

**BUSH ROSS GARDNER WARREN & RUDY, P.A.**  
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TAMPA, FLORIDA 33602  
(813) 224-0200

TELECOPIER (813) 222-0020

April 29, 1996

**ORIGINAL  
FILE COPY**

**VIA FEDERAL EXPRESS**

Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0830

960546-W5

RE: Golden Oaks Utilities, Inc.  
Our File No. GULO-2

Dear Sir:

On behalf of my client, Golden Oaks Utilities, Inc., I enclose:

- 64862-96
1. Original and five (5) copies of the completed water and wastewater Application for Original Certificate for a Proposed or Existing System Requesting Initial Rates and Charges, as well as all exhibits thereto;
  2. One (1) copy each of territory map and system map; *Forwarded to writer*
  3. Original and two (2) copies of proposed Water Tariff, together with a transmittal letter listing the tariff sheets being transmitted.
  4. Original and two (2) copies of proposed Wastewater Tariff, together with a transmittal letter listing the tariff sheets being transmitted.
  5. A check payable to the Florida Public Service Commission in the amount of \$3,000.00 (\$1,500.00 for water and \$1,500.00 for wastewater), representing the appropriate filing fee.

Request is hereby made for expedited handling and processing of the enclosed application. Specifically, we would appreciate you bifurcating the application process by issuing the requested certificate and accompanying certificate number at your earliest convenience, and

RECEIVED & FILED

EPSC-BUREAU OF RECORDS


ACK \_\_\_\_\_  
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Florida Public Service Commission  
April 29, 1996  
Page 2

then subsequently concluding your analysis and approval of the rates and related matters at a later date.

If you have any questions or require further information, please contact this office at your earliest convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Stephen Gardner", written in a cursive style with a long, sweeping tail.

J. Stephen Gardner

JSG/gml  
Enclosure  
cc: Billie Messer  
92142.01





the steps the applicant took to ascertain whether such other service is available.

- B) Exhibit B - A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan, as approved by the Department of Community Affairs at the time the application is filed. If the provision of service is inconsistent with such plan, provide a statement demonstrating why granting the certificate would be in the public interest.

**PART III SYSTEM INFORMATION**

**A) WATER**

- (1) Exhibit C - A statement describing the proposed type(s) of water service to be provided (i.e., potable, non-potable or both).

- (2) Exhibit D - The number of equivalent residential connections (ERCs) proposed to be served, by meter size and customer class. If development will be in phases, separate this information by phase. In addition, if the utility is in operation, provide the current number of ERCs by meter size and customer class.

- (3) Description of the types of customers anticipated (i.e., single family, mobile homes, clubhouse, commercial, etc.):

a. Phase 1 - residential only

b. Total Project - predominantly residential with minimal commercial as well as a golf and country club facility

- (4) In the case of an existing utility, provide the permit number and the date of approval of facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

N/A. Application filed but not yet approved.

- (5) Indicate the design capacity of the treatment plant in terms of the equivalent residential connections (ERCs) and gallons per day (gpd). If development

will be in phases, separate this information by phase.

100 (EMCs) 35,000 (gpd)  
in 1st phase. Future phases are not designed.

(6) Indicate the type of treatment: chlorination

(7) Indicate the design capacity of the transmission and distribution lines in terms of EMCs and gpd. If development will be in phases, separate this information by phase.

100 EMCs and 35,000 gpd in 1st phase. Future phases not designed and calculated at this time.

(8) Provide the date the applicant began or plans to begin serving customers: January, 1997

(9) Exhibit 1 - Evidence, in the form of a warranty deed, that the utility owns the land where the water facilities are or will be located. If 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 assessment or other cost-effective alternative.

The applicant must submit a contract for the purchase and sale of land with an unexecuted copy of the warranty deed provided the applicant files an executed and recorded copy of the deed, or executed copy of the lease, within thirty days after the order granting the certificate.

B) ~~REGULATIONS~~

(1) Exhibit 2 - The number of equivalent residential connections (EMCs) proposed to be served, by meter size and customer class. If development will be in phases, separate this information by phase. In addition, if the utility is in operation, provide the current number of EMCs by meter size and customer class.

(2) Description of the types of customers anticipated (i.e., single family, mobile homes, clubhouse, commercial, etc.):

A. Phase 1 - residential only

B. Total Project - predominantly residential with  
minimal commercial as well as a golf and  
country club facility

- (3) In the case of an existing utility, provide the permit number and the date of approval of facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

N/A. Application filed but not yet approved.

- (4) Indicate separately the design capacity of the treatment plant and effluent disposal system in terms of equivalent residential connections (ERCs) and gallons per day (gpd). If development will be in phases, separate this information by phase.

100 ERCs and 25,000 gpd in 1st phase. Future  
phases not designed and calculated at this time.

- (5) Indicate the method of treatment and disposal (percolation pond, spray field, etc.):

Secondary treatment, clarification, evaporation  
and percolation ponds.

- (6) Exhibit 6 - If the applicant does not propose to use reuse as a means of effluent disposal, provide a statement that describes, with particularity, the reasons for not using reuse.

- (7) Indicate the design capacity of the collection lines in terms of ERCs and gpd. If development will be in phases, separate this information by phase.

100 ERCs or 25,000 gpd for Phase 1. Future  
phases are not designed and calculated at this  
time.

- (8) Provide the date the applicant began or plans to begin serving customers: January, 1997

- (9) Exhibit     H     - Evidence, in the form of a warranty deed, that the utility owns the land where the utility treatment facilities are or will be located. If 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. The applicant may submit a contract for the purchase and sale of land with an unexecuted copy of the warranty deed, provided the applicant files an executed and recorded copy of the deed, or executed copy of the lease, within thirty days after the order granting the certificate.

#### **PART IV FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit     I     - A statement regarding the financial and technical ability of the applicant to provide reasonably sufficient and efficient service.
- B) Exhibit     J     - A detailed financial statement (balance sheet and income statement), certified if available, of the financial condition of the applicant, showing all assets and liabilities of every kind and character. The income statement shall be for the preceding calendar or fiscal year. If an applicant has not operated for a full year, then the income statement shall be for the lesser period. The financial statement shall be prepared in accordance with Rule 25-30.115, Florida Administrative Code. If available, a statement of the source and application of funds shall also be provided.
- C) Exhibit     K     - A list of all entities, including affiliates, upon which the applicant is relying to provide funding to the utility, and an explanation of the manner and amount of such funding, which shall include their financial statements and 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.
- D) Exhibit     L     - A schedule showing the projected cost of the proposed system (or actual cost of the existing system) by uniform system of accounts (USOA) account numbers pursuant to Rule 25-30.115, F.A.C. In addition, provide the capacity of each component of the system in ERCs and gallons per day. If the utility will be built



in phases, this schedule shall apply to the design capacity of the first phase only. Provide a separate exhibit for the water and sewer systems.

- E) Exhibit     N     - A scheduling showing the projected operating expenses of the proposed system by USOA account numbers when 80 percent of the designed capacity of the system is being utilized. If the utility will be built in phases, this schedule will apply to the design capacity of the first phase only. In addition, if the utility has been in existence for at least one year, provide actual operating expenses for the most recent twelve months. Provide a separate exhibit for the water and sewer systems.
- F) Exhibit     M     - A schedule showing the projected capital structure, including the methods of financing the construction and operation of the utility until the utility reaches 80 percent of the designed capacity of the system(s).
- G) Exhibit     O     - A cost study, including customer growth projections, which supports the proposed rates, miscellaneous service charges, customer deposits and service availability charges. A sample cost study is enclosed with the application package. Provide a separate cost study for the water and sewer systems.
- H) Exhibit     P     - If the base facility and usage rate structure (as defined in Rule 25-30.437(6), F.A.C.) is not utilized for metered service, provide an alternative rate structure and a statement supporting why the alternative is appropriate.
- I) Exhibit     Q     - If a different return on common equity other than the current equity leverage formula established by order of the Public Service Commission pursuant to Section 367.001(4), F.S. is utilized, provide competent substantial evidence supporting the use of a different return on common equity. Information on the current equity leverage formula may be obtained by contacting the accounting section at the listed number.

**PART V ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION (AFUDC)**

**Please note the following:**

- A) Utilities obtaining initial certificates pursuant to Rule 25-30.033, F.A.C., are authorized to accrue AFUDC for projects found eligible pursuant to Rule 25-30.116(1), F.A.C.

- B) A discounted monthly AFUDC rate calculated in accordance with Rule 25-30.116(3), F.A.C., shall be used to insure that the annual AFUDC charged does not exceed authorized levels.
- C) The date the utility shall begin to charge the AFUDC rate shall be the date the certificate of authorization is issued to the utility so that such rate can apply to initial construction of the utility facilities.

**PART VI TERRITORY DESCRIPTION AND MAPS**

**A) TERRITORY DESCRIPTION**

Exhibit     R     - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code. If the water and wastewater service territories are different, provide separate descriptions.

**B) TERRITORY MAPS**

Exhibit     S     - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory is plotted by use of notes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

**C) SYSTEM MAPS**

Exhibit     T     - One copy of detailed map(s) showing proposed lines, facilities and the territory proposed. Additionally, identify any existing lines and facilities. Map(s) should be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

**PART VII NOTICE OF ACTUAL APPLICATION**

- A) Exhibit     U     - 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:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;

- (2) 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;
  - (3) 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;
  - (4) the regional planning council;
  - (5) the Office of Public Counsel;
  - (6) the Public Service Commission's Director of Records and Reporting;
  - (7) the appropriate regional office of the Department of Environmental Protection;
  - (8) and the appropriate water management district.
- Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATER-FILED EXHIBIT

B) Exhibit Y - 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. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATER-FILED EXHIBIT.

C) Exhibit W - 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 LATER-FILED EXHIBIT.

**PART VIII FILING FEE**

Indicate the filing fee enclosed with the application:

\$ 1,500.00 (for water) and \$ 1,500.00 (for wastewater).

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

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

**PART IX TARIFF**

Exhibit     X     - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. Sample tariffs are enclosed with the application package.

**PART I AFFIDAVIT**

I, Allan Feker, as Chief Executive Officer of GOLDEN OCALA UTILITIES, INC., a Florida corporation, on behalf of the corporation (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 constitutes a complete statement of the matter to which it relates.

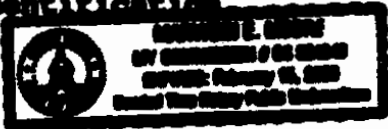
**GOLDEN OCALA UTILITIES, INC.**

By: *[Handwritten Signature]*  
Applicant's Signature

Allan Feker  
Applicant's Name (Typed)

Chief Executive Officer  
Applicant's Title \*

Subscribed and sworn to before me this 3  
of March 1996, by Allan Feker who is personally  
known to me or produced personally known as  
identification



*[Handwritten Signature]*  
Notary Public

\* If 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 applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

86432.02



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**ANNEX 2**

**Part II.3**

**Need for Services**

1. The Golden Ocala project ("Golden Ocala Project") which the Golden Ocala Golf Course Partners ("Developer") plans to construct and to be served by the utility is a development containing 799 residential units on approximately 591 acres owned by the Developer. At this time there is no water or wastewater service on site. The closest utility providing water service is the area and the reasons it is not feasible to obtain water from such utility is:

The closest utility providing water service in the area is Utilitas, Inc. of Florida which provides water service only to the Golden Hills residential development ("Golden Hills"). Golden Hills is located across the highway and on the north side of U.S. Highway 27. The water treatment plant for Golden Hills is located approximately one (1) mile from Phase 1 of the Golden Ocala Project. More importantly, there currently exists on the Golden Ocala Project property a twelve inch (12") well, which was drilled in the 1980s and which only needs to be activated. In addition, all transmission and distribution lines for Phase 1 were previously constructed and are in place.

2. The closest utility providing wastewater service in the area and the reasons it is not feasible to obtain those services from such utility is:

The closest utility providing wastewater service in the area is Utilitas, Inc. of Florida which provides wastewater service to Crownwood Villas residential development. This is located approximately two (2) miles from Phase 1 of the Golden Ocala Project but only has a total capacity of approximately 40,000 gallons per day which is insufficient to service both Crownwood Villas and even Phase 1 of the Golden Ocala Project. The Developer intends to construct several additional phases requiring such total capacity that it is only feasible to construct its own plant as part of the Golden Ocala Project. The Developer has been informed by the City of Ocala that its climate for extension of its wastewater system to the area of the Golden Ocala Project is approximately five (5) years.



ALABAMA STATE UNIVERSITY



**EXHIBIT B**

**Part II. B1**

**Comprehensive Plan Consistency**

**Golden Ocala Development is vested and is therefore exempt from the requirements of the Marion County Comprehensive Plan. However, the development is consistent with the requirements of the Comprehensive Plan for the following reasons:**

**A. Policy 1.5 of the Potable Water Sub-Element of the Marion County Comprehensive Plan allows for the private ownership of well field operation, treatment and pumping facilities.**

**B. Golden Ocala has obtained a Special Use Permit in accordance with Policy 1.7 of the Potable Water Sub-Elements of the Marion County Comprehensive Plan.**

**C. The Sanitary Sewer Sub-Element of the Marion County Comprehensive Plan allows for the private ownership of the wastewater facilities.**



ALL RIGHTS RESERVED. NO. 100

**EXHIBIT C**

**Part III. A. (1)**

**Proposed Type of Water Service**

**The type of water service proposed to be provided by the utility is potable water service.**



U.S. MANUFACTURED FROM 100% RECYCLED

**EXHIBIT D**

**Part III. A. (2)**

**Proposed ERCs - Meter**

The number of equivalent residential connections (ERCs) proposed to be served by the entire project is 799. Phase 1 will service 100 ERCs to 100 residential lots. Additional phases are not yet designed and calculated. The first phase of the plant will have a capacity of 35,000 gallons per day, and the meter size will be 5/8" x 3/4". No commercial ERCs will be serviced in Phase 1.

**EXHIBIT E**

**Part XII, A1, (9)**

**Evidence of Land Ownership - Water and Wastewater**

1. See attached Exhibit E-1: Contract for purchase and sale of land between Golden Ocala Golf Course Partners and Golden Ocala Utilities, Inc. regarding both water treatment plant land and wastewater treatment plant land.

2. See attached Exhibit E-2: Unexecuted copy of a warranty deed from Golden Ocala Golf Course Partners to Golden Ocala Utilities, Inc. to be executed and recorded within thirty (30) days after the order is entered granting the certificate requested in the application to which this Exhibit E is attached.



Address: Golden Scale Golf Course/Partners  
7200 U.S. Highway 27, N.W., Okaloosa, FL 32502  
Golden Scale Utilities, Inc.  
7200 U.S. Highway 27, N.W., Okaloosa, FL 32502

I, the undersigned, hereby agree that Seller shall not and Buyer shall pay the following described Real Property and Personal Property (collectively "Property") upon the following terms and conditions, which include conditions for Real Estate Transactions ("Conditions") on the reverse side hereof or attached hereto and there and referents to the Contract for Sale and Purchase ("Contract").

1. (a) Legal description of the Real Property located in Okaloosa County, Florida See Exhibit A attached hereto and made a part hereof  
(b) Street address, city, zip, of the Property is \_\_\_\_\_  
(c) Personal Property: None

4. PURCHASE PRICE: 267,113.00  
PAYMENT:  
(a) Deposit held in escrow by Seller in the amount of 0  
(b) Additional escrow deposit to be made within 0 days after Effective Date (as defined in Paragraph 10) in the amount of 0  
(c) Subject to AND assumption of existing mortgage in good standing in favor of \_\_\_\_\_  
(d) Purchase money mortgage and note to Seller (see addendum) in the amount of 267,113.00  
(e) Other: (100.00)

5. TIME FOR ACCEPTANCE OF OFFER: OFFERING DATE: None; FIRMNESS: If the offer is not accepted by and delivered to the Seller ON FACT OF EXECUTION communicated in writing within the parties on or before 3/7/96 the offering will, at Buyer's option, be returned and the offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A complete copy of this Contract and any attached hereto shall be considered for all purposes as original.

6. ~~6.1. This Purchase Price or any part of it is to be financed by a third-party loan. The financing is conditioned on Buyer obtaining a written commitment within \_\_\_\_\_ days after Effective Date for (CHECK ONLY ONE):  a fixed,  an adjustable, or  a fixed or adjustable rate loan in the principal amount of \$ \_\_\_\_\_ of which interest rate not to exceed \_\_\_\_\_ % discount and amortization term not to exceed \_\_\_\_\_ % of principal amount, within a term of \_\_\_\_\_ years. Buyer shall pay all closing costs and all other financing costs and reasonable charges to obtain these commitments and, thereafter, to satisfy terms and conditions of the commitments and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to obtain Buyer's funds within the above-stated time period for obtaining a commitment or, after deposit of funds, fails to meet the terms and conditions of the commitment, then either party shall be free to terminate this Contract. If Buyer terminates this Contract and Buyer shall be refunded the deposit, or~~  
6.2. The existing mortgage described in Paragraph 1(c), check: (a)  the existing mortgage shall remain in place with the same interest rate or  a fixed interest rate of \_\_\_\_\_ % per annum. At time of the transfer, some fixed interest rates are subject to conversion to adjustable rates. The rate shall not exceed \_\_\_\_\_ % per annum. Buyer shall, within \_\_\_\_\_ days after Effective Date, furnish a statement from each mortgage lender showing the current interest method of payment, amount due and date of payment. Buyer has agreed to assume a mortgage which requires approval of Buyer by the lender. Buyer shall provide the lender with the necessary information and documents to complete the mortgage. Any mortgage charges not to exceed \$ \_\_\_\_\_ shall be paid by Buyer. If Buyer is not satisfied by mortgage or the lender's information or representation are not in accordance with the terms of this Contract or mortgage makes a change in excess of the stated amount, Seller or Buyer may demand the Contract be written under the other party unless set or stated in writing to the contrary. ~~6.3. The existing mortgage shall be paid in full by Buyer. If Buyer is not satisfied by mortgage or the lender's information or representation are not in accordance with the terms of this Contract or mortgage makes a change in excess of the stated amount, Seller or Buyer may demand the Contract be written under the other party unless set or stated in writing to the contrary.~~

7. TITLE CURATIVE: At least 15 days before closing date, Seller shall cause the title to be examined by a title insurance company. Seller shall cause to be corrected all title defects which are shown by the title insurance company to be in Seller's favor or in Buyer's favor, or  Buyer shall at Buyer's expense cause the title to be examined by a title insurance company.  Buyer shall, at Buyer's expense, cause to be corrected all title defects which are shown by the title insurance company to be in Seller's favor or in Buyer's favor, or  the insurance commitment with equal copies of instruments listed as covenants attached hereto and, after closing, at Buyer's policy of the insurance.

8. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered at or about 10:00 a.m. on the first business day after the date of this Contract.  
9. RESTRICTIONS, COVENANTS, EASEMENTS: Buyer shall take title subject to all restrictions, covenants, easements, conditions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise known to the seller, including public utility easements of record instruments on to be located on the Real Property less and not more than 10 feet in width as to the rear or front less and 7 feet in width as to the side lines, unless otherwise stated herein; term for year of closing and subsequent years; assumed mortgages and purchase money mortgages. If any of additional terms, see addendum; provided, that there exists at closing no violation of the foregoing and none prevent sale of the Property for operation of a water and wastewater utility plant (purpose).

10. CURRENCY: Seller warrants that there are no parties in possession other than Seller; but if Property is intended to be rented or occupied beyond closing, the last and latest tenant and the landlord or occupants shall be deemed to be in Seller's possession. Buyer shall cause occupancy of Property by Buyer at time of closing unless otherwise stated herein. If occupancy is to be deferred before closing, Buyer assumes all risks of loss to Property from date of closing until the date of occupancy and holds the responsibility for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

11. TYPESETTER OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, notes and addenda shall control all printed portions of this Contract in conflict with them.  
12. NOTES: (CHECK those notes which are applicable AND are attached to this Contract:  
(a)  COASTAL CONSTRUCTION CONTROL LINE (b)  ZONING (c)  HOMEOWNERS ASSOCIATION SCHEDULE  
(d)  CONDOMINIUM (e)  EASEMENTS (f)  RESIDENTIAL LEASE-GREEN HATCHED SCHEDULE  
(g)  FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (h)  TIE-UP (i)

13. ASSIGNABILITY: (CHECK ONLY ONE): Buyer  may assign and thereby be released from any further liability under this Contract;  may assign but not be released from liability under this Contract; or  may not assign this Contract.

14. ~~14.1. Buyer shall cause the title to be examined by a title insurance company. Seller shall cause to be corrected all title defects which are shown by the title insurance company to be in Seller's favor or in Buyer's favor, or  Buyer shall at Buyer's expense cause the title to be examined by a title insurance company.  Buyer shall, at Buyer's expense, cause to be corrected all title defects which are shown by the title insurance company to be in Seller's favor or in Buyer's favor, or  the insurance commitment with equal copies of instruments listed as covenants attached hereto and, after closing, at Buyer's policy of the insurance.~~  
14.2. Buyer may have a building, structure, utility, or other improvement on the Real Property, if any is located on the Real Property, which is not shown on the plat or otherwise known to the seller, including public utility easements of record instruments on to be located on the Real Property less and not more than 10 feet in width as to the rear or front less and 7 feet in width as to the side lines, unless otherwise stated herein; term for year of closing and subsequent years; assumed mortgages and purchase money mortgages. If any of additional terms, see addendum; provided, that there exists at closing no violation of the foregoing and none prevent sale of the Property for operation of a water and wastewater utility plant (purpose).

15. ~~15.1. Seller shall cause the title to be examined by a title insurance company. Seller shall cause to be corrected all title defects which are shown by the title insurance company to be in Seller's favor or in Buyer's favor, or  Buyer shall at Buyer's expense cause the title to be examined by a title insurance company.  Buyer shall, at Buyer's expense, cause to be corrected all title defects which are shown by the title insurance company to be in Seller's favor or in Buyer's favor, or  the insurance commitment with equal copies of instruments listed as covenants attached hereto and, after closing, at Buyer's policy of the insurance.~~  
15.2. Seller shall cause the title to be examined by a title insurance company. Seller shall cause to be corrected all title defects which are shown by the title insurance company to be in Seller's favor or in Buyer's favor, or  Buyer shall at Buyer's expense cause the title to be examined by a title insurance company.  Buyer shall, at Buyer's expense, cause to be corrected all title defects which are shown by the title insurance company to be in Seller's favor or in Buyer's favor, or  the insurance commitment with equal copies of instruments listed as covenants attached hereto and, after closing, at Buyer's policy of the insurance.

16. SPECIAL CLAUSES, ADDENDA: If additional terms are to be provided, attach addendum and CHECK HERE

THIS IS OFFERED TO BE A LEGALLY BINDING CONTRACT IF NOT FULLY UNDERSTOOD, WITH THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.  
THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.

Approval does not constitute an opinion that any of the terms and conditions in the Contract shall be enforced by the parties in a particular transaction. Terms and conditions should be reviewed in light of the particular facts and circumstances of each transaction. Consult your attorney for more information.  
COPYRIGHT 1988 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS

GOLDEN SCALE UTILITIES, INC.  
By: William Fohar, Chief Executive Officer 3/7/96  
Social Security or Tax I.D. # \_\_\_\_\_  
Golden Scale Utilities, Inc. 3/7/96  
Social Security or Tax I.D. # 39-3307507

(Buyer) \_\_\_\_\_ (Seller) \_\_\_\_\_ (Title) \_\_\_\_\_ (Agent) \_\_\_\_\_  
Social Security or Tax I.D. # \_\_\_\_\_ Social Security or Tax I.D. # \_\_\_\_\_

Deposit under Paragraph 4 (a) required: IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. (Escrow Agent)  
BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract.

Name \_\_\_\_\_  
Listing Broker \_\_\_\_\_  
FAR/BAR-4 Revised 12/88 FAR/BAR 12/88 REPER: \_\_\_\_\_

GOLDEN OCALA UTILITIES, INC.

EXHIBIT E-1



**EXHIBIT A**

**Legal Description**

**Parcel 1 - Wastewater Treatment Plant :**

**A Tract of land situated in Section 1, Township 15 South, Range 20 East and Section 6, Township 15 South, Range 21 East, Marion County, Florida; being more particularly described as follows:**

**Commence at the Southeast corner of the Northeast 1/4 of Section 1, Township 15 South, Range 20 East, Marion County, Florida; Thence run N00°02'10"E, along the East Line of said Section 1, 229.75 feet; Thence run S87°49'30"E, 497.86 feet to a point on the Westerly Right of Way Line of County Road No. 225A (N.W. 80th Avenue) (60 feet Right of Way), said point being on a curve concave Southeasterly and having a radius of 2,383.63 feet and central angle of 15°45'58" and chord bearing and distance of S32°04'33"W, 653.84 feet; Thence run Southwesterly along the arc of said curve, 330.04 feet to the Point of Beginning (POB); Thence run along the arc of a curve concave Southeasterly and having a radius of 2,383.63 feet and central angle of 19°19'16" and chord bearing and distance of S14°31'56"W, 800.00 feet; Thence run Southwesterly along the arc of said curve, 803.80 feet; Thence run West 1,099.40 feet; Thence N13°38'31"E, 1,260.51 feet; Thence run S65°48'26"E, 1,099.40 feet to the Point of Beginning (POB).**

**AND**

**Parcel 2 - Water Plant Site:**

**Tract #2 of Golden Ocala Unit No. One as per map or plat thereof Recorded in Plat Book "W" Pages 75-80 of the Public Records of Marion County, Florida.**

Golden Scale Golf Course/Partners  
7200 U.S. Highway 27, U.M., Ocala, FL 32002  
Golden Scale Utilities, Inc.  
7200 U.S. Highway 27, U.M., Ocala, FL 32002

Buyer agrees that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively, "Property") upon the following terms and conditions, which shall constitute the Real Estate Transaction ("Transaction") on the terms and conditions set forth herein and which shall be subject to the Contract for Sale and Purchase ("Contract").

(a) Legal description of the Real Property located in Marion County, Florida: See Exhibit A attached hereto and made a part hereof.

(b) Street address, city, zip, of the Property is:  
(c) Parcel Property: 0000

PURCHASE PRICE: \$ 267,113.00  
Deposit held in escrow by Seller in the amount of \$ 100.00  
Additional earnest deposit to be made within days after Effective Date in the amount of \$  
Subject to AND assumption of existing mortgage in good standing to Buyer of having an approximate present principal balance of \$  
Purchase money mortgage and note to Seller due at maturity in the amount of \$ 267,113.00  
Other:  
Balance to close by U.S. cash, LOCALLY DRAWN certified or cashier's check or third-party loan, subject to adjustments or provisions \$ (100.00)

TIME FOR ACCEPTANCE OF OFFER: This offer is not irrevocable and shall be subject to withdrawal or revocation at any time prior to the date when the last one of the Buyer and Seller has signed this offer. A duplicate copy of this Contract and any signatures hereon shall be considered for all purposes as original.

By the Purchase Price or any part of it is to be financed by a third-party loan, this Contract is conditioned on Buyer obtaining a written commitment within days after Effective Date for (CHECK ONE): 1 a loan; 2 an adjustable; or 3 a fixed or adjustable rate loan in the principal amount of \$ of which amount only not to exceed % discount and program has not to exceed % of principal amount and for a term of years. Buyer shall provide a statement within days after Effective Date and use reasonable diligence to obtain written approval and signature of lender to verify terms and conditions of loan commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to verify the terms and conditions of the loan commitment for obtaining a commitment or, after deposit effort, fails to meet the terms and conditions of the commitment, then either party shall be released from this Contract. If Buyer obtains a commitment and Buyer shall be released from the deposit. If the existing mortgage described in Paragraph 1(a), above, has (CHECK ONE): 1 a fixed or adjustable interest rate; or 2 a fixed interest rate of % per annum. At time of the transfer, some fixed interest rates are subject to change. Buyer shall pay all interest on the loan. Buyer shall, within days after Effective Date, furnish a statement from each mortgagee stating the amount, interest rate and status of the loan. Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption. Upon Buyer's assumption of the mortgage, the mortgagee shall return it to the mortgagee. Any mortgagee charges not to exceed \$ shall be paid by Buyer. If Buyer is not assumed by mortgagee or the mortgagee's assumption are not in accordance with the terms of the Contract or mortgagee makes a change in amount of the stated amount, Seller or Buyer may cancel this Contract by written notice to the other party within 10 days after the date of the mortgagee's assumption.

TIME TO CLOSE: At least 15 days before closing date. Seller shall deliver to Buyer a copy of the deed and other documents required by the Contract. Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney, or 2 Buyer shall at Buyer's expense obtain title insurance policy for \$ per \$ of the purchase price with a face amount of \$ per \$ of the purchase price. Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney, or 2 Buyer shall at Buyer's expense obtain title insurance policy for \$ per \$ of the purchase price with a face amount of \$ per \$ of the purchase price.

RECORDING: This transaction shall be closed and the deed and other closing papers delivered as provided in paragraph 1 of the First Addendum. Buyer shall take the subject to comprehensive title and plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing on the plat or otherwise shown to the satisfaction, public utility requirements of record instruments are to be located contiguous to the Property lines and not more than 10 feet in width to the rear or front lines and 7 1/2 feet in width to the side lines, unless otherwise stated herein. Taxes for year of closing and subsequent years, assumed mortgages and purchase money mortgages, if any of additional items, are indicated, provided, that there exists at closing no violation of the foregoing and none present use of the Property for operation of a water and wastewater utility plant.

ASSUMPTION: Seller warrants that there are no parties in possession other than Seller, but if Property is intended to be leased or occupied beyond closing, the list and terms thereof and the terms of occupancy shall be disclosed pursuant to Paragraph 17. Buyer shall deliver occupancy of Property to Seller at time of closing unless otherwise stated herein. It is the responsibility of Buyer to be disclosed before closing. Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

IDENTIFICATION ON HANDSHELF PROVISIONS: Typewritten or handwritten provisions, notes and addenda shall control all printed provisions of the Contract in conflict with Form 1500. (CHECK ONE) (a) COASTAL CONSTRUCTION CONTROL LINE (b) HURRICANE (c) CONDOMINIUM (d) FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (e) MEMBERSHIP ASSOCIATION ENCLOSURE (f) RESIDENTIAL LEAD-BASED PENCIL ENCLOSURE

ASSIGNABILITY: (CHECK ONE) Buyer may assign and transfer to released from any further liability under this Contract. 2 may assign but not be released from liability under this Contract.

REPRESENTATIONS AND WARRANTIES: Seller warrants that the information provided herein is true and correct to the best of Seller's knowledge and belief. Seller warrants that the information provided herein is true and correct to the best of Seller's knowledge and belief. Seller warrants that the information provided herein is true and correct to the best of Seller's knowledge and belief.

REPRESENTATIONS AND WARRANTIES: Seller warrants that the information provided herein is true and correct to the best of Seller's knowledge and belief. Seller warrants that the information provided herein is true and correct to the best of Seller's knowledge and belief. Seller warrants that the information provided herein is true and correct to the best of Seller's knowledge and belief.

SPECIAL CLAUSES: ADDENDUM: If additional terms are to be printed, attach addendum and CHECK HERE 3

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. THE FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR. Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the specific facts, circumstances and requirements of each individual case. COPYRIGHT 1995 BY THE FLORIDA BAR AND THE FLORIDA ASSOCIATION OF REALTORS.

GOLDEN SCALE UTILITIES, INC.  
By: X [Signature] 3/7/96  
(Name) [Name], Chief Executive Officer  
Social Security or Tax ID # [Number]  
[Signature] 3/7/96  
Social Security or Tax ID # 39-2307507

Buyer: \_\_\_\_\_  
Seller: \_\_\_\_\_  
Social Security or Tax ID # \_\_\_\_\_  
Social Security or Tax ID # \_\_\_\_\_

Deposit under Paragraph 1 (a) received. IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. (Broker Agent)

BROKER'S FEE: The brokers named below, including listing and cooperating brokers, are the only brokers entitled to compensation in connection with this Contract.

Name: \_\_\_\_\_  
Listing Broker: \_\_\_\_\_

FAR/BAR-4 Revised 12/95 FAR/BAR 12/95 RID/BV GOLDEN Ocala UTILITIES, INC.

EXHIBIT E-1



## **EXHIBIT A**

### **Legal Description**

#### **Parcel 1 - Wastewater Treatment Plant :**

**A Tract of land situated in Section 1, Township 15 South, Range 20 East and Section 6, Township 15 South, Range 21 East, Marion County, Florida; being more particularly described as follows:**

**Commence at the Southeast corner of the Northeast 1/4 of Section 1, Township 15 South, Range 20 East, Marion County, Florida; Thence run N00°02'10"E, along the East Line of said Section 1, 229.75 feet; Thence run S87°49'30"E, 497.86 feet to a point on the Westerly Right of Way Line of County Road No. 225A (N.W. 80th Avenue) (60 feet Right of Way), said point being on a curve concave Southeasterly and having a radius of 2,383.63 feet and central angle of 15°45'58" and chord bearing and distance of S32°04'33"W, 653.84 feet; Thence run Southwesterly along the arc of said curve, 330.04 feet to the Point of Beginning (POB); Thence run along the arc of a curve concave Southeasterly and having a radius of 2,383.63 feet and central angle of 19°19'16" and chord bearing and distance of S14°31'56"W, 800.00 feet; Thence run Southwesterly along the arc of said curve, 803.80 feet; Thence run West 1,099.40 feet; Thence N13°38'31"E, 1,260.51 feet; Thence run S65°48'26"E, 1,099.40 feet to the Point of Beginning (POB).**

**AND**

#### **Parcel 2 - Water Plant Site:**

**Tract #2 of Golden Ocala Unit No. One as per map or plat thereof Recorded in Plat Book "W" Pages 75-80 of the Public Records of Marion County, Florida.**

## **FIRST ADDENDUM TO CONTRACT FOR SALE AND PURCHASE**

**THIS FIRST ADDENDUM to Contract for Sale and Purchase (the "Contract") is made between GOLDEN OCALA GOLF COURSE PARTNERS as Seller and GOLDEN OCALA UTILITIES, INC. as Buyer.**

**1. In the event of any conflict between the terms and provisions of this Addendum and any terms and provisions of the Contract, the terms and provisions of this Addendum shall control. Capitalized terms which are employed in this Addendum without definition but which are defined in the Contract or any other addendum thereto, shall have the same meaning in this Addendum as in the Contract or any other addendum thereto.**

**2. The Seller acknowledges and agrees that the Buyer will apply to the Public Service Commission ("PSC") of the State of Florida for issuance of an original certificate ("Certificate") to operate a water and wastewater utility plant on the Property. This Contract is contingent upon the Certificate being issued by the PSC to the Buyer within 12 months after execution of this Contract. If the Certificate is not issued within the aforesaid period, then this Contract shall be null and void and all parties released from any obligation hereunder.**

**3. Closing of this transaction shall occur within thirty (30) days after issuance of the Certificate by the PSC.**

Prepared by & return to:  
J. Stephen Gardner, Engineer  
220 South Franklin Street  
Tampa, Florida 33602

[SPACE ABOVE LINE FOR RECORDING INFORMATION]

### **WARRANTY DEED**

**THIS WARRANTY DEED is made this \_\_\_\_ day of \_\_\_\_\_, 1996, by GOLDEN OCALA GOLF COURSE PARTNERS, a Florida general partnership, hereinafter referred to as "Grantor," and GOLDEN OCALA UTILITIES, INC., a Florida corporation, whose mailing address is 7300 U. S. Highway 27, N.W., Ocala, Florida 34482, hereinafter referred to as "Grantee".**

### **WITNESSETH**

**That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys, and confirms unto the Grantee, all that certain land (the "Land") situate, lying, and being in Marion County, Florida, to-wit:**

#### **Parcel 1 - Wastewater Treatment Plant:**

**A Tract of land situated in Section 1, Township 15 South, Range 20 East and Section 6, Township 15 South, Range 21 East, Marion County, Florida; being more particularly described as follows:**

**Commence at the Southeast corner of the Northeast 1/4 of Section 1, Township 15 South, Range 20 East, Marion County, Florida; Thence run N00°02'10"E, along the East Line of said Section 1, 229.75 feet; Thence run S87°49'30"E, 497.86 feet to a point on the Westerly Right of Way Line of County Road No. 225A (N.W. 80th Avenue) (60 foot Right of Way), said point being on a curve concave Southeasterly and having a radius of 2,383.63 feet and central angle of 15°45'58" and chord bearing and distance of S32°04'33"W, 653.84 feet; Thence run Southwesterly along the arc of said curve, 330.04 feet to the Point of Beginning (POB); Thence run along the arc of a curve concave Southeasterly and having a radius of 2,383.63 feet and central angle of 19°19'16" and chord bearing**

**GOLDEN OCALA UTILITIES, INC.**

**EXHIBIT E-2**

and distance of  $814^{\circ}31'56''$ W, 800.00 feet; Thence run Southwesterly along the arc of said curve, 803.80 feet; Thence run West 1,099.40 feet; Thence  $N13^{\circ}38'31''$ E, 1,280.51 feet; Thence run  $S65^{\circ}48'26''$ E, 1,099.40 feet to the Point of Beginning (POB).

**AND**

**Parcel 2 - Water Plant Site:**

Tract #2 of Golden Ocala Unit No. One as per map or plat thereof Recorded in Plat Book "W" Pages 75-80 of the Public Records of Marion County, Florida.

TOGETHER WITH all tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder, and easement thereto belonging or in anywise appertaining.

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

Grantor hereby covenants with Grantee that, subject to and except for the matters described on Exhibit A attached hereto (the "Permitted Encumbrances"), the Grantor is lawfully seized of the Land in fee simple; that the Grantor has good right and lawful authority to sell and convey the Land; that except for the Permitted Encumbrances, the Land is free from all encumbrances, and Grantor will warrant and defend the same against the lawful claims and demands of all persons or entities whatsoever.

WHEREVER used in this Deed, the terms "Grantor" and "Grantee" include the respective heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has executed and delivered this Warranty Deed the date first stated above.

Witnesses:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

**GOLDEN OCALA GOLF COURSE  
PARTNERS, a Florida general  
partnership**

By: \_\_\_\_\_  
Name(print): \_\_\_\_\_  
Title(print): \_\_\_\_\_

**Grantor's Address:**

**7300 U.S. Highway 27, N.W.  
Ocala, Florida 34482**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by \_\_\_\_\_ as \_\_\_\_\_ of GOLDEN OCALA GOLF COURSE PARTNERS, a Florida general partnership. Such officer is personally known to me or produced as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

91550.01





RECEIVED  
MAY 22 1964  
U.S. DEPARTMENT OF COMMERCE

**EXHIBIT F**

**Part III. B. (1)**

**Proposed ERCs - Wastewater**

The number of equivalent residential connections (ERCs) proposed to be served by the entire project is 799. Phase 1 will service 100 ERCs to 100 residential lots. No commercial ERCs will be serviced in Phase 1. Additional phases are not yet designed and calculated. The first phase of the plant will have a capacity of 35,000 gallons per day, and the meter size will be 5/8" x 3/4".



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**EXHIBIT C**

**Part III. B. (d)**

**Response**

**Applicant does not anticipate production of sufficient effluent for reuse in Phase 1. The wastewater effluent will be discharged into the ground by means of evaporation/percolation ponds. When sufficient effluent is being produced, golf course irrigation will be considered.**



ALL STATE, LOCAL AND FEDERAL GOVERNMENTS RECYCLED

**EXHIBIT B**

**Part IX. B. (9)**

**Evidence of Ownership - Hester**

**See Exhibits B-1 and B-2.**



1997 6/28 10:22:00 AM

**EXHIBIT I**

**Part IV. A1**

**Ability to Provide Service**

The applicant has the financial and technical ability to provide reasonably sufficient and efficient water and wastewater service to Golden Ocala. Financially, two of the three shareholders of the applicant utility are the same as the partners of the developer of Golden Ocala. The partners own all 591 acres of Golden Ocala free and clear of mortgages, liens and encumbrances. Technically, the utility will contract with and hire such professional operators of water and wastewater facilities as will be required to operate the utility efficiently. Such operation will be in compliance with all regulatory requirements of the agencies having jurisdiction over water and wastewater operations.





Small, faint text or markings, possibly a page number or reference code, located on the left side of the page.

**EXHIBIT J**

**Part IV. B1**

**Financial Statement of Applicant**

Since the applicant has not yet commenced operations, it has no assets or liabilities. The developer of the residential community which the utility will serve, Golden Ocala Golf Course Partners, a Florida general partnership, has paid all of the applicant's obligations to date. See Exhibit K-1 for the financial statement of the developer. Audited financial statements are not available.



ALL STATE LEGAL BUREAU CO. 1000 WEST 10TH ST. DENVER, CO. 80202

**EXHIBIT K**

**Part IV. G1**

**Entities Providing Funding**

The applicant will rely upon the developer of Golden Ocala, Golden Ocala Golf Course Partners, a Florida general partnership, to provide funding to the utility. Both the manner and amount of such funding will be as required and necessary to operate the utility efficiently and in compliance with all regulatory requirements.

See attached Exhibit K-1: Financial statement as of November 30, 1995 for Golden Ocala Golf Course Partners, the developer of Golden Ocala, the residential community to be served by the applicant utility.

**GOLDEN OCALA GOLF COURSE PARTNERS  
BALANCE SHEET  
AS OF NOVEMBER 30, 1995**

<b>ASSETS</b>		
Cash in Bank General	\$24,179.00	
Cash in Bank Payroll	50.00	
Pre Shop Bank	1,697.00	
Accounts Receivable	14,848.00	
Food & Beverage Inventory	6,461.00	
Pre Shop Inventory	16,977.00	
	-----	
<b>Total Current Assets</b>		<b>\$64,212.00</b>
<b>FIXED ASSETS</b>		
Golf Course and Land	5,604,002.00	
Furniture & Fixtures	13,564.00	
Office Equipment	9,513.00	
Office Equip. Lease/purchase	15,000.00	
Golf Course Maint. Equip.	140,712.00	
Golf Course Maint. Lease/purchase	100,130.00	
Buildings	954,000.00	
Land Development	200,723.00	
Land Purchase	202,221.00	
Capital Improvements	99,604.00	
Accumulated Depreciation	-100,106.00	
	-----	
<b>Total Fixed Assets</b>		<b>\$7,309,138.92</b>
<b>OTHER ASSETS</b>		
Prepaid Insurance	4,811.00	
Deposits	3,787.00	
	-----	
<b>Total Other Assets</b>		<b>\$ 8,518.00</b>
		-----
<b>TOTAL ASSETS</b>		<b>\$7,621,869.92</b>
		-----

**GOLDEN OOLA GOLF COURSE PARTNERS  
BALANCE SHEET  
AS OF NOVEMBER 30, 1995**

**LIABILITIES AND EQUITY**

**Current Liabilities**

Accounts Payable	122,486.00
Oak Hills County Club	31,407.00
Rainbow Springs	44,865.00
American Equip. Leasing	79,975.00
Country Club Systems	4,400.00
Golden Oola GC, Inc.	- 71.00
Lease. Commercial Leasing	19,436.00
Payroll Tax Payable	554.00
Sales Tax Payable	4,744.00
Suspense	- 294.00

**Total Current Liabilities** **\$ 367,571.00**

**Equity**

Golden Oola Partners	7,851,092.00
Retained Earnings	71,741.00
Current Earnings	- 408,535.00

**Total Equity** **\$7,514,297.92**

**Total Liab. and Equity** **\$7,881,868.92**

**\*\*\*\*\***

ALL STATE LOAN OFFICERS EDU RECYCLED



**EXHIBIT L**

**Part IV. D1**

**Schedule of Projected Cost**

See Golden Ocala Utilities, Inc. Special Report dated February 19, 1996 and Supplement No. 1 to Special Report, attached as Exhibit L-1 for the projected cost of the proposed water and sewer systems for Phase 1, and the capacity of each component of the systems in ERCs and gallons per day.



**Golden Ocala Utilities, Inc.**  
**Special Report**  
**Original Certificate Application**  
**February 19, 1996**

**GOLDEN OCALA UTILITIES, INC.**

**EXHIBIT L-1**

**Golden Oaks Utilities, Inc.  
Special Report  
Original Certificate Application**

**Index**

<u>Schedule No.</u>	<u>Page(s)</u>	<u>Description</u>
1	1	Accountant's Letter
2	2	Estimated Rate Base when Phase I Utility Plants are Operating at Designed Capacity (100 SMC's)
3	3	Estimated Utility Plant Costs and Capacities for Phase I Utility Facilities
4	4-5	Accumulated Depreciation and Depreciation Expense through Build-out of Phase I
5	6	Used and Useful calculations for Phase I Utility Facilities
6	7	CIAC and Accumulated Amortization of CIAC when Phase I Utility Plant is Operating at Designed Capacity
7	8-9	Calculation of Proposed Service Availability Charges for Phase I Utility Facilities
8	10-13	Allocation of AFUDC to Phase I Plant; Calculation of AFUDC and Cumulative Plant Costs
9	14	Engineering Estimate of Phase I Plant Costs Before AFUDC
10	15-16	Proforma Cost of Capital Reconciled to Phase I Rate Base
11	17-18	Proforma Statements of Operation when Phase I Plants are Operating at Designed Capacity
12	19-20	Operation and Maintenance Expenses for Phase I Utility Plants Schedule of Proposed Rates and Charges

**Cronin, Jackson, Nixon & Wilson**  
**CERTIFIED PUBLIC ACCOUNTANTS, P.A.**

**JAMES L. CARLSTEDT, C.P.A.**  
**JOHN H. CRONIN, JR., C.P.A.**  
**ROBERT H. JACKSON, C.P.A.**  
**ROBERT C. NIXON, C.P.A.**  
**HOLLY M. TOWNER, C.P.A.**  
**JAMES L. WILSON, C.P.A.**

**2360 GULF-TO-BAY BOULEVARD**  
**SUITE 200**  
**CLEARWATER, FLORIDA 34625-4419**  
**(813) 791-6020**  
**TELECOPIER**  
**(813) 797-3602**

**February 19, 1996**

**Officers and Directors**  
**Golden Ocala Utilities, Inc.**

**In accordance with your request, we have prepared the accompanying Special Report of Golden Ocala Utilities, Inc. consisting of the schedules listed in the preceding Index. This report is intended solely for use as part of an original certificate application for initial rates and charges to be filed with the Florida Public Service Commission and should not be used for any other purpose.**

**Because this Special Report was not audited by us, we do not express an opinion or any other form of assurance on it.**

*Cronin, Jackson, Nixon & Wilson*

**CRONIN, JACKSON, NIXON & WILSON**

**Golden Oaks Utilities, Inc.  
Estimated Rate Base when Phase I Utility  
Plants are Operating at Designed Capacity (1)**

Line No.		Schedule No. Reference	Water	Sewer
1	Utility plant in service	2	\$ 408,533	\$ 622,612
2	Land	2	5,238	261,875
3	Accumulated depreciation	3	(32,367)	(54,236)
4	Non-used and useful plant	4	(57,381)	(218,215)
5	Contributions in Aid of Construction (CIAC)	5	(260,545)	(492,259)
6	Accumulated amortisation of CIAC	5	<u>16,764</u>	<u>32,384</u>
7			80,242	152,161
8	Allowance for working capital (2)		<u>3,013</u>	<u>3,075</u>
9	Rate base		<u>\$ 83,255</u>	<u>\$ 155,236</u>

10 Notes: (1) Golden Oaks Utilities, Inc. was formed to provide central water and sewer  
 11 service to Golden Oaks, a planned Golf Course Community of 800 residential homes.  
 12 The first phase will consist of 100 residential units served by water and wastewater  
 13 treatment plants, with designed capacities of 35,000 gpd. Additional treatment  
 14 modules will be added to serve subsequent phases. The water distribution and sewage  
 15 collection systems for Phase I (100 lots) are in existence and were constructed by  
 16 the former bankrupt developer of the property. Although the water and sewage lines  
 17 are in place, they were never utilized because of failure of the former developer  
 18 before any lot sales or construction and operation of the water and sewer plants.

19 The Community will consist primarily of town homes and zero lot line residential  
 20 units, most of which will be secondary residences for customers who, for the most  
 21 part, will be retirees. Accordingly, the company's engineer has used daily demands  
 22 per ERC of 250 gpd and 300 gpd for water and wastewater, respectively.

23 Because of the number of residential units to be served by Phase I, the proposed  
 24 rates and charges are based on providing service to 100 percent of Phase I customers.

25 (2) Based on 1/8 of the operation and maintenance expenses shown on Schedule  
 26 No. 11.

**Golden Oaks Utilities, Inc.  
Estimated Utility Plant Costs and Capacities  
for Phase I Utility Facilities**

Line No.	NARUC Account Number		Estimated Cost	Capacity (gpd)	Capacity (ERC's)	Cost per Gallon of Capacity
1	<u>Water</u>					
2	302	Franchises (1)	\$ 10,000	200,000	800	\$ 0.09
3	303	Land (1/2 acre)	8,238	35,000	140	0.15
4	307	Wells	10,500	35,000	140	0.30
5	309	Supply mains	79,483	35,000	140	2.27
6	311	Pumping equipment	21,340	35,000	140	0.62
7	320	Water trtmt. equip. (chlorination)	8,385	35,000	140	0.15
8	330	Distribution reservoirs	43,000	35,000	140	1.23
9	331	Trans. & distribution mains (2)	172,375	25,000	100	6.90
10	333	Services (2)	34,816	25,000	100	1.38
11	334	Meters & meter installations (3)	10,500	25,000	100	0.42
12	335	Hydrants (2)	13,154	25,000	100	0.53
13		<b>Total</b>	<b>\$ 413,771</b>	<b>-</b>	<b>-</b>	<b>\$ 14.04</b>
14	<u>Sewer</u>					
15	352	Franchises (1)	\$ 10,000	160,000	800	\$ 0.11
16	353	Land (29 acres)	261,875	35,000	175	7.48
17	360	Collection sewers - force (2)	13,124	20,000	100	0.66
18	361	Collection sewers - gravity (2)	340,811	20,000	100	17.02
19	363	Services (2)	8,624	20,000	100	0.43
20	370	Receiving wells (lift stations)	55,332	35,000	175	1.58
21	380	Treatment & disposal equipment	159,355	35,000	175	4.55
22	381	Plant sewers	27,666	35,000	175	0.79
23		<b>Total</b>	<b>\$ 884,487</b>	<b>-</b>	<b>-</b>	<b>\$ 32.62</b>

24 Notes: (1) Estimated legal, accounting, engineering, and filing costs to obtain original  
25 certificate and initial rates.

26 (2) The costs of the water transmission and distribution and wastewater collection  
27 system will be contributed by the developer.

28 (3) Meters and meter installations are based on a cost of \$105 applied to the 100  
29 connections in Phase I. See Schedule No. 6.

**Golden Oaks Utilities, Inc.**  
**Accumulated Depreciation and Depreciation Expense**  
**Through Build-out of Phase I**

Line No.	NAIUC Account Number	Estimated Cost	pcc Depreciation Rate	Annual Depreciation Expense	Factor for Years to Phase I Build-out(1)	Accumulated Depreciation
1	Water					
2	302	10,000	2.90	450	2.5	1,125
3	307	10,500	3.70	389	2.5	973
4	309	70,403	3.10	2,464	2.5	6,160
5	311	21,940	6.70	1,443	2.5	3,608
6	320	5,305	16.30	770	2.5	1,925
7	(Chlorinates)					
8	330	43,000	3.30	1,432	2.5	3,555
9	331	172,375	2.90	4,309	2.5	10,773
10	333	34,515	2.90	1,001	2.5	2,503
11	334	10,800	5.90	620	(Note 2)	922
12	335	12,154	2.90	329	2.5	823
13	Total	\$ 400,332		\$ 13,197		\$ 32,367
14	Equal					
15	352	10,000	2.90	450	2.5	1,125
16	360	10,124	3.70	486	2.5	1,215
17	361	340,911	2.90	8,513	2.5	21,293
18	363	9,624	2.90	290	2.5	625
19	370	50,232	4.00	2,213	2.5	5,533
20	380	190,205	5.00	8,924	2.5	22,310
21	381	27,665	3.10	858	2.5	2,145
22	Total	\$ 620,612		\$ 21,694		\$ 54,236

Notes: (1) The Company expects to reach capacity of Phase I (100 residential lots) in three years and believes this is a conservative estimate. The half-year convention is included in the factor used above.

(2) New connections are expected to be added evenly over the next three years. See Schedule No. 5 for computation of accumulated depreciation/amortization.

(3) Facilities to be constructed.

**Golden Oaks Utilities, Inc.  
Used and Useful Calculations for Phase I Plant**

Line No.	MARUC Account Number		Capacity of Plant Component (gpd)	Phase I Demand (gpd)	Percent Used & Useful	Percent Non-used & Useful
1	<b>Water</b>					
2	302	Franchises	200,000	25,000	12.5%	87.5%
3	303	Land	35,000	25,000	71.4	28.6
4	307-330	Wells, supply mains, pumping equip., water trmt. equip., distribution reservoirs	35,000	25,000	71.4	28.6
5						
6						
7	331-335	Trans. & distribution mains, services, meters, hydrants	25,000	25,000	100.0	-
8						
9	<b>Sewer</b>					
10	352	Franchises	160,000	20,000	12.5	87.5
11	353	Land	35,000	20,000	57.1	42.9
12	360-363	Collection sewers - force, gravity, services	20,000	20,000	100.0	-
13						
14	370-381	Receiving wells (lift stations), treatment & disposal equip., plant sewers	35,000	20,000	57.1	42.9
15						
16						

17 **Note:** Water and sewer treatment plants to serve Phase I customers will have design  
18 capacities of 35,000 gpd each. Such sizing has been determined by the Utility's  
19 engineer to be the most cost effective configuration to provide service to the  
20 100 developed lots in Phase I. As a result, non-used and useful adjustments are  
21 are necessary to match the capacities of the treatment plants to the number of  
22 of connections to be served in Phase I.  
23

**Golden Oaks Utilities, Inc.**  
**Net Non-used and Useful Plant for Phase I**

Line No.	NARUC Account Number		Projected Phase I Costs	Projected Accumulated Depreciation	Projected Net Plant Costs	Non-used & Useful Percent (1)	Net Non-used & Useful Plant
1	<b>Water</b>						
2	302	Franchises	\$ 10,000	\$ 1,125	\$ 16,875	87.50	\$ 14,766
3	303	Land	5,230	-	5,230	29.64	1,498
4	307-330	Wells, supply mains, pumping equip., water treat. equip., distribution reservoirs					
5			<u>159,900</u>	<u>16,221</u>	<u>143,767</u>	<u>29.60</u>	<u>41,117</u>
6							
7		<b>Total</b>	<u>\$ 182,220</u>	<u>\$ 17,346</u>	<u>\$ 165,000</u>	<u>-</u>	<u>\$ 52,361</u>
8	<b> sewer</b>						
9	352	Franchises	\$ 10,000	\$ 1,125	\$ 16,875	87.50	\$ 14,766
10	353	Land	261,875	-	261,875	42.94	112,344
11	370-381	Receiving wells (lift stations), treatment & disposal equip., plant sewers					
12			<u>292,253</u>	<u>29,900</u>	<u>212,365</u>	<u>42.94</u>	<u>91,105</u>
13							
14		<b>Total</b>	<u>\$ 322,220</u>	<u>\$ 31,113</u>	<u>\$ 491,115</u>	<u>-</u>	<u>\$ 216,215</u>

15 Note (1): Calculation of non-used and useful percentages are shown on page 1 of this schedule.



**Golden Oaks Utilities, Inc.**  
**CIAC and Accumulated Amortization of CIAC when**  
**Utility Plant is Operating at Phase I Design Capacity**

Line No.	Year	Description	No. New Customers	CIAC Collections(1)	Amortization Rate (2)	Factor for Years to Build-out(3)	Accumulated Amortization of CIAC
1		<b>Water</b>					
2	1	Plant capacity charges	33	\$ 9,900	3.90	2.5	\$ 965
3		Contributed property	N/A	220,045	2.56	2.5	14,099
4		Meter fees	33	3,465	5.90	2.5	510
5				<u>233,410</u>			<u>15,574</u>
6	2	Plant capacity charges	33	9,900	3.90	1.5	579
7		Meter fees	33	3,465	5.90	1.5	306
8				<u>13,365</u>			<u>885</u>
9	3	Plant capacity charges	34	10,200	3.90	0.5	199
10		Meter fees	34	3,570	5.90	0.5	106
11				<u>13,770</u>			<u>305</u>
12		<b>Total</b>		<u>\$ 260,545</u>			<u>\$ 16,764</u>
13		<b>Sewer</b>					
14	1	Plant capacity charges	33	\$ 42,900	4.70	2.5	\$ 5,128
15		Contributed property	N/A	362,259	2.55	2.5	23,123
16				<u>405,159</u>			<u>28,251</u>
17	2	Plant capacity charges	33	42,900	4.70	1.5	3,076
18	3	Plant capacity charges	34	44,200	4.70	0.5	1,057
19		<b>Total</b>		<u>\$ 492,259</u>			<u>\$ 32,394</u>

20 Notes: (1) Based on contribution of the transmission, distribution, and collection systems;  
21 proposed water and sewer plant capacity charges of \$300 and \$1,300, respectively; and a meter  
22 fee of \$105. See Schedule No. 6.

23 (2) Applicable depreciation rates per Rule 25-30.140.

24 (3) See Note (1) on Schedule No. 3.

**Golden Oaks Utilities, Inc.**  
**Calculation of Proposed Service Availability Charges**

<u>Line No.</u>		
1	<b>Water</b>	
2	<b><u>Plant capacity charge</u></b>	
3	Total plant cost per gallon of daily capacity (Schedule No. 2)	\$ 14.04
4	Less: Cost of transmission & distribution plant to be contributed by developer (Schedule No. 3)	(9.23)
5	Investment by utility required to result in a 75 percent guideline level of CIAC per Rule 25-30.800 FAC	(3.61)
6		<u>1.20</u>
7	Proposed plant capacity charge per gallon of daily demand	1.20
8	Daily demand per ERC (gpd)	<u>250</u>
9		<u>300</u>
10	Proposed plant capacity charge per ERC	<u>\$ 300</u>
11	<b><u>Meter and installation charge (5/8" x 3/4")</u></b>	
12	Meter	\$ 42
13	Box and fittings	18
14	Installation (outside plumber)	35
15	Administration & overhead	<u>10</u>
16	Total proposed charge	<u>\$ 105</u>
17	<b>sewer</b>	
18	<b><u>Plant capacity charge</u></b>	
19	Total plant cost per gallon of daily capacity (Schedule No. 2)	\$ 32.62
20	Less: Cost of collection plant to be contributed by developer	(18.11)
21	Investment by utility required to result in a 75 percent guideline level of CIAC per Rule 25-30.800 FAC	(8.01)
22		<u>6.50</u>
23	Proposed plant capacity charge per ERC	6.50
24	Daily demand per ERC (gpd)	<u>200</u>
25	Proposed plant capacity charge per ERC	<u>\$ 1,300</u>

**Golden Ocala Utilities, Inc.  
Allocation of AFUDC to Phase I Plant Costs**

<u>Line No.</u>	<u>NARUC Account Number</u>	<u>Estimated Costs (1)</u>	<u>Percent Ratio (3)</u>	<u>AFUDC Allocated (2)</u>	<u>Total Plant Costs</u>
1	<b>Water</b>				
2	307 Wells	\$ 9,960	6.56	\$ 540	\$ 10,500
3	309 Supply mains	75,390	49.68	4,093	79,483
4	311 Pumping equipment	20,431	13.46	1,109	21,540
5	320 Water treatment equip.				
6	(chlorinator)	5,107	3.37	278	5,385
7	330 Distribution reservoirs	40,862	26.93	2,218	43,080
8	<b>Total</b>	<u>\$ 151,750</u>	<u>100.00</u>	<u>\$ 8,238</u>	<u>\$ 159,988</u>
9	<b>Sewer</b>				
10	370 Receiving wells				
11	(lift stations)	\$ 51,096	22.83	\$ 4,236	\$ 55,332
12	380 Treatment & disp. equip.	147,156	65.75	12,199	159,355
13	381 Plant sewers	25,548	11.42	2,118	27,666
14	<b>Total</b>	<u>\$ 223,800</u>	<u>100.00</u>	<u>\$ 18,553</u>	<u>\$ 242,353</u>

15 Notes: (1) Excludes water transmission and sewer collection system costs, since  
 16 these facilities have already been constructed. The estimated costs before AFUDC  
 17 are estimates of the Company's engineer and are shown on pages 1 and 2 of  
 18 Schedule No. 8.

19 (2) Total AFUDC per page 2 of this schedule.

20 (3) AFUDC is allocated to the respective primary plant accounts on their  
 21 relative value to total estimated plant costs.

**Golden Ocala Utilities, Inc.**  
**Calculation of AFUDC and Cumulative Phase I Plant Costs**

Line No.	Month	Estimated Monthly CWIP Increase (1)	Accumulated CWIP - Beginning of Month	Accumulated CWIP - End of Month	Average CWIP Balance	Monthly AFUDC (2)	Total Capitalized
1	<b>Water</b>						
2	1	\$ 12,645	-	\$ 12,645	\$ 6,323	\$ 55	\$ 12,700
3	2	12,645	12,700	25,345	19,023	167	25,512
4	3	12,646	25,512	38,158	31,835	279	38,437
5	4	12,646	38,437	51,083	44,760	393	51,476
6	5	12,646	51,476	64,122	57,799	507	64,629
7	6	12,646	64,629	77,275	70,952	622	77,897
8	7	12,646	77,897	90,543	84,220	739	91,282
9	8	12,646	91,282	103,928	97,605	856	104,784
10	9	12,646	104,784	117,430	111,107	975	118,405
11	10	12,646	118,405	131,051	124,728	1,094	132,145
12	11	12,646	132,145	144,791	138,468	1,215	146,006
13	12	<u>12,646</u>	<u>146,006</u>	<u>158,652</u>	<u>152,329</u>	<u>1,336</u>	<u>159,988</u>
14	<b>Total</b>	<u>\$ 151,750</u>				<u>\$ 8,238</u>	<u>\$ 159,988</u>
15	<b>Sewer</b>						
16	1	\$ 12,433	-	\$ 12,433	\$ 6,217	\$ 55	\$ 12,488
17	2	12,433	12,488	24,921	18,705	164	25,085
18	3	12,433	25,085	37,518	31,302	275	37,793
19	4	12,433	37,793	50,226	44,010	386	50,612
20	5	12,433	50,612	63,045	56,829	499	63,544
21	6	12,433	63,544	75,977	69,761	612	76,589
22	7	12,433	76,589	89,022	82,806	726	89,748
23	8	12,433	89,748	102,181	95,965	842	103,023
24	9	12,433	103,023	115,456	109,240	958	116,414
25	10	12,433	116,414	128,847	122,631	1,076	129,923
26	11	12,433	129,923	142,356	136,140	1,194	143,550
27	12	12,433	143,550	155,983	149,767	1,314	157,297
28	13	12,434	157,297	169,731	163,514	1,434	171,165
29	14	12,434	171,165	183,599	177,382	1,556	185,155
30	15	12,434	185,155	197,589	191,372	1,679	199,268
31	16	12,434	199,268	211,702	205,485	1,803	213,505
32	17	12,434	213,505	225,939	219,722	1,927	227,866
33	18	<u>12,434</u>	<u>227,866</u>	<u>240,300</u>	<u>234,083</u>	<u>2,053</u>	<u>242,353</u>
34	<b>Total</b>	<u>\$ 223,800</u>				<u>\$ 18,553</u>	<u>\$ 242,353</u>

35 Notes: (1) Excludes cost of water distribution and sewer collection systems,  
36 since these assets have previously been constructed.

37 (2) AFUDC is based on an annual rate of 11.05% , discounted to a  
38 monthly rate of .877200%. See Schedule No. 9.

**Golden Oaks Utilities, Inc.  
Engineering Estimate of Phase I Plant Costs Before AFUDC**

Line No.	Description	Total Cost	NAPUC Acct. No.
1	<b>I. Water Supply and Treatment Plant (2)</b>		
2	(A) Well permit fee	\$ 5	
3	165 LF 12" well drilling @ 911/ft.	1,815	
4	114 LF 12" casing @ 922/ft.	2,508	
5	12" drive shoe @ 9750	750	
6	Mobilization	300	
7	105 bags cement @ 912	1,272	
8	Bacteriological survey	850	
9	Chemical analysis	2,250	
10	Engineering (1)	<u>210</u>	
11		<u>\$ 9,960</u>	307
12	(B) 10,000 gallon hydraulic tank	\$ 40,000	
13	Engineering (1)	<u>862</u>	
14		<u>\$ 40,862</u>	330
15	(C) Chlorinator	\$ 5,000	
16	Engineering (1)	<u>107</u>	
17		<u>\$ 5,107</u>	320
18	(D) 75 hp pump with electric & controls	\$ 20,000	
19	Engineering (1)	<u>431</u>	
20		<u>\$ 20,431</u>	311
21	(E) 12" PVC water main - 2,600 LF @ 925	\$ 65,000	
22	4" PVC water main - 1,100 LF @ 90	8,800	
23	Engineering (1)	<u>1,590</u>	
24		<u>\$ 75,390</u>	309
25	Total estimated cost	<u>\$ 151,750</u>	
26	Notes: (1) Total estimated engineering costs of \$3,200 were allocated to supply		
27	and treatment plant based on the relative value of each component to total		
28	estimated costs.		
29	(2) The engineering estimates were provided by the Company's engineer,		
30	Dr. Sheikh Masan, P.E., Planning & Engineering Resources, Ocala, Florida		

**Golden Ocala Utilities, Inc.**  
**Engineering Estimate of Phase I Plant Costs Before AFUDC**

<u>Line No.</u>		<u>Total Cost</u>	<u>NAPUC Acct. No.</u>
1	<b>II. <u>Wastewater Treatment Plant &amp; Disposal System (2)</u></b>		
2	(A) <b>15,000 gpd plant</b>		
3	Equipment & installation	\$ 95,000	
4	Site cleaning & grading	10,000	
5	Electric	25,000	
6	Ponds:		
7	Cleaning & grubbing	2,000	
8	Excavation & fill	10,000	
9	Grassing & misc. site work	2,000	
10	Engineering (1)	<u>3,156</u>	
11		<u>\$ 147,156</u>	360
12	(B) Piping connection (in & out)	\$ 25,000	
13	Engineering (1)	548	
14		<u>\$ 25,548</u>	381
15	(C) Two lift stations	\$ 50,000	
16	Engineering (1)	1,096	
17		<u>\$ 51,096</u>	370
18	<b>Total estimated cost</b>	<u><u>\$ 223,800</u></u>	
19	Notes: (1) Total estimated engineering costs of \$4,000 were allocated to treatment		
20	and disposal plant based on the relative value of each component to total estimated		
21	costs.		
22	(2) The engineering estimates were provided by the Company's engineer,		
23	Dr. Sheikh Nasan, P.E., Planning & Engineering Resources, Ocala, Florida		

**Golden Ocala Utilities, Inc.**  
**Engineering Estimate of Phase I Plant Costs, Excluding AFUDC**

**Original Cost of Existing Water Distribution System (1)**

Line No.	Description	Quantity	Unit	Unit Price	Total	NARUC Acct. No.
1	12" PVC Water Main	3,100	LF	\$ 18.10	\$ 57,558	331
2	8" PVC Water Main	10,800	LF	9.30	100,440	331
3	6" PVC Water Main	100	LF	7.04	1,267	331
4	Lot Service	100	EA	345.16	34,516	333
5	Fire Hydrant Assemblies	12	EA	1,096.16	13,154	335
6	12" MJ Gate Valve & Box	5	EA	762.90	3,815	331
7	8" MJ Gate Valve & Box	17	EA	408.00	6,936	331
8	12" x 12" MJ Tee	1	EA	378.58	379	331
9	8" x 8" MJ Tee	3	EA	221.84	666	331
10	12" x 8" MJ Tee	1	EA	327.60	328	331
11	12" x 8" Fexpe Reducer	1	EA	178.85	179	331
12	8" MJ 90 Bend	3	EA	160.15	480	331
13	8" x 2" MJ Tap Plug	1	EA	65.89	65	331
14	12" MJ Plug	1	EA	81.95	82	331
15	2" Blowoff Assembly	1	EA	180.87	180	331
16	<b>Total Costs</b>				<u><b>\$ 220,045</b></u>	

17 Note (1): The original cost estimates are based on contracts, invoices, and  
18 the original system drawings for the existing water distribution system.  
19 Such estimates were provided by the Company's engineer, Dr. Sheikh Hasan,  
20 P.E., Planning & Engineering Resources, Ocala, Florida. These assets will  
21 be contributed to the Utility by the developer.

**Golden Ocala Utilities, Inc.**  
**Engineering Estimate of Phase I Plant Costs, Excluding AFUDC**

**Original Cost of Existing Sewage Collection System (1)**

Line No.	Description	Quantity	Unit	Unit Price	Total	NARUC Acct. No.
1	Manholes	56	LF	\$ 789.50	\$ 44,212	361
2	Drop Manholes	6	LF	1,200.00	7,200	361
3	12" PVC	1,240	LF	19.00	23,560	361
4	10" PVC	4,360	EA	17.50	76,300	361
5	8" PVC	10,400	EA	9.00	93,600	361
6	6" PVC	175	EA	6.53	1,143	361
7	4" PVC Force Main	1,700	EA	7.72	13,124	360
8	4" PVC Service Lines	3,400	EA	6.88	23,392	361
9	4" Dip Service Lines	630	EA	11.85	7,466	361
10	8" Dip	1,790	EA	15.20	27,208	361
11	PVC Services	113	EA	53.15	6,006	363
12	Dip Services	8	EA	327.30	2,618	363
13	Rock Excavation	1		36,430.97	<u>36,430</u>	361
16	<b>Total Costs</b>				<u><b>\$ 362,259</b></u>	

Note (1): The original cost estimates are based on contracts, invoices, and the original system drawings for the existing sewer collection system. Such estimates were provided by the Company's engineer, Dr. Sheikh Hasan, P.E., Planning & Engineering Resources, Ocala, Florida. These assets will be contributed to the Utility by the developer.



**Golden Ocala Utilities, Inc.  
 Proforma Cost of Capital Reconciled to Phase I  
 Rate Base**

Line No.		<u>Estimated Amount</u>	<u>Percent Ratio</u>	<u>Cost of Each Percent</u>	<u>Weighted Cost</u>
1	Equity	\$ 95,396	40%	11.80%	4.75%
2	Debt	<u>143,095</u>	<u>60%</u>	<u>10.90%</u>	<u>6.30%</u>
3	Total	<u>\$ 238,491</u>	<u>100%</u>	-	<u>11.05%</u>

4 Note: A proforma capital structure consisting of 40 percent  
 5 equity and 60 percent debt is proposed in order that the  
 6 initial rates established in this proceeding will provide  
 7 adequate financial resources.

8 Equity contributions will be made as required by stockholders  
 9 to finance the operations of the Utility in the initial years  
 10 of development.

11 The cost of debt is based on the current prime rate (8.50%)  
 12 plus 2 percent.

**Gelden Ocala Utilities, Inc.**  
**Proforma Statements of Operation when Phase I**  
**Plants are Operating at Designed Capacity**

Line No.		<u>Estimated Costs</u>	<u>Proforma Adjustments (1)</u>	<u>Proforma Amounts</u>
1	<b>Water</b>			
2	Operating revenue	\$ -	(C) \$ 45,148	\$ 45,148
3	Operating expenses:			
4	Operation & maintenance (Schedule No. 11)	24,100		24,100
5	Depreciation (Schedule No. 3)	13,197	(A) (9,679)	3,518
6	Taxes other than income		(B) 6,298	
7			(D) 2,032	8,330
8		<u>37,297</u>	<u>(1,349)</u>	<u>35,948</u>
9	Operating income (loss)	<u>\$ (37,297)</u>	<u>\$ 46,497</u>	<u>\$ 9,200</u>
10	<b>Water</b>			
11	Operating revenue	\$ -	(C) \$ 56,903	\$ 56,903
12	Operating expenses:			
13	Operation & maintenance (Schedule No. 11)	24,600		24,600
14	Depreciation (Schedule No. 3)	21,694	(A) (21,003)	691
15	Taxes other than income		(B) 11,897	
16			(D) 2,561	14,458
17		<u>46,294</u>	<u>(6,545)</u>	<u>39,749</u>
18	Operating income (loss)	<u>\$ (46,294)</u>	<u>\$ 63,448</u>	<u>\$ 17,154</u>

19 (1) Proforma adjustments are shown on Page 2 of this schedule. No provision for income  
20 taxes is requested, since the Utility will be a Sub-chapter S Corporation for  
21 income tax purposes.

**Golden Coals Utilities, Inc.**  
**Adjustments to Proforma Statements of**  
**Operations for Phase I Utility Plants**

Line No.		<u>Water</u>	<u>Sewer</u>
1	(A) <b>Depreciation</b>		
2	Gross depreciation (Schedule No. 3)	\$ 13,197	\$ 21,694
3	Non-used and useful depreciation	(2,250)	(5,540)
4	Amortization of CIAC	<u>(7,422)</u>	<u>(15,463)</u>
5	Net depreciation expense	3,518	691
6	Gross depreciation per above	<u>(13,197)</u>	<u>(21,694)</u>
7	Adjustment required	<u>\$ (9,679)</u>	<u>\$ (21,003)</u>
8	(B) <b>Taxes other than income</b>		
9	<b>Property taxes</b>		
10	Gross Phase I plant costs (Schedule No. 2)	\$ 413,771	\$ 884,487
11	Less: Accumulated depreciation (Schedule No. 3)	(32,367)	(54,236)
12	Net non-used & useful plant		
13	(Schedule No. 4)	<u>(57,381)</u>	<u>(218,215)</u>
14	Net used and useful assessed value	324,023	612,036
15	Current Marion County millage rate	<u>.019438</u>	<u>.019438</u>
16	Total property taxes	<u>\$ 6,298</u>	<u>\$ 11,897</u>
17	(C) <b>Revenue requirement</b>		
18	Revenue required to realize an 11.05% rate		
19	of return	<u>\$ 45,148</u>	<u>\$ 56,903</u>
20	(D) <b>Regulatory Assessment Fees (RAF's)</b>		
21	Total revenue requirement	\$ 45,148	\$ 56,903
22	RAF rate	<u>4.5%</u>	<u>4.5%</u>
23	Total RAF's	<u>\$ 2,032</u>	<u>\$ 2,561</u>

**Golden Ocala Utilities, Inc.  
Estimated Water Operation and Maintenance  
Expense for Phase 2 Utility Plants**

Line No.	MARUC Account Number	Description	Proforma Amount
1	615	Purchased power (2)	\$ 6,000
2	618	Chemicals (2)	600
3	620	Materials & supplies (2)	1,200
4	631	Contract services - engineering	1,000
5	632	Contract services - accounting (Annual Reports, index & pass-through adjustment, tax returns)	1,800
6	633	Contract services - legal	1,000
8	634	Contract services - management fee (meter reading, bookkeeper, receptionist, billing, customer accounts, customer service, computer, office space, overhead, management & administration) (1)	4,000
9			
12	635	Contract services - other - plant operator (2)	3,000
13	635.1	Contract services - other - maintenance (2)	2,000
14	635.2	Contract services - other - DEP testing (2)	1,500
15	655	Insurance expense	2,000
16		<b>Total estimated expenses</b>	<b>\$ 24,100</b>

17 Notes (1) The requested management fee includes all non-field utility functions  
18 required for safe and efficient utility operations. The total amount requested  
19 (\$8,000) represents approximately 50 percent of the salary of one office clerical  
20 employee and has been allocated equally between water and sewer.

21 (2) Estimates provided by the Company's engineer, Dr. Sheikh Hasan, P.E.,  
22 Planning & Engineering Resources, Ocala, Florida.

**Golden Ocala Utilities, Inc.  
Estimated Sewer Operation and Maintenance  
Expense for Phase I Utility Plants**

Line No.	NARUC Account Number	Description	Proforma Amount
1	711	Sludge removal expense (2)	\$ 1,200
2	715	Purchased power (2)	6,000
3	718	Chemicals (2)	600
4	720	Materials & supplies (2)	1,200
5	731	Contract services - engineering	1,000
6	732	Contract services - accounting (Annual Reports, index & pass-through adjustments, tax returns)	1,800
7			1,000
8	733	Contract services - legal	1,000
9	734	Contract services - management (meter reading, bookkeeper, receptionist, billing, customer accounts, customer service, computer, office space, overhead, management & administration) (1)	4,000
10			3,000
11	735	Contract services - other - plant operator (2)	3,000
12			2,500
13	735.1	Contract services - other - maintenance (2)	2,500
14			300
15	735.2	Contract services - other - DEP testing (2)	300
16	755	Insurance expense	2,000
17		<b>Total estimated expense</b>	<b>\$ 24,600</b>

18 Notes (1) The requested management fee includes all non-field utility functions  
19 required for safe and efficient utility operations. The total amount requested  
20 (\$8,000) represents approximately 80 percent of the salary of one office clerical  
21 employee and has been allocated equally between water and sewer.

22 (2) Estimates provided by the Company's engineer, Dr. Sheikh Nasan, P.E.,  
23 Planning & Engineering Resources, Ocala, Florida.

**Golden Ocala Utilities, Inc.  
Schedule of Proposed Rates and Charges**

<u>Line No.</u>		<u>Proposed Monthly Rate</u>
1	<b>I. <u>Service Rates</u></b>	
2	<b><u>Water</u></b>	
3	<b><u>Residential and general service</u></b>	
4	<b>Base facility charges:</b>	
5	5/8" x 3/4"	\$ 14.99
6	1"	37.48
7	1 1/2"	74.95
8	2"	119.92
9	3"	239.84
10	4"	374.75
11	6"	749.50
12	8"	1,199.20
13	<b>Gallonge charge per 1,000 gallons</b>	2.92
14	<b>Private fire protection (1/12 base facility charge):</b>	
15	2"	9.99
16	3"	19.99
17	4"	31.23
18	6"	62.46
19	8"	99.93
20	<b><u>Sewer</u></b>	
21	<b><u>Residential - all meter sizes</u></b>	
22	<b>Base facility charge</b>	18.14
23		
24	<b>Gallonge charge per 1,000 gallons (8,000 gallon max.)</b>	3.85
25	<b><u>General Service</u></b>	
26	<b>Base facility charges:</b>	
27	5/8" x 3/4"	18.14
28	1"	45.35
29	1 1/2"	90.70
30	2"	145.12
31	3"	290.24
32	4"	453.50
33	6"	907.00
34	8"	1,451.12
35	<b>Gallonge charge per 1,000 gallons (no maximum)</b>	3.85

**Golden Ocala Utilities, Inc.  
Schedule of Proposed Rates and Charges**

<u>Line No.</u>		<u>Water</u>	<u>Sewer</u>
1	II. <u>Miscellaneous service charges</u>		
2	Initial connection	\$ 15	\$ 15
3	Normal reconnection	15	15
4	Violation reconnection	15	Act. Cost
5	Premises visit	10	10
6	III. <u>Service availability charges</u>		
7	<u>Water (Schedule No. 9)</u>		
8	Plant capacity charges:		
9	Residential per ERC (250 gpd)	300	
10	General service:		
11	Per gallon of daily demand	1.20	
12	Minimum charge per ERC	300	
13	Meter and installation charges:		
14	5/8" x 3/4"	105	
15	1" and larger	Act. Cost	
16	<u>Sewer (Schedule No. 9)</u>		
17	Plant capacity charges:		
18	Residential per ERC (200 gpd)		1,300
19	General service:		
20	Per gallon of daily demand		6.50
21	Minimum charge per ERC		1,300
22	IV. <u>AFUDC rate (Schedule No. 9)</u>		
23	Requested annual rate for all future		
24	construction, until changed		11.05%
25	Discounted monthly rate		0.877200 %

**GOLDEN OCALA UTILITIES, INC.  
SUPPLEMENT NO. 1 TO SPECIAL REPORT  
ORIGINAL CERTIFICATE APPLICATION**

**Questionnaire**

**1. Number of connections anticipated (Phase 1):**

<u>Water</u>	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
Residential 5/8 x 3/4 " meter	<u>33</u>	<u>33</u>	<u>34</u>
Residential _____ " meter	<u>      </u>	<u>      </u>	<u>      </u>
Multiple dwelling units	<u>      </u>	<u>      </u>	<u>      </u>
Commercial	<u>      </u>	<u>      </u>	<u>      </u>
Fire Protection	<u>      </u>	<u>      </u>	<u>      </u>
<b>Total</b>	<b><u>33</u></b>	<b><u>33</u></b>	<b><u>34</u></b>

<u>Wastewater</u>	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
Residential	<u>33</u>	<u>33</u>	<u>34</u>
Multiple dwelling units	<u>      </u>	<u>      </u>	<u>      </u>
Commercial	<u>      </u>	<u>      </u>	<u>      </u>
<b>Total</b>	<b><u>33</u></b>	<b><u>33</u></b>	<b><u>34</u></b>

**2. Describe the anticipated type of customers, i.e., mobile homes, condominiums, single family, retirement areas, golf courses, pools, clubhouses, industrial, etc.**

Single family homes and townhomes only in Phase 1. Golf course and clubhouse  
will be served in subsequent phases; however, such phases have not yet been  
designed or calculated.

**3. How many years will it take for the utility to reach design capacity?**

4 years

**4. Give the approximate date you anticipate having your first connection.**

January, 1997



5. Do you anticipate future expansion or additional phases of construction?

Yes (Yes or No)

6. Describe briefly any developer agreements you anticipate and enclose a copy of any existing agreements, i.e., contributions of lines, etc.

There are no existing agreements. Within 30 days after the date of the Public Commission Order granting the requested certificate, a developer agreement will be signed which will address, among other things, contributions of lines, sale of land, etc.

Attachment No. N/A

7. Attach a copy of the deed for the land on which the plant facilities are located.

Attachment No. See Exhibit E of the Application

8. Provide number and date of issuance of any permit(s) obtained from Florida Department of Environmental Protection for construction of water or wastewater facilities.

Application for a permit has been filed with DEP, however, it cannot be finalized and a permit issued until the wastewater certificate is granted by the PSC.

9. Estimated gallons of water to be sold per month, at 80% of design capacity, by customer class:

Residential 5/8 x 3/4" meter	<u>780,416<sup>(1)</sup></u>
Residential _____" meter	_____
Multiple dwelling units	_____
Commercial	_____
Fire Protection	_____

<sup>(1)</sup> The requested rates in Exhibit L-1 are based on service to 100% of the existing developed lots in Phase 1. The gallons sold reflect monthly usage to those 100 lots in Phase 1. See further explanation in Item 3 of Exhibit M.

10. Describe the water treatment system, i.e., number of wells, storage capacity, type of water treatment.

One twelve inch (12") well has been drilled and a 10,000 gallon hydropneumatic tank will be added. The water will be chlorinated before being transmitted and  
and distributed to the utility customer.

11. Estimated gallons of wastewater to be treated per month, at 80% of design capacity, by customer class:

Residential	<u>608,333<sup>00</sup></u>
Multiple dwelling units	<u>                    </u>
Commercial	<u>                    </u>

(1) See note (1) in response to question 9.

12. Describe the wastewater treatment system, i.e., ponds, type of wastewater treatment, etc.

The wastewater will be transmitted through the collection system to the treatment plant. It will be subjected to a secondary treatment process, will be chlorinated and will then be discharged into the ground by using evaporation/percolation ponds.

**13. Provide evidence that the utility will have adequate financial backing.**

**Attachment No. See Exhibits J and K of  
the Application.**

**91567.02**

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**EXHIBIT E**

**Part IV, E1**

**Schedule of Projected Operating Expenses**

1. See Schedules 10 and 11 of Special Report attached as Exhibit L-1 for projected operating expenses of the proposed water system for Phase 1 by USOA account numbers when 100 percent of the water transmission and distribution system is being utilized.

2. See Schedules 10 and 11 of Special Report attached as Exhibit L-1 for projected operating expenses of the proposed wastewater system for Phase 1 by USOA account numbers when 100 percent of the wastewater collection system is being utilized.

3. The total developed lots to be served by Phase 1 is 100. Therefore, the initial rates requested have been based on the level of plant operation necessary to serve all Phase 1 customers. Appropriate non-used and useful adjustments have been made to match the costs and capacities of the water and wastewater treatment facilities to the water distribution and wastewater collection facilities for Phase 1.

ALL STATE - COM. 100% RECYCLED



**EXHIBIT B**

**Part IV. F1**

**Schedule of Projected Capital Structure**

**See Special Report attached as Exhibit L-1 showing the projected capital structure of the utility.**

ALL STATE FURNACE, INC. 800.221.9818 ECHO 84-00110





**EXHIBIT C**

**Part IV. G1**

**Cost Study**

1. See Special Report attached as Exhibit L-1 for cost study of the water system supporting the proposed rates, miscellaneous service charges, customer deposits and service availability charges.

2. See Special Report attached as Exhibit L-1 for cost study of the wastewater system supporting the proposed rates, miscellaneous service charges, customer deposits and service availability charges.



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**EXHIBIT P**

**Part IV. H**

**Alternative Rate Structure**

**Not applicable since the base facility rate and usage rate structure are being utilized for metered service.**

ALL STATE LEGAL SUPPLY CO. 1-800-877-8118 (DRI) RECYCLED



**EXHIBIT 9**

**Part XV. II**

**Evidence Supporting Use of Different Return on Equity**

Not applicable since the current equity leverage formula established by order of the Public Service Commission is being utilized.



Small, faint vertical text or markings located below the circular logo in the bottom left corner.

**EXHIBIT B**

**PART VI. A1**

**Territory Description**

The legal description for both the water and wastewater service territories is as follows:

**PARCEL 1**

Begin at the SW corner of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 36, Township 14 South, Range 20 East thence N.  $0^{\circ}15'24''$  E along the West boundary of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 36, a distance of 2582.69' to the South right of way line of U.S. Highway No. 27 thence S.  $89^{\circ}53'42''$  E. along said South right of way line a distance of 2400.92' thence S.  $0^{\circ}07'51''$  W. a distance of 521.78' thence West 550.00' thence S.  $0^{\circ}07'51''$  W. 792.00' thence S.  $32^{\circ}00'00''$  E. 830.00' thence South 600.00' thence East 286.07' thence South 1290.42' thence S.  $86^{\circ}00'00''$  E. 893.92' thence N.  $65^{\circ}00'00''$  E. 200.00' thence S.  $61^{\circ}30'00''$  E. 500.00' thence N.  $11^{\circ}00'00''$  E. 200.00' thence N.  $70^{\circ}00'00''$  E. 230.00' thence N.  $20^{\circ}00'00''$  E. 500.00' thence N.  $62^{\circ}00'00''$  W. 560.00' thence N.  $6^{\circ}09'54''$  W. 548.17' to the SW corner of Section 31, Township 14 South, Range 21 East, thence N.  $89^{\circ}53'13''$  E. 2487.28' thence N.  $89^{\circ}46'40''$  E. 130.39' thence N.  $00^{\circ}00'06''$  E. 295.16' thence N.  $89^{\circ}46'40''$  E. 295.16' thence N.  $00^{\circ}00'06''$  E. 504.34' thence N.  $89^{\circ}45'35''$  E. 318.20' to a point on the arc of a curve said curve having a radius of 547.19' and a central angle of  $34^{\circ}36'55''$  thence Northerly along and with the arc of said curve an arc distance of 330.58' to the P.C. of said curve, thence N.  $29^{\circ}17'25''$  E. 721.39' to the P.C. of a curve concave Northwesterly having a radius of 607.27' and a central angle of  $17^{\circ}14'16''$  thence Northerly along and with the arc of said curve an arc distance of 183.70' to a point on the Southerly right of way line of U.S. Highway No. 27 thence S.  $77^{\circ}56'52''$  E. along said Southerly right of way line a distance of 822.51' thence S.  $77^{\circ}56'52''$  E. a distance of 576.90' thence S.  $39^{\circ}08'18''$  E. a distance of 23.14' thence S.  $00^{\circ}08'33''$  E. a distance of 1570.56' thence S.  $89^{\circ}47'30''$  W. a distance of 779.86' thence S.  $00^{\circ}03'01''$  W. a distance of 30.00' then S.  $89^{\circ}47'30''$  W. a distance of 320.70' thence S.  $00^{\circ}00'27''$  W. a distance of 425.31' to the Northerly right of way line of County Road 225A thence S.  $58^{\circ}58'24''$  W. along said right of way line a distance of 3393.65' to the P.C. of a curve concave Southeasterly having a radius of 3383.63' and a central angle of  $19^{\circ}00'52''$  thence Southerly along and with the arc of said curve an arc distance of 790.81' thence N.  $87^{\circ}49'30''$  W. a distance 1917.52' thence North 500.00' thence S.  $84^{\circ}23'19''$  E. 69.12' thence N.  $76^{\circ}34'15''$  W. 2230.34' thence N.  $64^{\circ}32'38''$  W. 507.95' thence N.  $00^{\circ}24'48''$  E. 1366.81' to the Point of Beginning, all lying and being in Marion County, Florida.

ALSO

Commence at the SW corner of the NW  $\frac{1}{4}$  of Section 6, Township 15 South, Range 21 East; thence N.  $00^{\circ}03'10''$  E. along the West line of the NW  $\frac{1}{4}$ , a distance of 229.75' to the Point of Beginning of this description:

(1) Thence run S.  $87^{\circ}49'30''$  E. a distance of 497.86' to a point on the Westerly Right of Way of C-225-A (N.W. 80th Avenue), said point being on the arc of a curve of said Westerly Right of Way, said curve being concave Southeasterly having a radius of 2383.63' and a central angle of  $35^{\circ}08'18''$ ;

(2) Thence run Southwesterly along and with the arc of said curve of the Westerly Right of Way, an arc distance of 1459.75';

(3) Thence run West a distance of 2934.07';

(4) Thence run North a distance of 1460.67';

(5) thence run S.  $87^{\circ}49'30''$  E. a distance of 2986.81' to the Point of Beginning to close, in Marion County, Florida.



ALL STATE LEGAL SERVICES ARE PROVIDED BY THE STATE OF CALIFORNIA



**EXHIBIT 8**

**Part VI. B1**

**Territory Map**

**See attached map marked Exhibit 8-1 depicting both the water and wastewater service territories.**

ALL STATE USA SUPPLY CO. 100% RECYCLED



**EXHIBIT T**

**Part VI. C1**

**Map of Proposed Lines, Facilities and Territory**

1. See attached detailed map marked Exhibit T-1 showing existing and proposed lines, facilities and the territory proposed for the water facility.

2. See attached detailed map marked Exhibit T-1 showing existing and proposed lines, facilities and the territory proposed for the wastewater facility.

ALLIANT, A. SUPPLY CO. 888 222 9110 EDN11 RECYCLED



**EXHIBIT U**

**Part VII. A)**

**Affidavit of Notice to Governmental Agencies, Utilities, Etc.**

**To be filed as a late-filed exhibit.**



100% RECYCLED

100% RECYCLED

100% RECYCLED

**EXHIBIT V**

**Part VII. D1**

**Affidavit of Notice to Customers**

**To be filed as a late-filed exhibit.**



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DATE 11/19/01 BY 60322 UCBAW/STP



**EXHIBIT W**

**Part VII, C1**

**Affidavit of Notice of Publication**

**To be filed as a late-filed exhibit.**



**EXHIBIT X**

**Part II**

**Tariffs**

1. See attached Exhibit X-1 for water tariff containing all rates, classifications, charges, rules and regulations for the water utility.

2. See attached Exhibit X-2 for wastewater tariff containing all rates, classifications, charges, rules and regulations for the wastewater utility.

86432.04

**WATER TARIFF**

**GOLDEN OCALA UTILITIES, INC.**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**

**GOLDEN OCALA UTILITIES, INC.**

**EXHIBIT X-1**

**WATER TARIFF**

**GOLDEN OCALA UTILITIES, INC.**

**7300 U. S. Highway 27, N.W.  
Ocala, Florida 34462**

**Business Telephone #(352) 629-6229  
Facsimile Telephone #(352) 622-6177  
Emergency Telephone #(352) 629-6229**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**

**ALLAN FEKER \_\_\_\_\_  
ISSUING OFFICER**

**Chief Executive Officer  
TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

**MATERIALS**

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<b>Index of</b>	
<b>Rates and Charges Schedules.....</b>	<b>11.0</b>
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**ALLAN FEKER** \_\_\_\_\_  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Marion

COMMISSION ORDER APPROVING TERRITORY SERVED -

Order Number

Date Issued

Order Number

File Type

ORIGINAL CERTIFICATE

(Continued to Sheet No. 3.1)

ALLAN FEKER  
ISSUING OFFICER

Chief Executive Officer  
TITLE



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

**DESCRIPTION OF TERRITORY SERVED**

Begin at the SW corner of the SE ¼ of the SW ¼ of Section 36, Township 14 South, Range 20 East thence N. 0°15'24" E along the West boundary of the SE ¼ of the SW ¼ of said Section 36, a distance of 2582.69' to the South right of way line of U.S. Highway No. 27 thence S. 89°53'42" E. along said South right of way line a distance of 2400.82' thence S. 0°07'51" W. a distance of 521.78' thence West 550.00' thence S. 0°07'51" W. 792.00' thence S. 32°00'00" E. 830.00' thence South 600.00' thence East 286.07' thence South 1280.42' thence S. 88°00'00" E. 883.82' thence N. 85°00'00" E. 200.00' thence S. 61°30'00" E. 500.00' thence N. 11°00'00" E. 200.00' thence N. 70°00'00" E. 230.00' thence N. 20°00'00" E. 500.00' thence N. 62°00'00" W. 580.00' thence N. 8°09'54" W. 548.17' to the SW corner of Section 31, Township 14 South, Range 21 East, thence N. 89°53'13" E. 2487.28' thence N. 89°46'40" E. 130.39' thence N. 00°00'06" E. 286.18' thence N. 89°46'40" E. 286.18' thence N. 00°00'06" E. 504.34' thence N. 89°45'35" E. 318.20' to a point on the arc of a curve said curve having a radius of 547.19' and a central angle of 34°36'55" thence Northerly along and with the arc of said curve an arc distance of 330.58' to the P.C. of said curve, thence N. 29°17'28" E. 721.38' to the P.C. of a curve concave Northwesterly having a radius of 607.27' and a central angle of 17°14'16" thence Northerly along and with the arc of said curve an arc distance of 182.70' to a point on the Southerly right of way line of U.S. Highway No. 27 thence S. 77°56'52" E. along said Southerly right of way line a distance of 822.51' thence S. 77°56'52" E. a distance of 576.90' thence S. 38°08'18" E. a distance of 23.14' thence S. 00°08'33" E. a distance of 1570.56' thence S. 88°47'30" W. a distance of 778.88' thence S. 00°03'01" W. a distance of 30.00' then S. 89°47'30" W. a distance of 320.70' thence S. 00°00'27" W. a distance of 425.31' to the Northerly right of way line of County Road 225A thence S. 58°58'24" W. along said right of way line a distance of 3393.65' to the P.C. of a curve concave Southeasterly having a radius of 2383.63' and a central angle of 19°00'52" thence Southerly along and with the arc of said curve an arc distance of 780.81' thence N. 87°49'30" W. a distance 1917.52' thence North 500.00' thence S. 84°23'19" E. 88.12' thence N. 78°34'15" W. 2230.34' thence N. 64°32'28" W. 507.95' thence N. 00°24'48" E. 1388.81' to the Point of Beginning, all lying and being in Marion County, Florida.

**ALSO**

Commence at the SW corner of the NW ¼ of Section 8, Township 15 South, Range 21 East; thence N. 00°02'10" E. along the West line of the NW ¼, a distance of 229.75' to the Point of Beginning of this description:

- (1) Thence run S. 87°49'30" E. a distance of 487.88' to a point on the Westerly Right of Way of C-225-A (N.W. 80th Avenue), said point being on the arc of a curve of said Westerly Right of Way, said curve being concave Southeasterly having a radius of 2383.63' and a central angle of 35°06'18";
- (2) Thence run Southwesterly along and with the arc of said curve of the Westerly Right of Way, an arc distance of 1459.75';

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.1)

**DESCRIPTION OF TERRITORY SERVED**

- (3) Thence run West a distance of 2834.07';
- (4) Thence run North a distance of 1460.67';
- (5) thence run S.57°48'30" E. a distance of 2888.81' to the Point of Beginning to close, in Marion County, Florida.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**COMMUNITIES SERVED LISTING**

<b>County Name</b>	<b>Development Name</b>	<b>Rate Schedule(s) Available</b>	<b>Sheet No.</b>
Marion	Golden Ocala	Go to Sheet No. 12.0, Sheet No. 13.0, Sheet No. 14.0, Sheet No. 15.0 and Sheet No. 16.0	12.0, 13.0, 14.0, 15.0 and 16.0

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**TECHNICAL TERMS AND ABBREVIATIONS**

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

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

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

**ALLAN PEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**INDEX OF RULES AND REGULATIONS**

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(Continued to Sheet No. 6.1)

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 6.0)**

	<b>Sheet Number</b>	<b>Rule Number</b>
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**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**RULES AND REGULATIONS**

1.0 **GENERAL INFORMATION** - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

The Company shall provide water service to all customers requiring such service within its certified territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

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

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

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

5.0 **REFUSAL OR DISCONTINUANCE OF SERVICE** - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.330, Florida Administrative Code.

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

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

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

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

ALLAN FEKER  
ISSUING OFFICER

Chief Executive Officer  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

15.0 **CUSTOMER BILLING** - Bills for water service will be rendered monthly as stated in the rate schedule.

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

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

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

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

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

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

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 19.0 **UNAUTHORIZED CONNECTIONS - WATER** - Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 **METERS** - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 **ALL WATER THROUGH METER** - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spools are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 **ADJUSTMENT OF BILLS** - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.360, Florida Administrative Code.
- 23.0 **ADJUSTMENT OF BILLS FOR METER ERROR** - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 **METER ACCURACY REQUIREMENTS** - All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**INDEX OF RATES AND CHARGE SCHEDULES**

	<b><u>Sheet Number</u></b>
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<b>General Service, GS.....</b>	<b>12.0</b>
<b>Meter Test Deposits.....</b>	<b>15.0</b>
<b>Miscellaneous Service Charges.....</b>	<b>16.0</b>
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<b>Service Availability Fees and Charges.....</b>	<b>17.0</b>

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**GENERAL SERVICE**

**RATE SCHEDULE 02**

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

**BILLING PERIOD** - Monthly

**RATE** -

**A. Base Facility Charges:**

<u>Meter Size</u>	<u>Monthly Rate</u>
3/4" x 1"	\$ 14.88
1"	37.48
1 1/2"	74.96
2"	119.92
3"	239.84
4"	374.75
6"	749.50
8"	1,199.20

**B. Gallage charge per 1,000 gallons: 2.92**

**C. Private fire protection:**

<u>Meter Size</u>	<u>Monthly Rate</u>
2"	8.99
3"	19.99
4"	31.23
6"	62.46
8"	95.93

**MINIMUM CHARGE** - None, other than the base facility charge shown above.

**TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 26-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificate

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

**WATER TARIFF**

**RESIDENTIAL SERVICE**

**DATE SCHEDULE DS**

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

**BILLING PERIOD -** Monthly

**RATE -**

**A. Base Facility Charges:**

<u>Meter Size</u>	<u>Monthly Rate</u>
3/4" x 1"	\$ 14.99
1"	37.48
1 1/2"	74.95
2"	119.82
3"	239.64
4"	374.75
6"	749.50
8"	1,198.20

**B. Gallonage charge per 1,000 gallons: 2.92**

**C. Private fire protection:**

<u>Meter Size</u>	<u>Monthly Rate</u>
2"	9.99
3"	19.99
4"	31.23
6"	62.46
8"	99.83

**MINIMUM CHARGE -** None, other than the base facility charge shown above.

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

**EFFECTIVE DATE -**

**TYPE OF FILING -** Original Certificate

**ALLAN FEKER**  
ISSUING OFFICER

Chief Executive Officer  
TITLE

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**SCHEDULE OF CUSTOMER DEPOSITS**

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	74.00	74.00
1"	119.00	119.00
1 1/8"	194.00	194.00
2"	294.00	294.00
3"	524.00	524.00
4"	793.00	793.00
6"	1,543.00	1,543.00
8"	2,443.00	2,443.00

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

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

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

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificates.

**ALLAN FEKER**  
ISSUING OFFICER

Chief Executive Officer  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**METER TEST DEPOSITS**

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

<b>METER SIZE</b>	<b>FEES</b>
5/8" x 3/4"	\$30.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

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

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificate.

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**MISCELLANEOUS SERVICE CHARGES**

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

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

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

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

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

**Schedule of Miscellaneous Service Charges**

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

**EFFECTIVE DATE**

**TYPE OF FILING** - Original Certificate.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES**

<b>DESCRIPTION</b>	<b>AMOUNT</b>	<b>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</b>
<b><u>Back-Flow Preventor Installation Fee</u></b>		
5/8" x 3/4" .....	Not Applicable	Not Applicable
1" .....	Not Applicable	Not Applicable
1 1/2" .....	Not Applicable	Not Applicable
2" .....	Not Applicable	Not Applicable
Over 2" .....	Not Applicable	Not Applicable
<b><u>Customer Connection (Tap-in) Charge</u></b>		
5/8" x 3/4" metered service.....	Not Applicable	Not Applicable
1" metered service.....	Not Applicable	Not Applicable
1 1/2" metered service.....	Not Applicable	Not Applicable
2" metered service.....	Not Applicable	Not Applicable
Over 2" metered service.....	Not Applicable	Not Applicable
<b><u>Guaranteed Revenue Charge</u></b>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD.....	Not Applicable	Not Applicable
All others-per gallon/month.....	Not Applicable	Not Applicable
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD.....	Not Applicable	Not Applicable
All others-per gallon/month.....	Not Applicable	Not Applicable
<b><u>Inspection Fee</u></b> .....	Actual Cost (1)	24.10/18.0
<b><u>Main Extension Charge</u></b>		
Residential-per ERC (___ GPD).....	Not Applicable	Not Applicable
All others-per gallon.....	Not Applicable	Not Applicable
or		
Residential-per lot (___ foot frontage)....	Not Applicable	Not Applicable
All others-per front foot.....	Not Applicable	Not Applicable
<b><u>Meter Installation Fee</u></b>		
5/8" x 3/4" .....	\$105.00	24.4/9.0
1" .....	Actual Cost (1)	24.4/9.0
1 1/2" .....	Actual Cost (1)	24.4/9.0
2" .....	Actual Cost (1)	24.4/9.0
Over 2" .....	Actual Cost (1)	24.4/9.0
<b><u>Plan Review Charge</u></b> .....	Actual Cost (1)	24.4/9.0
<b><u>Plant Capacity Charge</u></b>		
Residential-per ERC (250 GPD).....	\$300.00	24.4/9.0
All others-per gallon.....	\$1.20 per gal. with minimum charge of \$300	24.4/9.0
<b><u>System Capacity Charge</u></b>		
Residential-per ERC (___ GPD).....	Not Applicable	Not Applicable
All others-per gallon.....	Not Applicable	Not Applicable

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

Continued from Sheet No. 17.0

**SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES**

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificate

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

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<b>CUSTOMER'S GUARANTEE DEPOSIT RECEIPT.....</b>	<b>19.0</b>

**ALLAN FEKER \_\_\_\_\_**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Fee/Rate)

GOLDEN OCALA UTILITIES, INC.

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CERTIFICATE NO. XXXX	CUSTOMER NAME		ACCT. NO.
	SERVICE ADDRESS		
	MAILING ADDRESS		
	DATE	AS A DEPOSIT OF <input type="checkbox"/> WATER <input type="checkbox"/> SEWER <input type="checkbox"/> WATER & SEWER	
	AMOUNT	NO. OF BILLS	

GOLDEN OCALA UTILITIES, INC. (referred to in this receipt as the "Company") acknowledges receipt of the amount shown above from the above-referenced customer (referred to in this receipt as "customer") as a deposit to be held by the Company in accordance with the following terms and conditions.

To guarantee the payment of any and all indebtedness of water and/or sewer service which may be or become due the Company by said customer, customer agrees that such deposit or any part thereof may be applied by the Company at any time in satisfaction of said guarantee that after each application the remainder thereof may be applied in discharge of any indebtedness of the customer to the Company whatsoever and that the Company may use said deposit as if the Company were the absolute owner thereof. Upon discontinuance of any or all services covered by this deposit, and the presentation of this receipt and proper identification, the Company agrees to refund to the customer that portion of the deposit applying to the service or services discontinued, less any amounts due the Company.

This deposit shall not preclude the Company from discontinuing for nonpayment any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services, or from seeking to recover any indebtedness of the customer which is in excess of the amount of the deposit.

THIS RECEIPT IS NOT NEGOTIABLE OR TRANSFERABLE, AND IS RECEIVABLE ONLY BY THE CUSTOMER WHOSE NAME APPEARS HEREON

GOLDEN OCALA UTILITIES, INC.

By: \_\_\_\_\_  
SIGNATURE  
Title: \_\_\_\_\_

ALLAN FEKER  
ISSUING OFFICER  
Chief Executive Officer  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.  
WATER TARIFF

**APPLICATION FOR SERVICE AND METER INSTALLATION**

**GOLDEN OCALA UTILITIES, INC. ("Company")**

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date service should begin \_\_\_\_\_

Service requested: \_\_\_\_\_ Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_  
Meter Size \_\_\_\_\_

By signing this agreement, the customer requests the service and meter size shown above and agrees to the following:

1. The customer will pay for both water and sewer service promptly each billing period at the rate or rates therefor established from time to time by the Company.
2. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer agrees not to utilize any appliances or devices which is not properly constructed, controlled and protected or which may adversely affect the water and/or wastewater service; the Company reserves the right to discontinue or withhold water and/or wastewater service to such apparatus or device.
3. The Company may refuse or discontinue water and/or wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.330, Florida Administrative Code. Any unauthorized connections to the customer's water and/or wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.330, Florida Administrative Code.
4. The customer agrees to abide by all existing Company rules and regulations as contained in the tariff, copies of which are available at the office of the Company.
5. Bills for water and/or wastewater service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days' written notice, service may be discontinued.
6. When a customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require written notice within 15 days prior to the date the customer desires to terminate service.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

Continued from Sheet No. 20.0

7. For residential customers, a meter and installation charge of \$100.00 is payable at the time of application, as well as a water plant capacity charge of \$300 and a sewer plant capacity charge of \$1,300.

For all other customers, the following charges will be payable at the time of application: (1) a meter and installation charge which will be based on the actual cost to the Company; (2) a water plant capacity charge which will be based on a charge of \$1.20 per gallon for each gallon of customer's estimated daily demand with a minimum charge of \$300; and a sewer plant capacity charge which will be based on a charge of \$0.90 per gallon for each gallon of customer's estimated daily demand with a minimum charge of \$1,300.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**APPLICATION FOR METER INSTALLATION**

See Sheet No. 20.0

**ALLAN FEKER \_\_\_\_\_**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**COPY OF CUSTOMER'S BILL**

Amount Now Due  
\$ \_\_\_\_\_

Make Check Payable:  
Golden Ocala Utilities, Inc.

Your Account Number

Golden Ocala Utilities, Inc.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34462  
(804) 629-6229

(date)

(Customer Name and address)

TO ENSURE PROMPT CREDIT PLEASE RETURN ABOVE PORTION OF BILL WITH YOUR PAYMENT

Golden Ocala Utilities, Inc.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34462  
(804) 629-6229

Billing Address:

(date)

Service Address:

Meter Number

\*Meter Reading

Usage (in  
1,000 gallons)

Last Month

Current Month

Amount Now Due  
\$

Your Account Number

Water Customer Class

Water Usage History	
Months	Usage (in 1,000 gal)

LAST BILLING	\$
LESS PAYMENTS	
WATER CHARGE	
SEWER CHARGE	
<b>Pay This Amount -----&gt;</b>	<b>\$</b>

THIS BILL DUE WHEN RECEIVED

ALLAN BEKER  
ISSUING OFFICER

Chief Executive Officer  
TITLE

\*See Reverse Side for  
Additional Information

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

## WATER TARIFF

(Continued from Sheet No. 22.0)

The following information will help you understand your utility bill

**Amount Now Due:** This month's charges are now due and will become delinquent after 30 days. Bills with an unpaid balance from the previous month are delinquent and subject to service discontinuance. Do not ignore the warning date shown - contact the Golden Ocala Utilities office at 629-6229 for further information.

**Payments:** If you do not use the pre-addressed remittance envelope provided, payment may be made in person between the hours of 8:00 a.m. and 5:00 p.m. at the Golden Ocala Utilities office at the address shown on the front of this bill.

**Explanation of Charges**

**Water and Sewer:** Water and Sewer charges are based on water usage measured in 1,000 gallon units. Current rates for water and sewer may be obtained from the Golden Ocala Utilities office.

Most meters have red or white triangular shaped leak indicators. With all taps off, the leak indicator should not move. Conserve water, read your meter, and check your leak indicator periodically. If leaks are found, have them repaired as soon as possible.

**Sewer Maximum:** Sewer charges are computed based upon monthly water usage. In order to account for non-sewer water uses such as lawn watering, car washing, etc., for computation of sewer charges water usage for each single-family residence is capped at 8,000 gallons per month.

**Customer Information**

**Billing Inquiries:** If you have a question regarding your utility bill please call the Golden Ocala Utilities office for further information and explanation.

**Moving?** As soon as you know when you want to discontinue service, call 629-6229 and let us know so that we may arrange to take the account out of your name. Never depend on the next occupant to sign up for service and relieve you of your liability.

**ALLAN FICKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

## WATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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**ALLAN FIKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.

WATER TARIFF

*Proposed*

**SERVICE AVAILABILITY POLICY**

**SEWER AND WATER**

**GOLDEN Ocala UTILITIES, INC.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34482**

**TO BE FILED WITH:**

**FLORIDA PUBLIC SERVICE COMMISSION**

**ALLAN FEKER** \_\_\_\_\_  
**ISSUING OFFICER**

**Chief Executive Officer** \_\_\_\_\_  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.0)

**SEWER AND WATER  
SERVICE AVAILABILITY POLICY**

**RULE 1.0      GENERAL INFORMATION**

Golden Ocala Utilities, Inc. (hereinafter referred to as the "Service Company") is a Florida corporation created for the purpose of providing water and wastewater service to that certain 581 acre residential and golf course development in Marion County, Florida, known as Golden Ocala. Golden Ocala is owned and is being developed by Golden Ocala Golf Course Partners, a Florida general partnership (hereinafter referred to as "Developer"). The Service Company hereby establishes this policy for the purpose of describing those facilities which the Service Company and the Developer are responsible to install at Golden Ocala, the conditions under which such facilities will be installed, and the conditions to be met by property owners, builders or developers (including the Developer) within the service area (all of which are hereafter sometimes referred to individually as a "Customer" and collectively as "Customers") in order to obtain water and sewer service. To insure the desired uniformity, the provisions of Chapter 25-10 g.c.s., Florida Administrative Code, are incorporated herein and made a part hereof.

**RULE 2.0      APPLICABILITY OF SERVICE AVAILABILITY POLICY**

The provisions of this policy are applicable to all Customers who desire service within or within reasonable proximity to the certificated territory of the Service Company.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.1)

**RULE 3.0      EXTENSIONS OUTSIDE CERTIFICATED TERRITORY**

The Service Company will not consider providing service outside the certificated territory unless (i) arrangements satisfactory to the Service Company are made, and (ii) the Florida Public Service Commission expands the certificated territory to include such other areas. The Service Company will make extensions outside the certificated territory only if the extensions, and treatment plant reservation or expansion required to serve such extensions, are economically feasible as defined by Rule 25-30.615(7), F.A.C., and satisfy the requirements of Section 367.121(1)(d).

**RULE 4.0      REQUIREMENT FOR PAYMENT OF CONTRIBUTION IN AID OF CONSTRUCTION**

The Service Company requires the payment of contributions in aid of construction in two forms: (i) in the case of all Customers, by each payments for service availability charges at the time of application for service or, (ii) in the case of the Developer, through transfer of water transmission and distribution facilities and sewage collection facilities, and appurtenances to both such facilities for on-site facilities and such off-site facilities as may be required or desired by the Service Company.

**RULE 5.0      ON-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION)**

On-site facilities refers to:

a.      That portion of the water distribution or wastewater collection system located within the various phases of property to be developed within the Golden Ocala project, to which service is to be extended.

b.      That portion of the water distribution or wastewater collection system located within property located outside the Golden Ocala project, or

**ALLAN FIKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.2)**

**commercial properties within the Service Area, to which service is or may be extended.**

**RULE 6.0 ACCEPTANCE OF FACILITIES**

**Upon fulfillment of the conditions contained herein, the Service Company will accept the existing on-site facilities from the Developer. In the alternative or in combination therewith, the Service Company may permit or require the Developer to install additional on-site facilities as designed by the Developer's engineer, such engineering, installation and construction to be subject to the approval of the Service Company. The Developer shall be responsible for all liens and encumbrances on the existing on-site facilities and will transfer ownership and control of all existing on-site facilities to the Service Company free and clear of any impediment to the unhindered use and operation of such facilities by the Service Company. All transfers of on-site facilities shall be in form reasonably satisfactory to the Service Company's attorney and shall be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances. All expenses of any nature related to the on-site facilities, including but not limited to, fees for permits and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering shall be paid by the Developer or Customer, unless otherwise indicated herein.**

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.3)**

**RULE 7.0      CONSTRUCTION OF OVERSIZED FACILITIES**

The Service Company may install or may require the installation of oversized lines or facilities to provide service to other properties in accordance with the master plan of the Service Company.

**RULE 8.0      OFF-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION)**

Off-site facilities refers to:

a.      The water transmission mains and facilities or the wastewater collection mains and facilities necessary to extend service from the Service Company's existing facilities to the various phases of property to be developed within the Golden Ocala project.

b.      The water transmission mains and facilities or the wastewater collection mains and facilities necessary to extend service from the Service Company's existing facilities to property located outside the Golden Ocala project or to commercial property within the Golden Ocala project.

**RULE 9.0      WATER AND SEWER PLANT CAPACITY CHARGE (CONTRIBUTIONS IN AID OF CONSTRUCTION)**

The Service Company requires that all Customers pay a pro rata share of the cost of the Service Company's water system and sewer system including the cost of water treatment plant facilities and sewer treatment plant facilities, whether or not the facilities have been constructed or may be constructed. Such charges to be paid by Customers pursuant to this policy are calculated based upon the estimated demand of the Customer's proposed installations and improvements upon the transmission and treatment facilities of the Service Company and are set forth on Exhibit "A" attached hereto and made a part hereof. In addition, Customers are required to pay the Service

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**



**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.4)**

**Company's meter installation charge as set forth on Exhibit "A."**

**RULE 10.0 WATER AND SEWER DEMAND (GALLONS PER DAY)**

**Water plant capacity charges and sewer plant capacity charges for each equivalent residential connection ("ERC") shall be based upon estimated daily demand of 250 gallons for water and 200 gallons for wastewater. In the case of all other classifications, determination of water and sewer plant capacity charges will be based upon the use characteristic defined by generally accepted engineering data reasonably selected by the Service Company.**

**RULE 11.0 DEVELOPER AGREEMENTS**

**Except whenever the situation otherwise dictates or the Commission rules require, the Service Company will prepare, and the Developer and the Service Company shall execute, a Developer Agreement which shall be consistent with the provisions of this Service Availability Policy and in conformity with the rules promulgated and revised from time to time by the Commission. The Service Company shall require that the Developer, in addition to the fees and charges set forth herein, bear the cost of preparation of said Developer Agreement by the Service Company's counsel and the reasonable administrative costs incurred by the Service Company in negotiating, preparing and executing said Developer Agreement. Said charges shall not exceed the amount reasonably incurred for such services.**

**RULE 12.0 WATER AND SEWER CAPACITY ALLOCATIONS**

**If requested, upon payment by the Developer and proper execution of a Developer Agreement for Service Availability pursuant to these rules, the Service Company will**

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.5)**

reserve and will allocate to the Developer all or a portion of the entire water plant and sewer plant capacity as set forth in the Developer Agreement.

**RULE 13.0 ACTION BY GOVERNMENTAL AUTHORITIES OR CURTAILMENT FROM OTHER CAUSES**

Requirements by appropriate governmental authorities to limit or curtail utility services, such as governmental masterplans or other causes beyond the Service Company's sole control, may restrict the use of utility services or curtailment of excess water and/or sewer service use as set forth in this Policy. All Customers who obtain a reservation for service or the service itself take such subject to notice of this limitation.

**RULE 14.0 TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE**

The Service Company reserves the right to construct all facilities for providing water and/or sewer service to the point of connection with the Customer's lines and facilities ("point of connection"). If the Service Company determines that it will accept such facilities constructed by others, whether on-site or off-site facilities, the following rules will apply:

- a. The Developer and each Customer who has constructed portions of a water transmission and distribution system and/or sewage collection system shall convey such component parts of the system to the Service Company by bill of sale, in form satisfactory to the Service Company's attorney, together with such evidence as may be reasonably requested by the Service Company that the water and/or sewer system(s) proposed to be transferred to the Service Company are free of all liens and encumbrances.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.6)**

b. Any facilities on the Developer's or the Customer's side of the connection point shall not be transferred to the Service Company and shall remain the property of the Developer or the individual Customer, their successors or assigns.

c. The Service Company shall not be required to accept title to any component part of the water or sewage system until the Service Company's engineer has approved the construction of said lines, accepted the tests which determine that such construction is in accordance with the criteria established by the Service Company, and thereafter evidenced its acceptance of such lines for the Service Company's ownership, operation, and maintenance. The Developer and/or a Customer shall indemnify and hold the Service Company harmless from any replacements or repairs required to be made to contributed facilities for one (1) year from the date of conveyance to the Service Company.

d. The Developer and/or Customer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by the Developer and/or Customer. Such cost information shall be furnished to the Service Company concurrently with the bill of sale, and such cost information shall be a prerequisite for the acceptance by the Service Company of the portion of the water and/or sewage system constructed by the contributor.

e. The Service Company reserves the right to refuse connection and to deny the commencement of service to any Customer seeking to be connected to portions of the water and/or sewage system until such time as the provisions of this section have been fully met.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.7)**

f. With respect to a development which constitutes a "single unit", such as a shopping center or an apartment complex, the Service Company's obligation for service and maintenance of contributed lines and facilities located wholly within such developments and not in public rights of way, shall extend solely to repair and/or replacement of the lines or facilities, and the Service Company will not be liable in any manner for damages, replacement or repairs to surface areas. The Service Company shall exercise its best efforts to restore the area upon which work was performed to the condition of said area prior to such work by the Service Company.

**RULE 15.0 EASEMENTS AND RIGHTS-OF-WAY.**

As a prerequisite to the construction of any water transmission and distribution system or sewage collection system proposed to be connected to the facilities of the Service Company, Customers shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of proposed facilities. Easements shall contain that amount of land required to provide ingress and egress to the Service Company property together with a sufficient right in land needed by the Service Company to install, maintain, remove, repair and replace facilities of the Service Company. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to the Service Company's attorney. Such conveyances shall be made without cost to the Service Company.

**ALLAN PEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.8)

**RULE 16.0     PLAN REVIEW AND INSPECTION FEES**

Any engineering plans or designs for, or construction of facilities by the Developer and/or Customer which are to become a part of the water and/or sewer system will be subject to review and inspection by the Service Company in the Service Company's sole discretion. For this service, the Service Company may charge an inspection fee based upon the actual cost to the Service Company of the inspection of Developer's and/or Customer's plans and specifications as well as inspection of the facilities constructed for connection with the facilities of the Service Company, and administrative and legal costs incurred in connection therewith. Such inspection fees shall be paid by the Developer and/or the Customer in addition to all other charges stated above as a condition precedent to service.

**RULE 17.0     APPROVAL OF CONTRACTORS**

The Service Company shall have the right to approve any independent contractors retained by the Developer and/or Customers with regard to the competency of the independent contractor to perform such work. Such approval shall not be unreasonably withheld by the Service Company.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.8)**

**RULE 18.0     INSPECTION OF HOOK-UPS**

**It shall be the responsibility of the Customer or its independent contractor to connect Customer's installation with the water and/or sewer system. The Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Service Company's rules governing such connections, and that the connection, as made, is free from infiltration. The Customer shall notify the Service Company of any proposed connection with the facilities of the Service Company, and such connection may be made without the presence of the Service Company's inspector; however, such connection shall remain open until inspection by the Service Company and until notice of the approval of such connection is furnished to the Customer in accordance with the practices and procedures of the Service Company. Any connection covered without the benefit of inspection will result in the Customer being required to reopen the connection for subsequent inspection. If the Service Company fails to inspect the connection within forty-eight (48) hours after notice that the same is ready to inspect, the connection shall be deemed approved by the Service Company. The Service Company may charge the Customer an inspection fee based upon the actual cost to the Service Company of the inspection of the facilities and administrative and legal costs incurred in connection therewith.**

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.10)

**RULE 19.0     ASSIGNMENT OF CAPACITY BY DEVELOPER**

The Developer may assign in whole or in part, pursuant to its Developer Agreement with the Service Company, its capacity allotment provided that any assignee assumes all of the Developer's obligations under the Developer Agreement and the Developer first obtains consent to the assignment from the Service Company. The Service Company will not unreasonably withhold consent to any assignment if with respect to a sale of the Developer's property or if such assignment is within ten (10) years of the date of the execution of the Developer Agreement. In the event of such an assignment, either the Developer or its assignee shall pay all of the Service Company's legal and administrative costs reasonably incurred in connection with such assignment. Except as provided pursuant to any refundable advance agreement, the Service Company shall be under no obligation whatsoever to refund to the Developer any contributions in aid of construction, whether payable in cash or in the form of contributed property.

**ALLAN EKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.11)**

**RULE 20.0 DESIGN AND CONSTRUCTION**

**If any on-site or off-site water transmission and distribution or sewer collection systems are constructed by the Developer, the Service Company shall establish specifications based upon sound engineering and public utility practices conforming to the Service Company's master plan for its water and/or sewer system, and the Developer shall, not less than thirty (30) days prior to commencing construction, furnish the Service Company with a complete copy of all plans and specifications of the proposed transmission and distribution or collection system. The Service Company shall have twenty (20) days in which to determine the acceptability of the plans and specifications furnished to it by the Developer. If the Service Company shall object to the plans and specifications or any part thereof, the Developer shall defer the commencement of construction pending the resolution of the Service Company's objections.**

**RULE 21.0 REFUNDABLE ADVANCES**

**The Service Company may require, in addition to the charges set forth herein, a refundable advance by a Customer to temporarily defray the cost of any extension of water or sewer mains, pumping stations, and other facilities necessary to connect the Customer's property with the then proper point of connection with the Service Company's existing water and/or sewer facilities, in excess of the size needed to provide service to the subject property. The Customer may be required to advance to the Service Company additional main extension charges or contribute facilities based upon the anticipated hydraulic load requirements of other undeveloped properties in order that such facilities may be constructed to serve the Customer's property and to**

**ALLAN PEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.12)

be in accordance with the Service Company's master plan for service.

Charges paid by the Customer over and above the Customer's share or Customer's share as determined by such other method established by the Service Company reasonably related to the cost of providing service to the Customer shall be refunded to the Customer in accordance with the terms and conditions of a refunding agreement which the Service Company will negotiate with the Customer and which shall be set forth in a written agreement between the Service Company and Customer. The refund agreement will provide for a plan of refund based upon connection of other properties to such facilities determined in accordance with the extent of the Customer's hydraulic share with the shares of other properties served by such facilities. In no event shall a Customer recover an amount greater than the difference between the capitalized cost of such improvements and the Customer's own share of such improvement as described above. The Service Company may in its sole discretion, exclude any interest upon the refund of the Customer's advance. The Service Company will make refunds to Customers entitled to refund advances on a pro rata basis as others tie into the utility system and pay off such charges to the Service Company. In no event shall the Service Company be required to refund more funds to Customers than the Service Company has collected from others. Refunds made by the Service Company to Customers shall be made not less frequently than semi-annually.

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.13)

EXHIBIT "A"

Golden Ocala Utilities, Inc.  
Schedule of Plant Capacity Charges

1. Water

Residential per ERC (250 gpd)	\$300
General service:	
Per gallon of daily demand	\$1.20
Minimum charge per ERC	\$300
Meter and installation charges:	
5/8" x 3/4"	\$105
1" and larger	Actual Cost

2. Sewer

Residential per ERC (200 gpd)	\$1,300
General service:	
Per gallon of daily demand	\$6.50
Minimum charge per ERC	\$1,300

91257.02

ALLAN PEKER  
ISSUING OFFICER

Chief Executive Officer  
TITLE

**WASTEWATER TARIFF**

**GOLDEN Ocala UTILITIES, INC.**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**

**GOLDEN Ocala UTILITIES, INC.**

**EXHIBIT X-2**

**WASTEWATER TARIFF**

**GOLDEN OCALA UTILITIES, INC.**

**7300 U. S. Highway 27, N.W.  
Ocala, Florida 34462**

**Business Telephone #(352) 629-6229  
Facsimile Telephone #(352) 622-6177  
Emergency Telephone #(352) 629-6229**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**

**ALLAN PEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

**WASTEWATER TARIFF**

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**ALLAN FIKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

TERITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Marion

COMMISSION ORDER APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Order Number</u>	<u>File Type</u>
			Original Certificate

(Continued to Sheet No. 3.1)

ALLAN FIKER  
ISSUING OFFICER  
Chief Executive Officer  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Begin at the SW corner of the SE ¼ of the SW ¼ of Section 36, Township 14 South, Range 20 East thence N. 0°15'24" E along the West boundary of the SE ¼ of the SW ¼ of said Section 36, a distance of 2582.88' to the South right of way line of U.S. Highway No. 27 thence S.88°53'42" E. along said South right of way line a distance of 2400.82' thence S.0°07'51" W. a distance of 521.78' thence West 560.00' thence S.0°07'51" W. 782.00' thence S.32°00'00" E. 830.00' thence South 800.00' thence East 288.07' thence South 1280.43' thence S.88°00'00" E. 883.82' thence N.65°00'00" E. 200.00' thence S.61°30'00" E. 800.00' thence N.11°00'00" E. 200.00' thence N.70°00'00" E. 230.00' thence N.29°00'00" E. 800.00' thence N.82°00'00" W. 580.00' thence N.8°00'54" W. 548.17' to the SW corner of Section 31, Township 14 South, Range 21 East, thence N.88°53'13" E. 2487.26' thence N.88°46'40" E. 130.38' thence N.00°00'08" E. 286.16' thence N.88°46'40" E. 286.16' thence N.00°00'08" E. 504.34' thence N.88°45'36" E. 316.20' to a point on the arc of a curve said curve having a radius of 547.16' and a central angle of 34°36'55" thence Northerly along and with the arc of said curve an arc distance of 330.58' to the P.C. of said curve, thence N.29°17'28" E. 721.38' to the P.C. of a curve concave Northwesterly having a radius of 607.27' and a central angle of 17°14'18" thence Northerly along and with the arc of said curve an arc distance of 182.70' to a point on the Southerly right of way line of U.S. Highway No. 27 thence S.77°56'52" E. along said Southerly right of way line a distance of 822.51' thence S.77°56'52" E. a distance of 576.80' thence S.38°08'18" E. a distance of 23.14' thence S.00°08'33" E. a distance of 1670.58' thence S.88°47'30" W. a distance of 778.88' thence S.00°03'01" W. a distance of 30.00' then S.88°47'30" W. a distance of 330.70' thence S.00°00'27" W. a distance of 425.31' to the Northerly right of way line of County Road 225A thence S.68°58'24" W. along said right of way line a distance of 3383.88' to the P.C. of a curve concave Southeasterly having a radius of 2363.63' and a central angle of 19°00'52" thence Southerly along and with the arc of said curve an arc distance of 790.81' thence N.87°48'30" W. a distance 1817.52' thence North 500.00' thence S.84°23'18" E. 68.12' thence N.78°34'15" W. 2230.34' thence N.84°32'28" W. 507.95' thence N.00°24'48" E. 1386.81' to the Point of Beginning, all lying and being in Marion County, Florida.

## ALSO

Commence at the SW corner of the NW ¼ of Section 8, Township 15 South, Range 21 East; thence N.00°02'10" E. along the West line of the NW ¼, a distance of 228.75' to the Point of Beginning of this description:

- (1) Thence run S.87°48'30" E. a distance of 487.88' to a point on the Westerly Right of Way of C-225-A (N.W. 80th Avenue), said point being on the arc of a curve of said Westerly Right of Way, said curve being concave Southeasterly having a radius of 2363.63' and a central angle of 35°05'18";
- (2) Thence run Southwesterly along and with the arc of said curve of the Westerly Right of Way, an arc distance of 1469.75';

ALLAN FIKER  
ISSUING OFFICER

Chief Executive Officer  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

**DESCRIPTION OF TERRITORY SERVED**

- (3) Thence run West a distance of 2834.07';
- (4) Thence run North a distance of 1480.67';
- (5) thence run S.87°48'30" E. a distance of 2888.81' to the Point of Beginning to close, in Marion County, Florida.

**ALLAN FICER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**COMMUNITIES SERVED LISTING**

<b>County Name</b>	<b>Development Name</b>	<b>Rate Schedule(s) Available</b>	<b>Sheet No.</b>
Marion	Golden Ocala	Go to Sheet No. 12.0, Sheet No. 13.0, Sheet No. 14.0, and Sheet No. 15.0	12.0, 13.0, 14.0, and 15.0

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**TECHNICAL TERMS AND ABBREVIATIONS**

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

**ALLAN FIKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

**ALLAN FIKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**INDEX OF RULES AND REGULATIONS**

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Access to Premises.....	8.0	13.0
Adjustment of Bills.....	10.0	20.0
Application.....	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation....	8.0	10.0
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Customer Billing.....	9.0	15.0
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Evidence of Consumption.....	10.0	22.0
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(Continued to Sheet No. 6.1)

**ALLAN FIKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILTIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet Number	Rule Number
Right of Way or Easements.....	9.0	14.0
Termination of Service.....	10.0	18.0
Type and Maintenance.....	8.0	8.0
Unauthorized Connections - Wastewater....	10.0	19.0

**ALLAN FRICK**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**RULES AND REGULATIONS**

- 1.0 **GENERAL INFORMATION** - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all customers requiring such service within its certified territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 **POLICY DISPUTE** - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 **APPLICATION** - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 **APPLICATIONS BY AGENTS** - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 **REFUSAL OR DISCONTINUANCE OF SERVICE** - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 **EXTENSIONS** - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 **LIMITATION OF USE** - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

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

**ALLAN FIKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

**ALLAN FIKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

12.0 **PROTECTION OF COMPANY'S PROPERTY** - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.330, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

13.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.330(2)(f), Florida Administrative Code, the customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

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

15.0 **CUSTOMER BILLING** - Bills for wastewater service will be rendered monthly as stated in the rate schedule.

In accordance with Rule 25-30.336, Florida Administrative Code, the utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.

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

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

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

**ALLAN EKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE



NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - In accordance with Rule 25-30.330(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.
- 18.0 **TERMINATION OF SERVICE** - When a customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 **UNAUTHORIZED CONNECTIONS - WASTEWATER** - Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.330, Florida Administrative Code.
- 20.0 **ADJUSTMENT OF BILLS** - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 **EVIDENCE OF CONSUMPTION** - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

**ALLAN PEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**INDEX OF RATES AND CHARGES SCHEDULES**

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Miscellaneous Service Charges.....	15.0
Residential Service, RS.....	13.0
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**ALLAN FIKER**  
\_\_\_\_\_  
**ISSUING OFFICER**  
  
**Chief Executive Officer**  
\_\_\_\_\_  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**GENERAL SERVICE  
RATE SCHEDULE 02**

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

**BILLING PERIOD -** Monthly

**RATE -**

<b>Base Facility Charges:</b>	
<b>Meter Size</b>	<b>Monthly Rate</b>
3" x 3"	\$ 18.14
1"	45.35
1 1/2"	80.70
2"	145.12
3"	290.24
4"	453.90
6"	807.00
8"	1,451.12
<b>Collection charge per 1,000 gallons (no maximum):</b>	<b>3.85</b>

**MINIMUM CHARGE -** None, other than the base facility charge shown above.

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

**EFFECTIVE DATE -**

**TYPE OF FILING -** Original Certificates.

**ALLAN FIKER**  
 \_\_\_\_\_  
**ISSUING OFFICER**

**Chief Executive Officer**  
 \_\_\_\_\_  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**RESIDENTIAL SERVICE**

**RATE SCHEDULE NO.**

- AVAILABILITY -** Available throughout the area served by the Company.
- APPLICABILITY -** For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS -** Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -** Monthly
- RATE -**
- |   |                                 |
|---|---------------------------------|
| <b>A. Base Facility Charge:</b>   |                                 |
| All meter sizes   | <u>Monthly Base</u><br>\$ 18.14 |
| <b>B. Gallonage charge per 1,000 gallons<br/>    (5,000 gallon maximum)</b> | 3.85                            |
- MINIMUM CHARGE -** None, other than the base facility charge shown above.
- TERMS OF PAYMENT -** Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -**
- TYPE OF FILING -** Original Certificate.

**ALLAN PEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**SCHEDULE OF CUSTOMER DEPOSITS**

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$ 83.00	\$ 83.00
1"	83.00	138.00
1 1/2"	83.00	228.00
2"	83.00	337.00
3"	83.00	627.00
4"	83.00	954.00
6"	83.00	1,881.00
8"	83.00	2,848.00

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

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

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

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificates.

**ALLAN FIKER**  
 \_\_\_\_\_  
 ISSUING OFFICER

**Chief Executive Officer**  
 \_\_\_\_\_  
 TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**MISCELLANEOUS SERVICE CHARGES**

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

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

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

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

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

**Schedule of Miscellaneous Service Charges**

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	15.00
Violation Reconnection Fee	300.00
Premises Visit Fee (in lieu of disconnection)	10.00

**EFFECTIVE DATE**

**TYPE OF FILING** - Original Certificate.

**ALLAN PEKER**  
 \_\_\_\_\_  
 ISSUING OFFICER

**Chief Executive Officer**  
 \_\_\_\_\_  
 TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES**

<b>DESCRIPTION</b>	<b>REFER TO SERVICE AVAIL. POLICY AMOUNT</b>	<b>SHEET NO./ RULE NO.</b>
<b>Customer Connection (Tap-in) Charge</b>		
5/8" x 3/4" metered service.....	Not Applicable	Not Applicable
1" metered service.....	Not Applicable	Not Applicable
1 1/2" metered service.....	Not Applicable	Not Applicable
2" metered service.....	Not Applicable	Not Applicable
Over 2" metered service.....	Not Applicable	Not Applicable
<b>Guaranteed Revenue Charge</b>		
<b>With Prepayment of Service Availability Charges:</b>		
Residential-per ERC/month (___)GPD.....	Not Applicable	Not Applicable
All others-per gallon/month.....	Not Applicable	Not Applicable
<b>With Prepayment of Service Availability Charges:</b>		
Residential-per ERC/month (___)GPD.....	Not Applicable	Not Applicable
All others-per gallon/month.....	Not Applicable	Not Applicable
Inspection Fee.....	Actual Cost (1)	22.10/16.0
<b>Main Extension Charge</b>		
Residential-per ERC (___)GPD.....	Not Applicable	Not Applicable
All others-per gallon.....	Not Applicable	Not Applicable
or		
Residential-per lot (___ foot frontage)....	Not Applicable	Not Applicable
All others-per front foot.....	Not Applicable	Not Applicable
Plan Review Charge.....	Actual Cost (1)	22.9/16.0
<b>Plant Capacity Charge</b>		
Residential-per ERC (200 GPD).....	\$1,300.00	22.4/9.0
All others-per gallon.....	\$6.50 per gal. with minimum charge of \$1,300.00	22.4/9.0
<b>System Capacity Charge</b>		
Residential-per ERC (___)GPD.....	Not Applicable	Not Applicable
All others-per gallon.....	Not Applicable	Not Applicable

**ALLAN EIKER**  
ISSUING OFFICER

Chief Executive Officer  
TITLE

**NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.**

**WASTEWATER TARIFF**

Continued from Sheet No. 16.1

**SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES**

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificate.

**ALLAN FIKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**INDEX OF STANDARD FORMS**

	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE.....	18.0, 19.1
COPY OF CUSTOMER'S BILL.....	20.0, 20.1
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT.....	18.0

**ALLAN FIKER**  
ISSUING OFFICER  
**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Footnote)

GOLDEN OCALA UTILITIES, INC.

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CERTIFICATE NO. XXXX	CUSTOMER NAME		ACCT. NO.
	SERVICE ADDRESS		
	MAILING ADDRESS		
	DATE	AS A DEPOSIT OF <input type="checkbox"/> WATER <input type="checkbox"/> SEWER <input type="checkbox"/> WATER & SEWER	
	AMOUNT	NO. OF DATES	

GOLDEN OCALA UTILITIES, INC. (referred to in this receipt as the "Company") acknowledges receipt of the amount shown above from the above-referenced customer (referred to in this receipt as "customer") as a deposit to be held by the Company in accordance with the following terms and conditions.

To guarantee the payment of any and all indebtedness of water and/or sewer service which may be or become due the Company by said customer, customer agrees that such deposit or any part thereof may be applied by the Company at any time in satisfaction of said guarantee; that after such application the remainder thereof may be applied in discharge of any indebtedness of the customer to the Company whatsoever and that the Company may use said deposit as if the Company were the absolute owner thereof. Upon discontinuance of any or all services covered by this deposit, and the presentation of this receipt and proper identification, the Company agrees to refund to the customer that portion of the deposit applying to the service or services discontinued, less any amounts due the Company.

This deposit shall not preclude the Company from discontinuing for nonpayment any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services, or from seeking to recover any indebtedness of the customer which is in excess of the amount of the deposit.

THIS RECEIPT IS NOT NEGOTIABLE OR TRANSFERABLE, AND IS RECEIVABLE ONLY BY THE CUSTOMER WHOSE NAME APPEARS HEREIN

GOLDEN OCALA UTILITIES, INC.

By: \_\_\_\_\_  
SIGNATURE

Title: \_\_\_\_\_

ALLAN BERGER  
ISSUING OFFICER

Chief Executive Officer  
TITLE

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**APPLICATION FOR SERVICE AND METER INSTALLATION**

**GOLDEN OCALA UTILITIES, INC. ("Company")**

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date service should begin \_\_\_\_\_

Service requested: Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

Meter Size \_\_\_\_\_

By signing this agreement, the customer requests the service and meter also shown above and agrees to the following:

1. The customer will pay for both water and sewer service promptly each billing period at the rate or rates therefor established from time to time by the Company.
2. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water and/or wastewater service; the Company reserves the right to discontinue or withhold water and/or wastewater service to such apparatus or device.
3. The Company may refuse or discontinue water and/or wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.220, Florida Administrative Code. Any unauthorized connections to the customer's water and/or wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.220, Florida Administrative Code.
4. The customer agrees to abide by all existing Company rules and regulations as contained in the tariff, copies of which are available at the office of the Company.
5. Bills for water and/or wastewater service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days' written notice, service may be discontinued.
6. When a customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require written notice within 15 days prior to the date the customer desires to terminate service.

**ALLAN FEKER**  
ISSUING OFFICER

Chief Executive Officer  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 18.0)

7. For residential customers, a meter and installation charge of \$105.00 is payable at the time of application, as well as a water plant capacity charge of \$300 and a sewer plant capacity charge of \$1,300.

For all other customers, the following charges will be payable at the time of application: (i) a meter and installation charge which will be based on the actual cost to the Company; (ii) a water plant capacity charge which will be based on a charge of \$1.20 per gallon for each gallon of customer's estimated daily demand with a minimum charge of \$300; and a sewer plant capacity charge which will be based on a charge of \$8.50 per gallon for each gallon of customer's estimated daily demand with a minimum charge of \$1,300.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ALLAN BEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**COPY OF CUSTOMER'S BILL**

Amount Now Due  
\$ \_\_\_\_\_

Make Check Payable:  
Golden Ocala Utilities, Inc.

Your Account Number

Golden Ocala Utilities, Inc.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34482  
(904) 629-6220

(date)

(Customer Name and address)

TO ENSURE PROMPT CREDIT PLEASE RETURN ABOVE PORTION OF BILL WITH YOUR PAYMENT

Golden Ocala Utilities, Inc.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34482  
(904) 629-6220

Billing Address:

(date)

Service Address:

Amount Now Due  
\$

Your Account Number

Water Customer Class

Water Usage History	
Months	Usage (in 1,000s)

Meter Number	*Meter Reading		Usage (in 1,000 gallons)
	Last Month	Current Month	

LAST BILLING	0
LESS PAYMENTS	
WATER CHARGE	
SEWER CHARGE	
Pay This Amount ----->	0

THIS BILL DUE WHEN RENDERED

ALLAN FEKER  
ISSUING OFFICER

Chief Executive Officer  
TITLE

\*See Reverse Side for  
Additional Information

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 20.0)

The following information will help you understand your utility bill

**Amount Now Due:** This month's charges are now due and will become delinquent after 20 days. Bills with an unpaid balance from the previous month are delinquent and subject to service discontinuance. Do not ignore the warning date shown - contact the Golden Ocala Utilities office at 629-6229 for further information.

**Payments:** If you do not use the pre-addressed remittance envelope provided, payment may be made in person between the hours of 8:00 a.m. and 5:00 p.m. at the Golden Ocala Utilities office at the address shown on the front of this bill.

## Explanation of Charges

**Water and Sewer:** Water and Sewer charges are based on water usage measured in 1,000 gallon units. Current rates for water and sewer may be obtained from the Golden Ocala Utilities office.

Most meters have red or white triangular shaped leak indicators. With all taps off, the leak indicator should not move. Conserve water, read your meter, and check your leak indicator periodically. If leaks are found, have them repaired as soon as possible.

**Sewer Maximum:** Sewer charges are computed based upon monthly water usage. In order to account for non-sewer water uses such as lawn watering, car washing, etc., for computation of sewer charges water usage for each single-family residence is capped at 8,000 gallons per month.

## Customer Information

**Billing Inquiries:** If you have a question regarding your utility bill please call the Golden Ocala Utilities office for further information and explanation.

**Moving?** As soon as you know when you want to discontinue service, call 629-6229 and let us know so that we may arrange to take the account out of your name. Never depend on the next occupant to sign up for service and relieve you of your liability.

**ALLAN FIKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.

WASTEWATER TARIFF

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**ALLAN FIKER**  
 \_\_\_\_\_  
**ISSUING OFFICER**

**Chief Executive Officer**  
 \_\_\_\_\_  
**TITLE**

NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.

WASTEWATER TARIFF

*Proposed*

**SERVICE AVAILABILITY POLICY**

**SEWER AND WATER**

**GOLDEN Ocala UTILITIES, INC.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34482**

**TO BE FILED WITH:**

**FLORIDA PUBLIC SERVICE COMMISSION**

**ALLAN FEKER** \_\_\_\_\_  
**ISSUING OFFICER**

**Chief Executive Officer** \_\_\_\_\_  
**TITLE**



**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.0)**

**SEWER AND WATER  
SERVICE AVAILABILITY POLICY**

**RULE 1.0      GENERAL INFORMATION**

**Golden Ocala Utilities, Inc. (hereinafter referred to as the "Service Company") is a Florida corporation created for the purpose of providing water and wastewater service to that certain 501 acre residential and golf course development in Marion County, Florida, known as Golden Ocala. Golden Ocala is owned and is being developed by Golden Ocala Golf Course Partners, a Florida general partnership (hereinafter referred to as "Developer"). The Service Company hereby establishes this policy for the purpose of describing those facilities which the Service Company and the Developer are responsible to install at Golden Ocala, the conditions under which such facilities will be installed, and the conditions to be met by property owners, builders or developers (including the Developer) within the service area (all of which are hereafter sometimes referred to individually as a "Customer" and collectively as "Customers") in order to obtain water and sewer service. To insure the desired uniformity, the provisions of Chapter 25-10 g.s., Florida Administrative Code, are incorporated herein and made a part hereof.**

**RULE 2.0      APPLICABILITY OF SERVICE AVAILABILITY POLICY**

**The provisions of this policy are applicable to all Customers who desire service within or within reasonable proximity to the certificated territory of the Service Company.**

**RULE 3.0      EXTENSIONS OUTSIDE CERTIFICATED TERRITORY**

**The Service Company will not consider providing service outside the certificated territory unless (i) arrangements satisfactory to the Service Company are made, and (ii) the Florida Public Service Commission expands the certificated territory to include**

**ALLAN FEKER  
ISSUING OFFICER**

**Chief Executive Officer  
TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.1)**

such other areas. The Service Company will make extensions outside the certificated territory only if the extensions, and treatment plant reservation or expansion required to serve such extensions, are economically feasible as defined by Rule 25-30.515(7), F.A.C., and satisfy the requirements of Section 357.121(1)(d).

**RULE 4.0 REQUIREMENT FOR PAYMENT OF CONTRIBUTION IN AID OF CONSTRUCTION**

The Service Company requires the payment of contributions in aid of construction in two forms: (i) in the case of all Customers, by cash payments for service availability charges at the time of application for service or, (ii) in the case of the Developer, through transfer of water transmission and distribution facilities and sewage collection facilities, and appurtenances to both such facilities.

**RULE 5.0 ON-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION)**

On-site facilities refer to:

- a. That portion of the water distribution or wastewater collection system located within the various phases of property to be developed within the Golden Ocala project, to which service is to be extended.
- b. That portion of the water distribution or wastewater collection system located within property located outside the Golden Ocala project, or commercial properties within the Service Area, to which service is or may be extended.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.2)**

**RULE 6.0      ACCEPTANCE OF FACILITIES**

Upon fulfillment of the conditions contained herein, the Service Company will accept the existing on-site facilities from the Developer. In the alternative or in combination therewith, the Service Company may permit or require the Developer to install additional on-site facilities as designed by the Developer's engineer, such engineering, installation and construction to be subject to the approval of the Service Company. The Developer shall be responsible for all liens and encumbrances on the existing on-site facilities and will transfer ownership and control of all existing on-site facilities to the Service Company free and clear of any impediment to the unhindered use and operation of such facilities by the Service Company. All transfers of on-site facilities shall be in form reasonably satisfactory to the Service Company's attorney and shall be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances. All expenses of any nature related to the on-site facilities, including but not limited to, fees for permits and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering shall be paid by the Developer or Customer, unless otherwise indicated herein.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.3)**

**RULE 7.0      CONSTRUCTION OF OVERSIZED FACILITIES**

The Service Company may install or may require the installation of oversized lines or facilities to provide service to other properties in accordance with the master plan of the Service Company.

**RULE 8.0      OFF-SITE FACILITIES CONTRIBUTIONS IN AID OF CONSTRUCTION**

**Off-site facilities refers to:**

a.      The water transmission mains and facilities or the wastewater collection mains and facilities necessary to extend service from the Service Company's existing facilities to the various phases of property to be developed within the Golden Ocala project.

b.      The water transmission mains and facilities or the wastewater collection mains and facilities necessary to extend service from the Service Company's existing facilities to property located outside the Golden Ocala project or to commercial property within the Golden Ocala project.

**RULE 9.0      WATER AND SEWER PLANT CAPACITY CHARGE CONTRIBUTIONS IN AID OF CONSTRUCTION**

The Service Company requires that all Customers pay a pro rata share of the cost of the Service Company's water system and sewer system including the cost of water treatment plant facilities and sewer treatment plant facilities, whether or not the facilities have been constructed or may be constructed. Such charges to be paid by Customers pursuant to this policy are calculated based upon the estimated demand of the Customer's proposed installations and improvements upon the transmission and treatment facilities of the Service Company and are set forth on Exhibit "A" attached hereto and made a part hereof. In addition, Customers are required to pay the Service

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 22.4)

Company's meter installation charge as set forth on Exhibit "A."

**RULE 10.0**     **WATER AND SEWER DEMAND (GALLONS PER DAY)**

Water plant capacity charges and sewer plant capacity charges for each equivalent residential connection ("ERC") shall be based upon estimated daily demand of 250 gallons for water and 200 gallons for wastewater. In the case of all other classifications, determination of water and sewer plant capacity charges will be based upon the use characteristics defined by generally accepted engineering data reasonably selected by the Service Company.

**RULE 11.0**     **DEVELOPER AGREEMENTS**

Except whenever the situation otherwise dictates or the Commission rules require, the Service Company will prepare, and the Developer and the Service Company shall execute, a Developer Agreement which shall be consistent with the provisions of this Service Availability Policy and in conformity with the rules promulgated and revised from time to time by the Commission. The Service Company shall require that the Developer, in addition to the fees and charges set forth herein, bear the cost of preparation of said Developer Agreement by the Service Company's counsel and the reasonable administrative costs incurred by the Service Company in negotiating, preparing and executing said Developer Agreement. Said charges shall not exceed the amount reasonably incurred for such services.

**RULE 12.0**     **WATER AND SEWER CAPACITY ALLOCATIONS**

If requested, upon payment by the Developer and proper execution of a Developer Agreement for Service Availability pursuant to these rules, the Service Company will

**ALLAN FEKER** \_\_\_\_\_  
**ISSUING OFFICER**

**Chief Executive Officer** \_\_\_\_\_  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.5)**

reserve and will allocate to the Developer all or a portion of the entire water plant and sewer plant capacity as set forth in the Developer Agreement.

**RULE 13.0 ACTION BY GOVERNMENTAL AUTHORITIES OR CURTAILMENT FROM OTHER CAUSES**

Requirements by appropriate governmental authorities to limit or curtail utility services, such as governmental moratoriums or other causes beyond the Service Company's sole control, may restrict the use of utility services or curtailment of excess water and/or sewer service use as set forth in this Policy. All Customers who obtain a reservation for service or the service itself take such subject to notice of this limitation.

**RULE 14.0 TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE**

The Service Company reserves the right to construct all facilities for providing water and/or sewer service to the point of connection with the Customer's lines and facilities ("point of connection"). If the Service Company determines that it will accept such facilities constructed by others, whether on-site or off-site facilities, the following rules will apply:

- a. The Developer and each Customer who has constructed portions of a water transmission and distribution system and/or sewage collection system shall convey such component parts of the system to the Service Company by bill of sale, in form satisfactory to the Service Company's attorney, together with such evidence as may be reasonably requested by the Service Company that the water and/or sewer system(s) proposed to be transferred to the Service Company are free of all liens and encumbrances.

**ALLAN ERIK**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.6)**

b. Any facilities on the Developer's or the Customer's side of the connection point shall not be transferred to the Service Company and shall remain the property of the Developer or the individual Customer, their successors or assigns.

c. The Service Company shall not be required to accept title to any component part of the water or sewage system until the Service Company's engineer has approved the construction of said lines, accepted the tests which determine that such construction is in accordance with the criteria established by the Service Company, and thereafter evidenced its acceptance of such lines for the Service Company's ownership, operation, and maintenance. The Developer and/or a Customer shall indemnify and hold the Service Company harmless from any replacements or repairs required to be made to contributed facilities for one (1) year from the date of conveyance to the Service Company.

d. The Developer and/or Customer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by the Developer and/or Customer. Such cost information shall be furnished to the Service Company concurrently with the bill of sale, and such cost information shall be a prerequisite for the acceptance by the Service Company of the portion of the water and/or sewage system constructed by the contributor.

e. The Service Company reserves the right to refuse connection and to deny the commencement of service to any Customer seeking to be connected to portions of the water and/or sewage system until such time as the provisions of this section have been fully met.

**ALLAN PEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.7)**

**f. With respect to a development which constitutes a "single unit", such as a shopping center or an apartment complex, the Service Company's obligation for service and maintenance of contributed lines and facilities located wholly within such developments and not in public rights of way, shall extend solely to repair and/or replacement of the lines or facilities, and the Service Company will not be liable in any manner for damages, replacement or repairs to surface areas. The Service Company shall exercise its best efforts to restore the area upon which work was performed to the condition of said area prior to such work by the Service Company.**

**RULE 15.0 EASEMENTS AND RIGHTS-OF-WAY.**

**As a prerequisite to the construction of any water transmission and distribution system or sewage collection system proposed to be connected to the facilities of the Service Company, Customers shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of proposed facilities. Easements shall contain that amount of land required to provide ingress and egress to the Service Company property together with a sufficient right in land needed by the Service Company to install, maintain, remove, repair and replace facilities of the Service Company. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to the Service Company's attorney. Such conveyances shall be made without cost to the Service Company.**

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**



**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.8)**

**RULE 16.0 PLAN REVIEW AND INSPECTION FEE**

**Any engineering plans or designs for, or construction of facilities by the Developer and/or Customer which are to become a part of the water and/or sewer system will be subject to review and inspection by the Service Company in the Service Company's sole discretion. For this service, the Service Company may charge an inspection fee based upon the actual cost to the Service Company of the inspection of Developer's and/or Customer's plans and specifications as well as inspection of the facilities constructed for connection with the facilities of the Service Company, and administrative and legal costs incurred in connection therewith. Such inspection fees shall be paid by the Developer and/or the Customer in addition to all other charges stated above as a condition precedent to service.**

**RULE 17.0 APPROVAL OF CONTRACTORS**

**The Service Company shall have the right to approve any independent contractors retained by the Developer and/or Customers with regard to the competency of the independent contractor to perform such work. Such approval shall not be unreasonably withheld by the Service Company.**

**ALLAN FEKER**  
**ISSUING OFFICER**  
**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.9)**

**RULE 18.0     INSPECTION OF HOOK-UPS**

**It shall be the responsibility of the Customer or its independent contractor to connect Customer's installation with the water and/or sewer system. The Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Service Company's rules governing such connections, and that the connection, as made, is free from infiltration. The Customer shall notify the Service Company of any proposed connection with the facilities of the Service Company, and such connection may be made without the presence of the Service Company's inspector; however, such connection shall remain open until inspection by the Service Company and until notice of the approval of such connection is furnished to the Customer in accordance with the practices and procedures of the Service Company. Any connection covered without the benefit of inspection will result in the Customer being required to reopen the connection for subsequent inspection. If the Service Company fails to inspect the connection within forty-eight (48) hours after notice that the same is ready to inspect, the connection shall be deemed approved by the Service Company. The Service Company may charge the Customer an inspection fee based upon the actual cost to the Service Company of the inspection of the facilities and administrative and legal costs incurred in connection therewith.**

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 22.10)

**RULE 19.0 ASSIGNMENT OF CAPACITY BY DEVELOPER**

The Developer may assign in whole or in part, pursuant to its Developer Agreement with the Service Company, its capacity allotment provided that any assignee assumes all of the Developer's obligations under the Developer Agreement and the Developer first obtains consent to the assignment from the Service Company. The Service Company will not unreasonably withhold consent to any assignment if with respect to a sale of the Developer's property or if such assignment is within ten (10) years of the date of the execution of the Developer Agreement. In the event of such an assignment, either the Developer or its assignee shall pay all of the Service Company's legal and administrative costs reasonably incurred in connection with such assignment. Except as provided pursuant to any refundable advance agreement, the Service Company shall be under no obligation whatsoever to refund to the Developer any contributions in aid of construction, whether payable in cash or in the form of contributed property.

**RULE 20.0 DESIGN AND CONSTRUCTION**

If any on-site or off-site water transmission and distribution or sewer collection systems are constructed by the Developer, the Service Company shall establish specifications based upon sound engineering and public utility practices conforming to the Service Company's master plan for its water and/or sewer system, and the Developer shall, not less than thirty (30) days prior to commencing construction, furnish the Service Company with a complete copy of all plans and specifications of the proposed transmission and distribution or collection system. The Service Company shall have twenty (20) days in which to determine the acceptability of the plans and specifications

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 22.11)

twenty (20) days in which to determine the acceptability of the plans and specifications furnished to it by the Developer. If the Service Company shall object to the plans and specifications or any part thereof, the Developer shall defer the commencement of construction pending the resolution of the Service Company's objections.

**RULE 21.0 REFUNDABLE ADVANCES**

The Service Company may require, in addition to the charges set forth herein, a refundable advance by a Customer to temporarily defray the cost of any extension of water or sewer mains, pumping stations, and other facilities necessary to connect the Customer's property with the then proper point of connection with the Service Company's existing water and/or sewer facilities, in excess of the size needed to provide service to the subject property. The Customer may be required to advance to the Service Company additional main extension charges or contribute facilities based upon the anticipated hydraulic load requirements of other undeveloped properties in order that such facilities may be constructed to serve the Customer's property and to be in accordance with the Service Company's master plan for service. Charges paid by the Customer over and above the Customer's share or Customer's share as determined by such other method established by the Service Company reasonably related to the cost of providing service to the Customer shall be refunded to the Customer in accordance with the terms and conditions of a refunding agreement which the Service Company will negotiate with the Customer and which shall be set forth in a written agreement between the Service Company and Customer. The refund agreement will provide for a plan of refund based upon connection of other properties

**ALLAN FEKER**  
ISSUING OFFICER  
**Chief Executive Officer**  
TITLE

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.12)**

to such facilities determined in accordance with the extent of the Customer's hydraulic share with the shares of other properties served by such facilities. In no event shall Customer recover an amount greater than the difference between the capitalized cost of such improvements and the Customer's own share of such improvement as described above. The Service Company may in its sole discretion, exclude any interest upon the refund of the Customer's advance. The Service Company will make refunds to Customers entitled to refund advances on a pro rata basis as others tie into the utility system and pay off such charges to the Service Company. In no event shall the Service Company be required to refund more funds to Customers than the Service Company has collected from others. Refunds made by the Service Company to Customers shall be made not less frequently than semi-annually.

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCELA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 22.13)

EXHIBIT "A"

Golden Ocala Utilities, Inc.  
Schedule of Plant Capacity Charges

1. Water

Residential per ERC (250 gpd)	\$300
General service:	
Per gallon of daily demand	\$1.20
Minimum charge per ERC	\$300
Meter and installation charges:	
5/8" x 3/4"	\$105
1" and larger	Actual Cost

2. Sewer

Residential per ERC (200 gpd)	\$1,300
General service:	
Per gallon of daily demand	\$6.50
Minimum charge per ERC	\$1,300

91486.02

**ALLAN FEKER**  
ISSUING OFFICER

Chief Executive Officer  
TITLE

**BUSH ROSS GARDNER WARREN & RUDY, P.A.**  
**ATTORNEYS AT LAW**  
220 SOUTH FRANKLIN STREET  
TAMPA, FLORIDA 33602  
(813) 224-0222

TELECOPIER (813) 222-0220

**April 29, 1996**

**Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0830**

**RE: Golden Ocala Utilities, Inc.  
Water Tariff  
Our File No. GOLA-2**

**Dear Sir:**

**On behalf of Golden Ocala Utilities, Inc., I enclose an original and two copies of a proposed Water Tariff, containing the following sheets:**

- 1. Cover Sheet.**
- 2. Sheet No. 1.0 - Cover Page.**
- 3. Sheet No. 2.0 - Table of Contents.**
- 4. Sheet No. 3.0 - Territory Served.**
- 5. Sheet No. 3.1 and No. 3.2 - Description of Territory Served.**
- 6. Sheet No. 4.0 - Communities Served Listing.**
- 7. Sheet No. 5.0 and No. 5.1 - Technical Terms and Abbreviations.**
- 8. Sheet No. 6.0 and 6.1 - Index of Rules and Regulations.**
- 9. Sheet No. 7.0, No. 8.0, No. 9.0 and No. 10.0 - Rules and Regulations.**
- 10. Sheet No. 11.0 - Index of Rates and Charges Schedules.**
- 11. Sheet No. 12.0 - General Service Rate Schedules.**

**Director  
Division of Records and Reporting  
Florida Public Service Commission  
April 29, 1996  
Page 2**

- 12. Sheet No. 13.0 - Residential Service Rate Schedules.**
- 13. Sheet No. 14.0 - Schedule of Customer Deposits.**
- 14. Sheet No. 15.0 - Meter Test Deposits.**
- 15. Sheet No. 16.0 - Miscellaneous Service Charges.**
- 16. Sheet No. 17.0 and No. 17.1 - Service Availability Schedule of Fees and Charges.**
- 17. Sheet No. 18.0 - Index of Standard Forms.**
- 18. Sheet No. 19.0 - Customer's Guarantee Deposit Receipt.**
- 19. Sheet No. 20.0 and No. 20.1 - Application for Service and Meter Installation.**
- 20. Sheet No. 21.0 - Application for Meter Installation.**
- 21. Sheet No. 22.0 and No. 22.1 - Copy of Customer's Bill.**
- 22. Sheet No. 23.0 - Index of Service Availability Policy.**
- 23. Sheet No. 24.0 through No. 24.14 - Service Availability Policy.**

**The enclosed proposed Water Tariff differs from the Public Service Commission's "model" water tariff in the following respects:**

- (1) Sheet No. 5.0 - Rule 1.0 and Rule 3.0 modified by deleting the defined term from the definition to make it consistent with other definitions. See copy model tariff Sheet No. 5.0 attached and highlighted.**
- (2) Sheet No. 9.0 - Rule 18.0 modified by deleting the words "with water service" from the second line of Rule 18.0 contained in model. See model tariff Sheet No. 9.0 attached and highlighted.**
- (3) Sheet No. 10.0 - The model tariff did not contain a Rule 19.0. As a result, all**



**Director  
Division of Records and Reporting  
Florida Public Service Commission  
April 29, 1996  
Page 3**

**Rules after Rule 18.0 of the model have been renumbered consecutively.**

- (4) Sheet No. 14.0 - Additional meter sizes added to section describing initial deposit by meter size.**
- (5) Sheet No. 17.1 - The word "by" changed to "to" in footnote. See copy of model tariff Sheet No. 17.0 attached and highlighted.**
- (6) Sheet No. 20.0 - Joint application for service and meter installation attached as Sheet No. 20.0 instead of separate applications as anticipated by Sheet No. 20.0 and Sheet No. 21.0 of model tariff.**
- (7) Sheet No. 23.0 - Index of the provisions of Service Availability Policy differ from Sheet No. 23.0 of model as a result of the Service Availability Policy attached as Sheet No. 24.0 through No. 24.14.**

**If you have any questions, please contact this office.**

**Very truly yours,**

  
**J. Stephen Gardner**

**JSG/gml  
Enclosure  
95216.01**

NAME OF COMPANY \_\_\_\_\_

WATER TARIFF

**TECHNICAL TERMS AND ABBREVIATIONS**

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

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY \_\_\_\_\_

**WATER TARIFF**

(Continued from Sheet No. 8.0)

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

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

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

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

In accordance with Rule 25-30.385, Florida Administrative Code, the utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.

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

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

16.0 **DELINQUENT BILLS** - When it has been determined that a customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.380, Florida Administrative Code.

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

18.0 **TERMINATION OF SERVICE** - When a customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.385, Florida Administrative Code.

No. 19.0 -

ISSUING OFFICER

TITLE

NAME OF COMPANY \_\_\_\_\_  
 WATER TARIFF \_\_\_\_\_

**SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES**

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

**DESCRIPTION**

**AMOUNT**

**Back-Flow Preventor Installation Fee**

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

- \$
- \$
- \$
- \$
- Actual Cost (1)

*Don't does not require  
 x/t*

**Customer Connection (Tap-In) Charge**

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

- \$
- \$
- \$
- \$
- Actual Cost (1)

*"Tap" is literally  
 tapping the main*

**Guaranteed Revenue Charge**

With Prepayment of Service Availability Charges:

- Residential-per ERC/month (\_\_\_GPD).....
- All others-per gallon/month .....

- \$
- \$

Without Prepayment of Service Availability Charges:

- Residential-per ERC/month (\_\_\_GPD).....
- All others-per gallon/month .....

- \$
- \$

*Residential/pole load -  
 - vacant lot owner  
 pays even if he has  
 not built  
 developer issues a check  
 of guaranteed connection*

**Inspection Fee** .....

Actual Cost (1)

**Main Extension Charge**

- Residential-per ERC (\_\_\_GPD).....
- All others-per gallon .....
- or
- Residential-per lot (\_\_\_foot frontage).....
- All others-per front foot .....

- \$
- \$
- \$
- \$

*- Applies when the  
 franchise was in operation.  
 Utility would be responsible  
 the new area*

**Meter Installation Fee**

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

- \$ 100
- \$ AC
- \$ AC
- \$ AC
- Actual Cost (1)

**Plan Review Charge** .....

Actual Cost (1)

**Plant Capacity Charge**

- Residential-per ERC (\_\_\_GPD).....
- All others-per gallon .....

- \$ 300
- \$

*- to review the  
 plans*

**System Capacity Charge** [Includes lines]

- Residential-per ERC (\_\_\_GPD).....
- All others-per gallon .....

- \$
- \$

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

EFFECTIVE DATE -  
 TYPE OF FILING -



**WATER TARIFF**

**GOLDEN Ocala UTILITIES, INC.**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**

**WATER TARIFF**

**GOLDEN OCALA UTILITIES, INC.**

**7300 U. S. Highway 27, N.W.  
Ocala, Florida 34482**

**Business Telephone #(352) 629-6229  
Facsimile Telephone #(352) 622-6177  
Emergency Telephone #(352) 629-6229**

**FILED WITH**

**FLORIDA PUBLIC SERVICE COMMISSION**

**ALLAN FEKER  
ISSUING OFFICER**

**Chief Executive Officer  
TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

**WATER TARIFF**

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<b>Rates and Charges Schedules.....</b>	<b>11.0</b>
<b>Rules and Regulations.....</b>	<b>6.0, 6.1</b>
<b>Service Availability Policy.....</b>	<b>23.0</b>
<b>Standard Forms.....</b>	<b>18.0</b>
<b>Technical Terms and Abbreviations.....</b>	<b>5.0</b>
<b>Territory Served.....</b>	<b>3.0</b>

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Marion

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Order Number

File Type

ORIGINAL CERTIFICATE

(Continued to Sheet No. 3.1)

ALLAN FEKER  
ISSUING OFFICER

Chief Executive Officer  
TITLE



NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

**DESCRIPTION OF TERRITORY SERVED**

Begin at the SW corner of the SE ¼ of the SW ¼ of Section 38, Township 14 South, Range 20 East thence N. 0°15'24" E along the West boundary of the SE ¼ of the SW ¼ of said Section 38, a distance of 2582.69' to the South right of way line of U.S. Highway No. 27 thence S.89°53'42" E. along said South right of way line a distance of 2400.82' thence S.0°07'51" W. a distance of 521.78' thence West 550.00' thence S.0°07'51" W. 782.00' thence S.32°00'00" E. 890.00' thence South 800.00' thence East 286.07' thence South 1290.42' thence S.88°00'00" E. 883.82' thence N.88°00'00" E. 200.00' thence S.61°30'00" E. 500.00' thence N.11°00'00" E. 200.00' thence N.70°00'00" E. 230.00' thence N.20°00'00" E. 500.00' thence N.82°00'00" W. 580.00' thence N.8°00'54" W. 548.17' to the SW corner of Section 31, Township 14 South, Range 21 East, thence N.88°53'13" E. 2487.28' thence N.88°46'40" E. 130.39' thence N.00°00'08" E. 295.16' thence N.88°46'40" E. 295.16' thence N.00°00'08" E. 504.34' thence N.88°45'35" E. 318.20' to a point on the arc of a curve said curve having a radius of 547.18' and a central angle of 34°36'55" thence Northerly along and with the arc of said curve an arc distance of 330.58' to the P.C. of said curve, thence N.28°17'29" E. 721.39' to the P.C. of a curve concave Northwesterly having a radius of 807.27' and a central angle of 17°14'16" thence Northerly along and with the arc of said curve an arc distance of 182.70' to a point on the Southerly right of way line of U.S. Highway No. 27 thence S.77°56'52" E. along said Southerly right of way line a distance of 822.51' thence S.77°56'52" E. a distance of 576.90' thence S.39°08'18" E. a distance of 23.14' thence S.00°08'33" E. a distance of 1570.56' thence S.88°47'30" W. a distance of 779.88' thence S.00°03'01" W. a distance of 30.00' then S.88°47'30" W. a distance of 320.70' thence S.00°00'27" W. a distance of 425.31' to the Northerly right of way line of County Road 225A thence S.58°58'24" W. along said right of way line a distance of 3393.65' to the P.C. of a curve concave Southeastery having a radius of 2383.63' and a central angle of 19°00'52" thence Southerly along and with the arc of said curve an arc distance of 780.81' thence N.87°49'30" W. a distance 1917.52' thence North 500.00' thence S.84°23'18" E. 68.12' thence N.78°34'15" W. 2230.34' thence N.64°32'28" W. 507.95' thence N.00°24'48" E. 1388.81' to the Point of Beginning, all lying and being in Marion County, Florida.

ALSO

Commence at the SW corner of the NW ¼ of Section 6, Township 15 South, Range 21 East; thence N.00°02'10" E. along the West line of the NW ¼, a distance of 228.75' to the Point of Beginning of this description:

- (1) Thence run S.87°49'30" E. a distance of 497.88' to a point on the Westerly Right of Way of C-225-A (N.W. 80th Avenue), said point being on the arc of a curve of said Westerly Right of Way, said curve being concave Southeastery having a radius of 2383.63' and a central angle of 35°05'18";
- (2) Thence run Southwestery along and with the arc of said curve of the Westerly Right of Way, an arc distance of 1459.75';

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 3.1)**

**DESCRIPTION OF TERRITORY SERVED**

- (3) Thence run West a distance of 2934.07';**
- (4) Thence run North a distance of 1490.67';**
- (5) thence run S.87°49'30" E. a distance of 2968.81' to the Point of Beginning to close, in Marion County, Florida.**

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**COMMUNITIES SERVED LISTING**

<b><u>County Name</u></b>	<b><u>Development Name</u></b>	<b><u>Rate Schedule(s) Available</u></b>	<b><u>Sheet No.</u></b>
Marion	Golden Ocala	Go to Sheet No. 12.0, Sheet No. 13.0, Sheet No. 14.0, Sheet No. 15.0 and Sheet No. 16.0	12.0, 13.0, 14.0, 15.0 and 16.0

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**TECHNICAL TERMS AND ABBREVIATIONS**

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

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

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

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

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(Continued to Sheet No. 6.1)

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<b>Sheet Number</b>	<b>Rule Number</b>
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<b>Payment of Water and Wastewater Service Bills Concurrently.....</b>	<b>9.0</b>	<b>17.0</b>
<b>Policy Dispute.....</b>	<b>7.0</b>	<b>2.0</b>
<b>Protection of Company's Property.....</b>	<b>8.0</b>	<b>12.0</b>
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<b>Termination of Service.....</b>	<b>9.0</b>	<b>18.0</b>
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**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**RULES AND REGULATIONS**

1.0 **GENERAL INFORMATION** - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

The Company shall provide water service to all customers requiring such service within its certified territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

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

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

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

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

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

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

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

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

**12.0** PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.330, Florida Administrative Code.

ALLAN FEKER  
ISSUING OFFICER

Chief Executive Officer  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

15.0 **CUSTOMER BILLING** - Bills for water service will be rendered monthly as stated in the rate schedule.

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

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

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

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

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

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

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 19.0 **UNAUTHORIZED CONNECTIONS - WATER** - Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 **METERS** - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 **ALL WATER THROUGH METER** - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spacs are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 **ADJUSTMENT OF BILLS** - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.360, Florida Administrative Code.
- 23.0 **ADJUSTMENT OF BILLS FOR METER ERROR** - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.362, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 **METER ACCURACY REQUIREMENTS** - All meters used by the company should conform to the provisions of Rule 25-30.362, Florida Administrative Code.
- 25.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.

WATER TARIFF

**INDEX OF RATES AND CHARGES SCHEDULES**

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**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**GENERAL SERVICE**

**RATE SCHEDULE GS**

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

**BILLING PERIOD** - Monthly

**RATE** -

**A. Base Facility Charges:**

<u>Water Size</u>	<u>Monthly Rate</u>
1/2" x 3/4"	\$ 14.99
1"	37.48
1 1/2"	74.96
2"	119.92
3"	239.84
4"	374.76
6"	749.50
8"	1,199.20

**B. Gallonage charge per 1,000 gallons: 2.92**

**C. Private fire protection:**

<u>Water Size</u>	<u>Monthly Rate</u>
2"	9.99
3"	19.99
4"	31.23
6"	62.46
8"	99.93

**MINIMUM CHARGE** - None, other than the base facility charge shown above.

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificate

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

**WATER TARIFF**

**RESIDENTIAL SERVICE**

**RATE SCHEDULE 88**

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

**BILLING PERIOD -** Monthly

**RATE -**

**A. Base Facility Charges:**

Meter Size	Monthly Rate
3/4" x 1/2"	0 14.89
1"	37.48
1 1/2"	74.95
2"	119.92
3"	239.84
4"	374.76
6"	749.50
8"	1,199.20

**B. Gallonage charge per 1,000 gallons: 2.92**

**C. Private fire protection:**

Meter Size	Monthly Rate
2"	9.89
3"	19.89
4"	31.23
6"	62.46
8"	99.93

**MINIMUM CHARGE -** None, other than the base facility charge shown above.

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

**EFFECTIVE DATE -**

**TYPE OF FILING -** Original Certificate

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.

WATER TARIFF

**SCHEDULE OF CUSTOMER DEPOSITS**

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	74.00	74.00
1"	119.00	119.00
1 1/8"	194.00	194.00
2"	284.00	284.00
3"	524.00	524.00
4"	793.00	793.00
6"	1,543.00	1,543.00
8"	2,443.00	2,443.00

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

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

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

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificate.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**METER TEST DEPOSIT**

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

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

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

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificate.

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**MISCELLANEOUS SERVICE CHARGES**

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

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

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

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

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

**Schedule of Miscellaneous Service Charges**

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

**EFFECTIVE DATE****TYPE OF FILING** - Original Certificate.

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<b><u>Back-Flow Preventor Installation Fee</u></b>		
5/8" x 3/4" .....	Not Applicable	Not Applicable
1" .....	Not Applicable	Not Applicable
1 1/2" .....	Not Applicable	Not Applicable
2" .....	Not Applicable	Not Applicable
Over 2" .....	Not Applicable	Not Applicable
<b><u>Customer Connection (Tap-in) Charge</u></b>		
5/8" x 3/4" metered service.....	Not Applicable	Not Applicable
1" metered service.....	Not Applicable	Not Applicable
1 1/2" metered service.....	Not Applicable	Not Applicable
2" metered service.....	Not Applicable	Not Applicable
Over 2" metered service.....	Not Applicable	Not Applicable
<b><u>Guaranteed Revenue Charge</u></b>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ( )GPD.....	Not Applicable	Not Applicable
All others-per gallon/month.....	Not Applicable	Not Applicable
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ( )GPD.....	Not Applicable	Not Applicable
All others-per gallon/month.....	Not Applicable	Not Applicable
<b><u>Inspection Fee</u></b> .....	Actual Cost (1)	24.10/18.0
<b><u>Main Extension Charge</u></b>		
Residential-per ERC ( )GPD).....	Not Applicable	Not Applicable
All others-per gallon.....	Not Applicable	Not Applicable
or		
Residential-per lot ( ) foot frontage)....	Not Applicable	Not Applicable
All others-per front foot.....	Not Applicable	Not Applicable
<b><u>Meter Installation Fee</u></b>		
5/8" x 3/4".....	\$105.00	24.4/9.0
1".....	Actual Cost (1)	24.4/9.0
1 1/2".....	Actual Cost (1)	24.4/9.0
2".....	Actual Cost (1)	24.4/9.0
Over 2".....	Actual Cost (1)	24.4/9.0
<b><u>Plan Review Charge</u></b> .....	Actual Cost (1)	24.4/9.0
<b><u>Plant Capacity Charge</u></b>		
Residential-per ERC (250 GPD).....	\$300.00	24.4/9.0
All others-per gallon.....	\$1.20 per gal. with minimum charge of \$300	24.4/9.0
<b><u>System Capacity Charge</u></b>		
Residential-per ERC ( )GPD).....	Not Applicable	Not Applicable
All others-per gallon.....	Not Applicable	Not Applicable

ALLAN FEKER  
ISSUING OFFICER

Chief Executive Officer  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

Continued from Sheet No. 17.0

**SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES**

(1) Actual Cost is equal to the total cost incurred for services rendered to a customer.

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificate

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

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**ALLAN PEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Optional)

**GOLDEN OCALA UTILITIES, INC.**

**CUSTOMER'S GUARANTEE DEPOSIT RECEIPT**

CERTIFICATE NO. XXXX	CUSTOMER NAME		ASST. NO.
	SERVICE ADDRESS		
	MAILING ADDRESS		
	DATE	AS A DEPOSIT OF <input type="checkbox"/> WATER <input type="checkbox"/> SEWER <input type="checkbox"/> WATER & SEWER	
	AMOUNT	NO. OF DATES	

**GOLDEN OCALA UTILITIES, INC.** (referred to in this receipt as the "Company") acknowledges receipt of the amount shown above from the above-referenced customer (referred to in this receipt as "customer") as a deposit to be held by the Company in accordance with the following terms and conditions.

To guarantee the payment of any and all indebtedness of water and/or sewer service which may be or become due the Company by said customer, customer agrees that such deposit or any part thereof may be applied by the Company at any time in satisfaction of said guarantee; that after such application the remainder thereof may be applied in discharge of any indebtedness of the customer to the Company whatsoever and that the Company may use said deposit as if the Company were the absolute owner thereof. Upon discontinuance of any or all services covered by this deposit, and the presentation of this receipt and proper identification, the Company agrees to refund to the customer that portion of the deposit applying to the service or services discontinued, less any amounts due the Company.

This deposit shall not preclude the Company from discontinuing for nonpayment any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such service, or from seeking to recover any indebtedness of the customer which is in excess of the amount of the deposit.

THIS RECEIPT IS NOT NEGOTIABLE OR TRANSFERABLE, AND IS REDEMABLE ONLY BY THE CUSTOMER WHOSE NAME APPEARS HEREON

**GOLDEN OCALA UTILITIES, INC.**

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

SIGNATURE

Title: \_\_\_\_\_

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.  
WATER TARIFF

**APPLICATION FOR SERVICE AND METER INSTALLATION**

**GOLDEN OCALA UTILITIES, INC. ("Company")**

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date service should begin \_\_\_\_\_

Service requested:

Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

Meter Size \_\_\_\_\_

By signing this agreement, the customer requests the service and meter size shown above and agrees to the following:

1. The customer will pay for both water and sewer service promptly each billing period at the rate or rates therefor established from time to time by the Company.
2. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer agrees not to utilize any appliances or device which is not properly constructed, controlled and protected or which may adversely affect the water and/or wastewater service; the Company reserves the right to discontinue or withhold water and/or wastewater service to such apparatus or device.
3. The Company may refuse or discontinue water and/or wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.230, Florida Administrative Code. Any unauthorized connections to the customer's water and/or wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.230, Florida Administrative Code.
4. The customer agrees to abide by all existing Company rules and regulations as contained in the tariff, copies of which are available at the office of the Company.
5. Bills for water and/or wastewater service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days' written notice, service may be discontinued.
6. When a customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require written notice within 15 days prior to the date the customer desires to terminate service.

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

**NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.**

**WATER TARIFF**

Continued from Sheet No. 20.0

7. For residential customers, a meter and installation charge of \$165.00 is payable at the time of application, as well as a water plant capacity charge of \$300 and a sewer plant capacity charge of \$1,300.

For all other customers, the following charges will be payable at the time of application: (i) a meter and installation charge which will be based on the actual cost to the Company; (ii) a water plant capacity charge which will be based on a charge of \$1.20 per gallon for each gallon of customer's estimated daily demand with a minimum charge of \$300; and a sewer plant capacity charge which will be based on a charge of \$8.50 per gallon for each gallon of customer's estimated daily demand with a minimum charge of \$1,300.

---

Signature

---

Date

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**APPLICATION FOR METER INSTALLATION**

See Sheet No. 20.0

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

**COPY OF CUSTOMER'S BILL**

Amount Now Due  
\$ \_\_\_\_\_

Make Check Payable:  
Golden Ocala Utilities, Inc.

Your Account Number

Golden Ocala Utilities, Inc.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34482  
(904) 629-6229

(date)

(Customer Name and address)

-----  
TO ENSURE PROMPT CREDIT PLEASE RETURN ABOVE PORTION OF BILL WITH YOUR PAYMENT

Golden Ocala Utilities, Inc.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34482  
(904) 629-6229

Billing Address:

(date)

Service Address:

Meter Number

\*Meter Reading

Usage (in  
1,000 gallons)

Last Month

Current Month

Amount Now Due  
\$

Your Account Number

Water Customer Class

Water Usage History	
Months	Usage (in 1,000s)

LAST BILLING	\$
LESS PAYMENTS	
WATER CHARGE	
SEWER CHARGE	

Pay This Amount -----> \$

**THIS BILL DUE WHEN RENDERED**

**ALLAN FEKER**  
ISSUING OFFICER

Chief Executive Officer  
TITLE

\*See Reverse Side for  
Additional Information

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 22.0)

The following information will help you understand your utility bill

**Amount Now Due:** This month's charges are now due and will become delinquent after 20 days. Bills with an unpaid balance from the previous month are delinquent and subject to service discontinuance. Do not ignore the warning date shown - contact the Golden Ocala Utilities office at 629-6229 for further information.

**Payments:** If you do not use the pre-addressed remittance envelope provided, payment may be made in person between the hours of 8:00 a.m. and 5:00 p.m. at the Golden Ocala Utilities office at the address shown on the front of this bill.

#### Explanation of Charges

**Water and Sewer:** Water and Sewer charges are based on water usage metered in 1,000 gallon units. Current rates for water and sewer may be obtained from the Golden Ocala Utilities office.

Most meters have red or white triangular shaped leak indicators. With all taps off, the leak indicator should not move. Conserve water, read your meter, and check your leak indicator periodically. If leaks are found, have them repaired as soon as possible.

**Sewer Maximum:** Sewer charges are computed based upon monthly water usage. In order to account for non-sewer water uses such as lawn watering, car washing, etc., for computation of sewer charges water usage for each single-family residence is capped at 8,000 gallons per month.

#### Customer Information

**Billing Inquiries:** If you have a question regarding your utility bill please call the Golden Ocala Utilities office for further information and explanation.

**Moving?** As soon as you know when you want to discontinue service, call 629-6229 and let us know so that we may arrange to take the account out of your name. Never depend on the next occupant to sign up for service and relieve you of your liability.

**ALLAN PEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

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Water and Sewer Plant Capacity Charge ...	24.4	9.0

**ALLAN PEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

*Proposed*

**SERVICE AVAILABILITY POLICY**

**SEWER AND WATER**

**GOLDEN OCALA UTILITIES, INC.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34482**

**TO BE FILED WITH:**

**FLORIDA PUBLIC SERVICE COMMISSION**

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.0)

**SEWER AND WATER  
SERVICE AVAILABILITY POLICY**

**RULE 1.0      GENERAL INFORMATION**

Golden Ocala Utilities, Inc. (hereinafter referred to as the "Service Company") is a Florida corporation created for the purpose of providing water and wastewater service to that certain 501 acre residential and golf course development in Marion County, Florida, known as Golden Ocala. Golden Ocala is owned and is being developed by Golden Ocala Golf Course Partners, a Florida general partnership (hereinafter referred to as "Developer"). The Service Company hereby establishes this policy for the purpose of describing those facilities which the Service Company and the Developer are responsible to install at Golden Ocala, the conditions under which such facilities will be installed, and the conditions to be met by property owners, builders or developers (including the Developer) within the service area (all of which are hereafter sometimes referred to individually as a "Customer" and collectively as "Customers") in order to obtain water and sewer service. To insure the desired uniformity, the provisions of Chapter 25-10 g.s., Florida Administrative Code, are incorporated herein and made a part hereof.

**RULE 2.0      APPLICABILITY OF SERVICE AVAILABILITY POLICY**

The provisions of this policy are applicable to all Customers who desire service within or within reasonable proximity to the certificated territory of the Service Company.

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.1)**

**RULE 3.0      EXTENSIONS OUTSIDE CERTIFICATED TERRITORY**

The Service Company will not consider providing service outside the certificated territory unless (i) arrangements satisfactory to the Service Company are made, and (ii) the Florida Public Service Commission expands the certificated territory to include such other areas. The Service Company will make extensions outside the certificated territory only if the extensions, and treatment plant reservation or expansion required to serve such extensions, are economically feasible as defined by Rule 25-30.515(7), F.A.C., and satisfy the requirements of Section 367.121(1)(d).

**RULE 4.0      REQUIREMENT FOR PAYMENT OF CONTRIBUTION IN AID OF CONSTRUCTION**

The Service Company requires the payment of contributions in aid of construction in two forms: (i) in the case of all Customers, by each payments for service availability charges at the time of application for service or, (ii) in the case of the Developer, through transfer of water transmission and distribution facilities and sewage collection facilities, and appurtenances to both such facilities for on-site facilities and such off-site facilities as may be required or desired by the Service Company.

**RULE 5.0      ON-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION)**

On-site facilities refers to:

a.      That portion of the water distribution or wastewater collection system located within the various phases of property to be developed within the Golden Ocala project, to which service is to be extended.

b.      That portion of the water distribution or wastewater collection system located within property located outside the Golden Ocala project, or

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.2)

commercial properties within the Service Area, to which service is or may be extended.

**RULE 6.0      ACCEPTANCE OF FACILITIES**

Upon fulfillment of the conditions contained herein, the Service Company will accept the existing on-site facilities from the Developer. In the alternative or in combination therewith, the Service Company may permit or require the Developer to install additional on-site facilities as designed by the Developer's engineer, such engineering, installation and construction to be subject to the approval of the Service Company. The Developer shall be responsible for all liens and encumbrances on the existing on-site facilities and will transfer ownership and control of all existing on-site facilities to the Service Company free and clear of any impediment to the unhindered use and operation of such facilities by the Service Company. All transfers of on-site facilities shall be in form reasonably satisfactory to the Service Company's attorney and shall be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances. All expenses of any nature related to the on-site facilities, including but not limited to, fees for permits and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering shall be paid by the Developer or Customer, unless otherwise indicated herein.

**ALLAN FEKER**  
**ISSUING OFFICER**  
**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.3)

**RULE 7.0      CONSTRUCTION OF OVERSIZED FACILITIES**

The Service Company may install or may require the installation of oversized lines or facilities to provide service to other properties in accordance with the master plan of the Service Company.

**RULE 8.0      OFF-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION)**

Off-site facilities refers to:

a.      The water transmission mains and facilities or the wastewater collection mains and facilities necessary to extend service from the Service Company's existing facilities to the various phases of property to be developed within the Golden Ocala project.

b.      The water transmission mains and facilities or the wastewater collection mains and facilities necessary to extend service from the Service Company's existing facilities to property located outside the Golden Ocala project or to commercial property within the Golden Ocala project.

**RULE 9.0      WATER AND SEWER PLANT CAPACITY CHARGE (CONTRIBUTIONS IN AID OF CONSTRUCTION)**

The Service Company requires that all Customers pay a pro rata share of the cost of the Service Company's water system and sewer system including the cost of water treatment plant facilities and sewer treatment plant facilities, whether or not the facilities have been constructed or may be constructed. Such charges to be paid by Customers pursuant to this policy are calculated based upon the estimated demand of the Customer's proposed installations and improvements upon the transmission and treatment facilities of the Service Company and are set forth on Exhibit "A" attached hereto and made a part hereof. In addition, Customers are required to pay the Service

**ALLAN FEKER**  
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**Chief Executive Officer**  
TITLE



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.4)

Company's meter installation charge as set forth on Exhibit "A."

**RULE 10.0**     **WATER AND SEWER DEMAND (GALLONS PER DAY)**

Water plant capacity charges and sewer plant capacity charges for each equivalent residential connection ("ERC") shall be based upon estimated daily demand of 250 gallons for water and 200 gallons for wastewater. In the case of all other classifications, determination of water and sewer plant capacity charges will be based upon the use characteristics defined by generally accepted engineering data reasonably selected by the Service Company.

**RULE 11.0**     **DEVELOPER AGREEMENTS**

Except whenever the situation otherwise dictates or the Commission rules require, the Service Company will prepare, and the Developer and the Service Company shall execute, a Developer Agreement which shall be consistent with the provisions of this Service Availability Policy and in conformity with the rules promulgated and revised from time to time by the Commission. The Service Company shall require that the Developer, in addition to the fees and charges set forth herein, bear the cost of preparation of said Developer Agreement by the Service Company's counsel and the reasonable administrative costs incurred by the Service Company in negotiating, preparing and executing said Developer Agreement. Said charges shall not exceed the amount reasonably incurred for such services.

**RULE 12.0**     **WATER AND SEWER CAPACITY ALLOCATIONS**

If requested, upon payment by the Developer and proper execution of a Developer Agreement for Service Availability pursuant to these rules, the Service Company will

**ALLAN FEKER**  
ISSUING OFFICER  
  
**Chief Executive Officer**  
TITLE

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.5)**

reserve and will allocate to the Developer all or a portion of the entire water plant and sewer plant capacity as set forth in the Developer Agreement.

**RULE 13.0 ACTION BY GOVERNMENTAL AUTHORITIES OR CURTAILMENT FROM OTHER CAUSES**

Requirements by appropriate governmental authorities to limit or curtail utility services, such as governmental moratoriums or other causes beyond the Service Company's sole control, may restrict the use of utility services or curtailment of excess water and/or sewer service use as set forth in this Policy. All Customers who obtain a reservation for service or the service itself take such subject to notice of this limitation.

**RULE 14.0 TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE**

The Service Company reserves the right to construct all facilities for providing water and/or sewer service to the point of connection with the Customer's lines and facilities ("point of connection"). If the Service Company determines that it will accept such facilities constructed by others, whether on-site or off-site facilities, the following rules will apply:

- a. The Developer and each Customer who has constructed portions of a water transmission and distribution system and/or sewage collection system shall convey such component parts of the system to the Service Company by bill of sale, in form satisfactory to the Service Company's attorney, together with such evidence as may be reasonably requested by the Service Company that the water and/or sewer system(s) proposed to be transferred to the Service Company are free of all liens and encumbrances.

**ALLAN FEKER**  
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**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.6)**

b. Any facilities on the Developer's or the Customer's side of the connection point shall not be transferred to the Service Company and shall remain the property of the Developer or the individual Customer, their successors or assigns.

c. The Service Company shall not be required to accept title to any component part of the water or sewage system until the Service Company's engineer has approved the construction of said lines, accepted the tests which determine that such construction is in accordance with the criteria established by the Service Company, and thereafter evidenced its acceptance of such lines for the Service Company's ownership, operation, and maintenance. The Developer and/or a Customer shall indemnify and hold the Service Company harmless from any replacements or repairs required to be made to contributed facilities for one (1) year from the date of conveyance to the Service Company.

d. The Developer and/or Customer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by the Developer and/or Customer. Such cost information shall be furnished to the Service Company concurrently with the bill of sale, and such cost information shall be a prerequisite for the acceptance by the Service Company of the portion of the water and/or sewage system constructed by the contributor.

e. The Service Company reserves the right to refuse connection and to deny the commencement of service to any Customer seeking to be connected to portions of the water and/or sewage system until such time as the provisions of this section have been fully met.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.7)**

f. With respect to a development which constitutes a "single unit", such as a shopping center or an apartment complex, the Service Company's obligation for service and maintenance of contributed lines and facilities located wholly within such developments and not in public rights of way, shall extend solely to repair and/or replacement of the lines or facilities, and the Service Company will not be liable in any manner for damages, replacement or repairs to surface areas. The Service Company shall exercise its best efforts to restore the area upon which work was performed to the condition of said area prior to such work by the Service Company.

**RULE 15.0 EASEMENTS AND RIGHTS-OF-WAY.**

As a prerequisite to the construction of any water transmission and distribution system or sewage collection system proposed to be connected to the facilities of the Service Company, Customers shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of proposed facilities. Easements shall contain that amount of land required to provide ingress and egress to the Service Company property together with a sufficient right in land needed by the Service Company to install, maintain, remove, repair and replace facilities of the Service Company. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to the Service Company's attorney. Such conveyances shall be made without cost to the Service Company.

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.8)

**RULE 16.0     PLAN REVIEW AND INSPECTION FEES**

Any engineering plans or designs for, or construction of facilities by the Developer and/or Customer which are to become a part of the water and/or sewer system will be subject to review and inspection by the Service Company in the Service Company's sole discretion. For this service, the Service Company may charge an inspection fee based upon the actual cost to the Service Company of the inspection of Developer's and/or Customer's plans and specifications as well as inspection of the facilities constructed for connection with the facilities of the Service Company, and administrative and legal costs incurred in connection therewith. Such inspection fees shall be paid by the Developer and/or the Customer in addition to all other charges stated above as a condition precedent to service.

**RULE 17.0     APPROVAL OF CONTRACTORS**

The Service Company shall have the right to approve any independent contractors retained by the Developer and/or Customers with regard to the competency of the independent contractor to perform such work. Such approval shall not be unreasonably withheld by the Service Company.

**ALLAN FEKER**  
ISSUING OFFICER  
**Chief Executive Officer**  
TITLE

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.****WATER TARIFF****(Continued from Sheet No. 24.9)****RULE 18.0    INSPECTION OF HOOK-UPS**

It shall be the responsibility of the Customer or its independent contractor to connect Customer's installation with the water and/or sewer system. The Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Service Company's rules governing such connections, and that the connection, as made, is free from infiltration. The Customer shall notify the Service Company of any proposed connection with the facilities of the Service Company, and such connection may be made without the presence of the Service Company's inspector; however, such connection shall remain open until inspection by the Service Company and until notice of the approval of such connection is furnished to the Customer in accordance with the practices and procedures of the Service Company. Any connection covered without the benefit of inspection will result in the Customer being required to reopen the connection for subsequent inspection. If the Service Company fails to inspect the connection within forty-eight (48) hours after notice that the same is ready to inspect, the connection shall be deemed approved by the Service Company. The Service Company may charge the Customer an inspection fee based upon the actual cost to the Service Company of the inspection of the facilities and administrative and legal costs incurred in connection therewith.

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**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.10)**

**RULE 19.0    ASSIGNMENT OF CAPACITY BY DEVELOPER**

The Developer may assign in whole or in part, pursuant to its Developer Agreement with the Service Company, its capacity allotment provided that any assignee assumes all of the Developer's obligations under the Developer Agreement and the Developer first obtains consent to the assignment from the Service Company. The Service Company will not unreasonably withhold consent to any assignment if with respect to a sale of the Developer's property or if such assignment is within ten (10) years of the date of the execution of the Developer Agreement. In the event of such an assignment, either the Developer or its assignee shall pay all of the Service Company's legal and administrative costs reasonably incurred in connection with such assignment. Except as provided pursuant to any refundable advance agreement, the Service Company shall be under no obligation whatsoever to refund to the Developer any contributions in aid of construction, whether payable in cash or in the form of contributed property.

**ALLAN FEKER**  
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**ISSUING OFFICER**  
  
**Chief Executive Officer**  
\_\_\_\_\_  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.11)**

**RULE 20.0     DESIGN AND CONSTRUCTION**

**If any on-site or off-site water transmission and distribution or sewer collection systems are constructed by the Developer, the Service Company shall establish specifications based upon sound engineering and public utility practices conforming to the Service Company's master plan for its water and/or sewer system, and the Developer shall, not less than thirty (30) days prior to commencing construction, furnish the Service Company with a complete copy of all plans and specifications of the proposed transmission and distribution or collection system. The Service Company shall have twenty (20) days in which to determine the acceptability of the plans and specifications furnished to it by the Developer. If the Service Company shall object to the plans and specifications or any part thereof, the Developer shall defer the commencement of construction pending the resolution of the Service Company's objections.**

**RULE 21.0     REFUNDABLE ADVANCES**

**The Service Company may require, in addition to the charges set forth herein, a refundable advance by a Customer to temporarily defray the cost of any extension of water or sewer mains, pumping stations, and other facilities necessary to connect the Customer's property with the then proper point of connection with the Service Company's existing water and/or sewer facilities, in excess of the size needed to provide service to the subject property. The Customer may be required to advance to the Service Company additional main extension charges or contribute facilities based upon the anticipated hydraulic load requirements of other undeveloped properties in order that such facilities may be constructed to serve the Customer's property and to**

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**Chief Executive Officer**  
**TITLE**



**NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.**

**WATER TARIFF**

**(Continued from Sheet No. 24.12)**

be in accordance with the Service Company's master plan for service.

Charges paid by the Customer over and above the Customer's share or Customer's share as determined by such other method established by the Service Company reasonably related to the cost of providing service to the Customer shall be refunded to the Customer in accordance with the terms and conditions of a refunding agreement which the Service Company will negotiate with the Customer and which shall be set forth in a written agreement between the Service Company and Customer. The refund agreement will provide for a plan of refund based upon connection of other properties to such facilities determined in accordance with the extent of the Customer's hydraulic share with the shares of other properties served by such facilities. In no event shall a Customer recover an amount greater than the difference between the capitalized cost of such improvements and the Customer's own share of such improvement as described above. The Service Company may in its sole discretion, exclude any interest upon the refund of the Customer's advance. The Service Company will make refunds to Customers entitled to refund advances on a pro rata basis as others tie into the utility system and pay off such charges to the Service Company. In no event shall the Service Company be required to refund more funds to Customers than the Service Company has collected from others. Refunds made by the Service Company to Customers shall be made not less frequently than semi-annually.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 24.13)

## EXHIBIT "A"

Golden Ocala Utilities, Inc.  
Schedule of Plant Capacity Charges1. Water

Residential per ERC (250 gpd)	\$300
General service:	
Per gallon of daily demand	\$1.20
Minimum charge per ERC	\$300
Meter and installation charges:	
5/8" x 3/4"	\$105
1" and larger	Actual Cost

2. Sewer

Residential per ERC (200 gpd)	\$1,300
General service:	
Per gallon of daily demand	\$6.50
Minimum charge per ERC	\$1,300

91257.02

ALLAN FEKER  
ISSUING OFFICER

Chief Executive Officer  
TITLE

**BUSH ROSS GARDNER WARREN & RUDY, P.A.**  
**ATTORNEYS AT LAW**  
**220 SOUTH FRANKLIN STREET**  
**TAMPA, FLORIDA 33602**  
**(813) 224-0255**

**TELECOPIER (813) 222-0220**

**April 29, 1996**

**Director**  
**Division of Records and Reporting**  
**Florida Public Service Commission**  
**2540 Shumard Oak Boulevard**  
**Tallahassee, Florida 32399-0830**

**RE: Golden Ocala Utilities, Inc.**  
**Wastewater Tariff**  
**Our File No. GULO-2**

**Dear Sir:**

**On behalf of Golden Ocala Utilities, Inc., I enclose an original and two copies of a proposed Wastewater Tariff, containing the following sheets:**

- 1. Cover Sheet.**
- 2. Sheet No. 1.0 - Cover Page.**
- 3. Sheet No. 2.0 - Table of Contents.**
- 4. Sheet No. 3.0 - Territory Served.**
- 5. Sheet No. 3.1 and No. 3.2 - Description of Territory Served.**
- 6. Sheet No. 4.0 - Communities Served Listing.**
- 7. Sheet No. 5.0 and No. 5.1 - Technical Terms and Abbreviations.**
- 8. Sheet No. 6.0 and 6.1 - Index of Rules and Regulations.**
- 9. Sheet No. 7.0, No. 8.0, No. 9.0 and No. 10.0 - Rules and Regulations.**
- 10. Sheet No. 11.0 - Index of Rates and Charges Schedules.**
- 11. Sheet No. 12.0 - General Service Rate Schedules.**

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

**Initials of person who forwarded check:**  
*[Signature]*

**Director  
Division of Records and Reporting  
Florida Public Service Commission  
April 29, 1996  
Page 2**

12. **Sheet No. 13.0 - Residential Service Rate Schedule.**
13. **Sheet No. 14.0 - Schedule of Customer Deposits.**
15. **Sheet No. 15.0 - Miscellaneous Service Charges.**
16. **Sheet No. 16.0 and No. 16.1 - Service Availability Schedule of Fees and Charges.**
17. **Sheet No. 17.0 - Index of Standard Forms.**
18. **Sheet No. 18.0 - Customer's Guarantee Deposit Receipt.**
19. **Sheet No. 19.0 and No. 19.1 - Application for Service and Meter Installation.**
21. **Sheet No. 20.0 and No. 20.1 - Copy of Customer's Bill.**
22. **Sheet No. 21.0 - Index of Service Availability Policy.**
23. **Sheet No. 22.0 through No. 22.14 - Service Availability Policy.**

**The enclosed proposed Wastewater Tariff differs from the Public Service Commission's "model" wastewater tariff in the following respects:**

- (1) **Sheet No. 5.0 - Rule 1.0 and Rule 3.0 modified by deleting the defined term from the definition to make it consistent with other definitions. In addition, Rule 9.0 has been modified to correct an error inasmuch as the word "connection" in the second line should read "connect." See copy model tariff Sheet No. 5.0 attached and highlighted.**
- (2) **Sheet No. 7.0 - A period inserted after word "service" in second line of first paragraph. The second paragraph of Rule 7.0 modified to correct minor errors in model tariff by (i) capitalizing the word "company" in the first line and changing the word "water" to "wastewater" in the sixth line. See copy of model tariff Sheet No. 7.0 attached and highlighted.**
- (3) **Sheet No. 8.0 - The word "company" capitalized in second line of Rule 8.0.**

**Director  
Division of Records and Reporting  
Florida Public Service Commission  
April 29, 1996  
Page 3**

**Space deleted between "net" and "withstanding" in first line of second paragraph of Rule 11.0. See copy of model tariff Sheet No. 8.0 attached and highlighted.**

- (4) Sheet No. 9.0 - Rule 13.0 has been modified to correct an error inasmuch as the reference to "company" in the second line should read "customer." See copy of model tariff Sheet No. 9.0 attached and highlighted.**
- (5) Sheet No. 10.0 - Rule 18.0 modified by deleting the words "with wastewater service" from the second line of Rule 18.0 of model tariff. See copy of model tariff Sheet No. 10.0 attached and highlighted.**
- (6) Sheet No. 14.0 - Additional meter sizes added to section describing initial deposit by meter size.**
- (7) Sheet No. 16.0 - The word "by" changed to "to" in footnote. See copy of model tariff Sheet No. 16.0 attached and highlighted.**
- (8) Sheet No. 19.0 and 19.1 - Joint application for water, wastewater service and meter installation attached as Sheet No. 19.0 and 19.1 instead of separate application for wastewater as anticipated by Sheet No. 19.0 of model tariff.**
- (9) Sheet No. 21.0 - Index of the provisions of Service Availability Policy differ from Sheet No. 21.0 of model as a result of the Service Availability Policy attached as Sheet No. 22.0 through No. 22.14.**

**If you have any questions, please contact this office.**

**Very truly yours,**

  
**J. Stephen Gardner**

**JSG/gml  
Enclosure  
95216.02**

NAME OF COMPANY \_\_\_\_\_

WASTEWATER TARIFF

**TECHNICAL TERMS AND ABBREVIATIONS**

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

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY \_\_\_\_\_

WASTEWATER TARIFF

**RULES AND REGULATIONS**

1.0 **GENERAL INFORMATION** - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or changes to each and every customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all customers requiring such service within its certificated territory pursuant to Chapter 25-88, Florida Administrative Code and Chapter 367, Florida Statutes.

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

3.0 **APPLICATION** - In accordance with Rule 25-80.210, Florida Administrative Code, a signed application is required prior to the initiation of service.

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

5.0 **REFUSAL OR DISCONTINUANCE OF SERVICE** - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-80.280, Florida Administrative Code.

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

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

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

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY \_\_\_\_\_

**WASTEWATER TARIFF**

(Continued from Sheet No. 7.0)

**8.0 CONTINUITY OF SERVICE** - In accordance with Rule 25-22.220, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service.

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

**9.0 TYPE AND MAINTENANCE** - In accordance with Rule 25-22.545, Florida Administrative Code, the customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

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

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

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

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE



NAME OF COMPANY \_\_\_\_\_

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

12.0 **PROTECTION OF COMPANY'S PROPERTY** - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.322, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

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

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

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

In accordance with Rule 25-30.325, Florida Administrative Code, the utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.

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

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

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

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

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY \_\_\_\_\_

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 **TERMINATION OF SERVICE** - When a customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.385, Florida Administrative Code.
- 19.0 **UNAUTHORIZED CONNECTIONS - WASTEWATER** - Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.380, Florida Administrative Code.
- 20.0 **ADJUSTMENT OF BILLS** - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rules 25-30.340 and 25-30.380, Florida Administrative Code.
- 21.0 **ILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.004 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 **EVIDENCE OF CONSUMPTION** - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

\_\_\_\_\_  
ISSUING OFFICER

\_\_\_\_\_  
TITLE

NAME OF COMPANY \_\_\_\_\_  
 WASTEWATER TARIFF

ORIGINAL SHEET NO. 16.0

**SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES**

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

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

**EFFECTIVE DATE -**  
**TYPE OF FILING -**

\_\_\_\_\_  
 ISSUING OFFICER

\_\_\_\_\_  
 TITLE

**WASTEWATER TARIFF**

**GOLDEN Ocala UTILITIES, INC.**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**

**WASTEWATER TARIFF**

**GOLDEN OCALA UTILITIES, INC.**

**7300 U. S. Highway 27, N.W.  
Ocala, Florida 34482**

**Business Telephone #(352) 629-6229  
Facsimile Telephone #(352) 622-6177  
Emergency Telephone #(352) 629-6229**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**

**ALLAN EBER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.

**WASTEWATER TABLE**

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**ALLAN FICKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Marion

COMMISSION ORDER/LAPPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

File No. Type

Original Certificate

(Continued to Sheet No. 3.1)

ALLAN FIKER  
ISSUING OFFICER

Chief Executive Officer  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

**DESCRIPTION OF TERRITORY SERVED**

Begin at the SW corner of the SE ¼ of the SW ¼ of Section 36, Township 14 South, Range 20 East thence N. 0°15'24" E along the West boundary of the SE ¼ of the SW ¼ of said Section 36, a distance of 2582.88' to the South right of way line of U.S. Highway No. 27 thence S.89°53'42" E. along said South right of way line a distance of 3400.83' thence S.0°07'51" W. a distance of 521.78' thence West 550.00' thence S.0°07'51" W. 782.00' thence S.32°00'00" E. 830.00' thence South 800.00' thence East 288.07' thence South 1290.42' thence S.88°00'00" E. 893.92' thence N.65°00'00" E. 200.00' thence S.81°30'00" E. 500.00' thence N.11°00'00" E. 200.00' thence N.70°00'00" E. 230.00' thence N.20°00'00" E. 500.00' thence N.62°00'00" W. 560.00' thence N.6°08'54" W. 548.17' to the SW corner of Section 31, Township 14 South, Range 21 East, thence N.89°53'13" E. 2487.28' thence N.89°48'40" E. 130.38' thence N.00°00'06" E. 295.16' thence N.89°48'40" E. 295.16' thence N.00°00'06" E. 504.34' thence N.89°48'35" E. 318.20' to a point on the arc of a curve said curve having a radius of 547.19' and a central angle of 34°38'55" thence Northerly along and with the arc of said curve an arc distance of 330.58' to the P.C. of said curve, thence N.29°17'25" E. 721.38' to the P.C. of a curve concave Northwestwardly having a radius of 607.27' and a central angle of 17°14'16" thence Northerly along and with the arc of said curve an arc distance of 182.70' to a point on the Southerly right of way line of U.S. Highway No. 27 thence S.77°56'52" E. along said Southerly right of way line a distance of 822.51' thence S.77°56'52" E. a distance of 576.90' thence S.39°08'18" E. a distance of 23.14' thence S.00°08'33" E. a distance of 1570.56' thence S.89°47'30" W. a distance of 778.88' thence S.00°03'01" W. a distance of 30.00' then S.89°47'30" W. a distance of 230.70' thence S.00°00'27" W. a distance of 425.31' to the Northerly right of way line of County Road 225A thence S.58°58'24" W. along said right of way line a distance of 3383.65' to the P.C. of a curve concave Southeastwardly having a radius of 2383.63' and a central angle of 19°00'52" thence Southerly along and with the arc of said curve an arc distance of 780.81' thence N.87°49'30" W. a distance 1817.52' thence North 500.00' thence S.84°23'19" E. 88.12' thence N.78°34'15" W. 2230.34' thence N.64°32'28" W. 507.95' thence N.00°24'48" E. 1388.81' to the Point of Beginning, all lying and being in Marion County, Florida.

## ALSO

Commence at the SW corner of the NW ¼ of Section 6, Township 15 South, Range 21 East; thence N.00°02'10" E. along the West line of the NW ¼, a distance of 229.75' to the Point of Beginning of this description:

- (1) Thence run S.87°49'30" E. a distance of 487.88' to a point on the Westerly Right of Way of C-225-A (N.W. 80th Avenue), said point being on the arc of a curve of said Westerly Right of Way, said curve being concave Southeastwardly having a radius of 2383.63' and a central angle of 35°05'18";
- (2) Thence run Southwestwardly along and with the arc of said curve of the Westerly Right of Way, an arc distance of 1458.76';

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE



**NAME OF COMPANY: GOLDEN Ocala UTILITIES, INC.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 3.1)

**DESCRIPTION OF TERRITORY SERVED**

- (3) Thence run West a distance of 2834.07';
- (4) Thence run North a distance of 1480.87';
- (5) thence run S.87°48'30" E. a distance of 2888.81' to the Point of Beginning to close, in Marion County, Florida.

**ALLAN FIKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**COMMUNITIES SERVED LISTING**

<b>County Name</b>	<b>Development Name</b>	<b>Rate Schedule(s) Available</b>	<b>Sheet No.</b>
Marion	Golden Ocala	Go to Sheet No. 12.0, Sheet No. 13.0, Sheet No. 14.0, and Sheet No. 15.0	12.0, 13.0, 14.0, and 15.0

**ALLAN PEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**TECHNICAL TERMS AND ABBREVIATIONS**

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

**ALLAN PEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 5.0)

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

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**INDEX OF RULES AND REGULATIONS**

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(Continued to Sheet No. 6.1)

**ALLAN FIKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number</u>	<u>Rule Number</u>
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**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**RULES AND REGULATIONS**

- 1.0 **GENERAL INFORMATION** - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all customers requiring such service within its certified territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 **POLICY DISPUTE** - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 **APPLICATION** - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 **APPLICATIONS BY AGENTS** - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 **REFUSAL OR DISCONTINUANCE OF SERVICE** - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 **EXTENSIONS** - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 **LIMITATION OF USE** - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

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

**ALLAN PEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 7.0)**

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

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

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

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

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

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

**ALLAN PEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE



**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 8.0)

**12.0 PROTECTION OF COMPANY'S PROPERTY** - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

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

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

**15.0 CUSTOMER BILLING** - Bills for wastewater service will be rendered monthly as stated in the rate schedule.

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

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

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

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

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.
- 18.0 **TERMINATION OF SERVICE** - When a customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 **UNAUTHORIZED CONNECTIONS - WASTEWATER** - Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.330, Florida Administrative Code.
- 20.0 **ADJUSTMENT OF BILLS** - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 **ILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 **EVIDENCE OF CONSUMPTION** - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

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**ALLAN FEKER**  
ISSUING OFFICER  
**Chief Executive Officer**  
TITLE

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**GENERAL SERVICE**

**RATE SCHEDULES GS**

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

**RATE**

**Base Facility Charges:**

<u>Meter Size</u>	<u>Monthly Base</u>
3" x 3"	\$ 18.14
1"	45.35
1 1/2"	80.70
2"	145.12
3"	290.24
4"	453.50
6"	907.00
8"	1,451.12

**Gallage charge per 1,000 gallons  
(no maximum):** **3.85**

- MINIMUM CHARGE** - None, other than the base facility charge shown above.
- TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE** -
- TYPE OF FILING** - Original Certificate.

**ALLAN EKER**  
 \_\_\_\_\_  
**ISSUING OFFICER**  
  
**Chief Executive Officer**  
 \_\_\_\_\_  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**RESIDENTIAL SERVICE**

**RATE SCHEDULES**

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

<b>A. Base Facility Charges:</b>		<u>Monthly Rate</u>
All meter sizes		\$ 18.14
<b>B. Gallonage charge per 1,000 gallons (5,000 gallon maximum)</b>		<b>3.85</b>
- MINIMUM CHARGE -** None, other than the base facility charge shown above.
- TERMS OF PAYMENT -** Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -**
- TYPE OF FILING -** Original Certificate.

**ALLAN BERK**  
 \_\_\_\_\_  
 ISSUING OFFICER  
  
**Chief Executive Officer**  
 \_\_\_\_\_  
 TITLE

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**SCHEDULE OF CUSTOMER DEPOSITS**

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$ 83.00	\$ 83.00
1"	83.00	138.00
1 1/2"	83.00	228.00
2"	83.00	337.00
3"	83.00	627.00
4"	83.00	964.00
6"	83.00	1,861.00
8"	83.00	2,849.00

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

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

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

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificate.

**ALLAN FIKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**MISCELLANEOUS SERVICE CHARGES**

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

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

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

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

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

**Schedule of Miscellaneous Service Charges**

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	15.00
Violation Reconnection Fee	300.00
Premises Visit Fee (in lieu of disconnection)	10.00

**EFFECTIVE DATE**

**TYPE OF FILING** - Original Certificate.

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES**

<b>DESCRIPTION</b>	<b>REFER TO SERVICE AVAIL. POLICY AMOUNT</b>	<b>SHEET NO./ RULE NO.</b>
<b>Customer Connection (Tap-in) Charge</b>		
5/8" x 3/4" metered service.....	Not Applicable	Not Applicable
1" metered service.....	Not Applicable	Not Applicable
1 1/2" metered service.....	Not Applicable	Not Applicable
2" metered service.....	Not Applicable	Not Applicable
Over 2" metered service.....	Not Applicable	Not Applicable
<b>Guaranteed Revenue Charge</b>		
<b>With Prepayment of Service Availability Charges:</b>		
Residential-per ERC/month (___)GPD.....	Not Applicable	Not Applicable
All others-per gallon/month.....	Not Applicable	Not Applicable
<b>With Prepayment of Service Availability Charges:</b>		
Residential-per ERC/month (___)GPD.....	Not Applicable	Not Applicable
All others-per gallon/month.....	Not Applicable	Not Applicable
Inspection Fee.....	Actual Cost (1)	22.10/16.0
<b>Main Extension Charge</b>		
Residential-per ERC (___)GPD.....	Not Applicable	Not Applicable
All others-per gallon.....	Not Applicable	Not Applicable
or		
Residential-per lot (___ feet frontage)....	Not Applicable	Not Applicable
All others-per front foot.....	Not Applicable	Not Applicable
Plan Review Charge.....	Actual Cost (1)	22.9/16.0
<b>Plant Capacity Charge</b>		
Residential-per ERC (200 GPD).....	\$1,300.00	22.4/9.0
All others-per gallon.....	\$6.50 per gal. with minimum charge of \$1,300.00	22.4/9.0
<b>System Capacity Charge</b>		
Residential-per ERC (___)GPD.....	Not Applicable	Not Applicable
All others-per gallon.....	Not Applicable	Not Applicable

**ALLAN FIKER**  
ISSUING OFFICER

Chief Executive Officer  
TITLE



NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

Continued from Sheet No. 16.1

**SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES**

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - Original Certificate.

**ALLAN PEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**INDEX OF STANDARD FORMS**

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT.....	18.0

**ALLAN EKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Fee/Unit)

**GOLDEN OCALA UTILITIES, INC.**

**CUSTOMER'S GUARANTEE DEPOSIT RECEIPT**

CERTIFICATE NO. XXXX	CUSTOMER NAME		ACCT. NO.
	SERVICE ADDRESS		
	MAILING ADDRESS		
	DATE	AS A DEPOSIT OF <input type="checkbox"/> WATER <input type="checkbox"/> SEWER <input type="checkbox"/> WATER & SEWER	
	AMOUNT	NO. OF UNITS	

**GOLDEN OCALA UTILITIES, INC.** (referred to in this receipt as the "Company") acknowledges receipt of the amount shown above from the above-referenced customer (referred to in this receipt as "customer") as a deposit to be held by the Company in accordance with the following terms and conditions.

To guarantee the payment of any and all indebtedness of water and/or sewer service which may be or become due the Company by said customer, customer agrees that such deposit or any part thereof may be applied by the Company at any time in satisfaction of said guarantee; that after such application the remainder thereof may be applied in discharge of any indebtedness of the customer to the Company whatsoever and that the Company may use said deposit as if the Company were the absolute owner thereof. Upon discontinuance of any or all services covered by this deposit, and the presentation of this receipt and proper identification, the Company agrees to refund to the customer that portion of the deposit applying to the service or services discontinued, less any amounts due the Company.

This deposit shall not preclude the Company from discontinuing for nonpayment any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such service, or from seeking to recover any indebtedness of the customer which is in excess of the amount of the deposit.

THIS RECEIPT IS NOT NEGOTIABLE OR TRANSFERABLE, AND IS RECEIVABLE ONLY BY THE CUSTOMER WHOSE NAME APPEARS HEREON

**GOLDEN OCALA UTILITIES, INC.**

By: \_\_\_\_\_  
SIGNATURE

Title: \_\_\_\_\_

**ALLAN PEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**APPLICATION FOR SERVICE AND METER INSTALLATION**

**GOLDEN OCALA UTILITIES, INC. ("Company")**

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City

State

Zip

Service Address \_\_\_\_\_

City

State

Zip

Date service should begin \_\_\_\_\_

Service requested:

Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

Meter Size \_\_\_\_\_

By signing this agreement, the customer requests the service and meter size shown above and agrees to the following:

1. The customer will pay for both water and sewer service promptly each billing period at the rate or rates therefor established from time to time by the Company.
2. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer agrees not to utilize any appliances or device which is not properly constructed, controlled and protected or which may adversely affect the water and/or wastewater service; the Company reserves the right to discontinue or withhold water and/or wastewater service to such apparatus or device.
3. The Company may refuse or discontinue water and/or wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the customer's water and/or wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
4. The customer agrees to abide by all existing Company rules and regulations as contained in the tariff, copies of which are available at the office of the Company.
5. Bills for water and/or wastewater service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days' written notice, service may be discontinued.
6. When a customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require written notice within 15 days prior to the date the customer desires to terminate service.

**ALLAN FIKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 18.0)

7. For residential customers, a meter and installation charge of \$100.00 is payable at the time of application, as well as a water plant capacity charge of \$300 and a sewer plant capacity charge of \$1,300.

For all other customers, the following charges will be payable at the time of application: (i) a meter and installation charge which will be based on the actual cost to the Company; (ii) a water plant capacity charge which will be based on a charge of \$1.20 per gallon for each gallon of customer's estimated daily demand with a minimum charge of \$300; and a sewer plant capacity charge which will be based on a charge of \$6.50 per gallon for each gallon of customer's estimated daily demand with a minimum charge of \$1,300.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ALLAN BERK**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

**COPY OF CUSTOMER'S BILL**

Amount Now Due

\$ \_\_\_\_\_

Make Check Payable:  
Golden Ocala Utilities, Inc.

Your Account Number

Golden Ocala Utilities, Inc.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34482  
(904) 629-6229

(date)

(Customer Name and address)

TO ENSURE PROMPT CREDIT PLEASE RETURN ABOVE PORTION OF BILL WITH YOUR PAYMENT

Golden Ocala Utilities, Inc.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34482  
(904) 629-6229

Billing Address:

(date)

Service Address:

Meter Number

\*Meter Reading

Usage (in  
1,000 gallons)

Last Month

Current Month

Amount Now Due  
\$

Your Account Number

Water Customer Class

**Water Usage History**

Months	Usage (in 1,000s)

LAST BILLING	\$
LESS PAYMENTS	
WATER CHARGE	
SEWER CHARGE	

Pay This Amount -----> \$

**THIS BILL DUE WHEN RECEIVED**

**ALLAN FEKER**  
ISSUING OFFICER

Chief Executive Officer  
TITLE

\*See Reverse Side for  
Additional Information

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 20.0)**

**The following information will help you understand your utility bill**

**Amount Now Due:** This month's charges are now due and will become delinquent after 20 days. Bills with an unpaid balance from the previous month are delinquent and subject to service discontinuance. Do not ignore the warning date shown -- contact the Golden Ocala Utilities office at 629-6229 for further information.

**Sewer Maximum:** Sewer charges are computed based upon monthly water usage. In order to account for non-sewer water usage such as lawn watering, car washing, etc., for computation of sewer charges water usage for each single-family residence is capped at 8,000 gallons per month.

**Payments:** If you do not use the pre-addressed remittance envelope provided, payment may be made in person between the hours of 8:00 a.m. and 5:00 p.m. at the Golden Ocala Utilities office at the address shown on the front of this bill.

**Customer Information**

**Billing Inquiries:** If you have a question regarding your utility bill please call the Golden Ocala Utilities office for further information and explanation.

**Explanation of Charges**

**Water and Sewer:** Water and Sewer charges are based on water usage metered in 1,000 gallon units. Current rates for water and sewer may be obtained from the Golden Ocala Utilities office.

**Moving?** As soon as you know when you want to discontinue service, call 629-6229 and let us know so that we may arrange to take the account out of your name. Never depend on the next occupant to sign up for service and relieve you of your liability.

Most meters have red or white triangular shaped leak indicators. With all taps off, the leak indicator should not move. Conserve water, read your meter, and check your leak indicator periodically. If leaks are found, have them repaired as soon as possible.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

## WASTEWATER TARIFF

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**ALLAN PRKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE



**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

*Proposed*

**SERVICE AVAILABILITY POLICY**

**SEWER AND WATER**

**GOLDEN OCALA UTILITIES, INC.  
7300 U.S. Highway 27, N.W.  
Ocala, Florida 34482**

**TO BE FILED WITH:**

**FLORIDA PUBLIC SERVICE COMMISSION**

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 22.0)

**SEWER AND WATER  
SERVICE AVAILABILITY POLICY**

**RULE 1.0      GENERAL INFORMATION**

Golden Ocala Utilities, Inc. (hereinafter referred to as the "Service Company") is a Florida corporation created for the purpose of providing water and wastewater service to that certain 501 acre residential and golf course development in Marion County, Florida, known as Golden Ocala. Golden Ocala is owned and is being developed by Golden Ocala Golf Course Partners, a Florida general partnership (hereinafter referred to as "Developer"). The Service Company hereby establishes this policy for the purpose of describing those facilities which the Service Company and the Developer are responsible to install at Golden Ocala, the conditions under which such facilities will be installed, and the conditions to be met by property owners, builders or developers (including the Developer) within the service area (all of which are hereafter sometimes referred to individually as a "Customer" and collectively as "Customers") in order to obtain water and sewer service. To insure the desired uniformity, the provisions of Chapter 25-10 et seq., Florida Administrative Code, are incorporated herein and made a part hereof.

**RULE 2.0      APPLICABILITY OF SERVICE AVAILABILITY POLICY**

The provisions of this policy are applicable to all Customers who desire service within or within reasonable proximity to the certificated territory of the Service Company.

**RULE 3.0      EXTENSIONS OUTSIDE CERTIFICATED TERRITORY**

The Service Company will not consider providing service outside the certificated territory unless (i) arrangements satisfactory to the Service Company are made, and (ii) the Florida Public Service Commission expands the certificated territory to include

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.1)**

such other areas. The Service Company will make extensions outside the certificated territory only if the extensions, and treatment plant reservation or expansion required to serve such extensions, are economically feasible as defined by Rule 25-30.515(7), F.A.C., and satisfy the requirements of Section 367.121(1)(d).

**RULE 4.0 REQUIREMENT FOR PAYMENT OF CONTRIBUTION IN AID OF CONSTRUCTION**

The Service Company requires the payment of contributions in aid of construction in two forms: (i) in the case of all Customers, by cash payments for service availability charges at the time of application for service or, (ii) in the case of the Developer, through transfer of water transmission and distribution facilities and sewage collection facilities, and appurtenances to both such facilities.

**RULE 5.0 ON-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION)**

On-site facilities refers to:

- a. That portion of the water distribution or wastewater collection system located within the various phases of property to be developed within the Golden Ocala project, to which service is to be extended.
- b. That portion of the water distribution or wastewater collection system located within property located outside the Golden Ocala project, or commercial properties within the Service Area, to which service is or may be extended.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.2)**

**RULE 6.0      ACCEPTANCE OF FACILITIES**

Upon fulfillment of the conditions contained herein, the Service Company will accept the existing on-site facilities from the Developer. In the alternative or in combination therewith, the Service Company may permit or require the Developer to install additional on-site facilities as designed by the Developer's engineer, such engineering, installation and construction to be subject to the approval of the Service Company. The Developer shall be responsible for all liens and encumbrances on the existing on-site facilities and will transfer ownership and control of all existing on-site facilities to the Service Company free and clear of any impediment to the unhindered use and operation of such facilities by the Service Company. All transfers of on-site facilities shall be in form reasonably satisfactory to the Service Company's attorney and shall be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances. All expenses of any nature related to the on-site facilities, including but not limited to, fees for permits and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering shall be paid by the Developer or Customer, unless otherwise indicated herein.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.3)**

**RULE 7.0      CONSTRUCTION OF OVERSIZED FACILITIES**

The Service Company may install or may require the installation of oversized lines or facilities to provide service to other properties in accordance with the master plan of the Service Company.

**RULE 8.0      OFF-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION)**

**Off-site facilities refers to:**

a.      The water transmission mains and facilities or the wastewater collection mains and facilities necessary to extend service from the Service Company's existing facilities to the various phases of property to be developed within the Golden Ocala project.

b.      The water transmission mains and facilities or the wastewater collection mains and facilities necessary to extend service from the Service Company's existing facilities to property located outside the Golden Ocala project or to commercial property within the Golden Ocala project.

**RULE 9.0      WATER AND SEWER PLANT CAPACITY CHARGE (CONTRIBUTIONS IN AID OF CONSTRUCTION)**

The Service Company requires that all Customers pay a pro rata share of the cost of the Service Company's water system and sewer system including the cost of water treatment plant facilities and sewer treatment plant facilities, whether or not the facilities have been constructed or may be constructed. Such charges to be paid by Customers pursuant to this policy are calculated based upon the estimated demand of the Customer's proposed installations and improvements upon the transmission and treatment facilities of the Service Company and are set forth on Exhibit "A" attached hereto and made a part hereof. In addition, Customers are required to pay the Service

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.4)**

**Company's meter installation charge as set forth on Exhibit "A."**

**RULE 10.0 WATER AND SEWER DEMAND (GALLONS PER DAY)**

**Water plant capacity charges and sewer plant capacity charges for each equivalent residential connection ("ERC") shall be based upon estimated daily demand of 250 gallons for water and 200 gallons for wastewater. In the case of all other classifications, determination of water and sewer plant capacity charges will be based upon the use characteristic defined by generally accepted engineering data reasonably selected by the Service Company.**

**RULE 11.0 DEVELOPER AGREEMENTS**

**Except whenever the situation otherwise dictates or the Commission rules require, the Service Company will prepare, and the Developer and the Service Company shall execute, a Developer Agreement which shall be consistent with the provisions of this Service Availability Policy and in conformity with the rules promulgated and revised from time to time by the Commission. The Service Company shall require that the Developer, in addition to the fees and charges set forth herein, bear the cost of preparation of said Developer Agreement by the Service Company's counsel and the reasonable administrative costs incurred by the Service Company in negotiating, preparing and executing said Developer Agreement. Said charges shall not exceed the amount reasonably incurred for such services.**

**RULE 12.0 WATER AND SEWER CAPACITY ALLOCATIONS**

**If requested, upon payment by the Developer and proper execution of a Developer Agreement for Service Availability pursuant to these rules, the Service Company will**

**ALLAN FEKER \_\_\_\_\_  
ISSUING OFFICER**

**Chief Executive Officer \_\_\_\_\_  
TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.5)**

reserve and will allocate to the Developer all or a portion of the entire water plant and sewer plant capacity as set forth in the Developer Agreement.

**RULE 13.0 ACTION BY GOVERNMENTAL AUTHORITIES OR CURTAILMENT FROM OTHER CAUSES**

Requirements by appropriate governmental authorities to limit or curtail utility services, such as governmental moratoriums or other causes beyond the Service Company's sole control, may restrict the use of utility services or curtailment of excess water and/or sewer service use as set forth in this Policy. All Customers who obtain a reservation for service or the service itself take such subject to notice of this limitation.

**RULE 14.0 TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE**

The Service Company reserves the right to construct all facilities for providing water and/or sewer service to the point of connection with the Customer's lines and facilities ("point of connection"). If the Service Company determines that it will accept such facilities constructed by others, whether on-site or off-site facilities, the following rules will apply:

- a. The Developer and each Customer who has constructed portions of a water transmission and distribution system and/or sewage collection system shall convey such component parts of the system to the Service Company by bill of sale, in form satisfactory to the Service Company's attorney, together with such evidence as may be reasonably requested by the Service Company that the water and/or sewer system(s) proposed to be transferred to the Service Company are free of all liens and encumbrances.

**ALLAN FEKER**  
**ISSUING OFFICER**

**Chief Executive Officer**  
**TITLE**

**NAME OF COMPANY: GOLDEN OCALA UTILITIES, INC.**

**WASTEWATER TARIFF**

**(Continued from Sheet No. 22.6)**

b. Any facilities on the Developer's or the Customer's side of the connection point shall not be transferred to the Service Company and shall remain the property of the Developer or the individual Customer, their successors or assigns.

c. The Service Company shall not be required to accept title to any component part of the water or sewage system until the Service Company's engineer has approved the construction of said lines, accepted the tests which determine that such construction is in accordance with the criteria established by the Service Company, and thereafter evidenced its acceptance of such lines for the Service Company's ownership, operation, and maintenance. The Developer and/or a Customer shall indemnify and hold the Service Company harmless from any replacements or repairs required to be made to contributed facilities for one (1) year from the date of conveyance to the Service Company.

d. The Developer and/or Customer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by the Developer and/or Customer. Such cost information shall be furnished to the Service Company concurrently with the bill of sale, and such cost information shall be a prerequisite for the acceptance by the Service Company of the portion of the water and/or sewage system constructed by the contributor.

e. The Service Company reserves the right to refuse connection and to deny the commencement of service to any Customer seeking to be connected to portions of the water and/or sewage system until such time as the provisions of this section have been fully met.

**ALLAN FEKER**  
ISSUING OFFICER

**Chief Executive Officer**  
TITLE



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**f. With respect to a development which constitutes a "single unit", such as a shopping center or an apartment complex, the Service Company's obligation for service and maintenance of contributed lines and facilities located wholly within such developments and not in public rights of way, shall extend solely to repair and/or replacement of the lines or facilities, and the Service Company will not be liable in any manner for damages, replacement or repairs to surface areas. The Service Company shall exercise its best efforts to restore the area upon which work was performed to the condition of said area prior to such work by the Service Company.**

**RULE 15.0 EASEMENTS AND RIGHTS-OF-WAY.**

**As a prerequisite to the construction of any water transmission and distribution system or sewage collection system proposed to be connected to the facilities of the Service Company, Customers shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of proposed facilities. Easements shall contain that amount of land required to provide ingress and egress to the Service Company property together with a sufficient right in land needed by the Service Company to install, maintain, remove, repair and replace facilities of the Service Company. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to the Service Company's attorney. Such conveyances shall be made without cost to the Service Company.**

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**(Continued from Sheet No. 22.8)**

**RULE 16.0 PLAN REVIEW AND INSPECTION FEES**

**Any engineering plans or designs for, or construction of facilities by the Developer and/or Customer which are to become a part of the water and/or sewer system will be subject to review and inspection by the Service Company in the Service Company's sole discretion. For this service, the Service Company may charge an inspection fee based upon the actual cost to the Service Company of the inspection of Developer's and/or Customer's plans and specifications as well as inspection of the facilities constructed for connection with the facilities of the Service Company, and administrative and legal costs incurred in connection therewith. Such inspection fees shall be paid by the Developer and/or the Customer in addition to all other charges stated above as a condition precedent to service.**

**RULE 17.0 APPROVAL OF CONTRACTORS**

**The Service Company shall have the right to approve any independent contractors retained by the Developer and/or Customers with regard to the competency of the independent contractor to perform such work. Such approval shall not be unreasonably withheld by the Service Company.**

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**(Continued from Sheet No. 22.9)**

**RULE 18.0     INSPECTION OF HOOK-UPS**

**It shall be the responsibility of the Customer or its independent contractor to connect Customer's installation with the water and/or sewer system. The Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Service Company's rules governing such connections, and that the connection, as made, is free from infiltration. The Customer shall notify the Service Company of any proposed connection with the facilities of the Service Company, and such connection may be made without the presence of the Service Company's inspector; however, such connection shall remain open until inspection by the Service Company and until notice of the approval of such connection is furnished to the Customer in accordance with the practices and procedures of the Service Company. Any connection covered without the benefit of inspection will result in the Customer being required to reopen the connection for subsequent inspection. If the Service Company fails to inspect the connection within forty-eight (48) hours after notice that the same is ready to inspect, the connection shall be deemed approved by the Service Company. The Service Company may charge the Customer an inspection fee based upon the actual cost to the Service Company of the inspection of the facilities and administrative and legal costs incurred in connection therewith.**

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**RULE 19.0     ASSIGNMENT OF CAPACITY BY DEVELOPER**

The Developer may assign in whole or in part, pursuant to its Developer Agreement with the Service Company, its capacity allotment provided that any assignee assumes all of the Developer's obligations under the Developer Agreement and the Developer first obtains consent to the assignment from the Service Company. The Service Company will not unreasonably withhold consent to any assignment if with respect to a sale of the Developer's property or if such assignment is within ten (10) years of the date of the execution of the Developer Agreement. In the event of such an assignment, either the Developer or its assignee shall pay all of the Service Company's legal and administrative costs reasonably incurred in connection with such assignment. Except as provided pursuant to any refundable advance agreement, the Service Company shall be under no obligation whatsoever to refund to the Developer any contributions in aid of construction, whether payable in cash or in the form of contributed property.

**RULE 20.0     DESIGN AND CONSTRUCTION**

If any on-site or off-site water transmission and distribution or sewer collection systems are constructed by the Developer, the Service Company shall establish specifications based upon sound engineering and public utility practices conforming to the Service Company's master plan for its water and/or sewer system, and the Developer shall, not less than thirty (30) days prior to commencing construction, furnish the Service Company with a complete copy of all plans and specifications of the proposed transmission and distribution or collection system. The Service Company shall have

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**(Continued from Sheet No. 22.11)**

twenty (20) days in which to determine the acceptability of the plans and specifications furnished to it by the Developer. If the Service Company shall object to the plans and specifications or any part thereof, the Developer shall defer the commencement of construction pending the resolution of the Service Company's objections.

**RULE 21.0 REFUNDABLE ADVANCES**

The Service Company may require, in addition to the charges set forth herein, a refundable advance by a Customer to temporarily defray the cost of any extension of water or sewer mains, pumping stations, and other facilities necessary to connect the Customer's property with the then proper point of connection with the Service Company's existing water and/or sewer facilities, in excess of the size needed to provide service to the subject property. The Customer may be required to advance to the Service Company additional main extension charges or contribute facilities based upon the anticipated hydraulic load requirements of other undeveloped properties in order that such facilities may be constructed to serve the Customer's property and to be in accordance with the Service Company's master plan for service. Charges paid by the Customer over and above the Customer's share or Customer's share as determined by such other method established by the Service Company reasonably related to the cost of providing service to the Customer shall be refunded to the Customer in accordance with the terms and conditions of a refunding agreement which the Service Company will negotiate with the Customer and which shall be set forth in a written agreement between the Service Company and Customer. The refund agreement will provide for a plan of refund based upon connection of other properties

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to such facilities determined in accordance with the extent of the Customer's hydraulic share with the shares of other properties served by such facilities. In no event shall Customer recover an amount greater than the difference between the capitalized cost of such improvements and the Customer's own share of such improvement as described above. The Service Company may in its sole discretion, exclude any interest upon the refund of the Customer's advance. The Service Company will make refunds to Customers entitled to refund advances on a pro rata basis as others tie into the utility system and pay off such charges to the Service Company. In no event shall the Service Company be required to refund more funds to Customers than the Service Company has collected from others. Refunds made by the Service Company to Customers shall be made not less frequently than semi-annually.

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(Continued from Sheet No. 22.13)

EXHIBIT "A"

Golden Ocala Utilities, Inc.  
Schedule of Plant Capacity Charges

1.	<u>Water</u>		
	Residential per ERC (250 gpd)		\$300
	General service:		
	Per gallon of daily demand		\$1.20
	Minimum charge per ERC		\$300
	Meter and installation charges:		
	5/8" x 3/4"		\$105
	1" and larger		Actual Cost
2.	<u>Sewer</u>		
	Residential per ERC (200 gpd)		\$1,300
	General service:		
	Per gallon of daily demand		\$6.50
	Minimum charge per ERC		\$1,300

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