

ORIGINAL



April 14, 2004

**Via Federal Express**

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

RECEIVED FPSC  
04 APR 16 PM 1:53  
COMMISSION  
CLERK

Re: Docket No. 040296-SU  
Application for Amendment of Certificate No. 226-S in Seminole County by  
Florida Water Services Corporation

Dear Sir or Madam:

Enclosed for filing is one original application as described above. Also enclosed are five copies of the application, along with one service territory map, an original and two copies of the applicable tariff sheets, and the required filing fee check in the amount of \$100.00.

In order to confirm filing of this application, please date-stamp the enclosed copy of this letter and return it to me in the stamped, self-addressed envelope which is provided for your convenience.

If you need any additional information or other assistance, please call me at (407) 598-4297. Thank you for your cooperation.

Sincerely,

Tony Isaacs  
Vice President, Customer Services

Enclosures

AUS \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP \_\_\_\_\_  
COM \_\_\_\_\_  
CTR \_\_\_\_\_  
ECR \_\_\_\_\_  
GCL \_\_\_\_\_  
OPC \_\_\_\_\_  
MMS \_\_\_\_\_  
SEC \_\_\_\_\_  
OTH \_\_\_\_\_

*original  
tariff sheets,  
2 copy app*

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

04587 APR 16 3

P.O. Box 609520 / Orlando, Florida 32860-9520 / Phone (407) 598-4100

*Water For Florida's Future*

FPSC-COMMISSION CLERK

SEMINOLE COUNTY

Description Of Territory Served

MEREDITH MANOR

Township 21 South, Range 29 East, Seminole County, Florida

Section 4

That portion of the West  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 4 lying Northerly of State Road No. 434 and South of Susie Channel and Lake Rena.

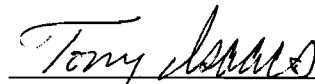
And:

Commencing at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 4, proceed N 00°13'51" E a distance of 509.29 feet, more or less; thence proceed N 89°35'10" W a distance of 223.65 feet, more or less, to the Point of Beginning; thence proceed N 84°15'00" E a distance of 110.00 feet; thence proceed N 05°52'16" W a distance of 228.00 feet; thence proceed S 24°07'21" W a distance of 22.00 feet; thence proceed S 74°30'34" W a distance of 100.00 feet; thence proceed S 05°45'00" E a distance of 192.00 feet to the Point of Beginning, containing 0.51 acre, more or less.

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Effective Date:

By:



Tony Isaacs, Vice President  
Customer Services

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ORIGINAL



040296-5U

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BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

APPLICATION FOR AMENDMENT OF  
CERTIFICATE NO. 226-S  
MEREDITH MANOR IN SEMINOLE COUNTY  
BY FLORIDA WATER SERVICES CORPORATION

CONTAINING  
APPLICATION FOR AMENDMENT OF CERTIFICATE

APRIL 2004

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DOCUMENT NUMBER-DATE

04587 APR 16 8

FPSC-COMMISSION CLERK

FOLLOW-UP APPLICATION FOR "QUICK TAKE" AMENDMENT OF CERTIFICATE

(Pursuant to Section 367.045, Florida Statutes)

To: Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for amendment of Wastewater Certificate No. 226-S to add territory located in Seminole 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 applicant:

Florida Water Services Corporation  
Name of Utility

(407) 598-4100 (407) 598-4241  
Phone Number Fax Number

1000 Color Place  
Office Street Address

Apopka Florida 32703  
City State Zip Code

P.O. Box 609520, Orlando, FL 32860-9520  
Mailing address if different from street address

<http://www.florida-water.com>  
Internet Address if applicable

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

Carlyn Kowalsky, Esquire (407)598-4297  
Name Phone Number

1000 Color Place  
Street Address

Apopka Florida 32703  
City State Zip Code

**PART II**      **SYSTEM INFORMATION**

A)      **WATER**

- (1)      Exhibit N/A - A statement describing the proposed type(s) of water service to be provided (i.e., potable, non-potable or both).
- (2)      Exhibit N/A - A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (3)      Exhibit N/A - Evidence that the utility owns the land where the utility treatment facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long-term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

B)      **WASTEWATER**

- (1)      Exhibit A - A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (2)      Exhibit B - Evidence that the utility owns the land where the utility treatment facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long-term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

**PART III**      **FINANCIAL AND TECHNICAL INFORMATION**

Provide the number of the most recent Commission order establishing or amending the applicant's rate and charges.

Order No. PSC-99-1794-FOF-WS, issued September 14, 1999, in Docket No. 950495-WS.

**PART IV TERRITORY DESCRIPTION AND MAPS**

**A) TERRITORY DESCRIPTION**

Exhibit C - An accurate description of the territory proposed to be added or deleted, using township, range and section references as specified in Rule 25-30.030(2), F.A.C. If the water and wastewater territories are different, provide separate descriptions.

**B) TERRITORY MAPS**

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

**PART V NOTICE OF ACTUAL APPLICATION**

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

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water utilities that hold a certificate granted by the Public Service Commission and are located within the county in which the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties that hold a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of the Commission Clerk and Administrative Services;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

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

B) Exhibit F - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery of each customer of the system. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- C) Exhibit   G   - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART VI      FILING FEE**

Indicate the filing fee enclosed with the application:  
\$   100.00   (for wastewater)

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

- (1) For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERC's, the filing fee shall be \$100.
- (2) For applications in which the proposed area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, the filing fee shall be \$200.
- (3) For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, the filing fee shall be \$500.
- (4) For applications in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, the filing fee shall be \$1,000.
- (5) For applications in which the area to be extended or deleted has the proposed capacity to serve from 2,001 to \$4,000 ERCs, the filing fee shall be \$1,750.
- (6) For applications in which the area to be extended or deleted has the proposed capacity to serve more than 4,000 ERCs, the filing fee shall be \$2,250.

**PART VII      TARIFF AND ANNUAL REPORTS**

- A) Exhibit   H   - An affidavit that the utility has tariffs and annual reports on file with the Commission
- B) Exhibit   I   - The original and two copies of proposed revisions to the utility's tariff(s) to incorporate the proposed change to the certificated territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing tariff revisions.
- C) Exhibit   J   - The utility's current certificate(s) or, if not applicable, an explanation of the steps the applicant took to obtain the certificate(s).

**PART VIII      AFFIDAVIT**

I, Tony Isaacs, (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which they relate.

BY: Tony Isaacs  
Applicant's Signature

Tony Issacs  
Applicant's Name (Typed)

Vice President – Customer Services  
Applicant's Title \*

Subscribed and sworn to before me this 12<sup>th</sup> day in the month of April in the year of 2004 by Tony Isaacs who is personally known to me  or ~~produced~~ identification \_\_\_\_\_

Type of Identification Produced



Brenda Mazurak  
Brenda Mazurak  
Notary Public, State of Florida at Large  
Commission Number: DD263431  
My Commission Expires: 1-12-08

\*If the 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 the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.



## Exhibit A

A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.

The proposed territory consists of 1 single-family home.

## Exhibit B

Evidence that the utility owns the land where the utility treatment facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long-term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

Wastewater for Florida Water Services' Meredith Manor wastewater service territory is treated by the City of Altamonte Springs, Florida.

Please see attached Appendix B-1 for a copy of the Agreement between Southern States Utilities (now Florida Water Services) and the City of Altamonte Springs, dated July 27, 1988.

THIS AGREEMENT, made this 27 day of JULY, 1988, by and between SOUTHERN STATES UTILITIES, INC., a Florida corporation, hereinafter referred to as "Customer" and the CITY OF ALTAMONTE SPRINGS, a municipal corporation organized and existing under the laws of the State of Florida hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the City operates and maintains a sewer system with sewage treatment facilities located in Seminole county, Florida; and

WHEREAS, the Customer desires to use said sewage treatment facilities for the disposal of the sewage waste collected by Customer from the users of its systems, in the Brantley Harbor and Apple Valley service areas described in Exhibits "A" and "B" attached hereto and incorporated herein, and

WHEREAS, the City has agreed to treat the sewage waste of customer for considerations set forth hereafter and according to the terms and conditions set forth hereafter,

NOW, THEREFORE, in consideration of the premises hereof and the covenants of each party for the benefit of the other set forth below, the parties hereto agree as follows:

1. TREATMENT: The City agrees to treat and dispose of the sewage wastes of the Customer generated in the aforescribed service areas as per Exhibits "A", and "B", maps showing the locations of same being attached hereto as Exhibits "C", and "D", for the charges as established in accordance with the Ordinances of the City as presently set forth in Chapter 26 of the Code of Ordinances of the City of Altamonte Springs, Florida, and as amended

From time to time, for class D Users, provided, however, that the customer's residential users charges shall be computed based upon 100% of metered water usage up to a maximum of 11,000 gallons per month and commercial user charges shall be computed based upon 96% of metered water usage within the service area, less water separately metered for irrigation or other non-sewage generating purposes.

2. CHARGES FOR ACCEPTANCE AND TREATMENT OF SEWAGE: All charges as provided for in Paragraph 1 above shall be paid by the Customer within 30 days from the close of each monthly billing period. On or before the tenth (10th) day following the close of the monthly billing period, the Customer shall provide the City with a list of all users within the aforescribed service area which list shall indicate the total water usage for said user for the previous month.

3. TERM: Term of this Agreement shall be for a period of five (5) years beginning from 27 day of July, 1988. Customer shall have the option to renew the term for successive five year periods thereafter provided the City may revoke said renewal privilege at the end of any five year period by notifying Customer in writing at least one year prior to the termination of such term. In the event the City elects to terminate the renewal privilege as provided herein, the Customer shall have the option to continue the term of the Agreement for an additional five (5) years from the date of the City's notification of intention to terminate the renewal privilege.

4. CONNECTION CONSTRUCTION: Customer shall, at its cost and expense, construct such facilities as are necessary to properly convey the sanitary sewage from the aforescribed "Service Areas" to connection points designated and acceptable to the City, for transmission to the sewage treatment plant of the City. The customer shall pay all costs associated with the connection to include the cost of supervision, inspection and approval by the City's engineer or engineering consultant.

The Customer will construct and operate these facilities so as to provide proper design and operation in conjunction with the operation of the City's system and other such facilities connected to the City's system, without regard to identity of owner. The Customer further agrees that its pumping facilities shall be designed, operated and constructed for variable pressure operation to eliminate sustained surges and excessive rates of flow, which would pre-empt a disproportionate share of the system peak flow capacity. Alterations and additions to equipment of the City's system, regardless of location, which may be required by the City to enable or facilitate the extension or connection by the Customer to the system, shall be performed at the cost and expense of the Customer, including any repaving, repair of streets, and appurtenant items of work and materials, provided, however, that where such alterations and additions are greater in degree or kind than would be required by the Customer's extensions or connections, then the City shall be liable for those costs in excess of the costs that would be incurred solely as a result of the Customer's extensions or connections. Design of the Customer's pumping or gravity facilities and appurtenant items shall be submitted to the City for review and the City's approval shall be required as a condition precedent to authorization by the City to connect to its system.

5. METERING: The Customer shall require all users to install a standard water meter which will measure all water provided by the Customer to the user and thereafter to the City's sewage system. The meters shall be of a design acceptable to the City meeting the standards for construction and accuracy of the American Water Works Association. The meter shall be of standard make and type, installed in a readily accessible location, with checking or calibration devices, and the installations shall indicate flow with an error not to exceed plus or minus two percent (2%) of full scale reading, suitable for billing purposes.

6. LIMITATION OF SOURCE: (a) The Customer acknowledges and agrees that this Agreement pertains only to sewage and wastewater generated by users or developments lying wholly within its previously described service areas. The Customer expressly agrees that it will not deliver to the City hereunder, either directly or indirectly, any sewage or wastewater generated by users or developments which are not located within the Customer's previously described service area.

(b) In the event the Customer desires to provide sewer service to areas lying without its previously described areas, the Customer agrees to apply to the appropriate governmental authorities for permission to serve such areas, if required, and to simultaneously make written request to the City to permit Customer to transmit sewage from said area to the City under the terms and conditions of this agreement, and not to transmit such sewage to the City unless and until the City agrees thereto; provided, however, that in no event shall the City be required to accept sewage, directly or indirectly, from any utility company or wholesaler other than Customer.

7. COLLECTION SYSTEM MAINTENANCE: Customer shall maintain, at its cost and expense, the collection system, the pumping stations and any and all other system facilities required to convey the sanitary sewage to the designated connection points for transmission to the wastewater treatment plant of the City, and the City shall efficiently maintain and operate its collection, transmission and treatment systems in accordance with the rules and regulations of the governing agencies having jurisdictional authority thereof. The City shall have the right to inspect the Customer's system at all reasonable times and at any time in the event of an emergency.

8. COLLECTION SYSTEM DRAWINGS: Customer shall, upon execution of this Agreement, or as soon thereafter as same is available, submit to the City a copy of the Engineering drawings showing the existing or proposed collection system and other facilities in the Customer's

system to be connected to the designated connection points for transmission to the wastewater treatment plant of the City and otherwise needed to collect and convey the sanitary sewage to the designated connection points, including pumping stations, force mains, sewer laterals and appurtenances, and shall revise said drawings from time to time when expansions are proposed as herein provided and submit copies of revisions to the City. As detailed plans are prepared for sewage facilities proposed to be constructed for sanitary sewage service, Customer shall submit copies thereof to the City and the governmental agencies having jurisdiction over such proposed construction for review and approval prior to construction.

9. RECORDS INSPECTION: Customer shall submit to the City monthly, or at such other times as it and the City shall agree, reports showing the volume of water flow in gallons recorded by all the meters. The City is hereby given the right of access at all times to observe and inspect all meters and the City is further given the right to inspect at reasonable times, all books, records, and other information of whatsoever nature relating to the sewage flow and/or water (including infiltration/inflow) coming from the Customer's systems connected to the designated connection points for transmission to the City wastewater treatment plant. The customer shall also be given the right to inspect at reasonable times, all books, records, and other information of whatsoever nature relating to sewage and/or water flow and costs thereto related within the City system.

10. INFILTRATION/INFLOW: Customer warrants that the infiltration/inflow from the system being connected is within limits acceptable to the City, (presently 250 gallons per inch diameter per mile per day), or, if it is not, Customer will, at its expense, reduce the infiltration/inflow to limits acceptable to the City as the City may from time to time reasonably determine.

11. USER CHARGES: Customer shall be solely responsible for the collection of the fee it charges each residential unit or business or other user being served within the Customer's systems connected to the designated points for transmission to the City, and the failure to collect said service charge or fee shall not relieve Customer from paying to the City the charge as set forth in this Agreement, or as they may be established by the City in the future.

12. CONNECTION FEE: Customer shall pay to the City a connection fee in the initial amount ~~of \$100.00 for~~ each newly constructed unit connected to the City's sewer system. The connection fee shall be due and payable to the City by the Customer within thirty (30) days of the connection of each unit. This connection fee may be adjusted from time to time by the City and the Customer agrees to pay such fee as adjusted by ordinance. This connection fee shall be paid to the City as long as this Agreement is in existence or for as long as the City provides service to users connecting to Customer's system and then to the City, whichever last occurs. The City acknowledges that the Customer has previously existing users on stream at the present time and there will be no connection fee paid to the City by the Customer for any on stream users connected prior to the date of this agreement.

13. NOTICE: Any notice to be given Customer or the City by the other shall be sent by registered or certified mail to the addresses shown below, which addresses may be changed by either party giving proper written notice to the other as provided herein:

City of Altamonte Springs  
City Hall, 225 Newburyport Avenue  
Altamonte Springs, Fla. 32701  
Attn: Director of Utilities

Southern States Utilities, Inc.  
1000 Color Place  
Apopka, Florida 32703



14. CAPACITY RESERVATION: The City agrees to accept sewage from the Customer as capacity is available, and shall not restrict available capacity arbitrarily. The Customer will have equal status with all entities served by available capacity; provided, however, that the City reserves the absolute right to reserve capacity in the sewage treatment plant so as to be able at all times to provide sewer service to property within the City. Such reservation of right to serve City property relates to future users not currently connected to the City system or not currently developed or annexed, and such amount of reserve capacity as the City might elect to reserve for City property, shall be at the sole discretion of the City, even though the exercise of such discretion may result in the City having to deny service to Customer while capacity remains unused in the City's system.

15. NON-ASSIGNABILITY: The Customer shall not assign, pledge or otherwise convey or hypothecate its rights hereunder without the prior written consent of the City.

16. INTEREST: The Customer hereby agrees to pay interest at the rate of eighteen percent (18%) per annum on all charges pursuant to paragraph two, "CHARGES FOR ACCEPTANCE AND TREATMENT OF SEWAGE," which charges are not paid within thirty (30) days as is required by said paragraphs. The Customer further agrees to pay interest at the rate of eighteen percent (18%) per annum for charges pursuant to paragraph 12, "CONNECTION CHARGES" where the user connects to the Customer's sewage system without prior payment to the City of the required water pollution control charge; said interest to accrue from the date of connection.

17. TEMPORARY STOPPAGE: Any temporary cessation of treatment or disposal of sewage through the City's system caused by an act of God, fire, strike, civil, or military authority, State, County or Federal regulatory authority, insurrection or riot, labor unrest, or other action not the result of gross negligence of the City or its agents or employees, shall not constitute a breach of this Agreement on the part of the City, and the City shall not be liable to the Customer or its users for any damage resulting from such cessation of treatment or disposal.

18. EFFECT OF SEWER RESTRICTIONS: If during the term of this Agreement the City shall come under any order of any cognizant County, State or Federal agency which requires the City to limit or restrict construction or sewage connections because of conditions or operations at such plant, the Customer agrees to enforce and abide by such limitation or restrictions within the area which the Customer serves, as long as the same shall be binding upon the City. The City agrees to take all steps reasonable, in the City's determination, to cure any defect resulting in the limitation or restriction.

19. DEFAULT: Upon non-payment of any monthly invoice, or other default by the Customer of any other provision hereof, the City shall have the right to terminate this Agreement and its service hereunder, and to disconnect or block the connecting sewer if such non-payment or other default shall not have been cured by the Customer within ninety (90) days following the Customer's receipt of written notice of such non-payment or default. It is further provided, however, that Customer shall have the right to pay to the City any disputed amounts without relinquishing its rights to dispute or litigate any such said amounts which are paid in dispute. Repeated and frequent defaults, although subsequently cured with the ninety (90) day period, shall, in the City's sole discretion, constitute a non-curable default. The remedies indicated by this paragraph shall be in addition to any other remedy in law or in equity, which the City might have. The Customer is responsible for the payment of any cost or expense, to include attorney's fees, incurred by the City as a result of Customer's default, whether or not said default is ultimately cured.

20. OPTION IN EVENT OF DEFAULT: In the event of a default by Customer, not cured within ninety (90) days, the City may elect not to proceed according to paragraph 19 of this Agreement, but to continue to furnish sewer service to the user of the Customer.

Should the City so elect, the Customer hereby agrees, promptly on request of the City, to assign to the City, all of the Customer's rights to collect charges and to enforce such collections, for providing sewer service to the Customer's users. This assignment shall continue so long as the City continues, at its election, to serve the Customer's users. The Customer expressly agrees to make available all books and records reasonably necessary to allow the City to bill the Customer's users directly, should the City so desire. No excess of amount collected from the Customer's users over the amount which would be billed under paragraph 12, hereof, shall be returned to the Customer, but rather such excess shall be an additional charge by the City to the Customer.

21. This Agreement shall be construed and governed under the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement, all of which has been duly authorized by their respective governing bodies.

Approved as to form and legality:

[Signature]  
City Attorney

CITY OF ALTAMONTE SPRINGS, FLORIDA

[Signature]  
Mayor

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]

Attest: [Signature]  
Clerk  
(Corporate Seal)

SOUTHERN STATES UTILITIES, INC.

[Signature]  
[Signature]

[Signature]  
President

(Corporate Seal)

EXHIBIT A

APPENDIX B-1

PAGE 10 OF 13

MEREDITH MANOR SEWER

Section 4, Township 21, Range 29

The portion of land in the west  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  lying North of State Road 434 and South of the said Meredith Manor Channel Section, and the Brantley Harbor Subdivision of Plat book 22 page 42, and the Harbor Bend Condominiums of Plat book 1547 page 927 all being located in Section 4, Township 21, Range 29.

EXHIBIT B

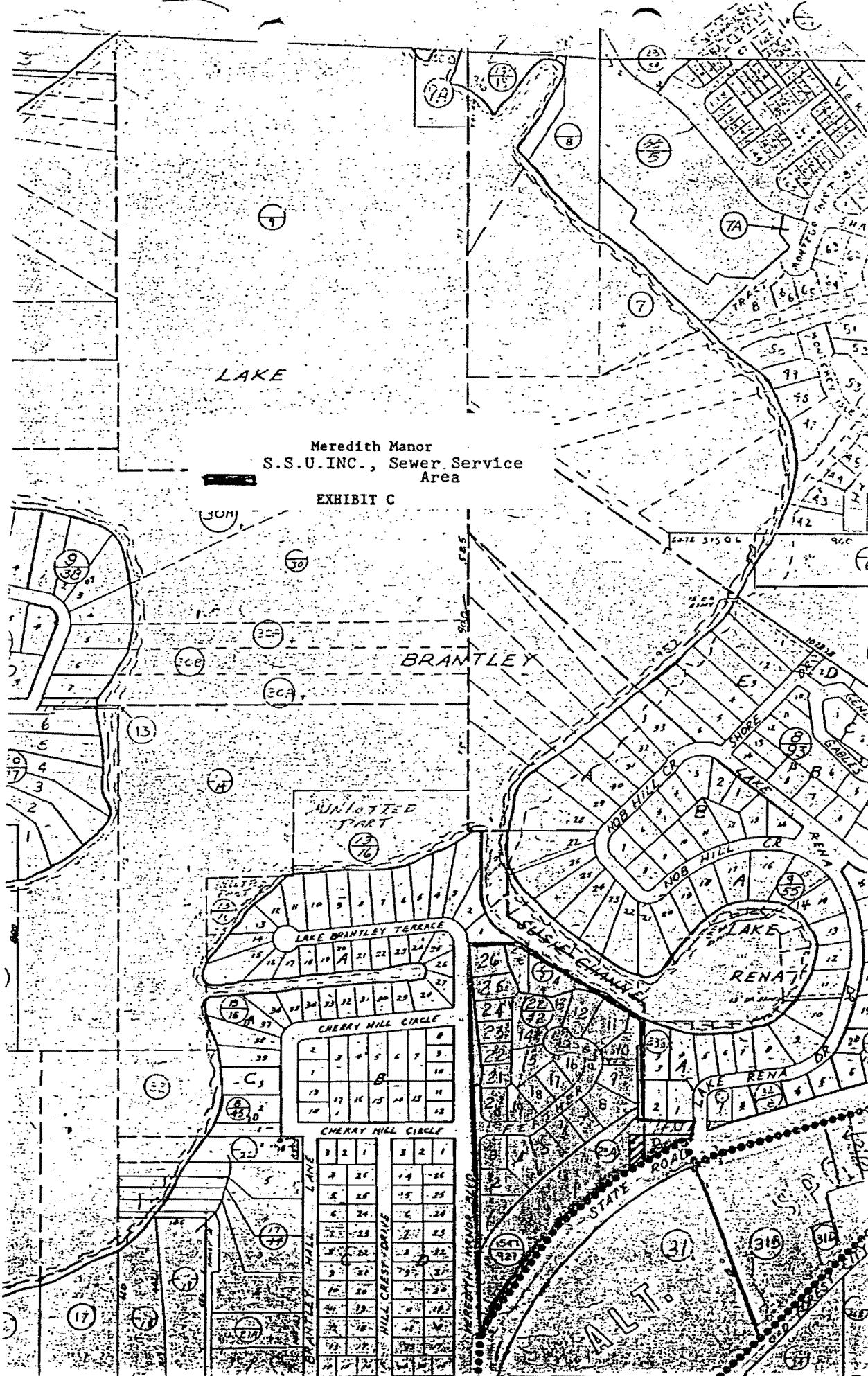
APPENDIX B-1

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APPLE VALLEY SEWER

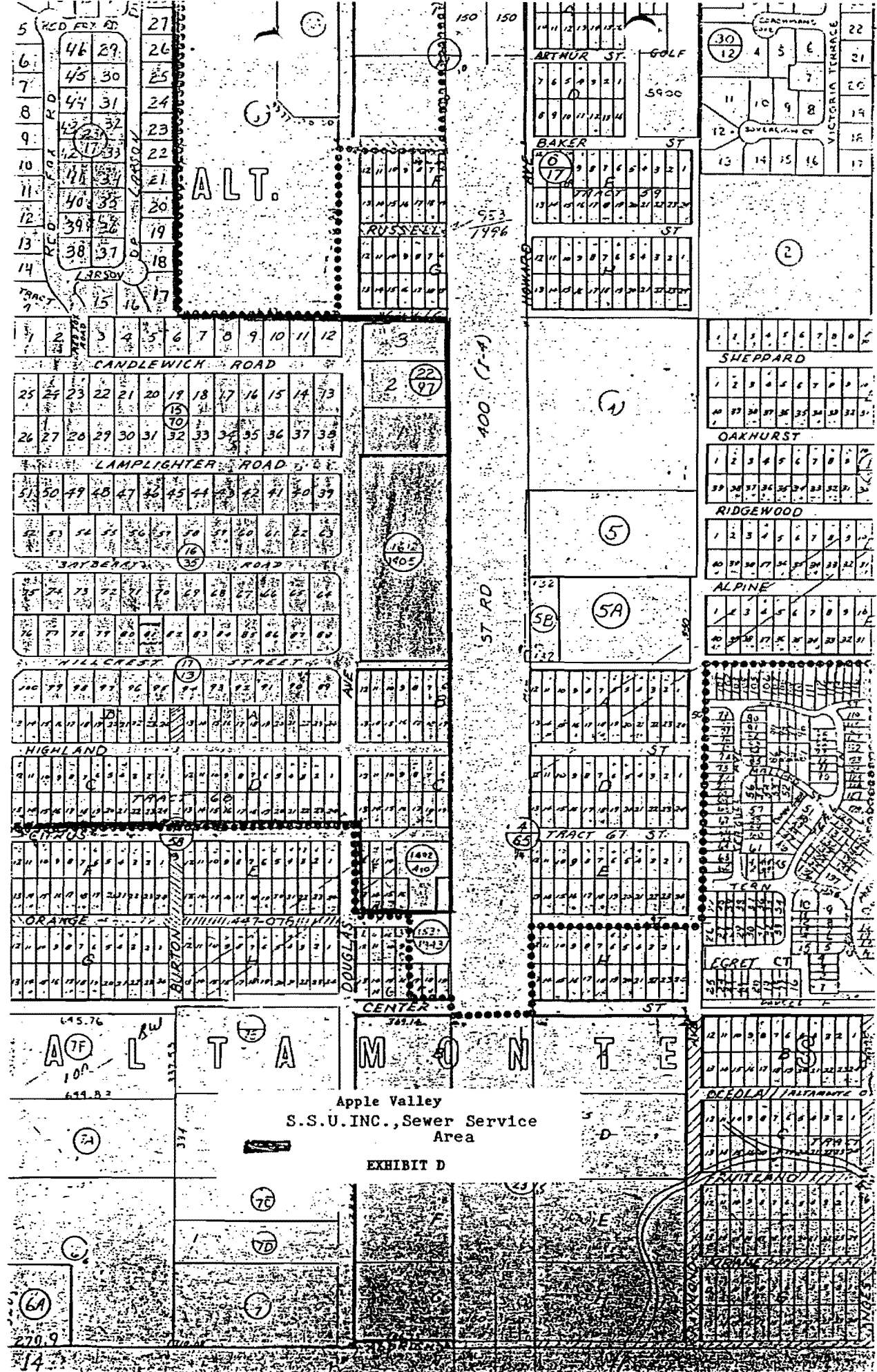
Section 11, Township 21, Range 29

The West 1/2 of the NW 1/4 of the NW 1/4,  
and the SW 1/4 of the NW 1/4, and the  
West 380' of the SE 1/4 of the NW 1/4,  
and the West 380' of the NE 1/4 of the  
SW 1/4 (less the South 400') and the  
North 1/2 of the NW 1/4 of the SW 1/4.



Meredith Manor  
S.S.U. INC., Sewer Service  
Area

EXHIBIT C



Apple Valley  
S.S.U. INC., Sewer Service  
Area

EXHIBIT D

14

## Exhibit C

An accurate description of the territory proposed to be added or deleted, using township, range, and section references as specified in Rule 25-30.030(2), F.A.C. If the water and wastewater territories are different, provide separate descriptions.

The wastewater territory proposed to be added is described as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 4, Township 21 South, Range 29 East, Seminole County, Florida;

Thence proceed N 00°13'51" E a distance of 509.29 feet, more or less; thence proceed N 89°35'10" W a distance of 223.65 feet, more or less, to the Point of Beginning; thence proceed N 84°15'00" E a distance of 110.00 feet; thence proceed N 05°52'16" W a distance of 228.00 feet; thence proceed S 24°07'21" W a distance of 22.00 feet; thence proceed S 74°30'34" W a distance of 100.00 feet; thence proceed S 05°45'00" E a distance of 192.00 feet to the Point of Beginning, containing 0.51 acre, more or less.



## Exhibit D

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

The map required is provided as a separate attachment to this package.

Map forwarded to ECR

## Exhibit E

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.

Please see attached Affidavit and Appendixes E-1, E-2, and E-3.

**Affidavit**

State of Florida  
County of Orange

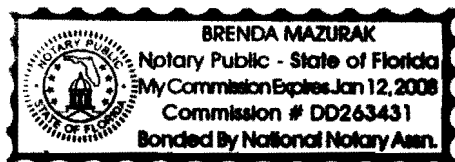
Before me, the undersigned authority, personally appeared Mervin Moothart, as Rate Analyst of Florida Water Services Corporation ("Florida Water") and after being duly sworn, said:

1. That he has personal knowledge of the matters contained herein.
2. Attached hereto and identified as "Appendix E-1" is a copy of the request Florida Water sent to the Public Service Commission ("Commission") pursuant to Rule 25-30.030(2), Florida Administrative Code.
3. Attached hereto and identified as "Appendix E-2" is a copy of the Commission's reply to Florida Water's aforementioned request.
4. Copies of the notice of application, attached hereto and identified as "Appendix E-3" were sent by U.S. Mail on April 2, 2004, to those entities identified by the Commission on the aforesaid "Appendix E-2."

Further Affiant sayeth not.

Mervin Moothart  
Mervin Moothart  
Rate Analyst  
Florida Water Services Corporation

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of April, 2004, by Mervin Moothart, Rate Analyst for Florida Water Services Corporation who is personally known to me and did take an oath.



Brenda Mazurak  
Brenda Mazurak  
Notary Public, State of Florida at Large  
Commission Number: DD263431  
My Commission Expires: 1-12-08

Appendix E-1

Letter to Commission



March 30, 2004

VIA FACSIMILE: (850) 413-7000

Mr. Richard Redemann  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Amendment of Certificate No. 226-S in Seminole County

Dear Mr. Redemann:

In accordance with the terms of the Application for Amendment of Certificate, please forward to me a listing of the entities to be noticed pursuant to Section 367.045(1)(a), Florida Statutes and Rule 25-30.030, Florida Administrative Code for the territory described in "Attachment A", affixed to this letter.

Please return the list via fax (407) 598-4241 if possible. If you should need any additional information in order to process this request, please call me at (407) 598-4267. Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Brenda Mazurak".

Brenda Mazurak  
Legal Assistant

Attachment

**Attachment A****The territory proposed to be added is described as follows:**

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 4, Township 21 South, Range 29 East, Seminole County, Florida;

Thence proceed N 00°13'51" E a distance of 509.29 feet, more or less; thence proceed N 89°35'10" W a distance of 223.65 feet, more or less, to the Point of Beginning; thence proceed N 84°15'00" E a distance of 110.00 feet; thence proceed N 05°52'16" W a distance of 228.00 feet; thence proceed S 24°07'21" W a distance of 22.00 feet; thence proceed S 74°30'34" W a distance of 100.00 feet; thence proceed S 05°45'00" E a distance of 192.00 feet to the Point of Beginning, containing 0.51 acre, more or less.

Appendix E-2

List of Entities

**LIST OF WATER AND WASTEWATER UTILITIES IN SEMINOLE COUNTY  
(VALID FOR 60 DAYS)  
03/31/2004 - 05/29/2004**

UTILITY NAME

MANAGER

SEMINOLE COUNTY

ALAFAYA UTILITIES, INC. (SU445)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4099

PATRICK C. FLYNN  
(407) 869-1919

CWS COMMUNITIES LP D/B/A PALM VALLEY (WS832)  
2700 PALM VALLEY CIRCLE  
OVIEDO, FL 32765-4904

SANDY SEYFFART  
(407) 365-6651

FLORIDA WATER SERVICES CORPORATION (WS230)  
P. O. BOX 609520  
ORLANDO, FL 32860-9520

CARLYN KOWALSKY  
(407) 598-4297

SANLANDO UTILITIES CORPORATION (WS397)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4027

STEVEN LUBERTOZZI  
(847) 498-6440

UTILITIES, INC. OF FLORIDA (WS251)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN  
(407) 869-1919

UTILITIES, INC. OF LONGWOOD (SU761)  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN  
(407) 869-1919



**LIST OF WATER AND WASTEWATER UTILITIES IN SEMINOLE COUNTY  
(VALID FOR 60 DAYS)  
03/31/2004 - 05/29/2004**

UTILITY NAMEMANAGERGOVERNMENTAL AGENCIES

~~CITY MANAGER, CITY OF CASSELBERRY  
95 TRIPLET LAKE DRIVE  
CASSELBERRY, FL 32707-3399~~

~~CLERK, BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY  
P. O. DRAWER C  
SANFORD, FL 32772-0659~~

~~DEP CENTRAL DISTRICT  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FL 32803-3767~~

~~EAST CENTRAL FLORIDA PLANNING COUNCIL  
1011 WYMORE ROAD, SUITE 105  
WINTER PARK, FL 32789~~

~~MAYOR, CITY OF ALTAMONTE SPRINGS  
225 NEWBURYPORT AVENUE  
AMONTE SPRINGS, FL 32701-3642~~

~~MAYOR, CITY OF LAKE MARY  
P. O. BOX 950700  
LAKE MARY, FL 32746-0700~~

~~MAYOR, CITY OF LONGWOOD  
175 WEST WARREN AVENUE  
LONGWOOD, FL 32750-4107~~

~~MAYOR, CITY OF OVIEDO  
400 ALEXANDRIA BLVD.  
OVIEDO, FL 32765-6770~~

~~MAYOR, CITY OF SANFORD  
P. O. BOX 1788  
SANFORD, FL 32772-1788~~

~~MAYOR, CITY OF WINTER SPRINGS  
1126 EAST S. R. 434  
WINTER SPRINGS, FL 32708-2715~~

~~ST. JOHNS RIVER WTR MANAGEMENT DISTRICT  
P.O. BOX 1429  
PALATKA, FL 32178-1429~~

APPENDIX E-2

PAGE 2 OF 3

**LIST OF WATER AND WASTEWATER UTILITIES IN SEMINOLE COUNTY  
(VALID FOR 60 DAYS)  
03/31/2004 - 05/29/2004**

UTILITY NAME

STATE OFFICIALS

MANAGER

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

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850

APPENDIX E-2

PAGE 3 OF 3

Appendix E-3

Copy of Notice

NOTICE OF APPLICATION FOR EXTENSION OF SERVICE AREA

Notice is hereby given on April 2, 2004, pursuant to Section 367.045, Florida Statutes, of the Application of Florida Water Services Corporation, 1000 Color Place, Apopka, Florida, 32703, to amend its Wastewater Certificate No. 226-S to add territory in Seminole County, Florida, described as follows:

SEMINOLE COUNTY

MEREDITH MANOR PROPOSED  
EXTENTION OF WASTEWATER SERVICE TERRITORY  
TO PROVIDE IMMEDIATE SERVICE TO A SINGLE RESIDENTIAL  
CUSTOMER REQUESTING SERVICE DUE TO SEPTIC TANK FAILURE

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 4, Township 21 South, Range 29 East, Seminole County, Florida;

Thence proceed N 00°13'51" E a distance of 509.29 feet, more or less; thence proceed N 89°35'10" W a distance of 223.65 feet, more or less, to the Point of Beginning; thence proceed N 84°15'00" E a distance of 110.00 feet; thence proceed N 05°52'16" W a distance of 228.00 feet; thence proceed S 24°07'21" W a distance of 22.00 feet; thence proceed S 74°30'34" W a distance of 100.00 feet; thence proceed S 05°45'00" E a distance of 192.00 feet to the Point of Beginning, containing 0.51 acre, more or less.

Any objection to said application must be made in writing within thirty days of the date of this notice to: Director, Division of the Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant, whose mailing address is: Florida Water Services Corporation, Attn: Carlyn Kowalsky, Esquire, P.O. Box 609520, Orlando, Florida, 32860-9520.

APPENDIX E-3

PAGE 1 OF 1

## Exhibit F

An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit.

Please see attached Affidavit and Appendix F.

STATE OF FLORIDA )  
COUNTY OF ORANGE )  
\_\_\_\_\_ )

**AFFIDAVIT**

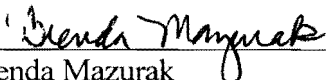
STEVEN M. GALLIS, having been duly sworn, states as follows:

1. I am Supervisor of Administrative Services in the Office Services Department of Florida Water Services Corporation ("Florida Water"), whose central office is located in Apopka, Florida.
2. As part of my duties, I am responsible for administering mailings to Florida Water customers, such as notices required by Florida Public Service Commission Rules and Orders.
3. On April 5, 2004, in my presence and under my supervision, Florida Water personnel mailed to a customer of Meredith Manor in Seminole County, a copy of the document identified as "Notice Of Application for Extension of Service Area" attached hereto and marked "Appendix F."
4. The name and address of the aforesaid customer was previously obtained by Florida Water from our Customer Service Department.
5. On April 5, 2004, my staff machine postmarked the envelope containing a copy of the aforementioned document and hand delivered the envelope to a representative of the United States Postal Service for delivery.

  
\_\_\_\_\_  
STEVEN M. GALLIS

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2004, by STEVEN M. GALLIS, who is personally known to me and who did take an oath.



  
\_\_\_\_\_  
Brenda Mazurak  
Notary Public, State of Florida at Large  
Commission No. DD263431  
My Commission Expires: 1-12-08

## NOTICE OF APPLICATION FOR EXTENSION OF SERVICE AREA

Notice is hereby given on April 2, 2004, pursuant to Section 367.045, Florida Statutes, of the Application of Florida Water Services Corporation, 1000 Color Place, Apopka, Florida, 32703, to amend its Wastewater Certificate No. 226-S to add territory in Seminole County, Florida, described as follows:

## SEMINOLE COUNTY

MEREDITH MANOR PROPOSED  
EXTENSION OF WASTEWATER SERVICE TERRITORY  
TO PROVIDE IMMEDIATE SERVICE TO A SINGLE RESIDENTIAL  
CUSTOMER REQUESTING SERVICE DUE TO SEPTIC TANK FAILURE

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## Exhibit G

Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit.

Please see attached Affidavit.



# Orlando Sentinel

Published Daily

State of Florida } S.S.  
COUNTY OF ORANGE

Before the undersigned authority personally appeared Linda Bridgewater, who on oath says that he/she is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published at ALTAMONTE SPRINGS in SEMINOLE County, Florida; that the attached copy of advertisement, being a NOTICE OF APPLICATION FOR EXTENSION OF SERVICE AREA in the matter of CERTIF: 226-S in the SEMINOLE Court, was published in said newspaper in the issue; of 04/06/04

Affiant further says that the said Orlando Sentinel is a newspaper published at ALTAMONTE SPRINGS in said SEMINOLE County, Florida, and that the said newspaper has heretofore been continuously published in said SEMINOLE County, Florida, each Week Day and has been entered as second-class mail matter at the post office in ALTAMONTE SPRINGS in said SEMINOLE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 6th day of Apr, 2004, by Linda Bridgewater, who is personally known to me and who did take an oath.

(SEAL)

*Linda Bridgewater*  
*Beverly C. Simmons*

BEVERLY C. SIMMONS  
My Comm Exp. 3/10/05  
No. DD 004341  
 Personally Known  Other

### NOTICE OF APPLICATION FOR EXTENSION OF SERVICE AREA

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#### SEMINOLE COUNTY

MEREDITH MANOR PROPOSED EXTENSION OF WASTEWATER SERVICE TERRITORY TO PROVIDE IMMEDIATE SERVICE TO A SINGLE RESIDENTIAL CUSTOMER REQUESTING SERVICE DUE TO SEPTIC TANK FAILURE

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Exhibit H

An affidavit that the utility has tariffs and annual reports on file with the Commission.

Please see attached Affidavit.

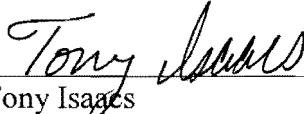
**Affidavit**

State of Florida  
County of Orange

Before me, the undersigned authority, personally appeared Tony Isaacs, Vice President – Customer Services for Florida Water Services Corporation (“Florida Water”) and after being duly sworn, said:

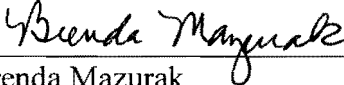
1. That he has personal knowledge of the matters contained herein.
2. That Florida Water has tariffs and annual reports on file with the Florida Public Service Commission.

Further Affiant sayeth not.

  
\_\_\_\_\_  
Tony Isaacs  
Vice President – Customer Services  
Florida Water Services Corporation

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of April, 2004, by Tony Isaacs, Vice President – Customer Services for Florida Water Services Corporation, who is personally known to me and did take an oath.



  
\_\_\_\_\_  
Brenda Mazurak  
Notary Public, State of Florida at Large  
Commission Number: DD263431  
My Commission Expires: 1-12-08

## Exhibit I

The original and two copies of proposed revisions to the utility's tariff(s) to incorporate the proposed change to the certificated territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions.

An original and two separate copies of the revised tariff sheet are enclosed with the cover letter.

## Exhibit J

The utility's current certificate(s) or, if not applicable, an explanation of the steps the applicant took to obtain the certificate(s).

A copy of Florida Water Services Corporation wastewater certificate Number 226-S is attached. The original certificate was previously submitted to the Commission with Florida Water Services' Application for Amendment of Water Certificate No. 279-W and Wastewater Certificate No. 226-S in Seminole County in Docket No. 030637-WS.

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number  
226 - S

Upon consideration of the record it is hereby ORDERED  
that authority be and is hereby granted to:

FLORIDA WATER SERVICES CORPORATION

Whose principal address is:

1000 Color Place  
Apopka, Florida 32703 (Seminole County)

to provide wastewater service in accordance with the  
provision of Chapter 367, Florida Statutes, the Rules,  
Regulations and Orders of this Commission in the  
territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until  
suspended, cancelled or revoked by Orders of this  
Commission.

ORDER	7588	DOCKET	750761-S
ORDER	7713	DOCKET	760768-WS
ORDER	9254	DOCKET	790816-S(EX)
ORDER	9843	DOCKET	780727-W(EX)
			780813-WS
			780952-W
ORDER	9988	DOCKET	780278-WS
ORDER	16162	DOCKET	860585-WS
ORDER	21913	DOCKET	881573-SU
ORDER	PSC-95-0414-FOF-WS	DOCKET	930130-WS
ORDER	PSC-97-0427-FOF-WS	DOCKET	970028-WS
ORDER	PSC-00-0734-FOF-WS	DOCKET	980657-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

*Glenn S. Davis*  
-----  
Director  
Division of Records and Reporting

