KATZ, KUTTER, HAIGLER, ALDERMAN, DAVIS & MARKS

PROFESSIONAL ASSOCIATION

ATTORNEYS AND COUNSELORS AT LAW

SILVIA MORELL ALDERMAN
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POST OFFICE BOX 1877 32302-1877
HIGHPOINT CENTER
106 EAST COLLEGE AVENUE, 12TH FLOOR
TALLAHASSEE, FLORIDA 32301
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GARY P. TIMIN
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OF COUNSEL
PATRICK F. MAHONEY

GOVERNMENTAL CONSULTANTS
MONICA A. LASSETER*
GERALD C. WESTER*
*NOT AN ATTORNEY

December 15, 1992

DEPOSIT TREAS. REC DATE
C578 DEC 15 92

Mr. Steve Tribble, Director
Division of Records and Reporting
Florida Public Service Commission
Room 107 Fletcher Building
Tallahassee, Florida 32399-0850

921260-WS

RE: Application For Sale, Assignment or Transfer of Certificate of Facilities

WS350

Dear Mr. Tribble:

Enclosed please find the original and fifteen (15) copies of the completed Application for Sale, Assignment or Transfer of Certificate or Facilities, the original two (2) copies of the Proposed Wastewater and Water Tariffs and a check in the amount of $300.00 for the filing fee on behalf of Tradewinds Utilities, Inc., c/o Real Estate Recovery, Inc.

If additional information is needed, please do not hesitate to contact me.

Sincerely,

John R. Marks, III

JRM/lcg

Enclosures

DOCUMENT NUMBER-DATE
14498 DEC 15 92
FPSC-RECORDS/REPORTING

DATE 12-15-92

TO WAW

The attached is sent to you for:

- ❒ Your Information
- ❒ Further Handling
- ❒ Necessary Action
- ❒ Advice on Handling
- ❒ Response

Remarks: Please verify
name of transferee.
Name on application
& name on Tariff don't
match.

Division of Records & Reporting JD

PSC/R&R (6/92)

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF CERTIFICATE OR FACILITIES PURSUANT TO SECTION 367.071, FLORIDA STATUTES

TO: Director, Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850

OFFICIAL FILE COPY

The undersigned hereby makes application for the sale, assignment or transfer of ~~(all)~~ or (part) of Water Certificate No. ____ and/or Sewer Certificate No. ____ or facilities in Marion County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Tradewinds Utilities, Inc. (904) 622-4949
Name of transferor Phone No.

1601 N.E. 25th Avenue, Suite 801
Office street address

Ocala, Florida 32670
City State Zip Code

Post Office Box 5220
Mailing address if different from above

B) The full name (as it will appear on the certificate), address and telephone number of the transferee (buyer):

RTC as Receiver for Miami Savings Bank
c/o Real Estate Recovery, Inc. (407) 997-8400
Name of transferee Phone No.

927 Clint Moore Road
Office street address

Boca Raton, Florida 33487
City State Zip Code

(Same)
Mailing address if different from above

PSC/WAS 7 (Rev. 2/91)

DOCUMENT NUMBER-DATE
14498 DEC 15 [illegible]
FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

INSTRUCTIONS FOR COMPLETING APPLICATION FORM FOR SALE, ASSIGNMENT OR TRANSFER OF CERTIFICATE OR FACILITIES

(Section 367.071, Florida Statutes)

General Information

The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Water and Sewer, Bureau of Certification (904-488-8482).

Instructions

1. Fill out the attached application form completely and accurately.

2. Submit the proper filing fee pursuant to Rule 25-30.020, Florida Administrative Code.

3. Complete all the items that apply to your utility. If an item is not applicable, mark it "not applicable" (NA). Do not leave the space blank.

4. Notarize the completed application form.

5. Return the Certificate(s) along with the application for transfer.

6. The **original and fifteen copies** of the completed application, the **original and two** copies of proposed tariff sheets and the proper **filing fee** should be mailed to:

Director, Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850

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

John Marks, Katz, Kutter, Haigler, Alderman, Davis & Marks) 904-224-9634
Name Phone No.

Suite 1200, High Point Center 106 East College Avenue
Street address

Tallahassee, Florida 32301
City State Zip Code

D) Indicate the organizational character of the transferee: (circle one)

Corporation Partnership Sole Proprietorship

Other Corporate instrumentality of the Federal Government
(specify)

E) The date and state of incorporation or organization of the transferee:

The Resolution Trust Corporatoin was appointed Receiver for Miami Savings Bank on August 17, 1990

F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

See E above.

G) If the buyer <u>is not</u> a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit 1 - A statement indicating how the transfer is in the public interest, including a summary of the transferee's experience in water and/or wastewater utility operations, a showing of the transferee's financial ability to provide service and a statement that the transferee will fulfill the commitments, obligations and representations of the transferor.

B) List the names and locations of other water and/or wastewater utilities owned by the transferee and PSC certificate numbers, if any.

None

C) Exhibit 2 - A copy of the contract for sale, which shall include:

1) Purchase price and terms of payment; and
2) A list of the assets purchased and liabilities assumed or not assumed.

The contract for sale shall also provide for the disposition, where applicable, of the following:

1) Customer deposits and interest thereon;
2) Any guaranteed revenue contracts;
3) Developer agreements;
4) Customer advances;
5) Debt of the utility; and
6) Leases.

D) Exhibit 3 - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

E) Exhibit N/A - A statement of how the transferee is financing the purchase.

F) Exhibit N/A - A list of all entities which have provided or will provide funding to the transferee, their financial statements and copies of any financial agreements to commit funding to the utility.

G) Exhibit 4 - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, indicate the Order No. and date issued. Order No. 18312
Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit N/A - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

Tradewinds Utilities, Inc. (904)622-4949
Name Phone No.

1601 N.E. 25th Avenue, Suite 801
Street address

Ocala, Florida 32678
City State Zip Code

J) Exhibits 2 & 4 - If the books and records of the seller are not available for inspection by the Commission, a statement by the transferee that a good faith, extensive effort has been made to obtain such books and records for inspection.

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit 5 - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by certified mail or personal delivery to the governing body of the county in which the system is located, the governing body of any municipality within a four (4) mile radius of the territory, any water or wastewater utility within a four (4) mile radius of the territory, regional planning agency, the Public Counsel and the Public Service Commission. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

B) Exhibit 6 - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

C) Exhibit 7 - Immediately upon completion of publication, an affidavit that the notice of actual application was published once each week for three (3) consecutive weeks in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS WILL BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application: $300.00 (one fee for water and one for wastewater)

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee is determined by the capacity of the system proposed to be transferred. To determine the fee, equate the design capacity of the system and/or plant to persons. One equivalent residential connection equates to 3.5 persons. One hundred gallons per day, per person (100 gpd/p) is accepted design criteria in representing water consumer per day per person and/or representing wastewater flow per day per person. If the design capacity of the system or plant is known in gallons then divide this figure by 100 to find the number of persons that can be served.

1)	1 to 999 persons	$ 150.00
2)	1,000 to 4,999 persons	$ 900.00
3)	5,000 to 9,999 persons	$ 1,500.00
4)	10,000 or more persons	$ 2,250.00

PART V OTHER

A) Exhibit 2 - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease.

B) Exhibit 8 - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.

C) Exhibit N/A - If the utility's current certificate(s) is not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

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

Real Estate Recovery, Inc.
an independent contractor for
RTC, as Receiver for Miami Savings Bank

(Applicant)

BY: _____
Name and Title*
Richard K. Hollowell
Senior Vice President

Subscribed and sworn to before me this 8th day of December 1992.

_____
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
FRANKLIN M KESSLER
COMMISSION NUMBER
CC188455
MY COMMISSION EXP
MAR. 23,1996

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

KATZ, KUTTER, HAIGLER, ALDERMAN, DAVIS & MARKS

PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

SILVIA MORELL ALDERMAN
DANIEL C. BROWN
RICHARD E. COATES
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OF COUNSEL
PATRICK F. MARONEY

GOVERNMENTAL CONSULTANTS
MONICA A. LASSETER*
GERALD C. WESTER*
(*NOT AN ATTORNEY)

December 15, 1992

DEPOSIT TREAS. REC DATE
DEC 28 DEC 1 7 '92

Mr. Steve Tribble, Director
Division of Records and Reporting
Florida Public Service Commission
Room 107 Fletcher Building
Tallahassee, Florida 32399-0850

RE: Application For Sale, Assignment or Transfer of Certificate of Facilities

Dear Mr. Tribble:

Enclosed please find the original and fifteen (15) copies of the completed Application for Sale, Assignment or Transfer of Certificate or Facilities, the original two (2) copies of the Proposed Wastewater and Water Tariffs and a check in the amount of $300.00 for the filing fee on behalf of Tradewinds Utilities, Inc., c/o Real Estate Recovery, Inc.

If additional information is needed, please do not hesitate to contact me.

Sincerely,

DOCUMENT NUMBER-DATE
14498 DEC 15 1
FPSC-RECORDS/REPORTING

RTC, REC REAL ESTATE RECOVERY, INC.
AMDA 714900100
14 PIDGEON HILL DR., STE. 300
STERLING, VA 22170

1490

PAY TO THE ORDER OF Florida Public Service Commission Dec 8 1992

Three hundred and 00/100 $ 300.00 DOLLARS

FEDERAL HOME LOAN BANK OF CHICAGO
111 E. WACKER DR.
CHICAGO, ILL. 60601

FOR Landfair - Transfer Tradewinds Util. (Partial) Sherry Valdes

"001490" :071004501: 270"77098"

2-450/710

EXHIBIT I

The utility was obtained by the RTC, as Receiver for Miami Savings Bank, after it was appointed Receiver for the Miami Savings Bank (hereinafter **"RTC"**). The RTC foreclosed on a loan secured by a mortgage on utility assets and facilities. As a result of the foreclosure, the RTC obtained a Certificate of Title executed and filed in the Circuit Court of the Fifth Judicial Circuit in and for Marion County, Florida. The RTC through its SAMDA contractor/asset manager Real Estate Recovery, Inc. (RER), has secured the services of Miles Christen Anderson, Consulting Engineer, to manage the facilities. Aqua-Pure Water and Sewage Service, Inc., is the operator of the utility and Fred Tattersall, CPA, is the utility's accountant. The RTC c/o RER has the financial ability to provide service and will fulfill all commitments, obligations and representatives of the transferor except to otherwise provide in this application (See Exhibit 3 herein). Because of the circumstances surrounding the acquisition, the RTC c/o RER reserves the right to pursue any claims against Tradewinds Utilities, Inc., as permitted by law, notwithstanding the transfer of the property to the RTC c/o RER.

EXHIBIT 2

CERTIFICATE OF TITLE
CHAPTER 45

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

GENERAL JURISDICTION DIVISION

CIVIL ACTION NO. 89-4820

SECTION B

The RESOLUTION TRUST CORPORATION, as Receiver for MIAMI SAVINGS BANK, a Florida corporation,

Plaintiff,

vs.

AMERICAN FIRST MORTGAGE FUNDING CORP., a Florida corporation; MANNING BUILDING SUPPLIES, INC.; a Florida corporation; ARCHITECTURE PLUS, INC., a Florida corporation; CHANCET, INC., a Florida corporation; TRADEWINDS UTILITIES INC., a Florida corporation; WHEELER CONSOLIDATED, INC., a Florida corporation, d/b/a PANNING LUMBER COMPANY; ADDISON PRINTING, INC., a Florida corporation; LANDMARK ROOF TRUSS, INC., a Florida corporation; MARION COUNTY TAX COLLECTOR; MARVIN L. SHEPPARD and PHYLLIS SHEPPARD, his wife; CHARLES DEMENZES; and JOHN DOE NOS. 1-10,

Defendants.

RECORDED AND RECORD VERIFIED MARION COUNTY,FL 91 OCT 21 AM 10:27

BY Samuel E. Higgins D.C. 91-066089

THE UNDERSIGNED CLERK OF this Court certifies that a Certificate of Sale was executed and filed in this action on October 9, 1991 for the property described herein and that objections to the sale have either not been filed within the time allotted by statutory law or, if filed, have been heard by the Court. The property in Marion County, Florida and described as follows:

PROPERTY I

Tracts E, F and G, Landfair Unit 1 according to the plat thereof, as recorded in Plat Book Y, at Pages 53 and 54, of the Public Records of Marion County, Florida, located in Section

16, Township 14 South, Range 22 East (hereinafter "Property I").

RECORD AND RETURN TO

was sold to:

The Resolution Trust Corporation, as Receiver for Miami Savings Bank; c/o Olle, St. Louis, Macaulay & Zorrilla, P.A., 1402 Miami Center, 201 South Biscayne Boulevard, Miami, Florida 333131.

WITNESS my hand and the seal of this Court on October 21, 1991.

FRANCES E. THIGPIN
Clerk of Court

By: _____

As Deputy Clerk

CERTIFIED: A TRUE COPY
FRANCES E. THIGPIN, Clerk
By _____ D.C.

CERTIFICATE OF TITLE
CHAPTER 45

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

GENERAL JURISDICTION DIVISION

CIVIL ACTION NO. 89-4820

SECTION B

The RESOLUTION TRUST CORPORATION, as Receiver for MIAMI SAVINGS BANK, a Florida corporation,

Plaintiff,

vs.

AMERICAN FIRST MORTGAGE FUNDING CORP., a Florida corporation; MANNING BUILDING SUPPLIES, INC.; a Florida corporation; ARCHITECTURE PLUS, INC., a Florida corporation; CHANCET, INC., a Florida corporation; TRADEWINDS UTILITIES INC., a Florida corporation; WHEELER CONSOLIDATED, INC., a Florida corporation, d/b/a PANNING LUMBER COMPANY; ADDISON PRINTING, INC., a Florida corporation; LANDMARK ROOF TRUSS, INC., a Florida corporation; MARION COUNTY TAX COLLECTOR; MARVIN L. SHEPPARD and PHYLLIS SHEPPARD, his wife; CHARLES DEMENZES; and JOHN DOE NOS. 1-10,

Defendants.

RECORDED AND RECORD VERIFIED MARION COUNTY, FL
91 OCT 21 AM 10:27
BY DC
91-066088

THE UNDERSIGNED CLERK OF this Court certifies that a Certificate of Sale was executed and filed in this action on October 9, 1991 for the property described herein and that objections to the sale have either not been filed within the time allotted by statutory law or, if filed, have been heard by the Court. The property in Marion County, Florida and described as follows:

Property II

PARCEL #1: The SW 1/4 of the SE 1/4 less the North 475 feet; and the SE 1/4 of the SE 1/4; and the South 3 chains of the NE 1/4 of the SE 1/4 all of Section 16, Township 14 South, Range 22 East, except the road right-of-way

lying and being in Marion County, Florida, LESS Tracts A, B, C, D, E, F, G and H of LANDFAIR UNIT 1 and LESS Lots 1 and 2 Block B; Lot 4 and North 3 feet of Lot 3, Block C; Lot 5 and the South 1/2 of Lot 6; The North 23 feet of Lot 15 and South 6 feet of Lot 16, Block C; and The North 20 feet of Lot 16 and South 1/2 of Lot 17, Block C; The North 1/2 of Lot 6; all of Lots 7 and 8, and the South 1/2 of Lot 9, in Block C The North 1/2 of Lot 9 and all of Lots 10, 11, 12, 13 and 14, all in Block C of LANDFAIR UNIT 1, according to the Plat thereof, as recorded in Plat Book Y, at Pages 53-55, of the Public Records of Marion County, Florida.

PARCEL #2: Commencing 630 feet North of the SW corner of Section 15, Township 14 South, Range 22 East, thence East 330 feet, thence North 660 feet, thence West 330 feet, thence South 660 feet to the point of beginning, all lying and being in Marion County, Florida,

Also Known As:

PARCEL #1: All of LANDFAIR UNIT 1, according to the Plat thereof, as recorded in Plat Book Y, at Pages 53-55, of the Public Records of Marion County, Florida, LESS Tracts A, B, C, D, E, F, G and H of LANDFAIR UNIT 1, and LESS Lots 1 and 2 Block B; Lot 4 and the North 3 feet of Lot 3, Block C; Lot 5 and the South 1/2 of Lot 6; The North 23 feet of Lot 15 and South 6 feet of Lot 16, Block C; and The North 20 feet of Lot 16 and South 1/2 of Lot 17, Block C; The North 1/2 of Lot 6; all of Lots 7 and 8, and the South 1/2 of Lot 9 and all of Lots 10, 11, 12, 13 and 14, all in Block C of LANDFAIR UNIT 1, according to the Plat thereof, as recorded in Plat Book Y, at Pages 53-55, of the Public Records of Marion County, Florida together with all of the lands in the proposed plat of LANDFAIR UNIT 2.

PARCEL #2: Commencing 630 feet North of the SW corner of Section 15, Township 14 South, Range 22 East, thence East 330 feet, thence North 660 feet, thence West 330 feet, thence South 660 feet to the point of beginning, all lying and being in Marion County, Florida.

(all of the foregoing being collectively referred to as "PROPERTY II").

RECORD AND RETURN TO

sold to:

The Resolution Trust Corporation, as Receiver for Miami Savings Bank; c/o Olle, St. Louis, Macaulay & Zorrilla, P.A., 1402 Miami Center, 201 South Biscayne Boulevard, Miami, Florida 333131.

WITNESS my hand and the seal of this Court on October 21, 1991.

FRANCES E. THIGPIN
Clerk of Court

By: _____
As Deputy Clerk

CERTIFIED: A TRUE COPY
FRANCES E. THIGPIN, CLERK
By: _____ D.C.

EXHIBIT 2A

- EXHIBIT A

FILED
91 OCT -4 AM 10:31
CLERK OF CIRCUIT COURT
MARION COUNTY, FL.

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

CASE NO. 89-4820 CA B

FLORIDA BAR NO. 381403

THE RESOLUTION TRUST CORPORATION, as Receiver for MIAMI SAVINGS BANK, a Florida corporation,

Plaintiff,

vs.

AMERICAN FIRST MORTGAGE FUNDING CORP., a Florida corporation; MANNING BUILDING SUPPLIES, INC.; a Florida corporation; ARCHITECTURE PLUS, INC., a Florida corporation; CHANCET, INC., a Florida corporation; TRADEWINDS UTILITIES INC., a Florida corporation; MARVIN L. SHEPPARD and PHYLLIS SHEPPARD, his wife; CHARLES DEMENZES; and JOHN DOE NOS. 1-10,

Defendants.
_____/

THE RESOLUTION TRUST CORPORATION'S MOTION FOR ORDER REQUIRING TRANSFER OF SECURITY DEPOSITS AND RECORDS

The Resolution Trust Corporation, as Receiver for Miami Savings Bank (the "RTC"), moves the Court for an Order Requiring Transfer of Security Deposits and Records and as grounds therefor states as follows:

1. On April 16, 1991, the Court entered Final Summary Judgment of Foreclosure in favor of the RTC on real property (the "Property") legally described in Exhibit A hereto.

2. The Property is presently scheduled for foreclosure sale on October 9, 1991.

3. A portion of the Property has been developed and is presently being operated as a utility by Defendant Tradewinds Utilities, Inc. ("Tradewinds").

4. Each of Tradewinds' utility customers has posted a cash security deposit with Tradewinds as security for the provision of utility services. Pursuant to regulations established by the Public Service Commission, Tradewinds is required to maintain the cash security deposits in a separate account for the benefit of its customers. See Rule 25-30.311(3), Fla. Admin. Code (each utility shall keep records to show: the name of each customer making the deposit, the premises occupied by the customer, the date and amount of deposit and a record of each such transaction concerning such deposit).

5. The RTC is entitled to an Order requiring Tradewinds to transfer to the RTC any and all cash security deposits being held by Tradewinds for its customers, together with any earned interest, an accounting showing the name of the customer and the amounts to be credited to each customer's account (the "Records"). See Rule 25-30.037(3)(e), Fla. Admin. Code (requiring customer deposits to be accounted for where utility transferred from owner to governmental authority); cf. § 83.49(7), Fla. Stat. (1989) (landlord/tenant statute requiring that upon the transfer of title

of property from one owner to another, any and all security deposits shall be transferred to the new owner, together with any earned interest and with an accurate accounting showing the amounts to be credited to each account).

WHEREFORE, the Resolution Trust Corporation, as Receiver for Miami Savings Bank, respectfully requests the Court to enter an Order requiring the transfer of Tradewinds' customer's security deposits and Records to the RTC upon transfer of the Certificate of Title to the RTC.

Respectfully Submitted,

OLLE, ST. LOUIS, MACAULAY
& ZORRILLA, P.A.
1402 Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131
(305) 358-9200

By: Michelle E Gorman

Juan C. Zorrilla
Raymond L. Robin
Michelle E. Gorman

EXHIBIT 2B

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

CASE NO. 89-4820 CA B

FLORIDA BAR NO. 381403

THE RESOLUTION TRUST CORPORATION, as Receiver for MIAMI SAVINGS BANK, a Florida corporation,

Plaintiff,

vs.

AMERICAN FIRST MORTGAGE FUNDING CORP., a Florida corporation; MANNING BUILDING SUPPLIES, INC.; a Florida corporation; ARCHITECTURE PLUS, INC., a Florida corporation; CHANCET, INC., a Florida corporation; TRADEWINDS UTILITIES INC., a Florida corporation; MARVIN L. SHEPPARD and PHYLLIS SHEPPARD, his wife; CHARLES DEMENZES; and JOHN DOE NOS. 1-10,

Defendants.

/

THE RESOLUTION TRUST CORPORATION'S MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION FOR ORDER REQUIRING TRANSFER OF SECURITY DEPOSITS AND RECORDS

The Resolution Trust Corporation, as Receiver for Miami Savings Bank (the "RTC"), hereby files its Memorandum of Law in support of its Motion for Order Requiring Transfer of Security Deposits and Records (the "Motion"). The Memorandum also responds to Defendant Tradewinds Utilities, Inc.'s Objection to the Motion (the "Objection"). The RTC is entitled to an Order Requiring Defendant Tradewinds Utilities, Inc. ("Tradewinds"), to transfer the security deposits to the RTC for the reasons set forth below.

SENT BY:OLLE ST. LOUIS, et a :10-29-91 5:16PM ; 8904 14079948297:# 5

I.
Introduction

On April 16, 1991, the Court entered a Final Summary Judgment of Foreclosure in favor of the RTC with respect to real property (the "Property") located in Marion County, Florida. The Property comprises undeveloped land and a water and sewage utility (the "Utility"). The RTC was the highest bidder at the foreclosure sale and acquired title to the Property including the Utility on October 21, 1991. Also on October 21, 1991, the RTC began operating the Utility and providing service to all customers connected to the Utility.

According to Defendant Tradewinds, the Utility provides service to approximately one hundred customers; eight customers are located on the foreclosed Property and approximately ninety customers are located in an apartment building which is not on the property foreclosed by the RTC. Although Tradewinds has never raised such a claim in any pleading in this action, it now claims that the RTC has no right to the underground pipes and equipment connected to, and used by, the Utility to provide service to the customers located in the apartment building. Tradewinds' reasons that since the underground pipes and equipment are not physically located on the Property, the RTC could not have acquired them pursuant to the judgment. Tradewinds does not claim to own any real property under which the pipes and equipment are located. In

SENT BY:OLLE ST. LOUIS, et a :10-29-91 5:16PM ; 8904 14079948297;# 6

fact, the underground pipes and equipment are located in a public right of way.

On October 3, 1991, the RTC served the Motion seeking to have the Court order Tradewinds to transfer to it all security deposits held by Tradewinds and corresponding records for the customers serviced by the Utility. On October 10, 1991, Tradewinds filed its Objection to the RTC's Motion. The Motion, which was previously set for hearing on October 10, 1991, is presently set to be heard on October 30, 1991.

II.

Argument

A. By operation of law the RTC owns the Utility and all underground pipes and equipment connected to it.

The Mortgage which secured, inter alia, the property on which the Utility is located also expressly secured

> all buildings, improvements, and tenements now or hereafter erected on the property,..., and all easements, rights, appurtenances, rents,..., water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks,...and all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real

SENT BY:OLLE ST. LOUIS, et a :10-29-91 5:17PM : 8094 14079948297:# 7

> property covered by this Instrument. (Emphasis added).

The Mortgage expressly includes appurtenances which are defined as

> An article adapted to the use of the property to which it is connected, and which was intended to be a permanent accession to the freehold. A thing is deemed to be incidental or appurtenant to land when it is by right used with the land for its benefit, as in the case of a way, or watercourse, or of a passage for light, air, or heat from or across the land of another.

Black's Law Dictionary 94 (5th ed. 1979). The language of the Mortgage clearly includes all underground pipes and equipment used in connection with the Utility.

In the context of the foreclosure of utilities, Courts have consistently interpreted "appurtenances" to include pipes used by the foreclosed utility but located on property not subject to the mortgage. Trask v. Moore, 24 Cal.2d 365, 149 P.2d 854 (Cal. 1944); Pine v. Gibraltar Savings Ass'n, 519 S.W.2d 238 (Tex. Ct. App. 1974). The Courts have unambiguously held that the mortgagee obtaining title to a utility at the foreclosure sale becomes the owner of the underground pipes and equipment not located or described in the mortgage but used in connection with the utility. See Trask; Pine. Tradewinds has not cited, nor could it cite, a single authority to support its untenable position that even though it no longer owns the Utility it owns the underground pipes and equipment located in the public right of way.

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Pine and Trask are directly on point and rebut Tradewinds' position. In both cases, the owners of the utility made the identical argument Tradewinds makes here -- the pipes located on real property not described in the mortgage did not pass to the mortgagee at the foreclosure sale but continued to belong to the property owner who no longer owned the utility. In each case, the court pointed out that the piping system was "incident to and necessary to the beneficial enjoyment of the land" and was therefore an appurtenance which was part of the property acquired by the mortgagee at the foreclosure sale. Trask, at 858. In Trask, not only did the court find that the pipes belonged to the purchaser of the utility at the foreclosure sale but it also ordered the owner to reconnect the pipes after he had disconnected them in anticipation of the foreclosure action. Accordingly, Tradewinds' argument should be rejected by the Court.

B. Tradewinds is required to transfer the security deposits to the RTC.

Pursuant to section 367.071(6), Florida Statutes (Supp. 1990):

> Any person, company, or organization that obtains ownership or control over any system, or part thereof, through foreclosure of a mortgage or other encumbrance, shall continue service without interruption and may not remove or dismantle any portion of the system previously dedicated to public use which would impair the ability, without the express approval of the commission. This provision may be enforced by an injunction issued by a court of competent jurisdiction.

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Section 367.161, Florida Statutes (1989) establishes civil penalties to be assessed against any entity violating the provisions of Chapter 367. Without so conceding, it would certainly appear that the RTC is obligated to continue to operate the Utility and provide service to all one hundred of the customers connected to the Utility.

Pursuant to Rule 25-30.311(3), Florida Administrative Code, a utility holding security deposits is required to keep detailed records concerning both the deposits and the customers. Rule 25-30.311(b) requires the utility to promptly refund the deposit when the service is terminated. Finally, Rule 25-30.037(3)(e), which obviously anticipates that the transferor of a utility will transfer the security deposits to the transferee, clearly requires that customer's deposits be accounted for when a utility is transferred from an owner to a governmental authority.

Based on the Florida Administrative Code and Chapter 367, Florida Statutes (1989), the RTC is fully entitled, and possibly required, to provide service to the approximately 100 customers serviced by the Utility prior to the foreclosure sale and to have this Court Order Tradewinds to transfer all security deposits held by it as trustee for the former customers of the Utility along with the corresponding records to the RTC. Cf. § 83.49(7), Fla. Stat. (1989) (landlord/tenant statute requiring that upon the transfer of title of property all security deposits shall be transferred to

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the new owner, together with any earned interest and with an accounting showing the amounts to be credited to each account). In fact, since Tradewinds no longer has the ability to service the Utility's customers, it would be unjustly enriched if it were entitled to simply keep the security deposits. There is no valid basis upon which Tradewinds could claim any entitlement to the security deposits. Accordingly, the Court should overrule Tradewinds' objection and enter an Order requiring the transfer of the security deposits and accrued interest and corresponding records to the RTC.

C. The Court is the only forum with jurisdiction to decide the issues presented in the Motion.

In its Objection Tradewinds appears to argue that the Court lacks jurisdiction to decide the issues raised in the Motion and that such issues are instead within the exclusive jurisdiction of the Florida Public Service Commission (the "PSC").

The primary issue addressed in the Motion is whether the pipes attached to the Utility were encumbered by the Mortgage and therefore now belong to the RTC. Pursuant to section 367.011(2), Florida Statutes (1989), the PSC has "exclusive jurisdiction over each utility with respect to its authority, service, and rates." As a creature of statutory creation, the PSC only exercises such power as is expressly conferred upon it by the legislature. Florida Bridge Co. v. Bevis, 363 So.2d 799, 802 (Fla. 1978); Deltona Corp. v. Mayo, 342 So.2d 510, 512 n.4 (Fla. 1977). Any

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reasonable doubt as to the extent of the PSC's authority must be resolved against such exercise. City of Cape Coral v. Gas Utility, Inc., 281 So.2d 493, 496 (Fla. 1973).

No portion of Chapter 367, Florida Statutes (1989), could in any way be construed to empower the PSC with the authority to determine conflicting claims to the ownership of a utility in a foreclosure action. Accordingly, only the Court may consider and decide the issues set forth in the Motion.

III.
Conclusion

In light of the foregoing, the Resolution Trust Corporation, as Receiver for Miami Savings Bank, respectfully requests the Court to enter an Order requiring Tradewinds to transfer the security deposits and corresponding customer records for the Utility to the RTC.

Respectfully Submitted,

OLLE, ST. LOUIS, MACAULAY
& ZORRILLA, P.A.
1402 Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131
(305) 358-9200

By: Raymond L. Robin
Juan C. Zorrilla
Raymond L. Robin
Michelle E. Gorman

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CASE NO. 89-4820 CA B

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Memorandum of Law in Support of its Motion for Order Requiring Transfer of Security Deposits and Records was served on this 29th day of October 1991, upon the following parties in the manner specified below:

(mail) American First Mortgage Funding Corp.
c/o Charles DeMenzes, Registered Agent
1601 N.E. 25th Avenue, Suite 801
Ocala, Florida 32670

(mail) Charles DeMenzes
1601 N.E. 25th Avenue, Suite 801
Ocala, Florida 32670

(mail and telecopy) A. Bice Hope, Esq.
P.O. Box 5217
Gainesville, Florida 32607-5217

Raymond, Cohn

1084005\p\Memo.Law

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EXHIBIT 2C

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

CASE NO. 89-4820 CA B

THE RESOLUTION TRUST CORPORATION,
as Receiver for MIAMI SAVINGS
BANK, a Florida corporation,

Plaintiff,

vs.

AMERICAN FIRST MORTGAGE FUNDING
CORP., a Florida corporation;
MANNING BUILDING SUPPLIES, INC.; a
Florida corporation; ARCHITECTURE
PLUS, INC., a Florida corporation;
CHANCET, INC., a Florida
corporation; TRADEWINDS UTILITIES
INC., a Florida corporation;
MARVIN L. SHEPPARD and PHYLLIS
SHEPPARD, his wife; CHARLES
DEMENZES; and JOHN DOE NOS. 1-10,

Defendants.

ORDER REQUIRING THE TRANSFER
OF SECURITY DEPOSITS AND RECORDS

THIS CAUSE came before the Court on October 30, 1991, upon the RTC's Motion for Order Requiring Transfer of Security Deposits and Records. The Court, having reviewed the Motion, heard argument of counsel and being otherwise fully advised in the premises

ORDERS AND ADJUDGES as follows:

1. The RTC's Motion is granted.

2. Defendant Tradewinds Utility, Inc. is to transfer to the RTC all security deposits plus accrued interest presently held by it on behalf of all customers of the Utility located on

Tracts E, F and G of Landfair Unit 1 on or before November 30, 1991.

3. Defendant Tradewinds Utility, Inc., is to provide the RTC with a complete list of all customers of the Utility located on Tracts E, F and G of Landfair Unit 1 on or before November 8, 1991. Such list shall include the complete name and address of each customer as well as a complete accounting concerning each customer's security deposit.

DONE AND ORDERED in Ocala, Marion County, Florida on this 7 day of November, 1991.

William T. Swigert
CIRCUIT JUDGE

Conformed copies to:

Raymond L. Robin, Esq.
A. Bica Hope, Esq.
Charles Demenzes
11-7-91/pbs

EXHIBIT 3

Tradewinds Utilities, Inc. is responsible for the disposition of any outstanding regulatory assessment fees, fines or refunds owed up to the date that it made the final transfer of the security deposits and/or the records as required by order of the Circuit Court of the Fifth Judicial Circuit in and for Marion County, Florida in Case No. 89-4820 CAB, dated November 7, 1991.

EXHIBIT 4

Attached hereto in accordance with Part II-G of the Application Form is an estimated valuation of the assets and liabilities known as the Land Fair Water and Sewer Utility. The valuation was performed by a certified public accountant and establishes a net book value of the utility as of December 30, 1991. Also included is the Public Service Commission required annual report of the Tradewinds Utilities, Inc., for the year ending December 31, 1991.

EXHIBIT 4

TATTERSALL AND TATTERSALL, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
(407) 894-2272

333 NORTH FERNCREEK AVENUE
ORLANDO, FLORIDA 32803-5499

FRED TATTERSALL, C.P.A.
PETER TATTERSALL, C.P.A.

SEP 04 1992

August 24, 1992

Real Estate Recovery, Inc.
927 Clint Moore Road
901 Congress Corporate Plaza
Boca Raton, Florida 33487
Attn: Ms. Jake Cost

Re: Landfair R.T.C. Utilities

Dear Ms. Cost:

The following is an estimated valuation of the assets and liabilities known as Landfair Water and Sewer Utility. A class "C" utility regulated by the Florida Public Service Commission, certificate #'s 405W and 342S.

Approach used for Valuation

The objective is to establish a net book value for Landfair Water & Sewer Utility.

The only approach available for Certified Public Accountant is to value the Utility on the basis of capital assets in place. In other words, the cost value of the water and sewer treatment plant: and water and sewer mains.

When Real Estate Recovery, Inc. assumed control of this Utili... there were no books or records available to ascertain historical cost values or liability balances. Accordingly approach was to obtain from the Florida Public Service Commission a copy of the former owners Annual Financial Reports as of December 31, 1990 and 1991. This Utility is regulated by the Public Service Commission and accordingly is required to file annual financial reports with the commission.

The Annual Report (financial statements) for the year ended December 31, 1991, was used as the primary document to ascertain the cost values for Landfair Utilities. The former owner of Landfair removed all assets and liabilities from the financial statements in the year 1991. The disposition of assets is reflected on these statements. Accordingly, a copy of the annual

report for Tradewinds Utilities, Inc. is made part of this report. Asset and liability values attributed to Landfair are high-lighted for your reference.

The integrity of all asset and liability values have not been verified from any source except the Public Service Commission Annual Report for the year ended December 31, 1991.

The attached statement of assets, liabilities and owners equity as of December 31, 1991, reflect all available valuation data.

Sincerely,

Fred Tattersall, C.P.A.

Ft/itg

LANDFAIR UTILITIES
Assets, Liabilities and Owners Equity

Assets	Balance 12/31/91
Water Plant	$ 130,813
Accumulated Depreciation	(10,206)
Net Plant	120,607
Sewer Plant	161,414
Accumulated Depreciation	(15,755)
Net Plant	145,659
Total Plant Assets	$ 266,266
Liabilities and Owners Equity	
Contributions in Aid of Construction - Water	$ 129,675
Contributions in Aid of Construction - Sewer	152,732
	282,407
Accumulated Amortization	(52,961)
Net Contributions in Aid of Contruction	229,446
Owner Equity	36,820
Total CIAC & Owners Equity	$ 266,266

LANDFAIR UTILITIES
Water Plant
Assets
12/31/91

Acct#	Description	Cost	Depreciation Life	Depreciation Rate	Acct#	Bal.
303	Land	$ 19,500		N/A	-0-	$ -0-
311	Well Pumps	11,098	15	6,6667	311	2,960
330	Dist Res & Standpipes	13,000	30	3,333	330	1,732
331	Trans & Dist Mains	73,172	40	2,500	331	4,148
333	Services	11,315	35	2,8571	333	1,294
339	Other Plant & Misc.	2,728	35	2,8571	339	72
	Total @ 12/31/91	$130,813				$10,206

WATER MAIN DATA
6" PVC 8,242'
4" PVC 3,515'
2" PVC 2,897'
1" PVC 297'

WELL & PUMP DATA
Year Const 1989/Type Steel Grouted
Dept. 160'
Drain 8"
Pump 250 GPM
Motor 20 HP
Yield 10,000
Aux P Diesel Eng.

RESERVOIR
Type: Steel, Capacity 20,000
Ground Level
Source of Water = Well
Type Gas Chlorinated, Make VT-100
Measurement = Flow Meter

LANDFAIR UTILITIES
Sewer Plant
Assets
12/31/91

Acct #	Description	Cost	Depreciation Life	Depreciation Rate	Accum Dep/Bal
352	Franchise	$ 75	N/A	N/A	$ N/A
353	Land	39,000	N/A	N/A	N/A
360	Force Mains	7,700	27	3.70%	1,140
361	Gravity Feed Collection Lines	54,200	40	2.50%	4,206
362	Special Collecting Structures	17,400	35	2.86%	1,739
363	Services to Customers	8,500	35	2.86%	972
365	Flow Measuring D.	5,610	3	33.33%	5,610
370	Receiving Well (Lift Station)	28,625	18	5.56%	2,085
389	Other Plant	304	15	6.667%	3
	Total @ 12/31/91	$161,414			$15,755

PUMPING EQUIPMENT
2-Lift Stations: Sta-Rite Pumps Installed 1990, 100GPM, 4" electric 1.5 HP @ 10 AMPS. 1-Valve Vault

COLLECTING MAINS
8" PVC, 9,287
6" - 803'
4" = 3,621'

FORCE MAINS
4" PVC, 3912

MANHOLES
4', Concrete 22 units - cleanouts 4

TREATMENT PLANT
Mfg. Marloff, concrete, capacity = 125,000, Daily flow 1,000

LANDFAIR UTILITIES
Contribution in Aid of Construction
Accumulated Amortization
12/91/91

	WATER	SEWER	TOTAL
Ending Balance 12/31/91 Accumulated Amortization	$ 26,713	$ 51,575	$ 78,288
Less 1991 Amortization Expense	(9,192)	(11,106)	(20,298)
Amortization Balance after write off of Landfair portion	17,521	40,469	57,990
Accumulated amortization 12/31/90	38,911	72,040	110,951
Accumulated Amortization balance attributable to Landfair	$ 21,930	$ 31,571	$ 52,961

LANDFAIR UTILITIES

FINANCIAL STATEMENTS

JUNE 30, 1992

TATTERSALL AND TATTERSALL, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

TATTERSALL AND TATTERSALL, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
(407) 894-2272

FRED TATTERSALL, C.P.A.
PETER TATTERSALL, C.P.A.

333 NORTH FERNCREEK AVENUE
ORLANDO, FLORIDA 32803-5499

To Real Estate Recovery, Inc.
LANDFAIR UTILITIES
Ocala, Florida

We have compiled the accompanying statement of assets, liabilities and equity - modified cash basis of **LANDFAIR UTILITIES** as of June 30, 1992 and the related statement of revenues and expenses - modified cash basis for the six months then ended in accordance with standards established by the American Institute of Certified Public Accountants. The financial statements have been prepared on the modified cash basis of accounting which is a comprehensive basis of accounting other than generally accepted accounting principles.

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

Management has elected to omit substantially all of the financial statement disclosures. If the omitted disclosures were included in the financial statements, they might influence the user's conclusion about the Company's assets, liabilities, equity, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Tattersall and Tattersall, P.A.
Certified Public Accountants

August 25, 1992

LANDFAIR UTILITIES
Statement of Assets, Liabilities and Equity
Modified Cash Basis
June 30, 1992

ASSETS	
CURRENT ASSETS	
Cash	$ 9,213.75
Accounts receivable - N.S.F. check	20.97
Deposits receivable	1,558.10
TOTAL CURRENT ASSETS	10,792.82
Utility Plant - Water	130,813.00
Utility Plant - Sewer	161,414.00
Accumulated Depreciation	(29,657.00)
NET UTILITY PLANT	262,570.00
TOTAL ASSETS	$273,362.82
LIABILITIES AND EQUITY	
Customer deposits	$ 5,592.90
Contributions in Aid of Construction - Water	129,675.00
Contributions in Aid of Construction - Sewer	152,732.00
Accumulated amortization	(58,175.00)
NET CONTRIBUTIONS IN AID OF CONSTRUCTION	224,232.00
EQUITY	38,780.75
Current year income	4,757.17
TOTAL LIABILITIES AND EQUITY	$273,362.42

SEE ACCOUNTANTS' COMPILATION REPORT

LANDFAIR UTILITIES
Statement of Revenues and Expenses
Modified Cash Basis
For the Six Months Ended June 30, 1992

REVENUE	
Water and Sewer	$ 15,262.31
Connection fees	390.00
TOTAL REVENUE	15,652.31
EXPENSES	
Repairs and maintenance	5,732.20
Amortization - CIAC	(5,214.00)
Depreciation	3,696.00
Chemicals	3,545.00
Utilities	2,499.83
Meter reading	357.75
Office	278.34
TOTAL EXPENSES	10,895.12
NET INCOME	$ 4,757.19

SEE ACCOUNTANTS' COMPILATION REPORT

CLASS "C"

WATER and/or SEWER UTILITIES

(Gross Revenue of Less Than $150,000 Each)

Copy

ANNUAL REPORT

OF

WS 42

WS350
Tradewinds Utilities, Inc.
P. O. Box 5220
Ocala, FL 32678-5220

405-W; 342-S
Certificate Number(s)

FOR THE

YEAR ENDED DECEMBER 31, 19 91

Form PSC/WAS 6 (Rev. 12/22/86)

General Instructions

1. Prepare this report in conformity with the 1984 National Association of Regulatory Utility Commissioners Uniform System of Accounts for Water and/or Sewer Utilities.

2. Interpret all accounting words and phrases in accordance with the USOA.

3. Complete each question fully and accurately, even if it has been answered in a previous annual report. Enter the word "None" where it truely and completely states the fact.

4. For any question, section, or page which is not applicable to the respondent enter the words "Not Applicable". Do not omit any pages.

5. Where dates are called for, the month and day should be stated as well as the year.

6. All schedules requiring dollar entries should be rounded to the nearest dollar.

7. Complete this report by means which result in a permanent record, such as by typewriter.

8. If there is not enough room on any schedule, an additional page or pages may be added provided the format of the added schedule matches the format of the schedule with not enough room. Such a schedule should reference the appropriate schedules, state the name of the utility, and state the year of the report.

9. If it is necessary or desirable to insert additional statements for the purpose of further explanation of schedules, such statements should be made at the bottom of the page or on an additional page. Any additional pages should state the name of the utility and the year of the report, and reference the appropriate schedule.

10. The report should be filled out in quadruplicate and the original and two copies returned by March 31 of the year following the date of the report. The report should be returned to:

Florida Public Service Commission
Division of Water and Sewer
101 East Gaines Street
Tallahassee, Florida 32399-0873

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REPORT OF

RADEWINDS UTILITIES, INC

O BOX 5220

CALA, FLORIDA 32678

elephone Number 904-622-4949

MARION COUNTY

Date Utility First Organized 7/83

iled with the Internal Revenue Service as 1120 Corporation

ooks and Records located: 1601 N E 25th Ave Suite 801, Ocala, Fl 32670

ubdivisions where service is provided: Tradewinds Village, Countryside
states, Countryside 1st Addition, Pearl Brittian Plaza

CONTACTS:

Name	Title	Principal Business Address	Salary Charged Utility
Person to send Correspondence Charles deMenzes	President	1601 N E 25th Ave Suite 801 Ocala, Fl 32670	xxxxxxxx
Person who prepared this report Charles deMenzes	President	1601 N E 25th Ave Suite 801 Ocala, Fl 32670	xxxxxxxx
Officers and Managers Charles deMenzes	President	1601 N E 25th Ave Suite 801 Ocala, Fl 32670	2100.00

eport every Corporation or person owning or holding directly or indirectly
percent or more of the voting securities of the reporting utility

Name	Percent Ownership in Utility	Principal Business Address	Salary Charged Utility
John F Fabian	50	1430 SE 43rd Terrace Ocala, Fl 32671	None
Jean Segarra	50	9 Robin Place W Nyack, NY 10994	None

405-W, 342-S

UTILITY NAME Tradewinds Utilities, Inc

YEAR OF REPORT
DECEMBER 31, 1991

INCOME STATEMENT

Account Name	Ref. Page	Water	Sewer	Other	Total Company
Gross Revenue		57,282	61,524		118,806
Residential		5,307	10,495		15,802
Commercial					
Other (Specify)		1,150	1,151		2,301
Turn on Charges					
Total Gross Revenue		63,739	73,169		136,909
Operation Expense (Must tie to Pages W-3 & S-3)	W-3 S-3	60,437	68,274		128,711
Depreciation Expense	F-5	17,904	27,559		45,463
Amortization Expense		(9,192)	(11,106)		(20,298)
Taxes Other Than Income	F-7	5682 8,318	4766 10,214		18,532
Total Operating Expense		77,467 74,831	94,941 89,493		172,408
Net Operating Income (Loss)		(13,728) 11,092	(21,771) 16,324		(35,499)
Other Income:					
Non Utility Income				523	523
Golf Driving Range					
CIAC Tax Impact Pearl		104,381	188,966		293,377
Brittian Plaza					
CIAC Due to Abandonment		111,316	121,381		232,697
Fixed Assets		1,879	1,879		3,758
Misc					
Other Deductions		13,980	13,999		27,979
Interest Expense					
Loss on Abandonment		121,017	146,187		267,204
Fixed Assets				1,356	1,356
Golf Range Expense					
Net Income (Loss)		70,560	128,590	(833)	198,317

UTILITY NAME Tradewinds Utilities, Inc

YEAR OF REPORT
DECEMBER 31,1991

COMPARATIVE BALANCE SHEET

Account Name	Reference Page	Current Year	Previous Year
Assets:			
Utility Plant in Service (101-105)	F-5,W-1,S-1	961,112	815,143
Accumulated Depreciation and Amortization (108)	F-,W-2,S-3	(183,013)	(163,501)
Net Utility Plant		778,100	651,642
Cash		(8,452)	628
Customer Accts Receivable (141)		1,650	1,526
Other Assets:			
20 Acres for spray field			114,716
Unamortized Debt Discount		5,280	5,280
CIAC Tax Impact Countryside			
1st Addition		35,855	38,340
Special Deposits		2,055	2,055
Work in Process			119,378
Accumulated provision for Uncollected Accounts		242	
Total Assets		814,639	933,565
Liabilities & Capital			
Common Stock Issued (201)	F-6	200	200
Preferred Stock Issued (204)	F-6		
Other Paid in Capital (211)		121,631	121,631
Retained Earnings (215)	F-6	146,359	(52,885)
Total Capital		268,190	68,946
Long Term Debt (224)	F-6	334,571	205,327
Accounts Payable (231)		9,965	24,581
Notes Payable (232)		10,826	19,991
Customer Deposits		9,979	13,849
Accrued Taxes (236)		10,448	14,552
Other Liabilities (Specify)			
Returned Refund Checks		226	22
Payroll Tax Deposits		219	(136)
Advances for Construction			163,223
Contributions in Aid of Construction - Net (271-272)	F-8	170,215	423,210
Total Liabilities & Capital		814,639	933,565

UTILITY NAME Tradewinds Utilities, Inc

YEAR OF REPORT
DECEMBER 31,1991

NET UTILITY PLANT

Plant Accounts (101 - 107) Inclusive	Water	Sewer	Total
Utility Plant in Service (101)	330,317	484,826	815,143
Construction work in Progress			
Other (Specify) Addition Pearl Brittian Plaza	97,903	340,293	438,196
Loss on Abandonment Landfair	(130,813)	(161,414)	(292,227)
Total Utility Plant	297,407	663,705	961,112

ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT

Account 108	Water	Sewer	Total
Balance first of Year	52,041	111,460	163,501
Credits During Year			
Accruals charged to Depreciation Account	17,935	27,559	45,494
	69,976	139,019	208,995
Total Credits			
Debits During Year:			
Recovery due to Loss on Abandonment	10,227	15,755	25,982
Balance End of Year	59,749	123,264	183,013

ITY NAME Tradewinds Utilities, Inc

YEAR OF REPORT
DECEMBER 31,1991

CAPITAL STOCK (201 - 204)

	Common Stock	Preferred Stock
ar or stated value per share	2.50	
hares authorized	500	
hares issued and outstanding	200	
otal par value of stock issued	500	
ividends declared per share for year	-0-	

RETAINED EARNINGS (215)

	Appropriated	Un-Appropriated
Balance first of year		(52,885)
Changes during the year (specify)		(35,499)
Less Current year operating loss		293,377
CIAC Tax impact Pear Brittian		232,697
Recapture CIAC on abandonment Fixed Assets		2,925
Misc Non Utility Income (net)		(267,204)
Loss on Abandonment Fixed Assets		(27,979)
Interest Expense		927
Adj Error Prior Year		146,359
Balance end of year		==========

LONG TERM DEBT (224)

	Interest		Principal per Balance Sheet Date
	Rate	Pymts	
Mid State Federal	Var	Mo	156,229
Pearl Brittian Plaza (Refundable Advance)	-0-	Mo	158,946
Carey Demand	-0-		12,000
Gorney 11/3/84 - 09/90/93	10	Mo	7,395
Total			334,571
			=======

UTILITY NAME Tradewinds Utilities, Inc

YEAR OF REPORT
DECEMBER 31, 1991

TAXES ACCRUED (236)

	Water (b)	Sewer (c)	Other (d)	Total (e)
Balance first of Year	5,620	8,932		14,552
Accruals Charged				
State ad valorem tax	2,814	1,474		4,288
Local Property Tax				
Federal Income Tax				
Regulatory assessment fee	2,868	3,292		6,159
Total Taxes Accrued	11,302	13,698		25,999
Taxes Paid:				
State ad valorem tax				
Local Property Tax	4,299	7,603		11,902
Federal Income Tax				
Regulatory Assessment Fee	1,321	1,329		2,650
Total Taxes Paid	5,620	8,932		14,552
Balance end of year	5,682	4,766		10,448

PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES

Report all information concerning rate, management, construction advertising, labor relations, public relations, or other similar professional service rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever, amounting to $500 or more.

Name of Recipient	Amount	Description of Service
Aqua Pure	1,616	Plant operation and testing
Collier & Sologruen	2,389	CPA
Brice Hope	2,000	Attorney
Larry Karns	4,562	Attorney
Kathy Burns	825	Attorney

'ILITY NAME Tradewinds Utilities, Inc

YEAR OF REPORT
DECEMBER 31, 1991

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

(a)	Water (b	Sewer (c)	Total (d)
Balance first of year	232,225	298,684	530,909
Add Credits during year	-0-	-0-	-0-
Total	232,225	298,684	530,909
Deduct charges during year	129,675	152,732	282,407
Balance end of year	26,713	51,575	78,288
Less accumulated Amortization	75,838	94,377	170,215
Net CIAC			

CIAC deducted for loss of plant

UTILITY NAME: TRADEWINDS UTILITIES, INC.

YEAR OF REPORT
12/31/91

WATER UTILITY PLANT ACCOUNTS

ACCT. NO. (a)	ACCOUNT DESCRIPTION (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	DELETIONS (e)	CURRENT YEAR (f)
302	FRANCHISES	925	0	0	925
303	LAND AND LAND RIGHTS (LOTS 6 & 7 BLK	39,500	0	19,500	20,000
304	STRUCTURES AND IMPROVEMENTS (BLOCK HO	11,039	0	0	11,039
307	WELLS AND SPRINGS	0	0	0	0
308	PEARL BRITAIN FIRE WELL (8" FIRE SERV	0	48,797	0	48,797
309	SUPPLY MAINS	0	2,469	0	2,469
311	WELL PUMPS (10 HP 6" - 7.5 HP 6")	34,712	0	11,098	23,614
320	WATER TREATMENT EQUIPMENT	681	0	0	681
330	DISTRIBUTION RESERVOIR AND STANDPIPES	30,654	589	13,000	18,243
331	TRANSMISSION AND DISTRIBUTION MAINS	174,088	0	73,172	100,916
332	PEARL BRITAIN DISTRIBUTION MAINS	0	23,093	0	23,093
333	SERVICES	24,982	19,176	11,315	32,843
334	METERS AND METER INSTALLATIONS	8,878	0	0	8,878
339	OTHER PLANT AND MISC EQUIPMENT	2,728	0	2,728	0
340	OFFICE FURNITURE AND EQUIPMENT	1,156	3,779	0	4,935
343	TOOL, SHOP AND GARAGE EQUIPMENT	974	0	0	974
	TOTALS	$ 330,317	97,903	130,813	297,407

TRADEWINDS UTILITIES, INC.

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

YEAR OF REPORT
12/31/91

T.	ACCOUNT DESCRIPTION (b)	AVERAGE SERVICE LIFE (c)	DEPR RATE APPLIED (e)	ACCUM DEPR BALANCE PREV YEAR (f)	DEBITS (g)	CREDITS (h)	ACCUM DEPR BALANCE (i)
2	FRANCHISES	29	3.4482	201	0	31	232
4	STRUCTURES AND IMPROVEMENTS (BLOCK HOUSE)	27	3.7037	2,998	0	408	3,406
8	PEARL BRITAIN FIRE WELL (8" FIRE SERVICE)	15	6.6667	0	0	3,253	3,253
9	SUPPLY MAINS	40	2.5000	0	0	61	61
1	WELL PUMPS (10 HP 6" - 7.5 HP 6")	15	6.6667	9,940	0	1,574	11,514
0	WATER TREATMENT EQUIPMENT	7	14.2858	712	31	0	681
0	DISTRIBUTION RESERVOIR AND STANDPIPES	3	33.3333	3,667	0	6,081	9,748
1	TRANSMISSION AND DISTRIBUTION MAINS	40	2.5000	17,848	0	2,522	20,370
2	PEARL BRITAIN DISTRIBUTION MAINS	40	2.5000	0	0	577	577
3	SERVICES	35	2.8571	2,862	0	938	3,800
4	METERS AND METER INSTALLATIONS	17	5.8823	3,312	0	522	3,834
0	OFFICE FURNITURE AND EQUIPMENT	3	33.3333	185	0	1,644	1,829
3	TOOL, SHOP AND GARAGE EQUIPMENT	3	33.3333	120	0	324	444
	TOTALS			$ 41,845	31	17,935	59,749

UTILITY NAME: TRADEWINDS UTILITIES, INC.

YEAR OF REPORT
12/31/91

WATER OPERATION AND MAINTENANCE EXPENSE

ACCT. NO.	ACCOUNT NAME	AMOUNT
601	SALARIES & WAGES EMPLOYEES WATER	20,944
603	SALARIES & WAGES OFFICERS WATER	1,109
604	EMPLOYEE BENEFITS WATER	2,338
615	PURCHASED POWER WATER	2,772
618	CHEMICALS	761
620	MATERIAL & SUPPLIES WATER	3,109
630	CONTRACTURAL EXPENSE WATER	10,519
640	RENT	7,221
650	TRANSPORTATION EXPENSE WATER	2,899
655	INSURANCE EXPENSE WATER	1,892
670	BAD DEBT EXPENSE WATER	145
675	MISC EXPENSE WATER	6,736
	TOTALS OPERATION AND MAINTENANCE EXPENSE.....	60,436

WATER CUSTOMERS

DESCRIPTION	NUMBER FIRST OF YEAR	ADDITIONS	DISCONNECTS	NUMBER END OF YEAR
MEASURED SERVICE CUSTOMER BY METER SIZE:				
5/8 X 3/4"	366		85	283
2"	0	6		6
TOTAL CUSTOMERS	366	6	85	289

FILITY NAME: Tradewinds Utilities, Inc

YEAR OF REPORT
DECEMBER 31, 1991

PUMPING AND PURCHASED WATER STATISTICS

(a)	Water Purchased for resale (omit 000) (b)	Finished Water from Wells (omit 000) (c)	Accounted for loss thru line flushing etc, (omit 000) (d)	Total Water Pumped and Purchased (omit 000) (b)+(c)-(d) (e)	Water sold to Customers (omit 000 (f)
January	None	1973	84		1889
February	"	2254	132		2122
March	"	2047	171		1876
April	"	2796	192		2604
May	"	2694	117		2577
June	"	2482	18		2464
July	"	2199	43		2156
August	"	2774	81		2693
September	"	2844	83		2761
October	"	2333	74		2259
November	"	2465	72		2393
December	"	1817	53		1764
Total For Year	None	28,678	1,120		27,558

MAINS (Feet)

Kind of Pipe	Diameter of Pipe	First of Year	Added	Removed or Abandoned	End of Year
PVC	6"	9120	-0-	4850	4270
PVC	4"	6305	-0-	2475	3830
PVC	8"	2750	-0-	-0-	2750

UTILITY NAME Tradewinds Utilitios, Inc

YEAR OF REPORT
DECEMBER 31,1991

WELLS AND WELL PUMPS

(a)	(b)	(c)	(d)
Year Constructed	1983	1983	1990
Type of well Construction and casing	Steel Grouted	Steel Grouted	Steel Grouted
Depth of Wells	285'	140'	140'
Diameters of Wells	6"	6"	10"
Pump GPM	300	150	950
Motor HP	10	7.5	75
Yeilds of Wells in GPD	1000	1000	60000
Auxiliary Power	Winco Gen	Winco Gen	b+c= Backup

RESERVOIRS

(a)	(b)	(c)	
Description	Steel	Steel	
Capacity of Tank	5,000	10,000	
Ground or Elevated	Ground	Ground	

TILITY NAME: Tradewinds Utilities, Inc

YEAR OF REPORT
DECEMBER 31,1991

SOURCE OF SUPPLY

List for each source of supply:

Gals. per day of source	798,000	210,000	126,000
Type of source	Well	Well	Well

WATER TREATMENT FACILITIES

List for each water treatment facility:

Type	Gas Chlorinated	Gas Chlorinated	Gas Chlorinated
Make	VT 100	VT 100	VT 100
Gals per day capacity	1,368,000	360,000	216,000
Method of Measurement	Flow Meter	Flow Meter	Flow Meter

OTHER WATER SYSTEM INFORMATION

Furnish information below for each system not physically connected with another facility.

2. Present ERC's * now being served 475
3. Present ERC's * that system can efficiently serve 1600
4. Estimated annual incease in ERC's* 25
4. List fire fighting facilities and capacities
   FIRE TRUCK TANK REFILL & FIRE HYDRANTS
   SPRINKLER SYSTEM AT SHOPPING CENTER
5. List percent of certificated area where service connections are installed. (total for each county) 55

6. What is the current need for system upgrading and/or expansion None

7. What are plans for future system upgrading and/or expansion None

8. Have questions 6 and 7 been discussed with an enginoer (if so, state name and address)?

9. Have questions 6 and 7 been discussed with appropriate state sanitary engineering office ?

* ERC = (Total Gallons Sold / 365 days / 350 Gallons Per Day

UTILITY NAME: TRADEWINDS UTILITIES, INC.

YEAR OF REPORT
12/31/91

SEWER UTILITY PLANT ACCOUNTS

ACCT. NO. (a)	ACCOUNT DESCRIPTION (b)	PREVIOUS YEAR (c)	ADDITIONS (d)	DELETIONS (e)	CURRENT YEAR (f)
350	SEWER UTILITY PLANT	0	3,001	0	3,001
351	FRANCHISES	947	0	0	947
352	FRANCHISES	75	0	75	0
353	LAND & LAND RIGHTS (L-14 B-G + 20 ACR	75,000	114,716	39,000	150,716
354	STRUCTURES AND IMPROVEMENTS	4,260	10,710	0	14,970
357	PEARL BRITAIN FORCE MAINS	0	22,857	0	22,857
360	FORCE MAIN COLLECTION LINES	17,405	0	7,700	9,705
361	GRAVITY FEED COLLECTION LINES	133,715	0	54,200	79,515
362	SPECIAL COLLECTING STRUCTURES	17,400	0	17,400	0
363	SERVICES TO CUSTOMERS	42,740	19,175	8,500	53,415
365	FLOW MEASURING INSTALLATIONS	5,610	0	5,610	0
370	RECEIVING WELL (MANHOLES-LIFT STATION	61,694	77,302	28,625	110,371
380	TREATMENT AND DISPOSAL EQUIPMENT (OLD	120,022	0	0	120,022
381	TREATMENT AND DISPOSAL EQUIPMENT (NEW	0	88,553	0	88,553
389	OTHER PLANT AND MISC EQUIPMENT	4,427	0	304	4,123
390	OFFICE FURNITURE AND EQUIPMENT	1,156	3,779	0	4,935
393	TOOL, SHOP AND GARAGE EQUIPMENT	375	200	0	575
	TOTALS	$ 484,826	340,293	161,414	663,705

TRADEWINDS UTILITIES, INC.

YEAR OF REPORT
12/31/91

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - SEWER

ACCT. NO. (a)	ACCOUNT DESCRIPTION (b)	AVERAGE SERVICE LIFE (c)	DEPR RATE APPLIED (e)	ACCUM DEPR BALANCE PREV YEAR (f)	DEBITS (g)	CREDITS (h)	ACCUM DEPR BALANCE (i)
350	SEWER UTILITY PLANT	27	3.7037	0	0	111	111
351	FRANCHISES	29	3.4482	3	0	32	35
354	STRUCTURES AND IMPROVEMENTS	27	3.7037	1,124	0	554	1,678
357	PEARL BRITAIN FORCE MAINS	27	3.7037	0	0	846	846
360	FORCE MAIN COLLECTION LINES	27	3.7037	1,799	0	359	2,158
361	GRAVITY FEED COLLECTION LINES	40	2.5000	16,817	0	1,987	18,804
363	SERVICES TO CUSTOMERS	35	2.8571	5,852	0	1,526	7,378
370	RECEIVING WELL (MANHOLES-LIFT STATIONS)	18	5.5556	13,476	0	6,131	19,607
380	TREATMENT AND DISPOSAL EQUIPMENT (OLD PLANT)	15	6.6667	55,534	0	8,001	63,535
381	TREATMENT AND DISPOSAL EQUIPMENT (NEW PLANT)	15	6.6667	0	0	5,903	5,903
389	OTHER PLANT AND MISC EQUIPMENT	15	6.6667	590	0	274	864
390	OFFICE FURNITURE AND EQUIPMENT	3	33.3333	385	0	1,644	2,029
393	TOOL, SHOP AND GARAGE EQUIPMENT	3	33.3333	125	0	191	316
	TOTALS			$ 95,705	0	27,559	123,264

UTILITY NAME: TRADEWINDS UTILITIES, INC.

YEAR OF REPORT
12/31/91

SEWER OPERATION AND MAINTENANCE EXPENSE

ACCT. NO.	ACCOUNT NAME	AMOUNT
701	SALARY & WAGES EMPLOYEES SEWER	21,494
703	SALARIES & WAGES OFFICERS SEWER	1,000
704	EMPLOYEE BENEFITS SEWER	2,238
711	SLUDGE REMOVAL EXPENSE	1,470
715	PURCHASED POWER SEWER	8,245
718	CHEMICALS	2,163
720	MATERIAL & SUPPLIES SEWER	2,526
730	CONTRACTURAL SERVICES SEWER	11,604
740	RENT	7,085
750	TRANSPORTATION EXPENSE SEWER	2,917
755	INSURANCE EXPENSE SEWER	1,892
770	BAD DEBT EXPENSE SEWER	145
775	MISC EXPENSE SEWER	5,494
	TOTALS OPERATION AND MAINTENANCE EXPENSE.....	68,273

SEWER CUSTOMERS

DESCRIPTION	NUMBER FIRST OF YEAR	ADDITIONS	DISCONNECTS	NUMBER END OF YEAR
MEASURED SERVICE CUSTOMER BY METER SIZE:				
5/8 X 3/4"	257		101	156
2"	0	6		6
TOTAL CUSTOMERS	257	6	101	162

TILITY NAME: Tradewinds Utilities, Inc

YEAR OF REPORT
DECEMBER 31, 1991

PUMPING EQUIPMENT

Lift Station Number	1	2	3	4	5
Name or Type and Nameplate data of pump	Peabody Barnes	Peabody Barnes	Peabody Barnes	Peabody Barnes	Peabody Barnes
Year Installed	1983	1983	1989	1989	1991
Rated Capacity	100 GPM	100 GPM	100 GPM	100 GPM	200 GPM
Size	4"	4"	4"	4"	4"
Power	Electric	Electric	Electric	Electric	Electric
Nameplate Data of Motor	2.8 HP 12.6 amp	2.8 HP 12.6 amp	2.6 HP 12.6 amp	2.6 HP 12.6 amp	5.0 HP 15.0 amp

SERVICE CONNECTIONS

Size (inches)	6"	4"
Type	PVC	PVC
Avcrage Length	30'	30'
Number of Active Service Connections		
Beginning of ycar		
Added during year		
Retired during year		
End of Year		

COLLECTING AND FORCE MAINS AND MANHOLES

	Collecting Mains	Force Mains
Size (inches)	0"	4"
Type of Main	PVC	PVC
Length of Main (nearest foot)		
Beginning of year	15,689	4,050
Added during year	0	0
Retired during year	5,065	2,200
End of Year	10,624	1,850

Manholes	4'
Size	Concrete
Type	53
Beginning of year	0
Added during year	20
Retired during year	33
End of Year	

UTILITY NAME Tradewinds Utilities, Inc

YEAR OF REPORT
DECEMBER 31, 1991

TREATMENT PLANT

Manufacturer	McNeil
Type	Concrete
Total Capacity	65,000
Average daily flow	25,000
Total gallons of Sewage Treated	25,000

MASTER LIFT STATION PUMPS

Manufacturer	
Capacity	
Motor: Mfr	
Horsepower	
Power (Electric or Mechanical)	

OTHER SEWER INFORMATION

1. Present number of ERC's * being served 201
2. Maximum number of ERC's * which can be 760
3. Estimated annual increase in ERC's * 25
4. List permit numbers required by chapter 17-4, Rules of the Department of Environmental Regulation (DER) for systems in operation WD42-2071
5. State any plans and estimated completion dates for any enlargements of this system. MARLOFF PLANT SCHEDULED FOR COMPLETION 1992
6. If present systems do not meet the requirements of Chapter 17-4 Rules of DER, submit the following:
   a. Evaluation of the present plant or plants in regard to meeting the DER's rules.
   b. Plans for funding and construction of the required upgrading
   c. Have these plans been coordinated with DER?
   d. Do they Concur?
   e. When will construction begin?
7. In what percent of your certificated area have service connections been installed? 30%

* ERC = (Total Gallons Treated / 365 days / 275 Gallons per Day

Note: Total Gallons Treated includes both sewage treated and purchased sewage treatment

State of Florida

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

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

RECEIVED
SEP 25 1991
REAL ESTATE RECOVERY, INC.

Public Service Commission

September 19, 1991

Cynthia S. Tunnicliff
Carlton, Fields, Ward, Emmanuel,
Smith & Cutler, P.A.
First Florida Bank Building
P.O. Drawer 190
Tallahassee, FL 32302

RE: Tradewinds Utilities, Inc. in Marion County

Dear Ms. Tunnicliff:

We have received your letter requesting the most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction as well as a legal description of the certificated area. The requested information is enclosed. We cannot send a copy of the map as we only have one copy which we must keep here. However, you are welcome to come look at it. In addition, I have enclosed a copy of the net utility plant and accumulated depreciation and amortization of utility plant schedules in place of the statement of rate base.

Please note that the information available from our file is from the 1990 Tradewinds Utilities Annual Report which has not been audited by our agency. Therefore, we cannot make any statement as to its accuracy.

If you have need for any additional information, please contact me.

Sincerely,

Edith Holman

Edith Holman
Regulatory Analyst

EH
cc: Charles H. Hill

RECEIVED
SEP 19 1991

UTILITY NAME: Tradewinds Utilities Inc

YEAR OF REPORT
DECEMBER 31, 19 90

INCOME STATEMENT

Account Name	Ref. Page	Water	Sewer	Other	Total Company
Gross Revenue:					
Residential		$ 56,752	$ 61,879	$	$ 118,631
Commercial		806	1,033		1,839
Industrial					
Multiple Family					
Guaranteed Revenues					
Other (Specify) Turn on Ch		1,843	1,843		3,686
Total Gross Revenue		$ 59,401	$ 64,755	$	$ 124,156
Operation Expense (Must tie to Pages W-3 and S-3)	W-3 S-3	$ 60,452	$ 66,576	$	$ 127,028
Depreciation Expense	F-5	9,226	16,890		26,116
Amortization Expense		(7,298)	(19,568)		(26,866)
Taxes Other Than Income	F-7	1,677	4,191		5,868
Income Taxes	F-7				
Total Operating Expense		$ 64,057	$ 68,089	$	$ 132,146
Net Operating Income (Loss)		$ (4,656)	$ (3,334)	$	$ (7,990)
Other Income:					
Nonutility Income		$ 33,083	$ 36,623	$ 42,809	$ 112,515
Other Deductions:					
Miscellaneous Nonutility Expenses		$	$	$ 6,979	$ 6,979
Interest Expense		14,192	13,913		28,105
Net Income (Loss)		$ 14,235	$ 19,376	$ 35,830	$ 69,441

UTILITY NAME: Tradewinds Utilities Inc

YEAR OF REPORT
DECEMBER 31, 19 90

COMPARATIVE BALANCE SHEET

Account Name	Reference Page	Current Year	Previous Year
Assets:			
Utility Plant In Service (101-105)	F-5,W-1,S-1	$ 815,143	$ 740,179
Accumulated Depreciation and Amortization (108)	F-5,W-2,S-3	(163,501)	(137,365)
Net Utility Plant		$ 651,642	$ 602,814
Cash		628	3,844
Customer Accounts Receivable (141)		1,526	1,598
Other Assets (Specify) 20 acres from AFM		114,716	114,716
Unamoritized Debt Discount		5,280	5,280
CIAC Tax Impact Countryside 1st Addition		38,340	240
Special Deposits		2,055	
Work in Process		119,378	
Total Assets		$ 933,565	$ 728,492
Liabilities And Capital:			
Common Stock Issued (201)	F-6	$ 200	$ 200
Preferred Stock Issed (204)	F-6	121,631	121,631
Other Paid In Capital (211)		(52885)	(123,730)
Retained Earnings (215)	F-6		
Proprietary Capital (Proprietary and partnership only) (218)	F-6	$ 68,946	$ (1,899)
Total Capital	F-6	$ 205,327	$ 219,285
Long-Term Debt (224)		24,581	13,294
Accounts Payable (231)		19,991	26,552
Notes Payable (232)		13,849	13,709
Customer Deposits (235)		14,552	8,853
Accrued Taxes (236)		22	22
Other Liabilities (Specify) Ret Refund Cks		(136)	
P/R Tax Deposits			
		163,223	(1,399)
Advances For Construction			
Contributions In Aid Of Construction - Net (271-272)	F-8	423,210	450,075
Total Liabilities And Capital		$ 933,565	$ 728,492

UTILITY NAME: Tradewinds Utilities Inc

YEAR OF REPORT
DECEMBER 31, 19 90

NET UTILITY PLANT

Plant Accounts: (101-107) Inclusive	Water	Sewer	W & S Other Than Reporting Systems	Total
Utility Plant In Service (101)	$ 293,555	$ 446,549	$	$ 740,104
Construction Work In Progress (105)	36,762	38,277		75,039
Other (Specify) Additions				
Total Utility Plant	$ 330,317	$ 484,286	$	$ 815,143

ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT

Account 108	Water	Sewer	W & S Other Than Reporting Systems	Total
Balance First Of Year	$ 42,815	$ 94,570	$	$ 137,385
Credits During Year:				
Accruals charged to depreciation account	$ 9,226	$ 16,890	$	$ 26,616
Salvage				
Other credits (specify)				
Total credits	$ 9,226	$ 16,890	$	$ 26.616
Debits During Year:				
Book cost of plant retired	$	$	$	$
Cost of removal				
Other debits (specify)				$
Total debits	$	$	$	$ 163,501
Balance End Of Year	$ 52,041	$ 111,460	$	

UTILITY NAME: Tradewinds Utilities Inc

YEAR OF REPORT
DECEMBER 31, 19 90

CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

(a)	Water (b)	Sewer (c)	Total (d)
Balance first of year	$ 232,255	$ 298,684	$ 530,909
Add credits during year	$ 10,330	$ 19,788	$ 30,118
1986 CIAC Not Carried Forward	242,555	318,472	561,027
Total	7,298	19,568	26,866
Deduct charges during year	235,527	298,904	534,161
Balance end of year	38,911	72,040	110,951
Less Accumulated Amortization			
Net CIAC	$ 196,346	$ 226,864	$ 423,210

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)

Report below all developers or contractors agreements from which cash or property was received during the year.	Indicate "Cash" or "Property"	Water	Sewer
Sub-total		$	$

Report below all capacity charges, main extension charges and customer connections charges recieved during the year.

Description of Charge	Number of Connections	Charge per Connection	Water	Sewer
		$	$	$
Total Credits During Year			$	$

4S350

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application by TRADEWINDS UTILITIES, INC. for amendment to Certificates Nos. 405-W and 342-S in Marion County, Florida.	DOCKET NO. 880552-WS ORDER NO. 19688 ISSUED: 7-19-88

ORDER AMENDING CERTIFICATES TO INCLUDE ADDITIONAL TERRITORY AND CLOSING DOCKET

BY THE COMMISSION:

On April 18, 1988, Tradewinds Utilities, Inc. (Tradewinds or Utility) filed an application with the Commission to amend its Certificates Nos. 405-W and 342-S to include additional territory in Marion County, Florida, pursuant to the provisions of Section 367.061, Florida Statutes.

On March 30, 1988, Tradewinds notified certificated utilities and appropriate governmental agencies in Marion County of its intention to amend its Certificates to include the territory described in Appendix A, attached to this Order. Proof of Notification has been furnished by the Utility.

Notice of the Utility's intent to extend its service area was published in The Ocala Star-Banner, a newspaper of general circulation, published in Marion County, Florida, on March 31, and April 7, and 14, 1988. No protests to this application were received within the prescribed time period.

The appropriate filing fee has been paid, and the Utility is ready, willing and able to provide service in the territory for which it has applied. The application has been reviewed and found to be in compliance with the statutory requirements. Accordingly, we find it is in the public interest to amend Certificates No. 405-W and No. 342-S to include the territory described in Appendix A to this Order, which by reference is incorporated herein.

It is, therefore,

ORDERED by the Florida Public Service Commission that Certificates Nos. 405-W and 342-S, held by Tradewinds Utilities, Inc., 7799 NE 20th Court, Ocala, 32670, are hereby amended to include the territory described in Appendix A of this Order. It is further

ORDERED that the customers in the territory added herein shall be charged the rates approved in the Utility's tariff. It is further

ORDERED that Docket No. 880552-WS is hereby closed.

By ORDER of the Florida Public Service Commission, this 19th day of JULY, 1988.

Steve Tribble

STEVE TRIBBLE, Director
Division of Records and Reporting

(S E A L)

ALC

DOCUMENT NUMBER-DATE
07518 JUL 19 88
FPSC-RECORDS/REPORTING

Amend

APPENDIX A

Township 14 South, Range 22 East, Marion County

Section 16: SW 1/4 of SE 1/4, except the North 475 feet; SE 1/4 of SE 1/4; South 3 chains of NE 1/4 of SE 1/4.

Section 21: East 1/2 of NE 1/4.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of TRADEWINDS UTILITIES, INC., for amendment of Certificate No. 405-W to include additional territory in Marion County, Florida.	DOCKET NO. 840088-WU ORDER NO. 13238 ISSUED: 4-27-84

ORDER AMENDING CERTIFICATE
TO INCLUDE ADDITIONAL TERRITORY

BY THE COMMISSION:

On March 12, 1984, we received the application of Tradewinds Utilities, Inc., to amend its Certificate No. 405-W to include additional territory in Marion County, Florida, pursuant to the provisions of Section 367.061, Florida Statutes.

The applicant has submitted proof of notification to the certificated utilities and to the appropriate governmental bodies of Marion County. Notification was given on July 8, 1983.

Notice of the utility's intent to extend its service area was published in The Ocala Star - Banner, a newspaper of general circulation published in Marion County, Florida, on July 13, 20, and 27, 1983.

No protests to this application were received by the Commission within the prescribed time period.

The appropriate filing fee has been paid. The utility is providing service in the territory for which it applied. We have examined the application and find it to be in compliance with the law. It is, therefore

ORDERED by the Florida Public Service Commission that Certificate No. 405-W, held by Tradewinds Utilities, Inc., 2116 East Silver Springs Boulevard, Ocala, Florida, 32670, be and is hereby amended to include the following territory:

Township 14 South, Range 22 East

Section 34

Commencing at the East quarter corner and moving West a distance of 40 feet; thence due North a distance of 361.13 feet to the Point of Beginning; thence due West a distance of 2,608.31 feet; thence due North a distance of 963.07 feet; thence due East a distance of 661.39 feet; 1,985 feet; thence due South a distance of 622 feet; thence due thence due East a distance of 622 feet; thence due South a distance of 300 feet to the Point of Beginning.

It is further

ORDERED that the utility shall charge the rates approved in its tariffs to customers in the territory added herein. It is further

ORDERED that Docket No. 840088-WU be and is hereby closed.

By Order of the Florida Public Service Commission, this 27th day of APRIL, 1984.

RECEIVED
APR 30 1984
Florida Public Service Commission
Water and Sewer Department

(S E A L)

STEVE TRIBBLE
Commission Clerk

by Kay Flynn
DEPUTY CLERK

RJ

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of TRADE WINDS UTILITIES, INC., for original water and sewer certificates to operate a utility in Marion County, Florida.	DOCKET NO. 830110-WS (AP) ORDER NO. 12184 ISSUED: 7-1-83

The following Commissioners participated in the disposition of this matter:

CHAIRMAN GERALD L. GUNTER
COMMISSIONER JOSEPH P. CRESSE
COMMISSIONER JOHN R. MARKS, III
COMMISSIONER KATIE NICHOLS
COMMISSIONER SUSAN W. LEISNER

NOTICE OF PROPOSED AGENCY ACTION

ORDER GRANTING CERTIFICATION, SETTING RATES, AND APPROVING UTILITY'S SERVICE AVAILABILITY POLICY

BY THE COMMISSION:

On March 8, 1983, Trade Winds Utilities, Inc., applied for original certification to operate a water and sewer utility and to provide service in Marion County. By this order we grant certification, set rates, and approve the utility's service availability policy.

Certification

The utility's application for an original certificate complies with relevant law and Commission rules. Specifically, the utility has provided a notorized application, submitted appropriate maps and legal descriptions, provided notice, and paid its filing fee consistent with Sections 367.041 and 367.141, Florida Statutes (1981), and Rule 25-10.02(7) and (8), Florida Administrative Code. The territory to be served is:

Township 14 South, Range 22 East

Section 34

The Southwest 1/4 of the Northwest 1/4 and the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 34.

This territory is not currently being served and the development of 154 single family homes is anticipated. Accordingly, we find that the granting of certification is in the public interest.

Rates

The utility submitted a projected operating statement in support of its proposed monthly water rates of $13.07 per equivalent residential connection plus 59¢ per 1,000 gallons. The utility also submitted a projected operating statement in support of its proposed monthly sewer rates of $11.59 per equivalent residential connection plus $1.07 per 1,000 gallons.

We hereby adjust those operating statements to reflect a reduced salary for a meter reader and we hereby reclassify the accounts to reduce the base facility charge and increase the gallonage charge.

Accordingly, the utility's authorized rates are designed to allow the utility an opportunity to earn revenues of $23,085 a year for the operation of its water system and $43,829 a year for the operation of its sewer system. Those rates are:

DOCUMENT NUMBER-DATE

05809 JUN 30 1983

FPSC COMMISSION CLERK

WATER - Residential and General Service

Meter Sizes	Base Facility Charge
5/8" x 3/4"	$ 5.75
1"	14.38
1 1/2"	28.75
2"	46.00
3"	92.00
4"	143.75
Gallonage Charge	.93

SEWER - Residential

	Base Facility Charge
All Meter Sizes	$ 7.07
Gallonage Charge	2.12 (maximum 10,000 gals.)

General Service

Meter Sizes	Base Facility Charge
5/8" x 3/4"	$ 7.07
1"	17.68
1 1/2"	35.35
2"	56.56
3"	113.12
4"	176.75
Gallonage Charge	2.12

Service Availability Policy

The Commission is proposing to adopt rules to articulate its policy regarding the acceptable level of contributions-in-aid-of-construction (CIAC) and to promote utility investment in plant. The instant utility proposes to collect an acceptable level of CIAC in that its water transmission and distribution mains, and the sewer collection system will be donated to the utility at no cost. Accordingly, the utility's original investment in its water plant will be $38,891 and its projected net CIAC after eighteen months will be $68,010 with a projected gross CIAC of $70,660. The utility's original investment in its sewer plant will be $134,304 and its projected net CIAC after eighteen months will be $148,764 with a projected gross CIAC of $154,560.

We hereby approve the utility's proposed Service Availability Policy, which will result in a 64% level of CIAC in its water system and a 53% level of CIAC in its sewer system. Therefore, it is hereby

ORDERED by the Florida Public Service Commission that Certificates Nos. 405-W and 342-S shall be granted to Trade Wind Utilities, Inc., 2116 East Silver Springs Blvd., Ocala, Florida, to operate a water and sewer utility in Marion County and to provide service to customers in the territory described herein. It is further

ORDERED that the authorized rates of the utility shall be those rates set out herein. It is further

ORDERED that the service availability policy of this utility, as set out herein, is approved. It is further

ORDERED that any person whose substantial interests are affected by this order may request a hearing within fourteen (14) days of its service and pursuant to Rules 25-22.29 and 25-22.36, Florida Administrative Code. It is further

ORDERED that absent a timely filed request for hearing, this order shall become effective and final as provided in Rule 25-22.29(6), Florida Administrative Code, and the docket shall close.

By ORDER of the Florida Public Service Commission, this 1st day of JULY, 1983.

Steve Tribble

STEVE TRIBBLE
Commission Clerk

(S E A L)

VAD

EXHIBIT 5

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared RICHARD K. HOLLOWELL, who being duly sworn, deposes and says:

I am the Senior Vice President of Real Estate Recovery, Inc., as independent contractor for RTC, as Receiver for Miami Savings Bank, and in such capacity, on the ____ day of _____, 19___, I delivered a copy of the Notice of Application for Transfer of Water and Wastewater Certificates, a copy of which is attached hereto, to the governing body of the County in which the system is located (Marion County), the governing body of all municipalities within a four (4) mile radius of the territory, all water or wastewater utilities within a four (4) mile radius of the territory, the regional planning agency, the Public Counsel and the Public Service Commission, by certified mail and personal delivery.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Affiant

The foregoing instrument was acknowledged before me by RICHARD K. HOLLOWELL, who is personally known to me, on the _____ day of _____, 1992.

_____
Notary Public

LEGAL NOTICE

APPLICATION FOR A TRANSFER OF PART OF WATER AND WASTEWATER CERTIFICATES

Notice is hereby given pursuant to Section 367.071, Florida Statutes, of the application for transfer of part of Certificates No. 405-W and 342-S from Tradewinds Utilities, Inc. to The Resolution Trust Corporation (RTC), as receiver for Miami Savings Bank c/o Real Estate Recovery, Inc. (SAMDA Contractor No. 714-90-0100), 927 Clint Moore Road, Boca Raton, Florida 33487, providing service to the following described territory in Marion County, Florida:

Tract I: Landfair Subdivision

Landfair Unit 1, in accordance with plat thereof recorded in Plat Book Y, Pages 53 through 55, inclusive, of the Public Records of Marion County, Florida, and being in Section 16, Township 14 South, Range 22 East, Marion County, Florida.

Tract II: Hilltop Manor Subdivision

Hilltop Manor, Phase I: The North 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S.13°36'44"W. Along the centerline of U.S. No. 301 Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S No. 401 Alternate and to the P.O.B.; thence continue N. 76°23'16"W. a distance of 450 feet; thence N. 13°36'44"E. a distance of 900 feet; thence S. 76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S. 13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. said tract lying and being situate in Marion County, Florida.

Hilltop Manor, Phase II: The South 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S. 13°36'44"W. along the centerline of U.S. No. 301

Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S. No. 301 Alternate and to the P.O.B.; thence continue N. 76°23'16"W. a distance of 450 feet; thence N. 13°36'44"E. a distance of 900 feet; thence S. 76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S. 13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. Said tract lying and being situate in Marion County, Florida.

Any objection to the said application must be made in writing to the Division Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0870 with a copy to John Marks, Esq., Katz, Kutter, Haigler, Alderman, Davis & Marks, P.A., 106 East College Avenue, Suite 1200, Highpoint Center, Tallahassee, Florida 32301, no later than thirty (30) days after the last date that the notice was mailed or published, whichever is later.

Date Mailed:

Dates Published:

LIST OF WATER AND WASTEWATER UTILITIES WITHIN A 4 MILE RADIUS OF
14S 22E 16 21
IN MARION COUNTY
(VALID FOR 60 DAYS)
10/15/92

UTILITY NAME	MANAGER
MARION COUNTY	
A. P. Utilities, Inc. (WU592) 1705 S.E. Fort King Street Ocala, FL 32671-2532	Philip Woods (904) 867-8334
Marion Utilities, Inc. (WS160) 710 N. E. 30th Avenue Ocala, FL 32670-6460	Tim E. Thompson (904) 622-1171
Ocala Oaks Utilities, Inc. (WU174) 1343 N.E. 17th Road Ocala, FL 32670-4609	Michael Ellzey (904) 732-3504
Sunshine Utilities of Central Florida, Inc. (WU239) 10230 S.E. Highway 25 Belleview, FL 32620-5531	James H. Hodges (904) 347-8228
Tradewinds Utilities, Inc. (WS350) P. O. Box 5220 Ocala, FL 32678-5220	Charles de Menzes (904) 622-4949

LIST OF WATER AND WASTEWATER UTILITIES WITHIN A 4 MILE RADIUS OF
14S 22E 16 21
IN MARION COUNTY
(VALID FOR 60 DAYS)
10/15/92

GOVERNMENTAL AGENCIES

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

DER SOUTHWEST DISTRICT
4520 OAK FAIR BOULEVARD
TAMPA, FL 33610-7347

MARION COUNTY BOARD OF COMMISSIONERS
P.O. BOX 1030
OCALA, FL 32670

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

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

WITHLACOOCHEE PLANNING COUNCIL
1241 S.W. 10TH STREET
OCALA, FL 32674

All incorporated town and
city government within 4
miles

City of Ocala
151 S.E. Osceola Avenue
P. O. Box 1270
Ocala, Florida 32678-1270

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
101 E. Gaines Street

EXHIBIT 6

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared RICHARD K. HOLLOWELL, who being duly sworn, deposes and says:

I am the Senior Vice President of Real Estate Recovery, Inc., as independent contractor for RTC, as Receiver for Miami Savings Bank, and in such capacity, on the ____ day of _____, 19___, I delivered a copy of the Notice of Application for Transfer of Water and Wastewater Certificates, a copy of which is attached hereto, to all existing customers of the utility by prepaid U.S. Mail.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Affiant

The foregoing instrument was acknowledged before me by RICHARD K. HOLLOWELL, who is personally known to me, on the ____ day of _____, 1992.

_____
Notary Public

LEGAL NOTICE

APPLICATION FOR A TRANSFER OF PART OF WATER AND WASTEWATER CERTIFICATES

Notice is hereby given pursuant to Section 367.071, Florida Statutes, of the application for transfer of part of Certificates No. 405-W and 342-S from Tradewinds Utilities, Inc. to The Resolution Trust Corporation (RTC), as receiver for Miami Savings Bank c/o Real Estate Recovery, Inc. (SAMDA Contractor No. 714-90-0100), 927 Clint Moore Road, Boca Raton, Florida 33487, providing service to the following described territory in Marion County, Florida:

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Hilltop Manor, Phase I: The North 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S.13°36'44"W. Along the centerline of U.S. No. 301 Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S No. 401 Alternate and to the P.O.B.; thence continue N. 76°23'16"W. a distance of 450 feet; thence N. 13°36'44"E. a distance of 900 feet; thence S. 76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S. 13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. said tract lying and being situate in Marion County, Florida.

Hilltop Manor, Phase II: The South 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S. 13°36'44"W. along the centerline of U.S. No. 301

Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S. No. 301 Alternate and to the P.O.B.; thence continue N. 76°23'16"W. a distance of 450 feet; thence N. 13°36'44"E. a distance of 900 feet; thence S. 76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S. 13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. Said tract lying and being situate in Marion County, Florida.

Any objection to the said application must be made in writing to the Division Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0870 with a copy to John Marks, Esq., Katz, Kutter, Haigler, Alderman, Davis & Marks, P.A., 106 East College Avenue, Suite 1200, Highpoint Center, Tallahassee, Florida 32301, no later than thirty (30) days after the last date that the notice was mailed or published, whichever is later.

Date Mailed:

Dates Published:

BREAD OF LIFE CHURCH
PO BOX 3656
OCALA,FL...34478

NAF,THEDA
2431 NW 41ST ST APT #5111
GAINSEVILLE, FL...32606

LEITNER,BETTIE
7733 N E 20TH CT
OCALA, FL...34479

ALLEN,SEAN
7737 NE 20TH CT
OCALA,FL...34479

LOFTON,MARGARET
7767 NE 20TH CT
OCALA, FL...34479

WELLS,CHARLIE
PO BOX 1310
LAWERENCEVILLE, GA...30246

HARN,CATHERINE
PO BOX 853
ANTHONY, FL...32617

MALONSON,BETTY
7805 NE 20TH CT
OCALA, FL...34479

SHEFFIELD,OMETA
7808 NE 21ST AVE
OCALA, FL...34479

CHAUNCEY,SHAWN
7334 NE JAX RD # 100-D
OCALA,FL...34479

WOOD,MARY E
7334 NE JAX RD # 100-C
OCALA,FL...34479

RIMES,CHARLES
7334 NE JAX RD # 100-B
OCALA,FL...34479

KNOWLES,KRISTY DAILEY
7334 NE JAX RD # 100-A
OCALA, FL...34479

BONNEY,PETER
7334 NE JAX RD # 120-D
OCALA,FL...34479

GELPI,EDNA
7334 NE JAX RD # 120-C
OCALA,FL...34479

RIVERS,HARRIETTE
7334 NE JAX RD # 120-B
OCALA, FL...34479

MCCLENDON,JENNIFER
7334 NE JAX RD # 120-A
OCALA, FL...34479

TAYLOR,PORTIA
7334 NE JAX RD # 130-D
OCALA,FL...34479

RYLES,BETTY
7334 NE JAX RD # 130-C
OCALA,FL...34479

MIKELL,THOMAS
7334 NE JAX RD # 130-B
OCALA,FL...34479

BRENNAN,SHIRLEY
7334 NE JAX RD # 130-B
OCALA,FL...34479

JOHNSON,SHIRLEY
7334 NE JAX RD # 130-A
OCALA, FL...34479

DUESING,KATHLEEN
7334 NE JAX RD # 140-D
OCALA, FL...

GIRTON,DORIS
7334 NE JAX RD # 140-C
OCALA, FL...34479

SCHNABEL,SHIRLEY
7334 NE JAX RD # 140-B
OCALA, FL...34479

BARFOOT,JOHN
7334 NE JAX RD # 140-A
OCALA,FL...34479

GLOVER,DARCY
7334 NE JAX RD # 150-D
OCALA,FL...34479

HIGA,TRACY
7334 NE JAX RD # 150-C
OCALA, FL...34479

FINCHER,DEBORAH
5901 SW 62 PL
OCALA, FL...34474

VEREEN,SERITA
7334 NE JAX RD # 150-A
OCALA,FL...34479

TANNER,IRIS
7334 NE JAX RD # 160-D
OCALA, FL...34479

TAYLOR,LENNIE
7334 NE JAX RD # 160-C
OCALA,FL...34479

THOMAS,JANET
7334 NE JAX RD # 160-B
OCALA,FL...34479

SUMMER,JOSEPH
7334 NE JAX RD # 160-A
OCALA,FL...34479

JONES,MARY W
7734 NE JAX RD # 170-F
OCALA, FL...34479

POOLE,MARY
7334 NE JAX RD # 170-E
OCALA, FL...34479

MCCORMICK,JOYCE
7334 NE JAX RD # 170-D
OCALA, FL...34479

DILLON,BUDDY
7334 NE JAX RD # 170-C
OCALA,FL...34479

WILLIAMS,GLORIA
7334 NE JAX RD # 170-B
OCALA, FL...34479

STROUD,PATRICIA
7334 NE JAX RD # 170-A
OCALA, FL...34479

ROSARIO,CARMEN
7334 NE JAX RD # 180-F
OCALA,FL...34479

THOMPSON,BEVERLY
7335 NE JAX RD # 180-E
OCALA,FL...34479

CHADWICK,PIPER
7334 NE JAX RD # 180-D
OCALA,FL...34479

SCOTT,LEGENIA
7334 NE JAX RD # 180-C
OCALA,FL...34479

HALL,BRIAN
7334 NE JAX RD # 180-B
OCALA, FL...34479

DICKERSON,BILL
PO BOX 1328
ANTHONY, FL...32617

PARENT MGT (LAUNDRY)
PO BOX 2228
LEESBURG, FL...32749

PARENT MANAGEMENT CO
PO BOX 2228
LEESBURG, FL...32749

PARENT MANAGEMENT LAUNDRY # 2
PO BOX 2228
LEESBURG, FL...32749

HAYES,VERONICA
7334 NE JAX RD # 210-C
OCALA, FL...34479

HALLMAN,EMORY D
7334 NE JAX RD # 210-B
OCALA, FL...34479

HARRIS,MARY
7334 NE JAX RD # 210-A
OCALA, FL...34479

YOUNG,RONNIE
7334 NE JAX RD # 220-F
OCALA,FL...34479

VEREEN,VERNA
7334 NE JAX RD # 220-E
OCALA, FL...34479

MARY LUCKEY
7734 NE JAX RD # 220-D
OCALA,FL...34479

MORGAN, DONNA
7334 NE JAX RD # 220-C
OCALA, FL...34479

CARR, ANGELA
7334 NE JAX RD # 220-C
OCALA, FL...34479

THOMPSON, ALMA
7334 NE JAX RD # 220-B
OCALA, FL...34479

STROTHEIDE, ROBERT
7334 NE JAX RD # 220-A
OCALA, FL...34479

LEACH, JANE E.
7334 NE JAX RD # 230-D
OCALA, FL...34479

KRISCHNER, DIANA
7334 NE JAX RD # 230-C
OCALA, FL...34479

LUPICA, LINDA M
7334 NE JAX RD # 230-B
OCALA, FL...34479

FINCHER, TONI
7334 NE JAX RD # 230-A
OCALA, FL...34479

HARVEY, JON
7334 NE JAX RD # 240-F
OCALA, FL...34479

HOPKINS, GLENDA
7334 NE JAX RD # 240-E
OCALA, FL...34479

HARRIS, SHEILA
7334 NE JAX RD # 240-D
OCALA, FL...34479

BAGGETT,RONNIE
7334 NE JAX RD # 280-D
OCALA,FL...34479

OLDHAM,LEO
7334 NE JAX RD # 280-C
OCALA,FL...34479

WILLIAMS,EDWARD
7734 NE JAX RD # 280-B
OCALA,FL...34479

KEYS,DAVID
7334 NE JAX RD # 280-A
OCALA, FL...34479

MCGUIRE,MARSHALL
7334 NE JAX RD # 290-D
OCALA, FL...34479

RAGIN,ADRIENNE
7334 NE JAX RD # 290-C
OCALA, FL...34479

CADE,LARNA
7334 NE JAX RD # 290-B
OCALA,FL...34479

KARMAN,SANDRA
7334 NE JAX RD # 290-A
OCALA, FL...34479

EXHIBIT 7

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared RICHARD K. HOLLOWELL, who being duly sworn, deposes and says:

I am the Senior Vice President of Real Estate Recovery, Inc., as independent contractor for RTC, as Receiver for Miami Savings Bank, and in such capacity, I had published once each week for three (3) consecutive weeks in _____ the Notice of Application for Transfer of Water and Wastewater Certificates, a copy of which is attached hereto. Also attached hereto is proof of publication.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Affiant

The foregoing instrument was acknowledged before me by RICHARD K. HOLLOWELL, who is personally known to me, on the _____ day of _____, 1992.

_____
Notary Public

LEGAL NOTICE

APPLICATION FOR A TRANSFER OF PART OF WATER AND WASTEWATER CERTIFICATES

Notice is hereby given pursuant to Section 367.071, Florida Statutes, of the application for transfer of part of Certificates No. 405-W and 342-S from Tradewinds Utilities, Inc. to The Resolution Trust Corporation (RTC), as receiver for Miami Savings Bank c/o Real Estate Recovery, Inc. (SAMDA Contractor No. 714-90-0100), 927 Clint Moore Road, Boca Raton, Florida 33487, providing service to the following described territory in Marion County, Florida:

Tract I: Landfair Subdivision

Landfair Unit 1, in accordance with plat thereof recorded in Plat Book Y, Pages 53 through 55, inclusive, of the Public Records of Marion County, Florida, and being in Section 16, Township 14 South, Range 22 East, Marion County, Florida.

Tract II: Hilltop Manor Subdivision

Hilltop Manor, Phase I: The North 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S.13°36'44"W. Along the centerline of U.S. No. 301 Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S No. 401 Alternate and to the P.O.B.; thence continue N. 76°23'16"W. a distance of 450 feet; thence N. 13°36'44"E. a distance of 900 feet; thence S. 76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S. 13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. said tract lying and being situate in Marion County, Florida.

Hilltop Manor, Phase II: The South 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S. 13°36'44"W. along the centerline of U.S. No. 301

Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S. No. 301 Alternate and to the P.O.B.; thence continue N. 76°23'16"W. a distance of 450 feet; thence N. 13°36'44"E. a distance of 900 feet; thence S. 76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S. 13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. Said tract lying and being situate in Marion County, Florida.

Any objection to the said application must be made in writing to the Division Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0870 with a copy to John Marks, Esq., Katz, Kutter, Haigler, Alderman, Davis & Marks, P.A., 106 East College Avenue, Suite 1200, Highpoint Center, Tallahassee, Florida 32301, no later than thirty (30) days after the last date that the notice was mailed or published, whichever is later.

Date Mailed:

Dates Published:

OFFICIAL
FILE COPY

WASTEWATER TARIFF

Landfair/RTC Utilities
NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

Landfair/RTC Utilities
NAME OF COMPANY

c/o Real Estate Recovery, Inc.

1515 E. Silver Springs Blvd.

Ocala, FL 32670
(ADDRESS OF COMPANY)

(904) 629-5591
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

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Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Marion

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type

(Continued to Sheet No. 3.1)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 3.1

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Tract I:

Landfair Unit 1, in accordance with plat thereof recorded in Plat Book Y, Pages 53 through 55, inclusive, of the Public Records of Marion County, Florida, and being in Section 16, Township 14 South, Range 22 East, Marion County, Florida.

Tract II:

Hilltop Manor, Phase I: The North 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S.13°36'44"W. Along the centerline of U.S. No. 301 Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S. No. 301 Alternate and to the P.O.B.; thence continue N.76°23'16"W. a distance of 450 feet; thence N.13°36'44"E. a distance of 900 feet; thence S. 76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S.13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. Said tract lying and being situate in Marion County, Florida.

Hilltop Manor, Phase II: The South 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S.13°36'44"W. along the centerline of U.S. No. 301 Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S. No. 301 Alternate and to the P.O.B.; thence continue N.76°23'16"W. a distance of 450 feet; thence N.13°36'44"E. a distance of 900 feet; thence S.76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S.13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. Said tract lying and being situate in Marion County, Florida.

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

County Name	Development Name	Rate Schedule(s) Available	Sheet No.
Marion	Landfair Unit I	GS	17.0
Marion	Landfair Unit I	RS	18.0
Marion	Hilltop Manor Phase I & II	GS	17.0
Marion	Hilltop Manor Phase I & II	RS	18.0

Richard K. Hollowell
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Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.

2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.

3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.

4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.

5.0 "COMPANY" -

6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with wastewater service by the Company.

7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of such wastewater service.

8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.

9.0 "MAIN" - A pipe, conduit, or facility used for conveying wastewater service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

10.0 "POINT OF COLLECTION" - For wastewater systems, "Point of Collection" shall mean the point at which the Company's piping, fittings, and valves connect with the customer's piping, fittings, and valves.

11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

12.0 "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 which includes all of the pipe, fittings and valves necessary to make the connection to the customer's premises.

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.

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 6.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills	12.0	21.0
Applications by Agents	7.0	4.0
Billing Periods	10.0	15.0
Change of Customer's Installation	9.0	10.0
Change of Occupancy	11.0	19.0
Continuity of Service	9.0	8.0
Delinquent Bills	11.0	16.0
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(Continued to Sheet No. 6.1)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 6.1

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet Number:	Rule Number:
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Right of Way or Easements	10.0	14.0
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Richard K. Hollowell
ISSUING OFFICER

Senior Vice President

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

(Continued to Sheet No. 8.0)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

(Continued to Sheet No. (9.0)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

(Continued to Sheet No. 10.0)

Richard K. Hollewell
ISSUING OFFICER

Senior Vice President

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

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

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

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

13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

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

15.0 BILLING PERIODS - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

(Continued to Sheet No. 11.0)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

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

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

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

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.

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

19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The

(Continued to Sheet No. 12.0)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

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

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

20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.

21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350 and 25-30.340, Florida Administrative Code.

(Continued to Sheet No. 13.0)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

22.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

23.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

(Continued to Sheet No. 14.0)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 14.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

(Continued to Sheet No. 15.0)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

HELD FOR FUTURE USE

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 16.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

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Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 17.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

RATE -

Meter Size	Base Facility Charge
5/8" x 3/4"	$ 12.36
1"	30.89
1½"	61.80
2"	98.86
3"	197.74
4"	308.96
Gallonage Charge Per 1,000 gallons	$ 3.43

MINIMUM BILL - Base Facility Charge PER Month

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) 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 -

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 18.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company

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

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

BILLING PERIOD - Monthly

RATE -

Meter Size	Base Facility Charge
All Meter Sizes	$ 12.36

Gallonage Chage	
Per 1,000 gallons. (10,000 gallon maximum)	$ 3.43

MINIMUM BILL - Base Facility Charge PER Month

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) 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 -

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 190

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD -

RATE - Not Applicable

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 -

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

(A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.

(B) The applicant pays a cash deposit.

(C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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

	Residential	General Service
5/8" x 3/4"	$ 20.00	N/A
1"		
1 1/2"		
Over 2"		

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

(Continued to Sheet No. 20.1)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills . No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of 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 not, in the preceeding 12 months:

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

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

(c) been disconnected for non-payment, or

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGE

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

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 arrrangements to pay the bill.

Schedule of Miscellaneous Service Charges

	Normal Hours	After Hours
Initial Connection Fee	$ 10.00	$12.00
Normal Reconnection Fee	$ 15.00	20.00
Violation Reconnection Fee	$ Actual Cost [1]	Actual Cost
Premises Visit (in lieu of disconnection)	$ 15.00	N/A

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

EFFECTIVE DATE -

TYPE OF FILING -

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

DESCRIPTION	AMOUNT	REFER TO SERVICE AVAIL. POLICY SHEET NO..
Customer Connection (Tap-in) Charge		30.0
5/8" x 3/4" metered service	$ N/A	
1" metered service	$	
1 1/2" metered service	$	
2" metered service	$	
Over 2" metered service	Actual Cost [1]	
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (____)GPD.....	$ N/A	
All others-per gallon/month.....	$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (____)GPD.....	$	
All others-per gallon/month.....	$	
Inspection Fee	Actual Cost [1]	
Main Extension Charge		
Residential-per ERC (____GPD).....	$ N/A	
All others-per gallon	$	
or		
Residential-per lot (____foot frontage).....	$	
All others-per front foot	$	
Plan Review Charge	Actual Cost [1]	
Plant Capacity Charge		
Residential-per ERC (____GPD).....	$ N/A	
All others-per gallon	$	
System Capacity Charge		
Residential-per ERC (____GPD).....	$ N/A	
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 -

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 23.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	24.0
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Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 24.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 25.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 26.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 27.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

LANDFAIR/RTC UTILITIES
1515 E. SILVER SPGS BLVD
OCALA, FL 32670
Telephone (904) 629-5591

First Class Mail
U.S. Postage Paid
OCALA, FL 32670
PERMIT NO. 348

ACCOUNT NUMBER
SERVICE ADDRESS
READING DATE
BILL DATE
METER READING GAL USED

PAST DUE AFTER
SERVICE AMOUNT
PRIOR BAL
WATER CHG
SEWER CHG
CK PAYMENT

ACCOUNT NO.
LATE AS OF
AMOUNT DUE

AMOUNT DUE

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 28.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

HELD FOR FUTURE USE

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 29.0

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Tax Impact of CIAC	

ISSUING OFFICER

TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Water transmission and distribution mains and the sewer collection system, including the water service lines and the sewer laterals, will be donated to the utility at no cost. The investment in the treatment plants and the related facilities are the responsibility of the utility. The utility is authorized to collect meter installation fees and inspection fees.

Richard K. Hollowell
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Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WASTEWATER TARIFF

TABLE OF DAILY FLOWS

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

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

[3] If historical data is unavailable, a rough estimate for the daily flow of residential wastewater can be calculated by taking 80% of the corresponding water usage. However, it is recommended that historical data of actual wastewater flow be used. A similiar estimate for the daily flow of commercial wastewater can be calculated by taking 100% of the corresponding commercial water usage.

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Senior Vice President
TITLE

ORIGINAL SHEET NO. 32.0

COMPANY NAME Landfair/RTC Utilities
WASTEWATER TARIFF

TAX IMPACT OF CIAC

Prior to the Congressional Tax Reform Act of 1986, Section 118(b) of the Internal Revenue Code provided for the exclusion of certain types of Contributions In Aid Of Construction (CIAC) from the taxable income of a corporate utility. Such amounts were, therefore, tax exempt.

However, pursuant to the Congressional Tax Reform Act of 1986, Section 118(b) was amended to reclassify CIAC (both cash and property) as taxable source of revenue, effective January 1, 1987. The net result of this action is that a utility which is a corporation must now pay income tax on the CIAC it collects.

Since the amount of this additional tax liability is directly attributable to the contributors (developers, builders, etc.) of the CIAC, the utility is required to collect this amount from those contributors.

Therefore, in accordance with Order No. 16971 issued on December 18, 1986 in Docket No. 860184-PU, the Public Service Commission adopted and ordered specific guidelines for a utility to administer in the calculation, collection, and reporting of CIAC tax liabilities as follows:

1) On and after January 1, 1987, utilities may collect from developers and others who convey cash and/or property to a utility as CIAC, an amount equal to the tax impact of the CIAC.

2) The tax impact amount to be collected shall be determined based upon use of the marginal rate of Federal and State corporate income tax related to the value of all property and cash contributions included in taxable income of the utility, including that tax applicable to the gross-up funds themselves, or "tax on tax" effect. The first year's tax depreciation benefits on all property contributions shall be utilized to reduce the tax impact collected.

The tax impact amount to be collected shall be determined using the following formula:

Full Gross Up:

Depreciable Plant: (CP-(CP*(1/TL)*AR*.5)) * (1/(1-CTR))

Land (or Cash): (CL*(1/(1-CTR)))

Where:

CP = Contributed plant
TL = Tax life for contributed plant
AR = Accelerated tax rate
CTR = Combined federal and state income tax rate
CL = Contributed land

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Senior Vice President
TITLE

COMPANY NAME Landfair/RTC Utilities.
WASTEWATER TARIFF

3) The CIAC tax impact amounts, as determined in Paragraph (2), shall be deposited as received into a fully funded interest bearing escrow account, hereinafter referred to as the "CIAC Tax Impact Account." Monies in the CIAC Tax Impact Account may be withdrawn periodically for the purpose of paying that portion of the estimated Federal and State income tax expense which is directly attributable to the CIAC conveyed to the utility. Annually, following the preparation and filing of the utility's annual Federal and State income tax returns, a determination shall be made by the Commission as the actual Federal and State income tax expense that is directly attributable to the receipt of CIAC. CIAC tax impact monies received during the tax year that are in excess of the actual amount of CIAC tax expense, including interest earned on such excess monies, shall be refunded on a pro rata basis to the contributors of the CIAC. The utility shall maintain adequate records to account for the receipt, deposit, and withdrawal of monies in the CIAC Tax Impact escrow account. A detailed statement of the CIAC Tax Impact Account, including the annual determination of actual tax expense attributable to the receipt of CIAC, shall be submitted as a part of the utility's annual report. The utility shall submit all information in accordance with the requirements established by the Commission.

4) The amount of CIAC tax impact monies collected by a utility shall not be treated as CIAC for ratemaking purposes.

All developer agreements in which CIAC tax monies are required shall indicate the amount of such monies separately from any other CIAC amount required, as well as the Tax Impact formula utilizing the appropriate values. The agreement should also contain an explanation of the charge for the benefit of the contributor.

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Senior Vice President
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WATER TARIFF

Landfair/RTC Utilities
NAME OF COMPANY

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ORIGINAL SHEET NO. 1.0

WATER TARIFF

Landfair/RTC Utilities
NAME OF COMPANY

c/o Real Estate Recovery, Inc.

1515 E. Silver Springs Blvd.

Ocala, Florida 32670
(ADDRESS OF COMPANY)

(904) 629-5591
(Business & Emergency Telephone Numbers)

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FLORIDA PUBLIC SERVICE COMMISSION

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ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 2.0

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

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Rules and Regulations	6.0
Service Availability Policy	30.0
Standard Forms	24.0
Technical Terms and Abbreviations	5.0
Territory Served	3.1

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Marion

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type

(Continued to Sheet No. 3.1)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Tract I:

Landfair Unit 1, in accordance with plat thereof recorded in Plat Book Y, Pages 53 through 55, inclusive, of the Public Records of Marion County, Florida, and being in Section 16, Township 14 South, Range 22 East, Marion County, Florida.

Tract II:

Hilltop Manor, Phase I: The North 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S.13°36'44"W. Along the centerline of U.S. No. 301 Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S. No. 301 Alternate and to the P.O.B.; thence continue N.76°23'16"W. a distance of 450 feet; thence N.13°36'44"E. a distance of 900 feet; thence S. 76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S.13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. Said tract lying and being situate in Marion County, Florida.

Hilltop Manor, Phase II: The South 450 feet of the following described property: Commencing at the N 1/4 corner of Section 21, Township 14 South, Range 22 East and Run S.13°36'44"W. along the centerline of U.S. No. 301 Alternate, a distance of 2028.53 feet; thence N. 76°23'16"W. perpendicular to said centerline, a distance of 50 feet to the Westerly right of way of said U.S. No. 301 Alternate and to the P.O.B.; thence continue N.76°23'16"W. a distance of 450 feet; thence N.13°36'44"E. a distance of 900 feet; thence S.76°23'16"E. a distance of 450 feet to the intersecting point of said Westerly right of way of U.S. No. 301 Alternate; thence S.13°36'44"W. along said Westerly right of way line a distance of 900 feet to the P.O.B. Said tract lying and being situate in Marion County, Florida.

Richard K. Hollowell
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Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

COMMUNITIES SERVED LISTING

County Name	Development Name	Rate Schedule(s) Available	Sheet No.
Marion	Landfair Unit I	GS	16
Marion	Landfair Unit I	RS	17
Marion	Hilltop Manor Phases I & II	GS	16
Marion	Hilltop Manor Phases I & II	RS	17

Richard K. Hollowell
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NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.

2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.

3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.

4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.

5.0 "COMPANY" -

6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.

7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.

8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.

9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Richard K. Hollowell
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Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

(Continued from Sheet No. 5.0)

10.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.

11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

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

13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.

14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

Richard K. Hollowell
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TITLE

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

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(Continued to Sheet No. 6.1)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

(Continued from Sheet No. 6.0)

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Richard K. Hollowell
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Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

(Continued to Sheet No. 8.0)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued to Sheet No. (9.0)

Richard K. Hollowell
ISSUING OFFICER

Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities ORIGINAL SHEET NO. 9.0

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

(Continued to Sheet No. 10.0)

Richard K. Hollowell
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Senior Vice President
TITLE

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

(Continued from Sheet No. 9.0)

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

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

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

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

13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

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

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

(Continued to Sheet No. 11.0)

Richard K. Hollowell
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Senior Vice President
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NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

(Continued from Sheet No. 10.0)

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

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

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

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

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

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

(Continued to Sheet No. 12.0)

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(Continued from Sheet No. 11.0)

19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

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

20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.

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

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

(Continued to Sheet No. 13.0)

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(Continued from Sheet No. 12.0)

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

23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.

24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.

25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.

26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(Continued to Sheet No. 14.0)

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ORIGINAL SHEET NO. 14.0

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

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WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	Sheet Number
Customer Deposits	20.0 - 20.1
Fire Protection Service	19.0
General Service, GS	16.0
Meter Test Deposit	21.0
Miscellaneous Service Charges	22.0
Multi-Residential Service, MS	18.0
Residential Service, RS	17.0
Service Availability Fees and Charges	23.0

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ORIGINAL SHEET NO. 16.0

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WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

RATE -

Meter Size	Base Facility Charge
5/8" x 3/4"	$ 7.44
1"	18.59
1½"	37.18
2"	59.47
3"	118.95
4"	185.84

Gallonage Charge
Per 1,000 gallons $ 1.22

MINIMUM BILL - Base Facility Charge PER Month

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) 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 -

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ORIGINAL SHEET NO. 17.0

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

Meter Size	Base Facility Charge
5/8" x 3/4"	$ 7.44
1"	18.59
1½"	37.18
2"	59.47
3"	118.95
4"	185.84
Gallonage Charge Per 1,000 gallons	$ 1.22

MINIMUM BILL - Base Facility Charge PER Month

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) 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 -

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ORIGINAL SHEET NO. 180

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WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Not Applicable

RATE -

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 -

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ORIGINAL SHEET NO. 19.0

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY -

APPLICABILITY -

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

BILLING PERIOD -

RATE - Public Fire Protection - per hydrant

Not Applicable

Private Fire Protection -

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE -

TYPE OF FILING -

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WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

(A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.

(B) The applicant pays a cash deposit.

(C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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

	Residential	General Service
5/8" x 3/4"	$50.00	N/A
1"		
1 1/2"		
Over 2"		

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

(Continued to Sheet No. 20.1)

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ORIGINAL SHEET NO. 20.1

NAME OF COMPANY Landfair/RTC Utilities

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(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills . No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of 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 not, in the preceeding 12 months:

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

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

(c) been disconnected for non-payment, or

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

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ORIGINAL SHEET NO. 21.0

NAME OF COMPANY Landfair/RTC Utilities

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SCHEDULE OF METER TEST DEPOSITS

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

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ORIGINAL SHEET NO. 22.0

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

	Normal Hours	After Hours
Initial Connection Fee	$ 10.00	12.00
Normal Reconnection Fee	$ 15.00	20.00
Violation Reconnection Fee	$ Actual Cost	Actual Cost
Premises Visit Fee (in lieu of disconnection)	$ 15.00	N/A

EFFECTIVE DATE -

TYPE OF FILING -

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ORIGINAL SHEET NO. 23.0

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

DESCRIPTION	AMOUNT	REFER TO SERVICE AVAIL. POLICY SHEET NO.
Back-Flow Preventor Installation Fee		
5/8" x 3/4"	$ N/A	30.0
1"	$	
1 1/2"	$	
2"	$	
Over 2"	Actual Cost [1]	
Customer Connection (Tap-in) Charge		
5/8" x 3/4" metered service	$ N/A	
1" metered service	$	
1 1/2" metered service	$	
2" metered service	$	
Over 2" metered service	Actual Cost [1]	
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___GPD)	$ N/A	
All others-per gallon/month	$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___GPD)	$	
All others-per gallon/month	$	
Inspection Fee	Actual Cost [1]	
Main Extension Charge		
Residential-per ERC (___GPD)	$ N/A	
All others-per gallon	$	
or		
Residential-per lot (___foot frontage)	$ N/A	
All others-per front foot	$	
Meter Installation Fee		
5/8" x 3/4"	$ 100.00	
1"	$ 130.00	
1 1/2"	$ 180.00	
2"	$ Actual Cost	
Over 2"	Actual Cost [1]	
Plan Review Charge	Actual Cost [1]	
Plant Capacity Charge		
Residential-per ERC (___GPD)	$ N/A	
All others-per gallon	$	
System Capacity Charge		
Residential-per ERC (___GPD)	$ N/A	
All others-per gallon	$	

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

EFFECTIVE DATE -

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WATER TARIFF

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ORIGINAL SHEET NO. 25.0

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

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NAME OF COMPANY Landfair/RTC Utilities

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APPLICATION FOR WATER SERVICE

Richard K. Hollowell
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ORIGINAL SHEET NO. 27.0

NAME OF COMPANY Landfair/RTC Utilities

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APPLICATION FOR METER INSTALLATION

Richard K. Hollowell
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ORIGINAL SHEET NO. 28.0

NAME OF COMPANY Landfair/RTC Utilities

WATER TARIFF

COPY OF CUSTOMER'S BILL

LANDFAIR/RTC UTILITIES
1515 E. SILVER SPGS BLVD
OCALA, FL 32670
Telephone (904) 629-5591

First Class Mail
U.S. Postage Paid
OCALA, FL 32678
PERMIT NO. 348

ACCOUNT NUMBER
SERVICE ADDRESS
READING DATE
BILL DATE
METER READING GAL USED

PAST DUE AFTER
SERVICE
PRIOR BAL
WATER CHG
SEWER CHG
CR PAYMENT

AMOUNT

ACCOUNT NO.
LATE AS OF
AMOUNT DUE

AMOUNT DUE

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ORIGINAL SHEET NO. 29.0

NAME OF COMPANY Landfair/RTC Utilities

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HELD FOR FUTURE USE

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ORIGINAL SHEET NO. 30.0

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INDEX OF SERVICE AVAILABILITY

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Availability		
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ORIGINAL SHEET NO. 30.0

NAME OF COMPANY Landfair/RTC Utilities

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INDEX OF SERVICE AVAILABILITY

	Sheet Number
	Go to Sheet No. 23.0
Schedule of Fees and Charges.....	31.0
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Tax Impact of CIAC	

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WATER TARIFF

SERVICE AVAILABILITY POLICY

Water transmission and distribution mains and the sewer collection system, including the water service lines and the sewer laterals, will be donated to the utility at no cost. The investment in the treatment plants and the related facilities are the responsibility of the utility. The utility is authorized to collect meter installation fees and inspection fees.

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WATER TARIFF

TABLE OF DAILY FLOWS

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

[1] gpd - gallons per day
[2] gpcd - gallons per capita per day

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COMPANY NAME Landfair/RTC Utilities
WATER TARIFF

TAX IMPACT OF CIAC

Prior to the Congressional Tax Reform Act of 1986, Section 118(b) of the Internal Revenue Code provided for the exclusion of certain types of Contributions In Aid Of Construction (CIAC) from the taxable income of a corporate utility. Such amounts were, therefore, tax exempt.

However, pursuant to the Congressional Tax Reform Act of 1986, Section 118(b) was amended to reclassify CIAC (both cash and property) as taxable source of revenue, effective January 1, 1987. The net result of this action is that a utility which is a corporation must now pay income tax on the CIAC it collects.

Since the amount of this additional tax liability is directly attributable to the contributors (developers, builders, etc.) of the CIAC, the utility is required to collect this amount from those contributors.

Therefore, in accordance with Order No. 16971 issued on December 18, 1986 in Docket No. 860184-PU, the Public Service Commission adopted and ordered specific guidelines for a utility to administer in the calculation, collection, and reporting of CIAC tax liabilities as follows:

1) On and after January 1, 1987, utilities may collect from developers and others who convey cash and/or property to a utility as CIAC, an amount equal to the tax impact of the CIAC.

2) The tax impact amount to be collected shall be determined based upon use of the marginal rate of Federal and State corporate income tax related to the value of all property and cash contributions included in taxable income of the utility, including that tax applicable to the gross-up funds themselves, or "tax on tax" effect. The first year's tax depreciation benefits on all property contributions shall be utilized to reduce the tax impact collected.

The tax impact amount to be collected shall be determined using the following formula:

Full Gross Up:

Depreciable Plant: (CP-(CP*(1/TL)*AR*.5)) * (1/(1-CTR))

Land (or Cash): (CL*(1/(1-CTR)))

Where:

CP	=	Contributed plant
TL	=	Tax life for contributed plant
AR	=	Accelerated tax rate
CTR	=	Combined federal and state income tax rate
CL	=	Contributed land

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TITLE

3) The CIAC tax impact amounts, as determined in Paragraph (2), shall be deposited as received into a fully funded interest bearing escrow account, hereinafter referred to as the "CIAC Tax Impact Account." Monies in the CIAC Tax Impact Account may be withdrawn periodically for the purpose of paying that portion of the estimated Federal and State income tax expense which is directly attributable to the CIAC conveyed to the utility. Annually, following the preparation and filing of the utility's annual Federal and State income tax returns, a determination shall be made by the Commission as the actual Federal and State income tax expense that is directly attributable to the receipt of CIAC. CIAC tax impact monies received during the tax year that are in excess of the actual amount of CIAC tax expense, including interest earned on such excess monies, shall be refunded on a pro rata basis to the contributors of the CIAC. The utility shall maintain adequate records to account for the receipt, deposit, and withdrawal of monies in the CIAC Tax Impact escrow account. A detailed statement of the CIAC Tax Impact Account, including the annual determination of actual tax expense attributable to the receipt of CIAC, shall be submitted as a part of the utility's annual report. The utility shall submit all information in accordance with the requirements established by the Commission.

4) The amount of CIAC tax impact monies collected by a utility shall not be treated as CIAC for ratemaking purposes.

All developer agreements in which CIAC tax monies are required shall indicate the amount of such monies separately from any other CIAC amount required, as well as the Tax Impact formula utilizing the appropriate values. The agreement should also contain an explanation of the charge for the benefit of the contributor.

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