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COMMISSION CLERK

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

(Pursuant to Section 367.071(4)(a), Florida Statutes)

TO: Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the approval of the transfer of
(all or part) of the facilities operated under Water Certificate No. 544W and/or
Wastewater Certificate No. 474S located in Highlands County, Florida,
and submits the following:

PART I APPLICANT INFORMATION

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

Highlands Ridge Utilities, LLC
Name of utility

(863) 471-1112 () N/A
Phone No. Fax No.

P.O. Box 768
P.O. Box

Office street address
Office street address

Sebring FL 33871
City State Zip Code

N.A.
Mailing address if different from street address

N.A.
Mailing address if different from street address

N.A.
Internet address if applicable

COM
APA
ECR
GCL
RAD
SSC
ADM
OPC
CLK

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

Joe DoBosh	(863) 471-1112	
Name	Phone No.	
P.O. Box 768		
Street address		
Sebring	FL	33871
City	State	Zip Code

- C) The full name, address and telephone number of the governmental authority:

City of Sebring		
Name of utility		
(863) 471-5100	(863) 471-5142	
Phone No.	Fax No.	
368 South Commerce Avenue		
Office street address		
Sebring	FL	33870
City	State	Zip Code
N.A.		
Mailing address if different from street address		
www.mysebring.com		
Internet address if applicable		

- D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

Bob Boggus, Assist. Utilities Director	(863) 471-5112 Ext. 221	
Name	Phone No.	
321 North Mango Street		
Street address		
Sebring	FL	33870
City	State	Zip Code

PART II FINANCIAL INFORMATION

- A) Exhibit A - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.

- B) Exhibit N/A - A statement regarding the disposition of customer deposits and the accumulated interest thereon.

- C) Exhibit N/A - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

- D) Exhibit B - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.

- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:

_____.

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.

IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION

A) **TERRITORY DESCRIPTION**

Exhibit C - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should **NOT** refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

B) **TERRITORY MAPS**

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

C) **TARIFF SHEETS**

Exhibit E - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 11-12.) Sample tariff sheets are attached. (Pages 13-16.)

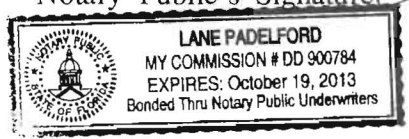
PART IV AFFIDAVIT

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

BY: *Bob Boggus*
Applicant's Signature
Bob Boggus
Applicant's Name (Typed)
Assistant Utilities Director
Applicant's Title *

Subscribed and sworn to before me this 21st day of December, 2009 by Bob Boggus who is personally known to me or produced identification _____.
(Type of Identification Produced)

Lane Padelford
Notary Public's Signature



Print, Type or Stamp Commissioned
Name of Notary Public

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

Exhibit A

**AGREEMENT FOR THE SALE AND PURCHASE
OF WATER AND SEWER SYSTEMS**

THIS AGREEMENT is made and entered into by and between **HIGHLANDS RIDGE UTILITIES, LLC**, a Florida limited liability company (herein called "Seller") and the **CITY OF SEBRING**, a Florida municipal corporation (herein called "Purchaser").

WITNESSETH:

WHEREAS, Seller owns and operates a water treatment plant and distribution system (herein called the "Water System") and a wastewater treatment plant and collection system (herein called the "Wastewater System") and a franchise to operate the same in an unincorporated area of Highlands County covering the Highlands Ridge Subdivisions and certain other undeveloped property in the vicinity of Sebring, Florida (herein collectively called the "Systems"); and

WHEREAS, Seller is willing to sell all of the assets of the Systems, including wells, water distribution and transmission lines, lift stations, sewerage collections lines, manholes, valves, pumps, motors, and attendant treatment facilities together with adequate space, as determined by Purchaser with input from Seller, around each of those facilities for maintenance and fencing (herein called the "Assets"), together with all necessary easements for the sewage collection and water distribution facilities and necessary transmission lines providing for the access, operation, maintenance and improvements of all parts and components of the Systems; and

WHEREAS, Purchaser is desirous of purchasing the Systems and ultimately interconnecting them into Purchaser's water and wastewater collection system (the "City Systems"), all in accordance with the terms and provisions set forth herein,

NOW THEREFORE, THE PARTIES BEING FULLY ADVISED IN THE PREMISES, and in consideration of the valuable payments and mutual covenants, representations and warranties set forth herein, contract and agree as follows:

1. **SALE AND PURCHASE OF SYSTEMS.** Seller agrees to sell, transfer and convey to Purchaser and Purchaser agrees to purchase from Seller the real property used in connection with the Water System as depicted on Exhibit "A" attached hereto and the real property used in connection with the Wastewater System as depicted on Exhibit "B" attached hereto (herein collectively the "Real Property") and the Systems, including but not limited to: two steel pneumatic water storage tanks each with 15,000 gallon storage capacity; water treatment facilities utilizing liquid chlorination, one 90 kw standby generator (LP fueled); approximately 46,562 linear feet of water distribution lines; five lift stations; approximately 34,538 linear feet of collecting mains; approximately 7,600 linear feet of force mains; 107 concrete manholes; two 8" wells with depths of approximately 1,310 feet each with 40 hp pumps; one 230 square foot concrete block pump house; and, if not on public right-of-way, sufficient land around them with adequate full time access to allow for their proper operation, maintenance and replacement; all easements or rights of access needed to service and maintain the Systems; Seller's territories as described on Exhibit "C" attached hereto; and Seller's operating tariffs and existing customers as described on Exhibit "D" attached hereto.

2. **CONSIDERATION FOR SALE AND PURCHASE.** The agreed monetary consideration for the sale and purchase of the Systems is Purchaser's payment of \$1,402,750.00, of which \$140,275.00 shall be paid as a deposit on the contract within ten days of full execution of this agreement. The deposit is refundable only if Seller breaches this Agreement or Seller terminates this Agreement pursuant to the "Termination by Purchaser" provisions herein. In addition to the monetary consideration, Purchaser agrees that:

- A. The initial rate to be charged to the customers by Purchaser shall be the higher of the rate currently being charged by Seller, Purchaser's current rate, or a tiered rate structure appropriate to the customers' use.
- B. Subject to acts of God and other matters beyond Purchaser's control, Purchaser shall provide uninterrupted service to all existing customers of Seller.
- C. Purchaser will provide water service upon request and payment of appropriate fees and charges to all property in the territory, subject to payment of Purchaser's connection fees and user fees, and shall continue to provide such services so long as Purchaser's charges for such services are paid when due.

3. **CUSTOMER DEPOSITS, RECORDS, AND REVENUE.** Seller shall transfer all customer deposits, customer records, prepayments for services and unbilled revenue to Purchaser at closing. Seller intends to bill all accounts in the days leading up to Closing and Seller will retain ownership of the accounts receivable as billed revenue. Promptly after billing, Seller will give Purchaser all meter readings from its final billings. If any customers have a credit balance, those customers and their credit balances will be provided to Purchaser and Purchaser will receive a credit for the total, at closing.

4. **TITLE TO REAL PROPERTY.** Within five (5) days prior to closing, Purchaser may acquire, at Purchaser's expense, a title insurance commitment in the amount of Purchaser's estimated value of the Real Property being conveyed by Seller to Purchaser insuring good and marketable title thereto with all standard exceptions deleted. Purchaser shall have two (2) days thereafter to examine the commitment and notify Seller, in writing, if title is not acceptable and specifying the defects. Acceptable title shall be a good and merchantable fee simple title, subject only to easements and restrictions of record and taxes not then due and payable. If title is not acceptable, Seller shall have ninety (90) days from the receipt of the notice of title defects in which to cure or remove the same, at its expense. If Seller fails to cure or remove any defect within such period, or as extended, Purchaser shall have five (5) business days after notice thereof to promptly either waive the title defects and proceed with the purchase or withdraw from the transaction.

5. **CLOSING.** This transaction shall be closed on or before April 15, 2009. Seller shall operate the Systems in a competent and professional manner until closing. Closing shall take place at the offices of Swaine & Harris, P.A., 425 South Commerce Avenue, Sebring, Florida, or at such other place mutually agreeable to the parties.

- A. At closing, Seller shall deliver the following:
 - (1) An executed Bill of Sale conveying the Systems and all of their constituent parts, equipment and spare parts to Purchaser free and clear of all liens;

- (2) Proper assignment of any and all contracts, accounts receivable, tariffs, licenses, territory and permits together with any necessary third party consents;
- (3) Proper assignment of all easements necessary for and related to the Systems;
- (4) An executed Warranty Deed conveying marketable title to the real property upon which the treatment plants and any lift stations are located to Purchaser;
- (5) An acceptable signed Seller's Closing Statement;
- (6) An estoppel letter from the lender or lenders on Seller's existing debt, if any, setting forth the amount required to be paid as of closing for Seller to be able to convey the Systems free and clear of all liens;
- (7) An executed assignment of all of Sellers' customer deposits and customer records; and
- (8) Proper assignment of all warranties and continuing service contracts applicable to the Systems.

B. At closing Purchaser shall deliver the following:

- (1) An acceptable signed Purchaser's Closing Statement; and
- (2) Funds representing the net cash due at closing, less any approved adjustments.

Seller shall bear the cost of all documentary stamps required by law with respect to the deed and the recording of any curative documents. After closing, Swaine & Harris, P.A. shall record the Deed, Easements and Assignment of Easements in the Public Records of Highlands County, Florida and deliver the Bill of Sale and Assignments of other rights and customer deposits to Purchaser, pay any debts of Seller required to clear title to the Systems and deliver the balance of the funds to Seller.

6. **TERMINATION BY PURCHASER.** This Agreement may be terminated by Purchaser upon the occurrence of any of the following:

- A. City Council holds a public hearing on the proposed purchase and fails to determine that the purchase is in the public interest.
- B. Adequate legal descriptions and good title to any real property to be conveyed in conjunction with the Real Property or lift stations are not provided by Seller, or if the existence, location, size and/or availability of the easements required to operate and maintain the Systems are not reasonably satisfactory to Purchaser.

C. Seller violates any covenant, term or condition of this Agreement prior to closing.

7. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby represents and warrants the following to and for the benefit of the Purchaser:

- A. **Litigation.** There are no actions, suits or proceedings pending against Seller, with respect to the Systems or, to Seller's best knowledge, threatened against or affecting Seller or the Systems before any court or administrative body or agency having jurisdiction over Seller or the Systems.
- B. **Environmental Matters.** There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation or proceeding pending or, to the best knowledge of Seller, threatened against Seller, or relating in any way to applicable environmental, health and safety laws or regulations, including any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any hazardous materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, including any state or local counterparts or equivalent, in each case, order, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time, including: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 V.S.C., 33 V.S.C., 42 V.S.C. and 42 V.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 V.S.C. Section 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 V.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 V.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 V.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 V.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 V.S.C. Section 349, 42 V.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 V.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 V.S.C., 29 V.S.C., 33 V.S.C. and 42 V.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 V.S.C. Section 1101 et seq.); (xi) the Vranium Mill Tailings Radiation Control Act (42 V.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 V.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 V.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 V.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 V.S.C. Section 1100 et seq.) (collectively "Environmental Law").
- C. **Title to Assets.** Seller has good and marketable title to the Systems, and can deliver them free and clear of any liens and claims at closing.

- D. Permits. To the best of Seller's knowledge, the items listed on Exhibit "E" attached hereto comprise all of the governmental permits, franchises and licenses required to carry on the operation of the Systems. True and correct copies of such permits, franchises and licenses have been delivered to the Purchaser and Seller will transfer the permits, franchises and licenses concerning the Systems to the Purchaser at closing.
- E. Compliance with Laws and Regulations. To Seller's best knowledge, Seller has not violated or failed to comply with any applicable statute, law, ordinance or regulation of any governmental agency and Seller has not received any notice asserting that such violation or failure of compliance has occurred that has not been corrected.
- F. Exclusive Offer. Upon Seller's execution of this agreement it will constitute an exclusive offer to sell the Systems to Purchaser and Seller shall not thereafter negotiate with any other entity for said sale until and unless Seller's offer is not accepted by Purchaser by March 18, 2009 or, if so accepted by Purchaser, is terminated by Purchaser pursuant to paragraph 6 of this contract.
- G. Authority. Seller has the legal authority to enter into this agreement and has obtained such governmental and shareholder consents as are necessary to transfer the Systems to Purchaser.
- H. Surveys. Seller shall provide Purchaser with copies of all surveys made of the Real Property and the lift station locations within five (5) days of execution of this Agreement.
- I. Financial Records. Seller shall provide Purchaser with copies of: the most recent income and expense statement of the utility; the most recent balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon; and a statement of the existing rate base of the utility for regulatory purposes within five (5) days of execution of this Agreement.
- J. Representations True at Closing. All representations and warranties set forth in this Agreement shall be true and correct as of the closing date just as if such representations and warranties were made as of and at that date.

8. **REPRESENTATIONS AND WARRANTIES OF PURCHASER.**

- A. Litigation. There are no actions, suits, or proceedings pending against the Purchaser or, to the Purchaser's best knowledge, threatened against or affecting the Purchaser before any court or administrative body or agency having jurisdiction over the Purchaser, which might materially adversely affect the ability of the Purchaser to perform its obligations under this Agreement.

- B. Representations True at Closing. All representations and warranties set forth in this Agreement shall be true and correct as of the closing date, just as if such representation and warranties were made as of and at that date.

9. CONDITION OF SYSTEMS. The Systems are to be transferred or conveyed by Seller to Purchaser "as is" and Seller makes no representation or warranty whatsoever concerning the condition of the Systems, except as otherwise set forth herein.

10. COMPLIANCE. The parties shall comply with §367.071(4)(a), Florida Statutes. Seller shall provide Purchaser the most recent available income and expense statement, balance sheet, and statement of rate base for regulatory purposes and contributions-in-aid-of-construction of the Systems. Interim rates, if previously approved by the Public Service Commission ("PSC"), must be discontinued, and any money collected pursuant to interim rate relief must be refunded by Seller to the customers of the Systems with interest. While the sale of facilities, in whole or part, to a governmental authority shall be approved by the PSC as a matter of right, Purchaser shall file an application with the PSC in a timely manner. Seller shall be responsible for all regulatory assessment fees prior to the date of closing.

11. COVENANTS OF SELLER. Seller covenants and agrees that, between the time of execution of this Agreement and the closing, Seller shall operate the Systems diligently in the same manner as heretofore and will not make or institute any changes in its method of management or operation unless required by the Florida Department of Environmental Protection to do so and Seller shall not:

- A. Sell, transfer, lease or otherwise dispose of any asset relating to the Systems;
- B. Collect any prepayment for services to be provided by Purchaser after closing;
- C. Waive or permit the loss of any substantial right relating to the Systems; or
- D. Collect any user fee for connection to the Systems without Purchaser's consent, which consent will not be unreasonably withheld, and provided that any such connection fee so collected will be applied in reduction of the cash due to Purchaser at closing.

12. HIGHLANDS RIDGE NORTH. After closing, Purchaser shall consider the feasibility of providing reclaimed water for the irrigation of the Highlands Ridge North golf course, however, Purchaser shall not be obligated to provide the reclaimed water if Purchaser determines doing so is not in Purchaser's best interests.

13. CONTINGENCIES. The obligation of the parties under this Agreement shall be subject to the following contingencies:

- A. Water Capacity. The current SFWMD permit number 20009516.004 provides total water withdrawal of 223,700 gallons per day (gpd) on an annual average basis, 394,000 gpd on a peak month basis and 224,900 gpd on an annual average drought quantity basis. The current permit expires July 31, 2009. Presently, Seller is pumping its entire permitted capacity. Purchaser will reserve sufficient capacity

for the 179 fully developed vacant sites and 59 undeveloped sites upon payment of the actual cost of the meters. Seller will extend all lines necessary for the 59 undeveloped sites, at Seller's expense. Purchaser will allow the balance of the connection charges to be paid at issuance of a Certificate of Occupancy, rather than at the time of permit issuance.

- B. Wastewater Treatment Plant and Wastewater Capacity. Seller represents that its wastewater treatment plant has an operating capacity of 95,000 gpd.
- C. Public Interest. City Council holds a public hearing and determines that the purchase is in the public interest.
- D. Partial Assignments of Declarant's Rights. Execution of the Partial Assignment of Declarant's Rights by Sebring Highlands Builders, LLC, substantially in the form attached hereto as Exhibit "F" and execution of the Partial Assignment of Declarant's Rights by Sebring Land Limited Partnership, substantially in the form attached hereto as Exhibit "G"

14. **FENCING OF FACILITIES.** Purchaser may be required to place additional fencing around the wastewater treatment plan to protect the public and Purchaser is aware that Seller is concerned about the appearance of the fencing. Purchaser will investigate the advisability and additional cost of installing screening or less visually objectionable fencing along Fairway Vista Drive. If the cost of the screening or the less visually objectionable fence along Fairway Vista Drive is not too excessive and does not create a security problem, in Purchaser's sole judgment, Purchaser will install the less objectionable fencing.

15. **NOTICES.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed given when delivered in person or mailed by certified or registered mail, postage prepaid, return receipt requested and addressed as follows:

Seller:
George P. Apostolicas, President
27/SSH Corp., General Partner of
Sebring Land Limited Partnership
1275 Lake Heathrow Lane
Heathrow, FL 32746

Purchaser:
City of Sebring
Attention: City Administrator
368 South Commerce Avenue
Sebring, Florida 33870

copy to:
George Apostolicas, President
27/SSH Corp., Manager
1275 Lake Heathrow Lane
Heathrow, FL 32746

copy to:
Robert S. Swaine
City Attorney
Swaine & Harris, P.A.
425 South Commerce Avenue
Sebring, FL 33870

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida. The venue for purposes of litigation shall be Highlands County, Florida.

17. **ATTORNEY'S FEES.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections, from the losing party.

18. **SURVIVAL OF CLOSING.** Seller's representations shall survive closing and shall remain enforceable.

19. **CAPTIONS.** The captions and headings used in this Agreement are for convenience only and do not affect, limit or amplify the terms and provisions hereof.

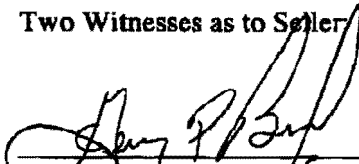
20. **INVALID PROVISIONS.** If any provision is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.


21. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire agreement between the parties. No representations, inducements, promises or agreement, oral or otherwise, which are not embodied herein shall be of any force or effect.

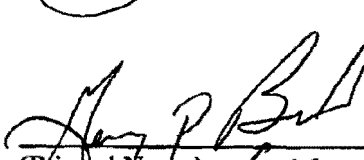
22. **MULTIPLE ORIGINALS.** This Agreement is executed in multiple copies, each of which shall be deemed an original.

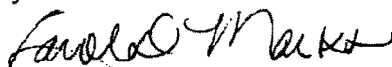
EXECUTED by Seller this 11TH day of MARCH, 2009.

Two Witnesses as to Seller

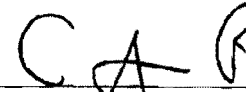

(Printed Name) GARY P BEINK

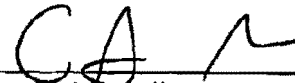

(Printed Name) CAROL D MARKS


(Printed Name) GARY P BEINK


(Printed Name) CAROL D MARKS

HIGHLANDS RIDGE UTILITIES, LLC, a Florida limited liability company

By: 
George P. Apostolicas, President of 27/SSH Corp., as General of Sebring Land Limited Partnership, Managing Member

By: 
George P. Apostolicas, as President of 27/SSH Corp., Managing Member

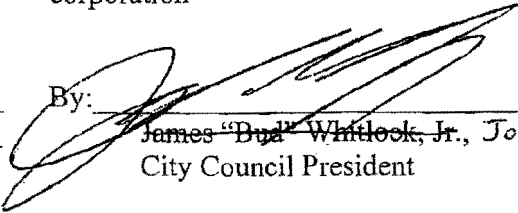
EXECUTED by Purchaser this 7th day of April, 2009.

Two Witnesses as to Purchaser:

CITY OF SEBRING, a Florida municipal corporation

Tiffany Hill
(Printed Name) Tiffany Hill

By:


James "Dud" Whitlock, Jr., John Griffin
City Council President

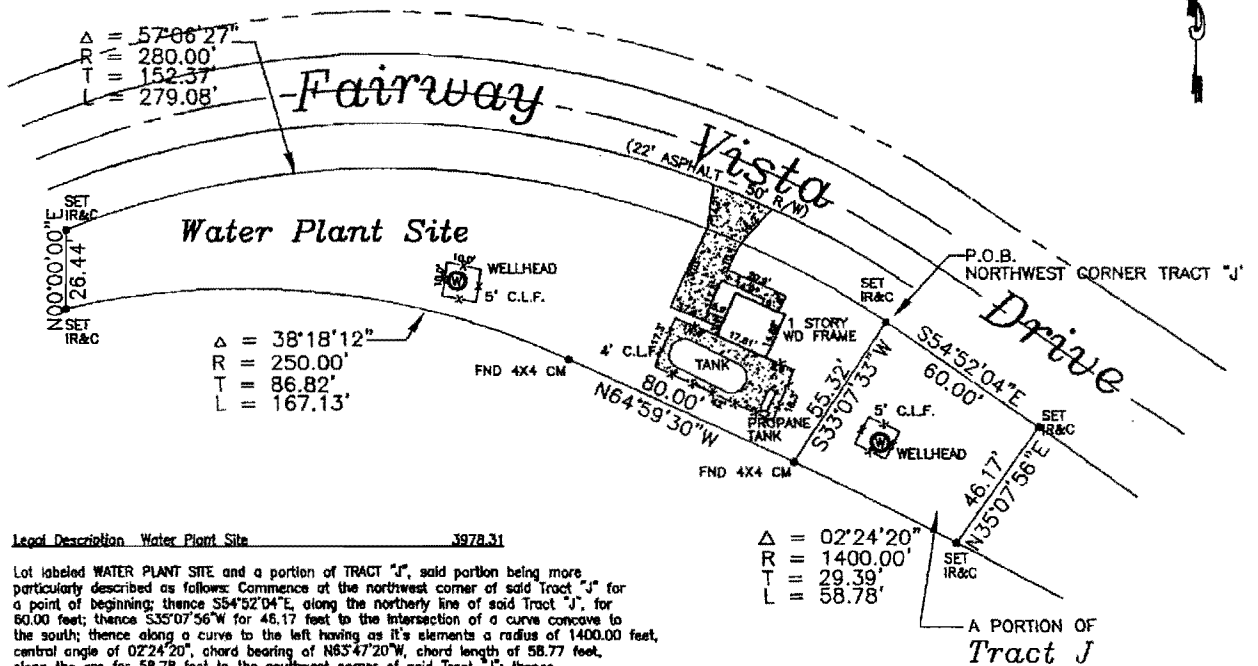
Gammis Fox
(Printed Name) Gammis S. Fox

Attest:

By:

Kathy Haley
Kathy Haley, City Clerk

EXHIBIT "A" LEGAL DESCRIPTION
WATER TREATMENT PLANT



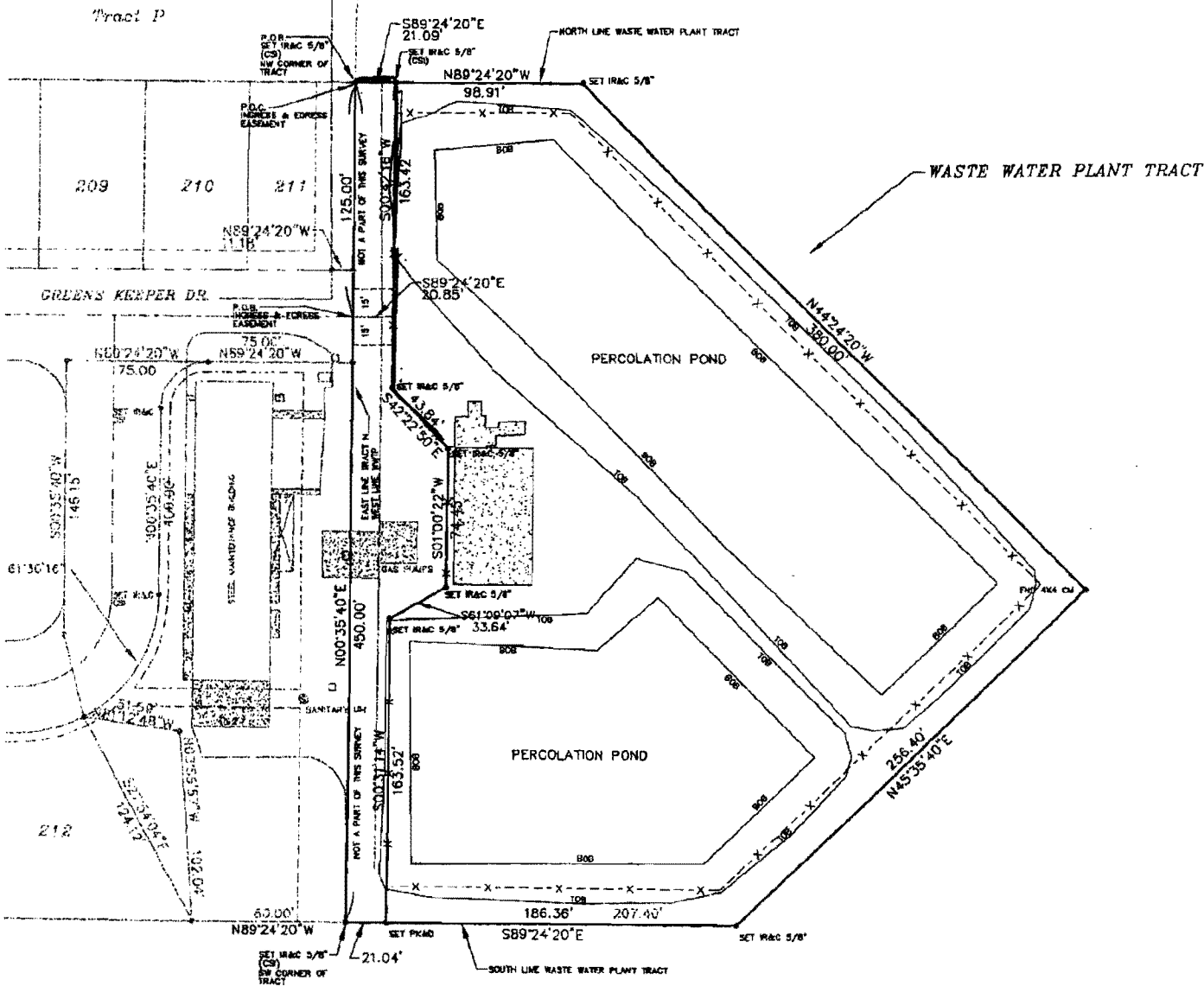
Legal Description Water Plant Site 3978.31

Lot labeled WATER PLANT SITE and a portion of TRACT "J", said portion being more particularly described as follows: Commence at the northwest corner of said Tract "J" for a point of beginning; thence $S54^{\circ}52'04''E$, along the northerly line of said Tract "J", for 60.00 feet; thence $S35^{\circ}07'36''W$ for 46.17 feet to the intersection of a curve concave to the south; thence along a curve to the left having as it's elements a radius of 1400.00 feet, central angle of $02^{\circ}24'20''$, chord bearing of $N83^{\circ}47'20''W$, chord length of 58.77 feet, along the arc for 58.78 feet to the southwest corner of said Tract "J"; thence $N35^{\circ}07'33''E$ for 55.32 feet to the Point of Beginning, HIGHLANDS RIDGE ON LAKE BONNET, PHASE II, as recorded in Plat Book 15, Page 73, of the Public Records of Highlands County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION

Wastewater Treatment Plant



Legal Description

WASTE WATER PLANT

That Tract labeled as WASTE WATER PLANT, HIGHLANDS RIDGE ON LAKE BONNET, PHASE II, as recorded in Plat Book 15, Page 73, of the Public Records of Highlands County, Florida, LESS the following described portion of said Waste Water Plant Tract: Begin at the northwest corner of said Waste Water Plant Tract; thence S89°24'20"E, along the north line of said Tract, for 21.09 feet; thence S00°42'18"W for 183.42 feet; thence S42°23'50"E for 43.84 feet; thence S01°00'22"W for 74.45 feet; thence S61°09'07"W for 33.64 feet; thence S00°31'14"W for 183.52 feet to the south line of said Waste Water Plant Tract; thence N89°24'20"W, along the south line of said Tract, for 21.04 feet to the southwest corner of said Tract; thence N00°35'40"E for 450.00 feet to the Point of Beginning.

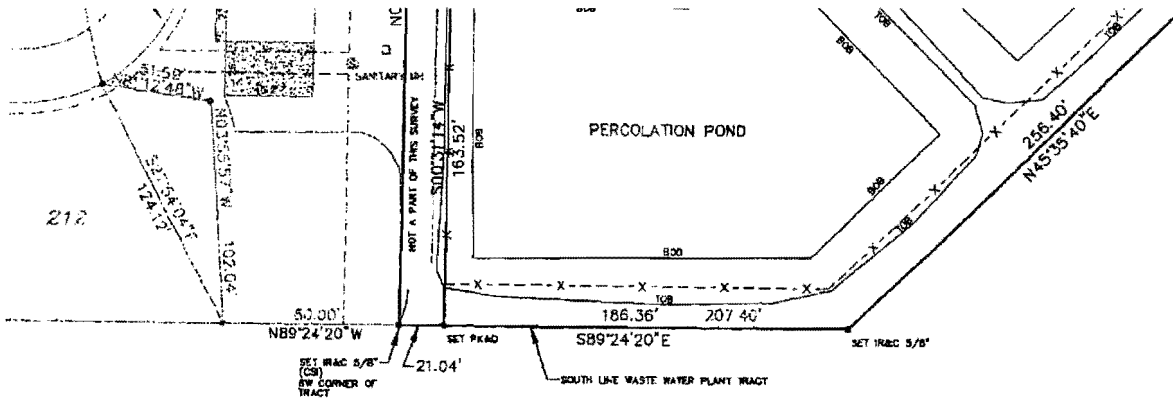
TOGETHER WITH:

A 30.00 foot ingress and egress easement over and across that part of the Tract labeled Wastewater Treatment Plant, HIGHLANDS RIDGE ON LAKE BONNET, PHASE II, as recorded in Plat Book 15, Page 73, Public Records of Highlands County, Florida, the centerline of said easement being described as follows:

Commence at the Northwest corner of said Wastewater Treatment Plant tract; thence South 00°35'40" West, along the West line of said tract, 123.00 feet to the Point of Beginning of said easement centerline; thence South 89°24'20" East, 20.85 feet and said centerline there terminating.

PREPARED FOR:

HIGHLANDS RIDGE ASSOCIATES, INC.
 HIGHLANDS RIDGE UTILITIES, LLC
 FIRST UNION NATIONAL BANK
 CHICAGO TITLE INSURANCE COMPANY
 JONES, FOSTER, JOHNSON & STUBBS, P.A.
 LOWMEYER, DROSDICK, DOSTER, KANTOR & REED, P.A.



Legal Description

WASTE WATER PLANT

That Tract labeled as WASTE WATER PLANT, HIGHLANDS RIDGE ON LAKE BONNET, PHASE I, as recorded in Plat Book 15, Page 73, of the Public Records of Highlands County, Florida, LESS the following described portion of said Waste Water Plant Tract. Begin at the northwest corner of said Waste Water Plant Tract; thence S89°24'20"E, along the north line of said Tract, for 21.06 feet; thence S00°42'18"W for 163.42 feet; thence S42°22'50"E for 43.84 feet; thence S01°00'22"W for 74.45 feet; thence S81°09'07"W for 33.64 feet; thence S00°31'14"W for 163.32 feet to the south line of said Waste Water Plant Tract; thence N89°24'20"W, along the south line of said Tract, for 21.04 feet to the southwest corner of said Tract; thence N00°35'40"E for 450.00 feet to the Point of Beginning.

TOGETHER WITH:

A 30.00 foot ingress and egress easement over and across that part of the Tract labeled Wastewater Treatment Plant, HIGHLANDS RIDGE ON LAKE BONNET, PHASE II, as recorded in Plat Book 15, Page 73, Public Records of Highlands County, Florida, the centerline of said easement being described as follows:

Commence at the Northwest corner of said Wastewater Treatment Plant Tract; thence South 00°35'40" West, along the West line of said tract, 123.00 feet to the Point of Beginning of said easement centerline; thence South 89°24'20" East, 20.85 feet and said centerline there terminating.

PREPARED FOR:
 HIGHLANDS RIDGE ASSOCIATES, INC.
 HIGHLANDS RIDGE UTILITIES, LLC
 FIRST UNION NATIONAL BANK
 CHICAGO TITLE INSURANCE COMPANY
 JONES, FOSTER, JOHNSON & STUBBS, P.A.
 LOWMEES, DROSDICK, ODSTER, KANTOR & REED, P.A.

Exhibit B

GEORGE HENSLEY, JR., MAYOR

COUNCIL:

JOHN GRIFFIN, PRESIDENT
JOHN CLARK, PRO-TEMPORE
MARGIE RHOADES
SCOTT STANLEY
BUD WHITLOCK

THE CITY OF SEBRING

UTILITIES DEPARTMENT

321 N. MANGO STREET
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148(FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

MARTY ROEPSTORFF
UTILITIES DIRECTOR

December 21, 2009

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Sirs;

This letter is to confirm that Highlands Ridge Utilities, LLC has provided to the City of Sebring a copy of their most recent Annual Report. This report contains financial information including an available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.

Please let me know if you have any questions or need additional information.

Sincerely,



Bob Boggus
Assistant Utilities Director

Exhibit C

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

That part of the South $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying North and East of the present right-of-way line of the Seaboard Airline Railroad: the West 1100.00 feet of the Northeast $\frac{1}{4}$: the East 220.00 feet of the West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, all being in Section 8, Township 34 South, Range 29 East, Highlands County, Florida AND

The West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$: the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$: the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$: the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$: the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$: and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ all being in Section 9, Township 34 South, Range 29 East, Highlands County, Florida. The above described property includes the subdivision known as Bonnet Lake Village, according to the plat thereof as recorded in Plat Book 10, Page 8, of the Public Records of Highlands County, Florida. Less and Except that portion of the following described property that lies in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9, described as follows: Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9: thence North 00 degrees 25'00" East along the East line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 1449 feet to the point of beginning: thence North 89 degrees 35'00" West 660 feet to the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9: thence South 00 degrees 25'00": East 129.42 feet to the South line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$: thence South 89 degrees 35'00" East along said South line 660 feet to the Southeast corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$: thence : North 00 degrees 25'00" East along the East line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9 a distance of 129.42 feet to the point of beginning AND

Tracts A and B and Lot 52 of BASKET LAKE GROVES according to plat thereof recorded in Plat Book 3, Page 25 of the Public Records of DeSoto (now Highlands) County, Florida, and that portion of a 40 foot platted road right-of-way lying north of said Tracts A and B and Lot 52 of said BASKET LAKE GROVES, closed by Resolution recorded in Official Records Book 1053, Pages 472-474, of the public records of Highlands County, Florida, all being more particularly described as follows: Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of Section 8, Township 34 South, Range 29 East, Highlands County, Florida: thence North 00 degrees 31'31" East 84.00 feet to the North line of a 40 foot platted right-of-way as shown on said plat of BASKET LAKE GROVES: thence North 89 degrees 29'30" West along said North right-of-way line 638.02 feet to the Point of Beginning: thence continue North 89 degrees 29'30" West along said right-of-way line 1142.07 feet: thence South 00 degrees 31'30" West along the West line of said Tract "B" a distance of 326.00 feet to the Southwest corner of said Tract "B": thence South 89 degrees 29'30" East along the South line of said Tracts "B" and "A" a distance of 823.06 feet to the Southeast corner of said Tract "A": thence South 00 degrees 31'30" West along the West line of said Lot 52 a distance of 1058.00 feet to the Southwest corner of said Lot 52: thence South 89 degrees 28'30" East along the South line of said Lot 52 a distance of 319.01 feet to the Southeast corner of said Lot 52: thence North 00 degrees 31'30" East along the East line of said Lot 52 and its extension 1384.00 feet to the Point of Beginning.

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED. CONTINUED

THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼; AND THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼; AND THE EAST ½ OF THE SOUTHEAST ¼, SECTION 32, TOWNSHIP 33 SOUTH, RANGE 29 EAST, LESS THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE SE ¼ OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE EAST ¼ OF THE SE ¼ OF SAID SECTION 32 FOR A POINT OF BEGINNING (P.O.B.#1); THENCE N00°22'17"E, ALONG THE WEST LINE OF SAID EAST ¼ OF THE SE ¼, FOR 1366.98 FEET; THENCE S89°18'17"E FOR 1078.09 FEET; THENCE S00°47'35"E FOR 50.47 FEET; THENCE S41°38'05"W FOR 60.50 FEET; THENCE S01°07'04"W FOR 1233.54 FEET TO THE SOUTH LINE OF SAID SE ¼; THENCE N89°59'37"W, ALONG THE SOUTH LINE OF SAID SE ¼ FOR 1022.81 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE SOUTH 25 FEET FOR MAINTAINED RIGHT OF WAY. ALL BEING AND LYING IN HIGHLANDS COUNTY, FLORIDA.

TOGETHER WITH:

THE SW ¼ OF SECTION 33, TOWNSHIP 33 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

TOGETHER WITH:

THE NW ¼ OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 29 EAST, LESS THE WEST ¼ OF THE WEST ¼ OF THE NW ¼ AND LESS A PORTION OF THE EAST ¼ OF THE NW ¼ OF SAID SECTION 4 MORE PARTICULARLY DESCRIBED AS: BEGIN (P.O.B.#2) AT THE SE CORNER OF THE NW ¼ OF SAID SECTION 4; THENCE RUN N88°01'27"W ALONG THE SOUTH LINE OF SAID NW ¼ FOR 2,007.82 FEET TO A POINT ON THE WEST LINE OF SAID E ¼, THENCE N00°22'33"E ALONG SAID WEST LINE, FOR 422.94 FEET; THENCE S68°33'41"E, FOR 102.64 FEET; THENCE S88°59'26"E, FOR 192.38 FEET; THENCE N57°33'40"E, FOR 227.22 FEET; THENCE N88°56'14"E, FOR 260.66 FEET; THENCE S84°29'29"E, FOR 218.15 FEET; THENCE S75°48'08"E, FOR 171.23 FEET; THENCE S75°24'51"E, FOR 202.17 FEET; THENCE S48°06'49"E, FOR 185.31 FEET; THENCE S46°05'33"E, FOR 171.77 FEET; THENCE S57°32'57"E, FOR 131.52 FEET; THENCE S43°01'02"E, FOR 202.84 FEET; THENCE S89°29'00"E, FOR 166.61 FEET TO THE EAST LINE OF SAID NW ¼ THENCE S00°03'16"E ALONG SAID EAST LINE, 35.83 FEET TO THE POINT OF BEGINNING.

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

Exhibit E

WATER TARIFF

HIGHLANDS RIDGE UTILITIES, LLC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

HIGHLANDS RIDGE UTILITIES, LLC
NAME OF COMPANY

1275 HEATHROW LANE

HEATHROW, FLORIDA 32746

(ADDRESS OF COMPANY)

(407)333-1000

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY. HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
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Description of Territory Served	3.1-3.2
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	26.0
Standard Forms	20.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

FIRST REVISED SHEET NO. 3.0
CANCELS ORIGINAL SHEET NO. 3.0

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 544-W

COUNTY - Highlands

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-92-0954-FOF-WS	09/09/92	920306-WS	Original
PSC-01-1917-PAA-WS	09/24/01	001551-WS	Transfer
PSC-02-1849-FOF-WS	12/27/02	020990-WS	Amendment

(Continued to Sheet No. 3.1)

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

That part of the South ½ of the Northwest ¼ lying North and East of the present right-of-way line of the Seaboard Airline Railroad: the West 1100.00 feet of the Northeast ¼: the East 220.00 feet of the West ½ of the Northeast ¼ and the East ½ of the Northeast ¼, all being in Section 8, Township 34 South, Range 29 East, Highlands County, Florida AND

The West ½ of the Northeast ¼: the East ½ of the Northwest ¼: the Northwest ¼ of the Northwest ¼: the North ½ of the Southwest ¼ of the Northwest ¼: the Northwest ¼ of the Southeast ¼: and the Northeast ¼ of the Southwest ¼ all being in Section 9, Township 34 South, Range 29 East, Highlands County, Florida. The above described property includes the subdivision known as Bonnet Lake Village, according to the plat thereof as recorded in Plat Book 10, Page 8, of the Public Records of Highlands County, Florida. Less and Except that portion of the following described property that lies in the Northwest ¼ of the Southeast ¼ of said Section 9, described as follows: Commence at the Southeast corner of the Southwest ¼ of the Southeast ¼ of said Section 9: thence North 00 degrees 25'00" East along the East line of said Southwest ¼ of the Southeast ¼ a distance of 1449 feet to the point of beginning: thence North 89 degrees 35'00" West 660 feet to the West line of the East ½ of the Northwest ¼ of the Southeast ¼ of said Section 9: thence South 00 degrees 25'00": East 129.42 feet to the South line of said Northwest ¼ of the Southeast ¼: thence South 89 degrees 35'00" East along said South line 660 feet to the Southeast corner of said Northwest ¼ of the Southeast ¼: thence : North 00 degrees 25'00" East along the East line of said Northwest ¼ of the Southeast ¼ of said Section 9 a distance of 129.42 feet to the point of beginning AND

Tracts A and B and Lot 52 of BASKET LAKE GROVES according to plat thereof recorded in Plat Book 3, Page 25 of the Public Records of DeSoto (now Highlands) County, Florida, and that portion of a 40 foot platted road right-of-way lying north of said Tracts A and B and Lot 52 of said BASKET LAKE GROVES, closed by Resolution recorded in Official Records Book 1053, Pages 472-474, of the public records of Highlands County, Florida, all being more particularly described as follows: Commence at the Southeast corner of the Northeast ¼ of Section 8, Township 34 South, Range 29 East, Highlands County, Florida: thence North 00 degrees 31'31" East 84.00 feet to the North line of a 40 foot platted right-of-way as shown on said plat of BASKET LAKE GROVES: thence North 89 degrees 29'30" West along said North right-of-way line 638.02 feet to the Point of Beginning: thence continue North 89 degrees 29'30" West along said right-of-way line 1142.07 feet: thence South 00 degrees 31'30" West along the West line of said Tract "B" a distance of 326.00 feet to the Southwest corner of said Tract "B": thence South 89 degrees 29'30" East along the South line of said Tracts "B" and "A" a distance of 823.06 feet to the Southeast corner of said Tract "A": thence South 00 degrees 31'30" West along the West line of said Lot 52 a distance of 1058.00 feet to the Southwest corner of said Lot 52: thence South 89 degrees 28'30" East along the South line of said Lot 52 a distance of 319.01 feet to the Southeast corner of said Lot 52: thence North 00 degrees 31'30" East along the East line of said Lot 52 and its extension 1384.00 feet to the Point of Beginning.

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼; AND THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼; AND THE EAST ½ OF THE SOUTHEAST ¼, SECTION 32, TOWNSHIP 33 SOUTH, RANGE 29 EAST, LESS THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE SE ¼ OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE EAST ¼ OF THE SE ¼ OF SAID SECTION 32 FOR A POINT OF BEGINNING (P.O.B.#1); THENCE N00°22'17"E, ALONG THE WEST LINE OF SAID EAST ¼ OF THE SE ¼, FOR 1366.98 FEET; THENCE S89°18'17"E FOR 1078.09 FEET; THENCE S00°47'35"E FOR 50.47 FEET; THENCE S41°38'05"W FOR 60.50 FEET; THENCE S01°07'04"W FOR 1233.54 FEET TO THE SOUTH LINE OF SAID SE ¼; THENCE N89°59'37"W, ALONG THE SOUTH LINE OF SAID SE ¼ FOR 1022.81 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE SOUTH 25 FEET FOR MAINTAINED RIGHT OF WAY. ALL BEING AND LYING IN HIGHLANDS COUNTY, FLORIDA.

TOGETHER WITH:

THE SW ¼ OF SECTION 33, TOWNSHIP 33 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

TOGETHER WITH:

THE NW ¼ OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 29 EAST, LESS THE WEST ½ OF THE WEST ¼ OF THE NW ¼ AND LESS A PORTION OF THE EAST ¼ OF THE NW ¼ OF SAID SECTION 4 MORE PARTICULARLY DESCRIBED AS: BEGIN (P.O.B.#2) AT THE SE CORNER OF THE NW ¼ OF SAID SECTION 4; THENCE RUN N88°01'27"W ALONG THE SOUTH LINE OF SAID NW ¼ FOR 2,007.82 FEET TO A POINT ON THE WEST LINE OF SAID E ¼, THENCE N00°22'33"E ALONG SAID WEST LINE, FOR 422.94 FEET; THENCE S88°33'41"E, FOR 102.64 FEET; THENCE S88°59'26"E, FOR 192.38 FEET; THENCE N57°33'40"E, FOR 227.22 FEET; THENCE N88°56'14"E, FOR 260.66 FEET; THENCE S84°29'29"E, FOR 218.15 FEET; THENCE S75°48'08"E, FOR 171.23 FEET; THENCE S75°24'51"E, FOR 202.17 FEET; THENCE S48°06'49"E, FOR 165.31 FEET; THENCE S46°05'33"E, FOR 171.77 FEET; THENCE S57°32'57"E, FOR 131.52 FEET; THENCE S43°01'02"E, FOR 202.84 FEET; THENCE S89°29'00"E, FOR 166.61 FEET TO THE EAST LINE OF SAID NW ¼ THENCE S00°03'16"E ALONG SAID EAST LINE, 35.83 FEET TO THE POINT OF BEGINNING.

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u>	<u>Development</u>	Rate Schedule(s) <u>Available</u>	<u>Sheet No.</u>
Highlands	Highlands Ridge	GS, RS	12.0, 13.0

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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 HIGHLANDS RIDGE UTILITIES, LLC.
- 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)

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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.

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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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
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Inspection of Customer's Installation	9.0	13.0
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(Continued to Sheet No. 6.1)

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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.

(Continued on Sheet No. 8.0)

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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 on Sheet No. 9.0)

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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 - 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 on Sheet No. 10.0)

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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 spacers 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.

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	16.0
General Service, GS	12.0
Meter Test Deposit	17.0
Miscellaneous Service Charges	18.0
Multi-Residential Service, MS	14.0
Residential Service, RS	13.0
Service Availability Fees and Charges	19.0

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
WATER TARIFF

GENERAL SERVICE
RATE SCHEDULE GS

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

<u>RATE</u> -	<u>Base Facility Charge</u>	<u>Rate</u>
	<u>Meter Sizes:</u>	
	5/8" x 3/4"	\$ 10.79
	Full 3/4"	16.21
	1"	26.99
	1 1/2"	53.99
	2"	86.39
	3"	172.79
	4"	269.99
	6"	863.99

GALLONAGE CHARGE - \$ 1.27 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - November 1, 2008

TYPE OF FILING - 2008 Price Index

ROBIN A. REED
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

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

<u>RATE</u> -	<u>Base Facility Charge</u>	<u>Rate</u>
	<u>Meter Sizes:</u>	
	5/8" x 3/4"	\$ 10.79
	Full 3/4"	16.21
	1"	26.99
	1 1/2"	53.99
	2"	86.39
	3"	172.79
	4"	269.99
	6"	863.99

GALLONAGE CHARGE - \$ 1.27 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - November 1, 2008

TYPE OF FILING - 2008 Price Index

ROBIN A. REED
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

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 -

Meter Size

Base Facility Charge

NOT APPLICABLE

GALLONAGE CHARGE

\$

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE March 28, 2002

TYPE OF FILING - Transfer

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - To fire hydrants furnishing fire protection installed on public or private property connected to the water mains of 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 -

MINIMUM CHARGE - \$

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

EFFECTIVE DATE - March 28, 2002

TYPE OF FILING - Transfer

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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> </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 Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of October 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 - March 28, 2002

TYPE OF FILING - Transfer

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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 - March 28, 2002

TYPE OF FILING - Transfer

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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 - March 28, 2002

TYPE OF FILING - Transfer

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy 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 (350 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"	\$125.00	
1"	\$150.00	
1 1/2"	\$175.00	
2"	\$Actual Cost ¹	
Over 2"	\$Actual Cost ¹	
<u>Plan Review Charge</u>	\$	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (350 GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE March 28, 2002

TYPE OF FILING - Transfer

MICHAEL T. DICK
 ISSUING OFFICER

CO-MANAGER
 TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

INDEX OF STANDARD FORMS

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APPLICATION FOR WATER SERVICE	22.0
COPY OF CUSTOMER'S BILL	24.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	21.0

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

APPLICATION FOR WATER SERVICE

NOT APPLICABLE

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

COPY OF CUSTOMER'S BILL



Bill rendered to:

Utility Statement

2001 B. Fairway Vista Drive
Avon Park, Florida 33825
(863) 471-1117
(863) 471-3398 Fax

Service Address:

Account Number:

Meter Reading Date:
Current
Prior

Service Description:

Code	Description	Prior Reading	Current Reading	Consumption	Charge
------	-------------	---------------	-----------------	-------------	--------

Accounting:

Balance forward from last statement \$

Payments Applied

New Charges

Adjustments

PLEASE PAY THIS AMOUNT \$

Please Detach Below and Return with Payment

Customer:

Service ID:

Amount Due:

Amount Paid: _____

Check No. _____

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<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. 19.0	
System Design and Construction		
Table of Daily Flows		
Transfer of Contributed Property - Bills of Sale		

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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	27.0

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

The Utility provides service to single family manufactured homes. Each home is owned by the customer, but resides on a lot which is rented. Highlands Ridge Associates, Inc. rents the lots to homeowners. The Utility is responsible for the cost and installation of the water distribution system.

To connect to the system, the Utility charges a meter installation fee. The meter installation charges are \$125.00 for 5/8" X 3/4" meter; \$150.00 for 1" meter; \$175.00 for 1-1/2" meter; and actual cost for any meter 2" or above.

These are one-time charges applicable to the initial customer at each location.

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

WASTEWATER TARIFF

HIGHLANDS RIDGE UTILITIES, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

HIGHLANDS RIDGE UTILITIES, LLC
NAME OF COMPANY

1275 HEATHROW LANE

HEATHROW, FLORIDA 32746

(ADDRESS OF COMPANY)

(407) 333-1000

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

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Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	23.0
Standard Forms	18.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

FIRST REVISED SHEET NO. 3.0
CANCELS ORIGINAL SHEET NO. 3.0

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 574-S

COUNTY - Highlands

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-92-0954-FOF-WS	09/09/92	920306-WS	Original
PSC-01-1917-PAA-WS	9/24/01	001551-WS	Transfer
PSC-02-1849-FOF-WS	12/27/02	020990-WS	Amendment

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

That part of the South $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying North and East of the present right-of-way line of the Seaboard Airline Railroad; the West 1100.00 feet of the Northeast $\frac{1}{4}$; the East 220.00 feet of the West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, all being in Section 8, Township 34 South, Range 29 East, Highlands County, Florida AND

The West $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ all being in Section 9, Township 34 South, Range 29 East, Highlands County, Florida. The above described property includes the subdivision known as Bonnet Lake Village, according to the plat thereof as recorded in Plat Book 10, Page 8, of the Public Records of Highlands County, Florida. Less and Except that portion of the following described property that lies in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9, described as follows: Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9; thence North 00 degrees 25'00" East along the East line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 1449 feet to the point of beginning; thence North 89 degrees 35'00" West 660 feet to the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9; thence South 00 degrees 25'00" East 129.42 feet to the South line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence South 89 degrees 35'00" East along said South line 660 feet to the Southeast corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North 00 degrees 25'00" East along the East line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 9 a distance of 129.42 feet to the point of beginning AND

Tracts A and B and Lot 52 of BASKET LAKE GROVES according to plat thereof recorded in Plat Book 3, Page 25 of the Public Records of DeSoto (now Highlands) County, Florida, and that portion of a 40 foot platted road right-of-way lying north of said Tracts A and B and Lot 52 of said BASKET LAKE GROVES, closed by Resolution recorded in Official Records Book 1053, Pages 472-474, of the public records of Highlands County, Florida, all being more particularly described as follows: Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of Section 8, Township 34 South, Range 29 East, Highlands County, Florida; thence North 00 degrees 31'31" East 84.00 feet to the North line of a 40 foot platted right-of-way as shown on said plat of BASKET LAKE GROVES; thence North 89 degrees 29'30" West along said North right-of-way line 638.02 feet to the Point of Beginning; thence continue North 89 degrees 29'30" West along said right-of-way line 1142.07 feet; thence South 00 degrees 31'30" West along the West line of said Tract "B" a distance of 326.00 feet to the Southwest corner of said Tract "B"; thence South 89 degrees 29'30" East along the South line of said Tracts "B" and "A" a distance of 823.06 feet to the Southeast corner of said Tract "A"; thence South 00 degrees 31'30" West along the West line of said Lot 52 a distance of 1058.00 feet to the Southwest corner of said Lot 52; thence South 89 degrees 28'30" East along the South line of said Lot 52 a distance of 319.01 feet to the Southeast corner of said Lot 52; thence North 00 degrees 31'30" East along the East line of said Lot 52 and its extension 1384.00 feet to the Point of Beginning.

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼; AND THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼; AND THE EAST ½ OF THE SOUTHEAST ¼, SECTION 32, TOWNSHIP 33 SOUTH, RANGE 29 EAST, LESS THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE SE ¼ OF SECTION 32, TOWNSHIP 33 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE EAST ¼ OF THE SE ¼ OF SAID SECTION 32 FOR A POINT OF BEGINNING(P.O.B.#1); THENCE N00°22'17"E, ALONG THE WEST LINE OF SAID EAST ¼ OF THE SE ¼, FOR 1366.98 FEET; THENCE S89°18'17"E FOR 1078.09 FEET; THENCE S00°47'35"E FOR 50.47 FEET; THENCE S41°38'05"W FOR 60.50 FEET; THENCE S01°07'04"W FOR 1233.54 FEET TO THE SOUTH LINE OF SAID SE ¼; THENCE N89°59'37"W, ALONG THE SOUTH LINE OF SAID SE ¼ FOR 1022.61 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE SOUTH 25 FEET FOR MAINTAINED RIGHT OF WAY. ALL BEING AND LYING IN HIGHLANDS COUNTY, FLORIDA.

TOGETHER WITH:

THE SW ¼ OF SECTION 33, TOWNSHIP 33 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

TOGETHER WITH:

THE NW ¼ OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 29 EAST, LESS THE WEST ½ OF THE WEST ¼ OF THE NW ¼ AND LESS A PORTION OF THE EAST ¼ OF THE NW ¼ OF SAID SECTION 4 MORE PARTICULARLY DESCRIBED AS: BEGIN(P.O.B.#2) AT THE SE CORNER OF THE NW ¼ OF SAID SECTION 4; THENCE RUN N88°01'27"W ALONG THE SOUTH LINE OF SAID NW ¼ FOR 2,007.82 FEET TO A POINT ON THE WEST LINE OF SAID E ¼, THENCE N00°22'33"E ALONG SAID WEST LINE, FOR 422.94 FEET; THENCE S88°33'41"E, FOR 102.64 FEET; THENCE S88°59'26"E, FOR 192.38 FEET; THENCE N57°33'40"E, FOR 227.22 FEET; THENCE N88°56'14"E, FOR 260.66 FEET; THENCE S84°29'29"E, FOR 218.15 FEET; THENCE S75°48'08"E, FOR 171.23 FEET; THENCE S75°24'51"E, FOR 202.17 FEET; THENCE S48°06'49"E, FOR 185.31 FEET; THENCE S46°05'33"E, FOR 171.77 FEET; THENCE S57°32'57"E, FOR 131.52 FEET; THENCE S43°01'02"E, FOR 202.84 FEET; THENCE S89°29'00"E, FOR 166.61 FEET TO THE EAST LINE OF SAID NW ¼ THENCE S00°03'16"E ALONG SAID EAST LINE, 35.83 FEET TO THE POINT OF BEGINNING.

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Highlands		GS, RS	12.0, 13.0

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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 HIGHLANDS RIDGE UTILITIES, LLC.
- 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)

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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.

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule 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
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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
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Limitation of Use	8.0	9.0
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Policy Dispute	7.0	2.0
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(Continued to Sheet No. 6.1)

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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)

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
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)

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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 - 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)

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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.

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS.RIDGE UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS	12.0
Miscellaneous Service Charges	16.0
Multi-Residential Service, MS	14.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
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 the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Base Facility Charge</u>	<u>Rate</u>
	<u>Meter Sizes:</u>	
	5/8" x 3/4"	\$ 13.02
	Full 3/4"	19.55
	1"	32.57
	1 1/4"	65.15
	2"	104.24
	3"	208.46
	4"	325.72
	6"	651.47
	8"	1,042.33

GALLONAGE CHARGE - \$ 1.84 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - November 1, 2008

TYPE OF FILING - 2008 Price Index

ROBIN A. REED
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
WASTEWATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

- 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 the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -
- | <u>Base Facility Charge</u> | <u>Rate</u> |
|-------------------------------------|-------------|
| <u>Meter Sizes:</u> All meter sizes | \$ 13.02 |
- GALLONAGE CHARGE - \$ 1.54 per 1,000 gallons (maximum 10,000 gallons)
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE - November 1, 2008
- TYPE OF FILING - 2008 Price Index

ROBIN A. REED
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

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 -

Meter Size

Base Facility Charge

NOT APPLICABLE

GALLONAGE CHARGE \$

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE March 28, 2002

TYPE OF FILING - Transfer

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of October 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 - March 28, 2002

TYPE OF FILING - Transfer

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

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 March 28, 2002

TYPE OF FILING - Transfer

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</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	
<u>Main Extension Charge</u>		
Residential-per ERC (250 GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage)	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (250 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 - March 28, 2002

TYPE OF FILING -
 Transfer

MICHAEL T. DICK
 ISSUING OFFICER

CO-MANAGER
 TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

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COPY OF CUSTOMER'S BILL	21.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

NOT APPLICABLE

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL



Utility Statement

3001 E. Fairway Vista Drive
Avon Park, Florida 32925
(863) 471-1117
(863) 471-3398 Fax

Bill rendered to:

Service Address:

Account Number:

Meter Reading Date:
Current
Prior

Service Description:

Code	Description	Prior Reading	Current Reading	Consumption	Charge
------	-------------	---------------	-----------------	-------------	--------

Accounting:

Balance forward from last statement: \$

Payments Applied

New Charges

Adjustments

PLEASE PAY THIS AMOUNT \$

Please Detach Below and Return with Payment

Customer:

Service ID:

Amount Due:

Amount Paid: _____

Check No. _____

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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Developer Agreements		
Easements and Rights-of-Way		
Extensions Outside Certificated Territory		
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Transfer of Contributed Property - Bills of Sale		

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
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Service Availability Policy	24.0

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE

ORIGINAL SHEET NO. 24.0

NAME OF COMPANY: HIGHLANDS RIDGE UTILITIES, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

MICHAEL T. DICK
ISSUING OFFICER

CO-MANAGER
TITLE