

**APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL**

(Pursuant to Section 367.071, Florida Statutes)

DEPOSIT TREAS. REC. DATE

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

D443 ~~4444~~ JAN 21 1995  
970093

The undersigned hereby makes application for the transfer of the majority organizational control of AQUARINA DEVELOPMENTS, INC. \* utility operating under Water Certificate No. 517 and/or Wastewater Certificate No. 450 located in Brevard County, Florida, and submits the following information:

**PART I APPLICANT INFORMATION**

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

AQUARINA DEVELOPMENTS, INC.  
Name of utility  
( 407 ) 723-2522 ( 407 ) 725-0804  
Phone No. Fax No.  
235 Hammock Shore Drive  
Office street address  
Melbourne Beach Florida 32951  
City State Zip Code  
Same  
Mailing address if different from street address  
N/A  
Internet address if applicable

97 JAN 21 1995  
07 9 20

PSC/WAW 15 (Rev. 8/95)

\* A name change to Service Management Systems, Inc. is pending before the Public Service Commission under a separate docket.

00706 JAN 21 95  
FPSC-RECORDS/REPORTING

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

James H. Bates (407) 723-2522  
Name Phone No.  
235 Hammock Shore Drive  
Street address  
Melbourne Beach Florida 32951  
City State Zip Code

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

Petrus Group, L.P.  
Name of ~~utility~~  
( 316 ) 681-5100 ( 316 ) 681-0905  
Phone No. Fax No.  
8100 E. 22nd Street North, Building 500  
Office street address  
Wichita Kansas 67226  
City State Zip Code

Mailing address if different from street address

Internet address if applicable

D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

See Exhibit D

**PART II      FINANCIAL AND TECHNICAL INFORMATION**

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

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

None

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C) Exhibit   E   - A copy of the purchase agreement.

D) Exhibit   G   - A statement of how the buyer is financing the purchase.

E) Exhibit   H   - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

F) Exhibit   I   - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

If the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

**PART III NOTICE OF ACTUAL APPLICATION**

- A) Exhibit <sup>to be late</sup> filed - 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 <sup>to be late</sup> filed - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit <sup>to be late</sup> filed - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART IV FILING FEE**

Indicate the filing fee enclosed with the application:

\$ 750.00 (for water) \$ 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 to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be \$750.
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be \$1,500.
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be \$2,250.
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be \$3,000.

**PART V OTHER**

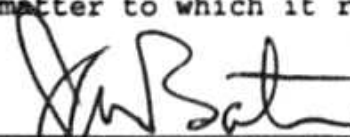
- A) Exhibit A - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit B - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**
- C) Exhibit C - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).

Copies only are attached. The Public Service Commission has the originals with with a pending name change application.

PART VI AFFIDAVIT

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

BY:



Applicant's Signature

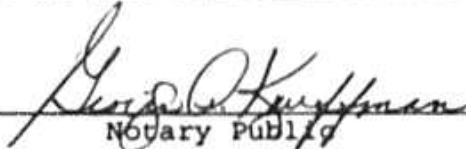
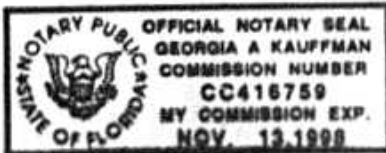
James H. Bates

Applicant's Name (Typed)

Vice President Operations

Applicant's Title \*

Subscribed and sworn to before me this 14th of January 1997.



Notary Public

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



CFN 95919277 12-29-95 03:18 pm  
OR Book/Page: 3532/ 2148

This instrument prepared by:  
JAMES W. PEEPLES III, ESQ.  
GRAY, HARRIS & ROBINSON, P.A.  
P. O. Box 320757  
Cocoa Beach, FL 32932-0757

*return to*

QUITCLAIM DEED

THIS INDENTURE made this ~~1st~~ <sup>28th</sup> day of ~~January~~ <sup>Dec.</sup>, 1996, between AQUARINA DEVELOPMENTS, INC., a Florida corporation (the "Grantor"), and SERVICE MANAGEMENT SYSTEMS, INC., a Florida corporation (the "Grantee"), of 235 Hammock Shore Drive, Melbourne Beach, Florida 32951;

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee all the right, title, interest, claim and demand which the Grantor has in and to the following land, situate, lying and being in the County of Brevard, State of Florida, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT to restrictions, reservations and easements of record, if any, which are not reimposed hereby.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

AQUARINA DEVELOPMENTS, INC., a  
Florida corporation

By: [Signature]  
JAMES H. BATES, Vice President

Witness Signature

[Signature]  
James W. Peoples III  
Print Witness Name

Witness Signature

[Signature]  
TERRI LYNN ARNOLD  
Print Witness Name

Address: 235 Hammock Shore Drive  
Melbourne Beach, FL 32951

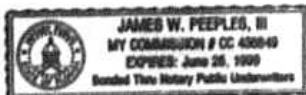
STATE OF FLORIDA )  
                          ) ss:  
COUNTY OF BREVARD )

~~DEC.~~ <sup>28th</sup> THE FOREGOING INSTRUMENT was acknowledged before me this ~~1st~~ <sup>28th</sup> day of ~~January~~ <sup>Dec.</sup>, 1996, by JAMES H. BATES, as Vice President of AQUARINA DEVELOPMENTS, INC., a Florida corporation, who is personally known to me, or who produced \_\_\_\_\_, as identification, and who did take an oath.

[Signature]  
Notary Public Signature  
James W. Peoples III  
Print Notary Public Name

My commission expires:


jwp\dec12.1



Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 2 #Names: 2  
Trust: 1.50 Rec: 9.00 Serv: 0.00  
Dued: 7.00 Excise: 0.00  
Mtg: 0.00 Int Tax: 0.00



OR Book/Page: 3532/ 2149

EXHIBIT A

STAGE 1, TRACT D, AQUARINA P.U.D., according to the plat thereof, as recorded in Plat Book 41, Page 91, Public Records of Brevard County, Florida, together with the Sewer System, Water System and Reuse Irrigation System, as the same are defined in the Declaration of Covenants, Conditions and Restrictions for AQUARINA, as recorded in Official Records Book 2434, Page 1145, Public Records of Brevard County, Florida, as amended, together with the easements and rights granted in Paragraph 7.2 and Section 8 of the Declaration.



**WASTEWATERTARIFF**

SERVICE MANAGEMENT SYSTEMS, INC.  
NAME OF COMPANY

235 HAMMOCK SHORE DRIVE

MELBOURNE BEACH, FL. 32951  
(ADDRESS OF COMPANY)

(407) 723-2522  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

**WASTEWATER TARIFF**

**SERVICE MANAGEMENT SYSTEMS, INC.**  
**NAME OF COMPANY**

**FILED WITH**  
**FLORIDA PUBLIC SERVICE COMMISSION**

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

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JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 450-5

COUNTY - BREVARD

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-95-1417-FOF-WS	NOVEMBER 21, 1995	941234-WS	SARC

(Continued to Sheet No. 3.1)

JAMES BATES \_\_\_\_\_  
ISSUING OFFICER

PRESIDENT \_\_\_\_\_  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE INDIAN RIVER; THENCE RUN NORTHWESTERLY ALONG SAID MEAN HIGH WATER LINE 5,700 FT. MORE OR LESS TO THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 36; THENCE RUN EASTERLY ALONG THE NORTH LINE OF GOVERNMENT LOTS 4, 5 & 6 OF SAID SECTION 36 A DISTANCE OF 3,300 FT. MORE OR LESS TO THE POINT OF BEGINNING.

LESS AND EXCEPT "THE HANCOCK CONDOMINIUM I", BEING A PORTION OF GOVERNMENT LOTS 5 & 6 OF SAID SECTION 36, TOWNSHIP 29 SOUTH, RANGE 38 EAST, BEING DESCRIBED IN OFFICIAL RECORDS BOOK 2732, PAGE 1060 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

A PORTION OF LOT 1, SUNNYLAKE GROVES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 42, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING A PORTION OF GOVERNMENT LOTS 5 AND 6, SECTION 36, TOWNSHIP 29 SOUTH, RANGE 37 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM THE NORTHWEST CORNER OF SAID SECTION 36 RUN EASTERLY ALONG THE NORTH LINE OF SAID SECTION 36 A DISTANCE OF 2985 FEET MORE OR LESS TO THE CENTERLINE OF S.R. A-1-A; THENCE RUN SOUTHEASTERLY ALONG THE CENTERLINE OF S.R. A-1-A 1835 FEET MORE OR LESS; THENCE RUN S68 33'54"W, ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 1 AND THE SOUTHERLY LINE OF SAID LOT 1, 968.19 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE S68 33'54"W A DISTANCE OF 224.55 FEET; THENCE RUN N26 09'57"W A DISTANCE OF 233.68 FEET; THENCE RUN N63 50'03"E A DISTANCE OF 127.83 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 110.0 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86 31'42" AN ARC DISTANCE OF 13.44 FEET TO A POINT OF TANGENCY; THENCE RUN N 70 21'45"E A DISTANCE OF 110.59 FEET; THENCE RUN S19 38'15"E A DISTANCE OF 240.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.31 ACRES, MORE OR LESS, AND LESS ANY RESERVATIONS, DEDICATIONS, OR EASEMENTS OF RECORD.

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Service to the following lands in Brevard County, Florida:

**BENER**

A PORTION OF SECTION 25, TOWNSHIP 29 SOUTH, RANGE 38 EAST AND SECTION 26, TOWNSHIP 29 SOUTH, RANGE 38 EAST BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM THE NORTHWEST CORNER OF SAID SECTION 25 RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE 2640 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 2 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN NORTHERLY ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 1320 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 1,300 FT. MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE RUN SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE THRU SAID GOVERNMENT LOT 2 AND GOVERNMENT LOT 3, OF SAID SECTION 25 A DISTANCE OF 3,100 FT. MORE OR LESS TO THE SOUTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION 25; THENCE DEPARTING SAID MEAN HIGH WATER LINE RUN WESTERLY ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 2,700 FT. MORE OR LESS TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 3 OF THE AFORESAID SECTION 26; THENCE CONTINUE WESTERLY ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, SECTION 26 A DISTANCE OF 1,270 FT. MORE OR LESS TO THE MEAN HIGH WATER LINE OF HULLET CREEK; THENCE RUN NORTHWESTERLY ALONG SAID MEAN HIGH WATER LINE 1,750 FT. MORE OR LESS TO THE NORTH LINE OF GOVERNMENT LOT 11 OF SAID SECTION 26; THENCE DEPARTING SAID MEAN HIGH WATER LINE RUN EASTERLY ALONG THE NORTH LINE OF SAID GOVERNMENT LOTS 11 & 3, SECTION 26 A DISTANCE OF 2,400 FT. MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH A PORTION OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 38 EAST, BREVARD COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM THE NORTHWEST CORNER OF SAID SECTION 36 RUN EASTERLY ALONG THE NORTH LINE OF SAID SECTION 36 A DISTANCE OF 2985 FEET MORE OR LESS TO THE CENTERLINE OF S.R. A-1-A; THENCE RUN SOUTHEASTERLY ALONG THE CENTERLINE OF S.R. A-1-A 1520 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 6 OF SAID SECTION 36 WITH THE CENTERLINE OF S.R. A-1-A BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 6 A DISTANCE OF 300 FT. MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE RUN SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE THRU GOVERNMENT LOTS 6 AND 8 OF SAID SECTION 36 A DISTANCE OF 3,050 FT. MORE OR LESS TO THE SOUTH LINE OF SAID GOVERNMENT LOT 8; THENCE DEPARTING SAID MEAN HIGH WATER LINE RUN WESTERLY ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 8 A DISTANCE OF 700 FT.

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

~~Service to the following lands in BREVARD COUNTY, FLORIDA:~~

Phase I of the Hammock Condominium lying in Township 29, Range 38, Section 36, Subdivision .01, 1.01 through 1.27, also known as units 101 through 309 Hammock Condominium Phase I; AND

Aquarina Planned Unit Development- Government Lot 4 and 5, Section 25, Township 29 South, Range 38 East, Brevard County, Florida, less the right of way for State Road A1A; and Government Lot 1, Section 35, Township 29 South, Range 38 East, Brevard County, Florida; and Government Lots 1, 2, and 3, Section 36, Township 29 South, Range 38 East, Brevard County, Florida, less the right of way for State Road A1A, the South 50.00 feet of said Government Lots 1, 2, and 3 lying West of State Road A1A, and that portion of said Government Lot 1 parallel with and adjacent to the existing West right of way line of State Road A1A to a depth of 20.00 feet. (196.9 acres +)

Also described as:

In Township 29 South, Range 38 East, Section 25, 35, and 36 in Brevard County.

From the NW corner of Section 36 Township 29 South, Range 38 East, Brevard County also known as the point of beginning, run due North along the west line of the Southwest quarter of Section 25 a distance of 1600 feet more or less. From said point run due East along the North line of Government Lots 4 and 5 less the right of way for State Road A1A a distance of 3300 feet more or less to a point located on the West Bank of the Atlantic Ocean. From said point run Southeasterly along the bank of the Atlantic Ocean a distance of 4000 feet more or less to a point being the Southeast corner of Government Lot 1. From said point run due West along the South line of Government Lots 1; 2, and 3 less the right of way for State Road A1A a distance of 4500 feet more or less to a point on the East bank of the Indian River. From said point run Northwesterly parallel with the East bank of the Indian River to a point located on the North line of Section 35, Township 29 South, Range 38 East in Brevard County. From said point run due East along the North line of Section 35 a distance of 400 feet more or less to the Point of Beginning.

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

ORIGINAL SHEET NO. 4.0

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
BREVARD	HAMMOCK	GS	12.0
BREVARD	AQUARINA	GS,RS	12.0, 13.0
BREVARD	ST. ANDREWS	RS	13.0

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE



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

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

JAMES BATES \_\_\_\_\_  
ISSUING OFFICER

PRESIDENT \_\_\_\_\_  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

RULES AND REGULATIONS

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

The Company shall provide wastewater service to all customers requiring such service within its 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 wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

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

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE



NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.
- 13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, 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, wastewater service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 TERMINATION OF SERVICE - When a customer wishes to terminate service on any premises where wastewater service is supplied by the Company with wastewater service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

ORIGINAL SHEET NO. 11.0

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

**INDEX OF RATES AND CHARGES SCHEDULES**

	<u>Sheet Number</u>
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General Service, GS .....	12.0
Miscellaneous Service Charges .....	15.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	16.0

JAMES RATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

GENERAL SERVICERATE SCHEDULE GS

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

BILLING PERIOD - MONTHLY

<u>RATE</u> -	<u>METER SIZE</u>	<u>BASE FACILITY CHARGE</u>
	5/8" x 3/4"	\$ 12.95
	3/4"	19.42
	1"	32.36
	1 1/2"	64.73
	2"	103.57
	3"	207.13
	4"	323.64
	6"	647.29

GALLONAGE CHARGE

Per 1,000 gallons \$ 4.02

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -TYPE OF FILING - NAME CHANGE

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

GENERAL SERVICERATE SCHEDULE GS

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

<u>BATE</u> -	<u>METER SIZE</u>	<u>BASE FACILITY CHARGE</u>
	5/8" x 3/4"	\$ 12.95
	3/4"	19.42
	1"	32.36
	1 1/2"	64.73
	2"	103.57
	3"	207.13
	4"	323.64
	6"	647.29

GALLONAGE CHARGE

Per 1,000 gallons \$ 4.02

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - NAME CHANGE

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICERATE 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 - MONTHLY

<u>RATE</u> -	<u>METER SIZE</u>	<u>BASE FACILITY CHARGE</u>
	5/8 x 3/4"	\$ 12.95
	3/4"	19.42
	1"	32.36
	1 1/2"	64.73
	2"	103.57
	3"	207.13
	4"	323.64
	6"	647.29

GALLONAGE CHARGE

Per 1,000 gallons \$ 4.02

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -TYPE OF FILING - NAME CHANGE

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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

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

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customer's 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 -

TYPE OF FILING - NAME CHANGE

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE

TYPE OF FILING - NAME CHANGE

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE



NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.  
 WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	REFER TO SERVICE AVAIL POLICY AMOUNT	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u> --N/A--		
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> --N/A--		
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.....	\$	
 Inspection Fee .....	Actual Cost [1]	
 <u>Main Extension Charge</u> --N/A--		
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 (280GPD).....	\$ 560.00	
All others-per gallon .....	\$ 2.00	
 <u>System Capacity Charge</u>		
Residential-per ERC (220GPD).....	\$ 365.00	
All others-per gallon .....	\$ 1.30	

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

EFFECTIVE DATE -  
TYPE OF FILING -      NAME CHANGE

JAMES BATES  
 ISSUING OFFICER  
  
PRESIDENT  
 TITLE

ORIGINAL SHEET NO. 17.0

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

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JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

ORIGINAL SHEET NO. 18.0

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

==N/A==

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

**APPLICATION FOR WASTEWATER SERVICE**

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

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

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

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

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

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

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

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

1. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the customer's wastewater 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 wastewater 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.

JAMES BATES  
Signature \_\_\_\_\_

\_\_\_\_\_ Date

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.  
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

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JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

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Sheet Number

Go to Sheet No. 16.0  
22.0

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

There shall be a main capacity charge of \$365.00 per ERC and a plant capacity charge of \$560.00 per ERC charged to new customers of the system. This charge shall not apply to customers who are currently connected to the system. This charge is to be assessed on new customers only.

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE



WATER TARIFF

SERVICE MANAGEMENT SYSTEMS, INC.

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

SERVICE MANAGEMENT SYSTEMS, INC.  
NAME OF COMPANY

235 HAMMOCK SHORE DRIVE

MELBOURNE BEACH, FL. 32951  
(ADDRESS OF COMPANY)

407 - 723-2522  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

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JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 517W

COUNTY - BREVARD

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-95-1417-FOF-WS	11/21/95	941234-WS	SARC

(Continued to Sheet No. 3.1)

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

FROM THE NORTHWEST CORNER OF SAID SECTION 36 RUN EASTERLY ALONG THE NORTH LINE OF SAID SECTION 36 A DISTANCE OF 2985 FEET MORE OR LESS TO THE CENTERLINE OF R.R. A-1-A; THENCE RUN SOUTHEASTERLY ALONG THE CENTERLINE OF S.R. A-1-A 1835 FEET MORE OR LESS; THENCE RUN S60 33'54"W, ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 1 AND THE SOUTHERLY LINE OF SAID LOT 1, 968.19 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE S60 33'54"W A DISTANCE OF 224.55 FEET; THENCE RUN N26 09'57"W A DISTANCE OF 233.68 FEET; THENCE RUN N63 50'03"E A DISTANCE OF 127.83 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 118.0 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 31'42" AN ARC DISTANCE OF 13.44 FEET TO A POINT OF TANGENCY; THENCE RUN N70 21'45"E A DISTANCE OF 110.59 FEET; THENCE RUN S19 38' 15"E A DISTANCE OF 240.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.31 ACRES, MORE OR LESS, AND LESS ANY RESERVATIONS, DEDICATIONS, OR EASEMENTS OF RECORD.

D:91448/LEGAL.

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVEDWATER

A PORTION OF SECTION 36, TOWNSHIP 29 SOUTH, RANGE 30 EAST, SECTION 31, TOWNSHIP 29 SOUTH, RANGE 30 EAST AND SECTION 6, TOWNSHIP 30 SOUTH, RANGE 30 EAST, SECTION 1, TOWNSHIP 30 SOUTH, RANGE 30 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 36 RUN EASTERLY ALONG THE NORTH LINE OF SAID SECTION 36 A DISTANCE OF 2985 FEET MORE OR LESS TO THE CENTERLINE OF S.R. A-1-A; THENCE RUN SOUTHEASTERLY ALONG THE CENTERLINE OF S.R. A-1-A 1520 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTH LINE OF GOVERNMENT LOT 6, SECTION 36, TOWNSHIP 29 SOUTH, RANGE 30 EAST, WITH THE CENTERLINE OF S. R. A

1-A, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 6 A DISTANCE OF 300 FT. MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE RUN SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE THRU SAID SECTIONS 36, 31 AND 6 A DISTANCE OF 9,100 FT. MORE OR LESS TO THE SOUTH LINE OF GOVERNMENT LOT 3 OF SAID SECTION 6, TOWNSHIP 30 SOUTH, RANGE 30 EAST; THENCE DEPARTING SAID MEAN HIGH WATER LINE RUN WESTERLY ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3 A DISTANCE OF 3,550 FT. MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE INDIAN RIVER; THENCE RUN NORTHWESTERLY ALONG SAID MEAN HIGH WATER LINE 13,300 FT. MORE OR LESS TO THE NORTH LINE OF GOVERNMENT LOT 4, OF SAID SECTION 36, TOWNSHIP 29 SOUTH, RANGE 30 EAST; THENCE RUN EASTERLY ALONG THE NORTH LINE OF GOVERNMENT LOTS 4, 5 & 6 OF SAID SECTION 36 A DISTANCE OF 3,300 FT. MORE OR LESS TO THE POINT OF BEGINNING.

LESS AND EXCEPT "THE HAINOCK COMMISSION 1", BEING A PORTION OF GOVERNMENT LOTS 5 & 6 OF SAID SECTION 36, TOWNSHIP 29 SOUTH, RANGE 30 EAST, BEING DESCRIBED IN OFFICIAL RECORDS BOOK 2732, PAGE 1060 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

A PORTION OF LOT 1, SUNNYLAND GROVES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 42, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING A PORTION OF GOVERNMENT LOTS 5 AND 6, SECTION 36, TOWNSHIP 29 SOUTH, RANGE 30 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
BREVARD	HAMMOCK	GS	
BREVARD	AQUARINA	GS,RS	
BREVARD	ST.ANDREWS	RS	

JAMES BATES  
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PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, 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.

JAMES BATES  
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PRESIDENT  
TITLE



NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, 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.

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills .....	10.0	23.0
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
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Continuity of Service .....	8.0	8.0
Customer Billing.....	9.0	15.0
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Filing of Contracts .....	10.0	26.0
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(Continued to Sheet No. 6.1)

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number</u>	<u>Rule Number</u>
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Payment of Water and Wastewater Service Bills Concurrently .....	9.0	17.0
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JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

**RULES AND REGULATIONS**

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

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

- 2.0 **POLICY DISPUTE** - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 **APPLICATION** - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 **APPLICATIONS BY AGENTS** - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 **REFUSAL OR DISCONTINUANCE OF SERVICE** - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 **EXTENSIONS** - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 **LIMITATION OF USE** - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

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

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, 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.

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, 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.

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, 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.

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

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Meter Test Deposit .....	15.0
Miscellaneous Service Charges .....	16.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	17.0

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE



NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

RESIDENTIAL, MULTI-RESIDENTIAL AND GENERAL SERVICE  
RATE SCHEDULE

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

BILLING PERIOD - MONTHLY

<u>RATE</u> -	<u>METER SIZE</u>	<u>BASE FACILITIES CHARGE</u>	<u>NON-POTABLE CHARGE</u>
	5/8" x 3/4"	\$ 15.19	\$ .50 per 1,000 gallons
	3/4"	22.78	
	1"	37.97	
	1 1/2"	75.95	
	2"	121.51	
	3"	243.03	
	4"	379.73	
	6"	759.46	

GALLONAGE CHARGE

Per 1,000 Gallons \$ 4.72

MINIMUM CHARGE - BASE FACILITY CHARGETERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.EFFECTIVE DATE -  
TYPE OF FILING -

NAME CHANGE

JAMES BATES  
ISSUING OFFICERPRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, 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>"</u>	<u>"</u>
1 1/2"	<u>"</u>	<u>"</u>
Over 2"	<u>"</u>	<u>"</u>

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

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

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

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - NAME CHANGE

James Bates  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

**METER TEST DEPOSITS**

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

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

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

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

**EFFECTIVE DATE** -

**TYPE OF FILING** - NAME CHANGE

James Bates  
ISSUING OFFICER  
President  
\_\_\_\_\_  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -TYPE OF FILING - NAME CHANGE

James Bates  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.  
WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

DESCRIPTION	AMOUNT	REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	=N/A=
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 .....	\$	=N/A=
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 .....	\$	=N/A=
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __GPD).....	\$	
All others-per gallon/month .....	\$	
Inspection Fee .....	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC ( __GPD).....	\$	=N/A=
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" .....	\$150.00	\$
1" .....	ACTUAL COST	\$
1 1/2" .....	ACTUAL COST	\$
2" .....	ACTUAL COST	\$
Over 2" .....	ACTUAL COST	Actual Cost [1]
Plan Review Charge .....		Actual Cost [1]
<u>Plant Capacity Charge</u>		
Residential-per ERC ( __GPD).....	\$835.00	\$
All others-per gallon .....	2.39	\$
<u>System Capacity Charge</u>		
Residential-per ERC ( __GPD).....	\$ 75.00	\$
All others-per gallon .....	.21	\$

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

EFFECTIVE DATE -  
TYPE OF FILING - NAME CHANGE

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

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

JAMES BATES  
ISSUING OFFICER  
PRESIDENT  
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY SERVICE MANAGMENT SYSTEMS, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

Name \_\_\_\_\_

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

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

City

State/Zip

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

City

State/Zip

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

Service requested:

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

JAMES BATES  
ISSUING OFFICER

PRESIDENT



ORIGINAL SHEET NO. 21.0

NAME OF COMPANY SERVICE MANAGMENT SYSTEMS, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

SEE ATTACHED APPLICATION FOR WATER SERVICE

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, 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.....	N/A	
Design by Independent Engineers.....	N/A	
Developer Agreements.....	N/A	
Easements and Rights-of-Way.....	N/A	
Extensions Outside Certificated Territory.....	N/A	
General Information.....	N/A	
Inspections.....	N/A	
Obligations of Developer.....	N/A	
Obligations of Utility.....	N/A	
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.....	N/A	
Table of Daily Flows.....	N/A	
Transfer of Contributed Property - Bills of Sale..	N/A	

JAMES RATES  
 ISSUING OFFICER

PRESIDENT  
 TITLE

ORIGINAL SHEET NO. 23.0

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS, 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

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

NAME OF COMPANY SERVICE MANAGEMENT SYSTEMS , INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

There shall be a main capacity charge of \$75.00 per ERC, a plant capacity charge of \$835.00 per ERC, and a meter installation fee as follows:

<u>METER SIZE</u>	<u>WATER CHARGE</u>	<u>NON-POTABLE CHARGE</u>
5/8" x 3/4"	\$150.00	\$150.00
3/4"	ACTUAL COST	ACTUAL COST
1"	ACTUAL COST	ACTUAL COST
1 1/2"	ACTUAL COST	ACTUAL COST
2"	ACTUAL COST	ACTUAL COST
OVER 2"	ACTUAL COST	ACTUAL COST

These charges shall apply only to new customers who connect to the system. Customers who are currently connected to the system are not subject to these charges.

There shall be a main capacity charge of \$50.00, a plant capacity charge of \$250.00 for Non-Potable water.

EFFECTIVE DATE: DECEMBER 16, 1995

TYPE OF FILING: SARC

JAMES BATES  
ISSUING OFFICER

PRESIDENT  
TITLE

EXHIBIT C



FLORIDA

Public Service Commission

CERTIFICATE NUMBER

517-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to Aquarina Developments, Inc.

Whose principal address is

235 Hammock Shore Drive  
Melbourne, Florida 32951 (Brevard County)

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

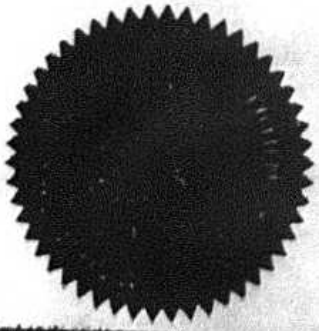
This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 22075 DOCKET 880595-WS  
ORDER 23059 DOCKET 900167-WS  
ORDER PSC-92-0119-FOF-WS DOCKET 911129-WS  
ORDER DOCKET

BY ORDER OF THE FLORIDA PUBLIC SERVICE COMMISSION

[Signature]

Director  
Division of Records & Reporting





FLORIDA

# Public Service Commission

CERTIFICATE NUMBER

450-8

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

Aquarina Developments, Inc.

Whose principal address is

235 Hammock Shore Drive

Helbourne, Florida 32951

(Brevard County)

to provide Wastewater service in accordance with  
the provisions of Chapter 367, Florida Statutes, the Rules,  
Regulations and Orders of this Commission in the territory de-  
scribed by the Orders of this Commission.

This Certificate shall remain in force and effect until sus-  
pended, cancelled or revoked by Orders of this Commis-  
sion.

ORDER 22075

DOCKET 880595-WS

ORDER 23059

DOCKET 900167-WS

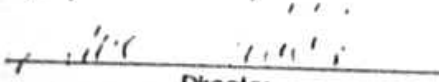
ORDER PSC-92-0119-FOF-WS

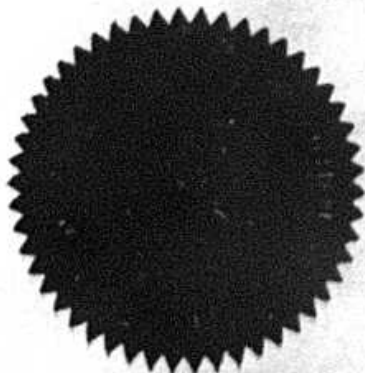
DOCKET 911129-WS

ORDER \_\_\_\_\_

DOCKET \_\_\_\_\_

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

  
Director  
Division of Records & Reporting



**PETRUS GROUP, L.P.**

General Partner: **Petrus Corporation**

Rolf E. Ruhfus  
Chairman  
8100 E. 22<sup>nd</sup> St. North, Bldg. 500  
Wichita, KS 67226

B. Anthony Isaac  
President  
8100 E. 22<sup>nd</sup> St. North, Bldg. 500  
Wichita, KS 67226

Roy R. Baker  
Senior Vice President and Chief Financial Officer/Treasurer  
8100 E. 22<sup>nd</sup> St. North, Bldg. 500  
Wichita, KS 67226

John R. Morse  
Senior Vice President and General Counsel/Secretary  
8100 E. 22<sup>nd</sup> St. North, Bldg. 500  
Wichita, KS 67226

Limited Partners:

Wichita Consulting Company  
8100 E. 22<sup>nd</sup> St. North, Bldg. 500  
Wichita, KS 67226

John R. Morse  
8100 E. 22<sup>nd</sup> St. North, Bldg. 500  
Wichita, KS 67226

B. Anthony Isaac Revocable Trust  
B. Anthony Isaac, Trustee  
8100 E. 22<sup>nd</sup> St. North, Bldg. 500  
Wichita, KS 67226

Robert E. Mossburg  
8100 E. 22<sup>nd</sup> St. North, Bldg. 500  
Wichita, KS 67226

Consolidated Equities Trust  
Roy R. Baker, Trustee  
8100 E. 22<sup>nd</sup> St. North, Bldg. 500  
Wichita, KS 67226

Don R. Marvin  
8100 E. 22<sup>nd</sup> St. North, Bldg. 500  
Wichita, KS 67226



EXHIBIT E

STOCK PLEDGE AGREEMENT

THIS STOCK PLEDGE AGREEMENT is made on this 31st day of December, 1996 by and between PETRUS GROUP, L.P., a Kansas Limited Partnership ("Pledgor"), located at 800 East 22nd Street North, Building 500, Wichita, Kansas 67226, and AQUARINA DEVELOPMENTS, INC., a Florida corporation ("Pledgee"), whose principal place of business is located at 235 Hammock Shore Drive, Melbourne Beach, FL 32951.

W I T N E S S E T H :

WHEREAS, PETRUS GROUP, L.P. has borrowed \$597,000.00 from Pledgee and has executed and delivered its note and Pledgor desires to further secure such borrowing by this Stock Pledge Agreement, all in conformity with the Stock Purchase Agreement ("Agreement"); and

WHEREAS, pursuant to the extension to Borrower for such loan, such loan and borrowing are to be secured by this Stock Pledge Agreement for performance of all obligations owed by Pledgor.

NOW, THEREFORE, for TEN (\$10.00) DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. CREATION OF SECURITY INTEREST. For value received, pursuant to the Uniform Commercial Code of Florida ("UCC"), Pledgor grants to Pledgee a security interest in and to all of the issued and outstanding common stock of Service Management Systems, Inc. ("SMS"), being 10,000 shares presently owned and held by Pledgor, Certificate No. 1, together with all rights related thereto, including, but not limited by, any stock rights, rights to subscription, stock dividends, liquidating dividends or distributions and other interests to which Pledgor may become entitled by reason of the ownership of said stock, hereinafter referred to as "Collateral." Pledgor represents and warrants the Collateral is free and clear of all security interests, liens, pledges and encumbrances of every kind, except this pledge.

2. OBLIGATIONS SECURED. The Collateral shall secure all of the obligations of Pledgor owed to Pledgee under the Note dated December 31, 1996, constituting the obligation to pay the Note (the "Obligation"). Notwithstanding the pledge of the Collateral by Pledgor, the undersigned acknowledge and confirm that their obligation and liability is not limited to this sum, and that whatever, if any, additional amounts are required

pursuant to the Obligation shall be due and payable by them, to and for the benefit of Pledgee.

3. DELIVERY OF COLLATERAL AND PERFECTION OF SECURITY INTEREST. Concurrently with the execution hereof, Pledgor shall deliver to Pledgee certificates, together with stock powers in blank, representing the Collateral. Pledgor shall perform all acts that Pledgee may request to maintain a valid pledge and security interest for Pledgee in the Collateral.

4. ADDITIONS TO OBLIGATIONS. All costs and expenses, including reasonable attorney's fees, incurred or paid by Pledgee in exercising or enforcing any right, power or remedy conferred herein shall become a part of the Obligations and shall be secured hereby, which Pledgor agrees to pay.

5. RIGHTS RESPECTING THE COLLATERAL. So long as Pledgor is not in default under the Note or this Stock Pledge Agreement, Pledgor may exercise all rights as owner of the Collateral.

6. ASSIGNMENT. Pledgee may assign or transfer the whole or any part of its security interest hereunder and may transfer as collateral therefor the whole or any part of the Collateral. Any transferee of the Collateral shall be vested with all of the rights and powers of Pledgee with respect to the Collateral transferred; thereafter, Pledgee shall be fully discharged from all liability and responsibility with respect thereto.

7. DEFAULT. Failure by Pledgor to pay when due any installment of the Note, or otherwise fail to perform the Obligations owed to Pledgee pursuant to the borrowing or to fulfill any obligation owed to Pledgee pursuant to the Guaranty, shall constitute a default hereunder, if not cured within ten (10) days after notice thereof by Pledgee, but if cured, that event shall be deemed waived.

8. REMEDIES. Upon default, Pledgee, without notice or demand, except as specifically provided for herein, may declare the Note immediately due and payable and shall have all the rights and remedies of a secured party under the UCC or any other applicable laws. Without limiting any of the foregoing rights, Pledgee may sell, assign, transfer and deliver the whole or any part of the Collateral, in such order as it may elect. Any such sale, assignment, transfer or delivery may be by public or private sale at such price or prices, and on such terms and conditions as Pledgee, in its sole discretion, may determine. Any requirements of reasonable notice to Pledgor at the address

set forth in the first paragraph (or such other address as either may have requested in writing) at least fourteen (14) days before the time of the event set forth in such notice. Pledgee may apply the proceeds of any such sale in payment or reduction of the Obligations in such order as Pledgee, in its sole discretion, may determine. Pledgor shall pay to Pledgee any deficiency remaining after such application. Any excess proceeds of any such sale shall be paid to Pledgor by Pledgee. At any public sale, Pledgee, if it is the highest bidder, may purchase any or all of the Collateral, free from any right or equity or redemption by Pledgor. Any such right of equity of redemption is hereby expressly waived by Pledgor. Pledgee may apply any unpaid Obligations on account of or in full satisfaction of any Obligations of Pledgor owed Pledgee.

9. WAIVER. Pledgor waives any right it may have to require Pledgee to proceed against or exhaust the Collateral or any part thereof, or to pursue any other remedy that Pledgee may have against Borrower or Pledgor. Pledgor consents to any and all extensions of time, renewals, waivers, or modifications of any of the terms and conditions of any of the Obligations that may be granted by Pledgee, to the release of the Collateral or any part thereof with or without substitution, and to the release, substitution or addition of any parties primarily or secondarily liable on any of the Obligations. Notice of any of the above is hereby waived by Pledgor.

This Agreement is in addition to and not in substitution of any other guaranties or collateral given by any parties or persons.

Any waiver by Pledgee of any default hereunder shall not be a waiver of any other default or of the same default on a future occasion.

10. TERM OF AGREEMENT. This Agreement is a continuing agreement, and all rights, powers and remedies hereunder shall apply to all present and future Obligations of Pledgor to Pledgee, notwithstanding the insolvency of SMS or Pledgor and shall continue in full force until all of the Obligations shall have been paid in full. The power of sale and other rights and remedies granted to Pledgee hereunder may be exercised, even though suit on the Obligations may be barred by any statute or limitations applicable thereto.

Upon performance and fulfillment of all obligations and payment in full of the Note, the Collateral, together with the stock powers in blank, shall be returned to Pledgor.

IN WITNESS WHEREOF, this instrument has been executed on the

day and year first above written at Brevard County, Florida.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Rosemary L. Stermer  
Witness Signature

Rosemary L. Stermer  
Print Witness Name

[Signature]  
Witness Signature

MARIE A. TOBER  
Print Witness Name

PLEDGOR:

PETRUS GROUP, L.P., a Kansas  
Limited Partnership

By: PETRUS CORP., a Kansas  
corporation, as General  
Partner,

By: [Signature]  
ROY R. BAKER, Senior Vice  
President

STATE OF KANSAS

COUNTY OF SEDGWICK

THE FOREGOING INSTRUMENT was acknowledged before me this  
31st day of December, 1996, by ROY R. BAKER, as Senior Vice  
President of PETRUS CORP., a Kansas corporation, as General  
Partner of PETRUS GROUP, L.P., a Kansas Limited Partnership, who  
is personally known to me, or who produced \_\_\_\_\_  
as identification, and who did take an oath.

[Signature]  
Notary Public

Laurie A. Brower  
Print Notary Public Name

My Commission Expires:



PLEDGEE:

AQUARINA DEVELOPMENTS, INC.,  
a Florida corporation

By: [Signature]  
JAMES H. BATES,  
Vice President

[Signature]  
Witness Signature

Timothy M. Williams  
Print Witness Name

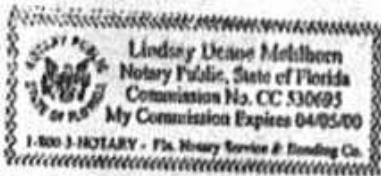
[Signature]  
Witness Signature

Lindsay Mehlhaen  
Print Witness Name

STATE OF FLORIDA

COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 30  
day of December, 1996, by JAMES H. BATES, as Vice President of  
AQUARINA DEVELOPMENTS, INC., a Florida corporation, who is  
personally known to me, or who produced \_\_\_\_\_  
as identification, and who did take an oath.



[Signature]  
Notary Public

LINDSAY DEANE MEHLHAEN  
Print Notary Public Name

My Commission Expires:

EXHIBIT E

STOCK PURCHASE AGREEMENT

THIS AGREEMENT, made this 31st day of December, 1996, between AQUARINA DEVELOPMENTS, INC., a Florida corporation (the "Seller") and PETRUS GROUP, L.P., a Kansas Limited Partnership authorized to do business in the State of Florida (the "Purchaser") (the term "Purchaser" referring in the first instance to the original Purchaser named herein, shall extend to the assigns of such Purchaser, the parties understanding and agreeing that the rights of the Purchaser hereunder are transferable);

RECITALS: The parties have reached an understanding with respect to the sale by the Seller and the purchase by the Purchaser of all the issued and outstanding capital stock (the "Corporation Stock") of Service Management Systems, Inc., a Florida corporation authorized to do business in Florida, engaged in the business of owning and operating a water and sewer utility (the "Corporation").

THEREFORE, IT IS AGREED:

1. SALE OF STOCK. Seller shall sell to the Purchaser at a total purchase price of FIVE HUNDRED NINETY-SEVEN THOUSAND & 00/100 DOLLARS (\$597,000.00), the number of shares of common stock of the Corporation set forth below, opposite his name, and the agreement not to compete herein after provided:

SELLER

SHARES TO BE SOLD

Aquarina Developments, Inc.

10,000

and the Purchaser, in reliance on the representations and warranties of the Seller contained in this instrument and subject to its terms and conditions, shall purchase those shares from the Seller, respectively, at that purchase price.

2. CLOSING. The closing shall be effective as of the close of business on December 31, 1996. At the closing, the Seller shall deliver to the Purchaser, free and clear of all encumbrances, certificates for the shares to be sold by them, in negotiable form, with all requisite stock transfer stamps attached. Upon that delivery, the Purchaser, subject to the terms and conditions of this Agreement, shall deliver to each Seller the Promissory Note hereinafter provided.

3. PAYMENT OF PURCHASE PRICE.

A. CONSIDERATION. As consideration for the purchase and sale of the Corporation's Stock, pursuant to this

Agreement, the Purchaser shall pay to the Seller the sum of Five Hundred Ninety-Seven & No/100 Dollars (\$597,000.00), such total consideration to be referred to in this Agreement as the "Purchase Price." As consideration for the purchase and sale of the corporation's stock, pursuant to this Agreement, the Seller shall excuse Service Management Systems, Inc. from repayment of loans and funds advanced as of the date of this Agreement.

B. PAYMENT. The Purchase Price shall be paid as follows:

The Purchase Price shall be paid in the following manner:

Delivery, at closing, of a Promissory Note to Seller in the amount of FIVE HUNDRED NINETY-SEVEN THOUSAND & 00/100 DOLLARS (\$597,000.00), bearing interest at the rate of six percent (6%) per annum, providing monthly payments of principal and interest based on a fifteen (15) year amortization.

In the event that Purchaser assigns his rights under this Agreement, then Purchaser shall remain personally liable on the Promissory Note.

C. DEFAULT. In the event of a default by Purchaser in the payment of any installment of the promissory note, the covenants and conditions of this Agreement, or the Security Agreement, Seller may declare all indebtedness under the promissory notes to be immediately due and payable and may proceed to enforce payment of same and exercise any and all rights and remedies provided by the Uniform Commercial Code as well as other rights and remedies either at law or in equity and under the Pledge Agreement (hereinafter defined). Seller may sell, assign, transfer all or any part of the collateral in such manner, at such price and on such terms and conditions as Seller in their sole and absolute discretion may determine. Seller or the Corporation may purchase any or all of, the collateral, apply any unpaid indebtedness on account thereof, and have a claim against Purchaser for the balance of such indebtedness in addition to any and all other remedies available to them at law or in equity.

D. VOTING. It is understood and agreed that the Purchaser shall have all voting rights for the shares of



stock whatsoever.

4. REPRESENTATIONS AND WARRANTIES OF Seller. Seller jointly and severally hereby warrant and represent:

A. ORGANIZATION. Service Management Systems, Inc. (the "Corporation") is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the corporate power and authority to carry on its business as it is now being conducted. A true and correct copy of (i) its Certificate of Incorporation and all amendments thereof to date certified by the Secretary of State of the State of Florida, and (ii) its By-Laws as now in effect, will be delivered by Seller to the Purchaser at closing. The Corporation's minute books will be made available to the Purchaser and its representatives at any reasonable time or times prior to the Closing for inspection and will be complete and correct as of the date of any such inspection.

B. CAPITALIZATION. The authorized capital stock of the Corporation consists of Ten Thousand (10,000) shares of no par value common stock.

C. RESTRICTIONS ON STOCK.

(1) Neither the Corporation nor Seller are parties to any agreement, written or oral, creating rights in respect of the Corporation Stock in any third person or relating to the voting of the Corporation Stock.

(2) Seller is the lawful owner of all the issued and outstanding stock of the corporation free and clear of all security interests, liens, encumbrances, equities and other charges; and

(3) There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating stock of the Corporation, nor are there any securities convertible into such stock.

D. SUBSIDIARIES. The Corporation has no subsidiaries.

E. AUTHORITY RELATIVE TO THIS AGREEMENT. Except as

otherwise stated herein, the Seller has full power and authority to execute this Agreement and carry out the transactions contemplated by it and no further action is necessary by the Seller to make this Agreement valid and binding upon Seller and enforceable against it in accordance with the terms hereof, or to carry out the actions contemplated hereby. The execution, delivery and performance of this Agreement by the Seller will not (i) constitute a breach or violation of the Corporation's Certificate of Incorporation, By-Laws, or of any law, agreement, indenture, deed of trust, mortgage, loan agreement or other instrument to which it is a party, or by which it is bound; (ii) constitute a violation of any order, judgment or decree to which it is a party or by which its assets or properties is bound or affected; or (iii) result in the creation of any lien, charge, or encumbrance upon its assets or properties, except as stated herein.

F. FINANCIAL STATEMENT. The Seller has delivered to the Buyer copies of financial statements, all of which are true and complete and have been prepared in accordance with generally accepted accounting principals, consistently followed throughout the periods indicated.

G. ABSENCE OF UNDISCLOSED LIABILITIES. Except to the extent reflected or reserved against in the Corporation's balance sheet of October 31, 1996, the Corporation as of that date had no liabilities of any nature, whether accrued, absolute, contingent or otherwise, including without limitation tax liabilities due or to become due, and whether incurred in respect of or measured by the Corporation's income for any period prior to October 31, 1996, or arising out of any transactions entered into or any state of facts existing prior to that date. Seller represents and warrants that it does not know or have reasonable grounds to know of any basis for the assertion against the Corporation, as of December 31, 1996, of any liability of any nature or in any amount not fully reflected or reserved against in the balance sheet as of October 31, 1996.

H. ABSENCE OF CERTAIN CHANGES. Since October 31, 1996, there has not been (i) any change in the Corporation's financial condition, assets, liabilities or business, other than changes in the ordinary course of business, none of which has been materially adverse; (ii) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the Corporation's properties or business; (iii) any declaration or setting

aside or payment of any dividend or other distribution in respect of the Corporation's capital stock; (iv) any increase in the compensation payable or to become payable by the Corporation to any of its officers, employees or agents, or any bonus payment or arrangement made to or with any of them; (v) any labor trouble or any event or condition of any character materially or adversely affecting the Corporation's business or prospects; or (vi) any notice that the Corporation will incur or should incur any extraordinary or nonrecurring expense in excess of FIVE THOUSAND DOLLARS (\$5,000.00).

I. TAX MATTERS. The corporation has timely prepared and filed all federal, state and local tax returns and reports as are and have been paid in full.

J. LITIGATION. The Corporation is not a party to any litigation proceeding or administrative investigation and to the best knowledge of Seller none is pending or threatened against the Corporation or its properties.

K. PROPERTIES. The Corporation has good and merchantable title to all of its properties and assets real and personal, tangible and intangible. At closing, such properties and assets will be subject to no mortgage, security interest encumbrance or charge, secured or unsecured.

L. CONTRACTS. The Corporation has no presently existing contract or commitment extending beyond June 30, 1997, or involving payment by the Company of more than Twenty Thousand Dollars (\$20,000.00). The Corporation has complied with all of the provisions of those instruments and all other contracts and commitments to which it is a party, and is not in default under any of them.

M. STOCK RESTRICTIONS. The stock is non-transferrable until Seller has been paid in full amounts due under the Purchase Money Note and Purchaser agrees to forego any dividend payments until the Purchase Money Note has been fully satisfied.

N. DIRECTORS AND OFFICERS; COMPENSATION; BANKS. The Seller has delivered to the Purchaser a true and complete list as of the date of this Agreement, certified by the Corporation's Treasurer, showing:

- (1) The name of all of the Corporation's

directors and officers, employees, and independent contractors;

(2) The names of all persons and compensation received from the Corporation for the year 1996;

(3) The name of each bank in which the Corporation has an account, or safe deposit box, and the names of all persons authorized to draw on or to have access to them; and

(4) The names of all persons holding powers of attorney from the Corporation, and a summary statement of their terms.

0. DISCLOSURE. No representation or warranty by the Seller in this Agreement, nor any statement or certificate furnished or to be furnished to the Purchaser, pursuant to it, or in connection with the transaction contemplated by it, contains or will contain any untrue statement or a material fact, or omits or will omit to state a material fact necessary to make the statements contained in it not misleading.

5. ACCESS AND INFORMATION. The Seller has caused the Corporation to give to the Purchaser and to the Purchaser's counsel, accountants, engineers and other representatives full access, throughout the period prior to the closing, to all of the Corporation's properties, books, contracts, commitments and records, and has furnished the Purchaser during that period all information concerning the Corporation's affairs as the Purchaser requested.

6. FURTHER REQUIREMENTS ON CLOSING. At the Closing:

AGENTS AND COMPANY PERSONNEL. The Seller shall make available to the Purchaser, unless otherwise requested by it, the resignations of the Corporation's directors and officers, and shall take, or cause to be taken, such action as the Purchaser may request with respect to the change in directors and officers.

7. CONDITIONS PRECEDENT. All obligations of the Purchaser under this Agreement are subject to the fulfillment prior to the closing of each of the following conditions:

A. REPRESENTATIONS AND WARRANTIES TRUE AT CLOSING. The Seller's representations and warranties contained in

this Agreement shall be true at the time of closing as though those representations and warranties were made at that time.

B. PERFORMANCE. The Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them prior to, or at, the closing.

8. EXPENSES. Each of the parties hereto shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of its counsel and its certified public accountants and other experts.

9. BROKER. Each of the parties to this Agreement represents and warrants, each to the other, that no broker is involved in this Agreement. Each of the parties agrees to indemnify the other party against and hold them harmless from any and all liabilities to any person, firm, or corporation claiming any broker's or finder's fee or commission of any kind, on account of services rendered on behalf of such party in connection with the transactions contemplated by this Agreement save and except for the above named Brokers who will be paid by Seller in accordance with a separate Agreement.

10. NOTICES. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, to each party at the following addresses:

as to Seller:

Aquarina Developments, Inc.  
235 Hammock Shore Drive  
Melbourne Beach, FL 32951

as to Purchaser:

Petrus Group, L.P.  
800 East 22nd Street North, Building 500  
Wichita, Kansas 67226

or to such other address as such party shall have specified by notice in writing to the other party.

11. SECTION AND OTHER HEADINGS. The section and other

headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12. PLEDGE AGREEMENT. As security for Purchaser's performance hereunder, Seller shall execute and deliver at closing the Stock Pledge Agreement attached hereto as Exhibit A.

13. REPURCHASE. In the event the stock transfer contemplated hereby is disallowed by the Florida Public Service Commission, the transaction shall be rescinded. Seller will redeliver the Promissory Note (but not any payments made thereunder) to Purchaser and Purchaser shall return the stock, endorsed to Seller, to Seller. Seller agrees to pay any administrative charge or fine in the event of disallowance.

14. MISCELLANEOUS.

A. This Agreement shall not become effective until it has been executed by all of the parties hereto, but shall be dated for purposes hereof as of the date and year first above written.

B. This Agreement shall be construed under the laws of the State of Florida.

C. Time is of the essence.

D. This Agreement shall be binding upon and inure to the benefit of, respectively, the parties, their successors, legal representatives, grantees and assigns, as applicable and appropriate, of all parties of this Agreement.

E. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

F. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

G. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered,

shall be an original, but each counterpart shall together constitute one and the same instrument.

H. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of this Agreement, the non-prevailing party will be liable for all reasonable attorneys' fees, travel expenses, deposition costs, expert witness expenses and fees and any other cost of whatever nature reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution or defense of such action, or in any post judgment or collection proceedings, plus court costs. In the event it becomes necessary for either party to institute, defend, appear or attend any Bankruptcy proceedings as a result of the filing of Bankruptcy proceedings or by against the other party, all fees and expenses as delineated above incurred shall be borne by such party and shall become an additional amount due or a set-off against the amounts due under the terms of this Agreement. If either party files a bankruptcy proceeding or has a bankruptcy proceeding filed against it the other party shall be entitled to recover all attorneys' and expert witness fees incurred in connection with any bankruptcy proceeding, hearing or trial.

I. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

J. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements; there are no other agreements, representations or warranties not set forth herein.

K. All notices, requests, demands and other communications required or permitted to be given hereunder

shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first class, postage prepaid, addressed to the party entitled to the receipt of such notice at the address contained in the preamble of this Agreement. Either party may change his address for purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

L. The executory provisions of this Agreement and all representations and warranties shall survive the consummation of the transactions contemplated by the Agreement.

M. The parties hereto reserve the right to amend this Agreement by a document in writing, which amendment may alter the rights of the parties under this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by parties hereto, all on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

[Signature]  
Witness Signature

[Signature]  
Print Witness Name

[Signature]  
Witness Signature

[Signature]  
Print Witness Name

Rosemary L. Stermer  
Witness Signature

Rosemary L. Stermer  
Print Witness Name

[Signature]  
Witness Signature

[Signature]  
Print Witness Name

**SELLER:**

AQUARINA DEVELOPMENTS, INC.,  
a Florida corporation

By: [Signature]  
JAMES H. BATES,  
Vice President

**PURCHASER:**

PETRUS GROUP, L.P., a Kansas  
Limited Partnership

By: PETRUS CORP., a Kansas  
corporation, as General  
Partner

By: [Signature]  
ROY R. BAKER, as Senior  
Vice President



EXHIBIT F

*Petrus Group, L.P.  
8100 E. 22<sup>nd</sup> Street North, Building 500  
Wichita, KS 67226*

Statement

We feel that the transfer of all of the outstanding common shares of this utility to the Petrus Group, L.P. is in the public interest because the Petrus Group, L.P. has purchased the assets of the original developer in the Aquarina project which is served by this utility. Therefore, no one could have a stronger self interest than the Petrus Group in assuring that the utility continue to provide quality service to its customers.

Petrus Group, L.P. has no direct experience in the operation of water and sewer utilities but intends on keeping in place James Bates, the President of Service Management Systems, Inc. who has directed the operation of this utility even before this utility became subject to Florida Public Service Commission regulation in approximately 1990. Also, the bookkeeping and daily administration will continue to be performed by Patricia Hartwell.


Petrus Group, L.P. has fully investigated the financial operation of this utility and determined that the utility is currently operating in a positive cash flow position and that the cash flow generated internally by this utility is sufficient to meet the needs of the utility to insure continued quality service to its customers.

Petrus Group will fulfill the commitments, obligations and representations of Aquarina Developments, Inc. (the Seller) with regards to utility matters.

PETRUS GROUP, L.P.

By: Petrus Corporation  
(doing business in Florida as Petrus Realty Corporation)  
Its General Partner

By:

  
\_\_\_\_\_  
John R. Morse  
Senior Vice President and General Counsel/Secretary

PROMISSORY NOTE

\$597,000.00

Brevard County, Florida  
December 31, 1996

FOR VALUE RECEIVED, the undersigned, as Maker, promises to pay to the order of AQUARINA DEVELOPMENTS, INC., a Florida corporation, the principal sum of FIVE HUNDRED NINETY-SEVEN THOUSAND (\$597,000.00) DOLLARS, together with interest thereon from the date hereof until maturity at the rate of SIX PERCENT (6%) PER ANNUM, on the balance from time to time outstanding. Said principal and interest shall be payable in lawful money of the United States of America at 235 Hammock Shore Drive, Melbourne Beach, Florida 32951, or at such other place as may hereafter be designated by written notice from the holder (the "Holder") of this instrument to the Maker, on the dates and in the manner following:

Equal quarterly payments of principal and interest in the amount of \$15,159.88 per month, commencing April 1, 1997, and continuing on the first day of each quarter thereafter, fully amortized over a term of fifteen (15) years, with the entire principal balance, plus accrued interest, due and payable on January 1, 2012.

Principal and any accrued interest due hereunder may be prepaid or paid in advance, in whole or in part, at any time without premium or penalty.

Failure of Maker to pay any installment of principal or interest as required herein on the date upon which such payment becomes due shall constitute a default hereunder. Any default or event which by the terms of any loan agreement or other document executed in connection herewith constitutes a default thereunder shall also constitute a default hereunder. In the event of any such default, the Holder of this Note may, at its option, after a fifteen (15) day grace period, declare all unpaid indebtedness evidenced by this Note and any modifications hereof immediately due and payable without notice. Failure at any time to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. In the event of the acceleration of this Note by reason of default, any unearned interest on the principal precipitated to maturity will be eliminated.

While in default and if unpaid after maturity, the outstanding principal shall bear interest at the highest lawful rate, payable monthly on the first day of each month thereafter. In the event that there is no limitation on the rate of interest that may be charged to Maker, eighteen (18%) percent per annum shall be deemed to be the highest lawful rate. Should it become necessary to collect this Note through an attorney, then all parties hereto, whether as Maker, endorser or guarantor, each jointly and severally agree to pay all costs of collecting this Note, including reasonable attorney's fees and appellate attorney's fees, whether collected by suit or otherwise.

From time to time, this Note may be extended or renewed in whole or in part and/or the rate of interest hereon may change as herein provided, or fees in consideration of loan extensions may be imposed and any related right or security therefor may be waived, exchanged, surrendered, in part or in whole, or otherwise dealt with and any of the acts mentioned in this Note may be done, without notice to and without affecting the liability of the Maker, endorsers and guarantors, each of whom agrees to remain liable under this Note until the debt represented hereby is actually paid in full to the Holder hereof. The release of any party liable upon or in respect of this Note shall not release any other such party. Each of the guarantors and endorsers and the Maker hereby waives presentment, demand for payment, protest and notice of nonpayment and of protest and any and all other notices and demands whatsoever.

Maker shall pay to the Holder hereof a late charge equal to five (5%) percent of any amount not received by the Holder hereof within ten (10) days after such amount is due, irrespective of the length of any grace period of longer duration provided herein or in any documents executed in connection herewith or collateral hereto.

This Promissory Note shall be due and payable in full upon the termination of the partnership or sale of the partnership interest.

Notwithstanding any provisions in this Note or in any instrument now or hereafter relating to or securing the within indebtedness, in the event that the total liability for payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions or other sums which may at any time be deemed to be interest, shall, for any reason whatsoever, result in an effective rate of interest which for any interest payment period exceeds

the limit imposed by the usury laws of the jurisdiction governing this Note, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, amongst or to any of the parties hereto, be applied to the reduction of principal upon receipt of such sums by the Holder hereof, with the same force and effect as though the Maker had specifically designated such excess sums to be so applied to the reduction of principal and the Holder had agreed to accept such sums as a premium-free prepayment of principal; provided, however, that the Holder of this Note may, at any time and from time to time, elect, by notice in writing, to waive, reduce or limit the collection of any sums in excess of those lawfully collectible as interest rather than accept such sums as a prepayment of principal.

This Note, and any other document or agreement executed in connection with this loan, shall be governed and interpreted solely in accordance with the laws of the State of Florida.


Wherever used herein, the terms "Holder," "Maker" and "Payee" shall be construed in the singular or plural as the context requires or permits. If Maker consists of more than one person or entity, the liability of each person or entity comprising the Maker shall be joint and several.

This Note may not be changed or discharged orally, but only in writing signed by the party who is the owner and Holder of this Note.

MAKER:

PETRUS GROUP, L.P., a Kansas  
Limited Partnership

By: PETRUS CORP., a Kansas corporation, as  
General Partner

By:   
Roy R. Baker, Senior Vice President

Maker's Address:

800 East 22nd Street North  
Building 500  
Wichita, Kansas 67226

f:\usr\wp\rlb\aquarina\petrus\evamgmt.nlc

EXHIBIT 6

*Petrus Group, L.P.  
8100 E. 22<sup>nd</sup> Street North, Building 500  
Wichita, KS 67226*

Statement

Petrus Group, L.P. is purchasing the outstanding common shares of Service Management Systems, Inc. from Aquarina Developments, Inc. for \$597,000 financed by means of a \$597,000 purchase money promissory note.

PETRUS GROUP, L.P.

By: Petrus Corporation  
(doing business in Florida as Petrus Realty Corporation)  
Its General Partner

By:


  
\_\_\_\_\_  
John R. Morse  
Senior Vice President and General Counsel/Secretary

EXHIBIT H

*Petrus Group, L.P.  
8100 E. 22<sup>nd</sup> Street North, Building 500  
Wichita, KS 67226*

Statement

The purchase of the shares of Service Management Systems, Inc. is being funded in full by the seller Aquarina Developments, Inc. The purchase price of \$597,000 is being fully funded by the seller. There are no existing financial agreements between Aquarina Developments, Inc. and the utility (Service Management Systems, Inc.).

Attached is a copy of the purchase money promissory note utilized in this purchase.

PETRUS GROUP, L.P.

By: Petrus Corporation  
(doing business in Florida as Petrus Realty Corporation)  
Its General Partner

By:


  
\_\_\_\_\_  
John R. Morse  
Senior Vice President and General Counsel/Secretary

EXHIBIT I

*Petrus Group, L.P.*  
*8100 E. 22<sup>nd</sup> Street North, Building 500*  
*Wichita, KS 67226*


Statement

After reasonable investigation and reliance on a recent engineering review completed by the firm of Post, Buckley, Schuh & Jernigan, Inc. the system appears to be in reasonable condition to the best of our knowledge. We are not aware of conditions at the utility that do not meet the conditions of the Florida Department of Environmental Protection.

PETRUS GROUP, L.P.

By: Petrus Corporation  
(doing business in Florida as Petrus Realty Corporation)  
Its General Partner

By:

  
\_\_\_\_\_  
John R. Morse  
Senior Vice President and General Counsel/Secretary

**APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL**

(Pursuant to Section 367.071, Florida Statutes)

DEPOSIT TREAS. REC. DATE

D443 4444444444 JAN 21 '97

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

The undersigned hereby makes application for the transfer of the majority organizational control of AQUARINA DEVELOPMENTS, INC. \* utility operating under Water Certificate No. 517 and/or Wastewater Certificate No. 450 located in Brevard County, Florida, and submits the following information:

**PART I APPLICANT INFORMATION**

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

AQUARINA DEVELOPMENTS, INC.  
Name of utility  
( 407 ) 723-2522 ( 407 ) 725-0804  
Phone No. Fax No.  
235 Hammock Shore Drive  
Office street address

97  
JAN 21 4 6 21

**SERVICE MANAGEMENT SYSTEMS INC.**

235 Hammock Shore Dr.  
Melbourne Beach, FL 32951  
Ph. 407-723-2522

1045

Pay to the Order of STATE OF FLORIDA PUBLIC SERVICE COMMISSION - DIV. OF WATERWASTEWATERS 1/14 1997 \$ 1500.00

**THE SUM I 5 0 0 D O L L A R S 0 0 C T S**

Dollars

**SUNTRUST**

SunTrust Bank, Central Florida, N.A.  
Gateway Office (407) 629-4798  
Indian Harbour Beach, FL

For TRANSFER - WATER AND WASTEWATER

*Pat Hartwell*