

APPLICATION FOR AMENDMENT OF CERTIFICATE
(EXTENSION)

DEPOSIT
D144

DATE |
JUN 01 1999

(Pursuant to Section 367.045, Florida Statutes)

990698-WU

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

The undersigned hereby makes application for amendment of
Water Certificate No. 419-W to ADD (add or delete)
territory located in Marion County, Florida, and
submits the following information:

PART I APPLICANT INFORMATION

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

Residential Water Systems, Inc.
Name of utility

(352) 622-4949 (352) 732-4366
Phone No. Fax No.

1732 NE 25th Ave
Office street address

Ocala FL 34470
City State Zip Code

P.O. Box 5220 Ocala, FL 34478-5220
Mailing address if different from street address

Altphone.charlie@hitter.net
Internet address if applicable

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

Charles deMenzes (352) 622-4949
Name Phone No.

1732 NE 25th Ave
Street address

Ocala FL 34470
City State Zip Code

PART II NEED FOR SERVICE

- A) Exhibit A - If the applicant is requesting an extension of territory, a statement regarding the need for service in the proposed territory, such as anticipated development in the proposed service area.

- B) Exhibit N/A - If the applicant is requesting a deletion of territory, a statement specifying the reasons for the proposed deletion, demonstrating that it is in the public interest and explaining the effect of the proposed deletion on the ability of any customer, or potential customer, to receive water and/or wastewater service, including alternative source(s) of service.

- C) Exhibit B - A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs, or, if not, a statement demonstrating why granting the amendment would be in the public interest.

PART III SYSTEM INFORMATION

A) WATER

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

- (2) Exhibit D - A statement describing the capacity of the existing lines, the capacity of the existing treatment facilities, and the design capacity of the proposed extension.

- (3) Exhibit N/A - The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.

- (4) Exhibit E - A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (5) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted.
- (6) Exhibit F - Evidence the utility owns the land where the water facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

B) **WASTEWATER**

- (1) Exhibit N/A - A statement describing the capacity of the existing lines, the capacity of the existing treatment and disposal facilities, and the design capacity of the proposed extension.
- (2) Exhibit N/A - The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.
- (3) Exhibit N/A - If the utility is planning to build a new wastewater treatment plant, or upgrade an existing plant to serve the proposed territory, provide a written description of the proposed method(s) of effluent disposal.
- (4) Exhibit N/A - If (3) above does not include effluent disposal by means of reuse, provide a statement that describes with particularity the reasons for not using reuse.

(5) Exhibit N/A - A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.

(6) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted.

N/A

(7) Exhibit N/A - Evidence the utility owns the land where the wastewater facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

PART IV FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit G - A statement as to the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service.

B) Exhibit H - A detailed statement regarding the proposed method of financing the construction, and the projected impact on the utility's capital structure.

C) Provide the number of the most recent Commission order establishing or amending the applicant's rates and charges. PSC-98-1152-FOF-WU

D) Exhibit I - A statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.

PART V TERRITORY DESCRIPTION AND MAPS

A) TERRITORY DESCRIPTION

Exhibit J - An accurate description of the territory proposed to be added or deleted, using township, range and section references as specified in Rule 25-30.030(2), F.A.C. If the water and wastewater territory is different, provide separate descriptions.

B) TERRITORY MAPS

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

C) SYSTEM MAPS

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

PART VI NOTICE OF ACTUAL APPLICATION

A) Exhibit M - 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 are located within the county in which 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 that hold 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 N/A - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit N - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART VII FILING FEE

Indicate the filing fee enclosed with the application:

\$ 200.00 (for water) and/or \$ N/A (for wastewater).

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

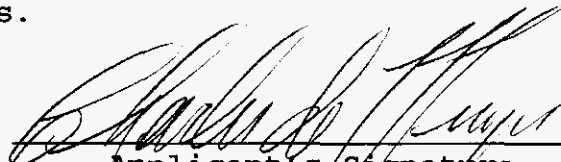
- (1) For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERCs, the filing fee shall be \$100.
- (2) For applications in which the area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, the filing fee shall be \$200.
- (3) For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, the filing fee shall be \$500.
- (4) For applications in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, the filing fee shall be \$1,000.
- (5) For applications in which the area to be extended or deleted has the proposed capacity to serve from 2,001 to 4,000 ERCs, the filing fee shall be \$1,750.
- (6) For applications in which the area to be extended or deleted has the proposed capacity to serve more than 4,000 ERCs, the filing fee shall be \$2,250.

PART VIII TARIFF AND ANNUAL REPORTS

- A) Exhibit O - An affidavit that the utility has tariffs and annual reports on file with the Commission.
- B) Exhibit P - The original and two copies of proposed revisions to the utility's tariff(s) to incorporate the proposed change to the certificated territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (The rules and sample tariff sheets are attached.)

PART IX AFFIDAVIT

I Charles deMenzes, President (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.


BY: 
Applicant's Signature
Charles deMenzes
Applicant's Name (Typed)
President
Applicant's Title *

Subscribed and sworn to before me this 27th day
of MAY 1999 by Charles deMenzes
who is personally known to me X or produced identification

Type of Identification Produced



Robert C. Hipke
MY COMMISSION # CCR21427 EXPIRES
March 28, 2003
BONDED THRU TROY FAIN INSURANCE, INC.


Notary Public's Signature

Print, Type or Stamp Commissioned
Name of Notary Public

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

APPLICATION FOR AMENDMENT OF CERTIFICATE
(EXTENSION)

(Section 367.045, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on May 27, 1999, pursuant to Section 367.045, Florida Statutes, of the application of Residential Water Systems, Inc. to amend its Water Certificate No. 419-W to add territory in Marion County, Florida as follows:

SEC 35 TWP 15 S RGE 22 E

BEG AT THE NE COR OF SW ¼ OF SE ¼ TH W ALONG N BDY OF SW ¼ OF SE ¼ 629.17 FT TO ELY ROW OF BUFFINGTON RD TH S26-30-07W ALONG ROW 344.78 FT TH E 783.69 FT N 308.30 FT TO POB Parcel No. 31319-000-17

SE ¼ OF THE SE ¼ Parcel No. 31368-000-00

SEC 2 TWP 16 S RGE 22 E

NE ¼ OF THE NE ¼ Parcel No. 35800-018-00

N ½ SE ¼ OF THE NE ¼ Parcel No. 35800-019-00

N ½ OF NW ¼ OF THE NE ¼ EX W 30 FT FOR RD Parcel No. 35800-019-01

S134.5' OF E 248 FT OF N ½ OF SE ¼ OF NE ¼ NW ¼ EX E 30 FT FOR RD ROW
Parcel No. 35803-020-01

S 439 FT OF THE E ½ OF THE NE ¼ OF THE NW ¼ EX E 30 FT FOR RD ROW
Parcel Nos. 35803-000-00 & 35803-006-00

THE E ½ OF THE SE ¼ OF THE NW ¼ EX E 30 FT FOR RD ROW
Parcel Nos. 35803-005-00, 004-00, 003-00 & 002-01

THAT PORTION OF THE NE ¼ OF THE SW ¼ LYING N AND E OF WINEBERRY SUBDIVISION AS RECORDED IN PLAT BOOK 1
P.136, P.R.M.C.
Parcel Nos. 35804-002-00, 003-00, 003-01 & 35808-000-00, 35808-001-00, 002-00, 003-00

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Residential Water Systems, Inc
P.O. Box 5220
Ocala, FL 34478-5220

NAME OF COMPANY Residential Water Systems, Inc.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 419-W

COUNTY - Marion

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
12842	01/04/84	830436-W	Original
14554	07/10/85	840284-WU	Amended
PSC-96-0165- FOF-WU	03/29/96	950907-WU	Amended
PSC-98-1152- FOF-WU	08/25/98	961310-WU	Transfer of Majority Organizational Control

(Continued to Sheet No. 3.1)

Charles deMenzes
ISSUING OFFICER

President
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

HIGH POINTE SUBDIVISION

TOWNSHIP 16 SOUTH - RANGE 22 EAST

SECTION 2

COMMENCE AT THE SOUTHWEST CORNER OF SOUTHEAST ¼ OF SAID SECTION 2 AT A POINT ON THE CENTERLINE OF SOUTHEAST 41ST COURT THEN SOUTH 89 DEGREES 54 MINUTES 08 SECONDS EAST ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 2 A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING. THEN CONTINUE ALONG THE SAID BOUNDARY ON SAID BEARING A DISTANCE OF 269.78 FEET TO A POINT ON SAID BOUNDARY THEN NORTH 38 DEGREES 33 MINUTES 30 SECONDS EAST A DISTANCE OF 665.96 FEET, THEN NORTH 51 DEGREES 26 MINUTES 30 SECONDS WEST A DISTANCE OF 600.00 FEET, THEN NORTH 38 DEGREES 33 MINUTES 30 SECONDS EAST A DISTANCE OF 600.00 FEET, THEN SOUTH 51 DEGREES 26 MINUTES 30 SECONDS EAST A DISTANCE OF 600.00 FEET, THEN NORTH 38 DEGREES 33 MINUTES 30 SECONDS EAST A DISTANCE OF 2143.08 FEET, THEN NORTH 89 DEGREES 48 MINUTES 19 SECONDS WEST A DISTANCE OF 2426.19 FEET, THEN SOUTH 00 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 2657.15 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 660 FEET OF THE NE ¼.
A/K/A SUNTREE SUBDIVISION

AND

THE NW ¼ OF SE ¼ OF NE ¼ AND SW ¼ OF NW ¼ OF NE ¼
A/K/A COUNTRY ESTATES BUFFINGTON ADDITION SUBDIVISION.

AND

THE N ½ OF SW ¼ A/K/A WINEBERRY SUBDIVISION.

AND

SECTION 11

THE NW ¼ OF THE SE ¼ LESS THE SOUTH 330 FEET A/K/A EDGEWOOD SUBDIVISION

(Continued to Sheet No. 3.2)

Charles deMenzes
Issuing Officer

President
Title

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

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SE ¼ OF THE SE ¼ Parcel No. 31368-000-00

SEC 2 TWP 16 S RGE 22 E

NE ¼ OF THE NE ¼ Parcel No. 35800-018-00

N ½ SE ¼ OF THE NE ¼ Parcel No. 35800-019-00

N ½ OF NW ¼ OF THE NE ¼ EX W 30 FT FOR RD Parcel No. 35800-019-01

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Parcel Nos. 35804-002-00, 003-00, 003-01 & 35808-000-00, 35808-001-00, 002-00, 003-00

Charles deMenzes
Issuing Officer

President
Title

NAME OF COMPANY RESIDENTIAL WATER 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>
MARION	HIGH POINTE SUB	YES	13.0
MARION	SUNTREE SUB	YES	13.0
MARION	EDGEWOOD SUB	YES	13.0
MARION	WINEBERRY SUB	YES	13.0
MARION	COUNTRY ESTATES	YES	13.0
	BUFFINGTON ADD.		

Charles deMenzes
Issuing Officer

President
Title

NEED FOR SERVICE

Exhibit A: Residential Water Systems, Inc. has been requested to provide service by Developers as shown by Water Utilities Agreement in Exhibit J.

Exhibit B: To the best of the applicant's knowledge, the provision of service will be consistent with the water section of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs.

SYSTEM INFORMATION

Exhibit C: The proposed type of water service to be provided is potable.

Exhibit D: The capacity of existing lines and the lines to be constructed as well as the capacity of the expanded treatment plant will be sufficient to supply the proposed extension.

Exhibit E: The customers to be served will be single family homes.

Exhibit F: Attached

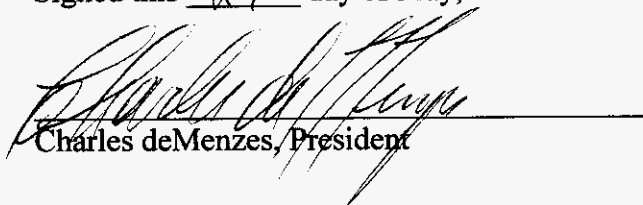
FINANCIAL AND TECHNICAL INFORMATION

Exhibit G: The applicant, Charles deMenzes, currently owns a water and wastewater utility in addition to Residential Water Systems, Inc. The applicant has owned and operated private utilities since 1983 and has the technical and financial ability to render reasonable, adequate and efficient service.

Exhibit H: The applicant has submitted an application to the Department of Environmental Protection for a State of Florida Revolving Loan and the application should be approved shortly. The projected impact on the utilities capital structure will be negligible.

Exhibit I: The projected impact of the extension will not affect the utility's monthly rates and service availability charges.

Signed this 27th day of May, 1999.



Charles deMenzes, President

10.50 Net
.55 ds



The Instrument Prepared by
MARY B. STUBBS
Attorney at Law
1701 S. E. 11 King Street
Ocala Florida 32671

EXHIBIT "F"

Parcel No.: In 35818-000-01

EX 1729060423

S.S.No.:

WARRANTY DEED

Made this 14th day of April, 1991, BETWEEN

WILLIAM A. CARBAUGH, JOSEPH C. LONDON, DORIS ELLZEY and MIKE ELLZEY, as a majority of the surviving trustees of SUN TREE, OCALA, INC., a dissolved Florida corporation, hereinafter called the Grantor, and

RESIDENTIAL WATER SYSTEMS, INC., a Florida Corporation, whose address is 310 S. E. 8th Street, Ocala, Florida 32671, hereinafter called the Grantee:

(Whoever used herein the terms "grantor" and "grantee" include the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

WITNESSETH, That said grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Marion County, Florida, to wit:

Tract "A", SUN TREE, per plat thereof recorded in Plat Book "X", pages 3 and 4, public records of Marion County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

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

Signed, sealed and delivered in the presence of:

[Signature]
As to Carbaugh

[Signature]
WILLIAM A. CARBAUGH

[Signature]
As to London

[Signature]
JOSEPH C. LONDON

[Signature]
As to Doris Ellzey

[Signature]
DORIS ELLZEY

[Signature]
As to Mike Ellzey

[Signature]
MIKE ELLZEY

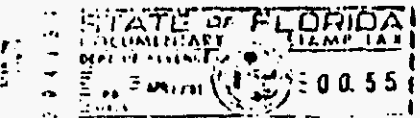
[Signature]
As to Mike Ellzey

[Signature]
As to Mike Ellzey

[Signature]
As to Mike Ellzey

91-021321

91 APR 10 12:53:32



D.S. 45
S.T. _____

Charles R. Tucker
500 NE 8th Ave.
Ocala, FL 32670

This is a transfer
Deed

This instrument, made the 26th day of January

O.R. BOOK 1100 PAGE 1582
D.D. 1984

CHARLES T. FINNEY and NANCY E. FINNEY, as tenants in common,
hereinafter called the grantor*, and RESIDENTIAL WATERSYSTEMS INC., a Florida
Corporation,

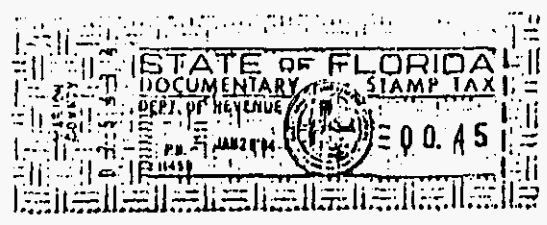
whose mailing address is 1850 S.W. Pine Ave., Ste. 3
Ocala, Fla 32674

hereinafter called the grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of -----TEN (\$10.00)-----
Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is
hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever,
the following described land, situate, lying and being in Marion County, Florida, to-wit:

TRACT "A", HIGHPOINTE SUBDIVISION, as per plat thereof
recorded in Plat Book W, pages 32 and 33, Public Records
of Marion County, Florida.

This is not homestead property or contiguous thereto.



RECORDED
JAN 25 4 35 PM '84
Charles T. Finney

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever. * "Grantor" and "grantee" are used for singular or plural as context requires.
In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence.

Carol A. Wyckoff
Witness No. 1
Catherine M. Wyckoff
Witness No. 2

Charles T. Finney (Seal)
Charles T. Finney
Nancy E. Finney (Seal)
Nancy E. Finney

STATE OF FLORIDA, COUNTY OF MARION.
The foregoing instrument was acknowledged before me this
by

day of January, 1984

Catherine M. Wyckoff
Notary Public - State of Florida at Large
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 2 1984

NOTARY SEAL

This Space for State Documentary Stamp Tax

FOR RECORDERS USE

This Space for Documentary Stm Tax

STATE OF FLORIDA, COUNTY OF MARION.
Filed and recorded _____ in O.R. Book _____ Page _____
Record Verified. Frances E. Thigpin, Clerk of Circuit Court, Marion County, Florida.

By _____ D.C.

Exhibit J

WATER UTILITIES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1999, by and between _____ (hereinafter referred to as "Developer") and Residential Water Systems Inc. (hereinafter referred to as "Utility"):

W I T N E S S :

IN CONSIDERATION of the mutual promises and covenants and other value flowing between the parties and intending to be legally bound, they agree as follows:

BACKGROUND

Developer is the owner of that certain real property described in Schedule A attached and made a part hereof on which it has a planned residential subdivision known as Dalton Woods. Said property is located on the Northeast corner of the intersection of SE 41st Court and on the north side of Country Estates Buffington Addition, located in Marion County, Florida.

Utility is the owner and operator of a water utility system located at the general vicinity of the intersection of SE 41st Court SE 57th Street known as High Point Water Plant.

The parties desire that Developer's real property shall be brought within the franchise area covered by Utility's water system so that Developer's project can be served by Utility's water systems.

IT IS THEREFORE AGREED THAT:

1. Applications. Both parties will cooperate in the filing of all necessary applications by Utility to bring Developer's property within Utility's franchise area. Developer shall provide Utility with all required information produced by Developer's Engineers, agents and employees that is necessary for Utility to make such application. Utility shall promptly apply for and diligently pursue such application on or before June 4, 1999, and Utility shall bear the expense in connection with the application costs to the Florida Public Service Commission.
2. Plans. Developer shall have plans prepared by a qualified engineer for construction of water lines from Developer's project to connect with Utility's existing lines at approximately the intersection of Southeast 41st Court and Southeast 57th Street or other agreed upon connection point.

During the design phase and upon completion thereof, Utility shall periodically review said plans and shall give final approval to the same before any construction is commenced.

3. **Construction.** Upon final approval of the plans by Utility, Developer, at Developers cost and expense, shall construct the necessary water lines from Developer's project to connect with Utility's existing lines. It is contemplated by the parties that said construction would be in the westerly right-of-way of SE 41st Court. The exact location shall be agreed upon before commencement of construction.
4. **On-Site Plans.** Developer will also have a qualified engineer design all portions of the water supply system on Developer's site, and Utility shall have the right to review and approve same. No on-site construction of such facility shall commence until Utility has given final approval thereof.
5. **Conveyance of Facilities.** Upon completion of construction of the water lines from Developer's site to Utility's existing lines, and approval of such lines as constructed, both by the Utility and all appropriate governmental regulatory bodies, then the Developer shall convey said facilities from Developer's property line to the point where they tie into Utility's existing system, free and clear of all encumbrances, to Utility.
6. **Upgrading.** Utility, at it own expense, shall upgrade its water plant to provide service to the proposed subdivision.
7. **Work.** All work to be performed by Developer hereunder shall be done by qualified engineers and contractors, and shall be in accordance with plans and specifications approved by Utility and in conformity with the requirements of all governmental regulatory bodies.
8. **Sizing Facilities.** The facilities to be constructed by Developer from Developer's site to Utility's existing system shall be of such size (8") as will adequately serve Developer's development, as well as that reasonably to be expected from additional property owners in the area who may be expected to tie into such systems.
9. **Developer's Obligations.** All contributors and Developers shall furnish to the Utility accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. Developers who increase their density factors and/or consumption requirements are liable for an adjustment in their total Contribution-in-Aid-of-Construction applicable to Developer's project.

10. **Design and Construction of On-site Facilities.** Contributor shall design and/or construct the on-site facilities provided, however, such design, installation, and construction shall be subject to the prior approval of the Utility.
11. **Transfer of On-site Facilities.** Contributor shall also be responsible for financing of the on-site facilities in such a manner as to permit transfer of ownership and control of the facilities to Utility free and clear of any impediment to the continuous unfettered enjoyment by the Utility. All transfers of the on-site facilities shall be a form reasonably satisfactory to the Utility and shall be accompanied by a satisfactory evidence of ownership free and clear of any liens and encumbrances.
12. **Design by Independent Engineers.** Utility shall recognize the design of water facilities prepared by a professional engineer registered in the State of Florida regularly engaged in the field of engineering, covering the design of developer's on-site water distribution system. Provided, however, that each such design shall be fully subject to the approval of Utility and shall conform in all respects to the criteria of Utility governing the installation of utility facilities ultimately to be accepted by Utility for ownership, operation and maintenance. Utility reserves the right to charge a fee, the actual cost to Utility, for reviewing such engineering plans and furnishing to Developer's engineer, various information regarding location and criteria.
- All designs of water distribution facilities are at all times subject to the approval of other agencies having jurisdiction over such design. Provided, however, that the Utility will establish specifications based upon good engineering and utility construction practices, and shall provide such specifications to developers or their representative. Any such specifications shall be incorporated into the on-site system design and construction of the on-site distribution systems. In the event that such specifications are not incorporated into the on-site system design and construction, the Utility reserves the right to order suspension of further design or construction pending correction of the deficiencies.
13. **Construction of Distribution System.** At such time Developer decides to construct and install or have constructed and installed, the distribution systems, the Developer shall, not less than thirty (30) days prior to commencing construction,

furnish the Utility with a complete copy of the plans and specifications of the proposed on-site distribution system, and a list of proposed underground utility contractors. The Utility shall have twenty (20) days in which to determine the acceptability of the design, plans and specifications furnished to it by the Developer. If the Utility shall object to the design, plans and specifications or any part thereof, construction shall not commence pending the resolution of the Utility's objection.

14. **Qualified Contractors.** It is further provided that the Utility may issue, revise or amend a list of construction contractors who are qualified to construct and install water systems and facilities to the level desired by the Utility. The Utility further reserves the right to reject any construction contractor who the Utility believes or has reason to believe does not perform, construct, or install facilities in accordance with good engineering practices and generally accepted construction practices as practiced by the Utility. The current qualified contractors in Marion County, Florida are a) Hamlet Construction, Inc. b) Belleview Underground, Inc. c) South Marion Underground, Inc. and d) Ocala underground, Inc.
15. **Repairs and Maintenance Prior to Acceptance.** Developer shall be responsible for and make any repairs or replacements as a result of any breakage, vandalism or other damage caused to Developer's proposed on-site distribution system, including, without limitation, meter boxes and Utility's meters, until final acceptance of Developer's on-site distribution system by Utility. After final acceptance of on-site distribution system, Developer shall indemnify and hold Utility harmless for the cost of any repairs for any breakage or other damage to distribution system from time of completion of said distribution system until completion of all roads, paving, drainage and other construction on Developer's property necessary to complete the development. If, within ten (10) days of the receipt of Utility's notice of such breakage or any other damage, developer fails to make timely repairs and corrections, Utility shall have the option to make such repairs or replacements at Developer's cost.
16. **Hold Harmless.** Utility shall not be liable or responsible to Developer as a result of injury to property or persons, which said injury was created by "Force Majure" as employed herein shall be acts of God, strikes, lockouts, or other industrial

disturbances, acts of public enemy, wars, blockades, riots, acts or Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein. Further, in no event shall the Utility be liable to Developer or any customer for any inconsequential, incidental, or punitive damages as a result of injury to property or person, regardless whether said injury was the result of acts of or within the control of Utility or others.

17. **Conveyance without Encumbrance.** Developer shall, in accordance with the terms of this agreement, cause to be constructed and conveyed to utility, free and clear of all encumbrances and at no cost to Utility, the extension of the water distribution system. Developer shall submit to Utility, engineering plans and specifications for the Developer's extension prepared by Developer's engineer, which plans and specifications shall be approved in writing by Utility prior to Developer's undertaking any construction. All construction of Developer's extension shall be done by contractors approved in advance by Utility as competent to perform such work, which said approval should not be arbitrarily withheld. Following conveyance by Developer, developer's extension, additions, repairs and replacements thereto shall at all times remain the sole, complete and exclusive property of the Utility, and the Developer shall have no right or claim in and to the Developer's extension, but the Developer's extension shall be used for providing service to development.
18. **Refusal of Service.** Utility shall have the right to refuse to provide service to the Developer, the right to terminate service to any lot or building within Developer's property, in the event Developer defaults or fails to comply with any of the terms and conditions contained herein in a timely manner, and fails to cure such default or fails to comply within ten (10) days following receipt by Developer of Utility's notice of such default or failure to comply.
19. **Providing Water during Construction.** Utility shall not provide water for construction on an unmetered basis, and the Developer agrees that all charges, including minimum charges for water service, shall be paid from the date of meter installation in accordance with Utility's approved rate schedule. Developer shall not allow any agents, contractors, or subcontractors to

tap, connect or otherwise draw water from any point of the water system except those designated metered supply points installed by the Utility.

20. **Final Conveyance.** Wherein the Utility agrees to accept systems built by others, each contributor (developer, builder, etc.) who has constructed portions of a water distribution system shall convey such component parts of the water distribution system to Utility by bill of sale, in form satisfactory to Utility's attorney, together with such evidence as may be required by Utility that the water system proposed to be transferred to Utility are free and clear of all liens and encumbrances.

PROVIDED, HOWEVER, THAT AT ALL TIMES:

21. **Customer Installation.** Any facilities physically located within the customer's property lines shall not be transferred to Utility and shall remain the property of individual customers, their successors or assigns.
22. **Acceptance of Lines.** Utility shall not be required to accept title to any component part of the water distribution system until Utility has approved the construction of said lines; and water service (other than for construction purposes) is being provided by Utility for a minimum of one bonafide customer other than Developer, Developer's contractor or agent, for whom Utility must operate and maintain Developer's on-site distribution system to provide service; accepted the tests to determine that such construction is in accordance with the criteria established by Utility and thereafter evidenced its acceptance of such lines for Utility's ownership, operation and maintenance.
23. **Cost Records.** Contributor shall maintain accurate records establishing the construction costs of all utility facilities constructed by the contributor. Such costs information shall be furnished to Utility concurrently with the bill of sale, and such cost information shall be a prerequisite for acceptance by Utility of the portion of the water distribution system constructed by the contributor.
24. **As Built Plans.** Contributor shall also supply to the Utility a complete copy of "as built" plans signed by the engineer responsible for construction, and the supplying of such plans will be a prerequisite for the acceptance by the Utility of the portion of the water distribution system constructed.

25. **Acceptance of Facilities.** Prior to Utility accepting facilities constructed by Developer, Developer shall comply with all terms of this agreement and shall:
- Provide to Utility an accounting of the actual cost of the on-site distribution system together with copies of all paid bills and releases of liens received by the Developer, or his agent, in connection with the construction of the on-site water and sewer distribution systems;
 - Furnish Utility with a mylar sepia copy of the "as built" drawings of the Developer's construction of on-site distribution system;
 - Furnish, in form and substance acceptable to Utility, all of the following relating to the Developer's on-site distribution system:
 - a. All permits and governmental approvals obtained by Developer, it's Contractors or agents;
 - b. Engineer's Certifications;
 - c. Bill of Sale with warranties of title;
 - d. Easements pursuant to Paragraph 27;
 - e. As Built drawings certified by Developer's engineer;
 - f. Contractors warranty of workmanship and materials for a period of 2 years following acceptance of facilities by Utility.
26. **Right to Refuse Connection and Service.** Utility reserves the right to refuse connection and to deny the commencement of service to any customer seeking to be connected to portions of the water distribution system until such time as the provisions of this section have been fully met.
27. **Easements and Rights-of-Way.** As a prerequisite to the construction of any water and distribution system proposed to be connected to the facilities by Utility, Contributors shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of the proposed facilities and the master plan of Utility. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to Utility's Attorney. Utility reserves the right to require such easement of right-of-way to the point at which meter is proposed to be installed being the point at which the Utility's facilities join with customer's installation.
28. **Inspections.** The Utility shall have, at all times during the construction, the right to inspect the construction of the

water facilities being built by the contributor, or his agents or employees, as set forth in this agreement.

Such inspection is designed to assure Utility that water lines are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. Utility further reserves the right to be present at tests of component parts of water distribution systems for the purpose of determining that the system, as constructed, conforms to Utility criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by the Developer or Developer's contractor, but only under the direct supervision of Utility's authorized inspector.

29. **Inspection Fees.** Construction of facilities by a contributor (developer), which are to become a part of Utility's system, will be subject to inspection by the Utility. For this service, the Utility may charge an inspection fee, not to exceed \$500.00, based upon the actual cost to the Utility of inspection of facilities constructed by contributor's independent contractors for connection with the facilities of the Utility. Such inspection fee shall be paid by the contributor in addition to all other charges above stated, as a condition precedent to service. A copy of the engineer's statement for inspections will be furnished to contributor upon request.

30. **Extensions outside Certified Territory.** Owners, builders or developers being potential consumers whose property lies outside the Utility's certificated area, may apply to the Utility for the extension of water distribution mains to said property. Property service outside the Utility's territory involves formal notice and formal procedures before Florida Public Service Commission (Chapter 367.061, Florida Statutes), and, therefore, entails engineering, administrative, and legal expenses in addition to costs incurred by the Utility in providing service within its territory. The Utility will further make such extensions outside the territory only if the extension and treatment plant reservation or expansion to serve such extensions is economically feasible as determined by a competent engineering study.

The Utility will not extend its facilities in situations where the extensions will result in the service to existing customers to suffer either as a result of reduction of capacity to provide

its service to customers, or reduction of economic capability of the Utility to meet its financial commitments.

31. **Contributions In Aid Of Construction.** Utility shall require an advance by Developer of the utilities " Tap In Charges" to further temporarily defray the cost of any major upgrade of its water plant, necessary to provide service to the subject property. Developer shall be entitled to receive from Utility a credit of such advance in accordance with a schedule based upon the connection of property owners served within the proposed subdivision. Said advances (\$500.00 per residential lot platted and developed) shall be due and payable upon utilities acceptance of facilities for service. Utility shall not charge individual residential lot owners a Tap In fee.
32. **Developer Agreement Required.** The Developer shall be required to execute a " Water Utilities Agreement" setting forth such reasonable provisions governing Developer and Utility's responsibility pertaining to the installation of service facilities; the interconnection of plumber's lines with facilities of Utility; the manner and method of payment of " Contributions In Aid Of Construction" ; matters of exclusive service rights by Utility; standards of construction or specifications; time commitments to " take and use water service" ; engineering errors and omissions; rules, regulations and procedures of Utility; prohibitions against improper use of Utility's facilities and other matters normally associated with and contained in Developer's Agreement. Nothing contained in such Developer's Agreements shall be in conflict with this Extension Policy as included in the Utility's Tariff on file with the Florida Public Service Commission. Should conditions warrant an agreement other than the Utility's standard agreement, Developer will be required to pay all actual costs for the services of an independent counsel or persons qualified to draft and prepare such agreement.
33. **General Provisions:**
 - a. **Litigation.** In the event of any litigation arising out of this Agreement the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, which shall include all reasonable costs and attorneys' fees incurred with respect to any appellate, bankruptcy, or post-judgement proceeding related thereto.
 - b. **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts

surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

- c. **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- d. **Severability.** In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- e. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.
- f. **Successors and Assigns.** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, whether so expressed or not.
- g. **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- h. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- i. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.
- j. **Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the

plural, and the plural shall include the singular as the context may require.

34. **Approval by PSC.** This agreement shall not become effective until the Florida Public Service Commission has approved it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above stated.

Signed, sealed and delivered
in our presence as witnesses:

_____ By _____
As to Developer **President**

Residential Water Systems, Inc.

_____ By _____
As to Utility **President**

Exhibit M

AFFIDAVIT

I, Charles deMenzes, President of residential Water Systems, Inc. do hereby confirm that the notice of 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 are located within the county in which 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 that hold 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

BY: 

Charles deMenzes, President

Subscribed and sworn to before me this 27th day of May, 1999 by Charles deMenzes, who is personally known to me.


Notary Public's Signature

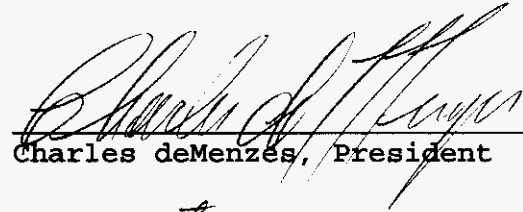
Seal



Exhibit O

AFFIDAVIT

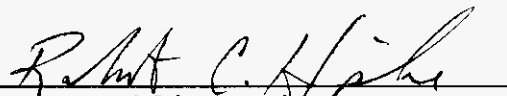
I, Charles deMenzes, President of residential Water Systems, Inc. do hereby confirm that the utility has tariffs and annual reports on file with the Commission.

BY: 
Charles deMenzes, President

Subscribed and sworn to before me this 27th day of May, 1999 by Charles deMenzes, who is personally known to me.



Robert C. Hipke
MY COMMISSION # CC821427 EXPIRES
March 28, 2003
BONDED THRU TROY FAIN INSURANCE, INC.


Notary Public's Signature

Seal

STATE OF FLORIDA



OFFICE OF COMMISSION CLERK
ANN COLE
COMMISSION CLERK

Public Service Commission

Docket No. : 990698-WU

DOCKET TITLE: Application for amendment of Certificate No. 419-W to add territory in Marion County by Residential Water Systems, Inc.

***DN 06784-99: APPLICATION FOR AMENDMENT OF CERTIFICATE:
DALTON WOODS PROJECT MASTER WATER PLAN MAP***

***[CLK NOTE: MAP PORTION OF TESTIMONY
EXHIBIT CAN BE FOUND IN MAPS MICROFILM.]***

STATE OF FLORIDA



OFFICE OF COMMISSION CLERK
ANN COLE
COMMISSION CLERK

Public Service Commission

Docket No. : 990698-WU

DOCKET TITLE: Application for amendment of Certificate No. 419-W to add territory in Marion County by Residential Water Systems, Inc.

**DN 06784-99: APPLICATION FOR AMENDMENT OF CERTIFICATE:
DALTON WOODS PROJECT PROPOSED SERVICE AREA MAP**

**[CLK NOTE: MAP PORTION OF TESTIMONY
EXHIBIT CAN BE FOUND IN MAPS MICROFILM.]**

APPLICATION FOR AMENDMENT OF CERTIFICATE
(EXTENSION)

DEPOSIT

DATE

D144

JUN 01 1999

(Pursuant to Section 367.045, Florida Statutes)

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

990698 - WU

The undersigned hereby makes application for amendment of
Water Certificate No. 419-W to ADD (add or delete)
territory located in Marion County, Florida, and
submits the following information:

PART I APPLICANT INFORMATION

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

Residential Water Systems, Inc.
Name of utility

(352) 622-4949 (352) 732-4366
Phone No. Fax No.

1732 NE 25th Ave
Office street address

Ocala FL 34470

City State Zip Code

P.O. Box 5220 Ocala, FL 34478-5220

Mailing address if different from street address

Altphone.charlie@hitter.net

Internet address if applicable

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

CURRENT NUMBER - DATE
06784 JUN-1 99
FPSC-RECORDS/REPORTING

RESIDENTIAL WATER SYSTEMS, INC.

PH. 352-622-4949
P.O. BOX 5220
OCALA, FL 34478

DATE 5-27-99

PAY TO THE ORDER OF

Florida Public Service Commission

\$ 200.00

Two Hundred

00/100

DOLLARS



Newberry Bank
Community Banking Since 1898
1410 NE 8th Avenue
Ocala, Florida 34470

FOR APPLICATION FEE

Charles D. Hitter