

UTILITIES, INC.

2335 Sanders Road
Northbrook, Illinois 60062-6196
(847) 498-6440
Fax: (847) 498-2066

~~DEPOSIT TREAS. REC. DATE~~
~~D269 FEB 27 '96~~

DEPOSIT TREAS. REC. DATE
D270 FEB 27 '96

February 21, 1996

Ms. Blanco S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

96 0235-WS

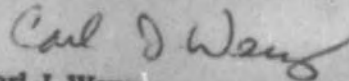
RE: **Application for Transfer of Certificate Nos. 404-W and 341-S from Econ Utilities Corp. to Wedgefield Utilities, Inc. in Orange County Florida.**

Dear Ms. Bayo:

Enclosed for filing are an original and 12 copies of an Application for Transfer of Certificate Nos. 404-W and 341-S. Two additional copies of the tariffs are also included.

If you have any questions, please contact me directly.

Respectfully submitted,



Carl J. Wenz
Vice President, Regulatory Matters

ADMINISTRATION
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DOCUMENT NUMBER-DATE
02377 FEB 27 '96
FPSC-RECORDS/REPORTING

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

TO: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the transfer of Water Certificate No. 404-W and Sewer Certificate No. 341-S for facilities in Orange County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Econ Utilities Corporation (305) 971-9100
Name of Transferor Phone No.

1301 West Copan Road
Office street address

Pampano Beach FL 33061
City State Zip Code

Mailing address if different from above

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

Wedgfield Utilities, Inc. (407) 869-1919
Name of Transferor Phone No.

200 Weathersfield Avenue
Office street address

Altamonte Springs FL 32714
City State Zip Code

Mailing address if different from above

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

Mr. Carl J. Wenz
Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062
(708) 498-6440

and

Mr. Ben E. Girtman
Attorney at Law
1020 East Lafayette
Tallahassee, FL 32301
(904) 656-3232

- D) Indicate the organizational character of the transferee:
(Circle one)

Corporation

Partnership

Sole Proprietorship

Other _____

(specify)

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

Wedgefield Utilities, Inc. was incorporated on January 23, 1996, in the state of Florida. It is a wholly-owned subsidiary of Utilities, Inc., an Illinois Corporation.

- F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors.

Wedgefield Utilities, Inc. is a wholly-owned subsidiary of Utilities, Inc. The officers and directors of Utilities, Inc. are as follows:

<u>Name</u>	<u>Office</u>	<u>Directors</u>
Perry B. Owens	Chairman & C.E.O	Ralph A. Bard, Jr.
James L. Camaren	Vice Chairman	Harrington Bischof
Lawrence N. Schumacher	President	James L. Camaren
Patrick J. O'Brien	Senior V. P	Jon R. Lind
David H. Demaree	Senior V. P	Perry B. Owens
Andrew N. Dopuch	Vice President	Daniel C. Searle
Stephen T. Kennedy	Vice President	Robert K. Wolfe
Carl J. Wenz	Vice President, Regulatory Matters	

The address of Utilities, Inc. and its officers and directors is 2335 Sanders Road, Northbrook, IL 60062. The officers and directors of Wedgefield Utilities, Inc. will be chosen from the above group of officers and directors.

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

N/A.

PART II

FINANCIAL AND TECHNICAL INFORMATION

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

This transfer is in the public interest. Utilities, Inc. (UI) has approximately 31 years of experience in the water and wastewater utility industry. UI was formed in 1965 with the objective of acquiring small water and sewer companies. By centralizing the management, accounting, billing and data processing functions, these companies can achieve economies of scale that would be unattainable on a stand-alone basis. These companies are typically troubled and undercapitalized. They are primarily developer owned and with little experience in operating utilities. At the present time, UI provides safe and reliable water and sewer service to approximately 150,000 customers in 13 states. A list of Utilities, Inc.'s Florida subsidiaries is shown on Exhibit A. UI focuses solely on the ownership and operation of small utility systems and has vast experience improving and operating facilities. In addition, UI has both the regulatory experience and financial wherewithal to ensure consistent compliance with environmental regulations. UI's experience in operating water and sewer utilities will provide depth to Wedgefield Utilities, Inc. on both a day-to-day basis as well as during emergencies. UI has operated other water and wastewater utilities in Florida under the regulation of the Florida Public Service Commission since 1976. UI's existing Florida subsidiaries are in good standing with the Commission. For these reasons, the public interest would be best served by the proposed transfer of ownership.

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

Please see Exhibit A for a list of Utilities, Inc. subsidiaries.

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

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

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

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

Please see Exhibit B for a copy of the water and sewer asset purchase agreement.

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

None.

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

The purchase of the assets of Wedgefield Utilities, Inc. is a cash transaction. There are, therefore, no entities which have provided or will provide funding to the Transferee in connection with this transfer.

- F) Exhibit _____ - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

The purchase of the assets of Wedgefield Utilities, Inc. is a cash transaction. There are, therefore, no entities which have provided or will provide funding to the Transferee in connection with this transfer.

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

Net Book Value as of 12/31/94 was approximately \$2,930,836. The net book value at 12/31/95 to reflect additions and retirements will be established in this proceeding.

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

No acquisition adjustment is sought by the Transferee.

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

Mr. John O. Forrer, Chairman
Econ Utilities Corporation
664 South Military Rd.
Deerfield Beach, FL 33442
(407) 568-5868

- J) Exhibit _____ - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

The books and records have been requested to be provided at the time of the final closing. The books and records will be transferred to the buyer upon Commission approval of the transfer. However, the books and records will be available to the Commission Staff during this proceeding.

- K) Exhibit _____ - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

The tax returns have been requested to be provided at the time of the final closing. The tax returns will be transferred to the buyer upon Commission approval of the transfer.

- L) Exhibit _____ - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the systems is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violations (s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

At the present time, the buyer is not aware of any outstanding Notice of Violation or any outstanding DEP consent order. An engineering study of the water and sewer system conducted in 1995 indicated that several improvements will soon be required to maintain regulatory compliance and adequate service. These improvements will be thoroughly evaluated once the utility is transferred. Reliable estimates of costs of construction can only be made after complete and final design. However, engineering estimates are as follows:

Rebuild irrigation pump station	\$20,000
Construct a Emergency Percolation Basin	\$84,000
Expand Equalization Basin	\$60,000
Spray Irrigation System Improvements	\$85,000
Construct Well & Softener	\$160,000

PART III NOTICE OF ACTUAL APPLICATION

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

This will be provided as a late filed exhibit once the notices have been sent.

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

This will be provided as a late filed exhibit once the notices have been sent.

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

This will be provided as a late filed exhibit once the notice has been published.

PART IV

FILING FEE

Indicate the filing fee enclosed with the application:

\$3,000.00 (one fee for water and one for wastewater)

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

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

PART V

OTHER

- A) Exhibit C - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

Please see Exhibit C.

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

The Transferee requests authority to collect the existing water and sewer rates and charges currently authorized.

- C) Exhibit _____ The utility's current certificate (s) or, if not available, an explanation of the steps the applicant took to obtain the certificate (s).

The utility has conducted a thorough search of its files and has been unable to locate the certificates. The certificates are apparently lost.

PART VI

AFFIDAVIT

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

Carl J. Wenz
(Applicant)

BY: Carl J. Wenz Vice President
Name and Title*

Subscribed and sworn to before me this 21ST
of FEBRUARY 19 96

Phil Ann Scully
Notary Public

"OFFICIAL SEAL"
Phil Ann Scully
Notary Public, State of Illinois

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

WEDGEFIELD UTILITIES, INC.
Application for transfer of Certificate 404-W and Facilities

February, 1998

EXHIBIT A

LIST OF UTILITIES, INC. SUBSIDIARIES

See Application, Page 2 Part II a) and Page 3 Part II B).

UTILITIES, INC.

List of Affiliates - All 100% Wholly-Owned Subsidiaries

Certification		
Water	Sewer	\$1

FLORIDA:

MID-COUNTY SERVICES, INC.	S		496		
LAKE UTILITY SERVICES, INC.	W			305, 229,	225
UTILITIES, INC. OF FLORIDA	W&S	410,040, 107, 204,	278		308
MILES GRANT WATER & SEWER COMPANY	W&S		352		58
TIERRA VERDE UTILITIES, INC.	S				347
LAKE PLACID UTILITIES, INC.	W&S		414		379
ALAFAYA UTILITIES, INC.	S			n/a-Hillsborough County	
PEBBLE CREEK UTILITIES, INC.	W&S			n/a-Hillsborough County	
EASTLAKE WATER SERVICE CORP.	W&S			PSC Approval pending	
LONGWOOD UTILITIES, INC.	S			PSC Approval pending	
GREENRIDGE UTILITIES, INC.	S			PSC Approval pending	
WEDGEFIELD UTILITIES, INC.	W&S				

ILLINOIS:

APPLE CANYON UTILITY COMPANY	W
CAMELOT UTILITIES, INC.	W&S
CHARMAR WATER COMPANY	W
CHERRY HILL WATER COMPANY	W
CLARENDON WATER COMPANY	W
COUNTY LINE WATER COMPANY	W
DEL MAR WATER CO.	W&S
FERSON CREEK UTILITIES COMPANY	W&S
GALENA TERRITORY UTILITIES, INC.	W
KILLARNEY WATER CO.	W
LAKE HOLIDAY UTILITIES CORP.	W
LAKE WILDWOOD UTILITIES CORP.	W
LAKE MARIAN UTILITIES, INC.	W
VALENTINE WATER SERVICE, INC.	W
WHISPERING HILLS WATER COMPANY	S
MEDINA UTILITIES CORPORATION	S
CEDAR BLUFF UTILITIES, INC.	W&S
HARBOR RIDGE UTILITIES, INC.	W
GREAT NORTHERN UTILITIES, INC.	W
NORTHERN HILLS UTILITIES, INC.	
ILLINOIS CORPORATE TRAVEL, INC.	
WATER SERVICE CORP.	

LOUISIANA:

LOUISIANA WATER SERVICE, INC.	W&S
UTILITIES INC. OF LOUISIANA	W&S

MARYLAND:

UTILITIES, INC. OF MARYLAND	W&S
GREENRIDGE UTILITIES, INC.	W
PROVINCES UTILITIES, INC.	W
MARYLAND WATER SERVICE, INC.	W&S

VIRGINIA:

COLCHESTER PUBLIC SERVICE CORP.	S
MASSANUTTEN PUBLIC SERV. CORP.	W&S

OHIO:

HOLIDAY SERVICE CORP.	W
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GEORGIA:

SKIDAWAY ISLAND UTILITIES, INC.	W&S
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INDIANA:

TWIN LAKES UTILITIES, INC.	W&S
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MISSISSIPPI:

CHARLESTON UTILITIES, INC.	W&S
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SOUTH CAROLINA:

CAROLINA WATER SERVICE, INC.	W&S
SOUTHLAND UTILITIES, INC.	W
UNITED UTILITY COMPANIES, INC.	W&S
SOUTH CAROLINA UTILITIES, INC.	S
TEGA CAY WATER SERVICE, INC.	W&S
LAND AND LAB TECHNOLOGY, INC.	

NORTH CAROLINA:

CAROLINA WATER SERVICE INC. OF N.C.	W&S
CMS SYSTEMS, INC.	W&S
WATAUGA VISTA WATER CORPORATION	W
CAROLINA TRACE UTILITIES, INC.	W&S
TRANSYLVANIA UTILITIES, INC.	W&S
ELK RIVER UTILITIES, INC.	W&S

TENNESSEE:

TENNESSEE WATER SERVICE, INC.	W
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PENNSYLVANIA:

UTILITIES, INC. OF PENNSYLVANIA	S
PENN ESTATES UTILITIES, INC.	W&S

WEDGEFIELD UTILITIES, INC.
Application for transfer of Certificate 404-W and Facilities

February, 1996

EXHIBIT B

PURCHASE AGREEMENT

See Application, Page 3 Part II C).

ECON UTILITIES - ASSET PURCHASE AGREEMENT

ORANGE COUNTY, FLORIDA

This Agreement is entered into on this 17th day of January, 1996 by and between Econ Utilities Corporation, a Florida corporation, (hereinafter referred to as "Seller") and Utilities, Inc., an Illinois corporation (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS the Seller is the owner of a water supply, storage and distribution system, as well as a sewage collection, treatment and disposal system which has been installed to provide central water and sewer service to approximately 1,400 developed lots and a commercial area within the Wedgefield residential community and surrounding area, located in Orange County, Florida, and more fully described on Exhibit 1, attached, (hereinafter referred to as the "Property"); and

WHEREAS Purchaser is engaged through its operating subsidiaries in the business of furnishing water and sewer service to the public in various communities throughout the United States. Purchaser desires to acquire, and Seller desires to sell the water supply, storage and distribution facilities, as well as the sewage collection, treatment and disposal facilities (collectively the "Facilities") installed to provide water and sewer service to the Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS BY SELLER

Seller represents and warrants that:

- 1) Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Seller's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a public water supply, storage and distribution system, as well as a sewage collection, treatment and disposal system.
- 2) Seller is, and at the interim closing (the "Interim Closing" as hereinafter defined) will be, the owner of the Facilities with good and marketable title, free and clear of all liens and encumbrances except as otherwise indicated on the title insurance policy delivered pursuant to Article III paragraph (b) (iv).
- 3) Seller has obtained from the Florida Public Service Commission (hereinafter referred to as the "Commission") a Certificate of Public Convenience and Necessity, and authorization and approval of rates, rules and regulations for water and sewer service within the Property.

- 4) Seller will cooperate fully with Purchaser in any and all applications or petitions to public authorities deemed necessary or desirable by Purchaser in connection with the purchase of the Facilities from Seller as contemplated herein.
- 5) Attached hereto as Exhibit 2 is a detailed list of the personal Facilities, as well as a legal description of the real estate of Seller to be acquired by Purchaser, pursuant to this Agreement. Said Facilities include all water and sewer utility assets, equipment and real estate owned or leased by the Seller within the Property, including but not limited to two wells, a 350,000 gallon storage tank, a 12,000 gallon pneumatic tank, and a complete central water distribution system, a contact stabilization sewage treatment plant with tertiary filters with a design capacity of approximately 200,000 gallon per day, a five acre storage pond and spray irrigation disposal system, and a complete central sewer collection system.
- 6) Attached hereto as Exhibit 3 is a list, signed by the Seller, and briefly describing, as of the date of this Agreement, the following:
 - (a) To the best of Seller's knowledge all pending or threatened actions at law, suits in equity or administrative proceedings relating to the Facilities;
 - (b) All contracts or obligations of any nature between Seller and any other party, including all developer agreements relating to the Facilities.
- 7) Except as indicated in Exhibit 3:
 - (a) Seller has, or at the Interim Closing will have all necessary permits, licenses and easements (including sufficient rights to access) for its water and sewer utility business;
 - (b) To the best of Seller's knowledge, the Facilities of Seller have been installed within the easements relating thereto and in accordance with all necessary permits or licenses;
 - (c) At the Interim Closing, the Facilities of Seller have been constructed and will be capable of operation in accordance with at least the minimum standards, requirements, rules and regulations of all governmental bodies, and regulatory agencies which may have jurisdiction thereover.
- e) Except as indicated in Exhibit 3, there are no pending or, to Seller's knowledge, threatened actions at law or suits in equity relating to the Facilities, or any pending or, to Seller's knowledge, threatened proceedings before the Commission or any other governmental agency.
- 9) Except as indicated in Exhibit 3, there are no contracts or obligations of any nature between Seller and any other party relating to the Facilities.

- 10) Neither Seller nor any entity or individual affiliated with Seller has executed any agreement with purchasers of lots within the Property, or any other parties, whereunder such purchasers or other parties have acquired any ownership interest in the Facilities used or to be used in rendering service to them.
- 11) Between the date hereof and the Interim Closing, the water and sewer utility business of Seller will be operated in the ordinary course and Seller will, at all reasonable times, permit Purchaser, its attorneys and agents, to examine Seller's books, accounts, and other records and physical properties relating to the Facilities.
- 12) Prior to the Interim Closing and subject to final approval of the Commission, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller.
- 13) Seller has filed all tax returns which are required to be filed, and each such return which has been filed is true and correct, and Seller has paid all taxes shown as payable on such returns when and as required by applicable law.
- 14) No representation or warranty by Seller in this Agreement, or any statement or certificate furnished or to be furnished to Purchaser pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- 15) Seller hereby represents and warrants to Purchaser that Seller has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary corporate action of Seller.

ARTICLE II

REPRESENTATIONS BY PURCHASER

Purchaser represents and warrants that:

- 1) Following Commission approval of the transfer of the existing utility franchise, Purchaser shall timely file a petition with the Commission for an extension of the franchise service area to include the approximate 16 acre existing shopping center as described on Exhibit 1a, the proposed 400 lot development referred to as the Commons (the "Commons") more fully described on Exhibit 1b, and the lots described on Exhibit 1c, and shall use its best efforts to seek approval of the franchise service area extension.

Purchaser agrees to petition the Commission for approval of the same rates, fees and charges within the property described in Exhibits 1(a), 1(b) and 1(c), as are currently in effect for the Property. Purchaser also agrees not to request in any future petitions before the Commission any reduction in the amount of the service availability charge applicable within the Commons.

- 2). Purchaser acknowledges that additional water supply, water storage and sewage treatment plant expansions will be required in the future to meet the reasonable utility needs of customers within the Property and the property described in Exhibits 1(a), 1(b) and 1 (c). Purchaser agrees to construct and install said supply, storage and treatment plant expansions on a timely basis to assure the orderly development of the Property and the property described in Exhibits 1(a), 1(b) and 1 (c).
- 3) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, with full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by all necessary corporate action of Purchaser.

ARTICLE III

INTERIM CLOSING AND PURCHASE PRICE

1) **Interim Closing**

- (a) The Interim Closing shall take place on February 8, 1996 at the offices of Seller's counsel, or at such other time and place as Seller and Purchaser may agree upon.
- (b) At the Interim Closing, the Seller will, upon due performance by Purchaser of its obligations under the Agreement, deliver to Purchaser:
 - (i) such good and sufficient special warranty deeds, bills of sale with covenants of warranty, and sufficient instruments of sale, in form and substance satisfactory to Purchaser's counsel, as shall be required to vest in Purchaser good, indefeasible and marketable title to all of the Facilities and related real estate used or to be used for the water supply and storage facilities, as well as the sewage collection and treatment facilities in the Property, free and clear of liens and encumbrances of every nature except as otherwise indicated on the title insurance policy delivered pursuant to Article III paragraph (b) (iv).

- (ii) all of the files, documents, papers, agreements, books of account, customer lists, original cost invoices, engineering drawings, and records pertaining to the water and sewer utility business conducted by Seller in the Property, other than its minute books and stock records, and any other records reasonably needed by Seller;
 - (iii) all orders, permits, licenses or certificates issued or granted to Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Facilities or the conduct of its water and sewer utility business; and
 - (iv) a title insurance policy in an amount of \$200,000 for all of the real estate listed on Exhibit 2 showing good and marketable title in Purchaser, subject only to the standard title exceptions, and such other exceptions as are reasonably acceptable to Purchaser. In the event there are title exceptions which are not acceptable to Purchaser, this Agreement shall terminate and neither party shall have any further obligations hereunder.
 - (v) An opinion of Counsel for Seller, dated as of the Interim Closing, that upon the execution of this Agreement by Seller and delivery to Purchaser of the Bill of Sale for the Facilities (other than real estate) Purchaser will have all of Seller's title to the Facilities (other than real estate) free and clear of any liens and encumbrances reflected by a filing under the Florida Uniform Commercial Code with the Department of State or by a filing in the Public Records of Orange County, Florida, as of a date no earlier than ten days prior to the Interim Closing.
- (c) Seller shall pay the cost of Title Insurance, Purchaser shall pay documentary stamps and recording costs.
- (d) At the Interim Closing and from time to time thereafter, Seller shall execute and deliver such further instruments of sale, conveyance, transfer and assignment, and take such other action as Purchaser may request, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Seller's Facilities, to confirm the title of Purchaser thereto and to assist Purchaser in exercising rights with respect thereto.

2) **Purchase Consideration**

At the Interim Closing Purchaser shall, upon due performance by Seller of its obligations under the Agreement, deliver to Seller the Initial Purchase Price (the "Initial Purchase Price") in the amount of \$545,000.00 (FIVE HUNDRED FORTY FIVE THOUSAND DOLLARS), increased by the amount of any current and/or accrued customer accounts receivable (which Seller represents and warrants will be collected at their face amount) transferred by Seller to Purchaser and decreased by any and all liabilities (current, accrued, long-term or other) assumed by Purchaser. Property Taxes (real and personal), for 1996 shall be pro-rated based on the date of Interim Closing and on the tax assessments and tax rates in effect for 1995.

In addition to the Initial Purchase Price consideration, Purchaser agrees to pay Seller the proceeds of every other service availability charge collected from new customers within the Commons connecting to the Facilities and receiving service thereby. Purchaser agrees to act as Seller's agent in the collection of said service availability charge and Purchaser shall have no right or interest in the service availability charge so collected on Sellers' behalf. Service availability charges will be forwarded to Seller by Purchaser quarterly based upon fifty percent (50%) of the amount collected by Purchaser from utility customers connected during the preceding three-month period.

ARTICLE IV

COMMISSION APPROVAL & INTERIM MANAGEMENT

1) **Commission Approval**

Within ten (10) days following the Interim Closing, Purchaser will file a petition with the Commission requesting approval of this Agreement and transfer of the Public Utility Franchise.

2) **Interim Management**

(a) Between the date of the Interim Closing and the Closing (the "Closing") as hereinafter defined, Purchaser shall, at the request of Seller, provide interim management of the water and sewer utility systems serving the Property in the ordinary course of business.

i) Purchaser agrees to manage and operate the facilities during the period of time between the date of the Interim Closing and the Closing in compliance with all laws, rules and regulations.

- ii) Purchaser agrees to maintain and keep in full force and effect both liability insurance and property insurance on the Facilities at least comparable to the insurance coverage of Seller as of the date of the Interim Closing (such insurance to name Seller as an additional insured party).
- (iii) All water and sewer service revenues or fees received and all expenses incurred during interim management of the Facilities shall be the property or responsibility of Purchaser.
- (iv) During interim management, Seller shall continue to employ all of the utility operating personnel directly serving the Property at their current level of compensation as identified on Exhibit 4 attached hereto, or in the case of new or replacement employees at salary levels established by Purchaser and benefit levels consistent with those provided to other employees by Seller.
- (v) In consideration of Purchaser's complete assumption of Seller's authority to direct all operational activities of said operating personnel during the interim management, Purchaser shall reimburse Seller for the aforementioned compensation of said operating personnel, including benefits and employment taxes.

ARTICLE V CLOSING

- 1) **Closing**
 - (a) The Closing shall take place within ten (10) days of Commission approval and/or denial of this Agreement at the offices of Seller's counsel, or at such other time and place as Seller and Purchaser may agree upon.
 - (b) In the event that, notwithstanding Purchaser's best efforts to obtain such approval, the approval of the Commission is denied, the Purchaser shall return to Seller all Facilities and documents then in existence unencumbered by any liens or other encumbrances except in existence at Interim Closing, and with representations and warranties similar to those provided by Seller at Interim Closing, and Seller shall return to Purchaser the Initial Purchase Price.

ARTICLE VI GENERAL

- 1) Upon completion of the Interim Closing, Purchaser agrees to supply all customers within the Property with adequate and customary water and sewer utility service, and to operate, maintain and repair all Facilities acquired herein.

- 2) The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
- 3) Any notice of delivery required to be made hereunder may be made by mailing a copy thereof addressed to the appropriate party as follows:

If to Purchaser:

Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062
Attn: Perry B. Owens
Chairman & Chief Executive Officer

If to Seller:

Econ Utilities Corporation
664 South Military Trail
Deerfield Beach, FL 33442
Attn: Mr. John O. Forrer
Chairman

Delivery when made by registered or certified mail, shall be deemed complete upon mailing.

- 4) The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.
- 5) This Agreement shall be governed by the laws of the State of Florida.
- 6) The representations and warranties contained herein shall survive, and continue in effect, for one (1) year after the Interim Closing. Purchaser agrees to indemnify Seller, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Purchaser under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Seller by Purchaser; Seller agrees to indemnify Purchaser, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost, accruing or resulting from any misrepresentation or breach of any representation, or warranty or agreement made or to be performed by Seller under this Agreement or from any misrepresentation in or material omission from any certificate or other documents furnished or to be furnished to Purchaser by Seller.
- 7) Purchaser agrees to indemnify and hold harmless Seller against any loss, damage, liability, expense or cost accruing or resulting from any mismanagement of the Facilities by Purchaser between the dates of the Interim Closing and the Closing.
- 8) If this Agreement is not executed by both Purchaser and Seller prior to January 30, 1996 then the terms and conditions herein are waived with no further obligations or responsibility to either party.

9) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. It is specifically understood that Purchaser intends to transfer its rights and obligations under this Agreement to a separate wholly-owned subsidiary of Utilities, Inc.

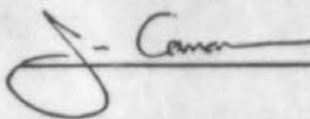
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

UTILITIES, INC.

By 

Chairman & Chief Executive Officer

ATTEST:

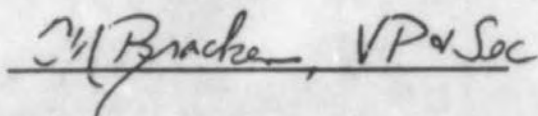


ECON UTILITIES CORPORATION

By 

GERALD F. BLAKE, PRESIDENT

ATTEST:



12

MEMORANDUM OF CLOSING AGREEMENTS

This Memorandum of Closing Agreements is an integral part of the Econ Utilities - Asset Purchase Agreement, Orange County, Florida (the "Agreement"), dated January 17, 1996 and executed between Econ Utilities Corporation (the "Seller") and Utilities, Inc. as subsequently assigned to Wedgefield Utilities, Inc. (the "Purchaser"), and as such, it also is subject to approval by the Florida Public Service Commission ("FPSC") as part of the application for transfer.

1. Seller owns and operates water and sewer utility systems in Orange County, Florida, and holds water certificate 404W and sewer certificate 341S issued by the FPSC. The FPSC company code is WS062. The current location of the utility is 20751 State Road 520, Orlando, Florida 32833-3988, and its mailing address is 664 South Military Trail, Deerfield Beach, Florida 33442-3023. Its service territory is located within Township 23 South, Range 32 East, Sections 1 and 12. (See PSC Order No. 12315 issued on August 4, 1983 in Docket No. 820323-WS.)

2. As used in the Agreement, the term "Property" includes the land described in Exhibits 1, 1a, 1b and 1c. References in various legal descriptions relevant to the operation of this utility include, among other things, the plat of Cape Orlando Estates and its previous name, Rocket City, which refer to the same development.

3. The property (whether real property, fixtures or personal property) being sold and conveyed from Seller to Purchaser pursuant to the Agreement includes, but is not limited to, all the property listed in: 1) the depreciation schedules of the Seller's Federal Income Tax Return for tax year 1994; 2) the Seller's Annual Report dated December 31, 1994 and filed with the FPSC; and 3) the Public Service Commission Audit Report, Audit Control No. 95-023-3-1 for the twelve months ended December 31, 1994.

4. Seller represents and warrants that, except as set forth in Exhibit 3.3.6. of the Agreement, to the best knowledge of Seller there are no current outstanding or threatened citations or claims by the Florida Department of Environmental Protection or by any other governmental entity in relation to the construction, maintenance, use or operation of the utility, and that there are no fines, orders or claims for damages by any person or entity pending, being discussed or threatened against the utility or against its officers, directors, employees or its assets. The representations, and warranties in this paragraph shall survive and continue in effect for one (1) year from the Interim Closing.

5. Footnote (4) of Exhibit 4 to the Agreement indicates that a workers compensation claim is pending by Mr. Thomas Hittle. Any liability in regard to this or any other workers compensation claim or any other claim of any kind, by or for any of the Seller's employees arising from injuries or events occurring prior to February 8, 1996, shall remain with Seller. Seller has given

Purchaser a credit of \$3,389.19 for accrued vacation pay. Seller agrees to hold Purchaser harmless from any claim arising from injuries or events related to employer occurring or accruing before February 8, 1996. After February 8, 1996, Purchaser shall reimburse Seller for all compensation for the employees, including accrued vacation, sick pay or other benefits and employment taxes.

6. Subject to the satisfaction, approval and acceptance of Purchaser, Seller, or in the event Seller transfers the area known as The Commons then such transferee, agrees to design and install the water and sewer facilities (lines, mains, pumps and related facilities) in The Commons and agrees to contribute those facilities to the Purchaser's utility as a contribution-in-aid-of-construction (CIAC); provided, however, Seller shall not be required to make such contribution and Purchaser shall pay for the design and installation of the water and sewer facilities if Seller's contribution would cause a reduction in the hook-up fee below \$3,000 per lot. If Seller sells The Commons, or any part thereof, to a successor developer, Seller shall have no further liability hereunder for such portion transferred.

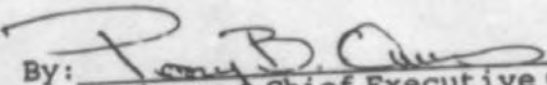
7. Seller shall use all reasonable efforts to assist Purchaser to secure a written agreement for use of the Orlando Utilities Commission electric utility easement for disposal purposes as provided in D.E.P. Permit No. DC48-19802 which allows spray irrigation in such easement.

8. Notwithstanding Article VI, paragraph 6 of the Agreement, Purchaser confirms that the representations and warranties of Purchaser in Article II of the Agreement shall survive the Interim Closing and the Closing indefinitely.

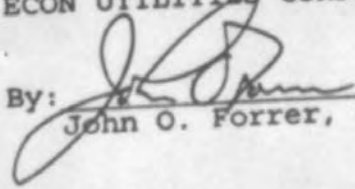
9. The closing prorations and post-closing adjustments in the Closing Statement attached as Exhibit A are incorporated into this Memorandum by this reference and hereby accepted and agreed to by Seller and Purchaser.

10. To the best knowledge of Seller, without investigation or warranty, the approximate size of the water treatment plant site is 1.27 acres and the approximate size of the sewage treatment plant site is 61 acres.

UTILITIES, INC.

By: 
Chairman & Chief Executive Officer

ECON UTILITIES CORPORATION

By: 
John O. Forrer, Chairman/vp

WEDGEFIELD UTILITIES, INC.

By: 

WEDGEFIELD UTILITIES, INC.
Application for transfer of Certificate 404-W and Facilities

February, 1996

EXHIBIT C

TITLE TO/CONTROL OF LAND

See Application, Page 7 Part V A).

AMERICAN LAND
TITLE ASSOCIATION
STANDARD FORM
COMMITMENT



AMERICAN LAND TITLE ASSOCIATION COMMITMENT — 1966

10 1179 10 000014

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Richard L. Pella
President.

ATTEST:

Thomas J. Adams
Secretary.

Issued by:
JOSEPH J. LEXA, ATTORNEY AT LAW
Post Office Box 260
Pompano Beach, Florida 33061
(305) 971-2851

Joseph J. Lexa
Authorized Signatory



A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

C 1096-00-361

Office File Number

Effective Date

Commitment Number

January 16, 1996
at 5:00 p.m.

1. Policy or Policies to be issued:

ALTA OWNER'S POLICY, Form B (amended 10/17/92)
with Florida Modifications

\$200,000.00

Proposed Insured:

Wad yfield
* UTILITIES, INC., *Florida* an Illinois corporation

ALTA LOAN POLICY (amended 10/17/92)

with Florida Modifications

\$

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

ECON UTILITIES CORPORATION, a Florida corporation

3. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

EXHIBIT "A"

PARCEL 1:

A portion of Tract A, CAPE ORLANDO ESTATES UNIT I as recorded in Plat Book Z, pages 29 thru 31 of the Public Records of Orange County, Florida, lying in Section 1, Township 23 South, Range 32 East, being more particularly described as follows:

Commence at the intersection of the Northerly right-of-way line of Mansfield Street (a 60.00' right-of-way) with the Westerly right-of-way of Ardon Avenue (a 60.00' right-of-way) thence run South 89° 55' 44" West along said Northerly right-of-way for a distance of 125.00 feet to the Point of Beginning, said point being on a curve concave to the Southeast, having a radius of 340.11 feet and a central angle of 32° 27' 17", thence run Southwesterly along the arc of said curve for a distance of 192.65 feet to a point of reverse curvature of a curve concave to the North, having a radius of 25.00 feet and a central angle of 82° 11' 42" thence run along the arc of said curve for a distance of 35.86 feet to a point of reverse curvature of a curve concave to the Southwest having a radius of 380.00 feet and a central angle of 09° 35' 44", run Northwesterly along the arc of said curve for a distance of 63.04 feet; thence leaving said Northerly right-of-way of Mansfield Street run North 00° 04' 16" West for a distance of 193.28 feet; thence run North 89° 55' 44" East for a distance of 260.00 feet; thence run South 00° 04' 16" East along the East line of said Tract A for a distance of 190.00 feet to the Point of Beginning.

PARCEL 2:

A portion of the Southeast 1/4 of Section 11, Township 23 South, Range 32 East, lying in Orange County, Florida, being more particularly described as follows:

* Commence at the East 1/4 corner of said Section 11, thence run North 89° 57' 02" West along the North line of the Southeast 1/4 of said Section 11 for a distance of 178.00 feet to the Point of Beginning, said point being on the West line of Cape Orlando Estates Unit 1A as recorded in Plat Book Z, pages 71-73:

Thence run North 00° 24' 40" East along the West line of Cape Orlando Estates Unit 1A for a distance of 16.13 feet to a point on the North boundary line of the City of Orlando 220' Power Easement as recorded in Minute Book 11, page 73, of the Public Records of Orange County, Florida said point also being on the South boundary line of the Nettleton Canal; thence run along said North line of the Power Easement South 89° 59' 18" West for a distance of 2663.51 feet to a point on the Northeast line of Cape Orlando Estates Unit 12A as recorded in Plat Book 4, pages 66-70; thence run South 52° 32' 16" East along said line, also being the Southwesterly line of the 160.00 foot Florida Power and Light Company Easement as recorded in Minute Book 7, page 581 of the Public Records of Orange County, Florida, for a distance of 3491.67 to a point on the Westerly right-of-way of Bancroft Boulevard; thence run North 00° 24' 40" East along the Westerly right-of-way of Bancroft Boulevard for a distance of 200.48 feet; thence run North 52° 32' 16" West along the West line of the aforementioned Cape Orlando Estates Unit 1A for a distance of 156.62 feet; thence run along said West line North 00° 24' 40" East for a distance of 1822.68 feet to the Point of Beginning.

Less and Except the following:

Begin at the South corner of Tract A, Block 92, CAPE ORLANDO ESTATES, UNIT 1A, as recorded in Plat Book Z, pages 71 through 73, inclusive, of the Public Records of Orange County, Florida and run North 00° 24' 40" East along the West line of Block 92 and Block 93 of said CAPE ORLANDO ESTATES, UNIT 1A, for a distance of 281.53 feet; thence run North 83° 08' 15" West for a distance of 441.40 feet; thence run South 52° 32' 16" East along the Northerly right-of-way line of the aforementioned 160 foot Florida Power and Light Company Easement for a distance of 549.56 feet to the Point of Beginning.

* "the East 1/4 corner of said Section 11" also may be referred to as "the Northeast corner of the Southeast 1/4 of said Section 11"

EXHIBIT "B"

A portion of the Southeast 1/4 of Section 11, Township 23 South, Range 32 East, lying in the Orange County, Florida, being more particularly described as follows:

* Commence at the East 1/4 corner of said Section 11, run North 89° 57' 02" West along the North line of the Southeast 1/4 of said Section 11 for a distance of 178.00 feet to the Point of Beginning, said point being on the West line of Cape Orlando Estates Unit 1A as recorded in Plat Book 2, pages 71-73; thence run North 00° 24' 40" East along the West line of Cape Orlando Estates Unit 1A for a distance of 16.13 feet to the North boundary line of the City of Orlando Power Easement as recorded in Minute Book 11, page 73, which is coincident with the South boundary line of the Nettleton Canal; thence run along said North line of the Power Easement South 89° 59' 18" West for a distance of 2663.51 feet to a point on the Northeast line of Cape Orlando Estates Unit 12A as recorded in Plat Book 4, pages 66-70; thence run South 52° 32' 16" East along said line, also being the Southwesterly line of the 160.00 foot Florida Power and Light Company Easement as recorded in Minute Book 7, page 581 of the Public Records of Orange County, Florida, for a distance of 9.88 feet to a point on the North line of the Southeast 1/4 of said Section 11; thence run South 89° 57' 02" East along said North line for a distance of 2657.64 feet to the Point of Beginning.

* "The East 1/4 corner of said Section 11" also may be referred to as " the Northeast corner of the Southeast 1/4 of said Section 11"

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 1

C 1096-00-361

Commitment Number

- I. The following are the requirements to be complied with:
1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - a. *Wadsworth* Warranty Deed from ECON UTILITIES CORPORATION, a Florida corporation to UTILITIES, INC., an ~~Illinois~~ *Florida* corporation, conveying the land described in Schedule "A".
 2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
 3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
 4. Payment of real estate taxes and assessments for the year 1995. (As to Parcel 2).
 5. Corporate Quit-Claim Deed from MAGNA PROPERTIES, INC., a Florida corporation to ECON UTILITIES CORPORATION, a Florida corporation, conveying the lands described in Exhibit "B". Satisfactory evidence must be furnished as to the proper incorporation of MAGNA PROPERTIES, INC., a corporation organized under the laws of the State of Florida. In addition, proof as to the current standing of said corporation and if the proposed instrument of conveyance is to be executed by an officer other than a Vice President, Chief Executive Officer, or President, a certified resolution authorizing said officer to execute on behalf of the corporation must be recorded.
 6. Satisfactory evidence must be furnished showing that *Wadsworth* UTILITIES, INC., an ~~Illinois~~ *Florida* corporation, had been properly incorporated and is currently in good standing in that state.
 7. Satisfactory evidence must be furnished as to: 1) the proper incorporation of ECON UTILITIES CORPORATION, a corporation organized under the laws of the State of Florida; 2) the current standing of said corporation; and 3) if the proposed conveyance is to be executed by an officer or party other than a Vice President, Chief Executive Officer, or President, a certified resolution authorizing said officer or party to execute on behalf of the corporation must be recorded.

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2**

C 1096-00-361

Commitment Number

- ii. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 2. Standard Exceptions:
 - a. ~~Rights or claims of parties in possession not shown by the public records.~~ *deleted J.S.*
 - b. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - c. Easements, or claims of easements, not shown by the public records.
 - d. ~~Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.~~ *deleted J.S.*
 - e. Taxes or special assessments which are not shown as existing liens by the public records.
 - f. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
 - g. Taxes and assessments for the year 1996 and subsequent years.
 3. Standard exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.
 4. Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.
 5. Matters as set forth on plat of ROCKET CITY UNIT 1, according to the plat thereof as recorded in Plat Book Z, pages 29 thru 31, Public Records of Orange County, Florida. (As to Parcel 1).
 6. Overhead and Underground Easement by and between ECON UTILITIES CORPORATION, a Florida corporation, CITY OF ORLANDO, and the ORLANDO UTILITIES COMMISSION, filed in Official Records Book 3677, page 2629, Public Records of Orange County, Florida. (As to Parcel 2).
 7. Effluent Disposal Easement Agreement by and between WARREN J. STANCHINA, JR., as General Partner of WEDGEFIELD LIMITED PARTNERSHIP, a Michigan limited partnership, and ECON UTILITIES CORPORATION, filed in Official Records Book 4074, page 3944, Public Records of Orange County, Florida. (As to Parcel 2).

NOTE: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2, continued

C 1096-00-361

Commitment Number

8. Underground Easement by and between ECON UTILITIES CORPORATION, a Florida corporation, CITY OF ORLANDO, and the ORLANDO UTILITIES COMMISSION, filed in Official Records Book 4115, page 848, Public Records of Orange County, Florida. (As to Parcel 1).
9. Easement as contained in Order of Taking (Parcel 109G) in favor of the CITY OF ORLANDO, filed in Official Records Book 4463, page 1542, Public Records of Orange County, Florida. (As to Parcel 2).
10. Restrictive Covenants by and between ALL-STATE DEVELOPMENT CORPORATION, a Florida corporation, and ALL FUTURE OWNERS OF LOTS, TRACTS, OR PARCELS IN THE ROCKET CITY URBAN/SUBURBAN COMPLEX, filed in Official Records Book 1188, page 241, Amendment to Restrictive Covenants filed in Official Records Book 1290, page 791, Public Records of Orange County, Florida.
- ~~11. Indenture by and between ALL STATE DEVELOPMENT CORPORATION, a Florida corporation, and FLORIDA POWER CORPORATION, a Florida corporation, filed in Official Records Book 1192, page 153, Public Records of Orange County, Florida.~~
12. Easement between ALL-STATE DEVELOPMENT CORPORATION, a Florida corporation, and FLORIDA POWER CORPORATION, filed in Official Records Book 1192, page 161, Public Records of Orange County, Florida.
- ~~13. Easement between ALL STATE DEVELOPMENT CORPORATION, and FLORIDA POWER CORPORATION, filed in Official Records Book 1273, page 275, Public Records of Orange County, Florida.~~
14. Agreement between ECON UTILITIES CORPORATION, and ALL-STATE DEVELOPMENT CORPORATION, filed in Official Records Book 1152, page 453, Public Records of Orange County, Florida.
15. Declaration of Restrictive Covenants by CAPE ORLANDO CORPORATION, a Florida corporation, filed in Official Records Book 2063, page 172, and Supplemental Declaration of Restrictions filed in Official Records Book 2063, page 181, Public Records of Orange County, Florida.
16. Subject to reservations contained in the Deed between JACK ALTMAN, as Trustee, joined by SYLVIA ALTMAN, his wife, and ALL-STATE DEVELOPMENT CORPORATION, a Florida corporation, filed in Official Records Book 1121, page 662, Public Records of Orange County, Florida, including a reference to the reservation of all oil, gas, sulfur and other minerals and mineral rights contained in the Deed filed in Official Records Book 171, page 74, Public Records of Orange County, Florida.
- NOTE: The reservation shall not include any rights to mine, drill or explore as further set forth in said Deed.
17. Subject to a 220.00 foot City of Orlando Power Easement as recorded in Minute Book 11, page 73, of the Public Records of Orange County, Florida, also subject to a 160.00 foot Florida Power and Light Co. Easement as recorded in Minute Book 7, page 581, of the Public Records of Orange County, Florida, also subject to the Ranger Drainage District 120.00 foot Nettleton Canal.
18. Resolution establishing a municipal service taxing unit for the purpose of providing mandatory refuse collection and to collect special assessments on residential properties filed in Official Records Book 3627, page 1224, and filed in Official Records Book 3693, page 2399, Public Records of Orange County, Florida.

NOTE: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2, continued

C 1096-00-361

Commitment Number

19. Resolution of the Board of County Commissioners establishing a Municipal Service Taxing Unit for street lighting.
20. First Amendment to Declaration of Restrictive Covenants for Cape Orlando Estates by CAPE ORLANDO CORP., a Florida corporation, filed in Official Records Book 3620, page 2160, Public Records of Orange County, Florida.
21. First Amendment to Amended Declaration of Restrictive Covenants, Conditions and Restrictions by WEDGEFIELD DEVELOPMENT CORPORATION (f/k/a CAPE ORLANDO CORP.), a Florida corporation, filed in Official Records Book 4080, page 2038, Public Records of Orange County, Florida.
22. The land lies within the Ranger District and is subject to the rules, regulations, and assessments imposed by said district. Judgment Creating Ranger Drainage District an independent taxing district, recorded June 11, 1970, in Official Records Book 1953, page 918, Public Records of Orange County, Florida.
23. Orange County/Econ Utilities Corporation Potable Water Service Territorial Agreement Contract No. W-87-05, filed in Official Records Book 3938, page 4839, Public Records of Orange County, Florida.
24. Subject to reservation in favor of MAGNOLIA RANCH, INC., a Florida corporation, in and to all oil, gas, sulphur and other minerals and mineral rights, as more particularly set forth in Official Records Book 1155, page 389, Public Records of Orange County, Florida.

NOTE: the reservation shall not include any rights to mine, drill or explore as further set forth in said Deed.
25. Orange County/Econ Utilities Corporation Sewer Service Territorial Agreement Contract No. S-85-4, filed in Official Records Book 3614, page 2468, Public Records of Orange County, Florida.

1995 TAX INFORMATION:

AS TO PARCEL 1:

Tax Parcel No. 01-23-32-7597-25191 in the 1995 gross amount of \$376.77 are paid.

AS TO PARCEL 2:

Tax Parcel No. 11-23-32-0000-00004 in the 1995 gross amount of \$19,861.00 are Not Paid.

NOTE: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes or special assessments which are not shown as existing liens by the public records.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

WEDGEFIELD UTILITIES, INC.
Application for transfer of Certificate 404-W and Facilities

February, 1966

EXHIBIT D

TARIFF

See Application, Page 7 Part V B). The Original and 2 copies of the proposed tariff were filed contemporaneously with this application.

SEWER TARIFF

WEDGEFIELD UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

SEWER TARIFF

WEDGEFIELD UTILITIES, INC.
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714
(407) 869-1919

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

SEWER TARIFF

WEDGEFIELD UTILITIES, INC.
NAME OF COMPANY

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS, FL. 32714
(ADDRESS OF COMPANY)

407-869-1919
(Business Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

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Index of Service Availability	22.0
Service Availability	23.0 - 24.0
Contracts and Agreements	There are no contracts at the date of original issue or (Submit Contracts)

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

TERRITORY SERVED

PER ORDER NO. 12315

Township 23 South, Range 32 East
Orange County, Florida

Section 1

The SW 1/4 of said Section 1 and the SE 1/4 of said Section 1 less and except that portion lying NE of SR 520.

Section 12

The North 1/2 of said Section 12.

THE COMMONS

ALL THAT TRACT OR PARCEL OF LAND LYING IN A PORTION OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 23 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF DALLAS BOULEVARD, AS SHOWN ON CAPE/ORLANDO ESTATES UNIT, 12A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGES 66 THROUGH 70, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND HAVING A RIGHT-OF-WAY WIDTH OF 106 FEET; AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MEREDITH PARKWAY, AS SHOWN ON CAPE/ORLANDO ESTATES, UNIT 31A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 110 AND 111, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, HAVING A RIGHT-OF-WAY WIDTH OF 106 FEET; THENCE S 89°59'38" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 5037.42 FEET TO THE WESTERLY LINE OF ROCKET CITY, UNIT 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 71 THROUGH 73, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S 00°19'51" E ALONG SAID WESTERLY LINE A DISTANCE OF 1936.80 FEET; THENCE S 89°59'18" W A DISTANCE OF 2218.74 FEET; THENCE IN 52°32'16" W A DISTANCE OF 521.34 FEET; THENCE S37°28'01" W A DISTANCE OF 373.47 FEET TO THE NORTHEASTERLY LINE OF SAID CAPE/ORLANDO ESTATES, UNIT 12A, SAID NORTHEASTERLY LINE BEING COINCIDENT WITH THE SOUTHWESTERLY LINE OF A 160 FOOT WIDE, FLORIDA POWER & LIGHT COMPANY EASEMENT; THENCE IN 52°32'15" W ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 2756.82 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF DALLAS BOULEVARD; THENCE N 00°09'08" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 240.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.725 ACRES MORE OR LESS.

SHOPPING CENTER

All that portion of the Southeast 1/4 of Section 1, Township 23 South, Range 32 East, lying Northeasterly of State Road 520 in Orange County, Florida.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

BANCROFT BOULEVARD PROPERTY

The following described lots in, CAPE ORLANDO ESTATES, UNIT 1, according to the Plat thereof, as recorded in Plat Book Z, Pages 29 through 31, of the Public Records of Orange County, Florida.

<u>Block</u>	<u>Lot</u>
19A	1 through 6
29A	1 through 9

The following described lots in, CAPE ORLANDO ESTATES, UNIT 1A, according to the Plat thereof, as recorded in Plat Book Z, Pages 71 through 73, of the Public Records of Orange County, Florida.

<u>Block</u>	<u>Lot</u>
29A	10 through 15
68	1 through 15
70	1 through 14
72	1 and Tract A
74	1 through 6
92	1 and 39 and Tracts A, B, C
93	1 through 14

Lawrence N. Schumacher
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PRESIDENT
TITLE

MISCELLANEOUS

Lawrence N. Schumacher
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PRESIDENT
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

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

Lawrence N. Schumacher _____
ISSUING OFFICER

PRESIDENT _____
TITLE

INDEX OF RULES AND REGULATIONS

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Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

WEDGEFIELD UTILITIES, INC.
SEWER TARIFF

ORIGINAL SHEET NO.

7.0

<u>RULE NUMBER</u>	<u>SHEET NUMBER</u>
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Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

RULES AND REGULATIONS

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

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

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff.

3.0 SIGNED APPLICATION NECESSARY - Sewer service is furnished only after a signed application or agreement accepted by the company and the conditions of such application or agreements are binding upon the customer as well as upon the Company. A copy of the application or agreement for sewer service accepted by the Company will be furnished to the applicant on request.

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

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

Lawrence N. Schumacher
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PRESIDENT
TITLE

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue sewer 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 sewer service has been settled in full.

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

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

- 7.0 LIMITATION OF USE - Sewer service purchased from the Company shall be used by the customer only for the purposes specified in the application for sewer service. Sewer service furnished to the customer shall be for the consumer's into the Company's main sewer lines. In no case shall a consumer, except with the written consent to the company extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish sewer service for adjacent property, even though such adjacent property may be owned by him. In case of such unauthorized extension, sale or disposition of service, consumer's sewer service is subject to discontinuance until such unauthorized extension, sale or disposition is discontinued and full payment is made of bills for sewer service, calculated on proper classifications and rate schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing, and inspections.

- 8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous sewer service, and having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous sewer service. The company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control. If at any time the Company shall interrupt or discontinue its service, for any period greater than one hour, all customers affected by said interruption or discontinuance shall be given not less than 24 hours notice.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice conforming with the Rules and Regulations of the Company, and in full compliance with all Laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the sewer service; and the Company reserves the right to discontinue or withhold sewer 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 will be liable for any change resulting from a violation of this rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's sewer service installations or changes shall be inspected upon completion by competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required by local rules or ordinances, the Company cannot render sewer service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.
- The Company reserves the right to inspect the customer's installation prior to rendering sewer 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.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

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 Company's property and other purposes incident to performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass.

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

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

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

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

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TITLE

charges of if the charges for water service are not paid the Company may discontinue both water service and sewer service to the Consumer's premises for nonpayment of the water service charge. The Company shall not reestablish or reconnect sewer service and water service or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these Rules and Regulations.

18.0 EVIDENCE OF CONSUMPTION -- The initiation or continuation or resumption of water service to the premises shall constitute to the initiation, continuation, or resumption of sanitary sewer service to the premises, regardless of occupancy.

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

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

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

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

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

- 21.0 UNAUTHORIZED CONNECTIONS - SEWER - Connections to the Company's sewer system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and sewer service shall not be restored until such unauthorized connections have been removed and unless settlement is made in full and for sewer service estimated by the Company to have been used by reason of such unauthorized connection.
- 22.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, or, if sewer service is measured by water consumption, a meter error is determined, the amount may be credited or billed to the customer, as the case may be.
- 23.0 CUSTOMER DEPOSIT - Before rendering service, the Company may require a deposit or guarantee satisfactory to the company to secure the payment of bills, and the company shall give the customers a non-negotiable and non-transferable deposit receipt. The amount of such deposit shall be the following:

Residential \$20.00

All other classes (according to water meter size):

3/4" x 5/8"	\$60.00
1"	\$
1 1/2"	\$
2"	\$

After a customer's service has been discontinued due to nonpayment of bill, before service will be resumed, company may increase the deposit to two (2) times the average monthly bill for that class of customer and meter size.

The Company will pay interest on customer's deposit at the rate of six percent per annum. The payment of interest will be made once each year as a credit on regular bills, and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then interest will be paid from the date of the commence of service.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

The Company will pay or credit accrued interest to the customers account during the month of June of each year.

Upon final settlement of customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the Company of the applicable deposit receipt or, when the receipt cannot be produced, upon adequate identification.

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 such non residential customer's deposit at a rate of 7% per annum upon the retainment of such deposit.

24.0

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

Lawrence N. Schumacher
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Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

GENERAL SERVICE
RATE SCHEDULE GS

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

Meter Size

Base Facility Charge

5/8" x 3/4"	\$ 18.64
3/4"	27.98
1"	46.62
1 1/2"	93.25
2"	149.20
3"	298.37
4"	466.95
6"	745.93

Gallage Charge per 1,000

\$ 4.06

MINIMUM CHARGE - Base Facility Charge Per Month.

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

EFFECTIVE DATE - For service rendered on and after January 14, 1995.

TYPE OF FILING - 1994 Indexing and Ad Valorem Tax Pass Through Rate Adjustment.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- 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.

RATES - Monthly

Meter Size

Base Facility Charge

3/4" x 5/8"	\$ 18.64
3/4"	18.64
1"	18.64
1 1/2"	18.64
2"	18.64

Gallonge Charge per 1,000 \$ 3.38

MINIMUM CHARGE - Base Facility Charge Per Month.

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

EFFECTIVE DATE - For service rendered on and after January 14, 1995.

TYPE OF FILING - 1994 Indexing and Ad Valorem Tax Pass Through Rate Adjustment.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

HELD FOR FUTURE USE

Lawrence N. Schumacher _____
ISSUING OFFICER

PRESIDENT _____
TITLE

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ISSUING OFFICER

PRESIDENT
TITLE

ACKNOWLEDGMENT OF SEWER SERVICE

Lawrence N. Schumacher _____
ISSUING OFFICER

PRESIDENT _____
TITLE

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ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY POLICY

The utility provides service to a developing residential community with country club facilities. Collection facilities are in place for expansion to build out. No facilities have been contributed, nor is any contributed property anticipated.

The utility charges a system capacity charge which includes placement of the sewer lateral.

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PRESIDENT
TITLE

SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>SEWER</u> <u>AMOUNT</u>	<u>SHEET NO.</u>
System Capacity Charge		
Residential - per ERC (300 GPD)	\$2,250.00	23.0
All others-per gallon	7.50	
Customer Connection (Tap-in) Charge (1)		
All sizes		23.0

(1) Included in System capacity charge.

Lawrence N. Schumacher
ISSUING OFFICER
PRESIDENT
TITLE

WATER TARIFF

WEDGEFIELD UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION.

WATER TARIFF

WEDGEFIELD UTILITIES, INC.
NAME OF COMPANY

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS, FL 32714
(ADDRESS OF COMPANY)

407-869-1919
(Business Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Lawrence N. Schumacher
ISSUING OFFICER

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Contracts and Agreements.....	There are no contracts at the date of original issue or (Submit Contracts)

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

TERRITORY SERVED

PER ORDER NO. 12315

Township 23 South, Range 32 East
Orange County, Florida

Section 1

The SW 1/4 of said Section 1 and the SE 1/4 of said Section 1 less and except that portion lying NE of SR 520.

Section 12

The North 1/2 of said Section 12.

THE COMMONS

ALL THAT TRACT OR PARCEL OF LAND LYING IN A PORTION OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 23 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF DALLAS BOULEVARD, AS SHOWN ON CAPE/ORLANDO ESTATES UNIT, 12A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGES 66 THROUGH 70, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND HAVING A RIGHT-OF-WAY WIDTH OF 106 FEET; AND THE SOUTHERLY RIGHT-OF-WAY LINE OF MEREDITH PARKWAY, AS SHOWN ON CAPE/ORLANDO ESTATES, UNIT 31A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 110 AND 111, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, HAVING A RIGHT-OF-WAY WIDTH OF 106 FEET; THENCE S 89°59'38" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 5037.42 FEET TO THE WESTERLY LINE OF ROCKET CITY, UNIT 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 71 THROUGH 73, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S 00°19'51" E ALONG SAID WESTERLY LINE A DISTANCE OF 1936.80 FEET; THENCE S 89°59'18" W A DISTANCE OF 2218.74 FEET; THENCE IN 52°32'16" W A DISTANCE OF 521.34 FEET; THENCE S37°28'01" W A DISTANCE OF 373.47 FEET TO THE NORTHEASTERLY LINE OF SAID CAPE/ORLANDO ESTATES, UNIT 12A, SAID NORTHEASTERLY LINE BEING COINCIDENT WITH THE SOUTHWESTERLY LINE OF A 160 FOOT WIDE, FLORIDA POWER & LIGHT COMPANY EASEMENT; THENCE IN 52°32'15" W ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 2756.82 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF DALLAS BOULEVARD; THENCE N 00°09'08" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 240.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.725 ACRES MORE OR LESS.

SHOPPING CENTER

All that portion of the Southeast 1/4 of Section 1, Township 23 South, Range 32 East, lying Northeasterly of State Road 520 in Orange County, Florida.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

BANCROFT BOULEVARD PROPERTY

The following described lots in, CAPE ORLANDO ESTATES, UNIT 1, according to the Plat thereof, as recorded in Plat Book Z, Pages 29 through 31, of the Public Records of Orange County, Florida.

<u>Block</u>	<u>Lot</u>
19A	1 through 6
29A	1 through 9

The following described lots in, CAPE ORLANDO ESTATES, UNIT 1A, according to the Plat thereof, as recorded in Plat Book Z, Pages 71 through 73, of the Public Records of Orange County, Florida.

<u>Block</u>	<u>Lot</u>
29A	10 through 15
68	1 through 15
70	1 through 14
72	1 and Tract A
74	1 through 6
92	1 and 39 and Tracts A, B, C
93	1 through 14

Lawrence N. Schumacher _____
ISSUING OFFICER

PRESIDENT _____
TITLE

WEDGEFIELD UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 4.0

MISCELLANEOUS

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

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

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RULES AND REGULATIONS

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

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

<u>RULE NUMBER</u>	<u>SHEET NUMBER</u>
22.0 All Water Through Meter.....	13.0
23.0 Adjustment of Bills.....	13.0
24.0 Customer Deposit.....	13.0
25.0 Request for Meter Test by Customer.....	14.0
26.0 Adjustment of bills for Meter Error.....	15.0
27.0 Filing of Contracts.....	16.0

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

RULES AND REGULATIONS

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

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

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff.

3.0 SIGNED APPLICATION NECESSARY - Water service is furnished only after a signed application or agreement accepted by the company and 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, street address or lot and block number, at which water service is to be rendered.

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

Lawrence N. Schumacher
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PRESIDENT
TITLE

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

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

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

- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service. Water service furnished to the customer shall be rendered directly to the customer through company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for purpose of remetering said water service. In no case shall a customer, except with the written consent of the company extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish water service for adjacent property through one meter, even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale or disposition of service, customer's water service is subject to discontinuance until such unauthorized extension, remetering, sale or disposition is discontinued and full payment is made of bills for water service, calculated on proper classification and rate schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing, and inspections.

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PRESIDENT
TITLE

- 8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous water service, and having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shut-downs 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, for any period greater than one hour, all customers affected by said interruption or discontinuance shall be given not less than 24 hours notice.
- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice, conforming with the Rules and Regulations of the Company, and in full compliance with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the water service; and the Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in 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 will be liable for any change resulting from a violation of this rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by competent authority to insure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required by local rules or ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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PRESIDENT
TITLE

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 Company's property and other purposes incident to performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass.

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

- 15.0 BILLING PERIODS - Bills for water service will be rendered monthly and are due when rendered and shall 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, and if not paid within twenty (20) days thereafter become delinquent and water service may then, after five (5) days written notice be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge of \$10.00, when performed during regular working hours. After regular working hours the reconnection charge will be \$15.00. There shall be no liability of any kind against the company by reason of discontinuance of water service to the customer for failure of the customer to pay the bills on time.

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PRESIDENT
TITLE

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

- 17.0 PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY -When both water and sewer service are provided by the Company, payment of any sewer service bill rendered by the company to a water service customer shall not be accepted by the company without the simultaneous or concurrent payment of any sewer service bill rendered by the company. If the charges for water service are not so paid, the company may discontinue both sewer service and water service to the customer's premises for nonpayment of the water service charges or if the charges for sewer service are not so paid the company may discontinue both water service and sewer service to the customer's premises for nonpayment of the sewer service charge. The company shall not reestablish or reconnect sewer service and water service or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these Rules and Regulations are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or water public utility shall not be incorporated in the rate for water or water service but shall be shown as a separate item on the utility's bills to its customers in such municipality or county.
- This charge must be approved by the Commission before being incorporated in the customer's bills.
- 19.0 CHANGE OF OCCUPANCY - When 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, who will be held responsible for all water service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. Customer's deposit may be transferred from one service location to another, if both locations are supplied by the Company. Customer's deposit may NOT be transferred from one name to another.

Lawrence N. Schumacher _____
ISSUING OFFICER

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TITLE

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

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and water service shall not be restored until such unauthorized connections have been removed and unless settlement is made in full and for water service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the company at a suitable and readily accessible location and when the Company considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be.
- 24.0 CUSTOMER DEPOSIT - Before rendering service, the Company may require a deposit or guarantee satisfactory to the company to secure the payment of bills, and the company shall give the customers a non-negotiable and non-transferable deposit receipt. The amount of initial deposit shall be the following, according to meter size:

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ISSUING OFFICER

PRESIDENT
TITLE

	<u>Residential</u>	<u>General Service</u>
5/8" x3/4"	\$20.00	\$60.00

After a customer's bill service has been disconnected due to non-payment of bill, before service will be resumed, company may increase the deposit to two (2) times the average monthly bill for that class of customer and meter size.

The company will pay interest on customers' deposit at the rate of six percent per annum. The payment of interest will be made once each year as a credit on regular bills, and on final bills when service is disconnected. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then interest will be paid from the date of the commencement of service.

The company will pay or credit accrued interest to the customers' account during the month of June of each year.

Upon final settlement of the customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the company of the applicable deposit receipt or, when the receipt cannot be produced, upon adequate information.

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 such non residential customer's deposit at a rate of 7% per annum upon the retainment of such deposit.

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

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

If the meter is found to register in excess of the accuracy limits prescribed by the Commission, the deposit will be refunded; but if below such accuracy limit, the deposit will be retained by the Company as a service charge for conducting the test.

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PRESIDENT
TITLE

Further, upon written request of any customer, the company shall, without charge, make a field test of the accuracy of the water meter in use at customer's premises provided that the meter has not been tested within the past six (6) months.

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

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

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

ACCURACY LIMITS IN PERCENT

METER SIZE	<u>Maximum Rate</u>	<u>Intermediate Rate</u>	<u>New</u>	<u>Repaired</u>
Displacement	98.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97 -102	None	95-102	90-102
Compound*	97 -103	97 -103	95-103	90-103

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

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PRESIDENT
TITLE

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

28.0 Miscellaneous Service Charges

The following charges have been determined to be appropriate for services other than those provided for above:

<u>Initial Connection*</u> -	\$ 10.00 during business hours
	\$ 15.00 after business hours
<u>Normal Connection**</u> -	\$ 10.00 during business hours
	\$ 15.00 after business hours
<u>Violation Reconnection***</u> -	\$ 10.00 during business hours
	\$ 15.00 after business hours
<u>Premises Visit****</u> -	\$ 5.00

*At location where no service previously existed.

**Transfer to new account at same location, or reconnection subsequent to customer-requested disconnection.

***Subsequent to disconnection for cause, including delinquency in payment of bill.

****Where a utility representative visits a premises for the purpose of discontinuing service for delinquent payment but does not discontinue service because the customer pays the utility representative or makes satisfactory arrangement for payment.

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Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

GENERAL SERVICE
RATE SCHEDULE GS

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

RATES - Monthly

Meter Size

Base Facility Charge

5/8" x 3/4"
3/4"
1"
1 1/2"
2"
3"
4"
6"

\$ 14.17
21.28
35.49
70.69
113.53
227.03
354.75
709.50
\$ 1.48

Gallonage Charge per 1,000

MINIMUM CHARGE - \$14.17

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, separate and apart from bill, service may then be discontinued.

EFFECTIVE DATE - For service rendered on and after January 14, 1995.

TYPE OF FILING - 1994 Indexing and Ad Valorem Tax Pass Through Rate Adjustment

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE
RATE SCHEDULE RS

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

RATES - Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
	\$ 14.17
5/8" x 3/4"	21.28
3/4"	35.49
1"	70.69
1 1/2"	113.53
2"	227.03
3"	354.75
4"	709.50
6"	\$ 1.48

Gallage Charge per 1,000

MINIMUM CHARGE - \$14.17

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, separate and apart from bill, service may then be discontinued.

EFFECTIVE DATE - For service rendered on and after January 14, 1995.

TYPE OF FILING - 1994 Indexing and Ad Valorem Tax Pass Through Rate Adjustment

Lawrence N. Schumacher
ISSUING OFFICER
PRESIDENT
TITLE

WEDGEFIELD UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 20.0

HELD FOR FUTURE USE

Lawrence N. Schumacher
ISSUING OFFICER
PRESIDENT
TITLE

INDEX OF STANDARD FORMS

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Lawrence N. Schumacher
ISSUING OFFICER
PRESIDENT
TITLE

WEDGEFIELD UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 22.0

ACKNOWLEDGMENT FOR WATER SERVICE

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PRESIDENT
TITLE

COPY OF CUSTOMER'S BILL

Utilities, Inc and Affiliated Companies

Acct #
Due Date
Please Pay

Please return this portion with your payment.

Customer Service Information Please Retain for Your Records
Remittance Address: For Service or Billing Inquiries:

Account Information	Description of Charges
Account # Service Addr. Bill Date Due Date Prior Read Current Read Usage Average daily usage Average daily water cost Average daily sewer cost Last Payment	

Rate Schedule Available Upon Request

Lawrence N. Schumacher
ISSUING OFFICER
PRESIDENT
TITLE

INDEX OF SERVICE AVAILABILITY

	<u>Sheet No.</u>
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SCHEDULE OF FEES AND CHARGES.....	26.0

Lawrence N. Schumacher _____
ISSUING OFFICER
PRESIDENT _____
TITLE

SERVICE AVAILABILITY POLICY

The utility provides service to a developing residential community, and its customers are primarily single family homes with country club facilities. Distribution facilities are in place for expansion to build out. No facilities have been contributed, nor is any contributed property anticipated. In addition no developer agreements are in existence and none are anticipated.

The utility charges a system capacity charge which includes placement of the water service line.

Lawrence N. Schumacher _____
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PRESIDENT _____
TITLE

SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NO.</u>
System Capacity charge	\$ 640.00	25.0
Residential-per ERC (350 GPD)		
All others-per gallon	1.83	
Meter Installation Fee		25.0
5/8" x 3/4"	\$ 110.00	
1"	170.00	
Customer Connection (Tap-in) Charge	(i)	25.0
All Sizes		

(1) Included in System capacity Charge.

Lawrence N. Schumacher
ISSUING OFFICER

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TITLE

