

**APPLICATION FOR ORIGINAL CERTIFICATE  
FOR A UTILITY IN EXISTENCE AND CHARGING RATES**

(Pursuant to Section 367.045, Florida Statutes)

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

961321-W3

The undersigned hereby makes application for original certificate(s) to operate a water X and/or wastewater X utility in CLAY County, Florida, and submits the following information:

**PART I APPLICANT INFORMATION**

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

POINT WATER AND SEWER, INC.  
Name of utility

( 904 ) 269-1825 ( ) None  
Phone No. Fax No.

4753 Raggedy Pt. Rd.  
Office street address

Orange Park, Florida 32073  
City State Zip Code

Same  
Mailing address if different from street address

None  
Internet address if applicable

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

JOHN S. YONGE ( ) 904-269-1825  
Name Phone No.

4753 Raggedy Pt. Rd.  
Street address

ORANGE PARK, FL 32073  
City State Zip Code

PSC/WAW 16 (Rev. 8/95)

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.

MAIL ROOM  
NOV 3 4 1996  
DOCUMENT NUMBER-DATE  
11801 NOV-4 96  
FPSC-RECORDS/REPORTING

- C) Indicate the organizational character of the applicant:  
(circle one)

Corporation          Partnership          Sole Proprietorship

Other \_\_\_\_\_  
(Specify)

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

JOHN YONGE - President

\_\_\_\_\_

\_\_\_\_\_

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

Not applicable.

\_\_\_\_\_

\_\_\_\_\_

**PART II      SYSTEM INFORMATION**

**A)      WATER**

- (1) Exhibit A-1 - A statement describing the proposed types(s) of water service to be provided (i.e., potable, non-potable or both).
- (2) Exhibit A-2 - A schedule showing the number of customers currently being served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (3) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by the DEP to issue permits: Most recent:  
ID. No. 3110P00304  
Permit No. D010-221312  
Issued: April 29, 1993  
Permitee: Point Property Owner's Assn.  
County: Clay          2

- (4) Indicate when the water utility system was established.

1980

- (5) Exhibit A-3 - Evidence that the utility owns the land where the water facilities are 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.

B) **WASTEWATER**

- (1) Exhibit A-2 - A schedule showing the number of customers by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (2) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

See answer to A(3) above.

- (3) Indicate when the wastewater utility system was established.

1980

- (4) Exhibit A-3 - Evidence that the utility owns the land where the wastewater facilities are 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.

**PART III FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit B-1 - A statement regarding the financial and technical ability of the applicant to continue to provide service.
- B) Exhibit B-2 - A statement explaining how and why the applicant began providing water and/or wastewater service prior to obtaining a PSC certificate.

**PART IV RATES AND TARIFFS**

- A) Exhibit C-1 - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit C-2 - 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 V TERRITORY DESCRIPTION AND MAPS**

**A) TERRITORY DESCRIPTION**

Exhibit D-1 - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility is currently serving. If the water and wastewater service territories are different, provide separate descriptions.

Exhibit Not applicable If the applicant is requesting territory not serviced at the time of the application provide the following:

- (1) A statement showing the need for service in the proposed area.
- (2) A statement that, to the best of the applicant's knowledge, the provision of service in this territory 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. Or, if not consistent, a statement demonstrating why granting the territory would be in the public interest.

**B) TERRITORY MAPS**

Exhibit E - 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 metes 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 F - One copy of detailed map(s) showing existing lines, facilities and the territory being served. Additionally, any requested territory not served at the time of application shall be specifically identified. 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 VI NOTICE OF ACTUAL APPLICATION**

A) Exhibit G - 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; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. **THIS MAY BE A LATE-FILED EXHIBIT**

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

**PART VII FILING FEE**

Indicate the filing fee enclosed with the application:

\$750.00 (for water) and/or \$ 750.00 (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.

**EXHIBIT A-1**  
**A STATEMENT DESCRIBING THE PROPOSED TYPE OF**  
**WATER SERVICE TO BE PROVIDED**

The utility services to be provided include potable water and wastewater. PWS would be defined as a Class C utility.

**EXHIBIT A-2**  
**SCHEDULE SHOWING THE NUMBER OF CUSTOMERS CURRENTLY BEING**  
**SERVED BY CLASS AND METER SIZE, AS WELL AS NUMBER OF CUSTOMERS**  
**PROJECTED TO BE SERVED WHEN THE REQUESTED SERVICE**  
**TERRITORY IS FULLY OCCUPIED**

Point Water and Sewer, Inc. (hereinafter referred to as "PWS") presently serves the Point Property Owner's Association (hereinafter referred to as the "PPOA"), who in turn invoices each of the 19 constructed units for 1/19th of the monthly billing. In addition, PWS serves an adjacent marina, Whitney's Marina, via a 2" inch valve. There are no individual meters used to measure the water usage.

The PPOA operated the facility at its own expense for the period of on or about 1988 until on or about March 1, 1995. PWS began operations on March 1, 1996 and began charging the PPOA \$3,000.00 per month and Whitney's Marina \$300.00 per month.

Theoretically, the number of customers projected to be served when the requested service territories are fully occupied would be unknown, but the Point Property contains at present a total of 34 building sites of which 19 are built upon. The adjacent marina may be enlarged. If enlargement occurs, then additional water service may be required. The marina's use of wastewater is minimal and therefore no material change is anticipated.

**EXHIBIT A-3**  
**EVIDENCE THAT THE UTILITY OWNS LAND WHERE**  
**THE WATER FACILITIES ARE LOCATED**

According to a title search done by Associated Land Title Group, Inc. for the PPOA on February 18, 1994, a copy of which is attached, the subject facility is on three parcels of land. Part of the facility is on Parcel A, which is reported to be owned by NOH, Inc., IGR, Inc., HGF, Inc., NLM, Inc., CNK, Inc., and QNK, Inc., which under information and belief have been merged into IGR, Inc.

Parcel B belongs to the PPOA and Parcel C, according to the report, belongs to Phillip D. Yonge and Karen E. Carr. PWS believes that Karen Carr's interest may be owned by James Yonge. In addition, utility easements were previously granted to allow the presence of the equipment on the three parcels. Please see the Report and diagram attached hereto and incorporated herein by reference.

Parcel C is subject to a long term (99 years) lease in favor of Whitney Sail Center, Inc.



# ASSOCIATED LAND TITLE GROUP, INC.

815 PALMETTO AVENUE  
GREEN COVE SPRINGS, FLORIDA 32043  
[904] 284-3011  
[904] 284-8184 FAX

February 18, 1994

To: The Point Property Owners Association  
Attention: Lorie Easterling  
324 Scenic Point Lane  
Orange Park, FL 32073

RE: OWNERSHIP REPORT  
File No. 150-A10336

Pursuant to your request, the Company has caused a search to be made of the Public records of Clay County, Florida, solely as revealed by records maintained at the office of the Clerk of Circuit Court and/or Commonwealth Land Title Insurance Company from October 11, 1976 through December 23, 1993 at 4:30 P.M. and said search reveals the following:

The last deed of record purports to vest title in:

PARCEL A: NOH, Inc., IGR, Inc., HGF, Inc., NML, Inc., ZNK, Inc. and QNK, Inc. (Official Records Volume 749, page 222)

PARCEL B: The Point Property Owners Association, Inc. (Official Records Volume 749, page 220)

PARCEL C: Phillip D. Yonge (Official Records Volume 696, page 240) and Karen E. Carr (Official Records Volume 1392, page 115)

The land covered by this Report is:

SEE EXHIBIT "A" ATTACHED HERETO  
PARCELS A, B, AND C

The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record during the period searched:

NO SEARCH PERFORMED. THIS SECTION DELETED.

TAXES:

NO SEARCH PERFORMED. THIS SECTION OMITTED.

SAID SEARCH REVEALS:

Copies of the following documents were provided for information only and do not represent the complete chain of title:

Official Records Volume 393, page 75  
Official Records Volume 724, page 348  
Official Records Volume 749, page 222  
Official Records Volume 592, page 83  
Official Records Volume 749, page 220  
Official Records Volume 656, page 672  
Official Records Volume 1068, page 571  
Official Records Volume 1392, page 115  
Official Records Volume 696, page 240  
Official Records Volume 590, page 360  
Official Records Volume 628, page 415  
Official Records Volume 628, page 432  
Official Records Volume 628, page 455  
Official Records Volume 628, page 456  
Official Records Volume 634, page 135  
Official Records Volume 1172, page 750  
Official Records Volume 1422, page 799

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply an opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

ASSOCIATED LAND TITLE GROUP, INC.

By:   
Authorized Officer

2/18/94  
Date

EXHIBIT "A"

PARCEL "A": Parcel 34, THE POINT, being a subdivision of part of Lot 19, CREIGHTON FOREST, recorded in Plat Book 4, page 8, according to Declaration set forth in Official Records Volume 590, page 360, Amended in Official Records Volume 634, page 432.

PARCEL "B": That portion of the "Commons Area", THE POINT, being a Subdivision of part of Lot 19, CREIGHTON FOREST, recorded in Plat Book 4, page 8, according to Declaration set forth in Official Records Volume 590, page 360, Amended in Official Records Volume 634, page 432, which lies within those lands described in Official Records Volume 592, page 83.

PARCEL "C":

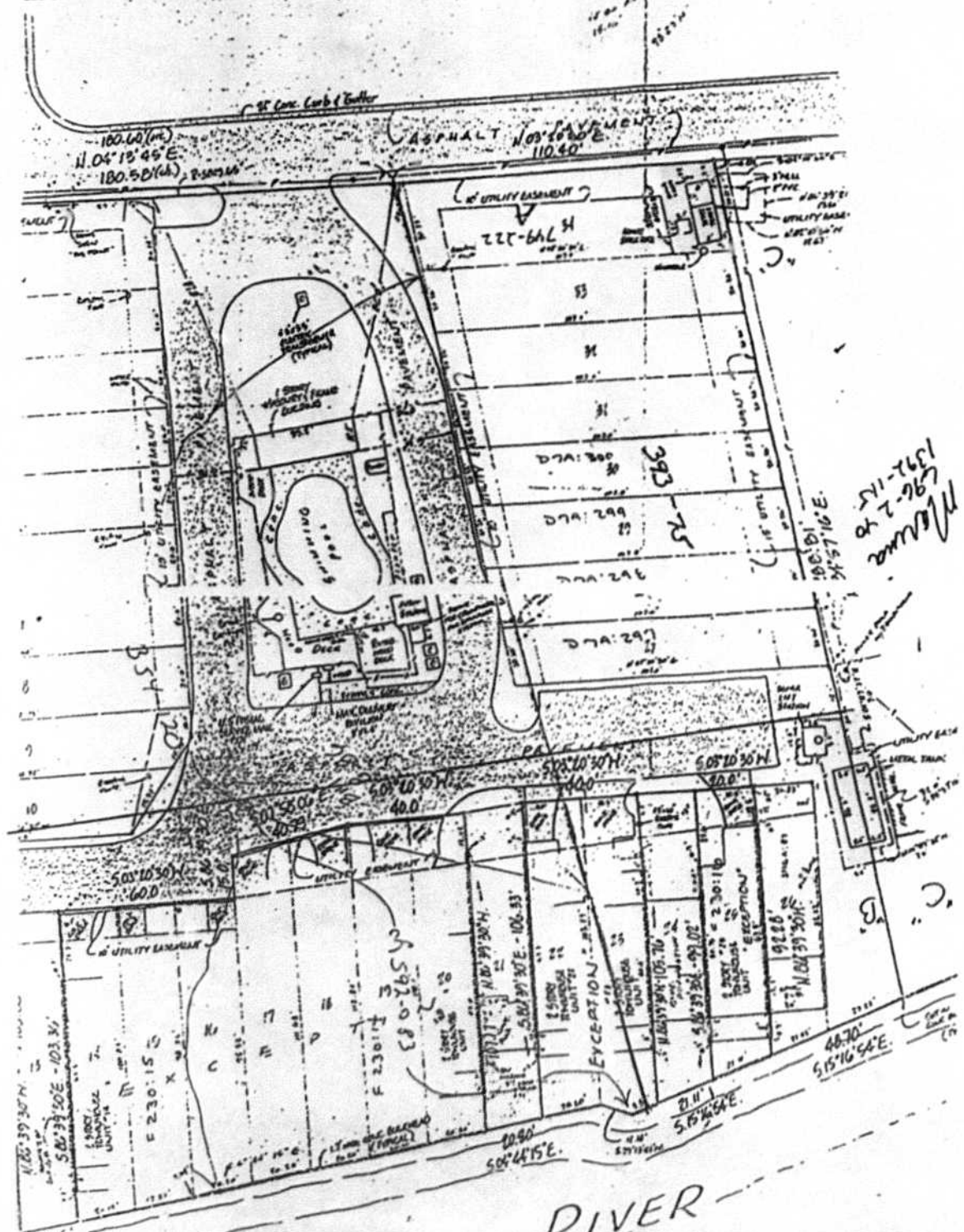
A portion of Lot 19, CREIGHTON FOREST, according to plat thereof recorded in Plat Book 4, page 8, public records of Clay County, Florida, and a portion of Section 44, Township 4 South, Range 26 East, Clay County, Florida, adjacent thereto (being a portion of the lands described in Official Records Book 393, page 75, public records of Clay County, Florida) and being more particularly described as follows:

For a point of beginning, begin at a permanent reference monument which is the Northwest corner of said Lot 19, CREIGHTON FOREST, according to Plat Book 4, page 8, public records of Clay County, Florida, and referred to in Official Records Book 152, page 527 of said public records; thence run South 3 degrees 20 minutes 30 seconds West along the Easterly right of way line of U.S. Highway No. 17, 219 feet; thence run North 84 degrees 57 minutes 16 seconds East, 286 feet, more or less, to the waters of the St. Johns River and to the Easterly line of the real property conveyed by the State of Florida Board of Trustees of the Internal Improvement Trust Fund as recorded in Official Records Book 258, page 328, public records of Clay County, Florida, thence on said Easterly line run North 16 degrees 35 minutes 18 seconds West, 378 feet to the end of said Easterly line; thence run North 45 degrees 20 minutes 44 seconds West, 109.8 feet along the Northeasterly line of said real property described in Official Records Book 258, page 328; thence South 5 degrees 9 minutes 22 seconds West, 242 feet; thence South 89 degrees 58 minutes 52 seconds West, 14 feet; thence South 00 degrees 16 minutes 43 seconds East, 27 feet, more or less, to the Northeast line of said Lot 19; thence Northwesterly 80 feet, more or less, to a point which bears North 03 degrees 20 minutes 30 seconds East, 47 feet, more or less, from the point of beginning; thence South 03 degrees 20 minutes 30 seconds West 47 feet, more or less, to the Point of Beginning.

"THE MARINA"

# U.S. HIGHWAY No. 17

Original Plat Loc  
New Line of Plat 1928 P.C. 1928



*Handwritten notes:*  
1391-725  
1396-240  
M. Blum

# JOHNS RIVER

NOTE: LANDSLIDING HOLE NOT LOCATED  
ELEVATIONS ARE INDICATED  
ON THIS PLAT. PROPERTY LINES AS  
SHOWN ARE NOT TO BE CONSIDERED AS

**EXHIBIT B-1**  
**STATEMENT REGARDING THE FINANCIAL AND TECHNICAL ABILITY**  
**OF THE APPLICANT TO CONTINUE TO PROVIDE SERVICE**

Historically, because of the small size of this facility, outside operators have been utilized for the servicing of the facility. Currently, Coastal Utility Service and Edward McCormick are the principal providers of technical services. The DEP has conducted numerous inspections of the system since PWS began operations on March 1, 1995 and the system has always passed these inspections. Assuming that the PPOA pays for monthly service, PWS will have the financial ability to continue to provide service. At present, the PPOA has an outstanding obligation to PWS in excess of \$57,000.00, which would serve as the operating capital.

**EXHIBIT B - 2**  
**A STATEMENT EXPLAINING HOW AND WHY THE APPLICANT BEGAN PROVIDING**  
**WATER AND/OR WASTE WATER SERVICE PRIOR TO OBTAINING**  
**A PSC CERTIFICATE**

The facility began operation in 1980 when the property was first developed. Since that period of time, the facility has provided water and sewer system services to the townhomes at the Point, as well as to the marina next door. On February 17, 1987, a written agreement was entered into, whereby, the PPOA agreed to pay all expenses relating to the operation of the subject facility. A true and correct copy of the February 27, 1988 Agreement is attached hereto as Exhibit B-2-A and incorporated herein by reference.

On or about 1988, the PPOA expressed its desire to operate the facility on its own inasmuch it could control costs and use voluntary labor since it was ultimately responsible for all costs. The PPOA began operating the facility in 1988 and operated the facility until March 1, 1995.

On or about 1992, during the period of time the PPOA was operating the facility, the facility was cited for violating federal environmental laws with regard to the discharge of chlorine into the St. John's River. The EPA subsequently filed an action to assess a penalty. Thereupon, the PPOA took the position that on or about March 1, 1995, that it would no longer operate the facility. It therefore requested NOH, Inc., who held the EPA permit, to begin operating the plant. NOH, Inc., which

had subsequently been merged into IGR, Inc., assigned that responsibility to PWS, which began operations on March 1, 1995. At all times, during the past sixteen years, including the operations during the PPOA period of operations, the parties were under the apparent understanding that the subject facility was exempt from regulation by the PSC.

On or about July 22, 1996, the PSC issued a letter opinion that the facility was not exempt under the small facility exemption.

EXHIBIT B-2-A  
SECOND AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND PROVISIONS FOR PARTY WALL  
OF THE POINT

The Second Amendment to Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Provisions for Party Wall of The Point is made of this 27<sup>TH</sup> day of FEBRUARY, 1988, by James E. Yonge (as successor to the Declarant PDY Inc., a Florida Corporation individually and as Trustee under Agreement dated September 15, 1975, herein referred to as "JEY," The Point Property Owners Association, Inc., a nonprofit Florida corporation, herein referred to as the "Association," and the following lenders:

1. Duval Federal Savings and Loan Association
2. First Federal Savings and Loan Association of Jacksonville
3. First Union National Bank of Florida as successor to Atlantic National Bank of Florida
4. Barnett Bank of Jacksonville, N.A.
5. Community Saving Bank, as assignee of Tucker Brothers Inc.
6. Citicorp Savings of Florida
7. Southeast Bank, N.A.

herein referred to as "lenders."

This "subject property" shall mean and refer to that certain real property described as follows:

See Exhibit "A" attached hereto and made a part hereof

## WITNESSETH:

Whereas, the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Provisions for a Party Wall of the Point," hereinafter referred to as the "Declaration," being recorded in Official Records Volume 628, Page 432, public records, Clay County, Florida, on July 7, 1981; and

WHEREAS, in Article XIII of the said Declaration, Declarant and JEY granted to the Declarant its successors and assigns the exclusive and perpetual responsibility and right to provide water and sewer service for all users within the Townhouses and other improvements constructed on the subject property; and

WHEREAS, it has been determined and agreed that the benchmark used in said Article XIII for the rate to be charged to the Owners of the respective Units and the Association for water and sewer service is disproportionate to the costs incurred; and

WHEREAS, JEY, and the Association now desire to amend the provision of the Declaration to correct the inequities in the rates charged; and

WHEREAS, JEY and the Association have full authority to amend because more than two-thirds of the membership of the Association has given their written consent, attached hereto, to said amendment as required under Article XIV Section 4 of said Declaration, and



WHEREAS, all lenders have given their written consent, attached hereto, to said amendment, as required under Article XIV Section 4 of said Declaration, and

NOW THEREFORE, in consideration of the premises, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, JEY, the Association, and the Mortgagees hereby enter into this Second Amendment to the Declaration as follows:

1. Article XIII, Section 2, shall be and is hereby deleted and henceforth shall read as follows:

The Owners of the respective Units through and with the Association shall pay for such water and sewer service. The amount paid shall be the equivalent of all of the operating, supply, maintenance, utility, testing, analysis, replacements, modifications and regulatory costs necessary for the proper and efficient operation of the water and sewer plants in compliance with all federal, state and local regulations.

This Amendment to the Declaration shall become effective upon the date and year first above written.

This Amendment and the signature pages annexed hereto, may be executed in one or more counterparts, which, when taken together, shall constitute but one and the same amendment.

This Amendment shall be binding upon and inure to the benefit of the successors and assigns of each and all of the parties hereto.

Except as amended hereby, the Declaration shall remain in full force and effect as written.

IN WITNESS WHEREOF, the undersigned have executed  
this Amendment as of the date hereof.

DATE: FEBRUARY 27, 1988

The Point Property Owners  
Association Inc.

By:

Kathy Matthews Glenn  
Witness

[Signature]  
Steven C. Glenn, President

Virginia H. Finnigan  
Witness

Kathy Matthews Glenn  
Witness

[Signature]  
James B. Finnigan, Vice President

Virginia H. Finnigan  
Witness

Kathy Matthews Glenn  
Witness

[Signature]  
Robert R. Cowie, Secretary

Virginia H. Finnigan  
Witness

James E. Yonge

[Signature]  
Witness

[Signature]  
James E. Yonge, Successor  
to the Declarant and as Trustee

Melinda Miller  
Witness

STATE OF FLORIDA  
COUNTY OF CLAY

I HEREBY ACKNOWLEDGE that on this day before me, personally appeared Steven C. Glenn, James B. Finnigan and Robert R. Cowie, Officers of The Point Property Owner's Association Inc., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said Association.

WITNESS my hand and seal this 27<sup>TH</sup> day of FEBRUARY, 1988.

*David King*

Notary Public, State of Florida  
My Commission Expires:

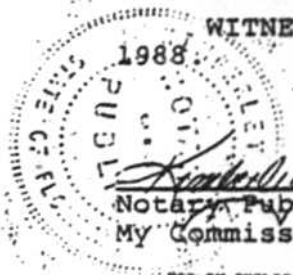
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires April 22, 1990  
Bonded thru Pullman - Echt Agency



STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY ACKNOWLEDGE that on this day before me, personally appeared James E. Yonge, Successor to the Declarant, and as Trustee, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said Association.

WITNESS my hand and seal this 7<sup>TH</sup> day of MARCH, 1988.



*Kimberly Louise*  
Notary Public, State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP SEPT 30, 1989  
BONDED THRU GENERAL INS. UNO.

## EXHIBIT A

A portion of Lot 19, Creighton Forest, according to map recorded in Plat Book 4, Page 8, of the Public Records of Clay County, Florida, being more particularly described as follows:

Commence at the Southwesterly corner of said Lot 19; thence along the Southerly line thereof, South  $83^{\circ} 28' 30''$  East, 67.0 feet to the Easterly right-of-way line of U.S. Highway No. 17; (as now established) also being the Point of Beginning; thence in a Northerly direction along said Easterly right-of-way line, and along the arc of a curve concave Westerly and having a radius of 5,829.65 feet, to the point of tangency of said curve, said curve being subtended by a chord bearing and distance of North  $04^{\circ} 13' 45''$  East, 180.58 feet; thence continue along said Easterly right-of-way line of U.S. Highway No. 17 (as now established) North  $03^{\circ} 20' 30''$  East, 110.40 feet to the Southerly line of those lands described and recorded in Official Records Book 489, Page 294, of said Public Records; thence North  $84^{\circ} 57' 16''$  East, along last said line, 288.81 feet, to the Easterly edge of a concrete bulkhead; thence along the Easterly edge of said concrete bulkhead run the following (4) courses and distances: (1) South  $15^{\circ} 16' 54''$  East, 100.46 feet; (2) South  $29^{\circ} 13' 43''$  West, 12.18 feet; (3) South  $04^{\circ} 44' 15''$  East, 144.24 feet; (4) South  $03^{\circ} 35' 46''$  East, 101.08 feet; thence North  $86^{\circ} 24' 14''$  East, 1.0 feet, to the Easterly edge of a wooden bulkhead; thence along the Easterly edge of said wooden bulkhead, South  $01^{\circ} 04' 39''$  East, 3.30 feet, to the intersection with the Southerly line of said Lot 19; thence North  $83^{\circ} 28' 30''$  West, along last said line, 349.45 feet, to the Point of Beginning.

**EXHIBIT C-1**  
**STATEMENT SPECIFYING ON WHAT DATE AND UNDER WHAT AUTHORITY**  
**THE CURRENT RATES AND CHARGES WERE ESTABLISHED**

The current rate and charges were established pursuant to a good faith estimate by PWS as to what it would cost to operate the facility. It was determined in March, 1995, that it would cost in excess of \$3,000.00 a month to operate the facility. Accordingly, it was determined on or about March 1, 1995 to charge the PPOA \$3,000.00 each month to operate the facility. The marina was charged \$300.00 a month for its limited water and sewage usage. A budget of actual and estimated monthly and annual expenses is attached hereto and incorporated by reference.

**EXHIBIT C-2**  
**THE ORIGINAL AND TWO COPIES OF WATER**  
**AND/OR WASTE WATER TARIFFS CONTAINING ALL RATES,**  
**CLASSIFICATIONS, CHARGES RULES AND REGULATIONS**

See attached.

**EXHIBIT C-1-A**  
**PWS BUDGET**

	<u>Monthly</u>	<u>Annual</u>
Income:		
Whitney's:	\$ 300.00	\$ 3,600.00
PPOA:	\$3,000.00	\$36,000.00
 Total Income:	 \$3,300.00	 \$39,600.00
Expenses:		
Accounting Fees	\$ 500.00	\$ 6,000.00
Administrative:	\$ 190.00	\$ 2,280.00
Attorney's Fees:	\$ 250.00	\$ 3,000.00
Bank Charges:	\$ 12.00	\$ 144.00
Chemicals, Tests, Etc.:	\$ 396.83	\$ 4,761.90
Depreciation (Facility):	\$ 416.66	\$ 5,000.00
Depreciation (Office Equipment):	\$ 21.66	\$ 260.00
Equipment Replacement:	\$1,111.11	\$13,333.33
Insurance:	\$ 333.33	\$ 4,000.00
Interest:	\$ 796.67	\$ 9,560.04
Maintenance and Repairs:	\$ 100.00	\$ 1,200.00
Management:	\$ 800.00	\$ 9,600.00
Organizational Fees:	\$ 41.66	\$ 500.00
Payroll Taxes:	\$ 66.66	\$ 800.00
Property Taxes:	\$ 111.34	\$ 1,336.10
PSC Application Fee:	\$ 125.00	\$ 1,500.00
Regulatory Assessment Fees:	\$ 148.50	\$ 1,782.00
Rent (Office):	\$ 265.00	\$ 3,180.00
Service Tech:	\$ 550.00	\$ 6,600.00
Telephone:	\$ 70.00	\$ 840.00
<hr/>		
TOTAL EXPENSES:	\$6,509.53	\$78,114.36
<hr/>		
Net Income:	(\$3,209.53)	(\$38,514.36)
Profit Percentage:	Negative	Negative

**EXHIBITS C-1-B**  
**NOTES TO PWS 1996 BUDGET**

**Accounting Fees:** PWS will be required to compensate an accountant to prepare financial statements, tax returns, both quarterly and annually and for monthly statements and bank reconciliations.

**Administrative Charges:** These charges include the following: Auto expenses (\$25.00); copies (\$20.00); miscellaneous (\$25.00); computer services (\$25.00); computer services (\$25.00); fax and postage (\$25.00); secretarial (\$50.00); and supplies (\$20.00).

**Attorney's Fees:** It is anticipated that a small amount (\$1,000.00) of attorney's fees will be incurred on an annual basis for the processing of certain legal and regulatory paperwork. It is estimated that legal fees of \$10,000.00 will be necessary to process the PSC application as well as addressing permit issues with the DER and/or the EPA over the next twelve months. This amount is being amortized over sixty (60) months.

**Chemicals and Tests:** In order to properly maintain the system and comply with state and federal regulations, it is necessary to purchase chemicals and pay for tests. The amount determined, \$619.77 per month, represents an average of the past 19 months.

**Depreciation:** The cost basis of the equipment is \$100,000.00 and it has been depreciated on a straight line basis over a period of twenty-one (21) years. The office equipment includes a used copier, fax machine, telephone, desk and typewriter. Appraised value is \$1,300.00.

**Equipment Replacement:** Anticipated replacement cost for the equipment is \$200,000.00 with replacement occurring during the next fifteen (15) years. The system is presently at least 15 years old. No one, including the PPOA has funded a replacement fund, which needs to be done.

**Insurance:** It will be necessary to acquire liability, peril and flood insurance. Bowditch Insurance of Jacksonville has given us an estimate of \$4,000.00 per year based on the following premium amounts: \$1,000,000.00 coverage for liability; \$2,500.00 premium; \$500.00 for flood; and \$1,000.00 for perils. Because the PPOA has not made any payments since March, 1995, insurance has not been acquired as of this date, but will be necessary to protect the interests of all concerned.

**Interest:** PWS has agreed to pay IGR, Inc., the sum of \$100,000.00 for the subject water and wastewater treatment plant and all underground lines, fencing and other improvements. Interest on the loan is at the rate of 9.5% per annum.

**Maintenance of Repairs:** Historically, the facility has required minor equipment repairs.

**Management:** John Yonge, the President of PWS is paid \$800.00 per month. John handles all of the administrative chores and is available 24 hours a day to deal with any operational issues. His

**EXHIBIT D-1**

**AN ACCURATE DESCRIPTION USING TOWNSHIP, RANGE  
AND SECTION REFERENCES AS SPECIFIED IN RULE 25-30.030(2),  
OF THE TERRITORY OF THE UTILITIES ARE CURRENTLY SERVING.  
IF THE WATER AND WASTEWATER SERVICES TERRITORIES ARE DIFFERENT,  
PROVIDE SEPARATE DESCRIPTIONS**

County - Clay Lat/long: 30° 08" 48" N/81 0° 42-00" W

Section/Township/Range: 44/4S/26E



monthly salary is \$800.00 per month. He devotes no less than ten (10) hours per week to the operation of the facility.

Organizational Fees: This amount includes the cost of incorporating, minute book, minutes, etc. This is a one time amount which is being amortized over the first year.

Payroll Taxes: This amount includes FICA, federal unemployment and Florida unemployment taxes.

Property Taxes: The assessed ad valorem taxes for Clay County for 1995 was \$1,315.60. The taxes for 1996 is estimated to be between \$1,334.00 and \$1,359.00.

Regulatory Assessment Fees: This amount is calculated at 4.5% of the gross revenues.

Rent: PWS will be seeking to rent a small office space with a estimated monthly cost of \$265.00 per month, where the books and records will be kept.

Service Tech.: Ed McCormick and his company, Coastal Utility charges a monthly fee of \$550.00 for service. This charge is customary and reasonable in the community.

# THE POINT

A SUBDIVISION OF A PORTION OF LOT 19, CREIGHTON FOREST, ACCORDING TO MAP RECORDED IN PLAT BOOK 4, PAGE 8, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA.

FOR: PDY INC.  
SEPTEMBER 2, 1980

AMENDED: MAY 12, 1981  
AMENDED: JUNE 2, 1981 TO SHOW ADDITIONAL EASEMENTS

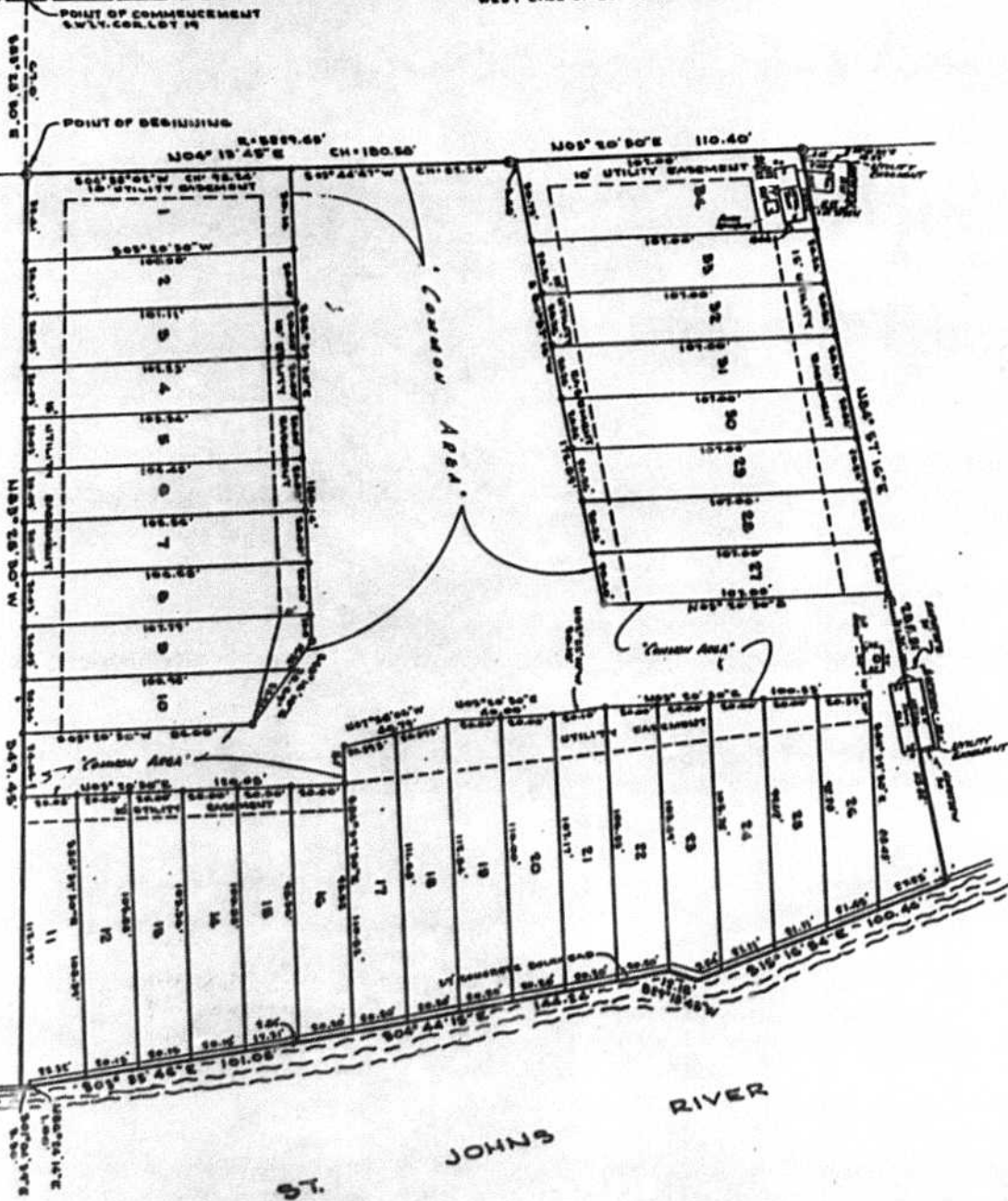
U. S. HIGHWAY No 17

FORMER RIGHT-OF-WAY LINE

WEST LINE OF LOT 19 AS PER R.D. 4 P.L. 8

POINT OF COMMENCEMENT  
S.W. 1/4 COR. LOT 19

POINT OF BEGINNING



**LEGEND**

- Denotes Iron Pins
- ⊙ Denotes Permanent Reference Monument
- Denotes Limits of Easements
- ~ Denotes Waters of St. Johns River



I HEREBY CERTIFY THAT THE LANDS AS SHOWN ON THIS MAP WERE SURVEYED UNDER MY DIRECT SUPERVISION AND THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SUBDIVIDED AND THAT ALL CORNERS AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH THE SURVEY.

*Richard M. Ard*  
REGISTERED LAND SURVEYOR - FLA. REG. NO. 2564

EXHIBIT D-1-A

**McGINN, ARD & ASSOCIATES, INC.**  
REGISTERED LAND SURVEYORS  
ORANGE PARK, FLORIDA

EXHIBIT E



**EXHIBIT F**  
**ONE COPY OF DETAILED MAPS SHOWING EXISTING LINES, ETC.**

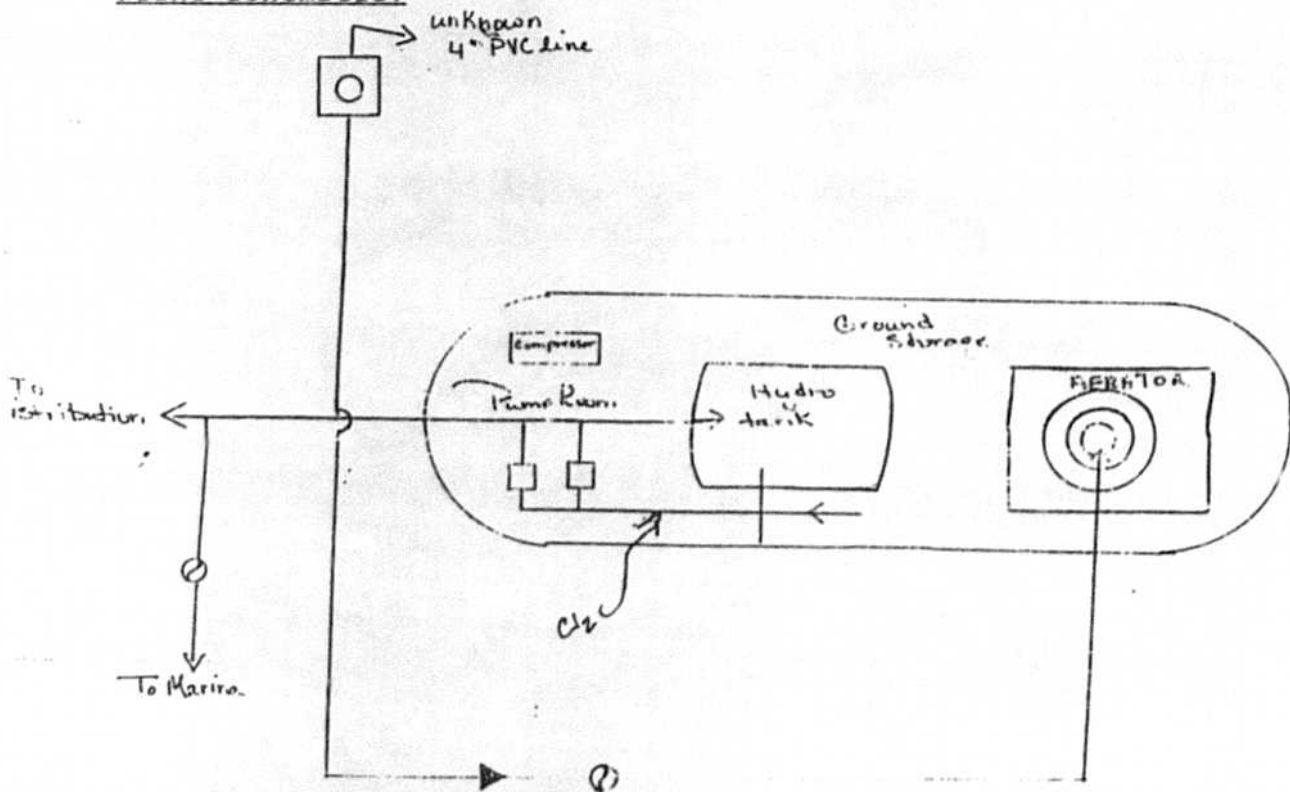
Not in existence to the knowledge of PWS.

Inspector's Signature: Thomas N. Newhall Date: 1-15-96

Title: Environmental Specialist II

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervisor (signature)

Plant Schematic:



**EXHIBIT G**  
**AFFIDAVIT THAT THE NOTICE OF APPLICATION WAS GIVEN**

**AFFIDAVIT OF JOHN YONGE**

PERSONALLY APPEARED BEFORE ME the undersigned officer, duly authorized to administer oaths, JOHN YONGE, President of Point Water and Sewer, Inc., who gives this Affidavit based upon his own personal knowledge and in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, hereby states that a copy of this Application and Exhibits were sent by regular mail to the following:

(1) The governing body of the municipality, county, or counties in which the system for the territory proposed to be served is located. See Exhibit G-1, which is attached hereto;

(2) The privately owned water and wastewater utilities that hold certificate granted by the Public Service Commission that are located within the county in which the utility or the territory proposed to be served is located. See Exhibit G-1, which is attached hereto;

(3) If any portion of the proposed territory is within one mile of the county boundary, the utility shall notice the privately owned utilities located in bordering counties and holding a certificate granted by the Commission:

Not applicable.

(4) The regional planning counsel council. See Exhibit G-1, which is attached hereto;

(5) The Office of Public Counsel. See Exhibit G-1, which is attached hereto;

(6) The Public Service Commission's Director of Records and Reporting. See Exhibit G-1, which is attached hereto;

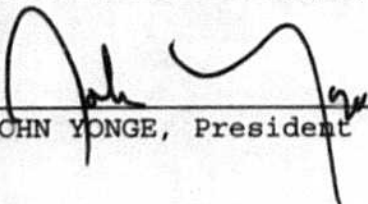
(7) The appropriate regional office of the Department of Environmental Protection. See Exhibit G-1, which is attached hereto;

(8) The appropriate water management districts. See Exhibit G-1, which is attached hereto.

Said above entities with the attached mailing list were sent copies of this Application on October \_\_\_\_\_, 1996.

FURTHER AFFIANT SAYETH NOT.

POINT WATER AND SEWER, INC.

  
\_\_\_\_\_  
JOHN YONGE, President

23rd The foregoing instrument was acknowledged before me this day of October, 1996, by JOHN YONGE, President of Point Water and Sewer, Inc., who is personally known to me and who did not take an oath.

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



OFFICIAL SEAL  
DEBORAH A. TERRY  
My Commission Expires  
Oct. 25, 1996  
Comm. No. CC 238272

**EXHIBIT G-1**  
**All Local Government Officials**

Clerk, Board of County Commissioners, Clay County  
P.O. Box 698  
Green Cove Springs, FL 32043-0698

Mayor, City of Green Cove Springs  
229 Walnut Street  
Green Cove Springs, FL 32043-3439      FAX: (904) 284-9105

Mayor, City of Keystone Heights  
P.O. Box 420  
Keystone Heights, FL 32656-0420      FAX: (904) 473-5101

Mayor, City of Orange Park  
2042 Park Avenue  
Orange Park, FL 32073-5522

Mayor, Town of Penney Farms  
P.O. Box 607  
Penney Farms, FL 32079-0607      Phone: (904) 529-9078

**List of Water and Wastewater Utilities in Clay County**

<u>Utility Name</u>	<u>Manager</u>
Duval Utility Company (WS0060) P.O. Box 23249 Jacksonville, FL 32241-3249	James E. McCormack (904) 260-7041
Southern States Utilities, Inc. (WU473) 1000 Color Place Apopka, FL 32703-7753	Brian P. Armstrong (407) 880-0058

**Governmental Agencies**

DEP Northeast District  
7825 Baymeadows Way, Suite 200B  
Jacksonville, FL 32256-7577

N.E. Florida Regional Planning Council  
8649 Baypine Road, Suite 110  
Jacksonville, FL 32216

St. Johns River Wtr. Management District  
P.O. Box 1429  
Palatka, FL 32178-1429

**State Officials**

State of Florida Public Counsel  
c/o The House of Representatives  
The Capitol  
Tallahassee, FL 32399-1300

Division of Records and Reporting  
Florida Public Service Commission  
2540 Sumard Oak Boulevard  
Tallahassee, FL 32399-0850

**EXHIBIT I**  
**AFFIDAVIT THAT NOTICE OF ACTUAL APPLICATION**  
**WAS PUBLISHED**

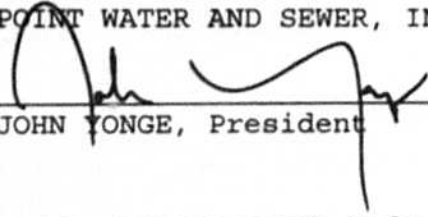
**AFFIDAVIT OF JOHN YONGE**

PERSONALLY APPEARED BEFORE ME the undersigned officer, duly authorized to administer oaths, JOHN YONGE, President of Point Water and Sewer, Inc., who deposes and says:


1. The actual Application was published once in a newspaper of general circulation and territory in accordance with Rule 25-30.030, Florida Administrative Code, to wit: Clay Today. A copy of the Proof of Publication is attached to this Affidavit and incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

POINT WATER AND SEWER, INC.

  
\_\_\_\_\_  
JOHN YONGE, President

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 1996, by JOHN YONGE, President of Point Water and Sewer, Inc., who is personally known to me and who did not take an oath.

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



OFFICIAL SEAL  
DEBORAH A. TERRY  
My Commission Expires  
Oct. 25, 1996  
Comm. No. CC 238272



**EXHIBIT H**  
**AFFIDAVIT THAT THE NOTICE OF ACTUAL APPLICATION WAS GIVEN**  
**TO EACH CUSTOMER**

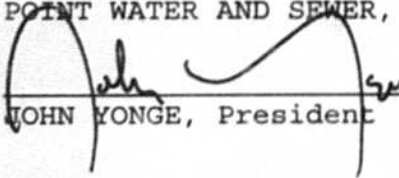
**AFFIDAVIT OF JOHN YONGE**

PERSONALLY APPEARED BEFORE ME the undersigned officer, duly authorized to administer oaths, JOHN YONGE, President of Point Water and Sewer, Inc., who gives this Affidavit based upon his own personal knowledge and in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, indicating that I have given notice of this application by regular mail to each customer of the system. A list of the names of the customers and their addresses are set forth below:

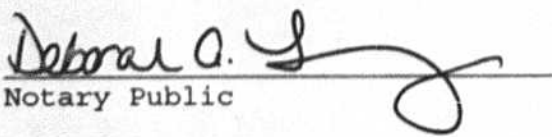
1. Whitney's Marina  
3027 Highway 17  
Orange Park, Florida 32073
  
2. Point Property Owner's Association  
301 Scenic Point Lane  
Orange Park, Florida 32073

FURTHER AFFIANT SAYETH NOT.

POINT WATER AND SEWER, INC.

  
\_\_\_\_\_  
JOHN YONGE, President

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 1996, by JOHN YONGE, President of Point Water and Sewer, Inc., who is personally known to me and who did not take an oath.

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



OFFICIAL SEAL  
DEBORAH A. TERRY  
My Commission Expires  
Oct. 25, 1996  
Comm. No. CC 238272

EXHIBIT I-1

APPLICATION FOR ORIGINAL CERTIFICATE  
(FOR UTILITY IN EXISTENCE AND CHARGING RATES)  
SECTION 367.045, FLORIDA STATUTES

LEGAL NOTICE

Notice is hereby given on 10/25/96, pursuant to Section 367.045, Florida Statutes, of the application of Point Water and Sewer, Inc. to operate a water and wastewater utility to provide service to the following described territory in Clay County, Florida as follows:

The Point Property Owner's Assn. (including 19 developed townhomes) located on Scenic Point Drive in Clay County, Florida and the adjoining property located at 3027 Hwy 17, Orange Park, Fla 32073 (Whitney's Marina). Both of these properties are located directly off of US 17 on the southeast side of the Doctors Inlet Bridge with the St Johns River on the western boundary.

Any objections to the said application must be made in writing within (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Sumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is:

POINT WATER AND SEWER, INC.  
4753 RAGGEDY POINT ROAD  
ORANGE PARK, FLORIDA 32073

POINT WATER AND SEWER, INC.

By:   
JOHN YONGE, PRESIDENT

LEGAL NO. _____
PUBLISHED _____
IN CLAY COUNTY'S <input type="checkbox"/>
CLAY TODAY NEWSPAPER
IN THE CLAY COUNTY <input type="checkbox"/>
CRESCENT

WATER TARIFF

POINT WATER AND SEWER, INC.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

POINT WATER AND SEWER, INC.

NAME OF COMPANY

4753 Raggedy Pt. Rd.

Orange Park, Florida

32073

(ADDRESS OF COMPANY)

904-269-1825

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

John S. Yonge

ISSUING OFFICER

President

TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.WATER TARIFF

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Index of Rates and Charge Schedules.....	11.0
General Service Rate Schedule.....	12.0
Residential Rate Schedule .....	13.0
Schedule of Customer Deposits .....	14.0
Meter Test Deposits .....	15.0
Miscellaneous Service Charges .....	16.0
Service Availability Schedule of Fees .....	17.0
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John S. Yonge  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - CLAY

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
---------------------	--------------------	----------------------	--------------------

Original Application.

(Continued to Sheet No. 3.1)

John S. Yonge  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

PWS provides water and sewage services to the Point Property Owners Association (hereinafter "PPOA"), which is composed of 19 townhomes, and Whitney's Marina. Both are located in Clay County, Florida. The service area is located just south of Doctors Inlet Bridge on the east side of U.S. 17 bordering the St. John's River.

John S. Yonge  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
Clay	Point Townhomes		

JOHN YONGE  
ISSUING OFFICER

President  
TITLE



NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

JOHN YONGE  
ISSUING OFFICER  
President

TITLE

NAME OF COMPANY POINT WATER AND SEWER, 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.

JOHN YONGE  
ISSUING OFFICER

President

TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

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Adjustment of Bills for Meter Error .....	10.0	24.0
All Water Through Meter .....	10.0	22.0
Applications.....	7.0	3.0
Applications by Agents .....	7.0	4.0
Change of Customer's Installation .....	8.0	10.0
Continuity of Service .....	8.0	8.0
Customer Billing.....	9.0	15.0
Delinquent Bills .....	9.0	16.0
Extensions .....	8.0	6.0
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(Continued to Sheet No. 6.1)

JOHN YONGE  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number</u>	<u>Rule Number</u>
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JOHN YONGE  
ISSUING OFFICER

PR  
TITLE PRESIDENT

NAME OF COMPANY POINT WATER AND SEWER, INC

WATER TARIFF

RULES AND REGULATIONS

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

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

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, 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.

JOHN YONGE  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, 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 company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

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

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

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

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

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

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

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

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

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

## WATER TARIFF

(Continued from Sheet No. 9.0)

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

JOHN YONGE  
ISSUING OFFICER  
PRESIDENT  
TITLE



ORIGINAL SHEET NO. 11.0

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	14.0
General Service, GS .....	12.0
Meter Test Deposit .....	15.0
Miscellaneous Service Charges .....	16.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	17.0

JOHN YONGE  
ISSUING OFFICER  
PRESIDENT

TITLE

NAME OF COMPANY POINT WATER AND SEWER, 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 the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - Point Property Owners Association: \$3,000.00 per month for total service; PSC may wish to allocate \$1,500.00 to water and \$1,500.00 to wastewater.
- Whitney's Marina: \$300.00 per month for total service; PSC may wish to allocate \$150.00 to water and \$150.00 to wastewater.
- MINIMUM CHARGE - Not applicable.
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.030, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE - March 1, 1995
- TYPE OF FILING -

John S. Yonge  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

MINIMUM CHARGE - Not applicable

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 - March 1, 1995

TYPE OF FILING -

JOHN YONGE  
ISSUING OFFICER  
PRESIDENT

TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customers account during the month of \_\_\_\_\_ 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 - Not applicable

TYPE OF FILING - Not applicable

JOHN YONGE  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

**METER TEST DEPOSITS**

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

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

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

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

**EFFECTIVE DATE** - Not applicable

**TYPE OF FILING** - Not applicable

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE - March 1, 1995TYPE OF FILING -JOHN YONGE  
ISSUING OFFICERPRESIDENT  
TITLE

NAME OF COMPANY  
WATER TARIFF

POINT WATER AND SEWER, INC.

ORIGINAL SHEET NO. 17.0

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	See general rate schedule
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	Actual Cost [1]	
<u>Customer Connection (Tap-in) Charge</u>		
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]	
<u>Guaranteed Revenue Charge</u>		
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 .....	\$	
<u>Inspection Fee</u> .....	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC ( __ GPD).....	\$	
All others-per gallon .....	\$	
or		
Residential-per lot ( __ foot frontage).....	\$	
All others-per front foot .....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	Actual Cost [1]	
<u>Plan Review Charge</u> .....	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC ( __ GPD).....	\$	
All others-per gallon .....	\$	
<u>System Capacity Charge</u>		
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 -

JOHN YONGE  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

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APPLICATION FOR METER INSTALLATION .....	21.0
APPLICATION FOR WATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

JOHN YONG  
ISSUING OFFICER  
PRESIDENT  
TITLE



ORIGINAL SHEET NO. 19.0

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Not applicable.

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

See attached.

Please note that billing will be monthly and customer will have to provide thirty (30) days' written notice of termination.

John S. Yonge  
ISSUING OFFICER  
President  
TITLE

**Sample Application Form**

Name \_\_\_\_\_

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

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

City

StateZip

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

City

StateZip

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

Service requested:

Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Not applicable.

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

See attached.

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC  
 WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities.....	N/A	
Availability.....	N/A	
Construction of Oversized Facilities.....	N/A	
Customer Connection (Tap-in).....	N/A	
Customer Installation (Customer Maintained Lines).	N/A	
Cost Records and 'As-Built' Plans.....	Exhibit "A"	
Design by Independent Engineers.....	N/A	
Developer Agreements.....	Exhibit "B"	
Easements and Rights-of-Way.....	Exhibit "C"	
Extensions Outside Certificated Territory.....	N/A	
General Information.....	N/A	
Inspections.....	N/A	
Obligations of Developer.....	Exhibit "B"	
Obligations of Utility.....	Exhibit "B"	
Off-Site Facilities.....	N/A	
On-Site Facilities.....	N/A	
Refundable Advances.....	N/A	
Schedule of Fees and Charges.....	Go to Sheet No. 17.0	
System Design and Construction.....	Exhibit "C"	
Table of Daily Flows.....	N/A	
Transfer of Contributed Property - Bills of Sale..	Exhibit "D"	

JOHN YONGE  
 ISSUING OFFICER

PRESIDENT  
 TITLE

ORIGINAL SHEET NO. 23.0

NAME OF COMPANY POINT WATER AND SEWER, INC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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

Sheet Number

Go to Sheet No. 17.0  
24.0

JOHN YONGE  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

Service is available at all times to Whitney's Marina and the PPOA. Service is not presently available to any other party nor is expansion anticipated.

John S. Yonge  
ISSUING OFFICER  
President  
TITLE



WASTEWATER TARIFF

POINT WATER AND SEWER, INC.  
(NAME OF COMPANY)

4753 Raggedy Pt. Rd.  
Orange Park, Florida  
(ADDRESS OF COMPANY)

904-269-1825  
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

John S. Yonge  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.WASTEWATER TARIFF  
Table of Contents

	Sheet Number
Territory Served .....	3.0
Description of Territory Served .....	3.1
Communities Served Listing .....	4.0
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Miscellaneous Service Charges .....	21.0
Service Availability Schedule of Fees .....	22.0
Index of Standard Forms .....	23.0
Customer's Guarantee Deposit Receipt .....	24.0
Application for Wastewater Service .....	25.0
Copy of Customer's Bill .....	27.0
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Table of Daily Flows.....	31.0

John S. Yonge  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - CLAY

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
---------------------	--------------------	----------------------	--------------------

Original Application.

John S. Yonge  
ISSUING OFFICER  
President  
TITLE

(Continued to Sheet No. 3.1)

ORIGINAL SHEET NO. 3.1

NAME OF COMPANY POINT WATER AND SEWER, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

PWS provides water and sewage services to the Point Property Owners Association (hereinafter "PPOA"), which is composed of 19 townhomes, and Whitney's Marina. Both are located in Clay County, Florida. The service area is located just south of Doctors Inlet Bridge on the east side of U.S. 17 bordering the St. John's River.

John S. Yonge  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Clay	Point Townhomes		

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

## WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

JOHN YONGE  
ISSUING OFFICERPRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills .....	12.0	21.0
Applications by Agents .....	7.0	4.0
Billing Periods .....	10.0	15.0
Change of Customer's Installation .....	9.0	10.0
Change of Occupancy .....	11.0	19.0
Continuity of Service .....	9.0	8.0
Delinquent Bills .....	11.0	16.0
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Extensions .....	8.0	6.0
Filing of Contracts .....	13.0	22.0
General Information .....	7.0	2.0
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Payment of Water and Wastewater Service Bills Concurrently .....	11.0	17.0
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(Continued to Sheet No. 6.1)

JOHN YONGE  
ISSUING OFFICERPRESIDENT  
TITLE



NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

(Continued to Sheet No. 8.0)

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

(Continued to Sheet No. (9.0))

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

(Continued to Sheet No. 10.0)

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

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

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

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

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

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

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

(Continued to Sheet No. 11.0)

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

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

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

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

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a wastewater or water public utility shall not be incorporated into the rate for wastewater or water service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The

(Continued to Sheet No. 12.0)

JOHN YONGE  
\_\_\_\_\_  
ISSUING OFFICER  
  
\_\_\_\_\_  
PRESIDENT  
\_\_\_\_\_  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

## WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

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

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

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

(Continued to Sheet No. 13.0)

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

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

(Continued to Sheet No. 14.0)

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE



NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

(Continued to Sheet No. 15.0)

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WASTEWATER 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 the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - Point Property Owners Association: \$3,000.00 per month for total service; PSC may wish to allocate \$1,500.00 to water and \$1,500.00 to wastewater.
- Whitney's Marina: \$300.00 per month for total service; PSC may wish to allocate \$150.00 to water and \$150.00 to wastewater.
- BASE FACILITY CHARGE - \*\*\*\*\*
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.030, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE - March 1, 1995
- TYPE OF FILING -

John S. Yonge  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	20.0
General Service, GS .....	17.0
Miscellaneous Service Charges .....	21.0
Multi-Residential Service, MS .....	19.0
Residential Service, RS .....	18.0
Service Availability Fees and Charges .....	22.0

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

HELD FOR FUTURE USE

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - See general service rate schedule
- RATE - See general service rate schedule

BASE FACILITY CHARGE -

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

EFFECTIVE DATE - March 1, 1995

TYPE OF FILING -

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE -

BASE FACILITY CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING -

JOHN YONGE  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, 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, in accordance with Rule 25-30.311, Florida Administrative Code, if:

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

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

(Continued to Sheet No. 20.1)

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
 TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 20.0)

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

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE



NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGE

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE - March 1, 1995

TYPE OF FILING -

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER 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>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	See general rate schedule
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
<u>With Prepayment of Service Availability Charges:</u>		
Residential-per ERC/month (____)GPD.....	\$	
All others-per gallon/month.....	\$	
<u>Without Prepayment of Service Availability Charges:</u>		
Residential-per ERC/month (____)GPD.....	\$	
All others-per gallon/month.....	\$	
Inspection Fee .....	Actual Cost [1]	
<u>Main Extension Charge</u>		
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]	
<u>Plant Capacity Charge</u>		
Residential-per ERC (____ GPD).....	\$	
All others-per gallon .....	\$	
<u>System Capacity Charge</u>		
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 -

JOHN YONGE  
ISSUING OFFICER  
  
PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE .....	25.0
COPY OF CUSTOMER'S BILL .....	27.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	24.0
HELD FOR FUTURE USE .....	26.0 and 28.0

JOHN YONGE  
 ISSUING OFFICER  
  
PRESIDENT  
 TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Not applicable.

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

See attached.

Please note that billing will be monthly and customer will have to provide thirty (30) days' written notice of termination.

John S. Yonge  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

JOHN YONGE  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

See attached.

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

HELD FOR FUTURE USE

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE



NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>	<u>Rule Number</u>
* Acceptance of Facilities.....	N/A	
Availability.....	N/A	
Construction of Oversized Facilities.....	N/A	
Customer Connection (Tap-in).....	N/A	
Customer Installation (Customer Maintained Lines).	N/A	
Cost Records and "As-Built" Plans.....	Exhibit "A"	
Design by Independent Engineers.....	N/A	
Developer Agreements.....	Exhibit "B"	
Easements and Rights-of-Way.....	Exhibit "C"	
Extensions Outside Certificated Territory.....	N/A	
General Information.....	N/A	
Inspections.....	N/A	
Obligations of Developer.....	Exhibit "B"	
Obligations of Utility.....	Exhibit "B"	
Off-Site Facilities.....	N/A	
On-Site Facilities.....	N/A	
Refundable Advances.....	N/A	
Schedule of Fees and Charges.....	Go to Sheet No. 22.0	
System Design and Construction.....	Exhibit "C"	
Table of Daily Flows.....	N/A	
Transfer of Contributed Property - Bills of Sale..	Exhibit "D"	

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 22.0
Service Availability Policy.....	30.0
Table of Daily Flows.....	31.0

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY POINT WATER AND SEWER, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Service is available at all times to Whitney's Marina and the PPOA. Service is not presently available to any other party nor is expansion anticipated.

John S. Yonge  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY POINT WATER & SEWER, INC.

WASTEWATER TARIFF

## TABLE OF DAILY FLOWS

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

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

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

JOHN YONGE  
ISSUING OFFICER

PRESIDENT  
TITLE

# PUBLISHER AFFIDAVIT CLAY TODAY

Published 2 Days a Week  
Orange Park, Florida

STATE OF FLORIDA  
COUNTY OF CLAY:

Before the undersigned authority personally appeared Charlotte Linville, who on oath says that she is the controller of the "Clay Today" a newspaper published 2 days a week at Orange Park in Clay County, Florida; that the attached copy of advertisement being \_\_\_\_\_

a \_\_\_\_\_  
in the matter of LEGAL NOTICE  
POINT WATER AND SEWER, Inc.

LEGAL NO. 5306 CT

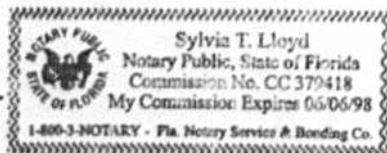
was published in said newspaper in the issues October 30, 1996

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, 2 days a week, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Charlotte E. Linville*

Sworn to me and subscribed  
before me this 30th day of October A.D. 1996

*Sylvia T. Lloyd*  
NOTARY PUBLIC, STATE OF FLORIDA



1564 Kingsley Avenue • Orange Park, Florida 32073  
Telephone (904) 264-3200 • FAX (904) 269-6958

## LEGAL NOTICE

Notice is hereby given on October 25, 1996, pursuant to Section 367.045, Florida Statutes, of the application of Point Water and Sewer, Inc. to operate a water and wastewater utility to provide service to the following described territory in Clay County, Florida as follows:

The Point Property Owner's Assn. (including 19 developed townhomes) located on Scenic Point Drive in Clay County, Florida and the adjoining property located at 3027 Hy. 17, Orange Park, FL 32073 (Whitney's Marina). Both of these properties are located directly off of US 17 on the Southeast side of the Doctors Inlet Bridge with the St. Johns River on the western

boundary.

Any objections to the said application must be made in writing within (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Sumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is:

POINT WATER AND  
SEWER, INC.  
4753 RAGGEDY  
POINT ROAD  
ORANGE PARK,  
FLORIDA 32073

POINT WATER AND  
SEWER, INC.

by: JOHN YONGE,  
PRESIDENT

LEGAL NO. 5306  
Published October 30,  
1996 in Clay County's  
Clay Today newspaper.

**POINT WATER & SEWER, INC.**  
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TO THE  
ORDER OF

Public Service Commission

\$ 1,500

one thousand & five hundred <sup>00</sup>/<sub>100</sub>

DOLLARS

 **Compass Bank**  
Orange Park, Florida (66)

FOR

*[Handwritten signature]*

GUARANTEE & SAFETY