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August 30, 2006

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BRIAN J. STREET

VIA HAND DELIVERY

Blanca S. Bayo, Director
Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Town and Country Utilities Company
Transfer of Majority Organizational Control
Docket No. 060520
Our File No. 40050.03

RECEIVED - FPSC
06 AUG 30 PM 4:01
COMMISSION
CLERK


Dear Ms. Bayo:

Enclosed please find an original and two (2) copies of a revised Water Tariff and First Amendment to Lease Agreement for filing in the above referenced docket. Should you have any questions regarding this matter, please feel free to call.

MMP _____
MOM _____
MTR _____
MCR orig Tariff
MCL _____
MPC _____ JRJ/jvm
MCA _____ Enclosure
MCR _____ Cc: Mr. Chuck DeSanti (w/o enclosure)
MGA _____ Terry Holihen, Esq. (w/o enclosure)
MEC _____
MTH _____

Sincerely


John R. Jenkins
For the Firm

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
07983 AUG 30 06
FPSC-COMMISSION CLERK

WATER TARIFF

Town and Country Utilities Company
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

Town and Country Utilities Company
NAME OF COMPANY

17837 Murdock Circle

Port Charlotte, Florida 33948

(941) 235-6900

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

CHARLES DESANTI
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

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CHARLES DESANTI
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Town and Country Utilities Company

ORIGINAL SHEET NO. 3.0

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 613-W

COUNTY - Charlotte and Lee

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number
PSC-99-2198-PAA-WU

Date Issued
11/8/99

Docket Number
981288-WU

Filing Type
Original Certificate

(Continued to Sheet No. 3.1)

CHARLES DESANTI
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WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All of Sections 1 through 36, Township 41 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31 and C.R. 74.

AND

All of Sections 1 through 36, Township 42 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31.

AND

All of Sections 1 through 19, Township 41 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 11, the west 1/2 of Section 12, and all of Sections 13 through 36, Township 42 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 7, the west 1/2 of Section 9, and all of Section 12, Township 43 South, Range 26 East, Lee County, Florida. Less the road right-of-way for S.R. 31 and C.R. 78.

(Continued to Sheet No. 3.2)

CHARLES DESANTI
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PRESIDENT
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WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED (Continued)

AND

All of Sections 4 through 8, Township 43 South, Range 27 East, Lee County, Florida.

AND

Section 9, Township 43 South, Range 27 East, Lee County, Florida. Less the South 1/2 of the Southeast 1/4 of 9-43-27.

AND

The Northwest 1/4 and the North 1/2 of the Northeast 1/4 of Section 17, Township 43 South, Range 27 East, Lee County, Florida.

AND

The North 1/2 of Section 18, Township 43 South, Range 27 East, Lee County, Florida.

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WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Charlotte and Lee	Babcock Ranch	All	All

CHARLES DESANTI
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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 utility which is Town and Country Utilities Company or Service Company.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature 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.
- 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.

(Continued to Sheet No. 5.1)

CHARLES DESANTI
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TITLE

WATER 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.

CHARLES DESANTI
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WATER TARIFF

INDEX OF RULES AND REGULATIONS

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CHARLES DESANTI
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PRESIDENT
TITLE

WATER TARIFF

(Continued from Sheet No. 6.0)

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CHARLES DESANTI
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WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 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.

(Continued on Sheet No. 8.0)

CHARLES DESANTI
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TITLE

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 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 on Sheet No. 9.0)

CHARLES DESANTI
ISSUING OFFICER

PRESIDENT
TITLE

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 in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

CHARLES DESANTI
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TITLE

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 billed to the Customer as the case may be pursuant to Rule 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.

CHARLES DESANTI
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TITLE

WATER TARIFF

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CHARLES DESANTI
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TITLE

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 -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 7.98
1"	19.95
1 1/2"	39.90
2"	63.84
3"	127.68
4"	199.50
6"	399.00
8"	638.40

GALLONAGE CHARGE \$2.57 (Per 1,000 Gallons)

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Organizational Control
Docket No. 060520-WU

CHARLES DESANTI
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PRESIDENT
TITLE

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 -
- RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 7.98
1"	19.95
1 1/2"	39.90
2"	63.84
3"	127.68
4"	199.50
6"	399.00
8"	638.40

GALLONAGE CHARGE \$2.57 (Per 1,000 Gallons)

MINIMUM CHARGE -

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

EFFECTIVE DATE -

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CHARLES DESANTI
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TITLE

WATER TARIFF

NON-POTABLE AGRICULTURAL SERVICE

RATE SCHEDULE NPAS

AVAILABILITY - Available for all requests for non-potable agricultural service water throughout the area served by the Company.

APPLICABILITY - Available for all requests for non-potable agricultural service water throughout the area served by the Company.

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

<u>Meter Size</u>	<u>Base Facility Charge</u>
1"	\$ 5.14
2"	16.48
3"	32.96
4"	51.50
5"	86.52
6"	103.00
7"	144.20
8"	164.80
9"	214.24
10"	236.90
12"	442.90

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 of Majority Organizational Control
Docket No. 060520-WU

CHARLES DESANTI
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PRESIDENT
TITLE

WATER TARIFF

RAW WATER SERVICE

RATE SCHEDULE RWS

AVAILABILITY - Available for all requests for bulk raw water purchased for treatment and resale.

APPLICABILITY - Available for all requests for bulk raw water purchased for treatment and resale.

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

BILLING PERIOD - Monthly

RATE -

Gallorage Charge per 1,000 Gallons Used: \$ 0.50

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, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Organizational Control
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CHARLES DESANTI
ISSUING OFFICER

PRESIDENT
TITLE

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"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of N/A 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 -

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CHARLES DESANTI
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TITLE

WATER TARIFF

METER TEST DEPOSITS

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

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

REFUND OF METER BENCH TEST DEPOSIT - The 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.

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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>

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WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
Bulk raw water		
per ERC (350 GPD)	\$ 115.00	
Charge per gallon of capacity	\$.33	

Inspection Fee Actual Cost

Plan Review Charge Actual Cost

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

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CHARLES DESANTI
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE	21.0
COPY OF CUSTOMER'S BILL	23.0

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APPLICATION FOR WATER SERVICE
Town and Country Utilities Company

CUSTOMER NAME _____ TELE. _____
MAILING ADDRESS _____
SERVICE ADDRESS _____
DEVELOPMENT _____ LOT _____ BLOCK _____ BLDG. _____ APT. _____

TYPE OF SERVICE:

GS: COMMERCIAL _____ INDUSTRIAL _____ INSTITUTIONAL _____
RS: SINGLE FAMILY _____ MULTI-FAMILY _____
AS: FLOW WELL _____ PUMPED WELL _____ WIND MILL _____
LIVESTOCK _____ SURFACE WATER SUPPLY _____ CITRUS _____
RWS: CITY _____ COUNTY _____ PRIVATE _____ OTHER _____

SIGNATURE OF CUSTOMER OR AUTHORIZED AGENT

DATE

Notations: 1. A check valve will be installed by EWTI with the water meter. Notify your plumber that this device will not normally allow water from your installation to backflow to the water mains and that an appropriate relief device must be installed by your plumber on your water heater in conformance with the applicable plumbing codes. 2. No connection with any other separate water system (for example, an irrigation system that may also be supplied by your well) or to any container or system containing any liquid or substance will be permitted. A closed valve between such systems does not provide adequate protection and does not meet State requirements. 3. An inspection of your installation and the connection to the water will be made by EWTI. Please call 337-6744 to schedule the inspection after the connection has been made by your plumber to the water. 4. The UTILITY Company may terminate service for violation of any of its rules and regulations or for violation of any State or County laws, ordinances or regulations governing water service.

FOR UTILITY USE ONLY

SERVICE LINE: EXISTING _____ NEEDED _____ INSTALL. FEE _____
ROAD CROSSING REQUIRED? _____ WIDTH _____ ROAD CROSS FEE _____
WATER METER: EXISTING _____ NEEDED _____
METER SITE REQUESTED _____ INSTALL FEE: _____
NO. RESIDENTIAL UNITS THIS METER OR
G.P.D. FLOW DEMAND FOR OTHER _____
CAPACITY FEES: PREPAID? _____ CAPACITY FEE: _____
AMOUNT PREPAID _____ ADDITIONAL
CAPACITY FEE: _____
NEW ACCOUNT FEE: _____
OTHER FEES? _____ OTHER FEES: _____

RECEIVED BY: _____
DATE RECEIVED _____ CHECK NO. _____

TOTAL FEES: _____

EFFECTIVE DATE -
TYPE OF FILING - Original Certificate

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Sample Application Form

Name _____

Telephone Number _____

Billing Address _____

City

State

Zip

Service Address _____

City

State

Zip

Date service should begin _____

Service requested: Water ____ Wastewater ____ Both ____

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

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

Signature

Date

CHARLES DESANTI
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Town and Country Utilities Company

ORIGINAL SHEET NO. 23.0

WATER TARIFF

COPY OF CUSTOMER'S BILL

Town and Country Utilities Company
17837 Murdock Circle
Port Charlotte, Florida 33948

SERVICE FROM		TO									
ACCT											
CURRENT	PREVIOUS	CONSUMPTION	AMOUNT								
						RETURN THIS SHEET WITH YOUR REMITTANCE TO					
						ACCT NO.			TOTAL DUE		
						BILLING DATE			DATE DUE		
DUE DATE			TOTAL DUE								

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

CHARLES DESANTI
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PRESIDENT
TITLE

Town and Country Utilities Company

ORIGINAL SHEET NO. 23.0

WATER TARIFF

COPY OF CUSTOMER'S BILL

Town and Country Utilities Company
17837 Murdock Circle
Port Charlotte, Florida 33948

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Organizational Control
Docket No. 060520-WU

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WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 19.0
Service Availability Policy	25.0
Table of Daily Flows	26.0

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WATER TARIFF

SERVICE AVAILABILITY POLICY

The Utility will provide service to any customer within its certificated service territory requesting same upon application or execution of a developer agreement and payment of the required plant capacity charges (where applicable) as listed on Sheet No. 19.0 in compliance with such other requirements as may be appropriate under the provisions of the Utility's tariff in the rules or statutes of the Florida Public Service Commission.

The developer will be required as a prerequisite to service to construct and donate to the Utility all onsite and offsite facilities including onsite and offsite water line services and fire hydrants. Such installation shall comply with the requirements imposed by the Utility.

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WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments	250 gpd [1]
Bars and Cocktail Lounges	5 gpcd [2]
Boarding Schools (Students and Staff)	75 gpcd
Bowling Alleys (toilet wastes only, per lane)	100 gpd
Country Clubs, per member	25 gpcd
Day Schools (Students and Staff)	10 gpcd
Drive-in Theaters (per car space)	5 gpd
Factories, with showers	30 gpcd
Factories, no showers	10 gpd/100 sq.ft
Hospitals, with laundry	250 gpd/bed
Hospitals, no laundry	200 gpd/bed
Hotels and Motels	200 gpd/room & unit
Laundromat	225 gpd/washing machine
Mobile Home Parks	300 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat)	3 gpd
Nursing Homes	150 gpd/100 sq.ft
Office Buildings	10 gpd/100 sq.ft
Public Institutions (other than listed herein)	75 gpcd
Restaurants (per seat)	50 gpcd
Single Family Residential	350 gpd
Townhouse Residence	250 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd
Stores, without kitchen wastes	5 gpd/100 sq.ft
Speculative Buildings	10 gpd/100 sq.ft
Warehouses	30 gpd plus 10 gpd 1000 sq.ft

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

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FIRST AMENDMENT TO LEASE AGREEMENT

THIS First Amendment to Lease Agreement ("First Amendment"), made and entered into as of July 31, 2006, by and between Babcock Property Holdings L.L.C., a Delaware Limited Liability Company (hereinafter "Owner"), and Town and Country Utilities Company, a Florida Corporation, (hereinafter "Service Company").

WHEREAS, on May 17, 1999 Babcock Florida Company ("Babcock") and Service Company entered into a Lease Agreement whereby the Service Company leased certain well sites and well site production facilities from Babcock ("Lease"); and,

WHEREAS, on or about July 31, 2006, Babcock merged with MSKP III pursuant to that certain Merger Agreement dated as of July 1, 2005 by and between Babcock Florida Company and MSKP, III, Inc with Babcock as the surviving entity; and,

WHEREAS, immediately following the acquisition by merger Babcock sold approximately 73,400 acres of the Babcock ranch property to the State of Florida and Lee County for preservation purposes, and the remaining approximately 17,000 acres is now owned by Owner, a wholly owned subsidiary of Babcock; and,

WHEREAS, the parties wish to amend the Lease to recognize the sale of a portion of the ranch property to the State of Florida and Lee County which property includes certain well sites and well site production facilities which will no longer be subject to the Lease.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), and the mutual undertakings and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Property referenced in section 1.D. of the Lease is modified, and the land described in Exhibit "A" to the Lease is replaced by Exhibit "A" attached to this First Amendment.
2. Except as set forth herein all provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Lease Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original copy for all purposes.

[Signatures on following pages]

Signed, Sealed and Delivered
in the Presence of:

David De Mazzo
Michael J. ...

Babcock Property Holdings L.L.C.

By: *SK*
Sydney W. Kitson, Chairman and CEO

David De Mazzo
Michael J. ...

Town and Country Utilities Company

By: *SK*
Sydney W. Kitson, Chairman and CEO