thence North 35 degrees 24' 10" West, 115 feet; thence North 54 degrees 35' 50" East, 320.95 feet to the beginning of a curve to the right having a central angle of 46 degrees and radius of 205.58 feet; thence along said curve, for an arc length of 165.05 feet, to the end of said curve; for an arc length of 165.05 feet, to the end of said curve; thence South 79 degrees 24' 10" East, 110.01 feet to the beginning of a curve to the right having a central angle of 164 degrees and a radius of 51.98 feet; thence along said curve for an arc length of 121.57 feet to the end of said curve; thence South 35 degrees 24' 10" East, 185 feet; thence South 54 degrees 35' 50" West, 707.86 feet; thence South 35 degrees 24' 10" East 72.74 feet; thence South 69 degrees 24' 10" East, 148.94 feet; thence North 20 degrees 35' 50" East, 10 feet to the beginning of a curve to the right, whose tangent bears South 69 degrees 18' 44" East, and has a central angle of 21 degrees 52' 22" and a radius of 3180 feet; thence along said curve Southeasterly, for an arc length of 1213.97 feet to the end of said curve, and the beginning of a curve to the left having a central angle of 22 degrees 50' 30" and a radius of 260 feet; thence along said curve for an arc length of 103.65 feet to the end of said curve, thence South 70 degrees 16' 52" East, 706.24 feet; thence South 10 degrees 16' 52" East, 400.69 feet; thence North 73 degrees 24' West, 870.32 feet to the beginning of a curve to the right having a central angle of 25 degrees 57' 38" and a radius of 655 feet to the end of said curve, and the beginning of a curve to the left having a central angle of 21 degrees 57' 48" and a radius of 2785 feet; thence along said curve for an arc length of 1067.58 feet to the end of said curve, thence North 69 degrees 24' 10" West, 342.13 feet; thence North 35 degrees 24' 10" West, 538.72 feet; thence North 54 degrees 35' 50" East, 210 feet; thence North 35 degrees 24' 10" West, 190.58 feet; thence North 41 degrees 21' 50" East, 102.73 feet to the point of beginning.

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 3.5
CANCELS ORIGINAL SHEET NO. 3.5

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - PALM BEACH

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

| <u>Order Number</u> | <u>Date Issued</u> | <u>Docket Number</u> | <u>Filing Type</u> |
|---------------------|--------------------|----------------------|--------------------|
|---------------------|--------------------|----------------------|--------------------|

HELD FOR FUTURE USE

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 3.5.A
CANCELS ORIGINAL SHEET NO. 3.5.A

DESCRIPTION OF TERRITORY SERVED
FORMERLY LAKE OSBORNE UTILITIES COMPANY, INC.

In Township 44 South, Range 43 East.

Section 32 - That part of the East $\frac{1}{2}$ lying East and South of the center line of Lake Osborne Drive.

Section 33 - That part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying west of the west right-of-way of Seaboard Air Line Railway right-of-way; the south 330.11 feet of the south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ also lying west of the west right-of-way of the Seaboard Air Line Railroad.

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

COMMUNITIES SERVED LISTING

| <u>County</u> <u>Name</u> | <u>Development</u> <u>Name</u> | <u>Rate</u> <u>Schedule(s)</u> <u>Available</u> | <u>Sheet No.</u> |
|------------------------------|-----------------------------------|---|------------------|
| Citrus | Seven Rivers | GS, RS | 18.1.A, 20.1.A |
| Citrus | Demetree | GS, RS | 18.1.B, 20.1.C |
| Lake | Ravenswood | GS, RS | 18.3.A, 20.3.A |
| Lake | Haines Creek | GS, RS | 18.3.B, 20.3.B |
| Sumter | The Woods | GS, RS | 18.2.A, 20.2.A |

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 5.0)

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 7.0
CANCELS ORIGINAL SHEET NO. 7.0

(Continued from Sheet No. 6.0)

| | <u>Sheet Number:</u> | <u>Rule Number:</u> |
|--|--------------------------|-------------------------|
| Meter Accuracy Requirements..... | 11.0 | 25.0 |
| Payment of Water and Wastewater Service Bills Concurrently..... | 10.0 | 17.0 |
| Policy Dispute..... | 8.0 | 2.0 |
| Protection of Company's Property..... | 9.0 | 12.0 |
| Refusal or Discontinuance of Service..... | 8.0 | 5.0 |
| Right of Way or Easements..... | 10.0 | 14.0 |
| Termination of Service..... | 10.0 | 18.0 |
| Type and Maintenance..... | 9.0 | 5.0 |
| Unauthorized Connections - Water..... | 11.0 | 20.0 |

ROY H. MOORE
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 387, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 9.0)

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

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

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

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

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

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

| | Sheet Number |
|--|------------------|
| Customer Deposits..... | 22.1 |
| General Service, GS..... | 18.1.A - 18.4.A |
| Meter Test Deposit..... | 22.2 |
| Miscellaneous Service Charges..... | 22.3 |
| Residential Service, RS..... | 20.1.A - 20.4.A. |
| Service Availability Fees & Charges..... | 23.1.A - 23.4.A |

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY SEVEN RIVER UTILITIES, INC.
CITRUS COUNTY
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 -
- RATE - NOT APPLICABLE
- 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:

ROY H. MOORE _____
ISSUING OFFICER

PRESIDENT _____
TITLE

FORMERLY DEMETREE INDUSTRIES, INC.
CITRUS COUNTY
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

| <u>RATE</u> | <u>Meter Size</u> | <u>Base Facility Charge</u> | |
|-------------|--|-----------------------------|-------|
| | 5/8" x 3/4" | \$ | 6.65 |
| | 1" | | 16.62 |
| | 1 1/2" | | 33.24 |
| | 2" | | 53.18 |
| | <u>Gallons Charge</u> per 1,000 gallons | \$ | .94 |

MINIMUM BILL - Base Facility Charge

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

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY SUMTER WATER COMPANY
SUMTER COUNTY
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

| <u>RATE</u> | <u>Meter Size</u> | <u>Base Facility Charge</u> |
|-------------|--|-----------------------------|
| | 5/8" x 3/4" | \$ 13.78 |
| | 3/4" | 20.68 |
| | 1" | 34.46 |
| | 1 1/2" | 68.89 |
| | 2" | 110.23 |
| | 3" | 220.45 |
| | 4" | 344.46 |
| | 6" | 688.94 |
| | 8" | 1,102.28 |
| | <u>Gallage Charge</u> per 1,000 gallons | \$ 2.60 |

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

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY HAINES CREEK MOBILE HOMESITES WATERWORKS
LAKE COUNTY
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

| <u>RATE</u> - | METER SIZE | BASE FACILITY CHARGE |
|---------------|---|----------------------|
| | 3/4 X 5/8 * | \$ 8.62 |
| | 3/4 * | \$ 12.93 |
| | 1 * | \$ 21.55 |
| | 1 1/2 * | \$ 43.10 |
| | 2 * | \$ 68.98 |
| | 3 * | \$137.92 |
| | 4 * | \$215.50 |
| | 6 * | \$413.00 |
| | Consumption charge per 1,000 gallons | \$ 1.38 |

MINIMUM CHARGE - Base Facility Charge PER - month

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:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY ROSALIE OAKS UTILITIES CORPORATION
POLK COUNTY
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 -
- RATE - NOT APPLICABLE
- 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:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY LAKE OSBORNE UTILITIES COMPANY, INC.
PALM BEACH COUNTY
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

| <u>RATE</u> | <u>METER SIZES</u> | <u>BASE FACILITY CHARGE</u> |
|-------------|---------------------------------------|-----------------------------|
| | 5/8" X 3/4" | \$4.04 |
| | FULL 3/4" | \$6.04 |
| | 1" | \$10.08 |
| | 1 1/2" | \$20.16 |
| | 2" | \$32.25 |
| | 3" | \$64.50 |
| | 4" | \$100.78 |
| | 6" | \$201.55 |
| | GALLONAGE CHARGE PER 1,000 GALLONS | \$1.93 |

MINIMUM CHARGE - BASE FACILITY 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:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY SEVEN RIVERS UTILITIES
CITRUS COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

BILLING PERIOD- Monthly

| <u>RATE</u> | <u>METER SIZE</u> | <u>BASE FACILITY CHARGE</u> |
|-------------|---|-----------------------------|
| | 3/4 X 5/8" | \$7.68 |
| | 3/4" | \$11.51 |
| | 1" | \$19.19 |
| | 1 1/2" | \$38.37 |
| | 2" | \$61.40 |
| | 3" | \$122.80 |
| | 4" | \$191.88 |
| | 6" | \$383.75 |
| | Consumption charge Per 1,000 gallons | \$2.25 |

MINIMUM CHARGE- Base Facility Charge PER-month

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:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY LANDS INC. OF RHINELANDER
CITRUS COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - MONTHLY
- RATE
- | <u>Meter Size</u> | <u>Base Facility Charge</u> | |
|--|-----------------------------|------|
| 5/8" x 3/4" | \$ | 6.25 |
| <u>Gallage Charge</u> per 1,000 gallons | \$ | 2.27 |
- MINIMUM BILL - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE _____
ISSUING OFFICER

PRESIDENT _____
TITLE

FORMERLY DEMETREE INDUSTRIES, INC.
CITRUS COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - MONTHLY
- RATE
- | <u>Meter Size</u> | <u>Base Facility Charge</u> | |
|-------------------------|-----------------------------|-------|
| 5/8" x 3/4" | \$ | 6.65 |
| 1" | | 16.62 |
| 1 1/2" | | 33.24 |
| 2" | | 53.18 |
| <u>Gallonage Charge</u> | | |
| Per 1,000 gallons | \$ | .94 |
- MINIMUM BILL - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -
- | <u>Meter Size</u> | <u>Base Facilities Charge</u> |
|-------------------|-------------------------------|
| 5/8" x 3/4" | \$ 11.79 |
| 3/4" | \$ 17.68 |
| 1" | \$ 29.47 |
| 1 1/2" | \$ 58.95 |
| 2" | \$ 94.31 |
| 3" | \$188.63 |
| 4" | \$294.71 |
| 6" | \$589.43 |
- Gallonage Charge
Per 1,000 Gallons \$ 1.67
- MINIMUM CHARGE - Base Facilities Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY HAINES CREEK MOBILE HOMESITES WATERWORKS
LAKE COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

| <u>RATE</u> - | METER SIZE | BASE FACILITY CHARGE |
|---------------|-------------|----------------------|
| | 3/4 X 5/8 * | \$ 8.62 |
| | 3/4 * | \$ 12.93 |
| | 1 * | \$ 21.55 |
| | 1 1/2 * | \$ 43.10 |
| | 2 * | \$ 68.96 |
| | 3 * | \$ 137.92 |
| | 4 * | \$ 215.50 |
| | 6 * | \$ 413.00 |

Consumption charge
per 1,000 gallons \$ 1.38

MINIMUM CHARGE - Base Facility Charge PER - month

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:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY LAKE OSBORNE UTILITIES COMPANY, INC
PALM BEACH COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

| <u>RATE</u> - | <u>METER SIZES</u> | <u>BASE FACILITY CHARGE</u> |
|---------------|---|-----------------------------|
| | 5/8" X 3/4" | \$4.04 |
| | FULL 3/4" | \$6.04 |
| | 1" | \$10.08 |
| | 1 1/2" | \$20.16 |
| | 2" | \$32.25 |
| | 3" | \$64.50 |
| | 4" | \$100.78 |
| | 6" | \$201.55 |
| | <u>GALLONAGE CHARGE</u> <u>PER 1,000 GALLONS</u> | \$1.93 |

MINIMUM CHARGE - BASE FACILITY 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:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

SCHEDULE OF CUSTOMER DEPOSITS

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

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

| | <u>Residential</u> | <u>General Service</u> |
|-------------|--------------------|------------------------|
| 5/8" x 3/4" | <u>\$ 20.00</u> | <u>\$ 20.00</u> |
| 1" | <u>\$ 50.00</u> | <u>\$ 50.00</u> |
| 1 1/2" | <u>\$100.00</u> | <u>\$ 100.00</u> |
| Over 2" | <u>\$160.00</u> | <u>\$ 160.00</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 Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customer's account during the month of NOVEMBER, each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

METER TEST DEPOSITS

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

| <u>METER SIZE</u> | <u>FEE</u> |
|-------------------|-------------|
| 5/8" x 3/4" | \$20.00 |
| 1" and 1 1/2" | \$25.00 |
| 2" and over | ACTUAL COST |

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

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

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

MISCELLANEOUS SERVICE CHARGES

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

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

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

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30 320(2), Florida Administrative Code, including a delinquency in bill payment.

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

Schedule of Miscellaneous Service Charges

| | |
|---|-----------------|
| Initial Connection Fee | \$ <u>15.00</u> |
| Normal Reconnection Fee | \$ <u>15.00</u> |
| Violation Reconnection Fee | \$ <u>15.00</u> |
| Premises Visit Fee (in lieu of disconnection) | \$ <u>10.00</u> |
| Late Charge (after 21 days) | \$ <u>5.00</u> |

EFFECTIVE DATE:

TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY DEMETREE INDUSTRIES, INC.
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

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

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

EFFECTIVE DATE:
TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY LANDS INC. OF RHINELANDER
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

| <u>SERVICE DESCRIPTION</u> | <u>AMOUNT</u> | <u>REFER TO AVAIL. POLICY SHEET</u> |
|---|-----------------|-------------------------------------|
| <u>NO. / RULE NO.</u> | | |
| <u>Back-Flow Preventor Installation Fee</u> | | |
| 5/8" x 3/4" | \$ | |
| 1" | \$ | |
| 1 1/2" | \$ | |
| 2" | \$ | |
| Over 2" | Actual Cost [1] | |
| <u>Customer Connection (Tap-in) Charge</u> | | |
| 5/8" x 3/4" metered service | Actual Cost | |
| 1" metered service | Actual Cost | |
| 1 1/2" metered service | Actual Cost | |
| 2" metered service | Actual Cost | |
| Over 2" metered service | Actual Cost [1] | |
| <u>Guaranteed Revenue Charge</u> | | |
| With Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (__ GPD)..... | \$ | |
| All others-per gallon/month | \$ | |
| Without Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (__ GPD)..... | \$ | |
| All others-per gallon/month | \$ | |
| <u>Inspection Fee</u> | Actual Cost [1] | |
| <u>Main Extension Charge</u> | | |
| Residential-per ERC (__ GPD)..... | \$ | |
| All others-per gallon | \$ | |
| or | | |
| Residential-per lot (__ foot frontage)..... | \$ | |
| All others-per front foot | \$ | |
| <u>Meter Installation Fee</u> | | |
| 5/8" x 3/4" | \$65.00 | |
| 1" | Actual Cost | |
| 1 1/2" | Actual Cost | |
| 2" | Actual Cost | |
| Over 2" | Actual Cost | |
| <u>Plan Review Charge</u> | Actual Cost [1] | |
| <u>Plant Capacity Charge</u> | | |
| Residential-per ERC (__ GPD)..... | \$ | |
| All others-per gallon | \$ | |
| <u>System Capacity Charge</u> | | |
| Residential-per ERC (__ GPD)..... | \$ | |
| All others-per gallon | \$ | |

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

EFFECTIVE DATE:
TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY SUMTER WATER COMPANY
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

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

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

EFFECTIVE DATE:
TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY RAVENSWOOD WATER SYSTEM
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

| <u>SERVICE DESCRIPTION</u> | <u>AMOUNT</u> | REFER TO <u>AVAIL POLICY SHEET</u> |
|---|-----------------|---|
| <u>NO./RULE NO.</u> | | |
| <u>Back-Flow Preventor Installation Fee</u> | | |
| 5/8" x 3/4" | \$ | |
| 1" | \$ | |
| 1 1/2" | \$ | |
| 2" | \$ | |
| Over 2" | Actual Cost [1] | |
| <u>Customer Connection (Tap-in) Charge</u> | | |
| 5/8" x 3/4" metered service | \$100.00 | |
| 1" metered service | Actual Cost | |
| 1 1/2" metered service | Actual Cost | |
| 2" metered service | Actual Cost | |
| Over 2" metered service | Actual Cost [1] | |
| <u>Guaranteed Revenue Charge</u> | | |
| With Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (__ GPD)..... | \$ | |
| All others-per gallon/month | \$ | |
| Without Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (__ GPD)..... | \$ | |
| All others-per gallon/month | \$ | |
| <u>Inspection Fee</u> | Actual Cost [1] | |
| <u>Main Extension Charge</u> | | |
| Residential-per ERC (__ GPD)..... | \$ | |
| All others-per gallon | \$ | |
| or | | |
| Residential-per lot (__ foot frontage)..... | \$ | |
| All others-per front foot | \$ | |
| <u>Meter Installation Fee</u> | | |
| 5/8" x 3/4" | \$100.00 | |
| 1" | Actual cost | |
| 1 1/2" | Actual Cost | |
| 2" | Actual cost | |
| Over 2" | Actual Cost [1] | |
| <u>Plan Review Charge</u> | Actual Cost [1] | |
| <u>Plant Capacity Charge</u> | | |
| Residential-per ERC (__ GPD)..... | \$ | |
| All others-per gallon | \$ | |
| <u>System Capacity Charge</u> | | |
| Residential-per ERC (__ GPD)..... | \$ | |
| All others-per gallon | \$ | |

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

EFFECTIVE DATE:
TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY HAINES CREEK MOBILE HOMESITES WATERWORKS
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO
AVAIL. POLICY
SHEET

| <u>SERVICE DESCRIPTION</u> | <u>AMOUNT</u> |
|---|----------------|
| <u>NO./RULE NO.</u> | |
| <u>Back-Flow Preventor Installation Fee</u> | |
| 5/8" x 3/4" | \$ |
| 1" | \$ |
| 1 1/2" | \$ |
| 2" | \$ |
| Over 2" | \$ |
| <u>Customer Connection (Tap-in) Charge</u> | |
| 5/8" x 3/4" metered service | \$ |
| 1" metered service | \$ |
| 1 1/2" metered service | \$ |
| 2" metered service | \$ |
| Over 2" metered service | \$ |
| <u>Guaranteed Revenue Charge</u> | |
| With Prepayment of Service Availability Charges: | |
| Residential-per ERC/month (__ GPD)..... | \$ |
| All others-per gallon/month | \$ |
| Without Prepayment of Service Availability Charges: | |
| Residential-per ERC/month (__ GPD)..... | \$ |
| All others-per gallon/month | \$ |
| <u>Inspection Fee</u> | \$ |
| <u>Main Extension Charge</u> | |
| Residential-per ERC (__ GPD)..... | \$ |
| All others-per gallon | \$ |
| or | |
| Residential-per lot (__ foot frontage)..... | \$ |
| All others-per front foot | \$ |
| <u>Meter Installation Fee</u> | |
| 5/8" x 3/4" | \$ 90.00 |
| 1" | \$ Actual Cost |
| 1 1/2" | \$ Actual Cost |
| 2" | \$ Actual Cost |
| Over 2" | \$ Actual Cost |
| <u>Plan Review Charge</u> | \$ |
| <u>Plant Capacity Charge</u> | |
| Residential-per ERC (__ GPD)..... | \$ |
| All others-per gallon | \$ |
| <u>System Capacity Charge</u> | |
| Residential-per ERC (__ GPD)..... | \$ |
| All others-per gallon | \$ |

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

EFFECTIVE DATE:
TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY ROSALIE OAKS UTILITIES CORPORATION
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

| <u>SERVICE DESCRIPTION</u> | <u>AMOUNT</u> | REFER TO <u>AVAIL POLICY SHEET</u> |
|---|---------------|---------------------------------------|
| <u>NO./RULE NO.</u> | | |
| <u>Back-Flow Preventor Installation Fee</u> | | |
| 5/8" x 3/4" | \$ | |
| 1" | \$ | |
| 1 1/2" | \$ | |
| 2" | \$ | |
| Over 2" | \$ | |
| <u>Customer Connection (Tap-in) Charge</u> | | |
| 5/8" x 3/4" metered service | \$200.00 | |
| 1" metered service | \$330.00 | |
| 1 1/2" metered service | \$330.00 | |
| 2" metered service | \$1000.00 | |
| Over 2" metered service | \$ | |
| <u>Guaranteed Revenue Charge</u> | | |
| With Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (__GPD)..... | \$ | |
| All others-per gallon/month | \$ | |
| Without Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (__GPD)..... | \$ | |
| All others-per gallon/month | \$ | |
| <u>Inspection Fee</u> | \$ | |
| <u>Main Extension Charge</u> | | |
| Residential-per ERC (__GPD)..... | \$ | |
| All others-per gallon | \$ | |
| or | | |
| Residential-per lot (__foot frontage)..... | \$ | |
| All others-per front foot | \$ | |
| <u>Meter Installation Fee</u> | | |
| 5/8" x 3/4" | \$200.00 | |
| 1" | \$200.00 | |
| 1 1/2" | \$200.00 | |
| 2" | \$600.00 | |
| Over 2" | \$ | |
| <u>Plan Review Charge</u> | \$ | |
| <u>Plant Capacity Charge</u> | | |
| Residential-per ERC (__GPD) | \$ | |
| All others-per gallon | \$ | |
| <u>System Capacity Charge</u> | | |
| Residential-per ERC (__GPD)..... | \$ | |
| All others-per gallon | \$ | |

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

EFFECTIVE DATE:
TYPE OF FILING:

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

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

INDEX OF STANDARD FORMS

| | <u>Sheet No.</u> |
|--------------------------------------|------------------|
| APPLICATION FOR WATER SERVICE | 26.1 |
| COPY OF CUSTOMER'S BILL | 29.0 |
| CUSTOMER'S GUARANTEE DEPOSIT RECEIPT | 28.0 |

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
CUSTOMER'S GUARANTEE DEPOSIT AND/OR SERVICE CHARGE RECEIPT

Customer Account No _____ Date _____
Water Deposit \$ _____
Wastewater Deposit \$ _____
Total Deposit \$ _____
Service Charge \$ _____
Total Amount Received \$ _____

Received From:

Last Name _____ First _____ Middle Initial _____
Service Address _____ Apartment # _____
City _____ State _____ Zip Code _____
Subdivision _____ Lot _____ Block _____ Unit _____
Customer's Mailing Address _____
Phone () _____ (Service address) Work # () _____
Social Security Number _____ (Customer responsible for payment)

Deposit:

Deposits are necessary to protect paying customers from losses caused by those who do not pay. Deposits earn interest annually. Customers with deposits on account will receive interest credits on the bill received after their 12 month annual anniversary date and each year thereafter during that same period. The Company reserves the right to refund deposits with interest accrued, at its discretion, at any time after service begins. The timely manner in which payments are made will directly affect the deposit. Failure to pay before the delinquent date shown on the monthly statement may necessitate an increase in the amount of the deposit to cover two months' average billing and delay the refunding of the deposit.

Deposits guarantee the payment of any indebtedness for water and/or sewer service which may be or become due to the Company by the Customer. Customer agrees that the deposit may be applied in discharge of any indebtedness of the Customer to the Company whatsoever and that the Company may use the deposit as if the Company were the absolute owner thereof. Upon discontinuance of the service covered by this deposit the company agrees to refund to the Customer the deposit less any amounts then due the Company.

Receipt of the deposit by the Company shall not preclude the Company from discontinuing for nonpayment the service covered by this deposit regardless of the sufficiency of the deposit to cover any indebtedness. By the signing of this agreement, the Customer recognizes and agrees to abide by all existing policies, Tariffs, Rules and Regulations of the Company, and any amendments thereto. Copies of said Rules and Regulations, and amendments thereto, are available for inspection at the utility office.

The Customer agrees that the duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, testing, inspecting or removing Company property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance, the Company shall not be liable for trespass.

The Customer further agrees that all bills for water and/or sewer will be paid on or before the due date, and if not so paid, the Company will have the right to disconnect service and charge a fee for reconnecting the service. It is further understood and agreed that the sale of water occurs at the meter and the Company has no responsibility relative to service after the water reaches the Customer's side of the meter.

Customer Signature _____ Received By _____

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PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
APPLICATION FOR SERVICE

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 _____

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SERVICE AVAILABILITY POLICY
TERMS AND ABBREVIATIONS

- 1.0 Active Connection - Means a connection to the Company's system at the point of delivery of service, whether or not service is currently being provided.
- 2.0 Back Flow Preventor - Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Company by virtue of a cross connection or flow from the Customers' property into the Company's system.
- 3.0 Contribution-In-Aid-Of-Construction (CIAC) - Means any amount or item of money, services, or property received by the Company from an Applicant, any portion of which is provided at no cost to the Company, which represents an addition or transfer to the capital of the Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Company's property, facilities, or equipment used to provided utility services to the public. The term includes plant capacity charges, main extension charges, meter and service installation charges.
- 4.0 Contributor - Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.
- 5.0 Customer Connection Charge - Means any payment made to the Company for the cost of installing a connection from the Company's water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.
- 6.0 Customer Installation - Means all pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the Customer's side of the Point of Delivery and used in connection with or forming part of the installation necessary for rendering water service to the Customer's premises regardless of whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 7.0 Developer's Agreement - Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer's property.
- 8.0 Economic Feasibility - Means a test by which the operating income of the company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Company will earn a fair return on its investment in the proposed extension.
- 9.0 Equivalent Residential Connection (ERC) - Means (a) 350 gallons per day, (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Protection for a single residential unit.

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- 10.0 Guaranteed Revenue Agreement - Means a written agreement by which an applicant agrees to pay a charge designed to cover the Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Company or its existing customers.
- 11.0 Hydraulic Share - Means the prorata share of the capabilities of the Company's facilities to be made available for service to the contributor. The prorata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.
- 12.0 Inspection Fee - Means either the actual or the average cost to the Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Company.
- 13.0 Main Extension Charge - Means a charge made by the Company for the purpose of covering all or part of the Company's capital costs in extending its off-site water or wastewater facilities to provide service to specified property. The charge is determined on the Hydraulic Share basis or other acceptable method reasonably related to the cost of providing the service.
- 14.0 Meter Installation Fee - Means the amount authorized by the Commission which is designed to recover the cost of installing the water measuring device at the Point of Delivery including materials and labor required.
- 15.0 Off-Site Facilities - Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations, the purpose of which is either to provide water service to properties within the service territory of the service Company or to collect wastewater received from properties within the territory.
- 16.0 On-Site Facilities - Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.
- 17.0 Refundable Advance - Means money paid or property transferred to the Company by the Applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made to temporarily defray the Company's costs so that the proposed extensions may be rendered economically feasible and, in turn, so that service may be obtained. As additional Customers connect to the system, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written agreement.
- 18.0 Service Availability Policy - Means the section of the Company's tariff which sets forth a uniform method of determining the plant capacity charge or the charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.

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SERVICE AVAILABILITY POLICY

I. **PURPOSE** - The company is implementing this Service Availability Policy (hereinafter Policy) to set forth the terms and conditions under which the Company will be the sole provider of service from Company facilities to individual or developer Applicants within its certificated area; and describes the charges which are intended to degray portions of the costs associated with existing and new facilities of the Company in a fair and nondiscriminatory manner.

II. **APPLICABILITY** - The provisions of this policy are applicable to all Customers and potential customers within the Certificated Service Area of the Company.

III. **GENERAL PROVISIONS** - The following provisions apply to all extensions to the Company's facilities. No service will be provided until the Company receives the Commission's approval, as provided below, and where applicable, all terms of Section 367.045, Florida Statutes are met. The Applicant must agree to pay all costs associated with a request for service that requires an expansion of the Company's exclusive service area which is set forth in its Certificate of Authorization.

(1) **Commission Approval**. The terms and conditions of the Company's Service Contracts, Developer's Agreements and Refundable Advance Agreements are subject to the approval of the Commission as outlined below.

(a) Extensions that are in accordance with the standard Service Contract included in the tariff (see Standard Forms), Standard Developer's and/or Standard Refundable Advance Agreements, approved by the Commission for use with this Service Availability Policy, will not need additional Commission approval.

(b) Where situations exist that are not provided for in the Company's standard agreements, the Company may enter into a Special Service Availability contract with a developer provided, however, that the Commission approve said Special Service Availability Contract before any extension is made.

(c) Approval of a developer's agreement does not preclude the Commission from affecting its provisions in the future if, pursuant to Commission's approval, the terms and conditions of the Company's service availability policy are changed.

(2) **Extension Only Within Certificated Service Areas**. The Company will make extensions to its facilities, to all customers within its certificated service area as may be required by one or more customers, provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the Company's investment in providing the service. To this end the Company will require, depending upon the specific circumstances, conveyance of title as described in Section V(3)(b) of this Service Availability Policy, service availability charges, refundable advance, contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.

(3) **Extensions Where Economically and Operationally Feasible**. If service is requested for property not in the Company's existing Certificated Service Area, the Company may agree to provide

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continued from sheet no. 31.4

(1) Applications for Main Extensions. Whenever an extension to one of the Company's mains is involved, it shall be in accordance with the following rules:

(a) Any Applicant shall, in addition to the general application for service, make a written request regarding the specific main extension desired from the Company. Said application, as required by Commission Rules (Chapter 25-30.525, Florida Administrative Code) shall include, but not be limited to the following information, if applicable:

1. A legal description of the property including reference to section, township and range.
2. A drawing of the property showing its boundaries.
3. The present zoning classification of the property.
4. A plat map.
5. Three sets of a site and utility plan (floor plan for commercial developments).
6. The intended land use of the development, including densities and types of use.
7. The name and address of the entity making the application for extension of service.
8. The nature of the Applicant's title to or interest in the described property.
9. The date, or estimated date, service will be needed.

(2) Rules for Extending Mains to a Single Residence or a Single Commercial Facility. Where an extension of the Company's facilities is required to provide service to a single residence or a single commercial facility, the company will furnish a cost estimate of the proposed extension, a preliminary sketch of the extension, and the terms and conditions to be contained in the Service Contract necessary for service to be extended.

(3) Rules for Extending Mains to Developer Facilities. Service to a developer requiring an extension of the company's facilities will be conducted under the terms and conditions of a Developer's Agreement or a Refundable Advance Agreement wherein the company will negotiate with the developer whether it will design, construct and install extensions from existing facilities to the property to be served or have the developer undertake these activities. If the company installs the necessary facilities, it will prepare a Developer's Agreement detailing the cost estimate and other items necessary for such extensions to be made. If the developer is to perform the design, construction and installation, the developer must obtain approval of the Company as outlined in the Commission's Rules. Developer's Agreements are subject to the approval of the Commission and shall be in accordance with the following:

(a) Existing facilities to a development. If the request is for service to a development, and the provision of service will be by the extension of existing facilities through Company investment, the Company shall be responsible for all engineering, planning, design, and construction.

(b) Developer providing facilities. If the request is for service to a development and the developer will be providing the necessary facilities for the extension, or will be paying for the construction of the facilities, the developer shall be responsible for the planning, design, and development of construction drawing needed to extend the existing facilities to serve the proposed development. The plans, designs and development drawings shall be in accordance with applicable laws or ordinances. The company will furnish general construction specifications, an estimate of all costs to be borne by the

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continued from sheet no. 31.5

developer (including all applicable Service Availability Charges) that are in addition to the costs of the facilities the developer is to construct, and a quotation of advances to be made upon execution of a Developer's Agreement. By way of further explanation, the Developer will be responsible for the following:

(1) Design of new water facilities. The developer will retain the services of a registered professional engineer to prepare all plans and specifications for water facilities (hereinafter "facilities") to connect to the Company's facilities at points designated by the Company. Said plans and specifications must be approved by the Company prior to submission to any regulatory agency for review.

(2) Approvals and permits. The developer shall be required to obtain all necessary approvals and permits for construction of the new facilities from the appropriate regulatory agencies.

(3) Construction of facilities. The developer will, at its own expense, construct and install all facilities in accordance with the plans and specifications as approved by the Company. Additionally, the developer shall be responsible for certifying to appropriate regulatory agency that the facilities have been installed and tested in accordance with the plans and specifications prepared by the developer's engineer.

(4) Warranty of workmanship. The developer shall warrant all facilities against defect in materials and workmanship for a period of one year from the date of acceptance of said facilities by the Company.

(5) Inspection of facilities. The Company shall have the right to inspect the construction of the facilities and to recommend reasonable changes. Additionally, within sixty (60) days after the completion and certification of the facilities, the Company may perform an inspection of the facilities. The developer shall reimburse the Company for all costs associated with the performance of these inspections, as provided for in this tariff.

(6) Conveyance of title. Prior to a letter of acceptance being issued by the Company, the developer shall immediately convey title of the facilities to the Company, and before accepting the responsibility for operation and maintenance of the facilities, the developer shall provide, without charge to the Company, the following information:

(a) Cost Report - which shall detail, as provided for in the National Association of Regulatory Commissioners (NARUC) Uniform System of Account, all costs incurred in the construction of the facilities, including engineering, inspection, and administrative costs.

(b) Three copies of "As-Built Plans" - Shall be 24"x36" Mylar, showing precise location of all lines and appurtenances in relation to an identifiable property line or referenced document.

(c) Easements - as required.

(d) Contractor's waiver and release of lien.

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continued from sheet no. 31.6

- (e) Contractor's Letter of Warranty or Developer's Contract Bond.
- (f) Absolute Bill of Sale.
- (g) All required fees and charges.

(4) Company extends for its own future benefit. If the Company installs (or has installed) facilities for its future benefit capacity in excess of what would normally be required for the requested extension, the incremental cost for this excess capacity shall not be included in cost estimates to Applicants; and shall be the Company investment or recovered by a Refundable Advance Agreement.

V. SERVICE AVAILABILITY CHARGES. The following charges will be applied, if applicable. The charges are subject to change from time to time as deemed necessary by the Company and the Commission. These charges are defined as a CIAC, and do not entitle the applicant to any rights of ownership. The Company will own and maintain the facilities for which these charges are levied. The specific charges, as approved by the Commission and provided in the rates portion of this tariff, are described as follows:

(1) Plant Capacity Charges. The Company will collect a fee, designed to defray a portion of the cost of the facilities not covered in other Service Availability Charges.

(2) Meter Installation Charges. The company will collect, for water service installations, a fee to cover the costs required to install a meter, including meter boxes, fittings, etc. at the point of delivery.

(3) Service Installation Charges. The Company will collect a fee to cover the costs required to install a service line from the Company's main to the point of delivery.

(a) Short Service - Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.

(b) Long Service - Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.

(c) Long Service - Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking or boring the service line under the street..

(4) Main Extension Charges. The Company will collect a fee to offset a portion of the cost of the mains. Where there is an existing main available, the charges to the Applicant will be the charges as provided in this tariff. Where there is no an existing main available, the charges to the Applicant for the Company to extend its main to service the Applicant will be the actual cost, which will be recovered either through a Service Contract, Developer's Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval.

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continued from sheet no. 31.7

(5) Allowance for Funds Prudently Invested (AFPI). The Company will collect commission-approved fee designed to cover the carrying costs of actual company investment in plant prudently constructed for future customer use. Such investment will include plant and may include distribution lines, and will be applicable to all NEW connections utilizing such plant. When application is made for service, AFPI charges will be collected at the same time that payment(s) are made for other Service Availability Charges. The AFPI Charge will increase for the maximum period allowed by the Commission, after which time it will remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERC's) equal or exceed the capacity of the plant for which the charge is being collected.

(6) Inspection Fee. See Subsection V(3)(b).

VI. SPECIAL CONDITIONS. Under certain circumstances, as outlined below, special funding arrangements will be necessary or have been arranged for payment of the charges described in this Service Availability Policy.

(1) Refundable Advances. Where extensions are required for contiguous properties for which service has not yet been provided (hereinafter "Qualified Property") and, where the Company determines that an extension is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers; a separate Refundable Advance Agreement may be undertaken by the Applicant and the Company, at the time of the request for service, temporarily defray the cost of any off-site extension of mains and other facilities necessary to provide service to the Applicant's property.

(a) Basis of Refundable Advance. The amount of the refundable advance will be based on the actual cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with the Company's plans for service to the immediate surrounding area.

(b) Charges paid by the Applicant. Charges paid by the Applicant over and above the Applicant's hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of a Commission-approved Refundable Advance Agreement which the Company will execute with the Applicant.

(c) Prorated Share of the Capacity. The Company will collect fees from other Applicants of the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty (60) days of collection of said fees by the Company, a refund of said fees shall be made to the Applicant in accordance with the Refundable Advance Agreement.

(d) Limits on Refund. Notwithstanding any other provisions of this section, the life of the Refundable Advance Agreement shall be as provided in the Agreement, after which time the balance of any possible refund not already made to the Applicant pursuant to the terms and conditions of the Refundable Advance Agreement will be retained by the Company and such Refundable Advance Agreement will be canceled. In no event shall an Applicant recover an amount (without interest) greater

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TABLE OF DAILY FLOWS

| <u>Types of Establishment</u> | <u>Estimated Daily Flows</u> |
|--|-------------------------------------|
| Apartments | 250 gpd (1) |
| Banquet Hall | 25 gpd |
| Bars and Cocktail Lounges | 5 gpcd (2) |
| Bathroom (non residential, per toilet or urinal) | 300 gpd |
| Beauty Shop (per seat) | 170 gpd |
| Boarding Schools (students and staff) | 75 gpcd |
| Boarding houses | 75 gpcd |
| Bowling Alleys (toilet wastes only, per lane) | 100 gpd |
| Church (per seat) | 3 gpd |
| Country Clubs (per member) | 25 gpcd |
| Day schools (with cafeteria, no gym or showers) | 15 gpcd |
| Day schools (with cafeteria, gym or showers) | 25 gpcd |
| Day workers at office and schools | 20 gpcd |
| Drive-in theaters (per car space) | 5 gpd |
| Factories (with showers) | 30 gpcd |
| Factories (no showers) | 10 gpd/100 sq ft. |
| Funeral home | 10 gpd/100 sq ft. |
| Gas stations (no car wash) | 450 gpd |
| Hospitals (with laundry) | 250 gpd/bed |
| Hospitals (no laundry) | 200 gpd/bed |
| Hotels and Motels (per room and unit) | 125 gpd |
| Laundromat (per washing machine) | 225 gpd |
| Mobile Home Parks (per trailer) | 225 gpd |
| Movie Theaters, Auditoriums, Churches (per seat) | 3 gpd |
| Nursing Homes | 150 gpd/100 sq ft. |
| Office Buildings | 17 gpd/100 sq ft. |
| Public Institutions (other than those listed herein) | 75 gpcd |
| Restaurants and Cocktail Lounges (per seat) | 50 gpd |
| Restaurants (take-out) | 50 gpd/100 sq ft. (350 gpd minimum) |
| Restaurants (fast food, per seat) | 35 gpd |
| Single Family Residence | 350 gpd |
| Townhouse Residence | 280 gpcd |
| Shopping Centers | 17 gpd/100 sq ft. |
| Stadiums, Frontons, Ball Parks, etc. (per seat) | 3 gpd |
| Stores (without kitchen wastes) | 5 gpd/100 sq ft. |
| Speculative Buildings | 30 gpd plus 10 gpd per 1000 sq ft. |
| Warehouses | 30 gpd plus 10 gpd per 1000 sq ft. |

(1) gpd = gallons per day

(2) gpcd = gallons per capita per day

THE ABOVE ESTIMATED DAILY FLOWS WILL APPLY EXCEPT WHERE
OTHERWISE INDICATED. HISTORICAL DATA SHOULD BE USED WHEN AVAILABLE.

ROY H. MOORE _____
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PRESIDENT _____
TITLE

WASTEWATER TARIFF

CRYSTAL RIVER UTILITIES, INC.

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

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CRYSTAL RIVER UTILITIES, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 3.0
CANCELS ORIGINAL SHEET NO. 3.0

TERRITORY SERVED INDEX

| <u>COUNTY</u> | <u>SHEET NO.</u> |
|---------------------|------------------|
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| HELD FOR FUTURE USE | 3.4 |

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DESCRIPTION OF TERRITORY SERVED
FORMERLY SUMTER WATER COMPANY

The following described lands located in Section 12, Township 22 South, Range 21 East, Sumter County, Florida:

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the South 660 feet of the Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$, less the West 480 feet thereof; the North 736 feet of Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$, less the West 489 feet thereof.

(Continued to Sheet No. 3.2)

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(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

Commence at the NE corner of Section 29, Township 29 South, Range 29 East, Polk County, Florida, and run South, along the East boundary of said Section 29, 1566.41 feet; thence North 79 degrees 24' 10" West, 908.44 feet to the centerline of Camp Mack Road; thence along said centerline, south 50 degrees 9' 10" West, 123.40 feet to the beginning of a curve to the left having a central angle of 8 degrees 47' 20" and the radius of 2752.18 feet; thence along said curve, for an arc length of 422.17 feet to the end of said curve; thence South 41 degrees 21' 50" West, 143.88 feet; Thence South 35 degrees 24' 10" East, 51.36 feet to the point of beginning for this description; From said point of beginning, continue thence South 35 degrees 24' 10" East, 134.10 feet to the beginning of a curve to the left having a central angle of 90 degrees and a radius of 20 feet; thence along said curve, for an arc length of 31.42 feet to end of said curve; thence North 54 degrees 35' 50" East, 100 feet; thence South 35 degrees 24' 10" East, 175 feet; thence North 54 degrees 35' 50" East, 200 feet; thence North 35 degrees 24' 10" West, 115 feet; thence North 54 degrees 35' 50" East, 320.95 feet to the beginning of a curve to the right having a central angle of 46 degrees and radius of 205.58 feet; thence along said curve, for an arc length of 165.05 feet, to the end of said curve; for an arc length of 165.05 feet, to the end of said curve; thence South 79 degrees 24' 10" East, 110.01 feet to the beginning of a curve to the right having a central angle of 164 degrees and a radius of 51.98 feet; thence along said curve for an arc length of 121.57 feet to the end of said curve; thence South 35 degrees 24' 10" East, 185 feet; thence South 54 degrees 35' 50" West, 707.66 feet; thence South 35 degrees 24' 10" East 72.74 feet; thence South 69 degrees 24' 10" East, 148.94 feet; thence North 20 degrees 35' 50" East, 10 feet to the beginning of a curve to the right, whose tangent bears South 69 degrees 18' 44" East, and has a central angle of 21 degrees 52' 22" and a radius of 3180 feet; thence along said curve Southeasterly, for an arc length of 1213.97 feet to the end of said curve, and the beginning of a curve to the left having a central angle of 22 degrees 50' 30" and a radius of 260 feet; thence along said curve for an arc length of 103.65 feet to the end of said curve, thence South 70 degrees 16' 52" East, 706.24 feet; thence South 10 degrees 16' 52" East, 400.69 feet; thence North 73 degrees 24' West, 870.32 feet to the beginning of a curve to the right having a central angle of 25 degrees 57' 38" and a radius of 655 feet to the end of said curve, and the beginning of a curve to the left having a central angle of 21 degrees 57' 48" and a radius of 2785 feet; thence along said curve for an arc length of 1067.58 feet to the end of said curve, thence North 69 degrees 24' 10" West, 342.13 feet; thence North 35 degrees 24' 10" West, 538.72 feet; thence North 54 degrees 35' 50" East, 210 feet; thence North 35 degrees 24' 10" West, 190.58 feet; thence North 41 degrees 21' 50" East, 102.73 feet to the point of beginning.

Also, commence at the Northeast corner of Lot 111 of said Rosalie Oaks Unit one, run thence North 54 degrees 36' 50" East, 507.86 feet to beginning of a curve to the left having a radius of 51.98 feet and a central angle of 134 degrees, run thence along said curve an arc distance of 121.57 feet, run thence North 79 degrees 24' 10" West, 110.01 feet to the beginning of a curve to the left having a radius of 205.58 feet and a central angle of 46 degrees, run thence along said curve an arc distance of 165.05 feet, run thence South 54 degrees 35' 50" West, 320.95 feet, run thence South 35 degrees 24' 10" East, 230 feet to the point of beginning.

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COMMUNITIES SERVED LISTING

| <u>County Name</u> | <u>Development Name</u> | <u>Rate Schedule(s) Available</u> | <u>Sheet No.</u> |
|------------------------|-----------------------------|---|------------------|
| Sumter | The Woods | GS, RS | 19.1, 20.1 |
| Polk | Rosalie Oaks | GS, RS | 19.2, 20.2 |
| Levy | Hideaway | GS, RS | 19.3, 20.3 |

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TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 5.0)

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 7.0
CANCELS ORIGINAL SHEET NO. 7.0

(Continued from Sheet No. 6.0)

| | <u>Sheet Number:</u> | <u>Rule Number:</u> |
|--|--------------------------|-------------------------|
| Meter Accuracy Requirements..... | 11.0 | 25.0 |
| Payment of Water and Wastewater Service Bills Concurrently..... | 10.0 | 17.0 |
| Policy Dispute..... | 8.0 | 2.0 |
| Protection of Company's Property..... | 9.0 | 12.0 |
| Refusal or Discontinuance of Service..... | 8.0 | 5.0 |
| Right of Way or Easements..... | 10.0 | 14.0 |
| Termination of Service..... | 10.0 | 18.0 |
| Type and Maintenance..... | 9.0 | 9.0 |
| Unauthorized Connections - Water..... | 11.0 | 20.0 |

ROY H. MOORE
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 wastewater service to all customers requiring such service within its certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 357, Florida Statutes.

- 2 0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

- 3 0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.

- 4 0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

- 5 0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

- 6 0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

- 7 0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service rendered to the customer for the consumer's own use and shall be collected directly into the Company's main wastewater lines.

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 9.0)

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

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

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

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

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

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

ROY H. MOORE _____
ISSUING OFFICER

PRESIDENT _____
TITLE

GENERAL SERVICE

RATE SCHEDULE GS

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

MINIMUM CHARGE - BASE FACILITY CHARGE

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY ROSALIE OAKS UTILITIES CORPORATION
POLK COUNTY
RESIDENTIAL SERVICE
RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - MONTHLY
- RATE -
- | METER SIZE | BASE FACILITY CHARGE |
|------------|----------------------|
| ¾ X 5/8 " | \$ 13 30 |
| 1 " | \$ 23 77 |
| 2 " | \$ 101 31 |
- FLOW CHARGE
- | | |
|---------|-----------|
| \$ 5 71 | ALL FLOWS |
|---------|-----------|
- MINIMUM CHARGE - Base Facility Charge PER - month
- 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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

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| General Service, GS | 19.1 - 19.3 |
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| Miscellaneous Service Charges | 22.3 |
| Service Availability Fees and Charges | 23.1 - 23.3 |

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY SUMTER WATER COMPANY
SUMTER COUNTY
GENERAL SERVICE

RATE SCHEDULE GS

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

BILLING PERIOD - MONTHLY

| <u>RATE</u> | <u>Meter Size</u> | <u>Base Facility Charge</u> |
|-------------|--|-----------------------------|
| | 5/8" x 3/4" | \$ 13.09 |
| | 3/4" | 19.64 |
| | 1" | 32.73 |
| | 1 1/2" | 65.43 |
| | 2" | 104.69 |
| | 3" | 209.38 |
| | 4" | 327.16 |
| | 6" | 654.33 |
| | 8" | 1,046.92 |
| | <u>Gallage Charge</u> per 1,000 gallons (No Maximum) | \$ 3.42 |

MINIMUM BILL - Base Facility Charge

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WASTEWATER TARIFF

THIRD REVISED SHEET NO. 19.2
CANCELS SECOND REVISED SHEET NO. 19.2

HELD FOR FUTURE USE

ROY H. MOORE _____
ISSUING OFFICER

PRESIDENT _____
TITLE

FORMERLY SUMTER WATER COMPANY
SUMTER COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

| <u>RATE</u> | <u>- Meter Size</u> | <u>Base Facility Charge</u> |
|-------------|-----------------------|-----------------------------|
| | 5/8" x 3/4" | \$ 13.09 |
| | 3/4" | 19.64 |
| | 1" | 32.73 |
| | 1 1/2" | 65.43 |
| | 2" | 104.69 |
| | 3" | 209.38 |
| | 4" | 327.16 |
| | 6" | 654.33 |
| | 8" | 1,046.92 |
| | <u>Gallage Charge</u> | \$ 2.84 |
| | per 1,000 gallons | |
| | (6,000 gallon max.) | |

MINIMUM BILL - Base Facility Charge

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 20.2
CANCELS ORIGINAL SHEET NO. 20.2

HELD FOR FUTURE USE

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 20.3
CANCELS ORIGINAL SHEET NO. 20.3

HELD FOR FUTURE USE

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

SCHEDULE OF CUSTOMER DEPOSITS

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

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

| | <u>Residential</u> | <u>General Service</u> |
|-------------|--------------------|------------------------|
| 5/8" x 3/4" | <u>\$20.00</u> | <u>\$20.00</u> |
| 1" | <u>\$50.00</u> | <u>\$50.00</u> |
| 1 1/2" | <u>\$100.00</u> | <u>\$100.00</u> |
| Over 2" | <u>\$160.00</u> | <u>\$160.00</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 Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customer's account during the month of DECEMBER each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

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 would be levied for service initiation at a location where service did not exist previously.

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

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

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

Schedule of Miscellaneous Service Charges

| | |
|---|-----------------|
| Initial Connection Fee | \$ <u>15.00</u> |
| Normal Reconnection Fee | \$ <u>15.00</u> |
| Violation Reconnection Fee | \$ <u>15.00</u> |
| Premises Visit Fee (in lieu of disconnection) | \$ <u>10.00</u> |
| Late Charge (after 21 days) | \$ <u>5.00</u> |

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

FORMERLY SUMTER WATER COMPANY
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

| <u>DESCRIPTION</u> | <u>AMOUNT</u> | <u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u> |
|---|-----------------|--|
| <u>Back-Flow Preventor Installation Fee</u> | | |
| 5/8" x 3/4" | \$ | |
| 1" | \$ | |
| 1 1/2" | \$ | |
| 2" | \$ | |
| Over 2" | Actual Cost [1] | |
| <u>Customer Connection (Tap-in) Charge</u> | | |
| 5/8" x 3/4" metered service | \$ | |
| 1" metered service | \$ | |
| 1 1/2" metered service | \$ | |
| 2" metered service | \$ | |
| Over 2" metered service | Actual Cost [1] | |
| <u>Guaranteed Revenue Charge</u> | | |
| With Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (_ GPD)..... | \$ | |
| All others-per gallon/month | \$ | |
| Without Prepayment of Service Availability Charges: | | |
| Residential-per ERC/month (_ GPD)..... | \$ | |
| All others-per gallon/month | \$ | |
| <u>Inspection Fee</u> | Actual Cost [1] | |
| <u>Main Extension Charge</u> | | |
| Residential-per ERC (_ GPD)..... | \$50.00 | |
| All others-per gallon | \$ | |
| or | | |
| Residential-per lot (_ foot frontage)..... | \$ | |
| All others-per front foot | \$ | |
| <u>Meter Installation Fee</u> | | |
| 5/8" x 3/4" | \$ | |
| 1" | \$ | |
| 1 1/2" | \$ | |
| 2" | \$ | |
| Over 2" | \$ | |
| <u>Plan Review Charge</u> | Actual Cost [1] | |
| <u>Plant Capacity Charge</u> | | |
| Residential-per ERC (_ GPD)..... | \$450.00 | |
| All others-per gallon | \$ | |
| <u>System Capacity Charge</u> | | |
| Residential-per ERC (_ GPD)..... | \$ | |
| All others-per gallon | \$ | |

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

CRYSTAL RIVER UTILITIES, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 23.3
CANCELS ORIGINAL SHEET NO. 23.3

HELD FOR FUTURE USE

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

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| COPY OF CUSTOMER'S BILL | 29.0 |
| CUSTOMER'S GUARANTEE DEPOSIT RECEIPT | 25.0 |

ROY H. MOORE _____
ISSUING OFFICER

PRESIDENT _____
TITLE

CRYSTAL RIVER UTILITIES, INC.
CUSTOMER'S GUARANTEE DEPOSIT AND/OR SERVICE CHARGE RECEIPT

Customer Account No _____ Date _____
Water Deposit \$ _____
Wastewater Deposit \$ _____
Total Deposit \$ _____
Service Charge \$ _____
Total Amount Received \$ _____

Received From
Last Name _____ First _____ Middle Initial _____
Service Address _____ Apartment # _____
City _____ State _____ Zip Code _____
Subdivision _____ Lot _____ Block _____ Unit _____
Customer's Mailing Address _____
Phone () _____ (Service address) Work # () _____
Social Security Number _____ (Customer responsible for payment)

Deposit:

Deposits are necessary to protect paying customers from losses caused by those who do not pay. Deposits earn interest annually. Customers with deposits on account will receive interest credits on the bill received after their 12 month annual anniversary date and each year thereafter during that same period. The Company reserves the right to refund deposits with interest accrued, at its discretion, at any time after service begins. The timely manner in which payments are made will directly affect the deposit. Failure to pay before the delinquent date shown on the monthly statement may necessitate an increase in the amount of the deposit to cover two months' average billing and delay the refunding of the deposit.

Deposits guarantee the payment of any indebtedness for water and/or sewer service which may be or become due to the Company by the Customer. Customer agrees that the deposit may be applied in discharge of any indebtedness of the Customer to the Company whatsoever and that the Company may use the deposit as if the Company were the absolute owner thereof. Upon discontinuance of the service covered by this deposit the company agrees to refund to the Customer the deposit less any amounts then due the Company.

Receipt of the deposit by the Company shall not preclude the Company from discontinuing for nonpayment the service covered by this deposit regardless of the sufficiency of the deposit to cover any indebtedness. By the signing of this agreement, the Customer recognizes and agrees to abide by all existing policies, Tariffs, Rules and Regulations of the Company, and any amendments thereto. Copies of said Rules and Regulations, and amendments thereto, are available for inspection at the utility office.

The Customer agrees that the duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, testing, inspecting or removing Company property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance, the Company shall not be liable for trespass.

The Customer further agrees that all bills for water and/or sewer will be paid on or before the due date, and if not so paid, the Company will have the right to disconnect service and charge a fee for reconnecting the service. It is further understood and agreed that the sale of water occurs at the meter and the Company has no responsibility relative to service after the water reaches the Customer's side of the meter.

Customer Signature _____ Received By _____

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

APPLICATION FOR WATER SERVICE

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 _____

ROY H. MOORE
ISSUING OFFICER
PRESIDENT
TITLE

INDEX OF SERVICE AVAILABILITY

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ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

**SERVICE AVAILABILITY POLICY
TERMS AND ABBREVIATIONS**

- 1.0 Active Connection - Means a connection to the Company's system at the point of delivery of service, whether or not service is currently being provided.
- 2.0 Back Flow Preventor - Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Company by virtue of a cross connection or flow from the Customers property into the Company's system.
- 3.0 Contribution-in-Aid-Of-Construction (CIAC) - Means any amount or item of money, services, or property received by the Company from an Applicant, any portion of which is provided at no cost to the Company, which represents an addition or transfer to the capital of the Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Company's property, facilities, or equipment used to provided utility services to the public. The term includes plant capacity charges, main extension charges, meter and service installation charges.
- 4.0 Contributor - Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.
- 5.0 Customer Connection Charge - Means any payment made to the Company for the cost of installing a connection from the Company's water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.
- 6.0 Customer Installation - Means all pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the Customer's side of the Point of Delivery and used in connection with or forming part of the installation necessary for rendering water service to the Customer's premises regardless of whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 7.0 Developer's Agreement - Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer's property.
- 8.0 Economic Feasibility - Means a test by which the operating income of the company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Company will earn a fair return on its investment in the proposed extension.
- 9.0 Equivalent Residential Connection (ERC) - Means (a) 350 gallons per day, (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Protection for a single residential unit.

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10.0 Guaranteed Revenue Agreement - Means a written agreement by which an applicant agrees to pay a charge designed to cover the Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Company or its existing customers.

11.0 Hydraulic Share - Means the prorata share of the capabilities of the Company's facilities to be made available for service to the contributor. The prorata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.

12.0 Inspection Fee - Means either the actual or the average cost to the Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Company.

13.0 Main Extension Charge - Means a charge made by the Company for the purpose of covering all or part of the Company's capital costs in extending its off-site water or wastewater facilities to provide service to specified property. The charge is determined on the Hydraulic Share basis or other acceptable method reasonably related to the cost of providing the service.

14.0 Meter Installation Fee - Means the amount authorized by the Commission which is designed to recover the cost of installing the water measuring device at the Point of Delivery including materials and labor required.

15.0 Off-Site Facilities - Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations, the purpose of which is either to provide water service to properties within the service territory of the service Company or to collect wastewater received from properties within the territory.

16.0 On-Site Facilities - Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.

17.0 Refundable Advance - Means money paid or property transferred to the Company by the Applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made to temporarily defray the Company's costs so that the proposed extensions may be rendered economically feasible and, in turn, so that service may be obtained. As additional Customers connect to the system, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written agreement.

18.0 Service Availability Policy - Means the section of the Company's tariff which sets forth a uniform method of determining the plant capacity charge or the charges to be paid and conditions to be met by Applicants for service in order to obtain water or wastewater service.

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19.0 System (Plant) Capacity Charge - Means the charge made by the Company for each new connection to the system which charge is designed to defray a portion of the cost of the utility system.

20.0 Utility Service Fees - Means fees that the Company will credit against the Service Availability charges that are effective at the time application for service is made.

21.0 Treatment Facilities - Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of wastewater.

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SERVICE AVAILABILITY POLICY

I. **PURPOSE** - The company is implementing this Service Availability Policy (hereinafter Policy) to set forth the terms and conditions under which the Company will be the sole provider of service from Company facilities to individual or developer Applicants within its certificated area; and describes the charges which are intended to defray portions of the costs associated with existing and new facilities of the Company in a fair and nondiscriminatory manner.

II. **APPLICABILITY** - The provisions of this policy are applicable to all Customers and potential customers within the Certificated Service Area of the Company.

III. **GENERAL PROVISIONS** - The following provisions apply to all extensions to the Company's facilities. No service will be provided until the Company receives the Commission's approval, as provided below, and where applicable, all terms of Section 367.045, Florida Statutes are met. The Applicant must agree to pay all costs associated with a request for service that requires an expansion of the Company's exclusive service area which is set forth in its Certificate of Authorization.

(1) **Commission Approval**. The terms and conditions of the Company's Service Contracts, Developer's Agreements and Refundable Advance Agreements are subject to the approval of the Commission as outlined below.

(a) Extensions that are in accordance with the standard Service Contract included in the tariff (see Standard Forms), Standard Developer's and/or Standard Refundable Advance Agreements, approved by the Commission for use with this Service Availability Policy, will not need additional Commission approval.

(b) Where situations exist that are not provided for in the Company's standard agreements, the Company may enter into a Special Service Availability contract with a developer provided, however, that the Commission approve said Special Service Availability Contract before any extension is made.

(c) Approval of a developer's agreement does not preclude the Commission from affecting its provisions in the future if, pursuant to Commission's approval, the terms and conditions of the Company's service availability policy are changed.

(2) **Extension Only Within Certificated Service Areas**. The Company will make extensions to its facilities, to all customers within its certificated service area as may be required by one or more customers, provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the Company's investment in providing the service. To this end the Company will require, depending upon the specific circumstances, conveyance of title as described in Section V(3)(b) of this Service Availability Policy, service availability charges, refundable advance contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.

(3) **Extensions Where Economically and Operationally Feasible**. If service is requested for property not in the Company's existing Certificated Service Area, the Company may agree to provide

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service where economically and operationally feasible subject to appropriate approval(s) from regulatory authorities.

(4) Obligations of the Company. As provided in this policy, the Company's obligations are to extend its existing facilities within its Certificated Service Area, and to provide service to all customers within its certificated area under the terms and conditions herein. The Company will respond to each Applicant within 30 days. Where a proposed main extension is involved, only those services specifically provided for in the Company's Commission approved Service Contracts, Developer's Agreements or Refundable Advance Agreements, which are properly executed by the Applicant and the Company, shall obligate the Company to perform any task, or furnish any service to an Applicant or any other party.

(5) General Application for Service. The Commission requires that all Applicants for utility services within its certificated area shall make a written request (Application) for the service desired from the Company. This application is notice to the Company that service is desired and an expression of the Applicant's willingness to conform to the Company's policies, tariffs, rules and regulations which are in effect and on file with the Commission.

(6) On-Site Facilities. The Company shall be entitled to inspect all connections (including on-site facilities) to Company facilities. The Applicant shall reimburse the Company for all costs associated with the performance of these inspections.

(7) Refusal of Service. The Company may refuse commencement of service to an Applicant for any of the following reasons:

(a) Proposed Service is not lawful. The proposed service is not lawful under the current statutes and Rules of the Commission, or

(b) Conditions not yet met. A condition of the Service Availability Policy, Service Contract, Developer's Agreement or Refundable Advance Agreement has not yet been met, or

(c) Adverse effects on existing customers. The proposed service would adversely affect the quality or reliability of service to existing customers (e.g. capacity of existing Company facilities is insufficient), or

(d) Economic feasibility. The proposed service is not economically feasible as defined in Chapter 25-30.515, Florida Administrative Code (Commission Rules), or

(e) Property outside certificated service area. Property for which service is requested is outside of the Company's certificated service area and the Company has determined that extension of its certificated service area is not economically justified.

IV. MAIN EXTENSION RULES. - Where there is not an existing main available, the Company will extend its main to provide service, provided the Applicant has first entered into a Commission approved Service Contract, Developer's Agreement or Refundable Advance Agreement with the Company

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(1) Applications for Main Extensions. Whenever an extension to one of the Company's mains is involved, it shall be in accordance with the following rules:

(a) Any Applicant shall, in addition to the general application for service, make a written request regarding the specific main extension desired from the Company. Said application, as required by Commission Rules (Chapter 25-30.525, Florida Administrative Code) shall include, but not be limited to the following information, if applicable:

1. A legal description of the property including reference to section, township and range.
2. A drawing of the property showing its boundaries.
3. The present zoning classification of the property.
4. A plat map.
5. Three sets of a site and utility plan (floor plan for commercial developments).
6. The intended land use of the development, including densities and types of use.
7. The name and address of the entity making the application for extension of service.
8. The nature of the Applicant's title to or interest in the described property.
9. The date, or estimated date, service will be needed.

(2) Rules for Extending Mains to a Single Residence or a Single Commercial Facility. Where an extension of the Company's facilities is required to provide service to a single residence or a single commercial facility, the company will furnish a cost estimate of the proposed extension, a preliminary sketch of the extension, and the terms and conditions to be contained in the Service Contract necessary for service to be extended.

(3) Rules for Extending Mains to Developer Facilities. Service to a developer requiring an extension of the company's facilities will be conducted under the terms and conditions of a Developer's Agreement or a Refundable Advance Agreement wherein the company will negotiate with the developer whether it will design, construct and install extensions from existing facilities to the property to be served or have the developer undertake these activities. If the company installs the necessary facilities, it will prepare a Developer's Agreement detailing the cost estimate and other items necessary for such extensions to be made. If the developer is to perform the design, construction and installation, the developer must obtain approval of the Company as outlined in the Commission's Rules. Developer's Agreements are subject to the approval of the Commission and shall be in accordance with the following:

(a) Existing facilities to a development. If the request is for service to a development, and the provision of service will be by the extension of existing facilities through Company investment, the Company shall be responsible for all engineering, planning, design, and construction.

(b) Developer providing facilities. If the request is for service to a development and the developer will be providing the necessary facilities for the extension, or will be paying for the construction of the facilities, the developer shall be responsible for the planning, design, and development of construction drawing needed to extend the existing facilities to serve the proposed development. The plans, designs and development drawings shall be in accordance with applicable laws or ordinances. The company will furnish general construction specifications, an estimate of all costs to be borne by the

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- (e) Contractor's Letter of Warranty or Developer's Contract Bond.
- (f) Absolute Bill of Sale.
- (g) All required fees and charges.

(4) Company extends for its own future benefit. If the Company installs (or has installed) facilities for its future benefit capacity in excess of what would normally be required for the requested extension, the incremental cost for this excess capacity shall not be included in cost estimates to Applicants; and shall be the Company investment or recovered by a Refundable Advance Agreement.

V. SERVICE AVAILABILITY CHARGES. The following charges will be applied, if applicable. The charges are subject to change from time to time as deemed necessary by the Company and the Commission. These charges are defined as a CIAC, and do not entitle the applicant to any rights of ownership. The Company will own and maintain the facilities for which these charges are levied. The specific charges, as approved by the Commission and provided in the rates portion of this tariff, are described as follows:

(1) Plant Capacity Charges. The Company will collect a fee, designed to defray a portion of the cost of the facilities not covered in other Service Availability Charges.

(2) Meter Installation Charges. The company will collect, for water service installations, a fee to cover the costs required to install a meter, including meter boxes, fittings, etc. at the point of delivery.

(3) Service Installation Charges. The Company will collect a fee to cover the costs required to install a service line from the Company's main to the point of delivery.

(a) Short Service - Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.

(b) Long Service - Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.

(c) Long Service - Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking or boring the service line under the street.

(4) Main Extension Charges. The Company will collect a fee to offset a portion of the cost of the mains. Where there is an existing main available, the charges to the Applicant will be the charges as provided in this tariff. Where there is no an existing main available, the charges to the Applicant for the Company to extend its main to service the Applicant will be the actual cost, which will be recovered either through a Service Contract, Developer's Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval.

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(5) Allowance for Funds Prudently Invested (AFPI). The Company will collect a Commission-approved fee designed to cover the carrying costs of actual company investment in plant prudently constructed for future customer use. Such investment will include plant and may include distribution lines, and will be applicable to all NEW connections utilizing such plant. When application is made for service, AFPI charges will be collected at the same time that payment(s) are made for other Service Availability Charges. The AFPI Charge will increase for the maximum period allowed by the Commission, after which time it will remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERC's) equal or exceed the capacity of the plant for which the charge is being collected.

(6) Inspection Fee. See Subsection V(3)(b).

VI. SPECIAL CONDITIONS. Under certain circumstances, as outlined below, special funding arrangements will be necessary or have been arranged for payment of the charges described in this Service Availability Policy.

(1) Refundable Advances. Where extensions are required for contiguous properties for which service has not yet been provided (hereinafter "Qualified Property") and, where the Company determines that an extension is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers; a separate Refundable Advance Agreement may be undertaken by the Applicant and the Company, at the time of the request for service, temporarily defray the cost of any off-site extension of mains and other facilities necessary to provide service to the Applicant's property.

(a) Basis of Refundable Advance. The amount of the refundable advance will be based on the actual cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with the Company's plans for service to the immediate surrounding area.

(b) Charges paid by the Applicant. Charges paid by the Applicant over and above the Applicant's hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of a Commission-approved Refundable Advance Agreement which the Company will execute with the Applicant.

(c) Prorated Share of the Capacity. The Company will collect fees from other Applicants of the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty (60) days of collection of said fees by the Company, a refund of said fees shall be made to the Applicant in accordance with the Refundable Advance Agreement.

(d) Limits on Refund. Notwithstanding any other provisions of this section, the life of the Refundable Advance Agreement shall be as provided in the Agreement, after which time the balance of any possible refund not already made to the Applicant pursuant to the terms and conditions of the Refundable Advance Agreement will be retained by the Company and such Refundable Advance Agreement will be canceled. In no event shall an Applicant recover an amount (without interest) greater

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TABLE OF DAILY FLOWS

| <u>Types of Establishment</u> | <u>Estimated Daily Flows</u> |
|--|-------------------------------------|
| Apartments | 250 gpd (1) |
| Banquet Hall | 25 gpd |
| Bars and Cocktail Lounges | 5 gpcd (2) |
| Bathroom (non residential, per toilet or unna) | 300 gpd |
| Beauty Shop (per seat) | 170 gpd |
| Boarding Schools (students and staff) | 75 gpcd |
| Boarding houses | 75 gpcd |
| Bowling Alleys (toilet wastes only, per lane) | 100 gpd |
| Church (per seat) | 3 gpd |
| Country Clubs (per member) | 25 gpcd |
| Day schools (with cafeteria, no gym or showers) | 15 gpcd |
| Day schools (with cafeteria, gym or showers) | 25 gpcd |
| Day workers at office and schools | 20 gpcd |
| Drive-in theaters (per car space) | 5 gpd |
| Factories (with showers) | 30 gpcd |
| Factories (no showers) | 10 gpd/100 sq ft. |
| Funeral home | 10 gpd/100 sq ft. |
| Gas stations (no car wash) | 450 gpd |
| Hospitals (with laundry) | 250 gpd/bed |
| Hospitals (no laundry) | 200 gpd/bed |
| Hotels and Motels (per room and unit) | 125 gpd |
| Laundromat (per washing machine) | 225 gpd |
| Mobile Home Parks (per trailer) | 225 gpd |
| Movie Theaters, Auditoriums, Churches (per seat) | 3 gpd |
| Nursing Homes | 150 gpd/100 sq ft. |
| Office Buildings | 17 gpd/100 sq ft. |
| Public Institutions (other than those listed herein) | 75 gpcd |
| Restaurants and Cocktail Lounges (per seat) | 50 gpd |
| Restaurants (take-out) | 50 gpd/100 sq ft. (350 gpd minimum) |
| Restaurants (fast food, per seat) | 35 gpd |
| Single Family Residence | 350 gpd |
| Townhouse Residence | 280 gpcd |
| Shopping Centers | 17 gpd/100 sq ft. |
| Stadiums, Frontons, Ball Parks, etc. (per seat) | 3 gpd |
| Stores (without kitchen wastes) | 5 gpd/100 sq ft. |
| Speculative Buildings | 30 gpd plus 10 gpd per 1000 sq ft. |
| Warehouses | 30 gpd plus 10 gpd per 1000 sq ft. |

(1) gpd = gallons per day

(2) gpcd = gallons per capita per day

THE ABOVE ESTIMATED DAILY FLOWS WILL APPLY EXCEPT WHERE OTHERWISE INDICATED. HISTORICAL DATA SHOULD BE USED WHEN AVAILABLE.

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