



Southern Cross Engineering, Inc.

Engineering • Surveying • Planning

September 04, 1997

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

DEPOSIT

DATE

D 6 1 1

SEP 11 1997

Re: Grandfather Certificate Application News River Ranch, LC
Water and Wastewater Franchise

971185-WIS

To Whom It May Concern:

I have enclosed for your inspection and acceptance five(5) complete sets of information concerning the above-referenced utility. Mr. Travis Coker, a Regulatory Analyst in the Division of Water and Wastewater, reviewed this submittal on August 14, 1997 for completeness and content. The enclosed packages have been amended to reflect the comments and changes suggested by Mr. Coker.

In addition, I am submitting a check in the amount of \$1000.00 for the application fee. If you require additional information or clarification, please call (941)533-3303. Your attention to this matter is appreciated.

Sincerely,

Jami L. Salisbury,
Principal

William E. Munson,
Principal

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

AG

Doc. # 09215-97



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In addition, I am submitting a check in the amount of \$1000.00 for the application fee. If you require additional information or clarification, please call (941)533-3303. Your attention to this matter is appreciated.

Sincerely,

NEW RIVER RANCH, L.C.
DBA RIVER RANCH
P.O. BOX 30030
RIVER RANCH, FL 33867

AMERICAN BANK & TRUST
OF POLK COUNTY
P.O. BOX 3400 222 HWY. 60 E.
LAKE WALES, FL 33853
63-986/631

14785

00014785

PAY ONE THOUSAND AND XX / 100 Dollars

DATE AMOUNT

09/04/97 *****\$1,000.00

TO THE ORDER OF Public Service Commission

AUTHORIZED SIGNATURE

⑈ 0 1 4 7 8 5 ⑈

ORIGINAL
FILE COPY

971185-

**GRANDFATHER CERTIFICATION
APPLICATION
for
NEW RIVER RANCH, LC
dba River Ranch**

Prepared By

**Southern Cross Engineering, inc.
680 East main Street
Bartow, Florida 33830
(941) 533-303**

Doc. #09215-97

APPLICATION FOR GRANDFATHER CERTIFICATE

(Pursuant to Section 367.171, Florida Statutes)

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

The undersigned hereby makes application for original certificate(s) to operate a water x and/or wastewater x utility in Folk 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 applicant:

New River Ranch, LC d/b/a River Ranch

Name of utility

(941) 692-1321

Phone No.

()
Fax No.

3200 River Ranch Road, P.O. Box 30030

Office street address

River Ranch Florida 33867

City

State

Zip Code

Same

Mailing address if different from street address

Not applicable

Internet address if applicable

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

Bob Margolis, General Manager

Name

(941) 692-1321

Phone No.

3200 River Ranch Road

Street address

River Ranch Florida 33867

City

State

Zip Code

PSC/WAW 14 (Rev. 8/95)

DOCUMENT NUMBER-DATE

09215 SEP 11 6

FPSC-RECORDS/REPORTING

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

Corporation Partnership Sole Proprietorship
Other Limited Corporation
(Specify)

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

Bob Margolis - General Manager - Registered Agent

3200 River Ranch Road

River Ranch, Florida 33867

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

Not applicable

PART II SYSTEM INFORMATION

A) WATER

(1) Exhibit A - A statement describing the proposed type(s) of water service to be provided (i.e. potable, non-potable or both).

(2) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

Services available to single family homes, mobile homes, condominiums, recreational vehicles and commercial establishments.

(3) Exhibit B - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(4) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

The water treatment permit was originally issued by the State Health Board in 1967. The plant is inspected

(5) Indicate when the water utility system was established. 1971 by the Polk County Public Health Unit. No Permit # found.

(6) Exhibit C - Evidence that the utility owns the land where the water treatment facilities are located. Or, 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) **WASTEWATER**

(1) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

Services available to single family homes, mobile homes, condominiums, recreational vehicles and commercial establishments.

(2) Exhibit D - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(3) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

Florida Department of Environmental Protection

D053-223460 GMS 4053P00003 exp date-03/28/98

Permit to operate a 95,000 GPD Domestic WW Treatment Facility

- (4) Indicate when the wastewater utility system was established. 1971
- (5) Exhibit C - Evidence that the utility owns the land where the wastewater treatment facilities are located. Or, 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.

PART III RATES AND TARIFFS

- A) Exhibit E (1971) - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit F - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. **Sample tariffs are enclosed with the application package.**

PART IV TERRITORY DESCRIPTION AND MAPS

A) **TERRITORY DESCRIPTION**

Exhibit G - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility was serving or was authorized to serve on the day Chapter 367, Florida Statutes, became applicable. If the water and wastewater service territories are different, provide separate descriptions.

B) **TERRITORY MAPS**

Exhibit H - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory plotted 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 J - One copy of detailed map(s) showing existing lines and facilities and the territory proposed to be served. **Any requested territory not served at the time of application shall be specifically identified.** Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

PART V **FILING FEE**

Indicate the filing fee enclosed with the application:

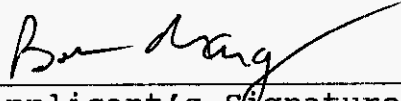
\$ _____ (for water) and/or \$ _____ (for wastewater).

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 has the capacity to serve up to 100 ERC's, the filing fee shall be **\$100.**
- (2) For applications in which the utility has the capacity to serve from 101 to 200 ERC's the filing fee shall be **\$200.**
- (3) For applications in which the utility has the capacity to serve from 201 ERC's to 500 ERC's the filing fee shall be **\$500.**
- (4) For applications in which the utility has the capacity to serve 501 to 2,000 ERC's the filing fee shall be **\$1,000.**
- (5) For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERC's the filing fee shall be **\$1,750.**
- (6) For applications in which the utility has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$2,250.**


PART VI AFFIDAVIT

I Bob Margolis, General Manager (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.

BY: 
Applicant's Signature
Bob Margolis
Applicant's Name (Typed)
General Manager, New River Ranch, LC
Applicant's Title *

Subscribed and sworn to before me this 4th
of Sept. 1997.




Notary Public
FRANCIS R. ZELENSKA

* 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.

APPLICATION FOR GRANDFATHER CERTIFICATE

(Pursuant to Section 367.171, Florida Statutes)

for

**NEW RIVER RANCH, LC
dba RIVER RANCH**

Statement Describing Service Types:

New River Ranch, LC provides both **potable** and **non-potable** water within its franchise area

**EXHIBIT A
GRANDFATHER APPLICATION
FOR
PUBLIC SERVICE COMMISSION**

**GRANDFATHER CERTIFICATION APPLICATION
(Pursuant to Section 367.171, Florida Statutes)**

for

**NEW RIVER RANCH, LC
dba River Ranch**

EXHIBIT B
Water Supply System Data
Schedule showing current number of customers by
Class and Meter Size
and Existing Permits for Operation



RIVER UTILITIES, INC.

NUMBER OF UNITS SERVICED WITH SEWER & WATER

RECREATIONAL VEHICLE SITES	486
MOTEL UNITS	192
SINGLE FAMILY DWELLINGS	<u>29</u>
TOTAL UNITS	707

**GRANDFATHER CERTIFICATION APPLICATION
(Pursuant to Section 367.171, Florida Statutes)**

for

NEW RIVER RANCH, LC

EXHIBIT C

Evidence that the utility owns the land on which all
facilities are located.

97 JAN 14 AM 9:31

005474

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT
IN AND FOR POLK COUNTY, FLORIDA
CIVIL DIVISION

NEW RIVER RANCH, L.C.,
a Florida limited
liability company,

Case No.: GC-G-96-1171
Section: 4

Plaintiff.

v.

RIVER RANCH, INC., a Florida
corporation; RIVER UTILITIES,
INC., a Florida corporation;
EDGAR W. MCCADLEY and E.A.
SMITH; OUTDOOR RESORTS RIVER
RANCH RV RESORT PROPERTY
OWNERS ASSOCIATION, INC., a
Florida corporation; STATE OF
FLORIDA, DEPARTMENT OF REVENUE;
STATE OF FLORIDA, DEPARTMENT OF
LABOR AND EMPLOYMENT SECURITY;
and DOUBLE R RESORTS, INC.,
a Florida corporation.

Defendants.

3782 0849
POLK OFFREC. PAGE

1997 JAN 14 11 32

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on January 2, 1997 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

DEPT 251 0.70
JSS H
CHECKS 0.70
S224A

The following property in Polk County, Florida:

.70 See attached Exhibits A and B.

was sold to NEW RIVER RANCH, L.C., a Florida limited liability company
P.O. Box 30195, River Ranch, Florida 33867
WITNESS my hand and the seal of the Court on this 14 day of

JANUARY, 1997.

E.D. "BUD" DIXON
CLERK OF THE CIRCUIT COURT

By: Louis L. Jackson
Deputy Clerk



Documentary Tax Pd. \$.70
Intangible Tax Pd. \$ _____
E.D. "Bud" Dixon, Clerk, Polk Co.
By: [Signature] Deputy Clerk

DOCKETED - LJ

cond
Am #10 WC
R -> Aid

CIRCUIT COURT CIVIL

**EXHIBIT C
GRANDFATHER APPLICATION
FOR
PUBLIC SERVICE COMMISSION**

EXHIBIT "A"
(Legal Description)

3782 0850
POLK OFFREC. PAGE

PARCEL I

All of RIVER RANCH SHORES, UNIT ONE (now vacated), as recorded in Plat Book 48, pages 26 thru 48, of the public records of Polk County, Florida, LESS AND EXCEPT, Tracts D, E, F, K, R, S, S-1, Lots 5 thru 69 of Block 55, all of Blocks 56, 57, 58, 59, 60, 61, 62, and 63, of said RIVER RANCH SHORES, UNIT ONE (now vacated), LESS Rights-of-Way maintained by Polk County specifically described as follows: River Ranch Boulevard from State Road 60 to its intersection with River Ranch Drive; all of Oakmont Drive from River Ranch Boulevard to Sunfish Drive, all of Dallas Circle, Phoenix Circle, Tucson Circle, Houston Circle, Columbia Circle, and Newport Circle, all of Riviera Drive, and all of Canterbury Drive, as shown on said Map of RIVER RANCH SHORES, UNIT ONE (now vacated), AND LESS that part of Lot 18, Block 15, of RIVER RANCH SHORES, UNIT ONE (now vacated), described in Official Records Book 1383, pages 1066 thru 1068, of said public records. Tract BK of RIVER RANCH SHORES, UNIT FOUR (now vacated), as recorded in Plat Book 50, pages 3 thru 27, of the public records of Polk County, Florida, together with drainage Easements set forth in Official Records Book 2296, pages 1438 and 1444, of said public records. Said Parcels of land are subject to Easements of record and of use for ingress and egress, underground pipelines, power lines, telephone and cable television facilities.

AND

All that PART of the East one-half (1/2) of the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 9, Township 31 South, Range 31 East, lying and being in Polk County, Florida.

PARCEL II

1. Tracts AJ, AL, AN, AO, AK, BH, BJ, BL, CD, CE, CF and CC according to the plat of River Ranch Shores Subdivision, Unit 4, in Plat Book 50, pages 15 through 27;
2. Tracts AL, AJ, AH, AP, AO, according to the plat of River Ranch Shores Subdivision, Unit 5, in Plat Book 51, pages 15, 16 and 17;
3. Tracts K, F, D, E, S-1, S, R, according to the plat of River Ranch Shores Subdivision, Unit 1, in Plat Book 48, pages 32, 33, 37, 44 and 46.

All among the Public Records of Polk County, Florida.

Page 1 of 10

**EXHIBIT C
GRANDFATHER APPLICATION
FOR
PUBLIC SERVICE COMMISSION**

3782 0851
POLK OFF REC. PAGE

4. The River Ranch Hotel and Recreational resort more particularly described as:

Begin 239.31 feet East and 659.87 feet North of the South quarter Section corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, parallel with and 50 feet distant from the East boundary of River Ranch Shores - Unit One (as recorded in Plat Book 48, pages 26 thru 48, of the Public Records of Polk County, Florida; 1594.51 feet; thence N 77° 18' 48" E, 1309.37 feet; thence S 21° 56' 23" E, 588.47 feet; thence S 34° 53' 15" E, 476.79 feet, to a point on the northerly boundary of River Ranch Shores - Unit Two (as recorded in Plat Book 49, pages 1 thru 21, of the Public Records of Polk County, Florida); thence run along the Northerly boundary of said River Ranch Shores - Unit Two the following courses and distances: S 37° 36' 12" E, 316.11 feet; thence N 49° 00' 00" E, 1049.16 feet; thence N 69° 21' 12" E, 217.83 feet; thence S 41° 00' 00" E, 484.24 feet; thence N 49° 00' 00" E, 132.01 feet to the West boundary of Section 24, Township 31 South, Range 31 East; thence continue N 49° 00' 00" E, 274.55 feet, to the West boundary of River Ranch Shores - Unit Five (as recorded in Plat Book 51, pages 8 thru 48, of the Public Records of Polk County, Florida); thence run along the Westerly boundary of said River Ranch Shores - Unit Five the following courses and distances; N 22° 52' 55" W, 541.88 feet, to the West boundary of said Section 24; thence continue N 22° 52' 55" W, 775, 78 feet; thence N 50° 00' 00" W, 1248.92 feet; thence N 26° 00' 00" E, 531.39 feet; thence N 60° 00' 00" W, 880 feet; thence Northwesterly on the arc of a curve to the right (radius 800 feet, central angle 35° 55' 30") 501.61 feet, to a point on the South boundary of River Ranch Shores - Units Four, (as recorded in Plat Book 50, pages 3 thru 27, of the Public Records of Polk County, Florida); thence run along the Southerly boundary of said River Ranch Shores - Unit Four the following courses and distances: S 24° 04' 30" E, 950 feet; thence S 65° 55' 30" W, 990 feet; thence S 24° 04' 30" E, 150 feet; thence S 65° 55' 30" W, 560 feet, to a point of curve; thence Northwesterly on the arc of a curve to the right (radius 1480.00 feet, central angle 68° 47' 34") 1776.98 feet to a point of tangent; thence N 45° 16' 56" W, 229.05 feet to a point on the East boundary of said River Ranch Shores - Unit One; thence S 37° 36' 12" E, along said East boundary, 4020.33 feet to the North boundary of said River Ranch Shores - Unit Two; thence N 52° 23' 48" E, along said boundary, 50 feet to the point of beginning. Said parcel of land contains 170.365 acres, more or less.

5. Sewage Treatment Plant more particularly described as follows:

Begin 239.31 feet East and 659.87 feet North of the South 1/4 corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a point; thence run N 77° 18' 48" E, 1309.37 feet; thence S 21° 56' 23" E, 588.47 feet; thence S 34° 53' 15" E, 476.79 feet to a Permanent Reference Monument; thence S 52° 23' 48" W, along the Northerly boundary of River Ranch Shores - Unit Two as recorded in Plat Book 49, page 6, of the Public Records of Polk County,

Printer's Name
Legibility of Writing, Type
or Printing Unsatisfactory
This Document When Received

**EXHIBIT C
GRANDFATHER APPLICATION
FOR
PUBLIC SERVICE COMMISSION**

Florida, 1006.00 feet to another Permanent Reference Monument and the point of beginning, containing 33.055 acres, more or less.

ALSO an Easement 10 feet wide for a force main with its centerline described as follows:

Commence at the South 1/4 Section corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run East 239.31 feet; North 659.87 feet; N 37° 36' 12" W, 1594.51 feet; N 77° 18' 48" E, 1148.60 feet to the point of beginning; From the point of beginning run N 16° 48' 32" W, 508.00 feet; thence N 61° 35' 28" E, 232.00 feet; thence N 28° 24' 32" W, 25.00 feet to the point of termination for said centerline.

ALSO an Easement 30 feet wide for a Water and Main Access Road Easement with its centerline described as follows:

Commence at the Northwesterly corner of the above described land and run N 77° 18' 48" E, along its Northern boundary, 710.16 feet to the point of beginning of said centerline; thence run N 21° 38' 45" E, 363 feet to the Water Tank Site and the point of termination for said centerline.

ALSO an Easement 20 feet wide for Drainage with its centerline described as follows:

Commence at the Northeasterly corner of the above described land and run S 21° 56' 23" E, along its Easterly boundary, 185 feet to the point of beginning of said centerline; thence run N 68° 03' 37" E, 50 feet to an existing Drainage Canal and the point of termination for this centerline.

- 6. Water Tank Site, Water Pumping Station, Road and Water Main Easement more particularly described as follows:

PARCEL 1 WATER TANK SITE

Commence at a Permanent Reference Monument which lies 239.31 feet East, and 659.87 feet North of the South 1/4 corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 331.72 feet to the point of beginning; From the point of beginning continue N 22° 55' 02" W, 190.00 feet; thence S 67° 04' 58" W, 253.00 feet; thence S 22° 55' 02" E, 163.00 feet; thence S 68° 59' 50" E, 216.96 feet; thence N 22° 04' 58" E, 110.00 feet; thence Northeasterly along the arc of a curve to the left (radius 64.65 feet, central angle 45° 00' 00") 50.78 feet to the point of beginning.

3182 0852
POLK OFFREC. PAGE



**EXHIBIT C
GRANDFATHER APPLICATION
FOR
PUBLIC SERVICE COMMISSION**

PARCEL 2 PUMPING STATION SITE

Commence at a Permanent Reference Monument which lies 239.31 feet East and 659.87 feet North of the South 1/4 corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 521.72 feet; thence run N 67° 04' 58" E, 190.00 feet to the point of beginning: From the point of beginning continue N 67° 04' 58" E, 80.00 feet; thence run N 22° 55' 02" W, 85.00 feet; thence S 67° 04' 58" W, 80.00 feet; thence S 22° 55' 02" E, 85.00 feet to the point of beginning.

3782 0853
POLK OFF REC. PAGE

ROAD EASEMENT

All lands lying with 25 feet right and left of the following described centerline: Commence at a Permanent Reference Monument which lies 239.31 feet East and 659.87 feet North of the South 1/4 corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida, and run N 37° 36' 12" W, along the Northeasterly proposed right of way line of River Ranch Boulevard, 1594.51 feet to a concrete monument; thence run N 77° 18' 48" E, 1215.10 feet; thence N 22° 55' 02" W, 496.72 feet to the point of beginning: From the point of beginning run N 67° 04' 58" E, 270.00 feet to the point of termination for said centerline on the Westerly boundary of an existing road.

WATER MAIN EASEMENT

* An Easement 15 feet wide for a Water Main with its centerline described as follows: Commence at the Northeasterly corner of the above described Parcel 1 and run S 67° 04' 58" W, along its Northerly boundary, 150.5 feet to the point of beginning; thence N 23° 13' 24" W, 218.23 feet; thence S 78° 01' 23" W, 172.10 feet; thence S 62° 42' 54" W, 161.33 feet; thence S 68° 56' 05" W, 254.07 feet; thence N 23° 48' 25" W, 683.03 feet to a point which lies 10 feet South of the Southerly boundary of River Ranch Drive and the point of termination for this centerline; thence an Easement 20 feet wide along the Southerly boundary of River Ranch Drive in a Northwesterly direction to its intersection with River Ranch Boulevard.

- 7. Island in Kissimmee River lying West of Canal C-38 and East of bed of Old Kissimmee River more particularly described as:

All those portions of Sections 14, 23 and 24, Township 31 South, Range 31 East, Polk County, Florida, lying West of Canal C-38 and East of the Old Kissimmee River containing 5.500 acres, more or less.



**EXHIBIT C
GRANDFATHER APPLICATION
FOR
PUBLIC SERVICE COMMISSION**

8. A parcel of land on State Road 60 at intersection with River Ranch Boulevard; more particularly described as follows and containing 3.67 acres, more or less, to wit:

All that part of Section 10, Township 31 South, Range 31 East, Polk County, Florida, more particularly described as follows: Commence at the Northwest corner of said Section 10 and run S 0° 22' 36" E, 43.79 feet to the South boundary of State Road 60; thence S 89° 41' 09" E, along said boundary, 150.31 feet to the point of beginning. From the point of beginning continue S 89° 41' 09" E, 374.30 feet; thence S 0° 22' 36" E, 400 feet; thence N 89° 41' 09" W, 400 feet to the East boundary of River Ranch Shores, Unit One, as recorded in Plat Book 48, pages 25 thru 48, of the Public Records of Polk County, Florida; thence N 0° 22' 36" W, along the East boundary of said subdivision 374.30 feet to a point of curve; thence Northeasterly on the arc of a curve to the right (radius 25 feet, central angle 90° 41' 27") 39.57 feet to the point of beginning.

3782 0854
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TRACT "B"

Commence at the Southeast corner of Section 15, Township 31 South, Range 31 East, Polk County, Florida, and run N 89°10'33" W, a distance of 210.76 feet. Thence N 24°04'30" W, a distance of 3,207.17 feet to the Point of Beginning. Thence S 24°04'30" E, a distance of 3,207.17 feet to a point in the South line of Section 15, thence S 24°04'30" E, a distance of 22.43 feet to a point, thence S 52°23'48" W, a distance of 437.12 feet to a point in the East right-of-way of River Ranch Boulevard; thence with the right-of-way of River Ranch Boulevard N 37°36'12" W, a distance of 372.93 feet to a point in the South line of Section 15; thence still with the East right-of-way line of River Ranch Boulevard N 37°36'12" W, a distance of 2,507.07 feet to the beginning of a curve from which the radius point bears N 52°23'48" E, a distance of 1,332.40 feet; thence Northwesterly, along the arc of said curve a distance of 261.67 feet; through a central angle of 11°15'09"; thence N 52°23'48" E, a distance of 1,167.00 feet to the Point of Beginning.

The above described parcel of land contains 58.69 acres.

TRACT "C"

Commence at the Southeast corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida; thence N 38°07'06" E, a distance of 400.76 feet to the Point of Beginning; thence N 23°00'00" W, a distance of 152.00 feet; thence N 07°00'00" W, a distance of 440.00 feet; thence N 23°00'00" W, a distance of 620.00; thence N 48°57'34" E, a distance of 406.17 feet; thence N 22°55'17" W, a distance of 1,317.30 feet; thence N 50°01'53" W, a distance of 1010.81 feet; thence N 39°59'04" E, a distance of 121.94 feet to the intersection with a safe upland line (elevation 51.2 contour line) as established by Bureau of Survey and Mapping, Florida Department of Natural Resources; thence along said safe upland line the following



**EXHIBIT C
GRANDFATHER APPLICATION
FOR
PUBLIC SERVICE COMMISSION**

eleven (11) courses: S 44°50'24" E, a distance of 152.55 feet; S 60°40'05" E, a distance of 149.88 feet; S 49°43'57" E, a distance of 704.38 feet; S 29°19'17" E, a distance of 98.83 feet; S 22°38'03" E, a distance of 1249.05 feet; S 35°01'27" E, a distance of 71.44 feet; S 20°14'34" E, a distance of 229.17 feet; S 25°04'44" E, a distance of 148.47 feet; S 22°39'18" E, a distance of 182.52 feet; S 20°02'55" E, a distance of 406.31 feet and S 00°02'05" W, a distance of 31.36 feet; thence S 02°00'00" W, a distance of 323.21 feet; thence S 67°00'00" W, a distance of 464.99 feet to the Point of Beginning.

Being and lying in Section 23, Township 31 South, Range 31 East, Polk County, Florida.

Containing 22.013 acres, more or less.

A PORTION OF TRACT "AN"

That part of Tract AN, RIVER RANCH SHORES UNIT 5, according to the plat thereof recorded in Plat Book 51, Page 16, of the Public Records of Polk County, Florida, said Tract AN being more particularly described as follows:

From the Northwest corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida; run S 74°35'27" E, a distance of 2,488.32 feet, thence N 65°54'30" E, a distance of 849.13 feet to an iron pipe marking the Point of Beginning, thence S 24°04'30" E, a distance of 60.00 feet to an iron pipe marking the beginning of a curve from which the radius point bears N 30°00'00" E, a distance of 800.00 feet; thence Southeasterly along the arc of said curve a distance of 501.61 feet through a central angle of 35°55'30", thence S 60°00'00" E, a distance of 880.00 feet to a concrete monument; thence N 67°00'00" E, a distance of 1,050.00 feet to the edge of Old Kissimmee River; thence with the edge of Old Kissimmee River N 56°59'21" W, a distance of 180.91 feet; thence S 67°00'00" W, a distance of 550.00 feet to the beginning of a curve from which the radius point bears N 23°00'00" W, a distance of 650.00 feet; thence Northwesterly along the arc of said curve a distance of 601.27 feet through a central angle of 53°00'00"; thence N 60°00'00" W, a distance of 481.13 feet to the beginning of a curve from which the radius point bears N 30°00'00" W, a distance of 650.00 feet; thence Northwesterly along the arc of said curve a distance of 407.56 feet through a central angle of 35°55'30"; thence N 24°04'30" W, a distance of 60.00 feet to a point on the South Florida Water Management property line; thence with said line S 65°54'30" W, a distance of 150.00 feet to the Point of Beginning,

to the full extent that the said Tract AN lies within the following described Parcel 2:

**EXHIBIT C
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PARCEL "2"

Commence at the Northwest corner of Section 23, Township 31 South, Range 31 East, Polk County, Florida; thence S 74°35'27" E, a distance of 2488.32 feet to the Point of Beginning; thence N 65°54'50" E, a distance of 371.63 feet; thence S 84°05'10" E, a distance of 830.12 feet to the P.C. of a curve concave to the South, having a radius of 541.21 feet; thence Southeasterly along the arc of said curve through a central angle of 02°57'38" a distance of 27.97 feet to a point on a curve whose radius point bears N 61°16'01" E, a distance of 650.00 feet; thence South easterly along the arc of said curve through a central angle of 01°16'01" a distance of 14.37 feet to the P.T. of said curve; thence S 60°00'00" E, a distance of 376.16 feet to a point on a curve whose radius point bears S 51°10'20" W, a distance of 541.21 feet; thence Southeasterly along the arc of said curve through a central angle of 12°44'30" a distance of 120.36 feet to the P.T. of said curve; thence S 26°05'10" E, a distance of 282.72 feet to the edge of a canal; thence S 67°44'54" W, a distance of 109.27 feet to the corner of a marina bulkhead; thence along said bulkhead the following five (5) courses: N 68°46'52" W, a distance of 29.66 feet; N 22°46'11" W, a distance of 182.23 feet; S 67°07'00" W, 197.68 feet; S 22°56'02" E, a distance of 470.27 feet and N 66°40'54" E, a distance of 150.56 feet; thence leaving said bulkhead S 23°41'49" E, a distance of 161.95 feet to the intersection with the Safe Upland Line (elevation 51.2 contour line) as established by Bureau of Survey and Mapping, Florida Department of Natural Resources; thence Northwesterly along said Safe Upland Line the following eight (8) courses: N 68°15'21" W, a distance of 220.20 feet; N 53°09'20" W, a distance of 592.40 feet; S 89°26'32" W, a distance of 116.33 feet; N 61°31'56" W, a distance of 270.51 feet; N 65°10'13" W, a distance of 257.77 feet; N 61°33'04" W, a distance of 223.23 feet; N 58°19'58" W, a distance of 48.69 feet and N 56°43'14" W, a distance of 217.52 feet; thence N 56°43'14" W, a distance of 46.10 feet to the Point of Beginning.

Being and lying in Section 23, Township 31 South, Range 31 East, Polk County, Florida.

Containing 17.21 acres, more or less.

TOGETHER WITH that certain Sovereign Lands Easement recorded May 7, 1991, in Official Records Book 2969, Page 0309, public records of Polk County, Florida.

TOGETHER WITH that certain Easement Agreement recorded May 7, 1991, in Official Records Book 2969; Page 0332, public records of Polk County, Florida.

LESS AND EXCEPT:

TRACT "A"

Commence at the Northwest corner of Section 23; Township 31 South, Range 31 East, Polk County, Florida; thence S 74°35'27" E, a distance of 2488.32 feet; thence N 65°54'50" E, a distance of 371.63 feet to a Point of Beginning; thence continue N 65°54'50" E, a distance of 1386.72 feet; thence N 24°01'00" W, a distance of 390.35 feet; thence N 65°56'05" E, a

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distance of 1108.37 feet; thence S 22°54'28" E, a distance of 2138.14 feet; thence S 66°56'45" W, a distance of 507.69 feet; thence N 23°05'11" W, a distance of 149.98 feet; thence S 66°55'51" W, a distance of 539.63 feet to the P.C. of a curve concave to the Southeast, having a radius of 470.13 feet; thence Southwesterly along the arc of said curve through a central angle of 26°56'47" a distance of 221.10 feet to the P.T. of said curve; thence S 39°58'58" W, a distance of 267.58 feet to the intersection with a Safe Upland Line (elevation 51.2 contour line) as established by Bureau of Surveying and Mapping, Department of Natural Resources; thence along said Safe Upland Line the following two (2) courses: N 51°45'54" W, a distance of 77.71 feet and N 68°15'21" W, a distance of 144.80 feet; thence leaving said Safe Upland Line, N 23°41'49" W, a distance of 161.95 feet to the intersection with a marina bulkhead; thence along said marina bulkhead the following five (5) courses: S 66°40'54" W, a distance of 150.56 feet; N 22°56'02" W, a distance of 470.27 feet; N 67°07'00" E, a distance of 197.68 feet; S 22°46'11" E, a distance of 182.23 feet and S 68°46'52" E, a distance of 29.66 feet; thence N 67°44'54" E, a distance of 109.27 feet; thence N 26°05'10" W, a distance of 282.72 feet to the P.C. of a curve concave to the Southwest, having a radius of 541.21 feet; thence Northwesterly along the arc of said curve through a central angle of 12°44'30" a distance of 120.36 feet; thence N 60°00'00" W, a distance of 376.16 feet to the P.C. of a curve concave to the Northeast, having a radius of 650.00 feet; thence Northwesterly along the arc of said curve through a central angle of 01°16'01" a distance of 14.37 feet to a point on a curve whose radius point bears S 08°52'28" W, a distance of 541.21 feet; thence Northwesterly along the arc of said curve through a central angle of 02°57'38" a distance of 27.97 feet to the P.T. of said curve; thence N 84°05'10" W, a distance of 830.12 feet to the Point of Beginning.

Being and lying in section 23, Township 31 South, Range 31 East, Polk County, Florida.

Containing 77.045 acres, more or less.

LESS AND EXCEPT:

NON-EXCLUSIVE EASEMENTS RESERVED IN EVENT OF VACATION OF PLATS OF RIVER RANCH SHORES

Shore Drive from the center of Harbor Drive west of River Ranch Boulevard as described in River Ranch Shores Subdivision, Unit One, Plat Book 48, page 26, et seq.

Waterway (Tract AN) from the center of Shore Drive to the Old Kissimmee River, River Ranch Shores Unit 5, Plat Book 51, page 16.

That portion of River Ranch Boulevard running southwardly from its intersection with River Ranch Drive to the southwesterly corner of River Ranch Resort as described in metes and bounds and designated as item no. 4 in Exhibit "A" hereof.

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PROPERTY OF WRITING SYSTEMS
PRINTING UNITS/FACTORY
1212 DOCUMENT WITH RECORDS

Tracts AE and AM together being the "S" shaped parcel running easterly from River Ranch Boulevard to a point, such point being at the intersection with the northerly projection of the east line of Tract AK, Plat Book 50, page 10.

That portion of land between Tract R and Tract S occupied by Oakmont Drive, River Ranch Shores Unit One, Plat Book 48, page 46.

All that part of Sunfish Drive lying to the South and adjacent to Tract D, Plat Book 40, page 46.

LESS AND EXCEPT that portion of land described as follows: Commence at the Northwest corner of Section 23, Township 31 S, Range 31 E, Polk County, Florida; thence continue S 50°42'35" E, a distance of 2,750.54 feet to the Point of Beginning; thence N 67°21'10" E, a distance of 195.00 feet; thence S 22°38'50" E, a distance of 230.00 feet; thence S 67°21'10" W, a distance of 195.00 feet; thence N 22°38'50" W, a distance of 230.00 feet to the Point of Beginning.

LESS AND EXCEPT all of LONGHAMMOCK RECREATIONAL VEHICLE SUBDIVISION according to map or plat thereof recorded in Plat Book 73, page 21, of the public records of Polk County, Florida; and LESS AND EXCEPT all of OUTDOOR RESORTS RIVER RANCH INN AND COTTAGES, a condominium, according to Declaration of Condominium recorded in Official Records Book 2527, Page 2147, public records of Polk County, Florida.

LESS AND EXCEPT all of OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE II, according to map or plat thereof as recorded in Plat Book 83, page 1, public records of Polk County, Florida.

LESS AND EXCEPT all of OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE III, according to map or plat thereof as recorded in Plat Book 85, page 39, public records of Polk County, Florida.

LESS AND EXCEPT all of OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE IV, RV LOTS, according to map or plat thereof recorded in Plat Book 89, Page 25, public records of Polk County, Florida.

LESS AND EXCEPT all of OUTDOOR RESORTS RIVER RANCH RV RESORT, PHASE V, according to map or plat thereof recorded in Plat Book 92, Pages 13 and 14, public records of Polk County, Florida.

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LESS AND EXCEPT, all of **OUTDOOR RESORTS RIVER RANCH INN AND COTTAGES**, a condominium, according to that certain Declaration of Condominium recorded in Official Records Book 2527, Page 2148, and as amended by First Amendment to Declaration recorded in Official Records Book 2744, Page 1395, Public Records of Polk County, Florida.

AND TOGETHER WITH AND INCLUDING:

The following lots located in Phase II, **OUTDOOR RESORTS RIVER RANCH RV RESORT**, a recreational vehicle community, as described in plat recorded in Plat Book 83, Page 1, Public Records of Polk County, Florida:

Lots 146, 148, 150, 151, 152, 153, 155, 179, 180, 181, 182, 183, 184, 187, 189, 191, 198, 199, 200, 201, 202, 205, 206, 209 and 218.

AND TOGETHER WITH AND INCLUDING:

The following Condominium units located in **OUTDOOR RESORTS RIVER RANCH INN AND COTTAGES, PHASE II**, a condominium, according to the Declaration of Condominium recorded in Official Records Book 2527, Page 2147, and as amended by First Amendment to Declaration of Condominium recorded in Official Records Book 2744, Page 1395, and as further amended by 2nd Amendment to Declaration of Condominium recorded in Official Records Book 2878, Page 1241, and as further amended by 3rd Amendment to Declaration as recorded in Official Records Book 2878, Page 1256, and as further amended by 4th Amendment to Declaration of Condominium, and as recorded in Condominium Plat Book 10, Page 39, of the Public Records of Polk County, Florida:

Condominium Units 464, 465, and 466.

AND TOGETHER WITH AND INCLUDING

The following lots located in **OUTDOOR RESORTS RIVER RANCH RV RESORT PHASE V**, according to map or plat thereof recorded in Plat Book 92, Pages 13 and 14, of the Public Records of Polk County, Florida:

440, 449, 567, 570, 576, 577, and 578.

Revised 12/4/96

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Leases. All of Debtor's right, title, and interest in and to all leases and subleases and all rights pursuant thereto which relate to the Land described on Exhibit "A" (the "Leases").

Improvements. All buildings, structures, and other improvements of any nature affixed in whole or in part upon the Land now or at any time during the term of the Mortgage, regardless of whether physically affixed or now or hereafter severed or capable of severance from the Land (the "Improvements").

Appurtenances. All easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, easements, encumbrances and appurtenances, in any way belonging, relating, or pertaining to the Land, now or at any time during the future, together with all covenants, covenants, rents, issues, and profits.

Tangible Property. All Debtor's right, title, and interest in and to all fixtures, machinery, equipment, tools, construction materials, equipment, and supplies, and tangible personal property, together with all replacements, repairs, and substitutions attached to the Land or the Improvements, or situated on or about the Land or the Improvements, now or at any time during the future, whether physically affixed, severed, or capable of severance from the Land or Improvements, or that is in any way related to any present or future business operation on or use of the Land or the Improvements, except the personal property of individual tenants (the "Tangible Property").

Other Intangibles. All Debtor's right, title, and interest in accounts, instruments, and general intangibles (as that term is defined in the Florida Uniform Commercial Code) related to the construction, use, management, operation, sale, or other disposition (voluntary or involuntary) of the Land, the Improvements, the Tangible Property, or the Leases, including, without limitation, all trademarks, tradenames, symbols, logos, and logo art, all permits, licenses, governmental approvals or consents, insurance policies, rights of action, and other choses in action (the "Intangible Property"). Secured Party will not be bound by any obligation of Debtor with respect to the Intangible Property unless, and only to the extent that, Secured Party elects to assume Debtor's liability in writing.

Proceeds. All proceeds of the conversion, (voluntary or involuntary), of any of the Land into cash or other liquidated claims, and all proceeds that are payable to Debtor for injury or loss to, or the taking, conversion, requisitioning or destruction of, any of the Land, including insurance and condemnation proceeds.

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**EXHIBIT C
GRANDFATHER APPLICATION
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PUBLIC SERVICE COMMISSION**

**GRANDFATHER CERTIFICATION APPLICATION
(Pursuant to Section 367.171, Florida Statutes)**

for

**NEW RIVER RANCH, LC
dba River Ranch**

EXHIBIT D

Wastewater System Data

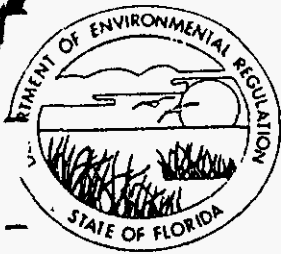
Schedule showing current number of customers by
Class and Service Size
and
Existing Permits for Operation



RIVER UTILITIES, INC.

NUMBER OF UNITS SERVICED WITH SEWER & WATER

RECREATIONAL VEHICLE SITES	486
MOTEL UNITS	192
SINGLE FAMILY DWELLINGS	<u>29</u>
TOTAL UNITS	707



Florida Department of Environmental Regulation

Central District • 3319 Maguire Boulevard, Suite 232 • Orlando, Florida 32803-3767

Lawton Chiles, Governor

~~Carol M. Beemer, Secretary~~
Virginia E. Wetherill, Secretary

Permittee:
Outdoor Resorts of America, Inc.
2400 Crestmoor Road
Nashville, TN 37215

I. D. Number: 4053P00003
Permit Number: DO53-223460
Expiration Date: 03/28/98
County: Polk
Project: River Ranch Shores, S.T.P.

Attention: Ronald Petty
Director of Operations

This permit is issued under the provisions of Chapter(s) 403, Florida Statutes, and Florida Administrative Code Rule(s) 17-4, 17-600, and 17-610 F.A.C. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

Operate: A 0.095 MGD design capacity extended aeration wastewater treatment facility. The disinfected effluent is discharged to ground water via a 3.5 ± acre percolation pond and no discharge to surface waters except as contained in Specific Condition #10.

Location: 24700 Highway 60 East, Lake Wales, Polk County, Florida.

Treatment Required: Secondary treatment and basic disinfection. The nitrate nitrogen (NO₃) concentration in the effluent discharged to the percolation pond shall not exceed 12.0 mg/L.

Operators Required: This is a Class C, Category III treatment facility. In accordance with Chapter 17-602, F.A.C. an operator of minimum certification Class C shall be on-site for one-half (1/2) hour per day for five (5) days per week and one (1) visit each weekend, as a minimum.

General Conditions are attached to be distributed to the permittee only.

Permittee:
Outdoor Resorts of America, Inc.

Attention: Ronald Petty
Director of Operations

I. D. Number: 4053P00003
Permit Number: DO53-223460
Date Of Issue:
Expiration Date: 03/28/98

1. The required sampling shall be as follows:

<u>Parameter</u>	<u>Recording or sampling Frequency</u>
Flow	daily, 5 days per week
Chlorine residual	daily, 5 days per week
pH	daily, 5 days per week
CBOD ₅ *	monthly
TSS*	monthly
Fecal coliform	monthly
Nitrate as N	monthly

* Influent and effluent

The sampling and analysis required above shall be in accordance with Chapter 17-601, F.A.C. and approved standard methods. Properly executed reports shall be submitted monthly to this office, by the 28th day of the following month.

After July 1, 1993, any laboratory test required by this permit shall be performed by a laboratory that has been certified by the HRS in accordance with Rule 10D-41.100 - .113, F.A.C., to perform that test. On-site tests for dissolved oxygen, pH, and total chlorine residual shall be performed by a laboratory certified to test for dissolved oxygen, pH, and total chlorine residual or under the direction of an operator certified in accordance with Chapter 17-602, F.A.C.

2. The effluent delivered to the land application system shall be adequately chlorinated at all times so as to maintain 0.5 mg/L total chlorine residual after a minimum contact period of 15 minutes (based upon peak hourly flow).
3. This facility which has a design capacity less than 100,000 GPD is exempt from groundwater monitoring as set forth in Rule 17-28.700, F.A.C.
4. Facilities discharging to groundwaters shall be operated and maintained at all times so as to prevent overflow or seepage of water to adjacent ground surfaces or runoff to surface waters.
5. The maintenance and operation log required pursuant to Rule 17-602.360(e), F.A.C., shall be stored on-site in a weather resistant structure.
6. The boundary of the zone of discharge shall be 100 feet from the site (wetted disposal area) boundary or to the installation's property boundary whichever is less. The zone of discharge shall be the volume underlying the surface within this boundary to the base of the unconfined aquifer.
7. Operational difficulties, including any collection/transmission system overflows, which may cause or result in non-compliance with the requirements of this permit, shall be reported within 24 hours to both the local pollution control program and to the Department.

Permittee:
Outdoor Resorts of America, Inc.

I. D. Number: 4053P00003
Permit Number: DO53-223460
Date Of Issue:
Expiration Date: 03/28/98

Attention: Ronald Petty
Director of Operations

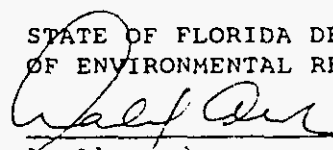
8. The permittee shall submit the prescribed application and supporting data for an operation permit no later than 60 days prior to expiration date of this permit.
9. Domestic residuals (sludge) disposal shall be in accordance with Rule 17-640, F.A.C. Residuals shall be analyzed annually and the results submitted with each Agricultural Use Plan (AUP) update. AUP's shall be resubmitted annually for approval, on appropriate Department forms, beginning one (1) year from the date of permit issuance.

The present AUP identifies aerobically digested residuals landspreading on 15 dedicated acres at Dobson Park Grove located north of Frost Proof, west of C.R. 33, and Mann Road, Polk County, Florida.

10. Any emergency discharge of water from the percolation pond will be considered a violation of this permit unless as a result of the storm event which produces rainfall in excess of 7.0 inches for any day or the cumulation of rainfall greater than 10 inches for any three consecutive days. To document the rainfall, it is required that rain gauge readings be taken at the same time each day. It should be noted that discharge is allowed only in amount equal to the volume of excess rainfall (i.e., rainfall in excess of 7.0 inches for any day or the accumulation of rainfall greater than 10 inches for any three (3) consecutive days) times the surface area of pond. Within 24 hours of both commencement and ending of discharge, the permittee must notify the event to the Department in writing. Within 10 days a report must be provided containing information on the time of discharge, volume discharged, a log of daily rain gauge reading, and wastewater characteristics for pH, CBOD₅, TSS, TN and TP.
11. Pond maintenance shall include periodically scraping the bottom to remove solids, emergent vegetation, and silt deposits. Vegetation along the berms shall be kept mowed for aesthetic purposes and to allow visual inspection of the berm slopes for erosion, seepage and deterioration.
12. When the three-month average daily flow for the most recent three consecutive months exceeds 75 percent of the permitted capacity (0.095 MGD), a complete construction permit application for facility expansion shall be submitted to the Department.

ISSUED 4-2-93

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL REGULATION


A. Alexander
District Director
3319 Maguire Boulevard
Suite 232
Orlando, Florida 32803-3767

**APPLICATION FOR
GRANDFATHER
CERTIFICATE**

**Pursuant
to
Section 367.171,
Florida Statutes**

Part III Rates and Tariffs

EXHIBIT E

**ORIGINAL TARIFF
AND
SUPPORT DOCUMENTATION
OF ACCEPTANCE
BY
THE POLK COUNTY
BOARD OF COUNTY
COMMISSIONERS**

TUESDAY, MARCH 17, 1970

Confidential

GRANT PETITION FOR VARIANCE
IMPERIAL SOUTHGATE SUBDIVISION UNIT #2

The Board considered a Petition for Variance of subdivision requirements and regulations in connection with the proposed recording of a Plat known as Imperial Southgate Subdivision Unit #2. Mr. Clyde Roberts, representing the petitioner, requested that the Board authorize recording of the Plat without requiring the dedication and paving of a cul-de-sac at the West terminus of Countess Place having a 50 foot radius and authorize in lieu thereof the paving of the entire 50 foot of said right of way at the end of said street. It was pointed out there are only 12 lots upon the street and that it was necessary to terminate the street at the property line in order to facilitate orderly extension of development of the property line to the West of the subdivision.

Whereupon it was moved by Commissioner Combee, seconded by Commissioner Thornhill and upon roll call carried unanimously, that the variance be granted, but that formal approval of the Plat be withheld until approval of the County Engineer on further compliance with all other subdivision regulations and policies.



APPROVE WATER AND SEWERAGE DISPOSAL FRANCHISE
RIVER RANCH WATER COMPANY

Upon motion of Commissioner Thornhill, seconded by Commissioner Sargeand and upon roll call carried unanimously, the Board approved the following Water and Sewerage Disposal Franchise for River Ranch Water Company.

(See Minutes of April 21, 1970 for amendment of Section 3 of this Franchise)

SECTION 3: The Utility shall be allowed to charge rates according to a schedule from time to time established by the Board, which such rates shall be fair and reasonable to both the Utility and the users having due regard to a fair return to the Utility upon its investment and in the light of the agreement for a guaranteed fair return between the Utility and the land developer heretofore entered into. The initial effective rates shall be set by the Board upon petition of the Utility at the time it is ready to commence the rendering of service.

SECTION 4: In the construction, maintenance and repair and operation of its water and sewerage disposal plant, and in the use of the streets, roads, avenues, alleys and public grounds in the area hereinabove described, Utility shall at all times be subject to and comply with all ordinances, rules and regulations of this Board now or hereafter in force covering the use of streets, roads, avenues, alleys and public grounds by water and sewer companies and limiting construction, maintenance and operation of such plant, or plants, within said area; and all plans, specifications, material and apparatus to be used in the construction and operation of such system, or systems, shall be subject to the approval of this County.

SECTION 5: Utility shall not at any time transfer its rights in any of its property or effects to any other water or sewer company now or hereafter operating within the areas hereinbefore described, or make any consolidation with any such company without the consent of the majority of this Board, to be expressed by resolution and passed by the majority of all the members of the Board authorizing such transfer, sale or consolidation.

SECTION 6: Utility shall at all times protect and save harmless the County of Polk and State of Florida from all damage and loss from, or arising out of or by reason of, the construction

or operation of said water and sewerage disposal plant and system.

SECTION 7: The Utility shall at all times comply with all lawful regulations and requirements of the Polk County Health Department, the State Department of Health and the Florida Air and Water Pollution Control Commission or their successors as such regulatory authorities hereafter established by the Florida Legislature.

SECTION 8: The right is reserved to the Board hereafter to levy and collect franchise, utility, or use taxes and inspection or other fees and costs when such taxes, fees or costs are authorized by law.

SECTION 9: Utility shall file its written acceptance of the provisions of this franchise with the Clerk of the Circuit Court of Polk County, Florida, as ex-officio Clerk of the Board, on or before the expiration of thirty (30) days from passage of this franchise, and certify in such acceptance that it will comply with all ordinances, rules and regulations of this Board in the operation of the water plant and system; and will protect and save harmless said County of Polk from all damage and loss from or arising out of or by reason of the construction or operation of said water and sewerage disposal plant. Failure on the part of the Utility to file its acceptance hereof with the Clerk of this Board, as herein provided, or to comply with any of the provisions of this franchise, shall render this franchise null and void.

SECTION 10: This franchise shall take effect and be in force from and after its passage by this Board and its written acceptance by Utility and upon such acceptance being filed with the Clerk of this Board, same shall constitute and be a contract between this Board and the grantee.

DATED this 17th day of March, 1970.

ATTEST:

Clerk of the Board

By 14. E. J. Smith, Jr.
Secretary

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By 151 G. J. B. ...
Chairman

POLK COUNTY, FLORIDA

RIVER RANCH SHORES

All of Sections 10, 15, 22, 23, and E½ of Section 26, that part of Sections 11, 14, 24, 25, 36, lying west of proposed Kissimmee Canal 38, all being in T31S, R31E.

That part of Section 31, T31S, R32E lying west of proposed Kissimmee Canal 38.

The E½ of Section 1, T32S, R31E.

That part of Section 6, T32S, R32E lying west of proposed Kissimmee Canal 38.

All of Section 7, T32S, R32E, lying west of proposed Kissimmee Canal 38, less the SW¼.

That part of Section 8, T32S, R32E lying west of proposed Kissimmee Canal 38.

The NE¼ of Section 18, T32S, R32E.

That part of Sections 17, 20, 28, 29, 33, lying west of proposed Kissimmee Canal 38, and all of Sections 30, 31, 32, all being in T32S, R32E.

EXHIBIT "A"

A RESOLUTION GRANTING TO RIVER RANCH WATER COMPANY, INC. A FLORIDA CORPORATION, A FRANCHISE FOR A PERIOD OF 20 YEARS FROM THE DATE OF ACCEPTANCE HEREOF TO ESTABLISH, CONSTRUCT, OPERATE AND MAINTAIN A WATER PLANT AND SEWERAGE DISPOSAL PLANT AND RELATED DISTRIBUTION FACILITIES WITHIN CERTAIN AREAS IN POLK COUNTY, FLORIDA, BEYOND THE MUNICIPAL LIMITS OF ANY INCORPORATED CITY OR TOWN IN SAID COUNTY, AND BEYOND AREAS IN POLK COUNTY BEING SERVICED BY ANY MUNICIPALLY OWNED AND OPERATED WATER PLANT OR SEWERAGE DISPOSAL PLANT OR SERVICED UNDER A FRANCHISE GRANTED BY ANY SUCH MUNICIPALITY, AND FIXING RATES TO BE CHARGED BY SAID GRANTEE UNTIL FURTHER ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.

BE IT ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA:

SECTION 1: There is hereby granted to River Ranch Water Company, Inc. a Florida Corporation, (hereinafter referred to as "Utility"), having its principal office in the State of Florida for a period of 20 years from the date of the acceptance of this Resolution, as hereinafter provided, the right and authority to establish, own, control, operate and maintain a public water plant and system, and a sewerage disposal plant and system within the boundaries of the property described in Exhibit "A", attached hereto and by reference made a part hereof, lying and being in Polk County, Florida, which said lands are not lying or being within the municipal limits of any incorporated city or town in Polk County, Florida, and not now being serviced by a municipally owned or operated water plant or sewerage disposal plant, and not now being serviced by individuals, firms or corporations under a franchise granted by any such municipality in said County of Polk and State of Florida; and to construct, maintain and repair water and sewer lines, conduits, with the necessary manholes, hydrants and service pipes for the purpose of conducting and distributing water in such areas and to make house and building

5-1-90

connections upon, along, and in and under the roads, streets, alleys and public places in said areas, subject to approval of said Board, and also to repair, replace, enlarge and extend the same, and to carry on the business of furnishing water and sewerage disposal service in said areas for a consideration, subject to the Ordinance, rules and regulations of the Board of County Commissioners of Polk County, Florida, and subject to the conditions and provisions of this Ordinance.

SECTION 2: All of the water lines of the water system and sewer lines of the sewer system within the area above described, which shall be located on right of way of public ways or grounds, shall be placed underground on all such public roads, streets, alleyway rights of way and public grounds, in said areas by the grantee, as authorized by said Board, and any repair of said road or way shall promptly be accomplished by Utility at its sole expense and according to specifications as determined by the County Engineer.

For the purpose of carrying into effect the privilege granted by Section 1 hereof, the grantee is hereby authorized to make all necessary excavations in such roads, streets, alleyways and public grounds situate in the areas above described, but they shall be done within reasonable dispatch and with the least practical interference with or inconvenience to the rights of the public and individuals. Said grantee shall restore all roads, streets, alleys, sidewalk and public grounds when excavated by it, to a condition as good as it was at the time of such excavation or damage. In case any obstruction caused by said grantee shall remain for an unreasonable length of time after notice to remove it, or in case of neglect by said grantee to protect any dangerous place by proper guards, the Board may remove or protect them at the expense of the said grantee.

SECTION 3: The Utility shall be allowed to charge rates according to a schedule from time to time established by the Board, which such rates shall be fair and reasonable to both the Utility and the users having due regard to a fair return to the Utility upon its investment and in the light of the agreement for a guaranteed fair return between the Utility and the land developer heretofore entered into. The initial effective rates shall be set by the Board upon petition of the Utility at the time it is ready to commence the rendering of service.

SECTION 4: In the construction, maintenance and repair and operation of its water and sewerage disposal plant, and in the use of the streets, roads, avenues, alleys and public grounds in the area hereinabove described, Utility shall at all times be subject to and comply with all ordinances, rules and regulations of this Board now or hereafter in force covering the use of streets, roads, avenues, alleys and public grounds by water and sewer companies and limiting construction, maintenance and operation of such plant, or plants, within said area; and all plans, specifications, material and apparatus to be used in the construction and operation of such system, or systems, shall be subject to the approval of this County.

SECTION 5: Utility shall not at any time transfer its rights in any of its property or effects to any other water or sewer company now or hereafter operating within the areas hereinbefore described, or make any consolidation with any such company without the consent of the majority of this Board, to be expressed by resolution and passed by the majority of all the members of the Board authorizing such transfer, sale or consolidation.

SECTION 6: Utility shall at all times protect and save harmless the County of Polk and State of Florida from all damage and loss from, or arising out of or by reason of, the construction

or operation of said water and sewerage disposal plant and system.

SECTION 7: The Utility shall at all times comply with all lawful regulations and requirements of the Polk County Health Department, the State Department of Health and the Florida Air and Water Pollution Control Commission or their successors as such regulatory authorities hereafter established by the Florida Legislature.

SECTION 8: The right is reserved to the Board hereafter to levy and collect franchise, utility, or use taxes and inspection or other fees and costs when such taxes, fees or costs are authorized by law.

SECTION 9: Utility shall file its written acceptance of the provisions of this franchise with the Clerk of the Circuit Court of Polk County, Florida, as ex-officio Clerk of the Board, on or before the expiration of thirty (30) days from passage of this franchise, and certify in such acceptance that it will comply with all ordinances, rules and regulations of this Board in the operation of the water plant and system, and will protect and save harmless said County of Polk from all damage and loss from or arising out of or by reason of the construction or operation of said water and sewerage disposal plant. Failure on the part of the Utility to file its acceptance hereof with the Clerk of this Board, as herein provided, or to comply with any of the provisions of this franchise, shall render this franchise null and void.

SECTION 10: This franchise shall take effect and be in force from and after its passage by this Board and its written acceptance by Utility and upon such acceptance being filed with the Clerk of this Board, same shall constitute and be a contract between this Board and the grantee.

DATED this 12th day of March, 1970.

ATTEST:

Clerk of the Board

By Frank B. Smith, Jr.
Secretary

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

By Jack Simmons
Chairman

POLK COUNTY, FLORIDA

RIVER RANCH SHORES

All of Sections 10, 15, 22, 23, and E $\frac{1}{2}$ of Section 26, that part of Sections 11, 14, 24, 25, 36, lying west of proposed Kissimmee Canal 38, all being in T31S, R31E.

That part of Section 31, T31S, R32E lying west of proposed Kissimmee Canal 38.

The E $\frac{1}{2}$ of Section 1, T32S, R31E.

That part of Section 6, T32S, R32E lying west of proposed Kissimmee Canal 38.

All of Section 7, T32S, R32E, lying west of proposed Kissimmee Canal 38, less the SW $\frac{1}{4}$.

That part of Section 8, T32S, R32E lying west of proposed Kissimmee Canal 38.

The NE $\frac{1}{4}$ of Section 18, T32S, R32E.

That part of Sections 17, 20, 28, 29, 33, lying west of proposed Kissimmee Canal 38, and all of Sections 30, 31, 32, all being in T32S, R32E.

EXHIBIT "A"

CERTIFICATE OF

ADDITION

By

PETITION FOR TRANSFER
OF WATER AND SEWER FRANCHISE

TO: THE BOARD OF COUNTY COMMISSIONERS OF
POLK COUNTY, FLORIDA

The undersigned Petitioner, RIVER UTILITIES, INC., a Florida corporation, whose address is 24700 Highway 60 East, Lake Wales, Florida, 33853 ("Petitioner") hereby petitions the Board of County Commissioners of Polk County, Florida ("Board") to transfer the water and sewer franchise now held by All-American River Ranch Water and Sewer Company, Inc., to Petitioner.

On March 17, 1970, the Board granted a franchise to River Ranch Water Company, Inc., for a period of twenty years to establish, own, control, operate and maintain a public water plant and system, and a sewerage disposal plant and system.

On March 20, 1979, the Board authorized the transfer of the franchise to All-American River Ranch Water and Sewer Company, Inc.

River Ranch, Inc., through mortgage foreclosure and as grantee of a mortgage foreclosure Certificate of Title recorded in Official Records Book 1987, page 936, public records of Polk County, Florida, acquired ownership of the existing water and sewer equipment and the franchise, and subsequently transferred that ownership to River Utilities, Inc.

Petitioner agrees that it will comply with all ordinances, rules and regulations of the Board of County Commissioners now in effect and hereafter adopted in the operation of the water and sewerage plant and system for which the franchise is granted.

DATED this 21 day of December, 1981.

RIVER UTILITIES, INC.

By: *P. A. Smith*
As its *President*

ATTEST:

By: *John W. King*
As its *Secretary*

RECEIVED

JAN 4 1982

POLK COUNTY

CERTIFICATE OF ACCEPTANCE

RIVER UTILITIES, INC., a Florida corporation, hereby accepts the provisions of that resolution dated March 17, 1970, enacted by the Board of County Commissioners of Polk County, Florida, granting a water and sewer franchise to River Ranch Water Company, Inc., together with all covenants and conditions set forth therein, and agrees that it will comply with all ordinances, rules and regulations of the Board of County Commissioners now in effect and hereafter adopted in the operation of the water and sewerage plant and system for which the franchise is granted.

IN WITNESS WHEREOF, River Utilities, Inc., has caused the execution of this instrument by its duly authorized undersigned corporate officers, this 21 day of Dec., 1981.

RIVER UTILITIES, INC.

(Corporate Seal)

By: CH [Signature]
As its [Signature]

ATTEST:

By: [Signature]
As its [Signature]

RECEIVED

JAN 4 1982

POLK COUNTY
UTILITIES DIVISION

RESOLUTION TRANSFERRING WATER AND SEWER FRANCHISE

WHEREAS, the Board of County Commissioners of Polk County, Florida, on March 17, 1970, granted a water and sewer franchise to River Ranch Water Company, and

WHEREAS, the Board on March 20, 1979, authorized the transfer of the franchise to All-American River Ranch Water and Sewer Company, Inc., and


WHEREAS, River Ranch, Inc., in December, 1980, acquired ownership of the franchise, together with all water and sewer facilities to which the franchise pertains, from All-American River Ranch Water and Sewer Company, Inc., through mortgage foreclosure, and transferred that ownership to River Utilities, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Polk County, Florida, sitting as the Polk County Utilities Commission, in regular session duly assembled, that River Utilities, Inc., is hereby authorized to assume and utilize the water and sewer franchise issued to River Ranch Water Company, Inc. on March 17, 1970.

DATED this 29th day of June, 1982.

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA sitting as
the Polk County Utilities
Commission

By


Chairman

ATTEST:

E. D. "BUD" DIXON
Clerk

By


Deputy Clerk

CERTIFICATE OF ACCEPTANCE

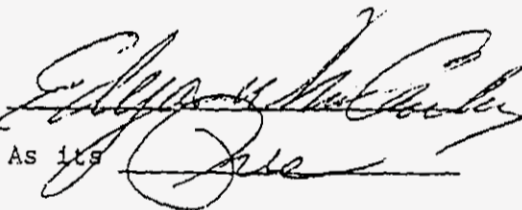
RIVER UTILITIES, INC., a Florida corporation, hereby accepts the provisions of that resolution dated March 17, 1970, enacted by the Board of County Commissioners of Polk County, Florida, granting a water and sewer franchise to River Ranch Water Company, Inc., together with all covenants and conditions set forth therein, and agrees that it will comply with all ordinances, rules and regulations of the Board of County Commissioners now in effect and hereafter adopted in the operation of the water and sewerage plant and system for which the franchise is granted.

IN WITNESS WHEREOF, River Utilities, Inc., has caused the execution of this instrument by its duly authorized undersigned corporate officers, this 17th day of July, 1982.

RIVER UTILITIES, INC.

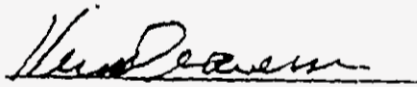
(Corporate Seal)

By:


As its Sec.

ATTEST:

By:


As its Sec.

RIVER UTILITIES, INC.

*file
The...*

Original Sheet No. 1.0

River Ranch

WATER TARIFF

OF

GAC UTILITIES INC OF FLORIDA

*THIS IS
FRANCHISE*

Filed With

BOARD OF COUNTY COMMISSIONERS

POLK COUNTY, FLORIDA

*21
2-22*

George E. Buscher

Vice President

WATER TARIFF

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RATE SCHEDULE	21.0 - 24.0
INDEX OF STANDARD FORMS	25.0
STANDARD FORMS	26.0 - 27.0
CONTRACTS AND AGREEMENTS	None as of date of original issue

George E. Buscher

Vice President

TERRITORY SERVED

WATER SERVICE AREA DESCRIPTION
RIVER RANCH SHORES
POLK COUNTY, FLORIDA

All of Sections 10, 15, 22, 23 and E $\frac{1}{2}$ of Section 26, that part of Sections 11, 14, 24, 25, 36, lying west of proposed Kissimmee Canal 38, all being in T31S, R31E.

That part of Section 31, T31S, R32E lying west of proposed Kissimmee Canal 38.

The E $\frac{1}{2}$ of Section 1, T32S, R31E.

That part of Section 6, T32S, R32E lying west of proposed Kissimmee Canal 38.

All of Section 7, T32S, R32E, lying west of proposed Kissimmee Canal 38, less the SW $\frac{1}{4}$.

(Continued to Sheet No. 4.0)

That part of Section 8, T32S, R32E lying west
of proposed Kissimmee Canal 36.

The NE $\frac{1}{4}$ of Section 18, T32S, R32E.

That part of Sections 17, 20, 28, 29, 33, lying
west of proposed Kissimmee Canal 38, and all of
Sections 30, 31, 32, all being in T32S, R32E.

MISCELLANEOUS

Reserved for Future Use

George E. Buscher

Vice President

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "Company" - GAC Utilities Inc of Florida
- 2.0 "Consumer" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 3.0 "Service" - Service, as mentioned in this Tariff Book and in agreement with Consumers, shall be construed to include, in addition to all water service required by the Consumer, the readiness and ability on the part of the Company to furnish water service to the Consumer. Thus, the maintenance by the Company of pressure at the point of delivery upon request shall constitute the rendering of water service, irrespective of whether Consumer makes any use thereof.
- 4.0 "Consumer's Installation" - All pipes, shut offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing water for any purpose, ordinarily located on the Consumer's side of "Point of Delivery", whether such installation is owned outright by Consumer, or used by Consumer under lease or otherwise.
- 5.0 "Point of Delivery" - The point where the Company's pipes or meters are connected with pipes of the Consumer, that is, at the outlet end of meter, which is at the main line connection in easements or at the property line.
- 6.0 "Main" - Shall refer to a pipe, conduit, or other facility installed to convey water service to individual service lines or to other Mains.
- 7.0 "Service Lines" - The pipes of the Company which are connected from the Mains to Point of Delivery.
- 8.0 "Rate Schedule" - Refers to rate or charge for the particular classification of service.
- 9.0 "Commission" - Refers to the Board of County Commissioners of Polk County, Florida.
- 10.0 "Unit" - A single family dwelling, house or apartment within a building, or a single place of business within a store or building, as may be subdivided by partitioning walls.

INDEX OF RULES AND REGULATIONS

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George E. Buscher

Vice President

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George E. Buscher

Vice President

RULES AND REGULATIONS

- 1.0 General Information - The Company's Rules and Regulations, insofar as they are inconsistent with any statute, ordinance, law or legislation, now in effect, shall be null and void. These Rules and Regulations are a part of the rate schedules, applications and contracts of the Company, and in the absence of specific written agreement to the contrary, they apply without modifications or change to each and every Consumer to whom the Company renders water service.

In the event that a portion of these Rules and Regulations is 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 water service unless such court order or decision shall so direct.

- 2.0 Water Service - To obtain water service, application should be made at the office of the Company. Applications are accepted by the Company with the understanding that there is no obligation on the part of the Company to render water service other than that which is then available from its existing water production and distribution equipment and service lines.

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

- 3.0 Signed Application Necessary - Water service is furnished only upon signed application or agreement accepted by the Company and the conditions of such application or agreement are binding upon the Consumer as well as upon the Company. A copy of each application or agreement for water service accepted by the Company will be furnished to the applicant on request.

George E. Buscher

Vice President

- 4.0 Applications by Agents - Applications for water service requested by firms partnerships, associations, corporations and others, shall be tendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between agent and the Company and under which such water service is rendered.
- 5.0 Withholding Service - The Company may withhold or discontinue water service rendered under application made by any member or agent of a family, household, organization or business unless all prior indebtedness to the Company of such family, household, organization or business for water service has been settled in full.
- 6.0 Extensions - Water and sewage mains will be extended as needed where permanent structures have been completed under the following conditions:
- (a) When water and sewage facilities are installed, each home site with a service available shall be assessed an amount of \$650 based on construction cost during the later half of 1970 (subject to escalation based on construction cost at the time such facilities are actually installed); this assessment is non-refundable by the utility. The installation of water and sewage facilities within 150 feet of any home site shall constitute service availability and the assessment of \$650 shall apply. When actual service is requested, Company will provide service laterals to the property line on home site at no additional charge.
- (b) In the event GAC Properties, Inc. or its successors or assigns has precollected all or any portion of the main extension fees prior to actual installation of utilities facilities pursuant to contract with the

(Continued to Sheet No. 10.1)

George E. Buscher

Vice President

home site buyer, then upon proof of payments, home site buyer will be given credit for said payments against amounts due under (a) above.

- (c) Main extensions to commercial, industrial, institutional and multiple family dwellings will be made on the basis of economic feasibility of connection of each such perspective customer requesting service. The annual revenues for each such service shall be sufficient to cover Company's expenses, depreciation, taxes including federal income taxes and provide a fair and reasonable return on Company's investment; otherwise, Company will require contributions, cash advances or minimum guarantees sufficient to enable Company to earn a fair return on its net investment.
- (d) Whenever any structure is completed where Company's facilities are available as defined in (a) above, and the connection of water and sewage facilities of said structure with those of Company are required, then service charges will apply at the time connection is made. In the event of refusal to connect on part of owner of any structure, then within 30 days after notice in writing by Company to connect, minimum monthly charges for each service available will be assessed.
- (e) In the event water service only or sewer service only is made available, the assessment in (a) above is prorated according to the ratio of the installation cost to make that single service available to the installation cost of combined water and sewer service at the time of installation.
- (f) Whenever water or sewer service is made available to a home site, a maintenance fee to be included in Company's revenue may apply from such time until a structure is erected and connected to water

(Continued to Sheet No. 10.2)

George E. Buscher

Vice President

and sewage facilities of Company. Upon such connection and assumption of payment of water and sewage service charges, said maintenance fee will be discontinued. Such maintenance fee if assessed shall be determined on the basis of the annual fixed charges of Company for items such as but not limited to repairs, maintenance expenses, taxes and depreciation, which may be estimated if not known, and which will be filed with the applicable regulatory authority each year. Where allocations are required, they are to be made on a rational and reasonable basis.

- 7.0 Limitation of Use - Water service purchased from the Company shall be used by the Consumer only for the purposes specified in the application for water service and the Consumer shall not sell or otherwise dispose of such water service supplied by the Company. Water service furnished to the Consumer shall be rendered directly to the Consumer through Company's individual meter and shall be for Consumer's own use and may not

(Continued to Sheet No. 11.0)

George E. Buscher

Vice President

be remetered by the Consumer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the Consumer or Consumer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service. In no case shall a Consumer, 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 for adjacent property through one meter, even though such adjacent property be owned by him. In case of such unauthorized extension, remetering, sale or disposition of service, Consumer's water service is subject to discontinuance until such unauthorized extension, remetering, sale or disposition is discontinued and full payment is made of bills for water service, calculated on proper classification and rate schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing and inspections.

- 8.0 Continuity of Service - 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 Consumer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for 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.
- 9.0 Type and Maintenance - The Consumer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with the standard practice, conforming with the Rules and Regulations of the Company, and in full compliance with all laws and governmental regulations applicable to same. The Consumer agrees further to keep all pipes, valves, plumbing and fixtures in repair and to promptly stop all leaks on his premises, and the Company shall not be responsible for their maintenance.

(Continued to Sheet No. 12.0)

George E. Buscher

Vice President

Consumer 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; and the Company reserves the right to discontinue or withhold water service to such apparatus or device.

10.0 Change of Consumer's Installation - No changes or increases in Consumer'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 Consumer will be liable for any change resulting from a violation of this rule.

11.0 Inspection of Consumer's Installation - All Consumer's water service installations or changes shall be inspected upon completion by competent authority to insure that Consumer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required by local rules or 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.

The Company reserves the right to inspect Consumer'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 Consumer shall properly protect the Company's property on the Consumer's premises, and shall 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 Consumer, the cost of making good such loss or repairing such damage shall be paid by the Consumer.

George E. Buscher

Vice President

- 13.0 Access to Premises - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Consumer for the purpose of installing, maintaining and inspecting or removing Company's property, reading meters, and other purposes incident to performance under or termination of the Company's agreement with the Consumer, and in such performance shall not be liable for trespass.
- 14.0 Right of Way or Easements - The Consumer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits and privileges which in its opinion are necessary for the rendering of water service.
- 15.0 Billing Periods - Bills for water service will be rendered monthly. Bills are due when rendered and shall be considered as received by Consumer when delivered or mailed to water service address or some other place mutually agreed upon.
- Nonreceipt of bills by Consumer shall not release or diminish obligation of Consumer with respect to payment thereof.
- 16.0 Delinquent Bills - Bills are due when rendered, and if not paid within fifteen (15) days thereafter become delinquent, and water service may then, after five (5) days written notice, be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnect charge of \$ 5.00, when performed during regular working hours. After regular working hours the reconnection charge will be \$ 10.00. There shall be no liability of any kind against the Company by reason of discontinuance of water service to the Consumer for failure of the Consumer to pay the bills on time.

No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company, or by order of the Commission.

George E. Buscher

Vice President

- 17.0 Reimbursement for Expenses - The Consumer shall reimburse the Company for all extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of the Consumer's violation of the contract for service or of the Company's rules and regulations. When performed during regular working hours the charge for this service shall not exceed Five Dollars (\$5.00); if, at customer's request, the service is performed at other than regular working hours, a charge up to but not more than Ten Dollars (\$10.00) may be made.
- 18.0 Payment of Water and Sewer Service Bills Concurrently - When both water and sewer service are provided by the Company payment of any water service bill rendered by the Company to a water service Consumer shall not be accepted by the Company without the simultaneous or concurrent payment of any sewer service bill rendered by the Company. If the charges for water service are not so paid, the Company may discontinue both sewer service and water service to the Consumer's premises for nonpayment of the water service charges or if the charges for sewer service are not so paid the Company may discontinue both water service and sewer service to the Consumer's premises for nonpayment of the sewer service charge. The Company shall not re-establish or reconnect sewer service and water service or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these rules and regulations are paid.
- 19.0 Vacation Service - Consumers wishing to temporarily discontinue service may pay a \$6.00 stand-by-fee for each service rendered, at which time service will be discontinued for a period of up to six (6) consecutive months. There is no further charge for service during the six-month period. At the end of six (6) months the Consumer must resume paying the minimum bill. In the event reconnection of service is not requested within twelve months from date of temporary discontinuance, then after expiration of such twelve month period, service will be terminated and monthly charges shall no longer apply. Customer shall be required to re-apply at the time service restoration is desired. A Consumer may receive stand-by service only once during any twelve (12) month period.
- 19.1 Discontinuance and Reconnection of Service - If service to Consumer's premises be discontinued for more than thirty (30) days by request, other than Consumer's requesting vacation service, restoral of service will be made upon payment of two months minimum bill plus payment of a reconnection fee which shall not exceed Five Dollars (\$5.00) if performed during regular working hours; if at the customers request, the service is performed at other than regular working hours, a charge up to but not more than Ten Dollars (\$10.00) may be made.

George E. Buscher

Vice President

- 20.0 Tax Clause - Rates and/or charges may be increased or a surcharge added in the amount of the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect January 1, 1970, which are assessed on the basis of meters or customers or the price of or revenues from water sold.
- 21.0 Change of Occupancy - When change of occupancy takes place on any premises supplied by the Company with water 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 Consumer, who will be held responsible for all water service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. Consumer's deposit may be transferred from one service location to another, if both locations are supplied by the Company. Consumer's deposit may NOT be transferred from one name to another.
- For the convenience of its Consumers, the Company will accept telephone orders to discontinue or transfer water service and will use all reasonable diligence in the execution thereof. However, oral orders or advice cannot be deemed binding or be considered formal notification to the Company.
- 22.0 Unauthorized Connections - Water - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and water service will not be restored until such unauthorized connections have been removed and unless settlement is made in full for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 23.0 Meters - All water meters shall be furnished by and remain the property of the Company and shall be

(Continued to Sheet No. 16.0)

George E. Buscher

Vice President

(Continued from Sheet No. 15.0)

accessible to and subject to its control. The Consumer shall provide meter space to the Company at a suitable and readily accessible location and when the Company considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices.

24.0 All Water Through Meter - That portion of the Consumer's installation for water service shall be so arranged that all water service shall pass through the meter. No temporary pipes, nipples, or spacers are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

25.0 Adjustment of Bills - When a Customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the Consumer, as the case may be.

26.0

(Reserved for future use)

George E. Buscher

Vice President

(Continued from Sheet No. 16.0)

(Reserved for future use)

27.0

Request for Meter Test by Consumer - Should any customer request a bench test of his water meter, the Company will require a deposit to defray cost of testing; such deposit not to exceed the following schedule of fees:

<u>Meter Size</u>	<u>Fee</u>
5/8" and 3/4"	\$ 5.00
1" and 1 1/2"	\$ 7.50
2" and above	\$10.00

If meter is found to register in excess of the accuracy limits prescribed in Paragraph 28.0 of this Tariff, the deposit will be refunded; but if below such accuracy limit, the deposit will be retained by the Company as a service charge for conducting the test,

Further, upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at Customer's premises, provided that the meter has not been tested within the past twelve (12) months.

28.0

Adjustment of Bills for Meter Error - In meter tests made by the Company at the request of the customer, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows.

(Continued to Sheet 18.0)

George E. Buscher

Vice President

(Continued from Sheet No. 17.0)

Fast Meters - Whenever a meter tested is found to register fast in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the utility shall refund to the customer the amount billed in error for one-half the period since the last test; said one-half period not to exceed six (6) months except that if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to but not beyond such date. The refund shall not include any part of any minimum charge.

Slow Meters - Whenever a meter tested is found to register slow in excess of the tolerance provided in the Meter Accuracy Requirements provision herein, the utility may bill the customer an amount equal to the unbilled error for one-half the period since the last test; said one-half period not to exceed six (6) months except that if it can be shown that the error was due to some cause, the date of which can be fixed, the charge may be computed back to but not beyond such date and provided further that if the utility has required a deposit, the customer may be billed only for that portion of the unbilled error which is in excess of the deposit retained by the utility.

In the event of a non-register meter, customer may be billed on an estimate based on previous bills for similar usage, such estimate to apply only to the current billing period.

In the event of unauthorized use, the customer may be billed on a reasonable estimate of the service taken.

Meter Accuracy Requirements - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the use of any customer every water meter, whether new, repaired, or removed from service for any cause, shall

(Continued to Sheet No. 19.0)

George E. Buscher

Vice President

(Continued from Sheet No. 18.0)

be adjusted to register within the accuracy limits set forth in the following table:

Meter Type	Accuracy Limits in Percent			
	Maximum Rate	Intermediate Rate	New	Repaired
Displacement	98.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97 -103	97 -103	95-103	90-103
Compound*	97 -103	97 -103	95-103	90-103

* The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be 85%.

29.0 Water Used by Consumer in Large Quantities not to be Collected by Company's Sewage System - Commercial and industrial Consumers using large quantities of water for irrigation, air conditioning and other special purposes approved by the Company where such water usage is diverted from entering the Company's sewerage collection system may elect to have such water usage separately metered and shall not be subject to payment of sewer charges for water so used and separately metered. In the event more than one meter is employed, separate water bills will be rendered based on usage through each meter. It will be the Consumer's responsibility to provide piping on the Consumer's premises and to pay applicable meter connection charges for each additional meter required for such purpose.

To obtain separate metering for water usage diverted from entering the Company's sewerage collection system, Consumer must make written application to the Company detailing the piping plans of such special water usage, and its proposed use.

Water passing through the separate meter installed for uses approved hereunder shall not be permitted to enter the Company's sewage collection system.

The Company must approve such usage and plans before the application will be approved. Any unauthorized use of water through meter or meters installed for the above purpose will result in immediate removal of such meter or meters and the Consumer will be subject to payment of sewer charges based on the entire usage on the premises in accordance with the applicable rate schedule then in effect.

George E. Buscher

Vice President

INDEX OF RATE SCHEDULES

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General Service GSW.	21.0
Multiple Dwelling Service, MDW	22.0
Tapping Fees	23.0
Customer Deposit	24.0

George E. Buscher

Vice President

GENERAL SERVICERATE SCHEDULE GSW - WATER SERVICE

Availability - Water Service, in accordance with this Rate Schedule is available throughout the Company's service area in Polk County, Florida.

Applicability - This rate schedule is applicable to any customer for which no other rate schedule applies. Water Service is available under this schedule to multiple family structures, state-licensed mobile home parks and mobile home subdivisions where separate service connection and meter is installed for each family unit. Each such family unit will be individually metered and separate bills rendered.

Limitations - Subject to all of the Rules and Regulations of the Company and to the provisions of the franchise as granted by the Commission.

Rate

First	4,000 Gallons or less	\$6.00
Next	6,000 Gallons (per 1,000 gallons)	.85
Next	40,000 Gallons (per 1,000 gallons)	.50
Over	50,000 Gallons (per 1,000 gallons)	.35

Minimum Monthly Charge

5/8 x 3/4" Meter	\$ 6.00
1" Meter	9.40
1 1/2" Meter	18.10
2" Meter	22.60
3" Meter	38.80

Terms of Payment - Bills are due and payable when rendered and become delinquent if not paid within fifteen (15) days and service may be discontinued after five (5) days written notice.

Additional Clauses - Water and Sewer charges are billed concurrently and payment for water service only is not acceptable to the Company without concurrent or simultaneous payment of the sewer charge. Non receipt of payment for total charges may result in discontinuance of service.

George E. Buscher

Vice President

MULTIPLE DWELLING SERVICERATE SCHEDULE MDW - WATER SERVICE

Availability - Water service in accordance with this rate schedule is available to all residential customers in multiple dwelling structures, state-licensed mobile home parks and mobile home subdivisions throughout the franchised area in Polk County, Florida.

Applicability - This rate schedule is applicable to all residential consumers in multiple dwelling structures, state-licensed mobile home parks and mobile home subdivisions.

Definition - A multiple dwelling structure, state-licensed mobile home park or mobile home subdivision is defined as a structure or park containing more than one dwelling unit, regardless of the form of ownership.

Limitations - Subject to all of the Rules and Regulations of the Company and to the provisions of the franchise as granted by the Commission.

Rate - Minimum monthly charge equal to 75% of the effective minimum residential rate for each unit, with the maximum allowable water consumption under the minimum rate to be 100% of the minimum residential consumption, multiplied by the number of units for which charges are to be assessed in the structure or park. Usage exceeding the maximum allowable shall be billed at the applicable steps in the residential rate schedule, as though such usage were for a single customer.

Public washing areas, pool facilities and other external usages of water shall be separately metered and billed in accordance with the water rate schedule then in effect.

Temporary Disconnect - Upon application by the customer when physically possible for the Company to seal off service to a particular vacant unit of a multiple dwelling structure, state-licensed mobile home park or mobile home subdivision, by means of a valve or other similar device installed at customer's expense readily accessible at all times to the Company's representatives, the obligation of paying for service to that unit shall be released upon installation of Company's seal, as long as the Company's seal on such device remains unbroken. In such cases the Company's service charge for temporary disconnect will apply.

George E. Buscher

Vice President

SCHEDULE OF TAPPING FEESWATER

Availability - Available throughout the area served by the Company, Polk County, Florida

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

Rate - Service connections will be made directly from the main to the nearest property line without fronting another property. The following tapping fees for regular standard service shall be paid by the applicant to the Company before connection is made by the Company. The Company will provide service lines of up to fifty (50) feet from the main to the property line at Company's expense. A charge will be made for service connections in excess of fifty (50) feet on a cost plus 10% basis. This is a service charge and is not refundable; in every case the meter furnished for all regular standard service remains the property of the Company.

5/8" x 3/4" Meter	60.00
1" Meter	110.00

For meters installed in excess of 1" meters, Customer will be assessed a charge equal to the actual installed cost of meter.

Customers requesting a larger size meter to replace an existing meter shall reimburse the Company for the difference between the actual cost of the larger meter and the depreciated cost of the meter being replaced.

Terms of Payment - The above fees are due and payable prior to service connection.

George E. Buscher

Vice President

CUSTOMER DEPOSITWATER

Before rendering service, the Company will require a deposit or guarantee satisfactory to the Company to secure the payment of bills; and the Company shall give the customer a non-negotiable and non-transferable deposit receipt. The amount of such deposit shall be \$15.00 or an amount necessary to cover charges for service for three (3) billing periods, whichever is greater.

The Company will pay interest on customers deposit at the rate of SIX percent per annum. The payment of interest will be made once each year as a credit on regular bills, and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then interest will be paid from the date of the commencement of service.

Upon final settlement of customer's account, or when customer's credit has been established to the satisfaction of the Company, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the Company of the applicable deposit receipt or, when the receipt cannot be produced, upon adequate identification.

George E. Buscher

Vice President

V

INDEX OF STANDARD FORMS

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Application for Water Service.	27.0

George E. Buscher

Vice President

CONSUMER'S GUARANTEE DEPOSIT RECEIPT

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

RECEIVED FROM				CASH CHECK
SERVICE ADDRESS	LOT	BLK.	UNIT	
AS A DEPOSIT	AND	/100 DOLLARS	ACCT.	DATE

No. 427

This receipt is not negotiable or transferable, and is redeemable only by the customer whose name appears hereon.

To guarantee the payment of any and all indebtedness for water and sewer service which may be or become due to GAC Utilities Inc of Florida (hereinafter called the company) by said customer, customer agrees that such deposit or any part thereof may be applied by the company at any time in satisfaction of said guarantee. That after such application the remainder thereof may be applied in discharge of any indebtedness of the customer to the company whatsoever and that the company may use said deposit as if the company were the absolute owner thereof. Upon discontinuance of any or all services covered by the deposit, and the presentation of this receipt and proper identification, the company agrees to refund to the customer that portion of the deposit applying to the service or services discontinued, less any amounts then due the company.

This deposit shall not preclude the company from discontinuing for nonpayment any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such service.

TOTAL AMOUNT RECEIVED
\$

1. Customer's Copy
2. Office Copy

GAC Utilities Inc of Florida BY _____

George E. Buscher

V. L. ...

CUSTOMER REQUEST FOR NEW SERVICE

P.25

OPERATING DISTRICT _____ ACCOUNT NO. _____ DATE _____

CUSTOMER'S NAME _____ OWNER'S NAME _____

MAILING ADDRESS _____ MAILING ADDRESS _____

JOB LOCATION:
STREET & NO. _____ LOT NO. _____ BLOCK NO. _____

SUBDIVISION _____ TAX DISTRICT _____ UNIT OR SECTION NO. _____

SERVICE REQUESTED BY _____ (DATE) _____ METER SIZE _____

CUSTOMER CHARGES

TYPE OF SERVICE

	<u>WATER</u>	<u>SEWER</u>	<u>TOTAL</u>
SERVICE CONNECTION FEE	\$ _____	_____	_____
METER CONNECTION FEE	_____	_____	_____
EXTENSION FEE	_____	_____	_____
CUSTOMER DEPOSIT	_____	_____	_____
HYDRANT FEE	_____	_____	_____
TOTAL	_____	_____	_____

	<u>WATER</u>	<u>SEWER</u>
RESIDENTIAL	_____	_____
COMMERCIAL	_____	_____
MFD	_____	_____
OTHER	_____	_____
NO. OF BATHROOMS		_____
IRRIGATION SYSTEM		_____
OTHER SPECIAL CIRCUMSTANCES		_____

Application for Water Service

I agree to take water and/or sewer service from

in accordance with the appropriate rate schedule and in accordance with Company Rules and Regulations, or any superseding rate schedule and/or Rules and Regulations.

DATE _____, 19 _____

SIGNED _____
(CUSTOMER)

ORDER TAKEN BY _____

River Ranch

SEWER TARIFF

OF

GAC UTILITIES INC OF FLORIDA

THIS IS
FRANCHISE

Filed With

BOARD OF COUNTY COMMISSIONERS

POLK COUNTY, FLORIDA

18
19

George E. Buscher

Vice President

SEWER TARIFF

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RULES AND REGULATIONS	9.0 - 16.3
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RATE SCHEDULES	18.0 - 22.0
INDEX OF STANDARD FORMS.	23.0
STANDARD FORMS	24.0 -25.0
CONTRACTS AND AGREEMENTS	There are no contracts at the date of original issue.

George E. Buscher

Vice President

TERRITORY SERVED

SEWER SERVICE AREA DESCRIPTION
RIVER RANCH SHORES
POLK COUNTY, FLORIDA

All of Sections 10, 15, 22, 23 and E $\frac{1}{2}$ of Section 26, that part of Sections 11, 14, 24, 25, 36, lying west of proposed Kissimmee Canal 38, all being in T31S, R31E.

That part of Section 31, T31S, R32E lying west of proposed Kissimmee Canal 38.

The E $\frac{1}{2}$ of Section 1, T32S, R31E.

That part of Section 6, T32S, R32E lying west of proposed Kissimmee Canal 38.

All of Section 7, T32S, R32E, lying west of proposed Kissimmee Canal 38, less the SW $\frac{1}{4}$.

(Continued to Sheet No. 4.0)

That part of Section 8, T32S, R32E lying west
of proposed Kissimmee Canal 38.

The NE $\frac{1}{4}$ of Section 18, T32S, R32E.

That part of Sections 17, 20, 28, 29, 33, lying
west of proposed Kissimmee Canal 38, and all of
Sections 30, 31, 32, all being in T32S, R32E.

MISCELLANEOUS

Reserved for Future Use

George E. Buscher

Vice President

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "Company" -- GAC UTILITIES INC OF FLORIDA
- 2.0 "Consumer" -- Any person, firm, association, corporation, governmental agency or similar organization supplied with sewer service by the Company.
- 3.0 "Service" -- Service, as mentioned in this Tariff Book and in agreement with Consumers, shall be construed to include, in addition to all sewer service required by the Consumer the readiness and ability on the part of the Company to furnish sewer service to the Consumer.
- 4.0 "Consumer's Installation" -- All pipes, fixtures, appliances and apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing sewage for any purpose, located on the Consumer's side of "Point of Delivery", whether such installation is owned outright by Consumer under lease or otherwise.
- 5.0 "Point of Delivery" -- The point where the Company's pipes are connected with the pipes of the Consumer's namely at the main line connection in easements, or property line on the street side.
- 6.0 "Main" -- Shall refer to a pipe, conduit, or other facility installed to convey sewage service from individual laterals or to other Mains.
- 7.0 "Service Lines" -- The pipes of the Consumer that connect to Company's line. (Also referred to as lateral lines.) The Company does not lay sewer lateral lines on private property except under special contracts or agreements.
- 8.0 "Rate Schedule" -- Shall refer to rate or charge for the particular sewer classification of service.
- 9.0 "Commission" -- Refers to the Board of County Commissioners of Polk County, Florida
- 10.0 "Unit" -- A single family dwelling house or apartment within a building, or a single place of business within a store or building, as may be subdivided by partitioning walls.

George E. Buscher

Vice President

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George E. Buscher
Vice President

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George E. Buscher

Vice President

RULES AND REGULATIONS

1.0 General Information - The Company's Rules and Regulations, insofar as they are inconsistent with any statute, ordinance, law or legislation, now in effect, shall be null and void. These Rules and Regulations are a part of the rate schedules, applications and contracts of the Company, and in the absence of specific written agreement to the contrary, they apply without modifications or change to each and every Consumer to whom the Company renders sewer service.

In the event that a portion of these Rules and Regulations is 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 sewer service unless such court order or decision shall so direct.

2.0 Sewer Service - To obtain sewer service, application should be made at the office of the Company. Applications are accepted by the Company with the understanding that there is no obligation on the part of the Company to render sewer service other than that which is then available from its existing Sewage Treatment Facilities and distribution equipment and sewer lines.

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

3.0
Application

Signed Application Necessary - Sewer service is furnished only upon signed application or agreement accepted by the Company and the conditions of such application or agreement are binding upon the Consumer as well as upon the Company. A copy of each application or agreement for sewer service accepted by the Company will be furnished to the Applicant on request.

George E. Buscher

Vice President

- 4.0 Applications by Agents - Applications for sewer service requested by firms, partnerships, associations, corporations and others, shall be tendered only by duly authorized parties. When sewer service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such sewer service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between agent and the Company and under which such sewer service is rendered.
- 5.0 Withholding Service - The Company may withhold or discontinue sewer service rendered under application made by any member or agent of a family, household, organization or business unless all prior indebtedness to the Company of such family, household, organization or business for sewer service, has been settled in full.
- 6.0 Extensions - The Company will make such extensions to its existing facilities as may be required by one or more Consumers provided the revenues to be derived therefrom shall be sufficient to afford fair and reasonable return on the cost of providing and rendering the sewer service. Otherwise the Company will require from the Consumer prepayments, cash advances, minimum guarantees, service guarantees, contribution in aid of construction, or other arrangements with the Consumer, whereby the Company will be enabled to earn a fair and reasonable return on the cost of providing and rendering the required sewer service.
- 7.0 Limitation of Use - Sewer service purchased from the Company shall be used by the Consumer only for the purposes specified in the application for sewer service. Sewer service furnished to the Consumer shall be for the Consumer's own use and sewage shall be received directly from the Consumer into the Company's main sewer lines. In no case shall a Consumer, except with the written consent of the Company extend his lines across a street, alley, lane, court, property line.

(Continued to Sheet No. 11.0)

George E. Buscher

Vice President

(Continued from Sheet No. 10.0)

avenue, or other way, in order to furnish sewer service for adjacent property, even though such adjacent property be owned by him. In case of such unauthorized extension, sale or disposition of service, Consumer's sewer service is subject to discontinuance until such unauthorized extension, sale or disposition is discontinued and full payment is made of bills for sewer service, calculated on proper classifications and rate schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing, and inspections.

8.0 Continuity of Service - The Company will at all times use reasonable diligence to provide continuous sewer service, and having used reasonable diligence shall not be liable to the Consumer for failure or interruption of continuous sewer service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigation, breakdowns, shutdowns, or 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.

9.0 Type and Maintenance - The Consumer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice, conforming with the Rules and Regulations of the Company, and in full compliance with all laws and governmental regulations applicable to same. The Consumer agrees further to keep all pipes, plumbing and fixtures in repair and to promptly stop all leaks on his premises; and the Company shall not be responsible for their maintenance and operation. The Consumer expressly agrees to not utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the sewer service; and the Company reserves the right to discontinue or withhold sewer service to such apparatus or device.

George E. Buscher

Vice President

10.0 Change of Consumer's Installation - No changes or increases in Consumer's installation, which will materially affect the proper operation of the pipes, mains or stations of the Company will be made without written consent of the Company. The Consumer will be liable for any damage resulting from a violation of this rule.

11.0 Inspection of Consumer's Installations - All Consumer's sewer service installations or changes should be inspected upon completion by competent authority to insure that Consumer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required by local rules or ordinances, the Company cannot render sewer service until such inspection has been made and formal notice of approval from the inspecting authority has been received by the Company.

The Company reserves the right to inspect Consumer's installation prior to rendering sewer service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

12.0 Protection of Company's Property - The Consumer shall properly protect the Company's property on the Consumer's premises, and shall 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 Consumer, the cost of making good such loss or repairing such damage shall be paid by the Consumer.

13.0 Access to Premises - The duly authorized agents of the Company shall have access at all reasonable hours to

(Continued to Sheet No. 13.0)

George E. Buscher

Vice President

13.0 Access to Premises - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Consumer for the purpose of installing, maintaining and inspecting or removing Company's property, reading meters, and other purposes incident to performance under or termination of the Company's agreement with the Consumer, and in such performance shall not be liable for trespass.

14.0 Right of Way or Easements - The Consumer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits and privileges which in its opinion are necessary for the rendering of water service.

15.0 Billing Periods - Bills for water service will be rendered monthly. Bills are due when rendered and shall be considered as received by Consumer when delivered or mailed to water service address or some other place mutually agreed upon.

Nonreceipt of bills by Consumer shall not release or diminish obligation of Consumer with respect to payment thereof.

16.0 Delinquent Bills - Bills are due when rendered, and if not paid within fifteen (15) days thereafter become delinquent, and water service may then, after five (5) days written notice, be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnect charge of \$ 5.00, when performed during regular working hours. After regular working hours the reconnection charge will be \$ 10.00. There shall be no liability of any kind against the Company by reason of discontinuance of water service to the Consumer for failure of the Consumer to pay the bills on time.

No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company, or by order of the Commission.

George E. Buscher

Vice President

- 17.0 Reimbursement for Expenses - The Consumer shall reimburse the Company for all extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of the Consumer's violation of the contract for service or of the Company's rules and regulations. When performed during regular working hours the charge for this service shall not exceed Five Dollars (\$5.00); if, at customer's request, the service is performed at other than regular working hours, a charge up to but not more than Ten Dollars (\$10.00) may be made.
- 18.0 Payment of Water and Sewer Service Bills Concurrently - When both water and sewer service are provided by the Company payment of any water service bill rendered by the Company to a water service Consumer shall not be accepted by the Company without the simultaneous or concurrent payment of any sewer service bill rendered by the Company. If the charges for water service are not so paid, the Company may discontinue both sewer service and water service to the Consumer's premises for nonpayment of the water service charges or if the charges for sewer service are not so paid the Company may discontinue both water service and sewer service to the Consumer's premises for nonpayment of the sewer service charge. The Company shall not re-establish or reconnect sewer service and water service or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these rules and regulations are paid.
- 19.0 Vacation Service - Consumers wishing to temporarily discontinue service may pay a \$6.00 stand-by-fee for each service rendered, at which time service will be discontinued for a period of up to six (6) consecutive months. There is no further charge for service during the six-month period. At the end of six (6) months the Consumer must resume paying the minimum bill. In the event reconnection of service is not requested within twelve months from date of temporary discontinuance, then after expiration of such twelve month period, service will be terminated and monthly charges shall no longer apply. Customer shall be required to re-apply at the time service restoration is desired. A Consumer may receive stand-by service only once during any twelve (12) month period.
- 19.1 Discontinuance and Reconnection of Service - If service to Consumer's premises be discontinued for more than thirty (30) days by request, other than Consumer's requesting vacation service, restoral of service will be made upon payment of two months minimum bill plus payment of a reconnection fee which shall not exceed Five Dollars (\$5.00) if performed during regular working hours; if at the customers request, the service is performed at other than regular working hours, a charge up to but not more than Ten Dollars (\$10.00) may be made.

George E. Buscher

Vice President

20.0 Evidence of Consumption - When a flat rate is charged for sanitary sewer service, the initiation, or continuation or resumption of water service to the premises shall constitute the initiation, continuation, or resumption of sanitary sewer service to the premises, regardless of occupancy.

George E. Buscher

Vice President

21.0 Tax Clause - Rates and/or charges may be increased or a surcharge added in the amount of the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect January 1, 1969, which are assessed on the basis of meters or customers or the price of or revenues from sewer service sold.

22.0 Change of Occupancy - When change of occupancy takes place on any premises supplied by the Company with sewer 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 Consumer, who will be held responsible for all sewer service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue sewer service. However, if such written notice has not been received, the application of a succeeding occupant for sewer service will automatically terminate the prior account. Consumer's deposit may be transferred from one service location to another, if both service locations are supplied by the Company. Consumer's deposit may NOT be transferred from one name to another.

For the convenience of its Consumers, the Company will accept telephone orders to discontinue or transfer sewer service and will use all reasonable diligence in the execution thereof. However, oral orders or advice cannot be deemed binding or be considered formal notification to the Company.

23.0 Unauthorized Connections - Connections to the Company's sewer system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render service subject to immediate discontinuance without notice and sewer service will not be restored until such unauthorized connections have been removed and unless settlement is made in full for all sewer service estimated by the Company to have been used by reason of such unauthorized connection.

George E. Buscher

Vice President

- 24.0 Service Connection - Where the utility operates and maintains sewer lines on public streets and right-of-ways, the "service connection" shall be at the Consumer's property line. Where the utility operates main sewer lines in a utility easement, the "service connection" shall be where the Consumer connects to the main line.
- 25.0 Adjustment of Bills - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, or if sewer service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Consumer, as the case may be.
- 26.0 (Reserved for future use).
- 27.0 Improper Waste or Excessive Use of Sewer Service - The following requirements for the use of the sanitary sewer system shall be observed. Violation of these requirements will result in the discontinuance of service to the Customer.

George E. Buscher

Vice President

(Continued from Sheet No. 16.0)

A. No person shall discharge or cause to be discharged any stormwater, surface water, ground water, roof run-off, sub-surface drainage, cooling water or unpolluted industrial process waters to any Company's mains.

B. No person shall discharge or cause to be discharged any of the following described waters or wastes to the Company's mains.

(1) Any liquid or vapor having a temperature higher than 150 degrees F.

(2) Any water or waste which may contain more than 100 parts per million, by weight, of fat or oil or grease.

(3) Any water or waste which may contain more than 25 parts per million, by weight, of soluble oils.

(4) Any gasoline, benzene, naptha, fuel oil or other flammable or explosive liquid, solid or gas.

(5) Any garbage that has not been properly shredded.

(6) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscious substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works.

(7) Any waters or wastes having a PH lower than 5.0 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.

(8) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or to animals, or create any hazard in the receiving waters of the sewage treatment plant.

(9) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage disposal plant.

George E. Buscher

Vice President

(Continued from Sheet No. 16.1)

(10) Any noxious or malodorous gas or substance capable of creating a public nuisance.

C. Grease, oil and sand interceptors shall be provided and installed by the Customer when, in the opinion of the Company, they are necessary for the proper handling of liquid wastes containing grease in excessive amount, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Company and shall be located as to be readily and easily accessible for cleaning and inspection.

Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, water tight, and equipped with easily removable covers which when bolted in place shall be gas tight and water tight.

D. Where installed, all grease, oil and sand interceptors shall be maintained by the Customer, at his expense, in continuously efficient operation at all times.

E. The admission into the sanitary sewer system of any waters or waste having (a) a 5-day Biochemical Oxygen Demand greater than 400 parts per million by weight, or (b) containing more than 450 parts per million by weight of suspended solids, or (c) containing any quantity of substances having the characteristics described in Rule 34, Paragraph B, and (d) having an average daily flow greater than 2% of the average daily sewage flow of the system, shall be subject to the review and approval of the Company. Where necessary in the opinion of the Company, the Customer shall provide at his expense such preliminary treatment as may be necessary to (a) reduce the Biochemical Oxygen Demand to 400 parts per million and the suspended solids to 450 parts per million by weight, or (b) reduce objectionable characteristics or constituents to within the maximum limits provided for in Rule 34, Paragraph B, or (c) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the Company and of the Water Pollution Board, and no construction of such facilities shall be commenced until said approval is obtained in writing.

George E. Buscher

Vice President

(Continued from Sheet No. 16.2)

F. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Customer at his expense.

G. When required by the Company, the Customer sewer service carrying industrial wastes shall include a suitable control manhole in the Customer sewer service to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the Company. The manhole shall be installed by the Customer at his expense, and shall be maintained by him so as to be safe and accessible at all times.

H. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in Paragraphs B and E shall be determined in accordance with "Standard Methods of Analyses of Water, Sewage and Industrial Wastes" as published by the American Public Health Association and shall be determined at the control manhole provided for in Paragraph G, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the Company main sewer to the point at which the Customer service sewer is connected.

George E. Buscher

Vice President

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Tapping Fees	21.0
Customer Deposit	22.0

George E. Buscher

Vice President

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RESIDENTIAL SERVICE

RATE SCHEDULE RS - SEWER SERVICE

Availability - Sewer service in accordance with this rate schedule is available throughout the Company's service area in Polk County, Florida.

Applicability - This rate schedule is applicable to individual family residences also, sewer service is available under this schedule to multiple family structures, state-licensed mobile home parks and mobile home subdivisions where separate service connections and meter is installed for each family unit supplied with water service. Each such family will be separately billed.

Limitations - Subject to all Rules and Regulations of the Company and to the provisions of the franchise as granted by the Commission.

Rate - A flat rate of \$6.00 per month or less for one bathroom and \$1.50 per month or less for each additional bathroom.

Terms of Payment - Bills are due and payable when rendered and become delinquent if not paid within fifteen (15) days and service may be discontinued after five (5) days written notice.

Additional Clauses - Water and sewer charges are billed concurrently and payment for sewer service only is not acceptable to the Company without concurrent or simultaneous payment of the water charge. Non-receipt of total charges may result in discontinuance of service.

George E. Buscher

Vice President

GENERAL SERVICE

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RATE SCHEDULE GSS - SEWER SERVICE

Availability - Sewer service in accordance with this rate schedule is available throughout the franchised area in Polk County, Florida.

Applicability - This rate schedule is applicable to any customer for which no other rate schedule applies.

Limitations - Subject to all Rules and Regulations of the Company and to the provisions of the Franchise as granted by the Commission.

Rate - A charge equal to 100 percent of the monthly water bill for services rendered in the same month for which sewer service is being rendered. Where water service is rendered by others the water supply meter of customer will be read monthly and the Company will apply its applicable water rates to determine the sewer charge in accordance with the preceding sentence. No temporary discontinuance of service will be allowed to sewer--only service unless by specific consent of the Company.

Minimum Monthly Charge -- \$6.00

Terms of Payment - Bills are due and payable when rendered and become delinquent if not paid within fifteen (15) days and service may be discontinued after five (5) days written notice.

Additional Clauses - Water and sewer charges are billed concurrently and payment for sewer service only is not acceptable to the Company without concurrent or simultaneous payment of the water charge. Non-receipt of total charges may result in discontinuance of service.

George E. Buscher

Vice President

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MULTIPLE DWELLING SERVICE

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RATE SCHEDULE MDS - SEWER SERVICE

Availability - Sewer service in accordance with this rate schedule is available to all residential consumers in multiple dwelling structures, state-licensed mobile home parks and mobile home subdivisions throughout the franchised area in Polk County, Florida.

Applicability - This rate schedule is applicable to residential consumers only in multiple dwelling structures, state-licensed mobile home parks and mobile home subdivisions.

Definition - A multiple dwelling structure, state-licensed mobile home park or mobile home subdivision is defined as a structure or park containing more than one dwelling unit, regardless of the form of ownership.

Limitations - Subject to all of the Rules and Regulations of the Company and to the provisions of the Franchise as granted by the Commission.

Rate - The monthly sewer charge shall be equal to 75% of the effective minimum residential rate for each unit.

Public washing areas and other external uses of sewer shall be billed separately in accordance with the provisions of sewer rate schedule applicable to commercial service based upon the water consumed for such external use.

Temporary Disconnect - Upon application by the customer, when physically possible for the Company to seal off the customer's water service to a particular vacant unit of a multiple dwelling structure, state-licensed mobile home park or mobile home subdivision by means of a valve or other similar device installed at customer's expense and readily accessible at all times to the Company's representatives, the obligation of paying for sewer service to that unit shall be released upon installation of Company's seal, as long as the Company's seal on such device remains unbroken. Sewer service charges will resume concurrently with the application of charges for water service. In such cases the Company's service charge for temporary disconnect will apply.

Guarantee Deposit - A guarantee deposit shall be required in an amount not to exceed the estimated charges to the multiple dwelling structure, state-licensed mobile home park or mobile home subdivision for three (3) billing periods.

George E. Buscher

Vice President

Term of Payment - Bills are due and payable when rendered and become delinquent if not paid within fifteen (15) days, and service may be discontinued after five (5) days written notice.

Additional Clauses - Water and sewer charges are billed concurrently and payment for sewer service only is not acceptable to the Company without concurrent or simultaneous payment of the water charge. Non-receipt of total charges may result in discontinuance of service.

George E. Buscher

Vice President

SCHEDULE OF TAPPING FEESSEWER

Availability - Available throughout the area franchised in Polk County, Florida.

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

Rate - Service connections will be made directly from the main to the nearest property line without fronting another property. The following tapping fees for regular standard service shall be paid by the applicant to the Company before connection is made by the Company.

Per Customer \$ 40.00

Terms of Payment - The above fees are due and payable prior to service connection.

George E. Buscher

Vice President

**APPLICATION FOR
GRANDFATHER
CERTIFICATE**

**Pursuant
to
Section 367.171,
Florida Statutes**

Part III Rates and Tariffs

EXHIBIT F

**WATER AND WASTEWATER
TARIFFS
WITH
RATES, CLASSIFICATIONS
CHARGES, RULES AND
REGULATIONS**

WATER TARIFF

NEW RIVER RANCH, LC
dba RIVER RANCH
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

**NEW RIVER RANCH, LC
dba RIVER RANCH
NAME OF COMPANY**

3200 RIVER RANCH RD.

P.O. BOX 30030

**RIVER RANCH, FLORIDA 33867
(ADDRESS OF COMPANY)**

(941)692-1321

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

**BOB MARGOLIS
ISSUING OFFICER**

**GENERAL MANAGER
TITLE**

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

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BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - POLK

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
----------------------------	---------------------------	-----------------------------	---------------------------

(Continued to Sheet No. 3.1)

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER _____
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC
dba RIVER RANCH

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All of Sections 10, 15, 22, 23 and E ½ of Section 26, that part of Sections 11, 14, 24, 25, 36,
lying west of proposed Kissimmee Canal 38, all being in Township 31S, Range 31E.

That part of Section 31, Township 31S, Range 32E lying west of proposed Kissimmee Canal 38.

The E ½ of Section 1, Township 32S, Range 31E.

That part of Section 6, Township 32S, Range 32E lying west of proposed Kissimmee Canal 38.

All of Section 7, Township 32S, Range 32E, lying west of proposed Kissimmee Canal 38, less
the SW 1/4.

That part of Section 8, Township 32S, Range 32E lying west of proposed Kissimmee Canal 38.

The NE 1/4 of Section 18, Township 32S, Range 32E.

That part of Sections 17, 20, 28, 29, 33, lying west of proposed Kissimmee Canal 38, and all of
Sections 30, 31, 32, all being in Township 32S, Range 32E.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

COMMUNITIES SERVED LISTING

County Name	Development Name	RateSchedule(s) Available	Sheet No.
Polk	Long Hammock, Phase One	Multiple Dwelling	20
Polk	River Ranch Shores, Unit One	Multiple Dwelling	20
Polk	River Ranch Inn and Cottages, Phase One	Multiple Dwelling	20
Polk	River Ranch Inn and Cottages, Phase Two	Multiple Dwelling	20
Polk	River Ranch RV Resort, Phase Two - RV Lots	Multiple Dwelling	20
Polk	River Ranch RV Resort, Phase Three - RV Lots, Replat	Multiple Dwelling	20
Polk	River Ranch RV Resort, Phase Four - RV Lots	Multiple Dwelling	20
Polk	River Ranch RV Resort, Phase V-A - RV Lots	Multiple Dwelling	20

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC
dba RIVER RANCH

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" - shall refer to NEW RIVER RANCH, LC.**
- 6.0 **"CUSTOMER" - Any person, firm or corporation who has entered 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 that 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.**

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

(Continued to Sheet No. 5.1)

ORIGINAL SHEET NO. 5.1

NAME OF COMPANY NEW RIVER RANCH, LC
dba RIVER RANCH

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.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

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(Continued to Sheet No. 6.1)

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

(Continued from Sheet No. 6.0)

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BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

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

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. Water service shall be furnished only upon signed application that is accepted by the Company, and the conditions of such application or agreement are binding upon the Customer as well as upon the Company.

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be tendered only by duly authorized parties or agents. When water service is rendered under agreement or agreements entered between the Company and an agent of the principal, the use of such water 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 water service is rendered.

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.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

(Continued from Sheet No. 7.0)

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.**
- (a) When water and sewage facilities are installed, each home site with a service available shall be assessed an amount of \$650.00 based on construction cost during the later half of 1970(subject to escalation based on construction cost at the time such facilities are actually installed); this assessment is non-refundable by the utility. The installation of water and sewage facilities within 150 feet of any home site shall constitute service availability and the assessment of \$650.00 shall apply. When actual service is requested, the Company shall provide service laterals to the property line on the home site at no additional charge.**
 - (b) In the event the Company, its successors or assigns has precollected all or any portion of the main extension fees prior to the actual installation of utilities facilities pursuant to contract with the home site buyer, then, upon proof of payments, home site buyer will be given credit for said payments against amounts due under 6.0(a) above.**
 - (c) Main extensions to commercial, industrial, institutional and multiple family dwellings shall be made on the basis of economic feasibility of connection of each such perspective customer requesting service. The annual revenues for each such service shall be sufficient to cover the Company's expenses, depreciation, taxes(including federal income taxes) and provide a fair and reasonable return on the Company's investment, otherwise, the Company will require contributions, cash advances or minimum guarantees(a portion of which may not be used and useful to the utility or its existing customers) sufficient to enable the Company to earn a fair return on its net investment.**
 - (d) Whenever any structure is completed where the Company's facilities are available as defined under part 6.0(a) above, and the connection of water and sewage facilities of said structure with those of the Company are required, then service charges will apply at the time connection is made. In the event of refusal to connect on the part of the owner of any structure, then within thirty(30) days after notice in writing by the Company to connect, minimum monthly charges for each service available will be assessed.**
 - (e) In the event water service only or sewer service only is made available, the assessment under part 6.0(a) above shall be prorated according to the ratio of the installation cost to make that single service available to the installation cost of combined water and sewer service at the time of installation.**

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC
dba RIVER RANCH

WATER TARIFF

(Continued from Sheet No. 8.0)

(f) Whenever water or sewer service is made available to a home site, a maintenance fee to be included in the Company's revenue may apply from such time until a structure is erected and connected to water and sewage facilities of the Company. Upon such connection and assumption of payment of water and sewage service charges, said maintenance fee will be discontinued. Such maintenance fee, if assessed, shall be determined on the basis of the annual fixed charges of the Company for items such as but not limited to repairs, maintenance expenses, taxes and depreciation, which may be estimated if not known, and which will be filed with the Commission each year. Where allocations are required, they are to be made on a rational and reasonable basis.

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. Water service furnished to the Customer shall be rendered directly to the Customer through the Company's individual meter and shall be for the Customer's own use and may not be remetered by the Customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the Customer or the Customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service. 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 to the Company for all extra expenses incurred for clerical work, testing, and inspections.

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. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, enemies of the United States, wars, the 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.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

(Continued from Sheet No. 9.0)

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 Customer agrees further to keep all pipes, valves, plumbing and fixtures in repair and to promptly stop all leaks on his premises. 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 or 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 on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's pipes and apparatus. . 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.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

(Continued from Sheet No. 10.0)

13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property for the installation, maintenance, inspection and/or removal of the Company's property in addition to reading meters and other purposes incidental in performance or termination of the Company's agreement with the Customer, and in such performance shall not be held liable by the Customer for trespass. 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 deemed necessary by the Company for the rendering of water service.

15.0 CUSTOMER BILLING - Bills for water service shall be rendered to Customers monthly. Bills are due when rendered and shall be considered as received by Customer when delivered or mailed to water service address or some other address mutually agreeable to both the Customer and the Company; however, the Company shall not consider the Customer delinquent in paying his or her bill until the twenty-first(21st) day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the 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.

Service will be resumed only upon payment of all past-due bills and penalties, together with a charge of \$15.00 for a reconnection fee. There shall be no liability of any kind against the Company by reason of discontinuance of water service to the Customer for failure of the Customer to pay his/her bills on time.

No partial payment of any bill rendered will be accepted by the Company, except by agreement with the Company, or by order of the Commission.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC
dba RIVER RANCH

WATER TARIFF

(Continued from Sheet No. 11.0)

- 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 **VACATION SERVICE** - Customers who wish to temporarily disconnect service may pay a \$6.00 "stand-by" fee for each service rendered, at which time service will be discontinued for a period not to exceed six(6) consecutive months. There is no further charge for service during the six-month hiatus. At the end of said six(6) months, the Customer must resume paying the minimum monthly bill. In the event reconnection of service is not requested within twelve months from the date of temporary discontinuance, service will be terminated in accordance with Rule 25-30.325, Florida Administrative Code and monthly charges shall no longer apply. Customers having services terminated thus who wish restoration of said service shall complete and execute a new application for service. A Customer may receive "stand-by" service once during any twelve(12) month period.
- 18.1 **TEMPORARY DISCONNECTION/RECONNECTION OF SERVICE** - Customers who wish to temporarily disconnect service for more than thirty(30) days, for reasons other than Customer's request for "VACATION SERVICE", restoral of service will be made upon payment of two(2) months minimum charge plus a reconnection fee which shall not exceed \$15.00.
- 18.2 **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.
- 19.0 **TAX CLAUSE** - Rates and/or charges may be increased or a surcharge added in the amount of the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect January 1, 1997, which are assessed on the basis of meters or customers or the price of or revenues from the water sold.
- 20.0 **CHANGE OF OCCUPANCY** - When change of occupancy takes place on any premises supplied by the Company with water 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, who will be held responsible for all water service used on the premises until such written notice is so received and the Company has had reasonable time to discontinue water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. Customer's deposit may be transferred from one service location to another, providing both locations are within the franchise territory or service area of the Company. The Customer's deposit may not be transferred from one name to another.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC
dba RIVER RANCH

WATER TARIFF

(Continued from Sheet No. 12.0)

For the convenience of its Customers, the Company will accept telephone orders to discontinue or transfer water service and will use all reasonable diligence in the execution thereof; however, oral communications may not be deemed binding or formal notification to the Company.

21.0 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.

22.0 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. The Customer shall provide meter space to the Company at a suitable and readily accessible location. Water meters may be located within the premises to be served if there is adequate and proper space for its installation and the Company deems it advisable.

23.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spacers are permitted and under no circumstances are connections allowed which may permit water to bypass the meter or metering equipment.

24.0 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.

25.0 METER TEST BY REQUEST - Upon written request by any customer whose meter has not been tested within one-half the maximum interval provided in Rule 25-30.265, the Company shall make a field test for accuracy of that customer's meter at no charge to the Customer.

Should the Customer request a bench test of his water meter, the Company will require a deposit to defray the cost of testing. This deposit shall not exceed the following schedule:

<u>Meter Size(inches)</u>	<u>Fee</u>
5/8 and 3/4	\$20.00
1 and 1 1/2	\$25.00
2 and over	Actual Cost of Test

The Company shall retain the deposit if the Customer's meter is found to register accurately or below accuracy. The Company shall refund the deposit if the Customer's meter is found to register in excess of the prescribed accuracy limits.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

(Continued from Sheet No. 13.0)

26.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company at the request of the Customer, the accuracy of registration of the meter and its performance in service shall be judged by its averaged error. The average meter error shall be considered to be the algebraic average of the errors at the test rate flows set out in Rule 25-30.262, Florida Administrative Code. Any adjustments of charges which is made in accordance with this rule shall be based on the average error thus derived.

Whenever a meter tested is found to register fast in excess of the tolerance permitted under Rule 25-30.262, Florida Administrative Code, the Company shall refund to the Customer the amount billed in error for one half the period from the time of the last test or calibration, not to exceed twelve(12) months except that if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to, but not beyond such date, based upon available records. The refund shall not include any part of the Base Facility Charge.

The Company may back bill in the event that a meter is found to be slow, non-registering or partially registering; however, the Company may not back bill for any period greater than twelve(12) months from the date it notifies the Customer that his/her meter is slow, non-registering or partially registering. If it can be ascertained that the meter was slow, non-registering or partially registering for less than twelve(12) months prior to notification, then the Company may back bill only for the lesser period of time, and if the Company has required a deposit as permitted in Rule 25-30.266, the Customer may be billed only for that portion of the unbilled error which is in excess of the deposit retained by the Company. In any event, the Customer may extend the payments of the back bill over the same amount of time for which the Company issued the back bill. In the event of a non-registering meter, the Customer may be billed on an estimated amount based on previous bills for similar use.

When a meter is found to be in error in excess of the prescribed accuracy limits, fast or slow, the figure to be used for calculating the amount of refund or charge shall be that percentage of error as determined by the test.

In the event of unauthorized use, the Customer may be billed on a reasonable estimate of the service taken. The Company may assess a fee to defray the cost of restoring service.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

(Continued from Sheet No. 14.0)

27.0 METER ACCURACY REQUIREMENTS - All meters used by the Company for the purpose of measuring quantity of water delivered to the Customer shall be in good mechanical condition and shall be of adequate size and design for the type of service each measures. Before being installed, for the use of any Customer, every water meter, whether new or repaired, shall register within the accuracy limits set forth in this table:

Meter Type	Accuracy limits(percentages)			
	Maximum Minimum Rate	Intermediate		
	Rate	Rate	New	Repaired
Displacement	98.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97 -102.0	None	95-102.0	90-102.0
Compound*	97 -103.0	97 -103.0	97-103.0	90-103.0

*The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be 85%.

28.0 WATER USED BY CUSTOMER IN LARGE QUANTITIES NOT TO BE COLLECTED BY COMPANY'S SEWAGE SYSTEM - Commercial and industrial Customers using large quantities of water for irrigation, air-conditioning and other special purposes approved by the Company where such water usage is diverted from entering the Company's Sewage Collection System, may elect to have such water usage separately metered and shall not be subject to payment of sewer charges for water so used and separately metered. In the event more than one meter is employed, separate water bills will be rendered based on usage through each meter. It will be the Customer's responsibility to provide piping on the Customer's premises and to pay applicable meter connection charges for each additional meter required for such purpose.

To obtain separate metering for water usage diverted from entering the Company's sewerage collection system, the Customer must make written application to the Company detailing the piping plans of such special water usage, and its proposed use.

Water passing through the separate meter installed for uses approved hereunder shall not be permitted to enter the Company's Sewage Collection System.

The Company must approve such usage and plans before the application will be approved. Any unauthorized use of water through meter/s installed for the above such purpose will result in immediate removal of such meter/s and the Customer will be subject to payment of sewer charges based on the entire said usage on the premises in accordance with the applicable rate schedule then in effect.

BOB MARGOLIS
 ISSUING OFFICER

GENERAL MANAGER _____
 TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

(Continued from Sheet No. 15.0)

29. **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.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER _____
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS	19.0
Meter Test Deposit	21.0
Miscellaneous Service Charges	22.0
Multiple Dwelling Service,MDS	20.0
Tapping Fees.....	23.0

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company will 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 greater of \$15.00 or an amount necessary to cover charges for service for three(3) billing periods.

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 December 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.

REFUND OF DEPOSIT WHEN SERVICE IS DISCONTINUED - Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the Customer, but in no event later than fifteen(15) days after service discontinuation.

EFFECTIVE DATE -

TYPE OF FILING - GRANDFATHER

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC
dba RIVER RANCH

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS - WATER SERVICE

AVAILABILITY- Water Service, in accordance with this Rate Schedule is available throughout the Company's franchise area in Polk County, Florida.

APPLICABILITY - This rate schedule is applicable to any customer for which no other rate schedule applies. Water Service is available under this schedule to multiple-family structures, state licensed mobile home parks and mobile home subdivisions where separate service connection and meter is installed for each family unit. Each such family unit will be individually metered and separate bills rendered.

LIMITATIONS - Subject to all Rules and Regulations of the Company and to the provisions of the franchise as granted by the Commission.

RATE -

First 4,000 Gallons or less	\$6.00
Next 6,000 Gallons(per 1,000 gallons)	\$0.85
Next 40,000 Gallons(per 1,000 gallons)	\$0.50
Next 50,000 Gallons(per 1,000 gallons)	\$0.35

MINIMUM MONTHLY CHARGE

5/8" X 3/4"	\$ 6.00
1"	\$ 9.40
1 1/2"	\$18.10
2"	\$22.60
3"	\$38.80

TERMS OF PAYMENT - Bills are due and payable when rendered. Bills shall be considered delinquent if not paid after twenty-one(21) days and service may be discontinued after five(5) days written notice.

ADDITIONAL CLAUSES - Water and Sewer charges are billed concurrently and payment for water service only is not acceptable to the Company without concurrent or simultaneous payment of the sewer charge. Non receipt of payment for total charges may result in discontinuance of service thereof.

EFFECTIVE DATE -

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

TYPE OF FILING - GRANDFATHER

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY NEW RIVER RANCH, LC
dba RIVER RANCH

WATER TARIFF

MULTIPLE DWELLING SERVICE

RATE SCHEDULE MDS - WATER SERVICE

AVAILABILITY- Water Service, in accordance with this Rate Schedule is available to all residential customers in multiple dwelling structures, state-licensed mobile home parks and mobile home subdivisions throughout the Company's franchise area in Polk County, Florida.

APPLICABILITY - This rate schedule is applicable to all residential customers in multiple dwelling structures, state licensed mobile home parks and mobile home subdivisions.

DEFINITION - A multiple dwelling structure, state licensed mobile home parks or mobile home subdivision is defined as a structure or park containing more than one dwelling unit, regardless of the form of ownership.

LIMITATIONS - Subject to all Rules and Regulations of the Company and to the provisions of the franchise as granted by the Commission.

RATE - Minimum monthly charge equal to 75% of the effective Minimum Residential Charge for each unit, with the maximum allowable water consumption under said minimum monthly charge to be 100% of the minimum residential consumption, multiplied by the number of units for which charges are to be assessed in the multiple dwelling structure as defined herein. Usage exceeding the maximum allowable shall be billed at the applicable steps in the General Service Rate Schedule on ORIGINAL SHEET 17 herein, as though such usage were for a single customer.

Public washing areas, pool facilities and other external usages of water shall be separately metered and billed in accordance with the water rate schedule then in effect.

TEMPORARY DISCONNECT - Upon application by the customer and when physically possible for the Company to seal off service to a particular vacant unit of a multiple dwelling structure, state-licensed mobile home park or mobile home subdivision, by means of a valve or other acceptable device, the obligation of paying for service to that unit shall be released upon installation of the Company's seal for as long as the Company's seal on such device remains unbroken. Said device shall be installed at the expense of the Customer and shall further be readily assessable at all times to the Company's representatives. In such cases, the Company's service charge for temporary disconnect will apply.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER _____
TITLE

EFFECTIVE DATE -

TYPE OF FILING - GRANDFATHER

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY NEW RIVER RANCH, LC
dba RIVER RANCH

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(inches)</u>	<u>Fee</u>
5/8 and 3/4	\$20.00
1 and 1 1/2	\$25.00
2 and over	Actual Cost of Test

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 -

TYPE OF FILING - GRANDFATHER

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

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.

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING - GRANDFATHER

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC
WATER TARIFF

SCHEDULE OF TAPPING FEES

AVAILABILITY- Available throughout the area served by the Company, Polk County, Florida.

APPLICABILITY - To all classifications of customers for the initial commencement of service at any given location. Service connections will be made directly from the main to the nearest property line without fronting another property. The following tapping fees for regular standard service shall be paid by the applicant to the Company before connection is made by the Company. The Company will provide service lines of up to fifty(50) feet from the main to the property line at the Company's expense. A charge will be made for service connections in excess of fifty(50) feet on a cost plus ten percent basis. This is a service charge and is not refundable; in every case the meter furnished for all regular standard service remains the property of the Company.

5/8" x 3/4" Meter	\$ 60.00
1" Meter	\$110.00

For meters installed in excess of 1" meters, Customer will be assessed a charge equal to the actual installed cost of meter. Customers requesting a larger size meter to replace an existing meter shall reimburse the Company for the difference between the actual cost of the larger meter and the depreciated cost of the meter being replaced.

TERMS OF PAYMENT - The above fees are due and payable prior to service connection.

EFFECTIVE DATE -
TYPE OF FILING - GRANDFATHER

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER _____
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC

WATER TARIFF

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BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER _____
TITLE

NAME OF COMPANY NEW RIVER RANCH, L.C

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Phone Number:

Invoice No.

Date:

Sold To:

Ship To:

Order Date:

Ship Date:

Terms:

Date:

<u>Item#</u>	<u>Ordered</u>	<u>Shipped</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
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BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC

WATER TARIFF

APPLICATION FOR WATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

City State Zip

Service Address _____

City State Zip

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

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

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

Signature

Date

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER _____
TITLE

NAME OF COMPANY NEW RIVER UTILITIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER _____
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC

WATER TARIFF

COPY OF CUSTOMER'S BILL

Phone Number:

Invoice No.

Date:

Sold To:

Ship To:

Order Date:

Ship Date:

Terms:

Date:

<u>Item#</u>	<u>Ordered</u>	<u>Shipped</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
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BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER _____
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Sheet Number

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Service Availability Policy.....

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BOB MARGOLIS
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GENERAL MANAGER _____
TITLE

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dba RIVER RANCH

WATER TARIFF

SERVICE AVAILABILITY POLICY

- (a) When water and sewage facilities are installed, each home site with a service available shall be assessed an amount of \$650.00 based on construction cost during the later half of 1970(subject to escalation based on construction cost at the time such facilities are actually installed); this assessment is non-refundable by the utility. The installation of water and sewage facilities within 150 feet of any home site shall constitute service availability and the assessment of \$650.00 shall apply. When actual service is requested, the Company shall provide service laterals to the property line on the home site at no additional charge.
- (b) In the event the Company, its successors or assigns has precollected all or any portion of the main extension fees prior to the actual installation of utilities facilities pursuant to contract with the home site buyer, then, upon proof of payments, home site buyer will be given credit for said payments against amounts due under Part (a) above.
- (c) Main extensions to commercial, industrial, institutional and multiple family dwellings shall be made on the basis of economic feasibility of connection of each such perspective customer requesting service. The annual revenues for each such service shall be sufficient to cover the Company's expenses, depreciation, taxes(including federal income taxes) and provide a fair and reasonable return on the Company's investment, otherwise, the Company will require contributions, cash advances or minimum guarantees(a portion of which may not be used and useful to the utility or its existing customers) sufficient to enable the Company to earn a fair return on its net investment.
- (d) Whenever any structure is completed where the Company's facilities are available as defined under Part (a) above, and the connection of water and sewage facilities of said structure with those of the Company are required, then service charges will apply at the time connection is made. In the event of refusal to connect on the part of the owner of any structure, then within thirty(30) days after notice in writing by the Company to connect, minimum monthly charges for each service available will be assessed.
- (e) In the event water service only or sewer service only is made available, the assessment under Part (a) above shall be prorated according to the ratio of the installation cost to make that single service available to the installation cost of combined water and sewer service at the time of installation.
- (f) Whenever water or sewer service is made available to a home site, a maintenance fee to be included in the Company's revenue may apply from such time until a structure is erected and connected to water and sewage facilities of the Company. Upon such connection and assumption of payment of water and sewage service charges, said maintenance fee will be discontinued. Such maintenance fee, if assessed, shall be determined on the basis of the annual fixed charges of the Company for items such as but not limited to repairs, maintenance expenses, taxes and depreciation, which may be estimated if not known, and which will be filed with the Commission each year. Where allocations are required, they are to be made on a rational and reasonable basis.

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TITLE

WASTEWATER TARIFF

NEW RIVER RANCH, LC
dba RIVER RANCH
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

NEW RIVER RANCH, LC
dba RIVER RANCH
NAME OF COMPANY

3200 RIVER RANCH RD.

P.O. BOX 30030

RIVER RANCH, FLORIDA 33867
(ADDRESS OF COMPANY)

(941)692-1321

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WASTEWATER TARIFF

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WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - POLK

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type
ORIGINAL

(Continued to Sheet No. 3.1)

BOB MARGOLIS
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GENERAL MANAGER
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dba RIVER RANCH

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(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All of Sections 10, 15, 22, 23 and E ½ of Section 26, that part of Sections 11, 14, 24, 25, 36, lying west of proposed Kissimmee Canal 38, all being in Township 31S, Range 31E.

That part of Section 31, Township 31S, Range 32E lying west of proposed Kissimmee Canal 38.

The E ½ of Section 1, Township 32S, Range 31E.

That part of Section 6, Township 32S, Range 32E lying west of proposed Kissimmee Canal 38.

All of Section 7, Township 32S, Range 32E, lying west of proposed Kissimmee Canal 38, less the SW 1/4.

That part of Section 8, Township 32S, Range 32E lying west of proposed Kissimmee Canal 38.

The NE 1/4 of Section 18, Township 32S, Range 32E.

That part of Sections 17, 20, 28, 29, 33, lying west of proposed Kissimmee Canal 38, and all of Sections 30, 31, 32, all being in Township 32S, Range 32E.

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COMMUNITIES SERVED LISTING

County Name	Development Name	RateSchedule(s) Available	Sheet No.
Polk	Long Hammock, Phase One	Multiple Dwelling Service	19
Polk	River Ranch Shores, Unit One	Multiple Dwelling Service	19
Polk	River Ranch Inn and Cottages, Phase One	Multiple Dwelling Service	19
Polk	River Ranch Inn and Cottages, Phase Two	Multiple Dwelling Service	19
Polk	River Ranch RV Resort, Phase Two - RV Lots	Multiple Dwelling Service	19
Polk	River Ranch RV Resort, Phase Three - RV Lots, Replat	Multiple Dwelling Service	19
Polk	River Ranch RV Resort, Phase Four - RV Lots	Multiple Dwelling Service	19
Polk	River Ranch RV Resort, Phase V-A - RV Lots	Multiple Dwelling Service	19

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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 wastewater collected and treated 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 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"** - shall refer to NEW RIVER RANCH, LC.
- 6.0 **"CUSTOMER"** - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 **"CUSTOMER'S INSTALLATION"** - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature 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 wastewater 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 wastewater service through individual services or through other mains.
- 9.0 **"POINT OF DELIVERY"** - For wastewater systems, "point of delivery" shall mean 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 wastewater service which is applied to the customer's water 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.

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GENERAL MANAGER
TITLE

(Continued to Sheet No. 5.1)

ORIGINAL SHEET NO. 5.1

NAME OF COMPANY **NEW RIVER RANCH, LC**
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WASTEWATER 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 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 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.

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GENERAL MANAGER
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(Continued from Sheet No. 6.0)

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WASTEWATER TARIFF

RULES AND REGULATIONS

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

The Company shall provide wastewater service to all customers requiring such service within its certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes. In the event that a portion of these Rules and Regulations is declared void or unconstitutional for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of these rules and regulations for water service unless such court or decision shall so direct.

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. Wastewater service shall be furnished only upon signed application that is accepted by the Company, and the conditions of such application or agreement are binding upon the Customer as well as upon the Company.

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

It shall be understood that there is no obligation on the part of the Company to render sewer service other than that which is available from its existing Sewage Treatment Facilities and distribution equipment and sewer lines.

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

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6.0 EXTENSIONS - The Company will make such extensions to its existing facilities as may be required by one or more Customers provided the revenues to be derived therefrom shall be sufficient to afford fair and reasonable return on the cost of providing and rendering the sewer service. Otherwise, the Company will require from the Customer prepayments, cash advances, minimum guarantees, service guarantees, contribution in aid of construction, or other arrangements with the Customer, whereby the Company will be enabled to earn a fair and reasonable return on the cost of providing and rendering the required sewer service.

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 furnished to the Customer shall be for the Customer's own use and wastewater shall be received directly from the Customer into the Company's main sewer 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 said adjacent property be owned by him.

In case of such unauthorized extension, sale, or disposition of service, the customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, enemies of the United States, wars, the 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 - 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 Customer agrees further to keep all pipes, plumbing and fixtures in repair and to promptly stop all leaks on his premises. 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

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(Continued from Sheet No. 8.0)

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 or 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 permit no one but the Company's agents, or persons authorized by law, to have access to the Company's pipes and apparatus. . 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.

13.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property for the installation, maintenance, inspection and/or removal of the Company's property in addition to reading meters and other purposes incidental in performance or termination of the Company's agreement with the Customer, and in such performance shall not be held liable by the Customer for trespass. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

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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 deemed necessary by the Company for the rendering of wastewater service.

15.0 **CUSTOMER BILLING** - Bills for wastewater service shall be rendered to Customers monthly. Bills are due when rendered and shall be considered as received by Customer when delivered or mailed to wastewater service address or some other address mutually agreeable to both the Customer and the Company; however, the Company shall not consider the Customer delinquent in paying his or her bill until the twenty-first(21st) day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the 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, wastewater service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.

Service will be resumed only upon payment of all past-due bills and penalties, together with a charge of \$15.00 for a reconnection fee. There shall be no liability of any kind against the Company by reason of discontinuance of wastewater service to the Customer for failure of the Customer to pay his/her bills on time.

No partial payment of any bill rendered will be accepted by the Company, except by agreement with the Company, or by order of the Commission.

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 **VACATION SERVICE** - Customers who wish to temporarily disconnect service may pay a \$6.00 "stand-by" fee for each service rendered, at which time service will be discontinued for a period not to exceed six(6) consecutive months. There is no further charge for service during the six-month hiatus. At the end of said six(6) months, the Customer must resume paying the minimum monthly bill. In the event reconnection of service is not requested within twelve months from the

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date of temporary discontinuance, service will be terminated in accordance with Rule 25-30.325, Florida Administrative Code and monthly charges shall no longer apply. Customers having services terminated thus who wish restoration of said service shall complete and execute a new application for service. A Customer may receive "stand-by" service once during any twelve(12) month period.

18.1 **TEMPORARY DISCONNECTION/RECONNECTION OF SERVICE** - Customers who wish to temporarily disconnect service for more than thirty(30) days, for reasons other than Customer's request for "VACATION SERVICE," restoral of service will be made upon payment of two(2) months minimum charge plus a reconnection fee which shall not exceed \$15.00.

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

19.0 **TAX CLAUSE** - Rates and/or charges may be increased or a surcharge added in the amount of the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect January 1, 1997, which are assessed on the basis of meters or customers or the price of or revenues from the water sold.

20.0 **CHANGE OF OCCUPANCY** - When 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, who will be held responsible for all wastewater service used on the premises until such written notice is so received and the Company has had reasonable time to discontinue wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. Customer's deposit may be transferred from one service location to another, providing both locations are within the franchise territory or service area of the Company. The Customer's deposit may not be transferred from one name to another.

For the convenience of its Customers, the Company will accept telephone orders to discontinue or transfer wastewater service and will use all reasonable diligence in the execution thereof; however, oral communications may not be deemed binding or formal notification to the Company.

21.0 **UNAUTHORIZED CONNECTIONS - WASTEWATER** - Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.

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(Continued from Sheet No. 11.0)

22.0 ADJUSTMENT OF BILLS - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.

23.0 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.

24.0 EVIDENCE OF CONSUMPTION - When a flat rate is charged for sanitary sewer service, the initiation, continuation or resumption of water service to the premises shall constitute the initiation, continuation or resumption of wastewater service to the premises, regardless of occupation.

25.0 IMPROPER WASTE OR EXCESSIVE USE OF SEWER SERVICE- The following requirements for the use of the sanitary sewer system shall be observed. Violation of these requirements will result in the discontinuance of service to the Customer.

A. No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof run-off, sub-surface drainage, cooling water or unpolluted industrial process waters to any of the Company's mains.

B. No person shall discharge or cause to be discharged any of the following described waters or wastes to the Company's mains.

(1) Any liquid or vapor having a temperature higher than 150 degrees F.

(2) Any water or waste which may contain more than 100 parts per million, by weight, of fat or oil or grease.

(3) Any water or waste which may contain more than 25 parts per million, by weight, of soluble oils.

(4) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

(5) Any garbage that has not been properly shredded.

(6) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works.

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(Continued from Sheet No. 12.0)

(7) Any waters or wastes having a pH lower than 5.0 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.

(8) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or to animals, or create any hazard in the receiving waters of the sewage treatment plant.

(9) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage disposal plant.

(10) Any noxious or malodorous gas or substance capable of creating a public nuisance.

C. Grease, oil and sand interceptors shall be provided and installed by the Customer when, in the opinion of the Company, they are necessary for the proper handling of liquid wastes containing grease in excessive amount, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Company and shall be located as to be readily and easily accessible for cleaning and inspection.

Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, water tight, and equipped with easily removable covers which when bolted in place shall be gas tight and water tight.

D. Where installed, all grease, oil and sand interceptors shall be maintained by the Customer, at his expense, in continuously efficient operation at all times.

E. The admission into the sanitary sewer system of any waters or waste having (a) a 5-day Biochemical Oxygen Demand greater than 400 parts per million by weight, or (b) containing more than 450 parts per million by weight of suspended solids, or (c) containing any quantity of substances having the characteristics described in Rule 34, Paragraph B, and (d) having an average daily flow greater than 2% of the average daily sewage flow of the system, shall be subject to the review and approval of the Company. Where necessary in the opinion of the Company, the Customer shall provide at his expense such preliminary treatment as may be necessary to (a) reduce the Biochemical Oxygen Demand to 400 parts per million and the suspended solids to 450 parts per million by weight, or (b) reduce objectionable characteristics or constituents to within the maximum limits provided for in Rule 34, Paragraph B, or (c) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for approval of the Company and of the Water Pollution Board, and no construction of such

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(Continued from Sheet No. 13.0)

facilities shall be commenced until said approval is obtained in writing.

F. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Customer at his expense.

G. When required by the Company, the Customer sewer service carrying industrial wastes shall include a suitable control manhole in the Customer sewer service to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Company. The manhole shall be installed by the Customer at his expense, and shall be maintained by him so as to be safe and accessible at all times.

H. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in Paragraphs B and E shall be determined in accordance with "Standard Methods of Analyses of Water, Sewage and Industrial Wastes" as published by the American Public Health Association and shall be determined at the control manhole provided for in Paragraph G, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the Company main sewer to the point at which the Customer service is connected.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER _____
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH
WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	16
General Service, GS	18
Miscellaneous Service Charges	21
Multiple Dwelling Service,MDS	19
Residential Service, RS	17
Tapping Fees.....	20

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER _____
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
 dba RIVER RANCH
WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company will 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 greater of \$15.00 or an amount necessary to cover charges for service for three(3) billing periods.

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 December 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.

REFUND OF DEPOSIT WHEN SERVICE IS DISCONTINUED - Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the Customer, but in no event later than fifteen(15) days after service discontinuation.

EFFECTIVE DATE -

TYPE OF FILING - GRANDFATHER

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH
WASTEWATER TARIFF

RESIDENTIAL SERVICE

AVAILABILITY- Wastewater service, in accordance with this Rate Schedule is available throughout the Company's franchise area in Polk County, Florida.

APPLICABILITY - This rate schedule is applicable to Individual family residences also, sewer service is available under this schedule to multiple family structures, state-licensed mobile home parks and mobile home subdivisions where separate service connections and meter is installed for each family unit supplied with water service. Each such family will be separately billed.

LIMITATIONS - Subject to all Rules and Regulations of the Company and to the provisions of the franchise as granted by the Commission.

RATE - A flat rate of \$6.00 per month.

TERMS OF PAYMENT - Bills are due and payable when rendered. Bills shall be considered delinquent if not paid after twenty-one(21) days and service may be discontinued after five(5) days written notice.

ADDITIONAL CLAUSES - Water and Sewer charges are billed concurrently and payment for wastewater service only is not acceptable to the Company without concurrent or simultaneous payment of the sewer charge. Non receipt of payment for total charges may result in discontinuance of service thereof.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS - Wastewater service

AVAILABILITY- Wastewater service, in accordance with this Rate Schedule is available throughout the Company's franchise area in Polk County, Florida.

APPLICABILITY - This rate schedule is applicable to any customer for which no other rate schedule applies. Wastewater service is available under this schedule to multiple-family structures, state licensed mobile home parks and mobile home subdivisions where separate service connection and meter is installed for each family unit. Each such family unit will be individually metered and separate bills rendered.

LIMITATIONS - Subject to all Rules and Regulations of the Company and to the provisions of the franchise as granted by the Commission.

RATE - A charge equal to one hundred percent of the monthly water bill for services rendered in the same month for which sewer service is being rendered. Where water service is rendered by others, the water supply meter of the customer will be read monthly and the Company will apply its applicable water rates to determine the sewer charge in accordance with the preceding sentence. No temporary discontinuance of service will be allowed to sewer...only service unless by specific consent

Minimum Monthly Charge -- \$6.00

TERMS OF PAYMENT - Bills are due and payable when rendered. Bills shall be considered delinquent if not paid after twenty-one(21) days and service may be discontinued after five(5) days written notice.

ADDITIONAL CLAUSES - Water and Sewer charges are billed concurrently and payment for wastewater service only is not acceptable to the Company without concurrent or simultaneous payment of the sewer charge. Non receipt of payment for total charges may result in discontinuance of service thereof.

EFFECTIVE DATE -

TYPE OF FILING - GRANDFATHER

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WASTEWATER TARIFF

MULTIPLE DWELLING SERVICE

RATE SCHEDULE MDS - Wastewater service

AVAILABILITY- Wastewater service, in accordance with this Rate Schedule is available to all residential customers in multiple dwelling structures, state-licensed mobile home parks and mobile home subdivisions throughout the Company's franchise area in Polk County, Florida.

APPLICABILITY - This rate schedule is applicable to all residential customers in multiple dwelling structures, state licensed mobile home parks and mobile home subdivisions.

DEFINITION - A multiple dwelling structure, state licensed mobile home parks or mobile home subdivision is defined as a structure or park containing more than one dwelling unit, regardless of the form of ownership.

LIMITATIONS - Subject to all Rules and Regulations of the Company and to the provisions of the franchise as granted by the Commission.

RATE - Minimum monthly charge equal to 75% of the effective Minimum Residential Charge for each unit. Public washing areas, pool facilities and other external usages of water shall be separately metered and billed in accordance with the water rate schedule then in effect.

Public washing areas and other external uses of sewer shall be billed separately in accordance with the provisions of sewer rate schedule applicable to General Service based upon the water consumed for such external use.

TEMPORARY DISCONNECT - Upon application by the customer and when physically possible for the Company to seal off service to a particular vacant unit of a multiple dwelling structure, state-licensed mobile home park or mobile home subdivision, by means of a valve or other acceptable device, the obligation of paying for service to that unit shall be released upon installation of the Company's seal for as long as the Company's seal on such device remains unbroken. Said device shall be installed at the expense of the Customer and shall further be readily assessable at all times to the Company's representatives. In such cases, the Company's service charge for temporary disconnect will apply.

TERMS OF PAYMENT - Bills are due and payable when rendered. Bills shall be considered delinquent if not paid after twenty-one(21) days and service may be discontinued after five(5) days written notice.

ADDITIONAL CLAUSES - Water and Sewer charges are billed concurrently and payment for wastewater service only is not acceptable to the Company without concurrent or simultaneous payment of the sewer charge. Non receipt of payment for total charges may result in discontinuance of service thereof.

EFFECTIVE DATE -

TYPE OF FILING - GRANDFATHER

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WASTEWATER TARIFF

SCHEDULE OF TAPPING FEES

SEWER

Availability - Available throughout the area franchised in Polk County, Florida.

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

Rate - Service connections will made directly from the main to the nearest property line without fronting another property. The following tapping fees for regular standard service shall be paid by the applicant to the Company before connection is made by the Company.

Per Customer:\$ 40.00

Terms of Payment - The above fees are due and payable prior to service connection.

EFFECTIVE DATE -

TYPE OF FILING - GRANDFATHER

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH
WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

INITIAL CONNECTION - This charge 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>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE -

TYPE OF FILING - GRANDFATHER

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	24.0
COPY OF CUSTOMER'S BILL	25.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT.....	23.0

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Phone Number:
Date:

Invoice No.

Sold To:

Ship To:

Order Date: Ship Date:

Terms:

Date:

<u>Item#</u>	<u>Ordered</u>	<u>Shipped</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
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BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

Name _____

Telephone Number _____

Billing Address _____

City

State

Zip

Service Address _____

City

State

Zip

Date service should begin _____

Service requested:
Both _____

Water _____ Wastewater _____

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

1. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The customer agrees to abide by all existing Company rules and regulations as contained in the tariff.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, **written**) notice within 14 days prior to the date the customer desires to terminate service.

Signature

Date

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER _____
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Phone Number:

Invoice No.

Date:

Sold To:

Ship To:

Order Date:

Ship Date:

Terms:

Date:

<u>Item#</u>	<u>Ordered</u>	<u>Shipped</u>	<u>Item</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
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BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY NEW RIVER RANCH, LC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	27.0
Service Availability Policy.....	27.0

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

NAME OF COMPANY **NEW RIVER RANCH, LC**
dba RIVER RANCH

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

(a) When water and sewage facilities are installed, each home site with a service available shall be assessed an amount of \$650.00 based on construction cost during the later half of 1970(subject to escalation based on construction cost at the time such facilities are actually installed); this assessment is non-refundable by the utility. The installation of water and sewage facilities within 150 feet of any home site shall constitute service availability and the assessment of \$650.00 shall apply. When actual service is requested, the Company shall provide service laterals to the property line on the home site at no additional charge.

(b) In the event the Company, its successors or assigns has precollected all or any portion of the main extension fees prior to the actual installation of utilities facilities pursuant to contract with the home site buyer, then, upon proof of payments, home site buyer will be given credit for said payments against amounts due under Part (a) above.

(c) Main extensions to commercial, industrial, institutional and multiple family dwellings shall be made on the basis of economic feasibility of connection of each such perspective customer requesting service. The annual revenues for each such service shall be sufficient to cover the Company's expenses, depreciation, taxes(including federal income taxes) and provide a fair and reasonable return on the Company's investment, otherwise, the Company will require contributions, cash advances or minimum guarantees(a portion of which may not be used and useful to the utility or its existing customers) sufficient to enable the Company to earn a fair return on its net investment.

(d) Whenever any structure is completed where the Company's facilities are available as defined under Part (a) above, and the connection of water and sewage facilities of said structure with those of the Company are required, then service charges will apply at the time connection is made. In the event of refusal to connect on the part of the owner of any structure, then within thirty(30) days after notice in writing by the Company to connect, minimum monthly charges for each service available will be assessed.

(e) In the event water service only or sewer service only is made available, the assessment under Part (a) above shall be prorated according to the ratio of the installation cost to make that single service available to the installation cost of combined water and sewer service at the time of installation.

(f) Whenever water or sewer service is made available to a home site, a maintenance fee to be included in the Company's revenue may apply from such time until a structure is erected and connected to water and sewage facilities of the Company. Upon such connection and assumption of payment of water and sewage service charges, said maintenance fee will be discontinued. Such maintenance fee, if assessed, shall be determined on the basis of the annual fixed charges of the Company for items such as but not limited to repairs, maintenance expenses, taxes and depreciation, which may be estimated if not known, and which will be filed with the Commission each year. Where allocations are required, they are to be made on a rational and reasonable basis.

BOB MARGOLIS
ISSUING OFFICER

GENERAL MANAGER
TITLE

**APPLICATION FOR GRANDFATHER
CERTIFICATE**

**Pursuant
to
Section 367.171,
Florida Statutes**

**Part IV TERRITORY DESCRIPTION AND MAPS
SUBSECTION A) TERRITORY DESCRIPTION:**

EXHIBIT G

DESCRIPTION OF TERRITORY SERVED

**All of Sections 10, 15, 22, 23 and E ½ of Section 26, that part of Sections 11, 14, 24, 25, 36,
lying west of proposed Kissimmee Canal 38, all being in Township 31S, Range 31E.**

That part of Section 31, Township 31S, Range 32E lying west of proposed Kissimmee Canal 38.

The E ½ of Section 1, Township 32S, Range 31E.

That part of Section 6, Township 32S, Range 32E lying west of proposed Kissimmee Canal 38.

**All of Section 7, Township 32S, Range 32E, lying west of proposed Kissimmee Canal 38, less
the SW 1/4.**

That part of Section 8, Township 32S, Range 32E lying west of proposed Kissimmee Canal 38.

The NE 1/4 of Section 18, Township 32S, Range 32E.

**That part of Sections 17, 20, 28, 29, 33, lying west of proposed Kissimmee Canal 38, and all of
Sections 30, 31, 32, all being in Township 32S, Range 32E.**

All of described territory lying in Polk County, Florida.

STATE OF FLORIDA



OFFICE OF COMMISSION CLERK
ANN COLE
COMMISSION CLERK

Public Service Commission

Maps

Docket No. : 971185-WS

Docket Title: Application for original certificates for an existing utility providing water and wastewater service in Polk County by New River Ranch, L.C. d/b/a River Ranch.

DN 09215-97: NEW RIVER RANCH, LC D/B/A RIVER RANCH [RIVER RANCH] (MARGOLIS) -APPLICATION FOR GRANDFATHER CERTIFICATE TO PROVIDE WATER AND WASTEWATER SERVICE IN POLK COUNTY. [MAP IS NOT IN PDF FORMAT]

[CLK NOTE: MAP PORTION OF EXHIBIT H CAN BE FOUND IN MAPS MICROFILM.]

Doc #09215-97

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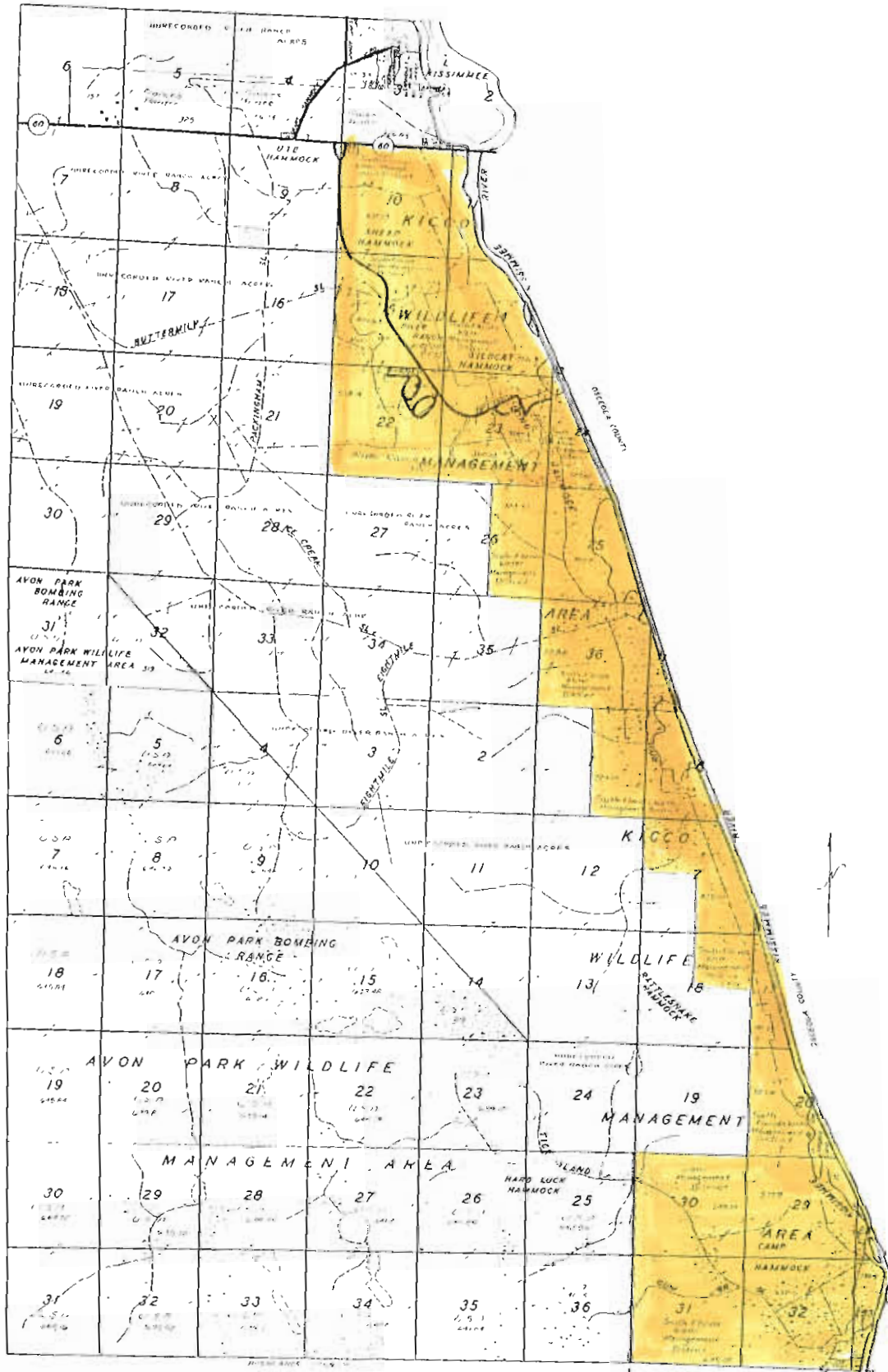
**GRANDFATHER CERTIFICATION APPLICATION
(Pursuant to Section 367.171, Florida Statutes)**

for

**NEW RIVER RANCH, LC
dba River Ranch**

EXHIBIT I

**Reduced Scale Territory Map
for
Reference to Exhibit H**



R 31 C — R 32 E

Bob Margolis, GM

GRANDFATHER CERTIFICATION APPLICATION
New River Ranch, L.C.
EXHIBIT I
REDUCED SCALE TERRITORY MAP
FOR REFERENCE TO EXHIBIT H

No.	DATE	Appr	REVISION
0	08/14/97	Y	Reviewed by Travis Colar
1			
2			
3			
4			
5			
6			

NOT VALID
UNLESS SEALED