

SCANNED

Transfer of Majority Organizational Control

Re: **Docket No. 990248-WU**, Additional information for Application for transfer of majority control of Morningside Utility, Inc. holder of Certificate No. 595-W

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
99 MAY -7 AM 8:41
MAILROOM

AFA	_____
APP	_____
CAF	_____
CMU	_____
CTR	_____
EAG	_____
LEG	2 _____
MAS	_____
OPC	_____
RRR	_____
SEC	1 _____
WAW	Brady _____
OTH	_____

DOCUMENT NUMBER-DATE
05825 MAY-7 99
FPSC-RECORDS/REPORTING

NAME CHANGE REQUEST

I GEORGE DEVILLERS REQUEST TO CHANGE THE NAME OF MORNINGSIDE UTILITY, INC.
TO MORNINGSIDE UTILITIES, INC.

GEORGE DEVILLERS

PROPOSED NAME CHANGE

I PROPOSE TO CHANGE THE NAME OF MORNINGSIDE UTILITY, INC. TO MORNINGSIDE UTILITIES, INC.

GEORGE DEVILLERS

STATEMENT OF BUSINESS ENTITY

THE BUSINESS ENTITY UNDER THE NEW NAME WILL BE A CORPORATION.

GEORGE DEVILLERS

REASON FOR NAME CHANGE

THE REASON FOR CHANGING THE NAME FROM MORNINGSIDE UTILITY, INC. TO MORNINGSIDE UTILITIES, INC. IS PRIMARILY FOR THE PURPOSES OF THE LEGAL DOCUMENTS USED TO TRANSFER MAJORITY ORGANIZATIONAL CONTROL.

GEORGE DEVILLERS

NAME CHANGE EFFECTIVE DATE

THE EFFECTIVE DATE FOR THE NAME CHANGE IS APRIL 23, 1999.

PLEASE SEE ATTACHED CORPORATE DETAIL RECORD.



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 29, 1999

MORNINGSIDE UTILITIES, INC.
4144 OAKWOOD DRIVE
ST. CLOUD, FL 34772

Re: Document Number G72175

The Articles of Amendment to the Articles of Incorporation of MORNINGSIDE UTILITY, INC. which changed its name to MORNINGSIDE UTILITIES, INC., a Florida corporation, were filed on April 23, 1999.

Should you have any questions regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Carol Mustain
Corporate Specialist
Division of Corporations

Letter Number: 299A00022894

THE DATE OF CLOSING WAS FEBRUARY 27, 1999.

THE REASON CLOSING TOOK PLACE PRIOR TO COMMISSION APPROVAL WAS THAT GEORGE DEVILLERS AND GARY TURNER WAS UNAWARE THAT THE COMMISSION HAD TO APPROVE FIRST. AT A CUSTOMER MEETING HELD IN OSCEOLA COUNTY FOR A RATE INCREASE FOR THE WATER COMPANY THE SUBJECT OF PURCHASING THE WATER COMPANY WAS BROUGHT UP BEFORE SOME OF THE PUBLIC SERVICE COMMISSION REPRESENTATIVES. AT THAT TIME IT WAS SAID THAT IF A PURCHASE TOOK PLACE THE NEW OWNER WOULD HAVE TO ACCEPT THE RATES AS THEY WERE AND ALSO THE SALES AGREEMENT WOULD HAVE TO STATE THAT IF THE COMMISSION DID NOT APPROVE OF THE TRANSFER THEN THE PREVIOUS OWNER WOULD HAVE TO ASSUME CONTROL. THAT WAS WHY THE SALES AGREEMENT WAS WRITTE THE WAY IT WAS.

GEORGE DEVILLERS

GARY TURNER

AFFIDAVIT OF OWNERSHIP FOR MORNINGSIDE UTILITIES, INC.

COUNTY OF OSCEOLA
STATE OF FLORIDA

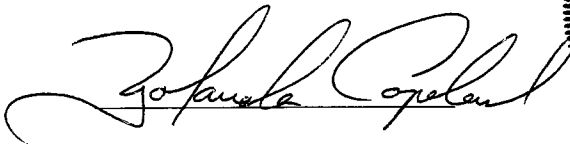
BEFORE ME, the undersigned authority, personally appeared, George DeVillers, who being duly sworn,
deposes and says:

1. Morningside Utilities, Inc. by evidence of the Warranty Deed dated January 22, 1999, does in fact own
and possess legal title to the land upon which the utility facilities are located.

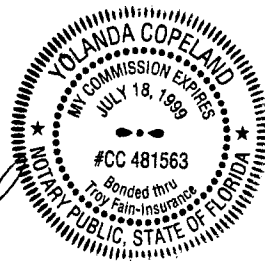


George DeVillers

Sworn to and subscribed before
me on May 3, 1999



Notary public



PERSONAL FINANCIAL STATEMENT
prepared for GARY K. TURNER
on April 10, 1999

Name GARY K. TURNER
 Address 4144 OAKWOOD DRIVE
 ST. CLOUD, Florida 34772
 Home Phone 4078954675
 SSN 261-86-6827
 Birthdate January 08, 2048

This statement is prepared to be SUBMITTED TO P.S.C.

DETAILED LISTING OF ASSETS

Checking Accounts:

<i>Bank</i>	<i>Account Number</i>	<i>Owner</i>	<i>Amount</i>
Central Florida Educators	58887	Joint	\$6,633.00
First Federal/Osceola	776531	You	\$1,545.00
_____	_____	You	\$ _____

Total Checking Accounts \$8,178.00

Savings Accounts:

<i>Bank</i>	<i>Account Number</i>	<i>Owner</i>	<i>Amount</i>
Central Florida Educators	58887	Joint	\$7,426.00

Total Savings Accounts \$7,426.00

Household Goods/Furnishings:

<i>Household Goods/Furnishings</i>	<i>Owner</i>	<i>Value</i>
_____	Joint	\$8,000.00

Total Household Goods/Furnishings \$8,000.00

Jewelry:

<i>Description</i>	<i>Owner</i>	<i>Value</i>
ruby ring	Spouse	\$1,500.00
<i>Total Value of Jewelry</i>		\$1,500.00

Motor Vehicles:

<i>Make</i>	<i>Model and Year</i>	<i>Owner</i>	<i>Value</i>
CHEVY	73 MOTOR HOME	You	\$2,000.00
FORD	78 F-350	You	\$2,500.00
FORD	94 AEROSTAR	Joint	\$9,000.00
<i>Total Value of Motor Vehicles</i>			\$13,500.00

Property - Home(s):

<i>Address</i>	<i>Yrs Owned</i>	<i>Owner</i>	<i>Value</i>
311 17th STREET	20	Joint	\$79,500.00
4144 OAKWOOD DRIVE	3	Joint	\$65,000.00
<i>Total Value of Homes</i>			\$144,500.00

Property - Business(es):

<i>Address</i>	<i>Owner</i>	<i>Value</i>
SUNBEAM COURT	You	\$180,000.00
<i>Total Value of Business Property</i>		\$180,000.00

Property - Other:

<i>Address</i>	<i>Owner</i>	<i>Value</i>
4144 OAKWOOD DRIVE	Joint	\$35,000.00
<i>Total Value of Other Property</i>		\$35,000.00

Retirement Plans (401(k), IRA's, Keogh, Pension Plans):

<i>Name and Type of Plan</i>	<i>Owner</i>	<i>Value</i>
THRU WORK 401K	You	\$6,000.00
<i>Total Value of Retirement Plans</i>		\$6,000.00

Life Insurance:

<i>Name and Policy Number</i>	<i>Owner</i>	<i>Face Value</i>
MODERN WOODMEN OF AMERICA	You	\$25,000.00
MODERN WOODMEN OF AMERICA	You	\$50,000.00
THRU WORK	You	\$25,000.00
<i>Total Value of Life Insurance</i>		\$100,000.00

TOTAL ASSETS:

<i>Total Assets</i>	\$504,104.00
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DETAILED LISTING OF LIABILITIES**Home Mortgages:**

<i>Lender</i>	<i>Owner</i>	<i>Monthly Payment</i>	<i>Balance Due</i>
ERNEST LAMBERT	Joint	\$393.90	\$32,518.00

<i>Total Home Mortgages</i>	\$32,518.00
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Home Equity Loans:

<i>Lender</i>	<i>Owner</i>	<i>Monthly Payment</i>	<i>Balance Due</i>
CENTRAL FLORIDA EDUCATORS	Joint	\$311.91	\$30,000.00

<i>Total Home Equity Loans</i>	\$30,000.00
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Motor Vehicle Loans:

<i>Lender</i>	<i>Owner</i>	<i>Monthly Payment</i>	<i>Balance Due</i>
CENTRAL FLORIDA EDUCATORS	Joint	\$306.18	\$7,000.00

<i>Total Motor Vehicle Loans</i>	\$7,000.00
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Credit Card Debt:

<i>Credit Card Co.</i>	<i>Owner</i>	<i>Monthly Payment</i>	<i>Balance Due</i>
DISCOVER CARD	Joint	\$10.00	\$250.00

CHASE

Joint

\$85.00

\$5,200.00

Total Credit Card Debt

\$5,450.00

TOTAL LIABILITIES:

Total Liabilities

\$74,968.00

NET WORTH:

\$429,136.00

SUMMARY LISTING OF ASSETS AND LIABILITIES

ASSETS	Amount
Checking Accts	\$8,178.00
Savings Accts	\$7,426.00
Household Goods	\$8,000.00
Jewelry	\$1,500.00
Vehicles	\$13,500.00
Prop-Home	\$144,500.00
Prop. - Business	\$180,000.00
Prop. - Other	\$35,000.00
Retirement Plans	\$6,000.00
Life Ins.(cash value)	\$100,000.00
TOTAL ASSETS:	\$504,104.00

LIABILITIES	Amount
Home Mortgage	\$32,518.00
Home Equity Loan	\$30,000.00
Vehicle Loan	\$7,000.00
Credit Card	\$5,450.00
TOTAL LIABILITIES:	\$74,968.00
NET WORTH:	\$429,136.00

SOURCES OF MONTHLY INCOME:

Salaries and Wages:

<i>Employee</i>	<i>Employer</i>	<i>Yearly Wages</i>	<i>Monthly Wages</i>
You	Florida Water Services	\$26,950.00	\$2,191.25
You	Morningside Utility, Inc.	\$19,000.00	\$1,583.33
Spouse	Morningside Utility, Inc.	\$10,000.00	\$833.33

GARY K. TURNER's Total Monthly Wages \$3,774.58
TOTAL MONTHLY INCOME \$4,607.91

MONTHLY EXPENSES:

Food	\$350.00
Health Care/Medication	\$200.00
Utilities	\$125.00
Housing/Rent	\$393.90
Other Mortgage Loans	\$311.91
Auto Loans	\$306.18
Auto Insurance	\$60.00
Other Insurance	\$200.00
Credit Cards	\$95.00
Clothing, Recreation, Misc.	\$25.00
TOTAL MONTHLY EXPENSES	\$2,066.99

Name of Company Morningside Utilities, Inc.

Water Tariff

(Continued From Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

ORDER NO. PSC-97-1211-FOF-WU

The following described lands located in portions of Section 3, Township 25 South, Range 30 East, Osceola County, Florida:

Beginning at the Northeast corner of Section 3, Township 25 South, Range 30 East, Osceola County, Florida, also being the Northeast corner of Lot 124, Morningside Village, Unit Four, as filed and recorded in Plat Book 5, Page 185 of the Public Records of Osceola County, Florida, run North $88^{\circ} 57' 45''$ West, along the North line of said Section 3, 1991.94 feet to the Northwest corner of Lot 163, Morningside Village, Unit Five, as filed and recorded in Plat Book 6, Page 1 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 04''$ West, along the West line of aforesaid Morningside Village, Unit Five, 655.51 feet to the Southwest corner of Lot 159 of aforesaid Morningside Village, Unit Five; run thence South $88^{\circ} 46' 09''$ East, along the South line of said Morningside Village, Unit Five, 662.73 feet to the Northwest corner of Lot 10, Morningside Village, Unit One, as filed and recorded in Plat Book 4, Page 84 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 29''$ West, along the West line of aforesaid Morningside Village, Unit One, 1337.02 feet to the Southwest corner of Lot 1 of aforesaid Morningside Village, Unit One; run thence along the South line of said Morningside Village, Unit One the following: South $89^{\circ} 01' 31''$ East, 175.00 feet; North $25^{\circ} 05' 45''$ East, 73.41 feet to a point on a 50.00 feet radius curve, concave Northwesterly; run thence Northeasterly along said 50.00 feet radius curve, through a central angle of $98^{\circ} 02' 52''$, an arc distance of 85.56 feet (Chord bearing North $41^{\circ} 57' 03''$ East, Chord = 75.50 feet) to the Southwest corner of Lot 19 of said Morningside Village, Unit One; run thence South $89^{\circ} 01' 31''$ East, along the South line of said Lot 19, 155.49 feet to the Southeast corner of said Morningside Village, Unit One, said point being a point on the West line of Morningside Village, Unit Two, as filed and recorded in Plat Book 4, Page 85 of the Public Records of Osceola County, Florida; run thence South $00^{\circ} 58' 29''$ West, along said West line of Morningside Village, Unit Two, 37.00 feet to the Southwest corner of said Morningside Village, Unit Two; run thence South $89^{\circ} 01' 31''$ East, along the South line of said Morningside Village, Unit Two, 126.01 feet to a point on a 50.00 feet radius, concave Northwesterly; run thence Southeasterly along said 50.00

GARY K. TURNER
PRESIDENT

Name of Company Morningside Utilities, Inc.

Water Tariff

(Continued From Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

ORDER NO. PSC-97-1211-FOF-WU

feet radius, through a central angle of $101^{\circ} 32' 13''$, an arc distance of 88.61 feet (Chord bearing South $38^{\circ} 15' 24''$ East) to a point on the West line of Lot 44 of said Morningside Village, Unit Two; run thence South $00^{\circ} 58' 29''$ West, 35.00 feet; continue thence along aforesaid South line of Morningside Village, Unit Two, the following: South $89^{\circ} 01' 31''$ East, 145.00 feet; South $00^{\circ} 58' 29''$ West, 100.00 feet South $89^{\circ} 01' 13''$ East, 290.00 feet to the Southwest corner of Lot 73, Morningside Village, Unit Three, as filed and recorded in Plat Book 5, Page 84 of the Public Records of Osceola County, Florida; run thence along the South line of said Morningside Village, Unit Three, the following: South $89^{\circ} 01' 31''$ West, 63.00 feet; South $00^{\circ} 58' 29''$ West, 133.00 feet; South $89^{\circ} 01' 31''$ East, 237.83 feet to the Southeast corner of said Morningside Village, Unit Three, said corner being on the East line of aforesaid Section 3; run thence North $01^{\circ} 11' 59''$ East, along said East line, 2234.32 feet to the Point of Beginning.

GARY K. TURNER
PRESIDENT

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is Morningside Utilities, Inc.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

GARY K. TURNER
ISSUING OFFICER
PRESIDENT

TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

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(Continued to Sheet No. 6.1)

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

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GARY K. TURNER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

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

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

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

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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

(Continued on Sheet No. 9.0)

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 10.0)

GARY K. TURNER

ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

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

GARY K. TURNER
ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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GARY K. TURNER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY MORNINGSIDE UTILITIES, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - NOT APPLICABLE

RATE -

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE - February 17, 1999

TYPE OF FILING - Transfer Majority Organizational Control

GARY K. TURNER
ISSUING OFFICER

PRESIDENT
TITLE

Morningside Utilities, Inc.
4144 Oakwood Dr.
St. Cloud, FL 34772
(407) 892-4675

NON-TRANSFERRABLE CERTIFICATE OF DEPOSIT AND/OR SERVICE CHARGE RECEIPT

Customer Number _____ Date _____ Service Connect Date _____
Water Deposit \$ _____
Wastewater Deposit \$ _____
Gas Deposit \$ _____
Total Deposit \$ _____
Service Charge (Non-Refundable) \$ _____
Total Amount Received \$ _____

Check #: _____
Check Amt: _____

Received from:

Name _____

Service Address _____

Lot: _____ Block: _____ Unit: _____ Plant No.: _____

Mailing Address _____

Social Security Number _____ (Customer responsible for payment of service's)

DEPOSIT:

Deposits are necessary to protect paying customers from losses caused by those who do not pay. Deposits earn interest annually. Customers with deposits on account will receive interest credits on the bill received after their 12 month annual anniversary date and each year thereafter during the same period. The timely manner in which payments are made will directly affect the deposit. Failure to pay before the delinquent date shown on the monthly statement may necessitate an increase in the amount of the deposit to cover two months' average billing and delay the refunding of the deposit.

Deposits guarantee the payment of any indebtedness for water, sewer, and/or gas service which may be or become due to the Company by the Customer. Customer agrees that the deposit may be applied in discharge of any indebtedness of the customer to the Company whatsoever and that the Company may use the deposit as if the Company were the absolute owner thereof. Upon discontinuance of service covered by this deposit the Company agrees to refund to the Customer the deposit less any amounts then due the Company.

Receipt of the deposit by the Company shall not preclude the Company from discontinuing for non-payment the service covered by this deposit regardless of the sufficiency of the deposit to cover any indebtedness for service.

By the signing of this agreement, the Customer recognizes and agrees to abide by all existing policies, Tarrifs, Rules and regulations of the Company, and any amendments thereto. Copies of said Rules and Regulations, and amendments therto, are available for inspection at the utility office.

The Customer agrees that 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, testing, inspecting or removing Company property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance, the Company shall not be liable for trespass.

The Customer further agrees that all bills for water, sewer, and/or gas charges will be paid on or before the due date, and if not so paid, the Company will have the right to disconnect service and charge a fee for reconnecting the service.

It is further understood and agreed that the sale of water and/or gas to the Customer occurs at the meter and the Company has no responsibility relative to service after the water and/or gas reaches the Customer's side of the meter.

Customer: _____

Received by: _____
Printed by: _____