

ORIGINAL

**Rhema Business Services, Inc.**

1344 Vickers Drive  
Tallahassee, FL 32303-5041

(904) 562-9886  
(904) 562-9887 FAX

December 31, 1997

971670

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

Re: Docket No. 971670 -WU, Application of VENTURE ASSOCIATES  
UTILITIES CORPORATION for Transfer of Part of Certificate  
No. 488-W in Marion County, Florida

Gentlemen:

Enclosed are the original and five (5) copies of the referenced application with Exhibits I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XV and XVIII, and the original and two copies of Exhibits XVI and XVII. Also enclosed is a check in the amount of \$1,500.00 in payment of the appropriate filing fee. Exhibits XII, XIII, and XIV, regarding notices of the application, will be late filed.

Please direct any questions concerning this application to me at 562-9886.

Sincerely,

**RHEMA BUSINESS SERVICES, INC.**




Norman F. Mears  
President

Hand deliver  
Enclosures

cc: Joseph C. Price  
Jon H. Kurtz (2)

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:



RECEIVED & FILED

EPSC-RECORDS & REPORTING

DOCUMENT NUMBER-DATE

13303 DEC 31 5

EPSC-RECORDS/REPORTING

ORIGINAL

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, 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 the sale,  
assignment or transfer of part of Water Certificate No. 488-W  
and/or Wastewater Certificate No. N/A or facilities in Marion  
County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

VENTURE ASSOCIATES UTILITIES CORPORATION

Name of utility

(352) 732-8662

Phone No.

(352) 732-5494

Fax No.

2661 Northwest 60 Avenue

Office street address

Ocala, Florida 34482

City

State

Zip Code

N/A

Mailing address if different from street address

N/A

Internet address if applicable

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

Norman F. Mears  
Rhema Business Services, Inc. (800) 562-9886  
Name Phone No.

1344 Vickers Drive  
Street address

Tallahassee, Florida 32303  
City State Zip Code

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

PALM CAY UTILITIES, INC.  
Name of utility

(352) 854-0408 (352) 854-0086  
Phone No. Fax No.

8888 Southwest State Road 200  
Office street address

Ocala, Florida 34481  
City State Zip Code

N/A  
Mailing address if different from street address

N/A  
Internet address if applicable

- D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole-Proprietorship

Other: \_\_\_\_\_  
(specify)

- E) The date and state of incorporation or organization of the buyer:

January 1998 Florida

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

Jon M. Kurtz, President

8888 Southwest State Road 200, Ocala, Florida

Kay Osborne Kurtz, Secretary

8888 Southwest State Road 200, Ocala, Florida

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

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit I - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.
- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

N/A

C) Exhibit II - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities. Exhibit III
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

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

E) Exhibit V - A statement describing the financing of the purchase.

F) Exhibit VI - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

G) Exhibit VII - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. N/A Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit VIII - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

Ginny C. Fischer (352) 732-866  
Name Phone No.

2661 Northwest 60 Avenue  
Street address

Ocala, Florida 34482  
City State Zip Code

- J) Exhibit IX - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purpose of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.
- K) Exhibit X - A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.
- L) Exhibit XI - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP)

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

### PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit XII - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit XIII - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit XIV - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.



PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$1,500 (for water) and N/A (for wastewater)

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

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

PART V OTHER

- A) Exhibit XV - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where 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) Exhibits XVI and XVII - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. Sample tariff(s) are attached.
- C) Exhibit XVIII - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).



PART VI AFFIDAVIT

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

BY:

  
Applicant's Signature

Arthur F. Tait, Jr.  
Applicant's Name (Typed)

Executive Vice President  
Applicant's Title\*

Subscribed and sworn to before me this 24th  
of December 1997.

Betty D. Calloway  
Notary Public, State of Florida  
My comm. expires March 23, 1999  
Comm. No. CC 448016

  
Notary Public

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

VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
Statement Indicating How the Transfer Is In The Public Interest

The transfer of the Palm Cay water system to Palm Cay Utilities, Inc. is in the public interest because Jon M. and Kay Osborne Kurtz, stockholders of Palm Cay Utilities, Inc., have a vested interest in the service area, and Venture Associates Utilities Corporation is no longer interested in providing service to the area. Mr. and Mrs. Kurtz own K-4 Ventures, Inc. which currently owns the infrastructure in the Palm Cay community. K-4 Ventures, Inc. monitors the recreational facilities, common areas, roads, and DRA's, and provides trash pickup and guard services to the community. Palm Cay Utilities, Inc. is accordingly committed to supplying consistent, quality water service. K-4 Ventures, Inc. currently maintains an office in the service area. Palm Cay Utilities, Inc. will share that office, making the utility company easily accessible to the residents.

Jon M. Kurtz holds a finance degree from Babson College, and a masters degree in business from the University of South Florida. He was an accountant for Jack Eckerd Corporation and Honeywell before entering banking in 1975. Mr. Kurtz has been with Sun Trust Bank for fourteen years. He is executive vice president of the Sun Trust Bank of North Central Florida, supervising 85 people.

Palm Cay Utilities is acquiring the services of Jim Noe, who is intimately familiar with the operation of the Palm Cay water system, having worked for Venture Associates Utilities Corporation as manager of the Palm Cay water system for approximately nine years. Palm Cay shall also continue all current Venture Associates Utilities contracts for certified operator, water testing, and administrative and regulatory services. Palm Cay Utilities accordingly possesses the expertise and experience to provide quality water service to the Palm Cay residents.

Jon M. and Kay Osborne Kurtz, Palm Cay Utilities stockholders possess the financial strength and reserves to provide water service to the Palm Cay community as evidenced by their accompanying financial statement.

Palm Cay Utilities, Inc. will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

Personal Financial Statement  
Jon & Kay Kurtz  
8/25/97

Cash

Checking	\$ 2,000	
K-4 Checking	\$16,000	
K-4 Savings	\$45,000	
K-4 Road checking	\$10,000	
K-4 Road Savings	\$28,000	
Property Account	\$ 4,500	
		<u>\$ 105,500</u>

Liquid Assets

Savings Bonds	\$ 1,000	
SunTrust Trust Acct.	\$265,000	
Vested Option	\$115,200	
		<u>\$ 381,200</u>

Pension

401 K	\$ 71,000	
IRA-Jon	\$125,000	
IRA-Kay	\$ 52,000	
		<u>\$ 248,000</u>

Real Estate \$2,470,000

Cars (4) \$ 40,000

Personal Property \$ 75,000

Total Assets \$3,319,700

R. E. Mortgage \$1,397,381

Net Worth \$1,922,319



VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
Contract for Purchase and Sale and  
Disposition of Customer Deposits

The contract for purchase and sale follows. Venture Associates Utilities Corporation will transfer all customer deposits to Palm Cay Utilities, Inc. at closing. Interest on customer deposits will be pro rated.

Exhibit II

## CONTRACT FOR PURCHASE AND SALE

Venture Associates Utilities Corporation (Seller) and Palm Cay Utilities, Inc. or its Assignee (Buyer) on this 15 day of Dec, 1997 agree as follows:

1. The property which is the subject of this contract is the water utility in Palm Cay subdivision and all of its related equipment, easement, rights of way and well sites.

2. The purchase price shall be \$135,000.00 paid in the following manner:

(a) \$100,000.00 paid in cash at the closing.

(b) Seller holding a \$35,000.00 purchase money second mortgage. The Promissory Note, which will be secured by the purchase money second mortgage, will bear interest at the same rate as the Note secured by the first mortgage for bank financing as provided in paragraph 3 (a). The Promissory Note will be amortized over ten years with monthly payments of principal and interest set at an amount which will pay the Note in full over ten years but the balance due on the Note at the end of sixty months, shall be due and payable not later than the end of the sixty-first month after the date of closing. Buyer may pre-pay the Note at any time without penalty.

3. The obligation of the Buyer to close the sale contemplated by this contract shall be conditioned upon the occurrence of all of the following conditions:

(a) Buyer obtaining bank financing in an amount of not less than \$100,000.00 with all terms of the financing acceptable to

the Buyer.

(b) Seller obtaining approval of all necessary regulatory agencies for the purchase of the property, which is the subject of this contract.

(c) Buyer approval of all existing contracts concerning the water utility and appropriate assignment of these contracts by Seller to the Buyer.

(d) Buyer approval of the title to all assets to be transferred including Seller furnishing an appropriate title insurance commitment for all real property and Seller furnishing appropriate documentation that all personal property to be sold to be free of all liens.

(e) Certificate by a qualified engineer selected by Buyer, that, immediately prior to closing, the water system is operating at industry wide standards and in accordance with all applicable governmental standards.

In the event any of these conditions are not met to Buyer's satisfaction, this contract may be canceled by the Buyer.

4. At least ten (10) days before the closing date, Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney, a title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the Deed to Buyer, and Owners Policy of title insurance in the amount of \$\_\_\_\_\_ insuring Buyers title to the real property subject only to liens, encumbrances, exceptions or qualifications specifically listed in this contract which shall be discharged by Seller at or

before closing. Seller shall convey marketable title to the Buyer subject only to liens, encumbrances, exceptions or qualifications specified in this contract. After the closing, Seller shall deliver to Buyer an Owners Policy of title insurance.

5. This transaction shall be closed and the Deed and other documents of title and other appropriate closing papers delivered on January 31, 1998 unless extended by other provisions of this contract or extended by Buyer and Seller in writing.

6. Buyer shall take title to the property covered by this Contract subject to the Marion County Comprehensive Plan, applicable zoning, and all restrictions of record for the Palm Cay subdivision and any public utility or governmental easements of record and taxes for the year 1997 and subsequent years. Seller warrants that the Comprehensive Plan for Marion County, the zoning on the property, and the restrictions of the Palm Cay subdivision, allow for the operation of the water utility without additional approvals other than as specified elsewhere in this contract.

7. Seller warrants that there are no parties in occupancy of the property to be sold other than the Seller. Seller shall deliver occupancy of the property to the Buyer at the time of closing. Buyer assumes all risks of loss to the property from the date of occupancy. Seller shall allow Buyer unlimited access to the property so that Buyer may do all things necessary to satisfy all conditions of closing and to satisfy itself that all property is in good working order and free of defects. Buyer shall be deemed to have accepted property in its existing condition as of



the time of closing unless otherwise stated, in writing, to the Seller.

8. At the closing, Seller shall furnish Warranty Deeds to all real property, a Bill of Sale for all personal property, such easements as are necessary to allow for the continued operation of the water utility, assignments of all contracts for the operation of the water utility, including contracts with residents or customers, a map showing the certified service area which will include all real property adjacent to the Palm Cay entry road, and any satisfaction of liens or other encumbrances to the real property. Buyer shall furnish a closing statement, a Note and mortgage and written acknowledgments that all conditions of closing have been fulfilled.

9. Seller shall pay for title insurance, documentary stamps on the Deed and recording any corrective instruments or releases of lien. Buyer shall pay documentary stamps and intangible tax on the second mortgage, the recording of the mortgage, the recording of the Deed and any other security instruments. Taxes, assessments, rent, interest, insurance, and other expenses shall be prorated through the date of closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Any advanced payment of security deposits for water service shall be paid to Buyer and any escrow deposits transferred to Buyer at the closing, all in accordance with PSC requirements. Tax prorations

shall be based on the current years taxes with due allowance made for maximum allowable discounts. If the assessments and millage rates for the current year are not available, then taxes will be prorated based on the prior year and any tax proration based on an estimate shall, at the request of Buyer or Seller, be readjusted upon receipt of a tax bill.

10. If for any reason other than inability to deliver marketable title to real property after reasonable diligence, and the Buyer has not waived any defect in marketable title, Seller fails or refuses to close this transaction, the buyer shall be reimbursed by Seller all reasonable costs incurred by Buyer in obtaining satisfaction of all of the conditions of closing, including inspection fees and attorneys fees.

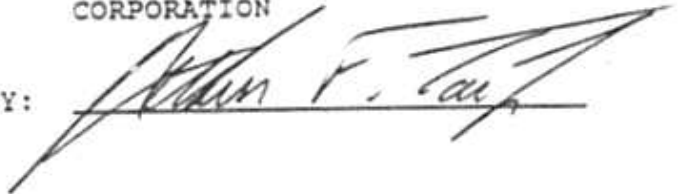
11. If for any reason other than the inability of Seller to deliver marketable title to real property after reasonable diligence and the Buyer having not waived any defect in marketable title, or a failure to complete all of the conditions outlined in Paragraph 3, the Buyer fails or refuses to close this transaction, the Seller shall be reimbursed by Buyer all reasonable costs incurred by Seller in satisfying the conditions of closing resting on the Seller, including attorneys fees and title insurance costs if any.

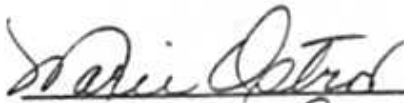
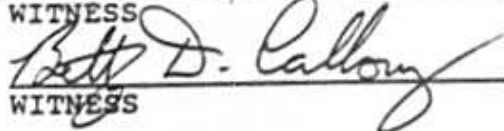
12. If any litigation arises concerning the enforcement or interpretation of this contract, the prevailing party in such litigation shall be entitled to recover all attorney fees and costs incurred in such litigation, including appeal. Before any

litigation, Buyer and Seller shall submit any dispute to mediation by a mediator certified by the Florida Supreme Court. In the event Buyer and Seller cannot agree on a mediator, the Circuit Court for Marion County shall appoint a mediator.12. All accounts receivable for water utility service accruing before the date of closing shall belong to the Seller. All accounts receivable accruing as of the date of closing and after the date of closing shall belong to Buyer. To the extent that Buyer collects any accounts receivable owned by the Seller, Buyer shall promptly remit such receipts to Seller. Any receipts from delinquent homeowners shall be applied to amounts due from such homeowners in reverse order of maturity.

VENTURE ASSOCIATES UTILITIES CORPORATION

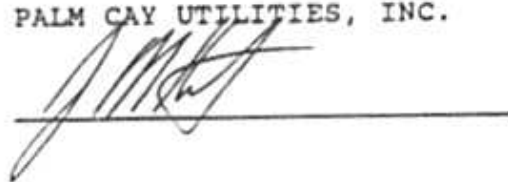
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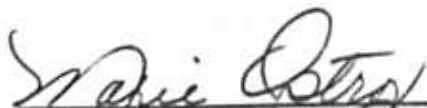
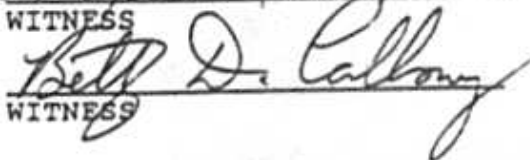


  
WITNESS  
  
WITNESS

PALM CAY UTILITIES, INC.

BY:



  
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VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
List of Assets Purchased

Organizational Expenses	\$ 65,219
Land and Land Rights	103,021
Structures and Improvements	23,215
Wells and Springs	42,753
Supply Mains	11,050
Power Generation Equipment	21,117
Pumping Equipment	33,650
Water Treatment Equipment	10,696
Distribution Reservoirs and Standpipes	22,525
Transmission and Distribution Mains	341,972
Services	70,046
Meters and Meter Installations	27,135
Other Plant and Miscellaneous Equipment	2,100

Exhibit III

VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
Statement Regarding the Disposition of  
Regulatory Assessment Fees, Fines or Refunds Owed

Regulatory assessment fees will be prorated at closing.  
There are no fines or refunds owed.

Exhibit IV

VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
Statement Describing Financing of the Purchase

The sale is financed by a loan from Amsouth Bank of Florida, Inc. in the amount of \$100,000 secured by assets of the utility, and a \$35,000 loan from Venture Associates Utilities Corporation.

Mr. and Mrs. Kurtz have substantial equity in the infrastructure of the Palm Cay community, and accordingly have a vested interest in maintaining the quality of services to the community. The level of debt financing in this transaction does not indicate in any way a lack of commitment to provision of continuous, efficient water service to the Palm Cay community.

VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
List of Entities on which Buyer Will Rely for Funding

Palm Cay Utilities, Inc. will rely on its stockholders, Jon M. and Kay Osborne Kurtz for funding. Financial statements for Mr. and Mrs. Kurtz are a part of Exhibit I.



**VENTURE ASSOCIATES UTILITIES CORPORATION**  
**Application for Transfer of Part of Certificate No. 488-W**  
**Net Book Value of the System as of the Date of Transfer**

**Please see the following Schedule of Net Book Value.**

**Exhibit VII**

**VENTURE ASSOCIATES UTILITIES CORPORATION**  
**Palm Cay Division**  
**Determination of Rate Base for Transfer**  
**Projected to January 31, 1998**

<u>Description</u>	Ledger Balance	<u>ACTIVITY FOR THE MONTH ENDED</u>			Projected Balance
	10/31/97	11/30/97	12/31/97	01/31/98	01/31/98
Utility Plant in Service	774,501				774,501
Accumulated Depreciation	166,112	1,613	1,613	1,613	170,951
Contributions in Aid of Construction	664,149				664,149
Accum. Amort. of C.I.A.C.	187,934	1,976	1,976	1,976	193,862
Rate Base for Transfer	<u>132,174</u>	<u>363</u>	<u>363</u>	<u>363</u>	<u>133,263</u>

VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
Statement of Reasons for Inclusion of an Acquisition Adjustment

The buyer is not requesting approval of an acquisition adjustment.

Exhibit VIII

VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
Books and Records of the Seller

The books and records of the seller are available for inspection by the Commission, and are adequate for the purpose of establishing the net book value of the system.

Exhibit IX

VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
Statement Regarding Acquisition of Federal Income Tax Returns

The buyer has requested and the seller has agreed to provide copies of all federal income tax returns from utility inception to the present date. The seller will provide copies of the federal income tax returns to the buyer at closing.

Exhibit X

VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
Statement of System Condition and DEP Compliance

The buyer has physically inspected the water system, spoken with Jim Noe, manager of the Palm Cay water system for Venture Associates Utilities, and has found the water system to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection.

VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
Evidence that the Utility Owns the Treatment Plant Land

Copies of recorded deeds for the two well sites serving the  
Palm Cay community follow.

Exhibit XV



This Warranty Deed Made the 28th day of July A.D. 1986

Venture Associates Corporation

hereinafter called the grantor, to Venture Associates Utilities Corporation

whose postoffice address is 8888 S.W. State Road 200, Ocala, Fl 32 '6  
hereinafter called the grantee:

(Wherever used herein the term "state" and "grantor" include all the persons in the instrument as the best legal representatives and assigns of individuals and the successors and assigns of corporations)

**Witnesseth:** That the grantor for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged hereby grants, conveys, sells, alien, releases, conveys, releases and confirms unto the grantee, all that certain land situate in County, Florida, viz: Commence at the SW corner of Section 30, Township 16 South, Range 21 East, Marion County, Florida, thence N.0°40'51"W. along the West boundary of said Section 30 a distance of 1096.97 feet to the South boundary of Palm Cay, a proposed subdivision, thence N.89°53'31"E. along the South boundary of said proposed subdivision 213.30 feet, thence N.0°39'58"E. along the East boundary of said proposed subdivision 125 feet to the Point of Beginning, thence continue N.0°39'58"E. along said East boundary 400.04 feet, thence S.89°53'31"W. 138.16 feet, thence S.0°40'51"W. along the East right-of-way line of proposed S.W. 80th Avenue 400.03 feet, thence N.89°53'51"E. 138.26 feet to the Point of Beginning.

Containing 1.27 acres, more or less.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1986.

**In Witness Whereof,** the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Venture Associates Corporation

*[Signature]*

*[Signature]* **ES ES**  
Arthur F. Tait, Jr.  
Executive Vice President

STATE OF  
COUNTY OF

SPACE BELOW FOR RECORDER USE

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

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_

This instrument prepared by:

*[Signature]*  
R. F. Tait  
11120 E. W. 27th St  
Ocala, FL 32120

Notary Public, State of Florida at Large  
My Commission Expires April 30, 1988

EXHIBIT 1

06-042473  
0533025 044  
RECORDED IN  
MARION COUNTY

RECORDED IN  
MARION COUNTY

This Warranty Deed Made and executed the 1st day of July A D 1989 by Venture Associates Corporation

a corporation existing under the laws of Florida and having its principal place of business at 8888 Southwest State Road 200, Ocala, FL 32676 hereinafter called the grantor, to Venture Associates Utilities Corporation

whose postoffice address is 8888 Southwest State Road 200, Ocala FL 32676 hereinafter called the grantee:

(Whoever uses herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00-- and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Marion County, Florida, viz:

TRACT "B" OF PALM CAY UNIT 11, AS RECORDED IN PLAT BOOK "1", PAGES 9 - 11, PUBLIC RECORDS OF MARION COUNTY, FLORIDA.



29-04070 J. Pack

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

To Have and to Hold, the same in fee simple forever.

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

(CORPORATE SEAL)

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Signed, sealed and delivered in the presence of: Audrey L. ... Katherine C. Evans

VENTURE ASSOCIATES CORPORATION By Arthur F. Tait, Jr., Vice President

STATE OF FLORIDA COUNTY OF MARION

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

well known to me to be the VICE President and ... respectively of the corporation named as grantor in the foregoing deed and that they personally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the said official therein is the true and correct seal of said corporation. WITNESS my hand and official seal in the County and State last aforesaid this 10th day of July A D 1989

This instrument prepared by: Address

Tim Haines, Esquire Green and Simmons, P.A. Post Office Box 3310 Ocala, FL 32678

Katherine C. Evans Notary Public NOTARY PUBLIC STATE OF FLORIDA MY COM. #152308 EXPIRES SEPT. 3, 1990

WATER TARIFF

Palm Cay Utilities, Inc.

Marion County

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Exhibit XVI

WATER TARIFF

**Palm Cay Utilities, Inc.**

8888 Southwest State Road 200  
Ocala, Florida 34481

Office Telephone: (352) 854-0408  
Emergency Telephone: (352) 854-0408

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Jon M. Kurtz  
President

WATER TARIFF

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Jon M. Kurtz  
President

PALM CAY UTILITIES, INC.

ORIGINAL SHEET NO. 3.0

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Marion

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number   Date issued   Docket number   \_\_\_\_\_ Type \_\_\_\_\_

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Parcels in Section 25, Township 16 South, Range 20 East:

Parcel A

Commence at the SW corner of Section 25, Township 16 South, Range 20 East, thence N  $0^{\circ}31'02''$  E along the West line of said Section 25 a distance of 1711.09 feet to a point on the Southeasterly right-of-way line of State Road No. 200, said point being 50 feet from, measured at a right angle to, the centerline of said State Road No. 200, thence N  $42^{\circ}16'04''$  E along said right-of-way line a distance of 827.90 feet to the Point of Beginning, thence continue N  $42^{\circ}16'04''$  E along said right-of-way line a distance of 170 feet to the most Westerly corner of lands described in deed recorded in Official Record Book 1044, page 1086, public records of Marion County, Florida, thence S  $47^{\circ}43'56''$  E along the Southwesterly line of said lands a distance of 300 feet, thence S  $42^{\circ}16'04''$  W parallel to said Southeasterly right-of-way line a distance of 100 feet, thence N  $47^{\circ}43'56''$  W parallel to the Southwesterly line of said lands, a distance of 300 feet to the Point of Beginning.

Parcel B

A strip of land 100 feet wide lying 50 feet on each side of the following described center line: Commence at the SW corner of Section 30, Township 16 South, Range 21 East, thence N  $0^{\circ}40'51''$  E along the west line of said Section 30 a distance of 1096.97 feet, thence S  $89^{\circ}53'31''$  W, parallel to the North line of the S 1/2 of Section 25, Township 16 South, Range 20 East, a distance of 3096.77 feet, thence N  $0^{\circ}06'29''$  W 774.31 feet to the Point of Beginning of this centerline description, thence S  $89^{\circ}53'31''$  W 874.74 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of  $42^{\circ}22'33''$  and radius of 800 feet, thence Northwesterly along the arc of said curve a distance of 591.68 feet to the P.T. of said curve, thence N  $47^{\circ}43'56''$  W 312.55 feet to a point of the Southeasterly right-of-way line of State Road No. 200, said point being 50 feet from, measured at a right angle to, the centerline of said State Road No. 200, and the end of this centerline description.

Parcel C

Commence at the SW corner of Section 25, Township 16 South, Range 20 East, thence N  $0^{\circ}31'02''$  E along the West line of said Section 25 a distance of 1711.09 feet to a point on the Southeasterly right-of-way line of State Road No. 200, said point being 50 feet from, measured at a right angle to, the centerline of said State Road No. 200, thence N  $42^{\circ}16'04''$  E along said right-of-way line a distance of 628.95 feet to the Point of Beginning, thence continue N  $42^{\circ}16'04''$  E along said right-of-way line a distance of 98.95 feet, thence S  $47^{\circ}43'56''$  E 300 feet, thence S  $42^{\circ}16'04''$  W parallel to said right-of-way line a distance of 98.95 feet, thence N  $47^{\circ}43'56''$  W 300 feet to the Point of Beginning.

(Continued to Sheet No. 3.2)

Jon M. Kurtz  
President



## WATER TARIFF

(Continued from Sheet No.3.1)

Parcel D

Commence at the SW corner of Section 25, Township 16 South, Range 20 East, thence N  $0^{\circ}31'02''$  E along the West line of said Section 25 a distance of 1711.09 feet to a point on the Southeasterly right-of-way line of State Road No. 200, said point being 50 feet from, measured at a right angle to, the centerline of said State Road No. 200, thence N  $42^{\circ}16'04''$  E along said right-of-way line a distance of 627.90 feet to the Point of Beginning, thence continue N  $42^{\circ}16'04''$  E along said right-of-way line a distance of 1.05 feet, thence S  $47^{\circ}43'56''$  E 300 feet, thence S  $42^{\circ}16'04''$  W parallel to said right-of-way line, a distance of 1.05 feet, thence N  $47^{\circ}43'56''$  W 300 feet to the Point of Beginning.

Parcel in Section 25, Township 16 South, Range 20 East, and Section 30, Township 16 South, Range 21 East:

Parcel H

Commence at the SW corner of Section 30, Township 16 South, Range 21 East, thence N  $0^{\circ}40'51''$  E along the West line of said Section 30 a distance of 1096.97 feet, thence S  $89^{\circ}53'31''$  W, parallel to the North line of the S 1/2 of Section 25, Township 16 South, Range 20 East, a distance of 413.96 feet to the Point of Beginning, thence continue S  $89^{\circ}53'31''$  W, parallel to said North line, said line also being the boundary line of lands described in deed, recorded in Official Record Book 1108, page 1542, public records of Marion County, Florida, a distance of 2682.81 feet, thence N  $0^{\circ}06'29''$  W 1548.62 feet to a point on the North line of the S 1/2 of said Section 25, thence N  $89^{\circ}53'31''$  E along said North line a distance of 2716.06 feet, thence S  $0^{\circ}40'51''$  W, parallel to the East line of said Section 25, a distance of 480 feet, thence S  $89^{\circ}53'31''$  E, parallel to the North line of the S 1/2 of said Section 25 and an Easterly projection thereof, a distance of 615.06 feet to a point on the East line of lands described in deed recorded in Official Record Book 1296, page 658, public records of Marion County, Florida, thence S  $0^{\circ}39'58''$  W along said East line a distance of 749.63 feet to the SE corner of said lands, said point also being on the North line of lands described in deed recorded in Official Record Book 1131, page 948, public records of Marion County, Florida, thence S  $89^{\circ}55'51''$  W along said North line a distance of 631.35 feet to the NW corner of said lands, thence S  $0^{\circ}04'09''$  E along the West line of said lands a distance of 319.54 feet to the Point of Beginning. Containing 106.66 acres, more or less.

(Continued to Sheet No. 3.3)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No.3.2)

Parcel in Sections 30 &amp; 31, Township 16 South, Range 21 East:

Parcel J

Begin at the SW corner of Section 30, Township 16 South, Range 21 East, thence N  $0^{\circ}40'51''$  E along the West line of said Section 30 a distance of 1096.97 feet, thence S  $89^{\circ}53'31''$  W parallel to the North line of the S 1/2 of Section 25, Township 16 South, Range 20 East, a distance of 413.96 feet, thence N  $0^{\circ}04'09''$  W, along the West line of lands described in deed recorded in Official Record Book 1131, page 948, public records of Marion County, Florida, a distance of 319.54 feet to the NW corner of said lands, thence N  $89^{\circ}55'51''$  E along the North of said lands a distance of 2031.35 feet, thence S  $0^{\circ}04'09''$  E 500 feet, thence N  $89^{\circ}55'51''$  E parallel to the North line of said lands a distance of 908 feet, thence S  $0^{\circ}45'07''$  W 2650.13 feet to a point on the boundary of lands described in deed recorded in Official Record Book 1050, page 1565, public records of Marion County, Florida, thence N  $89^{\circ}17'55''$  W along the boundary of said lands a distance of 2525 feet to a point on the West line of Section 31, Township 16 South, Range 21 East, thence N  $0^{\circ}42'17''$  E along said West line a distance of 1700.63 feet to the Point of Beginning. Containing 174.31 acres, more or less.

Parcels in Section 30, Township 16 South, Range 21 East:

Parcel K

Commence at the SW corner of Section 30, Township 16 South, Range 21 East, thence N  $0^{\circ}40'51''$  E along the West line of said Section 30 a distance of 1096.97 feet, thence S  $89^{\circ}53'31''$  W, parallel to the North line of the S 1/2 of Section 25, Township 16 South, Range 20 East, a distance of 413.96 feet, thence N  $0^{\circ}04'09''$  W, along the West line of lands described in deed recorded in Official record Book 1131, page 948, public records of Marion County, Florida, a distance of 319.54 feet to the NW corner of said lands, thence N  $89^{\circ}55'51''$  E along the North line of said lands, a distance of 2031.35 feet, thence S  $0^{\circ}04'09''$  E 120 feet to the Point of Beginning, thence continue S  $0^{\circ}04'09''$  E 80 feet, thence N  $89^{\circ}55'51''$  E, parallel to the North line of said lands, a distance of 202.93 feet, thence N  $0^{\circ}35'24''$  E 80 feet, thence S  $89^{\circ}55'51''$  W, parallel to said North line, a distance of 203.85 feet to the Point of Beginning.

(Continued to Sheet No. 3.4)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No.3.3)

Parcel 1

Commence at the SW corner of Section 30, Township 16, South, Range 21 East, thence N  $0^{\circ}40'51''$  E along the West line of said Section 30 a distance of 1096.97 feet, thence S  $89^{\circ}53'31''$  W, parallel to the North line of the S 1/2 of Section 25, Township 16 South, Range 20 East, a distance of 413.96 feet, thence N  $0^{\circ}04'09''$  W, along the West line of lands described in deed recorded in Official Record Book 1131, page 948, public records of Marion County, Florida, a distance of 319.54 feet to the NW corner of said lands, thence N  $89^{\circ}55'51''$  E along the North line of said lands, a distance of 2156.58 feet to the Point of Beginning, said point being on the South line of lands described in deed recorded in Official Record Book 1268, page 1583, public records of Marion County, Florida, Thence N  $0^{\circ}35'24''$  E parallel to the West line of said lands, a distance of 1114.77 feet to a point on the North line of said lands, said line also being the South right-of-way line of Hialeah Boulevard, as described in deed recorded in Official Record Book 977, page 446, public records of Marion County, Florida, thence S  $89^{\circ}47'34''$  E along said right-of-way line distance of 80 feet, thence S  $0^{\circ}35'24''$  W, parallel to said West line a distance of 1114.39 feet to a point on the South line of said lands, thence continue S  $0^{\circ}35'24''$  W 120.01 feet, thence S  $89^{\circ}55'51''$  W, parallel to the South line of said lands, a distance of 80 feet, thence N  $0^{\circ}35'24''$  E 120.01 feet to the Point of Beginning.

Parcel 5

Commence at the West 1/4 corner of Section 30, Township 16 South, Range 21 East, thence N  $0^{\circ}41'46''$  E along the West line of the NW 1/4 of said Section 30 a distance of 11.01 feet to a point on the South right-of-way line of Hialeah Boulevard, as described in deed recorded in Official Record Book 977, pages 446 thru 453, public records of Marion County, Florida, said point being on a curve, concaved Northeast-erly, having a central angle of  $8^{\circ}26'25''$  and a radius of 1007.77 feet, said point also being 50 feet from, measured radially to, the centerline of said Hialeah Boulevard, thence Southeasterly along the arc of said curve and along said right-of-way line a distance of 148.46 feet to the P.T. of said curve (chord bearing and distance between said points being S  $85^{\circ}25'59''$  E 148.32 feet), thence continue along said right-of-way line the following courses and distances: S  $89^{\circ}39'11''$  E 489.41 feet to the P.C. of a curve, concaved Southwesterly, having a central angle of  $11^{\circ}23'47''$  and a radius of 818.69 feet, thence Southeasterly along the arc of said curve a distance of 162.84 feet to the P.T. of said curve, thence S  $78^{\circ}15'24''$  E 360.32 feet to the P.C. of a curve, concaved Northeast-erly, having a central angle of  $11^{\circ}32'10''$  and a radius of 804.34 feet, thence Southeasterly along the arc of said curve a distance of 161.95 feet to the P.T. of said curve, thence S  $89^{\circ}47'34''$  E 228.22 feet to the Point of Beginning, thence continue S  $89^{\circ}47'34''$  E 469 feet, thence leaving said right-of-way line S  $0^{\circ}35'24''$  W 1113.45 feet to a point on the North line of lands described in deed recorded in Official Record Book 1131, page 948, public records of Marion County, Florida, thence N  $0^{\circ}35'24''$  E 1115.71 feet to the Point of Beginning. Containing 12 acres, more or less.

(Continued to Sheet No. 3.5)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No.3.4)

Parcel in Sections 30 &amp; 31, Township 16 South, Range 21 East.

Commence at the NW corner of Section 31, Township 16 South, Range 21 East, thence S  $0^{\circ}42'17''$  W along the West line of said Section 31 a distance of 1700.63 feet to a point on the boundary of lands described in deed recorded in Official Record Book 1050, page 1565, public records of Marion County, Florida, thence S  $89^{\circ}17'55''$  E along said boundary a distance of 2525 feet to the Point of Beginning, thence continue S  $89^{\circ}17'55''$  E along said boundary a distance of 1572.53 feet, thence N  $0^{\circ}42'05''$  E along said boundary a distance of 3980.83 feet to a point on the South right-of-way line of Hialeah Boulevard, as described in deed recorded in Official Record Book 977, page 446, public records of Marion County, Florida, said point also being on a curve, concaved Northeasterly, having a central angle of  $4^{\circ}16'13''$  and a radius of 868.45 feet, thence Northwesterly along the arc of said curve a distance of 64.85 feet to the NE corner of lands described in deed recorded in Official Records Book 1298, page 239, public records of Marion County, Florida (chord bearing and distance between said points being N  $78^{\circ}44'51''$  W 64.84 feet), thence S  $0^{\circ}21'51''$  W along the East line of lands a distance of 822.22 feet to the SE corner of said lands, said point also being on the North line of lands described in deed recorded in Official Record Book 1131, page 948, public records of Marion County, Florida, thence S  $89^{\circ}55'51''$  W along said North line a distance of 2426.16 feet, thence leaving said North line S  $0^{\circ}04'09''$  E 500 feet, thence N  $89^{\circ}55'51''$  E parallel to said North line a distance of 908 feet, thence S  $0^{\circ}45'07''$  W 2650.13 feet to the Point of Beginning. Containing 125.61 acres, more or less.

Jon M. Kurtz  
President

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
Marion	Palm Cay	GS, RS	14.0, 15.0

Jon M. Kurtz  
President

## WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - Palm Cay Utilities, Inc.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or otherwise.
- 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.

(Continued to Sheet No. 5.1)

Jon M. Kurtz  
President



WATER TARIFF

(Continued from Sheet No. 5.0)

- 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.
- 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 for in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains 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.

Jon M. Kurtz  
President

## WATER TARIFF

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(Continued to Sheet No. 6.1)

Jon M. Kurtz  
President



WATER TARIFF

(Continued from Sheet No. 6.0)

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Jon M. Kurtz  
President

## WATER TARIFF

RULES AND REGULATIONS

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

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

- 2.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the Company.

(Continued to Sheet No. 8.0)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No. 7.0)

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, re-metering, sale or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension, re-metering, 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.

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

- 9.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice, and shall conform with the Rules and Regulations of the Company, and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; and the Company reserves the right to discontinue or withhold water to such apparatus or device.

(Continued to Sheet No. 9.0)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No. 8.0)

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 customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

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

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

(Continued to Sheet No. 10.0)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No. 9.0)

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

15.0 CUSTOMER BILLING - Bills for water service will be rendered monthly as stated in the rate schedule.

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

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

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

16.0 DELINQUENT BILLS - When it has been determined that a customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.

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

(Continued to Sheet No. 11.0)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No. 10.0)

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code, and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.

(Continued to Sheet No. 12.0)

Jon M. Kurtz  
President



WATER TARIFF

(Continued from Sheet No. 11.0)

- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

Jon M. Kurtz  
President

WATER TARIFF

INDEX OF RATE AND CHARGES SCHEDULES

	<u>Sheet No.</u>
Customers Deposits .....	16.0
General Service, GS .....	14.0
Meter Test Deposit .....	17.0
Miscellaneous Service Charges .....	18.0
Residential Service, RS .....	15.0
Service Availability Fees and Charges .....	24.0

Jon M. Kurtz  
President



## WATER TARIFF

## GENERAL SERVICE

## RATE SCHEDULE GS

- AVAILABILITY** - Available throughout the area served by the Company.
- APPLICABILITY** - To any customer for which no other schedule applies.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	3/4x5/8"	\$ 10.61
	1"	\$ 26.52
	1 1/2"	\$ 53.03
	2"	\$ 84.85
	3"	\$169.70
	4"	\$265.16
	Consumption Charge per 1,000 gallons	\$ 1.21

- MINIMUM CHARGE** - Base Facilities Charge PER - month
- TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE** -
- TYPE OF FILING** - Transfer of Certificate

Jon M. Kurtz  
President

## WATER TARIFF

## RESIDENTIAL SERVICE

## RATE SCHEDULE RS

- AVAILABILITY** - Available throughout the area served by the Company.
- APPLICABILITY** - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	3/4x5/8"	\$ 10.61
	1"	\$ 26.52
	1 1/2"	\$ 53.03
	2"	\$ 84.85
	3"	\$169.70
	4"	\$265.16
	Consumption Charge per 1,000 gallons	\$ 1.21

- MINIMUM CHARGE** - Base Facilities Charge PER - month
- TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE** -
- TYPE OF FILING** - Transfer of Certificate

Jon M. Kurtz  
President

## WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8 x 3/4"	\$20.00	N/A
1"	20.00	N/A
1 1/2"	30.00	N/A
2"	35.00	N/A

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.

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4)(a). The Company will pay or credit accrued interest to the customers' accounts 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 twenty-three (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 twenty-three (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 twenty-three (23) months.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

Jon M. Kurtz  
President

## WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

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

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

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A customer may request a field test in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

Jon M. Kurtz  
President

## WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require 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	\$15.00
Normal Reconnection	\$15.00
Violation Reconnection	\$15.00
Premises Visit (in lieu of disconnection)	\$10.00

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

Jon M. Kurtz  
President

## WATER TARIFF

## SCHEDULE OF FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Sheet No.</u>
Main Extension Charge		
Residential-per ERC (350 gpd)	\$ 417.00	31.0
All others-per gallon	\$ 1.19	31.0
Off-site Facilities		
Refer to Rule 7.0 & 7.1	Actual Cost	31.0
Refundable Advances		
Refer to Rule 16.0	Actual Cost	35.0
Plant Capacity Charge		
Residential-per ERC (350 gpd)	\$ 300.00	29.0
All others-per gallon	\$ .86	29.0
Meter Installation Fees		
5/8" x 3/4"	\$ 75.00	33.0
1"	\$ 105.00	33.0
1 1/2"	\$ 155.00	33.0
2"	Actual Cost	33.0
Over 2"	Actual Cost	33.0
Customer Connection (Tap-in) Charge		
Refer to Rule 13.0	Actual Cost	34.0
Plan Review and Inspection Fees		
Refer to Rule 9.0	Actual Cost	32.0
Inspection Fee		
Refer to Rule 8.1	Actual Cost	32.0

EFFECTIVE DATE -TYPE OF FILING - Transfer of CertificateJon M. Kurtz  
President

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
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COPY OF CUSTOMER'S BILL .....	23.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	20.0

Jon M. Kurtz  
President

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT AND SERVICE AGREEMENT

Location \_\_\_\_\_ Account No. \_\_\_\_\_  
Received from \_\_\_\_\_  
Service Address \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Water Deposit \$ \_\_\_\_\_

This payment is to guarantee any and all indebtedness for water service which may be or may become due to Palm Cay Utilities, Inc. (hereinafter called "Utility") by said Customer. Customer agrees that this Deposit, or any portion thereof, may be applied in discharge of any indebtedness of Customer to Utility. Upon discontinuance of service covered by this Deposit and the presentation of this receipt and proper identification, Utility agrees to refund to Customer the Deposit less any amounts due Utility.

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

By the signing of this Customer's Deposit Receipt & Service Agreement, Customer recognizes and agrees to abide by all existing reasonable rules and regulations of Utility and any amendments thereto, copies of said rules and regulations and amendments thereto being available for inspection at the office of Utility.

Customer agrees that Utility, its agents or employees shall at all times have access to Utility's lines and meters and the areas where such facilities are located will be kept free of shrubbery, trees, fences, interference from pets, and other obstructions. Customer agrees that it shall hold Utility, its agents and employees harmless and Utility shall not be liable for any damage or injury alleged to have occurred through Utility, its agents or employees conducting inspections and repairs to Utility's lines and meters, whether such damage or injury shall occur to real property, persons or pets.

Customer further agrees that all bills for water charges will be paid within twenty (20) days of mailing bills. After five (5) working days written notice, Utility will have the right to disconnect service and charge a reasonable fee for reconnecting.

It is further understood and agreed that the sale of water to Customer occurs at the meter, and Utility has no responsibility relative to service or supplying water after said water passes through the meter.

\_\_\_\_\_ by: \_\_\_\_\_  
Customer Palm Cay Utilities, Inc.  
Jon M. Kurtz  
President



WATER TARIFF

APPLICATION FOR WATER SERVICE

Location \_\_\_\_\_ Account No. \_\_\_\_\_

Received from \_\_\_\_\_

Service Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Date \_\_\_\_\_ Customer \_\_\_\_\_ Customer \_\_\_\_\_

Title Holder of Property, if different:

Name \_\_\_\_\_ Address \_\_\_\_\_

SERVICE AVAILABILITY & MISCELLANEOUS SERVICE CHARGES

Plant Capacity Charge ( \_\_\_\_\_ ERCs @ \$300.00) \$ \_\_\_\_\_

Meter Installation Fee \$ \_\_\_\_\_

Main Extension Charge ( \_\_\_\_\_ ERCs @ \$417.00) \$ \_\_\_\_\_

Initial Connection \$ \_\_\_\_\_

TOTAL SERVICE AVAILABILITY & MISCELLANEOUS SERVICE CHARGES \$ \_\_\_\_\_

AGREEMENT

Palm Cay Utilities, Inc. will provide service upon payment of the charges described above in accordance with its Water Tariff approved by the Florida Public Service Commission. The tariff provides for a plant allocation of 350 gallons per day per ERC. Utility will not be obligated to provide capacity or service in excess of that allocation and may require consumers to curtail use which exceeds such allocated capacity.

Date \_\_\_\_\_ Customer's Signature \_\_\_\_\_

OFFICE USE

Payment received \$ \_\_\_\_\_ by \_\_\_\_\_

Date Service Turned On \_\_\_\_\_ Meter Reading \_\_\_\_\_

Deposit \$ \_\_\_\_\_ Meter No. \_\_\_\_\_

Deposit Date \_\_\_\_\_ Approval \_\_\_\_\_

Jon M. Kurtz  
President

APPLICATION FOR METER INSTALLATION

Location \_\_\_\_\_ Account No. \_\_\_\_\_

Received from \_\_\_\_\_

Service Address \_\_\_\_\_

Mailing Address \_\_\_\_\_ Apt. No. \_\_\_\_\_

Date \_\_\_\_\_ Customer \_\_\_\_\_ Customer \_\_\_\_\_

Title Holder of Property, if different:

Name \_\_\_\_\_ Address \_\_\_\_\_

Number and Sizes of Required Meters \_\_\_\_\_

USAGE DATA:

1. Apartment Building	No. of Units	_____	Units/Acre _____
2. Bars & Cocktail Lounges	No. of Units	_____	
3. Day Schools	No. of Persons	_____	
4. Hotel or Motel	No. of Units	_____	
5. Nursing Home	Square Feet	_____	
6. Laundromat	No. of Machines	_____	
7. Movie Theaters, Churches	No. of Seats	_____	
8. Office Building	Square Feet	_____	
9. Public Institution	No. of Persons	_____	
10. Restaurant	No. of Seats	_____	
11. Stores, no kitchen	Square Feet	_____	
12. Warehouse	Square Feet	_____	
13. Other		_____	

REQUIRED ATTACHMENT:

Legal Description

Site Plan (including location of structures and utility connection points)

Additional information may be required.

Palm Cay Utilities, Inc. (PCU) may respond within 30 days to your application, advising whether service will be provided. If so, the estimated date of service will be available and the total cost of connection will be provided. You must then notify PCU in writing of your acceptance of these terms and forward a plan review charge equal to the cost to PCU before any further work will be undertaken.

\_\_\_\_\_  
Signature & Title of Officer

Jon M. Kurtz  
President

PALM CAY UTILITIES, INC.

ORIGINAL SHEET NO. 23.0

WATER TARIFF

COPY OF CUSTOMER'S BILL

PALM CAY UTILITIES, INC  
8888 SOUTH WEST STATE ROAD 200  
OCALA, FL 34481  
(352) 854-0408

ACCOUNT NO. 01-0010-1		12/21/97		
SERVICE ADDRESS 1234 SMITH ST				
SERVICE FOR 11/02/97 - 12/01/97				
METER READING	UNITS USED	SERVICE	RATE	AMOUNT
1000	1000	W	R1	\$ 11.82
Reading in gallons			AMT. DUE	11.82

TO:

JOHN SMITH  
1234 SMITH ST  
OCALA, FL  
34481

ACCT NO	01-0010-1
	12/21/97
AMT. DUE	\$ 11.82

RETURN THIS STUB WITH PAYMENT

Jon M. Kurtz  
President

## WATER TARIFF

INDEX OF SERVICE AVAILABILITY  
AND MAIN EXTENSION

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2.0	Availability. . . . .	25.0
3.0	Obligations of Utility. . . . .	25.0
4.0	Obligations of Developer. . . . .	25.0
5.0	Requirement for Payment of Contributions in Aid of Construction (C.I.A.C.) . . . . .	26.0
6.0	C.I.A.C. - Treatment Facilities . . . . .	26.0
6.1	Schedule of C.I.A.C. for Treatment Facilities . . . . .	26.0
6.2	Calculation of C.I.A.C. Treatment Facilities Other than Residential . . . . .	27.0
6.3	Treatment Plant Capacity Allocations. . . . .	27.0
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	Table of Daily Flows. . . . .	35.0

Jon M. Kurtz  
President

WATER TARIFF

SERVICE AVAILABILITY AND MAIN EXTENSION POLICY

1.0 GENERAL INFORMATION

The Utility adopts and incorporates herein by reference Chapter 25-30.510 through 25-30.585, Florida Administrative Code (F.A.C.).

2.0 AVAILABILITY

The provisions of this policy are available throughout the territory subject to matter of economic feasibility as defined by Rule 25-30.515(7), F.A.C. Service hereunder is available only by entering into a service agreement between Utility and Contributor (Developer, Builder, Owner).

3.0 OBLIGATIONS OF UTILITY

Utility shall maintain copies of this Policy available for the inspection by any property owner, developer, builder, or prospective consumer desiring information regarding all elements of the cost of connecting to the water facilities of the Utility, and such copies shall be maintained at its general office.

Utility shall maintain "as-built" information of its water facilities in its office or in the office of its designated representatives for the purpose of providing reasonable information concerning the location of its water facilities.

Utility shall install all meters upon the request of prospective consumers providing that the total contributions in aid of construction as set forth below have been paid in accordance with the provisions of this Policy.

4.0 OBLIGATIONS OF DEVELOPER

All contributors and developers shall furnish to the Utility accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. Developers who increase their density factors and/or consumption requirements during the course of construction of the project are liable for an adjustment in their total contributions in aid of construction applicable to developer's project.

Developer is responsible for errors or changes in engineering information furnished to Utility when such error or change

(Continued to Sheet No. 26.0)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No. 25.0)

results in increased cost to Utility for any construction which Utility may undertake in connection with installing water distribution facilities or which would necessitate a new designing or re-design of water distribution plans.

5.0 REQUIREMENT FOR PAYMENT OF C.I.A.C.

The Utility requires the payment of contributions in aid of construction either by cash payments or through the transfer of water transmission, distribution and appurtenant facilities, and/or wastewater collection and appurtenant facilities which have been installed by the Contributor or through a combination of both cash payments and transfers of such facilities to the Utility.

For the purpose of this Policy, the term contributions in aid of construction shall include the on-site water distribution system contributed in cash, or in kind; payments to defray, in part or in total, the cost of the off-site lines and related facilities; and meter installation fees.

6.0 C.I.A.C. - TREATMENT FACILITIES

Utility requires that all contributors pay contributions in aid of construction based in part on a pro rata share of the cost of treatment plant facilities, whether or not the facilities have been constructed or may be constructed to continue to render service. Such payments are herein defined as contributions in aid of construction and shall be made by all contributors upon approval of the governmental agency having jurisdiction of this Policy, where water service is available or agreed to be made available, in the territory.

Utility further declares that these contributions shall be uniform among all contributors notwithstanding provisions of prior developer agreements or the practices and procedures pertaining to such charges as established prior to the adoption of Chapter 25-30.858, F.A.C.

6.1 Schedule of C.I.A.C. for Treatment Facilities

C.I.A.C. for treatment facilities (Plant Capacity Charge) must be paid prior to the commencement of water service as a prerequisite for such service as approved on the Statement of Fees and Charges on page 35.0.

(Continued to Sheet No. 27.0)

Jon M. Kurtz  
President



## WATER TARIFF

(Continued from Sheet No. 26.0)

6.2 Calculation of C.I.A.C. Treatment Facilities Other than Residential

Commercial, industrial and all others will be computed based on the equivalent number of residential connections (E.R.C.'s) which shall be the estimated average daily demand for the development divided by 350 gallons. An E.R.C. is defined for purposes hereof as a single family detached residence. The charges shall be the total number of estimated gallons of daily usage times the charge per gallon in Rule 6.1 above.

6.3 Treatment Plant Capacity Allocations

Upon payment by the contributor and its proper execution of an agreement for service availability pursuant to these rules, the Utility will reserve and will allocate to the contributor the portion of water plant capacity as set forth in the agreement for a period of eighteen (18) months from the date of payment of all amounts set forth in the agreement. The Utility will not be obligated to provide capacity or service in excess of that allocation and may require consumers to curtail use which exceeds such allocated capacity. (Rule 25-30.54(3) F.A.C.)

In no event shall the Utility be required to build or accept plans, specifications, contributions in aid of construction or agreements predicated upon demand for water service less than 350 gallons per single family residential equivalent.

6.4 Contributions in Aid of Construction Based on Actual and Experienced Demand

If the experience of the Developers after twelve months' actual usage exceeds the estimated gallons computed in Rule 6.2, the Utility shall have the right to collect additional contributions in aid of construction. The twelve-month period shall commence when Certificates of Occupancy have been issued for the Developer's entire project.

On-site transmission, distribution, collection, and other water and wastewater facilities will be designed by the Utility's consulting engineer, and shall be constructed and installed by the Utility. Contributor shall pay a Main Extension (on-site) Charge as stated on the Schedule of Fees and Charges on Sheet No. 35.0 prior to the initiation of construction.

(Continued to Sheet No. 28.0)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No. 27.0)

Contributor shall convey to Utility perpetual rights-of-way and easements for appropriate access to facilities as a condition precedent to the initiation of service.

7.0 OFF-SITE FACILITIES

Off-Site transmission and distribution systems shall be provided by the Utility.

For the purpose of this Policy, the term, "off-site" shall be defined as those main water transmission lines necessary to connect the developer's property with facilities of Utility adequate in size to transmit to developer's property an adequate quantity of water under adequate pressure.

7.1 Construction of Oversized Facilities

Utility may require the installation of oversized off-site lines and facilities to provide service for other properties in accordance with the master plan of Utility. In this event, Contributor may be required to advance the cost and may then be the subject of a refundable advance agreement, as hereinafter provided, Rule 17.0.

8.0 CONTRIBUTIONS IN AID OF CONSTRUCTION - ON-SITE FACILITIES

Each developer and contributor shall be responsible for the design of the complete water distribution located in the street or streets adjoining or within the boundaries of developer's property. The provisions of this Rule may be waived by the Utility at its sole option in situations involving single or individual connections to readily accessible utility mains or equipment.

An "on-site" water distribution system is defined to include all component parts of a water distribution system, including valves, fittings, laterals, hydrants and all appurtenances as shown upon the approved design of such water distribution system.

Construction and installation of all on-site facilities shall be the responsibility of the Utility.

The Contributor shall pay a Main Extension (on-site) Charge as stated on the Schedule of Fees and Charges on page 35.0.

(Continued to Sheet No. 29.0)

Jon M. Kurtz  
President



## WATER TARIFF

(Continued from Sheet No. 28.0)

**8.1 Design and Construction of "On-site" Facilities**

Contributor shall design the on-site facilities provided, however, such design shall be subject to the prior approval of the Utility. In the alternative, Utility may design on-site facilities and require Contributors to pay the actual cost of design, including all necessary fees.

**8.2 Construction of Oversized Facilities**

Utility may install or may require the installation of oversized lines to provide service to other properties in accordance with the master plan of the Utility. In this event, Contributor will be required to advance the entire cost, and the balance of the cost in excess of the cost to serve the Contributor will then be the subject of a refundable advance agreement as hereinafter provided.

**9.0 ON-SITE SYSTEM DESIGN**

Utility shall recognize the design of water facilities prepared by a professional engineer registered in the State of Florida regularly engaged in the field of sanitary engineering, covering the design of developer's on-site water distribution system. Provided, however, that each such design shall be fully subject to the approval of Utility's engineer and shall conform in all respects to the criteria of Utility governing the installation of utility facilities ultimately to be installed by the Utility. Utility shall charge a fee, the actual cost to Utility, for reviewing such engineering plans and furnishing to developer's engineer, various information regarding location and criteria. All designs of water distribution facilities are at all times subject to the approval of other agencies having jurisdiction over such design.

Provided, however, that the Utility will establish specifications based upon good engineering and utility construction practices, and shall provide such specifications to the developers or their representative. Any such specifications shall be incorporated into the design and construction of the on-site distribution systems.

(Continued to Sheet No. 30.0)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No. 29.0)

In the event that such specifications are not incorporated into the on-site system design, the Utility reserves the right to order suspension of further design or construction pending correction of the deficiencies.

**10.0 CUSTOMER INSTALLATION**

Any facilities physically located within the consumer's property lines shall not be transferred to Utility and shall be the property of individual customers, their successors or assigns.

**11.0 EASEMENTS AND RIGHTS-OF-WAY**

As a prerequisite to the construction of any water distribution system proposed to be connected to the facilities by Utility, Contributors shall be responsible for obtaining all easements or rights-of-way necessary in connection with the installation of the proposed facilities and the master plan of Utility. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to Utility attorney. Such conveyances shall be made without cost to Utility. Utility reserves the right to require such easement or right-of-way to the point at which the Utility's facilities join with consumer's installation.

**12.0 METER INSTALLATION FEES**

Utility will charge each person requesting water service a contribution to offset the Utility's cost of the meter, appurtenances and cost of installation for the size meter required by the use characteristics of the property and the customer to be served as determined by the Utility.

This contribution will be paid by consumers for the meter and meter installation and shall be charged only one time for the meter and its installation at any one location, provided, however, that requests to exchange existing meters for meters of a larger size will result in a charge to the prospective consumer of the difference between the existing smaller size meter and the requested larger size meter. The amount of contributions for meter installations are listed on Sheet No. 35.0, Schedule of Fees and Charges.

(Continued to Sheet No. 31.0)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No. 30.0)

**13.0 C.I.A.C. - CUSTOMER CONNECTION CHARGE**

The amount of contribution to reflect the cost of tapping into the main will not exceed the actual cost of tapping into the main line and extending a service pipe from the main to the customer's installation.

This contribution will only be imposed when facilities previously installed have no service line to the developer's property.

**14.0 EXTENSIONS OUTSIDE CERTIFICATED TERRITORY**

Owners, builders or developers being potential consumers, whose property lies outside the Utility's certificated area, may apply to the Utility for the extension of water distribution mains to said property.

Property service outside the Utility's territory involves formal notice and formal proceedings before the Florida Public Service Commission (Chapter 367, Florida Statutes), and, therefore, entails engineering, administrative, and legal expenses in addition to costs incurred by the Utility in providing service within its territory.

Therefore, the Utility will not be obligated to provide its services outside the territory unless the contributor agrees, in advance, to defray those additional expenses and pay to the Utility the estimated cost thereof subject to approval by the Florida Public Service Commission. The advance payment will be adjusted to conform with the actual expenses after the proceedings have been concluded.

The Utility will further make such extensions outside the territory only if the extensions and treatment plant reservation or expansion to serve such extensions are economically feasible as determined by a competent engineering study.

The Utility will not extend its facilities in situations where the extensions will result in the service to existing customers to suffer either as a result of reduction of capacity to provide its service to customers, or diminishment of economic capability of the Utility to meet its financial commitments.

(Continued to Sheet No. 32.0)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No. 31.0)

**15.0 ADJUSTMENT PROVISIONS**

**Governmental Authority:** The charges set forth in this policy and contracts drawn pursuant thereto are subject to adjustment by appropriate action of the governmental agency having jurisdiction of this policy, whether upon the initiative of the governmental agency or by request of the Utility.

**16.0 REFUNDABLE ADVANCES**

Utility may require, in addition to the contribution schedule set forth herein, a refundable advance by Contributor, Developer or Builder to further temporarily defray the cost of any major extension of water mains necessary to connect the subject property with the then terminus of Utility's water mains adequate to provide service to the subject property. The purpose of such refundable advance is to temporarily limit the Utility's investment in extended facilities based upon the economic feasibility of the cost of the extension versus the gross revenues anticipated and the time or time periods within which to realize such anticipated revenues.

In the event Utility requires a refundable advance, Contributor shall be entitled to receive from Utility a refund agreement which provides for a refund of such advance, less the Contributor's pro rata share of the costs of the extension, in accordance with a refund plan based upon the connection of other property owners served by the same extension of water and/or related to the occupancy of the subject property relating to the receipt of gross revenues. The amount advanced by Contributor shall be subject to refund by the Utility in cash, without interest, in annual installments for a period not to exceed seven (7) years from the date shown on the specific Refundable Advance Agreement. In no event shall a refundable advance exceed the anticipated cost to be incurred by Utility in the extension of its water mains from its then present terminus to the nearest point on the property line of the subject property in closest proximity to the first development. Requirements for refundable advances shall not include advances for the construction of water treatment plant facilities.

**17.0 SPECIAL CONTRACTS**

Utility company will require special contracts for service to areas of development when the economic feasibility (as defined

(Continued to Sheet No. 33.0)

Jon M. Kurtz  
President

## WATER TARIFF

(Continued from Sheet No. 32.0)

in Rule 25-30.515(7), F.A.C.) of service to such areas is not met by application of the above connection and main extension charges. Such special contracts may entail refundable advances, guaranteed revenues, or other special deposits in order to make the main extensions to such areas feasible.

Any special contract entered into will be filed with the Florida Public Service Commission and is subject to its approval.

18.0 DEVELOPER AGREEMENTS REQUIRED

The Contributor, Owner, Builder or Developer may be required to execute a Developer Agreement setting forth such reasonable provisions governing Contributor's and Utility's responsibilities pertaining to the installation of service facilities; the interconnection of plumber's lines with facilities of the Utility; the manner and method of payment of contributions in aid of construction; matters of exclusive service rights by Utility; standards of construction or specifications; time commitments to "take and use water service;" engineering errors and omissions; rules, regulations and procedures of Utility; prohibitions against improper use of the Utility's facilities; and other matters normally associated with and contained in developer agreements. Nothing contained in such developer agreements shall be in conflict with this Service Availability Policy as included in the Utility's Tariff on file with the Florida Public Service Commission.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

Jon M. Kurtz  
President

## WATER TARIFF

SCHEDULE OF FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Sheet No.</u>
Main Extension Charge		
Residential-per ERC (350 gpd)	\$ 417.00	28.0
All others-per gallon	\$ 1.19	28.0
Off-site Facilities		
Refer to Rule 7.0 & 7.1	Actual Cost	28.0
Refundable Advances		
Refer to Rule 16.0	Actual Cost	32.0
Plant Capacity Charge		
Residential-per ERC (350 gpd)	\$ 300.00	26.0
All others-per gallon	\$ .86	26.0
Meter Installation Fees		
5/8" x 3/4"	\$ 75.00	30.0
1"	\$ 105.00	30.0
1 1/2"	\$ 155.00	30.0
2"	Actual Cost	30.0
Over 2"	Actual Cost	30.0
Customer Connection (Tap-in) Charge		
Refer to Rule 13.0	Actual Cost	31.0
Plan Review and Inspection Fees		
Refer to Rule 9.0	Actual Cost	29.0
Inspection Fee		
Refer to Rule 8.1	Actual Cost	29.0

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President



## WATER TARIFF

TABLE OF DAILY FLOWS  
FOR VARIOUS OCCUPANCY

TYPES OF BUILDING USAGES

Apartments--Master Metered	250 gpd
Bars and Cocktail Lounges	10 gpcd
Boarding Schools (Students and Staff)	75 gpcd
Bowling Alleys (toilet wastes only, per lane)	200 gpd
Country Clubs, per member	50 gpcd
Day Schools (Students and Staff)	20 gpcd
Drive-In Theatres (per car space)	5 gpd
Factories, with showers	30 gpcd
Factories, no showers (per 100 sq. ft.)	10 gpd
Hospitals, with laundry (per bed)	250 gpd
Hospitals, no laundry (per bed)	200 gpd
Hotels and Motels (per room and unit)	200 gpd
Laundromat (per washing machine)	225 gpd
Mobile Home Parks (per trailer)	300 gpd
Movie Theatres, Auditoriums, Churches (per seat)	5 gpd
Nursing Homes (per 100 sq. ft.)	150 gpd
Office Buildings (per 100 sq. ft.)	10 gpd
Public Institutions (other than those listed)	75 gpcd
Restaurants (per seat)	50 gpcd
Single Family Residential	
5/8x3/4" Meter	350 gpd
1" Meter	600 gpd
1 1/2" Meter	1,150 gpd
Townhouse Residence	350 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd
Stores, without kitchen wastes (per 100 sq. ft.)	5 gpd
Speculative Buildings	30 gpd
plus (per 100 sq. ft.)	10 gpd
Warehouses	30 gpd
Plus (per 1,000 sq. ft.)	10 gpd

(1) gpcd - gallons per capita per day

(2) gpd - gallons per day

Jon M. Kurtz  
President

VENTURE ASSOCIATES UTILITIES CORPORATION  
Application for Transfer of Part of Certificate No. 488-W  
Revisions to the Seller's Tariff

Please see the following eleven pages.

Exhibit XVII



VENTURE ASSOCIATES UTILITIES CORPORATION  
WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 488-W

COUNTY - Marion

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Docket Number</u>	<u>Date issued</u>	<u>Type</u>
18121	860872-WU	09/08/87	Original Certificate
PSC-94-1621-FOF-WU	930892-WU	12/30/94	Certificate Amendment Certificate Transfer

(Continued to Sheet No. 3.1)

Arthur F. Tait, Jr.  
Executive Vice President

VENTURE ASSOCIATES UTILITIES CORPORATION

WATER TARIFF

(Continued from Sheet No.3.0)

DESCRIPTION OF TERRITORY SERVED

A Parcel of land lying in section 3, 4 and 9, Township 15 South, Range 21 East, Marion County, Florida, Tallahassee Meridian  
Being more particularly described as follows:

Beginning at the Southeast corner of said Section 4; thence S 4°48'07" W, along the East boundary of the Northeast 1/4 of said Section 9, 1322.45 feet to the Southeast corner of the N.E. 1/4 of the N.E. 1/4 of said Section 9; thence N 85°41'55" W, along the South boundary of the said N.E. 1/4 of the N.E. 1/4, 1297.34 feet to the S.W. corner of the N.E. 1/4 of the N.E. 1/4 of said Section 9; thence continue N 85°41'55" W, along the South boundary of the N.W. 1/4 of the N.E. 1/4, 1297.33 feet to the S.W. corner of the said N.W. 1/4 of the N.E. 1/4 of said Section 9; Thence N 84°56'00" W, along the South boundary of the N.E. 1/4 of the N.W. 1/4 1348.41 feet, to the Southwest corner of the said N.E. 1/4 of the N.W. 1/4 of said Section 9; thence continue N 84°56'00" W, along the South boundary of the East 1/2 of the N.W. 1/4 of the N.W. 1/4 of said Section 9, 674.20 feet to the Southwest corner of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4; thence N 5°01'04" E, along the west line of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4, 230.63 feet; thence N 85°09'24" W, 649.90 feet to the east right of way line of N.W. 60th Avenue (50' right of way); thence N 4°50'36" E, along the said East right of way line, 264.00 feet; thence S 85°09'24" E, departing said East right of way line, 650.70 feet to the West line of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4; thence N 5°01'04" E, along said West line, 824.90 feet to the Northwest corner of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4; thence N 84°30'04" W, along the South boundary of the S.W. 1/4 of said Section 4, 648.13 feet to the East right of way line of said N.W. 60th Avenue; thence N 4°52'39" E, along said east right of way line, 2643.25 feet to the North boundary of the S.W. 1/4 of said Section 4; thence S 85°17'29" E, along said North Boundary, 2649.01 feet to the Northeast corner of the said S.W. 1/4; thence S 4°09'21" W, along the East Boundary of the said S.W. 1/4, 315.00 feet (105 yards); thence S 85°17'29" E, parallel to the North boundary of the S.E. 1/4 of said Section 4, along the South boundary of the North 105 yards, 882.23 feet; thence N 4°28'23" E, along the West boundary of the East 6.36 chains of the N.W. 1/4 of the S.E. 1/4 of said Section 4, 44.39 feet to the South line of The North 4.10 chains of the said N.W. 1/4 of the S.E. 1/4; thence S 85°17'29" E, along the South boundary of the said North 4.10 chains, 352.15 feet; thence N 4°28'23" E, parallel to the East boundary of the N.W. 1/4 of the S.E. 1/4, 270.60 feet to the North boundary of the S.E. 1/4 of said Section 4; thence S 85°17'29" E, along the North boundary of the said S.E. 1/4, 414.98 feet to the Southerly right of way line of U.S. Highway No. 27 (State Road No. 500); thence S 57°36'40" E, along said Southerly right of way line, 2827.20 feet to the South boundary of the N.E. 1/4 of the

(Continued to Sheet No. 3.2)

Arthur F. Tait, Jr.  
Executive Vice President

VENTURE ASSOCIATES UTILITIES CORPORATION

WATER TARIFF

(Continued from Sheet No.3.1)

S.W. 1/4 of said Section 3; thence N  $85^{\circ}36'04''$  W, along said South boundary, 224.48 feet to the Southwest corner of the said N.E. 1/4 of the S.W. 1/4; thence continue N  $85^{\circ}36'04''$  W, along the South boundary of the N.W. 1/4 of the S.W. 1/4 of said Section 3, 1324.81 feet to the Southwest corner of the said N.W. 1/4 of the S.W. 1/4; thence S  $4^{\circ}47'44''$  W, along the East boundary of the S.E. 1/4 of said Section 4, 1321.71 feet to the Point of Beginning.

Arthur F. Tait, Jr.  
Executive Vice President

FIRST REVISED SHEET NO. 3.3  
Cancels Original Sheet No. 3.3

VENTURE ASSOCIATES UTILITIES CORPORATION

WATER TARIFF

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Executive Vice President

FIRST REVISED SHEET NO. 3.4  
Cancels Original Sheet No. 3.4

VENTURE ASSOCIATES UTILITIES CORPORATION

WATER TARIFF

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Executive Vice President

FIRST REVISED SHEET NO. 3.5  
Cancels Original Sheet No. 3.5

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WATER TARIFF

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Executive Vice President

FIRST REVISED SHEET NO. 3.6  
Cancels Original Sheet No. 3.6

**VENTURE ASSOCIATES UTILITIES CORPORATION**  
**WATER TARIFF**

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Executive Vice President

VENTURE ASSOCIATES UTILITIES CORPORATION

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
Marion	Ocala Palms	GS, RS	18.1, 19.1

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Executive Vice President



THIRD REVISED SHEET NO. 18.0  
Cancels Second Revised Sheet No. 18.0

VENTURE ASSOCIATES UTILITIES CORPORATION

WATER TARIFF

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Executive Vice President

THIRD REVISED SHEET NO. 19.0  
Cancels Second Revised Sheet No. 19.0

VENTURE ASSOCIATES UTILITIES CORPORATION

WATER TARIFF

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Executive Vice President

VENTURE ASSOCIATES UTILITIES CORPORATION

WATER TARIFF

SCHEDULE OF FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Sheet No.</u>
Main Extension Charge		
Residential-per ERC (350 gpd)	\$ 650.00	31.0
All others-per gallon	\$ 1.8571	31.0
Off-site Facilities.		
Refer to Rule 7.0 & 7.1	Actual Cost	31.0
Refundable Advances		
Refer to Rule 16.0	Actual Cost	35.0
Plant Capacity Charge		
Residential-per ERC (350 gpd)	N/A	29.0
All others-per gallon	N/A	29.0
Meter Installation Fees		
5/8" x 3/4"	\$ 100.00	33.0
1"	Actual Cost	33.0
1 1/2"	Actual Cost	33.0
2"	Actual Cost	33.0
Over 2"	Actual Cost	33.0
Customer Connection (Tap-in) Charge		
Refer to Rule 13.0	Actual Cost	34.0
Plan Review and Inspection Fees		
Refer to Rule 9.0	Actual Cost	32.0
Inspection Fee		
Refer to Rule 8.1	Actual Cost	32.0
City of Ocala Impact Fee		
Refer to Rule 19.0		36.1
Residential-Per ERC (350 GPD)	\$ 536.00	
All Others-Per Gallon	\$ 1.5314	

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

Arthur F. Tait, Jr.  
 Executive Vice President

**Rhema Business Services, Inc.**

1544 Vickers Drive  
Tallahassee, FL 32305-3041

(904) 562-9886  
(904) 562-9887 FAX

DEPOSIT

D 6 1 9

DATE

DEC 31 1997

December 31, 1997

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

971670-WU

Re: Docket No. \_\_\_\_\_ -WU, Application of VENTURE ASSOCIATES  
UTILITIES CORPORATION for Transfer of Part of Certificate  
No. 488-W in Marion County, Florida

Gentlemen:

Enclosed are the original and five (5) copies of the referenced application with Exhibits I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XV and XVIII, and the original and two copies of Exhibits XVI and XVII. Also enclosed is a check in the amount of \$1,500.00 in payment of the appropriate filing fee. Exhibits XII, XIII, and XIV, regarding notices of the application, will be late filed.

Please direct any questions concerning this application to me at 562-9886.

Sincerely,

RHEMA BUSINESS SERVICES, INC.

**VENTURE ASSOCIATES  
UTILITIES CORPORATION**

2661 N.W. 60TH AVE.  
OCALA, FL 34482  
352-732-9898

SUNTRUST BANK  
NORTH CENTRAL FLORIDA  
GOLDEN HILLS OFFICE  
OCALA, FL

00000930

000930

\*\*\*\* ONE THOUSAND FIVE HUNDRED & 00/100 DOLLARS

PAY TO THE ORDER OF:

FLORIDA PUBLIC SERVICE

DATE 12/24/97 AMOUNT \*\*\*\*\*\$1,500.00

TWO SIGNATURES REQUIRED

*Joseph C. [Signature]*  
*[Signature]* MP