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090493-WS

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ROBERT M. C. ROSE, (1924-2006)

October 28, 2009

MARTIN S. FRIEDMAN, P.A.  
BRIDGET M. GRIMSLEY  
CHRISTIAN W. MARCELLI  
BRIAN J. STREET

VIA HAND DELIVERY

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RECEIVED-FPSC  
09 OCT 28 AM 9:59  
COMMISSION  
CLERK

Re: Parkland Utilities, Inc.;  
Application for Transfer of Majority Organizational Control  
Our File No.: 21206.08

Dear Ms. Cole:

Enclosed for filing please find an original and seven (7) copies of an Application for Transfer of Majority Organizational Control of Parkland Utilities, Inc. Pursuant to Rule 25-30.020(c), Florida Administrative Code, also enclosed is a check in the amount of \$3,000 for the filing fees. Should you have any questions regarding this matter, please feel free to contact me.

COM  
ECR  
GCL  
OPC  
RCP  
SSC  
SGA  
ADM  
CLK

JRJ/kem  
Enclosures

Sincerely,



John R. Jenkins  
For the Firm

cc: Mr. Ronald Nunes  
Ms. Kathleen Bellino

DOCUMENT NUMBER-DAT

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FPSC-COMMISSION CLERK

090493-WS

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application For Transfer of Majority  
Organizational Control of Parkland Utilities,  
Inc., in Broward and Palm Beach Counties,  
Florida

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**APPLICATION FOR TRANSFER OF  
MAJORITY ORGANIZATIONAL CONTROL OF  
PARKLAND UTILITIES, INC.**

Ronald M. Nunes, in his individual capacity, Michael K. Bergen, in his individual capacity, and East Coast Equity Management Corporation, a Florida Corporation ("Buyers"), by and through their undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Florida Administrative Code, and 367.071, Florida Statutes, file this Application for Transfer of Majority Organizational Control of Parkland Utilities, Inc. ("Utility") and in support thereof state:

1. A. The complete names and addresses of the Sellers are:

Seymour Baskin  
c/o National Development Corporation  
4415 Fifth Ave  
Pittsburgh, PA 15213

Marvin Kamin  
c/o National Development Corporation  
4415 Fifth Ave  
Pittsburgh, PA 15213

James R. Allen  
c/o National Development Corporation  
4415 Fifth Ave  
Pittsburgh, PA 15213

- B. The complete names and addresses of the Buyers are:

Ronald M. Nunes  
8001 Parkside Drive  
Parkland, FL 33067



Michael K. Bergen  
8001 Parkside Drive  
Parkland, FL 33067

East Coast Equity Management Corporation  
8001 Parkside Drive  
Parkland, FL 33067

2. The names and addresses of the persons authorized to receive notices and communications in respect to this application on behalf of the Buyer are:

John R. Jenkins, Esq.  
Kyle L. Kemper, Esq.  
Rose, Sundstrom & Bentley, LLP  
2548 Blainstone Pines Drive  
Tallahassee, Florida 32301  
PHONE: (850) 877-6555  
FAX: (850) 656-4029  
[jjenkins@rsbattorneys.com](mailto:jjenkins@rsbattorneys.com)  
[kkemper@rsbattorneys.com](mailto:kkemper@rsbattorneys.com)

#### SUBSTANTIVE FILING REQUIREMENTS

3. This is the case of a management buyout of a Utility. The Buyers and Sellers have entered into a Stock Purchase Agreement dated September 30, 2009 ("Agreement"), pursuant to which Sellers are selling all of the stock in the Utility to the Buyers, and whereby Sellers have agreed to authorize this Application. The purchase price for the Utility is equal to system rate base as of December 31, 2008. A copy of the Agreement is attached hereto as Exhibit "A."

4. Closing on the sale is scheduled on or about October 23, 2009, prior to PSC approval of the associated transfer of majority organizational control. Accordingly, the parties have expressly recognized the authority of the PSC and the contingent nature of the transfer in section 7.03 of the Agreement.

5. The Buyer provides the following information required by and pursuant to Rule 25-30.037(3), Florida Administrative Code:

(a) The complete names and addresses of the Sellers are set forth in paragraph 1.A hereinabove.

(b) The complete names and addresses of the Buyers are set forth in paragraph 1.B hereinabove.

(c) The Buyers are two individuals and a Florida corporation. The corporate buyer, East

Coast Equity Management Corporation ("ECEM"), is wholly owned by Ronald M. Nunes, one of the Buyers. The names of all ECEM officers, directors and shareholders upon sale of the Utility are as follows:

Ronald M. Nunes	Shareholder/Director/President
John F. Jarvis	Director/Vice President
Ami M. Nunes	Director
Sheryl Hemerling	Secretary/Treasurer

The business address for Mr. Nunes is 8001 Parkside Drive, Parkland, FL 33067.

- (d) The Buyers do not own any other water or wastewater utilities.
- (f) The transfer is in the public interest.
  - (i) Parkland Utilities, Inc. was established in 1975. The Utility was constructed to serve a large residential housing development in north Broward County. The Utility has provided such service to that and other nearby developments since that time. In the early 1980s, Mr. Nunes and Mr. Bergen were hired by the Company which owned and operated the development and the Utility. For over twenty-five years these gentlemen have managed and operated the Utility. As such, they are intimately familiar with all facets of the Utility and its operations. This includes hands-on experience with the Utility's finances, management, operations, regulatory compliance, capital improvements, and customer relations. Mr. Nunes graduated from Northeastern University in 1980 with a Bachelor of Science degree in Accounting. Mr. Bergen is a graduate of Michigan State University with a Bachelor of Science degree in Dairy Science. Mr. Bergen is a DEP certified operator with Class A licenses for both water and wastewater systems. Mr. Nunes has his Class C water operator's license. The Utility's management, operations and operating personnel will remain in place following transfer of majority organizational control. The individuals most intimately involved with the operation of the Utility will be in a position to make decisions, and be responsible for not only the day to day operations, but also long term decision-making. The public interest is benefited in that Utility management will now have a financial stake in the Utility, with a long term incentive to own and operate a profitable and successful utility.
  - (ii) The Sellers are all retirement age and, as such, are interested in divesting this asset. The Sellers no longer wish to own, or be subject to the potential liability associated with utility ownership. The Sellers have always been headquartered in Pittsburgh, Pennsylvania, and have never been involved in the day to day management or operations of the Utility. They own no other utilities, and have no other utility experience. They own the Utility as a sideline to real estate development.

- (iii) The Buyers have the financial ability to provide service. The Buyers, by virtue of their extensive experience in operating the Utility, are intimately familiar with the financial requirements to operate the system. The Utility will continue to be operated in the manner currently provided. Cash flow from operations is sufficient to pay operating costs. The Buyers have access to sources of capital in order fund system expansion or other capital improvements as necessary. The Buyers will make the financial and operating commitment necessary to provide water and wastewater services to current and future customers. Attached as composite Exhibit "B" are financial statements for the Utility and ECEM. The personal financial statements of Mr. Nunes and Mr. Bergen will be made available to Commission staff following filing of this Application.
- (iv) The Buyers will fulfill the commitments, obligations and representations of the Sellers with regard to utility matters.

(g) The Utility stock is being acquired for \$478,567 which is equal to year end 2008 rate base of the system as that term is used by the Commission. All of the outstanding capital stock of the Utility will be acquired for cash and a note which the Sellers will take back, all as set forth in section 1.02 of the Agreement. The two individual Buyers will acquire their stock interests paying cash. ECEM will pay for a portion of its stock in cash and the remainder in the form of a promissory note taken back by the Sellers. A copy of the Note is attached hereto as Exhibit "C." No bank financing is being used for the acquisition. Mr. Nunes will borrow \$250,000 from Mr. Ezio Petrella, his father-in-law. Mr. Petrella is a retired businessman and will fund the loan from savings.

(h) After reasonable investigation, the Utility system is in good condition and in compliance with all applicable standards set by the Florida Department of Environmental Protection.

(i) The Utility plant site is owned in fee simple by Parkland Utilities, Inc. A copy of the deed reflecting such ownership is attached as Exhibit "D."

(j) The Utility's tariff sheets are attached as Exhibit "E."

(k) Copies of Water Certificate No. 242-W and Wastewater Certificate No. 185-S are attached as Exhibit "F."

#### NOTICE

6. (a) Pursuant to Rule 25-30.030, Florida Administrative Code, the Applicants will provide all required notices.

(b) An affidavit that the Notice of Application for a Transfer of Majority Organizational Control was given to all certificated utilities and governmental authorities on the official list provided by the Commission for that purpose, will be late-filed as Exhibit "G."

(c) An affidavit that the foregoing notice was given to each customer of the Utility to be transferred will be late-filed as Exhibit "H."

(d) Proof of publication of the foregoing notice in newspapers of general circulation in the territory proposed to be transferred will be late-filed as Exhibit "I."

FILING FEE

7. The Utility has the capacity to serve from 501 to 2,000 water equivalent residential connections (ERCs) and from 501 to 2,000 wastewater ERCs. Pursuant to Rule 25-30.020(c), Florida Administrative Code, the appropriate filing fee is \$3,000. A check in that amount accompanies this Application.

Respectfully submitted this 28<sup>th</sup> day of October, 2009:

ROSE, SUNDSTROM & BENTLEY, LLP  
2548 Blirstone Pines Drive  
PHONE: (850) 877-6555  
FAX: (850) 656-4029



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John R. Jenkins, Esq.  
Florida Bar ID: 0435546  
Kyle L. Kemper, Esq.  
Florida Bar ID: 0628069  
Attorneys for Parkland Utilities, Inc.



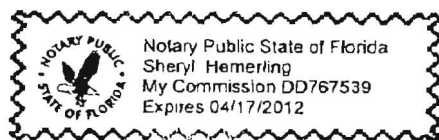
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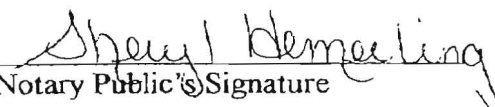
I, Ronald M. Nunes, do solemnly swear or affirm that to the best of my knowledge the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

  
Ronald M. Nunes

Subscribed and sworn to before me this 27 day of October, in the year of 2009, by Ronald M. Nunes, who is personally known to me or who has produced \_\_\_\_\_ as identification.   
*(type of identification produced)*

(SEAL)



  
Notary Public's Signature

# Exhibit A

## Stock Purchase Agreement

## STOCK PURCHASE AGREEMENT

This **STOCK PURCHASE AGREEMENT** ("Agreement") is made and entered into as of the 30<sup>th</sup> day of September, 2009 by and among (i) Ronald M. Nunes, in his individual capacity, Michael K. Bergen, in his individual capacity, and East Coast Equity Management Corporation, a Florida Corporation (individually a "Buyer" and collectively the "Buyers"), (ii) Parkland Utilities, Inc., a Florida corporation (the "Company"), and (iii) each of the shareholders of the Company set forth on Schedule 3.03 hereto (individually a "Seller" and collectively the "Sellers").

### Recitals

A. The Sellers own of record and beneficially all of the outstanding capital stock of the Company.

B. Buyers desire to purchase all of the Company's capital stock, and Sellers desire to sell such stock, upon the terms and subject to the conditions set forth herein.

C. Capitalized terms not otherwise defined in Articles I through Article IX of this Agreement are used as defined in Article X hereof.

### Agreement

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

## **ARTICLE I - SALE AND PURCHASE OF SHARES**

### **1.01 Sale and Purchase of Shares.**

(a) On the terms and subject to the conditions of this Agreement, at the Closing referred to in Section 2.01 hereof, Sellers shall sell, convey, assign, transfer and deliver to Buyers, and Buyers shall purchase, acquire and accept delivery of, all of the issued and outstanding capital stock of the Company, free and clear of any and all liens, mortgages, adverse claims, charges, security interests, encumbrances or other restrictions or limitations whatsoever.

(b) To effect the transfers contemplated by Section 1.01(a), at the Closing, each Seller shall deliver or cause to be delivered to Buyers, against payment therefore in accordance with Section 1.02 hereof, stock certificates representing the shares of the Company's capital stock being sold by such Seller hereunder, accompanied by stock powers duly executed in blank and otherwise in form acceptable to Buyers for transfer on the books of the Company.

### **1.02 Payment for Shares.** As payment in full for the Shares being sold by

MB  
on 9/30/09

Sellers to Buyers hereunder, Buyers shall deliver an aggregate of Four Hundred Seventy Eight Thousand Five Hundred Sixty Seven Dollars (\$478,567), payable 33.33% to each Seller ("Proportionate Share"), as follows: (i) \$284,022 in cash or immediately available funds; and, (ii) \$194,545 in the form of a promissory note in the form set forth in Schedule 1.02 ("Promissory Note") (such aggregate amount is referred to herein as the "Purchase Price").

## ARTICLE II - CLOSING

2.01 Closing. Subject to the conditions stated in Article VI of this Agreement, the closing of the transactions contemplated hereby (the "Closing") shall be held at 9:00 a.m., EST, on September \_\_, 2009 ("Closing Date") at the offices of East Coast Equity Management Corporation. The Closing shall be deemed completed as of 11:59 p.m. EST on the night of the Closing Date. ✓

2.02 Deliveries by Sellers. At or prior to the Closing, the Sellers shall deliver to Buyer:

(i) certificates representing all of the outstanding shares of the Company's capital stock, duly endorsed in blank for transfer, or with appropriate stock powers in blank attached;

(ii) the resignations of all the officers and directors of the Company; and,

(iii) a certificate executed by each of the Sellers to the effect that the conditions set forth in Sections 6.02(a) and 6.02(d) have been satisfied.

2.03 Deliveries by Buyers. At or prior to the Closing, Buyer shall deliver to the Sellers:

(i) each Seller's Proportionate Share of the cash portion of the Purchase Price required to be paid by Buyer at Closing, all as provided in Section 1.02 hereof; and

(ii) a certificate executed by each of the Buyers to the effect that the conditions set forth in Section 6.01(b) have been satisfied; and,

(iii) fully executed Promissory Notes as provided in Section 1.02 hereof.

2.04 Termination in Absence of Closing.

(a) Unless terminated within thirty (30) days after the date first written above in accordance with Section 2.04(b), if by the close of business on the Closing Date the Closing has not occurred, then any party hereto may thereafter



terminate this Agreement by written notice to such effect, to the other parties hereto, without liability of or to any party to this Agreement or any shareholder, director, officer, employee or representative of such party unless the reason for Closing not having occurred is (i) such party's willful breach of the provisions of this Agreement, or (ii) if all of the conditions to such party's obligations set forth in Article VI have been satisfied or waived in writing by the date scheduled for the Closing pursuant to Section 2.01, the failure of such party to perform its obligations under this Article II on such date; provided, however, that the provisions of Sections 9.01, 9.02, 9.03 and 9.07 shall survive any such termination; and provided further, however, that any termination pursuant to this Section 2.04 shall not relieve any party hereto who was responsible for Closing having not occurred as described in clauses (i) or (ii) above of any liability for (x) such party's willful breach of the provisions of this Agreement, or (y) if all of the conditions to such party's obligations set forth in Article VI have been satisfied or waived in writing by the date scheduled for the Closing pursuant to Section 2.01, the failure of such party to perform its obligations under this Article II on such date.

(b) Any Buyer shall have the right to terminate this Agreement without liability to any party by so notifying the Sellers at any time within thirty (30) days after the date first written above if, the due diligence investigation of Buyer reveals any matter that in Buyer's sole discretion provides a basis to not proceed with the transaction; provided, however, that the provisions of Sections 9.01 and 9.07 shall survive any such termination, otherwise the parties shall have no further liability hereunder.

### **ARTICLE III - REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

Each of the Sellers hereby jointly (but not severally) for himself, herself and itself, and not with respect to the other Sellers, represents and warrants to Buyers that:

#### **3.01 Corporate Existence and Qualification: Corporate Documents.**

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; the Company has the corporate power to own, manage, lease and hold its Properties and to carry on its business as and where such Properties are presently located and such business is presently conducted.

(b) The stock and minute books of the Company that have been made available to Buyer for review contain a complete and accurate record of all shareholders of the Company, and there are no rights to acquire stock or shareholder agreements except as set forth therein. The Company has previously furnished to Buyer true and complete copies of the Company's articles of incorporation and bylaws as currently in effect.

(c) The Company does not have any subsidiaries, participate in any partnership or joint venture, or own any outstanding capital stock of any other

corporation.

(d) No suit, action or other proceeding is pending or, to the Knowledge of the Sellers, threatened before any Governmental Authority seeking to restrain the Seller or prohibit their entry into this Agreement or prohibit the Closing, or seeking damages as a result of the consummation of this Agreement.

3.02 Authority, Approval and Enforceability. This Agreement has been duly executed and delivered by the Company and each of the Sellers, and each of the Sellers and the Company has all requisite power and legal capacity to execute and deliver this Agreement and all Collateral Agreements executed and delivered or to be executed and delivered in connection with the transactions provided for hereby, to consummate the transactions contemplated hereby and by the Collateral Agreements, and to perform its or his respective obligations hereunder and under the Collateral Agreements. This Agreement and each Collateral Agreement to which any Seller and/or the Company is a party constitutes, or upon execution and delivery will constitute, the legal, valid and binding obligation of such party, enforceable in accordance with its terms, except as such enforcement may be limited by general equitable principles or by applicable bankruptcy, insolvency, moratorium, or similar laws and judicial decisions from time to time in effect which affect creditors' rights generally.

3.03 Capitalization and Ownership. The Company's authorized capital stock consists solely of 10,000 shares of Common Stock, \$1.00 par value per share (the "Common Stock"). Schedule 3.03 sets forth the number of shares and percentage of outstanding Common Stock owned by each Seller. The issued and outstanding shares of capital stock are owned beneficially and of record by the persons shown in Schedule 3.03 as owning such shares, free and clear of any and all liens, mortgages, adverse claims, charges, security interests, encumbrances or other restrictions or limitations whatsoever. All of the outstanding shares of the Company are duly authorized, validly issued, fully paid and non-assessable and were not issued in violation of (i) any preemptive or other rights of any Person to acquire securities of the Company, or (ii) any applicable federal or state securities laws, and the rules and regulations promulgated there under (collectively "Securities Laws"). Except as expressly set forth in Schedule 3.03, there are no outstanding subscriptions, options, convertible securities, rights (pre-emptive or other), warrants, calls or agreements relating to any shares of capital stock of the Company.

3.04 No Seller Defaults or Consents. Each Seller with respect his, her and its execution hereof and of the Collateral Agreements represents for himself, herself and itself but not for any other Seller, that except as otherwise set forth in Schedule 3.04 hereto, the execution and delivery of this Agreement and the Collateral Agreements and the performance by such Seller of his, her or its obligations hereunder and there under will not violate any provision of law or any judgment, award or decree or any indenture, agreement or other instrument to which such Seller is a party, or by which such Seller or any properties or assets of such Seller is bound or affected, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under, any such indenture, agreement or other instrument, or result in the creation or imposition of any lien,

charge, security interest or encumbrance of any nature whatsoever upon any of the properties or assets of such Seller.

3.05 Ownership of Company Properties. To the Knowledge of Sellers, the Company has, and will have as of the Closing Date, legal and beneficial ownership of its Properties, free and clear of any and all liens, mortgages, pledges, adverse claims, encumbrances or other restrictions or limitations whatsoever.

3.06 Brokers. There are no brokers involved in this transaction and no finders fees or other compensation due for such services.

#### ARTICLE IV - REPRESENTATIONS AND WARRANTIES OF BUYERS

Buyers hereby represents and warrants to the Sellers that:

4.01 Authority Approval and Enforceability. This Agreement has been duly executed and delivered by each Buyer and each Buyer has all requisite corporate power and legal capacity to execute and deliver this Agreement and all Collateral Agreements executed and delivered or to be executed and delivered by the Buyer in connection with the transactions provided for hereby, to consummate the transactions contemplated hereby and by the Collateral Agreements, and to perform his obligations hereunder and under the Collateral Agreements. This Agreement and each Collateral Agreement to which Buyer is a party constitutes, or upon execution and delivery will constitute, the valid, legal and binding obligation of each Buyer, enforceable in accordance with its terms, except as such enforcement may be limited by general equitable principles or by applicable bankruptcy, insolvency, moratorium, or similar laws and judicial decisions from time to time in effect which affect creditors' rights generally.

4.02 No Default or Consents. Neither the execution and delivery of this Agreement nor the carrying out of the transactions contemplated hereby will violate any Legal Requirements applicable to Buyer, result in the creation of any lien, charge or other encumbrance on the shares of capital stock or any property of Buyer, or require Buyer to obtain or make any waiver, consent, action, approval or authorization of, or registration, declaration, notice or filing with, any private non-governmental third party or any Governmental Authority.

4.03 No Proceedings. No suit, action or other proceeding is pending or, to Buyer's knowledge, threatened before any Governmental Authority seeking to restrain Buyer or prohibit its entry into this Agreement or prohibit the Closing, or seeking Damages against Buyer or its properties as a result of the consummation of this Agreement.

4.04 Brokers. There are no brokers involved in this transaction and no finders fees or other compensation due for such services.

## ARTICLE V - OBLIGATIONS PRIOR TO CLOSING

From the date of this Agreement through the Closing:

5.01 Buyer's Access to Information and Properties: During normal business hours, the Company shall permit Buyers and their authorized agents to have reasonable access to the books, records, employees, contracts, tax returns, and other documents of the Company.

5.02 Company's Conduct of Business and Operations. The Company shall (a) conduct its business in the ordinary course; (b) maintain and operate its Properties in the condition such properties are in as of the date hereof; (c) comply with all of the covenants contained in all such material Contracts; and, (d) comply in all material respects with all applicable Legal Requirements.

5.03 General Restrictions. Except as otherwise expressly permitted in this Agreement, without the prior written consent of Buyers, which consent shall not be unreasonably withheld, the Company shall not:

(i) declare, set aside or pay any dividends, or make any distributions or other payments in respect of its equity securities, or repurchase, redeem or otherwise acquire any such securities;

(ii) amend its articles of incorporation or bylaws;

(iii) except as contemplated by Schedule 3.03, issue any capital stock or other securities, or grant, or enter into any agreement to grant, any options, convertibility rights, other rights, warrants, calls or agreements relating to its securities;

(iv) create, incur, assume, guarantee or otherwise become liable or obligated with respect to any indebtedness, or make any loan or advance to, or any investment in, any person, except in each case in the ordinary course of business;

(v) enter into, amend or terminate any material agreement;

(vi) sell, transfer, lease, mortgage, encumber or otherwise dispose of, or agree to sell, transfer, lease, mortgage, encumber or otherwise dispose of, any Properties material to its business except (i) in the ordinary course of business, or (ii) pursuant to any agreement specified in Schedule 3.09;

(vii) utilize funds in the Capital Reserve Fund for any purpose related to this transaction other than payment of closing costs, including attorneys fees and costs, for this transaction.



## ARTICLE VI - CONDITIONS TO SELLERS' AND BUYERS' OBLIGATIONS

6.01 Conditions to Obligations of the Sellers. The obligations of each Seller to carry out the transactions contemplated by this Agreement are subject, at the option of Sellers, to the satisfaction, or waiver of the following conditions:

(a) All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing as if such representations and warranties were made at and as of the Closing, except for changes contemplated by the terms of this Agreement, and Buyers shall have performed and satisfied in all material respects all covenants and agreements required by this Agreement to be performed and satisfied by Buyers at or prior to the Closing.

(b) As of the Closing Date, no suit, action or other proceeding (excluding any such matter initiated by or on behalf of the Company or either of the Sellers) shall be pending or threatened before any Governmental Authority seeking to restrain the Company or prohibit the Closing or seeking Damages against the Company as a result of the consummation of this Agreement.

6.02 Conditions to Obligations of Buyer. The obligations of Buyer to carry out the transactions contemplated by this Agreement are subject, at the option of Buyer, to the satisfaction, or waiver by Buyer, of the following conditions:

(a) All representations and warranties of the Company and Sellers contained in this Agreement shall be true and correct in all material respects at and as of the Closing as if such representations and warranties were made at and as of the Closing, except for changes contemplated by the terms of this Agreement, and each of the Company and the Sellers shall have performed and satisfied in all material respects all agreements and covenants required by this Agreement to be performed and satisfied by them at or prior to the Closing.

(b) As of the Closing Date, no suit, action or other proceeding (excluding any such matter initiated by or on behalf of Buyer) shall be pending or threatened before any Governmental Authority seeking to restrain Buyer or prohibit the Closing or seeking Damages against Buyer or the Company or its Properties as a result of the consummation of this Agreement.

(c) Except for matters disclosed herein or in the Schedules attached hereto, since the Balance Sheet Date and up to and including the Closing there shall not have been any change in the business, operations, prospects or financial condition of the Company that has had a material adverse effect on its business, operations, prospects, Properties, securities or financial condition.

(d) The Company shall have furnished Buyers with a certified copy of all necessary corporate action on its behalf approving the Company's execution, delivery and performance of this Agreement.

## ARTICLE VII - POST-CLOSING OBLIGATIONS

7.01 Further Assurances. Following the Closing, each Seller, the Company and the Buyers shall execute and deliver such documents, and take such other action, as shall be reasonably requested by any other party hereto to carry out the transactions contemplated by this Agreement.

7.02 Post-Closing Indemnity by the Sellers. From and after the Closing, each of the Sellers jointly, but not severally, shall indemnify and hold harmless Buyer from and against any and all Damages arising out of, resulting from, or in any way related to a breach of, or the failure to perform or satisfy, any of the representations, warranties, covenants and agreements made by the indemnifying Seller in this Agreement or in any document or certificate delivered by such Seller at the Closing pursuant hereto.

7.03 Public Service Commission Approval. The parties acknowledge and agree that the Florida Public Service Commission ("PSC") has jurisdiction over the transactions contemplated by this Agreement. Buyer and Seller shall cooperate with one another to obtain PSC approval. The parties acknowledge and agree that the sale is made contingent upon PSC approval and, subject thereto, Closing may occur prior to such approval. Buyer shall prepare all documents necessary to obtain PSC approval within thirty (30) days of the date of this Agreement, and shall petition the PSC for transfer approval. The Company shall pay all fees and costs incurred incident to such dealings with the PSC. Notwithstanding anything herein to the contrary, the parties agree that PSC approval of this Agreement, or the transactions contemplated hereby, is not a condition to any party's obligation to close or to consummate the transactions contemplated herein.

In the event PSC approval has not been obtained within one year of the date of this Agreement, this transaction is voidable by either party. If after one year PSC approval is not received and either party requests to void the transaction, the parties agree to unwind this transaction. All funds paid by Buyer to Seller, either at closing or pursuant to the Promissory Note, for the purchase of this or a Related Company stock, shall be refunded to Buyer. Seller shall have the option to retain \$25,000 of said funds if Buyer was not diligent in its pursuit of the transfer, and the failure to obtain PSC approval was not the result of any action or inaction of the Seller or its representatives or consultants. The re-conveyance of stock shall be with the understanding, and based on the fact that, the assets and financial condition of the Company will be as it exists at that time, and shall occur concurrently with the refund of funds as detailed above. In the interim, the Company shall continue to collect revenue and pay its expenses in the ordinary course of business. During the pendency of the PSC proceeding, Buyers agree not to allow any lien or other encumbrance to be placed on the Company assets or stock, unless otherwise agreed to by the Sellers. Seller shall be provided copies of all pleadings, filings, correspondence, staff recommendations, orders, final order and other relevant documents in the transfer docket.

7.04 Future Sale of Company. In the event of a sale of substantially all of the assets or stock of the Company by the Buyers within five (5) years of the Closing Date

("Subsequent Sale"), the parties agree that the Sellers shall be entitled to a payment from Buyers determined as follows:

(a) in the event the purchase price paid in a Subsequent Sale, net of any transaction costs of the Buyers, is equal to or less than the Purchase Price hereunder, the payment to Sellers shall be zero.

(b) in the event the purchase price paid in a Subsequent Sale, net of any transaction costs of the Buyers, is greater than the Purchase Price by an amount up to \$250,000, Seller shall be entitled to all such net proceeds up to \$250,000.

(c) in the event the purchase price paid in a Subsequent Sale, net of any transaction costs of the Buyers, is greater than the Purchase Price by an amount in excess of \$250,000, Seller shall be entitled to one-third (1/3) of all net proceeds, but in any event not less than \$250,000.

Notwithstanding the foregoing, the sale by any Buyer of its stock in the Company shall not be considered a Subsequent Sale for purposes of the payment of compensation to the Sellers. Sellers shall have no rights to additional compensation as set forth in this section at any time after five (5) years from the Closing Date.

7.05 Related Transactions. In addition to the Company, Sellers also own East Coast Equity Management Corp., a Florida corporation, and Cypress Head Realty, Inc., a Florida Corporation ("Related Companies"), and contemporaneous herewith, all of the stock in the Related Companies is being sold to one of the Buyers. In the event this transaction is unwound pursuant to section 7.03 herein, the parties agree that the sale of stock in the Related Companies shall also be unwound in a manner consistent with section 7.03.

## ARTICLE VIII - TAX MATTERS

8.01 Representations and Obligations Regarding Taxes. To the Knowledge of the Sellers, except to the extent such matters have been in the control of, or at the direction of Buyers, in their capacity as managers of the Company, each Seller jointly, but not severally, represent and warrant to, and agree with the Buyer that, except as set forth in Schedule 8.01, (i) all returns and reports, including without limitation, information and withholding returns and reports ("Tax Returns") of or relating to any federal, state or local tax assessment or other governmental charge (all herein referred to collectively as "Taxes" or singularly as a "Tax") that are required to be filed on or before the Closing Date by or with respect to the income, business, operations or property of the Company have been duly and timely filed, (ii) all information provided in such Tax Returns is true, correct and complete, (iii) all Taxes that have become due with respect to the taxable years covered by such Tax Returns have been timely paid in full, (iv) no penalty, interest or other charge is or will become due with respect to the late filing of any such Tax Return or late payment of any such Tax, and, there is no claim against the Company with respect to any Taxes or Tax Return.

8.02 Indemnification for Taxes. Each Seller hereby jointly, but not severally, indemnifies the Buyers, the Company and their respective Affiliates (each herein sometimes referred to as an "Indemnified Taxpayer") against, and agrees to protect, save and hold harmless each Indemnified Taxpayer from, any and all claims, damages, deficiencies, losses (including Taxes, interest and penalties) and all expenses, including attorneys' and accountants' fees and disbursements (all herein referred to as "Losses") resulting from any claim by any taxing authority for any Taxes arising from or occasioned by the sale of the Company's capital stock pursuant to this Agreement or any misrepresentation or breach of any representation, warranty or obligation set forth herein. Upon notice from Buyers to Sellers pursuant to section 9.02 that an Indemnified Taxpayer is entitled to an indemnification payment for a Loss, the Sellers shall thereupon jointly, but not severally, pay to the Indemnified Taxpayer an amount that, net of any Taxes imposed on the Indemnified Taxpayer with respect to such payment, will indemnify and hold the Indemnified Taxpayer harmless from such Loss.

#### ARTICLE IX - MISCELLANEOUS

9.01 Costs and Expenses. The Company, for itself, the Sellers, and the Buyer, shall bear all expenses incurred in connection with the negotiation, preparation, execution and closing of this Agreement and the transactions contemplated hereby (the "Transaction Expenses").

9.02 Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by any party hereto to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by registered or certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

Buyer: Mr. Ronald M. Nunes  
Parkland Utilities, Inc.  
8001 Parkside Drive  
Parkland, FL 33067

With a copy to: John R. Jenkins, Esq.  
Rose, Sundstrom & Bentley, LLP  
2548 Blainstone Pines Drive  
Tallahassee, FL 32301

Seller: Ms. Kathleen Bellino  
National Development Corporation  
4415 Fifth Avenue  
Pittsburgh, PA 15213

With a copy to: Mr. Barry Ansbacher  
Ansbacher & McKeel PA  
1818 Goodbys Executive Dr.  
Suite 100  
Jacksonville, FL 32217

Each of the above addresses for notice purposes may be changed by providing appropriate notice hereunder. Notice given by personal delivery or registered mail shall be effective upon actual receipt. Notice given by telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next normal business day after receipt if not received during the recipient's normal business hours. All Notices by telecopier shall be confirmed by the sender thereof promptly after transmission in writing by registered mail or personal delivery. Anything to



the contrary contained herein notwithstanding, notices to any party hereto shall not be deemed effective with respect to such party until such Notice would, but for this sentence, be effective both as to such party and as to all other persons to whom copies are provided above to be given.

9.03 Governing Law. The provisions of this Agreement and the documents delivered pursuant hereto shall be governed by and construed in accordance with the laws of the State of Florida (excluding any conflict of law rule or principle that would refer to the laws of another jurisdiction).

9.04 Entire Agreement: Amendments and Waivers. This Agreement, together with all exhibits and schedules attached hereto, constitutes the entire agreement between and among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

9.05 Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns; but neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any party, hereto without the prior written consent of the other party. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

9.06 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.07 Attorneys' Fees. In the event any suit or other legal proceeding is brought for the enforcement of any of the provisions of this Agreement, the parties hereto agree that the prevailing party or parties shall be entitled to recover from the other party or parties upon final judgment on the merits reasonable attorneys' fees, including attorneys' fees for any appeal, and costs incurred in bringing such suit or proceeding.

9.08 Risk of Loss. Prior to the Closing, the risk of loss of damage to, or destruction of, any and all of the Company's assets, including without limitation the Properties, shall remain with the Company. The risk of loss shall pass to the Buyer at Closing.

#### ARTICLE X - DEFINITIONS

Capitalized terms used in this Agreement are used as defined in this Article X or elsewhere in this Agreement.

10.01 Affiliate. The term "Affiliate" shall mean, with respect to any person, any other person controlling, controlled by or under common control with such person. The term "Control" as used in the preceding sentence means, with respect to a corporation, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares of the controlled corporation and, with respect to any person other than a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.

10.02 Collateral Agreements. The term "Collateral Agreements" shall mean any or all of the agreements attached as exhibits to this Agreement and any and all other agreements, instruments or documents required or expressly provided under this Agreement to be executed and delivered in connection with the transactions contemplated by this Agreement.

10.03 Contracts. The term "Contracts", when described as being those of or applicable to any person, shall mean any and all contracts, agreements, franchises, understandings, arrangements, leases, licenses, registrations, authorizations, easements, servitudes, rights of way, mortgages, bonds, notes, guaranties, liens, indebtedness, approvals or other instruments or undertakings to which such person is a party or to which or by which such person or the property of such person is subject or bound, excluding any Permits.

10.04 Damages. The term "Damages" shall mean any and all damages, liabilities, obligations, penalties, fines, judgments, claims, deficiencies, losses, costs, expenses and assessments (including without limitation income and other taxes, interest, penalties and attorneys' and accountants' fees and disbursements).

10.05 Financial Statements. The term "Financial Statements" shall mean any or all of the financial statements, including balance sheets and related statements of income and statements of changes in financial position and the accompanying notes thereto, of the Company prepared in accordance with generally accepted accounting principles consistently applied, except as may be otherwise provided herein.

10.06 Governmental Authorities. The term "Governmental Authorities" shall mean any nation or country (including but not limited to the United States) and any commonwealth, territory or possession thereof and any political subdivision of any of the foregoing, including but not limited to courts, departments, commissions, boards, bureaus, agencies, ministries or other instrumentalities.

10.07 Knowledge of the Sellers. The term "Knowledge of the Sellers" shall mean the actual knowledge of any of the Sellers with respect to the matter in question.

10.08 Legal Requirements. The term "Legal Requirements", when described as

being applicable to any person, shall mean any and all laws (statutory, judicial, or otherwise), ordinances, regulations, judgments, orders, directives, injunctions, writs, decrees or awards of, and any Contracts with, any Governmental Authority, in each case as and to the extent applicable to such person or such person's business, operations or properties.

10.09 Permits. The term "Permits" shall mean any and all permits, legal status, orders or Contracts under any Legal Requirement or otherwise granted by any Governmental Authority.

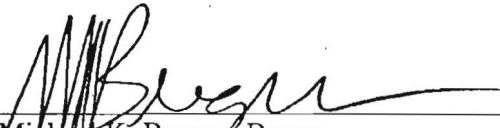
10.10 Properties. The term "Properties" shall mean any and all properties and assets (real, personal or mixed, tangible or intangible) owned or used by the Company.


10.11 Proportionate Share. The term "Proportionate Share" shall mean as to each Seller the percentage of Company Common Stock owned by such Seller as set forth in Schedule 3.03 hereof.

10.12 Regulations. The term "Regulations" shall mean any and all regulations promulgated by the Department of the Treasury pursuant to the Code.

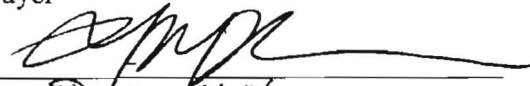
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Buyers, Company and Sellers have caused this Agreement to be duly executed and entered into on the date first above written.

  
Michael K. Bergen, Buyer

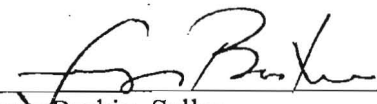
  
Ronald M. Nunes, Buyer

East Coast Equity Management Corporation,  
Buyer

  
By: Ronald M. Nunes  
Its: President

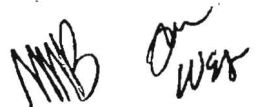
Parkland Utilities, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

  
Seymour Baskin, Seller

Marvin Kamin, Seller

James R. Allen, Seller



IN WITNESS WHEREOF, the Buyers, Company and Sellers have caused this Agreement to be duly executed and entered into on the date first above written.

\_\_\_\_\_  
Michael K. Bergen, Buyer

\_\_\_\_\_  
Ronald M. Nunes, Buyer

\_\_\_\_\_  
East Coast Equity Management Corporation,  
Buyer

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Parkland Utilities, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Seymour Baskin, Seller

\_\_\_\_\_  
*Marvin Kamin*  
Marvin Kamin, Seller

\_\_\_\_\_  
James R. Allen, Seller

*MMB* *on West*

**IN WITNESS WHEREOF**, the Buyers, Company and Sellers have caused this Agreement to be duly executed and entered into on the date first above written.

\_\_\_\_\_  
Michael K. Bergen, Buyer

\_\_\_\_\_  
Ronald M. Nunes, Buyer

\_\_\_\_\_  
East Coast Equity Management Corporation,  
Buyer

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Parkland Utilities, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Seymour Baskin, Seller

\_\_\_\_\_  
Marvin Kamin, Seller

  
\_\_\_\_\_  
James R. Allen, Seller

IN WITNESS WHEREOF, the Buyers, Company and Sellers have caused this Agreement to be duly executed and entered into on the date first above written.

\_\_\_\_\_  
Michael K. Bergen, Buyer

\_\_\_\_\_  
Ronald M. Nunes, Buyer

East Coast Equity Management Corporation,  
Buyer

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Parkland Utilities, Inc.

\_\_\_\_\_  
By: WILLIAM E. BALSINGER  
Its: Sec/Treas

\_\_\_\_\_  
Seymour Baskin, Seller

\_\_\_\_\_  
Marvin Kamin  
Marvin Kamin, Seller

\_\_\_\_\_  
James R. Allen, Seller

## LIST OF SCHEDULES

Schedule 1.02.....	Form of Promissory Note
Schedule 3.03.....	Stock Ownership of the Company
Schedule 3.04.....	Seller Defaults or Consents
Schedule 3.09.....	Commitments
Schedule 8.01.....	Tax Returns or Claims

*MMB* *on*  
*was*



**Schedule 3.03**

**Stock Ownership of the Company**

Name of Shareholder	Percent Ownership	Number of Shares
Seymour Baskin	52.79%	5,279
Marvin Kamin	28.41%	2,841
James R. Allen	18.80%	1,880
<b>Total:</b>	<b>100%</b>	<b>10,000</b>

*MSB* *on*  
*was*

## Exhibit B

### Financial Statements

---

12:22 PM

10/26/09

Accrual Basis

**East Coast Equity Management Corp.**  
**Summary Balance Sheet**  
**As of September 30, 2009**

	<u>Sep 30, 09</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	112,984.65
Accounts Receivable	64,787.08
<b>Total Current Assets</b>	<u>177,771.73</u>
<b>TOTAL ASSETS</b>	<u><b>177,771.73</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	8,823.08
<b>Total Current Liabilities</b>	<u>8,823.08</u>
<b>Total Liabilities</b>	8,823.08
<b>Equity</b>	168,948.65
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>177,771.73</b></u>

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10/26/09

Accrual Basis

**PARKLAND UTILITIES, INC.**  
**Summary Balance Sheet**  
**As of September 30, 2009**

	<u>Sep 30, 09</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	172,946.21
Other Current Assets	81,200.53
<b>Total Current Assets</b>	<u>254,146.74</u>
Fixed Assets	1,456,938.11
Other Assets	18,146.22
<b>TOTAL ASSETS</b>	<u><u>1,729,231.07</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	-4,941.29
Other Current Liabilities	1,149,478.60
<b>Total Current Liabilities</b>	<u>1,144,537.31</u>
Long Term Liabilities	1,211,967.86
<b>Total Liabilities</b>	<u>2,356,505.17</u>
Equity	-627,274.10
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,729,231.07</u></u>

Exhibit C

Promissory Note

## PROMISSORY NOTE

\$194,545.00

October 23, 2009

**FOR VALUE RECEIVED**, East Coast Equity Management Corporation, a Florida Corporation (hereinafter called the "Borrower"), promises to pay to the order of Seymour Baskin, Marvin Kamin, and James R. Allen (hereinafter called the "Holders"), at such address as may be, from time to time, designated in writing by the holder hereof, the sum of One Hundred Ninety Four Thousand Five Hundred Forty Five and 00/100 Dollars (\$194,545.00), in lawful money of the United States ("Principal"), with no interest thereon, in installments due in the amounts and on the dates as follows:

<u>Payment Date</u>	<u>Payment</u>
02/01/2010	\$ 62,545.00
03/31/2010	33,000.00
06/30/2010	33,000.00
09/30/2010	33,000.00
12/31/2010	33,000.00

Provided that, notwithstanding anything herein to the contrary, any remaining principal balance shall be due and payable on December 31, 2010. Payments shall be made one-third (1/3) each to the Holders and mailed to National Development Corporation 4415 Fifth Avenue Pittsburgh, PA 15213, c/o Ms. Kathleen Bellino.

If Borrower fails to make payment of any installment hereunder for a period of 30 days, the missed payment amount shall be subject to a ten percent (10%) penalty added to the then-outstanding principal payment and shall be payable to the Holders under the terms of this Promissory Note.

Any failure of the Holder to exercise any option which he shall have hereunder shall not constitute a waiver of the right to exercise the same at any other time. Presentment for payment, protest and notice of protest are hereby jointly and severally waived. In the event of default by Borrower in any of the payments provided for herein Borrower agrees to pay all costs of collection of the amount due under this note and any judgment rendered thereon, including a reasonable attorney's fee incurred therefore.


It is covenanted and agreed that the indebtedness secured by this note may be prepaid in part or in full without penalty on any date.

This Note may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one document. It shall not be necessary for the same counterpart of this Note to be executed by all the parties hereto in order for this to be fully and legally binding upon any party executing at least one counterpart, provided that each party hereto has executed at least one counterpart.

**IN WITNESS WHEREOF**, Holders and Borrower have executed this Promissory Note on the date first written above.

BORROWER:

East Coast Equity Management Corporation,

  
By: Ronald A. Mingo  
Its: President

HOLDERS:

\_\_\_\_\_  
Seymour Baskin

\_\_\_\_\_  
Marvin Kamin

\_\_\_\_\_  
James R. Allen




**IN WITNESS WHEREOF**, Holders and Borrower have executed this Promissory Note on the date first written above.

BORROWER:

East Coast Equity Management Corporation,

By: \_\_\_\_\_  
Its: \_\_\_\_\_

HOLDERS:

  
\_\_\_\_\_  
Seymour Baskin

\_\_\_\_\_  
Marvin Kamin

\_\_\_\_\_  
James R. Allen

**IN WITNESS WHEREOF**, Holders and Borrower have executed this Promissory Note on the date first written above.

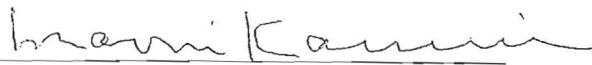
BORROWER:

East Coast Equity Management Corporation,

By: \_\_\_\_\_  
Its: \_\_\_\_\_

HOLDERS:

\_\_\_\_\_  
Seymour Baskin

  
\_\_\_\_\_  
Marvin Kamin

\_\_\_\_\_  
James R. Allen

**IN WITNESS WHEREOF**, Holders and Borrower have executed this Promissory Note on the date first written above.

BORROWER:

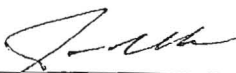
East Coast Equity Management Corporation,

By: \_\_\_\_\_  
Its: \_\_\_\_\_

HOLDERS:

\_\_\_\_\_  
Seymour Baskin

\_\_\_\_\_  
Marvin Kamin

  
\_\_\_\_\_  
James R. Allen

## Exhibit D

### Special Warranty Deed

This instrument was prepared by:  
ALEIDA ORS  
GUSTAFSON, STEPHENS, FERRIS,  
FORMAN & HALL, P.A.  
540 Northeast Fourth Street  
Fort Lauderdale, Florida 33301

SPECIAL WARRANTY DEED

THIS INDENTURE, made December 30, 1986, BETWEEN

NARCO REALTY, INC., a Pennsylvania corporation, whose post office address is 7501 S. CypressHead Drive, Parkland, Florida 33067.

of the County of Broward, State of Florida, Grantor, and

PARKLAND UTILITIES, INC., a Florida corporation,

whose post office address is 7501 S. CypressHead Drive, Parkland, County of Broward, State of Florida, Grantee,

WITNESSETH, That said Grantor, for and in consideration of the sum of (\$10.00) TEN DOLLARS, lawful money of the United States of America and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee, and Grantee's successors and assigns forever, the following piece, parcel or tract of land, situate, lying and being in the County of Broward, State of Florida, and more particularly described as follows:

That portion of Tract G of the Plat of Parkland Lakes P.U.D. according to the Plat thereof as recorded in Plat Book 102 at Page 44 of the Public Records of Broward County, Florida, more particularly described on "Exhibit A" attached hereto and made a part hereof.

SUBJECT TO: That certain mortgage in favor of Allomon Corporation recorded under Official Records Book 5365, Page 798 dated July 17, 1979, which mortgage Grantee does not assume and agree to pay and which mortgage Grantor agrees to pay in full.

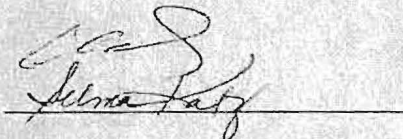
TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, dower and right of dower, separate estate, property, possession, claim and demand whatsoever, in law as well as in equity, of the said Grantor, of, in and to the same, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the above granted, bargained and described premises with the appurtenances unto the said Grantee, its heirs and assigns, to own proper use, benefit and behoof forever.

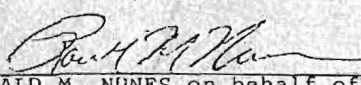
And the said Grantor, for it and for its heirs, warrants the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said Grantee, its successors and assigns, against the said Grantor, his heirs and assigns, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, by, through and under the Grantor herein, shall and will warrant and by these presents forever defend.

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

Signed, sealed and delivered  
in the presence of us:



NARCO REALTY, INC.

By:   
RONALD M. NUNES on behalf of  
Narco Realty, Inc.




STATE OF FLORIDA

COUNTY OF BROWARD

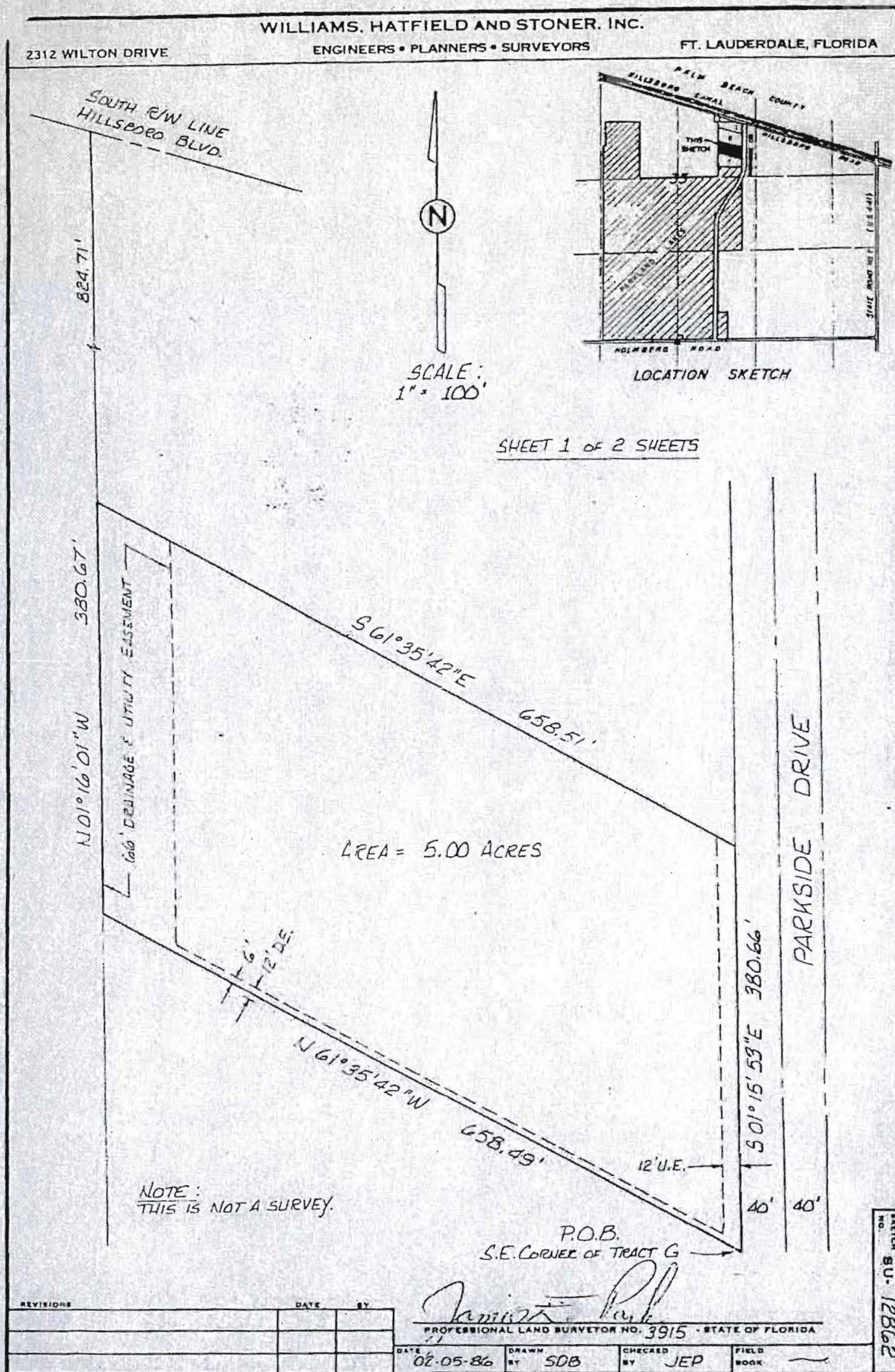
I HEREBY CERTIFY that on this day personally appeared before me, RONALD M. NUNES on behalf of NARCO REALTY, INC., under authority duly vested in him by said corporation, to me well known and known to me to be the individual(s) described in and who executed the foregoing deed of conveyance, and acknowledged that he executed the same for the purpose therein expressed, whereupon it is prayed that the same may be recorded.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal, this 30<sup>th</sup> day of December, 1986.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:







## WILLIAMS, HATFIELD AND STONER, INC.

2312 WILTON DRIVE

ENGINEERS • PLANNERS • SURVEYORS

FT. LAUDERDALE, FLORIDA

1268-0

## DESCRIPTION

A portion of Tract C, PARKLAND LAKES P.U.D. as recorded in Plat Book 102, Page 44 of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of said Tract C;

THENCE on a grid bearing of N 61°35'42" W along the South line of said Tract a distance of 658.49 feet;


THENCE N 01°16'01" W along the West line of said Tract a distance of 380.67 feet;

THENCE S 61°35'42" E along a line parallel with the South line of said Tract a distance of 658.51 feet;

THENCE S 01°15'53" E along the East line of said Tract a distance of 380.66 feet to the POINT OF BEGINNING;

Said land situate in the City of Parkland, Broward County, Florida, containing 5.00 Acres, more or less.

8231/13D/021186

REVISIONS	DATE	BY	 PROFESSIONAL LAND SURVEYOR NO. 3915 • STATE OF FLORIDA
REVISED DESCRIPTION	2-16-82	JEP	
	DATE	DRAWN BY	CHECKED BY
	06/05/86	—	JEP
			FIELD BOOK

N21069

 SECTION  
 NO. SU-1286C

## Exhibit E

### Water and Wastewater Tariffs

WATER TARIFF

PARKLAND UTILITIES, INC.

---

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Florida Public Service Commission

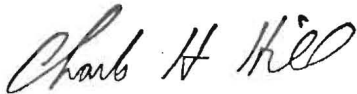
APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charles H. Hill".

Director  
Division of Water and Sewer

WATER TARIFF

PARKLAND UTILITIES, INC.

NAME OF COMPANY

7501 South Cypress Head Drive

Parkland, Florida 33067

(ADDRESS OF COMPANY)

(305) 753-7906

(305) 753-7906

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Ronald M. Nunes

ISSUING OFFICER

Vice President

TITLE



Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charles H. Hill".

Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

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Ronald M. Nunes  
ISSUING OFFICER  
Vice President  
TITLE

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Director  
Division of Water and Sewer

74

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 242W

COUNTY - Broward

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
7092	01/22/76	750640-W	Transfer
PSC-01-0974-FOF-WS	04/02/01	001825-WS	Extension

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-01-0121

DOCKET NO. 001825-WS

ORDER NO. PSC-01-0974-FOF-WS

EFFECTIVE October 11, 2001

*DAN HOPPE*

DIRECTOR  
DIVISION OF REGULATORY OVERSIGHT

NAME OF COMPANY - PARKLAND UTILITIES, INC.

WATER TARIFF .

DESCRIPTION OF TERRITORY SERVED

The North half of Section 2, Township 48 South, Range 41 East, less and except therefrom: The East three quarters of the East half of the East half; and that portion of the West half of the West half of the East half of the East half, lying and being North of the South line of the North 2,123.00 feet; and the East 1,320.00 feet of the North 1,320.00 feet (as measured along the North and East lines) thereof;

Together with:

All of said Section 35, Township 47 South, Range 41 East, lying southerly of the Hillsboro Canal (State Road 827);

The above two sections, lying and being in Broward County, Florida.

Together with:

All of said Section 26, Township 47 South, Range 41 East, Lying southerly of the Hillsboro Canal (State Road 827); said portion of Section 26, lying and being in Palm Beach County, Florida.

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

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AUTHORITY NO. WS-01-0121

DOCKET NO. 001825-WS

ORDER NO. PSC-01-0974-FOF-WS

EFFECTIVE October 11, 2001

*DAN HOPPE*

DIRECTOR  
DIVISION OF REGULATORY OVERSIGHT

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - Parkland Utilities, Inc.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE



Florida Public Service Commission

APPROVED

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

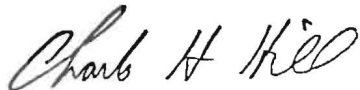
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Authority No. WS-90-0357

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

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Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

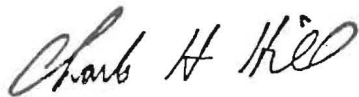
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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

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Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

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Director  
Division of Water and Sewer



NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

(Continued to Sheet No. 9.0)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

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Effective May 21, 1991

*Charles H. Hill*

Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

(Continued to Sheet No. 10.0)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

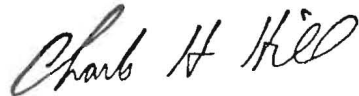
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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 9.0 )

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

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

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

- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.

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

(Continued to Sheet No. 11.0)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

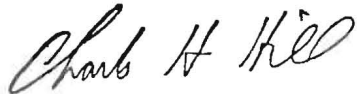
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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 10.0)

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

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 on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

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

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

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

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

(Continued to Sheet No. 12.0)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE



Florida Public Service Commission

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 11.0 )

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

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

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

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

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

(Continued to Sheet No. 13.0)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

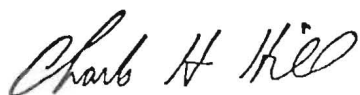
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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 12.0)

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

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

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service

(Continued to Sheet No. 14.0)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 13.0 )

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

- 23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE



Florida Public Service Commission

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF



HELD FOR FUTURE USE

Ronald M. Nunes  
ISSUING OFFICER

Vice president  
TITLE

Florida Public Service Commission

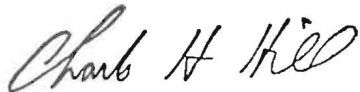
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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

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Ronald M. Nunes  
ISSUING OFFICER  
Vice President  
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Florida Public Service Commission

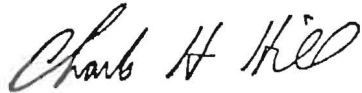
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Order No. 24417

Effective May 21, 1991

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Director  
Division of Water and Sewer

GENERAL SERVICE  
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - For water service to all 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 - Monthly:

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 8.92
Full 3/4"	13.48
1"	22.44
1 1/2"	44.93
2"	71.85
3"	143.74
4"	224.64
6"	449.27
8"	718.83

GALLONAGE CHARGE - \$2.65 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - July 21, 2009

TYPE OF FILING - 2009 Pass-Through Index

Ronald Nunes  
ISSUING OFFICER

Vice President  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

**APPROVED**

AUTHORITY NO. WS-09-0071

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE: July 21, 2009

*Tim Devlin*

DIRECTOR  
DIVISION OF ECONOMIC AND REGULATION

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 apartments.

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

RATE - Monthly:

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 8.92
Full 3/4"	13.48
1"	22.44
1 1/2"	44.93
2"	71.85
3"	143.74
4"	224.64
6"	449.27
8"	718.83

GALLONAGE CHARGE - \$2.65 per 1,000 gallons of water used

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - July 21, 2009

TYPE OF FILING - 2009 Pass-Through Index

Ronald Nunes  
ISSUING OFFICER

Vice President  
TITLE



FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-09-0071

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE: July 21, 2009

*Tim Devlin*

DIRECTOR  
DIVISION OF ECONOMIC AND REGULATION

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD -

RATE -

Reserved for Future Use

BASE FACILITY CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING -

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charles H. Hill".

Director  
Division of Water and Sewer

FIRE PROTECTION CHARGE

WATER

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - To fire hydrants furnishing fire lines 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.

BILLING PERIOD - Semi-Annually in advance

RATE -

Private Fire Protection: \$135.66 per hydrant per year

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

EFFECTIVE DATE - July 21, 2009

TYPE OF FILING - 2009 Pass-Through Index

Ronald Nunes  
ISSUING OFFICER

Vice President  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

**APPROVED**

AUTHORITY NO. WS-09-0071

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE: July 21, 2009

*Tim Devlin*

DIRECTOR  
DIVISION OF ECONOMIC AND REGULATION

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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 Company's Rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following: \$10.00 for an amount necessary to cover minimum charges for service for three (3) periods, which ever is greater.

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

(Continued to Sheet No. 19.2)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

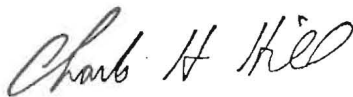
APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 19.1)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of December each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceeding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

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

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

EFFECTIVE DATE - May 21, 1991

TYPE OF FILING - Staff-Assisted Rate Case

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE



Florida Public Service Commission

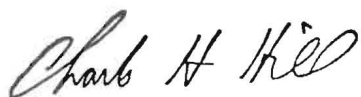
APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, reading "Charles H. HEO".

Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

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

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

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

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

EFFECTIVE DATE - May 21, 1991

TYPE OF FILING - Staff-Assisted Rate Case

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

*Charles H. Hill*

Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND 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

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

EFFECTIVE DATE - May 21, 1991

TYPE OF FILING - Staff-Assisted Rate Case

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charles H. Hill".

Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

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	<u>\$ 100</u>
1"	Tap	<u>150</u>
1 1/2"	Tap	<u>250</u>
2"	Tap	<u>350</u>
3"		<u>600</u>

\*NOTE: The above tapping or meter fees are in addition to the connection charges in the Extension Policy.

TERMS OF PAYMENT -

In advance of Company's furnishing and installation of the service connection.

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

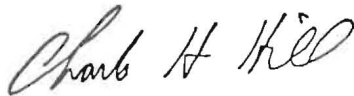
APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND 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

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE



Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charb H. Kell".

Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.  
WATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

*Parkland Utilities, Inc.*

ADDRESS ALL CORRESPONDENCE TO BUSINESS OFFICE:  
7401 Holmberg Road, Parkland, FL. 33067 Phone 753-7908

WATER AND WASTEWATER PLANT:  
8001 Parkside Drive, Parkland, FL. 33067

Date: \_\_\_\_\_

APPLICATION FOR WATER & SEWER SERVICE

Name of Applicant: \_\_\_\_\_ Account No. \_\_\_\_\_  
Service Address: \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Type of Service: Water and Sewer ☒ Water ☐ Sewer ☐  
No. of Services: 1 Size: 1"  
No. of Meters: 1 Size: 3/4"  
No. of Meter Vaults: 1 Size: \_\_\_\_\_  
Tap-In and/or Vault Receipt No. \_\_\_\_\_

Application is hereby made to Parkland Utilities, Inc., for the above installations in order to supply service at the property locations as given above or on the reverse side of this application.

It is understood and agreed that service shall be supplied and used only in accordance with the Rules, Regulations and Rates of the Company as now on file at the Company's office as noted above and with the Florida Public Service Commission, and any modifications, alterations, or amendments thereof, which may hereafter become effective.

It is understood and agreed that failure of the Applicant to give five (5) days advanced written notice to have service discontinued will make the Applicant liable for all charges against these premises until five days after the Company has knowledge that the Applicant has vacated the premises or otherwise discontinued service.

PARKLAND UTILITIES, INC.

Accepted for the Company

Signed by Applicant  
Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991



Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charles H. Hill".

Director  
Division of Water and Sewer

Vice president  
TITLE



Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charles H. Hill".

Director  
Division of Water and Sewer

Cancels

THIRD REVISED SHEET NO. 26.0  
Second Revised Sheet No. 26.0

NAME OF COMPANY Parkland Utilities, Inc.

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Service Availability Policy .....	27.0 - 27.2
Schedule of Fees and Charges .....	28.0

*[Handwritten signature]*  
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Florida Public Service Commission

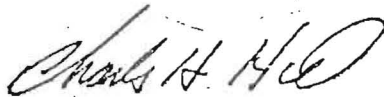
**APPROVED**

Authority No. 87-117

DOCKET NUMBER 860184-PU

ORDER NUMBER 16971

JULY 21, 1987



DIRECTOR, WATER & SEWER DEPT.

NAME OF COMPANY PARKLAND UTILITIES, INC.SERVICE AVAILABILITY POLICY

The utility provides water and sewer service to both residential and commercial customers. However, no formal service availability policy has been maintained, nor is one anticipated to be required. In addition, there are no developer agreements in existence and none are contemplated, even though the water distribution and sewage collection systems are contributed by the developer.

The utility is authorized to collect both water and sewer plant capacity charges. Also, a meter installation fee is charged for all new meters installed.

Allan W. Sones, V. P.

THIRD REVISED SHEET NO. 27.1  
CANCELS SECOND REVISED SHEET NO. 27.1

COMPANY NAME PARKLAND UTILITIES, INC.  
WATER TARIFF

HELD FOR FUTURE USE

EFFECTIVE DATE: October 20, 1996

TYPE OF FILING: Cancellation of Gross-up Tariff Authority

RON NUNES  
ISSUING OFFICER

VICE PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-96-0213

DOCKET NO. 960965-WS

ORDER NO. PSC-96-1180-FOF-WS

EFFECTIVE October 20, 1996

*Charles H. Hill*

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

THIRD REVISED SHEET NO. 27.2  
CANCELS SECOND REVISED SHEET NO. 27.2

COMPANY NAME PARKLAND UTILITIES, INC.  
WATER TARIFF

HELD FOR FUTURE USE

EFFECTIVE DATE: October 20, 1996

TYPE OF FILING: Cancellation of Gross-up Authority

RON NUNES  
ISSUING OFFICER

VICE PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

**APPROVED**

AUTHORITY NO. WS-96-0213

DOCKET NO. 960965-WS

ORDER NO. PSC-96-1180-FOF-WS

EFFECTIVE October 20, 1996

*Charles H. Hill*

DIRECTOR  
DIVISION OF WATER AND WASTEWATER



Cancels

FIRST REVISED SHEET NO. 28.0  
Original Sheet No. 28.0

NAME OF UTILITY: Parkland Utilities, Inc.

SCHEDULE OF FEES AND CHARGES

WATER

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NUMBER</u>
Plant Capacity Charge		27.0
Residential - per ERC (350 GPD)	\$250.00	
All others - per gallon	\$ .7143	
Meter Installation Fee		27.0
5/8" x 3/4"	\$100.00	
1"	\$150.00	
1 1/2"	\$250.00	
2"	\$350.00	
3"	\$600.00	
Over 3"	Actual Cost	
Tax Impact of CIAC	Actual Cost	27.1 - 27.2

Florida Public Service Commission

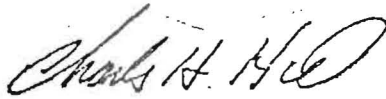
**APPROVED**

Authority No. 87-117

DOCKET NUMBER 860184-PU

ORDER NUMBER 16971

JULY 21, 1987



DIRECTOR, WATER & SEWER DEPT.

WASTEWATER TARIFF

PARKLAND UTILITIES, INC.

---

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Florida Public Service Commission

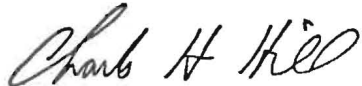
APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charles H. Hill".

Director  
Division of Water and Sewer

WASTEWATER TARIFF

PARKLAND UTILITIES, Inc.

NAME OF COMPANY

7501 South Cypress Head Drive

Parkland, Florida 33067

(ADDRESS OF COMPANY)

(305) 753-7906

(305) 753-7906

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Ronald M. Nunes

ISSUING OFFICER

Vice-President

TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing .....	N/A
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Service Availability Policy .....	22.0
Standard Forms .....	18.0
Technical Terms and Abbreviations .....	5.0 - 5.1
Territory Served .....	3.0 - 4.0

Ronald M. Nunes  
ISSUING OFFICER  
Vice- President  
TITLE

Florida Public Service Commission

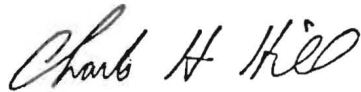
APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, reading "Charles H. HEO".

Director  
Division of Water and Sewer



NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 185S

COUNTY - Broward

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
7092	01/22/76	750641-S	Transfer
PSC-01-0974-FOF-WS	04/02/01	001825-WS	Extension

Ronald M. Nunes

ISSUING OFFICER

Vice President

TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-01-0121

DOCKET NO. 001825-WS

ORDER NO. PSC-01-0974-FOF-WS

EFFECTIVE October 11, 2001

*DAN HOPPE*

DIRECTOR  
DIVISION OF REGULATORY OVERSIGHT

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

The North half of Section 2, Township 48 South, Range 41 East, less and except therefrom: The East three quarters of the East half of the East half; and that portion of the West half of the West half of the East half of the East half, lying and being North of the South line of the North 2,123.00 feet; and the East 1,320.00 feet of the North 1,320.00 feet (as measured along the North and East lines) thereof;

Together with:

All of said Section 35, Township 47 South, Range 41 East, lying southerly of the Hillsboro Canal (State Road 827);

The above two sections, lying and being in Broward County, Florida.

Together with:

All of said Section 26, Township 47 South, Range 41 East, Lying southerly of the Hillsboro Canal (State Road 827); said portion of Section 26, lying and being in Palm Beach County, Florida.

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-01-0121

DOCKET NO. 001825-WS

ORDER NO. PSC-01-0974-FOF-WS

EFFECTIVE October 11, 2001

*DAN HOPPE*

DIRECTOR  
DIVISION OF REGULATORY OVERSIGHT

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - Parkland Utilities, Inc.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with wastewater service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of such wastewater service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying wastewater service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charles H. HEO".

Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF COLLECTION" - For wastewater systems, "Point of Collection" shall mean the point at which the Company's piping, fittings, and valves connect with the customer's piping, fittings, and valves.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of collection which includes all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

Ronald M. Nunes

ISSUING OFFICER

Vice President

TITLE

Florida Public Service Commission

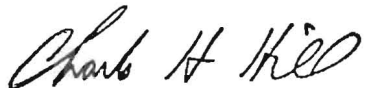
APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charles H. Hill".

Director  
Division of Water and Sewer



NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	11.0	13.0
Adjustment of Bills .....	13.0	21.0
Applications by Agents .....	8.0	4.0
Billing Periods .....	11.0	15.0
Change of Customer's Installation .....	10.0	10.0
Change of Occupancy .....	12.0	19.0
Continuity of Service .....	10.0	8.0
Delinquent Bills .....	12.0	16.0
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(Continued to Sheet No. 7.0 )

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

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Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Protection of Company's Property .....	11.0	12.0
Right of Way or Easements .....	11.0	14.0
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Tax Clause .....	12.0	18.0
Type and Maintenance .....	10.0	9.0
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Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

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

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

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

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

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

(Continued to Sheet No. 9.0)

Ronald M. Nune  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

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Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991



Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No.8.0 )

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

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

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

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

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

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

(Continued to Sheet No. 10.0)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission


APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, reading "Charles H. Kell".

Director  
Division of Water and Sewer



NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

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

- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and

(Continued to Sheet No. 11.0)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission


APPROVED

Authority No. WS-90-0357

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

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

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

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

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

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

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

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

(Continued to Sheet No. 12.0)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

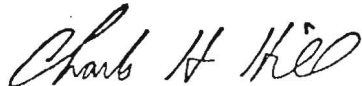
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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 11.0 )

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

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

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

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

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

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

(Continued to Sheet No. 13.0 )

Ronald M. Nunes  
ISSUING OFFICER  
Vice President  
TITLE

Florida Public Service Commission

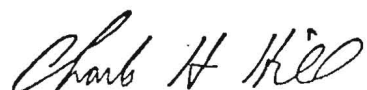
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Effective May 21, 1991

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

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

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

- 20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350 and 25-30.340, Florida Administrative Code.

(Continued to Sheet No. 14.0)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

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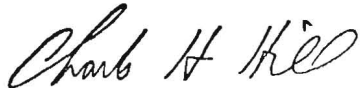
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Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

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Director  
Division of Water and Sewer



NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

- 22.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.
- 23.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	17.2 - 17.3
General Service, GS .....	16.0
Miscellaneous Service Charges .....	17.4
Multi-Residential Services, MS .....	17.1
Residential Service, RS .....	17.0

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ISSUING OFFICER

Vice President  
TITLE

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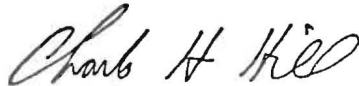
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Effective May 21, 1991

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Director  
Division of Water and Sewer

GENERAL SERVICE  
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - For wastewater service to all 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 - Monthly:

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 13.19
Full 3/4"	19.83
1"	33.07
1 1/2"	66.20
2"	105.89
3"	211.78
4"	330.91
6"	661.75
8"	1,058.89

GALLONAGE CHARGE - \$6.57 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - July 21, 2009

TYPE OF FILING - 2009 Pass-Through Index

Ronald Nunes  
ISSUING OFFICER

Vice President  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

**APPROVED**

AUTHORITY NO. WS-09-0071

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE: July 21, 2009

*Tim Devlin*

DIRECTOR  
DIVISION OF ECONOMIC AND REGULATION

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the company.

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

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

RATE - Monthly:

<u>Meter Size</u>	<u>Base Facility Charge</u>	<u>Per 1,000 Gallons</u>
All Sizes	\$ 13.19	\$6.57 ***

\*\*\* Maximum  
10,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - July 21, 2009

TYPE OF FILING - 2009 Pass-Through Index

Ronald Nunes  
ISSUING OFFICER

Vice President  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

**APPROVED**

AUTHORITY NO. WS-09-0071

DOCKET NO. N/A

ORDER NO. N/A

EFFECTIVE: July 21, 2009

*Tim Devlin*

DIRECTOR  
DIVISION OF ECONOMIC AND REGULATION



NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD -

RATE -

Held for future use

BASE FACILITY CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING -

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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 Company's Rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following: \$10.00 for an amount necessary to cover minimum charges for service for three (3) periods, which ever is greater.

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

(Continued to Sheet No. 17.3)

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
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Florida Public Service Commission


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Authority No. WS-90-0357

Docket No. 900598-WS

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 17.2)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of December each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceeding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

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

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

EFFECTIVE DATE - May 21, 1991

TYPE OF FILING - Staff-Assisted Rate Case

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

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Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGE

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE - May 21, 1991

TYPE OF FILING - Staff-Assisted Rate Case

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

*Charles H. Heo*

Director  
Division of Water and Sewer



NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

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

Ronald M. Nunes

ISSUING OFFICER

Vice President

TITLE

Florida Public Service Commission


APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charles H. Hill".

Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Ronald M. Nunes

ISSUING OFFICER

Vice President

TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charb H. Hilo".

Director  
Division of Water and Sewer

NAME OF COMPANY PARKLAND UTILITIES, INC.  
WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE  
*Parkland Utilities, Inc.*

Address ALL CORRESPONDENCE TO BUSINESS OFFICE:  
7401 Holmberg Road, Parkland, FL. 33067 Phone 753-7906

WATER AND WASTEWATER PLANT:  
8001 Parkside Drive, Parkland, FL. 33067

Date: \_\_\_\_\_

APPLICATION FOR WATER & SEWER SERVICE

Name of Applicant: \_\_\_\_\_ Account No. \_\_\_\_\_  
Service Address: \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Type of Service: Water and Sewer ☒ Water \_\_\_\_\_ Sewer \_\_\_\_\_  
No. of Services: 1 Size: 1"  
No. of Meters: 1 Size: 3/4"  
No. of Meter Vaults: 1 Size: \_\_\_\_\_  
Tap-In and/or Vault Receipt No. \_\_\_\_\_

Application is hereby made to Parkland Utilities, Inc., for the above installations in order to supply service at the property locations as given above or on the reverse side of this application.

It is understood and agreed that service shall be supplied and used only in accordance with the Rules, Regulations and Rates of the Company as now on file at the Company's office as noted above and with the Florida Public Service Commission, and any modifications, alterations, or amendments thereof, which may hereafter become effective.

It is understood and agreed that failure of the Applicant to give five (5) days advanced written notice to have service discontinued will make the Applicant liable for all charges against these premises until five days after the Company has knowledge that the Applicant has vacated the premises or otherwise discontinued service.

PARKLAND UTILITIES, INC.

Accepted for the Company

Signed by Applicant

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

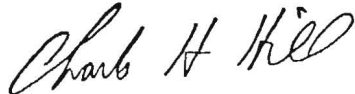
APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

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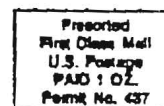
Director  
Division of Water and Sewer

## WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

[illegible]

\*LIFE IN HUNDREDS OF GALLONS OF WATER  
OR HUNDREDS OF CUBIC FEET OF GAS



P.O. Box 59000J, Miami, Florida 33269-0078

TOTAL DUE	

Ronald M. Nunes  
ISSUING OFFICER

Vice President  
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-90-0357

Docket No. 900598-WS

Order No. 24417

Effective May 21, 1991

A handwritten signature in cursive script, appearing to read "Charles H. KEO".

Director  
Division of Water and Sewer



Cancels      THIRD REVISED SHEET NO. 22.0  
                 Second Revised Sheet No. 22.0

NAME OF COMPANY      Parkland Utilities, Inc.

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Service Availability Policy .....	23.0 - 23.2
Schedule of Fees and Charges .....	24.0

*[Handwritten signature]*  
J. L. HARRIS  
PRESIDENT

Florida Public Service Commission

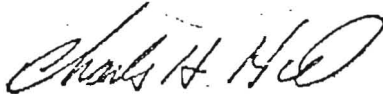
**APPROVED**

Authority No. 87-117

DOCKET NUMBER 860184-PU

ORDER NUMBER 16971

JULY 21, 1987



DIRECTOR, WATER & SEWER DEPT.

NAME OF COMPANY PARKLAND UTILITIES, INC.SERVICE AVAILABILITY POLICY

The utility provides water and sewer service to both residential and commercial customers. However, no formal service availability policy has been maintained, nor is one anticipated to be required. In addition, there are no developer agreements in existence and none are contemplated, even though the water distribution and sewage collection systems are contributed by the developer.

The utility is authorized to collect both water and sewer plant capacity charges. Also, a meter installation fee is charged for all new meters installed.

Allan W. Sones, V. P.

THIRD REVISED SHEET NO. 23.1  
CANCELS SECOND REVISED SHEET NO. 23.1

COMPANY NAME PARKLAND UTILITIES, INC.  
WASTEWATER TARIFF

HELD FOR FUTURE USE

EFFECTIVE DATE: October 20, 1996

TYPE OF FILING: Cancellation of Gross-up Tariff Authority

RON NUNES  
ISSUING OFFICER

VICE PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

**APPROVED**

AUTHORITY NO. WS-96-0213

DOCKET NO. 960965-WS

ORDER NO. PSC-96-1180-FOF-WS

EFFECTIVE October 20, 1996

*Charles H. Hall*

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

THIRD REVISED SHEET NO. 23.2  
CANCELS SECOND REVISED SHEET NO. 23.2

COMPANY NAME PARKLAND UTILITIES, INC.  
WASTEWATER TARIFF

HELD FOR FUTURE USE

EFFECTIVE DATE: October 20, 1996

TYPE OF FILING: Cancellation of Gross-up Tariff Authority

RON NUNES  
ISSUING OFFICER

VICE PRESIDENT  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

**APPROVED**

AUTHORITY NO. WS-96-0213

DOCKET NO. 960965-WS

ORDER NO. PSC-96-1180-FOF-WS

EFFECTIVE October 20, 1996

*Charles H. Hill*

DIRECTOR  
DIVISION OF WATER AND WASTEWATER

Cancels FIRST REVISED SHEET NO. 24.0  
Original Sheet No. 24.0

NAME OF COMPANY Parkland Utilities, Inc.

SCHEDULE OF FEES AND CHARGES

SEWER

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NO.</u>
Plant Capacity Charge		23.0
Residential - per ERC (350 GPD)	\$500.00	
All others - per gallon	\$ 1.4286	
Tax Impact of CIAC	Actual Cost	23.1 - 23.2



Florida Public Service Commission

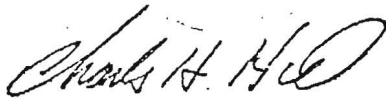
**APPROVED**

Authority No. 87-117

DOCKET NUMBER 860184-PU

ORDER NUMBER 16971

JULY 21, 1987



DIRECTOR, WATER & SEWER DEPT.

## Exhibit F

### Water and Wastewater Certificates

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

242 - W

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

PARKLAND UTILITIES, INC.

Whose principal address is:


8001 Parkside Drive  
Parkland, FL 33067-1675 (Broward County)

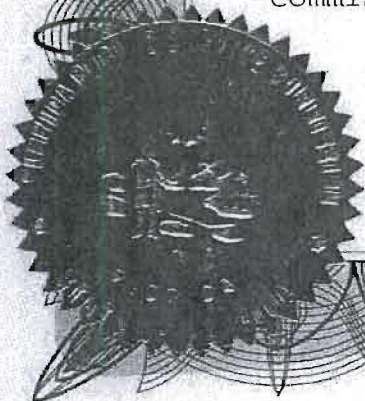
to provide water service in accordance with the provision  
of Chapter 367, Florida Statutes, the Rules, Regulations  
and Orders of this Commission in the territory described  
by the Orders of this Commission.

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

ORDER	7092	DOCKET	750640-W
ORDER	PSC-01-0974-FOF-WS	DOCKET	001825-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

  
Commission Clerk and Administrative Services Director





# FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

185 - S

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

PARKLAND UTILITIES, INC.

Whose principal address is:

8001 Parkside Drive  
Parkland, FL 33067-1675 (Broward County)

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

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

ORDER	7092	DOCKET	750641-S
ORDER	PSC-01-0974-FOF-WS	DOCKET	001825-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

*Blaine S. Lays*

Commission Clerk and Administrative Services Director

## Exhibit G

Notice of Application Affidavit  
(to be late-filed)

## Exhibit H

### Customer Notice Affidavit (to be late-filed)

# Exhibit I

Proof of Publication Affidavit  
(to be late filed)