

MUNICIPAL OFFICES:
TIMBERLANE ROAD
TALLHASSEE, FLORIDA 32312
904-893-8600
FAX 904-668-2731

SCANNED

ORIGINAL
FILE COPY

DEPOSIT TREAS. REC. DATE

CB37

NOV 18 '93

ECONOMIC RESEARCH
AND ANALYSIS

Ben Johnson
Associates, Inc.

November 17, 1993

931111-SU

Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0870

Dear Sir or Madam:

Enclosed please find an application and supporting documentation for the purpose of obtaining an original wastewater certificate for Resort Village Utility, Inc.

We have generally followed the model tariff, with a few minor exceptions. Notably, we have modified Rule 16 on Sheet 11.0 to include a provision for interest on delinquent bills. Similarly, we have modified Sheet 31.0 to conform to the anticipated uses within the proposed Resort Village service territory.

The proposed rates reflect the fact that St. George Island is an environmentally sensitive area, requiring an advanced level of wastewater treatment, and the fact that land costs are high.

If you have any questions or comments, please feel free to call me.

Sincerely,



Ben Johnson, Ph.D.

BJ/bv

- ACK
- AFA
- APP
- CAF
- CMH
- CTY
- EM
- LE 1
- LI 6
- OP 1
- RE
- SE 1
- WAS
- OTH

1311 NORTH 18TH STREET
BOISE, IDAHO 83702
208-342-1700
FAX 208-384-1511

DOCUMENT NUMBER-DATE

12399 NOV 18 93

FD-302-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

**INSTRUCTIONS FOR COMPLETING APPLICATION FORM
FOR ORIGINAL CERTIFICATE**

(Section 367.045, Florida Statutes)

**(For a Proposed or Existing System
Requesting Initial Rates and Charges**

931111-SU

General Information

The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Water and Sewer, Bureau of Certification (904-488-8482).

Instructions

1. Fill out the attached application form completely and accurately.
2. Submit the proper filing fee pursuant to Rule 25-30.020, Florida Administrative Code.
3. Complete all the items that apply to your utility. If an item is not applicable, mark it "not applicable" (NA). Do not leave the space blank.
4. Notarize the completed application form.
5. The original and fifteen copies of the completed application, one copy each of the territory and system maps, the original and two copies of the proposed tariff(s), and the proper filing fee should be mailed to:

**Director, Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850**

DOCUMENT NUMBER-DATE

12399 NOV 18 82

FPSC-RECORDS/REPORTING

93 1117-54

**APPLICATION FOR ORIGINAL CERTIFICATE
PURSUANT TO SECTION 367.045, FLORIDA STATUTES**

**(For a Proposed or Existing System
Requesting Initial Rates and Charges)**

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

The undersigned hereby makes application for original certificate(s) to operate a (water) and/or (wastewater) utility in Franklin County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

- A) The full name (as it will appear on the certificate), mailing address and telephone number of the applicant:

Resort Village Utility, Inc. (904) 893-3000
Name of utility Phone No.

1234 Timberlane Road
Office street address

Tallahassee Florida 32312
City State Zip Code

same
Mailing address if different from street address

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

Ben Johnson (904) 893-3000
Name Phone No.

1234 Timberlane Road
Street address

Tallahassee Florida 32312
City State Zip Code

C) Indicate the organizational character of the applicant:
(circle one)

Corporation

Partnership

Sole Proprietorship

Other _____
(Specify)

D) If the applicant is a corporation, indicate whether it has made an election under Internal Revenue Code Section 1362 to be an S Corporation:

Yes XX No _____

E) If the applicant is a corporation, list names, titles and addresses of corporate officers and directors. (Use additional sheet if necessary).

Ben Johnson, Director, President

F) If the applicant is not a corporation, list names and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

PART II NEED FOR SERVICE

A) Exhibit A - A statement regarding the need for service in the proposed territory, such as anticipated (or actual) development in the area. Identify any other utilities within a four-mile radius which could potentially provide such service in the area and the steps the applicant took to ascertain whether such other service is available.

- B) Exhibit B - A statement that the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan, as approved by the Department of Community Affairs. If the provision of service is inconsistent with such plan, provide a statement demonstrating why granting the certificate would be in the public interest.

PART III SYSTEM INFORMATION

A) WATER

- 1) Exhibit N/A - The number of equivalent residential connections (ERCs) proposed to be served, by meter size and customer class. If development will be in phases, separate this information by phase. In addition, if the utility is in operation, provide the current number of ERCs by meter size and customer class.
- 2) Description of the types of customers anticipated (i.e., single family, mobile homes, clubhouse, commercial, etc.):

N/A

- 3) In the case of an existing utility, provide the permit number and the date of approval of facilities by the Department of Environmental Regulation (DER) or the agency designated by DER to issue permits:

N/A

- 4) Indicate the design capacity of the treatment plant in terms of equivalent residential connections (ERCs) and gallons per day (gpd). If development will be in phases, separate this information by phase.

N/A

(ERCs)

N/A

(gpd)

5) Indicate the type of treatment: N/A

6) Indicate the design capacity of the transmission and distribution lines in terms of ERCs and gpd. If development will be in phases, separate this information by phase.

N/A

7) Provide the date the applicant began or plans to begin serving customers: N/A

8) Exhibit N/A - Evidence, in the form of a warranty deed, that the utility owns the land where the utility treatment facilities are or will be located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The applicant may submit a contract for the purchase and sale of land with an unexecuted copy of the warranty deed, provided the applicant files an executed and recorded copy of the deed, or executed copy of the lease, within thirty days after the order granting the certificate.

B) WASTEWATER

1) Exhibit C - The number of equivalent residential connections (ERCs) proposed to be served, by meter size and customer class. If development will be in phases, separate this information by phase. In addition, if the utility is in operation, provide the current number of ERCs by meter size and customer class.

- 2) Description of the types of customers anticipated (i.e., single family, mobile homes, clubhouse, commercial, etc.):
Multi-family, Hotel, Restaurant, Health Club. Retail Shops

(Commercial)

- 3) In the case of an existing utility, provide the permit number and the date of approval of facilities by the Department of Environmental Regulation (DER) or the agency designated by DER to issue permits:

N/A

- 4) Indicate separately the design capacity of the treatment plant and effluent disposal system in terms of equivalent residential connections (ERCs) and gallons per day (gpd). If development will be in phases, separate this information by phase.

1994 Phase I 133 ERC's 30,000 gpd

1997 Phase II 133 ERC's 30,000 gpd

2003 Phase III 133 ERC's 30,000 gpd

- 5) Indicate the method of treatment and disposal (percolation pond, spray field, etc.):

Advanced Wastewater Treatment

Subsurface Absorption Beds

- 6) Exhibit D - If the applicant does not propose to use spray irrigation as a means of effluent disposal, provide a statement that describes, with particularity, the reasons for not using spray irrigation.

- 7) Indicate the design capacity of the collection lines in terms of ERCs and gpd. If development will be in phases, separate this information by phase.

1994	Phase I	133 ERC's	30,000 gpd
1997	Phase II	133 ERC's	30,000 gpd
2003	Phase III	133 ERC's	30,000 gpd

- 8) Provide the date the applicant began or plans to begin serving customers: 1994-1995
- 9) Exhibit E - Evidence, in the form of a warranty deed, that the utility owns the land where the utility treatment facilities are or will be located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The applicant may submit a contract for the purchase and sale of land with an unexecuted copy of the warranty deed, provided the applicant files an executed and recorded copy of the deed, or executed copy of the lease, within thirty days after the order granting the certificate.

PART IV FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit F - A statement regarding the financial and technical ability of the applicant to provide reasonably sufficient and efficient service.
- B) Exhibit G - A detailed statement (balance sheet), certified if available, of the financial condition of the applicant, showing all assets and liabilities of every kind and character, which statement shall be prepared in accordance with Rule 25-30.115, Florida Administrative Code.
- C) Exhibit H - A statement of profit and loss (operating statement), certified if available, of the applicant for the preceding calendar or fiscal year. If the applicant has not operated for a full year, then for the lesser period.
- D) Exhibit I - A list of all entities which have provided or will provide financial backing for the

utility and copies of their financial statements or any financial agreements to provide backing for the utility.

- E) Exhibit ^J - A schedule showing the projected cost of the proposed system (or actual cost of the existing system) by NARUC account numbers. Also provide the capacity of each component of the system in ERCs and gallons per day. If the utility will be built in phases, this schedule shall apply to the design capacity of the first phase only. Provide a separate exhibit for the water and sewer systems.
- F) Exhibit ^K - A schedule showing the projected operating expenses of the proposed system by NARUC account numbers when 80 percent of the designed capacity of the system is being utilized. If the utility will be built in phases, this schedule shall apply to the design capacity of the first phase only. In addition, if the utility has been in existence for at least one year, provide actual operating expenses for the most recent twelve months. Provide a separate exhibit for the water and sewer systems.
- G) Exhibit ^L - A schedule showing the projected capital structure, including the methods of financing the construction and operation of the utility until the utility reaches 80 percent of the designed capacity of the system(s).
- H) Exhibit ^M - A cost study, including customer growth projections, which supports the proposed rates, miscellaneous service charges, customer deposits and service availability charges. A sample cost study is enclosed with the application package. Provide a separate cost study for the water and sewer systems.

PART V **TERRITORY DESCRIPTION AND MAPS**

A) TERRITORY DESCRIPTION

Exhibit ^N - An accurate description of the proposed territory. If the water and wastewater service territories are different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section) if possible, or a metes and bounds description, and also the subdivision

or project name. The description should NOT refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc.). The object is to make the description as brief, but as accurate as possible.

B) TERRITORY MAPS

Exhibit O - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400', along with the proposed territory plotted thereon by use of metes and bounds or quarter sections, and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

C) SYSTEM MAPS

Exhibit P - One copy of a detailed map showing proposed lines, facilities and the territory proposed to be served. Additionally identify any existing lines and facilities. Said map shall be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for the water and wastewater systems.

PART VI NOTICE OF ACTUAL APPLICATION

A) Exhibit Q - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by certified mail or personal delivery to the governing body of the county in which the system is located, the governing body of any municipality within a four (4) mile radius of the territory, any water or wastewater utility within a four (4) mile radius of the territory, regional planning agency, the Public Counsel and the Public Service Commission. A copy of the Notice and a list of the entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

B) Exhibit R - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- C) Exhibit ^S - Immediately upon completion of publication, an affidavit that the notice of actual application was published once each week for three(3) consecutive weeks in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS WILL BE A LATE-FILED EXHIBIT.

PART VII FILING FEE

- A) Indicate the filing fee enclosed with the application:
 ^{\$150.00} (one fee for water and one for wastewater)

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee is determined by the capacity of the proposed system. To determine the fee, equate the design capacity of the system and/or plant to persons. One equivalent residential connection equates to 3.5 persons. One hundred gallons per day, per person (100 gpd/p) is accepted design criteria in representing water consumed per day per person and/or representing wastewater flow per day per person. If the design capacity of the system or plant is known in gallons then divide this figure by 100 to find the number of persons that can be served.

1)	1 to 999 persons	\$ 150.00
2)	1,000 to 4,999 persons	\$ 900.00
3)	5,000 to 9,999 persons	\$ 1,500.00
4)	10,000 or more persons	\$ 2,250.00

PART VIII TARIFF

- A) Exhibit ^T - The original and two copies of sample water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations, which shall be consistent with Chapter 25-9, Florida Administrative Code. Model tariffs are enclosed with the application package.

PART IX AFFIDAVIT

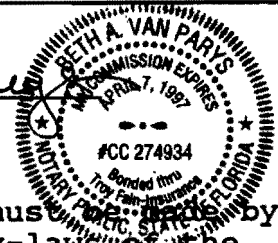
I Ben Johnson (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

Resort Village U.K.I., Inc.
(Applicant)

BY: [Signature]
Name and Title*

Subscribed and sworn to before me this 17th
day of November 1993.

[Signature]
Notary Public



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

Because of the Department of Environmental Protection's concerns about adjacent Outstanding Florida Waters, it is necessary to provide advanced wastewater treatment facilities to serve the St. George Island Resort Village. There are no other advanced waste water facilities on St. George Island, nor are there any waste water utilities operating on the Island. The nearest wastewater utilities are located in Apalachicola and Eastpoint Florida, several miles from the proposed service area. In order for either of these utilities to serve the Resort Village, collection lines would be required that would cross Apalachicola Bay. This would not be a cost effective, nor environmentally attractive, alternative to the proposed facilities.

The Franklin County Comprehensive Plan includes two applicable policies concerning wastewater. First, it states that the restrictions on installation of onsite wastewater treatment systems must be at least as stringent as those applied by the State of Florida. Second, the County allows for onsite wastewater treatment systems to exist until a central system is put into place. The proposed central collection and treatment facility is consistent with the intent of the Franklin County Comprehensive Plan, which is to protect the natural environment while allowing onsite systems until a central system is in place.

Exhibit C

The number of ERCs cannot be determined with certainty at this time. The following table provides the maximum likely number of ERCs to be served. An Equivalent Residential Connection (ERC) is assumed to be 225 gallons of calculated effluent flow.

Customer Class	Meter size	ERC's
Residential	NA	60
Commercial	NA	340

Land is very expensive on St. George Island, and state regulators have expressed a preference for preservation of existing native vegetation where feasible. Subsurface absorption beds use less land area, and involve less disturbance of the existing native vegetation, in comparison with spray irrigation. To the extent regulators permit, treated effluent will be used to meet any irrigation requirements within the Resort Village.

PARTIES: Ben Johnson (Seller) 1234 Timberlane Rd., Tallahassee, FL 32312 (904) 893-3000
and Resort Village Utility, Inc. (Buyer) 1234 Timberlane Rd., Tallahassee, FL 32312 (904) 893-3000

I. DESCRIPTION: (a) Legal description of Real Property located in Franklin County, Florida: See Attached Exhibit A
(b) Street address, city, zip, of the Property is: N/A
(c) Personality: N/A

II. PURCHASE PRICE: \$ 160,000.00
PAYMENT: (a) Deposit(s) to be held in escrow by ... in the amount of ... \$ 0
(b) Additional escrow deposit within ... days after Effective Date in the amount of ... \$ 0
(c) Subject to AND assumption of mortgage in good standing in favor of ... having an approximate present principal balance of ... \$ 0
(d) Purchase money mortgage and note bearing annual interest at 9% (see Addendum) in amount of ... \$ 125,000.00
(e) Other: ... \$
(f) Balance to close (U.S. cash, LOCALLY DRAWN certified or cashier's check), subject to adjustments and prorations ... \$ 35,000.00

III. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before November 18, 1993, the deposit(s) will, at Buyer's option, be returned to Buyer and this offer withdrawn.

IV. FINANCING: (a) If the purchase price or any part of it is to be financed by a third-party loan, this Contract is conditioned on the Buyer obtaining a written commitment for (CHECK (1) or (2) or (3)): (1) a fixed, (2) an adjustable or (3) a fixed or adjustable rate loan within ... days after Effective Date at an initial interest rate not to exceed ... %.

V. TITLE EVIDENCE: At least 5 days before closing date, Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney, in accordance with Standard A, (CHECK (1) or (2)): (1) abstract of title or (2) title insurance commitment and, after closing, owner's policy of title insurance.

VI. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on 12/30/93, unless extended by other provisions of Contract.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record (easements are to be located contiguous to Real Property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages, if any; other: Covenants and Restrictions of the Resort Village Association, Inc. provided, that there exists at closing no violation of the foregoing and none of them prevents use of Real Property for Wastewater Utility purpose(s).

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but, if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein and the tenant(s) or occupants disclosed pursuant to Standard F. Seller agrees to deliver occupancy of Property at time of closing unless otherwise stated herein.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions shall control all printed provisions of Contract in conflict with them.

X. RIDERS: (CHECK if any of the following Riders are applicable and are attached to this Contract): (a) COASTAL CONSTRUCTION CONTROL LINE RIDER (c) FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT RIDER (e) FHAVA RIDER (b) CONDOMINIUM RIDER (d) INSULATION RIDER (f) OTHER:

XI. ASSIGNABILITY: (CHECK (1) or (2)): Buyer (1) may assign or (2) may not assign this Contract.

XII. SPECIAL CLAUSES: (CHECK (1) or (2)): Addendum (1) is attached or (2) there is no Addendum.

XIII. TIME IS OF THE ESSENCE OF THIS CONTRACT.

XIV. DISCLOSURES: Buyer acknowledges or does not acknowledge receipt of the agency/redon/compensation and estimated closing costs disclosures

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR.

Signatures and dates: Buyer (Signature) 11-17-93 Date; Seller (Signature) 11-17-93 Date
Social Security or Tax I.D. # Applied for; 266-15-8855

Deposit under Paragraph II(e) received; IF OTHER THAN CASH, THEN SUBJECT TO CLOSURE. (Escrow Agent)

BROKER'S FEE: (CHECK AND COMPLETE THE ONE APPLICABLE) By:

IF A LISTING AGREEMENT IS CURRENTLY IN EFFECT: Seller agrees to pay the Broker named below, including cooperating sub-agents named, according to the terms of an existing, separate listing agreement.

IF NO LISTING AGREEMENT IS CURRENTLY IN EFFECT: Seller agrees to pay the Broker named below, at time of closing, from the disbursements of the proceeds of the sale, compensation in the amount of (COMPLETE ONLY ONE)

% of gross purchase price or \$ for Broker's services in effecting the sale by finding the Buyer ready, willing and able to purchase pursuant to the foregoing Contract. If Buyer fails to perform and deposit(s) is retained, 50% thereof, but not exceeding the Broker's fee above provided, shall be paid Broker as full consideration for Broker's services, including costs expended by Broker, and the balance shall be paid to Seller. If the transaction shall not close because of refusal or failure of Seller to perform, Seller shall pay the full fee to Broker on demand. In any litigation arising out of the Contract concerning the Broker's fee, the prevailing party shall recover reasonable attorney's fees and costs.

(firm name of listing Broker) (firm name of selling Broker) (Seller)
By: (authorized signatory) (Seller)

WASTE WATER SITE
LEGAL DESCRIPTION

Commence at the POINT OF REFERENCE which is a concrete marker number 2658 marking the Northwest corner of Sea Palm Village, a subdivision recorded in the public records of Franklin County, Florida, plat book 4, page 27; thence from the POINT OF REFERENCE proceed Southwesterly along the arc of a curve (radius of 379.37, chord of 82.14 feet, chord bearing of South 71 degrees 31 minutes 14 seconds West) to the POINT OF BEGINNING; thence from the POINT OF BEGINNING proceed South 31 degrees 34 minutes 12 seconds East 262.33 feet; thence South 85 degrees 43 minutes 25 seconds West 218.30 feet; thence North 35 degrees 45 minutes 06 seconds West 51.80 feet; thence North 14 degrees 29 minutes 49 seconds West 160.77 feet; thence Northeasterly along the arc of a curve (radius of 379.37, chord of 82.06 feet, chord bearing of North 59 degrees 06 minutes 42 seconds East) to the POINT OF BEGINNING, containing .81 acres, more or less.

Less and except any and all lands situated within the boundaries of a line 50 feet on each side of a private access road known as "Leisure Lane".

This Indenture,

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Made this _____ day of _____, A. D. 1993
BETWEEN Ben Johnson

of the County of Leon, in the State of Florida, party of the first part, and
Resort Village Utility, Inc.

of the County of Leon, in the State of Florida, whose ~~post-office~~ street address is
1234 Timberlane Road, Tallahassee, Florida 32312

party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of
Ten (10.00) dollars, and other good and valuable consideration ~~Dollars~~
in hand paid by the said party of the second part, the receipt whereof is hereby acknow-
-edged, has granted, bargained, and sold to the said party of the second part, its heirs
and assigns forever, the following described land, situate, and being in the County of Franklin
State of Florida, to-wit: See attached Exhibit "A"

And the said party of the first part do es hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

_____ } L.S.
L.S.
L.S.
L.S.

STATE OF FLORIDA,
COUNTY OF _____ }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ A. D. 19 _____

This Instrument prepared by:
Address

WASTE WATER SITE
LEGAL DESCRIPTION

Commence at the POINT OF REFERENCE which is a concrete marker number 2658 marking the Northwest corner of Sea Palm Village, a subdivision recorded in the public records of Franklin County, Florida, plat book 4, page 27; thence from the POINT OF REFERENCE proceed Southwesterly along the arc of a curve (radius of 379.37, chord of 82.14 feet, chord bearing of South 71 degrees 31 minutes 14 seconds West) to the POINT OF BEGINNING; thence from the POINT OF BEGINNING proceed South 31 degrees 34 minutes 12 seconds East 262.33 feet; thence South 85 degrees 43 minutes 25 seconds West 218.30 feet; thence North 35 degrees 45 minutes 06 seconds West 51.80 feet; thence North 14 degrees 29 minutes 49 seconds West 160.77 feet; thence Northeasterly along the arc of a curve (radius of 379.37, chord of 82.06 feet, chord bearing of North 59 degrees 06 minutes 42 seconds East) to the POINT OF BEGINNING, containing .81 acres, more or less.

Less and except any and all lands situated within the boundaries of a line 50 feet on each side of a private access road known as "Leisure Lane".

The Applicant is a corporation which will be adequately capitalized to meet its needs. As land is acquired, the facility is constructed, and other capital requirements arise, adequate debt and equity capital will be available.

The Applicant currently has no technical staff, and is relying on professional service firms.

The treatment system has been designed by Gary J. Volenec, P.E. Mr. Volenec has over 14 years experience in the design and management of water/wastewater treatment improvements, planning and engineering studies, and construction related activities. Mr. Volenec will also be assisting in the management of the facility. Once the system is on line, daily maintenance will be accomplished by a part time operator, outside personnel, or some combination of both.

The collection system is being designed by Capital Engineering Consultants, Inc. an experienced civil engineering firm located in Tallahassee, Florida, working in consultation with Mr. Volenec.

Management and regulatory services are being provided by an affiliated company, Ben Johnson Associates, Inc.® This firm's clients include regulatory commissions, regulated utilities, and other corporations and government agencies throughout the United States. The firm includes a staff of professionals with expertise in finance and management, and they have extensive experience with regulated utilities. The Applicant is receiving professional services from this affiliate at the standard hourly rates which are charged to regulatory commissions and other clients around the country.

Resort Village Utility, Inc.
Pro Forma Balance Sheet
As of December 31, 1993

Assets	
Cash	5,000
Organizational Expense	15,000
Land	160,000
Facilities	63,100
Total Assets	243,100
Liabilities and Equity	
Liabilities	
Accounts Payable	18,100
Long Term Debt	125,000
Equity	
Common Equity	100,000
Total Liabilities and Equity	243,100

The applicant has not begun operations.

Exhibit I

Dr. Johnson, president of Resort Village Utility, Inc. and Coastal Development Consultants, Inc. (a firm which he owns) own the property within the proposed certificated service area. They will arrange for the necessary capital funding to ensure that wastewater service is provided in a safe, reliable and timely manner, thereby ensuring that the property within the proposed certificated service area can be developed in accordance with the 1977 Development Order. The initial equity and debt financing will be provided by Ben Johnson. Additional equity and debt financing will be arranged as needed, on the best available terms.

Resort Village Utility, Inc.
Pro Forma Sewer Utility Plant
FYE December 31, 1997
100% of Design Capacity -- Phase I

<u>Acct. No.</u>		
351	Organization	15,000
353	Land and Land Rights	160,000
360	Collection -- Force	51,000
380	Treatment and Disposal Equipment	301,963
Total		527,963

Treatment Capacity 30,000 GPD 133 ERC's
Line Capacity 133 ERC's

ERC = 225 GPD

Resort Village Utility, Inc.
Pro Forma Schedule of Expenses
FYE December 31, 1997
80% of Design Capacity -- Phase I

<u>Acct. No.</u>		
701	Salaries and Wages - Employees	14,433
711	Sludge Removal Expense	3,912
715	Purchased Power	6,078
718	Chemicals	8,509
720	Materials and Supplies	729
730	Contractural Services	8,950
755	Insurance Expense	1,216
775	Miscellaneous Expense	11,350
403	Depreciation Expense	13,617
408	Taxes Other Than Income	6,101
	Total Expenses	74,895
	Assumed ERU's	106
	Annual Operating Expense per ERU	707
	Monthly Operating Expense Per ERU	59

Resort Village Utility, Inc.
Pro Forma Capital Structure
As of Dec. 31, 1997

Long Term Debt	312,636 62%
Common Equity	220,000
Retained Earnings	-30,192
Total Equity	189,808 38%
Total Debt and Equity	502,444 100%

Resort Village Utility, Inc.
Cost Study

Estimated Rate Base @ December 31, 1997 456,731

Rate of Return:

	Ratio	Rate	
Long Term Debt	62%	9.00%	5.58%
Common Equity	38%	12.00%	4.56%
Rate of Return			10.14%

Annual Return on Rate Base 46,313

Monthly Return on Rate Base 3,859

Number of ERUs @ 80% of Design Capacity 106

Monthly Cost of Capital per ERU 36

Monthly Expenses per ERU 59

Total Monthly Cost per ERU 95

RESORT VILLAGE UTILITY , INC.
TERRITORY DESCRIPTION

A portion of Section 35, Township 9 South, Range 7 West, and Section 2, Township 10 South, Range 7 West, Franklin County Florida; being more particularly described as follows: Commence at the POINT OF REFERENCE which is the Northeast corner of Section 29, Township 9 South, Range 6 West, Franklin County Florida. Thence from the POINT OF REFERENCE proceed South 8,366.47 feet, more or less; thence West 14,980.22 feet more or less, to the POINT OF BEGINNING which is a concrete marker number 2658 marking the Northwest corner of Sea Palm Village, a subdivision recorded in the public records of Franklin County, Florida, plat book 4, page 27. Thence from the POINT OF BEGINNING proceed South 31 degrees 34 minutes 12 seconds East 475.07 feet; thence South 07 degrees 39 minutes 32 seconds West 334.40 feet; thence South 31 degrees 34 minutes 07 seconds East 891.06 feet to a point of intersection with the mean high water line of the Gulf of Mexico; thence proceed along said mean high water line South 54 degrees 47 minutes 20 seconds West 512.99 feet; thence south 61 degrees 06 minutes 08 seconds West 452.25 feet to the Southeast corner of the Bluffs, Phase 2, a subdivision recorded in the public records of Franklin County, Florida, plat book 5, page 46; thence leaving said mean high water line, proceed North 31 degrees 16 minutes 36 seconds West along the Easterly boundary of said subdivision 414.45 feet; thence proceed North 31 degrees 15 minutes 49 seconds West 100.42 feet thence proceed northeasterly along the arc of a curve (radius of 732.00 feet, chord of 130.12 feet, chord bearing of North 48 degrees 30 minutes 29 seconds East) 128.26 feet; thence proceed North 44 degrees 16 minutes 54 seconds west 4360.46 feet to the mean highwater line of Apalachicola Bay; thence proceed along said mean highwater line, North 74 degrees 49 minutes 04 seconds East 96.58 feet; thence North 51 degrees 35 minutes 31 seconds East 182.48 feet; thence North 32 degrees 50 minutes 33 seconds East 78.72 feet; thence North 67 degrees 07 minutes 24 seconds East 72.63 feet; thence North 77 degrees 15 minutes 17 seconds East 28.75 feet; thence South 87 degrees 35 minutes 46 seconds East 67.75 feet; thence South 68 degrees 53 minutes 34 seconds East 93.67 feet; thence South 89 degrees 05 minutes 16 seconds East 60.81 feet; thence North 75 degrees 48 minutes 57 seconds East 74.89 feet; thence North 59 degrees 44 minutes 47 seconds East 40.94 feet; thence North 70 degrees 10 minutes 07 seconds East 72.80 feet; thence North 55 degrees 37 minutes 06 seconds East 55.54 feet; thence South 89 degrees 26 minutes 42 seconds East 33.99 feet; thence South 82 degrees 58 minutes 35 seconds East 39.61 feet; thence South 80 degrees 59 minutes 22 seconds East 61.13 feet; thence South 08 degrees 08 minutes 24 seconds East 11.29 feet; thence South 84 degrees 12 minutes 49 seconds East 34.11 feet; thence North 76 degrees 59 minutes 54 seconds East 50.29 feet; thence South 41 degrees 05 minutes 38 seconds East 23.20 feet; thence South 51 degrees 30 minutes 26 seconds East 39.51 feet; thence South 16 degrees 20 minutes 48 seconds East 21.44 feet; thence North 60 degrees 20 minutes 15 seconds West 12.32 feet; thence North 53 degrees 20 minutes 29 seconds West

13.28 feet; thence South 67 degrees 27 minutes 17 seconds West 9.23 feet; thence North 20 degrees 03 minutes 19 seconds West 7.98 feet; thence North 56 degrees 48 minutes 04 seconds West 12.87 feet; thence North 18 degrees 19 minutes 30 seconds West 19.42 feet; thence South 75 degrees 29 minutes 36 seconds West 26.46 feet; thence North 89 degrees 58 minutes 09 seconds West 46.32 feet; thence North 68 degrees 44 minutes 25 seconds West 21.36 feet; thence North 72 degrees 53 minutes 24 seconds West 47.70 feet; thence North 88 degrees 45 minutes 57 seconds West 18.71 feet; thence North 69 degrees 33 minutes 38 seconds West 38.07 feet; thence South 74 degrees 53 minutes 18 seconds West 31.11 feet; thence South 52 degrees 35 minutes 45 seconds West 56.67 feet; thence South 22 degrees 15 minutes 03 seconds West 14.20 feet; thence North 86 degrees 33 minutes 18 seconds West 8.90 feet; thence South 70 degrees 43 minutes 44 seconds West 11.86 feet; thence North 88 degrees 20 minutes 28 seconds West 22.70 feet; thence South 43 degrees 21 minutes 15 seconds West 10.72 feet; thence South 18 degrees 02 minutes 20 seconds West 10.73 feet; thence South 34 degrees 23 minutes 19 seconds West 8.82 feet; thence South 49 degrees 10 minutes 19 seconds East 19.97 feet; thence North 89 degrees 01 minutes 31 seconds West 33.89 feet; thence North 55 degrees 23 minutes 18 seconds West 18.62 feet; thence South 71 degrees 17 minutes 20 seconds West 49.24 feet; thence South 83 degrees 19 minutes 41 seconds West 19.47 feet; thence North 81 degrees 29 minutes 01 seconds West 18.14 feet; thence South 86 degrees 13 minutes 37 seconds West 37.92 feet; thence North 84 degrees 43 minutes 26 seconds West 41.86 feet; thence North 46 degrees 16 minutes 06 seconds West 20.07 feet; thence North 67 degrees 41 minutes 14 seconds West 24.46 feet; thence North 85 degrees 18 minutes 41 seconds West 28.33 feet; thence North 78 degrees 39 minutes 11 seconds West 19.92 feet; thence North 63 degrees 03 minutes 43 seconds West 14.57 feet; thence South 63 degrees 20 minutes 25 seconds West 14.60 feet; thence North 88 degrees 17 minutes 24 seconds West 19.53 feet; thence North 87 degrees 57 minutes 22 seconds West 24.54 feet; thence South 70 degrees 38 minutes 18 seconds West 25.15 feet; thence South 55 degrees 30 minutes 42 seconds West 39.06 feet; thence South 83 degrees 43 minutes 24 seconds West 8.57 feet; thence South 34 degrees 59 minutes 06 seconds West 13.52 feet; thence South 12 degrees 14 minutes 41 seconds West 8.03 feet; thence South 04 degrees 10 minutes 33 seconds West 12.05 feet; thence South 33 degrees 45 minutes 38 seconds West 16.25 feet; thence South 63 degrees 20 minutes 30 seconds West 14.89 feet; thence South 30 degrees 14 minutes 38 seconds East 501.80 feet; thence South 53 degrees 20 minutes 17 seconds East 282.63 feet; thence South 35 degrees 39 minutes 11 seconds East 242.45 feet; thence South 49 degrees 45 minutes 47 seconds East 148.83 feet; thence South 19 degrees 21 minutes 49 seconds West 115.07 feet; thence South 40 degrees 06 minutes 51 seconds East 707.81 feet; thence South 35 degrees 26 minutes 02 seconds East 67.25 feet; thence South 44 degrees 19 minutes 59 seconds East 179.81 feet; thence South 63 degrees 32 minutes 34 seconds East 51.74 feet; thence South 32 degrees 11 minutes 59 seconds East 80.00 feet; thence South 44 degrees 19 minutes 59 seconds East 54.51 feet; thence North 84 degrees 39 minutes 15 seconds East 151.38 feet; thence North 41 degrees 43 minutes 02 seconds West 193.26 feet; thence North 20 degrees 34 minutes 44 seconds West 270.50 feet; thence North 15 degrees 43 minutes 04 seconds West 167.08 feet; thence North 51 degrees 35 minutes 49 seconds East 89.49 feet;

thence South 41 degrees 10 minutes 08 seconds East 227.54 feet; thence South 52 degrees 05 minutes 25 seconds East 123.65 feet; thence South 10 degrees 27 minutes 31 seconds East 57.08 feet; thence South 61 degrees 55 minutes 09 seconds East 122.94 feet; thence South 42 degrees 03 minutes 19 seconds East 104.71 feet; thence South 21 degrees 07 minutes 10 seconds East 233.80 feet; thence South 02 degrees 59 minutes 41 seconds West 79.58 feet; thence South 29 degrees 36 minutes 39 seconds West 66.57 feet; thence North 64 degrees 29 minutes 11 seconds West 96.76 feet; thence South 64 degrees 50 minutes 40 seconds West 53.82 feet; thence South 31 degrees 13 minutes 49 seconds East 231.69 feet; thence North 21 degrees 34 minutes 54 seconds East 46.94 feet; thence North 20 degrees 36 minutes 37 seconds East 39.24 feet; thence North 14 degrees 20 minutes 13 seconds East 78.45 feet; thence South 17 degrees 06 minutes 20 seconds East 80.09 feet; thence North 58 degrees 03 minutes 38 seconds East 28.16 feet; thence South 06 degrees 14 minutes 21 seconds East 54.85 feet; thence South 59 degrees 37 minutes 51 seconds East 75.39 feet; thence North 11 degrees 04 minutes 29 seconds West 225.64 feet; thence North 07 degrees 09 minutes 31 seconds East 59.45 feet; thence North 23 degrees 09 minutes 19 seconds East 45.95 feet; thence North 18 degrees 42 minutes 44 seconds East 40.54 feet; thence North 65 degrees 37 minutes 42 seconds East 110.74 feet; thence North 54 degrees 25 minutes 40 seconds East 50.41 feet; thence South 74 degrees 03 minutes 16 seconds East 45.84 feet; thence South 80 degrees 13 minutes 07 seconds East 42.31 feet; thence South 49 degrees 50 minutes 58 seconds East 96.47 feet; thence South 67 degrees 04 minutes 01 seconds East 32.93 feet; thence North 34 degrees 06 minutes 31 seconds East 59.73 feet; thence North 62 degrees 33 minutes 23 seconds East 42.71 feet; thence South 76 degrees 53 minutes 52 seconds East 59.26 feet; thence North 52 degrees 08 minutes 40 seconds East 96.34 feet to a re-rod on the Southerly boundary of Pelican Point, a subdivision as per map or plat thereof recorded in Public Records of Franklin County, Florida; thence leaving said mean highwater line run North 87 degrees 41 minutes 17 seconds East along the Southerly boundary of said subdivision 289.91 feet to a concrete monument; thence proceed southerly along the arc of a curve (radius of 258.71 feet, chord of 123.00 feet, chord bearing North 22 degrees 50 minutes 43 seconds East); thence proceed South 09 degrees 05 minutes 36 seconds West 83.75 feet; thence proceed northeasterly along the arc of a curve (radius of 379.37 feet, chord of 327.02 feet, chord bearing North 52 degrees 12 minutes 54 seconds East) to the POINT OF BEGINNING, containing 58 acres, more or less.

AFFIDAVIT

I, Ben Johnson, do solemnly swear or affirm that the Notice of Application for Initial Wastewater Certificate was given in accordance with Section 367.045(1)(a) Florida Statutes, and Rule 25-30.030 Florida Administrative Code, by certified mail to the governing body of all municipalities, water, and wastewater utilities within a four (4) mile radius of the territory, the regional planning agency, the Public Counsel, and the Public Service Commission.

Resort Village Utility, Inc.


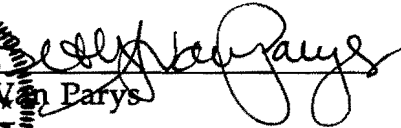
By: 
Ben Johnson, President

State of Florida
County of Franklin

Before me, the undersigned Notary Public, personally appeared Ben Johnson, who was duly sworn and says that he has read and understands the contents of the above affidavit, and that the same is true, to the best of his knowledge, information and belief.

I have relied upon personal knowledge to identify the Affiant.

Sworn to and subscribed before me this 17th day of November A.D. 1993.

AFFIDAVIT

I, Ben Johnson, do solemnly swear or affirm that the Applicant currently has no customers and therefore notice pursuant to Rule 25-30.030, Florida Administrative Code, is not required.

Resort Village Utility, Inc.

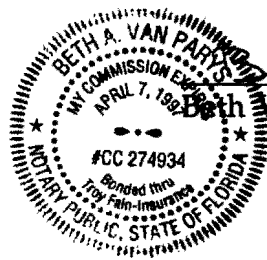
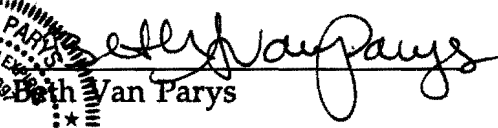
By: 
Ben Johnson, President

State of Florida
County of Franklin

Before me, the undersigned Notary Public, personally appeared Ben Johnson, who was duly sworn and says that he has read and understands the contents of the above affidavit, and that the same is true, to the best of his knowledge, information and belief.

I have relied upon personal knowledge to identify the Affiant.

Sworn to and subscribed before me this 17th day of November A.D. 1993.

 
Beth Van Parys

WASTEWATER TARIFF

Resort Village Utility, Inc.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

Resort Village Utility, Inc.

NAME OF COMPANY

1234 Timberlane Road

Tallahassee, FL 32312

(ADDRESS OF COMPANY)

(904) 893-3000

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Ben Johnson, Ph.D.

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

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Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Franklin

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
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(Continued to Sheet No. 3.1)

Ben Johnson, Ph.D.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

St. George Island Resort Village

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" -
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with wastewater service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of such wastewater service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying wastewater service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF COLLECTION" - For wastewater systems, "Point of Collection" shall mean the point at which the Company's piping, fittings, and valves connect with the customer's piping, fittings, and valves.
- 11.0 "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.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of collection which includes all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds 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.

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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Unauthorized Connections - Wastewater	12.0	20.0
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Ben Johnson, Ph.D.
 ISSUING OFFICER
 President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

RULES AND REGULATIONS

1.0 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.

2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

3.0 SIGNED APPLICATION REQUIRED - Wastewater service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for wastewater service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which wastewater service is to be rendered.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is

(Continued to Sheet No. 8.0)

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such wastewater service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such wastewater service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for wastewater service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

- 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 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale, or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. (9.0)

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

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

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and

(Continued to Sheet No. 10.0)

Ben Johnson, Ph.D.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

Ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

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.

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 BILLING PERIODS - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

(Continued to Sheet No. 11.0)

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

Interest, at the rate of one percent (1%) per month will be accrued on delinquent bills. Payment of delinquent amount, interest and reconnection or premises visit fee are required before the resumption of service occurs.

There shall be no liability of any kind against the Company for the discontinuance of wastewater service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for wastewater service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.

18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a wastewater or water public utility shall not be incorporated into the rate for wastewater or water service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The

(Continued to Sheet No. 12.0)

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility. Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

outgoing customer shall be held responsible for all wastewater service rendered on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied wastewater service by the Company; the customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customers, to discontinue or transfer wastewater service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

- 20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350 and 25-30.340, Florida Administrative Code.

(Continued to Sheet No. 13.0)

Ben Johnson, Ph.D.

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

- 22.0 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 prior to its effective date.
- 23.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

(Continued to Sheet No. 14.0)

Ben Johnson, Ph.D.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

(Continued to Sheet No. 15.0)

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

HELD FOR FUTURE USE

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	20.0
General Service, GS	17.0
Miscellaneous Service Charges	21.0
Multi-Residential Service, MS	19.0
Residential Service, RS	18.0
Service Availability Fees and Charges	22.0

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

GENERAL SERVICE
RATE SCHEDULE GS

AVAILABILITY

Available throughout the area served by the Company.

APPLICABILITY

For wastewater service to all customers for which no other schedule applies.

LIMITATIONS

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

RATE

\$95.00 per ERC per month. One ERC = 225 gallons per day, daily flows are determined by Sheet Number 31.0.

TERMS OF PAYMENT

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

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NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

AVAILABILITY

Available throughout the area served by the Company.

APPLICABILITY

For wastewater service to all single family residential customers.

LIMITATIONS

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

RATE

\$125.00 per month per dwelling unit.

TERMS OF PAYMENT

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

Ben Johnson, Ph.D.
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President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE
RATE SCHEDULE MS

AVAILABILITY

Available throughout the area served by the Company. Available only to multi-family residential homeowners associations.

APPLICABILITY

For wastewater service to all multi-family residential homeowners associations customers.

LIMITATIONS

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

RATE

\$95.00 per month per each multi-family residential unit.

TERMS OF PAYMENT

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

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's Rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

~~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. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two monthly billing periods for the 12 month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.~~

(Continued to Sheet No. 20.1)

Ben Johnson, Ph.D.
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 20.0)

~~INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of _____ each year.~~

~~REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceeding 12 months:~~

- ~~(a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),~~
- ~~(b) paid with a check refused by a bank,~~
- ~~(c) been disconnected for non-payment, or~~
- ~~(d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.~~

~~Notwithstanding the above, 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 at the rate of 9% per annum upon retainment of such deposit.~~

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

~~EFFECTIVE DATE~~

~~TYPE OF FILING~~

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGE

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

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

NORMAL RECONNECTION - This charge would 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 would 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 would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost [1]</u>
Premises Visit (in lieu of disconnection)	\$ <u>10.00</u>

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

EFFECTIVE DATE -

TYPE OF FILING -

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ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Sheet Number</u>
Service Availability Fee		
Multi-Family Residential - Per ERC (225 GPD)	\$225.00	30.0
Single-Family Residential (See Sheet 31.0)	\$300.00	30.0
All others - Per Gallon (See Sheet 31.0)	\$1.00	30.0

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Application for Wastewater Service	25.0
Copy of Customer's Bill	27.0
Held For Future Use	24.0, 26.0
	28.0

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

Resort Village Utility, Inc.
Wastewater Service Agreement

This agreement, between Resort Village Utility, Inc. hereinafter referred to as the Utility, and _____ hereinafter referred to as the Customer.

WHEREAS, the Customer desires to purchase wastewater collection, treatment and disposal service from the Utility and to enter into a wastewater service agreement as required by the Utility.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed:

The Utility shall furnish the means of collection, treatment and disposal of the wastewater created by the Customer on his/her premises described as:

The customer shall pay for such service at the following rates per month, effective as of the date of this Agreement:

Multifamily Residential: \$95.00 per month per multifamily residential unit.
Residential: \$125.00 per month per single-family dwelling unit.
General (All others): \$95.00 per ERC (225 GPD)

Bills are payable when rendered and become delinquent if not paid within twenty (20) days. Once delinquent, interest shall accrue on the unpaid balance at 1% per month. Service to customers with a delinquent bill may be discontinued after five (5) days written notice. If service is discontinued for reason of non-payment, a reconnect fee of \$15.00 will be paid for the reconnection in addition to payment of past due amounts plus interest before a reconnection of service is made.

Ben Johnson, Ph.D.
ISSUING OFFICER

President
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NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

If a service representative visits the premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and service is not discontinued because the Customer makes satisfactory arrangements to pay the bill, a premises visit fee of \$10.00 will be paid in lieu of a reconnection fee.

The Customer agrees to abide by the Rules and Regulations of the Utility.

IN WITNESS WHEREOF, I (or We where applicable) make application for Wastewater service and have unto executed this agreement on the ____ day of _____, 19__.

(Signed) Customer

Address

Telephone

ACCEPTED:

Resort Village Utility, Inc.

BY: _____

Received (date): _____

Main Extension Charge: _____

Initial Connection Fee: _____

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

Ben Johnson, Ph.D.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

HELD FOR FUTURE USE

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 22.0
Service Availability Policy.....	30.0
Table of Daily Flows.....	31.0

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Resort Village Utility, Inc. will provide all of the Plant, Collection Lines and Devices, Disposal Lines and Equipment required for the collection, treatment and disposal of wastewater within the service territory.

Service will be provided within 90 days of a bona fide request for service, if sufficient capacity to fulfill the request is available and not reserved for the use of another customer. When sufficient capacity is not available to immediately fulfill the request, sufficient capacity will be added as soon as practical, and service will be provided within 30 days after such capacity is added.

Once a request for service has been made and the capacity becomes available and reserved for the customer, payment for monthly service is required and begins. Such payment will be assessed at the full tariffed amount regardless of whether or not the customer's premises are occupied.

No contribution in aid of construction is required of customers. However, a service availability fee equal to \$1.00 per gallon of estimated daily flow is required to initiate service. The service availability fee must be paid at the time the customer submits a request for service.

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Resort Village Utility, Inc.

WASTEWATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows</u>
Bars and Cocktail Lounges (per seat).....	5 gpd
Beach Club and Spa (per FTE member).....	10 gpd [1]
Hotels, Guest Houses and Inns (per room/unit).....	150 gpd
Laundromat (per washing machine).....	225 gpd
Conference Center (per seat).....	3 gpd
Theaters, Auditoriums, Churches (per seat).....	3 gpd
Multi-family Residential (per unit).....	225 gpd
Office Buildings (per 100 square feet).....	10 gpd
Other (per gallon of daily potable water use).....	1 gpd [2]
Restaurants (per seat).....	50 gpd
Retail, without kitchen wastes (per 100 square feet).....	5 gpd
Single Family Residential (per unit).....	300 gpd

Notes:

gpd = gallons per day

FTE = Full Time Equivalent

[1] Number of FTE members shall be estimated based upon a rate of potable water usage of 12.5 gallons of potable water use per FTE member per day during June and July.

[2] Usage shall be estimated based upon the rate of potable water usage during June and July.

Ben Johnson, Ph.D.
ISSUING OFFICER

President
TITLE

WAW

PRINCIPAL OFFICES:
1234 TIMBERLANE ROAD
TALLAHASSEE, FLORIDA 32312
904-893-8600
FAX 904-668-2731

ECONOMIC RESEARCH
AND ANALYSIS

Ben Johnson[®]
Associates, Inc

DEPOSIT TREAS. REC. DATE

0837

NOV 18 '93

November 17, 1993

Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0870

931111-1111

Dear Sir or Madam:

Enclosed please find an application and supporting documentation for the purpose of obtaining an original wastewater certificate for Resort Village Utility, Inc.

We have generally followed the model tariff, with a few minor exceptions. Notably, we have modified Rule 16 on Sheet 11.0 to include a provision for interest on delinquent bills. Similarly, we have modified Sheet 31.0 to conform to the anticipated uses within the proposed Resort Village service territory.

The proposed rates reflect the fact that St. George Island is an environmentally sensitive area, requiring an advanced level of wastewater treatment, and the fact that land costs are high.

If you have any questions or comments, please feel free to call me.

12399-93

Sincerely,

1234 TIMBERLANE ROAD
TALLAHASSEE, FLORIDA 32312
904-893-8600

Ben Johnson[®]
Associates, Inc
ECONOMIC RESEARCH AND ANALYSIS

TALLAHASSEE STATE BANK
TALLAHASSEE, FL 32308
83-992/081

9/2/93

****ONE HUNDRED FIFTY AND 00/100 DOLLARS****

PAY TO THE ORDER OF: FLORIDA PUBL

DATE
11/16/93

AMOUNT
*\$150,000

119.07(1)(z), Florida Statutes: Bank account numbers or debit, charge, or credit card numbers given to an agency for the purpose of payment of any fee or debt owing are confidential and exempt from subsection (1) and s.24(a), Art. 1 of the State Constitution . . .

