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RECORDS AND REPORTING

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May 18, 2001

VIA HAND DELIVERY

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JOHN L. WHARTON

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: East Central Florida Services, Inc.
Our File No. 27018.03

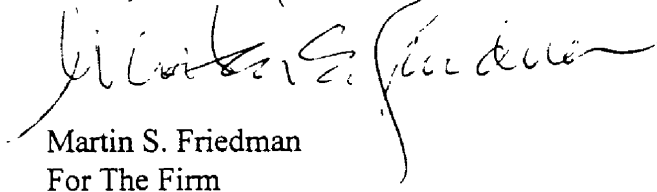
Dear Ms. Bayo:

Pursuant to Rule 25-30.550(1), Florida Administrative Code, enclosed is the original of a Developer Agreement for Raw Water entered into between Reliant Energy Osceola, LLC and East Central Florida Services, Inc. Pursuant to the referenced Rule, we will deem this Developer Agreement approved if we do not receive notice of the Commission's intent to disapprove within thirty (30) days hereof.

This Agreement is for East Central Florida Services, Inc. to provide raw water to Reliant Energy Osceola, LLC for use in Reliant's power generation facility. The Developer Agreement provides for East Central Florida Services to provide 243,200 gallons per day of raw water on an average annual basis. Since East Central Florida Services is providing untreated water, the requirements of Rule 25-30.550(3) regarding treatment plant capacities are inapplicable.

Very Truly Yours,

ROSE, SUNDSTROM & BENTLEY



Martin S. Friedman
For The Firm

APP _____
CAF _____
CMP _____
COM _____
CTR _____
ECR _____
LEG _____
OPC _____
PAI _____
RGO _____
SEC 1
SER _____ MSF/kl
OTH _____ Enclosure

cc: Mr. James B. Payne
Gerald Hartman, P.E.
ECFS\Bayo051701.ltr

DOCUMENT NUMBER-DATE

06265 MAY 18 01

FPSC-RECORDS/REPORTING

**DEVELOPER'S AGREEMENT
FOR
RAW WATER**

THIS DEVELOPER'S AGREEMENT FOR RAW WATER (the "**Agreement**") is made and entered into this 26th day of April, 2001, by and between Reliant Energy Osceola, LLC, a Delaware limited liability company, hereinafter referred to as "Developer", and East Central Florida Services, Inc., a corporation located within the State of Florida, hereinafter referred to as "ECFS." Developer and ECFS may be herein referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Developer owns that certain real property located in Osceola County, Florida, described in Exhibit A attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as "**Property**", and Developer has or is about to develop the Property by erecting thereon, a power generation facility (the "**Facility**"); and

WHEREAS, Developer desires to obtain adequate, reliable, raw water service (the "**Service**" as further defined herein) for the Facility in the quantities required for the operation of the Facility.

WHEREAS, ECFS is a public utility that owns and operates water distribution facilities in Osceola County, Florida;

WHEREAS, Developer desires to obtain the Service from ECFS;

WHEREAS, as an inducement for ECFS to provide such Service to Developer, Developer and ECFS propose for Developer to (a) refurbish two wells (ECFS Wells numbered 048-19B and 049-19C) that are currently owned and operated by ECFS (the "**Wells**") so that they are capable of providing such Service to Developer in accordance with this Agreement, and (b) design, develop, construct, start-up and test certain raw water distribution facilities (as further described herein and on Exhibit B, (the "**New Facilities**") that will be connected to the Wells and through which ECFS will provide such Service. A portion of the New Facilities shall be constructed within the service area of ECFS (the "**ECFS Facilities**") and shall be conveyed to ECFS upon completion of construction, inspection, testing, and acceptance by ECFS and a portion of the New Facilities shall be constructed outside of the service area of ECFS (the "**Developer Facilities**") and shall remain the property of Developer, subject to the right of ECFS to acquire the Developer Facilities at the election of ECFS as more particularly set forth herein.

DOCUMENT NUMBER-DATE

06265 MAY 18 06

FPSC-RECORDS/REPORTING

WHEREAS, upon completion of the refurbishment of the Wells and the testing of such New Facilities, the Parties propose to have the Developer dedicate the ECFS Facilities to ECFS in accordance with this Agreement; and

WHEREAS, upon completion of said dedication, ECFS shall provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable Florida Public Service Commission Tariff sheets 19.0 through 32.0 attached hereto as Exhibit C, the Service to the Developer and the Facility; and

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Developer and ECFS hereby covenant and agree as follows:

1. The foregoing statements are true and correct and incorporated herein by reference.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement:
 - (a) **"Service"** - The furnishing by ECFS of raw water service to the Facility. This Service is for an annual average of 243,200 gpd and a maximum daily use of 729,600 gpd.
 - (b) **"Point of Delivery or Collection"** - The point where the Meters (defined below) are connected with the Developer Facilities. The point of delivery shall be at that point shown on Exhibit B which is within that territory described in the tariff of ECFS (the **"Tariff"**);
 - (c) **"Contribution-In-Aid-of-Construction or Contribution"** - The sum of money, and/or property, represented by the value of the ECFS Facilities and the refurbished Wells, which Developer covenants and agrees to contribute, pay, and provide to or on behalf of ECFS, as a Contribution-In-Aid-of-Construction, to induce ECFS to provide the Service.
3. Upon the accomplishment of the applicable prerequisites contained in this Agreement, ECFS covenants and agrees that it will allow the connection of the ECFS Facilities to the Developer Facilities in accordance with the terms of this Agreement. ECFS agrees that, upon completion, testing and acceptance of the ECFS Facilities by ECFS and the completion and testing of the Developer Facilities by the Developer and the connection of the ECFS Facilities to the Developer Facilities, subject to the provisions of Section 13, below, ECFS will provide, at its cost and expense, but in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, as the same may be modified or adjusted from time to time, Service to the Point of Delivery in a manner to conform with all requirements of all governmental agencies having jurisdiction over the raw water supply of ECFS. Developer covenants and agrees that ECFS will be the exclusive supplier of Service to the Facility. Provided, in the event that ECFS does not provide Service, the Developer

shall be permitted to use alternative water systems or sources on a temporary basis until ECFS continues to provide Service.

4. To induce ECFS to provide the Developer and the Facility with Service (as stated above) Developer hereby covenants and agrees to pay for the construction and to transfer ownership and control of the ECFS Facilities to ECFS as a Contribution-In-Aid-of-Construction.

Developer shall prepare engineering plans and specifications of the type and in the form as reasonably prescribed by ECFS, showing the New Facilities proposed to be installed to provide Service to the Facility. All such plans and specifications shall be submitted to ECFS. After approval, Developer shall cause to be constructed, at Developer's expense, the New Facilities as shown on all plans and specifications. All of Developer's or its representatives' entries upon property owned by Farmland Reserve, Inc., a Utah nonprofit corporation ("**FRI**") shall be governed by an Entry Permit between Developer and FRI as approved by ECFS, FRI and their counsel. The New Facilities shall be designed to provide the Service to the Facility and for integration into the ECFS system.

During the construction of the New Facilities by Developer, ECFS may, but shall not be obligated to, inspect such installation to determine compliance with the plans and specifications, and adequacy of the quality of the installation. Developer shall perform standard tests for pressure and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to ECFS upon completion of construction which shall become the property of ECFS. The Developer's engineer shall certify completion of construction in accordance with the plans and specifications.

The Inspection and Plan Review Fees, as identified in Article 14, Special Conditions, will be levied by ECFS upon Developer to cover the cost of plan review and inspection. Developer shall also be required to pay for water meters and meter installation (the "**Meters**") of sufficient capacity for the Service.

Developer shall transfer to ECFS, title to ECFS Facilities installed by Developer's contractor, pursuant to the provisions of this Agreement. Developer shall also transfer title to and possession of all plans, drawings, permits, warranties, etc. and all documents evidencing these. As further evidence of said transfer of title, and upon the completion of the installation and prior to the rendering of Service by ECFS, Developer shall convey to ECFS the ECFS Facilities as constructed by Developer and approved by ECFS, by bill of sale, with warranties of ownership of the ECFS Facilities and other property and that the ECFS Facilities and other property are not subject to liens or encumbrances (the "**Bill of Sale**") in form reasonably satisfactory to counsel for the parties hereto. ECFS agrees to assume all necessary maintenance and repair of the ECFS Facilities upon acceptance thereof. The foregoing to the contrary notwithstanding, ECFS shall have no obligation to accept the ECFS Facilities unless

they are constructed in accordance with all plans and specifications and comply with all specifications of ECFS and Developer after completion of all testing. Unless subsequently assumed by ECFS, the responsibility for the maintenance, renewal, replacement, and relocation (if required) of the Developer Facilities shall be the Developer's. Upon acceptance of the ECFS Facilities by ECFS, the responsibility for the continuous repair, replacement, operation and maintenance of the ECFS Facilities shall be assumed by ECFS, subject to Developer's payment of expenses for increased reliability pursuant to Section 14. J. hereof.

Except for warranties of title, that there are no liens or encumbrances against the ECFS Facilities, and the covenants, warranties, and representations contained herein, Developer shall not make any representations or warranties to ECFS on any of the ECFS Facilities, the Wells or the Meters. The Developer shall obtain warranties relating to design and construction of the ECFS Facilities from all of its consultants, engineers, and contractors which shall be for at least a one year period from the date of final completion and acceptance by ECFS. The foregoing to the contrary notwithstanding, in the event that said contractor, engineer or consultant fails to make any such repair, maintenance, etc. during said one year period, Developer shall, at its sole expense, make all such repairs and replacements necessary or as may be required. Developer shall warrant good title to the ECFS Facilities and that the same are free of liens and encumbrances. Developer shall obtain easements through and across all private property and permits respecting all public property for the construction, continuing maintenance, and repair of all New Facilities in a form reasonably satisfactory to ECFS and its counsel. All such easements and permits must be assignable to ECFS without the consent of the person granting the easement or issuing the permit.

The Contribution does not and will not result in ECFS waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever thereby. ECFS shall not be obligated for any reason whatsoever nor shall ECFS pay any interest or rate of interest upon nor grant any credit for the Contribution. Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the ECFS Facilities or to any of the raw water facilities and properties of ECFS, and all prohibitions applicable to Developer with respect to no refund of contributions, no interest payment on or credit for said contributions and otherwise, are applicable to all persons or entities. Any user or consumer of raw water services shall not be entitled to offset any bill or bills rendered by ECFS for such service or services against the Contribution. Developer shall not be entitled to offset the Contribution against any claim or claims of ECFS.

5. Developer agrees with ECFS that upon acceptance thereof, all of the ECFS Facilities shall at all times remain in the complete and exclusive ownership of ECFS and that with respect to the Developer Facilities any entity, other than Developer, owning any part of the Property or any property upon which the Developer Facilities are located, or any

residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to the Developer Facilities, or any part of them, for any purpose including, without limitation, the furnishing of water service to any person or entity except Developer. The Developer must show to the satisfaction of ECFS's counsel that all release of liens from contractors and subcontractors be provided to ECFS and that copies of all invoices for the construction be provided to ECFS. In the event that ECFS, in its sole discretion elects to expand its certificated area, move the Meters from their location as constructed, or acquire the Developer Facilities or any part thereof, ECFS shall give Developer or Developer's successor-in-interest thirty (30) days written notice of its intention to do so and Developer shall convey said Developer Facilities and take all other steps necessary including, without limitation, the granting of easements across its property, the assignment of permits and easements, execution of documents conveying title to the Developer Facilities to ECFS, and cooperating with ECFS in any proceedings to expand ECFS's service area to include the Property, all at no cost or expense to ECFS. However, upon acquisition of all or part of the Developer Facilities by ECFS, ECFS shall assume all obligations to maintain and repair all of said Developer Facilities acquired by ECFS.

6. ECFS may establish, revise, modify and enforce rules, regulations and rates covering the provision of Service to the Facility. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under this Agreement. Rates charged to Developer shall be identical to rates charged for the same classification of service in the particular service area. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon Developer, upon any other entity holding by, through or under Developer; and upon any consumer of the Service provided to the Facility by ECFS. Nothing contained herein shall prevent ECFS from seeking rate increases or other modifications in its rate structure, rules or regulations, from the Florida Public Service Commission.
7. Developer, or any owner of any parcel of the Property, or any occupant of any residences or building located thereon, shall not have the right to and shall not connect any potable consumer installation or other installation to the raw water facilities of ECFS unless approval for such connection has been granted in writing by ECFS, which approval may be withheld in ECFS's sole discretion.
8. This Agreement shall be binding upon and shall inure to the benefit of Developer, ECFS and their respective assigns and successors by merger, consolidation or conveyance. Except to any successor-in-interest to the Developer, this Agreement shall not be sold, conveyed, assigned or otherwise disposed of by Developer without the written consent of ECFS first having been obtained. ECFS agrees not to unreasonably withhold or delay such consent.
9. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by facsimile, messenger, or by mail to: Reliant Energy Osceola, LLC, Business Development Wholesale Group, P.O. Box 296,

Houston, Texas 77001-0296, Attention: Mr. Michael Sparks, and if to ECFS, shall be mailed or delivered to: East Central Florida Services, Inc., 13754 Deseret Lane, Saint Cloud, Florida 34773, Attention: Mr. James Payne.

10. The rights, privileges, obligations and covenants of Developer and ECFS shall survive the completion of the work of Developer with respect to completing the New Facilities and ECFS providing Service to the Facility.
11. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and ECFS, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and ECFS. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alteration, variations or waivers are expressed in writing and duly signed by both Parties. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances and it shall be and become effective immediately upon execution by both parties hereto. In the event that ECFS or Developer is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover all costs and expenses incurred, including, without limitation, reasonable attorney's fees and costs, including such fees and costs incurred on appeal or in bankruptcy court.
12. In the event that the performance of this Agreement by ECFS and/or Developer is prevented or interrupted as a result of any cause beyond the reasonable control of, and not as a result of the fault or negligence of the affected party, including but not limited to Acts of God or of the public enemy, national emergency, allocation or of other governmental restriction upon the use or availability of labor or materials, rationing, civil insurrection, riot, embargo, flood, drought, depletion of underground water, tidal wave, fire, explosion, bomb detonation, nuclear fallout, wind storm, hurricane, earthquake, or other casualty or disaster or catastrophe, failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order or decree of judgment or restraining order or injunction of any court, said party shall not be liable for such nonperformance. However, the Parties shall attempt to mitigate the effect(s) of any such occurrence, to the extent reasonable under the circumstances.
13. ECFS shall have a good faith obligation to use reasonably diligent efforts to deliver the Service to the Point of Delivery. Except for the foregoing, ECFS shall not be liable to Developer or any other person in any respect for failure to deliver the Service to Developer according to Developer's needs or schedules. Additionally, ECFS shall not be liable to construct any new facilities or drill any additional wells. This Agreement constitutes a promise of good faith and not a guaranty of delivery of the Service.

Further, ECFS makes no warranty or representation whatsoever regarding the quality of the raw water to be delivered or regarding its fitness for Developer's intended use.

14. SPECIAL CONDITIONS

The following Special Conditions are mutually agreed between Developer and ECFS:

- A. The New Facilities will consist of two (2) existing 12-inch diameter wells located in the southwest area of ECFS, approximately 28,000 linear feet of 10-inch water main, and will be designed to supply approximately 760 gallons per minute. The two (2) existing 12-inch diameter wells require complete refurbishment, including new well pumps and motors, electrical services, control panels and radio telemetry units.
- B. Developer shall pay for all costs associated with professional engineering services for surveying, design, permitting, bidding and construction services. The Developer's professional engineering consultant shall be reasonably approved by ECFS.
- C. Developer shall pay for all permitting costs including, but not limited to, modifications to the existing Consumptive Use Permit issued by the Saint Johns River Water Management District, Osceola County and Florida Department of Transportation Right-of-Way Utilization Permits, Environmental Resource Permitting for Wetland Impacts, and Osceola County Building Permits.
- D. Developer shall pay for all costs associated with water use permit and/or service area amendments required by the Florida Public Services Commission.
- E. Developer shall pay all capital, operation and maintenance, and other charges of ECFS associated with Service pursuant to the raw water service tariff detailed in Exhibit C.
- F. Developer shall pay all costs for Osceola County Special Water District No. 1 reviews.
- G. ECFS will undertake responsibility for operations, maintenance, renewals and replacements, and other related utility costs of the ECFS Facilities.
- H. Developer shall pay for all additional water quality studies and/or testing, sampling or other studies required for analysis of the water supply.
- I. Pursuant to Exhibit B all forms shall be adhered to and in summary, the fees and costs (which are subject to change as approved by the FPSC) are as follows:
 - (1) Base Facility Charge - \$2,154.56/month

- (2) Gallonage Charge per 1,000 gallons - \$0.1726
- (3) Meter Test Deposit - Actual Cost
- (4) Initial Connection Fee - \$15.00
- (5) Service Availability Charge - \$52,114.29
243,200 gpd _ 350 gpd/ERC = 694.9 ERC's x \$75/ERC)
- (6) Inspection Fee - Actual Cost
- (7) Plan Review Fee - Actual Cost

J. Developer requires a higher reliability than the ECFS raw water customers and hereby agrees to deposit \$100,000 into an interest bearing account in accordance with the tariff dedicated to paying all costs and expenses necessary to effect repairs or modifications to the ECFS Facilities after acceptance by ECFS which are necessary to improve the reliability of the ECFS Facilities (if repairs or alterations become necessary or costs are incurred and are reasonably approved by Developer) for the sole benefit of Developer. Notwithstanding the foregoing, Developer may provide ECFS with a mutually acceptable letter of credit in the principal amount of \$100,000 in full satisfaction of Developer's obligations under this paragraph J. If Developer ceases to be a customer of ECFS then this account with the remaining principal and interest accrued thereto (or, if applicable, the letter of credit) shall be returned to the Developer within 15-days of the request. ECFS and Developer agree that any expenditures of funds relating to said repairs and alterations shall be at Developer's sole expense and shall not affect any other charges due ECFS.

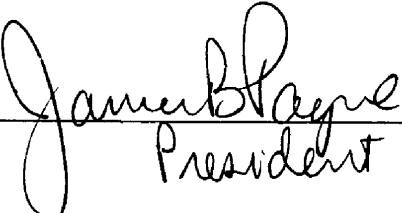
K. ECFS shall have the right at all times after construction of the ECFS Facilities to allow other customers to connect to the ECFS Facilities as long as such connections do not materially, adversely affect the Service to Developer.

IN WITNESS WHEREOF, Developer and ECFS has executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

EAST CENTRAL FLORIDA SERVICES, INC.,
a Florida corporation

By: 
Vice President

By: 
President

NOTARY CERTIFICATE
STATE OF FLORIDA
COUNTY OF Osceola

I HEREBY CERTIFY that on this 2nd day of May 2001, before me personally appeared James B. Payne, and Frank K. Judd, respectfully of East Central Florida Service, Inc., to me known to be the persons who signed the foregoing instrument, as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation, and such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the Day and Year last aforesaid.

Doris Smith
Notary Public - State of Florida

My Commission Expires:

DORIS SMITH
Notary Public, State of Florida
My comm. exp. Jan. 24, 2005
Comm. No. CC 989950

WITNESS:

J. Michael Sparks
J. Michael Sparks

RELIANT ENERGY OSCEOLA, LLC:

J. Douglas Divine
J. Douglas Divine
Senior Vice President

DG&L

NOTARY CERTIFICATE
STATE OF TEXAS
COUNTY OF Harris

I HEREBY CERTIFY that on this 26th day of April 2001, before me personally appeared J. Douglas Divine, Sr. Vice President, and _____, respectfully of Reliant Energy Osceola, LLC, to me known to be the persons who signed the foregoing instrument, as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation, and such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the Day and Year last aforesaid.

Monica J. Huseby
Notary Public - State of Texas

My Commission Expires:



EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A

RELIANT ENERGY PARCEL

A portion of Section 14, 15, 22 and 23, Township 27 South, Range 32 East, more particularly described as follows: COMMENCE at the East one-quarter corner (E ¼) of said Section 15; Thence South 00°06'10" East along the East line of the Southeast one-quarter of said Section 15 a distance of 1,340.93 feet; thence South 89°47'48" East, 544.72 feet to the Point of Beginning; thence South 00°02'20" West, 3,972.80 feet to the South boundary of the Northwest one-quarter of said Section 23; thence South 89°43'34" West along said line 529.93 feet to the East one-quarter (E ¼) corner of said Section 22; thence North 89°54'12" West, along the South boundary of the Northeast one-quarter of said Section 22, a distance of 3,670.09 feet; thence North 00°02'30" East, 3,984.19 feet; thence South 89°47'48" East, 1,014.36 feet; thence North 00°04'17" West, 997.19 feet; thence South 87°50'35" East, 2,219.10 feet; thence South 02°09'25" West, 912.06 feet; thence South 89°47'48" East, 1,004.06 feet to the Point of Beginning. Said lands lying in Osceola County, Florida containing 432.21 Acres.

EXHIBIT B
DESCRIPTION OF NEW FACILITIES
AND
SCHEMATIC OF RAW WATER IMPROVEMENTS

EXHIBIT B

Reliant Energy Osceola, LLC Power Generation Facility Water Transmission System and Well Refurbishment

Based on the feasibility study completed by HAI, it was determined that the existing wells in the southwest area of ECFS can be utilized to provide the raw water needed for the proposed facility. The proposed water transmission system will consist of refurbishing equipping, and modifying two (2) existing 12-inch diameter wells located in the southwest area of ECFS, approximately 28,000 feet of 10-inch water main, and designed to supply approximately 760 gallons per minute (gpm) at approximately 50 pounds per square inch (psi) at the power generation facility site. In addition, a 6-inch service line and approximately 5,000-gallon high density polyethylene storage tank will be provided at the existing fire station.

The existing wells will require video and geophysical logging, and pump testing to determine their condition and capacity. Based on the well logging and testing, it will be determined which wells will be utilized for the proposed system. Each of the wells will require complete refurbishment, including new well pump and motor, electrical service, control panel and radio telemetry unit. The well pump system will be designed for remote monitoring and control via the radio telemetry system and local control. The remote control system will allow the wells to be operated manually (on/off control) and the local control system will allow the well system to operate based on high and low pressure set points or operate manually (on/off control). To maintain pressure in the water transmission system and allow the wells to operate based on pressure set points, a pressure sustaining valve will be installed in the water main at the power generation facility. This valve can be controlled based on storage tank water levels or controlled manually. The proposed water main will be constructed of polyvinyl chloride (PVC) pipe and will be routed along the existing ECFS power line road, U.S. 192 and in the Reliant Energy easement between U.S. 192 and the facility site, as recommended in the feasibility study. Please see the attached Figure - Exhibit "B".

s:\water\95-485_07maina.dwg (11/17/2006 12:00 am)



LEGEND

- - Meter Location
- - Water Main
- - - - Potential Water Main
- - Existing Well

N

3000 0 3000 Feet

HARTMAN & ASSOCIATES, INC.
 engineers, geoscientists, surveyors & management consultants
 201 EAST PINE STREET, SUITE 1000, ORLANDO, FL 32801
 TELEPHONE: 407.249.8800 FAX: 407.539.3700

**RELIANT ENERGY OSCEOLA, L.L.C. POWER GENERATION FACILITY
 PROPOSED WATER MAIN ROUTE**

**EXHIBIT
 B**

EXHIBIT C

**WATER TARIFF PAGES
(19 through 32)**

RAW WATER SERVICE

RATE SCHEDULE RWS

AVAILABILITY - Available for all requests for bulk raw water purchased for treatment and resale.

APPLICABILITY - Available for all requests for bulk raw water purchased for treatment and resale.

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

BILLING PERIOD - Monthly

RATE -

Base Facility Charge: \$2,154.56

Gallonge Charge per 1,000 Gallons Used: \$0.1726

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

EFFECTIVE DATE - October 30, 2000

TYPE OF FILING - 2000 Price Index

James B. Pavne
ISSUING OFFICER
President
TITLE

SCHEDULE OF CUSTOMER DEPOSITS

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

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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

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

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The Company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billings available.

(Continued to Sheet No. 20.1)

EFFECTIVE DATE - 05/15/92

John King
 ISSUING OFFICER

TYPE OF FILING - Original

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customer's account during the month of N/A each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon retaining such deposit.

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

EFFECTIVE DATE - 05/15/92

John King
ISSUING OFFICER

TYPE OF FILING - Original Certificate

President
TITLE

SCHEDULE OF METER TEST DEPOSITS

METER BENCH TEST REQUEST - If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the following schedule of fees and shall be in accordance with 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 - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code, the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25-30.265, Florida Administrative Code.

EFFECTIVE DATE - 05/15/92

John King
ISSUING OFFICER

TYPE OF FILING - Original Certificate

President
TITLE

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 would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location, or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

| | |
|--|----------|
| Initial Connection Fee | \$ 15.00 |
| Normal Reconnection Fee | \$ 15.00 |
| Violation Reconnection Fee | \$ 15.00 |
| Premises Visit (in lieu of disconnection) | \$ 10.00 |

EFFECTIVE DATE - 05/15/92

John King
ISSUING OFFICER

TYPE OF FILING - Original Certificate

President
TITLE

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

| <u>DESCRIPTION</u> | <u>AMOUNT</u> | <u>REFER TO SERVICE AVAIL. POLICY SHEET NO/RULE NO</u> |
|---|-----------------|--|
| <u>Residential and General Service</u> Per Equivalent Residential Connection | \$ 1,100 | |
| <u>Agricultural Service</u> | | |
| <u>Flowing Wells</u> | | |
| 4" | | |
| 6" | \$ 2,250 | |
| 8" | 5,500 | |
| <u>Pumped Wells</u> | 7,500 | |
| 4" | | |
| 6" | \$ 9,000 | |
| 8" | 11,400 | |
| 10" | 14,625 | |
| 12" | 18,750 | |
| | 22,800 | |
| <u>Surface Water Supply</u> 75% of cost of pumping facilities plus site improvements | | |
| <u>Raw Water Service</u> Per Equivalent Residential Connection (ERC defined as 350 gallons per day) | \$ 75 | |
| <u>Inspection Fee</u> | Actual Cost [1] | |
| <u>Plan Review Charge</u> | Actual Cost [1] | |

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE - 05/15/92

John King
ISSUING OFFICER

TYPE OF FILING - Original

INDEX OF STANDARD FORMS

Sheet Number

| | |
|--|------|
| APPLICATION FOR METER INSTALLATION | 27.0 |
| APPLICATION FOR WATER SERVICE | 26.0 |
| COPY OF CUSTOMER'S BILL | 28.0 |
| CUSTOMER'S GUARANTEE DEPOSIT RECEIPT | 25.0 |
| HELD FOR FUTURE USE | 29.0 |

EFFECTIVE DATE -

John King
ISSUING OFFICER

TYPE OF FILING - Original

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

EAST CENTRAL FLORIDA SERVICES INC.
1700 13th St., Suite 1
St. Cloud, FL 34769

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

DATE _____ ACCT. NO. _____

NAME: _____ TELEPHONE: _____

MAILING ADDRESS: _____

SERVICE ADDRESS: _____

TYPE OF SERVICE _____

DEPOSIT AMOUNT \$ _____

RECEIVED BY _____

EFFECTIVE DATE -

John King
ISSUING OFFICER

TYPE OF FILING - Original Certificate

President

APPLICATION FOR WATER SERVICE
EAST CENTRAL FLORIDA SERVICES, INC.
APPLICATION FOR WATER SERVICE

CUSTOMER NAME _____ TELE. _____
MAILING ADDRESS _____
SERVICE ADDRESS _____
DEVELOPMENT _____ LOT _____ BLOCK _____ BLDG. _____ APT. _____

TYPE OF SERVICE:

GS: COMMERCIAL _____ INDUSTRIAL _____ INSTITUTIONAL _____
RS: SINGLE FAMILY _____ MULTI-FAMILY _____
AS: FLOW WELL _____ PUMPED WELL _____ WIND MILL _____
LIVESTOCK _____ SURFACE WATER SUPPLY _____ CITRUS _____
RWS: CITY _____ COUNTY _____ PRIVATE _____ OTHER _____

SIGNATURE OF CUSTOMER OR AUTHORIZED AGENT

DATE

Notices: 1. A check valve will be installed by ECFSI with the water meter. Notify your plumber that this device will not normally allow water from your installation to backflow to the water mains and that an appropriate relief device must be installed by your plumber on your water heater in conformance with the applicable plumbing codes. 2. No connection with any other separate water system (for example, an irrigation system that may also be supplied by your well) or to any container or system containing any liquid or solution will be permitted. A closed valve between such systems does not provide adequate protection and does not meet State requirements. 3. An inspection of your installation and the connection to the meter will be made by ECFSI. Please call 357-6744 to schedule the inspection after the connection has been made by your plumber to the meter. 4. The Utility Company may terminate service for violation of any of its rules and regulations or for violation of any State or County laws, ordinances or regulations governing water service.

FOR UTILITY USE ONLY

SERVICE LINE: EXISTING _____ NEEDED _____ INSTALL. FEE _____
ROAD CROSSING REQUIRED? _____ WIDTH _____ ROAD CROSS FEE _____
WATER METER: EXISTING _____ NEEDED _____
METER SITE REQUESTED _____ INSTALL FEE: _____
NO. RESIDENTIAL UNITS THIS METER OR
G.P.D. FLOW DEMAND FOR OTHER _____
CAPACITY FEES: PREPAID? _____ CAPACITY FEE: _____
AMOUNT PREPAID _____ ADDITIONAL
CAPACITY FEE: _____
NEW ACCOUNT FEE: _____
OTHER FEES? _____ OTHER FEES: _____

RECEIVED BY: _____
DATE RECEIVED _____ CHECK NO. _____

TOTAL FEES: _____

EFFECTIVE DATE -

John King
ISSUING OFFICER

TYPE OF FILING - Original Certificate

President

APPLICATION FOR METER INSTALLATION

EAST CENTRAL FLORIDA SERVICES, INC.

METER INSTALLATION WORK ORDER

| | | | |
|----------------------|--------------------------|-----------------|---------------------|
| Assigned To _____ | | Date _____ | WORK ORDER |
| _____ | Time _____ | Completed _____ | RECORDS |
| Address _____ | Size Meter _____ | Acct. No. _____ | METER BK |
| Owner _____ | Acct. No. _____ | Meter No. _____ | ADD CD |
| _____ | _____ | _____ | PLATE |
| _____ | _____ | _____ | LEDGER |
| _____ | _____ | _____ | PSC |
| _____ | _____ | _____ | WORK |
| _____ | _____ | _____ | TURN ON |
| _____ | _____ | _____ | TURN OFF |
| _____ | _____ | _____ | MTR. RDG. |
| _____ | _____ | _____ | NEW CONN |
| _____ | _____ | _____ | LEAK |
| _____ | _____ | _____ | METER TEST |
| _____ | _____ | _____ | Beg. Rdg. _____ |
| _____ | _____ | _____ | End Rdg. _____ |
| _____ | _____ | _____ | % of Accur. (+) (-) |
| BASE ORDER _____ | \$ Ck Cs Collected _____ | METER CHANGE | |
| EST ACCOUNT \$ _____ | Mtr. Rdg. _____ | OLD | NEW |
| EST ACCOUNT \$ _____ | Mtr. No. _____ | | |
| _____ | | | |

EFFECTIVE DATE -

John King
 ISSUING OFFICER

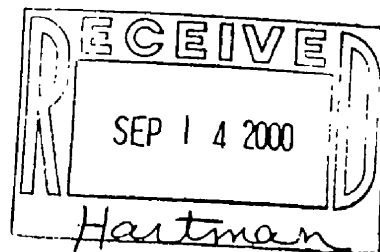
TYPE OF FILING - Original Certificate

President

COPY OF CUSTOMER'S BILL

East Central Florida Services, Inc
1700 13th Street Suite 2
St. Cloud, Florida

Bill To:



| | | |
|-----------------------|-----------------------|---------------------------|
| <i>Account #:</i> | <i>Service from:</i> | |
| | <i>Days:</i> | |
| <i>Customer Name:</i> | | |
| <i>May reading:</i> | <i>April reading:</i> | <i>May Consumption:</i> |
| | | <i>Previous Balance:</i> |
| | | <i>Base Facility</i> |
| | | <i>Total Balance Due:</i> |
| <i>Billing Date:</i> | <i>Date Due:</i> | |

Account #: Billing Date: Date Due: Please Pay This Amount

*Bill To: Remit To: East Central Florida Services
13754 Deseret Lane
St. Cloud, FL 34773*

EFFECTIVE DATE - September 1, 2000

TYPE OF FILING - Amended Tariff

James B. Payne
ISSUING OFFICER
President

EAST CENTRAL FLORIDA SERVICES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 29.0

HELD FOR FUTURE USE

EFFECTIVE DATE -

John King
ISSUING OFFICER

TYPE OF FILING - Original Certificate

FIRST REVISED SHEET NO. 30.0
CANCELS ORIGINAL SHEET NO. 30.0

NAME OF COMPANY
WATER TARIFF

EAST CENTRAL FLORIDA SERVICES, INC.

INDEX OF SERVICE AVAILABILITY

| | <u>Sheet Number</u> |
|-----------------------------------|---------------------|
| Schedule of Fees and Charges..... | 23.0 |
| Service Availability Policy..... | 31.0 |
| Authority to Gross-up..... | 33.0 |

EFFECTIVE DATE: MARCH 9, 1993

TYPE OF FILING: CIAC (GROSS-UP)

JOHN KING
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY POLICY

The Utility will provide service to any customer within its certificated territory requesting same upon application or execution of a developer agreement and payment of the required meter installation charge (where applicable) and system capacity charges as listed on Sheet No. 23.0 of this tariff, and compliance with such other requirements as may be appropriate under the provisions of the Utility's tariff and the rules or statutes of the Florida Public Service Commission.

The developer or customer will be required as a prerequisite to service to construct and donate to the Utility all on-site facilities, including on-site water lines, services and fire hydrants. Such installations shall comply with the requirements imposed by the Utility.

EFFECTIVE DATE -

John King
ISSUING OFFICER

TYPE OF FILING - Original

TABLE OF DAILY FLOWS

| <u>Types of Building Usages</u> | <u>Estimated Daily Flows of Water</u> |
|--|---------------------------------------|
| Apartments | 250 gpd [1] |
| Bars and Cocktail Lounges | 5 gpcd [2] |
| Boarding Schools (Students and Staff) | 75 gpcd |
| Bowling Alleys (toilet wastes only, per lane). | 100 gpd |
| Country Clubs, per member | 25 gpcd |
| Day Schools (Students and Staff) | 10 gpcd |
| Drive-in Theaters (per car space) | 5 gpd |
| Factories, with showers | 30 gpcd |
| Factories, no showers | 10 gpd/100 sq.ft |
| Hospitals, with laundry | 250 gpd/bed |
| Hospitals, no laundry | 200 gpd/bed |
| Hotels and Motels | 200 gpd/room & unit |
| Laundromat | 225 gpd/washing machine |
| Mobile Home Parks | 300 gpd/trailer |
| Movie Theaters, Auditoriums, Churches (per seat) | 3 gpd |
| Nursing Homes | 150 gpd/100 sq.ft |
| Office Buildings | 10 gpd/100 sq.ft |
| Public Institutions (other than listed herein) | 75 gpcd |
| Restaurants (per seat) | 50 gpcd |
| Single Family Residential | 350 gpd |
| Townhouse Residence | 250 gpd |
| Stadiums, Frontons, Ball Parks, etc. (per seat) | 3 gpd |
| Stores, without kitchen wastes | 5 gpd/100 sq.ft |
| Speculative Buildings | 10 gpd/100 sq.ft |
| Warehouses | 30 gpd plus 10 gpd 1000 sq.ft |

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

EFFECTIVE DATE -

John King
 ISSUING OFFICER

TYPE OF FILING - Original Certificate