



Maltese Developments, Inc

MSM Land Investments LLC  
Rio Villa Lakes LLC  
Hunter Creek Estates LLC  
Waterfront Homes of Charlotte LLC  
MSM Utilities LLC

ORIGINAL 050820-WS

RECEIVED- FPSC

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COMMISSION  
CLERK

October 17, 2005

VIA OVERNIGHT MAIL

Director  
Division of the Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Director;

I am pleased to forward an application of Amendment of Certificate for the extension of territory for MSM Utilities. Enclosed you will find:

- The original and five copies of the completed application
- One copy of the proposed territory map
- One copy of the water system map
- One copy of the wastewater system map
- The original and two copies of the proposed tariff sheets for water
- The original and two copies of the proposed tariff sheets for wastewater
- Application Fee in the amount of \$2,000 for both water and wastewater

Thank you for your consideration of the application. Please do not hesitate to call me with any questions you may have.

Respectfully,

Ben J. Maltese  
Managing Partner

Enclosures

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

initials of person who forwarded check

MAPS + Orig CERTS  
Forwarded to ECR

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DOCUMENT NUMBER-DATE

10069 OCT 18 05

file

★ #209  
OLMSTED  
& WILSON



FILE 1098604 OR BK 02307 PG 0331 RECD 09/16/2009 03:38:01 PM BARBARA T. SCOTT, CLERK, CHARLOTTE CO  
REC 55.50 Index 3.00

99-YEAR LEASE AGREEMENT  
FOR  
WATER AND WASTEWATER TREATMENT FACILITIES

This 99-Year Lease for water and wastewater treatment facilities (the "Lease") is made and entered into between Zola MacLachlan and Janice Fader, successor Trustees of the Ernest E. MacLachlan Revocable Trust and Zola M. MacLachlan, Trustee of the Zola M. MacLachlan Revocable Trust (the "Lessor") and Rivers Edge Utilities, LLC (the Lessee), dated as of the 28<sup>th</sup> day of August, 2003.

RECITALS

1. Lessor is the owner of the real property in Charlotte County, Florida operated as The Oaks at Rivers Edge located at 1601 Hunter Creek Drive, Punta Gorda, Florida 33982.
2. Lessee is the owner of certain water facilities including a water treatment plant, two water wells, six storage tanks, a transmission and distribution system (the "Water Plant") and certain wastewater facilities including wastewater collection mains, transmission facilities, pumping stations, a treatment plant and disposal system (the "Wastewater Treatment Plant"). The Water Plant and the Wastewater Treatment Plant are sometimes hereafter collectively referred to as the "Systems". The Systems are located within the boundaries of the water and wastewater certificated area granted by the Florida Public Service Commission and service. Lessee's service area is more particularly described as Township 40 South, Range 23 East, Section 12, The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And The NW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And That portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch Creek. And The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East. And Township 40 South, Range 23 East, Section 11, All of Government Lot 5, lying South of Lee Branch Creek in Section 11, Township 40 South, Range 23 East. And The NE 1/4 of the SE 1/4 of Section 11, Township 40 South, Range 23 East, lying East of Hunters Creek.
3. The Leased Premises upon which the water and wastewater treatment facilities, the well, the effluent pond and the spray fields are located within The Oaks at Rivers Edge are more particularly described as the NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (WATER AND SEWER PLANT, Parcel I.D. Number 0070972-000100-6, 2.5 acres more or less);

THIS INSTRUMENT PREPARED BY  
REGULATORY CONSULTANTS, INC.  
C/O OLMSTED & WILSON, P.A.  
18501 MURDOCK CIRCLE, SUITE 101  
PORT CHARLOTTE, FL 33948

IMAGED  
MC

12

And The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (POND, Parcel I.D. Number 0070973-000000-6, 2.5 acres more or less);

And TRACT 3 of unrecorded Plat of PUNTA GORDA RANCHES, being more particularly described as: Commence at the NE Corner of the NW 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 3°04'30" East along the Westerly right of way of A.C.L.R.R., 1573.36 feet for a Point of Beginning; thence continue North 3°04'30" East 360.32 feet; thence North 88°25'30" West 606.14 feet; thence South 0°16'35" West 360.0 feet; thence South 88°25'30" East 588.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (SPRAYFIELD, Parcel I.D. Number 0070966-000100-4, 4.94 acres more or less);

And TRACT 4 of unrecorded Plat of PUNTA GORDA RANCHES, being more particularly described as: Commence at the NE corner of the NW 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'40" East, along the Westerly right of way of A.C.L.R.R., 1203.04 feet for a point of Beginning; thence continue North 3°04'30" East, 370.32 feet; thence North 88°25'30" West, 588.45 feet; thence South 0°16'35" West, 370.0 feet; thence South 88°25'30" East, 570.27 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (SPRAYFIELD, Parcel I.D. Number 0070966-000000-5, 4.92 acres more or less)

4. Lessor has agreed to lease the Leased Premises to Lessee pursuant to a Lease Agreement, the terms of which grant Lessee the right to lease the Leased Premises from Lessor; to grant a separate non-exclusive perpetual easement and rights of way through, under, over, on and across The Oaks to patrol, inspect, alter, improve, repair, rebuild, remove, replace, construct, reconstruct, operate and maintain Systems and other attachment, fixtures, equipment, and accessories desirable in connection therewith over, under, through, upon and across The Oaks at such places, streets, parcels and lots as may be necessary for efficient delivery of utility services to all occupants in The Oaks, and to assign such existing easements to Lessee as may be necessary for the foregoing purposes.
5. Lessor acknowledges that Lessee is the sole and exclusive provider of water and wastewater utility service to The Oaks and Lessee acknowledges that it is capable of providing utility services to the residents and the common areas of The Oaks.
6. Lessor and Lessee desire to set forth herein the terms and conditions under which the Lessee shall be granted the sole and exclusive right to use the Leased Premises to operate and maintain the Systems so that Lessee can continue to provide water and wastewater utility services to the residents of The Oaks.

7. The Parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Agreement.

**ACCORDINGLY**, for and in consideration of the sum of Ten (\$10.00) Dollars, the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **AGREEMENT TO LEASE**. Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases the Leased Premises exclusively to Lessee and Lessee does hereby hire and take the Leased Premises from Lessor.
2. **TERM**. To have and to hold for a term of ninety-nine (99) years, unless sooner terminated, as provided hereinbelow. The term of this lease shall commence on the date on which the last of the parties executes the Agreement below ("Effective Date") and shall expire ninety-nine (99) years from that date.
3. **RENTAL**. The rent reserved under this Agreement shall be as follows:
  - (a) Annual rental of \$3,600.00 per year, payable in equal monthly installments of \$300.00 per month, payable the first day of each month.
  - (b) The annual rental amounts in subparagraph (a) above shall increase based upon the Consumer Price Index (as hereinafter defined) commencing on the thirty-seventh (37) month from the date of this Agreement. Every three (3) years thereafter, rental amounts shall be increased to an amount equal to the increase in the Consumer Price Index which shall be determined every three (3) years and paid at the new rental rate adjusted by the cumulative increase over the prior three (3) years. "Consumer Price Index" shall mean the Consumer Price Index which is presently designed as the United States City Average for All Urban Consumers, All Items, with a base period equaling 100 in 1982-84. In the event the statistics are not available or in the event that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of an index chosen by Lessor as a comparable and recognized index of the purchasing power of the United States consumer dollar published the United States Department of Labor or other governmental agency.
  - (c) Real estate taxes (both ad valorem taxes and non ad valorem taxes) and special assessments, if any, shall be paid by Lessee.
  - (d) Personal property taxes on the Systems, and necessary license and occupational fees, insurance, repair, maintenance and compliance costs for the Systems shall be paid by Lessee.

4. **CONDITION OF PREMISES.** The Premises are leased subject to any and all conditions that an accurate examination of the Premises would disclose, Lessee agreeing to indemnify Lessor against any and all claims for personal injury or property damage to Lessee's property caused by any defects in the Premises.
5. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages, now encumbering the Premises, or which Lessor may at any time place against the Premises. Lessee agrees to execute such documents as may be requested by any mortgagee to evidence the subordination contained herein; provided, however, that as a condition of such subordination, the holder of such mortgage shall be required to agree with Lessee that, notwithstanding the foreclosure of such mortgage, Lessee's occupancy of the Premises shall not be disturbed so long as Lessee is not in default hereunder and attorns to such Mortgagee and agrees to perform all obligations owed to Lessor hereunder for the benefit of such Mortgagee.
6. **REPAIR OF PREMISES.** Lessee will keep the Premises in a clean and sanitary condition during the term of this Lease and any renewal terms, at Lessee's expense, and will comply with all governmental ordinances and directions of proper public officers in connection with such maintenance during the term of this Lease.
7. **NET LEASE.** It is the intent of Lessor and Lessee that this Lease be a "Triple Net Lease", meaning that Lessee shall be responsible for the payment of all insurance, utilities, repairs, maintenance, replacement, sales and use taxes, property taxes and charges and impositions relative to the Premises and/or Lessee's use and occupancy thereof, except that Lessee shall not be responsible for the payment of any mortgages or other liens placed upon the premises by Lessor nor for the payment of any income taxes of Lessor.
8. **ALTERATIONS BY LESSEE.** Lessor agrees that Lessee may make, at its own expense, any alterations, repairs, replacements or additions to the improvements on the Premises, provided:
  - (a) Lessee shall perform such alterations, repairs, replacements or additions, in accordance with the statutes, ordinances, rules, regulations and orders of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board of Fire Insurance Underwriters; and,
  - (b) The Premises shall at all times be kept free and clear of all mechanic's, materialmen's, labor or other liens or claims of liens, and Lessee agrees to indemnify and save harmless Lessor from all claims, demands and liability, including damage to person or property arising out of or in connection with any such work; and,

Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, expressed or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to the Premises or to any buildings or improvements thereon or to any part thereof. Pursuant to Florida Statute §713.10, it is the intent of the parties hereto that Lessor's interest in the Premises shall not be subject to any liens filed because of Lessee's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises.

9. **UTILITIES.** Lessee shall pay for all utility services supplied to the Premises for the benefit of Lessee and shall pay all charges for the collection of refuse from the Premises.
10. **LICENSES, FEES AND TAXES.** Lessee shall pay all state, county, municipal, occupational or other licenses, fees and taxes which may be imposed upon the business or occupation of Lessee conducted on or from the Premises and shall pay any tax imposed by the State of Florida on rentals. Lessee covenants to promptly pay when due all real property taxes and tangible personal property taxes relating to the Premises. If the term hereof shall end before rendition of a tax bill for such year, Lessee will pay to Lessor Lessee's pro-rata portion of such taxes based upon the assessments for the prior year.
11. **USE.** The Premises may be used for any and all legal purposes so long as such use does not change the character of the Premises. Except as hereinafter provided, Lessee shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances, in or upon, or connected with, Lessee's use of the Premises. Lessee will not permit the Premises to be used for any purpose or in any manner which would render the insurance thereon void.

In the event Lessee contaminates the Premises or any adjacent property with hazardous waste in connection with its use of the Premises, Lessee agrees to hold harmless and indemnify Lessor, and Lessor's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including attorneys' fees, paralegals' fees, legal assistants' fees and costs, and against all liability, losses and damages of any nature whatsoever, that Lessor may at any time sustain by reason of any such contamination.

12. **REPRESENTATIONS OF LESSOR.** Lessor represents that as of the Commencement Date, the Premises complies with all applicable laws, ordinances, statutes, regulations, orders, rules and restrictions relating thereto (the "Applicable Laws"), and that the Premises and the existing and prior uses thereof (including any uses by its former Lessees) has not prior to the Commencement Date and does not currently violate the provisions of any Applicable Laws relating thereto. If the Premises at any time fails to be in compliance with the Applicable Laws based upon the actions or inactions of Lessor prior to the Commencement Date, Lessee shall notify Lessor of such lack of compliance

and, within seven (7) days of such notice, Lessor shall take all necessary measures to bring the Premises into compliance with the Applicable Laws.

13. **INSURANCE.** At all times subsequent to the commencement date of the term of this Lease and during the full term, Lessee shall keep the Premises covered, at Lessee's sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance.

All insurance required to be maintained by Lessee shall be effected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in Florida and of recognized responsibility satisfactory to Lessor. Within fifteen (15) days after the commencement of the term of this Lease, Lessee shall promptly deliver to Lessor the original policies as specified above and within fifteen (15) days after the premium of each such policy shall become due and payable, such premium shall be paid by Lessee and Lessor shall be furnished with satisfactory evidence of such payment.

All policies of insurance required to be maintained by Lessee shall name Lessee and Lessor as the insureds as their respective interests may appear.

14. **DESTRUCTION BY CASUALTY.** In the event of damage or destruction to the Premises, or any portion thereof, by fire or other cause, Lessee shall have the option to repair or restore the same, as the case may be, at Lessee's expense, or to terminate this Lease. If termination is elected, the provisions of Section 29 hereof shall become applicable.
15. **CONDEMNATION.** In the event that any portion of the Premises or all of the Premises are taken under condemnation proceedings, or by sale under threat of condemnation, Lessee shall have no right to any portion of the condemnation award, except for Lessee's utility property (as discussed herein). If the portion of the Premises taken is such that Lessee is not materially affected in the conduct of Lessee's business, then this Lease shall continue in full force and effect with no abatement of the obligations of Lessee hereunder as though such property was not taken. If, on the other hand, the taking of a portion of the Premises is such as to materially affect the conduct of Lessee's business, then and in that event, Lessee shall have the right to terminate this Lease, subject to the provisions of an equitable abatement of rent hereunder.
16. **ENTRY UPON PREMISES.** Lessee agrees that Lessor may at any reasonable time or times during the business hours of Lessee, enter upon the Premises for the purpose of inspecting the same, or to make necessary repairs where Lessor is obligated to make such repairs or where Lessee is delinquent in making repairs it is obligated to make.
17. **ASSIGNMENTS AND SUBLETTING.** Lessee shall not sublet the Premises or assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld.

Notwithstanding anything stated above, Lessee shall at all times during the term hereof have the right without having to obtain Lessor's prior approval therefor to assign this Lease or to sublease all or any portion of the Premises to (I) any Affiliate (defined below) of Lessee, any successor entities or persons by virtue of merger, consolidation, liquidation, reorganization or other operation of law; (ii) to the purchaser (or an Affiliate of the purchaser) of any material portion of the assets of Lessee, or any portion of the business conducted by Lessee at the Premises (however, Lessee shall at all times remain responsible for the payment of the Rent hereunder); (iii) any partnership or joint venture in which Lessee or an Affiliate of Lessee is a partner or a joint venturer that actively participates in the business thereof; and (iv) any entity occupying space in the Premises principally for the purpose of providing services to Lessee or its Affiliates. As used in this Lease, the Term "Affiliate" shall mean (I) any person or entity controlling, controlled by or under common control with Lessee, or (ii) any person or entity controlling, controlled by or under common control with Lessee's parent or any subsidiary of any tier of Lessee's parent. "Control" as used herein means the power, directly or indirectly, to direct or cause the direction of the management and policies of the controlled person or entity. The ownership, directly or indirectly, of at least 51% of the voting securities of, or the possession of the right to vote in the ordinary direction of its affairs at least 51% of the voting interest in, any person or entity shall be presumed to constitute such control.

18. **COVENANTS AS TO BREACH AND REMEDIES.** In addition to default by Lessee in any of Lessee's promises or covenants hereunder, either, (a) the appointment of a receiver to take possession of all, or substantially all, of Lessee's property, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act, shall also constitute a breach of this Lease by Lessee.

In the event of breach of this Lease by Lessee, if Lessee has not cured such default within 14 days of Lessee's receipt of written notice from Lessor describing such default, or in the event of renunciation of this Lease by Lessee before the expiration of the term hereof, Lessor may:

- (a) Treat this Lease as terminated and resume possession of the Premises, having immediate right of reentry, and may remove all persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee; or
- (b) Lessor may retake possession of the Premises for the account of Lessee and relet the Premises; or,
- (c) Lessor may stand by and do nothing and shall have the right to sue Lessee for any sums or obligations due hereunder.



No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless written notice of such intention be given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction.

In the event Lessee defaults or breaches any of the terms, conditions or promises of Lessee herein contained, and Lessor is put to the necessity of employing an attorney in order to collect any sum or sums of money which may be due by reason of such default, or otherwise take such steps or legal action as may be necessary to enforce such terms, conditions or promises, then Lessee agrees to pay reasonable attorneys' fees, paralegals' fees, legal assistants' fees and court costs and expenses in connection therewith.

19. **PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS.** In the event Lessor shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of Lessee to perform one or more of the covenants herein contained to be kept and performed by Lessee, then in such event, the sum or sums so paid by Lessor, together with all interest, expense or obligations incurred by Lessor, shall be considered as additional rent and shall be due and payable from Lessee to Lessor.
20. **NOTICES.** All notices to be given to Lessee shall be given in writing, personally, or by depositing the same in the United States Mails, certified or registered, return receipt requested, postage prepaid and addressed to Lessee at 1601 Hunter Creek Drive, Punta Gorda, FL 33982. Notices and rental payments hereunder to be given to Lessor shall be given in a like manner and addressed to Lessor at 29000 Tamayo Drive, Punta Gorda, FL 33982 or such other address as Lessor shall hereafter designate in writing. Notice shall be deemed to have been given upon receipt if given by personal delivery or three (3) days after deposit in the mail if mailed.
21. **WAIVER.** In the event Lessor does not insist on a strict performance of any of the terms and conditions hereof, such shall not be deemed a waiver of the rights or remedies that Lessor shall have to insist upon strict performance of any such terms or conditions in the future or any other conditions and terms of this Lease.
22. **SUCCESSORS AND ASSIGNS.** The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.
23. **INVALIDITY OF ANY PROVISIONS.** If any term, covenant, condition or provision of this Lease shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby but shall remain in full force and effect.
24. **MISCELLANEOUS.** The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever

applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein.

25. **HAZARDOUS SUBSTANCES.** Lessee shall indemnify, protect and hold harmless Lessor and each of its respective subsidiaries from and against all costs and damages incurred by Lessor in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) the operations of the Lessee after the Commencement Date and (ii) the activities of third parties affiliated with Lessee or invited on the Premises by Lessee. Lessor shall indemnify, protect and hold harmless Lessee and each of its respective subsidiaries from and against all costs and damages incurred by Lessee in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) any activity or action by any party prior to the Commencement Date, (ii) the condition of the Premises prior to the Commencement Date, including any future manifestations of such conditions, or (iii) the activities of Lessor or the activities of any third party not affiliated with Lessee and not invited on the Premises by Lessee. Each party agrees that such party will promptly give written notice to the other party of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any hazardous substance or environmental law of which such party has actual notice.
26. **REQUIRED STATEMENT.** Florida Statute §404.056(7) requires the following statement to be included in this Lease: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
27. **WAIVER OF JURY TRIAL.** Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and/or claim of injury or damage.
28. **RELATIONSHIP OF THE PARTIES.** Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between Lessor and Lessee; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of Lessor and Lessee shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

29. **OBLIGATIONS OF LESSEE ON TERMINATION.** Lessee agrees that upon the termination of this Lease for whatever reason, either upon the completion of the term hereof or otherwise, it will, at its sole cost and expense, (i) cause the water and wastewater treatment plants situated on the Premises and all percolation ponds, drainfields and other components of the utility system situated on the Premises (but exclusive of lines and laterals which are underground) to be decommissioned in accordance with all applicable regulations of the Florida Department of Environmental Protection, Sarasota County and any other state or federal agency having jurisdiction; (ii) remove all equipment, fixtures and personalty from any structures on the Premises.
30. **QUIET ENJOYMENT.** Lessor covenants that it now has good title to the Premises, free and clear of all liens and encumbrances. Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.
31. **LIABILITY.**
- (a) Lessee shall be liable to Lessor for and shall indemnify and hold harmless Lessor and Lessor's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessee or Lessee's partners, venturers, directors, officers, agents, employees, or by any breach, violation or non-performance of any covenant of Lessee under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease by Lessor or Lessor's partners, venturers, directors, officers, agents, or employees. If any action or proceeding should be brought by or against Lessor in connection with any such liability or claim, Lessee, on notice from Lessor, shall defend such action or proceeding, at Lessee's expense, by or through attorneys reasonably satisfactory to Lessor.
- (b) Lessor shall be liable to Lessee for and shall indemnify and hold harmless Lessee and Lessee's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessor or Lessor's partners, venturers, directors, officers, agents, or employees, or by any breach, violation or non-performance of any covenant of Lessor under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this

GUARANTY OF PERFORMANCE

For valuable consideration, the undersigned irrevocably and unconditionally guarantees to Lessor the full, faithful and punctual performance by Lessee of all of Lessee's covenants and agreements contained in this Lease, or any extensions or renewals thereof, and agrees that any extensions, postponements, either of payment or enforcement, waivers, releases of any rights against any party, or releases of any security shall not affect the undersigned's absolute and unconditional liability hereunder. Demand, notice of default or of nonpayment, and all suretyship defenses whatsoever are hereby waived.

Dated, signed, sealed, and delivered as of the date set forth below.

WITNESSES:

[Signature]  
[Signature]

Zola MacLachlan and Janice Fader,  
successor Trustees of the Ernest E.  
MacLachlan Revocable Trust and  
Zola M. MacLachlan, Trustee of the  
Zola M. MacLachlan Revocable Trust

By: Zola M. MacLachlan  
As its: Trustee

Date of Execution: 8/28/03

BY: Janice Fader Trustee  
JANICE FADER, TRUSTEE

WITNESSES:

[Signature]  
[Signature]

Rivers Edge Utilities, LLC

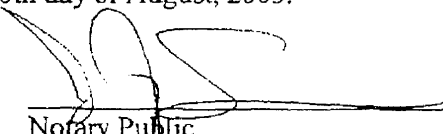
By: Janice Fader  
As its: Member/Manager

Date of Execution: 9/2/03

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

THE FOREGOING instrument was sworn to and subscribed before me this 28th day of August, 2003, by ZOLA M. MacLACHLAN, and JANICE FADER, successor Trustees of the ERNEST E. MacLACHLAN REVOABLE TRUST, and ZOLA M. MacLACHLAN, Trustee of the ZOLA M. MacLACHLAN REVOCABLE TRUST, to me personally known.

WITNESS my hand and seal this 28th day of August, 2003.

  
\_\_\_\_\_  
Notary Public

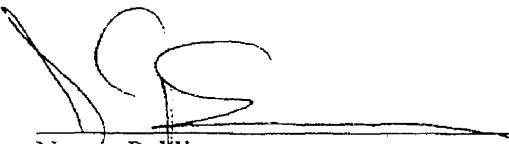


**Ida Jaye Spencer**  
Commission # DD 026250  
Expires June 25, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

THE FOREGOING instrument was sworn to and subscribed before me this 2nd day of September, 2003, by JANICE FADER, as a Member/Manager of HUNTER CREEK UTILITIES, LLC., to me personally known.

WITNESS my hand and seal this 2nd day of September, 2003.

  
\_\_\_\_\_  
Notary Public



**Ida Jaye Spencer**  
Commission # DD 026250  
Expires June 25, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

10.00  
525.00

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02709  
PG 0834 (1 Pg(s))  
FILE NUMBER 1389719  
RECORDED 05/19/2005 04:08:09 PM  
RECORDING FEES 10.00  
DEED DOC 525.00

Prepared by and return to:  
Peter J. Gravina  
Esq.  
PAVESE LAW FIRM  
1833 Hendry Street  
Fort Myers, FL 33901  
239-334-2195  
File Number: 69631.001  
Will Call No.:

★  
PJS

Parcel Identification No. 0070966-000600-9

[Space Above This Line For Recording Data]

### Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 6th day of May, 2005 between Richard A. Rowe, a single man whose post office address is 1870 Stoneybrook Lane, Punta Gorda, FL 33982 of the County of Charlotte, State of Florida, grantor\*, and MSM Utilities, LLC, a Florida limited liability company whose post office address is 9696 Bonita Beach Road, Suite 210, Bonita Springs, FL 34135 of the County of Lee, State of Florida, grantee\*.

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Charlotte County, Florida, to-wit:

Tract 6 unrecorded Plat of PUNTA GORDA RANCHES. Commence at the NE corner of the NW 1/4 of Sec. 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence N 88°25'30" W along the North line of said Sec. 13, 293.0 feet; thence N 3°04'30" E along the Westerly Right-of-Way of A. C. L. Railroad 418.35 feet to a Point of Beginning; thence continue N 3°04'30" E, 400.35 feet; thence N 88°25'30" W, 551.40 feet; thence S 0°16'35" W, 400.00 feet; thence N 88°25'30" E, 531.75 feet to the Point of Beginning. All lying in Sec. 12, Township 40 South, Range 23 East, Charlotte County, Florida. LESS Railroad Right-of-Way. Subject to an easement across the West 30 feet for road.

Subject to taxes for the year 2005 and all subsequent years; restrictions, reservations, easements and conditions 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 requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Karen L. Unchiko  
Witness Name: Karen L. Unchiko  
Kendin K. Gordon  
Witness Name: Kendin K. Gordon

Richard A. Rowe (Seal)  
Richard A. Rowe

State of Florida  
County of Lee

The foregoing instrument was acknowledged before me this 6th day of May, 2005 by Richard A. Rowe, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]



Karen L. Unchiko  
My Commission DD380192  
Expires November 27, 2008

Karen L. Unchiko  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IMAGED IN PG

Signed in the presence of:

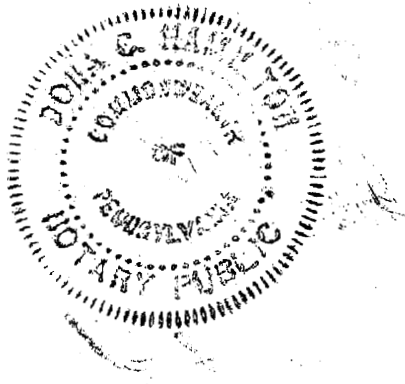
*[Signature]*  
Witness: *James C. Dempsey*

*Zola MacLachlan*  
ZOLA MacLACHLAN, Successor  
Trustee of the ERNEST E. MacLACHLAN  
TRUST dated 8/9/1994

*[Signature]*  
Witness: *Lynette R. Malloy*

STATE OF PENNSYLVANIA  
COUNTY OF WASHINGTON

The foregoing was acknowledged before me this 13<sup>th</sup> day of December, 2004, by ZOLA MacLACHLAN, successor Trustee of the ERNEST E. MacLACHLAN REVOCABLE TRUST, who is personally known to me, or ~~who produced~~ as identification.



*Dona C. Hamilton*  
Notary Public  
My Commission Expires:  
Notary Seal September 25, 2005

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Dona C. Hamilton, Notary Public  
North Franklin Twp., Washington County  
My Commission Expires Sept. 25, 2005  
Member, Pennsylvania Association of Notaries

*§ 8 Oliver*  
This instrument prepared  
David E. Olmsted  
Olmsted & Wilson, P.A.  
17801 Murdock Circle, Suite A  
Port Charlotte, FL 33948

**ASSIGNMENT AND ASSUMPTION OF LEASE**

*15<sup>th</sup>*  
This Assignment and Assumption of Lease, made as of the 15<sup>th</sup> day of December, 2004, by and between ZOLA'S FAMILY TRUST, L.P., a Pennsylvania limited partnership, successor to ZOLA M. MacLACHLAN and MARYLU FITZPATRICK, Trustees of the ZOLA M. MacLACHLAN REVOCABLE TRUST dated August 9, 1994, and ZOLA MacLACHLAN and JANICE FADER, successor Trustees of the ERNEST E. MacLACHLAN REVOCABLE TRUST dated August 9, 1994, ("Assignor") and WATERFRONT HOMES OF CHARLOTTE, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Land Contract, as Amended, whereby Assignor has agreed to sell and Assignee has agreed to purchase all of Assignor's right, title, and interest in and to a certain parcel of real estate located in Charlotte County, Florida ("the Premises"), as the same is more fully described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, a portion of said Premises is subject to a 99-Year Lease Agreement for Water and Wastewater Treatment Facilities dated September 5, 2003, (the "Lease"), said Lease having been recorded in Official Records Book 2307, Page 331, of the Public Records of Charlotte County, Florida; and,

WHEREAS, Assignor is the Lessor in said Lease, and wishes to assign its rights and obligations as Lessor to Assignee; and,

WHEREAS, simultaneously with the execution of this Assignment, the Lessee in said Lease, RIVERS EDGE UTILITIES, LLC, is assigning its interest to MSM UTILITIES, LLC, and the execution of this Agreement by Assignor and Assignee constitutes their consent to said assignment.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign all of Assignor's right, title, and interest as Lessor in and to the Lease subject to all encumbrances and restrictions effecting Assignor's interest in the Premises and in the Lease, and Assignee does hereby accept said assignment and agrees to be bound by, and to perform, all duties and obligations of Lessee under the terms and provisions of the Lease. Assignee releases Assignor from liability for all obligations under the Lease and indemnifies Assignor from all liability arising after the date hereof.

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02605  
PGS 1199-1205 (7 Pg(s))  
FILE NUMBER 1310707  
RECORDED 12/22/2004 04:46:19 PM  
RECORDING FEES 61.00  
INDEX FEES 4.00

**IMAGED IN MURDOCK**




IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Lease under seal as of the day and year first above written.

Signed in the presence of:


ZOLA'S FAMILY TRUST, L.P., a  
Pennsylvania limited partnership

  
Witness: David E. Olmsted

By:   
MARYLU FITZPATRICK, General Partner

  
Witness: Diane M. Ricciardi

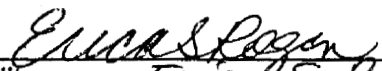
  
Witness: David E. Olmsted

  
JANICE FADER, Successor Trustee of  
the ERNEST E. MacLACHLAN TRUST  
dated 8/9/1994


  
Witness: Diane M. Ricciardi

Signed in the presence of:

WATERFRONT HOMES OF  
CHARLOTTE, LLC., A Florida  
limited liability company

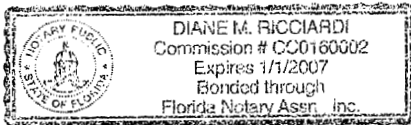
  
Witness: Erica S. Rogan

By:   
BEN J. MALTESE, Managing Partner

  
Witness: David E. Olmsted

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

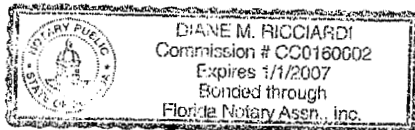
The foregoing was acknowledged before me this 15<sup>th</sup> day of December, 2004, by MARYLU FITZPATRICK, as General Partner of ZOLA'S FAMILY TRUST, L.P., a Pennsylvania limited partnership, who is personally known to me, or who produced \_\_\_\_\_ as identification.



Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15<sup>th</sup> day of Nov, 2004, by JANICE FADER, successor Trustee of the ERNEST E. MacLACHLAN REVOCABLE TRUST, who is personally known to me, or who produced \_\_\_\_\_ as identification.



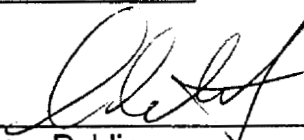
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing was acknowledged before me this 15<sup>th</sup> day of December, 2004, by BEN J. MALTESE, Managing Partner of WATERFRONT HOMES OF CHARLOTTE, LLC., a Florida limited liability company, who is personally known to me, or who produced \_\_\_\_\_ as identification.



David E. Olmsted  
MY COMMISSION # DD039966 EXPIRES  
August 23, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.



Notary Public  
My Commission Expires:

## EXHIBIT "A"

The Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070972-000100-6).

AND

The Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (I.D. No. 0070973-000000-6).

AND

The Northwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East, and that portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch, and all of government Lot 5, lying South of Lee Branch, Section 11, Township 40 South, Range 23 East, Charlotte County, Florida; LESS portion platted as Hunter Creek Village Phase I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (I.D. Nos. 0070873-000500-2, 00708893-001000-1, and 0070893-001500-6).

LESS AND EXCEPT:

All that tract or parcel of land lying in Government Lot 5, Section 11, and Government Lot 2, Section 12, Township 40 South, Range 23 East, Charlotte County, Florida, and being more particularly described as follows: Commencing at the Southeast corner of Government Lot 2, Section 12, Township 40 South, Range 23 East, run North 0°14'00" East, 657.38 feet to a concrete monument; thence North 88°46'30" West, 329.75 feet to a concrete monument; said monument lying on the Northerly right-of-way line of the Florida Power and Light Company easement; thence North 85°35'12" West along the Northerly right-of-way line of Florida Power and Light Company, 980 feet to an iron pin and the Point of Beginning; thence continue North 85°35'12" West along said right-of-way line 353.00 feet, plus or minus, to its point of intersection with the mean high water line of Hunter Creek Village Phase I; thence in a Northeasterly direction following the meanderings of the mean high water line of Hunter Creek Village Phase I, 485.0 feet, plus or minus, to its point of intersection with a line running North 4°24'43" East, from the Point of Beginning; thence South 4°24'43" West, 322.00 feet, plus or minus, to an iron pin and the Point of Beginning; together with 10 feet along and adjacent to the Southerly boundary of said property; said 10 foot strip constituting a portion of the easement described in O.R. Book 372, Page 403, Public Records of Charlotte County, Florida.

AND LESS AND EXCEPT:

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

AND

Tract B, and that portion of Lake Quail, all as shown on the plat of HUNTER CREEK VILLAGE PHASE I, a subdivision as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida (Tax I.D. Nos. 0086591-000380-4 and 0086591-000384-0).

AND

Tract 3 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1573.36 feet for a Point of Beginning; thence continue North 03°04'30" East, 360.32 feet; thence North 88°25'30" West 606.14 feet; thence South 0°16'35" West 360.0 feet; thence South 88°25'30" East, 588.45 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000100-4).

AND

Tract 4 of unrecorded plat of Punta Gorda Ranches, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida; thence North 88°25'30" West along the North line of said Section 13, 293.0 feet; thence North 03°04'30" East along the Westerly right-of-way of A.C.L.R.R., 1203.04 feet for a Point a Beginning; thence continue North 03°04'30" East, 370.32 feet; thence North 88°25'30" West, 588.45 feet; thence South 0°16'35" West, 370.0 feet; thence South 88°25'30" East, 570.27 feet to the Point of beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida. SUBJECT TO an easement across the West 25 feet for road (Tax I.D. No. 0070966-000000-5).

AND

The South 30 feet of Lot 18, and the North 30 feet of Lot 19, PINEHURST SUBDIVISION, a subdivision according to the plat thereof as recorded in Plat Book 8, Page 10, of the Public Records of Charlotte County, Florida (Tax I.D. No. 0090841-000500-9).

AND

Tract 11 – Commence at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 40 South, Range 23 East; thence North 0°16'35" East, 1315.21 feet for a Point of Beginning; thence continue North 0°16'35" East, 438.40 feet; thence

South 88°25'30" East, 511.21 feet; thence South 0°16'35" West, 438.40 feet; thence North 88°35'30" West, 511.21 feet to the Point of Beginning. All lying in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070967-000000-4).

AND

The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida (Tax I.D. No. 0070981-000500-1),

LESS AND EXCEPT the right-of-way for a public highway along the East side of said land, and

LESS AND EXCEPT the right-of-way for a public road along the north line of said land, and

LESS AND EXCEPT the following: Commence at the Northeast corner of said Section 13; thence along the North boundary of said section 13, North 88°26'45" West, 45.15 feet to the westerly maintained right-of-way line of State Road 35 (U.S. 17) for a Point of Beginning; thence along said westerly maintained right-of-way line South 00°23'35" West, 330.28 feet; thence North 88°24'16" West, 8.00 feet; thence North 00°23'35" East, 330.28 feet to said North boundary of Section 13; thence along said North boundary South 88°26'45" East, 8.00 feet to the Point of Beginning.

TOGETHER WITH access over the public right-of-way as shown on the plat of Hunter Creek Village, Phase I, as recorded in Plat Book 15, Page 54, of the Public Records of Charlotte County, Florida, as originally established by instruments recorded in O.R. Book 551, Page 1357, O.R. Book 551, Page 1359, O.R. Book 568, Page 1347, O.R. Book 612, Page 1945, and O.R. Book 626, Page 1414, all of the Public Records of Charlotte County, Florida.

050820-WS

**APPLICATION FOR AMENDMENT OF CERTIFICATE  
(EXTENSION OR DELETION)  
(Pursuant to Section 367.045, Florida Statutes)**

To: **Director, Division of the Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for amendment of Water Certificate No. 611-W and/or Wastewater Certificate No. 527-S to add (add or delete) territory located in Charlotte 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:

Name of utility : MSM Utilities, LLC

Phone No. ( 239 ) 444-1444

Fax No. ( 239 ) 444-1445

Office street address: 9696 Bonita Beach Road, Suite 210

City: Bonita Springs

State: FL

Zip Code: 34135

Mailing address if different from street address: Same

Internet address if applicable: ben@maltesedev.com

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

Name: Ben J. Maltese

Phone No. (239 ) 444-1444

Street address: Same as above

City: Same as above

State

Zip Code

DOCUMENT NUMBER-DATE  
**10069 OCT 18 83**  
FPSC-COMMISSION CLERK

**PART II      NEED FOR SERVICE**

- A) Exhibit A - If the applicant is requesting an extension of territory, a statement regarding the need for service in the proposed territory, such as anticipated development in the proposed service area.
  
- B) Exhibit \_\_\_\_ - If the applicant is requesting a deletion of territory, a statement specifying the reasons for the proposed deletion, demonstrating that it is in the public interest and explaining the effect of the proposed deletion on the ability of any customer, or potential customer, to receive water and/or wastewater service, including alternative source(s) of service. N/A
  
- C) Exhibit \_\_\_ - A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs, or, if not, a statement demonstrating why granting the amendment would be in the public interest. N/A

**PART III      SYSTEM INFORMATION**

A)      **WATER**

- (1) Exhibit B - A statement describing the proposed type(s) of water service to be provided by the extension (i.e., potable, nonpotable or both).
  
- (2) Exhibit C - A statement describing the capacity of the existing lines, the capacity of the existing treatment facilities, and the design capacity of the proposed extension.
  
- (3) Exhibit C-1 - The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded. N/A
  
- (4) Exhibit D - 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.
  
- (5) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted. N/A

- (6) Exhibit E - Evidence the utility owns the land where the water 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 F - A statement describing the capacity of the existing lines, the capacity of the existing treatment and disposal facilities, and the design capacity of the proposed extension.
- (2) Exhibit \_\_\_\_\_ - The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded. N/A
- (3) Exhibit G - If the utility is planning to build a new wastewater treatment plant, or upgrade an existing plant to serve the proposed territory, provide a written description of the proposed method(s) of effluent disposal.
- (4) Exhibit \_\_\_\_ - If (3) above does not include effluent disposal by means of reuse, provide a statement that describes with particularity the reasons for not using reuse. N/A
- (5) Exhibit D - 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.
- (6) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted. N/A
- (7) Exhibit E - Evidence the utility owns the land where the wastewater 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 IV      FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit H - A statement as to the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service.
- B) Exhibit I - A detailed statement regarding the proposed method of financing the construction, and the projected impact on the utility's capital structure.
- C) Provide the number of the most recent Commission order establishing or amending the applicant's rates and charges. Order No. PSC-05-0147-PAA-WS.
- D) Exhibit J - A statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.

**PART V      TERRITORY DESCRIPTION AND MAPS**

A) **TERRITORY DESCRIPTION**

Exhibit K - 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 territory is different, provide separate descriptions.

B) **TERRITORY MAPS**

Exhibit L - 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 territory is different, provide separate maps.

C) **SYSTEM MAPS**

Exhibit M - One copy of detailed map(s) showing proposed lines and facilities and the territory proposed to be served. Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory proposed to be served. Provide separate maps for water and wastewater systems.

**PART VI      NOTICE OF ACTUAL APPLICATION**

- A) Exhibit N - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:
- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
  - (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and 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, Division of the Commission Clerk & 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 O - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit P - 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 VII FILING FEE**

Indicate the filing fee enclosed with the application:

\$1,000 (for water) and/or \$1,000 (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 ERCs, the filing fee shall be **\$100**.
- (2) For applications in which the 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 VIII TARIFF AND ANNUAL REPORTS**

- A) Exhibit Q - An affidavit that the utility has tariffs and annual reports on file with the Commission.
- B) Exhibit R - 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. (The rules and sample tariff sheets are attached.)

**PART IX    AFFIDAVIT**

I, Ben J. Maltese (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.

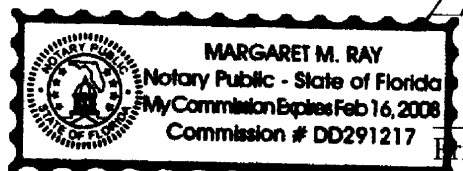
BY: *B. J. Maltese*  
Applicant's Signature

Applicant's Name: Ben J. Maltese

Applicant's Title: Managing Partner

Subscribed and sworn to before me this 10<sup>th</sup> day in the month of October  
in the year of 2005 by Ben J. Maltese who is personally known to me X  
or produced identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_  
*Margaret M. Ray*  
Notary Public's Signature



Print, Type or Stamp Commissioned Name of Notary Public \_\_\_\_\_

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

## **EXHIBIT A**

MSM Utilities is requesting an extension of territory in order to provide water and waste-water services in an area of Charlotte County where there is a strong demand exacerbated by Hurricane Charlie. For the most part residential development is anticipated although some commercial development can be predicted due to the widening of US 17 to a four-lane divided highway.

For those areas in the proposed expanded territory that are currently developed, MSM Utilities contacted many of the property owners in order to determine the level of interest and all responses received were positive. A property owner provided a copy of a letter from Charlotte County explaining that there were no known plans to provide sewer to the area and preliminary discussions among the City of Punta Gorda, Charlotte County Utilities and Peace River Manasota Regional Water Authority as to a interconnect project that would “allow for a wider regional distribution network” but not specifically addressing the area that is proposed to be served in this application.

## **EXHIBIT B**

MSM Utilities proposes to provide the following type of water service to the proposed extended territory: Potable only at this time.

## **EXHIBIT C**

The existing water distribution lines were originally designed to provide water service to approximately 250 customers in close proximity to the existing water treatment facilities. These lines are adequate for the intended purpose. The existing water treatment plant has a design capacity of 40,000 GPD.

Because the water treatment facilities are to be expanded and relocated, additional lines will be constructed to allow continued service to the existing customers as well as to provide service to the new service areas. All new lines will be designed and constructed in accordance with Florida Department of Environmental Protection and Charlotte County requirements.

The proposed water plant expansion will have a design capacity of approximately 175,000 GPD which will be adequate to serve approximately 600 customers including the existing 250 customers.

## EXHIBIT C-1

Water Plant

Construction/Operation: 162615-001-WC

Concentrate Discharge: FLA140945-003-IWF



## **EXHIBIT D**

It is anticipated that the majority of customers in the expanded territory for both the water and wastewater service will be a mixture of single and multi-family residential units. It is anticipated that three of the planned developments may have community clubhouses and commercial development components.

## **EXHIBIT E**

Attached is the 99 Year Lease for the existing facility and the Warranty Deeds for the 9.5 acres of land available for the expansion and relocation of the existing facility

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02628  
PG 1606 (1 Pg(s))  
FILE NUMBER 1329620  
RECORDED 02/02/2005 07:33:00 AM  
RECORDING FEES 10.00  
DEED DOC 463.00

#444  
J  
\*

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Majestic Title of Central Florida, Inc.  
10012 N. Dale Mabry Hwy  
Tampa, Florida 33618  
Property Appraisers Parcel Identification (Folio) Numbers:  
Grantee SS #:

Space Above This Line For Recording Data

**THIS WARRANTY DEED**, made the 28th day of January, 2005 by Reynold Harnarine and Eugenia Harnarine, husband and wife, herein called the grantors, to MSM Utilities LLC, a Florida Limited Liability Company whose post office address is 9696 Bonita Beach Road, Suite 210, Bonita Springs, FL, 34135 hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH:** That the grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Charlotte County, State of Florida, viz.:

A portion of Tract 5, Punta Gorda Ranches, unrecorded plat, more particularly described as follows; Commencing at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida, bear North 88 degrees 25' 30" West, along the North line of said Section a distance of 293.17 feet to a point on the Westerly right-of-way line of the A.C.L. Railroad; thence North 03 degrees 23' 30" East, along said right of way line 818.70 feet to the point of beginning; thence continue North 03 degrees 23' 30" East along said right of way 192.01 feet; thence North 88 degrees 25' 30" West 561.84 feet; thence South 00 degrees 16' 30" West 192 feet; thence South 88 degrees 25' 30" East 551.40 feet to the point of beginning, lying and being in Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.


**TOGETHER**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

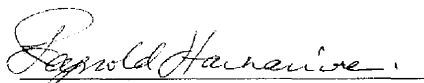
**TO HAVE AND TO HOLD**, the same in fee simple forever.

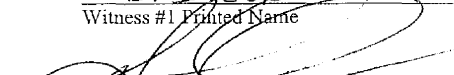
**AND**, the grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.


**IN WITNESS WHEREOF**, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

  
Witness #1 Signature  
EUBA E. CORTES  
Witness #1 Printed Name

  
Reynold Harnarine  
5507 Terrain De Golf, Lutz, FL 33558

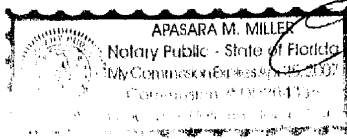
  
Witness #2 Signature  
APASARA M. MILLER  
Witness #2 Printed Name

  
Eugenia Harnarine  
5507 Terrain De Golf, Lutz, FL 33558

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28th day of January, 2005 by Reynold Harnarine and Eugenia Harnarine who are personally known to me or have produced Driver's License as identification.

SEAL

  
APASARA M. MILLER  
Notary Public - State of Florida  
My Commission Expires 02/02/2007  
Commission # 00001110  
Printed Notary Name

IMAGED IN PG

Prepared By: William R. Banyasz  
American Heritage Title of S.W. FL, Inc.  
9696 Bonita Beach Road #209  
Bonita Springs, FL 34135  
incidental to the issuance of a title insurance policy.  
File Number: 1085  
Parcel ID #: 0070966-000200-3

### WARRANTY DEED (CORPORATE)

This WARRANTY DEED, dated 07/08/2005 by FRANCIS HOUSE, INC. a Florida Corporation, whose post office address is 4703 N. FLORIDA AVENUE, TAMPA, FL 33063 hereinafter called the GRANTOR, to MSM UTILITIES, LLC, a Florida Corporation whose post office address is 9696 BONITA BEACH ROAD, SUITE 210, BONITA SPRINGS, FL 34135, hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in CHARLOTTE County, FL, viz:  
Tract P-7-4-1, PUNTA GORDA RANCHES, unrecorded Subdivision, being that part of the South 1/2 of the Southwest Quarter of Section 12, Township 40 South, Range 23 East, lying East of the railroad right-of-way, lying in CHARLOTTE County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2005 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

SUBJECT property is non-homestead of Grantors and is VACANT LAND.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

FRANCIS HOUSE, INC. a Florida Corporation

Signature: Andrea White  
Print Name:

By: Andrea White  
Its: 7/10/05

Signature: Gregory Lynn Johnson  
Print Name: Gregory Lynn Johnson

STATE OF Florida  
COUNTY OF CHARLOTTE

THE FOREGOING INSTRUMENT was acknowledged before me this 12th Day of July 2005 by ANDREA WHITE of FRANCIS HOUSE, INC. a Florida Corporation on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



Charia J. Menendez  
Commission # DD400502  
Expires March 4, 2009  
Bonded Troy Fair - Insurance, Inc. 800-586-7019

Charia J. Menendez  
NOTARY PUBLIC

SEAL)

MY COMMISSION EXPIRES:

#1381  
J

Return to: Laura Longley  
Name: Executive Title Insurance Services, Inc.  
Address: 150 West McKenzie, #112  
Punta Gorda, Florida 33950

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02682  
PG 0297 (1 Pg(s))  
FILE NUMBER 1370154  
RECORDED 04/18/2005 09:52:23 AM  
RECORDING FEES 10.00  
DEED DGC 595.00

This Instrument Prepared by:  
Laura Longley  
Executive Title Insurance Services, Inc.  
150 West McKenzie, #112  
Punta Gorda, Florida 33950

as a necessary incident to the fulfillment of conditions  
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):  
0070971-000400-4

File No: 12050091

**WARRANTY DEED**

This Warranty Deed Made the 1st day of April, 2005, by Lisa Ressler, Surviving Spouse of Raymond M. Ressler, deceased, hereinafter called the grantor, whose post office address is: 1780 Stonebrook Lane, Punta Gorda, Florida 33982

to MSM Utilities, LLC, whose post office address is: 9696 Bonita Beach Road, Suite 210, Bonita Springs, Florida 34135, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Charlotte County, Florida, viz:

The North 1/2 of Tract 5, Punta Gorda Ranches (an unrecorded Plat) being more particularly described as follows: Commencing at the Northeast corner of the Northwest 1/4 of Section 13, Township 40 South, Range 23 East, Charlotte County, Florida, bear North 88° 25' 30" West along the North line of said Section a distance of 293.17 feet to a point on the Westerly Right-of-Way line of the A.C.L. Railroad; thence North 03° 23' 30" East along said Right-of-Way line 1010.70 feet to the Point of Beginning of the parcel hereinafter to be described: thence continue North 03° 23' 30" East along said Right-of-Way, 192.33 feet to the Northeast corner of Tract 5; thence North 88° 25' 30" West, 570.27 feet to the Northwest corner of Tract 5; thence South 00° 16' 30" West, 192 feet; thence South 88° 25' 30" East, 561.84 feet to the Point of Beginning. All lying Section 12, Township 40 South, Range 23 East, Charlotte County, Florida.

The property is the homestead of the Grantor(s).  
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.  
To Have and to Hold, the same in fee simple forever.  
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to January 5, 2005, reservations, restrictions and easements of record, if any.  
(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

**SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES  
(TWO SEPARATE DISINTERESTED WITNESSES REQUIRED)**

1<sup>st</sup> Witness Signature: Laura A. Longley  
Printed Name: Laura A. Longley  
Lisa Ressler  
Lisa Ressler

2<sup>nd</sup> Witness Signature: Jodi Butler  
Printed Name: Jodi Butler

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of April, 2005, by Lisa Ressler, Surviving Spouse of Raymond M. Ressler, deceased, who is/are personally known to me or who has/have produced driver license(s) as identification, and who did / did not take an oath.

My Commission Expires:

Laura A. Longley  
Notary Signature  
Print Name:  
Serial Number



SEAL

IMAGED IN PG

## **EXHIBIT F**

The existing wastewater collection and transmission lines were originally designed to provide wastewater service to approximately 250 customers in close proximity to the existing wastewater treatment facilities. These lines are adequate for the intended purpose. The existing wastewater treatment plant and effluent disposal system has a design capacity of 15,000 GPD.

Because the wastewater treatment facilities are to be expanded and relocated, additional lines will be constructed to allow continued service to the existing customers as well as to provide service to the new service areas. All new lines will be designed and constructed in accordance with Florida Department of Environmental Protection and Charlotte County requirements.

The proposed wastewater treatment plant and effluent disposal expansion will have a design capacity of approximately 90,000 GPD which will be adequate to serve approximately 600 customers including the existing 250 customers.

**Exhibit F-1**

Wastewater Plant

Operation: FLA014062-004-DWF

## **EXHIBIT G**

The expanded and relocated wastewater treatment plant will utilize a combination of several methods of reuse for effluent disposal which may include percolation ponds, drainfields and non-public access irrigation. The final configuration and type will depend upon hydrogeological test results and discussions with regulatory agencies, but drainfields appear to be the most practical at this time.

The plant size will initially be too small to allow public access reuse under current FDEP rules, but as the plant expands, this type of reuse may also be utilized.



## **EXHIBIT H**

In Docket No. 031042-WS, Transfer of Certificates to MSM Utilities, LLC, the Commission addressed the technical and financial ability of the utility. In Order No. PSC-05-0147-PAA-WS, issued February 7, 2005, the Commission found that, although the Buyer Trustees of MSM had not previously owned or operated any water and wastewater utilities, they would continue to employ personnel familiar with the administrative and regulatory affairs and operation and maintenance of the water and wastewater facilities. MSM has done that and has been successfully operating the system since the transfer. In that Order, the Commission also found that the trustees of MSM has significant financial resources. That has not changed and the trustees are committed to rendering reasonably sufficient, adequate and efficient service.

## **EXHIBIT I**

The trustees plan to arrange for long term debt financing of the construction of the water and wastewater construction necessary to serve in the expanded territory and to establish capacity fees to be collected from future customers as an offset to that debt. The projected impact on the utility's capital structure will be to increase long term debt, offset by CIAC from capacity fees.

## **EXHIBIT J**

MSM has just recently filed for a staff assisted rate case (Docket No. 050587-WS). It is anticipated that service availability charges related to the projected cost of improvements associated with this extension will be addressed in that docket, as will the effect on monthly rates.

**EXHIBIT K**

TERRITORY DESCRIPTION:

LEGAL DESCRIPTION OF PROPOSED TERRITORY TO BE ADDED:

- 1) THE SOUTH  $\frac{3}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST,  
CHARLOTTE COUNTY, FLORIDA, LYING SOUTHERLY OF BRANCH CREEK (TIDAL)

TOGETHER WITH

- 2) THE NORTH  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST,  
CHARLOTTE COUNTY, FLORIDA, LYING EAST OF THE SEABOARD COASTLINE  
RAILROAD

TOGETHER WITH

- 3) THE SOUTH  $\frac{1}{4}$  SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST,  
CHARLOTTE COUNTY, FLORIDA, LYING WEST OF THE SEABOARD COASTLINE  
RAILROAD AND SOUTH OF BRANCH CREEK (TIDAL)

LESS AND EXCEPT THE EXISTING SERVICE TERRITORY FOR THE OAKS AT RIVER EDGE  
(FORMERLY: HUNTERS CREEK VILLAGE) BEING DESCRIBED AS FOLLOWS:

TOWNSHIP 40 SOUTH, RANGE 23 EAST, SECTION 12

THE NE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH,  
RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

AND

THE SE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH,  
RANGE 23 EAST CHARLOTTE COUNTY, FLORIDA

AND

THE NW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST  
CHARLOTTE COUNTY, FLORIDA

AND

THAT PORTION OF GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23  
EAST, CHARLOTTE COUNTY, FLORIDA, LYING SOUTH OF LEE BRANCH CREEK

AND

THE WESTERLY 30 FEET OF THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH,  
RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

TOWNSHIP 40 SOUTH, RANGE 23 EAST  
SECTION 11

ALL OF GOVERNMENT LOT 5, LYING SOUTH OF LEE BRANCH CREEK IN SECTION 11,  
TOWNSHIP 40 SOUTH, RANGE 23, EAST CHARLOTTE COUNTY, FLORIDA

AND

THE NE  $\frac{1}{4}$  OF THE SE  $\frac{1}{4}$  OF SECTION 11, TOWNSHIP 40 SOUTH, RANGE 23 EAST,  
CHARLOTTE COUNTY, FLORIDA, LYING EAST OF HUNTERS CREEK

TOGETHER WITH

- 4) THE SOUTH  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 23 EAST,  
CHARLOTTE COUNTY, FLORIDA, LYING EAST OF SEABOARD COASTLINE  
RAILROAD
- 5) THE SOUTH  $\frac{1}{4}$  OF SECTION 11, TOWNSHIP 40 SOUTH, RANGE 23 EAST,  
CHARLOTTE COUNTY, FLORIDA, LYING EAST OF HUNTERS CREEK
- 6) THE NORTH  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 40 SOUTH, RANGE 23 EAST,  
CHARLOTTE COUNTY, FLORIDA, LYING EAST OF HUNTERS CREEK
- 7) THE NORTH  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 40 SOUTH, RANGE 23 EAST,  
CHARLOTTE COUNTY, FLORIDA

**EXHIBIT L**

TERRITORY MAPS

*FORWARDED TO ECR*

**EXHIBIT M**

SYSTEM MAPS

Detailed map showing proposed lines and facilities and territory to be proposed- water and wastewater to be shown separately.

*FORWARDED TO ECP*

**EXHIBIT N**

Affidavit that the notice was given.

THIS ITEM TO BE LATE FILED.



**EXHIBIT O**

Affidavit that notice was provided to existing customers

THIS ITEM TO BE LATE FILED

**EXHIBIT P**

Affidavit that notice was published

THIS ITEM TO BE LATE FILED

EXHIBIT Q

I, Ben J. Maltese (applicant) do solemnly swear or affirm that MSM Utilities, LLC has its tariffs and its annual report on file with the Commission.

BY: Ben J. Maltese  
Applicant's Signature

Applicant's Name: Ben J. Maltese

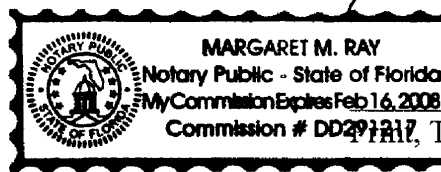
Applicant's Title: Managing Partner

Subscribed and sworn to before me this 10<sup>th</sup> day in the month of October

in the year of 2008 by Ben J. Maltese who is personally known to me X

or produced identification \_\_\_\_\_  
Type of Identification Produced

Margaret M. Ray  
Notary Public's Signature



\_\_\_\_\_  
Type or Stamp Commissioned  
Name of Notary Public

WATER TARIFF

**MSM UTILITIES LLC**  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

WATER TARIFF

MSM UTILITIES, LLC  
NAME OF COMPANY

9696 Bonita Beach Road, Suite 210

Bonita Springs, Florida 34135  
(ADDRESS OF COMPANY)

(239) 444-1444  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

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Rules and Regulations .....	6.0-6.1
Service Availability Policy .....	23.0
Standard Forms .....	18.0
Technical Terms and Abbreviations .....	5.0-5.1
Territory Authority .....	3.0

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC  
WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 611-W

COUNTY - Charlotte

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-99-0756-FOF-WS	04/19/99	980731-WS	Original Certificate
PSC-05-0147-PAA-WS	02/07/05	031042-WS	Transfer of Certificate

(Continued to Sheet No. 3.1)

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet 3.0)

DESCRIPTION OF TERRITORY SERVED  
WATER AND WASTEWATER SERVICE AREA

The Oaks at Rivers' Edge (formerly Hunter Creek Village)

The following described lands located in Charlotte County, Florida:

Township 40 South, Range 23 East  
Section 12

The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

The NW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

That portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying South of Lee Branch Creek.

And

The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

Township 40 South, Range 23 East  
Section 11

All of Government Lot 5, lying South of Lee Branch Creek in Section 11, Township 40 South, Range 23 East.

And

The NE 1/4 of the SE 1/4 of Section 11, Township 40 South, Range 23 East, lying Est of Hunters Creek.

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE



MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet 3.1)

THE SOUTH ¾ OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING SOUTHERLY OF BRANCH CREEK (TIDAL)

TOGETHER WITH

THE NORTH ¼ OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING EAST OF THE SEABOARD COASTLINE RAILROAD

TOGETHER WITH

THE SOUTH ¼ SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING WEST OF THE SEABOARD COASTLINE RAILROAD AND SOUTH OF BRANCH CREEK (TIDAL)

LESS AND EXCEPT

THE EXISTING SERVICE TERRITORY FOR THE OAKS AT RIVER EDGE (FORMERLY: HUNTERS CREEK VILLAGE) BEING DESCRIBED AS FOLLOWS:

TOWNSHIP 40 SOUTH, RANGE 23 EAST,  
SECTION 12

THE NE ¼ OF THE NW ¼ OF THE SW ¼ OF THE SW ¼ OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

AND

THE SE ¼ OF THE NW ¼ OF THE SW ¼ OF THE SW ¼ OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST CHARLOTTE COUNTY, FLORIDA

AND

THE NW ¼ OF THE SW ¼ OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST CHARLOTTE COUNTY, FLORIDA

AND

THAT PORTION OF GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING SOUTH OF LEE BRANCH CREEK

AND

THE WESTERLY 30 FEET OF THE SW ¼ OF THE SW ¼ OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet 3.2)

TOWNSHIP 40 SOUTH, RANGE 23 EAST  
SECTION 11

ALL OF GOVERNMENT LOT 5, LYING SOUTH OF LEE BRANCH CREEK IN SECTION 11, TOWNSHIP 40 SOUTH, RANGE 23, EAST CHARLOTTE COUNTY, FLORIDA  
AND THE NE ¼ OF THE SE ¼ OF SECTION 11, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING EAST OF HUNTERS CREEK

TOGETHER WITH

THE SOUTH ¼ OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING EAST OF SEABOARD COASTLINE RAILROAD

THE SOUTH 1/4 OF SECTION 11, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING EAST OF HUNTERS CREEK

THE NORTH 1/4 OF SECTION 14, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING EAST OF HUNTERS CREEK

THE NORTH ¼ OF SECTION 13, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Charlotte	The Oaks at Rivers Edge (Formerly Hunter Creek Village)	RS	13.0

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

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 MSM UTILITIES, LLC.
- 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)

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

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.

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	9.0	14.0
Adjustment of Bills .....	10.0	22.0
Adjustment of Bills for Meter Error .....	10.0	23.0
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)

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

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

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

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.

(Continued on Sheet No. 8.0)

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE



MSM UTILITIES, LLC

## WATER TARIFF

(Continued from Sheet No. 7.0)

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.

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)

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

## MSM UTILITIES, LLC

## 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)

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

## 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 splices 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.

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	N.A
General Service, GS .....	N.A
Meter Test Deposit .....	15.0
Miscellaneous Service Charges .....	16.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	N.A

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

*NOT APPLICABLE AT THIS TIME*

EFFECTIVE DATE -

TYPE OF FILING -

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

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 - Per 1,000 gallons or any portion thereof:

0 - 5,000 gallons	\$3.25
5,001 - 8,000 gallons	\$4.88
Over 8,000 gallons	\$7.32

MINIMUM CHARGE - Applicable base facility Charge (BFC) - \$10.50

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 - May 24, 2005

TYPE OF FILING - Transfer of Certificate

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

CUSTOMER DEPOSITS

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

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

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

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

METER TEST DEPOSIT

METER BENCH TEST REQUEST - If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

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

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

EFFECTIVE DATE - May 24, 2005

TYPE OF FILING - Transfer of Certificate

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE



MSM UTILITIES, LLC

## 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>

EFFECTIVE DATE

May 24, 2005

TYPE OF FILING -

Transfer of Certificate

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

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" .....	\$ <sup>1</sup>	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	\$ <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD) .....	\$	
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD) .....	\$	
All others-per gallon/month .....	\$ <sup>1</sup>	
<u>Inspection Fee</u> .....		
<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" .....	\$ <sup>1</sup>	
<u>Plan Review Charge</u> .....		
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD) .....	\$	
All others-per gallon .....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD) .....	\$	
All others-per gallon .....	\$	

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

EFFECTIVE DATE -

TYPE OF FILING -

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

INDEX OF STANDARD FORMS

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APPLICATION FOR WATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	N.A

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NO DEPOSIT CHARGED

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

APPLICATION FOR WATER OR WASTE WATER SERVICE

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

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

City State Zip

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

City State Zip

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

Service requested: Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - 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 a 24 hour written notice prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

APPLICATION FOR METER INSTALLATION

*NOT APPLICABLE*

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

COPY OF CUSTOMER'S BILL

MSM UTILITIES, LLC  
9696 Bonita Beach Road, Ste. 210  
Bonita Springs, FL 34135

Water and Sewer Bill

Date \_\_\_\_\_

Name \_\_\_\_\_

Account number \_\_\_\_\_

Current reading \_\_\_\_\_

Last reading \_\_\_\_\_

Gallons used (x 1,000)

Base Rate ..... Water .....\$ 10.50

Usage: ..... \_\_\_\_\_

Base Rate ..... Sewer .....\$ 6.50

Usage: ..... \_\_\_\_\_

Current Balance: ..... \_\_\_\_\_

Past Due: ..... \_\_\_\_\_

TOTAL DUE: .....

Billing Period \_\_\_\_\_ to \_\_\_\_\_

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges .....	N/A
Service Availability Policy .....	24.0

Ben Maltese  
ISSUING OFFICER  
  
Managing Partner  
TITLE



MSM UTILITIES, LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

The Utility provides service to The Oaks at Rivers Edge (formerly Hunter Creek Village). The developer shall install the water distribution lines to the boundary of each new lot and the lot owner or the developer shall pay all approved service availability fees for the lots that are developed and must connect to the water system to receive service.

Ben Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

WASTEWATER TARIFF

MSM UTILITIES, LLC  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

WASTEWATER TARIFF

MSM UTILITIES  
NAME OF COMPANY

9696 Bonita Beach Road, suite 210

Bonita Springs, Florida 34135  
(ADDRESS OF COMPANY LOCATION)

(239) 444-1444  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

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Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 527.8

COUNTY - Charlotte

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-99-0756-FOF-WS	04/19/99	980731-WS	Original Certificate
PSC-05-0147-PAA-WS	02/07/05	031042-WS	Transfer of Certificate

(Continued to Sheet No 3.1)

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED  
WATER AND WASTEWATER SERVICE AREA

The Oaks at Rivers Edge (formerly Hunter Creek Village

The following described lands located in Charlotte County, Florida:

Township 40 South, Range 23 East  
Section 12

The NE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

The SE 1/4 of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

The NW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23 East.

And

That portion of Government Lot 2, Section 12, Township 40 South, Range 23 East, lying south of Lee Branch Creek.

And

The Westerly 30 feet of the SW 1/4 of the SW 1/4 of Section 12, Township 40 South, Range 23, East.

Township 40 South, Range 23 East, Section 11

All Government Lot 5, lying South of Lee Branch Creek in Section 11, Township 40 South, Range 23 East.

And

The NE 1/4 of the SE 1/4 of Section 11, Township 40 South, Range 23 East, lying East of Hunters Creek.

(Continued on Sheet 3.2)

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WATER TARIFF

(Continued from Sheet 3.1)

THE SOUTH  $\frac{3}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING SOUTHERLY OF BRANCH CREEK (TIDAL)

TOGETHER WITH

THE NORTH  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING EAST OF THE SEABOARD COASTLINE RAILROAD

TOGETHER WITH

THE SOUTH  $\frac{1}{4}$  SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING WEST OF THE SEABOARD COASTLINE RAILROAD AND SOUTH OF BRANCH CREEK (TIDAL)

LESS AND EXCEPT

THE EXISTING SERVICE TERRITORY FOR THE OAKS AT RIVER EDGE (FORMERLY: HUNTERS CREEK VILLAGE) BEING DESCRIBED AS FOLLOWS:

TOWNSHIP 40 SOUTH, RANGE 23 EAST,  
SECTION 12

THE NE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

AND

THE SE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST CHARLOTTE COUNTY, FLORIDA

AND

THE NW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST CHARLOTTE COUNTY, FLORIDA

AND

THAT PORTION OF GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING SOUTH OF LEE BRANCH CREEK

AND

THE WESTERLY 30 FEET OF THE SW  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

(Continued on Sheet 3.3)

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

TOWNSHIP 40 SOUTH, RANGE 23 EAST  
SECTION 11

ALL OF GOVERNMENT LOT 5, LYING SOUTH OF LEE BRANCH CREEK IN SECTION 11, TOWNSHIP 40 SOUTH, RANGE 23, EAST CHARLOTTE COUNTY, FLORIDA  
AND THE NE ¼ OF THE SE ¼ OF SECTION 11, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING EAST OF HUNTERS CREEK

TOGETHER WITH

THE SOUTH ¼ OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING EAST OF SEABOARD COASTLINE RAILROAD

THE SOUTH 1/4 OF SECTION 11, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING EAST OF HUNTERS CREEK

THE NORTH 1/4 OF SECTION 14, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, LYING EAST OF HUNTERS CREEK

THE NORTH ¼ OF SECTION 13, TOWNSHIP 40 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE



MSM UTILITIES, LLC

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Charlotte	The Oaks at Rivers Edge (Formerly Hunter Creek Village)	RS	13.0

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is MSM UTILITIES, LLC.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER 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	20.0
Application .....	7.0	3.0
Applications by Agents .....	7.0	4.0
Change of Customer's Installation .....	8.0	10.0
Continuity of Service .....	8.0	8.0
Customer Billing .....	9.0	15.0
Delinquent Bills .....	10.0	17.0
Evidence of Consumption .....	10.0	22.0
Extensions .....	7.0	6.0
Filing of Contracts .....	10.0	21.0
General Information .....	7.0	1.0
Inspection of Customer's Installation .....	8.0	11.0
Limitation of Use .....	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently .....	9.0	16.0
Policy Dispute .....	7.0	2.0
Protection of Company's Property .....	9.0	13.0
Refusal or Discontinuance of Service .....	7.0	5.0

(Continued to Sheet No. 6.1)

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Right-of-way or Easements .....	9.0	14.0
Termination of Service .....	10.0	18.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Wastewater .....	10.0	19.0

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.
- The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The 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 wastewater 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 wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

## WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 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.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, 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 utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

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

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE



MSM UTILITIES, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	N/A
General Service, GS .....	N/A
Miscellaneous Service Charges .....	15.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	N/A

Ben J. Maltese  
ISSUING OFFICER  
  
Managing Partner  
TITLE

MSM UTILITIES, LLC  
WASTEWATER TARIFF

GENERAL SERVICE  
*NOT APPLICABLE AT THIS TIME*

EFFECTIVE DATE -

TYPE OF FILING -

Ben J. Maltese  
ISSUING OFFICER  
Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater 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 -                   0 - 10,000 gallons                   \$ 2.50  
                          Maximum monthly charge               \$31.50
- MINIMUM CHARGE - Applicable Base Facility Charge (BFC)
- 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 wastewater service, service may then be discontinued.

EFFECTIVE DATE - May 24, 2005

TYPE OF FILING - Transfer of Certificate

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

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

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING -

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE - May 24, 2005

TYPE OF FILING - Transfer of Certificate

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

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

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

EFFECTIVE DATE -

TYPE OF FILING -

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE .....	19.0
COPY OF CUSTOMER'S BILL .....	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	N/A

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE



MSM UTILITIES, LLC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NO DEPOSIT CHARGED

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

APPLICATION FOR WATER OR WASTEWATER SERVICE

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

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

\_\_\_\_\_ City State Zip

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

\_\_\_\_\_ City State Zip

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

Service requested: Water \_\_\_ Wastewater \_\_\_ Both \_\_\_

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 wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. The Company may refuse or discontinue wastewater 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 wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - 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 A 24 hour written notice prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

MSM UTILITIES, LLC  
9696 Bonita Beach Road, Suite 210  
Bonita Springs, Florida 34135

Water and Sewer Bill

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Current Reading: \_\_\_\_\_

Last Reading: \_\_\_\_\_

Gallons Used: (x1000) \_\_\_\_\_

Water

Base Rate: .....\$ 10.50

Usage: .....

Sewer

Base Rate: .....\$ 6.50

Usage: .....

Current Balance: .....

Past Due: .....

TOTAL DUE: .....

Billing Period \_\_\_\_\_ to \_\_\_\_\_

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges .....	N/A
Service Availability Policy .....	22.0

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

MSM UTILITIES, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides service to the Oaks at Rivers Edge (Formerly Hunter Creek Village). The developer shall install the wastewater collection lines to the boundary of each new lot and the lot owner or the developer shall pay all approved service availability fees for the lots that are developed and must connect to the wastewater system to receive service.

Ben J. Maltese  
ISSUING OFFICER

Managing Partner  
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

611-W

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

MSM Utilities, LLC

Whose principal address is:

9696 Bonita Beach Road, Suite 210  
Bonita Springs, FL 34135  
(Charlotte County)

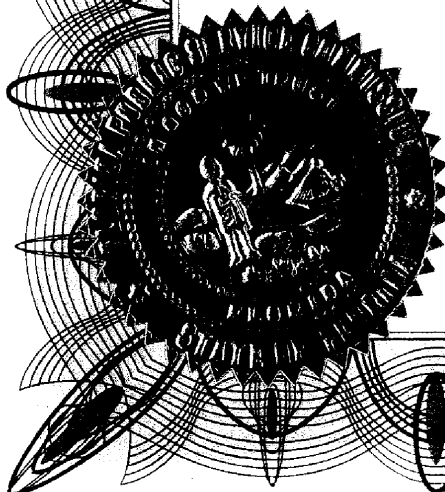
to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

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

ORDER	PSC-99-0756-FOF-WS	DOCKET	980731-WS
ORDER	PSC-05-0147-PAA	DOCKET	031042-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

  
Commission Clerk and Administrative  
Services Director



**FLORIDA PUBLIC SERVICE COMMISSION**

Certificate Number

527-S

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

MSM Utilities, LLC

Whose principal address is:

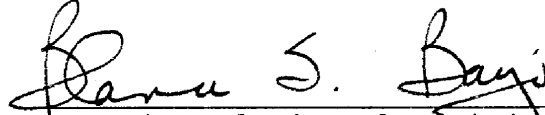
9696 Bonita Beach Road, Suite 210  
Bonita Springs, FL 34135  
(Charlotte County)

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	PSC-99-0756-FOF-WS	DOCKET	980731-WS
ORDER	PSC-05-0147-PAA	DOCKET	031042-WS
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BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION



Commission Clerk and Administrative  
Services Director

