

ORIGINAL
FILE COPY

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION

96 OCT 32 AM 9:25

FLORIDA PUBLIC SERVICE COMMISSION

**INSTRUCTIONS FOR COMPLETING
APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL
(Section 367.071, Florida Statutes)**

961310-WU

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 Wastewater, Bureau of Industry Structure and Policy Development (904/413-6900).

Instructions

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A.". Do not leave any items blank.
3. Notarize the completed application form.
4. Remit the proper filing fee pursuant to Rule 25-30.020, Florida Administrative Code, with the application.
5. The original and five copies of the completed application and attached exhibits; the original and two copies of the revised tariff sheet(s); and the proper filing fee should be mailed to:

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC _____
- WAS _____
- OTH _____

Check received with filing and forwarded to Fiscal for deposit.
Please forward a copy of check to Dept with proof of deposit.
Initials of person who forwarded check

RECEIVED & FILED

EPSC-BUREAU OF RECORDS

DOCUMENT NO.
11/1/96

APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

11/310-

The undersigned hereby makes application for the transfer of the majority organizational control of RESIDENTIAL WATER SYSTEMS, INC. utility operating under Water Certificate No. 419-W and/or Wastewater Certificate No. _____ located in MARION County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

RESIDENTIAL WATER SYSTEMS, INC.
Name of utility

(352) 622-4949 (352) 732-4366
Phone No. Fax No.

1732 NE 25th AVE
Office street address

OCALA FL 34470
City State Zip Code

PO BOX 5220 OCALA, FL 34478-5220
Mailing address if different from street address

Internet address if applicable

11904-46
11/1/96

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit A - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

TRADEWINDS UTILITIES, INC. PO BOX 5220 OCALA, FL 34478-5220

PSC CERT# 405-W 342-S

C) Exhibit B - A copy of the purchase agreement.

D) Exhibit B - A statement of how the buyer is financing the purchase.

E) Exhibit N/A - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

F) Exhibit C-1 - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

If the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$ 1,500.00 (for water) \$ -0- (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be \$750.
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be \$1,500.
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be \$2,250.
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be \$3,000.

PART V OTHER

- A) Exhibit D - Evidence that the utility owns the land where the utility treatment facilities are 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 Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit E - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. Sample tariff sheets are attached.
- C) Exhibit F - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).

PART VI **AFFIDAVIT**

I CHARLES deMENZES (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 constitute a complete statement of the matter to which it relates.

BY:

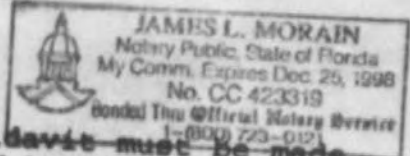
Charles deMenzes
Applicant's Signature

CHARLES deMENZES
Applicant's Name (Typed)

Applicant's Title *

Subscribed and sworn to before me this 28th day of Oct 1996.

James L. Morain
Notary Public



* If the 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 the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

Charles deMenzes
P.O. Box 5220
Ocala, Fl 34478
352-622-4949
FAX 352-732-4366

EXHIBIT "A":

Charles deMenzes is owner and President of Tradewinds Utilities, Inc., a Florida Corporation in business since 1983, currently serves approximately four hundred (400) residential units and one (1) shopping center. In addition to potable water, Tradewinds Utilities, Inc. supplies fire flow to the shopping center and a restaurant. The system he is proposing to take Majority Organizational Control of is currently servicing five hundred and twenty six (526) residential homes. Upon approval by FPSC, Mr. deMenzes will continue to manage and service said plant, and it's customers, as he has done for the past eighteen months, assuring compliance with all FPSC and DEP requirements and fulfilling the commitments, obligations and representations of the seller in regard to utility matters.

EXHIBIT "B" - See Attached

EXHIBIT "C":

1. The Buyer has performed its due diligence and has determined that the system being transferred will require certain upgrades which are already in process. Residential Water Systems, Inc. presently has a permit and financial arrangements made for the upgrade and is under construction at this time. The system is in compliance with DEP regulations at this time and the Buyer does not have knowledge of any Notice of Violation(s) existing.

EXHIBIT "C-2": I, Charles deMenzes, do hereby solemnly swear and affirm that 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 regular mail on October 29, 1996 to the following: the governing body of Marion County, the privately owned water and wastewater utilities located in Marion County, the regional planning council, the office of Public Counsel, the PSC's Director of Records and Reporting, the Department of Environmental Protection and the Saint Johns Water Management District. A copy of the Legal Notice is attached (see Exhibit C-4) and a list of entities notified is attached (see Exhibit C-2).

EXHIBIT "C-3": I, Charles deMenzes, do hereby solemnly swear and affirm that notice of actual application was given in accordance with Rule 25 - 30.030, Florida Administrative Code, by regular mail on October 31, 1996 to each customer of the system being transferred. A copy of the Legal Notice is attached (see Exhibit C-4).

EXHIBIT "C-4": I, Charles deMenzes, do hereby solemnly swear and affirm that the actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25 - 30.030, Florida Administrative Code. Attached is proof of publication.

EXHIBIT "D": See Attached

EXHIBIT "E": See Attached

EXHIBIT "F": See Attached Copy - Certified Original is Requested

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT, made and entered into this _____ day of October, 1996, by and between NANCY E. FINNEY and C. ELAINE FINNEY, hereinafter collectively referred to as "Sellers", CHARLES deMENZES, hereinafter collectively referred to as "Buyers", and RESIDENTIAL WATER SYSTEMS, INC., herein "systems".

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the parties agree as follows:

1. The Sellers are the owners of all issued and outstanding shares of capital stock of RESIDENTIAL WATER SYSTEMS, INC., an active Florida corporation (herein the "Corporation").
2. The Sellers desire to sell to the Buyers, and the Buyers desire to purchase from the Sellers, all of the issued and outstanding shares of capital stock of RESIDENTIAL WATER SYSTEMS, INC., 100 shares to Charles deMenzes on the terms and conditions herein set forth.
3. Subject to the terms and conditions of this Agreement, the Sellers agree to sell, and the Buyers agree to purchase, at closing, 100 shares of common stock of the Corporation having a par value of \$1.00 per share of the Corporation. These shares constitute all of the issued and outstanding capital of stock of the Corporation. At closing, the Sellers shall deliver to the Buyers a Certificate or Certificates evidencing the above shares of stock of the Corporation in forms ready for transfer and duly endorsed to the Buyers.
4. The total purchase price to be paid by the Buyers to the Sellers for the stock being sold shall be FIVE HUNDRED TWENTY SIX THOUSAND AND NO/100 DOLLARS (\$526,000.00) which shall be payable as follows:
 - A. FIFTY THOUSAND AND NO/100 DOLLARS (\$50,00.00) at closing.
 - B. Ratification of the demand promissory notes, representing previous shareholder loans to the Corporation which shall accrue no interest, and the first mortgage from First Bank of The Villages.
 - C. The balance, namely, THREE HUNDRED EIGHTY SIX THOUSAND AND NO/100 DOLLARS (\$386,000.00), shall accrue interest at the rate of TEN PERCENT (10%) per annum, and be payable in monthly installments of \$3,387.43 being the amount sufficient to amortize the unpaid balance over a 30 year period of time, evidenced by a Promissory Note, the Promissory Note to be secured by all of the common stock of the Corporation, subordinate only to the \$90,000.00 lien of First Bank of the Villages as hereinafter provided for.
 - D. The purchase price shall be allocated between the sellers as follows: a) NANCY E. FINNEY (70 shares) seventy percent (70%); b) C. ELAINE FINNEY (30 shares) thirty percent (30%).
5. The closing of this transaction shall be held within three (3) business days of the contingencies of paragraph 11 being met, but in any event on or before December 31, 1996.

6. The Sellers represent to the Buyers as follows:

A. The Sellers have good, absolute and marketable title to all of the issued and outstanding shares of capital stock of the Corporation, free and clear of all liens, claims, encumbrances and restrictions of every kind. The delivery of the stock to the Buyers as herein contemplated shall vest in the Buyers good, absolute and marketable title to all of the stock, free and clear of all liens, claims, encumbrances and restrictions of every kind.

B. RESIDENTIAL WATER SYSTEMS, INC., is a duly organized and validly existing Florida Corporation in good standing, with all the requisite corporate power and authority to carry on its business as presently conducted.

The Corporation has no subsidiaries and has no direct or indirect equity interest in any other firm, corporation or business enterprise.

C. The Corporation is authorized by its Articles of Incorporation to issue 100 shares of common stock with a par value of \$1.00 per share, all of which are duly and validly issued and outstanding, fully paid and non-assessable, and are owned by the Sellers. The Corporation has no authority to issue any other capital stock or any other security.

D. There are no outstanding options, contracts, commitments, warranties, agreements or any rights of any character whatsoever affecting or relating in any manner to the issuance of the Corporation's capital stock or other securities, or entitling anyone to acquire the Corporation's capital stock or other securities.

E. The Corporation has duly filed all federal, state and local tax returns required to be filed by it, and has paid all federal, state and local taxes required to be paid with respect to the periods covered by such returns. The Corporation has not been delinquent in the payment of any tax, assessment, or governmental charge. The Corporation has not had any tax deficiencies proposed or assessed against it and has not executed any waiver of the Statute of Limitations on the assessment or collection of any tax. The Corporation's federal tax returns have never been audited by the Internal Revenue Service. The Corporation's state tax returns, if any, have never been audited.

F. The Corporation has good, absolute and marketable title to all of its properties and assets, including without limitation, those reflected in the Balance Sheet and those used or located on the property controlled by the Corporation and its business as of date hereof, and the same are not subject to any mortgage pledge, lien, charge, security, interest, encumbrance or restriction. The Corporation owns certain real property described in the attached Exhibit "A" upon which is located a water plant, storage and utility shed, storage or holding tank, water lines and necessary easements to provide potable water to the following residential subdivisions located in Ocala, Marion County, Florida,

to-wit; Highpoint; Sun Tree; Country Estates, Buffington Addition; Wineberry I and II; and Edgewood. The Corporation also owns accounts receivable for approximately FIVE HUNDRED TWENTY SIX (526) on-line water service customers. The Corporation owns no motor vehicles. The Corporation has or holds the following Florida Public Service Commission Certificates identified on the attached Schedule "B".

All of the aforementioned assets and properties of the Corporation shall remain the assets and the property of the Corporation at the time of the closing contemplated hereby.

G. That there are no legal actions, suits, arbitrations or other legal, administrative, or other governmental proceedings pending or threatened against the Corporation, its properties, assets, business or shareholders, and that the Sellers are not aware of any facts which might or could result in any such action, suit, arbitration or other proceedings.

7. In the event after the closing, a deficiency is determined in the amount of federal or state tax payable by the Corporation, which deficiency relates to periods ending prior to the closing date, then and in that event, the Sellers shall be fully responsible for the payment of such deficiencies and all costs and expenses related thereto.

8. The business and operation of the Corporation have been and are being conducted in accordance with all applicable laws, rules and regulations of all authorities. Performance of this Agreement will not result in any breach of, or constitute a default under, or result in the imposition of any claim, lien or encumbrance against any property of the Corporation, and will not violate the Articles of Incorporation or the Bylaws of the Corporation.

9. Buyer agrees to obtain Term Life insurance, with the Sellers as beneficiary, in an amount of at least 50% of outstanding Debt.

10. From time of execution hereof through closing, the Sellers shall continue to operate the business of the Corporation in the ordinary course of its business consistent with prior practice.

11. The sale contemplated hereby is specifically contingent upon appropriate approval of the change of control of the Corporation by the Florida Public Service Commission (herein "PSC") to the transfer contemplated hereby.

The Buyers, at Buyer's expense, shall immediately file for and diligently seek the PSC approval of the transfer of control from the PSC.

12. The balance of the purchase price, namely, THREE HUNDRED EIGHTY SIX THOUSAND AND NO/100 DOLLARS (\$386,000.00), shall be evidenced by a Promissory Note executed by the Buyers. The Promissory Note shall allow the Buyers to set-off against the next accruing payments to become due thereunder, all liabilities, obligations, damages, and claims that may be asserted against the Corporation and/or the Sellers that arise from the breach of any covenant, warranty or representation made by the Sellers hereunder.

13. The covenants, representations, and warranties of the Sellers hereunder shall be deemed to have been made again at the time of closing and shall then

be true and correct. At closing, the Sellers shall resign as Directors, Officers and Registered Agent of the Corporation, and shall deliver to the Buyers the corporate books, records and possession of all corporate property and other documentation reasonably requested by counsel for Buyers.

The covenants, representations, and warranties of each of the parties shall survive the closing.

14. The Sellers hereby agree to indemnify and hold harmless the Buyers against all claims, damages, and causes of action that may be asserted against the Corporation or the Buyers that may accrue prior to the date of closing. Damages, as used herein, shall include any claim, action, demand, loss, cost, expenses liability, penalty or other damage, including without limitation, attorney's fees and other costs and expenses reasonably incurred in the investigating or in attempting to avoid or oppose the imposition thereof, or in enforcing this indemnity, resulting to the Buyers from any materially misrepresentations or warranties made by or on behalf of the Sellers, or the breach or default in the performance by the Sellers of any of the obligations to be performed by them hereunder.

15. Buyers will indemnify and hold Sellers harmless at all times from and after the date of this Agreement against any and all claims, demands, suits, damages, obligations, liabilities, or penalties in respect of or arising out of Buyers breach of any covenant, representation or warranty of this agreement and/or arising from Buyers negligent operation of the Corporation arising from Buyers operating the business for all periods after the closing, including but not limited to all costs, and expenses (including reasonable attorney's fees) incident to any of the foregoing.

16. The Buyers individually and as shareholders shall cause the Corporation to allow the Sellers to continue to store building materials, tools, and furniture at the Corporation's warehouse located at the southwest corner of Southeast 42nd Court and Southeast 59th Street for the period of time through November 28, 1998, at no charge to Sellers.

17. Buyers affirmatively covenant that if all or any part of the capital stock owned by the Buyer or any interest in it is sold or transferred without Sellers' prior written consent, Sellers may, at their option, require immediate acceleration or payment in full of all sums secured by this Agreement.

If Sellers exercise this option, Sellers shall give Buyers notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Buyers must pay all sums secured by this Agreement. If Buyers fail to pay these sums prior to the expiration of this period, Sellers may invoke any remedies permitted by this Agreement and/or under the laws of the State of Florida without further notice or demand on Buyers.

18. Buyers affirmatively covenant that they shall cause the Corporation (i) not to divest itself of any assets and/or (ii) not to mortgage, pledge or hypothecate any asset of the Corporation and/or (iii) not to increase its current liabilities, except in the normal course of business, until the Buyer's promissory note in favor of Sellers are paid in full. It is the intent of the paragraph that after closing, by way of example, the Corporation shall be able to sell a truck or computer, to purchase and finance a new truck or computer, or to purchase and finance a new replacement pump used in the business of supplying potable water to residential customers. The Corporation's sale of real property and/or the water plant and/or its

franchise and/or substantially all of the assets of the Corporation are not transactions in the normal course of business. A memorandum of this covenant shall be recorded in the public records of Marion County, Florida.

19. The lien/security documents securing the Buyers' promissory note in favor of the Sellers shall provide for, in addition to standard covenants and warranties, that (i) the Corporation shall pay its ad valorem, tangible personalty, and intangible personalty property taxes on or before December 31 of the year of the assessment, (ii) that the Corporation shall file all of its tax returns (Federal and state) and pay its taxes on a timely basis and shall not extend any filing date unless the tax due is paid, (iii) that the stock certificates shall be "legend" by the Corporation until such time as the Buyers' promissory note in favor of Sellers is paid in full, and (iv) that the Buyers and the Corporation shall cause year-end financial statements of the Corporation to be delivered to the Sellers on or before March 15 of the succeeding year of the statement and monthly financial information of the Corporation upon request and reasonable notice of the Sellers.

20. This Agreement may be amended or modified at any time and in all respects by an instrument in writing executed by the parties hereto.

21. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover their attorney's fees and costs against the losing party.

22. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date set forth below their respective signatures.

Signed, sealed and delivered
in our presence as witnesses:

AS TO SELLERS:

SELLERS:

(Please Print Name of Witness)

(Please Print Name of Witness)

(Please Print Name of Witness)

(Please Print Name of Witness)

NANCY E. FINNEY

DATED: _____

C. ELAINE FINNEY

DATED: _____

AS TO BUYERS:

(Please Print Name of Witness)

(Please Print Name of Witness)

BUYERS:

CHARLES DEMENIES

DATED: _____

JOINDER OF CORPORATION

.....The Corporation joins in the execution of this Agreement for the express limited purpose of agreeing only to the provisions of this agreement requiring acquiescence and/or an act or service by the Corporation.

Signed, sealed and delivered
in our presence as witnesses:

(Please Print Name of Witness)

(Please Print Name of Witness)

RESIDENTIAL WATER SYSTEMS, INC.

By: _____

As its _____

DATED: _____

EXHIBIT C-2

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
10/10/1996-12/08/1996UTILITY NAMEMANAGERMARION COUNTY

A. P. UTILITIES, INC. (WU592) 3925 S.E. 45TH COURT, SUITE E OCALA, FL 34480-7431	PHILIP D. WOODS (904) 694-7474
ASTOR WEST, INC. (WS004) % MR. S. RAY GILL, P.A. P. O. BOX 337 OCALA, FL 34478-0337	SELMA J.R. COLLINS (352) 732-8030
BFF CORP. (SU595) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
C.F.A.T. H2O, INC. (WS719) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
COUNTYWIDE UTILITY COMPANY (WU008) P. O. BOX 1476 OCALA, FL 34478-1476	DIRK J. LEEWARD (352) 245-7007
DECCA UTILITIES, A DIVISION OF DECCA (WS465) 8865 S.W. 104TH LANE OCALA, FL 34481-8961	JAMES A. BELL (352) 854-6210
EAGLE SPRINGS UTILITIES, INC. (WU470) P. O. BOX 1975 SILVER SPRINGS, FL 34489-1975	LEONARD (LEN) B. TABOR (904) 351-8800
EAST MARION SANITARY SYSTEMS, INC. (SU535) % FIRST FEDERAL BANK OF OSCEOLA 200 EAST BROADWAY KISSIMMEE, FL 34741-5791	JAMES W. BURNS (407) 846-3000
EAST MARION WATER DISTRIBUTION, INC. (WU536) % FIRST FEDERAL BANK OF OSCEOLA 200 EAST BROADWAY KISSIMMEE, FL 34741-5791	JAMES W. BURNS (407) 846-3000
LINADALE WATER COMPANY (WU148) 24901 S.E. COUNTY HIGHWAY 42 UMATILLA, FL 32784-9144	FANNIE J. SHIELDS (904) 669-3589

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
10/10/1996-12/08/1996

UTILITY NAME

MANAGER

MARION COUNTY (continued)

LOCH HARBOUR UTILITIES, INC. (WS151)
P. O. BOX 2100
OCALA, FL 34478-2100

JOSEPH C. MCCOUN
(904) 732-2100

MARION UTILITIES, INC. (WS160)
710 N.E. 30TH AVENUE
OCALA, FL 34470-6460

TIM E. THOMPSON
(904) 622-1171

OCALA OAKS UTILITIES, INC. (WU174)
1343 N.E. 17TH ROAD
OCALA, FL 34470-4600

MICHAEL ELLZEY
(904) 732-3504

PINE RUN UTILITIES, INC. (WU337)
8865 S.W. 104TH LANE
OCALA, FL 34481-8961

JAMES A. BELL
(352) 854-6210

QUAIL MEADOW UTILITIES, INC. (WU532)
2477 EAST COMMERCIAL BLVD.
FT. LAUDERDALE, FL 33308-4041

STEPHEN G. MEHALLIS
(305) 491-1722

RAINBOW SPRINGS UTILITIES, L.C. (WS199)
P. O. BOX 1850
DUNNELLON, FL 34430-1850

LOWELL D. SMALLRIDGE
(352) 489-5264

RESIDENTIAL WATER SYSTEMS, INC. (WU370)
P. O. BOX 5220
OCALA, FL 34478-5220

CHARLES DEMENZES
(352) 622-4949

S & L UTILITIES, INC. (SU327)
P. O. BOX 4186
OCALA, FL 34478-4186

CHARLES FLETCHER, JR.
(904) 694-3057/622-7236

SATEKE UTILITIES, INC. (WS212)
606 S.W. 2ND AVENUE
OCALA, FL 34474-4215

TERRY S. ROBERTS
(904) 622-4141

SILVER CITY UTILITIES (WU362)
355 PRINCES STREET
KINCARDINE, ONTARIO
CANADA N2Z 2-7.

DAVID SMALL
(519) 396-2658

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
10/10/1996-12/08/1996

UTILITY NAME

MANAGER

MARION COUNTY (continued)

SOUTHERN STATES UTILITIES, INC. (WS487) 1000 COLOR PLACE APOPKA, FL 32703-7753	BRIAN P. ARMSTRONG (407) 880-0058
SPRUCE CREEK SOUTH UTILITIES, INC. (SU653) 17585 S.E. 102ND AVENUE SUMMERFIELD, FL 34491-6920	HARVEY D. ERP (904) 347-3700
SPRUCE CREEK SOUTH UTILITIES, INC. (WU591) 17585 S.E. 102ND AVENUE SUMMERFIELD, FL 34491-6920	HARVEY D. ERP (904) 347-3700
STEEPLECHASE UTILITY COMPANY, INC. (WS598) * STONECREST 11053 S.E. 174TH LOOP SUMMERFIELD, FL 34491-8619	L. HALL ROBERTSON, JR. (904) 245-2770
SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (WS746) ATTN: SADDLE OAK CLUB 31700 MIDDLEBELT ROAD, SUITE 145 FARMINGTON HILLS, MI 48334	JAN CARR (407) 521-9533
SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC. (WU239) 10230 S.E. HIGHWAY 25 BELLEVIEW, FL 34420-5531	JAMES H. HODGES (904) 347-8228
TRADEWINDS UTILITIES, INC. (WS350) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
UTILITIES, INC. OF FLORIDA (SU661) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
UTILITIES, INC. OF FLORIDA (WU443) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
VENTURE ASSOCIATES UTILITIES CORP. (WU512) 2661 N.W. 60TH AVENUE OCALA, FL 34482-3933	ARTHUR F. TAIT (904) 732-5000

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
10/10/1996-12/08/1996

UTILITY NAME

MANAGER

MARION COUNTY (continued)

✓ WINDSTREAM UTILITIES COMPANY (WU385)
P. O. BOX 4201
OCALA, FL 34478-4201

SHARON (SHARI) DLOUHY
(904) 620-8290

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
10/10/1996-12/08/1996

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, MARION COUNTY
P. O. BOX 1030
OCALA, FL 32678-1030

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF BELLEVIEW
5343 S.E. ABSHIER BLVD.
BELLEVIEW, FL 34420-3904

MAYOR, CITY OF DUNNELLON
12014 SOUTH WILLIAMS STREET
DUNNELLON, FL 34432

MAYOR, CITY OF OCALA
P. O. BOX 1270
OCALA, FL 32678-1270

MAYOR, TOWN OF MCINTOSH
P. O. BOX 165
MCINTOSH, FL 32664-0165

MAYOR, TOWN OF REDDICK
P. O. BOX 203
REDDICK, FL 32686-0203

ROBERT TITTERINGTON, MARION COUNTY
601 S.E. 25TH AVENUE
OCALA, FL 34471

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
10/10/1996-12/08/1996

UTILITY NAME

MANAGER

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

WITHLACOOCHEE REG PLANNING COUNCIL
1241 S.W. 10TH STREET
OCALA, FL 34474-2798

STATE OFFICIALS

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

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

EXHIBIT C-4

PROOF OF PUBLICATION
STAR-BANNER
Published — Daily
OCALA, MARION COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF MARION

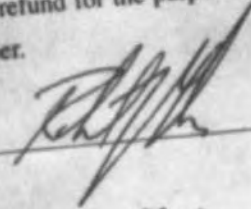
Before me the undersigned authority personally appeared Robert Gruber, who on oath says that he is Advertising Director

of the Star-Banner, a daily newspaper published at Ocala, in Marion County, Florida; that

the attached copy of advertisement, being a notice in the matter of _____
#AS013 APPLICATION FOR TRANSFER OF WATER

_____ Court,
_____ in the _____
was published in said newspaper in the issues of _____
October 31, 1996

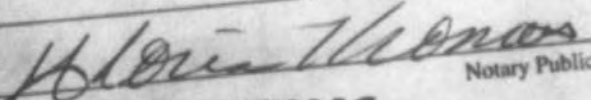
Affiant further says that the said STAR-BANNER is a daily newspaper published at Ocala, in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in said Marion County, Florida, daily, and has been entered as second class mail matter at the post office in Ocala, in said Marion County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this 31st day

of October, A.D., 1996




Notary Public
GLORIA THOMAS
Print, Type or Stamp Commissioned Name of Notary Public)

LEGAL NOTICE
Notice is hereby given on October 31, 1996, pursuant to Section 367 and Article XXIV of the Constitution for transfer of Water Certificate No. 419-W from **MARGY E. FINNEY** and **C. ELANE FINNEY** to **CHARLES DEBENTZ**, providing service to the following described territory in **MARION County, Florida**.
DESCRIPTION OF TERRITORIES SERVED
The following subdivisions within Section 02 and Section 11 of Township 16 South, Range 22 East:
HIGH POINT SUBDIVISION
SUNTIBE SUBDIVISION
EDGEWOOD SUBDIVISION
COURTNEY ESTATES SUBDIVISION
ADDITION SUBDIVISION
WINDSBURY SUBDIVISION
Any objections to the said application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0820. A copy of said application which address is Charles DeBentz, PO Box 5220, Ocala, FL 34478-5220 No. AS013 — October 31, 1996

EXHIBIT "C-4"

LEGAL NOTICE

Notice is hereby given on October 31, 1996, pursuant to Section 367.045, Florida Statutes, of the application for transfer of Water Certificate No. 419-W from NANCY E. FINNEY and C. ELAINE FINNEY to CHARLES deMENZES, providing service to the following described territory in MARION County, Florida.

DESCRIPTION OF TERRITORIES SERVED

The following Subdivisions within Section 02 and Section 11 of Township 16 South - Range 22 East.

HIGH POINTE SUBDIVISION

SUNTREE SUBDIVISION

EDGEWOOD SUBDIVISION

COUNTRY ESTATES BUFFINGTON ADDITION SUBDIVISION

WINEBERRY SUBDIVISION

Any objection to the said application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Blvd, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is:

Charles deMenzes
PO Box 5220
Ocala, FL 34478-5220

10.50
10.50 MC
55 do



This Instrument Prepared By
MARY B. STEDDUM
Attorney at Law
1701 S. E. Ft. King Street
Ocala, Florida 32671

EXHIBIT "D"

Parcel No.: In 35818-000-01

S.S.No.:

WARRANTY DEED

Made this 4th day of April, 1991, BETWEEN

WILLIAM A. CARBAUGH, JOSEPH C. LONDON, DORIS ELLZEY and MIKE ELLZEY, as a majority of the surviving trustees of SUN TREE, OCALA, INC., a dissolved Florida corporation, hereinafter called the Grantor, and

RESIDENTIAL WATER SYSTEMS, INC., a Florida Corporation, whose address is 310 S. E. 8th Street, Ocala, Florida 32671, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

WITNESSETH, That said grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Marion County, Florida, to wit:

Legal
for Sun
Tree Plant
Property

Tract "A", SUN TREE, per plat thereof recorded in Plat Book "X", pages 3 and 4, public records of Marion County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]
As to Carbaugh

[Signature]

[Signature]
As to London

[Signature]

[Signature]
As to Doris Ellzey

[Signature]

[Signature]
As to Mike Ellzey

[Signature]
WILLIAM A. CARBAUGH

[Signature]
JOSEPH C. LONDON

[Signature]
DORIS ELLZEY

[Signature]
MIKE ELLZEY

91-021326

91 APR 10 AM 10:32

VERIFIED
MARION COUNTY FL

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
APR 10 1991
\$ 00.55

STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared WILLIAM A. CARBAUGH, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State of Florida last aforesaid this 9TH day of April, 1991.

My commission expires:

Oct 1, 1991
Notary Public, State of Florida
at Large
Notary Public, State of Florida at Large
My Commission Expires May 21, 1994



STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared JOSEPH C. LONDON, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State of Florida last aforesaid this 4th day of April, 1991.

Notary Public, State of Florida at Large
My Commission Expires March 25, 1994
My commission expires:

Carbaugh/Notary
Notary Public, State of Florida
at Large



STATE OF FLORIDA
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared DORIS ELLZEY, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State of Florida last aforesaid this 4th day of April, 1991.

Notary Public, State of Florida at Large
My Commission Expires March 25, 1994
My commission expires:

Carbaugh/Notary
Notary Public, State of Florida
at Large



STATE OF FLORIDA
COUNTY OF MARION

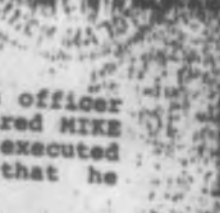
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared MIKE ELLZEY, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State of Florida last aforesaid this 4th day of April, 1991.

Notary Public, State of Florida at Large
My Commission Expires March 25, 1994
My commission expires:

Lisa R. Gustin
Notary Public, State of Florida
at Large

6/28/93



153 40
S.Y. _____

500 NE 8th Ave.
Ocala, FL 32670

This is a Transfer
Deed

OR 14001582
A.D. 1984

This instrument, made the 26 th day of January
1984, by CHARLES T. FINNEY and NANCY E. FINNEY, as tenants in common,
the grantor, and RESIDENTIAL WATERSYSTEMS INC., a Florida
Corporation,
whose mailing address is 1850 S.W. Pine Ave., Ste. 2
Ocala, Fla 32674
hereinafter called the grantee.

Witnesseth, That said grantor, for and in consideration of the sum of -----TEN (\$10.00)----- Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is
hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever,
the following described land, situate, lying and being in Marion County, Florida, to-wit:

TRACT "A", HIGHPOINT SUBDIVISION, as per plat thereof
recorded in Plat Book W, pages 32 and 33, Public Records
of Marion County, Florida.

This is not homestead property or contiguous thereto.

Legal
Description
for High
Pointe Plant
Property



Handwritten signature and date: JAN 25 4 35 PM '84

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
of all persons whomsoever. "Grantor" and "grantee" are used for singular or plural as context requires.
In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence.

Carole A. Wyckoff
Witness No. 1
Carole A. Wyckoff
Witness No. 2

Charles T. Finney (Seal)
Charles T. Finney
Nancy E. Finney (Seal)
Nancy E. Finney

STATE OF FLORIDA, COUNTY OF MARION.
The foregoing instrument was acknowledged before me this
by

day of JANUARY 1984

Carole A. Wyckoff
Notary Public - State of Florida at Large
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES

NOTARY SEAL

This Space for State Documentary Stamp Tax

PLM RECORDERS USE

This Space for Documentary Stamp Tax

STATE OF FLORIDA, COUNTY OF MARION.
Filed and recorded
Record Verified, Frances E. Thigpin, Clerk of Circuit Court, Marion County, Florida.

In O.R. Book

By

D.C.

REC. 5.00
D.S. .75
S.T. _____

THIS INSTRUMENT WAS PREPARED BY:
Charles R. Tucker
500 N.E. 8th Ave.
Ocala, Fl. 32670

Quitclaim Deed
OR
MUN. 1100 NACL 1581

84-004167

Made the 24th day of January A.D. 1984, between
FRANK J. PEPPER, JR. and JACK O. KNOWLES,

hereinafter called the grantor, and CHARLES T. FINNEY and NANCY E. FINNEY, as

tenants in common,
whose mailing address is 1850 S.W. Pine Ave., Suite 2
Ocala, Fl. 32671
hereinafter called the grantee.

The said grantor, for and in consideration of the sum of -----TEN (\$10.00)----- Dollars

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof hereby acknowledged, does remise, release and quitclaim to the said grantee, and grantee's heirs and assigns forever the following described land, situate, lying and being in Marion County, Florida, to-wit:

TRACT "A", HIGHPOINTSUBDIVISION, as per plat thereof recorded in Plat Book W, pages 32 and 33, Public Records of Marion County, Florida.



Shirley P. [Signature]
JAN 26 4 30 PM '84

"Grantor" and "grantee" are used for singular or plural as context requires.
Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence.

Shirley P. [Signature]
WITNESS NO. 1

[Signature]
Frank J. Pepper, Jr.
[Signature]
Jack O. Knowles

[Signature]
WITNESS NO. 2

STATE OF FLORIDA, COUNTY OF MARION
The foregoing instrument was acknowledged before me this 24 day of January, 1984
by

NOTARY SEAL
Notary Public, State of Florida at
My Commission Expires April 16, 1984
FOR RECORDERS USE
This Space for State Documentary Stamp Tax

FRANK J. PEPPER, JR.
herein called the grantor,
and CHARLES T. FINNEY and NANCY E. FINNEY, as
tenants in common,
whose mailing address is 1850 S.W. Pine Ave., Suite 2
Ocala, Fl. 32671
hereinafter called the grantee.
The said grantor, for and in consideration of the sum of -----TEN (\$10.00)----- Dollars
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof hereby acknowledged, does remise, release and quitclaim to the said grantee, and grantee's heirs and assigns forever the following described land, situate, lying and being in Marion County, Florida, to-wit:



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

419-W

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

RESIDENTIAL WATER SYSTEMS, INC.

Whose principal address is

1850 Southwest Pine Street

Ocala, Florida 32670

(Marion)

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

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

ORDER 12042 DATED 1/4/84 DOCKET 830436-22

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Steve Jubille
Commission Clerk

[Signature]
Executive Director



961310-WU

WATER TARIFF

RESIDENTIAL WATER SYSTEMS, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

CHARLES DE MENZER
ISSUING OFFICER
PRESIDENT
TITLE

DOCUMENT NO.
11 704-96
11/1/96

WATER TARIFF

RESIDENTIAL WATER SYSTEMS, INC.
NAME OF COMPANY

PO BOX 5220

OCALA, FL 34478-5220

352-622-4949
(ADDRESS OF COMPANY)

352-821-1795
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

CHARLES DE MENZER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	23.0
Standard Forms	18.0
Technical Terms and Abbreviations	5.0
Territory Served	3.0

CHARLES DE MENZER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.
WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -419 W

COUNTY -MARION

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
12842	01/04/84	830436-W	ORIGINAL
14554	07/10/85	840284-WU	AMENDED
PSC-96-0165-FOF-WU	03/29/96	950907-WU	AMENDED

(Continued to Sheet No. 3.1)

CHARLES DE MENZEL _____
ISSUING OFFICER

PRESIDENT _____
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

HIGH POINTE SUBDIVISION

TOWNSHIP 16 SOUTH - RANGE 22 EAST

SECTION 2

COMMENCE AT THE SOUTHWEST CORNER OF SOUTHEAST ¼ OF SAID SECTION 2 AT A POINT ON THE CENTERLINE OF SOUTHEAST 41ST COURT THEN SOUTH 89 DEGREES 54 MINUTES 08 SECONDS EAST ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 2 A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING. THEN CONTINUE ALONG THE SAID BOUNDARY ON SAID BEARING A DISTANCE OF 289.78 FEET TO A POINT ON SAID BOUNDARY THEN NORTH 38 DEGREES 33 MINUTES 30 SECONDS EAST A DISTANCE OF 665.96 FEET, THEN NORTH 51 DEGREES 26 MINUTES 30 SECONDS WEST A DISTANCE OF 600.00 FEET, THEN NORTH 38 DEGREES 33 MINUTES 30 SECONDS EAST A DISTANCE OF 600.00 FEET, THEN SOUTH 51 DEGREES 26 MINUTES 30 SECONDS EAST A DISTANCE OF 600.00 FEET, THEN NORTH 38 DEGREES 33 MINUTES 30 SECONDS EAST A DISTANCE OF 2143.08 FEET, THEN NORTH 89 DEGREES 48 MINUTES 19 SECONDS WEST A DISTANCE OF 2426.19 FEET, THEN SOUTH 00 DEGREES 27 MINUTES 20 SECONDS EAST A DISTANCE OF 2657.15 FEET TO THE POINT OF BEGINNING.

TOWNSHIP 16 SOUTH, RANGE 22 EAST,
THE SOUTH 660 FEET OF THE NE ¼ OF SECTION 02
A/K/A SUNTREE SUBDIVISION

TOWNSHIP 16 SOUTH, RANGE 22 EAST,

THE NW ¼ OF THE NW ¼ LESS THE SOUTH 330 FEET OF SECTION 11 A/K/A EDGEWOOD
SUBDIVISION.

THE NW ¼ OF SE ¼ OF NE ¼ AND SW ¼ OF NW ¼ OF NE ¼ OF SECTION 2
A/K/A COUNTRY ESTATES BUFFINGTON ADDITION SUBDIVISION.

THE N ¼ OF SW ¼ OF SECTION 2 A/K/A WINEBERRY SUBDIVISION.

CHARLES DE MENZER
REG. SURV. OFFICER

PREPARED BY
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.
WATER TARIFF

ORIGINAL SHEET NO. 4.0

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
MARION	HIGH POINTE SUB	YES	
MARION	SUNTREE SUB	YES	13.0
MARION	EDGEWOOD SUB	YES	13.0
MARION	WINEBERRY SUB	YES	13.0
MARION	COUNTRY ESTATES	YES	13.0
	BUFFINGTON ADD.	YES	13.0

CHARLES DE WENZEL
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of customers who receive water 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" - RESIDENTIAL WATER SYSTEMS, 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 which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 10.0 "RATE" - Amount which the utility may charge for water service which is applied to the customer's actual consumption.
- 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.

CHARLES DE MENZER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, 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.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 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.

CHARLES DE MENZES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number</u>	<u>Rule Number</u>
Meter Accuracy Requirements	10.0	25.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	17.0
Policy Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0
Right of Way or Easements	9.0	14.0
Termination of Service	9.0	18.0
Type and Maintenance	8.0	9.0
Unauthorized Connections - Water	10.0	20.0

CHARLES DE MIERZEL
ISSUING OFFICER

PRESTON
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

The Company shall provide water service to all customers requiring such service within its certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.

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

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 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 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 in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

CHARLES DE WENZEL
BOARD OFFICER
PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the company will at all times use reasonable diligence to provide continuous 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.

9.0 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.

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 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.

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

CHARLES DE BRUNER _____
 BOARDING OFFICER

PRESIDENT _____
 TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

- 13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company 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.
- 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 water service.
- 15.0 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 utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.

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

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

- 16.0 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.
- 17.0 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.
- 18.0 TERMINATION OF SERVICE - When a customer wishes to terminate service on any premises where water service is supplied by the Company with water service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

CHARLES DE MENZER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 20.0 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.
- 21.0 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.
- 22.0 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.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 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.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

CHARLES DE MEXTER
REGULATORY OFFICERPRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

CHARLES DE MENZER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

GENERAL SERVICERATE 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

<u>RATE</u> -	<u>METER SIZE</u>	<u>BASE FACILITIES CHARGE</u>
	5/8" X 3/4"	\$8.82
	1"	22.06
	1 1/2"	44.11
	2"	70.59
	3"	141.18
	4"	220.60
	Gallonage Charge per 1,000 Gallons	\$1.25

MINIMUM CHARGE - \$8.82

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 - June 29, 1996TYPE OF FILING - Transfer of Majority Control

CHARLES DE WENZEL
RECORDS OFFICER

PREIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - MONTHLY

<u>RATE</u> -	<u>METER SIZE</u>	<u>BASE FACILITIES CHARGE</u>
---------------	-------------------	-------------------------------

5/8" X 3/4"	\$ 8.82
1"	22.08
1 1/2"	44.11
2"	70.59
3"	141.18
4"	220.60

Gallage Charge per 1,000 Gallons	\$ 1.25
-------------------------------------	---------

MINIMUM CHARGE - \$8.82

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 - June 29, 1996

TYPE OF FILING - Transfer of Majority Control

CHARLES DE MENZER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$ 20.00</u>	_____
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 Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customers account during the month of JANUARY each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.
Nothing in this rule shall prohibit the Company from refunding a customer's deposit in less than 23 months.

EFFECTIVE DATE - JANUARY 1, 1997

TYPE OF FILING - TRANSFER OF MAJORITY CONTROL

CHARLES DE MENZER
REGULATORY OFFICER

PRECEDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

METER TEST DEPOSITS

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

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

REFUND OF METER BENCH TEST DEPOSIT - The utility 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 field test in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE - JANUARY 1, 1997

TYPE OF FILING - TRANSFER OF MAJORITY CONTROL

CHARLES DE MENZER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

INITIAL CONNECTION - This charge 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.

LATE CHARGE - This charge would be levied if payment is not received on the 21st day after Postmarked Date of Bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Charge	\$ <u>5.00</u>

EFFECTIVE DATE -JANUARY 1, 1997

TYPE OF FILING -TRANSFER OF MAJORITY CONTROL

CHARLES DE WENZEL
ISSUING OFFICER

PREMISES
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.
 WATER TARIFF SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO SERVICE
 AVAIL POLICY
 SHEET NO./RULE NO.

DESCRIPTION	AMOUNT		
<u>Back-Flow Preventor Installation Fee</u>	\$		
5/8" x 3/4"	\$		
1"	\$		
1 1/2"	\$		
2"	\$		
Over 2"	Actual Cost [1]		
<u>Customer Connection (Tap-in) Charge</u>	\$500.00	24.0	26.0
5/8" x 3/4" metered service	\$		
1" metered service	\$		
1 1/2" metered service	\$		
2" metered service	\$		
Over 2" metered service	Actual Cost [1]		
<u>Guaranteed Revenue Charge</u>			
With Prepayment of Service Availability Charges:	\$		
Residential-per ERC/month (__ GPD).....	\$		
All others-per gallon/month	\$		
Without Prepayment of Service Availability Charges:	\$		
Residential-per ERC/month (__ GPD).....	\$		
All others-per gallon/month	Actual Cost [1]		
<u>Inspection Fee</u>	\$		
<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>	\$70.00	24.0	21.0
5/8" x 3/4"	\$		
1"	\$		
1 1/2"	\$		
2"	\$		
Over 2"	Actual Cost [1]		
<u>Plan Review Charge</u>	Actual Cost [1]		
<u>Plant Capacity Charge</u>	\$		
Residential-per ERC (__ GPD).....	\$		
All others-per gallon	\$		
<u>System Capacity Charge</u>	\$		
Residential-per ERC (__ GPD).....	\$		
All others-per gallon	\$		

(1) Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE - JANUARY 1, 1997
 TYPE OF FILING - TRANSFER OF MAJORITY CONTROL

CHARLES DE HENZEL
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.
WATER TARIFF

INDEX OF STANDARD FORMS

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

CHARLES DE WENZEL
RECORDS OFFICER
PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.
WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CHARLES DE MENZER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

RESIDENTIAL WATER SYSTEMS, INC.
 P.O. BOX 5220 - OCALA, FL 32678-5220
 OFFICE: 1732 N.E. 25TH AVE, OCALA,
 HOURS 9-4 MON. FRI.
 PHONE (904) 622-4949

Acct.# _____ Page # _____ Date _____
 Service Address _____
 Name _____
 Mailing Address _____
 Lot _____ Block _____ Subdivision _____
 Title Holder of Property _____ SS# _____
 Phone _____
 Customer Class RS Meter Size 5/8" Meter # _____
 Initial Connection Charge 10.00 (Non Refundable)
 Water Deposit 20.00
 Total 30.00 Cash _____
 Check _____
 Meter Reading _____ Date _____

Bills are mailed on the first of each month for previous months usage. They are due upon receipt. If payment is not received by closing on the 21st, the account will be considered delinquent and a late fee of \$5.00 will be charged.

Any charges assessed to us by the bank for a returned check will be paid by the customer. (Cash only on returned checks.)

Customers will be notified five days before shut-off on delinquent accounts and on returned checks.

If water service is discontinued there is a \$15.00 reconnect charge.

If collected at premises, there is a \$10.00 Collection Charge.

MONTHLY RATES

Base Facility Charge 8.82 Water 1.25 per ea. 1000 Gallons

The undersigned does hereby agree to abide by the Rules and Regulations of this Utility, as approved by the Florida Public Service Commission and does guarantee payment of any and all indebtedness incurred.
 WATER RESTRICTIONS IN EFFECT: For further information 1-800-423-1476

Signature _____

CHARLES DE NIENZER
 ISSUING OFFICER

 PRESIDENT
 TITLE

Residential Water Systems, Inc
P O Box 5220
Ocala, Fl 34478

Notice to Residents

As a community public water supply utility, we are required by regulation 17-555.360 of the Florida Administrative Code to establish a routine cross-connection control program for our water system to DETECT AND PREVENT CROSS CONNECTIONS that create, or may create, an imminent and substantial hazard to public health.

A "CROSS CONNECTION" means any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage or other waste, or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as the result of backflow.

"CROSS CONNECTIONS" AS DEFINED ABOVE ARE PROHIBITED. Examples of community residential connections are illustrated on the attached sheets.

ALSO PROHIBITED IS ANY CROSS CONNECTION BETWEEN A PRIVATE IRRIGATION WELL AND POTABLE WATER PLUMBING.

Upon discovery of a prohibited cross connection we are required to either eliminate the cross connection by installation of an appropriate backflow prevention device or to disconnect water service until the contaminant source is eliminated.

If you feel that you may have a cross connection, please contact us so that we may verify and insure that the problem is corrected. Remember, the intent of these requirements is to insure a safe supply of potable water for all of us.

Sincerely:
Residential Water Systems, Inc

RESIDENTIAL WATER SYSTEMS, INC
P.O. BOX 5220
OCALA, FL 32678

TO ALL OUR CUSTOMERS:

Since 1976 lead consumption by Humans has been reduced significantly. Your water system is cooperating in an effort to further reduce lead in human consumption. To ensure lead reduction, the Safe Drinking Water Act passed by Congress in 1986 requires all water systems to notify customers about possible contamination in drinking water.

The U.S. EPA sets drinking water standards and has determined that lead is a health concern at certain levels of exposure. There is currently a standard of 0.05 parts per million (ppm) based on new health information. EPA is likely to lower this standard significantly.

Part of the purpose of this notice is to inform you of the potential adverse health effects of lead. This is being done even though your water may not be in violation of the current standard.

EPA and others are concerned about lead in drinking water. Too much lead in the human body can cause serious damage to the brain, kidneys, nervous system and red blood cells. The greatest risk, even with short-term exposure, is to young children and pregnant women.

Lead levels in your drinking water are likely to be highest:

If your home or water system has lead pipes, or if your home has copper pipes with lead solder, and if your home is less than five years old, or if you have soft or acidic water, or if water sits in the pipes for several hours.

Lead piping and lead solder are two of the most common sources of lead in domestic drinking water. Lead containing materials can often be spotted through home inspections; plumbers can also inspect your home for lead contaminating materials. You may wish to have your water tested to help determine if materials containing lead have been used in your home. Your water sample should be analyzed by a state certified laboratory. A list of certified laboratories is available upon request. It is recommended that all customers of public drinking water systems ensure that new plumbing and plumbing repairs are made with lead free materials.

Your drinking water MEETS the lead standard of 0.05 part per million (ppm) as required by the U.S. Environmental Protection Agency (EPA). Water systems may use the following methods to mitigate lead content in drinking water. We have listed the methods we use to mitigate lead problems.

- 1 Monitoring and testing of the corrosives level of our systems
- 2 Monitoring and testing levels of lead deliverance to the service connections in your home.

Based on an evaluation of our water system, we DO NOT recommend that you seek alternative water supplies. However, if it is determined that materials containing lead have been used in your water system or plumbing, only water from the cold water faucet should be used for drinking water, cooking or preparing baby formula. Water should be allowed to run until any stagnant water has been flushed from your plumbing, which may take from 30 seconds to several minutes. Use of this procedure assures that the water's lead content, if any, is at the lowest possible level.

If you have any additional questions, please contact Charles deMenzes, Manager at 622-4949

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

SEE CUSTOMER'S GUARANTY DEPOSIT RECEIPT (19.0)

CHARLES DE MENZER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.
 WATER TARIFF

COPY OF CUSTOMER'S BILL

BILLING PERIOD		TYPE	BEGINNING	ENDING	CURRENT MONTH	SAME MONTH LAST YEAR
FROM	TO	SERV	READING	READING	GALLONS USED	GALLONS USED
09/23/96	10/22/96	RS	1723530	1732170	8640	26060
WATER BASE FACILITY CHARGE:			8.82	+ USAGE CHG OF	1.25	PER 1000 GALS = 10.80
SEWER BASE FACILITY CHARGE:			0.00	+ USAGE CHG OF	0.00	PER 1000 GALS =
PRIOR BALANCE	71.96	PHTS/ADJ	-36.66	CUR CHGS	19.62	TOTAL DUE: 54.92

ACCOUNT NUMBER 853100
 SERV ADDR: 4430 SE 56TH LN

4430 SE 56TH LN
 OCALA, FL 34480

YOUR AVG USAGE OVER THE LAST 12 MONTHS = 22316
 AVG USAGE FOR YOUR TYPE SERV OVER THE LAST 12 MONTHS = 990

OFFICE HOURS 8AM - 4PM MON THRU FRI PHONE 622-4949 AFTER HOURS 843-7737 OR 821-1795

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

YOUR ACCOUNT WILL BE CONSIDERED DELINQUENT IF NOT PAID BY 11/21/96

AMOUNT DUE UPON RECEIPT -----> 54.92 PAID _____

ACCOUNT NUM: 853100 (please write account number on your check)

RESIDENTIAL WATER SYS, INC
 P.O. BOX 5220
 OCALA, FL 34478

CHARLES DE MENZER
 ISSUING OFFICER

PRESIDENT
 TITLE

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities.....		
Availability.....		
Construction of Oversized Facilities.....		
Customer Connection (Tap-in).....		
Customer Installation (Customer Maintained Lines).		
Cost Records and "As-Built" Plans.....		
Design by Independent Engineers.....		
Developer Agreements.....		
Easements and Rights-of-Way.....		
Extensions Outside Certificated Territory.....		
General Information.....		
Inspections.....		
Obligations of Developer.....		
Obligations of Utility.....		
Off-Site Facilities.....		
On-Site Facilities.....		
Refundable Advances.....		
Schedule of Fees and Charges.....		
System Design and Construction.....		
Table of Daily Flows.....		
Transfer of Contributed Property - Bills of Sale..		

Go to Sheet No. 17.0

CHARLES DE MENZES
ISSUING OFFICER
PRELIMINARY
TITLE

ORIGINAL SHEET NO. 23.0

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Schedule of Fees and Charges.....
Service Availability Policy.....

Sheet Number

Go to Sheet No. 17.0
24.0

CHARLES DE MENZER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY RESIDENTIAL WATER SYSTEMS, INC.
WATER TARIFF

SERVICE AVAILABILITY POLICY

APPLICABILITY - To all classifications of customers for the initial commencement of service at any given location.

<u>CUSTOMER CONNECTION (TAP-IN) CHARGE:</u>	\$500.00
<u>METER INSTALLATION FEE:</u>	\$ 70.00

TERMS OF PAYMENT - At the time service application is made, Prior to activating water service, or as mutually agreed upon by Customer and Company.

CHARLES DE MENZER
ISSUING OFFICER
PRESIDENT
TITLE

APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Pursuant to Section 367.071, Florida Statutes)

DEPOSIT TREAS. REC.

DATE

TO: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

NOV 01 1996

96
11 9 38

The undersigned hereby makes application for the transfer of the majority organizational control of RESIDENTIAL WATER SYSTEMS, INC. utility operating under Water Certificate No. 419-W and/or Wastewater Certificate No. _____ located in MARION County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

RESIDENTIAL WATER SYSTEMS, INC.
Name of utility
(352) 622-4949 (352) 732-4366
Phone No. Fax No.
1732 NE 25th AVE
Office street address
OCALA FL 34470
City State

0981
88-71/831
10-31 1996
\$ 1500
One Thousand Five Hundred Dollars
Charles Demenzes
P.O. Box 4230 904-622-4949
OCALA, FL 34478
Pay To The Order Of Florida Public Service Commission
1150 Southeast 17th Street
Ocala, Florida 34471
For APFD Fee
Black, D. Hays

DOCUMENT NUMBER-DATE
1704 NOV-1 96
FPSC-RECORDS/REPORTING

APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

DEPOSIT TREAS. REC.

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
DATE
NOV 01 1996
MAIL ROOM
96
NOV 01 1996
AM 9:38

The undersigned hereby makes application for the transfer of the majority organizational control of RESIDENTIAL WATER SYSTEMS, INC. utility operating under Water Certificate No. 419-W and/or Wastewater Certificate No. _____ located in MARION County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

RESIDENTIAL WATER SYSTEMS, INC.
Name of utility

(352) 622-4949 (352) 732-4366
Phone No. Fax No.

1732 NE 25th AVE
Office street address

OCALA FL 34470
City State Zip Code

PO BOX 5220 OCALA, FL 34478-5220
Mailing address if different from street address

Internet address if applicable

APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850



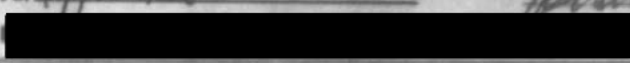
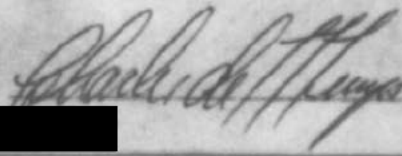
The undersigned hereby makes application for the transfer of the majority organizational control of RESIDENTIAL WATER SYSTEMS, INC. utility operating under Water Certificate No. 419-W and/or Wastewater Certificate No. _____ located in MARION County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

RESIDENTIAL WATER SYSTEMS, INC.
Name of utility
(352) 622-4949 (352) 732-4366
Phone No. Fax No.
1732 NE 25th AVE
Office street address

31170

	CHARLES DEMENZES P.O. BOX 4230 904-622-4949 OCALA, FL 34478	0981
		10-31 1996 03-11/031
Pay To The Order Of	<u>Florida Public Service Commission</u>	\$ <u>1500</u> ⁰⁰ / ₁₀₀
	<u>One thousand Five Hundred</u> ⁰⁰ / ₁₀₀	Dollars
	918-088 1120 Southeast 17th Street Ocala, Florida 34471	
For <u>Appl Fee</u>		

PSC/