

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Applications For An Amendment)
Of Certificate For An Extension)
Of Territory And For an Original)
Water And Wastewater Certificate)
(for a utility in existence and charging)
for service))

Docket No. 992040-WS

ORIGINAL

In re: Application by Nocatee Utility)
Corporation for Original Certificates for)
Water & Wastewater Service in Duval)
and St. Johns Counties, Florida)

Docket No. 990696-WS

PREFILED DIRECT TESTIMONY OF

M.L. FORRESTER

ON BEHALF OF INTERCOASTAL UTILITIES, INC.

DOCUMENT NUMBER-DATE

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1 membership in the Fort George Island Carrying Capacity Study Group. I was also
2 listed as a significant contributor to the 1972 Water Quality Management Plan for
3 Duval County; and I was one of three co-authors of the original 1972 Eight Phase
4 City of Jacksonville Master Water and Sewer Improvement Program which outlined
5 the City's water and sewerage service needs to the year 2002. From October, 1965
6 to April, 1971, I was the General Manager of the Jacksonville Division for Southern
7 States Utilities Inc. At that time my responsibilities included direction of the utility
8 systems operations, analysis of proposed systems acquisitions, integration of new
9 acquisitions, liaison with regulatory agencies, rate case management, and
10 management of the company-owned office building in Jacksonville.

11 From April of 1959 to October of 1965, I was employed by Stevens Enterprises Inc.
12 which included assignments as draftsman, estimator, and construction coordinator
13 for Stevens Southern Company [an utility construction company], also as
14 purchasing agent for Dixie Wholesale Distributors [a wholesaler of utility supplies];
15 and finally as manager of AFS Water Service Company. In addition to those duties,
16 I also implemented the company's first electronic data processing system and was
17 responsible for the utility billing system and general accounting. I also functioned
18 as an assistant to the president of all three firms, Mr. A.F. Stevens.

19 Q: Have you been qualified as an expert in the area of utility regulatory matters,
20 management and rates?

21 A: Yes, I have appeared numerous times before the Duval County and St. Johns
22 County Commissions, the Florida Public Service Commission and Duval County
23 Circuit Court; and have been qualified as an expert in utility operations and
24 management, service territory and rate matters, and utility valuation.

25 Q: Who is Intercoastal Utilities?

1 A: Intercoastal Utilities is a Class "A" regional utility providing water and wastewater
2 services, since 1983, to a 4,500 acre territory in Northeast St. Johns County;
3 which presently serves approximately 3600 retail water and wastewater accounts
4 and about 200 water accounts through a wholesale interconnection. Intercoastal
5 also provides reuse service to the Sawgrass Country Club for irrigation of its 27-hole
6 golf course.

7 Q: Who is JUM, and what is their relationship with Intercoastal?

8 A. Jax Utilities Management (JUM) specializes in water and wastewater utilities and
9 has two major divisions. The contracting division provides construction services for
10 land-clearing and water, wastewater and stormwater pipeline installation for a large
11 number of municipal and investor-owned corporations. The second division provides
12 water, wastewater, and stormwater utility management, as well as operations and
13 maintenance services. Over its 25 year history, JUM has provided those operational
14 services to a number of municipal utility corporations and private investor-owned
15 utilities in northeast Florida, concentrating its operations in the Duval, Nassau, Clay,
16 and St. Johns Counties. Since 1983, Jax Utilities Management has provided for the
17 operation, maintenance, and management of the Intercoastal Utilities water and
18 wastewater systems, as well as the administration of Intercoastal's business and
19 economic/ environmental regulatory affairs.

20 Q: Please identify the document which has been marked Exhibit MLF-1.

21 A: Exhibit MLF-1 is the application of Intercoastal Utilities Inc. to the Florida Public
22 Service Commission for an amendment of certificate for extension for territory and
23 for an original water and wastewater certificate, for an utility in existence and
24 charging for service.

25 Q: Are the representations in that application reasonable and true and correct to your

1 knowledge?

2 A: Yes, to the best of my knowledge and belief they are. I provided the information
3 required for this application, caused its preparation and reviewed the application
4 prior to its submission. However, I have one correction to make in that application.
5 Based on advice from Intercoastal's engineers, Intercoastal is no longer proposing
6 the use of storm water as a supplemental supply to the reclaimed water reuse
7 system for residential services in the proposed territory. Intercoastal's engineers,
8 Post, Buckley, Schuh and Jernigan (PBS&J) reported in Intercoastal Utility's
9 Conceptual Master Plan (CMP) that "although the addition of reclaimed water to
10 stormwater storage ponds would be permitted by FDEP, it is our opinion the
11 resultant solids concentration would cause considerable problems in residential
12 ~~reuse~~ systems (i.e. small orifice sprinkler heads). Treating the stormwater to a solids
13 concentration level of the reclaimed water would not likely be cost effective. We,
14 therefore, have not considered the use of stormwater as a supplemental supply to
15 the reclaimed water system."

16 Q: Why does Intercoastal feel the Commission should consider Intercoastal's
17 application after the County's denial?

18 A: Intercoastal has long awaited and prudently pursued the opportunity to provide
19 service to this territory. But, as a regulated entity, Intercoastal cannot proceed with
20 its applications for construction or consumptive water use permits, unless and until
21 it is granted the authority to serve this area.

22 The March 20, 1999 announcement of the Nocatee development, after
23 Intercoastal's application to St. Johns County, constituted a major change in
24 circumstances affecting Intercoastal's (application proposed) schedule for, and
25 scope of, service facilities construction; but much more so, the area of the territory

1 proposed in that application and the jurisdiction required to properly adjudicate
2 Intercoastal's application.

3 It is a matter of record that one of the issues given "great weight" in the County's
4 decision to deny that application was the "inability of Intercoastal" to provide
5 unified service to the Nocatee development. But more precisely, it was the inability
6 of St. Johns County to grant Intercoastal a certificate to serve the Duval County
7 portion of Nocatee; not a failure on the part of Intercoastal.

8 Filing this application gave Intercoastal the opportunity to correct several of the
9 "conditions" upon which Intercoastal was "judged" in the County case.

10 Through discovery procedures available in these proceedings, Intercoastal was able
11 to obtain significant information concerning the Nocatee development schedules and
12 service requirements. This provided a foundation and, to a degree, justification for
13 Intercoastal's preparation of a Conceptual Master Plan of service for both the Duval
14 and St. Johns County parts of this territory. The absence of a plan of that scope
15 (including Nocatee and its future phases) was another issue given allegedly "great
16 weight" in the County's denial of Intercoastal's application.

17 Obviously, this Commission's jurisdictional authority to grant multi-county service
18 certificates ensures that the County's previous lack of such authority will not be
19 imputed to Intercoastal as an "inability" to provide service.

20 Further, consideration of Intercoastal's application by this Commission also affords
21 Intercoastal the assurance of unbiased and objective consideration of Intercoastal's
22 qualifications and capabilities to provide service to its requested territory.

23 The experience of the Commission and its staff also assures that all of the relevant
24 and significant issues of this case will be given due consideration in light of what
25 is best for Intercoastal and its customers.

1 Lastly, bringing this application to the Commission also provides the opportunity to
2 bring all of Intercoastal's existing and future customers under a system of service,
3 and rate monitoring and regulation, that will promote consumer confidence that their
4 best interests are being continuously examined, considered and served.

5 Intercoastal has become acutely aware that the professionalism of its regulatory
6 process is as much a part of superior service to its consumers as meeting water
7 demands and complying with environmental regulations. For all of the foregoing
8 reasons, Intercoastal has brought this application to the Commission.

9 Q: Why should this Commission approve Intercoastal's application?

10 A: For the reasons set forth in Intercoastal's application, my testimony and that of the
11 other Intercoastal witnesses, there is no need for any other entity to provide retail
12 services to the requested territory. As an existing, experienced and available Class
13 "A" Utility, Intercoastal can perform all of the functions required to provide the
14 needed services under any service scenario; including the construction of new
15 plants, bulk service purchase and distribution, or any other cost effective method.
16 In addition, it is in the best interest of the public to approve Intercoastal's
17 application. Intercoastal's rates and charges will compare favorably with any other
18 entity proposing retail service to this new territory, and there will be a positive
19 effect on Intercoastal's existing and future customer within its current service area.
20 Intercoastal's provision of services will be in compliance with environmental
21 regulations, comprehensive plans, and will supply a level of service equal to or
22 exceeding that of any other utility entity.

23 Expansion of Intercoastal's existing Regional Operations, under the jurisdiction and
24 oversight of the Commission, will be an orderly and efficient way to provide service
25 to the new territory, and will promote the continuing improvement of Intercoastal's

1 economy of scale.

2 Intercoastal has the qualifications, experience, capabilities, and resources to provide
3 excellent and reliable service to its proposed territory, and is willing to assume those
4 responsibilities.

5 Q: In your opinion, will Intercoastal be able to carry out the activities and the project
6 proposed by its applications.

7 A: Yes, in my opinion Intercoastal has the technical capability, operational expertise,
8 managerial experience and financial strength to accomplish all of its proposals.
9 Intercoastal is also well-supported in all of the necessary engineering, legal, and
10 economic disciplines by its consulting team to ensure that its plans are formulated
11 and carried out in an efficient and effective manner.

12 Q: Please explain for the Commission what Intercoastal proposes by its application.

13 A: Intercoastal is proposing the expansion of its authority to provide water and
14 wastewater systems and reuse services to a 23,000 acre area adjacent to the
15 western portion of its present regional service territory in northeast St. Johns
16 County. Approximately 2,000 of those 23,000 acres are located in the southerly
17 portion of Duval County, which would make Intercoastal a multi-county utility and
18 subject it to Commission jurisdiction. Therefore, the application includes bringing
19 Intercoastal's existing 4,500 acre St. Johns County certificated territory under the
20 Commission as well. In effect, Intercoastal's application proposes a consolidation
21 of the operations and management of the water, wastewater, and reuse systems
22 for the existing and proposed territories. The resulting regional utility operations
23 would considerably expand Intercoastal's already existing economies of scale to the
24 benefit of its current, as well as future, customers in both areas.

25 Q: Please describe the proposal of Intercoastal as it relates to reuse and reclaimed

1 water.

2 A: Intercoastal is proposing to construct and place into operation an area-wide
3 reclaimed water reuse pumping and transmission system, in conjunction with its
4 provision of potable water and wastewater services to this proposed territory.
5 Making reuse service available to new developments in this territory is in accordance
6 with Conservation Goal G.2 and Policy G.2.1.3 of the St. Johns County (SJC)
7 Comprehensive Plan 1990-2005 (the "Comp Plan") (Ref: GG-17, SJC Comp Plan
8 Adoption Document), which states, in part, that "new developments...shall...be
9 required to consider the use of effluents for irrigation."

10 Obviously, reuse service must be made available within this area as a prerequisite
11 to such consideration.

12 In its Potable Water and Sanitary Sewer Sub-Elements (Issues 4 and 5), the
13 Jacksonville/Duval County (DC) Comprehensive Plan cites requirements for reuse
14 by the St. Johns River Water Management District, which also includes "utilization
15 of reclaimed water for irrigation where available."

16 To that end, the SJC Comp Plan Policy G.2.1.4 (pg GG-18) requires that
17 "(w)astewater treatment plants with a minimum design capacity of 1.0 MGD,
18 planned and funded following adoption of the Plan, shall be designed and
19 constructed with the ability to provide reclaimed water for anticipated land
20 application and irrigation needs."

21 In combination, these (goals and) policies clearly reflect that the intent of the Duval
22 and St. Johns County Comp Plans is to ensure the availability and employment of
23 reuse services for and by new developments. Intercoastal's proposal to provide for
24 the availability of area-wide reuse service is responsive to that intent, and is clearly
25 in accordance with Conservation Goal G.2 of the SJC Comp Plan.

1 Q: Are there currently any utilities situated between the existing IU service area and the
2 proposed service territory?

3 A: The only existing utility located between Intercoastal's present service area and the
4 proposed service territory is that of Palm Valley Water Company, owned by Florida
5 Water Services. Palm Valley Water Company provides water service (only) to
6 approximately 200 residents and small commercials and purchases its water supply
7 wholesale from Intercoastal Utilities.

8 Therefore, Palm Valley Water Co. cannot provide the required services to this
9 territory, nor has it objected to Intercoastal's application to indicate that it desires
10 to do so.

11 Q: What is the "Local Sources First" policy?

12 A: "Local Sources First" is a term used in the St. Johns River Water Management
13 District Water 2020 Plan which refers to a declaration of State Legislature Water
14 Policy in Section 373.016 (4)(a), Florida Statutes. In that section, the Legislature
15 directed FDEP and the Water Management Districts to encourage the use of water
16 resources nearest the area of use or application, whenever practicable. Those
17 sources include nonpotable, reclaimed water and stormwater available in the area
18 of service, as well as the local aquifer supply.

19 Q: In your opinion, will the Intercoastal Utilities' plan of service be in compliance with
20 the Local Sources First policy?

21 A: Yes, in my opinion the Intercoastal Utilities plan of service will be fully in accord
22 with the Local Sources First policy. The Intercoastal plan is to reuse reclaimed
23 wastewater, generated within the service territory, for return to customers for
24 irrigation and other nonpotable purposes. Intercoastal's CMP also demonstrates that
25 Intercoastal's plan of service for water supply will utilize the local aquifer, in

1 combination with the above reuse system, in a way that will not adversely affect
2 the water resources in the area. Therefore, Intercoastal's plan of service will be in
3 compliance with the Local Services First policy of the state.

4 Q: What is the Nocatee Development?

5 A: Nocatee is a huge, multi-use, multi-phase, proposed Development of Regional
6 Impact and, if approved, would occupy about 15,000 acres of the territory planned
7 for service by Intercoastal Utilities. Nocatee's March 20, 1999 announcement,
8 including that it had been planned in secrecy over the prior 14 months, came as a
9 shock to the entire County, and to Intercoastal, because on November 7, 1997,
10 DDI's president had been quoted by a news article as saying, "this is all our
11 timberland, and we have no plans to sell it." Nocatee's 14,000 residential units and
12 over 5,000,000 square feet of mixed business space, hotels, schools, and
13 community service facilities strongly suggest rising land values for, and a continuing
14 urbanization of the territory, applied for by Intercoastal. That is essentially the same
15 scenario Intercoastal had previously envisioned for this territory.

16 Q: Did Intercoastal's interest in this area predate the Nocatee development
17 announcement?

18 A: Yes, it did. Intercoastal began its planning for this entire territory in mid-1996. That
19 long-standing commitment is a matter of public record. Intercoastal reviewed the
20 SJC 1994 Master Plan for Water and Wastewater Utilities which recommended
21 against extending the County's systems into this proposed territory (ref: Pg. 6-7,
22 par 2; Pg. 7-1, par 3). That Plan also recommended that water and wastewater
23 services within the proposed territory be provided by the adjacent private utility
24 systems. Therefore, in response to a 1996 request from the St. Johns River Water
25 Management District, Intercoastal submitted a Water Supply Needs and Sources

1 Assessment Plan through the year 2020 which addressed the future service needs
2 on both the east and west sides of the Intracoastal Waterway, including all of the
3 St. Johns County territory now being proposed for certification by Intercoastal.
4 Intercoastal recognized that the County Road 210 corridor, west of the Intracoastal
5 Waterway, would be the next logical area for continuation of the high rate of
6 development that Intercoastal has experienced in its existing certificated territory.
7 On November 20, 1997, one of Intercoastal's Board of Directors wrote a memo to
8 DDI's president, requesting a meeting to discuss Intercoastal's plans to certificate
9 this area and DDI's future needs for water and sewerage services for its properties.
10 My understanding is that the meeting request was verbally refused without mention
11 of any DDI planning for the Nocatee Development (Nocatee's announcement did not
12 occur until 3/20/1999 - eleven (11) days after Intercoastal filed its certificate
13 expansion application with the St. Johns County Water and Sewer Authority). On
14 January 1, 1998, the Water Management District produced a Water 2020 Plan map
15 of this proposed territory, indicating all of the sub-districts identified by Intercoastal
16 in its plan, as proposed areas of service by Intercoastal. Intercoastal also submitted
17 a copy of its planning calculations to the local water management district office,
18 with a request for review of those calculations as to their reasonableness and
19 application to the proposed territory. In its response to Intercoastal, the local office
20 confirmed the reasonableness of those calculations, but also cautioned Intercoastal
21 that the District could not begin review of a Consumptive Use Permit (CUP)
22 application, nor work extensively with Intercoastal to solidify a water resource plan,
23 until Intercoastal obtained the necessary authority to serve this proposed territory.
24 In its preparations to seek that authority, Intercoastal had already announced its
25 intent to certificate and provide service to this area within its management letters

1 to the St. Johns County Water and Sewer Authority, which were attached to
2 Intercoastal's 1996 and 1997 annual reports.

3 Q: Is Intercoastal presently regulated by St. Johns County?

4 A: Yes. Intercoastal's service area and rates are currently under the jurisdiction of the
5 St. Johns County Water and Sewer Authority, and have been since 1989 when St.
6 Johns County re-assumed that jurisdiction from the Florida Public Service
7 Commission.

8 Q: Did Intercoastal attempt to expand its territory to include much of the land area for
9 which it has applied in this case and all of the Nocatee development which is in St.
10 Johns County?

11 A: Yes. On March 9, 1999, Intercoastal submitted its application to the Authority for
12 extension of its certificates number 13 and 14 in order to provide water and
13 wastewater services to that area.

14 Q: Please briefly tell the Commission about that proceeding.

15 A: Subsequent to Intercoastal's application, objections were filed including DDI
16 Incorporated and Estuary Corporation, the landowners and developers of Nocatee;
17 the Jacksonville Electric Authority (JEA); the St. Johns County Utility Department;
18 United Water Florida, Inc; and the Hines Interests Limited Partnership. Ultimately,
19 the objections of United Water Florida and Hines Interests were withdrawn. All of
20 the remaining interveners were participants in one or more alternative proposals to
21 serve some portion of the territory included in Intercoastal's application. Because
22 both the St. Johns County Water and Sewer Authority and the St. Johns County
23 Utility Department are alter-egos of St. Johns County (and both are an extension of,
24 and controlled by, the St. Johns County Board of County Commissioners),
25 Intercoastal filed a motion for disqualification of the Authority and the Board of

1 County Commissioners of St. Johns County to hear that case. Ultimately, both the
2 Authority and the Board of County Commissioners denied that motion and quasi-
3 judicial hearings were held by both agencies on the matter, notwithstanding
4 Intercoastal's strong complaints as to their objectivity and the appearance of
5 impropriety. While they were not official interveners in the case, the Authority also
6 took public testimony from two current customers of Intercoastal Utilities and the
7 president and attorney of the Sawgrass Association, one of the many homeowner
8 associations in the area served by Intercoastal Utilities. Neither the developer, DDI
9 Incorporated, or Nocatee Utility Corporation presented themselves as competitors
10 of Intercoastal Utilities during these proceedings, only as objectors. The JEA role in
11 those proceedings appeared to be for the purposes of presenting its plan of service
12 for the area and supporting the objections of both DDI and the St. Johns County
13 Utility, with JEA being the ultimate benefactor, as service supplier, if Intercoastal's
14 application was disapproved.

15 In part, the objectors argued that Intercoastal's water transmission design was less
16 effective than that of JEA for initial fire protection service to the Walden Chase
17 project. This was resolved by Intercoastal's engineering testimony that Intercoastal
18 could match the JEA proposed transmission design at a lesser cost. (6/18/99 TR.
19 Vol III, pg. 452, et seq.). To a greater degree, objectors charged that Intercoastal's
20 initial plan of service did not adequately meet the Nocatee development schedules
21 and service demands.

22 It is worth repeating at this point that the announcement of the Nocatee
23 Development did not occur until after Intercoastal's filing of its application, and that
24 Intercoastal had made attempts to contact DDI, prior to Intercoastal's application,
25 regarding any possible plans that DDI might have for development of their lands in

1 this proposed territory. DDI did not respond to Intercoastal's earlier attempts to
2 obtain that information, and subsequently ignored Intercoastal's January 15, 1999
3 written offer to discuss the reasons for DDI's objection to Intercoastal's application
4 (which was also prior to DDI's announcement of the Nocatee development).
5 Therefore, Intercoastal Utilities was placed in the untenable position of attempting
6 to respond to the Nocatee development schedules and demands for service (which
7 were never presented to Intercoastal, but were only offered in DDI's engineering
8 testimony) during the Intercoastal hearings. To avoid that situation in this case,
9 Intercoastal has secured the information necessary for, and prepared, a Conceptual
10 Master Plan (CMP) of service which provides for the relevant and reasonable service
11 needs of this proposed territory. While that CMP will cost-effectively meet those
12 needs with a level and quality of service equal to that of any other potential
13 supplier, Intercoastal is willing to adapt its plans in any manner which might
14 increase that cost-effectiveness. In short, if Intercoastal's application is approved,
15 we would renew our January 4, 1998 request for wholesale service from JEA for
16 the purpose of testing the ability of that alternative to reduce our future cost of all
17 services to this proposed territory.

18 Q: Does Intercoastal believe that it received a fair hearing on its application in St.
19 Johns County?

20 A: No. Intercoastal was placed at a severe disadvantage in those proceedings, and
21 found itself defending an initial plan of service that was never intended to meet the
22 first phase demands of the giant Nocatee Development. Intercoastal's engineering
23 presentations did include the future installation of facilities which it believed would
24 provide for the initial needs of Nocatee, [gleaned from news media reports of that
25 development which appeared after Intercoastal's filing of its application, and prior

1 to Nocatee' presentment (in testimony) of its first phase and ultimate service
2 needs]. We were amazed to find that the final order of the Authority, while
3 disapproving the application of Intercoastal, stated that the Authority believed
4 Intercoastal did indeed possess the managerial, operational, and technical abilities
5 to provide service to the requested territory, and that Intercoastal could probably
6 provide the necessary financing of a project to supply that service. Further, that the
7 order also found Intercoastal's plan of service was not inconsistent with the St.
8 Johns County Comprehensive Plan, all vital elements in considering Intercoastal's
9 application. Despite the fact that the Authority found Intercoastal possessed all the
10 essential elements to provide service to its proposed territory, the Authority and
11 Board of County Commissioners still denied Intercoastal's application. This was not
12 unanticipated since both the opponent and the judge in this matter were the same.

13 Q: Why did Intercoastal choose to file this application?

14 A: As I indicated, Intercoastal Utilities has long-anticipated providing service to the
15 territory west of the Intracoastal Waterway. Intercoastal has believed the provision
16 of that service to be its assigned responsibility in accordance with the 1994 St.
17 Johns County Master Plan for Water and Wastewater Utilities; which recommended
18 against extending the County's systems into this area and stated that those services
19 could be provided by the adjacent private utility systems.

20 Intercoastal also believed that the SJC Comp Plan Policy J.1.1.5 (which states that
21 "(o)utside the areas served by County facilities, the County will support and
22 encourage provision of essential facilities and services through privately owned,
23 publicly regulated regional systems") clearly confirmed that responsibility, and
24 supplied reasonable assurance that Intercoastal's future request for certification of
25 the area would be supported and encouraged by the County; and would be given

1 fair consideration by the County's utility regulators if Intercoastal demonstrated its
2 ability to provide service to the territory. Following those beliefs and those County
3 planning recommendations, Intercoastal responded to the 1996 St. Johns River
4 Water Management District call for a survey plan of Intercoastal's long range water
5 requirements, and Intercoastal saw to it that water resource needs of this territory
6 were made a part of the District's Water 2020 Planning efforts.

7 Intercoastal also followed-up by announcing its intent to certificate and plan service
8 facilities for this territory to Intercoastal's regulator, the St. Johns County Water
9 and Sewer Authority, and, finally, continued its service plans with the next required
10 step, the filing of the application for certificate expansion with the County
11 Authority.

12 At the time of Intercoastal's application to the Authority, and prior to the Nocatee
13 announcement, Intercoastal was unaware that its plan to provide service to this
14 territory would necessitate the inclusion of a portion of Duval County land area. Had
15 DDI responded to Intercoastal's original inquiry for DDI's future development plans,
16 or even to Intercoastal's later request to discuss the objection filed by DDI,
17 Intercoastal would have been aware of that need and would have filed its original
18 application with this Commission, and not with the County Authority. In accord
19 with the SJC 1994 Master Plan, the SJC and DC Comp Plans, and sound utility
20 planning, Intercoastal is indeed the logical provider of service to this territory and
21 has in place a managerial, planning and operational organization prepared to supply
22 those services. Intercoastal already has a sizeable, existing customer base within
23 the area adjacent to this territory, and the rate and volume of growth being
24 projected for this territory would accelerate the improvement of Intercoastal's
25 customer base and its economies of scale.

1 In summary, Intercoastal has filed this application for the purpose of following
2 through on its long-standing strategic plans to provide service to this territory,
3 improve its existing operations, and to respond to the additional need to extend
4 services into Duval County for the Nocatee Development.

5 Q: Will Intercoastal's plans adversely impact the potable water aquifer by its provision
6 of service?

7 A: No. In Section 5.1 of Intercoastal's Conceptual Master Plan, PBS&J has stated that
8 they are confident from their review of the Nocatee Water Resources Study that
9 adequate investigations have been made to assure that Intercoastal's proposed plan
10 of service will not adversely affect the water resources in the area.

11 Q: Why is a lack of adverse impact on the potable water aquifer important?

12 A: St. Johns County has been designated by the Water Management District as a
13 priority water resource caution area because it is a potentially high growth area.
14 According to the draft Water 2020 Plan (Introduction, Page VIII), currently there are
15 no regional adverse groundwater withdrawal impacts in this study area. The Plan
16 also states that while there have been some localized impacts, those problems are
17 not currently widespread. However, because of the potential of adverse impact, the
18 Water 2020 Plan cautions that utilities must develop alternative water supply
19 strategies to mitigate any high aquifer impacts from that anticipated growth.
20 Even though the Nocatee water resources study shows that there is an abundant
21 supply of water available in this proposed territory, Intercoastal's plan to provide
22 area-wide reuse service responds to that call for caution and is in conformity with
23 the type of strategy the Water 2020 Plan was designed to encourage. At the same
24 time, Intercoastal's Plan to reuse reclaimed wastewater is also in accord with state
25 ("Local Sources First") policy.

1 Q: Do you believe the granting of this application will provide for the orderly expansion
2 of an existing utility?

3 A: Yes, I do, and my belief is supported by Goal J.1 and Policy J.1.1.5 of the St.
4 Johns County Comprehensive Plan (Comp Plan). Goal statement J.1 says, in part:
5 "The Board of County Commissions shall ensure the orderly and efficient provision
6 of the following facilities or services: sanitary sewer, potable water,...(etc)"; and in
7 support of that goal statement, Policy J.1.1.5 says "Outside the areas served by
8 County facilities, the County will support and encourage provision of essential
9 facilities and services through privately owned, publicly regulated regional systems."
10 I believe those statements clearly demonstrate that the Comp Plan considers the
11 expansion of privately-owned utilities to be an orderly and efficient method of
12 providing those services. In this case those statements are particularly true, because
13 providing services for a territory that is "next door" to an existing utility would be
14 efficient and orderly. This is a logical progression of Intercoastal's operations.
15 Moreover, that expansion will benefit not only the new territory but Intercoastal's
16 existing service area as well.

17 From the standpoint of utility facilities planning, the approval of this application will
18 provide Intercoastal the opportunity to establish new service facilities with good site
19 locations and modern, efficient designs to meet the ever escalating environmental
20 and health standards of the future. And, in the long term, the Intercoastal Utilities
21 CMP suggests a real possibility, or probability, that those new facilities could at
22 least integrate with and support, if not replace, Intercoastal's existing treatment
23 installations. Therein is a reasonable expectation of saving operating costs and
24 increasing the reliability of Intercoastal's systems in its existing certificated area.
25 From a broader standpoint, approval of this application is the key element in

1 Intercoastal's long-range strategic plan for improving its economy of scale, which
2 will provide a hedge against future environmental and health regulation compliance
3 cost, and operating expense, increases, with a reasonable expectation of stabilizing
4 Intercoastal's service rates in both the short and long term. That would benefit
5 Intercoastal's existing customers, as well as its future customers, in both the
6 current and proposed territories.

7 Q: In your opinion, does Intercoastal have the operational expertise to effectuate its
8 application?

9 A: Yes, in my opinion it does.

10 Q: Please describe that operational expertise.

11 A: The operating agent for Intercoastal Utilities is Jax Utilities Management (JUM),
12 which has a 25-year history of providing operations service to both municipal and
13 investor-owned utilities. Together, Intercoastal and JUM have operated the
14 Intercoastal Water and Sewer Utility Systems for 16 years, providing service to high
15 value properties that require quality service. Throughout that period, both companies
16 have accumulated a reputation with regulatory agencies for being reliable,
17 cooperative and responsive. In addition, near the end of Intercoastal's last rate case
18 in St. Johns County, the presiding chairman of the St. Johns County Board of
19 County Commissioners noted that throughout all of the hearings, there had been
20 absolutely no complaints regarding service provided by Intercoastal and JUM. In my
21 experience, it is extremely unusual for any utility to complete a proceeding of any
22 nature, much less a rate proceeding, in which there are no complaints of the utility's
23 operations from either the environmental agencies or the utility's customers. In my
24 opinion, that is the best possible demonstration of operational expertise.

25 Q: In your opinion, does Intercoastal have the managerial expertise to effectuate its

1 application?

2 A: Yes, in my opinion it does.

3 Q: Please describe that managerial expertise.

4 A: Intercoastal's strategic planning and operational policies are established or approved
5 by its corporate officers and Board of Directors, all of whom have a long history of
6 investment in utility operations, utility management, and experience in obtaining
7 financing for those operations. Intercoastal's corporate structure is supported by the
8 JUM managerial team, the members of which have utility experience ranging from
9 20 to 40 plus years each, with professional and technical qualifications in
10 accounting, planning and design, construction, utility operation and regulatory
11 matters. In my opinion, the simple fact that together these two groups have
12 developed a major utility and sustained its operations over a 16 year period,
13 demonstrates the necessary managerial expertise to continue to do so in the future.
14 In 1989, this Commission approved a substantial expansion of Intercoastal's
15 certificate area, citing Intercoastal's demonstrated ability to provide service to the
16 additional territory for its finding that the expansion was in the public interest.
17 Intercoastal's continuing operations over the past 10 years have only strengthened
18 the basis for that perception and finding.

19 I think it is also appropriate to point to the decisions of both Intercoastal and JUM
20 to assemble a consulting team composed of Post, Buckley, Schuh and Jernigan;
21 Burton and Associates; and Rose Sundstrom & Bentley, each of which has
22 extremely impressive qualifications and experience in the disciplines of, respectfully,
23 engineering design and utility operations, water resources economics and utility rate
24 design, and utility regulatory and environmental legal affairs. In my opinion,
25 assembling such a high quality team to advise and assist in accomplishing

1 Intercoastal's objectives, in and of itself, demonstrates managerial expertise.

2 Q: In your opinion, does Intercoastal have the financial strength necessary to
3 accomplish its application?

4 A: Yes, I believe it does.

5 Q: Please describe that financial strength.

6 A: In my opinion, Intercoastal's financial strength is in the principal stockholders of the
7 company. Those principals have demonstrated a long-standing commitment to
8 provide quality utility services that meet or exceed regulatory standards. They have
9 always gathered the financial resources necessary to meet those service needs and
10 to satisfy environmental requirements in the process. By approving the submission
11 of this application, those stockholders have demonstrated that they are willing to
12 continue providing their personal financial guarantees in order to secure
13 Intercoastal's financing needed to carry out its plan of service. That very
14 considerable stockholder financial strength is also supported by Intercoastal's
15 excellent relationship with First Union Bank which provided the financing for
16 Intercoastal's recently completed upgrading of its wastewater treatment plant.
17 When Intercoastal approached First Union with these expansion plans, one of First
18 Union's top financial executives responded very positively, stating that First Union
19 considers Intercoastal's plan of expansion to be both practical and attainable.
20 Additionally, First Union will provide funding for Intercoastal's expansion at
21 competitive market rates and is very enthusiastic at the prospect of the plan's
22 benefit to future customers in St. Johns County. That response also noted that
23 Intercoastal has a track record of financial stability, and that First Union is confident
24 of Intercoastal's managerial and technical capabilities to carry out its plan of service
25 to this new territory.

1 Thirdly, I believe that with Intercoastal's financial projections of its plan's operating
2 results and positive rate impacts, Intercoastal has gathered all the necessary
3 supporting information to secure adequate financing for its accomplishment of this
4 application.

5 Q: Has Intercoastal recently had a rate increase in St. Johns County?

6 A: Yes, as I alluded to earlier, Intercoastal was granted an increase in its wastewater
7 rates by St. Johns County in October, 1998.

8 Q: Was that rate increase well-received by the customers?

9 A: While I personally talked to a number of customers in telephone conversations
10 during the course of those proceedings who were reasonably understanding of the
11 utility's need to make the capital improvements to its wastewater treatment plant
12 (for compliance with regulatory mandates which were the cause of that increase),
13 I would have to admit that very strong and active opposition did come from one of
14 the larger homeowner associations in Intercoastal's service area. In fact, that
15 opposition was so vehement that although the St. Johns County Water and Sewer
16 Authority and Board of County Commissioners did approve the increase, those
17 customers were successful in convincing those two agencies that Intercoastal
18 should be subjected to a later audit of its earnings. Recently completed at the time
19 of this writing, the final report of that audit indicated that even with the
20 recommendations of the auditor for very severe adjustments to Intercoastal's
21 operating expenses, the maximum calculated earnings of Intercoastal would only
22 exceed those allowed by approximately sixth tenths of one percent. Because the
23 opposition by that one homeowner association is continuing, notwithstanding the
24 results of that audit, Intercoastal has agreed to yet another, even later, audit of its
25 operations in an attempt to put that customer's concern to rest.

1 Q: Have you reviewed the Exhibit MB-1 and Exhibit JM-1?
2 A: Yes, I have reviewed both of those Exhibits and discussed the contents with their
3 authors.
4 Q: In your opinion, do those documents reasonably and accurately reflect Intercoastal's
5 proposal and its ability to effectuate those proposals?
6 A: Yes, in my opinion, Exhibit JM-1 fairly and accurately represents Intercoastal's
7 intended plan of service to its proposed territory, and Exhibit MB-1 is a reasonable
8 projection of the average operating results and rates that Intercoastal Utilities would
9 need to carry out that plan of service.
10 Q: Does this conclude your prefiled testimony?
11 A: Yes it does.
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: Applications For An Amendment)
Of Certificate For An Extension)
Of Territory And For an Original)
Water And Wastewater Certificate) Docket No.
(for a utility in existence and charging)
for service))
_____)**

**APPLICATIONS FOR AN AMENDMENT OF CERTIFICATE
FOR AN EXTENSION OF TERRITORY AND FOR AN ORIGINAL
WATER AND WASTEWATER CERTIFICATE
(for an utility in existence and charging for service)**

Applicant, Intercoastal Utilities, Inc. (“Intercoastal”), by and through its undersigned attorneys, and pursuant to Rules 25-30.034 and 25-30.036, Fla. Admin. Code, and Section 367.171(7), Fla. Stat., hereby applies to the Florida Public Service Commission (“PSC”) for an amendment of its water and wastewater certificates for an extension of territory and for an original water and wastewater certificate to operate a water and wastewater for a utility in existence and currently charging for service and submits the following information:

Because these applications are separate applications (both for a certificate for Intercoastal’s existing territory which is currently jurisdictional to the St. Johns County Water and Sewer Regulatory Authority and for an extension of that territory into other portions of St. Johns County and Duval County) the information required by PSC rule is sometimes redundant. To the extent any information which is responsive to the criteria applicable to one application is also applicable to the criteria for the other application, then the application so notes and refers the reader to the location of the information within the application if previously supplied.



I.
MAPS

Intercoastal has filed with its Application a series of eight maps. These maps are either directly responsive to an applicable Administrative Code Rule or have been included to assist the reader of this Application in comprehending Intercoastal's proposal. These maps are attached hereto as **Composite Exhibit "A."** One copy of the maps are on file at the Public Service Commission. Any individual desiring a copy of these maps may obtain a copy, at the requesting party's expense, from the Commission.

II.
APPLICATION FOR CERTIFICATE OF AUTHORIZATION
FOR EXISTING UTILITY CURRENTLY CHARGING FOR SERVICE

(a) The utility's complete name and address is:

The full name and address of the Applicant is:

INTERCOASTAL UTILITIES, INC.
6215 Wilson Blvd.
Jacksonville, Florida 32210
Phone No. (904) 779-9292
Fax No. (904) 779-5733

The full name, address, and telephone number of the Applicant's attorneys to contact concerning this Application(s):

John L. Wharton, Esq.
ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555

- (b) **The nature of the utility's business organization and;**
- (c) **The name and address of all corporate officers, directors, partners, or any other person owning an interest in the utility:**

Intercoastal is a Florida corporation. The names, titles and addresses of its corporate officers and directors are as follows:

<u>Name</u>	<u>Title</u>	<u>Address</u>
H.R. James, Sr.	President/Dir.	Jax Utilities Mgmt., Inc. 6215 Wilson Blvd. Jacksonville, FL 32210
Burch Williams	V.P./Asst. Sec./Dir.	Laurel Grove Plantation Brunswick, GA
A.L. Burpee, Jr.	V.P./Asst.Sec.	Florida Title Group 1300 Riverplace Blvd. Jacksonville, FL 32207
Algie Outlaw	V.P./Director	Laurel Grove Plantation Brunswick, GA
W.M. Brannen	V.P./Sec./Treas./Dir.	Florida Title Group 1300 Riverplace Blvd. Jacksonville, FL 32207
C.D. Towers, Jr.	Director	Florida Title Group 1300 Riverplace Blvd. Jacksonville, FL 32207

- (d) **A statement regarding the financial and technical ability of the applicant to continue to provide service.**

Intercoastal has the requisite technical and financial ability to render service to the proposed amended territory. Intercoastal has provided water and wastewater service to its existing territory since 1983. Jax Utilities Management, Inc. ("JUM") manages Intercoastal's day to day operations

and facility maintenance, billing, and customer service and will continue to so manage Intercoastal. JUM, established in 1974, has extensive industry experience in both municipal and investor owned water and wastewater utility systems management, operations, regulatory matters, finance and construction.

Intercoastal has operated its present system for sixteen years and has created, expanded, operated, and maintained that major utility system over that time. JUM's primary staff has 285 man years of utility experience. Mr. M.L. Forrester, the individual within JUM primarily responsible for oversight of Intercoastal, has forty years experience in the water and wastewater business. Mr. Buddy James, Intercoastal's President, has been in the utility business for forty-five years. JUM also employs individuals who are experts in both utility planning and comprehensive planning.

JUM has a twenty-five year history of providing operations service to both municipal and investor-owned utilities. Intercoastal and JUM have operated these systems and Intercoastal's present certificated area in St. Johns County for sixteen years providing service to high-valued properties that require and demand a high quality of service. Throughout those periods, Intercoastal has obtained a good reputation with regulatory agencies for being both cooperative and very responsive to their requests.

Intercoastal's strategic planning and its operational policies are established by its corporate officers and its Board of Directors, all of whom have a long history of financial, managerial, and operational expertise in utilities. The JUM management team has experience that ranges anywhere from twenty to forty years each and includes a number of professional and technical qualifications in accounting, planning and design, construction, utility operations and regulatory matters.

The Intercoastal's consulting team include:

- The firm of Post, Buckley, Schuh and Jernigan ("PBS&J"), a nationwide firm with extensive experience in water and wastewater utility planning, engineering, operations, and rate regulation.
- The firm of Burton and Associates, specializing in utility economics and financial modeling, including rate design, cost and revenue forecasts, and utility operations and economic regulation analyses.
- The law firm of Rose, Sundstrom and Bentley, LLP, specializing in utility regulation and financing.

Intercoastal possesses the necessary managerial, technical, operational and financial capabilities to provide safe, sufficient, adequate and efficient water and wastewater service to its existing and requested territories.

The proposed extension facilities will be funded by a combination of contributions in aid of construction, net operating, revenues, and a variety of short and long term debt instruments. Intercoastal's capital structure will be maintained in accordance with industry and regulatory guidelines, to provide sufficient financial strength for the supply of safe, adequate and efficient service.

Stockholders of Intercoastal will utilize their substantial net worth for the purposes of either financing the project or attracting the capital necessary to effectuate the project. Intercoastal's shareholders will not only utilize their personal resources to carry out the proposed extension of the service territory, but they take no money out of the utility for gas, food, insurance, wages, or any other expenses and this fact has been proven by Intercoastal's yearly submissions to the St. Johns County Water and Wastewater Regulatory Authority. The shareholders are committed to either

advance those funds necessary or to assist in the securing of the needed financing, to effectuate Intercoastal's applications.

Intercoastal, JUM, and several of the principals in those entities have been customers of the First Union Bank for more than twenty years and First Union Bank has had an excellent experience with Intercoastal and considers Intercoastal to be highly reputable, highly competent and highly capable.

- (e) **Evidence that the utility owns the land upon which the utility treatment facilities are located, or a copy of an agreement which provides for the continued use of the land.**

Evidence that the utility owns the land upon which the current utility treatment facilities are located is appended hereto as **Exhibit "B"**.

- (f) **One original and two copies of a tariff, containing all rates, classifications, charges, rules and regulations, which shall be consistent with Chapter 25-9, Florida Administrative Code.**

One original and two copies of a proposed tariff utilizing the Commission's Model Tariff combined with Intercoastal's existing approved tariff are appended hereto as **Exhibit "C"**.

- (g) **A statement specifying on what date and under what authority the current rates and charges were established.**

Intercoastal's current rates and charges were established as follows:

- **Current Water Service Charges**

10/14/96: 1996 Price Index & Pass Through Filing with
St. Johns County Water & Sewer Authority

9/27/90: Rate Case BCC Order No. 90-00089
Docket No. 90-00007-0004-0001

- **Current Water Service Availability Charges**

3/28/86: PSC Docket No. 860028-WS, Order No. 15911

- **Current Wastewater Service Charges**

10/19/98: Limited Proceeding
St. Johns County Water & Sewer Authority
BCC Order No. 98-00005

- **Current Wastewater Service Availability Charges**

3/28/86: PSC Docket No. 860028-WS, Order No. 15911

- (h) **A description of the territory to be served, using township, range and section references as specified in Rule 25-30.030(2).**

An accurate description of the territory currently being served is attached as **Exhibit "D"**.

- (i) **One copy of a detailed system map showing the lines, treatment facilities and the territory to be served. Any territory not served at the time of the application shall be specifically identified on the system map. The map shall be of sufficient scale and detail to enable correlation with the description of the territory to be served.**

Attached as **Composite Exhibit "A"** is a detailed map showing Intercoastal's existing lines, facilities and the territory being served. The subdivisions and areas effected by these applications are specifically identified.

- (j) **One copy of the official county tax assessment map or other map showing township, range, and section with a scale such as 1"=200' or 1"=400', with the proposed territory plotted thereon by use of metes and bounds or quarter sections, and with a defined reference point of beginning.**

Attached as **Composite Exhibit "A"** is a map showing Intercoastal's current territory.

- (k) **The numbers and dates of any permits issued for the systems by the Department of Environmental Protection are and;**
- (l) **The date the utility was established is and;**
- (m) **A statement explaining how and why applicant began providing service prior to obtaining a certificate of authorization.**

Intercoastal did not commit service prior to obtaining a Certificate of Authorization. The certification history of this utility is set forth in II(o) herein.

Water

Intercoastal currently provides potable water service to its customers and reclaimed wastewater to the Sawgrass Country Club for irrigation of its golf course and beautification areas. Water service is provided for single family homes, apartments, condos, retail commercial buildings, country clubs, churches, and schools. Intercoastal also provides water-only irrigation services and provides water to Palm Valley Water Company (through a bulk-service agreement).

The water utility system was originally established in 1974.

The water service territory amendment being proposed by the extension is for potable and non-potable water services and will service single family and multi-family housing, commercial and industrial properties, hotels, golf courses, schools, churches, retail areas, office areas, governmental service buildings and office properties, and community centers.

The Florida Department of Environmental Protection (“FDEP”) Water Treatment Plant permit numbers and dates issued to Intercoastal are as follows:

#B14620A	10/10/73
#B14620B	10/11/74

#WC55-128095	02/25/87
#WC55-256882	09/06/94
#WC55-30061	03/03/97

Wastewater

Wastewater service is currently provided to single family homes, apartments, condos, retail commercial buildings, churches, country clubs, and schools.

The wastewater service territory amendment being proposed by the extension and will service single family and multi-family housing, commercial and industrial properties, hotels, golf courses, schools, churches, retail areas, office areas, governmental service buildings and office properties, and community centers. Intercoastal plans to construct an area-wide reuse system to meet the proposed territory's irrigation needs. The wastewater source for the reuse system will include both reclaimed wastewater and available stormwater.

Intercoastal's current Wastewater Treatment Plant permit number is FL 117897 issued on 7/30/97 by the FDEP and expires on 7/30/2002.

The wastewater utility system was originally established in 1974.

- (n) **A schedule showing the number of customers currently served, by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.**

A schedule showing the number of customers currently being served by class and meter size, as well as the number of customers projected to be served when the requested service area is fully

occupied is attached as **Exhibit “E”**. On June 1, 1999, the total water customers served were 3,517. The number of water customers estimated to be served when the territory is fully occupied is 6,586.

(o) A statement showing the need for service in the proposed area.

This statement necessarily, and for the ease of the reader of these Applications, addresses both the need for service and Intercoastal’s existing territory in St. Johns County and the need for service projected in Intercoastal’s requested extension area.

Intercoastal is a Class “A” water and wastewater utility located in St. Johns County. The Utility began its operations in 1983 when it acquired the Sawgrass Utility System from the Arvida Corporation. Intercoastal was initially regulated by the St. Johns County Commission, but then transferred to PSC regulation in 1985. Regulation was returned to the St. Johns County Water and Sewer Authority (“Authority”) in 1989. Intercoastal currently provides water and wastewater service in St. Johns County; water service is provided pursuant to water franchise certificate number 13 and sewer service is provided pursuant to sewer franchise certificate number 14, both issued by the Authority.

(1) TERRITORY LOCATION

Need for service in Intercoastal’s presently regulated territory is ongoing and will continue.

The proposed territory extension is for both water and wastewater service. The proposed area consists of approximately 23,900 acres; 21,900 acres of the 23,900 acres (92%) is located in northeast St. Johns County. The remaining 2000 acres (8%) extend into southeast Duval County.

(2) PLANNED DEVELOPMENT NEEDS

Currently, there are three new developments planned within the proposed territory, which aggregated cover 15,469 acres (65%) of the total proposed service area. The Nocatee Development (“Nocatee”) consists of approximately 15,000 acres. Nocatee is located in the central and southern portions of the proposed territory. A portion of the Nocatee Development is located in southeast Duval County. The proposed amendment would provide contiguous service for the first phase of the Nocatee Development. The Nocatee Development is scheduled to produce 11,224 single family homes; 3,960 multi-family units; 4,000,000 square feet of general office space; 1,000,000 square feet of retail/commercial space; and a variety of resort, institutional and community uses.

The Walden Chase Development (“Walden Chase”) is located at the western edge of the proposed territory, south of CR210. Walden Chase will consist of 585 residential units, with approximately 500,000 square feet of office, commercial, and industrial space. Walden Chase covers 346 acres, and is located in a Florida Aquifer Recharge Area. While St. Johns County currently proposes service to the Walden Chase development by and through facilities which are not in place at the time of this Application, for reasons which Intercoastal will make known to the Commission, Intercoastal disputes the County’s ability and authority to provide such service.

The Marsh Harbor Development (“Marsh Harbor”) is located at the eastern boundary of the proposed territory, south of CR210 and adjacent to the Intercoastal Waterway. Marsh Harbor consists of 123 acres and is scheduled to produce up to 76 residential units and five acres of mixed commercial use.

(3) EXISTING DEVELOPMENT NEEDS

Currently, there exists four areas within the proposed territory which are presently served by wells and septic tanks. Two of these areas are platted subdivisions: Palm Valley Harbour located north of Marsh Harbor and Quail Ridge, located south of Walden Chase. The other two areas are identified as the U.S. 1 and Old Dixie Highway Service Corridors; both contain a mixture of community, commercial and industrial use parcels, mobile home and rural residential properties. There are currently no general failures of wells or septic tanks which would require immediate action to provide services to those areas. However, Intercoastal's regional service planning will provide for the placement of potable water and wastewater systems appurtenances to facilitate the furnishing of those services in the future. Obviously, removal of these onsite systems in favor of the central facilities which Intercoastal proposes to construct is in the public interest.

(4) ENVIRONMENTAL NEEDS

Southeastern Duval County and northern St. Johns County are designated as Priority Water Resource Caution areas, due in part to their anticipated population growth, and the susceptibility of the Floridan Aquifer to saltwater intrusion from excessive aquifer withdrawal rates. Within this undeveloped territory, Intercoastal is proposing a separate, area-wide reuse system to meet this territory's need for irrigation water. The proposed reuse system will limit potable water aquifer withdrawals to domestic demands. The reuse system will also include reclaimed wastewater and stormwater.

(5) NEED FOR ECONOMICAL SERVICE

The integration of Intercoastal's current operations with those resulting from its proposed service would broaden Intercoastal's economy of scale. The integration of operations would have

a stabilizing effect upon Intercoastal's service rates and charges, benefitting both existing and future customers.

- (p) **A statement that to the best of the applicant's knowledge, the provision of service in this territory will be consistent with the water and wastewater sections of the local comprehensive plan as approved by the Department of Community Affairs at the time the application is filed, or, if not consistent, a statement demonstrating why granting the territory would be in the public interest.**

To the best of the Applicant's knowledge, the provision of service in this territory will be consistent with the water and wastewater sections of the St. Johns County Comprehensive Plan.

III.
APPLICATION FOR AMENDMENT TO CERTIFICATE
OF AUTHORIZATION TO EXTEND SERVICE

- (a) **The utility's complete name and address is:**

See II(a).

- (b) **A statement showing the financial and technical ability of the utility to provide service and the need for service in the area requested.**

See II(d) and II(o)

- (c) **A statement that to best of the applicant's knowledge the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs, or, if not, a statement demonstrating why granting the amendment would be in the public interest.**

To the best of the applicant's knowledge, the provision of service will be consistent with the St. Johns County and Duval County Comprehensive Plan water and wastewater sections.

- (d) **Evidence that the utility owns the land upon which the utility treatment facilities that will serve the proposed territory are located or a copy of an agreement, such as a 99-year lease, which provides for continued use of the land.**

Evidence the utility owns the land upon which current treatment facilities are located is attached hereto as responsive to Section II of these applications. To the extent additional treatment facilities are necessary, that land will be acquired by Intercoastal on an as-needed basis either through purchase, contribution, or acquisition.

- (e) **A description of the territory proposed to be served, using township, range and section references as specified in Rule 25-30.030(2).**

A description of the territory proposed to be served is attached hereto as **Exhibit "F"**.

- (f) **One copy of a detailed system map showing the proposed lines, treatment facilities, and the territory proposed to be served. The map shall be of sufficient scale and detail to enable correlation with the description of the territory.**

One copy of a detailed system map showing the proposed lines, treatment facilities and the territory proposed to be served is attached hereto as **Composite Exhibit "A"**.

- (g) **If the utility is planning to build a new wastewater treatment plant, or upgrade an existing plant to serve the proposed territory, provide a written description of the proposed method(s) of effluent disposal.**

- (h) **If (g) above does not include effluent disposal by means of reuse, a statement that describes with particularity the reasons for not using reuse.**

Intercoastal proposes a comprehensive, cost-efficient, and environmentally beneficial plan of reuse throughout the proposed extension area.

- (i) **One copy of the official county tax assessment map or other map showing township, range, and section, with a scale such as 1"=200' or 1"=400', with the proposed territory plotted thereon by use of metes and bounds or quarter sections, and with a defined reference point of beginning.**

One copy of the official County tax assessment map or other map showing the township, range and section with the proposed territory plotted thereon is attached hereto as **Composite Exhibit "A"**.

- (j) **A statement describing the capacity of the existing lines, the capacity of the treatment facilities, and the design capacity of the proposed extension.**

The following is the system information for the wastewater and water systems, both existing and proposed, which will be utilized to effectuate the Applications.

Wastewater

The wastewater treatment facility is operated under Permit Number FL0117897 issued by FDEP on July 31, 1997. The permit authorizes the utility to operate a 0.8 mgd Annual Average Daily Flow (AADF) extended aeration treatment plant and to construct and operate a new 1.5 mgd AADF advanced secondary treatment plant with a new 1.2 mgd AADF outfall to the Intercoastal Waterway (ICWW). The new facilities will be completed and placed in service by December 30, 1999.

After the new facility is placed in operation, the utility will be permitted to discharge 0.30 mgd AADF of reclaimed water to the Sawgrass Golf and Country Club and 1.2 mgd AADF to the ICWW.

a) Initial Wastewater Service to the West Certificated Area

The west certificated area will be served by a new 1.0 mgd wastewater treatment plant centrally located in the Nocatee community. Based on initial flow projections the plant will provide capacity through 2006, at which time an expansion will be online. The plant will include a sequential batch reactor (SBR) treatment unit with filtration and high level disinfection for public

access reuse. Initial lift stations will be provided at the Walden Chase and Marsh Harbor communities with 8-inch and 6-inch force mains, respectively, to the new treatment plant. Treated effluent for reuse will be discharged to lined storage pond designed for a minimum 3-days storage at average daily flow. A 12-inch outfall to the Intercoastal Waterway will be provided for wet weather discharge. The plant will be expanded, in phases, at this site to provide treatment capacity through buildout.

A map of the proposed improvements is attached as **Composite Exhibit "A."**

b) Initial Public Access Reuse Service to the West Certificated Area

Public access reuse for the westerly certificated area will be provided by a new reuse pumping station located at the reclaimed water storage ponds. New 12-inch reuse transmission mains will be provided to supply reclaimed water to the Nocatee, Walden Chase, and Marsh Harbor communities. A 750 gpm water supply well will be provided as a backup supply to the reclaimed water system. Although the existing ICU discharge to the Intercoastal Waterway can provide up to 900,000 gpd of reclaimed water, the cost for pumping and transmission of this optional supply far exceeds the cost of providing the backup supply well.

A map of the proposed improvements is attached as **Composite Exhibit "A."**

Water

The existing water treatment system includes two water treatment plants with a rated capacity of approximately 1.77 mgd based on the limiting capacity of the high service pumps. Design and permitting for expansion of the system is currently underway and construction of the improvements are expected to be completed by the end of the year 2000. On completion of the improvements, the

system will have a rated capacity 4.45 mgd (ADF). This rated capacity is limited by high service pump capacity criteria, based on the following rating criteria.

Unit Process	Rating Criteria
Wells	Max day of 225% adf with largest well out of service
Aerators	Max day flow rate of 225% adf
Storage	16 hour flow rate of 150\$ and 4 hours detention time
High Service Pumps	Peak hour flow rate of 450% adf with largest pump out of service

The system is extended, as required, to meet the needs of the service area.

a) Initial Potable Water Service to the West Certificated Area

Potable water and fire protection for the west certificated area will initially be provided by a new 1.0 mgd (ADF) water treatment plant located central to the proposed Nocatee community. A 16-inch water transmission main will also be constructed along CR210 with an optional 12-inch interconnection to the existing Intercoastal Utilities' system east of the Intercoastal Waterway. The water treatment plant will be designed to for maximum day plus a two-hour commercial fire flow of 1500 gallons per minute (gpm). The plant will include a 1.5 mg ground storage reservoir with aerator, three (3) raw water supply wells (750 gpm each) and disinfection. Based on initial projections the plant will provide potable water capacity through 2005. This plant will be expanded in future phases and will be one of two water treatment plants planned for the area.

A map showing the conceptual location of the proposed improvements is attached as **Composite Exhibit "A."**

- (k) The numbers and dates of any permits issued for the proposed systems by the Department of Environmental Protection.**

Except to the extent that any customers in the proposed extension areas will receive service from other than existing facilities [(for which the numbers and dates of any permits issued have been set forth under II(k)] such permits are not yet in existence.

- (l) A detailed statement regarding the proposed method of financing the construction, and the projected impact on the utility's capital structure.**

A detailed statement regarding the proposed method of financing the construction necessary to effectuate the project is set forth within the response to II(d) herein.

- (m) A description of the types of customers anticipated to be served by the extension.**

A description of the types of customers anticipated to be served by the extension is contained within Section II(o).

- (n) A statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.**

No negative impact on monthly service charges or service availability charges is currently anticipated to result directly from this extension of the Utility's service territory. As the Utility grows to provide service to its existing and proposed service territories, and as growth occurs in the expanded service area, the current and future fixed costs of Intercoastal will be able to be spread over a larger base of customers, thus, benefitting not only the future customers of the expanded service area, but also the existing customers of Intercoastal.

- (o) **The original and two copies of sample tariff sheets reflecting the additional service area.**

The original and two copies of a proposed tariff utilizing the Commission's Model Tariff combined with Intercoastal's existing approved tariff and reflecting the additional service area are appended hereto as **Exhibit "C"**.

- (p) **The applicant's current certificate for possible amendment.**

The applicant's current certificates will be forwarded to the Commission upon an order noticing an intent to grant Intercoastal's applications.

- (q) **The number of the most recent order of the Commission establishing or changing the applicant's rates and charges.**

The applicant's most current rates and charges were established by the St. Johns County Water and Sewer Regulatory Authority. However, those orders which established Intercoastal's rates and charges over the last several years are set forth with more specificity at II(g) hereto.

- (r) **An Affidavit that the utility has tariffs and annual reports on file with the Commission.**

Intercoastal is not currently jurisdictional to the Public Service Commission. However, an affidavit that the utility has tariffs and annual reports on file with the St. Johns County Water and Sewer Regulatory Authority is appended hereto as **Exhibit "G"**.

IV. AFFIDAVITS

All affidavits required by Rule which pertain to notice or publication will be filed as **Late Filed Composite Exhibit "H."**

DATED this 30th day of December, 1999.



John L. Wharton, Esq.
ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, FL 32301
(850) 877-6555
On behalf of Intercoastal Utilities, Inc.

Intercoa\psc\latest.app

Composite Exhibit "A"

At the request of Commission Staff, these maps have been provided directly to Richard Redemann in the Division of Water and Wastewater.

Exhibit "B"

Special Warranty Deed

Sawgrass Plant(s) Site

(Location of BOTH Sawgrass
Water Treatment Facility AND
Sawgrass Wastewater Treatment
Facility)

SPECIAL WARRANTY DEED

SAWGRASS UTILITIES, INC., a Florida corporation whose address is Post Office Box 600, Ponte Vedra Beach, Florida 32082 ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other considerations received from INTERCOASTAL UTILITIES, INC., a Florida corporation whose address is Suite 600, 1300 Gulf Life Drive, Jacksonville, Florida 32207 ("Grantee") hereby, on this 1st day of September, 1983, grants, bargains, sells, conveys and confirms to Grantee and its successors and assigns, all the real property in St. Johns County, Florida described on Exhibit A attached to and made a part of this deed (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor hereby reserves for itself, its successors and assigns an easement in, on, over and upon the Utility Site portion of the Property as may be reasonably necessary for the purpose of preserving, maintaining or improving the lake located adjacent to the Property and any other areas the maintenance of which is to be performed by Grantor or its successors or assigns.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances except those noted on Exhibit B attached to and made a part of this Deed (the "Permitted Encumbrances") and that except for the Permitted Encumbrances Grantor will warrant and defend Grantee's title against the lawful claims of all persons claiming by, through or under Grantor but against no other person.

IN WITNESS WHEREOF, Grantor has executed this Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

SAWGRASS UTILITIES, INC.

Ming K. Moffatt
[Signature]

By: [Signature]
Its: Vice President

STATE OF FLORIDA)
COUNTY OF Duval)ss

The foregoing instrument was acknowledged before me, this 1st day of September, 1983, by Peter S. Rummel the Vice President of SAWGRASS UTILITIES, INC., a Florida corporation, on behalf of the corporation.

Dulcie V. Janier
Notary Public, State of Florida
at Large.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Dec. 12, 1986

589K1

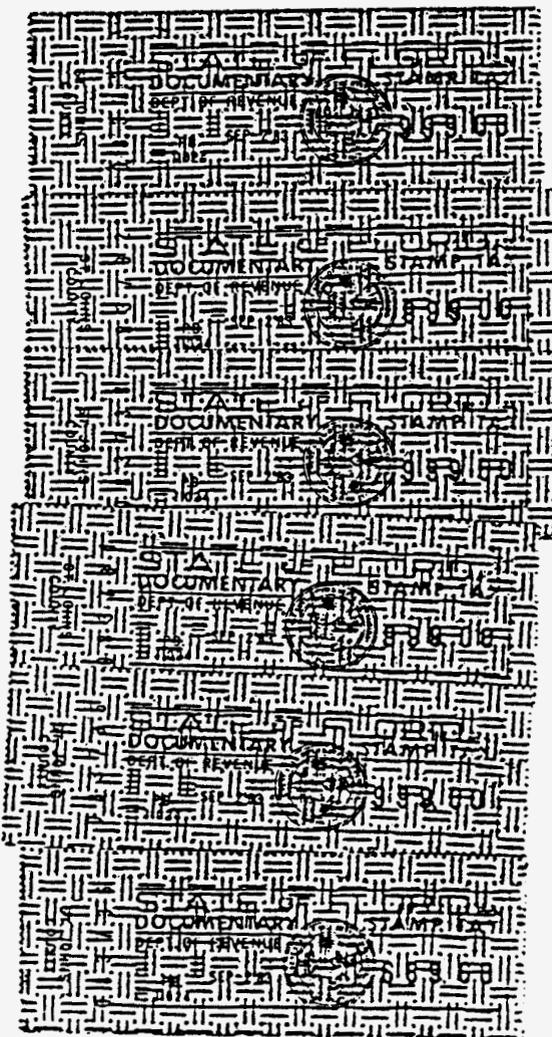
THIS INSTRUMENT PREPARED BY
JOHN G. METCALF
PAPPAS & MOORHOUSE
1901 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202
Return to →

UTILITY SITE

F101
F601
Sawgrass WTP/
WWTP site

A portion of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: Commence at the intersection of the southerly right of way line of Sawgrass Drive West (Parcel "A") as shown on the plat of Sawgrass Unit One as recorded in Map Book 12 pages 3 through 18 of the public records of said county, with the Easterly right of way line of State Road No. 11A, (a 200 foot right of way as now established); thence South 07°09'50" East, along said Easterly right of way line, 344.86 feet to the POINT OF BEGINNING; thence continue South 07°09'50" East, along said Easterly right of way line, 732.71 feet; thence North 82°50'10" East, 220.00 feet; thence South 07°09'50" East, 5.00 feet; thence North 82°50'10" East, 8.46 feet; thence North 07°09'50" West, 5.00 feet; thence North 04°51'07" East, 105.51 feet; thence North 11°10'06" East, 120.48 feet; thence North 11°15'13" West, 111.70 feet; thence North 28°23'31" East, 64.71 feet; thence North 01°56'31" East, 72.63 feet; thence North 13°06'54" West, 115.45 feet; thence North 16°44'52" East, 93.08 feet; thence South 84°06'23" West, 138.60 feet; thence North 05°53'37" West, 60.00 feet; thence South 87°08'12" West, 218.62 feet to the POINT OF BEGINNING.

Containing 4.87 acres, more or less.



Warranty Deed

Plantations Plant Site

(Location of Plantations
Water Treatment Facility)

PG 29172

Multiple Entries to this Database - This is also an easement

O.R. 723 PG

0645

(F819)
(F821)
(F102)
Plantation Unit
WDS
SC

WARRANTY DEED

THIS INDENTURE, made this 5th day of November, 1986, between THE PLANTATION DEVELOPERS, a Florida general partnership, grantor, and INTERCOASTAL UTILITIES, INC., grantee, of the County of St. Johns, State of Florida; 1300 GULF LIFE DRIVE, SUITE 600, JAX FLA 32207

W I T N E S S E T H:

That the said grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said grantee its heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Johns, State of Florida, to wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Together with a perpetual, non-exclusive easement for ingress and egress, and the installation, maintenance and replacement of utility lines and facilities related thereto, over, across and under the property described on Exhibit "B", attached hereto. (*)

Subject to the Amended and Restated Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for The Plantation at Ponte Vedra, and the ad valorem property taxes accruing subsequent to December 31, 1985.

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

IN WITNESS WHEREOF, the said grantor has caused this instrument to be executed in its name by its Managing General Partner the day and year first above written.

Signed, sealed and delivered in the presence of:

THE PLANTATION DEVELOPERS, a Florida general partnership, by and through its managing general partner,

FLORIDA TITLE GROUP, INC.

Mary Kay Moffatt
[Signature]

By: [Signature]
H. R. James, Sr.,
Vice President

Attest: [Signature]
W. M. Brannen,
Assistant Secretary

FLORIDA DOCUMENTARY STAMP TAX PAID
Date 11-6-86 Amt .50
CARL "BOB" HANKEL
Clerk Circuit Court St. Johns County
By Connie E. McDaniel Deputy Clerk

(CORPORATE SEAL)

PREPARED BY AND RETURN TO:
DOUGLAS A. WARD
ROGERS, TOWERS, BAILEY, JONES & GAY
ATTORNEYS AT LAW
1300 GULF LIFE DRIVE
JACKSONVILLE, FLORIDA 32207

PJW/INTERCOASTAL/WARRANTY DEED

27

[Signature]

STATE OF FLORIDA

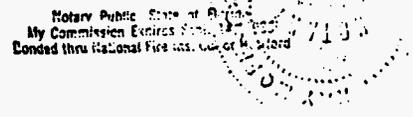
COUNTY OF DUVAL

The foregoing was acknowledged before me this 5 day of November, 1986, by H. R. James, Sr. and W. M. Brannen, the Vice President and Assistant Secretary, respectively, of FLORIDA TITLE GROUP, INC., a Florida corporation, the managing general partner of THE PLANTATION DEVELOPERS, a Florida general partnership, on behalf of the corporation and general partnership.

Mary Kay Bluffat

Notary Public, State of Florida

My Commission Expires: 11-17-88



WELL SITE:

(F102) (Well No 3?)

O.R. 723 PG 0647

A portion of Section 44, Frances X. Sanchez Grant, being with in the Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Lot 112, The Plantation at Ponte Vedra Unit 1, as shown on map Recorded in Map Book 19, Pages 38 through 50 inclusive of the Public Records of said County; thence Southerly, Southwesterly, and Westerly, along the Westerly, Northwesterly, and Northerly, right-of-way lines of Plantation Circle, (a 60 foot right-of-way as now established), run the following 7 courses and distances; Course No. 1: Southeasterly, along and around the arc of a curve concave Northeasterly, having a radius of 1621.02 feet, an arc distance of 277.19 feet, said arc being subtended by a chord bearing and distance of South 15°26'36" East, 276.85 feet, to the point of reverse curvature of a curve to the right; Course No. 2: thence Southeasterly along and around the arc of a curve concave Southwesterly, having a radius of 438.68 feet, an arc distance of 239.07 feet, said arc being subtended by a chord bearing and distance of South 04°43'46" East, 236.13 feet, to the point of Tangency of said curve; Course No. 3: thence South 10°52'59" West, 125.65 feet, to the point of curvature of a curve to the right; Course No. 4: thence Southwesterly along and around the arc of a curve concave Northwesterly, having a radius of 795.44 feet, an arc distance of 431.84 feet, said arc being subtended by a chord bearing and distance of South 26°26'08" West, 426.55 feet, to the point of compound curvature of a curve to the right; Course No. 5: thence Southwesterly and Westerly, along and around the arc of a curve concave Northwesterly, having a radius of 698.13 feet, an arc distance of 840.18 feet, said arc being subtended by a chord bearing in disance of South 76°27'56" West, 790.39 feet, to the point of Tangency of said curve, Course No. 6: thence North 69°03'27" West, 117.30 feet to the point of curvature of a curve to the left; Course No. 7: thence Westerly along and around the arc of a curve, concave Southwesterly, having a radius of 850.55 feet, an arc distance of 20.0 feet, said arc being subtended by a chord bearing in distance of North 69°43'52" West, 20.0 feet; thence North 14°25'11" East; 270.0 feet; thence North 61°01'52" West, 140.23 feet; thence South 82°56'00" West, 162.91 feet; thence North 00°00'00" East, 75.93 feet to the POINT OF BEGINNING; thence continue North North 00°00'00" East, 20.0 feet; thence North 90°00'00" West, 20.0 feet; thence South 00°00'00" East, 20.0 feet; thence North 90°00'00" East, 20.0 feet to the POINT OF BEGINNING.

Containing 0.009 Acres, more or less.

LIFT STATION SITE No 1:

A portion of Section 10, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Northerly most corner of Retreat Place, as shown on map of the Plantation at Ponte Vedra Unit 1, as Recorded in Map Book 19, Pages 38 through 50 inclusive of the Current Public Records of St. Johns County, Florida; thence South 42°02'46" West, along a Northwesterly boundary of said Plantation at Ponte Vedra Unit 1, 60.52 feet; thence South 67°12'14" West, 37.64 feet to the POINT OF BEGINNING; thence North 56°48'36" West, 44.50 feet; thence North 89°53'36" West, 32.95 feet; thence South 01°24'56" East, 31.0 feet; thence South 56°48'36" East, 54.50 feet; thence North 33°11'24" East, 43.50 feet, to the POINT OF BEGINNING.

Containing 0.061 acres, more or less.

(F819) Survey Map Attached for F819 (but does follow this desc. over the dated corner)

✓ LIFT STATION SITE NO: 2 :

Two were added back to Platation. A new deed will be executed from Platation Deed showing it a part of plat of Graham's tract B. Records

A portion of Section 44, Frances X. Sanchez Grant, being with in the Township 4 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: COMMENCE at the Easterly corner of Lot 62, Plantation at Ponte Vedra Unit 1, as shown on the map Recorded in Map Book 19, Pages 38 through 50, inclusive of the Current Public Records of said County; thence North 46°46'17" East, 60.0 feet, to a point on the Northeasterly right-of-way line of Plantation Circle, a 60 foot right-of-way as now established, and the POINT OF BEGINNING; thence North 43°13'43" East, along last said line, 25.66 feet; thence North 46°46'17" East, 65.0 feet; thence South 43°13'42" East, 53.0 feet; thence South 64°57'14" West, 68.39 feet, to a point in the aforementioned Northeasterly right-of-way line of Plantation Circle, said right-of-way being in the arc of a curve concave Northeasterly, having a radius of 666.77 feet, an arc distance of 6.0 feet, said arc being subtended by a chord bearing in distance of North 43°29'11" West, 6.0 feet, to the POINT OF BEGINNING.

Containing 0.603 acres, more or less.

LIFT STATION SITE NO: 3 :

(F821)

Portion of Section 10, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGIN at the Southerly corner of Lot 87, The Plantation at Ponte Vedra Unit 1, as shown on map Recorded in Map Book 19, Pages 38 through 50 inclusive of the Public Records of St. Johns County, Florida; thence North 90°00'00" West, along the Northerly right-of-way line of Settlers Way (a 60.00 foot right-of-way as now established), 58.0 feet; thence North 00°00'00" East, 55.0 feet; thence South 89°59'33" East, 27.06 feet, to the Southwesterly boundary line of said Lot 87; thence South 29°21'28" East, along last said line, 63.10 feet, to the POINT OF BEGINNING.

Containing 0.054 acres, more or less

Survey Map Attached after Last Page (Clay, Miller & Assoc. Job # 10732)

WATERPLANT SITE (F102)

A portion of Government Lots 1, and 2, Section 15, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the corner common to said Section 15, and said Section 10, and the Moses E. Levy Grant, Section 45; thence South 14°25'14" East, along the line dividing said Section 15, and 45, a distance of 556.89 feet; thence South 75°14'10" West, 587.52 feet; thence South 48°37'17" East, 54.19 feet; thence North 75°14'10" East, 139.37 feet to the POINT OF BEGINNING; thence continue North 75°14'10" East 295.63 feet to the point of curvature of a curve leading Southeasterly; thence along and around the arc of a curve concave Southwesterly and having a radius of 95.00 feet, an arc distance of 108.32 feet, said arc being subtended by a chord bearing and distance of South 72°05'53" East, 102.55 feet to the point of Tangency of said curve; thence South 39°25'56" East, 80.48 feet; thence South 50°34'04" West, 324.00 feet; thence North 39°25'56" West, 290.20 feet to the POINT OF BEGINNING.

TOGETHER WITH a non-exclusive easement for ingress and egress to the above-described Waterplant Site over and across the following property:

45 FOOT EASEMENT (F102)

A portion of Government Lots 1 and 2, Section 15, Township 4 South, Range 29 East, St. Johns County Florida, being more particularly described as follows: COMMENCE at the corner common to said Sections 15 and said Section 10, and the Moses E. Levy Grant, Section 45; thence South 14°25'14" East, along the line dividing said Sections 15 and 45, a distance of 556.89 feet to the POINT OF BEGINNING; thence continue South 14°25'14" East, along said Section line 70.00 feet; thence South 39°25'56" East, continuing along said line dividing said Sections 15 and 45 a distance of 563.22 feet, to the West line of those lands Described and Recorded in Official Records Volume 539, Page 202, of the Current Public Records of said County; thence South 16°59'16" East, 1,037.49 feet to the Northerly right-of-way line of Mickler Road (a 66 foot right-of-way as now established); thence South 52°26'56" West along said Northerly right-of-way line, 48.06 feet; thence North 16°59'16" West; 1,045.44 feet; thence North 39°25'56" West, 541.56 feet to the point of curvature of a curve leading Northwesterly; thence along and around the arc of a curve concave Southwesterly and having a radius of 95.00 feet an arc distance of 108.32 feet, said being subtended by a chord bearing and distance of North 72°05'53" West, 102.55 feet to the point of Tangency of said curve; thence South 75°14'10" West, 435.00 feet; thence North 48°37'17" West, 54.19 feet; thence North 75°14'10" East, 587.52 feet to the POINT OF BEGINNING.

Containing 2.30 acres, more or less.

The Plantation at Ponte Vedra, Unit One, according to plat thereof recorded at Map Book 19, pages 38 through 50, of the public records of St. Johns County, Florida, LESS AND EXCEPT Lots 1 through 37 and Lots 39 through 133 of The Plantation at Ponte Vedra, Unit One and ALSO LESS AND EXCEPT a portion of Lot 38, as shown on the plat of The Plantation at Ponte Vedra Unit One, as recorded in Map Book 19, Pages 38 through 50, inclusive, of the Current Public Records of St. Johns County, Florida, being more particularly described as follows: BEGIN at the Northwest corner of said Lot 38; thence North 69°47'34" East, 135.00 feet; thence South 43°50'07" East, 150.00 feet; thence South 26°37'42" West, 121.75 feet; thence North 62°46'45" West, 13.46 feet to the point of curvature of a curve leading Northwesterly; thence along and around the arc of a curve concave Northeasterly and having a radius of 202.96 feet; an arc distance of 45.34 feet, said arc being subtended by a chord bearing and distance of North 56°22'47" West, 45.24 feet to the point of compound curvature of a curve leading Northwesterly; thence along and around the arc of a curve concave Northeasterly and having a radius of 697.22 feet; an arc distance of 188.57 feet, said arc being subtended by a chord bearing and distance of North 42°13'56" West, 188.00 to the POINT OF BEGINNING.

2
C
—
135
150
121
13
4
4
18
18

VERIFIED BY
[Signature]

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1986 NOV -6 PM 3:25

Carl "Bunk" Mankel
CLERK OF CIRCUIT COURT

Exhibit "C"

WASTEWATER TARIFF

INTERCOASTAL UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

INTERCOASTAL UTILITIES, INC.
NAME OF COMPANY

6215 Wilson Boulevard

Jacksonville, FL 32210
(ADDRESS OF COMPANY)

904/779-9292
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served	3.1-3.4
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	23.0
Standard Forms	18.0
Technical Terms and Abbreviations	5.0-5.1
Territory Authority	3.0

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - St. Johns County

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
15911	03/28/96	860028-WS	Original Certificate
22220	11/22/89	890969-WS	Transfer
96-0005	04/11/96	96-0007-0011-0005	Extension

(Continued to Sheet No. 3.1)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

This boundary description contains lands in the following Sections:

- Sections 34, 42, 46, 47, 51, and 52, Township 3 South, Range 29 East;
- Sections 2, 3, 10, 11, 14, 23, 24, 25, 26, 45, 46, 71, and 72 Township 4 South, Range 29 East;
- Sections 34, 43, 44, and 46 Township 3 South, Range 29 East;
- Sections 14, 23, 24, 25, and 26 Township 4 South, Range 29 East;
- Section 34 Township 3 South, Range 29 East;
- Sections 3, 4, 9, 10, 15, 16, 42, 43, 44, 46, 71, 72, and 73 Township 4 South, Range 29 East;
- Sections 9, 15, 16, 22, 41, 42, 43, 48, and 54 Township 4 South, Range 29 East;
- A portion of Sections 4, 6, 39, and 40 Township 4 South, Range 29 East;
- All of Sections 46, 47, and 74

All in St. Johns County, Florida and being more particularly described as follows:

Commence at the point of intersection of State Road A-1-A and County Road 210; run North and East a distance of 3,300 feet more or less along the easterly Right of Way of State Road A-1-A to a point; thence run North and East a distance of 1,803 feet more or less to a point; thence run South and East a distance of 1,250 feet more or less to a point; thence run North and East a distance of 1,150 feet more or less to a point; thence run South and East a distance of 91.2 feet more or less to a point; thence run North and East a distance of 250 feet more or less to a point; thence run South and East a distance of 900 feet more or less to a point; thence run North and East a distance of 500 feet more or less to a point on the easterly right of way of County Road 203; thence run South and East a distance of 950 feet more or less to a point; thence run North and East a distance of 400 feet more or less to the Atlantic Ocean; thence run South and East a distance of 26,300 feet more or less along the Atlantic Ocean to a point; thence run North and West a distance of 1,300 feet more or less to a point; thence run North and West a distance of 13,000 feet more or less to a point; of intersection of the southerly right of way of Mickler Road; thence run South and West a distance of 500 feet more or less along the southerly right of way of Mickler Road the to a point; thence run South and West a distance of 4,900 feet more or less in Sections 46 and 47 along the boundary of the Guana State Park to a point; thence run North and West a distance of 1,000 feet more or less to a point; thence run North and West a distance of 4,600 feet more or less to a point of intersection of the northerly right of way of Mickler Road; thence run South and West a distance of 5,145 feet more or less along the northerly boundary of Mickler Road to the intersection with County Road 210; thence run South and West a distance of 7,179 feet more or less to a point at the intersection of County Road 210 and County Road 210A; thence run North and West a distance of 2,000 feet more or less to a point; on the westerly boundary of Section 54; thence run North and West a distance of 1,400 feet more or less to a point; on the southerly boundary of Section 49; thence run North and East a distance of 1,395.2 feet more or less to a point at the southerly intersection of Sections 22 and 49; thence run North and West a distance of 1,375.1 feet more or less to a point on the southerly boundary of Section 41; thence run South and West a distance of 1,400 feet more or less to a point; thence run North and West a distance of 2,547.1 feet more or less to a point; thence run North and West a distance of 3,800 feet more or less to a point; thence run North and East a distance of 800 feet more or less to a point; thence run North and West a distance 2,000 feet more or less to a point; thence

(Continued to Sheet No 3.2)

H R JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

run South and East a distance of 800 feet more or less to a point; thence run North and West a distance of 2,400 feet more or less to a point; thence run South and West a distance of 1,750 feet more or less to a point; thence run North and West a distance of 1,100 feet more or less to a point; thence run South and East a distance of 800 feet more or less to a point; thence run North and West a distance of 3,600 feet more or less to a point; thence run North and East a distance of 831.9 feet more or less to a point; thence run South and East a distance of 1,200 feet more or less to a point; thence run North and East a distance of 381.6 feet more or less to a point; thence run North and East a distance of 1,800 feet more or less to a point; thence run South and East a distance of 1,800 feet more or less to a point; thence run North and East a distance of 150 feet more or less to a point; thence run South and East a distance of 450 feet more or less to a point; on the easterly right of way of County Road 210; thence run North and East a distance of 2,400 feet more or less to a point at the intersection of County Road 210 and State Road A-1-A and the point of beginning.

Containing 4.540 Acres more or less.

The boundary description is based on the outline of the certificate area provided by St Johns County Utilities as a GIS shape file with metes and bounds determined using AutoCAD Light 97 and ArcView.

In Duval County
Parcel "H" North

All of Sections 36, 46, and 53 and portions of Sections 25, 34, 35, 47, 48, 49, and 55, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the point of intersection of the Southerly boundary of Section 34, Township 4 South, Range 28 East with the Northeasterly right of way line of U.S. Highway 1, State Road No. 5, run North 41° 50'26" West along said right of way line a distance of 925.00 feet to a point; run thence North 76°59'17" East, a distance of 4,715.0 feet to a point; run thence North 00°37'22", West, a distance of 3,625.0 feet to a point; run thence North 89°14'10" East, a distance of 1,965.0 feet; run thence North 34°06'08" East, a distance of 3,495.66 feet to a point on the Northerly boundary of Section 49; run thence North 75°13'42" East along the Northerly boundary of Section 49 and 53, the same being Southerly boundary of Section 45 and along the Southerly boundary of Section 52, Township and Range aforementioned, and it's Northeasterly projection, a distance of 6,620.70 feet to a point on the East line of Section 25, said Township and Range, run thence South 00°54'07" East along last said Section line and along the East line of Section 36, a distance of 9,798.05 feet to its point of intersection with the Northwesterly right of way line of Palm Valley Road, County Road No. 210; run thence South 55°21'50" West along said right of way line, a distance of 146.60 feet to a point on the South line of said Section 36, run thence South 89°37'49" West along the South line of Sections 34, 35 and 36, a distance of 14,298.23 feet to the Point of Beginning

Containing 1.998 acres more or less

(Continued to Sheet No. 3.3)

H R JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

In St Johns County

Parcel "G":

In Township 4 South, Range 29 E:

All of sections 31, 20, 28, 29, 30, 31 and 32, together with those lands in sections 48, 49, 50, 51, 55, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69 lying west of the Intracoastal Waterway.

In Township 5 South, Range 29 E:

All of sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 18, together with those lands in sections 2, 39, 40, 44, 65 and 66 lying west of the Intracoastal Waterway, and north of an easterly extension of the north line of section 20 to the Intracoastal Waterway.

Containing 13.081 acres more or less.

Parcel "H" South

In Township 5 South, Range 28 E:

All of section 1, together with those portions of sections 2, 3, 11, 12, 13 and 3 lying east of highway U.S. 1.

Containing 2.712 acres more or less.

Parcel "I" North:

In Township 3 South, Range 29 E:

All of sections 31 and 32 and that portion of section 40 which lies west of the Intracoastal Waterway, and south of an easterly extension of the north line of section 31 to the Intracoastal Waterway,
and

In Township 4 South, Range 29 E:

All of sections 5, 6, 7, 8, 17 and 18, together with those lands in sections 37, 38, 39, 40, 41, 42, 43 and 48 lying west of the Intracoastal Waterway and north of an easterly extension of the north line of section 20 to the Intracoastal Waterway.

Containing 4.480 acres more or less.

(Continued to Sheet No. 3.4)

H. R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

40

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WASTEWATER TARIFF

(Continued from Sheet No. 3.3)

Parcel "1" South:

All of Section 20, Township 5 South, Range 29 East, and portions of Sections 19, and 21 Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the intersection of Section 19, Township 5, Range 29 East and the Right of Way of U.S. Highway 1; run thence South and East, a distance of 1,000 feet more or less; run thence North and East, a distance of 500 feet more or less to a point; run thence South and East, a distance of 800 feet more or less to a point; run thence South and East, a distance of 2.00 feet more or less to a point; run thence South and East, a distance of 8,700 feet more or less along the southern boundary of Sections 19, 20, and 21, to a point; run thence South and East, a distance of 200 feet more or less to a point; run thence North and East, a distance of 100 feet more or less to a point; run thence North and East, a distance of 800 feet more or less to a point; run thence South and East, a distance of 200 feet more or less to a point; run thence South and East, a distance of 600 feet more or less to a point; run thence North and East, a distance of 200 feet more or less to a point; run thence South and East, a distance of 400 feet more or less to a point; run thence North and West, a distance of 700 feet more or less to a point; run thence North and West, a distance of 800 feet more or less to a point; run thence North and East, a distance of 1,000 feet more or less to a point; run thence North and East, a distance of 300 feet more or less to a point; run thence North and East, a distance of 3,100 feet more or less to a point; run thence West, a distance of 16,600 feet more or less along the northern boundary of Sections 19, 20, and 21 to a point; run thence South, a distance of 1,500 feet more or less to a point; run thence South and East, a distance of 1,600 feet more or less to a point; run thence South and East, a distance of 1,700 feet more or less to the Point of Beginning.

Containing 1.624 acres more or less.

H. R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

4/1

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

The over 100 communities served are too numerous to list.

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

H2

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER 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 wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater 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 wastewater 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 Intercoastal Utilities, Inc.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on 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 wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water 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 wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER 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.

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

44

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills	10.0	20.0
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Change of Customer's Installation	8.0	10.0
Continuity of Service	7.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills	9.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts	10.0	21.0
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(Continued to Sheet No. 6.1)		

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Right-of-way or Easements	9.0	14.0
Termination of Service	9.0	18.0
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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents. When sewer service is rendered under agreement(s) entered into between the Company and an agent of the principal, the use of such sewer service by the principal or agent shall constitute full and complete ratification by the principal of the agreement(s) entered into between agent and the Company and under which such sewer service is rendered.

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

The Company may withhold or discontinue sewer service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the Company of such household, organization or business for sewer service has been settled in full.

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

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

7.0 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 wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

217

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WASTEWATER TARIFF
(Continued from Sheet No. 7.0)

8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the U.S., Wars, U.S., State, Municipal or other governmental interference, acts of God or other causes beyond its control.

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

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

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

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

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

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

12.0 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 the premises of the customers for the purpose of installing, maintaining and inspecting or removing Company's property, and other purposes incident to the performance under or termination of Company's agreement with customer and in such performance shall not be liable for trespass. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

(Continued on Sheet No. 9.0)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

418

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property, 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. 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.

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

15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly - as stated in the rate schedule, and shall be considered as received by the customer when delivered or mailed to the sewer service address or some other place mutually agreed upon. Non-receipt of bills by customers shall not release or diminish the obligation of customer with respect to payment thereof.

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. Service will be resumed only upon payment of all past-due bills and penalties together with a reconnection charge established on the basis of the expenses incurred in the reconnection and restoration of service which shall be nondiscriminatory in its application. There shall be no liability of any kind against the Company by reason of discontinuance of sewer service to the consumer for failure of the consumer to pay the bills on time. No partial payment of any bill rendered will be accepted by Company, except by agreement with Company, or by order of the Commission.

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 Company's bills to its Customers in such municipality or county.

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

16.0 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 wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

If the charges for sewer service are not so paid, the Company may discontinue both sewer service and water service to the consumer's premises for non-payment of the sewer service charges or if the charges for water service are not paid the Company may discontinue both water service and sewer service to the consumer's premises for non-payment of the water service charge. The Company shall not reestablish or reconnect sewer service and water service, or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these Rules and Regulations are paid.

(Continued on Sheet No. 10.0)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

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NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
 WASTEWATER TARIFF
 (Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater 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.

When change of occupancy takes place on any premises supplied by the Company with sewer service, WRITTEN NOTICE thereof shall be given at the office of the Company not less than three (3) days prior to the date of the change by the outgoing Customer, who will be held responsible for all sewer service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue sewer service. However, if such written notice has not been received, the application of a succeeding occupant for sewer service will automatically terminate the prior account. Customer's deposit may be transferred from one service location to another, if both locations are supplied by the Company. Customer's deposit may NOT be transferred from one name to another.

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

- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's sewer system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code. Sewer service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for sewer service estimated by the Company to have been used by reason of such unauthorized connection and all applicable charges.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been overcharged or undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 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.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.
- 23.0 RETURN CHECK CHARGE - For return checks, there is a processing charge of \$10.00 or 5% of the amount of the check, whichever is greater. The Customer will be notified by letter and given ten work days to redeem the check in cash, money order, or cashier's check. Upon redemption the check will be returned to the Customer.

H.R. JAMES
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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Service Availability Fees and Charges	17.0

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
 WASTEWATER 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 St. Johns County Water and Sewer Authority and approved by the Board of County Commissioners of St. Johns County, Florida.

<u>RATE</u> - Quarterly Rates	Base Facility Charge During Recovery of Rate Case Expense	Base Facility Charge After Recovery of Rate Case Expense
Meter Size		
5/8" x 3/4"	\$ 57.26	\$ 53.62
1"	\$ 135.42	\$ 126.32
1 1/2"	\$ 265.71	\$ 247.51
2"	\$ 422.05	\$ 392.93
3" Displacement	\$ 786.83	\$ 732.23
3" Compound	\$ 838.96	\$ 780.72
3" Turbine	\$ 917.13	\$ 853.43
4"	\$ 1,308.00	\$ 1,217.00
4" Turbine	\$ 1,568.58	\$ 1,459.38
6"	\$ 2,610.85	\$ 2,428.35
6" Turbine	\$ 3,262.26	\$ 3,034.76
8"	\$ 4,174.23	\$ 3,883.08
8" Turbine	\$ 4,695.41	\$ 4,367.31
10"	\$ 5,998.25	\$ 5,579.65
10" Turbine	\$ 7,561.67	\$ 7,033.87
12"	\$ 11,209.69	\$ 10,427.09
<u>Gallonge Charge</u> (Per 1,000 gallons)*	\$ 4.48	\$ 4.48

REGULATORY FEE - For service provided in St. Johns County on and after April 1, 1990, the rates approved by the Florida Public Service Commission for use in territory in St. Johns County shall be reduced by 2 1/2 percent to remove the Regulatory Assessment Fee (2 1/2 percent of gross revenues) previously paid to the Florida Public Service Commission, if such fee was included in its rates. A separate line item shall be added to each bill for the St. Johns County Regulatory Fee of 4 1/2 percent of gross revenue as provided by the St. Johns County Ordinance and classifications/guidelines contained in the 1984 Uniform System of Accounts by the National Association of Regulatory Utility Commissioners (NARUC). The amount of the regulatory fee may be changed from time to time by resolution of the Board of County Commissioners of St. Johns County, Florida.

Authority for the regulatory fee is Ordinance No. 89-63, known as the St. Johns County Water and Sewer Utilities Regulatory Ordinance as amended by Ordinance No. 90-19.

RATE CASE EXPENSE - Under Rule No. 5.13 of the Supplemental Rules to the St. Johns County Water and Sewer Utilities Regulatory Ordinance, the amount of rate case expense approved by the Board shall be included as a component of the base facility charge and apportioned for recovery over a projected period of four (4) years.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

* Gallonge Charge is calculated on billed consumption at 100% of metered consumption (no maximum).

EFFECTIVE DATE - October 26, 1998

TYPE OF FILING - 1998 Limited Proceeding

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

52

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
 WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

(SINGLE FAMILY)

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - For sewer service for all purposes in single-family residences.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the St. Johns County Water and Sewer Authority and approved by the Board of County Commissioners of St. Johns County, Florida.

RATE - Quarterly Rates.

<u>Meter Size</u>	<u>Base Facility Charge During Recovery of Rate Case Expense</u>	<u>Base Facility Charge After Recovery of Rate Case Expense</u>
ALL METER SIZES	\$ 57.26	\$ 53.62
<u>Gallonge Charge</u> (Per 1,000 gallons)*	\$ 4.48	\$ 4.48

REGULATORY FEE - For service provided in St. Johns County on and after April 1, 1990, the rates approved by the Florida Public Service Commission for use in territory in St. Johns County shall be reduced by 2 1/2 percent to remove the Regulatory Assessment Fee (2 1/2 percent of gross revenues) previously paid to the Florida Public Service Commission, if such fee was included in its rates. A separate line item shall be added to each bill for the St. Johns County Regulatory Fee of 4 1/2 percent of gross revenue as provided by the St. Johns County Ordinance and classifications/guidelines contained in the 1984 Uniform System of Accounts by the National Association of Regulatory Utility Commissioners (NARUC). The amount of the regulatory fee may be changed from time to time by resolution of the Board of County Commissioners of St. Johns County, Florida.

Authority for the regulatory fee is Ordinance No. 89-63, known as the St. Johns County Water and Sewer Utilities Regulatory Ordinance as amended by Ordinance No. 90-19.

RATE CASE EXPENSE - Under Rule No. 5.13 of the Supplemental Rules to the St. Johns County Water and Sewer Utilities Regulatory Ordinance, the amount of rate case expense approved by the Board shall be included as a component of the base facility charge and apportioned for recovery over a projected period of four (4) years.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

* Gallonge Charge is calculated on billed consumption at 100% of metered consumption, up to 30,000 gallons per quarter.

EFFECTIVE DATE - October 26, 1998

TYPE OF FILING - 1998 Limited Proceeding

H.R. JAMES
 ISSUING OFFICER

PRESIDENT
 TITLE

53

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
 WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE MFS

(MULTI-FAMILY/MASTER-METERED)

AVAILABILITY - Available throughout the area served by the company.

APPLICABILITY - For sewer service for all purposes in individually-metered apartment units or master-metered multi-family residences.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the St. Johns County Water and Sewer Authority and approved by the Board of County Commissioners of St. Johns County, Florida.

RATE - Quarterly Rates.

<u>Meter Size</u>	<u>Base Facility Charge** During Recovery of Rate Case Expense</u>	<u>Base Facility Charge*** After Recovery of Rate Case Expense</u>
With Separate Irrigation Meter:	\$ 5.14 per Meter \$ 52.10 per Unit	\$ 5.14 per Meter \$ 48.46 per Unit
Without Separate Irrigation Meter:	\$ 5.14 per Meter \$ 52.10 per Unit	\$ 5.14 per Meter \$ 48.46 per Unit
<u>Gallage Charge (Per 1,000 gallons)*</u>	\$ 4.48	\$ 4.48

REGULATORY FEE - For service provided in St. Johns County on and after April 1, 1990, the rates approved by the Florida Public Service Commission for use in territory in St. Johns County shall be reduced by 2 1/2 percent to remove the Regulatory Assessment Fee (2 1/2 percent of gross revenues) previously paid to the Florida Public Service Commission, if such fee was included in its rates. A separate line item shall be added to each bill for the St. Johns County Regulatory Fee of 4 1/2 percent of gross revenue as provided by the St. Johns County Ordinance and classifications/guidelines contained in the 1984 Uniform System of Accounts by the National Association of Regulatory Utility Commissioners (NARUC). The amount of the regulatory fee may be changed from time to time by resolution of the Board of County Commissioners of St. Johns County, Florida.

Authority for the regulatory fee is Ordinance No. 39-63, known as the St. Johns County Water and Sewer Utilities Regulatory Ordinance as amended by Ordinance No. 90-19.

RATE CASE EXPENSE - Under Rule No. 5.13 of the Supplemental Rules to the St. Johns County Water and Sewer Utilities Regulatory Ordinance, the amount of rate case expense approved by the Board shall be included in a component of the base facility charge and apportioned for recovery over a projected period of four (4) years.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

- * Gallage Charge is calculated on billed consumption as follows:
 with separate irrigation meter - 30% of metered consumption of master meter (no maximum); without separate irrigation meter - 65% of metered consumption of master meter (no maximum).

** Base Facility Charge During Recovery of Rate Case Expense is calculated as \$5.14 + (# of units X \$ 52.10).

*** Base Facility Charge After Recovery of Rate Case Expense is calculated as \$5.14 + (# of units X \$ 48.46).

EFFECTIVE DATE - October 26, 1998

TYPE OF FILING - 1998 Limited Proceeding

H.R. JAMES
 ISSUING OFFICER

PRESIDENT
 TITLE

54

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of N/A each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

Schedule of Miscellaneous Service Charges

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

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE

TYPE OF FILING -

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

56

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>POLICY DESCRIPTION NO.</u>	<u>REFER TO SERVICE AVAILABILITY</u>	
	<u>AMOUNT</u>	<u>SHEET NO./RULE</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	Actual Cost
<u>Main Extension Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	
or		
Residential-per lot (__)foot frontage	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$ ¹	Actual Cost
<u>Plant Capacity Charge</u>		
Residential-per ERC (275GPD)	\$	625.20
All others-per gallon	\$	2.27
<u>System Capacity Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -
TYPE OF FILING -

H.R. JAMES
 ISSUING OFFICER

PRESIDENT
 TITLE

57

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

59

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

DATE INTERCOASTAL UTILITIES, INC. ACCOUNT NUMBER

* TURN ON *

NAME _____

SERVICE ADDRESS _____

BILLING ADDRESS _____

DATE TO START SERVICE _____ PHONE NUMBER _____

CALLED TO _____ DATE _____ TIME _____

MANUALLY BILLED BY _____ DATE _____

COMMENTS _____

ORDER TAKEN BY _____

H. R. James, Vice President

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

60

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WASTEWATER TARIFF

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Customer Installation (Customer Maintained Lines)		
Cost Records and "As-Built" Plans		
Design by Independent Engineers		
Developer Agreements		
Easements and Rights-of-Way		
Extensions Outside Certificated Territory		
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Obligations of Developer		
Obligations of Company		
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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

62

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

On-site and off-site lines are constructed by the developer pursuant to the Utility's standards and specifications and, after inspection by Utility representatives, are conveyed to the Utility Company.

In cases where off-site lines or other off-site facilities are required to serve more than one development, the first developer may be required at the Utility's option, to provide oversized facilities. In those instances, subsequent builders and developers who employ the lines are required to pay their prorata share of the cost of the lines, which is in turn refunded to the developer who constructed the facilities.

64

H R JAMES
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

INTERCOASTAL UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

65

WATER TARIFF

INTERCOASTAL UTILITIES, INC.
NAME OF COMPANY

6215 Wilson Boulevard

Jacksonville, FL 32210
(ADDRESS OF COMPANY)

904/779-9292
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

666

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

67

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - St. Johns

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
15911	03/28/96	860028-WS	Original Certificate
22220	11/22/89	890969-WS	Transfer
96-0005	04/11/96	96-0007-0011-0005	Extension

(Continued to Sheet No. 3.1)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

68

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

This boundary description contains lands in the following Sections:

- Sections 34, 42, 46, 47, 51, and 52, Township 3 South, Range 29 East;
- Sections 2, 3, 10, 11, 14, 23, 24, 25, 26, 45, 46, 71, and 72 Township 4 South, Range 29 East;
- Sections 34, 43, 44, and 46 Township 3 South, Range 29 East;
- Sections 14, 23, 24, 25, and 26 Township 4 South, Range 29 East;
- Section 34 Township 3 South, Range 29 East;
- Sections 3, 4, 9, 10, 15, 16, 42, 43, 44, 46, 71, 72, and 73 Township 4 South, Range 29 East;
- Sections 9, 15, 16, 22, 41, 42, 43, 48, and 54 Township 4 South, Range 29 East;
- A portion of Sections 4, 6, 39, and 40 Township 4 South, Range 29 East;
- All of Sections 46, 47, and 74

All in St. Johns County, Florida and being more particularly described as follows:

Commence at the point of intersection of State Road A-1-A and County Road 210; run North and East a distance of 3,300 feet more or less along the easterly Right of Way of State Road A-1-A to a point; thence run North and East a distance of 1,803 feet more or less to a point; thence run South and East a distance of 1,250 feet more or less to a point; thence run North and East a distance of 1,150 feet more or less to a point; thence run South and East a distance of 91.2 feet more or less to a point; thence run North and East a distance of 250 feet more or less to a point; thence run South and East a distance of 900 feet more or less to a point; thence run North and East a distance of 500 feet more or less to a point on the easterly right of way of County Road 203; thence run South and East a distance of 950 feet more or less to a point; thence run North and East a distance of 400 feet more or less to the Atlantic Ocean; thence run South and East a distance of 26,300 feet more or less along the Atlantic Ocean to a point; thence run North and West a distance of 1,300 feet more or less to a point; thence run North and West a distance of 13,000 feet more or less to a point: of intersection of the southerly right of way of Mickler Road; thence run South and West a distance of 500 feet more or less along the southerly right of way of Mickler Road the to a point; thence run South and West a distance of 4,900 feet more or less in Sections 46 and 47 along the boundary of the Guana State Park to a point; thence run North and West a distance of 1,000 feet more or less to a point; thence run North and West a distance of 4,600 feet more or less to a point of intersection of the northerly right of way of Mickler Road; thence run South and West a distance of 5,145 feet more or less along the northerly boundary of Mickler Road to the intersection with County Road 210; thence run South and West a distance of 7,179 feet more or less to a point at the intersection of County Road 210 and County Road 210A; thence run North and West a distance of 2,000 feet more or less to a point: on the westerly boundary of Section 54; thence run North and West a distance of 1,400 feet more or less to a point: on the southerly boundary of Section 49; thence run North and East a distance of 1,395.2 feet more or less to a point at the southerly intersection of Sections 22 and 49; thence run North and West a distance of 1,375.1 feet more or less to a point on the southerly boundary of Section 41; thence run South and West a distance of 1,400 feet more or less to a point; thence run North and West a distance of 2,547.1 feet more or less to a point; thence run North and West a distance of 3,800 feet more or less to a point; thence run North and East a distance of 800 feet more or less to a point; thence run North and West a distance 2,000 feet more or less to a point; thence

(Continued to Sheet No. 3.2)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

69

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

run South and East a distance of 800 feet more or less to a point; thence run North and West a distance of 2,400 feet more or less to a point; thence run South and West a distance of 1,750 feet more or less to a point; thence run North and West a distance of 1,100 feet more or less to a point; thence run South and East a distance of 800 feet more or less to a point; thence run North and West a distance of 3,600 feet more or less to a point; thence run North and East a distance of 831.9 feet more or less to a point; thence run South and East a distance of 1,200 feet more or less to a point; thence run North and East a distance of 381.6 feet more or less to a point; thence run North and East a distance of 1,800 feet more or less to a point; thence run South and East a distance of 1,800 feet more or less to a point; thence run North and East a distance of 150 feet more or less to a point; thence run South and East a distance of 450 feet more or less to a point; on the easterly right of way of County Road 210; thence run North and East a distance of 2,400 feet more or less to a point at the intersection of County Road 210 and State Road A-1-A and the point of beginning.

Containing 4,540 Acres more or less.

The boundary description is based on the outline of the certificate area provided by St Johns County Utilities as a GIS shape file with metes and bounds determined using AutoCAD Light 97 and ArcView.

In Duval County
Parcel "H" North

All of Sections 36, 46, and 53 and portions of Sections 25, 34, 35, 47, 48, 49, and 55, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the point of intersection of the Southerly boundary of Section 34, Township 4 South, Range 28 East with the Northeasterly right of way line of U.S. Highway 1, State Road No. 5, run North 41° 50'26" West along said right of way line a distance of 925.00 feet to a point; run thence North 76°59'17" East, a distance of 4,715.0 feet to a point; run thence North 00°37'22", West, a distance of 3,625.0 feet to a point; run thence North 89°14'10" East, a distance of 1,965.0 feet; run thence North 34°06'08" East, a distance of 3,495.66 feet to a point on the Northerly boundary of Section 49; run thence North 75°13'42" East along the Northerly boundary of Section 49 and 53, the same being Southerly boundary of Section 45 and along the Southerly boundary of Section 52, Township and Range aforementioned, and it's Northeasterly projection, a distance of 6,620.70 feet to a point on the East line of Section 25, said Township and Range, run thence South 00'54'07" East along last said Section line and along the East line of Section 36, a distance of 9,798.05 feet to its point of intersection with the Northwesterly right of way line of Palm Valley Road, County Road No. 210; run thence South 55°21'50" West along said right of way line, a distance of 146.60 feet to a point on the South line of said Section 36; run thence South 89°37'49" West along the South line of Sections 34, 35 and 36, a distance of 14,298.23 feet to the Point of Beginning.

Containing 1,998 acres more or less.

(Continued to Sheet No. 3.3)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

In St Johns County

Parcel "G":

In Township 4 South, Range 29 E:

All of sections 31, 20, 28, 29, 30, 31 and 32, together with those lands in sections 48, 49, 50, 51, 55, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69 lying west of the Intracoastal Waterway.

In Township 5 South, Range 29 E:

All of sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 18, together with those lands in sections 21, 39, 61, 62, 63, 64, 65 and 66 lying west of the Intracoastal Waterway, and north of an easterly extension of the north line of section 20 to the Intracoastal Waterway.

Containing 13,081 acres more or less.

Parcel "H" South

In Township 5 South, Range 28 E:

All of section 1, together with those portions of sections 2, 3, 11, 12, 13 and 3 lying east of highway U.S" 1.

Containing 2,712 acres more or less.

Parcel "I" North:

In Township 3 South, Range 29 E:

All of sections 31 and 32 and that portion of section 40 which lies west of the Intracoastal Waterway, and south of an easterly extension of the north line of section 31 to the Intracoastal Waterway,
and

In Township 4 South, Range 29 E:

All of sections 5, 6, 7, 8, 17 and 18, together with those lands in sections 37, 38, 39, 40, 41, 42, 43 and 48 lying west of the Intracoastal Waterway and north of an easterly extension of the north line of section 20 to the Intracoastal Waterway.

Containing 4,480 acres more or less.

(Continued to Sheet No. 3.4)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

71

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WATER TARIFF

(Continued from Sheet No. 3.3)

Parcel "I" South:

All of Section 20, Township 5 South, Range 29 East, and portions of Sections 19, and 21 Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the intersection of Section 19, Township 5, Range 29 East and the easterly Right of Way of U.S. Highway 1; run thence South and East, a distance of 1,000 feet more or less to a point; run thence North and East, a distance of 500 feet more or less to a point; run thence South and East, a distance of 800 feet more or less to a point; run thence South and East, a distance of 2,00 feet more or less to a point; run thence South and East, a distance of 8,700 feet more or less along the southern boundary of Sections 19, 20, and 21, to a point; run thence South and East, a distance of 200 feet more or less to a point; run thence North and East, a distance of 100 feet more or less to a point; run thence North and East, a distance of 800 feet more or less to a point; run thence South and East, a distance of 200 feet more or less to a point; run thence South and East, a distance of 600 feet more or less to a point; run thence North and East, a distance of 200 feet more or less to a point; run thence South and East, a distance of 400 feet more or less to a point; run thence North and West, a distance of 700 feet more or less to a point; run thence North and West, a distance of 800 feet more or less to a point; run thence North and East, a distance of 1,000 feet more or less to a point; run thence North and East, a distance of 300 feet more or less to a point; run thence North and East, a distance of 3,100 feet more or less to a point; run thence West, a distance of 16,600 feet more or less along the northern boundary of Sections 19, 20, and 21 to a point; run thence South, a distance of 1,500 feet more or less to a point; run thence South and East, a distance of 1,600 feet more or less to a point; run thence South and East, a distance of 1,700 feet more or less to the Point of Beginning.

Containing 1,624 acres more or less.

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

172

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

The over 100 communities served are too numerous to list.

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL 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 INTERCOASTAL 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)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

74

NAME OF COMPANY: INTERCOASTAL 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.

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

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(Continued to Sheet No. 6.1)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

76

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

77

NAME OF COMPANY: INTERCOASTAL 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 applicant shall furnish to the Company the correct name, street address or lot and block number, at which water service is to be rendered.

- 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. When water service is rendered under agreement(s) entered into between the Company and an agent of the principal, the use of such water service by the principal or agent shall constitute full and complete ratification by the principal of the agreement(s) entered into between agent and the Company and under which such water service is rendered.

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

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

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

- 7.0 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.

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 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

(Continued to Sheet No. 8.0)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WATER TARIFF
(Continued from Sheet No. 7.0)

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.

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 charge resulting from a violation of this Rule.

11.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property, 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. 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.

12.0 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.

13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to the premises of the customers for the purpose of installing, maintaining, and inspecting or removing Company's property, and other purposes incident to the performance under or termination of Company's agreement with customer and in such performance shall not be liable for trespass. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are 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, and shall be considered as received by the Customer when delivered or mailed to the sewer service address or some

(Continued to Sheet No. 9.0)

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WATER TARIFF
(Continued from Sheet No. 8.0)

other place mutually agreed upon. Non-receipt of bills by Customers shall not release or diminish the obligation of Customer with respect to payment thereof.

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. Service will be resumed only upon payment of all past-due bills and penalties together with a reconnection charge established on the basis of the expenses incurred in the reconnection and restoration of service which shall be nondiscriminatory in its application. There shall be no liability of any kind against the Company by reason of discontinuance of water service to the consumer for failure of the consumer to pay the bills on time. No partial payment of any bill rendered will be accepted by Company, except by agreement with Company or by order of the Commission.

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.

16.0 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.

When change of occupancy takes place on any premises supplied by the Company with water service, WRITTEN NOTICE thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer, who will be held responsible for all water service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. Customers' deposit may be transferred from one service location to another, if both locations are supplied by the Company. Customers' deposit may NOT be transferred from one name to another.

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

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. If the charges for water service are not so paid, the Company may discontinue both sewer service and water service to the consumer's premises for non-payment of the water service charges or if the charges for sewer service are not so paid the Company may discontinue both water service and sewer service to the Consumer's premises for non-payment of the sewer service charge. The Company shall not reestablish or reconnect water service and sewer service or either of such services until such time as all water service charges and sewer service charges and all other expenses or charges established or provided for by these Rules and Regulations are paid.

18.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the

(Continued to Sheet No. 10.0)

H.R. JAMES
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PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

- Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code. Water service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for water service estimated by the Company to have been used by reason of such unauthorized connection and all applicable charges.
- 19.0 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.
- 20.0 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 or metering permitted and under no circumstances are connections allowed which may permit water to by-pass the meter equipment.
- 21.0 ADJUSTMENT OF BILLS - When a Customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of 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.
- 22.0 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.
- 23.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 24.0 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..
- 25.0 RETURN CHECK CHARGE - For return checks, there is a processing charge of \$10.00 or 5% of the amount of the check, whichever is greater. The Customer will be notified by letter and given ten work days to redeem the check in cash, money order, or cashier's check. Upon redemption the check will be returned to the Customer.
- 26.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, F.A.C., the Company will at all times use reasonable diligence to provide continuous water service and having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service. The company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control. If at any time the Company shall interrupt or discontinue its service for any period greater than one hour, all customers affected by said interruption or discontinuance shall be given not less than 24 hours notice.

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PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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Fire Hydrants	15.0
General Service, GS	12.0
Meter Test Deposit	17.0
Miscellaneous Service Charges	18.0
Multi-Residential Service, MS	14.0
Residential Service, RS	13.0
Service Availability Fees and Charges	19.0

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES INC.
 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 St. Johns County Water and Sewer Authority and approved by the Board of County Commissioners of St. Johns County, Florida.

RATE - Quarterly Rates.

<u>Meter Size</u>	<u>Base Facility Charge</u>	<u>Gallage Charge</u> (Per 1,000 Gallons)*
5/8" x 3/4"	\$ 20.73	\$ 0.39
1"	\$ 46.37	\$ 0.39
1 1/2"	\$ 90.41	\$ 0.39
2"	\$ 142.59	\$ 0.39
3" Displacement	\$ 254.55	\$ 0.39
3" Compound	\$ 282.08	\$ 0.39
3" Turbine	\$ 308.21	\$ 0.39
4"	\$ 438.38	\$ 0.39
4" Turbine	\$ 526.00	\$ 0.39
5"	\$ 874.47	\$ 0.39
6" Turbine	\$ 1,092.26	\$ 0.39
8"	\$ 1,397.16	\$ 0.39
8" Turbine	\$ 1,571.37	\$ 0.39
10"	\$ 2,006.96	\$ 0.39
10" Turbine	\$ 2,529.55	\$ 0.39
12"	\$ 3,749.26	\$ 0.39

REGULATORY FEE - For service provided in St. Johns County on and after April 1, 1990, the rates approved by the Florida Public Service Commission for use in territory in St. Johns County shall be reduced by 2 1/2 percent to remove the Regulatory Assessment Fee (2 1/2 percent of gross revenues) previously paid to the Florida Public Service Commission, if such fee was included in its rates. A separate line item shall be added to each bill for the St. Johns County Regulatory Fee of 4 1/2 percent of gross revenue as provided by the St. Johns County Ordinance and classifications/guidelines contained in the 1984 Uniform System of Accounts by the National Association of Regulatory Utility Commissioners (NARUC). The amount of the regulatory fee may be changed from time to time by resolution of the Board of County Commissioners of St. Johns County, Florida.

Authority for the regulatory fee is Ordinance No. 89-53, known as the St. Johns County Water and Sewer Utilities Regulatory Ordinance as amended by Ordinance No. 90-19.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

* Gallage Charge is calculated on billed consumption at 100% of metered consumption.

TYPE OF FILING -

EFFECTIVE DATE -

H.R. JAMES
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY INTERCOASTAL UTILITIES INC

WATER TARIFF

RESIDENTIAL SERVICERATE SCHEDULE RS(SINGLE FAMILY)AVAILABILITY - Available throughout the area served by the company.APPLICABILITY - For water service for all purposes in single-family residences.LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the St. Johns County Water and Sewer Authority and approved by the Board of County Commissioners of St. Johns County, Florida.RATE - Quarterly Rates.

<u>Meter Size</u>	<u>Base Facility Charge</u>	<u>Gallage Charge</u> (Per 1,000 Gallons)*
5/8" x 3/4"	\$ 20.73	\$ 0.89
1"	\$ 46.87	\$ 0.89
1 1/2"	\$ 90.41	\$ 0.89
2"	\$ 142.69	\$ 0.89

REGULATORY FEE - For service provided in St. Johns County on and after April 1, 1990, the rates approved by the Florida Public Service Commission for use in territory in St. Johns County shall be reduced by 2 1/2 percent to remove the Regulatory Assessment Fee (2 1/2 percent of gross revenues) previously paid to the Florida Public Service Commission, if such fee was included in its rates. A separate line item shall be added to each bill for the St. Johns County Regulatory Fee of 4 1/2 percent of gross revenue as provided by the St. Johns County Ordinance and classifications/guidelines contained in the 1984 Uniform System of Accounts by the National Association of Regulatory Utility Commissioners (NARUC). The amount of the regulatory fee may be changed from time to time by resolution of the Board of County Commissioners of St. Johns County, Florida.

Authority for the regulatory fee is Ordinance No. 89-63, known as the St. Johns County Water and Sewer Utilities Regulatory Ordinance as amended by Ordinance No. 90-19.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

* Gallage Charge is calculated on billed consumption at 100% of metered consumption.

TYPE OF FILING -EFFECTIVE DATE -

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

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NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

RESIDENTIAL SERVICERATE SCHEDULE MPS(MULTI-FAMILY/MASTER-METERED)AVAILABILITY - Available throughout the area served by the company.APPLICABILITY - For water service for all purposes in multi-family/master-metered residences.LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the St. Johns County Water and Sewer Authority and approved by the Board of County Commissioners of St. Johns County, Florida.RATE - Quarterly Rates.

<u>Meter Size</u>	<u>Base Facility Charge**</u>	<u>Gallonage Charge</u> (Per 1,000 Gallons)*
ALL METER SIZES	\$ 3.30 Per Meter \$ 17.42 Per Unit	\$ 0.89

REGULATORY FEE - For service provided in St. Johns County on and after April 1, 1990, the rates approved by the Florida Public Service Commission for use in territory in St. Johns County shall be reduced by 2 1/2 percent to remove the Regulatory Assessment Fee (2 1/2 percent of gross revenues) previously paid to the Florida Public Service Commission, if such fee was included in its rates. A separate line item shall be added to each bill for the St. Johns County Regulatory Fee of 4 1/2 percent of gross revenue as provided by the St. Johns County Ordinance and classifications/guidelines contained in the 1984 Uniform System of Accounts by the National Association of Regulatory Utility Commissioners (NARUC). The amount of the regulatory fee may be changed from time to time by resolution of the Board of County Commissioners of St. Johns County, Florida.

Authority for the regulatory fee is Ordinance No. 89-63, known as the St. Johns County Water and Sewer Utilities Regulatory Ordinance as amended by Ordinance No. 90-19.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

* Gallonage Charge is calculated on billed consumption at 100% of metered consumption.

** Base Facility Charge is calculated at \$3.30 + (# of units X \$17.42).

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H.R. JAMES
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PRESIDENT
TITLE

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NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

FIRE HYDRANTS

WATER

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - To any master-metered residential customer including but not limited to Condominiums, Apartments and Mobile Home Parks.

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

RATE - N/A

EFFECTIVE DATE -

TYPE OF FILING -

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ISSUING OFFICER

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TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of N/A each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

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TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

METER TEST DEPOSIT

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"	\$10.00
1" and 1 1/2"	\$12.50
2"	\$15.00
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 no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

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ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

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 requires multiple actions.

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

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

Schedule of Miscellaneous Service Charges

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

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
Inspection Fee	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	78.15
3/4"	\$	117.22
1"	\$	195.38
1 1/2"	\$	390.75
2"	\$	
Over 2"	\$ ¹ (no less than \$390.75) Actual Cost	
Plan Review Charge	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (350 GPD)	\$	234.45
All others-per gallon	\$	0.67
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

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APPLICATION FOR METER INSTALLATION	24.0
APPLICATION FOR WATER SERVICE	22.0
COPY OF CUSTOMER'S BILL	25.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	21.0

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

APPLICATION FOR CONSTRUCTION and MOBILE HOME MOVE-ON PERMIT

Provisions for Water and Sewer Utility Service

The Certificate below must be completed, executed and attached to the Application for Construction Permit prior to any approval for water and sewage service where such service may be provided by a private water and sewer utility company.

UTILITY CONNECTION REQUIREMENTS:

1. NO SERVICE OF ANY KIND (Including construction water) shall be provided to the applicant through the connections for this property, prior to the utility's written acceptance of the water distribution and/or sewage collection system construction serving this property; AND, not prior to the certification of those systems for service by the appropriate permitting agencies.
(Construction water may be purchased from hydrant meters on adjacent certified systems.)
2. All service-side water meter connections shall employ the utility provided coupling fitting, to facilitate meter replacement.
3. Sewer connection to utility's system shall be a factory-molded, leak-proof connection to prevent infiltration.
4. Call 396-7699 to request inspection and final approval of both water and sewer at the same time by a representative of the utility **BEFORE THE WORK IS COVERED**. Failing same, the water will be locked-off, and excavation for inspection will be at applicant's expense.
5. Finished floor elevations must be at least 12" higher than the top of the next upstream manhole on the sewer system.
6. Any building sewers under paving must have a cleanout installed in a concrete meter box with cast iron traffic lid at their connection with the utility's service lateral.
7. Any requests for water meter installations larger than 5/8" x 3/4" may require a detailed analysis of fixture unit demands, prior to installation, at the utility's discretion.

CERTIFICATE

We the undersigned Utility Company and Applicant hereby certify that Service Agreements have been executed with the property developer for the provision of (Water Only, Sewer Only, Water & Sewer) WATER & SEWER service to the proposed premises for which the Construction Permit is being sought by the Applicant, located at: _____ and upon completion of all requirements of such Service Agreements and the Utility's tariffs, such services shall be provided. Undersigned Applicant personally warrants his authority to make this certification and agrees to enforce the above utility connection requirements.

	Intercoastal Utilities, Inc.
Property Owner-Builder (Applicant) (print name)	Utility Company (print name)
Address	Water/Sewer System
X Signed for Property Owner-Builder	Signed for Utility Company
X Date	Date

CU/SERV/01

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

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NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Service Address _____ Date _____
 Lot _____ Block _____ Unit _____ Subdivision _____ Tap No. _____
 Builder/Owner _____ Address _____ Telephone _____
 Service Requested: Water _____ Water & Sewer _____ Sewer _____ Meter Size _____
 Class of Service: Residential _____ Multi-Fam. _____ Commercial _____ Other _____

CONSTRUCTION CHARGES

	PAID	PAID WITH INSTALLATION	PAID	TOTAL AMOUNT
WATER - Plant Capacity _____	\$ _____	\$ _____	\$ _____	\$ _____
- Subscription _____	\$ _____	\$ _____	\$ _____	\$ _____
- Service _____	\$ _____	\$ _____	\$ _____	\$ _____
- Meter/Box _____	\$ _____	\$ _____	\$ _____	\$ _____
- Plan Review, Inspection, Legal Engineering, Administrative, etc. _____	\$ _____	\$ _____	\$ _____	\$ _____
- Other Charges (Describe) _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL WATER _____	\$ _____	\$ _____	\$ _____	\$ _____
SEWER - Plant Capacity _____	\$ _____	\$ _____	\$ _____	\$ _____
- Collection _____	\$ _____	\$ _____	\$ _____	\$ _____
- Tap _____	\$ _____	\$ _____	\$ _____	\$ _____
- Service Availability _____	\$ _____	\$ _____	\$ _____	\$ _____
- Plan Review, Inspection, Legal Engineering, Administrative, etc. _____	\$ _____	\$ _____	\$ _____	\$ _____
- Other Charges (Describe) _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL SEWER _____	\$ _____	\$ _____	\$ _____	\$ _____

TOTAL PAID WITH THIS APPLICATION _____

1. Main run of house cold-water line from meter to back yard shall be one (1) inch minimum.
2. Sewer connection to utility system shall be a factory-welded, leakproof connection to prevent infiltration.
3. Call 356-9865 to request inspection and final approval of both water and sewer line work at the same time by a representative of Intercoastal Utilities BEFORE work is covered up.
NOTE: If this is not done, water will be locked off and excavation of work to facilitate inspection will be at builder's expense.
4. A lien shall be filed against the property to cover payment for any damage or expenses incurred by Intercoastal Utilities, resulting from unapproved connections.
5. There shall be no charge for the first inspection trip. If more than one trip is required, a service charge based on actual cost of labor, transportation, etc. will be levied for each trip necessary.
6. Builder is liable for any damage to water service until date of final inspection.

The undersigned agrees to comply with the above Utility Connection Requirements AND shall be RESPONSIBLE FOR THE SERVICE UNTIL ORDERED BY THE ENGINEER TO BE REPAIRED

Builder _____ Date _____ Utility _____ Date _____

(Continued to Sheet No. 24.0)

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 23.0)

APPLICATION FOR METER INSTALLATION (CONTINUED)

RE. APPROVAL OF PROVISIONS FOR WATER AND SEWER UTILITY SERVICE

In order to provide more efficient processing of applications for construction and mobile home move-on permits and to minimize potential water and sewer service problems after the start of construction, the agreement below must be completed, executed, and attached to the application prior to any approval for water and sewer service where such service may be provided by a private water and sewer utility company. If area-wide water or sewer service is not available from a private utility company, it will be necessary for the applicant to obtain approval of an individual private well and/or sewage disposal system from the Public Health Division. In every case, water and/or sewer service must be utilized if available from an area-wide public system.

UTILITY CONNECTION REQUIREMENTS

1. Main run of house cold-water line from meter to backyard shall be 1" minimum.
2. Sewer connection to utility system shall be a factory-molded, leak-proof connection to prevent infiltration.
3. Call 356-9865 to request inspection and final approval of both water and sewer line work at the same time by a representative of Intercoastal Utilities BEFORE work is covered up. NOTE: If this is not done, water will be locked off and excavation work to facilitate inspection will be at builder's expense.

CERTIFICATE

We the undersigned Utility Company and Customer/Builder both hereby certify that satisfactory arrangements have been made to provide (water only, sewer only, or water and sewer) _____ service to the proposed premises for which Construction Permit is being sought by the Customer/Builder located at:

_____ between _____ and _____
Street Address Street Street

Customer/Builder

Utility Company

Address

Water System/Sewer System

No _____ service available.
(Fill in: water, sewer or water & sewer).

Signed for Customer/Builder

Signed for the Utility Company

Date

Date

H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

95

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Availability		
Construction of Oversized Facilities		
Customer Connection (Tap-in)		
Customer Installation (Customer Maintained Lines)		
Cost Records and "As-Built" Plans		
Design by Independent Engineers		
Developer Agreements		
Easements and Rights-of-Way		
Extensions Outside Certificated Territory		
General Information		
Inspections		
Obligations of Developer		
Obligations of Company		
Off-Site Facilities		
On-Site Facilities		
Refundable Advances		
Schedule of Fees and Charges	Go to Sheet No. 19.0	
System Design and Construction		
Table of Daily Flows		
Transfer of Contributed Property - Bills of Sale		

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 19.0
Service Availability Policy	28.0

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: INTERCOASTAL UTILITIES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

On-site and off-site lines are constructed by the developer pursuant to the Utility's standards and specifications and, after inspection by Utility representatives, are conveyed to the Utility Company.

In cases where off-site lines or other off-site facilities are required to serve more than one development, the first developer may be required at the Utility's option, to provide oversized facilities. In those instances, subsequent builders and developers who employ the lines are required to pay their prorata share of the cost of the lines, which is in turn refunded to the developer who constructed the facilities.

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H.R. JAMES
ISSUING OFFICER

PRESIDENT
TITLE

Exhibit "D"

The legal description for the application for initial certificates is as follows:

This boundary description contains lands in the following Sections:

- Sections 34, 42, 46, 47, 51, and 52, Township 3 South, Range 29 East;
- Sections 2, 3, 10, 11, 14, 23, 24, 25, 26, 45, 46, 71, and 72 Township 4 South, Range 29 East;
- Sections 34, 43, 44, and 46 Township 3 South, Range 29 East;
- Sections 14, 23, 24, 25, and 26 Township 4 South, Range 29 East;
- Section 34 Township 3 South, Range 29 East;
- Sections 3, 4, 9, 10, 15, 16, 42, 43, 44, 46, 71, 72, and 73 Township 4 South, Range 29 East;
- Sections 9, 15, 16, 22, 41, 42, 43, 48, and 54 Township 4 South, Range 29 East;
- A portion of Sections 4, 6, 39, and 40 Township 4 South, Range 29 East;
- All of Sections 46, 47, and 74

All in St. Johns County, Florida and being more particularly described as follows:

Commence at the point of intersection of State Road A-1-A and County Road 210;

- run North and East a distance of 3,300 feet more or less along the easterly Right of Way of State Road A-1-A to a point;
- thence run North and East a distance of 1,803 feet more or less to a point;
- thence run South and East a distance of 1,250 feet more or less to a point;
- thence run North and East a distance of 1,150 feet more or less to a point;
- thence run South and East a distance of 91.2 feet more or less to a point;
- thence run North and East a distance of 250 feet more or less to a point;
- thence run South and East a distance of 900 feet more or less to a point;
- thence run North and East a distance of 500 feet more or less to a point on the easterly right of way of County Road 203;
- thence run South and East a distance of 950 feet more or less to a point;
- thence run North and East a distance of 400 feet more or less to the Atlantic Ocean;
- thence run South and East a distance of 26,300 feet more or less along the Atlantic Ocean to a point;
- thence run North and West a distance of 1,300 feet more or less to a point.;
- thence run North and West a distance of 13,000 feet more or less to a point: of intersection of the southerly right of way of Mickler Road;
- thence run South and West a distance of 500 feet more or less along the southerly right of way of Mickler Road the to a point.;
- thence run South and West a distance of 4,900 feet more or less in Sections 46 and 47 along the boundary of the Guana State Park to a point;
- thence run North and West a distance of 1,000 feet more or less to a point;
- thence run North and West a distance of 4,600 feet more or less to a point of intersection of the northerly right of way of Mickler Road;
- thence run South and West a distance of 5,145 feet more or less along the northerly boundary of Mickler Road to the intersection with County Road 210;
- thence run South and West a distance of 7,179 feet more or less to a point at the intersection of County Road 210 and County Road 210A;

- thence run North and West a distance of 2,000 feet more or less to a point: on the westerly boundary of Section 54;
- thence run North and West a distance of 1,400 feet more or less to a point: on the southerly boundary of Section 49;
- thence run North and East a distance of 1,395.2 feet more or less to a point at the southerly intersection of Sections 22 and 49;
- thence run North and West a distance of 1,375.1 feet more or less to a point on the southerly boundary of Section 41;
- thence run South and West a distance of 1,400 feet more or less to a point;
- thence run North and West a distance of 2,547.1 feet more or less to a point;
- thence run North and West a distance of 3,800 feet more or less to a point;
- thence run North and East a distance of 800 feet more or less to a point;
- thence run North and West a distance 2,000 feet more or less to a point;
- thence run South and East a distance of 800 feet more or less to a point;
- thence run North and West a distance of 2,400 feet more or less to a point;
- thence run South and West a distance of 1,750 feet more or less to a point;
- thence run North and West a distance of 1,100 feet more or less to a point;
- thence run South and East a distance of 800 feet more or less to a point;
- thence run North and West a distance of 3,600 feet more or less to a point;
- thence run North and East a distance of 831.9 feet more or less to a point;
- thence run South and East a distance of 1,200 feet more or less to a point;
- thence run North and East a distance of 381.6 feet more or less to a point;
- thence run North and East a distance of 1,800 feet more or less to a point;
- thence run South and East a distance of 1,800 feet more or less to a point;
- thence run North and East a distance of 150 feet more or less to a point;
- thence run South and East a distance of 450 feet more or less to a point; on the easterly right of way of County Road 210.
- thence run North and East a distance of 2,400 feet more or less to a point at the intersection of County Road 210 and State Road A-1-A and the point of beginning.

Containing 4,540 Acres more or less.

The boundary description is based on the outline of the certificate area provided by St Johns County Utilities as a GIS shape file with metes and bounds determined using AutoCAD Light 97 and ArcView.

Exhibit "E"

**INTERCOASTAL UTILITIES, INC.
ACTIVE METERED ACCOUNTS**

	12/31/98		03/01/99		06/01/99		09/01/99	
	No. of ACTIVE ACCOUNTS		No. of ACTIVE ACCOUNTS		No. of ACTIVE ACCOUNTS		No. of ACTIVE ACCOUNTS	
	Water & Sewer	Water Only						
RESIDENTIAL								
5/8" METER -	2,548	39	2,574	56	2,657	67		
1" METER -	399	202	401	210	404	216		
1 1/2" METER -	1	3		6		6		
2" METER -		2	1	2	1	2		
TOTAL RESIDENTIAL	2,948	246	2,976	274	3,062	291	0	0

MULTI RES #of units	Water & Sewer	Water Only						
4" METER 16	1		1		1			
6" METER 91	1		1		1			
8" METER 36	1		1		1			
TOTAL MULTI RES	3	0	3	0	3	0	0	0

GENERAL SERVICE	Water & Sewer	Water Only						
5/8" METER	43	39	44	40	45	45		
1" METER	10	13	10	17	11	19		
1 1/2" METER	11	8	11	8	10	8		
2" METER	8	10	9	10	9	10		
3" METER	1		1		1			
4" METER						1		
8" METER	2		1		1			
TOTAL GEN. SERVICE	75	70	76	75	77	83	0	0

WHOLESALE	Water & Sewer	Water Only						
4" METER (Interconnect)		1		1		1		
TOTAL WHOLESALE	0	1	0	1	0	1	0	0

	Water & Sewer	Water Only						
GRAND TOTAL	3,026	317	3,055	350	3,142	375	0	0

ICU/CUSTCNT2

INTERCOASTAL UTILITIES, INC.
ACTIVE ERC'S - WATER
AS OF 06/01/99

Meter Size	Equiv. Factor	Number of Meters			Total Number of Meter Equiv.
		Begin of Quarter	Added During Quarter	Retired During Quarter	
5/8" x 3/4"	1.0	2,714	100		2,814.0
1"	2.5	638	12		1,625.0
1 1/2"	5.0	25		1	120.0
2"	8.0	22			176.0
3"	16.0	1			16.0
4"	25.0	2	1		75.0
6"	50.0	1			50.0
8"	80.0	2			160.0
10"	115.0				
12"	215.0				
Other	1.0				
TOTAL		3,405	113	1	5,036.0

INTERCOASTAL UTILITIES, INC.
ACTIVE ERC'S - WATER
AS OF 03/01/99

Meter Size	Equiv. Factor	Number of Meters				Total Number of Meter Equiv.
		Begin of Quarter	Added During Quarter	Retired During Quarter	End of Quarter	
5/8" x 3/4"	1.0	2,669	45		2,714	2,714.0
1"	2.5	624	14		638	1,595.0
1 1/2"	5.0	23	2		25	125.0
2"	8.0	20	2		22	176.0
3"	16.0	1			1	16.0
4"	25.0	2			2	50.0
6"	50.0	1			1	50.0
8"	80.0	3		1	2	160.0
10"	115.0					
12"	215.0					
Other	1.0					
TOTAL		3,343	63	1	3,405	4,886.0

INTERCOASTAL UTILITIES, INC.
ACTIVE ERC'S - WATER
AS OF 12/31/98

Meter Size	Equiv. Factor	Number of Meters			Begin of Year	Total Number of Meter Equiv.
		Begin of Year	Added During Quarter	Retired During Quarter		
5/8" x 3/4"	1.0	2,669			2,669	2,669.0
1"	2.5	624			624	1,560.0
1 1/2"	5.0	23			23	115.0
2"	8.0	20			20	160.0
3"	16.0	1			1	16.0
4"	25.0	2			2	50.0
6"	50.0	1			1	50.0
8"	80.0	3			3	240.0
10"	115.0					
12"	215.0					
Other	1.0					
TOTAL		3,343	0	0	3,343	4,860.0

INTERCOASTAL UTILITIES, INC.
ACTIVE ERC'S - SEWER
AS OF 06/01/99

Meter Size	Equiv. Factor	Number of Meters				Total Number of Meter Equiv.
		Begin of Quarter	Added During Quarter	Retired During Quarter	End of Quarter	
5/8" x 3/4"	1.0	2,618	84		2,702	2,702.0
1"	2.5	411	4		415	1,037.5
1 1/2"	5.0	11		1	10	50.0
2"	8.0	10			10	80.0
3"	16.0	1			1	16.0
4"	25.0	1			1	25.0
6"	50.0	1			1	50.0
8"	80.0	2			2	160.0
10"	115.0					
12"	215.0					
Other	1.0					
TOTAL		3,055	88	1	3,142	4,120.5

INTERCOASTAL UTILITIES, INC.
ACTIVE ERC'S - SEWER
AS OF 03/01/99

Meter Size	Equiv. Factor	Number of Meters				Total Number of Meter Equip.
		Begin of Quarter	Added During Quarter	Retired During Quarter	End of Quarter	
5/8" x 3/4"	1.0	2,591	27		2,618	2,618.0
1"	2.5	409	2		411	1,027.5
1 1/2"	5.0	12		1	11	55.0
2"	8.0	8	2		10	80.0
3"	16.0	1			1	16.0
4"	25.0	1			1	25.0
6"	50.0	1			1	50.0
8"	80.0	3		1	2	160.0
10"	115.0					
12"	215.0					
Other	1.0					
TOTAL		3,026	31	2	3,055	4,031.5

INTERCOASTAL UTILITIES, INC.
ACTIVE ERC'S - SEWER
AS OF 12/31/98

Meter Size	Equiv. Factor	Number of Meters			Begin of Year	Total Number of Meter Equiv.
		Begin of Year	Added During Quarter	Retired During Quarter		
5/8" x 3/4"	1.0	2,591			2,591	2,591.0
1"	2.5	409			409	1,022.5
1 1/2"	5.0	12			12	60.0
2"	8.0	8			8	64.0
3"	16.0	1			1	16.0
4"	25.0	1			1	25.0
6"	50.0	1			1	50.0
8"	80.0	3			3	240.0
10"	115.0					
12"	215.0					
Other	1.0					
TOTAL		3,026	0	0	3,026	4,068.5

Wastewater

At 6/1/99, the existing 3,142 metered wastewater accounts were contributing approximately 800,000 gpd to the Sawgrass Wastewater Treatment Plant (± 255 gpd per account). Relying on investigations of the territory development potential performed for the WWTP Capacity Analysis Report (which recommended a total capacity of 1,500,000 gpd (ADF) to serve the developable territory), and utilizing the above 255 gpd per account wastewater contribution, suggests a total future number of wastewater accounts (customers) of 5,882 (1,500,000 gpd capacity divided by 255 gpd contribution per account). On that basis, the territory would be considered to be 53.4% occupied at 6/1/99 (3,142 existing accounts divided by 5,882 total future accounts).

Water

The existing water accounts are 3,517 (3,142 water and wastewater, plus 375 water only). If we consider the territory to be 53.4% occupied (as above), then the total future water customers (accounts) would be estimated to be 6,586 ($1.0 / .534 \times 3517$).

Exhibit "F"

The legal description for the application for extension of water and wastewater service area is as follows:

In Duval County

Parcel "H" North

All of Sections 36, 46, and 53 and portions of Sections 25, 34, 35, 47, 48, 49, and 55, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the point of intersection of the Southerly boundary of Section 34, Township 4 South, Range 28 East with the Northeasterly right of way line of U.S. Highway 1, State Road No. 5,

- run North 41° 50'26" West along said right of way line a distance of 925.00 feet to a point;
- run thence North 76°59'17" East, a distance of 4,715.0 feet to a point;
- run thence North 00°37'22", West, a distance of 3,625.0 feet to a point;
- run thence North 89°14'10" East, a distance of 1,965.0 feet;
- run thence North 34°06'08" East, a distance of 3,495.66 feet to a point on the Northerly boundary of Section 49;
- run thence North 75°13'42" East along the Northerly boundary of Section 49 and 53, the same being Southerly boundary of Section 45 and along the Southerly boundary of Section 52, Township and Range aforementioned, and it's Northeasterly projection, a distance of 6,620.70 feet to a point on the East line of Section 25, said Township and Range,
- run thence South 00°54'07" East along last said Section line and along the East line of Section 36, a distance of 9,798.05 feet to its point of intersection with the Northwesterly right of way line of Palm Valley Road, County Road No. 210;
- run thence South 55°21'50" West along said right of way line, a distance of 146.60 feet to a point on the South line of said Section 36;
- run thence South 89°37'49" West along the South line of Sections 34, 35 and 36, a distance of 14,298.23 feet to the Point of Beginning.

Containing 1,998 acres more or less.

In St Johns County

Parcel "G":

In Township 4 South, Range 29 E:

All of sections 20, 28, 29, 30, 31 and 32, together with those lands in sections 48, 49, 50, 51, 55, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69 lying west of the Intracoastal Waterway.

In Township 5 South, Range 29 E:

All of sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 18, together with those lands in sections 21, 39, 61, 62, 63, 64, 65 and 66 lying west of the Intracoastal Waterway, and north of an easterly extension of the north line of section 20 to the Intracoastal Waterway.

Containing 13,081 acres more or less.

Parcel "H" South

In Township 5 South, Range 28 E:

All of section 1, together with those portions of sections 2, 3, 11, 12, 13 and 3 lying east of highway U.S" 1.

Containing 2,712 acres more or less.

Parcel "I" North:

In Township 3 South, Range 29 E:

All of sections 31 and 32 and that portion of section 40 which lies west of the Intracoastal Waterway, and south of an easterly extension of the north line of section 31 to the Intracoastal Waterway,

and

In Township 4 South, Range 29 E:

All of sections 5, 6, 7, 8, 17 and 18, together with those lands in sections 37, 38, 39, 40, 41, 42, 43 and 48 lying west of the Intracoastal Waterway and north of an easterly extension of the north line of section 20 to the Intracoastal Waterway.

Containing 4,480 acres more or less.

Parcel "I" South:

All of Section 20, Township 5 South, Range 29 East, and portions of Sections 19, and 21 Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the intersection of Section 19, Township 5, Range 29 East and the easterly Right of Way of U.S. Highway 1;

- run thence South and East, a distance of 1,000 feet more or less to a point;
- run thence North and East, a distance of 500 feet more or less to a point;
- run thence South and East, a distance of 800 feet more or less to a point;
- run thence South and East, a distance of 2,00 feet more or less to a point;
- run thence South and East, a distance of 8,700 feet more or less along the southern boundary of Sections 19, 20, and 21, to a point;
- run thence South and East, a distance of 200 feet more or less to a point;
- run thence North and East, a distance of 100 feet more or less to a point;
- run thence North and East, a distance of 800 feet more or less to a point;

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- run thence South and East, a distance of 200 feet more or less to a point;
- run thence South and East, a distance of 600 feet more or less to a point;
- run thence North and East, a distance of 200 feet more or less to a point;
- run thence South and East, a distance of 400 feet more or less to a point;
- run thence North and West, a distance of 700 feet more or less to a point;
- run thence North and West, a distance of 800 feet more or less to a point;
- run thence North and East, a distance of 1,000 feet more or less to a point;
- run thence North and East, a distance of 300 feet more or less to a point;
- run thence North and East, a distance of 3,100 feet more or less to a point;
- run thence West, a distance of 16,600 feet more or less along the northern boundary of Sections 19, 20, and 21 to a point;
- run thence South, a distance of 1,500 feet more or less to a point;
- run thence South and East, a distance of 1,600 feet more or less to a point;
- run thence South and East, a distance of 1,700 feet more or less to the Point of Beginning.

Containing 1,624 acres more or less.

Exhibit "F"

The legal description for the application for extension of water and wastewater service area is as follows:

In Duval County

Parcel "H" North

All of Sections 36, 46, and 53 and portions of Sections 25, 34, 35, 47, 48, 49, and 55, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the point of intersection of the Southerly boundary of Section 34, Township 4 South, Range 28 East with the Northeasterly right of way line of U.S. Highway 1, State Road No. 5,

- run North $41^{\circ} 50'26''$ West along said right of way line a distance of 925.00 feet to a point;
- run thence North $76^{\circ}59'17''$ East, a distance of 4,715.0 feet to a point;
- run thence North $00^{\circ}37'22''$, West, a distance of 3,625.0 feet to a point;
- run thence North $89^{\circ}14'10''$ East, a distance of 1,965.0 feet;
- run thence North $34^{\circ}06'08''$ East, a distance of 3,495.66 feet to a point on the Northerly boundary of Section 49;
- run thence North $75^{\circ}13'42''$ East along the Northerly boundary of Section 49 and 53, the same being Southerly boundary of Section 45 and along the Southerly boundary of Section 52, Township and Range aforementioned, and it's Northeasterly projection, a distance of 6,620.70 feet to a point on the East line of Section 25, said Township and Range,
- run thence South $00^{\circ}54'07''$ East along last said Section line and along the East line of Section 36, a distance of 9,798.05 feet to its point of intersection with the Northwesternly right of way line of Palm Valley Road, County Road No. 210;
- run thence South $55^{\circ}21'50''$ West along said right of way line, a distance of 146.60 feet to a point on the South line of said Section 36;
- run thence South $89^{\circ}37'49''$ West along the South line of Sections 34, 35 and 36, a distance of 14,298.23 feet to the Point of Beginning.

Containing 1,998 acres more or less.

In St Johns County

Parcel "G":

In Township 4 South, Range 29 E:

All of sections 20, 28, 29, 30, 31 and 32, together with those lands in sections 48, 49, 50, 51, 55, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69 lying west of the Intracoastal Waterway.

In Township 5 South, Range 29 E:

All of sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17 and 18, together with those lands in sections 21, 39, 61, 62, 63, 64, 65 and 66 lying west of the Intracoastal Waterway, and north of an easterly extension of the north line of section 20 to the Intracoastal Waterway.

Containing 13,081 acres more or less.

Parcel "H" South

In Township 5 South, Range 28 E:

All of section 1, together with those portions of sections 2, 3, 11, 12, 13 and 3 lying east of highway U.S" 1.

Containing 2,712 acres more or less.

Parcel "I" North:

In Township 3 South, Range 29 E:

All of sections 31 and 32 and that portion of section 40 which lies west of the Intracoastal Waterway, and south of an easterly extension of the north line of section 31 to the Intracoastal Waterway,

and

In Township 4 South, Range 29 E:

All of sections 5, 6, 7, 8, 17 and 18, together with those lands in sections 37, 38, 39, 40, 41, 42, 43 and 48 lying west of the Intracoastal Waterway and north of an easterly extension of the north line of section 20 to the Intracoastal Waterway.

Containing 4,480 acres more or less.

Parcel "I" South:

All of Section 20, Township 5 South, Range 29 East, and portions of Sections 19, and 21 Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the intersection of Section 19, Township 5, Range 29 East and the easterly Right of Way of U.S. Highway 1;

- run thence South and East, a distance of 1,000 feet more or less to a point;
- run thence North and East, a distance of 500 feet more or less to a point;
- run thence South and East, a distance of 800 feet more or less to a point;
- run thence South and East, a distance of 2,00 feet more or less to a point;
- run thence South and East, a distance of 8,700 feet more or less along the southern boundary of Sections 19, 20, and 21, to a point;
- run thence South and East, a distance of 200 feet more or less to a point;
- run thence North and East, a distance of 100 feet more or less to a point;
- run thence North and East, a distance of 800 feet more or less to a point;

- run thence South and East, a distance of 200 feet more or less to a point;
- run thence South and East, a distance of 600 feet more or less to a point;
- run thence North and East, a distance of 200 feet more or less to a point;
- run thence South and East, a distance of 400 feet more or less to a point;
- run thence North and West, a distance of 700 feet more or less to a point;
- run thence North and West, a distance of 800 feet more or less to a point;
- run thence North and East, a distance of 1,000 feet more or less to a point;
- run thence North and East, a distance of 300 feet more or less to a point;
- run thence North and East, a distance of 3,100 feet more or less to a point;
- run thence West, a distance of 16,600 feet more or less along the northern boundary of Sections 19, 20, and 21 to a point;
- run thence South, a distance of 1,500 feet more or less to a point;
- run thence South and East, a distance of 1,600 feet more or less to a point;
- run thence South and East, a distance of 1,700 feet more or less to the Point of Beginning.

Containing 1,624 acres more or less.

Exhibit "G"

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEON

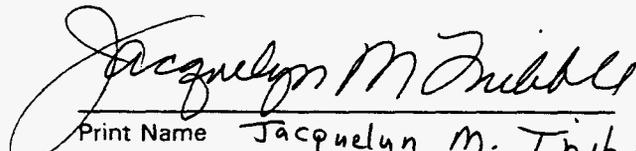
Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Leah Massa, who, after being duly sworn on oath, did depose on oath and say that she is the Assistant to John L. Wharton, Esq., attorney for Intercoastal Utilities, Inc., and that on December 29, 1999, she did call the St. Johns County Water and Sewer Regulatory Authority and spoke with Dena Masters, a Water and Sewer Specialist, who confirmed to Leah Massa that Intercoastal Utilities, Inc. had a tariff on file with the St. Johns County Water and Sewer Regulatory Authority and a current Annual Report.

FURTHER AFFIANT SAYETH NAUGHT.



Leah Massa

Sworn to and subscribed before me this 29th day of December, 1999, by Leah Massa, who is personally known to me.



Print Name Jacquelyn M. Tribble
NOTARY PUBLIC
My Commission Expires:



Exhibit "H"

This exhibit will be filed as a late-filed exhibit.