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MARTIN S. FRIEDMAN, P.A.
VALERIE L. LORD, OF COUNSEL
(LICENSED IN TEXAS ONLY)

REPLY TO ALTAMONTE SPRINGS

February 27, 2004

HAND DELIVERY

Ms. Blanca Bayo
Commission Clerk and Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

RECEIVED - FPSC
FEB 27 AM 11:43
COMMISSION
CLERK

Re: Docket No. 040179-15 Utilities, Inc. of Hutchinson Island's Application for Authority to Transfer Facilities and Certificate Nos. 336-W and 291-S
Our File No.: 30057.56

Dear Ms. Bayo:

Enclosed for filing are the original and five (5) copies of the Application of Utilities, Inc. of Hutchinson Island for Authority to Transfer Facilities and Certificate Nos. 336-W and 291-S of Plantation Utilities. Also enclosed is our check in the amount of \$3,000 representing the appropriate filing fee.

Should you have any questions regarding this filing, please do not hesitate to give me a call.

Very truly yours,

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

MSF/mp
Enclosures

Initials of person who forwarded check

ym

cc: Mr. Steve Lubertozi (w/enclosure)
Mr. Patrick Flynn (w/enclosure)
Bruce May, Esquire (w/enclosure)

MARTIN S. FRIEDMAN
For the Firm

DOCUMENT NUMBER - DATE

02907 FEB 27 03

FPSC-COMMISSION CLERK

Original Tariffs forwarded to FPSC

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority)
to Transfer the Facilities of)
COLUMBIA PROPERTIES STUART, LLC) Docket No. 040179-WS
and Certificate Nos. 336-W and)
291-S in Martin County, Florida)
to UTILITIES, INC. OF HUTCHINSON)
ISLAND)

APPLICATION OF UTILITIES, INC. OF HUTCHINSON ISLAND
FOR AUTHORITY TO TRANSFER FACILITIES
AND CERTIFICATE NOS. 336-W AND 291-S

UTILITIES, INC. OF HUTCHINSON ISLAND (hereinafter referred to as "UIHI" or "Buyer") by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code, and Section 367.071, Fla. Stat., files this Application for authority to transfer Certificate Nos. 336-W and 291-S currently under contract to purchase by Columbia Properties Stuart, LLC ("Seller") to Buyer. In support of this Application, Seller states:

1. The complete name and address of the Seller is:

Columbia Properties Stuart, LLC
207 Grand View Drive
Ft. Mitchell, KY 41017

The Seller has not yet closed on the purchase of the utility facilities, and its Application for approval of the transfer is pending in Docket No. 030891-WS. The parties would propose that immediately upon the closing on the Seller's purchase of the utility facilities, Seller would sell the utility facilities to Buyer.

DOCUMENT NUMBER-DATE

02907 FEB 27 3

FPSC-COMMISSION CLERK

2. The complete name and address of the Buyer is:

Utilities, Inc. of Hutchinson Island
2335 Sanders Road
Northbrook, IL 60062

3. The name and address of the person authorized to receive notices and communications in respect to this application is:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
600 S. North Lake Boulevard, Suite 160
Altamonte Springs, FL 32701
PHONE: (407) 830-6331
FAX: (407) 830-8522
E-MAIL: mfriedman@rsbattorneys.com

4. Buyer is a Florida corporation authorized to do business in Florida on February 20, 2004.

5. The names and addresses of Buyer's corporate officers and directors are as follows:

James L. Camaren, Chairman and CEO/Director
Lawrence L. Schumacher, President/Director
2335 Sanders Road
Northbrook, IL 60062

6. Buyer owns no other water or wastewater utilities in Florida. However, Buyer is a wholly owned subsidiary of Utilities, Inc., which also wholly owns the subsidiaries listed on Exhibit "A" hereto which hold Certificates from this Commission.

7. A copy of the Purchase and Sale Agreement ("Agreement"), which includes the purchase price, terms of payment, and a list of the assets purchased and liabilities assumed and not assumed and disposition of customer deposits and interest thereon is attached hereto as Exhibit "B". In accordance with the terms of the

Agreement, the closing will take place on or before April 1, 2004 and is contingent upon approval by the Commission.

8. There are no customer deposits, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases that must be disposed of in association with the transfer of the utility systems.

9. The purchase was financed with equity from the Buyer's parent, Utilities, Inc.

10. The transfer of the water and wastewater facilities of Seller to Buyer is in the public interest for the following reasons:

Seller recently purchased the resort development known as the Hutchinson Island Marriott Beach Resort and Marina ("Resort"), which acquisition included the water and wastewater utility systems. Seller is not in the business of owning and operating water and wastewater utility systems, and had no interest in the long term ownership of the utility systems it acquired as a part of the purchase of the Resort. Buyer's parent corporation owns subsidiaries serving more than 37,788 residential and 1,131 nonresidential wastewater customers in Florida, and more than 36,081 residential and 1,163 nonresidential water customers in Florida.

UIHI is a wholly-owned subsidiary of Utilities, Inc. (UI). UI has approximately 35 years of experience in the water and wastewater utility industry and it currently provides safe and

reliable water and wastewater service to approximately 230,000 customers in 16 states. UI was formed in 1965 with the objective of acquiring small water and wastewater companies with the intent to, not only operate, but also improve them. By centralizing the management, accounting, billing and data processing functions, Buyer can achieve economies of scale that would be unattainable on a stand-alone basis.

With respect to the Buyer's technical and financial ability, UI has both the regulatory experience and financial wherewithal to ensure consistent compliance with environmental regulations. UI's experience, through its UIHI subsidiary, in operating water and wastewater utilities will provide depth to its customers on both a day-to-day basis as well as during emergencies. UI has operated other water and wastewater utilities in Florida under the regulation of this Commission since 1976 and UI's existing Florida subsidiaries are in good standing with the Commission.

Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters. For these reasons, it is in the public interest to grant approval of the transfer to Buyer.

11. The Seller's rates were last set in a Rate Case which culminated in Order No. PSC-98-0994-FOF-WS, dated July 20, 1998. Based upon the Rate Base Audit prepared in Docket No. 030891-WS, the water base as of April 30, 2003, for transfer purposes, was

\$1,020.138 and the wastewater rate base as of that same date, for transfer purposes, was \$492,537.

12. There is no proposal at this time for inclusion of an acquisition adjustment resulting from the current transfer.

13. The books and records of the Seller are available for inspection by the Commission and are adequate for the purposes of establishing rate base of the water and wastewater systems.

14. Seller will cooperate with Buyer in providing to the Florida Public Service Commission any information necessary in order for the Commission to evaluate the Utility's rate base.

15. After reasonable investigation, the Buyer has determined that the systems being acquired appear to be in satisfactory condition and in compliance with all applicable standards set by Florida Department of Environmental Protection ("DEP").

16. The real property upon which the water and wastewater plans are located are among the assets being purchased by UIHI (See, Article I, Paragraph 5 of Exhibit "B" hereto). Seller will convey marketable title to the real property and will provide a title insurance policy to UIHI in the amount of \$100,000.

17. All outstanding regulatory assessment fees due as of March 31, 2003, for the year ended December 31, 2002 will be paid by Seller. Seller will also be responsible for payment of all regulatory assessment fees through Closing. Buyer will be responsible for payment of all regulatory assessment's fees due for

revenues received from the date of Closing forward. No fines or refunds are owed.

18. The original and two copies of revised Tariffs reflecting the change in ownership are attached hereto as Composite Exhibit "C."

19. Copies of Water Certificate Number 336-W and Wastewater Certificate 291-S were filed in Docket No. 030891-WS. Copies are also attached hereto as Exhibit "D." The originals of the Certificates are being sought but have not yet been located.

20. An Affidavit that the actual notice of the application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, is attached hereto as Exhibit "E."

21. An Affidavit that the actual notice of the application was given to each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "F."

22. An Affidavit that the notice of the application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "G."

23. The water and wastewater systems each have the capacity to serve between 501 and 2,000 ERCs. Pursuant to Rule 25-30.020,

Florida Administrative Code, the appropriate filing fee is \$3,000
(\$1,500 for water and \$1,500 for wastewater).

Respectfully submitted on this
27TH day of February 2004, by:

ROSE, SUNDSTROM & BENTLEY, LLP
600 S. North Lake Boulevard, Ste. 160
Altamonte Springs, FL 32701
PHONE: (407) 830-6331
FAX: (407) 830-8522

By: 

MARTIN S. FRIEDMAN

EXHIBITS

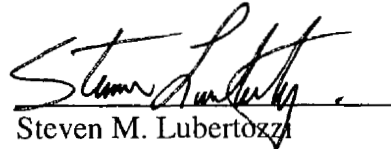
- A: List of UI Subsidiaries
- B: Purchase and Sale Agreement and Amendment to Purchase and Sale Agreement
- C: Revised Water and Wastewater Tariffs
- D: Copies of Water and Wastewater Certificates
- E: Affidavit of Notice to Entities
- F: Affidavit of Notice to Customers
- G: Affidavit of Newspaper Notice

AFFIDAVIT

STATE OF ILLINOIS

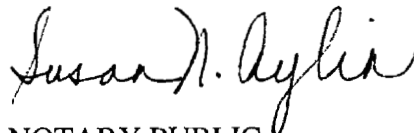
COUNTY OF COOK

I, Steven M. Lubertozi, do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.



Steven M. Lubertozi
Director
Regulatory Accounting

Sworn to and subscribed before me this 24th day of February 2004, by Steven M. Lubertozi, as Director of Regulatory Accounting on behalf of the utility. He is personally known to me.



NOTARY PUBLIC

Print Name: SUSAN N. AYLIN

My Commission Expires: 4-5-2006

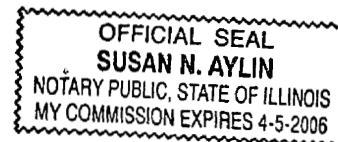


EXHIBIT "A"

Utilities, Inc.
List of Subsidiaries - 100% wholly-owned

Alafaya Utilities, Inc.	Seminole
Bayside Utility Services, Inc.	Bay
Cypress Lakes Utilities, Inc.	Polk
Labrador Utilities, Inc.	Pasco
Lake Placid Utilities, Inc.	Bay
Lake Utility Services, Inc.	Polk
Mid-County Services, Inc.	Pinellas
Miles Grant Water and Sewer Company	Martin
Sandy Creek Utility Services, Inc.	Bay
Sanlando Utilities Corporation.	Seminole
Tierra Verde Utilities, Inc.	Pinellas
Utilities, Inc. of Eagle Ridge	Lee
Utilities, Inc. of Florida	Seminole, Orange, Pasco, Marion and Pinellas
Utilities, Inc. of Longwood	Seminole
Utilities, Inc. of Pennbrooke	Lake
Utilities, Inc. of Sandalhaven	Charlotte
Wedgfield Utilities, Inc.	Orange

EXHIBIT "B"

INDIAN RIVER PLANTATION UTILITY COMPANY,

ASSET PURCHASE AGREEMENT

MARTIN COUNTY, FLORIDA

This Agreement is entered into on this 16th day of February, 2004 by and between Indian River Plantation Utility Co., a Florida corporation, (hereinafter referred to as "Seller") and Utilities, Inc., an Illinois corporation (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS the Seller is under contract to acquire and become the owner of a water utility system, as well as a wastewater utility system which has been installed to provide central utility service to approximately 130 commercial and residential water and wastewater customers in Martin County, Florida, and more fully described on Exhibit I, attached, (hereinafter referred to as the "Property"); and

WHEREAS Purchaser is engaged through its operating subsidiaries in the business of furnishing water and wastewater service to the public in various communities throughout the United States. Purchaser desires to acquire, and Seller desires to sell the water and wastewater facilities (collectively the "Facilities") installed to provide water and wastewater service to the Property, subject to the terms and conditions of this Agreement.

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

ARTICLE I

REPRESENTATIONS BY SELLER

Seller represents and warrants that:

- 1) Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Seller's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a public water utility system, as well as a wastewater utility system.
- 2) Seller is, and at the Closing (the "Closing" as hereinafter defined) will be, the owner of the Facilities with good and marketable title, free and clear of all liens and encumbrances.
- 3) Seller has obtained from the Florida Public Service Commission (hereinafter referred to as the "Commission") a Certificate of Public Convenience and Necessity, and authorization and approval of rates, rules and regulations for water and wastewater service within the Property.
- 7) Seller will cooperate fully with Purchaser in any and all applications or petitions to public authorities deemed necessary or desirable by Purchaser in connection with the purchase of the Facilities from Seller as contemplated herein.
- 5) Attached hereto as Exhibit 2 is a detailed list of the Facilities of Seller to be acquired by Purchaser, pursuant to this Agreement, showing both their respective installation or construction costs, as well as their current depreciable tax basis. Said Facilities include all water and wastewater utility assets, equipment and real estate owned or leased by the Seller within the Property, including but not limited to a two wells, a 100,000 gallon ground level storage tank, and a complete water distribution system, as well as a 300,000 gallons per day wastewater plant capable of reuse treatment, and a complete central wastewater collection system. The engineering plans and specifications for the Facilities are attached hereto as Exhibit 3.

- 6) Attached hereto as Exhibit 4 is a list, signed by the Seller, and briefly describing, as of the date of this Agreement, the following:
- (a) All pending or threatened action at law, suits in equity or administrative proceedings relating to the Facilities;
 - (b) All contracts or obligations of any nature between Seller and any other party, including all developer agreements relating to the Property.
 - (c) All real estate in the Property owned by Seller to be transferred hereunder.
- 7) Except as indicated in Exhibit 4, Seller has, or at the Closing will have, all necessary permits, licenses and easements (including sufficient rights to access) for its water and wastewater utility business; the Facilities of Seller have been installed within the easements relating thereto and in accordance with all necessary permits or licenses; the Facilities of Seller have been constructed and will be capable of operation in accordance with at least the minimum standards, requirements, rules and regulations of all governmental bodies, and regulatory agencies which may have jurisdiction thereover.
- 8) Except as indicated in Exhibit 4, there are no pending or threatened actions at law or suits in equity relating to the Facilities, or any pending or threatened proceedings before the Commission or any other governmental agency.
- 9) Except as indicated in Exhibit 4, there are no contracts or obligations of any nature between Seller and any other party relating to the Facilities.
- 10) Neither Seller nor any entity or individual affiliated with Seller has executed any agreement with purchasers of lots within the Property, or any other parties, whereunder such purchases or other parties have acquired any interest in the Facilities used or to be used in rendering service to them.
- 11) Between the date hereof and the Closing, the water and wastewater utility business of Seller will be operated in the ordinary course and Seller will, at all reasonable times, permit Purchaser, its attorneys and agents, to examine Seller's books, accounts, and other records and physical properties relating to the Facilities.
- 12) Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller.
- 13) Seller has filed all tax returns which are required to be filed, and each such return which has been filed is true and correct, and Seller has paid all taxes shown as payable on such returns when and as required by applicable law.
- 14) No representation or warranty by Seller in this Agreement, or any statement or certificate furnished or to be furnished to Purchaser pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE II

CLOSING AND PURCHASE PRICE

- 1) **Closing**
- (a) The Closing shall take place within forty five (45) days after execution of the Agreement at the offices of Seller, or at such other time and place as Seller and Purchaser may agree upon.

- (b) At the Closing, the Seller will, upon due performance by Purchaser of its obligations under the Agreement, deliver:
- (i) such good and sufficient warranty deeds, bills of sale with covenants of warranty, and sufficient instruments of sale, in form and substance satisfactory to Purchaser's counsel, as shall be required to vest in Purchaser good, indefeasible and marketable title to all of the Facilities and related real estate used or to be used for the water system and the wastewater system in the Property, free and clear of liens and encumbrances of every nature;
 - (ii) all of the files, documents, papers, agreements, books of account, customer lists, original cost invoices, engineering drawings, and records pertaining to the wastewater utility business conducted by Seller in the Property, other than its minute books and stock records, and any other records reasonably needed by Seller;
 - (iii) all orders, permits, licenses or certificates issued or granted to Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Facilities or the conduct of its wastewater utility business; and
 - (iv) a title insurance policy in an amount of \$100,000 for all of the real estate listed on Exhibit 4 showing good and marketable title in Purchaser, subject only to the standard title exceptions.
 - (v) An opinion of Counsel for Seller, dated as of the Closing, that upon the execution of this Agreement; delivery to Purchaser of the Bill of Sale for the Facilities; that Seller will then have good and marketable title to the Facilities, free and clear of all liens and encumbrances.
- (c) At the Closing and from time to time thereafter, Seller shall execute and deliver such further instruments of sale, conveyance, transfer and assignment, including wastewater reuse agreements, and take such other action as Purchaser may request, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Seller's Facilities, to confirm the title of Purchaser thereto and to assist Purchaser in exercising rights with respect thereto.

2) **Purchase Consideration**

At the Closing Purchaser shall, upon due performance by Seller of its obligations under the Agreement, deliver to the Seller, the Purchase Price (the "Purchase Price") in the amount of \$1,900,000.00 (ONE MILLION NINE HUNDRED THOUSAND DOLLARS), increased by the amount of any cash and current customer accounts receivable (which Seller represents and warrants will be collected at their face amount) transferred by Seller, to Purchaser and decreased by any and all liabilities (current, accrued, long-term or other) assumed by Purchaser.

ARTICLE III
COMMISSION APPROVAL

1) **Commission Approval**

Within ten (10) days following the execution of the Agreement, Purchaser will file a petition with the Commission requesting approval of this Agreement; transfer of the Public Utility Franchise; and approval of the rates, fees, and charges applicable to water and wastewater utility customers in the Property. Closing will occur prior to Commission approval, as Purchaser owns many utility systems in Florida and has been found competent to do so. However, the Purchaser and Seller agree that if such approval is not

forthcoming, the Purchaser will re-convey the subject system back to Seller at cost. Purchaser agrees to maintain the existing approved utility rates for a period of three years, except for normal pass-throughs and indexing rates and charges in accordance with Commission policy.

ARTICLE IV

REUSE IRRIGATION / EFFLUENT DISPOSAL

In recognition of the need by the wastewater utility serving the Property to continue to use the effluent disposal capacity of the golf course located within the Property, and the golf course's need to

obtain irrigation water supply through the use of the treated wastewater effluent, Buyer agrees not to ~~assess a reuse irrigation rate for the treated effluent disposed on the golf course, and Seller agrees to~~ ^{assess a reuse irrigation rate for the treated effluent disposed on the golf course, and Seller agrees to}

allow the disposal of treated wastewater effluent on the golf course without charge. *THIS COVENANT WILL REMAIN IN EFFECT FOREVER AND WILL BE BINDING UPON ALL SUCCESSORS AND ASSIGNS.*

ARTICLE V

GENERAL

- 1) Upon purchase of the Facilities of Seller, Purchaser agrees to supply all customers within the Property with adequate and customary water and wastewater utility service, and to operate, maintain and repair all Facilities acquired herein.
- 2) The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
- 3) Any notice of delivery required to be made hereunder may be made by mailing a copy thereof addressed to the appropriate party as follows:

If to Purchaser: Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062
Attn: Jim Camaren
Chairman & Chief Executive Officer

If to Seller: Indian River Plantation Utility Co..
207 Grandview Drive
Ft. Mitchell, KY 41017
Attn: Ed Rofes
Chief Financial Officer

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

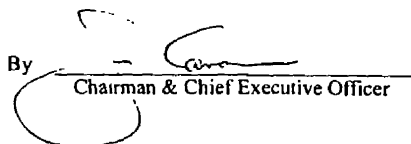
- 4) The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.
- 5) This Agreement shall be governed by the laws of the State of Florida.
- 6) The representations and warranties contained herein shall survive for one year after the Closing. Purchaser agrees to indemnify Seller, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Purchaser under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Seller by Purchaser; Seller agrees to indemnify Purchaser, its successors and assigns, and hold it harmless against any

loss, damage, liability, expense or cost, accruing or resulting from any misrepresentation or breach of any representation, or warranty or agreement made or to be performed by Seller under this Agreement or from any misrepresentation in or material omission from any certificate or other documents furnished or to be furnished to Purchaser by Seller.

- 7) If this Agreement is not executed by Seller prior to February 28, 2004 then the terms and conditions herein are waived with no further obligations or responsibility to either party.
- 8) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. It is specifically understood that Purchaser intends to transfer its rights and obligations under this Agreement to a separate wholly-owned subsidiary of Utilities, Inc.


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

UTILITIES, INC.

By 
Chairman & Chief Executive Officer

ATTEST:

INDIAN RIVER PLANTATION UTILITY CO.

By 
EDWARD ROFES
Vice President-Finance

ATTEST:

EXHIBIT "C"

(Water and Wastewater Tariffs in Original Application)

*Originals forward to ECR,
Copies attached.*

WASTEWATER TARIFF

UTILITIES, INC. OF HUTCHINSON ISLAND
NAME OF COMPANY

.

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

UTILITIES, INC. OF HUTCHINSON ISLAND
NAME OF COMPANY

200 Weathersfield Avenue
Altamonte Springs, Florida 32714
(Address of Company)

(407) 869-1919
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served	3.1, 3.2
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0, 6.1
Service Availability Policy	21.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0, 5.1
Territory Authority	3.0

LAWRENCE N. SCHUMACHER
ISSUING OFFICER
President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 291-S

COUNTY - Martin

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-98-0994-FOF-WS	July 20, 1998	970429-WS	Transfer

(Continued to Sheet No. 3.1)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Being a parcel of land lying in Government Lots 3, 4, 5, 6, 7, 8, 9 and 10 of Section 31, Township 37 South, Range 42 East and a portion of Government Lot 1 of Section 32, Township 37 South, Range 42 East, more particularly described as follows

Begin at a point of intersection of the Southeasterly Right-of-way line of State Road A-1-A (being a 200 feet Right-of-way) and the South line of the North 1000 feet of Government Lots 3, 4 and 5 of said Section 31; thence North 88 degrees 44'44" East along said South line of the North 1000 feet of Government Lots 3, 4, and 5, a distance of 1650 feet more or less to the Mean High Water line of the Atlantic Ocean; thence Southeasterly along the Mean High Water line of the Atlantic Ocean, a distance of 1880 feet more or less to the Easterly prolongation of the South line of Government Lot 6 of Section 31, Township 37 South, Range 42 East; thence North 89 degrees 23'27" West along the Easterly prolongation of the South line of Government Lot 6, a distance of 510 feet more or less to the Easterly right-of-way of MacArthur Boulevard relocated, as recorded in O.R. Book 438, Page 293 through 295, Public Records of Martin County, Florida; thence along said South line of Government Lot 6 of Section 31, Township 37 South, Range 42 East, a distance of 396.89 feet; thence departing said South line of Government Lot 6, North 01 degrees 10'31" East, a distance of 45.00 feet; thence North 89 degrees 23'27" West, a distance of 231.50 feet; thence North 01 degrees 10'31" East, a distance of 45.00 feet; thence North 89 degrees 23'27" West, a distance of 60.00 feet; thence South 01 degrees 10'31" West, a distance of 735.34 feet; thence South 43 degrees 49'29" East, a distance of 69 feet more or less to the Mean High Water line of the Indian River, thence along the Mean High Water line of the Indian River Southerly, Westerly and Northwesterly, a distance of 4950 feet more or less; thence North 12 degrees 15'46" West, a distance of 174 feet more or less to the Easterly Right-of-way line of State Road A-1-A; thence along the Easterly Right-of-way of State Road A-1-A (being a 200 foot Right-of-way), North 62 degrees 27'20" East, a distance of 1937.31 feet to the Point of Beginning.

(Continued to Sheet No. 3.2)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED
CONTINUED

TOGETHER WITH THE FOLLOWING:

Commence at a point of intersection of the Southeasterly right-of-way of State Road A-1-A being a 200 foot right-of-way and the South line of the North 1000 feet of Government Lot 4 of said Section 31, thence North 88 degrees 44'44" West, along said South line of the north 1000 feet, a distance of 415.17 feet to the Northwesterly right-of-way line of State Road A-1-A and the Point of Beginning of the following described parcel: Thence continue North 88 degrees 44'44" West, along the aforesaid South line of the North 1000 feet, a distance of 1505.00 feet more or less to the intersection with the Mean High Water line of the Indian River; thence meander the said Mean High Water line Southerly, a distance of 375.00 feet more or less to the intersection with the North line of said Government Lot 8; thence South 89 degrees 07'26" East, along said North line of Government Lot 8, a distance of 351.00 feet more or less to that point of intersection with a line that is 880.00 feet West of, as measured at right angles and parallel with the East line of said Government Lot 8, thence South 00 degrees 59'59" West, along lastly said line, a distance of 248.73 feet to the said Northwesterly right-of-way line of State Road A-1-A; thence North 62 degrees 27'20" East, along said Northwesterly right-of-way line, a distance of 1245.66 feet to the Point of Beginning.

LAWRENCE N. SCHUMACHER
ISSUING OFFICERPresident
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule (s)</u> <u>Available</u>	<u>Sheet No.</u>
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LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is Utilities, Inc. of Hutchinson Island.
- 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 used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection 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 other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "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.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" 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.

(Continued to Sheet No. 5.1)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, 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.

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
Access to Premises	9.0	12.0
Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills	10.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts	10.0	21.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Policy Dispute	7.0	2.0
Protection of Company's Property	9.0	13.0
Refusal or Discontinuance of Service	7.0	5.0

(Continued to Sheet No. 6.1)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
Right-of-way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

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. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 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 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.

(Continued on Sheet No. 8.0)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

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 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 wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 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.

(Continued on Sheet No. 9.0)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 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 Company property or refuses to correct any problems reported by the Company, 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.
- 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 Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company 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 Company'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 Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 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.

(Continued on Sheet No. 10.0)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 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.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or 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.

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 11.12
1"	\$ 27.79
1 1/2"	\$ 55.59
2"	\$ 88.94
3"	\$ 177.90
4"	\$ 333.56
6"	\$ 694.91
Gallonge Charge per 1, 000 gallons	\$ 5.38
(No Maximum)	

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

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 11.12
Gallonage per 1,000 gallons (Maximum 6,000 gallons)	\$ 4.47

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

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

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 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 - Transfer

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

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 may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may 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 may 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 may 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 - Transfer

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Sheet No./Rule No.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (____)GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (____)GPD	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	Actual Cost
<u>Main Extension Charge</u>		
Residential-per ERC (____GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (____foot frontage)	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$ ¹	Actual Cost
<u>Plant Capacity Charge</u>		
Residential-per ERC (____GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (____GPD)	\$1,000.00	Go to Sheet No. 22.0
All others-per gallon	\$	

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities		
Availability		
Construction of Oversized Facilities		
Customer Connection (Tap-in)		
Customer Installation (Customer Maintained Lines) . .		
Cost Records and "As-Built" Plans		
Design by Independent Engineers		
Developer Agreements		
Easements and Rights-of-Way		
Extensions Outside Certificated Territory		
General Information		
Inspections		
Obligations of Developer		
Obligations of Company		
Off-Site Facilities		
On-Site Facilities		
Refundable Advances		
Schedule of Fees and Charges	Go to Sheet No. 16.0	
System Design and Construction		
Transfer of Contributed Property - Bills of Sale . .		
Schedule of Fees and Charges	Go to Sheet No. 16.0	
Service Availability Policy	22.0	

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The Company constructs all off-site facilities and developers shall construct all on-site facilities and, at the Company's discretion, transfer them to the Company.

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

WATER TARIFF

Utilities, Inc. of Hutchinson Island
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Utilities, Inc. of Hutchinson Island

NAME OF COMPANY

200 Weathersfield Avenue

Altamonte Springs, Florida 32714

(Address of Company)

(407) 869-1919

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served	3.1, 3.2
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0, 6.1
Service Availability Policy	23.0
Standard Forms	18.0
Technical Terms and Abbreviations	5.0, 5.1
Territory Authority	3.0

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 336-W

COUNTY - Martin

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket No.</u>	<u>Filing Type</u>
PSC-98-0994-FOF-WS	July 20, 1998	970429-WS	Transfer

(Continued to Sheet No. 3.1)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Being a parcel of land lying in Government Lots 3, 4, 5, 6, 7, 8, 9 and 10 of Section 31, Township 37 South, Range 42 East and a portion of Government Lot 1 of Section 32, Township 37 South, Range 42 East, more particularly described as follows

Begin at a point of intersection of the Southeasterly Right-of-way line of State Road A-1-A (being a 200 feet Right-of-way) and the South line of the North 1000 feet of Government Lots 3, 4 and 5 of said Section 31; thence North 88 degrees 44'44" East along said South line of the North 1000 feet of Government Lots 3, 4, and 5, a distance of 1650 feet more or less to the Mean High Water line of the Atlantic Ocean; thence Southeasterly along the Mean High Water line of the Atlantic Ocean, a distance of 1880 feet more or less to the Easterly prolongation of the South line of Government Lot 6 of Section 31, Township 37 South, Range 42 East; thence North 89 degrees 23'27" West along the Easterly prolongation of the South line of Government Lot 6, a distance of 510 feet more or less to the Easterly right-of-way of MacArthur Boulevard relocated, as recorded in O.R. Book 438, Page 293 through 295, Public Records of Martin County, Florida; thence along said South line of Government Lot 6 of Section 31, Township 37 South, Range 42 East, a distance of 396.89 feet; thence departing said South line of Government Lot 6, North 01 degrees 10'31" East, a distance of 45.00 feet; thence North 89 degrees 23'27" West, a distance of 231.50 feet; thence North 01 degrees 10'31" East, a distance of 45.00 feet; thence North 89 degrees 23'27" West, a distance of 60.00 feet; thence South 01 degrees 10'31" West, a distance of 735.34 feet; thence South 43 degrees 49'29" East, a distance of 69 feet more or less to the Mean High Water line of the Indian River, thence along the Mean High Water line of the Indian River Southerly, Westerly and Northwesterly, a distance of 4950 feet more or less; thence North 12 degrees 15'46" West, a distance of 174 feet more or less to the Easterly Right-of-way line of State Road A-1-A; thence along the Easterly Right-of-way of State Road A-1-A (being a 200 foot Right-of-way), North 62 degrees 27'20" East, a distance of 1937.31 feet to the Point of Beginning.

(Continued to Sheet No. 3.2)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED
CONTINUED

TOGETHER WITH THE FOLLOWING:

Commence at a point of intersection of the Southeasterly right-of-way of State Road A-1-A being a 200 foot right-of-way and the South line of the North 1000 feet of Government Lot 4 of said Section 31, thence North 88 degrees 44'44" West, along said South line of the north 1000 feet, a distance of 415.17 feet to the Northwesterly right-of-way line of State Road A-1-A and the Point of Beginning of the following described parcel: Thence continue North 88 degrees 44'44" West, along the aforesaid South line of the North 1000 feet, a distance of 1505.00 feet more or less to the intersection with the Mean High Water line of the Indian River; thence meander the said Mean High Water line Southerly, a distance of 375.00 feet more or less to the intersection with the North line of said Government Lot 8; thence South 89 degrees 07'26" East, along said North line of Government Lot 8, a distance of 351.00 feet more or less to that point of intersection with a line that is 880.00 feet West of, as measured at right angles and parallel with the East line of said Government Lot 8, thence South 00 degrees 59'59" West, along lastly said line, a distance of 248.73 feet to the said Northwesterly right-of-way line of State Road A-1-A; thence North 62 degrees 27'20" East, along said Northwesterly right-of-way line, a distance of 1245.66 feet to the Point of Beginning.

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
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LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is Utilities, Inc. of Hutchinson Island.
- 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 used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection 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 other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.

(Continued to Sheet No. 5.1)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

(Continued from Sheet No. 5.0)

TECHNICAL TERMS AND ABBREVIATIONS

- 10.0 "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.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" 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.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, 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.

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
 WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error . . .	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions	7.0	6.0
Filing of Contracts	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation . .	9.0	13.0
Limitation of Use	8.0	10.0

(Continued to Sheet No. 6.1)

LAWRENCE N. SCHUMACHER
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

(Continued from Sheet No. 6.0)

INDEX OF RULES AND REGULATIONS

Continued

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
Meter Accuracy Requirements	10.0	24.0
Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0
Policy Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	10.0	19.0

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
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. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

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 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.

8.0 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.

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 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.

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use 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 is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

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

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 Company property or refuses to correct any problems reported by the Company, 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.

(Continued to Sheet No. 9.0)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 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.

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

15.0 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.

16.0 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 Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

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

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

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

(Continued to Sheet No. 10.0)

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 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.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -
Flat Rate per 1,000 gallons
All Customers \$ 7.56

Bills for water service are rendered in arrears.

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - Flat Rate per 1,000 gallons

All Customers \$ 7.56

Bills for water service are rendered in arrears.

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

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"	_____ N/A _____	_____ N/A _____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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 Rules 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 Rules 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 - Transfer

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

METER TEST DEPOSIT

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

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

REFUND OF METER BENCH TEST DEPOSIT - The Company 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 no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

NORMAL RECONNECTION - This charge may 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 may 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 may 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 - Transfer

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

Refer to Service Availability Policy

<u>Description</u>	<u>Amount</u> <u>Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>	
5/8" x 3/4"	\$
1"	\$
1 1/2"	\$
2"	\$
Over 2"	\$ ¹
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4"	metered service
\$	
1" metered service	\$
1 1/2"	metered service
\$	
2" metered service	\$
Over 2" metered service	\$ ¹
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/month (___GPD)	\$
All others-per gallon/month	\$
Without Prepayment of Service Availability Charges:	
Residential-per ERC/month (___GPD)	\$
All others-per gallon/month	\$
<u>Inspection Fee</u>	\$ ¹
<u>Main Extension Charge</u>	
Residential-per ERC (___GPD)	\$
All others-per gallon	\$
or	
Residential-per lot (___foot frontage)	\$
All others-per front foot	\$
<u>Meter Installation Fee</u>	
5/8" x 3/4"	\$
1"	\$
1 1/2"	\$
2"	\$
Over 2"	\$ ¹
<u>Plan Review Charge</u>	\$ ¹
<u>Plant Capacity Charge</u>	
Residential-per ERC (___GPD)	\$
All others-per gallon	\$
<u>System Capacity Charge</u>	
Residential-per ERC (___GPD)	\$
All others-per gallon	\$

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer

LAWRENCE N. SCHUMACHER
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	21.0
APPLICATION FOR WATER SERVICE . .	20.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

APPLICATION FOR METER INSTALLATION

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

COPY OF CUSTOMER'S BILL

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
 WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet No.</u>	<u>Rule No.</u>
Acceptance of Facilities		
Availability		
Construction of Oversized Facilities		
Customer Connection (Tap-in)		
Customer Installation (Customer Maintained Lines)		
Cost Records and "As-Built" Plans		
Design by Independent Engineers		
Developer Agreements		
Easements and Rights-of-Way		
Extensions Outside Certificated Territory . . .		
General Information		
Inspections		
Obligations of Developer		
Obligations of Company		
Off-Site Facilities		
On-Site Facilities		
Refundable Advances		
Schedule of Fees and Charges	Go to Sheet No. 17.0	
System Design and Construction		
Table of Daily Flows		
Transfer of Contributed Property - Bills of Sale		
Schedule of Fees and Charges	Go to Sheet No. 17.0	
Service Availability Policy	24.0	

LAWRENCE N. SCHUMACHER
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY: Utilities, Inc. of Hutchinson Island
WATER TARIFF

SERVICE AVAILABILITY POLICY

LAWRENCE N. SCHUMACHER
ISSUING OFFICER

President
TITLE

EXHIBIT "D"

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number
336 - W

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

PLANTATION UTILITIES
(IHC Realty Partnership, L.P. d/b/a) (Martin County)

Whose principal address is:

Foster Plaza Ten
680 Andersen Drive
Pittsburgh, PA 15220

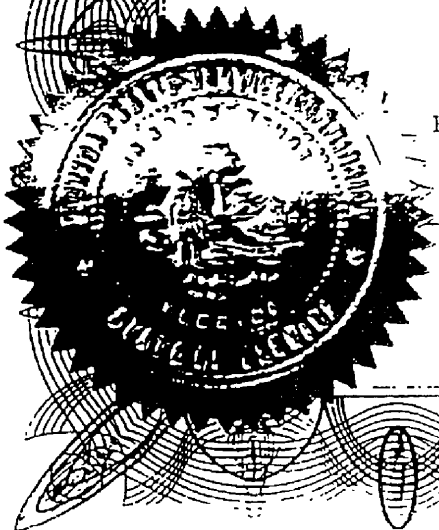
to provide water service in accordance with the provision
of Chapter 367, Florida Statutes, the Rules, Regulations
and Orders of this Commission in the territory described
by the Orders of this Commission.

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

ORDER	14738	DOCKET	850054-WS
ORDER	PSC-98-0994-FOF-WS	DOCKET	970429-WS
ORDER		DOCKET	
ORDER		DOCKET	
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ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION


Director
Division of Records and Reporting



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number
291 - S

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

PLANTATION UTILITIES
(IHC Realty Partnership, L.P. d/b/a) (Martin County)

Whose principal address is:

Foster Plaza Ten
680 Andersen Drive
Pittsburgh, PA 15220

to provide wastewater service in accordance with the
provision 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	14738	DOCKET	850054-WS
ORDER	PSC-98-0994-FOF-WS	DOCKET	970429-WS
ORDER		DOCKET	
ORDER		DOCKET	
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ORDER		DOCKET	
ORDER		DOCKET	



BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Blanca S. Bay
Director
Division of Records and Reporting

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF SEMINOLE

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared MICHELE PARKS, who, after being duly sworn on oath, did depose on oath and say that she is the legal assistant of Martin S. Friedman, attorney for Utilities, Inc. of Hutchinson Island and that on the 20th of February 2004, she did send by U.S. Mail a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.




MICHELE PARKS

Sworn to and subscribed before me this 20 day of February 2004, by Michele Parks, who is personally known to me.



Martin S Friedman
MY COMMISSION # CC928326 EXPIRES
August 16, 2004
BONDED THROUGH TROY FAIR INSURANCE, INC.



NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

**NOTICE OF APPLICATION FOR TRANSFER
OF WATER AND WASTEWATER CERTIFICATES**

Notice is hereby given on the 26th day of February 2004, pursuant to Section 367.071, Florida Statutes, of the Application for transfer of the utility facilities of Plantation Utilities, and Certificate Nos. 336-W and 291-S to Utilities, Inc. of Hutchinson Island providing water and wastewater service to the following described territory in Martin County, Florida:

Being a parcel of land lying in Government Lots 3, 4, 5, 6, 7, 8, 9 and 10 of Section 31, Township 37 South, Range 42 East and a portion of Government Lot 1 of Section 32, Township 37 South, Range 42 East, more particularly described as follows

Begin at a point of intersection of the Southeasterly Right-of-way line of State Road A-1-A (being a 200 feet Right-of-way) and the South line of the North 1000 feet of Government Lots 3, 4 and 5 of said Section 31; thence North 88 degrees 44'44'' East along said South line of the North 1000 feet of Government Lots 3, 4, and 5, a distance of 1650 feet more or less to the Mean High Water line of the Atlantic Ocean; thence Southeasterly along the Mean High Water line of the Atlantic Ocean, a distance of 1880 feet more or less to the Easterly prolongation of the South line of Government Lot 6 of Section 31, Township 37 South, Range 42 East; thence North 89 degrees 23'27" West along the Easterly prolongation of the South line of Government Lot 6, a distance of 510 feet more or less to the Easterly right-of-way of MacArthur Boulevard relocated, as recorded in O.R. Book 438, Page 293 through 295, Public Records of Martin County, Florida; thence along said South line of Government Lot 6 of Section 31, Township 37 South, Range 42 East, a distance of 396.89 feet; thence departing said South line of Government Lot 6, North 01 degrees 10'31" East, a distance of 45.00 feet; thence North 89 degrees 23'27" West, a distance of 231.50 feet; thence North 01 degrees 10'31" East, a distance of 45.00 feet; thence North 89 degrees 23'27'' West, a distance of 60.00 feet; thence South 01 degrees 10'31" West, a distance of 735.34 feet; thence South 43 degrees 49'29" East, a distance of 69 feet more or less to the Mean High Water line of the Indian River, thence along the Mean High Water line of the Indian River Southerly, Westerly and Northwesterly, a distance of 4950 feet more or less; thence North 12 degrees 15'46" West, a distance of 174 feet more or less to the Easterly Right-of-way line of State Road A-1-A; thence along the Easterly Right-of-way of State Road A-

1-A (being a 200 foot Right-of-way), North 62 degrees 27'20" East, a distance of 1937.31 feet to the Point of Beginning.

TOGETHER WITH THE FOLLOWING:

Commence at a point of intersection of the Southeasterly right-of-way of State Road A-1-A being a 200 foot right-of-way and the South line of the North 1000 feet of Government Lot 4 of said Section 31, thence North 88 degrees 44'44" West, along said South line of the north 1000 feet, a distance of 415.17 feet to the Northwesterly right-of-way line of State Road A-1-A and the Point of Beginning of the following described parcel: Thence continue North 88 degrees 44'44" West, along the aforesaid South line of the North 1000 feet, a distance of 1505.00 feet more or less to the intersection with the Mean High Water line of the Indian River; thence meander the said Mean High Water line Southerly, a distance of 375.00 feet more or less to the intersection with the North line of said Government Lot 8; thence South 89 degrees 07'26" East, along said North line of Government Lot 8, a distance of 351.00 feet more or less to that point of intersection with a line that is 880.00 feet West of, as measured at right angles and parallel with the East line of said Government Lot 8, thence South 00 degrees 59'59" West, along lastly said line, a distance of 248.73 feet to the said Northwesterly right-of-way line of State Road A-1-A; thence North 62 degrees 27'20" East, along said Northwesterly right-of-way line, a distance of 1245.66 feet to the Point of Beginning.

Any objections to the Application must be made in writing and filed with the Director, Division of Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with a copy to Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 600 S. North Lake Boulevard, Suite 160, Altamonte Springs, Florida 32701, within 30 days from the date of this Notice. The objection must state the grounds for the objection with particularity.

**LIST OF WATER AND WASTEWATER UTILITIES IN MARTIN COUNTY
(VALID FOR 60 DAYS)
02/19/2004 - 04/18/2004**

<u>UTILITY NAME</u>	<u>MARTIN COUNTY</u>	<u>MANAGER</u>
FLORIDA WATER SERVICES CORPORATION (WS231) P. O. BOX 609520 ORLANDO, FL 32860-9520		CARLYN KOWALSKY (407) 598-4297
IHC REALTY PARTNERSHIP. L.P. D/B/A PLANTATION UTILITIES (WS793) % HUTCHINSON ISLAND MARRIOTT BCH RESOR 555 N.E. OCEAN BLVD. STUART, FL 34996-1692		TIM DIGBY (772) 225-3700
INDIANTOWN COMPANY, INC. (WS120) P. O. BOX 397 INDIANTOWN, FL 34956-0397		ROBERT M. POST, JR. (772) 597-3113
LANIGER ENTERPRISES OF AMERICA, INC. (WS617) 1662 N.E. DIXIE HIGHWAY JENSEN BEACH, FL 34957-6350		REGINALD J. BURGE (772) 334-3433
MILES GRANT WATER AND SEWER COMPANY (WS433) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027		PATRICK C. FLYNN (407) 869-1919

**LIST OF WATER AND WASTEWATER UTILITIES IN MARTIN COUNTY
(VALID FOR 60 DAYS)
02/19/2004 - 04/18/2004**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY
2401 S.E. MONTEREY ROAD
STUART, FL 34996-3397

CITY OF STUART
121 S.W. FLAGLER AVE.
STUART, FL 34994-2139

DEP SOUTHEAST DISTRICT
400 NORTH CONGRESS AVENUE
WEST PALM BEACH, FL 33401

MAYOR, TOWN OF JUPITER ISLAND
P. O. BOX 7
HOBE SOUND, FL 33475-0007

MAYOR, TOWN OF OCEAN BREEZE PARK
P. O. BOX 1025
JENSEN BEACH, FL 34958-1025

MAYOR, TOWN OF SEWALL'S POINT
1 SOUTH SEWALL'S POINT ROAD
STUART, FL 34996-6730

SO. FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
WEST PALM BEACH, FL 33416-4680

TREASURE COAST REGIONAL PLAN. COUNCIL
301 EAST OCEAN BLVD, SUITE 300
STUART, FL 34994

**LIST OF WATER AND WASTEWATER UTILITIES IN MARTIN COUNTY
(VALID FOR 60 DAYS)
02/19/2004 - 04/18/2004**

UTILITY NAME

STATE OFFICIALS

MANAGER

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL. 32399-1300

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL. 32399-0850

EXHIBIT "F"

WILL BE LATE FILED EXHIBIT

(Affidavit of Notice to Customers)

EXHIBIT "G"

WILL BE LATE FILED

(Affidavit of Newspaper)