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FRIEDMAN & FUMERO, LLP

Attorneys | Counselors



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March 26, 2013

VIA FEDERAL EXPRESS

RECEIVED-FPSC  
13 MAR 27 PM 2:54  
COMMISSION  
CLERK

Ann Cole, Commission Clerk  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

RE: Docket No. 130067-WU; Bocilla Utilities, Inc.'s Application for a Grandfather Water Certificate in Charlotte County, Florida  
Our File No.: 47016.01

Dear Ms. Cole:

Enclosed for filing are an original and six (6) copies of Bocilla Utilities, Inc.'s Application for a Grandfather Water Certificate in Charlotte County, along with this firm's check in the amount of \$500.00 which I believe is the appropriate filing fee for this matter.

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

Very truly yours,

MARTIN S. FRIEDMAN  
For the Firm

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13 MAR 27 PM 1:00

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MSF/mp  
Enclosures

cc: Mr. Craig Noden (w/enclosures) (via e-mail)

Check received, original not forwarded  
to [redacted] for deposit. Fiscal to forward  
deposit information to Records.

Initials of person who forwarded check:

DOCUMENT NUMBER - DATE  
01485 MAR 27 13

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application of BOCILLA UTILITIES,  
INC. for a Grandfather Water Certificate in  
Charlotte County, Florida

DOCKET NO.

130067-WJ

Bocilla Utilities, Inc., ("Utility") by and through its undersigned attorneys and pursuant to Section 367.171(1), Florida Statutes and Rule 25-30.035, Florida Administrative Code, hereby applies for an original certificate to operate a water utility in Charlotte County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

- A) The full name, address and telephone number of the Utility:

Bocilla Utilities, Inc.  
7025-A Placida Road  
Englewood, FL 34224  
941-769-0033

- B) The name, address and phone number of the person to contact concerning this

Application:

Martin S. Friedman, Esquire  
Sundstrom, Friedman & Fumero, LLP  
766 North Sun Drive, Suite 4030  
Lake Mary, Florida 32746  
(850) 877-6555  
mfriedman@sflaw.com

- C) The Utility is a Florida corporation, which has not made a Subchapter S Election for Federal Income Tax purposes.

- D) The names and addresses of the corporate officers and directors are as follows:

R. Craig Noden, President, Treasurer and Director  
Anne Merry Noden, Secretary and Director  
Julie Merry, Director

DOCUMENT NUMBER-DATE

01485 MAR 27 20

FPSC-COMMISSION CLERK

7025-A Placida Road  
Englewood, FL 34224

## PART II. SYSTEM INFORMATION

### A) WATER

- (1) Applicant provides potable water service. The Utility was previously certificated by this Commission before Charlotte County took back jurisdiction in 2007, and held Certificate No. 574-W
- (2) The Utility serves single and multi-family family homes.
- (3) There are currently 382 single family connections, two of which have 1" meters and the remainder have 5/8" x 3/4" meters. Total build out is approximately 500 ERCs.
- (4) The original construction permit was issued by the Department of Environmental Protection (DEP) Permit No. PWS 6084079. No operating permits are required.
- (5) The water utility system was established in 1985.
- (6) Attached as Exhibit "A" is evidence that the Applicant owns the land where the water facilities are located.

## PART III RATES AND TARIFFS

- A. The current rates, fees and charges were established by this Commission when it granted a grandfather certificate in Order No. PSC-95-0966-FOF-WU issued August 8, 1995, which rates have only been increased by indexing rate increases. Utility requests an appropriate rate increase to incorporate the 4.5% regulatory assessment fee payable to the Commission.
- B. The original and two copies of water tariff containing all rates, classifications, charges, rules and regulations is attached hereto as Exhibit "B".

## PART IV TERRITORY DESCRIPTION AND MAPS

### A. TERRITORY DESCRIPTION

An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility is currently serving is attached hereto as Exhibit "C".

B. TERRITORY MAPS

The territory map is attached hereto as Exhibit "D". An 11" x 17" copy of the map will be provided directly to Stan Rieger in the Division of Engineering, who will also receive an electronic copy of the territory map by e-mail.

C. SYSTEM MAPS

The system map is attached hereto as Exhibit "E". An 11" x 17" copy of the map will be provided directly to Stan Rieger in the Division of Engineering, who will also receive an electronic copy of the system map by e-mail.

PART V FILING FEE

The Utility has the capacity to serve between 200 and 500 ERC's, thus the appropriate filing fee is \$500.00.

Respectfully submitted this 26<sup>th</sup> day of March,  
2013, by:

Sundstrom, Friedman & Fumero, LLP  
766 North Sun Drive, Suite 4030  
Lake Mary, FL 32746  
Phone: (407) 830-6331  
Fax: (407) 830-8522  
[mfriedman@sfflaw.com](mailto:mfriedman@sfflaw.com)  
[mparks@sfflaw.com](mailto:mparks@sfflaw.com)  
[drudolf@sfflaw.com](mailto:drudolf@sfflaw.com)



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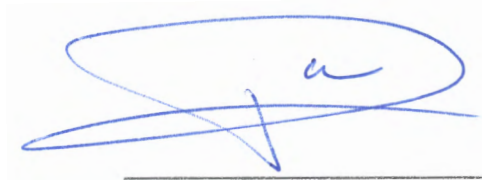
MARTIN S. FRIEDMAN  
Florida Bar No.: 0199060  
For the Firm

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF CHARLOTTE

I R Craig Noden do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates



R Craig Noden  
President

Sworn to and subscribed before me this 14<sup>th</sup> day of March, 2013, by R Craig Noden who is personally known to me or who provided \_\_\_\_\_ as identification

Charlene Dorio  
Print Name Charlene Dorio  
NOTARY PUBLIC  
My Commission Expires 3-6-17

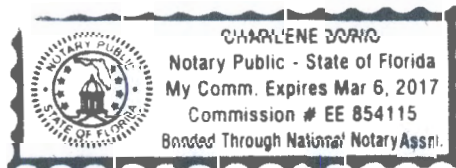


EXHIBIT "A"

REC 10.50  
Doc 5/17/89 - 55  
50121031

This Instrument Prepared By:  
Michael R. McKinley of  
Batsel, McKinley & Ittersagen, P.A.  
1861 Placida Road - Suite 104  
Englewood, Florida 34223

Documentary Tax PD. \$ .55  
Intangible Tax PC. \$ \_\_\_\_\_  
Barbara T. Scott, Clerk Charlotte County  
D.C.

Prop. Appraiser ID # \_\_\_\_\_  
Descrip. of Prop. \_\_\_\_\_  
SSN of Grantee(s) \_\_\_\_\_

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MAY 19 4:25 PM '89  
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PR BOOK

**WARRANTY DEED**

THIS WARRANTY DEED made and executed this day of April, 1989, by COLONY DON PEDRO, IV, LTD., a Florida limited partnership, and having its principal place of business in the County of Charlotte, State of Florida, hereinafter called the Grantor, to BOCILLA UTILITIES, INC., a Florida corporation, whose address is 7050 Placida Road, Englewood, Florida 34224, hereinafter called the Grantee: (Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and/or partnerships.)

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Charlotte County, Florida, viz:

Lots 23 and 24, Block B, PALM ISLAND ESTATES, Unit 4, according to the plat thereof as recorded in Plat Book 4, Pages 13A through 13E, Public Records of Charlotte County, Florida.

Subject to easements, reservations and restrictions, if any, Governmental Regulations and taxes for the year 1989 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that it is lawfully seized of said land in fee simple; that it has a good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its property officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Donal C. Thompson  
First Witness  
Mary Angela  
Second Witness

COLONY DON PEDRO, IV, LTD.,  
a Florida limited partnership  
By: \_\_\_\_\_ (SEAL)  
R. CRAIG NODEN  
General Partner

RECORD VERIFIED - Barbara T. Scott, Clerk  
By: JEAN JONES D.C.

REC'D MAY 1 1989

956714  
MAY 19 1989  
FIRST FEDERAL BANK OF CHARLOTTE, N.C.  
COUNTY OF CHARLOTTE

001325  
PAGE

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. CRAIG NODEN, well known to me to be the General Partner of the limited partnership named as Grantor in the foregoing Deed, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State aforesaid this 17 day of April 1989



MARY ANGER  
My Comm. expires Sept. 29, 1991  
Notary Public, State of Florida

Mary Anger  
Notary Public  
My Commission Expires:

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OFFICIAL  
COPY

001039  
OR BOOK



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**EXHIBIT "B"**

WATER TARIFF

BOCILLA UTILITIES, INC.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

BOCILLA UTILITIES, INC.  
NAME OF COMPANY

7025-A Placida Road

Englewood, FL 34224

941-769-0561 941-769-8486  
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

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Service Availability Policy .....	25.0
Standard Forms.....	19.0
Technical Terms and Abbreviations.....	5.0
Territory Authority.....	3.0

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER –

COUNTY – Charlotte

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-95-0966-FOF-WU	8/8/1995	950269-WU	Grandfather Certificate
			Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued to Sheet No. 3.1)  
BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 3.1

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All those lands in Section 28, 29, 32 and 33, Township 41 South, Range 20 East and a portion of the lands in Section 4, Township 42 South, Range 20 East, Charlotte County, Florida, lying between the center line of the Intracoastal Waterway (W.C.I.N.D.) and the Gulf of Mexico, bounded on the South by the South line of DON PEDRO BEACH, as recorded in Plat Book 7, pages 17A through 17B, of the Public Record of Charlotte County, Florida and an Easterly projection thereof, and bounded on the North by a line described as follows:

Beginning at the intersection of the Gulf of Mexico and the Northerly line of PALM ISLAND ESTATES, Unit No. 1, as recorded in Plat Book 3, Pages 59A through 59C, of the Public Records of Charlotte County, Florida;

thence Northeasterly, along said northerly line, to an intersection with the north line of the south half of said Section 29;

thence Easterly, along the north line of the south half of said Section 28 and 29, to the center line of said Intracoastal Waterway.

The above descriptions contains Plats of various units of Palm Island Estates, Don Pedro Beach, various condominiums and other lands.

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
------------------------	-----------------------------	---	------------------

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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 Bocilla Utilities, Inc.
- 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.

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE



(Continued to Sheet No. 5.1)

BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 5.1

(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.

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

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R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(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)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

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

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

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

(Continued on Sheet No. 10.0)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE



GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 43.46
	1"	\$ 108.65
	1 1/2"	\$ 217.29
	2"	\$ 347.64
	3"	\$ 651.89
	4"	\$ 1,086.50
	6"	\$ 2,185.20
	8"	\$ 3,476.82

Gallonge Charge	Per 1,000 gallons	
	1 - 6,000 gallons	\$ 4.35
	6,000 - 12,000 gallons	\$ 7.29
	12,000 or more	\$ 11.58
	Bulk Water	\$ 15.49

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 - February 12, 2013

TYPE OF FILING - Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY – Available throughout the area served by the Company.

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

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

BILLING PERIOD – Monthly

RATE –	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 43.46
	1"	\$ 108.65
	1 1/2"	\$ 217.29
	2"	\$ 347.64
	3"	\$ 651.89
	4"	\$ 1,086.50
	6"	\$ 2,185.20
	8"	\$ 3,476.82

Gallonage Charge	Per 1,000 gallons	
	1 – 6,000 gallons	\$ 4.35
	6,000 – 12,000 gallons	\$ 7.29
	12,000 or more	\$ 11.58
	Bulk Water	\$ 15.49

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 – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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 – Monthly

RATE –	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 43.46
	1"	\$ 108.65
	1 1/2"	\$ 217.29
	2"	\$ 347.64
	3"	\$ 651.89
	4"	\$ 1,086.50
	6"	\$ 2,185.20
	8"	\$ 3,476.82

Gallage Charge	Per 1,000 gallons	
	1 – 6,000 gallons	\$ 4.35
	6,000 – 12,000 gallons	\$ 7.29
	12,000 or more	\$ 11.58
	Bulk Water	\$ 15.49

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 – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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"		
1"		
1 1/2"		
Over 2"		

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

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

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

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

EFFECTIVE DATE – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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"	\$100.00
1" and 1 1/2"	\$100.00
2" and over	\$100.00

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 – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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 require 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.

NSF CHECK CHARGE - This charge may be levied pursuant to Chapter 832, Florida Statutes, when a customer pays by check and that check is dishonored by the customer's banking institution.

Schedule of Miscellaneous Service Charges

	Normal Business Hours	After Hours
Initial Connection Fee	\$25.00	\$50.00
Normal Reconnection Fee	\$25.00	\$50.00
Violation Reconnection Fee	\$25.00	\$50.00
Premises Visit Fee (in lieu of disconnection)	\$25.00	\$50.00
NSF Check Charge	Statutory Amount pursuant to Chapter 832, Florida Statutes	

EFFECTIVE DATE - February 12, 2013

TYPE OF FILING - Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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" .....	\$ <sup>1</sup>	
<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 .....	\$ <sup>1</sup>	
<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 .....	\$ <sup>1</sup>	
<u>Inspection Fee</u> .....	\$ <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC (___ GPD) .....	\$	
All others-per gallon .....	\$	
or		
Residential-per lot (___ foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$165.00	
1" .....	\$ Actual Cost <sup>1</sup>	
1 1/2" .....	\$ Actual Cost <sup>1</sup>	
2" .....	\$ Actual Cost <sup>1</sup>	
Over 2" .....	\$ <sup>1</sup>	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC (___ GPD) .....	\$	
All others-per gallon .....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (300 GPD) .....	\$ 4,348.00	
All others-per gallon .....	\$	

<sup>1</sup> Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

INDEX OF STANDARD FORMS

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	20.0

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE



BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 20.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

APPLICATION FOR WATER SERVICE

BOCILLA UTILITIES WATER SERVICE AGREEMENT

THIS AGREEMENT made and executed this day of (Date) by and between (Owner Name), (Legal Description) Palm Island, (Street Address) Charlotte County, hereinafter referred to as "Customer," and BOCILLA UTILITIES, INC., a Florida corporation, hereinafter referred to as "Utility".

WITNESSETH:

WHEREAS, Utility owns and operates water treatment facilities in Charlotte County capable of serving customer in addition to the present customers of Utility and;

WHEREAS, Customer has requested Utility to serve a residential development located on the property described as:

Lot (#), Block (#)  
Palm Island Estates, Unit (#)  
Palm Island  
Charlotte County Florida

WHEREAS, Utility proposes to serve the customers within the areas encompassed by Utility's franchise area and;

WHEREAS, Utility has agreed to furnish water to said property, and to enter into a contract with Customer specifying provisions and terms concerning same;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations hereinafter set forth, the parties do hereby agree as follows:

I. UTILITY AGREES:

- A. To furnish to those customers located on the property described above during the term of this Agreement or any renewal or extension thereof, potable treated water in accordance with all applicable governmental regulations.
- B. To furnish water at a reasonable constant normal pressure in accordance with all applicable government regulations. Emergency failure of pressure or supply due to breaks in the main water supply line or power failure, flood, fire and use of water to fight fire, catastrophes and other matters beyond the control of Utility shall excuse Utility from the provisions hereof for such reasonable period of time as may be necessary to restore service to normal conditions

(Continued on Sheet No. 21.1)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 21.0)

C. Utility will, at all times, operate and maintain its treatment facilities in an efficient manner and will take such action as may be necessary to provide the capacity required. Circumstances resulting in the temporary or partial failure to deliver water

as required by this Agreement shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to Utility for distribution to its Customers is otherwise diminished over an extended period of time, the supply of water to the Customer shall be reduced or diminished in the ratio or proportion as the supply to Utility's other customers is reduced or diminished.

D. To provide water in such quantity as may be required by the Customer, up to but not exceeding an average of 100 gallons per day.

2. CUSTOMER AGREES:

A. 1) To pay Utilities service connection charges in the amount of \$4,422.37.

2) To pay Utility a water main extension charge of N/A.

3) To pay Utility \$165.00 as a water meter connection charge for installation of 3/8 x 3/4 meter.

B. Payments for the above items will be made upon submission of appropriate billing by Utility.

C. Customer recognized that the above charges are based upon the actual current approved connections charges. Customer agrees that if charges change or if new charges are approved and are in effect at the time of connection, he will pay or be reimbursed for the difference between the current charges and those in effect at the time of connection and any new charges required at the time of connection.

D. The charges contained in this Agreement are based upon the maximum gallons of usage to be supplied to Customer, and Utility reserves the right to revise such figures to conform to the actual usage, which may be computed at any time by averaging the prior (3) month period during any calendar year during the life of this Agreement. Customer agrees to pay any additional charges that would be required by applying current rates of those applicable during the three (3) month period that generated the increase to any re-compute gallons of usage.

E. Any line extensions or other facilities required to be installed by Utility to supply the services set forth herein may be constructed by Utility prior to the dates when payments may be due from Customer, and Customer shall nonetheless be obligated for such payments as are required in this Agreement.

F. Utility is not obligated to provide plant capacity or service in excess of the amounts estimated to be supplied in this Agreement.

(Continued on Sheet No. 21.2)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 21.1)

- G. All rates and charges made by Utility to Customer, and to future customers who will be serviced by Utility, shall be made in accordance with such tariff filed by Utility with the Charlotte County and the Florida Public Service Commission as such tariff may be amended from time to time and adopted and approved by the Florida Public Service Commission in accordance with its regulatory authority.
- H. That the provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by customers, or the acceptance thereof on the part of the Utility, for other utility system extensions that may be required hereafter and which are not presently covered by this Agreement.
- I. To pay Utility, within twenty (20) days after statement is rendered by Utility, all sums due and payable as set forth in such statement. Upon the failure or refusal of Customer to pay the amounts due on statement as rendered, Utility may, after thirty (30) days advance written notice, in its sole discretion, discontinue service.
- J. No tie-ins or hook-ups to the water system shall be made without the express consent of Utility.
- K. Customer shall grant Utility whatever easements are required, in the sole discretion of Utility, to provide Utility service to the Customer's property or adjacent properties.
- L. Customer agrees to have back-flow control devices as specified by Utility. Utility shall have the right to inspect the Customer's facilities at any time to check for cross connections and any other possible sources of contamination. The Customer agrees to correct, without delay, all such hazards to the system at its own expense.

3. UTILITY AND CUSTOMER AGREE:

- A. This Agreement shall be governed by applicable rules, laws and regulations of any governmental body, federal, state or local, including departments and agencies having jurisdiction of the Utilities. The parties agree to be bound by such increase or decrease in "gallonage" amounts and rates which may be prescribed, from time to time, by said body or other agency having jurisdiction thereof.
- B. This Agreement shall be binding upon the successors, assigns and legal representatives of the respective parties hereto.
- C. This Agreement shall not be assigned without the prior written consent of Utility, that consent shall not be unreasonably withheld.
- D. Any notice required to be given pursuant to the terms of this agreement shall be deemed properly given when sent by United States Certified Mail, Return Receipt Requested, to the respective parties herein, at the last known address of either party.
- E. Water line extensions will be made to the property line at such points as are mutually agreed to by Customer and Utility.

(Continued on Sheet No. 21.3)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 21.3

(Continued from Sheet No. 21.2)

F. Failure to meet the provisions, terms or conditions of this Agreement by the Customer shall result in termination of the Agreement and discontinuance of service. Utilities will provide thirty (30) days written notice of termination of the Agreement and discontinuance of service to Customer

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of: BOCILLA UTILITIES, INC., a  
Florida Corporation (Utility)  
By \_\_\_\_\_

As to Utility  
\_\_\_\_\_  
Agent, Bocilla Utilities Inc.

(CUSTOMER)

By: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

By: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

State of Florida

County of \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by \_\_\_\_\_, personally known to me or produced  
identification of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public,

\_\_\_\_\_  
Printed Name

Current Address: Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

It is the responsibility of the Customer to keep a current mailing address and contact information on file with Bocilla Utilities, Inc.

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 23.0

COPY OF CUSTOMER'S BILL

Bocilla Utilities, Inc.  
7025-A Placida Road  
Englewood, FL 34224

**Bocilla Utilities, Inc.**

Account: [REDACTED] From 02/01 to 02/28  
Service: [REDACTED]  
PLEASE REMIT PAYMENT WITHIN 10 DAYS

PRESORTED  
FIRST-CLASS MAIL  
US POSTAGE PAID  
PERMIT NO. 47  
PLACIDA, FL 33946

Emergency Phone:  
941-769-8485  
Phone: 941-769-0561

	Present	Previous		
Water	1200060	1197950	2,110	52.64
Other				

Account
[REDACTED]

Tax	0.00	
Late Charge	Balance Forward	0.00

**ACH PAYMENT-DO NOT PAY** **\$52.64**

Total Due
\$52.64



RETURN THIS STUB  
WITH PAYMENT (02)

[REDACTED]  
[REDACTED]  
[REDACTED]

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

INDEX OF SERVICE AVAILABILITY

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Transfer of Contributed Property - Bills of Sale .....		

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE



SERVICE AVAILABILITY

- 1.0 GUARANTEED REVENUES – Not less than ten (10) days before the day upon which a Developer's on-site water system is accepted by the Utility or twelve (12) months from date of Developer's Agreement and each month thereafter until all capacity reserved for the Developer is serving a customer, developer or owner of lots shall pay to the Utility the sum of money which is equal to 100% of the minimum rate of water service for each equivalent residential connection to be served which is not active. As customers, as defined by the Rules and Regulations of the tariff, are added to the system, the said monthly minimum charges to be paid by the Developer will be reduced by each customer so added.
- 2.0 SPECIAL CONTRACTS – If the prospective revenue from a proposed system extension appears to be inadequate to defray the costs of operation relative thereto, the Utility and the party or parties requesting the extension may enter into special contract, for revenue guarantees or other such arrangements as will make the extension self-supporting.
- 3.0 ON-SITE FACILITIES – On-site water facility shall be provided through Utility investment or by the Developer through refundable advance or contributions-in-aid-of-construction in accordance with this policy and the master plan of the Utility. To the extent the Utility requests the same, this facility shall be conveyed to the Utility by a bill of sale, free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, rights-of-way, as built drawings of the facilities and accurate cost records establishing the construction costs of the facilities (including material, labor, engineering, administrative and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.
- 4.0 ENLARGEMENT OF FACILITIES – In the event that the Utility decides to install facilities for its future benefit which are larger than normally required in the requested extensions, appropriate adjustment shall be made based on the relative costs with the costs attributable to excess capacity covered by the Utility investment or refundable advance agreement as defined in the contract between Utility and Developer.
- 5.0 DEVELOPER WARRANTY – Upon conveyance of title to the aforesaid system by Developer to Utility and upon acceptance thereof by Utility, Utility may require a one year maintenance bond from Developer (either cash or a surety company acceptable to Utility) in an amount equal to 30% of the actual cost of construction of said system.
- 6.0 OFF-SITE FACILITIES – Off-site water facility shall be provided through Utility investment of by the Developer through refundable advance or contribution-in-aid-of-construction in accordance with this policy and master plan of the Utility. This facility, to the extent requested by the Utility, shall be conveyed to the Utility by a bill of sales free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, right-of-ways, as built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, engineering, administrative, and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

(Continued on Sheet No. 26.0)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

- 7.0 ALTERATION OF EXISTING OFF-SITE FACILITIES – The costs of any necessary expansions and/or alteration of the existing systems in order to supply the demands of the Developer, as determined by the Utility, will be born by the Developer or through Utility investment.
- 8.0 LENGTH OF EXTENSION – In arriving at the length of a water main extension necessary to render service to any point, the distance from such point to the nearest existing water main shall be considered along lines of proper construction in accordance with Utility approved engineering standards.
- 9.0 CALCULATION OF FEES FOR EXISTING FACILITIES – Where a developer is connecting to facilities which have been oversized either through previous refundable agreements or through the Utility's investment, the Developer will pay a fee to cover previous excess facilities provided, based on the Developer's hydraulic share of the facilities.
- 10.0 UTILITY OWNERSHIP – Any facilities subject to these rules shall be owned and maintained by the Utility.
- 11.0 PUBLIC WAYS AND PRIVATE EASEMENTS – Extension will be made in the county dedicated and accepted public way and/or private recorded easements, provided that final grades have been established. All easements shall provide right of use by the Utility to additionally serve property other than that of the Developer. If extensions are made when grades have not been established and there is reasonable probability that the existing grade will be changed, the Utility may require the Developer(s) seeking the main extension to deposit, at the time of execution of the Developer's Agreement, the established net cost of relocating, raising, or lowering the facilities upon establishment of final grades. Any excess of the deposit over actual costs of relocating the facilities shall be refunded to the Developer without interest.
- 12.0 TIME ALLOTMENT FOR ENGINEERING AND CONSTRUCTION – Upon receipt of the executed Developer's Agreement, the Utility and the Developer shall proceed with the final engineering plans and specifications that each will be responsible for and shall submit such plans and specifications after receiving approval of the Utility to the appropriate regulatory agencies for final approval. The Utility will be allowed a reasonable period of time from the date of the receipt of the Developer's Agreement to complete the final engineering plans and construct the facilities where necessary to serve the Developer. The Developer will provide, without cost to the Utility, all information required by the Utility to design and/or otherwise prepare the noted engineering.
- 13.0 SERVICE OUTSIDE TERRITORY – Providing service outside of the Utility's territory requires formal proceedings before the Board of County Commissioners. Therefore, it entails engineering, administrative, and legal expenses in addition to costs incurred by the Utility to provide service within its territory. The Utility, therefore, will not be obligated to provide service outside the territory unless the Developer agrees in advance to defray those initial expenses and to pay the estimated costs thereof and the services approved by the Board of County Commissioners. The advancement will be adjusted to conform with actual expenses after proceedings have been completed. The Utility will further make such extensions outside the territory only if the extension or expansion to serve such extensions are economically feasible.
- 14.0 ORDINANCE – Where an extension must comply with an ordinance, regulation or specification of a public authority, the costs or estimated cost of said extension shall be based upon costs required to comply therewith.

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

BOCILLA UTILITIES, INC.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

BOCILLA UTILITIES, INC.  
NAME OF COMPANY

7025-A Placida Road

Englewood, FL 34224

941-769-0561 941-769-8486  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

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R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER –

COUNTY – Charlotte

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-95-0966-FOF-WU	8/8/1995	950269-WU	Grandfather Certificate
			Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued to Sheet No. 3.1)  
BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 3.1

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All those lands in Section 28, 29, 32 and 33, Township 41 South, Range 20 East and a portion of the lands in Section 4, Township 42 South, Range 20 East, Charlotte County, Florida, lying between the center line of the Intracoastal Waterway (W.C.I.N.D.) and the Gulf of Mexico, bounded on the South by the South line of DON PEDRO BEACH, as recorded in Plat Book 7, pages 17A through 17B, of the Public Record of Charlotte County, Florida and an Easterly projection thereof, and bounded on the North by a line described as follows:

Beginning at the intersection of the Gulf of Mexico and the Northerly line of PALM ISLAND ESTATES, Unit No. 1, as recorded in Plat Book 3, Pages 59A through 59C, of the Public Records of Charlotte County, Florida;

thence Northeasterly, along said northerly line, to an intersection with the north line of the south half of said Section 29;

thence Easterly, along the north line of the south half of said Section 28 and 29, to the center line of said Intracoastal Waterway.

The above descriptions contains Plats of various units of Palm Island Estates, Don Pedro Beach, various condominiums and other lands.

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
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R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE



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 Bocilla Utilities, Inc.
- 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.

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued to Sheet No. 5.1)

BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 5.1

(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.

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

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R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(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)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 8.0)

- 13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

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

- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

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

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

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

(Continued on Sheet No. 10.0)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE



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R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 43.46
	1"	\$ 108.65
	1 1/2"	\$ 217.29
	2"	\$ 347.64
	3"	\$ 651.89
	4"	\$ 1,086.50
	6"	\$ 2,185.20
	8"	\$ 3,476.82

Gallage Charge	Per 1,000 gallons	
	1 - 6,000 gallons	\$ 4.35
	6,000 - 12,000 gallons	\$ 7.29
	12,000 or more	\$ 11.58
	Bulk Water	\$ 15.49

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 - February 12, 2013

TYPE OF FILING - Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY – Available throughout the area served by the Company.

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

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

BILLING PERIOD – Monthly

RATE –	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 43.46
	1"	\$ 108.65
	1 1/2"	\$ 217.29
	2"	\$ 347.64
	3"	\$ 651.89
	4"	\$ 1,086.50
	6"	\$ 2,185.20
	8"	\$ 3,476.82

Gallage Charge	Per 1,000 gallons	
	1 – 6,000 gallons	\$ 4.35
	6,000 – 12,000 gallons	\$ 7.29
	12,000 or more	\$ 11.58
	Bulk Water	\$ 15.49

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 – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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 – Monthly

<u>RATE –</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 43.46
	1"	\$ 108.65
	1 1/2"	\$ 217.29
	2"	\$ 347.64
	3"	\$ 651.89
	4"	\$ 1,086.50
	6"	\$ 2,185.20
	8"	\$ 3,476.82

<u>Gallage Charge</u>	<u>Per 1,000 gallons</u>	
	1 – 6,000 gallons	\$ 4.35
	6,000 – 12,000 gallons	\$ 7.29
	12,000 or more	\$ 11.58
	Bulk Water	\$ 15.49

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 – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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"		
1"		
1 1/2"		
Over 2"		

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

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

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

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

EFFECTIVE DATE – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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"	\$100.00
1" and 1 1/2"	\$100.00
2" and over	\$100.00

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 – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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 require 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.

NSF CHECK CHARGE - This charge may be levied pursuant to Chapter 832, Florida Statutes, when a customer pays by check and that check is dishonored by the customer's banking institution.

Schedule of Miscellaneous Service Charges

	Normal Business Hours	After Hours
Initial Connection Fee	\$25.00	\$50.00
Normal Reconnection Fee	\$25.00	\$50.00
Violation Reconnection Fee	\$25.00	\$50.00
Premises Visit Fee (in lieu of disconnection)	\$25.00	\$50.00
NSF Check Charge	Statutory Amount pursuant to Chapter 832, Florida Statutes	

EFFECTIVE DATE – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

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" .....	\$ <sup>1</sup>	
<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 .....	\$ <sup>1</sup>	
<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> .....	\$ <sup>1</sup>	
<u>Main Extension Charge</u>		
Residential-per ERC (___ GPD) .....	\$	
All others-per gallon .....	\$	
or		
Residential-per lot (___ foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$165.00	
1" .....	\$ Actual Cost <sup>1</sup>	
1 1/2" .....	\$ Actual Cost <sup>1</sup>	
2" .....	\$ Actual Cost <sup>1</sup>	
Over 2" .....	\$ <sup>1</sup>	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<u>Plant Capacity Charge</u>		
Residential-per ERC (___ GPD) .....	\$	
All others-per gallon .....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (300 GPD) .....	\$ 4,348.00	
All others-per gallon .....	\$	

<sup>1</sup> Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE



INDEX OF STANDARD FORMS

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R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 20.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

APPLICATION FOR WATER SERVICE

BOCILLA UTILITIES WATER SERVICE AGREEMENT

THIS AGREEMENT made and executed this day of (Date) by and between (Owner Name), (Legal Description) Palm Island, (Street Address) Charlotte County, hereinafter referred to as "Customer," and BOCILLA UTILITIES, INC., a Florida corporation, hereinafter referred to as "Utility".

WITNESSETH:

WHEREAS, Utility owns and operates water treatment facilities in Charlotte County capable of serving customer in addition to the present customers of Utility and;

WHEREAS, Customer has requested Utility to serve a residential development located on the property described as:

Lot (#), Block (#)  
Palm Island Estates, Unit (#)  
Palm Island  
Charlotte County Florida

WHEREAS, Utility proposes to serve the customers within the areas encompassed by Utility's franchise area and;

WHEREAS, Utility has agreed to furnish water to said property, and to enter into a contract with Customer specifying provisions and terms concerning same;

NOW, THEREFORE, for and in consideration of the mutual promises and obligations hereinafter set forth, the parties do hereby agree as follows:

1. UTILITY AGREES:

- A. To furnish to those customers located on the property described above during the term of this Agreement or any renewal or extension thereof, potable treated water in accordance with all applicable governmental regulations.
- B. To furnish water at a reasonable constant normal pressure in accordance with all applicable government regulations. Emergency failure of pressure or supply due to breaks in the main water supply line or power failure, flood, fire and use of water to fight fire, catastrophes and other matters beyond the control of Utility shall excuse Utility from the provisions hereof for such reasonable period of time as may be necessary to restore service to normal conditions

(Continued on Sheet No. 21.1)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 21.0)

C. Utility will, at all times, operate and maintain its treatment facilities in an efficient manner and will take such action as may be necessary to provide the capacity required. Circumstances resulting in the temporary of partial failure to deliver water

as required by this Agreement shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to Utility for distribution to its Customers is otherwise diminished over an extended period of time, the supply of water to the Customer shall be reduced or diminished in the ratio or proportion as the supply to Utility's other customers is reduced or diminished.

D. To provide water in such quantity as may be required by the Customer, up to but not exceeding an average of 100 gallons per day.

2. CUSTOMER AGREES:

A. 1) To pay Utilities service connection charges in the amount of \$4,422.37.

2) To pay Utility a water main extension charge of N/A.

3) To pay Utility \$165.00 as a water meter connection charge for installation of 3/8 x 3/4 meter.

B. Payments for the above items will be made upon submission of appropriate billing by Utility.

C. Customer recognized that the above charges are based upon the actual current approved connections charges. Customer agrees that if charges change or if new charges are approved and are in effect at the time of connection, he will pay or be reimbursed for the difference between the current charges and those in effect at the time of connection and any new charges required at the time of connection.

D. The charges contained in this Agreement are based upon the maximum gallons of usage to be supplied to Customer, and Utility reserves the right to revise such figures to conform to the actual usage, which may be computed at any time by averaging the prior (3) month period during any calendar year during the life of this Agreement. Customer agrees to pay any additional charges that would be required by applying current rates of those applicable during the three (3) month period that generated the increase to any re-compute gallons of usage.

E. Any line extensions or other facilities required to be installed by Utility to supply the services set forth herein may be constructed by Utility prior to the dates when payments may be due from Customer, and Customer shall nonetheless be obligated for such payments as are required in this Agreement.

F. Utility is not obligated to provide plant capacity or service in excess of the amounts estimated to be supplied in this Agreement.

(Continued on Sheet No. 21.2)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 21.1)

- G. All rates and charges made by Utility to Customer, and to future customers who will be serviced by Utility, shall be made in accordance with such tariff filed by Utility with the Charlotte County and the Florida Public Service Commission as such tariff may be amended from time to time and adopted and approved by the Florida Public Service Commission in accordance with its regulatory authority.
- H. That the provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by customers, or the acceptance thereof on the part of the Utility, for other utility system extensions that may be required hereafter and which are not presently covered by this Agreement.
- I. To pay Utility, within twenty (20) days after statement is rendered by Utility, all sums due and payable as set forth in such statement. Upon the failure or refusal of Customer to pay the amounts due on statement as rendered, Utility may, after thirty (30) days advance written notice, in its sole discretion, discontinue service.
- J. No tie-ins or hook-ups to the water system shall be made without the express consent of Utility.
- K. Customer shall grant Utility whatever easements are required, in the sole discretion of Utility, to provide Utility service to the Customer's property or adjacent properties.
- L. Customer agrees to have back-flow control devices as specified by Utility. Utility shall have the right to inspect the Customer's facilities at any time to check for cross connections and any other possible sources of contamination. The Customer agrees to correct, without delay, all such hazards to the system at its own expense.

3. UTILITY AND CUSTOMER AGREE:

- A. This Agreement shall be governed by applicable rules, laws and regulations of any governmental body, federal, state or local, including departments and agencies having jurisdiction of the Utilities. The parties agree to be bound by such increase or decrease in "gallonage" amounts and rates which may be prescribed, from time to time, by said body or other agency having jurisdiction thereof.
- B. This Agreement shall be binding upon the successors, assigns and legal representatives of the respective parties hereto.
- C. This Agreement shall not be assigned without the prior written consent of Utility, that consent shall not be unreasonably withheld.
- D. Any notice required to be given pursuant to the terms of this agreement shall be deemed properly given when sent by United States Certified Mail, Return Receipt Requested, to the respective parties herein, at the last known address of either party.
- E. Water line extensions will be made to the property line at such points as are mutually agreed to by Customer and Utility.

(Continued on Sheet No. 21.3)

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

(Continued from Sheet No. 21.2)

F. Failure to meet the provisions, terms or conditions of this Agreement by the Customer shall result in termination of the Agreement and discontinuance of service. Utilities will provide thirty (30) days written notice of termination of the Agreement and discontinuance of service to Customer

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of:

BOCILLA UTILITIES, INC., a  
Florida Corporation (Utility)  
By \_\_\_\_\_

As to Utility

\_\_\_\_\_  
Agent, Bocilla Utilities Inc.

(CUSTOMER)

By: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

By: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

State of Florida

County of \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_, personally known to me or produced  
identification of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public,

\_\_\_\_\_  
Printed Name

Current Address:

Telephone:  
E-Mail:

It is the responsibility of the Customer to keep a current mailing address and contact information on file with Bocilla Utilities, Inc.

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 22.0

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE

BOCILLA UTILITIES, INC.  
WATER TARIFF

ORIGINAL SHEET NO. 23.0

COPY OF CUSTOMER'S BILL

Bocilla Utilities, Inc.  
7025-A Placida Road  
Englewood, FL 34224

**Bocilla Utilities, Inc.**

Account: [REDACTED] From 02/01 to 02/28  
Service: [REDACTED]  
PLEASE REMIT PAYMENT WITHIN 10 DAYS

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID  
PERMIT NO. 47  
PLACIDA, FL 33946

Emergency Phone:  
941-769-8486  
Phone: 941-769-0561

	Present	Previous		
Water	1200060	1197950	2,110	52.64
Other				

	Tax	0.00
Late Charge	Balance Forward	0.00

**ACH PAYMENT-DO NOT PAY \$52.64**

Account
[REDACTED]
Total Due
\$52.64



RETURN THIS STUB  
WITH PAYMENT (02)

[REDACTED]  
[REDACTED]  
[REDACTED]

R. CRAIG NODEN  
ISSUING OFFICER

PRESIDENT  
TITLE



INDEX OF SERVICE AVAILABILITY

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Obligations of Developer .....		
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R. CRAIG NODEN  
ISSUING OFFICER  
  
PRESIDENT  
TITLE

## EXHIBIT "C"

### DESCRIPTION OF TERRITORY SERVED

All those lands in Section 28, 29, 32 and 33, Township 41 South, Range 20 East and a portion of the lands in Section 4, Township 42 South, Range 20 East, Charlotte County, Florida, lying between the center line of the Intracoastal Waterway (W.C.I.N.D.) and the Gulf of Mexico, bounded on the South by the South line of DON PEDRO BEACH, as recorded in Plat Book 7, pages 17A through 17B, of the Public Record of Charlotte County, Florida and an Easterly projection thereof, and bounded on the North by a line described as follows:

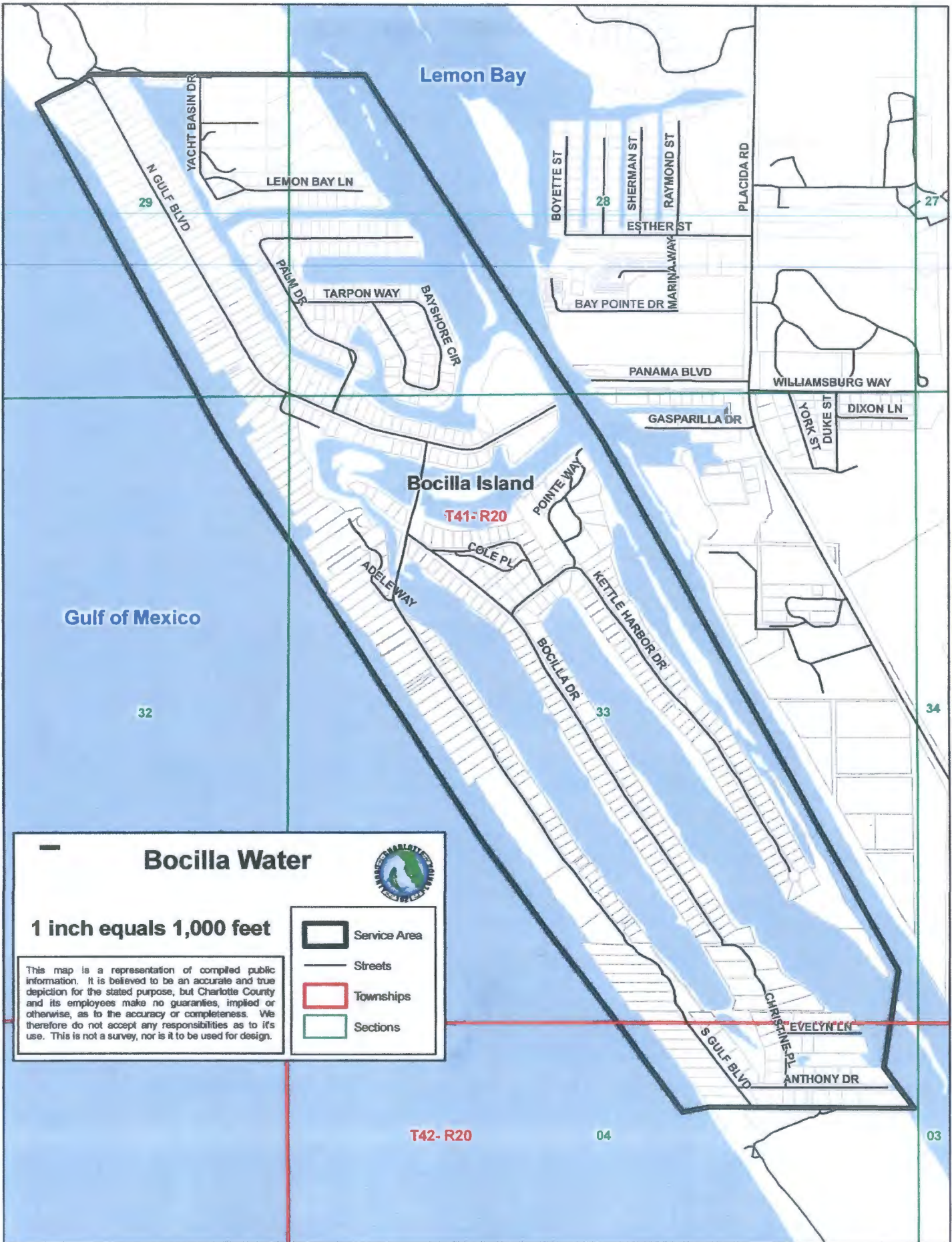
Beginning at the intersection of the Gulf of Mexico and the Northerly line of PALM ISLAND ESTATES, Unit No. 1, as recorded in Plat Book 3, Pages 59A through 59C, of the Public Records of Charlotte County, Florida;

thence Northeasterly, along said northerly line, to an intersection with the north line of the south half of said Section 29;

thence Easterly, along the north line of the south half of said Section 28 and 29, to the center line of said Intracoastal Waterway.

The above descriptions contains Plats of various units of Palm Island Estates, Don Pedro Beach, various condominiums and other lands.

EXHIBIT "D"



Lemon Bay

Gulf of Mexico

Bocilla Island

T41-R20

T42-R20

04

03

**Bocilla Water**



1 inch equals 1,000 feet

This map is a representation of compiled public information. It is believed to be an accurate and true depiction for the stated purpose, but Charlotte County and its employees make no guarantees, implied or otherwise, as to the accuracy or completeness. We therefore do not accept any responsibilities as to its use. This is not a survey, nor is it to be used for design.

-  Service Area
-  Streets
-  Townships
-  Sections

N GULF BLVD  
28

LEMON BAY LN

BOYETTE ST

SHERMAN ST

RAYMOND ST

PLACIDA RD

27

PRIM DR

TARPON WAY

BAYSHORE CIR

ESTHER ST

BAY POINTE DR

MARINA WAY

PANAMA BLVD

WILLIAMSBURG WAY

GASPARILLA DR

YORK ST

DUKE ST

DIXON LN

32

33

34

ADELEWAY

COLE PL

POINTE WAY

BOCILLA DR

KETTLE HARBOR DR

S GULF BLVD

CHRISTINE PL

EVELYN LN

ANTHONY DR

EXHIBIT "E"





-  Bocilla Storage
-  HYDRANTS
- Water Lines**
-  1 Inch
-  2 Inch
-  4 Inch
-  6 Inch
-  6 Inch Fire (Non Potable)
-  8 Inch
-  8 Inch Fire (Non Potable)
-  Brine Disposal
-  LAYERS.GIS.ACCOUNTS
-  Boundary



# Bocilla Water

