

COPY

011651-WW

Information Package to Comply with Rule 25-30.037(3), Florida Administrative Code
FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL
(Pursuant to Section 367.071, Florida Statutes)

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

The undersigned hereby makes application for the transfer of the majority organizational control of Pinecrest Ranches Inc. utility operating under Water Certificate No. 6535079 and/or Wastewater Certificate No. N/A located in Polk County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Pinecrest Ranches, Inc.
Name of utility

(863) 293-2577 (863) 293-2827
Phone No. Fax No.

616 Second Street SW
Office street address

Winter Haven Florida 33880
City State Zip Code

PO Box 2898, Winter Haven, FL 33883-2898
Mailing address if different from street address

N/A
Internet address if applicable

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

Kimberly A. Gossett (863) 293-2577
Name Phone No.

11600 Jim Edwards Road
Street address

Haines City Florida 33844
City State Zip Code

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

Water Supply, Inc.
Name of utility

(863) 709-8549 (863) 709-8549
Phone No. Fax No.

1818 Pinnacle Drive
Office street address

Lakeland Florida 33813
City State Zip Code

Mailing address if different from street address

N/A
Internet address if applicable

D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

Norman Duncan, President 1818 Pinnacle Drive, Lakeland, FL 33813

Richard Little, Sec/Treasurer 6215 Dale Street, Cass City, MI 48726-1005

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PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit A - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

N/A

- C) Exhibit B - A copy of the purchase agreement.

- D) Exhibit C - A statement of how the buyer is financing the purchase.

- E) Exhibit D - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

- F) Exhibit E - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

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

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit F - 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:

Exhibit "A"

Mr. Duncan and his partner, Richard Little, intend to maintain the quality service that has previously been provided to the customers of Pinecrest Ranches, Inc. Mr. Duncan and Mr. Little will fulfill the commitments, obligations and representations of Pinecrest Ranches with regard to utility matters. Please see attached copy of Mr. Duncan's occupational license. Furthermore, Mr. Lee Messer who is contracted to maintain the chemicals and all testing required for Pinecrest Ranches has agreed to continue providing his services after the transfer of ownership. Mr. Messer may be reached at the following address: 217 Kay Street, Auburndale, FL 33823. Mr. Messer's telephone number is (863) 968-0983.

217 MISCELLANEOUS CONTRACTOR

1818 PINNACLE DR
LL - LAKELAND

25.00

NORMAN DUNCAN ENTERPRISES,
INC.
NORMAN DUNCAN
1818 PINNACLE DR
LAKELAND FL 33813

REGISTERED PROFESSIONAL
ENGINEER

25.00

PAID 08/07/01 1202778.0001 25.00

401 MAIN STREET BARTOW FLORIDA 33813

PAID 08/07/01
1202778.0001

FOLK COUNTY OCCUPATION & PROFESSIONAL TAX
STATE OF FLORIDA
ORIGINAL LICENSE
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

221-0000040

02

0-10

221 PIPING CONTRACTOR

1818 PINNACLE DR
LL - LAKELAND

25.00

NORMAN DUNCAN ENTERPRISES INC
NORMAN DUNCAN
1818 PINNACLE DR
LAKELAND FLORIDA 33813

REGISTERED PROFESSIONAL
ENGINEER

25.00

PAID 08/07/01 1202781.0001 25.00

401 MAIN STREET BARTOW FLORIDA 33813

PAID 08/07/01
1202781.0001

POLK COUNTY CONTRACTOR LICENSING
P.O. BOX 726 BARTOW FL 33831 (941) 533-8174
CERTIFICATE OF COMPETENCY
13179, UNDERGROUND UTILITIES, GRANDFATHERE
COUNTY COMP CARD # STATE REGIS. #
DUNCAN, S. NORMAN
1818 PINNACLE DR
LAKELAND, FL 33813-3068
ISSUED EXPIRES

09/30/01

Signature
Contractor

Exhibit "B"

**Purchase Agreement will be late-filed
Will mail by 12/28/01.**

Exhibit "C"

Richard Little intends to finance the purchase of Pinecrest Ranches, Inc.

Exhibit "D"

Richard Little will loan One hundred thousand dollars to Water Supply, Inc. to purchase Pinecrest Ranches, Inc.. Water Supply, Inc. will provide Mr. Little with a mortgage note for the entire amount borrowed.

Exhibit "E"

Statement of reasonable investigation.

December 10, 2001

After reasonable investigation, the system at Pinecrest Ranches, Inc. was found to be in satisfactory condition with the following exception:

4" well casing – concrete damage at deck level due to chlorine overflow.
Approximate cost to repair \$ 3800.⁰⁰.

Pinecrest Ranches' water system appears to be in compliance with all applicable standards set by the DEP.


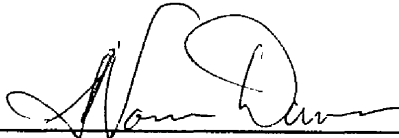

Norman Duncan, President
Water Supply, Inc.

Exhibit "F"

AFFIDAVIT

I Norman Duncan, President (applicant) do solemnly swear or affirm that the notice of actual application was give in accordance with Section 367-045 (1) (a), Florida Statues, 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 is 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: 
Norman Duncan, President

Subscribed and sworn to before me this 11th day of December, 2001 by Norman Duncan who is personally known to me.


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 Expire: 1/18/2004

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
08/08/2001-10/06/2001

10

UTILITY NAME

MANAGER

POLK COUNTY

ANGLERS COVE WEST, LTD (WS817)
P O BOX 5252
LAKE LAND, FL 33807-5252

RAY MOATS
(941) 647-1581

AQUASOURCE UTILITY, INC. (WS819)
% DQE, INC.
400 FAIRWAY DRIVE, SUITE 400
CORADOLIS, PA 15108-3190

RICHARD S. HERSKOVITZ
(412) 393-3662

BIEBER ENTERPRISES, INC. D/B/A BREEZE HILL UTILITIES (WS799)
152 BREEZE HILL
LAKE WALES, FL 33853-7300

TERRY W. HARTIGH
(863) 696-1666

CHC VII, LTD (WS816)
P O BOX 5252
LAKELAND, FL 33807-5252

RAY MOATS
(941) 647-1581

CROOKED LAKE PARK SEWERAGE COMPANY (SL785)
227 CALOOSA LAKE CIRCLE, NORTH
LAKE WALES, FL 33853-8605

KENNETH J. KNOWLTON
(941) 648-3117

CRYSTAL RIVER UTILITIES, INC. (WS772)
% DQE, INC.
400 FAIRWAY DRIVE, SUITE 400
CORADOLIS, PA 15108-3190

RICHARD S. HERSKOVITZ
(412) 393-3662

CYPRESS LAKES UTILITIES, INC (WS800)
200 WEATHERSFIELD AVENUE
ALTA MONTE SPRINGS, FL 32714-4099

DONALD R. SMILSEN
(407) 871-1919

FLORIDA WATER SERVICES CORPORATION (WS765)
P. O. BOX 609520
ORLANDO, FL 32860-9520

FREDERICK W. LEONHARDT
(407) 598-4152

FOUR LAKES GOLF CLUB, LTD. (WS915)
P O BOX 5252
LAKE LAND, FL 33807-252

RAY MOATS
(941) 647-1581

HIDDEN COVE, LTD (WS314)
P. O. BOX 5252
LAKE LAND, FL 33807-5252

RAY MOATS
(941) 647-1581

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
08/08/2001-10/06/2001

10

UTILITY NAME

MANAGER

POLK COUNTY (continued)

KEEN SALES, RENTALS AND UTILITIES, INC. (WU773) 685 DYSON ROAD HAINES CITY, FL 33844-8587	JAMES RAY KEEN (863) 421-5827
LAKE HAVEN UTILITY ASSOCIATES, LTD. D/B/A LAKE WALES UTIL (WS786) P. O. BOX 9076 LAKESHORE, FL 33854-9076	DAVID K. PEARCE (941) 696-1128
MOUNTAIN LAKE CORPORATION (WU791) P. O. BOX 832 LAKE WALES, FL 33859-0832	ROBERT E. MARTIN (863) 675-3454
NEW RIVER RANCH, L C D/B/A RIVER RANCH (WS792) 2535 ENTERPRISE ROAD, SUITE 12A CLEARWATER, FL 33763-1160	ANDREW J. BOLNICK (727) 791-4454
ORCHID SPRINGS DEVELOPMENT CORPORATION (WS789) 710 OVERLOOK DRIVE WINTER HAVEN, FL 33884-1669	CAROL C. RHINEHART (863) 324-3698
PARK WATER COMPANY INC (WU775) 25 FIRST AVENUE, NORTH LAKE WALES, FL 33853-8761	ANTHONY STAIANO (863) 638-1265
SENECREST RANCHES, INC. (WU779) P. O. BOX 2898 WINTER HAVEN, FL 33880-2898	JAMES D. VALGM. (941) 243-2577
PLANTATION LANDINGS, LTD. (WS513) P. O. BOX 5252 LAKELAND, FL 33807-5252	RAY MOATS (941) 47-1591
POINCIANA UTILITIES INC (WU794) 4837 SWIFT ROAD, SUITE 100 JASAROTA, FL 34221-5157	LARRY GOOD (407) 933-5517
S. V. UTILITIES, LTD. (WS912) P. O. BOX 5252 LAKELAND FL 33807-5252	RAY MOATS (941) 647-1581
SPORTS SHINKO UTILITY INC. D/B A GRENELEFE UTILITIES (WS770) 3200 STATE ROAD 546 GRENELEFE, FL 33844 9732	TRAILLES EDGE 85 - 421-5037

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
08/08/2001-10/06/2001

UTILITY NAME

MANAGER

POLK COUNTY (continued)

WEST LAKE LAND WASTEWATER, INC. (SU856)
P. O. BOX 266
EATOR PARK, FL 33840-0266

SUZZANE AVERETT BRITT
(863) 665-1748

9

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
08/08/2001-10/06/2001

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CENTRAL FL. REGIONAL PLANNING COUNCIL
P.O. BOX 2089
BARTOW, FL 33831

CITY MANAGER, CITY OF BARTOW
450 NORTH WILSON
BARTOW, FL 33830-3954

CLERK, BOARD OF COUNTY COMMISSIONERS POLK COUNTY
P. O. BOX 9000, DRAWER CC-1
BARTOW, FL 33831-9000

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32603-3767

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF AUBURNDALE
P O BOX 185
AUBURNDALE, FL 33823-0185

MAYOR, CITY OF DAVENPORT
P O BOX 125
DAVENPORT, FL 33836-0125

MAYOR, CITY OF EAGLE LAKE
P O. BOX 129
EAGLE LAKE, FL 33439-0129

MAYOR, CITY OF FROSTPROOF
P. O. BOX 308
FROSTPROOF, FL 33843 3308

9

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
08/08/2001-10/06/2001

<u>UTILITY NAME</u>	<u>MANAGER</u>
MAYOR, CITY OF FT. MEADE P. O. BOX 856 FT MEADE FL 33841 0856	
MAYOR, CITY OF HAINES CITY P. O. BOX 1567 HAINES CITY, FL 33845-1507	
MAYOR, CITY OF LAKE ALFRED 120 EAST PENELD STREET LAKE ALFRED FL 33850-2136	
MAYOR, CITY OF LAKE WALES P. O. BOX 1320 LAKE WALES, FL 33859-1020	
MAYOR, CITY OF LAKELAND 228 SOUTH MASSACHUSETTS AVENUE LAKELAND, FL 33801-5086	
MAYOR, CITY OF MULBERRY P. O. BOX 707 MULBERRY, FL 33860-0707	
MAYOR, CITY OF WINTER HAVEN P. O. BOX 2277 WINTER HAVEN, FL 33880 2277	
MAYOR, TOWN OF DUNDEE P. O. BOX 1000 DUNDEE, FL 33838-1000	
MAYOR, TOWN OF HILLCREST HEIGHTS 151 SCENIC HIGHWAY N. P. O. BOX 129 DABSON PARK, FL 33827-0127	

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 50 DAYS)
08/08/2001-10/06/2001

UTILITY NAME

MANAGER

MAYOR, TOWN OF LAKE HAMILTON
P. O. BOX 126
LAKE HAMILTON, FL 33661-0126

MAYOR, TOWN OF POLK CITY
P. O. BOX 1139
POLK CITY, FL 33868-1139

MAYOR, VILLAGE OF HIGHLAND PARK
1337 NORTH HIGHLAND PARK
LAKE WALES, FL 33853-7422

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

S.O. FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24580
WEST PALM BEACH, FL 33410-4589

STATE OFFICIALS


STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0550

Exhibit "G"

AFFIDAVIT

I Norman Duncan, President (applicant) do solemnly swear or affirm that the notice of actual application was give in accordance with Rule 25-30.030, Florida Administrative Cody, by regular mail to each customer of the system.

By: 
Norman Duncan, President

Subscribed and Sworn to before me this 11th day of December, 2001 by Norman Duncan who is personally known to me.



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


Notary Public's Signature

Kimberly A. Gossett
Printed Name of Notary Public

My Commission Expires: 1/18/2004

Brenda Abbott
2070 Citrus Highlands Drive W.
Bartow, FL 33830

Brandy Aust
432 Citrus Highlands Dv E.
Bartow, FL 33830

Velina Burke
220 Hankin Road
Bartow, FL 33830

Michael W. Adams
6036 Citrus Highlands Dv. S.
Bartow, FL 33830

Lonetta Bain
260 Citrus Highlands Dv. W.
Bartow, FL 33830

Kenneth Carpenter
PO Box 718
Dundee, FL 33838-0718

Wm. E. Aldridge
320 Citrus Highlands Dv W.
Bartow, FL 33830

Barbara & Dean Berugault
392 Citrus Hgihalnds Dv. E.
Bartow, FL 33830

John Cartwright
322 Citrus Highlands Dv. E.
Bartow, FL 33830

Roy S. Aleman
311 Highlands Way
Bartow, FL 33830

Clifford Boatwright
6066 Citrus Highlands Court
Bartow, FL 33830

Garry L. Carter
360 Hankin Road
Bartow, FL 33830

Monty Allison
324 Highlands Way
Bartow, FL 33830

Pamela Bragg
421 Highlands Way
Bartow, FL 33830

Mary Chambers
6070 Citrus Highlands Dv. N.
Bartow, FL 33830

Jim Allday
245 Citrus Highlands Dv. W.
Bartow, FL 33830

Tommy R. Bragg
375 Citrus Highlands Dv. W.
Bartow, FL 33830

Russell Cochran
6238 Pinetree Drive
Bartow, FL 33830

Averill Armstrong
320 Hankin Road
Bartow, FL 33830

Linda Franklin Branch
342 Citrus Highlands Dv. E.
Bartow, FL 33830

Linda Coty
281 Highlands Way
Bartow, FL 33830

Jeffrey Ashman
6041 Highlands Dv. S.
Bartow, FL 33830

Roger G. Branch
352 Citrus Highlands Dv. E.
Bartow, FL 33830

Robert Crippen
262 Citrus Highlands Dv. E.
Bartow, FL 33830

Felix Atkinson
334 Highlands Way
Bartow, FL 33830

John E. Briggs
292 Citrus Highlands Dv. E.
Bartow, FL 33830

Stephen R. Dansby
6056 Citrus Highlands Dv. S.
Bartow, FL 33830

Geneva Aultmann
348 Citrus Highlands Dv. W.
Bartow, FL 33830

Jon Briley
1181 Tryon Circle
Spring Hill, FL 34606

Ricardo Davila
428 Highlands Way
Bartow, FL 33830

Jacklyn A. Delk
364 Highlands Way
Bartow, FL 33830

Annie L. Delling
6075 Citrus Highlands Dv. N.
Bartow, FL 33830

Kris DeVoss
291 Highlands Way
Bartow, FL 33830

Nicoil Dewdney
412 Citrus Highlands Dv. E.
Bartow, FL 33830

Barbara Douglas
325 Citrus Highlands Dv. W.
Bartow, FL 33830

James Duffey
404 Highlands Way
Bartow, FL 33830

Ralph Dukes
6010 Citrus Highlands Dv. N.
Bartow, FL 33830

Jessica Estrada
261 Highlands Way
Bartow, FL 33830

Gregorio Estrada
435 Citrus Highlands Drive W.
Bartow, FL 33830

Robert Eubanks
283 Citrus Highlands Dv. E.
Bartow, FL 33830

Toby & Rebecca Fately
373 Citrus Highlands Dv. E.
Bartow, FL 33830

Angel Feliciano
420 Hankin Road
Bartow, FL 33830

David Fox
229 Hankin Road
Bartow, FL 33830

Teresa Francisco
412 Highlands Way
Bartow, FL 33830

James Franklin
250 Hankin Road
Bartow, FL 33830

Dennis Freeman
415 Citrus Highlands Dv. W.
Bartow, FL 33830

George
423 Citrus Highlands Dv. E.
Bartow, FL 33830

Dennis Greene
302 Citrus Highlands Dv. E.
Bartow, FL 33830

Guajardo & Flores
6026 Citrus Highlands Dv. S.
Bartow, FL 33830

Jimmy Hall
6035 Citrus Highlands Dv. S.
Bartow, FL 33830

Richard Hammer
345 Citrus Highlands Dv. W.
Bartow, FL 33830

Dale Hankins
Po Box 482
Alturas, FL 33820-0482

Jacob Hanson
332 Citrus Highlands Dv. E.
Bartow, FL 33830

Wesley Harbin
6047 Citrus Highlands Court
Bartow, FL 33830

George Hardiman
385 Citrus Highlands Dv. W.
Bartow, FL 33830

Winifred Harrison
340 Hankin Road
Bartow, FL 33830

Bryan Haynes
330 Citrus Highlands Dv. W.
Bartow, FL 33830

James Healy
6060 Citrus Highland Dv. N.
Bartow, FL 33830

Rex Hoffman
6056 Citrus Highlands Court
Bartow, FL 33830

Wesley Holcomb
393 Citrus Highlands Dv. E.
Bartow, FL 33830

James Horn
290 Citrus Highlands Dv. W.
Bartow, FL 33830

Isabell Howard
5613 Jessie Drive
Bartow, FL 33830

John Humes
312 Citrus Highlands Dv. E.
Bartow, FL 33830

Brian Johnson
6071 Citrus Highland Dv. S.
Bartow, FL 33830

Ingram
252 Citrus Highlands Dv. E.
Bartow, FL 33830

Gabriel Igartua
430 Hankin Road
Bartow, FL 33830

Deborah Johns
363 Citrus Highlands Dv. E.
Bartow, FL 33830

C. Johnson
382 Citrus Highlands Dv. E.
Bartow, FL 33830

Margaret Julius
C/O Patricia Greek
5450 Hwy 60 East
Bartow, FL 33830

James C. Keene Jr.
353 Citrus Highlands Dv. E.
Bartow, FL 33830

Robert E. Keeney
361 Highlands Way
Bartow, FL 33830

Leonard King
5609 Jessie Drive
Bartow, FL 33830

Mary Lankford
372 Citrus Highlands Dv. E.
Bartow, FL 33830

Mary LaPlant
PO Box 675
Bartow, FL 33831-0675

Lockwood/Collins
381 Highlands Way
Bartow, FL 33830

Gaston Lowery
362 Citrus Highlands Dv. E.
Bartow, FL 33830

Ronald Luna
300 Citrus Highland Dv. W.
Bartow, FL 33830

Vivian Maddox
265 Citrus Highlands Dv. W.
Bartow, FL 33830

David Mahurin
280 Citrus Highlands Dv. W.
Bartow, FL 33830

Jerri Martin
240 Hankin Road
Bartow, FL 33830

Limon McDowell
330 Hankin Road
Bartow, FL 33830

Richard Melton
6045 Citrus Highlands Dv. N.
Bartow, FL 33830

Barbara Moats
310 Citrus Highlands Dv. W.
Bartow, FL 33830

Richard Moody
255 Citrus Highlands Dv. W.
Bartow, FL 33830

Gary O'Neal
303 Citrus Highlands Dv. E.
Bartow, FL 33830

Gilbert Orcasitas
260 Hankin Road
Bartow, FL 33830

James Owens
374 Highlands Way
Bartow, FL 33830

William Parker
426 Citrus Highlands Dv. W.
Bartow, FL 33830

Howard Poe Jr.
240 Citrus Highlands Dv. W.
Bartow, FL 33830

Ramirez/Reyes
301 Highlands Way
Bartow, FL 33830



Edwin Rickenbacker
PO Box 1362
Bartow, FL 33831-1362

Carol Rodgers
273 Citrus Highlands Dv. E.
Bartow, FL 33830

Norma Rogan
395 Citrus Highlands Dv. W.
Bartow, FL 33830

Stephanie Sikora
6001 Citrus Highlands Dv. S.
Bartow, FL 33830

Roy & Grambling
6046 Citrus Highlands Court
Bartow, FL 33830

Tammy Ruble
403 Citrus Highlands Dv. E.
Bartow, FL 33830

Russo-Horn
PO Box 945
Bartow, FL 33830

Sherri Parrish Russ
425 Citrus Highlands Dv. W.
Bartow, FL 33830

Simon Salazar
313 Citrus Highlands Dv. E.
Bartow, FL 33830

Karen Satterfield-Slay
PO Box 434
Highlands City, FL 33846-0434

K. Severe
6031 Citrus Highlands Dv. S.
Bartow, FL 33830

Noah Shew Sr.
6020 Citrus Highlands Dv. N.
Bartow, FL 33830

Danny Shrider
354 Highlands Way
Bartow, FL 33830

Sandra Slomba
6011 Citrus Highlands Dv. S.
Bartow, FL 33830

Rhett Stratton
402 Citrus Highlands Dv. E.
Bartow, FL 33830

Danny Sturgill
365 Citrus Highlands Dv. W.
Bartow, FL 33830

Eddie Sulfridge
6057 Citrus Highlands Court
Bartow, FL 33830

Warren Taylor
405 Citrus Highlands Dv. W.
Bartow, FL 33830

Tenorio & Grice
401 Highlands Way
Bartow, FL 33830

Joe Thomas
6021 Citrus Highlands Dv. S.
Bartow, FL 33830

David Toppel
295 Citrus Highlands Dv. W.
Bartow, FL 33830

Trussell & Thompson
305 Citrus Highlands Dv. W.
Bartow, FL 33830

Emojean Tunstall
PO Box 483
Alturas, FL 33820-0483

L. Vaughn
PO Box 585
Ft. Meade, FL 33841-0585

Douglas Viltrakis
PO Box 593
Bartow, FL 33831-0593

Timothy Watson
282 Citrus Highlands Dv. E.
Bartow, FL 33830

William Wells
271 Highlands Way
Bartow, FL 33830

Anthia Barber White
384 Highlands Way
Bartow, FL 33830

Jane White
6091 Citrus Highlands Dv. S.
Bartow, FL 33830

Lawrence Woolman
285 Citrus Highlands Dv. W.
Bartow, FL 33830

Exhibit "H"

**THIS WILL BE A LATE FILED DOCUMENT
AFFIDAVIT**

I, Norman Duncan, President (applicant) do solemnly swear or affirm that the notice of actual application was published once in a newspaper of general circulation, (The Lakeland Ledger), in the territory in accordance with Rule 25-30.030, Florida Administrative Code.

By: _____
Norman Duncan, President

Subscribed AND sworn to before me this ____ day of _____, 2001
by Norman Duncan who is personally known to me.

Notary Public's Signature

Kimberly A. Gossett
Printed Name of Notary Public

My Commission Expires: 1/18/2004

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

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

PART V OTHER

- A) Exhibit I - Evidence that the utility owns the land where the utility treatment 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) Exhibit J - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**
- C) Exhibit K - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).

Exhibit "I"

See Attached Warranty Deed

THIS INSTRUMENT WAS PREPARED BY
BRANTON L. RAFOOL, FTO
Post Office Box 192
Winter Haven, FL 33882-0192

BRANTON L. RAFOOL, FTO
Post Office Box 192
Winter Haven, FL 33882-0192

Property Appraiser's
Parcel Identification No.
000006 692910 000010

SEARCHED	INDEXED	FILED	APR 19 1997
APR 19 1997	APR 19 1997	APR 19 1997	APR 19 1997
25.00	51.00	30.70	86.70
86.70	86.70	86.70	86.70

WARRANTY DEED
(Statutory Form - Section 689.02, F.S.)

THIS INDENTURE made this 12th day of May, 1997, between JAMES O. VAUGHN, whose post office address is: P. O. Box 192, Winter Haven, Florida 33882-0192, of the County of Polk, State of Florida, Grantor, and PINECREST RANCHES, INC., a Florida Corporation, whose post office address is P. O. Box 192, Winter Haven, Florida 33882-0192, of the County of Polk, State of Florida, Grantee*.

WITNESSETH that said Grantor, for and in consideration of the sum of Ten and No/100--(\$10.00) Dollars and other good and valuable consideration 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, to-wit:

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO THE FOLLOWING:

TRACT "A" OF CITRUS HIGHLANDS PHASE II, recorded in Plat Book 83, Page 23, public records of Polk County, Florida.

THIS PROPERTY IS NOT THE HOMESTEAD OF GRANTOR.

THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES, NO TITLE ASSURANCE WAS REQUESTED OR GIVEN.

THERE IS NO CONSIDERATION. THIS IS A DEED OF CONVENIENCE.

SUBJECT to taxes for 1997 and subsequent years and easements and restrictions of record.

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

"Grantor and Grantee" are used for singular or plural, as context require

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

Signed, sealed and delivered in the presence of:

Annie E. Webb
Typed name: ANNIE E. WEBB

Ruth M. Higgins
typed name: Ruth M. Higgins

James O. Vaughn (SEAL)
James O. Vaughn

STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING INSTRUMENT was acknowledged before me this 12 day of May, 1997, by JAMES O. VAUGHN, who is personally known to me or who has produced Drivers License, as identification.

Annie E. Webb
Notary Public

(SEAL) Annie E. Webb
MY COMMISSION # CC634169 EXPIRES
April 19, 2001
BONDED THRU TROY FAIR INSURANCE, INC

Documentary Tax Pd. \$ 70
Intangible Tax Pd. \$ 0
E. D. "Bud" Dixon, Clerk, Polk Co.
By: B. Dixon Deputy Clerk

1997 MAY 20 PM 2:38

068185

7D

117 Job

This instrument was prepared by:
 BRANDON J. RAFOOL, ESQ.
 Post Office Box 7286
 Winter Haven, Florida 33883-7286

18130	7738	\$5.00
08137	7737	\$1.00
00743	7740	\$0.70
TOTAL		\$6.70
CHECK # 007743		\$6.70

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE is made this 12th day of May, 1997, by and between MARGARET S. HANKIN, the duly qualified and acting personal representative of the estate of JAMES W. HANKIN, deceased, whose post office address is 1606 N. Lake Shipp Drive, Winter Haven, Florida 33880, of the County of Polk, State of Florida, Grantor, and PINECREST RANCHES, INC., a Florida Corporation, whose post office address is Post Office Box 192, Winter Haven, Florida 33882-0192, Grantor conveys to Grantee the following real property in Polk County, Florida.

AN UNDIVIDED ONE-HALF (1/2) INTEREST IN AND TO THE FOLLOWING:

TRACT "A" of CITRUS HIGHLANDS PHASE II, recorded in Plat Book 83, Page 23, public records of Polk County, Florida.
 Parcel I.D. No.: 063026 692940 000510
 THIS PROPERTY IS NOT THE HOMESTEAD OF GRANTOR

THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES, NO TITLE ASSURANCE WAS REQUESTED OR GIVEN.

THERE IS NO CONSIDERATION. THIS IS A DEED OF CONVENIENCE.

Subject to valid restrictions, reservations, and easements of record and real estate taxes unpaid, if any.

GRANTOR COVENANTS with Grantee that Grantor has good right and lawful authority to sell and convey the property and warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the undersigned as Personal Representative of the estate of said decedent, has executed this instrument under seal on the date aforesaid.

Signed, sealed and delivered in the presence of:

Annie E. Webb
Kathryn M. Hogan

Margaret S. Hankin
 MARGARET S. HANKIN,
 Personal Representative of the Estate of James W. Hankin, deceased
 1606 N. Lake Shipp Drive
 Winter Haven, FL 33880

STATE OF FLORIDA
 COUNTY OF POLK

I hereby certify that the foregoing instrument was acknowledged before me this 12 day of May, 1997, by MARGARET S. HANKIN, as Personal Representative of the estate of JAMES W. HANKIN, deceased, who is personally known to me or who has produced _____ as identification and who (did not) take an oath.



Annie E. Webb
 MY COMMISSION # CC634169 EXPIRES
 April 19, 2001
 BONDED THRU TROY FAIR INSURANCE, INC.

Annie E. Webb
 Notary Public
 My Commission Expires:
 Documentary Tax Pd. \$ 70
 Intangible Tax Pd. \$ -
 E. D. "Bud" Dixon, Clerk, Polk Co.
 By: Bud Dixon Deputy Clerk

3843 0724
 POLK OFFREC. PAGE

1997 MAY 20 PM 2:39

UB0186

Lab AID

Exhibit "J"

Revised Water Tariff

Exhibit "K"

After contacting Stephanie Clapp at the Public Service Commission, it was determined that Pinecrest Ranches, Inc. was never issued a certificate. Please see attached fax transmittal from Ms. Clapp regarding certificate number.

Aug 8 2001, 01:29 PM

STATE OF FLORIDA



PUBLIC SERVICE COMMISSION
Division of Regulatory Oversight
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

TO:

Kim

Fax: (863) 293-2827

FROM:

Stephanie Clapp

Fax: 850 413-6998

Voice: 850 413-6997

RE:

Pinecrest Ranches


Note:

This transmits the six page list you requested for noticing purposes. It appears that you may not have been issued a formal certificate for Pinecrest Ranches, Inc. If you are unable to find one please write a brief paragraph stating that one was not received following the name change docket, and insert the page where the certificate would have been inserted.

Should you have any questions, feel free to contact me.

PART VIAFFIDAVIT

I Norman Duncan (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: 
Norman Duncan
President

Subscribed and sworn to before me this 11th day of the month of December in the year of 2001 by Norman Duncan who is personally known to me.



Kimberly A. Gossett
MY COMMISSION # CC908234 EXPIRES
January 18, 2004
BONDED THRU TROY FAIR INSURANCE, INC.


Notary Public's Signature

Kimberly A. Gossett
My Commission Expires: 1/18/2004

* 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.

011651-

WATER TARIFF

Pinecrest Ranches, Inc.

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

Pinecrest Ranches, Inc.
NAME OF COMPANY

1818 Pinnacle Drive

Lakeland, FL 33813
(ADDRESS OF COMPANY)

(863) 709-8549
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Norman Duncar.
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, Inc.

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	N/A
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.-5.1
Territory Served.....	3.0

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, Inc.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER N/A/-

COUNTY -POLK

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-97-0367-FOF-WU	4/2/97	961253-WU	Transfer of Majority Stock

(Continued to Sheet No. 3.1)

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, Inc.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Located within Section 6, Township 30 South, Range 26 East in Polk County, Florida.

More particularly described as follows: Begin at the NW corner of the NE ¼ of Section 6 and run N 89 degrees 28'10" E, along the Northern Boundary of Section 6, 1145.33 feet; thence S 20 degrees 03'30" E, 383.78 feet; thence N 69 degrees 56'30" E, 57.71 feet to the East Boundary of the W ½ of the NE ¼; thence S 0 degrees 22'30" E, along said East Boundary, 1394.42 feet to the NE corner of the SW ¼ of the NE ¼ of Section 6; thence N 89 degrees 21'48" W, along the North Boundary of the SW ¼ of the NE ¼, 1328.39 feet to the West Boundary of the NE ¼; thence N 0 degrees 24'01" W, along said West Boundary, 1709.77 feet to the Point of Beginning.

Also, Two parcels more particularly described as follows:

Located within Section 31, Township 29 South, Range 26 East in Polk County, Florida.

Beginning at the SE corner of Section 31, run Westerly 2771.38 feet to the Point of Beginning, thence run West 224.50 feet; thence North 120 feet; thence East 224.50 feet; thence South 120 feet to the Point of Beginning.

And;

Beginning at the SE corner of Section 31; run Westerly 2591.38 feet to the Point of Beginning, continue West 60.00 feet; thence North 105 feet; thence East 60 feet; thence South 105 feet to the Point of Beginning.

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, Inc.

WATER TARIFF

COMMUNITIES SERVED LISTING

N/A

County
Name

Development
Name

Rate
Schedule(s)
Available

Sheet No.

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pincrest Ranches, 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 Pincrest Ranches, 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)

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pincrest Ranches, 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.

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, Inc.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises.....	9.0	12.0
Adjustment of Bills.....	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service.....	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills.....	7.0	8.0
Extensions.....	7.0	6.0
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)

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, 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

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pincrest Ranches, 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)

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pincrest Ranches, 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)

Norman Duncan,
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, 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)

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pincrest Ranches, 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.

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, Inc.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits.....	N/A
General Service, GS	N/A
Meter Test Deposit	N/A.
Miscellaneous Service Charges	16.0
Residential Service, RS.....	13.0
Service Availability Fees and Charges	17.0

Norman Duncan
Issuing Officer

President
Title

N/A

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, 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 - Monthly

RATE - \$12.85

MINIMUM CHARGE - \$12.85

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Stock

Norman Duncan
Issuing Officer

President
Title

N/A

Norman Duncan,
Issuing Officer

President
Title

N/A

Norman Duncar,
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, Inc.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Fee	\$ <u>2.50</u>
Lock Tampering	\$ <u>Actual Cost</u>

EFFECTIVE DATE -

TYPE OF FILING --Transfer of Majority Stock

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, 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)	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$350.00	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹ Actual Cost(1)	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹ Actual Cost (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"	\$ ¹ Actual Cost (1)	
<u>Plan Review Charge</u>	\$ ¹ 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	\$	

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

EFFECTIVE DATE -
TYPE OF FILING -Transfer of Majority Stock

Norman Duncar.
 Issuing Officer

President
 Title

NAME OF COMPANY Pinecrest Ranches, 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	N/A

Norman Duncan
Issuing Officer

President
Title

N/A

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, Inc.

WATER TARIFF

See Next Page

APPLICATION FOR WATER SERVICE

Norman Duncar
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, Inc.

WATER TARIFF

Sample Application Form

Name _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water

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.
4. Bills for water service will be rendered Monthly, as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
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 (oral, written) notice within 10 days prior to the date the Customer desires to terminate service.

Signature

Date

Norman Duncan
Issuing Officer

President
Title

N/A

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, Inc.

WATER TARIFF

COPY OF CUSTOMER'S BILL

Attached Schedule "D"

Norman Duncan
Issuing Officer

President
Title

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

Water Service Statement

Statement Date:
 Nov 1, 2001

Customer ID:
 DOE

Voice: 863-293-2577
 Fax: 863-293-2827

Please Pay The Total Due
 On This Blue Statement.

Account Of:
 Jane Doe

Office Location:
 616 2nd Street SW
 Winter Haven, FL

Office Hours:
 Monday - Thursday
 9am - 2pm

For Water Service - Citrus Highlands:

Date	Date Due	Reference	Paid	Description	Amount	Balance
10/1/01				Balance Fwd		13.11
10/11/01		10/8/01		Payment	-13.11	0.00
11/1/01	11/20/01	100	Full		13.11	13.11

All payments must be received by the 20th of the month. **TOTAL 13.11**

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

~ A 5-working-day Cut Off Notice will be sent if payment is not received by us by the 20th of the month. (NOT BY POSTMARK DATE ON ENVELOPE)

~ If account is not paid in full during the 5-working day period after the 20th (including late fee), service will be discontinued WITHOUT FURTHER NOTICE.

~ When service is discontinued, the Premise Visit and Reconnection fees must also be paid before service can be restored. Payments in full received before 1 pm will have water service restored by 5pm of the same day. After 1 pm, water will be restored by noon the following day.

Schedule of Fees/Service

Water Service	\$12.85
Polk County Service Tax Fee (2%)	\$.26
Late Fee Per Occurrence	\$ 2.50
Premises Visit	\$10.00
Violation Reconnection	\$15.00
NSF Fee	\$15.00
Customer Removal Or Damage To Lock	Actual Cost

NAME OF COMPANY Pincrest Ranches, 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		

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, 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

Norman Duncan
Issuing Officer

President
Title

NAME OF COMPANY Pinecrest Ranches, Inc.

WATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

Norman Duncan
Issuing Officer

President
Title