

ORIGINAL

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM**  
**for**  
**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS**  
**SERVICE**  
**WITHIN THE STATE OF FLORIDA**

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Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer, which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

**Florida Public Service Commission**  
**Division of Communications**  
**Bureau of Service Evaluation**  
**2540 Shumard Oak Blvd.**  
**Gunter Building**  
**Tallahassee, Florida 32399-0850**  
**(904) 413-6600**

- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission**  
**Division of Administration**  
**2540 Shumard Oak Blvd.**  
**Gunter Building**  
**Tallahassee, Florida 32399-0850**  
**(904) 413-6251**

FORM PSC/CMU 31 (11/91)

Required by Commission Rule Nos. 25-24.471, 25-24.473, 25-24.480(2)

DOCUMENT NUMBER-DATE

11333 SEP 12 8

1. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. This is an application for (check one):

- Original Authority** (New company).
- Approval of Transfer** (To another certificated company).
- Approval of Assignment of existing certificate** (To a noncertificated company).
- Approval for transfer of control** (To another certificated company).

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

**Go Solo Technologies, Inc.**

4. Name under which the applicant will do business (fictitious name, etc.):

5. National address (including street name & number, post office box, city, state and zip code):

**5053 Ocean Blvd., #54  
Sarasota, Florida 34242**

6. Florida address (including street name & number, post office box, city, state and zip code):

**5053 Ocean Blvd., #54  
Sarasota, Florida 34242**

7. Structure of organization;

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other               |   |

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. **Not Applicable**

(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.160 FS), if applicable.

(b) Indicate if the individual or any of the partners have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any

felony or of any crime, or whether such actions may result from pending proceedings.

- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.



9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: P99000029958

- (b) Name and address of the company's Florida registered agent.

**TCS Corporate Services, Inc.  
1406 Hays Street, Suite #2  
Tallahassee, Florida 32301**

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number:

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

**No.**

- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

**No.**

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

(a) The application;

Lance J.M. Steinhart, Regulatory Counsel  
6455 East Johns Crossing, Suite 285  
Duluth, GA 30097  
770-232-9200

(b) Official Point of Contact for the ongoing operations of the company;

Benjamin A. Stolz, Esq., General Counsel  
Go Solo Technologies, Inc.  
5053 Ocean Blvd., #54  
Sarasota, Florida 34242  
(888) 920-7656

(c) Tariff;

Lance J.M. Steinhart, Regulatory Counsel  
6455 East Johns Crossing, Suite 285  
Duluth, GA 30097  
770-232-9200

(d) Complaints/Inquiries from customers;

Sonja Bentley, Customer Service Manager  
Go Solo Technologies, Inc.  
5053 Ocean Blvd., #54  
Sarasota, Florida 34242  
(877) 446-7656

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

**None**

(b) Has applications pending to be certificated as an interexchange carrier.

**Applicant is in the process of filing Applications throughout the United States.**

- (c) Is certificated to operate as an interexchange carrier.

**Indiana, Iowa, Michigan, Montana, New Jersey, North Carolina,  
North Dakota, Oregon, Texas, Utah & Virginia**

- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

**None.**

- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

**None.**

- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

**None.**

12. What services will the applicant offer to other certificated telephone companies:

- |                          |                        |                          |           |
|--------------------------|------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Facilities             | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales     |
| <input type="checkbox"/> | Maintenance            |                          |           |
| <input type="checkbox"/> | Other:                 |                          |           |

**None.**

13. Do you have a marketing program?

**Yes.**

14. Will your marketing program:

- Pay commissions?  
 Offer sales franchises?  
 Offer multi-level sales incentives?  
 Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

**Applicant will pay commissions to sales representatives.**

16. Who will receive the bills for your service (Check all that apply)?

- |                                     |                       |                                     |                           |
|-------------------------------------|-----------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | Residential customers | <input checked="" type="checkbox"/> | Business customers        |
| <input type="checkbox"/>            | PATS providers        | <input type="checkbox"/>            | PATS station end-users    |
| <input type="checkbox"/>            | Hotels & motels       | <input type="checkbox"/>            | Hotel & motel guests      |
| <input type="checkbox"/>            | Universities          | <input type="checkbox"/>            | Univ. dormitory residents |
| <input type="checkbox"/>            | Other (specify):      |                                     |                           |

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

**Applicant's name and toll free number will appear on all end-users' bills.**

- (b) Name and address of the firm who will bill for your service.

**The Company intends to direct bill customers utilizing real-time completed call detail information from its underlying carriers.**

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications services in Florida.

- A. Financial capability.

Regarding the showing of financial capability, the following applies:  
The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earning.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**NOTE:** This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

If available, the financial statements should be audited financial statements. If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.

**See Attached.**

C. Technical capability.

**Applicant will use the network services of its underlying carrier to provide services to customers in the State of Florida.**

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.482 (example enclosed).

**See Attached.**

20. The applicant will provide the following interexchange carrier services (Check all that apply):

\_\_\_ **MTS with distance sensitive per minute rates**

\_\_\_ Method of access is FGA

\_\_\_ Method of access is FGB

\_\_\_ Method of access is FGD

\_\_\_ Method of access is 800

\_\_\_ **MTS with route specific rates per minute**

\_\_\_ Method of access is FGA

\_\_\_ Method of access is FGB

\_\_\_ Method of access is FGD

\_\_\_ Method of access is 800

\_\_\_ **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

\_\_\_ Method of access is FGA

\_\_\_ Method of access is FGB

X Method of access is FGD

X Method of access is 800

\_\_\_ **MTS for pay telephone service providers**

\_\_\_ **Block-of-time calling plan (Reach out Florida, Ring America, etc.)**

X **800 Service (Toll free)**

X **WATS type service (Bulk or volume discount)**

X Method of access is via dedicated facilities

X Method of access is via switched facilities

\_\_\_ **Private Line services (Channel Services)**

(For ex. 1.544 mbs., DS-3, etc.)

- Travel Service**
- Method of access is 950
- Method of access is 800

**900 service**

- Operator Services**
- Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals)
- Available to inmates

**Services included are:**

- Station assistance
- Person to Person assistance
- Directory assistance
- Operator verify and interrupt
- Conference Calling

21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

**1 (or 101XXXX) +area code+number or 1-800-XXX-XXXX**

21.  **Other:**

**\*\* APPLICANT ACKNOWLEDGEMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding AAV service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

**UTILITY OFFICIAL:**

  
\_\_\_\_\_  
Paul S. Hoffman

7/17/00  
\_\_\_\_\_  
Date

Chief Financial Officer  
Title

(888) 920-7656  
Telephone No.



**\*\* APPENDIX B \*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- ( X )      **The applicant will not collect deposits nor will it collect payments for service more than one month in advance.**
  
- (   )      **The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)**

**UTILITY OFFICIAL:**

  
Paul S. Hoffman

7/17/00  
Date

Chief Financial Officer  
Title

(888) 920-7656  
Telephone No.

**LIST OF ATTACHMENTS**

**PROPOSED TARIFF**

**FINANCIAL INFORMATION**

**MANAGEMENT INFORMATION**

**STATEMENT OF FINANCIAL CAPABILITY**

**PROPOSED TARIFF**

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TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Go Solo Technologies, Inc. ("Go Solo"), with principal offices at 5053 Ocean Blvd., #54, Sarasota, Florida 34242. This tariff applies for telecommunications services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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Issued: September 11, 2000                      Effective:  
By: Paul S. Hoffman, Chief Financial Officer  
5053 Ocean Blvd., #54  
Sarasota, Florida 34242

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**CHECK SHEET**

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom right-hand side of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original

\* Original or Revised Sheet Included in the most recent tariff filing

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An  
Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A  
Reduction to A Customer's Bill
- T - Change in Text or Regulation  
But No Change In Rate or Charge

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Florida Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Go Solo - Used throughout this tariff to mean Go Solo Technologies, Inc., a Florida Corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

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SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

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- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

## 2.2 Use and Limitations of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
  - 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
  - 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5.1 herein.
  - 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
  - 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

**2.3 Liability of the Company**

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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- 2.3.4 The Company's liability, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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**Section 2.4.6 Continued**

personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with the telephone network, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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**2.5 Cancellation or Interruption of Services**

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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2.6 Credit Allowance - Interruption of Service

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.
- 2.6.3 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of any monthly service charges for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

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SECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.

3.1.2 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

---

Issued: September 11, 2000

Effective:

By: Paul S. Hoffman, Chief Financial Officer  
5053 Ocean Blvd., #54  
Sarasota, Florida 34242











---

Section 3.5.4 Continued

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

---

Issued: September 11, 2000                      Effective:  
By: Paul S. Hoffman, Chief Financial Officer  
5053 Ocean Blvd., #54  
Sarasota, Florida 34242

---

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-1212. When more than one number is requested in a single call, a charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.7 Promotional Offerings

The Company may offer approved special promotions of new or existing services or products for limited time periods as approved by the Commission. These promotions will include specific tariffed starting and ending dates. All such promotions will be offered on a completely non-discriminatory basis. All such tariffed promotions must be approved by the Commission and must state exactly what charges are being reduced or waived, who is eligible, and what Customers have to do to be eligible.

---

Issued: September 11, 2000

Effective:

By: Paul S. Hoffman, Chief Financial Officer  
5053 Ocean Blvd., #54  
Sarasota, Florida 34242

SECTION 4 - RATES

4.1 1+ & 101XXXX Dialing

\$0.15 per minute

A \$4.95 per month per number service charge applies.  
Billed in one minute increments

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.  
Billed in one minute increments

4.3 800 Service (Toll Free)

\$0.15 per minute

A \$10.00 per month per number service charge applies.  
Billed in one minute increments

4.4 Prepaid Calling Cards

\$.499 Per Telecom Unit

\$1.00 connection charge per call

---

Issued: September 11, 2000                      Effective:  
By: Paul S. Hoffman, Chief Financial Officer  
5053 Ocean Blvd., #54  
Sarasota, Florida 34242







**FINANCIAL INFORMATION**

# GoSolo™

TECHNOLOGIES

August 28, 2000

To the Stockholders  
Go Solo Technologies, Inc. and Subsidiaries

The attached unaudited financial statements for Go Solo Technologies, Inc. and Subsidiaries for the year ended December 31, 1999, have been prepared to the best of our knowledge in conformity with generally accepted accounting principles in the United States (GAAP). We are not aware of any material omissions or departures from GAAP as of the date of this letter.

  
Paul Hoffman  
Chief Financial Officer  
Go Solo Technologies, Inc.

# Go Solo Technologies, Inc. and Subsidiaries

## Consolidated Balance Sheet (unaudited)

December 31, 1999

### ASSETS

#### Current assets

Cash \$ 95,400  
Prepays and other current assets 396,993

Total current assets 492,393

#### Property, plant and equipment

net of \$226,300 accumulated depreciation 1,262,446

#### Other assets

Security deposit 2,835

TOTAL ASSETS \$ 1,757,675

### LIABILITIES & STOCKHOLDERS' DEFICIT

#### Current liabilities

Accounts payable \$ 331,668  
Current portion of loans and notes payable 811,572  
Other current liabilities 97,538

Total current liabilities 1,240,779

Long-term debt 3,233,020

Total liabilities 4,473,799

### STOCKHOLDERS' DEFICIT

Common Stock, no par value; 100,000,000 shares authorized,  
67,875,000 shares issued and outstanding 56,993

Net loss (2,773,117)

Total deficit (2,716,124)

TOTAL LIABILITIES & STOCKHOLDERS' DEFICIT \$ 1,757,675

**Go Solo Technologies, Inc. and Subsidiaries**  
**Consolidated Statement of Income (unaudited)**  
For The Year Ended December 31, 1999

Income		\$ <u>437,477</u>
Cost of sales		
Annual fees		13,997
Carrier fees		<u>136,889</u>
Total cost of sales		<u>150,886</u>
Gross profit (loss)		<u>286,591</u>
Operating and administrative expense		844,258
Research and development costs		1,975,851
Operating loss		<u>(2,533,518)</u>
Other income (expense)		
Interest income		6,138
Loan fees-Prinvest		(1,750)
Interest Expense		
Interest expense - loans		<u>(237,915)</u>
Total other income (expense)		<u>(233,527)</u>
Net loss before taxes		<u>(2,767,045)</u>
Income taxes		(6,072)
Net loss	\$	<u><u>(2,773,117)</u></u>

**Go Solo Technologies, Inc. and Subsidiaries**  
**Consolidated Statement of Changes in Stockholders' Deficit (unaudited)**  
*For The Year Ended December 31, 1999*

	Common Stock		Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount		
Beginning balances, March 29, 1999 (date of inception)	0	\$ 0	\$ 0	\$ 0
Issuance of common stock to founders	5,000,000	50,000		50,000
Issuance of common stock to employees	656,250	6,993		6,993
Issuance of common stock	62,218,750			
Net Loss			(2,773,117)	(2,773,117)
Balances December 31, 1999	67,875,000	\$ 56,993	\$ (2,773,117)	\$ (2,716,124)

**MANAGEMENT INFORMATION**

# **Go Solo Technologies, Inc.**

## **Management Information**

### **Louis J. Zant, President/CEO**

As the founder of GoSolo Technologies, Lou Zant has been on the forefront of many big ideas and has experienced how, with a little bit of finesse and timing, innovative ideas become reality. Lou started four prior companies that exceeded \$100 million in annual revenues. His first two companies were in the fashion industry where his marketing savvy produced unprecedented results. But Lou had the vision and the aptitude to break into the technology sector and did so in a big way. In the early 90's, Lou identified a trend in personal security systems, and took heed to the call with the creation of Quorum International — a company that set records by taking sales from zero to \$21 million a month in just 21 months. Capitalizing on his knack for recognizing opportunity, Lou created his first company in the communications arena and launched N'Touch. N'Touch was developed to create one of the first successful "virtual office" concepts in telecommunications. After only 10 months, N'Touch was acquired, proving again that Lou could create a hit. After his two-year non-compete agreement expired, Lou was in the game again clearly recognizing the urgent need to make communications simpler and more manageable and to bring communications technologies together. In February of 1999, Lou put his concepts into action using the name "GoSolo" and the rest is history! With Lou as leader and visionary force behind GoSolo, the company is destined to become the number one, all-in-one, voice portal and personal communications service!

### **Gregg W. Corella, Executive Vice President**

Considered a pioneer in the relatively new industry of unified messaging, Gregg brings leadership in both the technology and marketing triumphs of the company. Gregg plays a vital role in virtually every aspect of the company from conceptual development to project planning to marketing. He is responsible for overseeing sales, customer service, corporate communications and various marketing functions. Gregg's expertise in Web design and development has been instrumental in the design of the Web interface for GoSolo customers and customer service team. Formally trained as an architect, Gregg brings a unique skillset to the company including creative design and problem-solving abilities, project planning experience and a keen eye for detail. He is intimately involved in all aspects of strategic planning and operations.

### **Scott Seltzer, Chief Technology Officer**

As GoSolo's very own computer and telecommunications wizard, Scott Seltzer's impressive knowledge base has ignited GoSolo to be the most advanced natural speech one-number service. In his role as Chief Technology Officer, Scott works his magic overseeing the programming of the platform, telephony software and hardware purchasing, and manages a support team of programmers. He also oversees all outsourced technology vendors employed by GoSolo. Scott's background includes being founder, president, and chief developer of a nine year old customized voicemail service bureau (now a wholly owned subsidiary of GoSolo), and several years in development and marketing roles with IBM Corporation.

**Sonja R. Bentley, Director of Channel Relations**

As a former advertising executive for the New York Times Company, Sonja's experience with major world players is an important asset to GoSolo as she develops the communications materials that interpret the GoSolo story. Sonja previously served as Public Relations Director for Prosperity Partners, Inc. as well, a role which prepared her well for her position as GoSolo's resident writer. Sonja's daily work path takes her from development to marketing, producing GoSolo support materials, scripting audio and visual presentations as well as all corporate communications.

**Benjamin A. Stolz, General Counsel**

General Counsel, Benjamin Stolz handles the intricacies of GoSolo's diverse legal demands which encompass telecommunications, securities, corporate and technology issues. Ben began his interest in technology at 18 when he was hired to design a prototype system for the insurance industry; he copyrighted his first product at 19. Picking up his law license in 1990, Ben has continued to focus on cutting edge technology issues. At GoSolo Ben not only protects the company's interests, but also plays an active role as Vice President of Strategic Planning. Combining both roles, Ben vigilantly protects GoSolo's interests and actively maps out its future with Senior Management.

**Paul S. Hoffman, Chief Financial Officer**

As GoSolo's former CPA, Paul accepted the role as Chief Financial Officer and is now leading the company into financial efficiency through advanced systems, management and technology. With a technical background that includes writing and programming of financial software, Paul brings a keen understanding of the financial management needs of GoSolo. Paul lends leadership and confidence to the GoSolo team as critical financial decisions are made. All financial and market analysis data are channeled through Paul.



## **STATEMENT OF FINANCIAL CAPABILITY**

Go Solo Technologies, Inc. has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of Go Solo Technologies, Inc.'s stated financial capability, a copy of its Balance Sheet as of December 31, 1999 and its Income Statement for the year ended December 31, 1999 is attached to its application. Go Solo Technologies, Inc. intends to fund the provision of service through internally generated cash flow. Go Solo Technologies, Inc. also has the ability to borrow funds, if required, based upon its financial capabilities, and its investors are committed to providing any necessary capital if needed to provide service in the State of Florida.

Tevalo, Inc.  
PO Box 2898  
Winter Haven, FL 33883-2898  
863-293-2577  
Fax 863-293-2827

ORIGINAL

001381-WU

Enclosed, please find the original and five copies of the completed application for a water system. Also enclosed is a check in the amount of \$750.00. Please do not hesitate to contact me at 863-293-2577, if you have any questions.

Thank you,



Kimberly A. Gossett  
Tevalo, Inc.

DEPOSIT	DATE
D 360	SEP 13 2000

Enc.

DOCUMENT NUMBER-DATE  
11333 SEP 12 8  
FPSC-RECORDS/REPORTING

Tevalo, Inc.  
PO Box 2898  
Winter Haven, FL 33883-2898  
863-293-2577  
Fax 863-293-2827

001381-SD

Original Completed Application for Water System  
With Exhibits and Maps



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

Corporation          Partnership          Sole Proprietorship  
Other \_\_\_\_\_  
(Specify)

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

James O. Vaughn, President  
P.O. Box 2898, Winter Haven, FL 33883-2898  
Kenneth M. Gerrard, Secretary/Treasurer  
105 Spyglass St., Simon Island, GA 31522

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART II      SYSTEM INFORMATION**

A)      **WATER**

- (1) Exhibit   A   - A statement describing the proposed types(s) of water service to be provided (i.e., potable, non-potable or both).
- (2) Exhibit   B   - 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 territory is fully occupied.

**Tevalo, Inc.**

PO Box 2898

Winter Haven, FL 33883-2898

(863) 293-2577

Fax (863) 293-2827

Exhibit "A"

This corporation will provide potable water for a residential subdivision.

**Tevalo, Inc.**  
PO Box 2898  
Winter Haven, FL 33883-2898  
(863) 293-2577  
Fax (863) 293-2827

Exhibit "B"  
All Phases  
7/19/00

Existing Customers

Lot 1	Brown	Lot 58	Rosser
Lot 2	Thompson	Lot 59	Mathis
Lot 3	Stevens	Lot 60	Davis
Lot 4	Hines	Lot 61	Hayes
Lot 6	Kennedy	Lot 62	Johnson
Lot 7	McCullough	Lot 63	Winter
Lot 8	Post/James		
Lot 9	Cagle		
Lot 10	Bardwell		
Lot 11	Schmidt		
Lot 12	Clark		
Lot 13	Stalvey		
Lot 14	Wright		
Lot 15	Kehoe	Lot 5	Sold
Lot 16	Knight	Lot 26	Sold
Lot 17	Vargas		
Lot 18	Sanders		
Lot 19	Thompson		
Lot 23	Clayton/Burchfield		
Lot 24	Turley		
Lot 25	Spires		
Lot 27	Hall		
Lot 28	Melvin		
Lot 29	Gelpi/Suazo		
Lot 30	Davis		
Lot 31	Shorette		
Lot 32	Moya		
Lot 33	Gonzalez		
Lot 34	Sparks		
Lot 35	Everly		
Lot 57	Markland		

Lots Sold, But No Water

Lot 5 Sold  
Lot 26 Sold

Unsold Lots

Lot 20 - 22  
Lot 36 - 56  
Lot 64 - 176

Class C, 2" Meter  
Water usage is not metered.  
Flat fee billing system.

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

PWS ID# 6535393 Florida Department of Health

- (4) Indicate when the water utility system was established.

10/15/1996

- (5) Exhibit C - Evidence that the utility owns the land where the water facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

B) **WASTEWATER**

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

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

N/A

- (3) Indicate when the wastewater utility system was established.

N/A

- (4) Exhibit N/A - Evidence that the utility owns the land where the wastewater facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.



**Tevalo, Inc.**  
P.O. Box 2898  
Winter Haven, Fl 33883-2898  
(863) 293-2577  
Fax (863) 293-2827

Exhibit "C"

See Attached Warranty Deed

---

1992 MAY 15 PM 2:22

058820

.60

Documentary Tax Pd. \$ 60  
Intangible Tax Pd. \$ 0  
E. D. "Bud" Dixon, Clerk, Polk Co.  
By: Setts Howell Deputy Clerk

PREPARED BY:  
RICHARD E. STRAUGHN, ESQUIRE  
STRAUGHN & STRAUGHN, P.A.  
Post Office Box 2295  
Winter Haven, Florida 33883-2295

FILE	TAX	DIXON	CLERK	FEES
110	04235			\$5.00
791	04236			\$1.00
751	04237			\$0.60
TOTAL				\$6.60
CHECK# 003749				\$6.60

WARRANTY DEED

THIS INDENTURE, made this 13th day of May, 1992, between JAMES O. VAUGHN, of Post Office Box 192, Winter Haven, Florida, grantor\*, and TEVALO, INC., a Florida corporation, whose mailing address is P.O. Box 192, Winter Haven, FL 33883, grantee\*.

WITNESSETH:

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

TRACT 1: The NW 1/4 of the SW 1/4 of Section 18, Township 29 South, Range 26 East, Polk County, Florida, LESS AND EXCEPT right of way for State Road 559.

TRACT 2: The South 891 feet of the NE 1/4 of the SE 1/4 of Section 13, Township 29 South, Range 25 East, Polk County, Florida, LESS AND EXCEPT right of way for State Road 559 and Spruce Road.

THIS PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR AND HE DOES NOT RESIDE THEREON.

NO TITLE ASSURANCE WAS REQUESTED OR GIVEN.

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

\*Grantor and Grantee are used for singular or plural, as context requires.

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

Signed, sealed and delivered in our presence as witnesses:

Deborah Quattlebaum  
Printed Name Deborah Quattlebaum  
Kathleen A. Radzak  
Printed Name Kathleen A. Radzak

James O. Vaughn  
JAMES O. VAUGHN

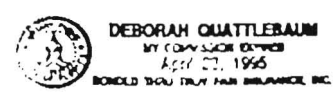
STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments personally appeared JAMES O. VAUGHN, who produced n/a as identification and who did (did not) take an oath. PERSONALLY KNOWN TO ME

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of May, 1992.

Deborah Quattlebaum  
Notary Public

FILED, RECORDED, AND  
RECORD VERIFIED  
E. D. "Bud" Dixon, Cl. Cl.  
POLK COUNTY, FLA.  
BY [Signature] D.C.



3100 2126  
POLK COUNTY, FLA. PAGE

A/D  
880  
588

Documentary Tax Pd. \$ 60  
Intangible Tax Pd. \$ 0  
E. D. "Bud" Dixon, Clerk, Polk Co.  
By: Littie Howell Deputy Clerk

1992 MAY 15 PM 2:22

PREPARED BY:  
RICHARD E. STRAUGHN, ESQUIRE  
STRAUGHN & STRAUGHN, P.A.  
Post Office Box 2295  
Winter Haven, Florida 33883-2295

POLK COUNTY CLERK'S OFFICE		
OFFICE OF THE CLERK		
115	04235	\$5.00
291	04236	\$1.00
251	04237	\$0.60
TOTAL		\$6.60
CHECK # 003749		\$6.60

WARRANTY DEED

THIS INDENTURE, made this 13th day of May, 1992, between JAMES O. VAUGHN, of Post Office Box 192, Winter Haven, Florida, grantor\*, and TEVALO, INC., a Florida corporation, whose mailing address is P.O. Box 192, Winter Haven, Fl 33883, grantee\*.

WITNESSETH:

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

TRACT 1: The NW 1/4 of the SW 1/4 of Section 18, Township 29 South, Range 26 East, Polk County, Florida, LESS AND EXCEPT right of way for State Road 559.

TRACT 2: The South 891 feet of the NE 1/4 of the SE 1/4 of Section 13, Township 29 South, Range 25 East, Polk County, Florida, LESS AND EXCEPT right of way for State Road 559 and Spruce Road.

THIS PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR AND HE DOES NOT RESIDE THEREON.

NO TITLE ASSURANCE WAS REQUESTED OR GIVEN.

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

\*Grantor and Grantee are used for singular or plural, as context requires.

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

Signed, sealed and delivered in our presence as witnesses:

Deborah Quattlebaum  
Printed Name Deborah Quattlebaum  
Kathleen A. Radzak  
Printed Name Kathleen A. Radzak

James O. Vaughn  
JAMES O. VAUGHN

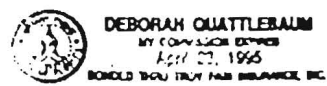
STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments personally appeared JAMES O. VAUGHN, who produced n/a as identification and who did (did not) take an oath. PERSONALLY KNOWN TO ME

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of May, 1992.

Deborah Quattlebaum  
Notary Public

FILED, RECORDED, AND  
RECORD VERIFIED  
E. D. "Bud" DIXON, CL. CL.  
POLK COUNTY, FLA.  
BY [Signature] D.C.



058820

60

3100 2126  
POLK COUNTY CLERK'S OFFICE

A/D  
580  
580

1992 MAY 15 PM 2:23

058821

377.40

Documentary Tax Pd. \$ 377.40  
Intangible Tax Pd. \$ -  
E. D. "Bud" Dixon, Clerk, Polk Co.  
By: Betty H. Hill Deputy Clerk

PREPARED BY:  
RICHARD E. STRAUGHN, ESQUIRE  
STRAUGHN & STRAUGHN, P.A.  
Post Office Box 2295  
Winter Haven, Florida 33883-2295

CLERK OF COURT		
05/15/92	10726 458	
115	042.58	\$9.00
291	042.39	\$1.50
251	042.40	\$377.40
125	042.61	\$0.60
TOTAL		\$388.50
CHECK# 003749		\$388.50

WARRANTY DEED

THIS INDENTURE made this 14th day of May, 1992, between HICKORY WALK, INC., a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Post Office Box 1137, Lake Alfred, Florida 33850, party of the first part, and TEVALO, INC., a Florida corporation, whose mailing address is Post Office Box 192, Winter Haven, Fl 33883, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its heirs and assigns forever, all that certain parcel of land lying and being in the County of Polk and State of Florida, more particularly described as follows:

TRACT 1: The NW 1/4 of the SW 1/4 of Section 18, Township 29 South, Range 26 East, Polk County, Florida, LESS AND EXCEPT right of way for State Road 559.

TRACT 2: The South 891 feet of the NE 1/4 of the SE 1/4 of Section 13, Township 29 South, Range 25 East, Polk County, Florida, LESS AND EXCEPT right of way for State Road 559 and Spruce Road.

NO TITLE ASSURANCE REQUESTED OR GIVEN.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining:

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

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all encumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part 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 party of the first part has caused these presents to be signed in its name by its President on the day and year first above written.

HICKORY WALK, INC.

Deborah Quattlebaum  
Printed Name: Deborah Quattlebaum

Kathleen A. Radzak  
Printed Name: Kathleen A. Radzak

J. K. Enzor, Jr.  
By: J. K. Enzor, Jr.

3100 2127  
POLK CO. REC. PAGE

A/10  
1380

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of May, 1992, by J. K. ENZOR, JR., as President of HICKORY WALK, INC., a corporation, on behalf of the corporation. He/she is personally known to me or who has produced n/a as identification and who did (did not) take an oath.

Deborah Quattlebaum  
Notary Public  
Printed Name: Deborah Quattlebaum

re\tovals.udj



DEBORAH QUATTLEBAUM  
MY COMMISSION EXPIRES  
10/03/1995  
BONDED WITH FIDELITY INSURANCE, INC.

3100 2128  
POLK OFF. REC. PAGE

FILED, RECORDED, AND  
RECORD VERIFIED  
E. D. "Bud" DIXON, Clk. Civ. Cl.  
POLK COUNTY, FLA.  
BY [Signature] D.C.

**PART III FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit   D   - A statement regarding the financial and technical ability of the applicant to continue to provide service.
- B) Exhibit   E   - A statement explaining how and why the applicant began providing water and/or wastewater service prior to obtaining a PSC certificate.

**PART IV RATES AND TARIFFS**

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

**PART V TERRITORY DESCRIPTION AND MAPS**

A) **TERRITORY DESCRIPTION**

Exhibit   H   - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility is currently serving. If the water and wastewater service territories are different, provide separate descriptions.

Exhibit   I   - If the applicant is requesting territory not serviced at the time of the application provide the following:

- (1) A statement showing the need for service in the proposed area.
- (2) 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.

**Tevalo, Inc.**  
PO Box 2898  
Winter Haven, FL 33883-2898  
(863) 293-2577  
Fax (863) 293-2827

Exhibit "D"

See Attached Financial Statement

**Tevalo, Inc.**

Tevalo, Inc., is a Florida corporation owned 50% by Kenneth M. Gerrard and 50% by Martha H. Vaughn. The corporation owns a 5-acre tract in Tevalo Hills, Hillsborough County, near Brandon. This acreage is leased to an adjoining property owner for an annual fee of \$1,000.

In 1992, the corporation bought 70 acres in Eagle Lake for development into a subdivision that will consist of 176 lots. There is a deep well located on the property that was part of the former citrus grove operation. The property has been appraised at \$420,000. The land has been improved by \$220,000 to date for development and engineering.

**Assets**

Cash in Bank		\$	52,999
Fencing, Hillsborough County			2,000
5 acres, Hillsborough County, Leased			15,000
Fencing, McLeod Gardens			2,800
40 Acres in Eagle Lake	270,000		
22 Residential Lots, \$10,500 each @ 10,500	231,000		
8 Lots under Contract @ \$10,500 ea	84,000		
Well & Fence/water System	133,000		
Roads and Improvements	60,000		
		\$	<u>778,000</u>

Total Assets		\$	<u>850,799</u>
--------------	--	----	----------------

**Liabilities**

Colonial Bank	\$	-75,000	
Engineering, Payable			
Total Liabilities		<u>75,000</u>	\$

**Equity**

Total Assets	\$	850,799	
Less Liabilities		-75,000	
Net Equity		<u>775,799</u>	\$

**Martha H. Vaughn equity:**

50% Total Assets, Say	\$	425,400	
50% Total Liabilities, Say		-37,500	
Total		<u>387,900</u>	\$



**Tevalo, Inc.**  
PO Box 2898  
Winter Haven, FL 33883-2898  
(863) 293-2577  
Fax (863) 293-2827

Exhibit "E"

The plans were approved and under construction when the jurisdiction changed from Polk County to the PSC for regulation.

**Tevalo, Inc.**

PO Box 2898

Winter Haven, FL 33883-2898

(863) 293-2577

Fax (863) 293-2827

Exhibit "F"

Current rates and charges were established on 10/16/2000, by estimating expected expenses. It was then decided that a flat rate \$18.00 per home would cover the expenses that the utility company would incur.

*Exhibit "G"*

WATER TARIFF

Tevalo, Inc.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

Tevalo, Inc.  
NAME OF COMPANY

616 Second Street SW

PO Box 2898

Winter Haven, FL 33883-2898  
(ADDRESS OF COMPANY)

863-293-2577 863-299-2261  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

TABLE OF CONTENTS

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

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -PWS Id. No. 6535393

COUNTY -Polk

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

A Residential Development consisting of single family homes. A total of 176 homes have been planned. Developed in three phases.

Phase I – Existing Water Service Provided

The South 891 feet of the NE ¼ of the SE ¼ Section 13, Township 29 South, Range 25 East, Polk County, Florida, LESS the South 40 feet thereof for Bomber Road. Said Parcel of land contains 25.963 acres more or less.

Phase II – Proposed Water Service

The North ½ of United States Government Lot 4 (otherwise known as NW ¼ of SW ¼) of Section 18, Township 29 South, Range 26 East, Polk County, Florida, LESS the South 40 feet thereof for Bomber Road.

Phase III – Proposed Water Service

Portions of the NE ¼ of the SE ¼, Section 13, Township 29 South, Range 25 East, and the NW ¼ of the SW ¼ of Section 18, Township 29 South, Range 26 East, Polk County, Florida, More Particularly Described as Follows:

Begin on the West Boundary of the NW ¼ of the SW ¼ of Said Section 18, at a Point Which Lies 615.00 Feet North of the Southwest Corner Thereof, and Run S8918'14"W, Along the North Boundary of McLeod Gardens, Phase II as Recorded in Plat Book 108, Page 2, 1068.47 Feet; Thence S0041'46"E, Along the West Boundary of Said Subdivision and its Extension Southward, 110.00 Feet; Thence S8918'14"W, 85.00 Feet; Thence Northeasterly on the Arc of a Curve to the Left (Radius 25.00 Feet, Central Angle 9000'00") 39.27 Feet to a Point of Tangent; Thence N0041'46"W, 175.00 Feet; Thence S8918'14"W, 161.48 Feet; Thence N0106'13"W, 186.00 Feet; Thence N8918'14"E, 1480.80 Feet; Thence S0041'46"E, 446.00 Feet; Thence S8918'14"W, 60.00 Feet; Thence N0041'46"W, 170.00 Feet; Thence S8918'14"W, Along the North Boundary of McLeod Gardens, Phase II, 129.53 Feet to the Point of Beginning. Said Parcel of Land Contains 9.315 Acres, More or Less

Phase IV – Proposed Water Service

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Polk County	McLeod Gardens	General Service	12.0
		Residential Service	13.0
		Meter Test Deposit	15.0
		Misc. Service Charges	16.1
		Service Fees & Charges	17.0

James O. Vaughn  
ISSUING OFFICER

President  
TITLE



NAME OF COMPANY Tevalo, 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 Tevalo, 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)

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, 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.

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises.....	9.0	14.0
Adjustment of Bills.....	10.0	22.0
Adjustment of Bills for Meter Error .....	10.0	23.0
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Application .....	7.0	3.0
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Change of Customer's Installation .....	8.0	11.0
Continuity of Service.....	8.0	9.0
Customer Billing .....	9.0	16.0
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Filing of Contracts .....	10.0	25.0
General Information .....	7.0	1.0
Inspection of Customer's Installation.....	9.0	13.0
Limitation of Use.....	8.0	10.0
Meter Accuracy Requirements .....	10.0	24.0
Meters.....	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently .....	10.0	18.0

(Continued to Sheet No. 6.1)

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Policy Dispute .....	7.0	2.0
Protection of Company's Property .....	8.0	12.0
Refusal or Discontinuance of Service .....	7.0	5.0
Right-of-way or Easements .....	9.0	15.0
Termination of Service .....	9.0	17.0
Type and Maintenance.....	7.0	7.0
Unauthorized Connections - Water .....	10.0	19.0

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

RULES AND REGULATIONS

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

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

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

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

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

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

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

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

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

(Continued on Sheet No. 8.0)

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 10.0)

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

(Continued from Sheet No. 9.0)

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

James O. Vaughn  
ISSUING OFFICER

President  
TITLE



NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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Customer Deposits.....	14.0
General Service, GS.....	12.0
Meter Test Deposit.....	15.0
Miscellaneous Service Charges.....	16.0
Residential Service, RS.....	13.0
Service Availability Fees and Charges.....	17.0

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Period begins the 29<sup>th</sup> of each month and ends on the 28<sup>th</sup> of the following month.
- RATE - 18.00 flat rate per month

MINIMUM CHARGE - \$18.00 flat rate per month.

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

EFFECTIVE DATE -

TYPE OF FILING – Original Certification

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Period begins on the 29<sup>th</sup> of each month and ends on the 28<sup>th</sup> of the following month.
- RATE - \$18.00 flat rate per month.

MINIMUM CHARGE - \$18.00 flat rate per month.

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

EFFECTIVE DATE -

TYPE OF FILING – Original Certification

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

CUSTOMER DEPOSITS

N/A

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

---

NAME OF COMPANY Tevalo, 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"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

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

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING - Original Certification

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, 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.

LATE FEE - This charge may be levied when a payment is not received by the 20<sup>th</sup> of the month following service.

LOCK TAMPERING - This charge is levied when customer removes and/or damages the lock placed on water line by a Company representative due to non payment of water bill.

James O. Vaughn  
ISSUING OFFICER

President \_\_\_\_\_  
TITLE

NAME OF COMPANY - Tevalo, Inc.

Water Tariff

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>N/A</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Fee	\$ <u>3.00</u>
Lock Tampering	<u>\$Actual Cost</u>

EFFECTIVE DATE -

TYPE OF FILING -Original Certification

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, 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".....	Actual Cost (1) <sup>1</sup>	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service.....	\$275.00	
1" metered service.....	\$	
1 1/2" metered service.....	\$	
2" metered service.....	\$	
Over 2" metered service.....	Actual Cost (1) <sup>1</sup>	
<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> .....	Actual Cost (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" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2".....	\$	
Over 2".....	Actual Cost (1)	
<u>Plan Review Charge</u> .....	Actual Cost (1)	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD) .....	\$	
All others-per gallon .....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD) .....	\$	
All others-per gallon .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING -Original Certification

James O. Vaughn  
 ISSUING OFFICER

President  
 TITLE



NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

INDEX OF STANDARD FORMS

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

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

N/A

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

(See Next Page)

APPLICATION FOR WATER SERVICE

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

# TEVALO, INC.

Billing Address:

P. O. Box 2898  
Winter Haven, FL 33883-2898

Office:

616 Second Street  
Winter Haven, FL 33880

## Application for Water Service

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City

State

Zip

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

City

State

Zip

Date Water service should begin \_\_\_\_\_

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered monthly, as stated in the rate schedule. Bills must be paid by the 20th of the month to avoid a late fee. If payment is not made after five (5) working days after a written Cut Off Notice is sent, service may be discontinued without further notice.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require or written notice within 10 days prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

James O. Vaughn  
ISSUING OFFICER

President \_\_\_\_\_  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

COPY OF CUSTOMER'S BILL

See Next Page

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

Tevalo, Inc.  
P. O. Box 2898  
616 Second Street SW  
Winter Haven, FL 33883-2898  
863-293-2577

Water Service for Lot: 26

Balance Forward:  
Payment Received:  
  
Late Fee:  
Premise Visit:  
Reconnect Fee:  
NSF Charges:  
August service:

**TOTAL DUE:**

Payment must be received by us no later than  
September 20, 2000 to avoid a \$3.00 late fee.  
Mail your payment to the above address. Make  
check or money order payable to Tevalo, Inc  
CASH CANNOT BE ACCEPTED



Water Restrictions House  
numbers ending in 0 or 1 -  
Mondays; 2 or 3 - Tuesdays;  
4 or 5 - Wednesdays; 6 or 7 -  
Thursdays; 8 or 9 Fridays

**Water Once a Week Only NO  
WATERING 10 AM TO 4 PM**

Shouse,  
127 Weeping Willow Road  
Winter Haven, FL 33880

SAMPLE

**Please keep your water valve cover visible, free of grass and dirt.**

- Monthly service amount is Water Service of \$18.00 plus Regulatory Assessment Fee of 4.5% or \$.81 plus Polk County Service Tax Fee of 2% or \$.36.
- Payments received after the 28<sup>th</sup> will be credited on the next month's bill.
- A 5-working-day cut off notice will be sent if payment is not received by us by the 20<sup>th</sup> of the month. (NOT BY POSTMARK DATE ON ENVELOPE)
- If account is not paid in full during the 5-day period (including the late fee), service will be discontinued **WITHOUT FURTHER NOTICE**.
- Additional fees will be assessed if service must be discontinued.

➤ Schedule of Fees/Service:	
Water Service	\$18.00
Regulatory Assessment Fee (4.5%)	.81
Polk County Service Tax Fee (2%)	.36
Late Fee per occurrence	3.00
Premises Visit	10.00
Violation Reconnection	15.00
NSF Fee	15.00
Customer Removal or Damage To Lock	Actual Cost

NAME OF COMPANY   Tevalo, Inc.  

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities .....		
Availability .....		
Construction of Oversized Facilities .....		
Customer Connection (Tap-in) .....		
Customer Installation (Customer Maintained Lines).....		
Cost Records and "As-Built" Plans.....		
Design by Independent Engineers.....		
Developer Agreements .....		
Easements and Rights-of-Way.....		
Extensions Outside Certificated Territory .....		
General Information .....		
Inspections.....		
Obligations of Developer.....		
Obligations of Company.....		
Off-Site Facilities .....		
On-Site Facilities.....		
Refundable Advances.....		
Schedule of Fees and Charges.....	Go to Sheet No. 17.0	
System Design and Construction .....		
Table of Daily Flows.....		
Transfer of Contributed Property - Bills of Sale.....		

James O. Vaughn  
ISSUING OFFICER

President  
TITLE



NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 17.0
Service Availability Policy.....	24.0

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY Tevalo, Inc.

WATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

James O. Vaughn  
ISSUING OFFICER

President  
TITLE

---

**Tevalo, Inc.**  
PO Box 2898  
Winter Haven, FL 33883-2898  
(863) 293-2577  
Fax (863) 293-2827

Exhibit "H"

McLeod Gardens Legal Description:

The South 891 feet of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  Section 13, Township 29 South, Range 25 East, Polk County, Florida, LESS the South 40 feet thereof for Bomber Road. Said Parcel of land contains 25.963 acres more or less.

The North  $\frac{1}{2}$  of United States Government Lot 4 (otherwise known as NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ) of Section 18, Township 29 South, Range 26 East, Polk County, Florida, LESS the South 40 feet thereof for Bomber Road.

**Tevalo, Inc.**  
P.O. Box 2898  
Winter Haven, Fl 33883-2898  
(863) 293-2577  
Fax (863) 293-2827

Exhibit "I"

1. Phase III and Phase IV have not been developed as of the date of this application. When homes are built on these phases, water will be provided to the homeowner.
2. To the best of our knowledge, the provision of service in this territory will be consistent with the water sections of the local comprehensive plan as approved by the Department of Community Affairs at the time the application is filed.

B) **TERRITORY MAPS**

Exhibit   J   - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

C) **SYSTEM MAPS**

Exhibit   K   - One copy of detailed map(s) showing existing lines, facilities and the territory being served. **Additionally, any requested territory not served at the time of application shall be specifically identified.** Map(s) should be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

**PART VI**      **NOTICE OF ACTUAL APPLICATION**

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

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;

**Tevalo, Inc.**  
P.O. Box 2898  
Winter Haven, FL 33883-2898  
(863) 293-2577  
Fax (863) 293-2827

Exhibit "L"

**AFFIDAVIT**

I James O. Vaughn, President \_\_\_\_\_ (applicant) do solemnly swear or affirm that the notice of actual application was give in accordance with Section 367-045 (1) (a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

1. The governing body of the municipality, county or counties in which the system or the territory proposed to be served is located
2. The privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located.
3. The proposed territory is not within one mile of a county boundary. Notice list will only be sent to entities in Polk County.
4. The regional planning council.
5. The Office of Public Counsel.
6. The Public Service Commission's Director of Records and Reporting.
7. The appropriate regional office of the Department of Environmental Protection.

By: *James O. Vaughn*  
James O. Vaughn, President

Subscribed and sworn to before me this 31<sup>st</sup> day of August, 2000 by James O. Vaughn who is personally known to me.

*Kimberly A. Gossett*  
Notary Public's Signature



Kimberly A. Gossett  
MY COMMISSION # CC903234 EXPIRES  
January 18, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

Kimberly A. Gossett  
Printed Name of Notary Public

My Commission Expires: 1/18/2004

**APPLICATION FOR ORIGINAL CERTIFICATE**  
**(FOR A UTILITY IN EXISTENCE AND CHARGING RATES)**

(Section 367.045, Florida Statutes)

**LEGAL NOTICE**

Notice is hereby given on 9/31/00, pursuant to Section 367.045, Florida Statutes, of the application of Tevalo, Inc. – Mcleod Water Company to operate a water and/or wastewater utility to provide service to the following described territory in Polk County, Florida as follows:

Mcleod Gardens

The South 891 feet of the NE ¼ of the SE ¼ Section 13, Township 29 South, Range 25 East, Polk County, Florida, LESS the South 40 feet thereof for Bomber Road. Said Parcel of land contains 25.963 acres more or less.

The North ½ of United States Government Lot 4 (otherwise known as NW ¼ of SW ¼) of Section 18, Township 29 South, Range 26 East, Polk County, Florida, LESS the South 40 feet thereof for Bomber Road.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Tevalo Inc.  
Mcleod Gardens Water  
P.O. Box 2898  
Winter Haven, FL 33883-2898

Tevalo, Inc.  
PO Box 2898  
Winter Haven, Fl 33883-2898

List of Entities Receiving Notice List



Hidden Cove, Ltd.  
PO Box 5252  
Lakeland, FL 33807-5252

Keen Sales, Rentals & Utilities  
685 Dyson Road  
Haines City, FL 33844-8587

Lake Haven Utility Associates  
DBA Lake Wales Utilities  
PO Box 9076  
Lakeshore, FL 33854-9076

Mountain Lake Corporation  
PO Box 832  
Lake Wales, FL 33859-0832

New River Ranch, L.C.  
DBA River Ranch  
PO Box 30030  
River Ranch, FL 33867-0030

Orchid Springs Development Co  
710 Overlook Drive  
Winter Haven, FL 33884-1669

Park Water Company, Inc.  
26 First Avenue, North  
Lake Wales, FL 33853-8761

Pinecrest Ranches, Inc.  
PO Box 2898  
Winter Haven, FL 33883-2898

Plantation Landings, Ltd.  
PO Box 5252  
Lakeland, FL 33807-5252

Poinciana Utilities, Inc.  
4837 Swift Road, Suite 100  
Sarasota, FL 34231-5157

S.V. Utilities, Ltd.  
PO Box 5252  
Lakeland, FL 33807-5252

ABCA, Inc.  
c/o First Union Natl. Bank  
7<sup>th</sup> Floor  
1970 Chain Bride Road  
McLean, VA 22102-4099

Anglers Cove West., Ltd.  
PO Box 5252  
Lakeland, FL 33807-5252

Aquasource Utility, Inc.  
200 Corporate Center Drive  
Suite 300  
Coraopolis, PA 15108-3186

Bieber Enterprises, Inc.  
Dba Breeze Hill Utilities  
152 Breeze Hill  
Lake Wales, FL 33853-7300

CHC VII, Ltd.  
PO Box 5252  
Lakeland, FL 33807-5252

Crooked Lake Park Sewerage Co  
227 Caloosa Lake Circle North  
Lake Wales, FL 33853-8605

Crystal River Utilities, Inc.  
C/O Aquasource Utility, Inc.  
200 Corporate Center Drive  
Suite 300  
Coraopolis, PA 15108-3186

Cypress Lakes Utilities, Inc.  
200 Weatherfield Avenue  
Altamonte Springs, FL  
32714-4099

Florida Water Services Corp.  
PO Box 609520  
Orlando, FL 32860-9520

Four Lakes Golf Club, Ltd.  
PO Box 5252  
Lakeland, FL 33807-5252

Skyview Utilities Receivership  
Drawer AT01  
PO Box 9005  
Bartow, FL 33831-9005

Sports Shinko Utility, Inc.  
Dba Grenelefe Utilities  
3200 State Road 546  
Grenelefe, FL 33844-9732

Central Florida Regional  
Planning Council  
PO Box 2089  
Bartow, FL 33831

City Manager, City of Bartow  
450 North Wilson  
Bartow, FL 33830-3954

Clerk, Board of County  
Commissioners, Polk County  
PO Box 9000, Drawer CC-1  
Bartow, FL 33831-9000

DEP Central District  
3319 Maguire Blvd.  
Suite 232  
Orlando, FL 32803-3767

DEP Southwest District  
3804 Coconut Palm Drive  
Tampa, FL 33618-8318

Mayor, City of Auburndale  
PO Box 186  
Auburndale, FL 33823-0186

Mayor, City of Davenport  
PO Box 125  
Davenport, FL 338.6-0126

Crystal River Utilities, Inc.  
C/O Aquasource Utility, Inc.  
200 Corporate center Dv Ste 300  
Coraopolis, PA 15108-3186

Mayor, City of Eagle Lake  
PO Box 129  
Eagle Lake, FL 33839-1029

Mayor, City of Frostproof  
PO Box 308  
Frostproof, FL 33843-0308

Mayor, City of Ft. Meade  
PO Box 856  
Ft. Meade, FL 33841-0856

Mayor, City of Haines City  
PO Box 1507  
Haines City, FL 33845-1507

Mayor, City of Lake Alfred  
120 East Pomelo Street  
Lake Alfred, FL 33850-2136

Mayor, City of Lake Wales  
PO Box 1320  
Lake Wales, FL 33859-1320

Mayor, City of Lakeland  
228 South Massachusetts Ave  
Lakeland, FL 33801-5086

Mayor, City of Mulberry  
PO Box 707  
Mulberry, FL 33860-0707

Mayor, City of Winter Haven  
PO Box 2277  
Winter Haven, FL 33883-2277

Mayor, Town of Dundee  
PO Box 1000  
Dundee, FL 33838-1000

Mayor, Town of Hillcrest Heights  
151 Scenic Highway North  
PO Box 129  
Babson Park, FL 33827-0127

Mayor, Town of Lake Hamilton  
PO Box 126  
Lake Hamilton, FL 33851-0126

Mayor, Town of Polk City  
PO Box 1139  
Polk City, FL 33868-1139

Mayor, Village of Highland Park  
1337 North Highand Park  
Lake Wales, FL 33853-7422

South Florida Water  
Management District  
PO Box 24680  
West Palm Beach, FL  
33416-4680

Southwest Florida Water  
Management District  
2379 Broad Street  
Brooksville, FL 34609-6899

State of Florida Public Council  
C/O The House of Representatives  
The Capital  
Tallahassee, FL 32399-1300

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

- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

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

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

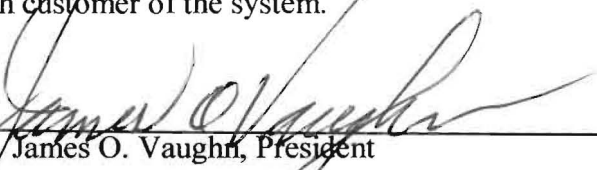
**Tevalo, Inc.**  
P.O. Box 2898  
Winter Haven, FL 33883-2898  
(863) 29-2577  
Fax (863) 293-2827

Exhibit "M"

**AFFIDAVIT**

I James O. Vaughn, President (applicant) do solemnly swear or affirm that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail to each customer of the system.

By:

  
James O. Vaughn, President

Subscribed and Sworn to before me this 31<sup>st</sup> day of August, 2000 by  
James O. Vaughn who is personally known to me.

  
Notary Public's Signature



Kimberly A. Gossett  
MY COMMISSION # CC903234 EXPIRES  
January 18, 2004  
BONDED THRU TROY FAJN INSURANCE, INC.

Kimberly A. Gossett  
Printed Name of Notary Public

My Commission Expires: 1/18/2004

|

**APPLICATION FOR ORIGINAL CERTIFICATE**  
**(FOR A UTILITY IN EXISTENCE AND CHARGING RATES)**

**(Section 367.045, Florida Statutes)**

**LEGAL NOTICE**

Notice is hereby given on 9/31/00, pursuant to Section 367.045, Florida Statutes, of the application of Tevalo, Inc. – Mcleod Water Company to operate a water and/or wastewater utility to provide service to the following described territory in Polk County, Florida as follows:

Mcleod Gardens

The South 891 feet of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  Section 13, Township 29 South, Range 25 East, Polk County, Florida, LESS the South 40 feet thereof for Bomber Road. Said Parcel of land contains 25.963 acres more or less.

The North  $\frac{1}{2}$  of United States Government Lot 4 (otherwise known as NW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ ) of Section 18, Township 29 South, Range 26 East, Polk County, Florida, LESS the South 40 feet thereof for Bomber Road.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Tevalo Inc.  
Mcleod Gardens Water  
P.O. Box 2898  
Winter Haven, FL 33883-2898

Tevalo, Inc.  
PO Box 2898  
Winter Haven, FL 33883-2898

List of Customers Receiving Notice List

B. Bardwell  
118 Weeping Willow Road  
Winter Haven, FL 33880

R. Brown  
100 Weeping Willow Road  
Winter Haven, FL 33880

A Cagle  
116 Weeping Willow Road  
Winter Haven, FL 33880

B Carol  
214 Lily Pad Lane  
Winter Haven, FL 33880

J Clark  
122 Weeping Willow Road  
Winter Haven, FL 33880

Clayton/Burchfield  
133 Weeping Willow Road  
Winter Haven, FL 33880

C Davis  
209 Lily Pad Land  
Winter Haven, FL 33880

E Davis  
119 Weeping Willow Road  
Winter Haven, FL 33880

D Everley  
109 Weeping Willow Road  
Winter Haven, FL 33880

J Gayton  
216 Lily Pad Lane  
Winter Haven, FL 33880

Gelpi/Jessica Suazo  
121 Weeping Willow Road  
Winter Haven, FL 33880

Gonzalez/Corona  
113 Weeping Willow Road  
Winter Haven, FL 33880

J Hall  
125 Weeping Willow Road  
Winter Haven, FL 33880

A Hayes  
207 Lily Pad Lane  
Winter Haven, FL 33880

Hines  
106 Weeping Willow Road  
Winter Haven, FL 33880

T Johnson  
205 Lily Pad Lane  
Winter Haven, FL 33880

Kehoe  
128 Weeping Willow Road  
Winter Haven, FL 33880

S Kennedy  
110 Weeping Willow Road  
Winter Haven, FL 33880

M. Bolanos  
217 Lily Pad Lane  
Winter Haven, FL 33880

S. Knight  
130 Weeping Willow Road  
Winter Haven, FL 33880

C Markland  
215 Weeping Willow Road  
Winter Haven, FL 33880

B Mathis  
211 Lily Pad Lane  
Winter Haven, FL 33880

C McCullough  
112 Weeping Willow Road  
Winter Haven, FL 33880

K Melvin  
123 Weeping Willow Road  
Winter Haven, FL 33880

H Moya  
115 Weeping Willow Road  
Winter Haven, FL 33880

F Najac  
206 Lily Pad Lane  
Winter Haven, FL 33880

Post/James  
114 Weeping Willow Road  
Winter Haven, FL 33880

J Rosser  
213 Lily Pad Lane  
Winter Haven, FL 33880

D Sanders Sr.  
134 Weeping Willow Road  
Winter Haven, FL 33880

Schmidt  
120 Weeping Willow Road  
Winter Haven, FL 33880

T Shorette  
117 Weeping Willow Road  
Winter Haven, FL 33880

D Sparks  
111 Weeping Willow Road  
Winter Haven, FL 33880

D Spires  
129 Weeping Willow Road  
Winter Haven, FL 33880

R Stalvey  
124 Weeping Willow Road  
Winter Haven, FL 33880

C Stevens  
104 Weeping Willow Road  
Winter Haven, FL 33880

C Thompson  
136 Weeping Willow Road  
Winter Haven, FL 33880

F Thompson  
102 Weeping Willow Road  
Winter Haven, FL 33880

Turley  
131 Weeping Willow Road  
Winter Haven, FL 33880

L Vargas  
132 Weeping Willow Road  
Winter Haven, FL 33880

Winter  
203 Lily Pad Lane  
Winter Haven, FL 33880

T Wright  
126 Weeping Willow Road  
Winter Haven, FL 33880



**Tevalo, Inc.**  
P.O. Box 2898  
Winter Haven, FL 33883-2898  
(863) 293-2577  
Fax (863) 293-2827

Exhibit "N"

**AFFIDAVIT**

I James O. Vaughn, President (applicant) do solemnly swear or affirm that the notice of actual publication was published once in the Winter Haven Newschief in accordance with Rule 25-30.030, Florida Administrative Code.

By:

  
James O. Vaughn, President

Subscribed and sworn to before me this 23<sup>rd</sup> day of August, 2000 by  
James O. Vaughn who is personally known to me.

  
Notary Public's Signature

Kimberly A. Gossett  
Printed Name of Notary Public



Kimberly A. Gossett  
MY COMMISSION # CC903234 EXPIRES  
January 18, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires: 1/18/2004

AFFIDAVIT OF PUBLICATION

News Chief

Published Daily

STATE OF FLORIDA
COUNTY OF POLK

Before the undersigned personally appeared Mary Tibado who on oath says that she is Business Manager of the News Chief, a newspaper published at Winter Haven, in Polk County, Florida; that the attached copy of advertisement, being a Notice for Application for Original Certificate in the matter of Tevalo, Inc.-McLeod Water Company in the Circuit Court, was published in said newspaper in the issue of September 1, 2000.

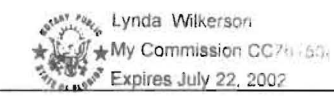
Affiant further says that the News Chief is a newspaper published at Winter Haven, in said Polk County, Florida, and that said newspaper has heretofore been continuously published in said Polk County, Florida, daily, and has been entered as second class matter at the post office in Winter Haven, in said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

Signed [Signature of Mary Tibado]

Sworn to and subscribed before me this 1st day of September A.D. 2000 by Mary Tibado who is personally known to me or who has produced ( ) as identification.

[Signature of Lynda Wilkerson]
Notary Public

My Commission Expires: [Date]



APPLICATION FOR ORIGINAL CERTIFICATE (FOR A UTILITY IN EXISTENCE AND CHARGING RATES)
(Section 367.045, F.S.)
LEGAL NOTICE
Notice is hereby given on 9/31/00, pursuant to Section 367.045, Florida Statutes, of the application of Tevalo, Inc. - McLeod Water Company to operate a water and/or wastewater utility to provide service to the following described territory in Polk County, Florida as follows:
McLeod Gardens
The South 891 feet of the NE 1/4 of the SE 1/4 Section 13, Township 29 South, Range 25 East, Polk County, Florida, LESS the South 40 feet thereof for Bomber Road. Said Parcel of land contains 25.963 acres more or less.
The North 1/2 of United States Government Lot 4 (otherwise known as NW 1/4 of SW 1/4) of Section 18, Township 29 South, Range 26 East, Polk County, Florida, LESS the south 40 feet thereof for Bomber Road.
Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.
Tevalo Inc.
McLeod Gardens Water
P.O. Box 2698
Winter Haven, FL 33883-2898
September 1, 2000

**PART VII   FILING FEE**

Indicate the filing fee enclosed with the application:

\$ 750.00 (for water) and/or \$ N/A (for wastewater).

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

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

**PART VIII AFFIDAVIT**

I James O. Vaughn (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: *James O. Vaughn*  
Applicant's Signature  
James O. Vaughn  
Applicant's Name (Typed)  
President  
Applicant's Title \*

Subscribed and sworn to before me this 31<sup>st</sup> day  
of August, 2000 by James O. Vaughn  
who is personally known to me \_\_\_\_\_ or produced identification  
Personally Known  
Type of Identification Produced



Kimberly A. Gossett  
MY COMMISSION # CC903234 EXPIRES  
January 18, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

*Kimberly A. Gossett*  
Notary Public's Signature  
Kimberly A. Gossett  
Print, Type or Stamp Commissioned  
Name of Notary Public

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

Tevalo, Inc.  
PO Box 2898  
Winter Haven, FL 33883-2898  
863-293-2577  
Fax 863-293-2827

Enclosed, please find the original and five copies of the completed application for a water system. Also enclosed is a check in the amount of \$750.00. Please do not hesitate to contact me at 863-293-2577, if you have any questions.

Thank you,

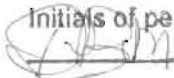


Kimberly A. Gossett  
Tevalo, Inc.

Enc.

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

Initials of person who forwarded check:



Tevalo, Inc.  
PO Box 2898  
Winter Haven, FL 33883-2898  
863-293-2577  
Fax 863-293-2827

Enclosed, please find the original and five copies of the completed application for a water system. Also enclosed is a check in the amount of \$750.00. Please do not hesitate to contact me at 863-293-2577, if you have any questions.


Thank you,



Kimberly A. Gossett  
Tevalo, Inc.

DEPOSIT                      DATE  
D 3 6 0                      SEP 1 3 2000

Enc.

TEVALO, INC. P.O. Box 192 Winter Haven, FL 33882-0192		0911 63-526/631
PAY TO THE ORDER OF	<i>Florida Public Service Commission</i>	<i>September 11 2000</i>
	<i>Seven hundred and 111/100ths</i>	\$ <i>750.00</i>
 SunBank/Mid-Flo Winter Haven Office 595 Cypress Gardens Winter Haven, FL 33909	19.07(1)(z), Florida Statutes: Bank account numbers or debit, charge, or credit card numbers given to an agency for the purpose of payment of any fee or debt owing are confidential and exempt from subsection (1) and s.24(a), Art. 1 of the State Constitution . . .	_____ DOLLARS
FOR	<i>Application</i>	<i>[Signature]</i>