

CRYSTAL RIVER UTILITIES, INC.

"Excellence in Potable Water and Wastewater"

June 26, 1996

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, FL
32301

966793-WU
DEPOSIT TREAS. REC. DATE

0330

JUL 01 '96

Re: Application for Transfer of Certificate No. 130-W

Dear Sirs,

Please find enclosed ten copies including original of our application to transfer certificate No. 130-W from Mr. Bob Gruno to Crystal River Utilities, Inc.. You will also find enclosed by separate envelope a check in the amount of \$750.00 made payable to the Florida Public Service Commission which represents the filing fee for this application.

Upon review, please advise whether any additional information is required to complete the application. Thank you.

Yours truly,



H. Richard Bowles
Vice President

cc: B. Sterling (CRU)
B. Gruno

**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

The undersigned hereby makes application for the sale, assignment or transfer of (all) or (part) of Water Certificate No. 130-W and/or Sewer Certificate No. N/A or facilities in LAKE County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

BOB D. GRUND AND NANCY M.E. GRUND D/B/A HAINES (352) 742-0806
Name of seller CREK MOBILE PHONE SITES WATERWORKS

34834 HAINES CREEK ROAD

Office street address

LEESBURG

FL

City

State

34788

Zip Code

Mailing address if different from above

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

CRYSTAL RIVER UTILITIES, INC.

Name of buyer

Phone No.

(707) 260-2214

P.O. Box 520247

Office street address

LONGWOOD

FL

City

State

32752

Zip Code

Mailing address if different from above

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

RICHARD BOWLES

Name

Phone No.

(707) 260-2214

P.O. Box 520241

Street address

Longwood

FL

City

State

32752

Zip Code

- D) Indicate the organizational character of the buyer: (circle one)

Corporation

Partnership

Sole Proprietorship

Other

(specify)

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

2/25/95 FLORIDA

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

ROBERT STERLING III PRESIDENT/DIRECTOR

488 PICKFORD POINT, LONGWOOD, FL 32789

RICHARD BOWLES V. PRESIDENT/DIRECTOR

1205 ROXBORO RD, LONGWOOD, FL 32750

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

PART II FINANCIAL AND TECHNICAL INFORMATION

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

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

SEVEN RIVERS UTILITIES, INC. - CITRUS COUNTY 551-W (TRANSFER PENDING)
SUNTER WATER CO. - SUNTER 507-W, 441-S (TRANSFER PENDING)
PINE VALLEY - CITRUS 396-W (TRANSFER PENDING)
LMDS INC. OF RHINECLANDER - CITRUS 291-W (")

- C) Exhibit II.C - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- 1) Purchase price and terms of payment; PAGE 4; PARA. 7
- 2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities. PARA. 3 + 4
- 3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations. PARA. 7

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

- 1) Customer deposits and interest thereon; PARA 2(H); PARA. 4(A)
- 2) Any guaranteed revenue contracts; NONE
- 3) Developer agreements; PARA 9(I); PARA 3(F)
- 4) Customer advances; NONE
- 5) Debt of the utility; and PARA 4(C)
- 6) Leases. PARA 9(G)

- D) Exhibit II.D - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.
- E) Exhibit II.E - A statement describing the financing the purchase.
- F) Exhibit II.F - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- G) Exhibit II.G - 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, state the Order No. and date issued. ORDER No. 18000 8/14/87 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.) NONE REQUESTED
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:
- BOB GRUNO Phone No. ()
- Name SAME AS SELLER
- Street address _____
- City _____ State _____ Zip Code _____
- J) Exhibit N/A - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records. BOOKS ARE AVAILABLE FROM SELLER

- K) Exhibit II.K - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.
- L) Exhibit II.L - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit LATE FILE - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following: the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located; the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located, if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission; the regional planning council; the Office of Public Counsel; the Public Service Commission's Director of Records and Reporting; the appropriate regional office of the Department of Environmental Protection; and the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit LATE FILE - 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 LATE FILE - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:
\$ 750.00 (one fee for water
and one for wastewater)

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

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

PART V OTHER

- ✓ A) Exhibit I.A - 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. The Commission may consider a written easement or other cost-effective alternative.
- ✓ B) Exhibit I.B - 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 I.C - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I RICHARD BOWLES, VICE PRESIDENT (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.

CRYSTAL RIVER UTILITIES, INC.
(Applicant)



BY:

Richard Bowles
Name and Title*

Subscribed and sworn to before me this 27th day
of June 1996.

by Richard Bowles
FDL# B42033655
0240

Joan Hegeman
Notary Public

*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.

Exhibit II A.

Public Interest. The transfer of certificate 130-W to Crystal River Utilities, Inc. (CRU) will serve the public interest primarily because the Seller is retiring and divesting himself of all interests in community systems. This water system constitutes all FPSC regulated systems owned by this Seller.

Purchaser. Crystal River Utilities, Inc. is a Florida corporation acquiring and operating community water/wastewater systems throughout the state. The principal stockholders are also the officers of the company having extensive business experience devoting 100% of their time to the continued success of CRU. The company specializes in the operation of smaller community systems, reducing the redundancy and inefficiencies that are inherent in such operations by centralizing management under one ownership.

Principals. The president of Crystal River Utilities, Inc. is Mr. Robert Sterling. Mr. Sterling is a graduate of Florida Atlantic University and resides in Longwood, Florida. Mr. Sterling is a certified financial planner with ten years experience as Senior Vice President for Prudential Securities, Inc. and most recently as owner of his own financial planning services company. Mr. Sterling is now the chief financial officer for Crystal River Utilities, Inc..

Mr. Richard Bowles graduated from Southern Methodist University with a Masters of Business Administration. As Vice President of two national home building companies, Mr. Bowles has developed residential communities in Florida, Georgia, Maryland and Virginia. He is now Vice President and chief operations officer for Crystal River Utilities, Inc..

Committment. Crystal River Utilities, Inc. and its principals will fulfill the committments, obligations and representations of the Seller with regard to utility matters.

EXHIBIT II-C
AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of this 5 day of June, 1996, by and between Bob Gruno (hereinafter called the Seller), whose address is 34834 Haines Creek Road, Leesburg, Florida, 34788 and Crystal River Utilities, Inc. (hereinafter called the Purchaser), whose address is P.O. Box 520247, Longwood, FL 32752.

BACKGROUND. The Seller owns and operates a water treatment and distribution system hereinafter sometimes referred to as the "Utility System". More specifically, the Utility System provides potable water service to approximately 107 residential customers in Lake County, Florida. The Utility System operates under Certificate of Authorization, No. 130-W (the Certificates) issued by the Florida Public Service Commission (the PSC). The Purchaser is desirous of purchasing the Utility System, and the Seller is willing to sell it to the Purchaser upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, Seller and Purchaser hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein.
2. **FURNISHING OF DOCUMENTS.** Except as otherwise provided hereunder, within fifteen (15) days after the execution of this Agreement by both parties, the Seller, if it has not already done so, will make available to the Purchaser, as hereafter provided for, the following:
 - a. Plans and specifications showing the water well(s), water treatment plants, storage tanks of the Utility System as now constructed (as-built), together with a map showing the water distribution lines, and appurtenances as now constructed, and all other facilities constituting the Utility System. (Exhibit 2a)
 - b. Copies of Seller's Certificates of Authorization issued by the PSC. (Exhibit 2b)
 - c. Copies of all active agreements, hereinafter referred to as "Developers or Service Agreements". (Exhibit 2c)
 - d. A schedule and copies of all other agreements entered into between Seller and other parties in connection with Seller's operation of the Utility System, including, but not limited to, leasehold agreements, operator and vendor contracts, and construction contracts. (Exhibit 2d)
 - e. An inventory containing a list of all equipment, computers, software, water reading devices, vehicles, tools, parts, laboratory equipment, office equipment, unset or reserved meters, and all other personal property owned by Seller to be transferred to Purchaser as a part of this sale. (Exhibit 2e)

f. Tariff of Seller which shall include a schedule of all rates, fees and charges in effect at the time of this Agreement. (Exhibit 2f)

g. Copies of all permits required by any federal, state, county, municipal or unit of special purposed government for the ownership, operation, distribution, production and treatment of potable water. This shall include but not be limited to consumptive use permits, and permits for work not started or not completed. (Exhibit 2g)

h. A list of all active connections listing name, address, telephone number and meter number. A list of any prepaid customer accounts. A list of all customer deposits held including amount, name and address, date deposit was received and accrued interest. (Exhibit 2h)

i. Legal description of the authorized service area provided in the PSC tariff. (Exhibit 2i)

j. A copy of all the DEP sanitary surveys and compliance reports issued over the last three years. A copy of the daily logs for each system from January 1 to December 31, 1995. A copy of all potable water quality test results as required by DEP for the period between January 1, 1995 and December 31, 1995. Monthly billing records for the same period. (Exhibit 2j)

k. All contractor's warranties and manufacturer's warranties held by Seller with respect to equipment and completed or in progress construction work. At Closing, Seller shall assign all existing transferable warranties to Purchaser. (Exhibit 2k)

l. A schedule of any and all insurance policies in force covering the Seller as they may relate to the Purchased Assets for a period of two (2) years prior to the date of Closing. (Exhibit 2l)

m. Certified legal description and sketch of the real estate to be conveyed to the Purchaser showing all appurtenances, encroachments, easements, rights-of-way, flood zones and improvements. (Exhibit 2m)

n. A legal or other verifiable description of all private easements, licenses, prescriptive rights and right-of-way owned and used by Seller for the construction, operation and maintenance of the Utility System. (Exhibit 2n)

3. **COVENANT TO SELL AND PURCHASE AND DESCRIPTION OF PURCHASED ASSETS.** The Seller hereby agrees to sell the Purchased Assets, and Purchaser hereby agrees to buy from the Seller, the Purchased Assets for the Purchase Price and upon the terms, and subject to the conditions and other provisions hereof. For convenience, the term "Purchased Assets" shall be used to designate the assets, business properties, and rights both tangible and intangible which Seller owns or in which it has an interest regarding the "Utility System", all of which are being purchased hereunder by the Purchaser and which include the following:

a. The real property and interests in real property, if any, owned by Seller and all buildings and improvements located thereon.

- b. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads and other areas owned and/or used by Seller for the construction, operation and maintenance of the Utility System.
- c. All water treatment plants, water supply, distribution facilities of every kind and description including but not limited to pumps, plants, tanks, transmission lines, distribution lines, supply lines, valves, meter, meter boxes, service connections and all other inventory listed.
- d. To the extent transferable, all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System.
- e. All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by the Purchaser which are in possession of Seller or its agents pertaining to the operation of the Utility System.
- f. All rights of Seller under any Service Agreements.
- g. Purchaser shall have up to eight months following execution to obtain Florida Public Service Commission (FPSC) approval of transfer of the Certificate from Seller to Purchaser. Seller shall agree to an extension if, prior to the end of said eight month period, Purchaser provides reasonable confirmation that it has diligently sought said FPSC approval and it is then likely soon forthcoming. In the event FPSC denies transfer of Certificate for any reason, this agreement shall terminate and Purchaser's Deposit shall be refunded immediately to Purchaser.

4. **EXCLUDED ASSETS.**

- a. Cash, bank accounts, deposits maintained by Seller with any governmental authority, utility deposits and prepaid expenses not to be prorated. Customer connection deposits are not excluded assets.
- b. Seller affirms and Buyer acknowledges that Seller will be responsible for the payment of any federal taxes resulting from the receipt of or contribution to the utility of plant, equipment or cash prior to closing.
- c. All notes and accounts receivable of Seller, provided however Seller shall remain obligated to pay all accounts payable and other payables of Seller incurred or accrued up to Closing.

5. **INSPECTIONS PERIOD.**

- a. Purchaser shall have thirty days from the date of this Agreement within which to conduct whatever examinations and inspections it deems necessary or desirable. If Purchaser is unsatisfied, in its sole discretion, Purchaser shall have the right to terminate the Agreement and

receive its Deposit, provided that notice be given to Seller on or before the last day of the Inspections Period.

- b. Upon reasonable notice, the Seller will permit full examination by the Purchaser of all existing contractual obligations, physical systems, assets, real property, rights-of-way, easements, and inventories utilized by the Seller in the operation of the Utility System.

6. **CONDITION OF PURCHASED ASSETS.**

The parties hereto agree that Purchaser is buying the assets in "as is" and "where is" condition. Nonetheless, should the System not be in compliance with requirements set out by the Florida Public Service Commission, Lake County Health Department or Department of Environmental Protection, Seller will make whatever repairs or improvements necessary to bring the System into compliance prior to Closing.

7. **PURCHASE PRICE: PAYMENT**

- a. The total Purchase Price for the Utility System shall be FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000). Purchaser shall pay ~~one hundred~~ ^{one hundred} AND NO/100 DOLLARS (\$100.00) in cash to the Escrow Agent upon execution of this Agreement as earnest money (Deposit). Said Deposit shall be refundable only if this Agreement is terminated in accordance with the provisions provided herein. ^{BS.} closing, Purchaser shall pay ~~five~~ ^{five} THOUSAND AND NO/100 DOLLARS (\$5,000.00) and the balance of the Purchase Price will consist of a purchase money note in favor of Seller secured by a mortgage and lien on the Purchased Assets only. The note will earn interest at 8.0% per year with equal monthly principal and interest payments made in sufficient amount to amortize the loan completely within five years from the date of Closing. There shall be no penalties for prepayment of the note at any time. ^{BS.}

Closing shall take place at the office of the Escrow Agent, Jesse Graham, Jr. at 369 New York Avenue, Winter Park, Florida, 32789. If arrangements can be made, Seller will be allowed to sign closing documents at a location of his choice and this transaction will be completed through the mail.

8. **PURCHASER'S WARRANTIES**

- a. The Purchaser is a registered Florida corporation and has all the requisite power and authority to enter into this Agreement, to own and lease real and personal property, and to carry out and perform the terms and provisions of this Agreement.
- b. Purchaser warrants that it has never been denied a transfer of certificate of authorization by the PSC and is not aware of any reason why the PSC would deny transfer of the Certificate mentioned herein.
- c. Purchaser warrants that during the term of its ownership, it will cause to be employed only qualified licensed operators to operate and maintain the System per the requirements of the

Department of Environmental Regulation. Purchaser further warrants that, from the time it begins operating the system until the purchase money note is paid in full it will make every reasonable effort to keep the utility system in compliance with all applicable governmental requirements including but not limited to all annual and monthly testing.

9. **SELLER'S WARRANTIES**

a. Seller is the true owner of the Utility System and has all the requisite power and authority to enter into this Agreement, has good and marketable title to the Purchased Assets, can sell and lease the real and personal property described herein, can carry out and perform the terms and provisions of this Agreement.

b. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government, or any indenture, agreement, or other instrument to which the Seller is a party, or by which it is bound.

c. From and after the date of the execution of this Agreement, Seller will not encumber any of the Purchased Assets, with the exception of any transactions occurring in the ordinary course of Seller's business, without the consent of Purchaser which shall not be unreasonably withheld.

d. Seller warrants and represents that there will be no material depletion or change of condition of the Purchased Assets of the Seller from and after the date of this Agreement and that the facilities will be properly maintained.

e. Seller will cooperate by providing Purchaser with reasonable access to records and facilities to assist in the Purchaser's inspections. The information provided to the Purchaser shall be true and correct to Seller's best knowledge and belief and Seller shall not omit any material fact that would make the information misleading.

f. Except for the Permitted Encumbrances set forth herein, there will be after Closing, no liens, claims or encumbrances against the Purchased Assets. In the event the Utility System is cited, prior to Closing, for any violation of a regulatory or permitting requirement, Seller shall remedy said violation prior to the Closing.

g. There exists no employment contracts, vendor agreements or other contractual obligations of the Utility System which cannot be canceled within thirty (30) days notice, and without payment for cancellation.

h. During the period of time between the date of the Agreement and Closing, Seller shall maintain its existing level of fire and extended coverage insurance to cover the cost of any repairs to the Purchased Assets, and the risk of loss shall fall upon the Seller. If any portion of the Purchased Assets is damaged by fire, casualty or Act of God before the Closing, the Purchaser shall have the option of (1) closing and accepting the Purchased Assets "As Is" without adjustment to the Purchase Price and accepting the insurance proceeds or (2) in the event Seller

cannot repair and deliver the Purchased Assets within ninety days, canceling this Agreement and releasing the parties from all further obligation to each other.

i. After the execution of this Agreement, Seller will not enter into any new Developer Agreements or modify any existing Agreements without the prior consent of the Purchaser.

j. Seller is not in default with respect to any order, writ, injunction, or decree of any court or federal, state, municipal or other governmental department regarding the ownership, operation or maintenance of the Purchased Assets. There is no pending or threatened litigation or governmental action which could prohibit or interfere with the performance of this Agreement.

k. The real property portion of the Purchased Assets is in compliance with, and to the best of Seller's knowledge, Seller has not violated in connection with the ownership, use, maintenance, or operation of the real property or the Purchased Assets, applicable environmental, federal, state, county, or local laws relating to pollution or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, or the Toxic Substance Control Act (Environmental Laws). Seller has not authorized the placing or depositing of hazardous substances on the real property portion of the Purchased Assets except, if at all, in accordance with the applicable Environmental Laws, and Seller has no actual knowledge of any hazardous substance having been, or currently being, placed or deposited on the premises except in accordance with such Laws.

l. The representations and warranties contained herein are true and correct and shall survive Closing.

10. **TITLE INSURANCE.** The Purchaser shall obtain and pay for the policy premium; cost only of title commitment and title insurance as provided herein which shall be delivered ten days before Closing. The title insurance commitment shall commit to issue an owner's title insurance policy to the Purchaser covering the fee simple real property portion of the Purchased Assets (substantially in accordance with the ALTA Standard Owner's Form B) upon the recording of deeds to the Property, said commitment reflecting title to the property to be marketable or insurable, except for the Permitted Encumbrances (as defined herein), the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as materialman's liens, survey, mechanic's liens, and shall provide such endorsements and affirmative coverage as Purchaser reasonably requests. Purchaser shall notify Seller in writing of any defect in Seller's title insurance commitment other than those accepted herein. Seller shall be entitled to thirty days time to eliminate any of the objections to title set forth by Purchaser that Seller chooses to eliminate. In the event Seller shall be unable to deliver title as herein provided, then Purchaser may elect to accept whatever title Seller is able to convey without abatement of the Purchase Price; or reject title and terminate this Agreement and receive a refund of the Deposit. Title to the real property portion of the Purchased Assets will be conveyed to Purchaser at Closing by general warranty deed subject to the Permitted Exceptions and those matters not objected to by Purchaser. The personal property portion of the Purchased

Assets will be conveyed by Bill of Sale and accompanied by the appropriate no-lien affidavits executed by the Seller.

11. **PERMITTED ENCUMBRANCES**. As used above, Permitted Encumbrances mean and include the following:

- a. All present and future building restrictions, zoning regulations and all present and future laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the real property and the use thereof as represented herein, none of which however shall impair or restrict the use of the Property for the operation of the Utility System.
- b. Easements, restrictions, reservations, right-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any Murphy Deeds, none of which contain a right of exploration or right-of-way shall impair or restrict the use of the Property for the operation of the Utility System.
- c. Such other matters as are permitted under the terms of this Agreement, including but not limited to the Developer Agreements.

12. **CONDITIONS PRECEDENT TO CLOSING**. The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

- a. Neither Party shall be prohibited by decree or law from consummating the transaction.
- b. There shall not be pending or threatened on the Closing Date any legal action or proceeding which would prevent the acquisition of the Purchased Assets or its use, title or enjoyment.
- d. Both parties shall each have performed all the undertakings required under the terms hereof.
- e. All warranties and representations herein of both parties shall be true as of the Closing Date.
- f. The Florida Public Service Commission shall have approved the transfer of Certificate to Purchaser.

13. **CLOSING DATE AND CLOSING**.

- a. Provided the conditions to be performed prior to Closing have been performed, this transaction shall close thirty days after FPSC approval of transfer of Certificate to Purchaser, unless the Closing Date is extended by mutual agreement of the parties in advance. The Closing

shall automatically be extended if necessary to complete a condition precedent or as otherwise provided for in paragraph 6, 10 and 12 of this agreement.

b. At Closing, documentary stamps on the deed shall be paid by Purchaser. There shall be no value attributable to the real property portion of the Utility System which will be an exclusive easement in favor of the Purchaser.

c. All property (intangible and tangible) and utility franchise taxes on the Purchased Assets shall be prorated as of the Closing Date.

d. Prior to or simultaneously with the Closing, Seller shall read meters and invoice customers for services rendered prior to Closing, which receivables shall be the sole property of Seller. Purchaser will not be responsible for collection of Seller's receivables after closing.

e. Sums held or collected by Seller for Service Availability or System Capacity Charges for future use shall become the property of Purchaser.

f. All transfers required or necessary hereunder shall take place on Closing Date, unless extended by mutual consent.

g. Each of the respective parties shall pay its own attorney, accountant, engineer and other professional advisors in connection with this transaction.

h. All bills for services rendered in connection with the operation of the Utility System prior to Closing shall be paid by Seller.

i. Purchaser shall pay the cost of recording the deed, mortgage and note. Purchaser shall pay the cost of documentary stamps on the deed and mortgage. Purchaser shall pay intangible tax on mortgage and promissory note, if any.

14. **FLORIDA PUBLIC SERVICE COMMISSION MATTERS**

a. The Purchaser shall petition the Florida Public Service Commission to transfer the certificate of authorization. Seller shall file any reports required and attend hearings, if necessary, and satisfy its outstanding Florida gross receipts tax obligations through the date of Closing. All costs and expenses relative to terminating its relationship with the FPSC shall be borne by the Seller. All costs relative to the transfer of the Certificate shall be borne by the Purchaser.

b. In the event the FPSC alters the Utility's tariff, Purchaser shall have the right, in its sole discretion, to terminate this agreement and receive its Deposit, or close with the amended tariff.

15. **TERMINATION.** This agreement may be terminated prior to Closing pursuant to the provisions for termination provided herein.

16. **SURVIVING PROVISIONS.** Paragraphs 6,8,9,14,15,16 and 17 shall survive Closing.

17. **MISCELLANEOUS.**

a. This writing embodies the entire agreement and understandings between the parties hereto and there are no other agreements or understandings that are not merged herein and superseded hereby. Modifications to this Agreement must be in writing and signed by both parties hereto. This Agreement shall be governed according to the laws of Florida and is executed in good faith.

b. Neither Purchaser nor Seller may transfer or assign this Agreement without obtaining the prior written consent of the other.

c. The Seller and Purchaser represent and warrant each to the other that they have not dealt with either a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement. Further, each party shall indemnify the other and hold it harmless against any claim, cost, expense, liability or loss (including reasonable attorneys fees) incurred as a result of any fees alleged to be payable because of this Agreement.

d. In the event of a default by the Purchaser under this Agreement, prior to Closing, the Seller's sole and exclusive remedy shall be to retain the Deposit as liquidated damages. In the event of a default by the Seller under this Agreement prior to closing, the parties agree that Purchaser shall be entitled to enforce specific performance of the terms and conditions of this Agreement. In the event of a default by either party after Closing, the parties agree that either shall be entitled to enforce specific performance of the surviving terms and conditions of this Agreement. Neither party shall be considered to be in default of this Agreement until the non-defaulting party gives written notice of the default to the defaulting party and affords that party ten working days to cure the default.

e. All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and nominees of the Seller and Purchaser.

f. Time is of the essence in the performance of each provision of this Agreement.

g. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

h. In the event any term or provision of this Agreement is determined to be illegal or invalid, such provision shall be given its nearest legal meaning and the remainder of the Agreement shall be construed to be in full force and effect.

i. In the event of litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including appellate court costs. The Seller will cooperate by providing reasonable access to their records and facilities for inspection.

j. This offer will expire June 10, 1996 if not executed in multiple originals or extended in writing by both parties. Any notice or other document required to be given hereunder shall be in writing and shall be delivered personally, by courier, or sent by certified or registered mail, postage prepaid. If sent by registered or certified mail, the date of mailing shall be the date of delivery. If to Seller, such notice shall be addressed to:

Seller and Seller's address/telephone:

Mr. Bob Gruno
34834 Haines Creek Road
Leesburg, FL
34788
Telephone (352) 742-0806

Purchaser and Purchaser's address/telephone:

Richard Bowles
Crystal River Utilities, Inc.
P.O. Box 520247
Longwood, FL
32752-0247
Telephone 407-260-2214
Facsimile 407-260-2123

IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed the day and year aforesaid:

WITNESSES AS TO SELLER:

SELLER:

Nancy Cartwright
Printed Name NANCY CARTWRIGHT

By Bob Gruno
Printed Name: Bob Gruno
Title: Owner

Printed Name _____

Date: 6-5-96

WITNESSES AS TO PURCHASER:

PURCHASER:

Bill Bowles
Printed Name BILL BOWLES

By Richard Bowles
Printed Name: Richard Bowles
Title: Vice President

Printed Name _____

Date: 6/6/96

Exhibit II D

FPSC Assessments. All assessments fees for 1995 have been paid by Seller. Purchaser will be fully responsible for assessments in the year closing occurs.

Exhibit II E

Financing. Financing will be provided by the Seller accounting for approximately 66% of the purchase price. Seller's financing will be secured by a note and mortgage on the assets providing for principal and interest payments to amortize the loan over five years. The balance of the purchase price will be cash from Crystal River Utilities, Inc..

Exhibit II F

Sources of Funding. Seller financing and cash from Purchaser.

UTILITY NAME: W2103 CHECK WATERWORKSYEAR OF REPORT
DECEMBER 31, 1975

NET UTILITY PLANT

Plant Accounts: (101-107) Inclusive	Water	Sewer	W & S Other Than Reporting Systems	Total
Utility Plant In Service (101)	\$ <u>48 385</u>	\$ _____	\$ _____	\$ <u>48 385</u>
Construction Work In Progress (105)	_____	_____	_____	_____
Other (Specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Utility Plant	\$ <u>48 385</u>	\$ _____	\$ _____	\$ <u>48 385</u>

ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT

Account 108	Water	Sewer	W & S Other Than Reporting Systems	Total
Balance First Of Year	\$ <u>23 779</u>	\$ _____	\$ _____	\$ <u>23 779</u>
Credits During Year:				
Accruals charged to depreciation account	\$ <u>1 896</u>	\$ _____	\$ _____	\$ <u>1 896</u>
Salvage	_____	_____	_____	_____
Other credits (specify) _____	_____	_____	_____	_____
Total credits	\$ <u>1 896</u>	\$ _____	\$ _____	\$ <u>1 896</u>
Debits During Year:				
Book cost of plant retired	\$ _____	\$ _____	\$ _____	\$ _____
Cost of removal	_____	_____	_____	_____
Other debits (specify) _____	_____	_____	_____	_____
Total debits	\$ _____	\$ _____	\$ _____	\$ _____
Balance End Of Year	\$ <u>25 675</u>	\$ _____	\$ _____	\$ <u>25 675</u>

Florida Public Service Commission

(See Filing Instructions on Back of Form)

STATUS:

Actual Return
 Estimated Return

PERIOD COVERED:
 01/01/95 TO 12/31/95

WU099
Haines Creek Mobile Homesites Waterworks
34834 Haines Creek Road
Leesburg, FL 34788-8532

FOR THE WATER USER

Checked _____

\$ _____

\$ _____

\$ _____

Postmark Date _____

Initials of Preparer _____

Please Complete Below If Address Has Changed

(SYSTEM'S NAME) (ADDRESS) (CITY/STATE)

Florida Public Service Commission Certificate

WATER OPERATING REVENUES:

1. Unmetered Water Revenues (460)

MEASURED WATER REVENUES

2. Residential Revenues (461.1)

3. Commercial Revenues (461.2)

4. Industrial Revenues (461.3)

5. Revenues from Public Authorities (461.4)

6. Multiple Family Dwelling Revenues (461.5)

TOTAL METERED SALES

FIRE PROTECTION REVENUES

8. Public Fire Protection (462.1)

9. Private Fire Protection (462.2)

TOTAL FIRE PROTECTION REVENUES

11. Other Sales to Public Authorities (464)

12. Sales to Irrigation Customers (465)

SALES FOR RESALE (466)

13. Interdepartmental Sales (467)

TOTAL WATER SALES (Lines 1+7+10+11+12+13+14)

OTHER WATER REVENUES

15. Guaranteed Revenues (Include Revenues from A.P.P.I. Charges) (469)

16. Forfeited Discounts (470)

18. Miscellaneous Service Revenues (471)

19. Rents From Water Property (472)

20. Interdepartmental Rents (473)

21. Other Water Revenues (474) Describe:

TOTAL OTHER WATER REVENUES (Lines 16+17+18+19+20+21)

TOTAL WATER OPERATING REVENUES (Lines 15+22)

23. LESS: Expense for Purchased Water From FPSC-Regulated Utility

24. NET WATER OPERATING REVENUES (Line 23 Less Line 24)

25. Regulatory Assessment Fee Due - (Multiply Line 25 by 0.045)

26. LESS: Approved Prior-Period Credit

NET REGULATORY ASSESSMENT FEE (Line 26 Less Line 27)

28. Penalty for Late Payment

29. Interest for Late Payment

TOTAL AMOUNT DUE

130-W		
NONE		
18365		
NONE		
NONE		
NONE		
NONE		
18365		
NONE		
NONE		
NONE		
NONE		
NONE		
18365		
NONE		
NONE		
205		
NONE		
NONE		
NONE		
NONE		
205		
18365		
NONE		
18365		
836		
836		
836		

These amounts must agree with Annual Report Schedule P-3

If service was purchased from a regulated utility, please insert its name:

AS PROVIDED IN SECTION 350.113, FLORIDA STATUTES, THE MINIMUM ANNUAL FEE IS \$25

I, the undersigned owner/officer of the above-named system, have read the foregoing. Under penalties of perjury, I declare that, to the best of my knowledge and belief, the above is a true and correct statement of gross revenues derived from intrastate business for the period indicated.

Bob Gruno
 (Signature of System Official)
BOB GRUNO
 (Please Print Name)

Owner
 (Title)
 Telephone Number 352-742-0806
 F.B.I. No. 3350481

1-22-
 (Date)

Exhibit II K

Tax Returns. Crystal River Utilities, Inc. has obtained copies of Seller's tax returns for the years 1988 thru 1995.

Exhibit II L

Condition of System. Crystal River Utilities, Inc. conducted personal and outside professional investigations on the water system. In addition, a complete review of all files at the Florida Department of Environmental Regulation was performed. No outstanding consent orders are pending. To the best of our knowledge, there are no outstanding violations with the DEP on this system.

SCHEDULE C
(Form 1040)

Department of Treasury
Internal Rev. Service (99)

Profit or Loss From Business

(Sole Proprietorship)

Partnerships, joint ventures, etc., must file Form 1065.

Attach to Form 1040 or Form 1041.

See Instructions for Schedule C (Form 1040).

OMB No. 1545-0074

1995

Attachment
Sequence No. **09**

Name of proprietor

Bobbie Gruno

Social security number (SSN)

Enter principal busn. code
6692

Employer ID no. (EIN), if any

A Principal business or profession, including product or service (see page C-1)
WATER PLANT

C Business name. If no separate business name, leave blank.
HAINES CREEK WATER SYSTEM

E Business address, City, State, ZIP

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) _____

G Method(s) used to value closing inventory: (1) ☐ Cost (2) ☐ Lower of cost or market (3) ☐ Other (attach explanation) (4) ☒ Does not apply (if checked, skip line H)

H Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation

I Did you "materially participate" in the operation of this business during 1995? If "No," see page C-2 for limit on losses

J If you started or acquired this business during 1995, check here

Yes	No
☐	☐
☒	☐

Part I Income

1	Gross receipts or sales. Caution: If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see page C-2 and check here	1	18,365
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	18,365
4	Cost of goods sold (from line 40 on page 2)	4	
5	Gross profit. Subtract line 4 from line 3	5	18,365
6	Other income, including Federal and state gasoline or fuel tax credit or refund (see page C-2)	6	205
7	Gross income. Add lines 5 and 6	7	18,570

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8		19	Pension & profit-sharing plans	19	
9	Bad debts from sales or services (see page C-3)	9		20	Rent or lease (see page C-4):		
10	Car and truck expenses (see page C-3)	10	251	a	Vehicles, machinery, & equip.	20a	
11	Commissions and fees	11		b	Other business property	20b	
12	Depletion	12		21	Repairs and maintenance	21	
13	Depreciation and section 179 expense deduction (not included in Part III) (see page C-3)	13	908	22	Supplies (not included in Part III)	22	421
14	Employee benefit programs (other than on line 19)	14		23	Taxes and licenses	23	480
15	Insurance (other than health)	15	696	24	Travel, meals, & entertainment:		
16	Interest:			a	Travel	24a	
a	Mortgage (paid to banks, etc.)	16a		b	Meals and entertainment		
b	Other	16b		c	Enter 50% of line 24b subject to limitations (see pg. C-4)		
17	Legal and professional services	17	165	d	Subtract line 24c from line 24b	24d	
18	Office expense	18		25	Utilities	25	989
28	Total expenses before expenses for business use of home. Add lines 8 through 27 in columns	28		26	Wages (less employment credits)	26	
29	Tentative profit (loss). Subtract line 28 from line 7	29		27	Other expenses (from line 46 on page 2)	27	4,217
30	Expenses for business use of your home. Attach Form 8829	30					
31	Net profit or (loss). Subtract line 30 from line 29.	31					
	• If a profit, enter on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Estates and trusts, enter on Form 1041, line 3.						
	• If a loss, you MUST go on to line 32.						
32	If you have a loss, check the box that describes your investment in this activity (see page C-5):						
	• If you checked 32a, enter the loss on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Estates and trusts, enter on Form 1041, line 3.						
	• If you checked 32b, you MUST attach Form 6198.						

32a ☐ All investment is at risk
32b ☐ Some investment is not at risk

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

CIA C12 NTF 1274

Schedule C (Form 1040) 1995

Copyright Forms Software Group, 1995. No. 1040-1995-001

Part III Cost of Goods Sold (see page C-5)

33	Inventory at beginning of year. If different from last year's closing inventory, attach explanation.	33
34	Purchases less cost of items withdrawn for personal use.	34
35	Cost of labor. Do not include salary paid to yourself.	35
36	Materials and supplies.	36
37	Other costs.	37
38	Add lines 33 through 37.	38
39	Inventory at end of year.	39
40	Cost of goods sold. Subtract line 39 from line 38. Enter the result here and on page 1, line 4.	40

Part IV Information on Your Vehicle. Complete this part **ONLY** if you are claiming car or truck expenses on line 10 and are not required to file Form 4562 for this business. See the instructions for line 13 on page C-3 to find out if you must file.

41 When did you place your vehicle in service for business purposes? (month, day, year) 07/01/89

42 Of the total number of miles you drove your vehicle during 1995, enter the number of miles you used your vehicle for:

a Business	<u>837</u>	b Commuting		c Other	<u>8,500</u>
------------	------------	-------------	--	---------	--------------

43 Do you (or your spouse) have another vehicle available for personal use? ☒ Yes ☐ No

44 Was your vehicle available for use during off-duty hours? ☒ Yes ☐ No

45a Do you have evidence to support your deduction? ☒ Yes ☐ No

b If "Yes," is the evidence written? ☒ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30

CHLORINE	471
FLA PSC	836
OUTSIDE SERVICES	1,930
LABORATORY	644
TELEPHONE	174
SMALL TOOLS	162
46 Total other expenses. Enter here and on page 1, line 27.	4,217

SCHEDULE C
(Form 1040)

Department of Treasury
Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

Partnerships, joint ventures, etc., must file Form 1065.

Attach to Form 1040 or Form 1041.

See instructions for Schedule C (Form 1040).

OMB No. 1545-0074

1995

Attachment
Sequence No. **09**

Name of proprietor

Bobbie Gruno

Social security number (SSN)

[REDACTED]

A Principal business or profession, including product or service (see page C-1)

WATER PLANT

B Enter principal busn. code

6692

C Business name. If no separate business name, leave blank

HAINES CREEK WATER SYSTEM

D Employer ID no. (EIN), if any

E Business address.
City, State, ZIP

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify)

G Method(s) used to value closing inventory (1) ☐ Cost (2) ☐ Lower of cost or market (3) ☐ Other (attach explanation) (4) ☒ Does not apply (if checked, skip line H)

Yes No

H Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation

X

I Did you "materially participate" in the operation of this business during 1995? If "No," see page C-2 for limit on losses

J If you started or acquired this business during 1995, check here

Part I Income

1 Gross receipts or sales. Caution: If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see page C-2 and check here	1	18,365
2 Returns and allowances	2	
3 Subtract line 2 from line 1	3	18,365
4 Cost of goods sold (from line 40 on page 2)	4	
5 Gross profit. Subtract line 4 from line 3	5	18,365
6 Other income, including Federal and state gasoline or fuel tax credit or refund (see page C-2)	6	205
7 Gross income. Add lines 5 and 6	7	18,570

Part II Expenses. Enter expenses for business use of your home **only** on line 30

8 Advertising	8		19 Pension & profit-sharing plans	19	
9 Bad debts from sales or services (see page C-3)	9		20 Rent or lease (see page C-4):		
10 Car and truck expenses (see page C-3)	10	251	a Vehicles, machinery, & equip.	20a	
11 Commissions and fees	11		b Other business property	20b	
12 Depletion	12		21 Repairs and maintenance	21	
13 Depreciation and section 179 expense deduction (not included in Part III) (see page C-3)	13	908	22 Supplies (not included in Part III)	22	421
14 Employee benefit programs (other than on line 19)	14		23 Taxes and licenses	23	480
15 Insurance (other than health)	15	696	24 Travel, meals, & entertainment:		
16 Interest:			a Travel	24a	
a Mortgage (paid to banks, etc.)	16a		b Meals and entertainment		
b Other	16b		c Enter 50% of line 24b subject to limitations (see pg. C-4)		
17 Legal and professional services	17	165	d Subtract line 24c from line 24b	24d	
18 Office expense	18		25 Utilities	25	989
28 Total expenses before expenses for business use of home. Add lines 8 through 27 in columns	28		26 Wages (less employment credits)	26	
29 Tentative profit (loss). Subtract line 28 from line 7	29		27 Other expenses (from line 46 on page 2)	27	4,217
30 Expenses for business use of your home. Attach Form 8829	30				8,127
31 Net profit or (loss). Subtract line 30 from line 29	31				10,443

• If a profit, enter on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Estates and trusts, enter on Form 1041, line 3.

• If a loss, you MUST go on to line 32.

32 If you have a loss, check the box that describes your investment in this activity (see page C-5)

• If you checked 32a, enter the loss on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Estates and trusts, enter on Form 1041, line 3.

• If you checked 32b, you MUST attach Form 6198.

32a All investment is at risk

32b Some investment is not at risk

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule C (Form 1040) 1995

Part III Cost of Goods Sold (see page C-5)

33 Inventory at beginning of year. If different from last year's closing inventory, attach explanation.	33	
34 Purchases less cost of items withdrawn for personal use	34	
35 Cost of labor. Do not include salary paid to yourself.	35	
36 Materials and supplies	36	
37 Other costs	37	
38 Add lines 33 through 37	38	
39 Inventory at end of year	39	
40 Cost of goods sold. Subtract line 39 from line 38. Enter the result here and on page 1, line 4	40	

Part IV Information on Your Vehicle. Complete this part **ONLY** if you are claiming car or truck expenses on line 10 and are not required to file Form 4562 for this business. See the instructions for line 13 on page C-3 to find out if you must file.

- 41** When did you place your vehicle in service for business purposes? (month, day, year) **07/01/89**
- 42** Of the total number of miles you drove your vehicle during 1995, enter the number of miles you used your vehicle for:
- a** Business **837** **b** Commuting **c** Other **8,500**
- 43** Do you (or your spouse) have another vehicle available for personal use? ☒ Yes ☐ No
- 44** Was your vehicle available for use during off-duty hours? ☒ Yes ☐ No
- 45a** Do you have evidence to support your deduction? ☒ Yes ☐ No
- b** If "Yes," is the evidence written? ☒ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

CHLORINE	471
FLA PSC	836
OUTSIDE SERVICES	1,930
LABORATORY	644
TELEPHONE	174
SMALL TOOLS	162
46 Total other expenses. Enter here and on page 1, line 27	46 4,217

SCHEDULE C
(Form 1040)

Department of Treasury
Internal Rev. Service (99)

Profit or Loss From Business

(Sole Proprietorship)

Partnerships, joint ventures, etc., must file Form 1065.

Attach to Form 1040 or Form 1041.

See instructions for Schedule C (Form 1040).

OMB No. 1545-0074

1994

Attachment
Sequence No. 09

Name of proprietor

Bobbie Gruno

Social security number (SSN)

[REDACTED]

A Principal business or profession, including product or service (see page C-1)

WATER PLANT

B Enter principal busn. code

6692

C Business name. If no separate business name, leave blank.

HAINES CREEK WATER SYSTEM

D Employer ID no. (EIN), if any

E Business address

City, State, ZIP

F Accounting method:

(1) ☒ Cash

(2) ☐ Accrual

(3) ☐ Other (specify)

G Method(s) used to value closing inventory:

(1) ☐ Cost

(2) ☐ Lower of cost or market

(3) ☐ Other (attach explanation)

(4) ☒ Does not apply (if checked, skip line H)

Yes No

H Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation

I Did you "materially participate" in the operation of this business during 1994? If "No," see page C-2 for limit on losses

X

J If you started or acquired this business during 1994, check here

Part I Income

1 Gross receipts or sales. **Caution:** If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see page C-2 and check here

1 17,722.

2 Returns and allowances

2

3 Subtract line 2 from line 1

3 17,722.

4 Cost of goods sold (from line 40 on page 2)

4

5 Gross profit. Subtract line 4 from line 3

5 17,722.

6 Other income, including Federal and state gasoline or fuel tax credit or refund (see page C-2)

6 85.

7 Gross income. Add lines 5 and 6

7 17,807.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8 Advertising

8

9 Bad debts from sales or services (see page C-3)

9

10 Car and truck expenses (see page C-3)

10 365.

11 Commissions and fees

11

12 Depreciation

12

13 Depreciation and section 179 expense deduction (not included in Part III) (see page C-3)

13 818.

14 Employee benefit programs (other than on line 19)

14

15 Insurance (other than health)

15 630.

16 Interest:

a Mortgage (paid to banks, etc.)

16a

b Other

16b

17 Legal and professional services

17 165.

18 Office expense

18 203.

19 Pension & profit-sharing plans

19

20 Rent or lease (see page C-4):

20

a Vehicles, machinery, & equip

20a

b Other business property

20b

21 Repairs and maintenance

21

22 Supplies (not included in Part III)

22 500.

23 Taxes and licenses

23 594.

24 Travel, meals, & entertainment:

24

a Travel

24a

b Meals and entertainment

24b

c Enter 50% of line 24b subject to limitations (see pg. C-4)

24c

d Subtract line 24c from line 24b

24d

25 Utilities

25 1,024.

26 Wages (less employment credits)

26

27 Other expenses (from line 46 on page 2)

27 3,520.

28 Total expenses before expenses for business use of home. Add lines 8 through 27 in columns

28 7,819.

29 Tentative profit (loss). Subtract line 28 from line 7

29 9,988.

30 Expenses for business use of your home. Attach Form 8829

30

31 Net profit or (loss). Subtract line 30 from line 29.

• If a profit, enter on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Estates and trusts, enter on Form 1041, line 3.

• If a loss, you MUST go on to line 32

31 9,988.

32 If you have a loss, check the box that describes your investment in this activity (see page C-5).

• If you checked 32a, enter the loss on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Estates and trusts, enter on Form 1041, line 3.

• If you checked 32b, you MUST attach Form 6198.

32a ☐ All investment is at risk.

32b ☐ Some investment is not at risk.

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

Schedule C (Form 1040) 1994

H733 C12 NTF 6716

Copyright Forms Software Only, 1994 Netco, Inc. 594511C1

Part III

Department of Treasury
Internal Rev. Service

(Sole Proprietorship)

► Partnerships, joint ventures, etc., must file Form 1065.

▶ Attach to Form 1040 or Form 1041.

▶ See instructions for Schedule C (Form 1040).

1983

Attachment
Sequence No. 00

Name of proprietor

Bobbie Gruno

Social security number (SSN)

A Principal business or profession, including product or service (see page C-1)

WATER PLANT

B Enter principal busn. code ▶
6692

C Business name. If no separate business name, leave blank

HAINES CREEK WATER SYSTEM

D Employer ID no. (EIN), if any

E Business address.
City, State, ZIP

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ▶

G Method(s) used to value closing inventory: (1) ☐ Cost (2) ☐ Lower of cost or market (3) ☐ Other (attach explanation) (4) ☒ Does not apply (if checked, skip line H)

H Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation _____

1 Did you "materially participate" in the operation of this business during 1993? If "No," see page C-2 for limit on losses

↓ If you started or acquired this business during 1993, check here

Part	Income
------	--------

1	Gross receipts or sales. Caution: If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see page C-2 and check here. ☐	1	18,471.
2	Returns and allowances.	2	
3	Subtract line 2 from line 1.	3	18,471.
4	Cost of goods sold (from line 40 on page 2)	4	
5	Gross profit. Subtract line 4 from line 3.	5	18,471.
6	Other income, including Federal and state gasoline or fuel tax credit or refund (see page C-2)	6	135.
7	Gross income. Add lines 5 and 6. ☐	7	18,606.

Part II Expenses. Caution: Do not enter expenses for business use of your home on lines 8-27. Instead, see line 30.

8 Advertising	8		19 Pension & profit-sharing plans	19	
9 Bad debts from sales or services (see page C-3)	9		20 Rent or lease (see page C-4):		
			a Vehicles, machinery, & equip.	20a	
10 Car and truck expenses (see page C-3)	10	293.	b Other business property	20b	
11 Commissions and fees	11		21 Repairs and maintenance	21	
12 Depletion	12		22 Supplies (not included in Part III)	22	540.
13 Depreciation and section 179 expense deduction (not included in Part III) (see page C-3)	13	637.	23 Taxes and licenses	23	585.
14 Employee benefit programs (other than on line 19)	14		24 Travel, meals, & entertainment:		
15 Insurance (other than health)	15	443.	a Travel	24a	
16 Interest			b Meals and entertainment		
a Mortgage (paid to banks, etc.)	16a		c Enter 20% of line 24b subject to limitations (see page C-4)		
b Other	16b		d Subtract line 24c from line 24b	24d	
17 Legal and professional services	17	165.	25 Utilities	25	1,130.
18 Office expense	18		26 Wages (less jobs credit)	26	
28 Total expenses before expenses for business use of home. Add lines 8 through 27 in columns			27 Other expenses (from line 46 on page 2)	27	2,484.
29 Tentative profit (loss). Subtract line 28 from line 7				28	6,277.
30 Expenses for business use of your home. Attach Form 8829				29	12,329.
31 Net profit or (loss). Subtract line 30 from line 29.				30	
• If a profit, enter on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Fiduciaries, enter on Form 1041, line 3.				31	12,329.
• If a loss, you MUST go on to line 32.					
32 If you have a loss, check the box that describes your investment in this activity (see page C-5).					
• If you checked 32a, enter the loss on Form 1040, line 12, and ALSO on Schedule SE, line 2 (statutory employees, see page C-5). Fiduciaries, enter on Form 1041, line 3.				32a	All investment is at risk.
• If you checked 32b, you MUST attach Form 5198.				32b	Some investment is not at risk.

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule C (Form 1040) 1993

33	Inventory at beginning of year. If different from last year's closing inventory, attach explanation.	33
34	Purchases less cost of items withdrawn for personal use	34
35	Cost of labor. Do not include salary paid to yourself.	35
36	Materials and supplies	36
37	Other costs	37
38	Add lines 33 through 37	38
39	Inventory at end of year	39
40	Cost of goods sold. Subtract line 39 from line 38. Enter the result here and on page 1, line 4	40

required to file Form 4550.

41 When did you place your vehicle in service for business purposes? (month, day, year) ▶ 07/01/89

42 Of the total number of miles you drove your vehicle during 1993, enter the number of miles you used your vehicle for:

a Business	<u>1,045</u>	b Commuting	<u> </u>	c Other	<u>8,955</u>
------------	--------------	-------------	-----------------------------	---------	--------------

43 Do you (or your spouse) have another vehicle available for personal use? ☒ Yes ☐ No

44 Was your vehicle available for use during off-duty hours? ☒ Yes ☐ No

45a Do you have evidence to support your deduction? ☒ Yes ☐ No

b If "Yes," is the evidence written? ☒ Yes ☐ No

Indicate on lines 8-26 or line 30

[illegible]

46 Total other expenses. Enter here and on page 1, line 27

SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss From Business

(Sole Proprietorship)

► Partnerships, joint ventures, etc., must file Form 1065.

► Attach to Form 1040 or Form 1041.

► See instructions for Schedule C (Form 1040).

OMB No. 1545-0074

1992

Attachment
Sequence No. **08**

Name of proprietor

Bobbie Gruno

Social security number (SSN)

B Enter principal business code ►

6692

D Employer ID no. (Not SSN)

A Principal business or profession, including product or service (see page C-1)

WATER PLANT

C Business name

HAINES CREEK WATER SYSTEM

E Business address, City, State, ZIP

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ►

G Method(s) used to value closing inventory: (1) ☐ Cost (2) ☐ Lower of cost or market (3) ☐ Other (attach explanation) (4) ☒ Does not apply (if checked, skip line H)

H Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation

I Did you "materially participate" in the operation of this business during 1992? If "No," see page C-2 for limitations on losses

J Was this business in operation at the end of 1992?

K How many months was this business in operation during 1992?

L If this is the first Schedule C filed for this business, check here

Yes	No
X	
X	
12	

Part I Income

1 Gross receipts or sales. Caution: If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see page C-2 and check here	1	17,588.
2 Returns and allowances	2	
3 Subtract line 2 from line 1	3	17,588.
4 Cost of goods sold (from line 40 on page 2)	4	
5 Gross profit. Subtract line 4 from line 3	5	17,588.
6 Other income, including Federal and state gasoline or fuel tax credit or refund (see page C-2)	6	360.
7 Gross income. Add lines 5 and 6	7	17,948.

Part II Expenses (Caution: Do not enter expenses for business use of your home on lines 8-27. Instead, see line 30.)

8 Advertising	8		21 Repairs and maintenance	21	
9 Bad debts from sales or services (see page C-3)	9	293.	22 Supplies (not included in Part III)	22	500.
10 Car and truck expenses (see page C-3 -- also attach Form 4562)	10		23 Taxes and licenses	23	463.
11 Commissions and fees	11		24 Travel, meals, & entertainment:	24a	
12 Depletion	12		a Travel		
13 Depreciation and section 179 expense deduction (not included in Part III) (see page C-3)	13	655.	b Meals and entertainment		
14 Employee benefit programs (other than on line 19)	14		c Enter 20% of line 24b subject to limitations (see page C-4)		
15 Insurance (other than health)	15	401.	d Subtract line 24c from line 24b	24d	
16 Interest:			25 Utilities	25	1,018.
a Mortgage (paid to banks, etc.)	16a		26 Wages (less jobs credit)	26	
b Other	16b		27a Other:		
17 Legal & professional services	17	165.	CHLORINE		423
18 Office expense	18	104.	FLA PSC		727
19 Pension & profit-sharing plans	19		OUTSIDE SERVICES		730
20 Rent or lease (see page C-4):			LABORATORY		540
a Vehicles, machinery, & equip.	20a		TELEPHONE		174
b Other business property	20b		27b Total other expenses	27b	2,594.
28 Total expenses before expenses for business use of home. Add lines 8 through 27b in columns	28			28	6,193.
29 Tentative profit (loss). Subtract line 28 from line 7	29			29	11,755.
30 Expenses for business use of your home. Attach Form 8829	30			30	
31 Net profit or (loss). Subtract line 30 from line 29. If a profit, enter here and on Form 1040, line 12. Also, enter the net profit on Schedule SE, line 2 (statutory employees, see page C-5). If a loss, you MUST go on to line 32 (fiduciaries, see page C-5)	31	11,755.		31	
32 If you have a loss, you MUST check the box that describes your investment in this activity (see page C-5):			32a All investment is at risk	32a	
If you checked 32a, enter the loss on Form 1040, line 12, and Schedule SE, line 2 (statutory employees, see page C-5). If you checked 32b, you MUST attach Form 6198.			32b Some investment is not at risk	32b	

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule C (Form 1040) 1992

SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss From Business

(Sole Proprietorship)

Partnerships, joint ventures, etc., must file Form 1065.

Attach to Form 1040 or Form 1041

See instructions for Schedule C (Form 1040).

OMB No. 1545-0046

1991

Attachment
Sequence No. **09**

Name of proprietor

Bobbie Gruno

Social security number (SSN)

Enter principal business code

6692

Employer ID no. (Not SSN)

A Principal business or profession, including product or service (see instructions)

WATER PLANT

C Business name

HAINES CREEK WATER SYSTEM

E Business address (see instructions)
City, town, post office, state, ZIP

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify)

G Method(s) used to value closing inventory: (1) ☐ Cost (2) ☐ Lower of cost or market (3) ☐ Other (attach explanation) (4) ☒ Does not apply (if checked, skip line H)

H Was there any change in determining quantities, costs, or valuations between opening and closing inventory? (If "Yes," attach explanation.)

I Did you "materially participate" in the operation of this business during 1991? (If "No," see instructions for limitations on losses.)

J If this is the first Schedule C filed for this business, check here

Part I Income

1 Gross receipts or sales. **Caution:** If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see the instructions and check here

1 16,148.

2 Returns and allowances

2

3 Subtract line 2 from line 1

3 16,148.

4 Cost of goods sold (from line 40 on page 2)

4

5 Subtract line 4 from line 3 and enter the **gross profit** here

5 16,148.

6 Other income, including Federal and state gasoline or fuel tax credit or refund (see instructions)

6 720.

7 Add lines 5 and 6. This is your **gross income**

7 16,868.

Part II Expenses (Caution: Enter expenses for business use of your home on line 30.)

8 Advertising

8

9 Bad debts from sales or services (see instructions)

9

10 Car and truck expenses (see instructions -- also attach Form 4562)

10 287.

11 Commissions and fees

11

12 Depreciation

12

13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)

13 632.

14 Employee benefit programs (other than on line 19)

14

15 Insurance (other than health)

15 427.

16 Interest

16

a Mortgage (paid to banks, etc.)

16a

b Other

16b

17 Legal and professional services

17 165.

18 Office expense

18 390.

19 Pension & profit-sharing plans

19

20 Rent or lease (see instructions)

20

a Vehicles, machinery, and equip

20a

b Other business property

20b

21 Repairs and maintenance

21 347.

22 Supplies (not included in Part III)

22 472.

23 Taxes and licenses

23 439.

24 Travel, meals, & entertainment

24

a Travel

24a

b Meals and entertainment

24b

c Enter 20% of line 24b subject to limitations (see instructions)

24c

d Subtract line 24c from line 24b

24d

25 Utilities

25 1,006.

26 Wages (less jobs credit)

26

27a Other

27a

CHLORINE

285

FLA PSC

727

OUTSIDE SERVICES

515

LABORATORY

120

TELEPHONE

174

27b Total other expenses

27b 1,821.

28 Add amounts in columns for lines 8 through 27b. These are your **total expenses** before expenses for business use of your home

28 5,986.

29 Tentative profit (loss). Subtract line 28 from line 7

29 10,882.

30 Expenses for business use of your home (attach Form 8829)

30

31 **Net profit or (loss).** Subtract line 30 from line 29. If a profit, enter here and on line 40 of Form 1040. If a loss, enter the net loss on Schedule SE, line 2 (statutory employees, see instructions). If a loss, you MUST go on to line 32 (individuals, see instructions).

31 10,882.

32 If you have a loss, you MUST check the box that describes your investment in this activity (see instructions)

32a ☐ Investment is at-risk

If you checked 32a, enter the loss on Form 1040, line 12, and Schedule SE, line 2 (statutory employees, see instructions). If you checked 32b, you MUST attach Form 6198.

32b ☐ Loss is not at-risk

SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss From Business

(Sole Proprietorship)

Partnerships, Joint Ventures, Etc., Must File Form 1065.

▶ Attach to Form 1040 or Form 1041.

▶ See instructions for Schedule C (Form 1040).

OMB No. 1545-0045

1990

Attachment
Sequence No. 08

Proprietor name
Bobbie Gruno

A Principal business or profession, including product or service (see inst.)

WATER PLANT

C Business name & address
(include suite or room no.)

HAINES CREEK WATER SYSTEM

Social security number (SSN)

B Principal business code ▶
6692

D Employer ID number (Not SSN)

E Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ▶

F Method(s) used to value closing inventory: (1) ☐ Cost (2) ☐ Lower of cost or market (3) ☐ Other (attach explanation) (4) ☒ Does not apply (if checked, go to line H)

Yes No

G Was there any change in determining quantities, costs, or valuations between opening & closing inventory? (If "Yes," attach explanation.)

X

H Are you deducting expenses for business use of your home? (If "Yes," see instructions for limitations.)

X

I Did you "materially participate" in the operation of this business during 1990? (If "No," see instructions for limitations on losses.)

J If this is the first Schedule C filed for this business, check here.

Part I Income

1	Gross receipts or sales. Caution: If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see the instructions and check here. ▶ ☐	1	15,244.
2	Returns and allowances.	2	
3	Subtract line 2 from line 1. Enter the result here	3	15,244.
4	Cost of goods sold (from line 38 on page 2)	4	
5	Subtract line 4 from line 3 and enter the gross profit here	5	15,244.
6	Other income, including Federal and state gasoline or fuel tax credit or refund (see instructions).	6	360.
7	Add lines 5 and 6. This is your gross income	7	15,604.

Part II Expenses

8	Advertising	8		21	Repairs and maintenance	21	
9	Bad debts from sales or services (see instructions)	9		22	Supplies (not included in Part III)	22	157.
10	Car & truck exp. (attach Form 4562)	10	115.	23	Taxes and licenses	23	379.
11	Commissions and fees	11		24	Travel, meals, & entertainment:	24a	
12	Depreciation	12		a	Travel		
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	401.	b	Meals and entertainment		
14	Employee benefit programs (other than on line 19)	14		c	Enter 20% of line 24b subject to limitations (see inst.)		
15	Insurance (other than health)	15	392.	d	Subtract line 24c from line 24b	24d	
16	Interest:			25	Utilities	25	1,056.
a	Mortgage (paid to banks, etc.)	16a		26	Wages (less jobs credit)	26	
b	Other	16b		27a	Other:		51
17	Legal and professional services	17	150.		BANK CHARGES		384
18	Office expenses	18			CHLORINE		533
19	Pension & profit-sharing plans	19			FLA PSC		685
20	Rent or lease (see instructions):				OUTSIDE SERVICES		460
a	Vehicles, machinery and equip.	20a			LABORATORY		174
b	Other business property	20b			TELEPHONE		2,287.
				27b	Total other expenses	27b	
28	Add amounts in columns for lines 8 through 27b. These are your total expenses	28	4,937.				

29	Net profit or (loss). Subtract line 28 from line 7. If a profit, enter here and on Form 1040, line 12. Also enter the net profit on Schedule SE, line 2 (statutory employees, see instructions). If a loss, you MUST go on to line 30 (fiduciaries, see instructions).	29	10,667.
----	--	----	---------

30	If you have a loss, you MUST check the box that describes your investment in this activity (see inst.)	30a	All investment is at risk.
	If you checked 30a, enter the loss on Form 1040, line 12, and Schedule SE, line 2 (statutory employees, see instructions). If you checked 30b, you MUST attach Form 6198.	30b	Some investment is not at risk.

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

Schedule C (Form 1040) 1990

SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss From Business

(Sole Proprietorship)

Partnerships, Joint Ventures, Etc., Must File Form 1065.

► Attach to Form 1040 or Form 1041.

► See instructions for Schedule C (Form 1040).

OMB No. 1545-0045

1989

Attachment
Sequence No. 99

Name of proprietor

Bobbie Gruno

A Principal business or profession, including product or service (see instructions)

WATER PLANT

C Business name & address ► **HAINES CREEK WATER SYSTEM**

Social security number (SSN)

B Principal business code ►

5692

D Employer ID number (Not SSN)

E Method(s) used to value closing inventory: (1) ☐ Cost (2) ☐ Lower of cost or market (3) ☐ Other (attach explanation) (4) ☒ Does not apply (if checked, skip Line G)

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) ►

G Was there any change in determining quantities, costs, or valuations between opening & closing inventory? (If "Yes," attach explanation.)

H Are you deducting expenses for business use of your home? (If "Yes," see instructions for limitations.)

I Did you "materially participate" in the operation of this business during 1989? (If "No," see instructions for limitations on losses.)

J If this schedule includes a loss, credit, deduction, income, or other tax benefit relating to a tax shelter required to be registered, check ☐ If you check this box, you MUST attach Form 8271.

Part I Income

1	Gross receipts or sales	13,251.
2	Returns and allowances	
3	Subtract line 2 from line 1. Enter the result here	13,251.
4	Cost of goods sold and/or operations (from line 39 on page 2)	
5	Subtract line 4 from line 3 and enter the gross profit here	13,251.
6	Other income, including Federal and state gasoline or fuel tax credit or refund (see instructions)	
7	Add lines 5 and 6. This is your gross income	13,251.

Part II Expenses

8	Advertising		22	Repairs	
9	Bad debts from sales/services (see instructions)		23	Supplies (not included in Part III)	108.
10	Car and truck expenses	115.	24	Taxes	301.
11	Commissions		25	Travel, meals, & entertainment:	
12	Depreciation		a	Travel	
13	Depreciation and section 179 deduction from Form 4562 (not included in Part III)	271.	b	Meals and entertainment	
14	Employee benefit programs (other than on line 20)		c	Enter 20% of line 25b subject to limitations (see Inst.)	
15	Freight (not included in Part III)		d	Subtract line 25c from line 25b	980.
16	Insurance (other than health)	375.	26	Utilities (see instructions)	
17	Interest:		27	Wages (less jobs credit)	
a	Mortgage (paid to banks, etc.)		28	Other:	
b	Other	150		CHLORINE	287
18	Legal and professional services			FLA PSC	331
19	Office expense			OUTSIDE SERV	360
20	Pension & profit-sharing plans			LABORATORY	310
21	Rent or lease:			TELEPHONE	174
a	Machinery and equipment				
b	Other business property				
21a			Total	28	1,462.
21b					
29	Add amounts in columns for lines 8 through 28. These are your total expenses		29		3,762.
30	Net profit or (loss). Subtract line 29 from line 7. If a profit, enter here and on Form 1040, line 12, and on Schedule SE, line 2. If a loss, you MUST go on to line 31. (Fiduciaries, see instructions.)		30		9,489.

31 If you have a loss, you MUST check the box that describes your investment in this activity (see instructions).
If you checked 31a, enter the loss on Form 1040, line 12, and Schedule SE, line 2.
If you checked 31b, you MUST attach Form 8198.

Schedule C (Form 1040) 1989

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

Copyright Forms Software Only, 1989 Nelco, Inc. 2810 H733

SCHEDULE C
(Form 1040)

Department of the Treasury
Internal Revenue Service

Profit or Loss From Business
(Sole Proprietorship)

Partnerships, Joint Ventures, Etc., Must File Form 1065.
▶ Attach to Form 1040, Form 1041, or Form 1042. ▶ See instructions for Schedule C (Form 1040).

OMB No. 1545-0047
1988
Economic No.

Name of proprietor

Bobbie Gruno

Social security number (SSN)

A Principal business or profession, including product or service (see instructions)

WATER PLANT

B Principal business code ▶
6692

C Business name and address ▶ HAINES CREEK WATER SYSTEM

D Employer ID number (Not SSN)

E Method(s) used to value closing inventory:

(1) ☐ Cost

(2) ☐ Lower of cost or market

(3) ☐ Other (attach explanation)

F Accounting method:

(1) ☒ Cash

(2) ☐ Accrual

(3) ☐ Other (specify) ▶

G Was there any change in determining quantities, costs, or valuations between opening and closing inventory? (If "Yes," attach explanation.)

H Are you deducting expenses for business use of your home? (If "Yes," see instructions for limitations.)

I Did you "materially participate" in the operation of this business during 1988? (If "No," see instructions for limitations on losses.)

J If this schedule includes a loss, credit, deduction, income, or other tax benefit relating to a tax shelter required to be registered, check here. ☐
If you check this box, you MUST attach Form 8271.

Yes	No
	☒
	☒
☒	

Part I Income

1a Gross receipts or sales

b Less: Returns and allowances

c Subtract line 1b from line 1a. Enter the result here

2 Cost of goods sold and/or operations (from Part III, line 8)

3 Subtract line 2 from line 1c and enter the gross profit here

4 Other income (including windfall profit tax credit or refund received in 1988)

5 Add lines 3 and 4. This is the gross income

1a	12,152
1b	
1c	12,152
2	
3	12,152
4	
5	12,152

Part II Deductions

6 Advertising

7 Bad debts from sales or services (see instructions)

8 Bank service charges

9 Car and truck expenses

10 Commissions

11 Depletion

12 Depreciation and section 179 deduction from Form 4562 (not included in Part III)

13 Dues and publications

14 Employee benefit programs

15 Freight (not included in Part III)

16 Insurance

17 Interest:

a Mortgage (paid to banks, etc.)

b Other

18 Laundry and cleaning

19 Legal and professional services

20 Office expense

21 Pension and profit-sharing plans

22 Rent on business property

23 Repairs

24 Supplies (not included in Part III)

25 Taxes

26 Travel, meals, and entertainment:

a Travel

b Meals and entertainment

c Enter 20% of line 26b subject to limitations (see instructions).

d Subtract line 26c from 26b

27 Utilities and telephone

28a Wages

b Jobs credit

c Subtract line 28b from 28a

29 Other: CHLORINE

FLA PSC

OUTSIDE SERV

TELEPHONE

TELEPHONE

23	
24	268
25	281
26a	
26b	
26c	
26d	
27	827
28a	
28b	
28c	
29	484
	304
	510
	137
	174
Total	1,609

30 Add amounts in columns for lines 6 through 29. These are the total deductions

31 Net profit or (loss). Subtract line 30 from line 5. If a profit, enter here and on Form 1040, line 12, and on Schedule SE, line 2. If a loss, you MUST go on to line 32. (Fiduciaries, see instructions.)

32 If you have a loss, you MUST check the box that describes your investment in this activity (see instructions)

32a ☐ All investment is at risk.

32b ☐ Some investment is not at risk.

If you checked 32a, enter the loss on Form 1040, line 12, and Schedule SE, line 2. If you checked 32b, you MUST attach Form 6158.

For Paperwork Reduction Act Notice, see Form 1040 instructions.

Schedule C (Form 1040) 1988

73 24924

4.00

Satisfaction of Mortgage

Know All Men By These Presents: That HAINES ENTERPRISES, INC.,

a corporation existing under the laws of the State of Florida
the owner and holder of a certain mortgage deed executed by BOB D. GRUNO and NANCY M.
GRUNO, his wife,
to Haines Enterprises, Inc.,

bearing date the 15th day of February A.D. 1972, recorded in Official Records
Book 457 page 439 in the office of the Clerk of the Circuit Court of Lake County
State of Florida, securing One certain note in the principal sum of Six Thousand Eight Hundred
Sixty-seven and 34/100 (\$6,867.34) Dollars, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said
State and County described as follows, to-wit:

Lots 45, 46, 47 and Lot 1 of Haines Creek Mobile Homesites
according to the Plat of Haines Creek Mobile Homesites as
recorded in Plat Book 15, page 18, Public Records of Lake
County, Florida, filed January 4, 1960, together with pumps,
equipment, water mains and water lines and easements for water
lines in said subdivision.

hereby acknowledges full payment and satisfaction of said note and mortgage deed, and surrenders the
same as cancelled, and hereby directs the Clerk of the said Circuit Court to cancel the same of record.

In Witness Whereof the said corporation has caused these
presents to be executed in its name, and its corporate seal to be hereunto
affixed, by its proper officers thereunto duly authorized, the
day of October A.D. 1973.

CORPORATE
SEAL

HAINES ENTERPRISES, INC.

ATTEST

Secretary

Signed, sealed and delivered in the presence of:

Sarahthy J. Inaive
Mary J. Davis

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, per-
sonally appeared D. T. LARABEE

well known to me to be the

President and

HAINES ENTERPRISES, INC.,
and that they specially acknowledged executing the same in the presence of two subscribing witnesses truly and lawfully, vested authority duly sworn
in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.
WITNESS my hand and official seal in the County and State last aforesaid this 8th day of October A.D. 1973

Sarahthy J. Inaive
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COM. EXPIRES AUG. 13, 1974
BONDED THROUGH FRED W. DIESTELHORST

RECORDED AND RETURNED
CLERK CIRCUIT COURT
LAKE COUNTY FLA

JUL 6 1 57 PM '73

EXHIBIT U. B.

WATER TARIFF

CRYSTAL RIVER UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL SHEET NO. 1.0

WATER TARIFF

CRYSTAL RIVER UTILITIES, INC.
NAME OF COMPANY

P.O. BOX 520247

LONGWOOD, FLORIDA 32752-0247

(ADDRESS OF COMPANY)

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

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 2.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing	N/A
Description of Territory Served	3.0-3.1
Index of	
Rates and Charges Schedules	16.0
Rules and Regulations	6.0
Service Availability Policy	27.0
Standard Forms	21.0
Technical Terms and Abbreviations	5.0-5.1

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 130-W

COUNTY - LAKE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number
5698

Date Issued
4/5/73

Docket Number
C-73145-W

Filing Type
ORIGINAL

(Continued to Sheet No. 3.1)

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 3.1

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 4.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

MISCELLANEOUS

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 5.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 5.1

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all 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.

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 6.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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

(Continued to Sheet No. 7.0)

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 7.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

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

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 8.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.
- The Company shall provide water service to all customers requiring such service within its certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

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

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 10.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

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

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

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

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

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

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

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

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

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

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

SECOND REVISED SHEET NO. 11.0

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 11.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 10.0)

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

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEETS NO. 12.0 THRU 15.0

NAME - CRYSTAL RIVER UTILITIES, INC.,

WATER TARIFF

FOR FUTURE USE

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 16.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	20.0
General Service, GS	17.0
Residential Service, RS.....	18.0
Meter Test Deposit	20.1
Miscellaneous Service Charges	19.0
Service Availability Fees and Charges	28.0

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 17.0

COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company

APPLICABILITY - To any customer for which no other schedule applies.

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

Residential Service

RATE -

Recommended

Meter Service

5/8" x 3/4"

\$8.62

Full 3/4"

\$12.93

1"

\$21.55

1 1/2"

\$43.10

2"

\$68.96

3"

\$137.92

4"

\$215.50

6"

\$413.00

\$1.38

Gallonage Charge per 1,000 Gallons

MINIMUM CHARGE - \$8.62 PER MONTH

TERMS OF PAYMENT -

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

Effective date: September 5, 1987

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 18.0

COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company

APPLICABILITY - For water service for all purposed in private residences and individually meiered apartment units.

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

RATE -

Residential Service

<u>Meter Service</u>	<u>Recommended</u>
5/8" x 3/4"	\$8.62
Full 3/4"	\$12.93
1"	\$21.55
1 1/2"	\$43.10
2"	\$68.96
3"	\$137.92
4"	\$215.50
6"	\$413.00
Gallorage Charge per 1,000 Gallons	\$1.38

MINIMUM CHARGE - \$8.62 PER MONTH

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

Effective date: September 5, 1987

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

	Normal	After Hours
Initial Connection Fee	\$ <u>10.0</u>	<u>12.00</u>
Normal Reconnection Fee	\$ <u>15.0</u>	<u>20.00</u>
Violation Reconnection Fee	\$ <u>20.0</u>	<u>25.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>15.0</u>	<u>N/A</u>

EFFECTIVE DATE -

TYPE OF FILING - TRANSFER

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$20.00</u>	<u> </u>
1"	<u> </u>	<u> </u>
1 1/2"	<u> </u>	<u> </u>
Over 2"	<u> </u>	<u> </u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customers account during the month of MARCH each year.

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

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

EFFECTIVE DATE -

TYPE OF FILING - TRANSFER

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 20.1

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

METER TEST DEPOSITS

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - TRANSFER

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	24.0
APPLICATION FOR WATER SERVICE	23.0
COPY OF CUSTOMER'S BILL	25.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	22.0

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

Sample Application Form

Name _____

Telephone Number _____

Billing Address _____

City

State

Zip

Service Address _____

City

State Zip

Date service should begin _____

Service requested:

Water ____ Wastewater ____ Both ____

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

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

Signature _____

Date _____

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 24.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 25.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 26.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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

Sheet Number

28.0
27.0

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 27.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 28.0

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

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

DESCRIPTION

AMOUNT

Back-Flow Preventor Installation Fee

5/8" x 3/4"
1"
1 1/2"
2"
Over 2"

\$
\$
\$
\$
Actual Cost [1]

Customer Connection (Tap-in) Charge

5/8" x 3/4" metered service
1" metered service
1 1/2" metered service
2" metered service
Over 2" metered service

\$
\$
\$
\$
Actual Cost [1]

Guaranteed Revenue Charge

With Prepayment of Service Availability Charges:
Residential-per ERC/month (_ GPD)
All others-per gallon/month
Without Prepayment of Service Availability Charges:
Residential-per ERC/month (_ GPD)
All others-per gallon/month

\$
\$
\$
\$
Actual Cost [1]

Inspection Fee

\$300.00
\$

Main Extension Charge

Residential-per ERC (_ GPD)
All others-per gallon
or
Residential-per lot (_ foot frontage)
All others-per front foot

\$
\$

Meter Installation Fee

5/8" x 3/4"
1"
1 1/2"
2"
Over 2"

\$100.00
\$AT COST
\$AT COST
\$AT COST
Actual Cost [1]
Actual Cost [1]

Plan Review Charge

\$600.00
\$

Plant Capacity Charge

Residential-per ERC (_ GPD)
All others-per gallon

\$
\$

System Capacity Charge

Residential-per ERC (_ GPD)
All others-per gallon

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

EFFECTIVE DATE -

TYPE OF FILING - TRANSFER

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

State of Florida

Commissioners:

KATIE NICHOLS, CHAIRMAN
GERALD L. (JERRY) GUNTER
JOHN T. HERNDON
JOHN R. MARKS, III
MICHAEL McK. WILSON



CHARLES H. HILL
Director
Water and Sewer Department
(904) 488-8482

Public Service Commission

September 29, 1987

Mr. Bob Gruno
Haines Creek Mobile Homesites Waterworks
Route 4, Box 769
Leesburg, Florida 32788

W.S. FILE NO. 87-158

Dear Mr. Gruno:

Docket No. 870008-WU, Order No. 18000 Application of Haines
Creek Mobile Homesites Waterworks for a Staff-Assisted Rate Case

Please find enclosed the following approved tariff sheets for Haines
Creek Mobile Homesites Waterworks.:

Water:	First Revised Sheet Nos. 2.0-15.0
	Original Sheet No. 15.1
	Second Revised Sheet No. 17.0
	Second Revised Sheet No. 18.0
	First Revised Sheet No. 28.0

Please incorporate these sheets into the approved tariffs on file at
the utility office. The rates reflected on these sheets are effective for
service rendered on or after September 5, 1987. Since this date occurs in the
middle of the month, the utility should wait until the following month before
implementing the newly approved rates.

The customer notice which you sent to the Commission has been approved
as revised. A copy is being returned to you with your tariffs. It should be
mailed to each customer with the initial billings at the increased rates.

If you have any questions, please contact me.

Sincerely,

Kathy Ryan
Regulatory Analyst

KR/ch(0590w)

Enclosures

cc: Division of Records and Reporting
Division of Legal Services (R. Jaeger)

October 1, 1987

TO: Customers of Haines Creek Mobile Sites Water Works

Dear Customers:

Due to the increased cost of operating the utility, the Public Service Commission has approved a new rate charge as a result of the staff-assisted rate case. The new charge is \$8.62 base and \$1.38 per \$1,000 gallons usage. The rate has a base charge. In this base amount, there is no gallonage allowance. Each customer is then charged a set amount for each 1,000 gallons of usage.

In the past from 1972-1986, I did not charge the base rate each month if no water was used, but I can no longer do that. The cost of everything has gone up in the past fourteen years.

Example: Base \$8.62. You use 2,000 gallons at \$1.38 is \$2.76. \$8.62 and \$2.76 is \$11.38. Your bill is \$11.38. You will be charged the base rate even if no water is used. If your meter reads between 2,000 gallons and 2,500 you will be billed for 3,000 gallons of usage. Between 2,500 to 3,000 gallons will be billed for 3,000 gallons of usage.

The utility has implemented the following miscellaneous service charges.

	<u>DURING BUSINESS HOURS</u>	<u>AFTER BUSINESS HOURS</u>
Initial Connection Charge	\$10.00	\$12.00
Normal Reconnection	15.00	20.00
Violation Reconnection	20.00	25.00
Premise Visit Charge	15.00	N/A

Initial Connection: This charge is to be levied for service initiation at a location where service did not exist previously.

Normal Reconnection: This charge is to be levied for transfer of service to a new customer account at the same location.

Violation Reconnection: This charge is to be levied subsequent to disconnection of service for cause 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 non payment of a due and collectible bill and does not discontinue service because the customer pays.

Terms of Payment: Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After (5) days notice, service may then be discontinued.

The new rate will be charged beginning with the October, 1987 usage.

Thank you,

Bob Gruno

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

WATER TARIFF

Table of Contents

	Sheet Number
Territory Served	3.0
Miscellaneous	4.0
Technical Terms and Abbreviations	5.0
Index of Rules and Regulations	6.0 - 7.0
Rules and Regulations	8.0 - 15.1
Index of Rate Schedules	16.0
Rate Schedules	17.0 - 20.0
Index of Standard Forms	21.0
Standard Forms	23.0 - 25.0
Index of Service Availability.....	26.0
Service Availability Policy.....	27.0 - 28.0
Contracts and Agreements	There are no contracts at the date of original issue or (Submit Contracts)

Bob D. Gruno, Owner

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

TERRITORY SERVED

Please refer to description of territory served as filed in Docket
Number _____, Order Number _____, issued _____.

(Date)

Bob D. Gruno, Owner

FIRST REVISED SHEET NO. 4.0
ORIGINAL SHEET NO. 4.0

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

MISCELLANEOUS

Bob D. Gruno, Owner

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" -
- 2.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 3.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 4.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing water for any purpose ordinarily located on the customer's side of "Point of Delivery", whether such installation is owned by customer, or used by consumer under lease or otherwise.
- 5.0 "POINT OF DELIVERY" - The point where the Company's pipes or meters are connected with pipes of the customer.
- 6.0 "MAIN" - Shall refer to a pipe, conduit, or other facility installed to convey water service to individual service lines or to other mains.
- 7.0 "SERVICE LINES" - The pipes of the Company which are connected from the mains to point of Delivery.
- 8.0 "RATE SCHEDULE" - Refers to rates or charges for the particular classification of service.
- 9.0 "COMMISSION" - Refers to Florida Public Service Commission.
- 10.0 "CERTIFICATE" - Means the Water Certificate issued to the Company by the Commission.
- 11.0 "CUSTOMER" - Means the person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.

Bob D. Gruno, Owner

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

INDEX OF RULES AND REGULATIONS

<u>Rule Number</u>		<u>Sheet Number</u>
1.0	Policy Dispute	8.0
2.0	General Information	8.0
3.0	Signed Application Necessary	8.0
4.0	Applications by Agents	8.0
5.0	Withholding Service	9.0
6.0	Extensions	9.0
7.0	Limitation of Use	9.0
8.0	Continuity of Service	10.0
9.0	Type and Maintenance	10.0
10.0	Change of Customer's Installation	10.0
11.0	Inspection of Customer's Installation	10.0
12.0	Protection of Company's Property	11.0
13.0	Access to Premises	11.0
14.0	Right of Way or Easements	11.0
15.0	Billing Periods	11.0
16.0	Delinquent Bills	11.0
17.0	Payment of Water and Sewer Service Bills Concurrently	12.0
18.0	Tax Clause	12.0
19.0	Change of Occupancy	13.0
20.0	Unauthorized Connections - Water	

(Continued to Sheet No. 7.0)

Bob D. Gruno, Owner

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

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

(Continued from Sheet No. 6.0)

<u>Rule Number</u>	<u>Sheet Number</u>
21.0 Meters	13.0
22.0 All Water Through Meter	13.0
23.0 Adjustment of Bills	13.0
24.0 Customer Deposit	13.0
25.0 Request for Meter Test by Customer	14.0
26.0 Adjustment of Bills for Meter Error	15.0
27.0 Filing of Contracts	15.1
28.0 Miscellaneous Service Charges.....	15.1

Bob D. Gruno, Owner

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

RULES AND REGULATIONS

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

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

In the event that a portion of these Rules and Regulations 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.

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

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

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others, shall be rendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Company and an agent of the principal. The use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between agent and the Company and under which such water service is rendered.

Bob D. Gruno, Owner

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

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

→ Service may also be discontinued for any violation by the customer or consumer of any rule or regulation set forth in this tariff.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with the Rules/Orders/Tariff issued by the Commission.

7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the Company. Water service furnished to the customer shall be rendered directly to the customer through Company's individual meter and may not be remetered by the customer for the purpose of selling 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 for 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, customer's water service is subject to discontinuance until such unauthorized extension, remetering, sale or disposition is discontinued and full payment is made of bills for water service, calculated on proper classification and rate schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing, and inspections.

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

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

(Continued from Sheet No. 9.0)

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 for any period greater than one hour, all customers affected by said interruption or discontinuance shall be given not less than 24 hours notice.

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

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

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

The Company reserves the right to inspect 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.

(Continued to Sheet No. 11.0)

Bob D. Gruno, Owner

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

(Continued from Sheet No. 10.0)

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining and inspecting or removing Company's property, and other purposes incident to performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for 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 sewer service.
- 15.0 BILLING PERIODS - Bills for sewer service will be rendered (Monthly, ~~Quarterly~~) ~~Quarterly~~ bills are due when rendered and shall be considered as received by customer when delivered or mailed to sewer service address or some other place mutually agreed upon.

Non-receipt of bills by customer shall not release or diminish obligation of customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent, and sewer service may then, after five (5) days written notice be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge established on the basis of the expenses incurred in the reconnection and restoration of service which shall be non-discriminatory in its application. There shall be no liability of any kind against the Company by reason of discontinuance of sewer service to the consumer for failure of the consumer to pay the bills on time.

No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company, or by order of the Commission.

- 17.0 PAYMENT OF SEWER AND WATER SERVICE BILLS CONCURRENTLY - When both sewer and water service are provided by the Company, payment of any sewer service bill rendered by the Company to a sewer service consumer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. If the charges for sewer service are not so paid, the Company may discontinue both sewer service and water service to the consumer's premises for non-payment of the sewer service charges or if the

(Continued to Sheet No. 12.0)

Bob D. Gruno, Owner

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

(Continued from Sheet No. 11.0)

without the simultaneous or concurrent payment of any sewer service bill rendered by the Company. If the charges for water service are not so paid, the Company may discontinue both sewer service and water service to the customer's premises for non-payment of the water service charges or if the charges for sewer service are not so paid the Company may discontinue both water service and sewer service to the customer's premises for non-payment of the sewer service charge. The Company shall not reestablish or reconnect sewer service and water service or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these Rules and Regulations are paid.

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

This charge must be approved by the Commission before being incorporated in the customer's bills.

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

For the convenience of its customers, the Company will accept telephone orders to discontinue or transfer water service and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

(Continued from Sheet No. 12.0)

- 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. Unauthorized connections render the service subject to immediate discontinuance without notice and water service will not be restored until such unauthorized connections have been removed and unless settlement is made in full or 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 and when the Company considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices.
- 22.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 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.
- 24.0 CUSTOMER DEPOSIT - ESTABLISHMENT OF CREDIT - Before rendering 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 utilities rules for prompt payment. Credit will be deemed so established 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. The amount of initial deposit shall be the following according to meter size:
- | | <u>Residential</u> | <u>General Service</u> |
|-------------|--------------------|------------------------|
| 5/8" x 3/4" | _____ | _____ |
| 1" | _____ | _____ |
| 1 1/2" | _____ | _____ |
| 2" | _____ | _____ |

The Company may require, upon reasonable written notice of not less than 30 days, such request or notice being separate and apart from any bill for service, a new deposit, where

Bob D. Gruno, Owner

(Continued to Sheet No. 14.0)

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

(Continued from Sheet No. 13.0)

previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average actual charge for water and/or sewer 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, then the utility shall base its new or additional deposit upon the average actual monthly billing available.

The Company will pay interest on customer deposits at the rate of 8% per annum. The payment of interest will be made once each year as a credit on regular bills, and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6) months of continuous service, then interest will be paid from the date of the commencement of service. The Company will pay or credit accrued interest to the customers account during the month of _____ each year.

After a residential customer has established a satisfactory payment record and has had continuous service for a period of 25 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 utility), (b) paid with a check refused by a bank, (c) been disconnected for non-payment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. The company may hold the deposit of non residential customers after the establishment of the 25 month satisfactory payment record, but shall pay interest at 9% per annum after such establishment. Nothing in the rule shall prohibit the Company from refunding a deposit in less than 25 months.

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

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

(Continued to Sheet No. 15.0)

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

(Continued from Sheet No. 14.0)

If the meter is found to register in excess of the accuracy limits prescribed by the Commission, the deposit will be refunded; but if below such accuracy limit, the deposit will be retained by the Company as a service charge for conducting the test. Further, upon written request of any customer, the Company shall without charge, make a field test of the accuracy of the water meter in use at customer's premises provided that the meter has not been tested within the past six (6) months.

- 26.0 ADJUSTMENT OF BILLS FOR METER ERROR - In meter tests made by the Commission or by the Company, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows.

FAST METERS - Whenever a meter tested is found to register fast in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the utility shall refund to the customer the amount billed in error for one-half the period since the last test; said one-half period not to exceed six (6) months except that if it can be shown that the error was due to some cause, the date of which can be fixed. The overcharge shall be computed back to but not beyond such date. The refund shall not include any part of any minimum charge.

METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the use of any customer every water meter, whether new, repaired or removed from service for any cause, shall be adjusted to register within the accuracy limits set forth in the following table:

<u>ACCURACY LIMITS IN PERCENT</u>				
<u>METER TYPE</u>	<u>Maximum Rate</u>	<u>Intermediate Rate</u>	<u>New</u>	<u>Repaired</u>
Displacement	98.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97 -103	97 -103	95-103	90-103
Compound*	97 -103	97 -103	95-103	90-103

*The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be 85%.

(Continued to Sheet No. 16.0)

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

(Continued from Sheet No. 15.0)

27.0 The Company shall file with the Commission copies of all Guaranteed Revenue Contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.

28.0 MISCELLANEOUS SERVICE CHARGES - The company may charge the following miscellaneous service charges in accordance with the terms also stated below. If both water and sewer 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 the same location or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge would be levied subsequent to disconnection of service for cause 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.

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection	\$ 10.00	\$ 12.00
Normal Reconnection	15.00	20.00
Violation Reconnection	20.00	25.00
Premises Visit (in lieu of disconnection)	15.00	N/A
N/A - Not Applicable		

Bob D. Gruno, Owner

NAME OF COMPANY Haines Creek Mobile Home Site Waterworks

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - To any customer for which no other schedule applies.

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

RATE -

General Service

<u>Meter Size</u>	<u>Recommended</u>
5/8" x 3/4"	\$ 8.62
Full 3/4"	\$ 12.93
1"	\$ 21.55
1 1/2"	\$ 43.10
2"	\$ 68.96
3"	\$ 137.92
4"	\$ 215.50
6"	\$ 413.00
Gallonge Charge Per 1,000 gallons	\$ 1.38

MINIMUM CHARGE - \$8.62 PER - Month

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

Effective Date: September 5, 1987

Bob D. Gruno, Owner

Second Revised Sheet No. 18.0
Cancels First Sheet No. 18.0

NAME OF COMPANY Haines Creek Mobile Home Site Waterworks

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.

RATE -

Residential Service

<u>Meter Size</u>	<u>Recommended</u>
5/8" x 3/4"	\$ 8.62
Full 3/4"	\$ 12.93
1"	\$ 21.55
1 1/2"	\$ 43.10
2"	\$ 68.96
3"	\$ 137.92
4"	\$ 215.50
6"	\$ 413.00
Gallage Charge Per 1,000 gallons	\$ 1.38

MINIMUM CHARGE - \$8.62 PER - Month

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

Effective Date: September 5, 1987

Bob D. Gruno, Owner

FIRST REVISED SHEET NO. 28.0
CANCELS ORIGINAL SHEET NO. 28.0

NAME OF COMPANY Haines Creek Mobile Homesites Waterworks

<u>DESCRIPTION</u>	<u>SCHEDULE OF FEES AND CHARGES</u>		<u>SHEET NUMBER</u>
	<u>WATER</u>	<u>AMOUNT</u>	
Meter Installation Fee			
5/8" x 3/4"		\$90.00	27.00
1"		Actual Cost	
1 1/2"		Actual Cost	
2"		Actual Cost	
Over 2"		Actual Cost	

NOTE: A customer may install their own meter, in which case a meter installation fee would not be charged.

Effective Date: September 5, 1987

Bob D. Gruno, Owner

WATER TARIFF

(NAME OF COMPANY)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

(NAME OF COMPANY)

WATER TARIFF

(NAME OF COMPANY)

(ADDRESS OF COMPANY)

(BUSINESS & EMERGENCY TELEPHONE NUMBERS)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

(Locust Avenue)

NAME OF COMPANY

Haines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 2.0

WATER-TARIFF

TABLE OF CONTENTS

	<u>SHEET NUMBER</u>
TERRITORY SERVED	3.0
MISCELLANEOUS.	4.0
TECHNICAL TERMS AND ABBREVIATIONS.	5.0
INDEX OF RULES AND REGULATIONS	6.0 - 7.0
RULES AND REGULATIONS	8.0 - 15.0
INDEX OF RATE SCHEDULES.	16.0
RATE SCHEDULES	17.0 - 20.0
INDEX OF STANDARD FORMS.	21.0
STANDARD FORMS	22.0 - 26.0
CONTRACTS AND AGREEMENTS	THERE ARE NO CONTRACTS AT THE DATE OF ORIGINAL ISSUE. OR (SUBMIT CONTRACTS)

NAME OF COMPANY

Weinert Creek Mobile Home Sites Waterworks

ORIGINAL SHEET NO. 3.0

TERRITORY SERVED

PLEASE REFER TO DESCRIPTION OF TERRITORY SERVED AS FILED IN DOCKET
NUMBER WS-_____, ORDER NUMBER_____, ISSUED

(DATE)

John J. Quinn, Owner

NAME OF COMPANY

ORIGINAL SHEET No. 4.0

MISCELLANEOUS

TECHNICAL TERMS AND ABBREVIATIONS

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

INDEX OF RULES AND REGULATIONS.

<u>RULE NUMBER</u>		<u>SHEET NUMBER</u>
1.0	POLICY DISPUTE.	8.0
2.0	GENERAL INFORMATION	8.0
3.0	SIGNED APPLICATION NECESSARY.	8.0
4.0	APPLICATIONS BY AGENTS.	8.0
5.0	WITHHOLDING SERVICE	9.0
6.0	EXTENSIONS.	9.0
7.0	LIMITATION OF USE	9.0
8.0	CONTINUITY OF SERVICE	10.0
9.0	TYPE AND MAINTENANCE.	10.0
10.0	CHANGE OF CUSTOMER'S INSTALLATION	10.0
11.0	INSPECTION OF CUSTOMER'S INSTALLATION	10.0
12.0	PROTECTION OF COMPANY'S PROPERTY.	11.0
13.0	ACCESS TO PREMISES.	11.0
14.0	RIGHT OF WAY OR EASEMENTS	11.0
15.0	BILLING PERIODS	11.0
16.0	DELINQUENT BILLS.	11.0
17.0	PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY.	11.0
18.0	TEMPORARY DISCONTINUANCE OF SERVICE	12.0
19.0	TAX CLAUSE.	12.0
20.0	CHANGE OF OCCUPANCY	12.0
21.0	UNAUTHORIZED CONNECTIONS - WATER.	13.0

(CONTINUED TO SHEET No. 7.0)

NAME OF COMPANY
Kaines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 7.0

(CONTINUED FROM SHEET No. 6.0)

SHEET NUMBER

RULE NUMBER

22.0	METERS.	13.0
23.0	ALL WATER THROUGH METER	13.0
24.0	ADJUSTMENT OF BILLS	13.0
25.0	CUSTOMER DEPOSIT.	13.0
26.0	REQUEST FOR METER TEST BY CUSTOMER.	14.0
27.0	ADJUSTMENT OF BILLS FOR METER ERROR	14.0
28.0	FILING OF CONTRACTS	15.0

Vol 7, Series, Owner

NAME OF COMPANY

Waines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 8.0

RULES AND REGULATIONS

1.0

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

2.0

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

IN THE EVENT THAT A PORTION OF THESE RULES AND REGULATIONS IS DECLARED UNCONSTITUTIONAL OR VOID FOR ANY REASON BY ANY COURT OF COMPETENT JURISDICTION, SUCH DECISION SHALL IN NO WAY AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE RULES AND REGULATIONS FOR WATER SERVICE UNLESS SUCH COURT ORDER OR DECISION SHALL SO DIRECT.

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

3.0

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

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

4.0

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

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

(CONTINUED TO SHEET No. 10.0)

NAME OF COMPANY

Haines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 10.0

(CONTINUED FROM SHEET No. 9.0)

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

9.0

TYPE AND MAINTENANCE - THE CUSTOMER'S PIPES, APPARTUS AND EQUIPMENT SHALL BE SELECTED, INSTALLED, USED AND MAINTAINED IN ACCORDANCE WITH THE STANDARD PRACTICE, CONFORMING WITH THE RULES AND REGULATIONS OF THE COMPANY, AND IN FULL COMPLIANCE WITH ALL LAWS AND GOVERNMENTAL REGULATIONS APPLICABLE TO SAME. THE COMPANY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THE CUSTOMER'S PIPES AND FACILITIES. THE CUSTOMER EXPRESSLY AGREES NOT TO UTILIZE ANY APPLIANCE OR DEVICE WHICH IS NOT PROPERLY CONSTRUCTED, CONTROLLED AND PROTECTED, OR WHICH MAY ADVERSELY AFFECT THE WATER SERVICE; AND THE COMPANY RESERVES THE RIGHT TO DISCONTINUE OR WITHHOLD WATER SERVICE TO SUCH APPARTUS OR DEVICE.

10.0

CHANGE OF CUSTOMER'S INSTALLATION - NO CHANGES OR INCREASES IN CUSTOMER'S INSTALLATION, WHICH WILL MATERIALLY AFFECT THE PROPER OPERATION OF THE PIPES, MAINS, OR STATIONS OF THE COMPANY SHALL BE MADE WITHOUT WRITTEN CONSENT OF THE COMPANY. THE CUSTOMER WILL BE LIABLE FOR ANY CHANGE RESULTING FROM A VIOLATION OF THIS RULE.

11.0

INSPECTION OF CUSTOMER'S INSTALLATION - ALL CUSTOMER'S WATER SERVICE INSTALLATIONS OR CHANGES SHALL BE INSPECTED UPON COMPLETION BY COMPETENT AUTHORITY TO INSURE THAT CUSTOMER'S PIPING, EQUIPMENT, AND DEVICES HAVE BEEN INSTALLED IN ACCORDANCE WITH ACCEPTED STANDARD PRACTICE AND SUCH LOCAL GOVERNMENTAL OR OTHER RULES AS MAY BE IN EFFECT. WHERE MUNICIPAL OR OTHER GOVERNMENTAL INSPECTION IS REQUIRED BY LOCAL RULES OR ORDINANCES, THE COMPANY CANNOT RENDER WATER SERVICE UNTIL SUCH INSPECTION HAS BEEN MADE AND A FORMAL NOTICE OF APPROVAL FROM THE INSPECTING AUTHORITY HAS BEEN RECEIVED BY THE COMPANY.

THE COMPANY RESERVES THE RIGHT TO INSPECT CUSTOMER'S INSTALLATION PRIOR TO RENDERING WATER SERVICE AND FROM TIME TO TIME THEREAFTER, BUT ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY PORTION THEREOF.

12.0

PROTECTION OF COMPANY'S PROPERTY - THE CUSTOMER SHALL EXERCISE REASONABLE DILIGENCE TO PROTECT THE COMPANY'S PROPERTY ON THE CUSTOMER'S PREMISES, AND SHALL KNOWINGLY PERMIT NO ONE BUT THE COMPANY'S AGENTS, OR PERSONS AUTHORIZED BY LAW, TO HAVE ACCESS TO THE COMPANY'S PIPES AND APPARATUS.

(CONTINUED T SHEET No. 11.0)

John D. Crump, Owner

(CONTINUED FROM SHEET No. 10.0)

IN THE EVENT OF ANY LOSS, OR DAMAGE TO PROPERTY OF THE COMPANY CAUSED BY OR ARISING OUT OF CARELESSNESS, 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 AND INSPECTING OR REMOVING COMPANY'S PROPERTY, READING METERS, AND OTHER PURPOSES INCIDENT TO PERFORMANCE UNDER OR TERMINATION OF THE COMPANY'S AGREEMENT WITH THE CUSTOMER AND IN SUCH PERFORMANCE SHALL NOT BE LIABLE FOR TREASPASS.

14.0 RIGHT OF WAY OR EASEMENTS - THE CUSTOMER SHALL GRANT OR CAUSE TO BE GRANTED TO THE COMPANY AND WITHOUT COST TO THE COMPANY ALL RIGHTS, EASEMENTS, PERMITS, AND PRIVILEGES WHICH ARE NECESSARY FOR THE RENDERING OF WATER SERVICE.

15.0 BILLING PERIODS - BILLS FOR WATER SERVICE WILL BE RENDERED (MONTHLY, BIMONTHLY, QUARTERLY). BILLS ARE DUE WHEN RENDERED AND SHALL BE CONSIDERED AS RECEIVED BY CUSTOMER WHEN DELIVERED OR MAILED TO WATER SERVICE ADDRESS OR SOME OTHER PLACE MUTUALLY AGREED UPON.

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

16.0 DELINQUENT BILLS - BILLS ARE DUE WHEN RENDERED, AND IF NOT PAID WITHIN Ten (10) DAYS THEREAFTER BECOME DELINQUENT, AND WATER SERVICE MAY THEN, AFTER FIVE (5) DAYS WRITTEN NOTICE, BE DISCONTINUED. SERVICE WILL BE RESUMED ONLY UPON PAYMENT OF ALL PAST-DUE BILLS AND PENALTIES, TOGETHER WITH A RECONNECT CHARGE OF \$ 5.00, WHEN PERFORMED DURING REGULAR WORKING HOURS. AFTER REGULAR WORKING HOURS THE RECONNECTION CHARGE WILL BE \$ 10.00. THERE SHALL BE NO LIABILITY OF ANY KIND AGAINST THE COMPANY BY REASON OF DISCONTINUANCE OF WATER SERVICE TO THE CUSTOMER FOR FAILURE OF THE CUSTOMER TO PAY THE BILLS ON TIME.

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

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

(CONTINUED TO SHEET No. 12.0)

(CONTINUED FROM SHEET No. 11.0)

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

- 18.0 TEMPORARY DISCONTINUANCE OF SERVICE - AT ANY TIME THAT WATER SERVICE IS NOT BEING FURNISHED TO THE PREMISES, AS CONFIRMED BY THE COMPANY FURNISHING SAID WATER SERVICE, UPON APPLICATION TO THE COMPANY BY THE CUSTOMER FOR A TEMPORARY SHUTOFF OF AT LEAST 60 DAYS DURATION, BILLING FOR WATER SERVICE TO THE PREMISES WILL BE SUSPENDED FOR THE NUMBER OF WHOLE MONTHS THAT WATER SERVICE IS DISCONTINUED TO THE PREMISES.

THE COMPANY MAY CHARGE A STAND-BY FEE OF UP TO 50% OF THE MINIMUM BILL FOR EACH BILLING PERIOD DURING WHICH PERIOD SERVICE IS DISCONTINUED.

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

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

(CONTINUED TO SHEET No. 13.0)

(CONTINUED FROM SHEET No. 12.0)

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

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

21.0 UNAUTHORIZED CONNECTIONS - WATER - CONNECTIONS TO THE COMPANY'S WATER SYSTEM FOR ANY PURPOSE WHATSOEVER ARE TO BE MADE ONLY BY EMPLOYEES OF THE COMPANY. UNAUTHORIZED CONNECTIONS RENDER THE SERVICE SUBJECT TO IMMEDIATE DISCONTINUANCE WITHOUT NOTICE AND WATER SERVICE WILL NOT BE RESTORED UNTIL SUCH UNAUTHORIZED CONNECTIONS HAVE BEEN REMOVED AND UNLESS SETTLEMENT IS MADE IN FULL FOR ALL WATER SERVICE ESTIMATED BY THE COMPANY TO HAVE BEEN USED BY REASON OF SUCH UNAUTHORIZED CONNECTION.

22.0 METERS - ALL WATER METERS SHALL BE FURNISHED BY AND REMAIN THE PROPERTY OF THE COMPANY AND SHALL BE ACCESSIBLE AND SUBJECT TO ITS CONTROL. THE CUSTOMER SHALL PROVIDE METER SPACE TO THE COMPANY AT A SUITABLE AND READILY ACCESSIBLE LOCATION AND WHEN THE COMPANY CONSIDERS IT ADVISABLE, WITHIN THE PREMISES TO BE SERVED, ADEQUATE AND PROPER SPACE FOR THE INSTALLATION OF METERS AND OTHER SIMILAR DEVICES.

23.0 ALL WATER THROUGH METER - THAT PORTION OF THE CUSTOMER'S INSTALLATION FOR WATER SERVICE SHALL BE SO ARRANGED THAT ALL WATER SERVICE SHALL PASS THROUGH THE METER. NO TEMPORARY PIPES, NIPPLES, OR SPACES ARE PERMITTED AND UNDER NO CIRCUMSTANCES ARE CONNECTIONS ALLOWED WHICH MAY PERMIT WATER TO BY-PASS THE METER OR METERING EQUIPMENT.

24.0 ADJUSTMENT OF BILLS - WHEN A CUSTOMER HAS BEEN OVERCHARGED OR UNDERCHARGED AS A RESULT OF INCORRECT APPLICATION OF THE RATE SCHEDULES, INCORRECT READING OF THE METER, INCORRECT CONNECTION OF THE METER, OR OTHER SIMILAR REASONS, THE AMOUNT MAY BE CREDITED OR BILLED TO THE CUSTOMER AS THE CASE MAY BE.

25.0 CUSTOMER DEPOSIT - BEFORE RENDERING SERVICE, THE COMPANY WILL REQUIRE A DEPOSIT OR GUARANTEE SATISFACTORY TO THE COMPANY TO SECURE THE PAYMENT OF BILLS; AND THE COMPANY

(CONTINUED TO SHEET No. 14.0)

NAME OF COMPANY

Trines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 14.0

(CONTINUED FROM SHEET No. 13.0)

SHALL GIVE THE CUSTOMERS A NON-NEGOTIABLE AND NON-TRANSFERABLE DEPOSIT RECEIPT. THE AMOUNT OF SUCH DEPOSIT SHALL BE \$ 20.00 OR AN AMOUNT NECESSARY TO COVER MINIMUM CHARGES FOR SERVICE FOR THREE (3) BILLING PERIODS, WHICH EVER IS GREATER.

THE COMPANY WILL PAY INTEREST ON CUSTOMERS DEPOSIT AT THE RATE OF 5 PERCENT PER ANNUM. THE PAYMENT OF INTEREST WILL BE MADE ONCE EACH YEAR AS A CREDIT ON REGULAR BILLS, AND ON FINAL BILLS WHEN SERVICE IS DISCONTINUED. NO CUSTOMER DEPOSITOR WILL RECEIVE INTEREST ON HIS DEPOSIT UNTIL AT LEAST SIX (6) MONTHS CONTINUOUS SERVICE, THEN INTEREST WILL BE PAID FROM THE DATE OF THE COMMENCEMENT OF SERVICE.

THE COMPANY WILL PAY OR CREDIT ACCRUED INTEREST TO THE CUSTOMERS ACCOUNT DURING THE MONTH OF NOV 71 EACH YEAR.

UPON FINAL SETTLEMENT OF CUSTOMER'S ACCOUNT, ANY UNUSED BALANCE OF THE DEPOSIT WILL BE REFUNDED. REFUND IS CONTINGENT UPON SURRENDER TO THE COMPANY OF THE APPLICABLE DEPOSIT RECEIPT OR, WHEN THE RECEIPT CANNOT BE PRODUCED, UPON ADEQUATE IDENTIFICATION.

26.0

REQUEST FOR METER TEST BY CUSTOMER SHOULD ANY CUSTOMER REQUEST A BENCH TEST OF HIS WATER METER, THE COMPANY WILL REQUIRE A DEPOSIT TO DEFRAY COST OF TESTING SUCH DEPOSIT NOT TO EXCEED THE FOLLOWING SCHEDULE OF FEES:

METER SIZE

5/8" AND 3/4"
1" AND 1 1/2"
2" AND ABOVE

FEE

\$ 7.50
\$10.00
\$15.00

IF THE METER IS FOUND TO REGISTER IN EXCESS OF THE ACCURACY LIMITS PRESCRIBED BY THE COMMISSION THE DEPOSIT WILL BE REFUNDED; BUT IF BELOW SUCH ACCURACY LIMIT, THE DEPOSIT WILL BE RETAINED BY THE COMPANY AS A SERVICE CHARGE FOR CONDUCTING THE TEST.

FURTHER, UPON WRITTEN REQUEST OF ANY CUSTOMER, THE COMPANY SHALL, WITHOUT CHARGE, MAKE A FIELD TEST OF THE ACCURACY OF THE WATER METER IN USE AT CUSTOMER'S PREMISES PROVIDED THAT THE METER HAS NOT BEEN TESTED WITHIN THE PAST SIX (6) MONTHS.

27.0

ADJUSTMENT OF BILLS FOR METER ERROR - IN METER TESTS MADE BY THE COMMISSION OR BY THE COMPANY, THE ACCURACY OF

(CONTINUED TO SHEET No. 15.0)

NAME OF COMPANY

Haines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 15.0

(CONTINUED FROM SHEET No. 14.0)

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

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

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

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

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

28.0

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

NAME OF COMPANY

Haines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 16.0

INDEX OF RATE SCHEDULES

SHEET NUMBER

GENERAL SERVICE, GS.	18.0
RESIDENTIAL SERVICE, RS.	19.0
FIRE HYDRANTS.	20.0
TAPPING FEES	21.0

NAME OF COMPANY

Business Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 17.0

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - AVAILABLE THROUGHOUT THE AREA SERVED BY THE COMPANY.

APPLICABILITY - TO ANY CUSTOMER FOR WHICH NO OTHER SCHEDULE APPLIES.

LIMITATIONS - SUBJECT TO ALL OF THE RULES AND REGULATIONS OF THIS TARIFF AND GENERAL RULES AND REGULATIONS OF THE COMMISSION.

RATE -
First 5,000 gallons \$7.00
All over 5,000 gallons25 per 1,000

MINIMUM CHARGE - \$7.00 PER MONTH

TERMS OF PAYMENT - BILLS ARE DUE AND PAYABLE WHEN RENDERED AND BECOME DELINQUENT IF NOT PAID WITHIN ~~TEN~~ (10) DAYS. AFTER FIVE (5) DAYS WRITTEN NOTICE, SERVICE MAY THEN BE DISCONTINUED.

John D. Grano, owner

NAME OF COMPANY

Haines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 18.0

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.

RATE -

First 5,000 gallons.....\$7.00
All over 5,000 gallons.....25 per 1,000

MINIMUM CHARGE - \$7.00 PER MONTH

TERMS OF PAYMENT - BILLS ARE DUE AND PAYABLE WHEN RENDERED AND BECOME DELINQUENT IF NOT PAID WITHIN ~~10~~ ¹⁵ DAYS. AFTER FIVE (5) DAYS WRITTEN NOTICE, SERVICE MAY THEN BE DISCONTINUED.

John D. Grune, Owner

Not Applicable

FIRE HYDRANTS

WATER

AVAILABILITY - AVAILABLE THROUGHOUT THE AREA SERVED BY THE COMPANY.

APPLICABILITY - TO FIRE HYDRANTS FURNISHING FIRE PROTECTION INSTALLED ON PUBLIC OR PRIVATE PROPERTY CONNECTED TO THE WATER MAINS OF THE COMPANY.

LIMITATIONS - SUBJECT TO ALL OF THE RULES AND REGULATIONS OF THIS TARIFF AND GENERAL RULES AND REGULATIONS OF THE COMMISSION.

RATE -

MINIMUM CHARGE -

TERMS OF PAYMENT -

NAME OF COMPANY

Haines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 20.0

SCHEDULE OF TAPPING FEES

WATER

AVAILABILITY - AVAILABLE THROUGHOUT THE AREA SERVED BY THE COMPANY.

APPLICABILITY - TO ALL CLASSIFICATIONS OF CUSTOMERS FOR THE INITIAL COMMENCEMENT OF SERVICE AT ANY GIVEN LOCATION.

RATE - (TAPPING FEE)

3/4" OR 5/8" TAP	_____
1" TAP	_____
1 1/1" TAP	_____
2" & OVER TAP	_____

TERMS OF PAYMENT -

Cash of \$75.00 , 30(thirty) days after meter is installed

NAME OF COMPANY

Haines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 21.0

INDEX OF STANDARD FORMS

	<u>SHEET NUMBER</u>
CONSUMER'S GUARANTEE DEPOSIT RECEIPT.	23.0
APPLICATION FOR WATER SERVICE	24.0
APPLICATION FOR METER INSTALLATION.	25.0
COPY OF CUSTOMER'S BILL	26.0
MAIN EXTENSION POLICY	27.0

NAME OF COMPANY
Maine Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 22.0

CONSUMER'S GUARANTEE DEPOSIT RECEIPT

_____ 19____

Received from _____ *Dollars*

\$ _____

— 2 —

NAME OF COMPANY

Haines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 23.0

APPLICATION FOR WATER SERVICE

NAME OF COMPANY

Haines Creek Mobile Home Sites Water works

ORIGINAL SHEET No. 24.0

APPLICATION FOR METER INSTALLATION.

APPLICATION FOR METER INSTALLATION
from
Haines Creek Mobile Home Sites
Waterworks

Date _____

Name _____

Address _____

City _____ state _____

Lot No. _____

Bob Gruno, Owner

" HEREBY APPLY TO THE HAINES CREEK MOBILE HOME SITES WATER WORKS FOR WATER SERVICE, ALL TO BE RENDERED IN ACCORDANCE WITH THE TERMS AND CONDITIONS APPEARING ON THIS PAPER.

BY _____

Relationship _____

Date _____

The applicant, whose signature appears above, hereinafter called the Customer, hereby makes application to Haines Creek Mobile Home Sites Water Works, hereinafter called the System, for service, and agrees to accept service, and to pay same as bills are rendered there fore, in accordance with applicable rates, rules and regulations now or hereafter in effect. When accepted by the System, as indicated by the commencement of service, this application, together with applicable rate schedules and rules and regulations of System now or hereafter in effect (all of which are consented to by the customer) shall constitute the sole and only contract between customer and System for the service herein applied for unless a special written agreement is executed. Rates schedules and rules and regulations are on file at the Systems office at the Gruno's Home, and are subject to inspection by appointment.

The applicant agrees to give to the System reasonable access to the Utility lines and meters for purpose of having same read, repaired, removed or serviced whenever the System may deem this necessary. If any shrubbery or lawn has to be disturbed the System is not liable for damage.

It is hereby understood that monies deposited with the System as security for the payment for services under the agreement shall be refunded to the Customer when the services have been discontinued and all obligations of the Customer under the agreement have been satisfied

NAME OF COMPANY

Haines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 25.0

COPY OF CUSTOMER'S BILL

Statement

**HAINES CREEK
MOBILE HOME SITES WATERWORKS**

Rt. 4, Box 769

Leesburg, Fla. 32748

Phone 343-3047

Date _____

M _____

Lot No. _____

Meter Reading _____

Previous Reading _____

Usage for _____
month

AMOUNT DUE THIS STATEMENT

\$ 21

Net: Payable by 10th of month.

Link Stationery & Printing Company, Mount Dora, Florida 32757 43308-2

Bob D. Gruno, Owner

NAME OF COMPANY

Maines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 25.0

COPY OF CUSTOMER'S BILL

Statement

**HAINES CREEK
MOBILE HOME SITES WATERWORKS**

Rt. 4, Box 769

Leesburg, Fla. 32748

Phone 343-3047

Date _____

M _____

Lot No. _____

Meter Reading _____

Previous Reading _____

Usage for _____
month

AMOUNT DUE THIS STATEMENT

\$ _____
21

Net: Payable by 10th of month.

Link Stationery & Printing Company, Mount Dora, Florida 32757 42208-2

Rob D. Gruno, Clerk

NAME OF COMPANY

ORIGINAL SHEET No. 26.0

MAIN EXTENSION POLICY

No Extensions to be made

NAME OF COMPANY

Haines Creek Mobile Home Sites Waterworks

ORIGINAL SHEET No. 24.0

APPLICATION FOR METER INSTALLATION.

APPLICATION FOR METER INSTALLATION
from
Haines Creek Mobile Home Sites
Waterworks

Date _____

Name _____

Address _____

City _____

state _____

Lot No. _____

Tom Bruno, Owner

I HEREBY APPLY TO MAINE'S CREEK MOBILE HOME SITES WATER WORKS FOR WATER SERVICE, ALL TO BE RENDERED IN ACCORDANCE WITH THE TERMS AND CONDITIONS APPEARING ON THIS PAPER.

BY _____

Relationship _____

Date _____

The applicant, whose signature appears above, hereinafter called the Customer, hereby makes application to Maine's Creek Mobile Home Sites Water Works, hereinafter called the System, for service, and agrees to accept service, and to pay same as bills are rendered therefor, in accordance with applicable rates, rules and regulations now or hereafter in effect. When accepted by the System, as indicated by the commencement of service, this application, together with applicable rate schedules and rules and regulations of System now or hereafter in effect (all of which are consented to by the customer) shall constitute the sole and only contract between customer and System for the service herein applied for unless a special written agreement is executed. Rates schedules and rules and regulations are on file at the Systems office at the Bruno's Home, and are subject to inspection by appointment.

The applicant agrees to give to the System reasonable access to the Utility lines and meters for purpose of having same read, repaired, removed or serviced whenever the System may deem this necessary. If any shrubbery or lawn has to be disturbed the System is not liable for damage.

It is hereby understood that monies deposited with the System as security for the payment for services under the agreement shall be refunded to the Customer when the services have been discontinued and all obligations of the Customer under the agreement have been satisfied.

EXHIBIT V.C



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

130-W

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

BOB D. GRUNO and NANCY M.E. GRUNO d/b/a HAINES CREEK MOBILE
HOMESITES WATERWORKS
Whose principal address is

Route 4, Box 769

Leesburg, Florida 32748 (Lake County)

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

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

ORDER 5698 DATED April 5, 1973 DOCKET C-73145-W

ORDER 22165 DATED 11/08/89 DOCKET 891106-WU

ORDER DATED DOCKET

ORDER DATED DOCKET

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

William B. DeWally

Administrative Secretary

W. H. Davis
Chairman

CRYSTAL RIVER UTILITIES, INC.

"Excellence in Potable Water and Wastewater"

June 26, 1996

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, FL
32301

DEPOSIT TREAS. REC

03 50

JUL 01 '96

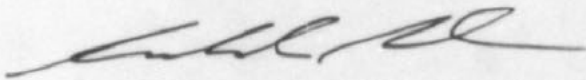
Re: Application for Transfer of Certificate No. 130-W

Dear Sirs,

Please find enclosed ten copies including original of our application to transfer certificate No. 130-W from Mr. Bob Gruno to Crystal River Utilities, Inc.. You will also find enclosed by separate envelope a check in the amount of \$750.00 made payable to the Florida Public Service Commission which represents the filing fee for this application.

Upon review, please advise whether any additional information is required to complete the application. Thank you.

Yours truly,



H. Richard Bowles
Vice President

cc: B. Sterling (CRU)
B. Gruno

CRYSTAL RIVER UTILITIES INC

PH 407-774-5635
488 PICKFORD POINT
LONGWOOD, FL 32779

PAY TO THE
ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION

\$ 750.00

DOLLARS

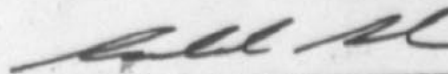
SEVEN HUNDRED FIFTY & 00/100



207-084
1145 West State Road 494
Longwood, Florida 32760

FOR

TRANSFER APPLICATION No. 130-W



CRYSTAL RIVER UTILITIES, INC.

"Excellence in Potable Water and Wastewater"

June 26, 1996

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, FL
32301

Re: Application for Transfer of Certificate No. 130-W

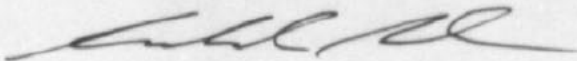
960793-WU

Dear Sirs,

Please find enclosed ten copies including original of our application to transfer certificate No. 130-W from Mr. Bob Gruno to Crystal River Utilities, Inc.. You will also find enclosed by separate envelope a check in the amount of \$750.00 made payable to the Florida Public Service Commission which represents the filing fee for this application.

Upon review, please advise whether any additional information is required to complete the application. Thank you.

Yours truly,



H. Richard Bowles
Vice President

cc: B. Sterling (CRU)
B. Gruno

CRYSTAL RIVER UTILITIES INC
PH 407 774-5635
488 PICKFORD POINT
LONGWOOD, FL 32779

1103

PAY TO THE
ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION

6/27 96 \$ 750.00

83-319/631
34

SEVEN HUNDRED FIFTY & 00/100

DOLLARS



987-894
1148 West State Road 694
Longwood, Florida 32790

FOR

TRANSFER APPLICATION No. 130-W



CRYSTAL RIVER UTILITIES, INC.

"Excellence in Potable Water and Wastewater"

June 26, 1996

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, FL
32301

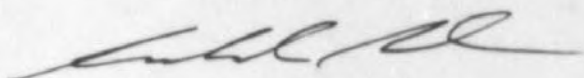
Re: Application for Transfer of Certificate No. 130-W

Dear Sirs,

Please find enclosed ten copies including original of our application to transfer certificate No. 130-W from Mr. Bob Gruno to Crystal River Utilities, Inc.. You will also find enclosed by separate envelope a check in the amount of \$750.00 made payable to the Florida Public Service Commission which represents the filing fee for this application.

Upon review, please advise whether any additional information is required to complete the application. Thank you.

Yours truly,



H. Richard Bowles
Vice President

cc: B. Sterling (CRU)
B. Gruno

State of Florida

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



DIVISION OF LEGAL SERVICES
NOREEN S. DAVIS
DIRECTOR
(904) 413-6199

Public Service Commission

July 22, 1996

RECEIVED
JUL 26 1996

Mr. Richard Bowles, Vice President
Crystal River Utilities, Inc.
P.O. Box 520249
Longwood, Florida 32752

960793-W4

FPSC-RECORDS/REPORTING

Re: Application, sample affidavit, and customer notice for transfer of utility

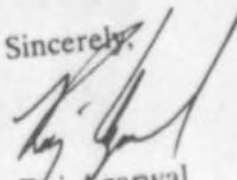
Dear Mr. Bowles:

Pursuant to your request of July 18, 1996, please find the enclosed documents:

1. Application for Transfer of Certificate
Includes sample Publication/Legal Notice on page 9
(You may use the same form for both published and mailed notices.)
2. Sample Affidavit of Notice of Actual Application
(You may use the same form for both published and mailed notices.)
3. Instructions for filing water tariffs
4. Instructions for filing wastewater tariffs
5. Chapter 25-30, Florida Administrative Code

You may contact me at (904) 413-6228 if you have any questions.

Sincerely,


Raj Agarwal
Staff Counsel

RKA/dp

Enclosures

cc: Division of Records and Reporting
Division of Water and Wastewater (Coker)