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ROBERT M. C. ROSE, (1924-2006)

July 9, 2008

**VIA HAND DELIVERY**

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Docket No. 080242  
MSKP Town and Country, LLC d/b/a Town & Country Utility;  
Water and Wastewater Tariffs  
Our File No. 40050.03

RECEIVED-FPSC  
08 JUL -9 AM 10:49  
COMMISSION  
CLERK

Dear Ms. Cole:

Enclosed for filing in the above referenced docket please find an original and seven (7) copies of the Water Tariff and Wastewater Tariff for approval by the Public Service Commission.

Should you have any questions regarding this matter, please do not hesitate to call.

CMP \_\_\_\_\_  
COM \_\_\_\_\_  
CTR \_\_\_\_\_  
SCP \_\_\_\_\_  
CCL 2 \_\_\_\_\_  
CFC \_\_\_\_\_  
RCA \_\_\_\_\_ JRJ/kem  
COR \_\_\_\_\_ Enclosures  
CHA \_\_\_\_\_ cc: Michael Acosta, P.E. (without enclosure)  
SEC \_\_\_\_\_ Erica Chutkan, Esq. (without enclosure)  
OTH \_\_\_\_\_

Sincerely,



John R. Jenkins  
For the Firm

DOCUMENT NUMBER-DATE

05904 JUL -9 g

FPSC-COMMISSION CLERK

WATER TARIFF

MSKP Town and Country, LLC d/b/a Town & Country Utility  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

DOCUMENT NUMBER-DATE  
05904 JUL-98  
FPSC-COMMISSION CLERK

WATER TARIFF

MSKP Town and Country, LLC d/b/a Town & Country Utility  
NAME OF COMPANY

17837 Murdock Circle

Port Charlotte, Florida 33948

(941) 235-6900

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

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CHARLES DESANTI  
ISSUING OFFICER

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TITLE

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 613-W

COUNTY - Charlotte and Lee

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-06-0808-FOF-WU	10/2/06	060536-WU	Transfer to Government
PSC-06-0809-FOF-WU	10/2/06	060520-WU	Transfer of Majority Organizational Control

(Continue to Sheet No. 3.1)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

## WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

## CHARLOTTE COUNTY PARCEL:

A parcel of land lying within Sections 28, 29, 31 through 33, Township 41 South, Range 26 East, AND, Sections 4 through 10, Sections 15 through 17 and Sections 19 through 36, Township 42 South, Range 26 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of Beginning of the parcel of land herein described; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: N00°36'46"E a distance of 5336.09 feet, N00°26'10"E a distance of 5282.78 feet and N00°31'45"E a distance of 4197.65 feet; Thence S77°54'41"E a distance of 707.35 feet; Thence N81°38'00"E a distance of 5168.06 feet; Thence N82°12'01"E a distance of 711.51 feet; Thence N62°45'03"E a distance of 4638.50 feet; Thence N28°10'55"W a distance of 1272.65 feet; Thence N69°50'23"E a distance of 1104.32 feet; Thence S45°00'57"E a distance of 266.61 feet; Thence N71°59'01"E a distance of 448.55 feet; Thence N12°51'59"W a distance of 1862.42 feet; Thence N13°56'09"E a distance of 1953.99 feet; Thence N50°03'22"W a distance of 2565.68 feet; Thence S63°01'21"W a distance of 1215.04 feet; Thence N70°04'12"W a distance of 1843.56 feet; Thence N57°46'34"W a distance of 530.23 feet; Thence N24°01'11"W a distance of 975.16 feet; Thence N86°25'58"W a distance of 385.81 feet; Thence N38°10'48"W a distance of 551.49 feet; Thence S59°20'29"W a distance of 577.78 feet; Thence N73°15'18"W a distance of 661.18 feet; Thence N09°11'59"E a distance of 1325.91 feet; Thence N16°46'15"W a distance of 1740.31 feet; Thence N00°01'22"W a distance of 2084.14 feet; Thence N89°25'59"W a distance of 3804.51 feet to a point lying 300.00 feet East of the East right-of-way line for State Road No. 31; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: N00°34'01"E a distance of 789.90 feet and N00°48'43"W a distance of 2979.88 feet; Thence N89°11'17"E a distance of 5661.25 feet; Thence N00°00'03"W a distance of 2799.47 feet; Thence N89°59'57"E a distance of 3566.96 feet; Thence S41°13'25"E a distance of 2825.30 feet; Thence S00°00'00"W a distance of 1967.31 feet; Thence S89°59'52"E a distance of 688.23 feet; Thence S00°00'29"E a distance of 324.64 feet; Thence S39°50'11"E a distance of 190.87 feet; Thence S00°00'03"E a distance of 1218.43 feet; Thence S89°51'42"E a distance of 67.91 feet; Thence S01°26'06"E a distance of 897.46 feet; Thence S74°19'19"E a distance of 1689.13 feet; Thence N79°06'55"E a distance of 475.22 feet; Thence S26°13'22"E a distance of 802.17 feet; Thence S19°47'08"E a distance of 527.22 feet; Thence S05°04'15"E a distance of 1832.85 feet; Thence S32°40'01"E a distance of 186.12 feet; Thence S13°05'30"W a distance of 201.97 feet; Thence S07°19'37"E a distance of 171.40 feet; Thence S42°54'55"E a distance of 643.22 feet; Thence S25°12'33"E a distance of 261.14 feet; Thence S00°28'20"W a distance of 674.54 feet; Thence S03°43'40"W a distance of 687.25 feet; Thence S08°01'21"E a distance of 493.34 feet; Thence S19°48'25"E a distance of 366.26 feet; Thence N78°50'16"E a distance of 687.98 feet; Thence S13°36'57"E a distance of 2507.44 feet; Thence S52°37'55"W a distance of 867.79 feet; Thence S21°59'06"E a distance of 1739.24 feet; Thence S55°42'26"W a distance of 195.73 feet; Thence S22°47'49"W a distance of 5491.07 feet; Thence S05°03'05"W a distance of 533.38 feet; Thence S20°54'51"E a distance of 336.88 feet; Thence S80°06'18"E a

(Continued on Sheet No. 3.2)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

## WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED (Continued)

distance of 334.86 feet; Thence N89°59'33"E a distance of 307.21 feet; Thence N62°56'46"E a distance of 516.44 feet; Thence N52°01'16"E a distance of 818.38 feet; Thence S42°01'35"E a distance of 1162.99 feet; Thence S39°20'59"E a distance of 1779.24 feet; Thence S04°14'12"W a distance of 1329.65 feet; Thence S51°39'36"E a distance of 782.57 feet; Thence N89°45'02"E a distance of 4154.67 feet; Thence N00°18'50"W a distance of 1309.98 feet; Thence S74°38'25"W a distance of 1635.76 feet; Thence N20°29'11"W a distance of 1376.98 feet; Thence N21°08'17"E a distance of 865.48 feet; Thence N69°00'57"E a distance of 1518.26 feet; Thence S49°18'31"E a distance of 2362.36 feet; Thence N72°42'44"E a distance of 1430.88 feet; Thence S70°02'41"E a distance of 1332.47 feet; Thence S30°17'33"E a distance of 1686.70 feet; Thence N83°12'47"E a distance of 1373.39 feet; Thence S66°40'38"E a distance of 200.63 feet; Thence S05°46'23"W a distance of 1058.61 feet; Thence S00°00'40"E a distance of 10185.99 feet to a point on the South line of Section 36, Township 42 South, Range 26 East; Thence N89°35'44"W a distance of 3430.81 feet to the Southwest corner of said Section 36; Thence N89°35'44"W a distance of 5294.84 feet to the Southeast corner of Section 34, Township 42 South, Range 26 East; Thence N89°35'44"W a distance of 5294.83 feet to the Southwest corner of said Section 34; Thence N89°37'16"W a distance of 5289.35 feet to the Southeast corner of Section 32, Township 42 South, Range 26 East; Thence N89°41'45"W a distance of 5306.31 feet to the Southwest corner of said Section 32; Thence N89°41'45"W, along the South line of Section 31, Township 42 South, Range 26 East, a distance of 4889.98 feet to the Point of Beginning.  
Containing 13,503.84 acres, more or less.

Bearings hereinabove mentioned are based on the South line of Section 31, Township 42 South, Range 26 East to bear S89°41'45"E. Dimensions and acreage is in Ground Values.

## LEE COUNTY PARCEL:

A parcel of land lying within Sections 1 through 7 and Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 4889.98 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41'45"E a distance of 5306.31 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East; Thence S89°37'16"E a distance of 5289.35 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.83 feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.84 feet to the Northeast corner of Section 2, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of Section 1, Township 43 South, Range 26 East, a distance of 155.77 feet; Thence S09°58'52"W a distance of 4668.17 feet; Thence S04°10'14"W a distance of 283.53 feet; Thence S03°53'19"E a distance of 515.34 feet to a point on the South line of Section 2, Township 43 South, Range 26 East (said point being 558.43 feet West of the Southeast corner of said Section 2); Thence

(Continue to Sheet 3.3)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED (Continued)

N88°38'22"W a distance of 2084.17 feet to the South one-quarter corner of said Section 2; Thence N88°38'42"W a distance of 2642.18 feet to the Southwest corner of said Section 2; Thence N89°51'49"W a distance of 5300.33 feet to the Southwest corner of Section 3, Township 43 South, Range 26 East; Thence N89°51'54"W a distance of 2650.21 feet to the South one-quarter corner of Section 4, Township 43 South, Range 26 East; Thence S00°23'25"W a distance of 1330.71 feet to the Southwest corner of the North one-half of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East; Thence S06°02'41"E a distance of 1338.42 feet to a point on the North line of the Southeast one-quarter of said Section 9 (said point being 150.00 feet East of the Northwest corner of the Southeast one-quarter of said Section 9); Thence S00°22'58"W, parallel with and 150.00 feet East of the West line of the Southeast one-quarter of said Section 9, a distance of 2611.68 feet to a point on the North right-of-way line of County Road No. 78; Thence along said right-of-way line the following courses and distances, N89°54'54"W a distance of 150.27 feet and N89°54'44"W a distance of 2649.07 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2612.14 feet to the West one-quarter corner of said Section 9; Thence N00°21'56"E a distance of 2663.25 feet to the Southeast corner of Section 5, Township 43 South, Range 26 East; Thence N89°52'00"W a distance of 2666.82 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2667.54 feet to the Southwest corner of said Section 5; Thence S00°23'16"W, along the East line of Section 7, Township 43 South, Range 26 East, a distance of 5294.24 feet to a point on the North right-of-way line of County Road No. 78; Thence Westerly along the curved right-of-way line, (said curve being curved concave to the North, having a delta angle of 00°53'52" and a radius of 11339.17 feet, with a chord bearing of N89°19'12"W and a chord length of 177.69 feet) a distance of 177.69 feet to the end of the curve; Thence N88°52'16"W, along said North right-of-way line, a distance of 4406.54 feet to the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Northeast, having a delta angle of 24°26'20" and a radius of 522.96 feet, with a chord bearing of N76°39'06"W and a chord length of 221.39 feet) a distance of 223.07 feet to a point that is 300.00 feet East of the East right-of-way line of State Road No. 31; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances, N00°19'49"E a distance of 5249.36 feet, N00°18'54"E a distance of 5312.90 feet and N00°36'46"E a distance of 0.97 feet to the Point of Beginning. Containing 4085.77 acres, more or less.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E. Dimensions and acreage is in Ground Values.

AND

A parcel of land lying within Sections 4, 8, 9 & 10, Township 42 South, Range 26 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: N00°36'46"E a distance of 5336.09 feet, N00°26'10"E a distance of 5282.78 feet and N00°31'45"E a distance

(Continue to Sheet 3.4)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE



WATER TARIFF

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED (Continued)

of 4197.65 feet; Thence S77°54'41"E a distance of 707.35 feet; Thence N81°38'00"E a distance of 5168.06 feet; Thence N82°12'01"E a distance of 711.51 feet; Thence N62°45'03"E a distance of 4638.50 feet; Thence N28°10'55"W a distance of 1272.65 feet; Thence N69°50'23"E a distance of 1104.32 feet; Thence S45°00'57"E a distance of 266.61 feet; Thence N71°59'01"E a distance of 448.55 feet; Thence N12°51'59"W a distance of 1862.42 feet; Thence N13°56'09"E a distance of 1953.99 feet to the Point of Beginning of the parcel of land herein described; Thence N50°03'22"W a distance of 2565.68 feet; Thence N16°06'21"W a distance of 112.93 feet; Thence N55°51'49"E a distance of 407.98 feet; Thence N07°18'40"E a distance of 92.81 feet; Thence N59°39'35"W a distance of 303.72 feet; Thence N25°19'30"W a distance of 193.22 feet; Thence N06°58'19"E a distance of 214.01 feet; Thence N32°43'18"E a distance of 166.27 feet; Thence N47°58'33"E a distance of 193.91 feet; Thence N19°42'31"W a distance of 203.08 feet; Thence N00°17'17"E a distance of 475.31 feet; Thence N81°25'09"E a distance of 126.58 feet; Thence S73°44'02"E a distance of 396.05 feet; Thence N81°17'38"E a distance of 296.24 feet; Thence N71°01'06"E a distance of 384.58 feet; Thence S68°56'49"E a distance of 749.00 feet; Thence S79°30'38"E a distance of 582.04 feet; Thence N83°32'12"E a distance of 356.49 feet; Thence N74°00'02"E a distance of 299.71 feet; Thence N05°19'34"E a distance of 1022.72 feet; Thence N64°11'27"E a distance of 243.96 feet; Thence S71°07'35"E a distance of 400.11 feet; Thence N81°41'37"E a distance of 1263.06 feet; Thence S07°19'37"E a distance of 171.40 feet; Thence S42°54'55"E a distance of 643.22 feet; Thence S25°12'33"E a distance of 261.14 feet; Thence S00°28'20"W a distance of 674.54 feet; Thence S03°43'40"W a distance of 687.25 feet; Thence S08°01'21"E a distance of 493.34 feet; Thence S19°48'25"E a distance of 366.26 feet; Thence S74°08'41"W a distance of 89.82 feet; Thence S12°32'01"W a distance of 248.66 feet; Thence S00°00'00"E a distance of 66.39 feet; Thence N88°10'57"W a distance of 130.84 feet; Thence N61°14'03"W a distance of 168.13 feet; Thence N53°45'35"W a distance of 270.23 feet; Thence N32°26'31"W a distance of 208.95 feet; Thence N02°18'52"W a distance of 205.56 feet; Thence N06°00'44"W a distance of 396.36 feet; Thence N47°18'30"W a distance of 73.43 feet; Thence S87°56'18"W a distance of 754.49 feet; Thence S11°43'23"E a distance of 572.09 feet; Thence S83°57'27"W a distance of 432.85 feet; Thence N69°09'26"W a distance of 226.56 feet; Thence N11°02'12"W a distance of 683.05 feet; Thence S71°52'39"W a distance of 867.08 feet; Thence S41°21'09"W a distance of 724.50 feet; Thence S32°33'19"W a distance of 330.66 feet; Thence S52°25'04"W a distance of 263.67 feet; Thence S76°22'12"W a distance of 363.38 feet; Thence S20°26'14"E a distance of 1069.45 feet to the Point of Beginning.  
Containing 302.34 acres, more or less.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E. Dimensions and acreage is in Ground Values.

300' STRIP:

The East 300.00 feet of the West 350.00 feet of Section 31, Township 41 South, Range 26 East, Charlotte County, Florida. Less the North 2,420.17 feet thereof.  
AND,

(Continued on Sheet No. 3.5)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 3.4)

DESCRIPTION OF TERRITORY SERVED (Continued)

The East 300.00 feet of the West 350.00 feet of Sections 6, 7, 18, 19, 30 and 31, Township 42 South, Range 26 East, Charlotte County, Florida.

AND,

The East 300.00 feet of the West 350.00 feet of Sections 6 and 7, Township 43 South, Range 26 East, Lee County, Florida.

Containing 366.2 acres, more or less.

CHARLES DESANTI  
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TITLE

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Charlotte and Lee	Babcock Ranch Community	All	All

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TITLE

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 utility which is MSKP Town and Country, LLC d/b/a Town & Country Utility or Service Company.
- 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.
- 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.

(Continued to Sheet No. 5.1)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 5.0)

- 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.

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

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CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 6.0)

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CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

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.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE



WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

- 10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and 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)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

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 in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

CHARLES DESANTI  
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PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the Customer as the case may be pursuant to Rule 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.

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WATER TARIFF

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WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8 x 3/4"	\$ 18.18
	1"	45.45
	1 1/2"	90.90
	2"	145.44
	3"	290.88
	4"	454.50
	6"	909.00
	8"	1,454.40
	10"	2,090.70

GALLONAGE CHARGE - \$3.61 (Per 1,000 gallons)

MINIMUM CHARGE - Base Facility Charge

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 - August 1, 2008

TYPE OF FILING - Reorganization and Name Change

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PRESIDENT  
TITLE

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 -

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8 x 3/4"	\$ 18.18
	1"	45.45
	1 1/2"	90.90

GALLONAGE CHARGE- (Per 1,000 gallons)

0-5,000 gallons	\$ 3.61
Over 5,000 gallons	5.27

MINIMUM CHARGE - Base Facility Charge

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 - August 1, 2008

TYPE OF FILING - Reorganization and Name Change

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TITLE

WATER TARIFF

NON-POTABLE AGRICULTURAL SERVICE

RATE SCHEDULE NPAS

AVAILABILITY - Available for all requests for non-potable agricultural service water throughout the area served by the Company.

APPLICABILITY - Available for all requests for non-potable agricultural service water throughout the area served by the Company.

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

BILLING PERIOD - Monthly

RATE - Flat Rate

<u>Well Size</u>	<u>Base Facility Charge</u>
1"	\$ 5.14
2"	16.48
3"	32.96
4"	51.50
5"	86.52
6"	103.00
7"	144.20
8"	164.80
9"	214.24
10"	236.90
12"	442.90

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - August 1, 2008

TYPE OF FILING - Reorganization and Name Change

CHARLES DESANTI  
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TITLE

WATER TARIFF

RAW WATER SERVICE

RATE SCHEDULE RWS

- AVAILABILITY - Available for all requests for bulk raw water purchased for treatment and resale.
- APPLICABILITY - Available for all requests for bulk raw water purchased for treatment and resale.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE -

Gallonge Charge per 1,000 Gallons Used: \$ 0.50

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

- EFFECTIVE DATE - August 1, 2008
- TYPE OF FILING - Reorganization and Name Change

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ISSUING OFFICER

PRESIDENT  
TITLE



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>Meter Size</u>	<u>Deposit</u>
5/8" x 3/4"	\$ 72.00

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 April 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 – August 1, 2008

TYPE OF FILING – Reorganization and Name Change

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TITLE

WATER TARIFF

METER TEST DEPOSITS

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"	\$25.00
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 – August 1, 2008

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TITLE

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Payment Fee	\$ <u>5.00</u>

EFFECTIVE DATE – August 1, 2008

TYPE OF FILING – Reorganization and Name Change

CHARLES DESANTI  
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TITLE

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAILABILITY POLICY SHEET/RULE NO.</u>
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (225 GPD) .....	\$ 18.18	25.3 / 5.0
All others-per ERC/month .....	\$ 18.18	25.3 / 5.0
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( )GPD .....	\$ N/A	25.3 / 5.0
All others-per gallon/month .....	\$ N/A	25.3 / 5.0
Inspection Fee .....	\$ <sup>1</sup> Actual Cost	25.7 / 16.0
<u>Main Extension Charge</u>		
Residential-per ERC (225 GPD) .....	\$ 2,500.00	25.2 / 3.4
All others-per gallon.....	\$ 11.11	25.2 / 3.4
or		
Residential-per lot ( )foot frontage).....	\$ N/A	25.2 / 3.4
All others-per front foot.....	\$ N/A	25.2 / 3.4
Plan Review Charge .....	\$ <sup>1</sup> Actual Cost	25.5 / 11.0
<u>Meter Installation Fee (for electronic radio transmitter (ERT) meters)</u>		
5/8" x 3/4" metered service .....	\$ 300.00	25.3 / 6.0
1" metered service.....	\$ <sup>1</sup> Actual Cost	25.3 / 6.0
1 1/2" metered service.....	\$ <sup>1</sup> Actual Cost	25.3 / 6.0
2" metered service .....	\$ <sup>1</sup> Actual Cost	25.3 / 6.0
Over 2" metered service .....	\$ <sup>1</sup> Actual Cost	25.3 / 6.0
<u>Plant Capacity Charge</u>		
Residential-per ERC (225 GPD) .....	\$ 2,700.00	25.2 / 3.3
All others-per gallon.....	\$ 12.00	25.2 / 3.3

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

EFFECTIVE DATE – August 1, 2008

TYPE OF FILING – Reorganization and Name Change

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ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

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CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

HELD FOR FUTURE USE

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

APPLICATION FOR WATER SERVICE

MSKP Town and Country, LLC d/b/a Town & Country Utility

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.
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 (oral, written) notice within \_\_\_\_ days prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

COPY OF CUSTOMER'S BILL

MSKP Town and Country, LLC d/b/a Town & Country Utility  
 17837 Murdock Circle  
 Port Charlotte, Florida 33948

Service From		To									
Account											
Current	Previous	Consumption	Amount								
						Return This Stub With Your Payment To:					
						Account Number:		Total Due:			
Billing Date		Previous Balance									
Due Date		Total Due									
		Billing Date:		Date Due:							

CHARLES DESANTI  
 ISSUING OFFICER

PRESIDENT  
 TITLE



WATER TARIFF

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(Continued from Sheet No. 24.0)

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ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

SERVICE AVAILABILITY POLICY

1.0 PURPOSE.

The Company establishes this policy for the purpose of creating a uniform method of determining the contribution in aid of construction to be paid and other conditions to be met by property owners, builders or developers (hereafter, individually or collectively, referred to as "Contributor") seeking to obtain water service from the Company within its service territory.

2.0 AVAILABILITY.

The provisions of this policy are applicable to Contributors throughout the Company's service territory, subject only to matters of economic feasibility.

3.0 REQUIREMENT FOR PAYMENT OF CONTRIBUTIONS IN AID OF CONSTRUCTION.

The Company declares that it will receive as contributions in aid of construction ("CIAC") from Contributor(s) contributions in kind and/or cash payments, as provided in a separate written developer's agreement, in order to defray the Company's acquisition, engineering, administrative, construction and/or improvement costs for the property, facilities, equipment and professional services necessary to provide service to the Contributor's property.

3.1 PLANT CAPACITY CHARGES.

The Company requires that all Contributors pay a pro rata share of the cost of the Company's water treatment plant, and backbone (spine) transmission system, as Plant Capacity Charges, irrespective of whether the facilities have been constructed or may in the future be constructed. Plant Capacity Charges are calculated based upon the estimated demand of the Contributor's proposed installations and improvements upon the Company's transmission and treatment facilities and are computed by multiplying the charges set forth on the Schedule of Fees and Charges by the estimated daily consumption provided in the Table of Daily Flows. Plant Capacity Charges are payable upon execution of a Developer Agreement or, at Company's discretion, one-half at the time of site development approval with the balance due at the time of building permit approval. At no time will service commence to property prior to payment in full of all Plant Capacity Charges.

3.2 DEFINITIONS.

"On-Site Facilities" means those distribution facilities used to deliver water service within the Contributor's property that are situated within the boundaries of the Contributor's property up to the Point of Delivery. The term "Point of Delivery" means, for metered service, the outlet connection of the meter, and, for non-metered service, the point at which the Company's piping connects with the Contributor's piping. The repair and maintenance of the facilities comprising the Customer's Installation (as previously defined) will be the responsibility of the Contributor or Customer.

"Off-Site Facilities" means those transmission mains and appurtenant facilities which connect the Spine System to the On-Site Facilities within the Contributor's property. See Rule 25-30.515(14), Florida Administrative Code.

(Continued on Sheet No. 25.1)

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TITLE

WATER TARIFF

(Continued from Sheet 25.0)

"Backbone or Spine System" means those transmission mains and appurtenant facilities constructed by the Company which connect to the treatment plant and deliver water to the various villages comprising the service area. The cost of the Spine System is recovered in part through the Plant Capacity Charge.

3.3 PROPERTY CIAC.

The Company requires the Contributor to install the On-Site Facilities and Off-Site Facilities, subject to the Company's approval of the design and construction of the facilities. The Contributor is responsible for financing the design and construction of the On-Site Facilities and Off-Site Facilities in a manner that permits transfer of control and ownership of the facilities to the Company free and clear of all liens and encumbrances. All transfers of On-Site Facilities and Off-Site Facilities must be in a form reasonably satisfactory to Service Company's attorney and must be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances. All expenses associated with the design and construction of the On-Site Facilities and Off-Site Facilities, including, but not limited to, permit fees and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering must be paid by the Contributor.

The Company may install or require the installation of Off-Site Facilities for the Company to be able to provide service to other properties in accordance with the master plan of the Company. If so requested by the Company, the Contributor will be required to advance the entire cost. The cost in excess of the cost of the hydraulic capacity needed to serve the Contributor's property will be subject to a refundable advance agreement between the Company and the Contributor.

The determination of the hydraulic share will be based upon reasonable engineering judgment, which will include the Company's demand of (a) the area to be developed; (b) the development trends in the surrounding territory; (c) the consumer density and estimated use of service by the proposed development; and (d) the hydraulic share method or the front footage method, whenever practicable.

The Company may, at its sole option, design and install On-Site Facilities and Off-Site Facilities and require the Contributor to pay the Company's Main Extension Charges associated with the capacity to be served.

(Continued on Sheet No. 25.2)

CHARLES DESANTI  
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TITLE

WATER TARIFF

(Continued from Sheet 25.1)

3.4 MAIN EXTENSION CHARGES.

If the Company elects to be responsible for the design, construction, installation and connection of the On-Site Facilities and Off-Site facilities as set forth in this policy, the Contributor must pay to the Company the Company's main extension charges in an amount corresponding to the capacity (in ERCs) to be served by the On-Site and Off-Site Facilities. Main Extension Charge payments are due when Plant Capacity Charges are paid.

3.5 GALLONS PER DAY, WATER AND WASTEWATER.

The Table of Daily Flows included with this policy will be used to compute Plant Capacity Charges and, if applicable, Main Extension Charges. If there are common facilities for multiple dwelling units such as irrigation, laundering, recreation facilities and commercial and commercial/residential facilities, the determination of Plant Capacity Charges and Main Extension Charges will be based upon the use characteristic defined by engineering data supplied by the prospective Contributor as accepted by the Company.

4.0 DEVELOPER AGREEMENTS.

Subject to Commission rules to the contrary, the Company requires a Contributor to enter into a written Developer Agreement with the Company, whose terms are consistent with the provisions of this policy. The Contributor, in addition to the other fees and charges set forth in this policy and the Company's Tariff, must bear the cost of the Company negotiating, preparing and executing the Developer Agreement, including the Company's attorneys' fees and administrative costs.

5.0 WATER AND WASTEWATER CAPACITY RESERVATION AND GUARANTEED REVENUE.

Upon payment by the Contributor of all costs and charges required by the Company and execution of a Developer Agreement, the Company will reserve capacity, as set forth in the Developer Agreement. If, for example, the Contributor contemplates construction of a single-family residence upon the Contributor's property with a calculated demand of two hundred twenty five (225) gallons per day, that capacity will be built or reserved for the Contributor. The Company is not obligated to provide capacity or service in excess of the Contributor's reservation and may require Consumers to curtail use that exceeds the Contributor's reserved capacity, if there is an above average demand on a consistent basis, as determined by the Company. The Company may also require the Contributor to pay fees and make necessary commitments based, in the Company's discretion, on the actual and experienced demand in those portions of the Company's service territory where demonstrated demand characteristics of customers exceed the daily rated gallons of demand as set forth in the Table of Daily Flows.

For example, when the Company's records and experience reflect that a single-family residence of the type which the Contributor proposes to build in a specific community places demand during certain times of the year equal to 600 gallons per day, the charges per gallon demand set forth in Paragraph 3.3 of this policy will be multiplied by 600 gallons. Similarly, in the event a Contributor, builder or customer requests a meter size larger than 5/8 x 3/4" for a single family residence, the ERC

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determination, Plant Capacity Charge and Main Extension Charge shall be based on the American Water Works Association meter equivalency factor for the meter size requested. Under no circumstances will the Company be required to build or accept plans, specifications, fees, charges or agreements predicated upon demand for water service of less than 225 gallons per single-family residential equivalent per day. The Company may allocate water capacity reserved for the Contributor to other developers or Customers if the Company (i) has funds available to replace the facilities utilized by such developers or Contributors; (ii) has received preliminary approval by governmental authorities for construction of such facilities; and (iii) the anticipated completion date for construction of such new facilities is adequate to meet the Contributor's requirements for such facilities in accordance with the plan of development delivered to the Company. If the Company allocates reserved capacity to other developers under these circumstances, the Company will notify the Contributor and inform the Contributor that the Contributor has 30 days within which to file an objection with the Company, which must include notice that the Contributor will need the reserved capacity within the indicated period.

Guaranteed Revenue charges represent certain fixed costs of the system incurred prior to customers coming online which are charged to future users to offset the carrying costs of maintaining such capacity on their behalf. The Contributor will be required to pay guaranteed revenue which accrues for capacity reserved for Contributor's benefit in an amount set forth herein.

6.0 WATER METER INSTALLATION CHARGES.

The Company charges each Contributor requesting water service a Meter Installation Fee to defray the Company's actual cost for the meter(s), meter appurtenances and installation. Meter Installation Fees will be charged as set forth in the Service Availability Fees and Charges portion of the Company's Tariff.

6.1 CONSTRUCTION WATER.

For water supplied to contractors for testing and/or flushing new water mains or other construction purposes, metered service shall be billed in accordance with the Company's metered water general service. Unmetered service shall be billed at the consumption rate set forth in the Tariff or, if no unmetered rate for such service is identified, at the six inch (6") meter rate, or other rate that is most similar to that usage. Construction Meter Deposit is based on meter size with a \$15.00 connection and charge.

The water meter and appurtenances at all times will remain the property of the Company. If the Contributor requests to exchange an existing meter(s) for other than normal maintenance purposes, the Contributor will be charged the cost of the new meter, meter appurtenances and installation.

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6.2 BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL.

It is the policy of the Company to protect the quality of its drinking water from contamination through backflow or cross connection. The Company may require a developer to install a backflow prevention device or provide protection against actual or potential connection between the water system and any other source. At it's option, the Company may install such facilities, in which case the Contributor will be responsible for all direct and indirect actual costs associated with the installation of such facilities. Any such backflow prevention requirements will utilize commonly accepted and approved backflow prevention assemblies and test procedures.

7.0 RESERVED.

8.0 ACTION BY GOVERNMENTAL AUTHORITIES OR CURTAILMENT FROM OTHER CAUSES.

A requirement by any governmental authority to limit or curtail utility services, such as a moratorium, or any other cause beyond the Company's control, may restrict the use of utility services or curtail excess water service use. Contributors and Customers obtain reservation of water service or water service subject to this notice of limitation.

9.0 TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE.

The Company reserves the right to construct all facilities necessary to deliver water service to the Point of Delivery. If the Company elects to accept facilities constructed by someone other than the Company, the rules set forth in this section apply.

Each Contributor who has constructed portions of facilities must convey the component parts of the facilities to the Company by Bill of Sale, in a form satisfactory to the Company's attorney, together with such evidence as may be requested by the Company that the facilities to be transferred to the Company are free of all liens and encumbrances.

Facilities constituting Customer's connections on the Customer's side of the Point of Delivery are not to be transferred to the Company and will remain the property of individual Customers and their successors or assigns.

The Company will not accept title to any facility constructed by someone other than the Company unless and until the Company's engineer has approved the construction of the facilities and accepted the tests that determine that the construction of the facilities is in accordance with the criteria established by the Company. The Contributor must indemnify and hold the Company harmless from any replacements or repairs required to be made to contributed facilities for two years from the date of conveyance to the Company.

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The Contributor must maintain accurate cost records that support the construction costs of all facilities constructed by the Contributor, which are, thereafter, conveyed to the Company. The cost information must be furnished to the Company concurrently with delivery of the Bill of Sale. Delivery of this cost information is a prerequisite to the Company accepting the facilities.

The Contributor's cost records must be in sufficient detail in order for the Company to determine the description of each item being contributed, together with the cost related thereto. The cost records must include, at a minimum, the cost for permit fees, inspection, installation, analysis, testing, insurance, legal and engineering.

The Company may refuse connection and deny delivery of wastewater service to any Contributor or Customer seeking service until the provisions of this section are satisfied.

The Company's obligation to serve and maintain contributed facilities in single unit developments, such as a mobile home park, shopping center, or apartment complex, when the facilities are located wholly within the development, as opposed to public rights of way, extends only to the repair or replacement of the facilities. The Company is not liable for damages to, or the replacement or repair of, surface areas; however, the Company will exercise reasonable efforts to restore the surface area where the work was performed.

10.0 EASEMENTS AND RIGHTS-OF-WAY.

In addition to any other requirement set forth in this policy and the Company's Tariff, the Contributor is responsible, at its own cost, for obtaining all easements or rights-of-way necessary, to the Company's satisfaction, in order for the Company to be able to deliver water service. Easements must contain sufficient land in order to provide ingress and egress to the property where the facilities are situated, together with sufficient land, as required by the Company to install, maintain, remove, repair and replace the Company's facilities. All grants or conveyances to the Company must be (i) free and clear of all liens and encumbrances, (ii) in a form proper for recording, and (iii) satisfactory to the Company's attorney.

11.0 PLAN REVIEW FEES.

All engineering plans or designs for the construction of facilities by a Contributor or Customer, which are intended to be conveyed to the Company, are subject to review by the Company, at the Contributor or Customer's expense. The Company may charge a fee to review the plans and designs, which will be based upon the actual cost to the Company, including costs for the Company's engineer's review and administrative and legal costs.

11.1 PLANS AND SPECIFICATIONS

Contributor shall cause to be prepared and delivered to Company copies of applications for permits and finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the On-Site Facilities proposed to be installed provide service to Consumers within the Property. Such detailed plans may be limited to the first development phase only, and in such instance, plans for subsequent phases shall be furnished from time to time as such phases are to be developed. However, each such development phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Company concurrent

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with or prior to submission of engineering plans for the first development phase. Developer may modify such master plan any time in such a manner as to not interfere with Company's existing facilities and, upon modification, shall submit copies of the modified plan to Company.

Contributor shall cause its engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Company's engineer shall meet the minimum specifications of Company, as referenced in the MSKP Town and Country, LLC d/b/a Town & Country Utility Technical Standards and Specifications and shall be subject to the approval of Company, which approval shall not be unreasonably withheld or delayed. No construction shall commence until the Company and necessary regulatory agencies, if any, have approved such plans and specifications. If permits and approved plans are returned by regulatory agencies to Developer, Developer shall submit to Company a copy of water and/or wastewater permits and approved plans. Developer shall also supply to the Company an itemized list of materials and all contractors to be used covering all contract items.

12.0 APPROVAL OF CONTRACTORS.

The Company has the right to approve any contractors retained by the Contributor; however, the right to approve will not be unreasonably withheld by the Company.

13.0 INSPECTION OF PLUMBER'S HOOK UP.

It is the Contributor's responsibility to physically connect the Contributor's facilities with the Company's facilities. The Company may inspect all connections to ensure that connections are made in accordance with the Company's rules and are free from infiltration.

The Contributor must notify the Company of any proposed connection with the Company's facilities. Any connection must remain available for inspection by the Company and is subject to approval by the Company. If a connection is backfilled or covered without the Company having inspected the connection, the Contributor, at its own cost, will be required to make the connection available for the Company's inspection upon demand; however, the connection will be deemed approved by the Company if the Company does not inspect the connection within 48 hours after receiving notice that the connection is ready to be inspected.

The Company's right to inspect connection with its facilities does not mean that it has an obligation to inspect any connection. Moreover, inspections or tests conducted by the Company are not a guarantee by the Company as to materials, workmanship or compliance with standards. The Contributor retains the responsibility for the proper construction, installation and connection of the facilities.

14.0 DISPOSITION OF CAPACITY BY CONTRIBUTOR.

The Contributor may assign its reserved capacity if the assignee assumes all of the Contributor's obligations under the Contributor's Developer Agreement with the Company and the Contributor obtains the prior written consent of the Company. The Company will not withhold its consent to an assignment if it is in connection with a sale of the Contributor's property. The Contributor or assignee must pay the Company's legal and administrative costs incurred in connection with the assignment. The Company will not refund the Contributors' contributions-in-aid-of-construction upon any assignment.

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15.0 FACILITIES CONSTRUCTION.

Subject to contrary requirements set forth in the Company's Technical Standards and Specifications, if any On-Site or Off-Site Facilities are constructed by the Contributor, not less than 30 days prior to beginning construction, the Contributor must deliver to the Company a complete copy of the plans and specifications of the proposed On-Site or Off-Site Facilities. The Company will, within 20 days, determine the acceptability of the plans and specifications. If the Company objects to the plans and specifications or any part thereof, the Contributor must defer beginning construction pending the resolution of the Company's objections.

16.0 INSPECTIONS.

Subject to contrary requirements set forth in the Company's Technical Standards and Specifications, the Company may inspect the construction of the On-Site or Off-Site Facilities being built by the Contributor. The Company may charge an inspection fee for this service based upon the actual cost to Service Company, including the cost of independent contractors and administrative and legal costs.

17.0 EXTENSION OUTSIDE TERRITORY.

The Company is not obligated to provide service outside of its certificated territory; however, the Company may initiate formal proceedings before the Commission to do so on behalf of the Contributor. Under such circumstances, the Contributor will be responsible for all costs related thereto, including, but not limited to, engineering, administrative and legal costs. The Company will make extensions outside of its certificated territory only if the extensions and treatment plant reservation or expansion required to serve such extensions are economically feasible.

18.0 ADJUSTMENT PROVISIONS.

The charges set forth in this policy and the Company's Tariff may be adjusted or this policy may otherwise be modified in accordance with the applicable Rules and Regulations of the Commission.

19.0 REFUNDABLE ADVANCES.

The Company may require a refundable advance by a Contributor to temporarily defray the cost of any extension of facilities in excess of the size necessary to connect the Contributor's property with the Company's existing facilities. The Contributor may be required to advance to the Company additional Main Extension Charges or contribute additional facilities based upon the anticipated hydraulic load requirements of other undeveloped properties in accordance with the Company's master plan to serve surrounding areas. Charges paid by a Contributor beyond the Contributor's hydraulic share will be refunded to the Contributor in accordance with a refunding agreement that the Company negotiates with the Contributor, to be set forth in the Developer Agreement between the Company and Contributor. The refunding agreement will provide for a plan of refund based upon the extent of the Contributor's hydraulic share as compared to the cost of providing service to the other properties to be served by such facilities. The Company may limit the term of the refunding agreement to five years, after which the portion of the refund made to the Contributor will be retained by the Company. A Contributor may not recover an amount greater than the difference between the capitalized cost of such improvements and the Contributor's own share of such improvement. The Company does not include interest on the refund due the Contributor. The Company will make refunds to a Contributor on a pro rata basis as connections are made to the Company's facilities and payment

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for connection is made to the Company. The Company is not required to refund to a Contributor more than the Company has collected. Refunds by the Company to a Contributor is made on a semi-annual basis.

20.0 ESTIMATED TABLE OF DAILY FLOWS.

Types of Building	Usage
Apartments/Townhouses.....	225 gpd (1)
Bars and Cocktail Lounges.....	10 gpcd (2)
Country Clubs.....	20 gpcd
Hospitals.....	250 gpd/bed
Hotels and Motels.....	42 gpd/100 sq. ft.
Laundromats.....	500 gpd/washer
Medical Office.....	20 gpd/100 sq. ft.
Movie Theaters, Auditoriums (per seat).....	20 gpd
Nursing Homes.....	120 gpd/bed
Office Buildings.....	15 gpd/100 sq. ft.
Religious Facilities.....	15 gpd/100 sq. ft.
Restaurants (per seat).....	45 gpcd
Restaurants (fast food) (per seat).....	30 gpcd
Retail (without kitchen waste).....	20 gpd/100 sq. ft.
Schools (students and staff).....	22 gpcd
Single-Family Residential.....	225 gpd

- (1) gpd - gallons per day
- (2) gpcd - gallons per capita day

NOTE: For any uses not identified herein, daily flows will be addressed on a case-by-case basis.

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WASTEWATER TARIFF

MSKP Town and Country, LLC d/b/a Town & Country Utility  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

DOCUMENT NUMBER - DATE

05904 JUL -98

FPSC-COMMISSION CLERK

WASTEWATER TARIFF

MSKP Town and Country, LLC d/b/a Town & Country Utility  
NAME OF COMPANY

17837 Murdock Circle

Port Charlotte, Florida 33948

(941) 235-6900

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

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WASTEWATER TARIFF

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MSKP Town and Country, LLC d/b/a Town & Country Utility

ORIGINAL SHEET NO. 3.0

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 543-S

COUNTY - Charlotte and Lee

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-07-0076-PAA-SU	1/29/07	060602-SU	Original Certificate

(Continued to Sheet No. 3.1)

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WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

CHARLOTTE COUNTY PARCEL:

A parcel of land lying within Sections 28, 29, 31 through 33, Township 41 South, Range 26 East, AND, Sections 4 through 10, Sections 15 through 17 and Sections 19 through 36, Township 42 South, Range 26 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of Beginning of the parcel of land herein described; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: N00°36'46"E a distance of 5336.09 feet, N00°26'10"E a distance of 5282.78 feet and N00°31'45"E a distance of 4197.65 feet; Thence S77°54'41"E a distance of 707.35 feet; Thence N81°38'00"E a distance of 5168.06 feet; Thence N82°12'01"E a distance of 711.51 feet; Thence N62°45'03"E a distance of 4638.50 feet; Thence N28°10'55"W a distance of 1272.65 feet; Thence N69°50'23"E a distance of 1104.32 feet; Thence S45°00'57"E a distance of 266.61 feet; Thence N71°59'01"E a distance of 448.55 feet; Thence N12°51'59"W a distance of 1862.42 feet; Thence N13°56'09"E a distance of 1953.99 feet; Thence N50°03'22"W a distance of 2565.68 feet; Thence S63°01'21"W a distance of 1215.04 feet; Thence N70°04'12"W a distance of 1843.56 feet; Thence N57°46'34"W a distance of 530.23 feet; Thence N24°01'11"W a distance of 975.16 feet; Thence N86°25'58"W a distance of 385.81 feet; Thence N38°10'48"W a distance of 551.49 feet; Thence S59°20'29"W a distance of 577.78 feet; Thence N73°15'18"W a distance of 661.18 feet; Thence N09°11'59"E a distance of 1325.91 feet; Thence N16°46'15"W a distance of 1740.31 feet; Thence N00°01'22"W a distance of 2084.14 feet; Thence N89°25'59"W a distance of 3804.51 feet to a point lying 300.00 feet East of the East right-of-way line for State Road No. 31; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: N00°34'01"E a distance of 789.90 feet and N00°48'43"W a distance of 2979.88 feet; Thence N89°11'17"E a distance of 5661.25 feet; Thence N00°00'03"W a distance of 2799.47 feet; Thence N89°59'57"E a distance of 3566.96 feet; Thence S41°13'25"E a distance of 2825.30 feet; Thence S00°00'00"W a distance of 1967.31 feet; Thence S89°59'52"E a distance of 688.23 feet; Thence S00°00'29"E a distance of 324.64 feet; Thence S39°50'11"E a distance of 190.87 feet; Thence S00°00'03"E a distance of 1218.43 feet; Thence S89°51'42"E a distance of 67.91 feet; Thence S01°26'06"E a distance of 897.46 feet; Thence S74°19'19"E a distance of 1689.13 feet; Thence N79°06'55"E a distance of 475.22 feet; Thence S26°13'22"E a distance of 802.17 feet; Thence S19°47'08"E a distance of 527.22 feet; Thence S05°04'15"E a distance of 1832.85 feet; Thence S32°40'01"E a distance of 186.12 feet; Thence S13°05'30"W a distance of 201.97 feet; Thence S07°19'37"E a distance of 171.40 feet; Thence S42°54'55"E a distance of 643.22 feet; Thence S25°12'33"E a distance of 261.14 feet; Thence S00°28'20"W a distance of 674.54 feet; Thence S03°43'40"W a distance of 687.25 feet; Thence S08°01'21"E a distance of 493.34 feet; Thence S19°48'25"E a distance of 366.26 feet; Thence N78°50'16"E a distance of 687.98 feet; Thence S13°36'57"E a distance of 2507.44 feet; Thence S52°37'55"W

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WASTEWATER TARIFF

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DESCRIPTION OF TERRITORY SERVED (Continued)

a distance of 867.79 feet; Thence S21°59'06"E a distance of 1739.24 feet; Thence S55°42'26"W a distance of 195.73 feet; Thence S22°47'49"W a distance of 5491.07 feet; Thence S05°03'05"W a distance of 533.38 feet; Thence S20°54'51"E a distance of 336.88 feet; Thence S80°06'18"E a distance of 334.86 feet; Thence N89°59'33"E a distance of 307.21 feet; Thence N62°56'46"E a distance of 516.44 feet; Thence N52°01'16"E a distance of 818.38 feet; Thence S42°01'35"E a distance of 1162.99 feet; Thence S39°20'59"E a distance of 1779.24 feet; Thence S04°14'12"W a distance of 1329.65 feet; Thence S51°39'36"E a distance of 782.57 feet ; Thence N89°45'02"E a distance of 4154.67 feet; Thence N00°18'50"W a distance of 1309.98 feet; Thence S74°38'25"W a distance of 1635.76 feet; Thence N20°29'11"W a distance of 1376.98 feet; Thence N21°08'17"E a distance of 865.48 feet; Thence N69°00'57"E a distance of 1518.26 feet; Thence S49°18'31"E a distance of 2362.36 feet; Thence N72°42'44"E a distance of 1430.88 feet; Thence S70°02'41"E a distance of 1332.47 feet; Thence S30°17'33"E a distance of 1686.70 feet; Thence N83°12'47"E a distance of 1373.39 feet; Thence S66°40'38"E a distance of 200.63 feet; Thence S05°46'23"W a distance of 1058.61 feet; Thence S00°00'40"E a distance of 10185.99 feet to a point on the South line of Section 36, Township 42 South, Range 26 East; Thence N89°35'44"W a distance of 3430.81 feet to the Southwest corner of said Section 36; Thence N89°35'44"W a distance of 5294.84 feet to the Southeast corner of Section 34, Township 42 South, Range 26 East; Thence N89°35'44"W a distance of 5294.83 feet to the Southwest corner of said Section 34; Thence N89°37'16"W a distance of 5289.35 feet to the Southeast corner of Section 32, Township 42 South, Range 26 East; Thence N89°41'45"W a distance of 5306.31 feet to the Southwest corner of said Section 32; Thence N89°41'45"W, along the South line of Section 31, Township 42 South, Range 26 East, a distance of 4889.98 feet to the Point of Beginning.

Containing 13,503.84 acres, more or less.

Bearings hereinabove mentioned are based on the South line of Section 31, Township 42 South, Range 26 East to bear S89°41'45"E. Dimensions and acreage is in Ground Values.

LEE COUNTY PARCEL:

A parcel of land lying within Sections 1 through 7 and Section 9, Township 43 South, Range 26 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet to the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 4889.98 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41'45"E a distance of 5306.31 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East; Thence S89°37'16"E a distance of 5289.35 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.83

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(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED (Continued)

feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5294.84 feet to the Northeast corner of Section 2, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of Section 1, Township 43 South, Range 26 East, a distance of 155.77 feet; Thence S09°58'52"W a distance of 4668.17 feet; Thence S04°10'14"W a distance of 283.53 feet; Thence S03°53'19"E a distance of 515.34 feet to a point on the South line of Section 2, Township 43 South, Range 26 East (said point being 558.43 feet West of the Southeast corner of said Section 2); Thence N88°38'22"W a distance of 2084.17 feet to the South one-quarter corner of said Section 2; Thence N88°38'42"W a distance of 2642.18 feet to the Southwest corner of said Section 2; Thence N89°51'49"W a distance of 5300.33 feet to the Southwest corner of Section 3, Township 43 South, Range 26 East; Thence N89°51'54"W a distance of 2650.21 feet to the South one-quarter corner of Section 4, Township 43 South, Range 26 East; Thence S00°23'25"W a distance of 1330.71 feet to the Southwest corner of the North one-half of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East; Thence S06°02'41"E a distance of 1338.42 feet to a point on the North line of the Southeast one-quarter of said Section 9 (said point being 150.00 feet East of the Northwest corner of the Southeast one-quarter of said Section 9); Thence S00°22'58"W, parallel with and 150.00 feet East of the West line of the Southeast one-quarter of said Section 9, a distance of 2611.68 feet to a point on the North right-of-way line of County Road No. 78; Thence along said right-of-way line the following courses and distances, N89°54'54"W a distance of 150.27 feet and N89°54'44"W a distance of 2649.07 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2612.14 feet to the West one-quarter corner of said Section 9; Thence N00°21'56"E a distance of 2663.25 feet to the Southeast corner of Section 5, Township 43 South, Range 26 East; Thence N89°52'00"W a distance of 2666.82 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2667.54 feet to the Southwest corner of said Section 5; Thence S00°23'16"W, along the East line of Section 7, Township 43 South, Range 26 East, a distance of 5294.24 feet to a point on the North right-of-way line of County Road No. 78; Thence Westerly along the curved right-of-way line, (said curve being curved concave to the North, having a delta angle of 00°53'52" and a radius of 11339.17 feet, with a chord bearing of N89°19'12"W and a chord length of 177.69 feet) a distance of 177.69 feet to the end of the curve; Thence N88°52'16"W, along said North right-of-way line, a distance of 4406.54 feet to the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Northeast, having a delta angle of 24°26'20" and a radius of 522.96 feet, with a chord bearing of N76°39'06"W and a chord length of 221.39 feet) a distance of 223.07 feet to a point that is 300.00 feet East of the East right-of-way line of State Road No. 31; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances, N00°19'49"E a distance of 5249.36 feet, N00°18'54"E a distance of 5312.90 feet and N00°36'46"E a distance of 0.97 feet to the Point of Beginning.

Containing 4085.77 acres, more or less.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E. Dimensions and acreage is in Ground Values.

AND

(Continue to Sheet No. 3.4)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED (Continued)

A parcel of land lying within Sections 4, 8, 9 & 10, Township 42 South, Range 26 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 350.01 feet; Thence along a line 300.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: N00°36'46"E a distance of 5336.09 feet, N00°26'10"E a distance of 5282.78 feet and N00°31'45"E a distance of 4197.65 feet; Thence S77°54'41"E a distance of 707.35 feet; Thence N81°38'00"E a distance of 5168.06 feet; Thence N82°12'01"E a distance of 711.51 feet; Thence N62°45'03"E a distance of 4638.50 feet; Thence N28°10'55"W a distance of 1272.65 feet; Thence N69°50'23"E a distance of 1104.32 feet; Thence S45°00'57"E a distance of 266.61 feet; Thence N71°59'01"E a distance of 448.55 feet; Thence N12°51'59"W a distance of 1862.42 feet; Thence N13°56'09"E a distance of 1953.99 feet to the Point of Beginning of the parcel of land herein described; Thence N50°03'22"W a distance of 2565.68 feet; Thence N16°06'21"W a distance of 112.93 feet; Thence N55°51'49"E a distance of 407.98 feet; Thence N07°18'40"E a distance of 92.81 feet; Thence N59°39'35"W a distance of 303.72 feet; Thence N25°19'30"W a distance of 193.22 feet; Thence N06°58'19"E a distance of 214.01 feet; Thence N32°43'18"E a distance of 166.27 feet; Thence Thence S68°56'49"E a distance of 749.00 feet; Thence S79°30'38"E a distance of 582.04 feet; Thence N83°32'12"E a distance of 356.49 feet; Thence N74°00'02"E a distance of 299.71 feet; Thence N05°19'34"E a N47°58'33"E a distance of 193.91 feet; Thence N19°42'31"W a distance of 203.08 feet; Thence N00°17'17"E a distance of 475.31 feet; Thence N81°25'09"E a distance of 126.58 feet; Thence S73°44'02"E a distance of 396.05 feet; Thence N81°17'38"E a distance of 296.24 feet; Thence N71°01'06"E a distance of 384.58 feet; distance of 1022.72 feet; Thence N64°11'27"E a distance of 243.96 feet; Thence S71°07'35"E a distance of 400.11 feet; Thence N81°41'37"E a distance of 1263.06 feet; Thence S07°19'37"E a distance of 171.40 feet; Thence S42°54'55"E a distance of 643.22 feet; Thence S25°12'33"E a distance of 261.14 feet; Thence S00°28'20"W a distance of 674.54 feet; Thence S03°43'40"W a distance of 687.25 feet; Thence S08°01'21"E a distance of 493.34 feet; Thence S19°48'25"E a distance of 366.26 feet; Thence S74°08'41"W a distance of 89.82 feet; Thence S12°32'01"W a distance of 248.66 feet; Thence S00°00'00"E a distance of 66.39 feet; Thence N88°10'57"W a distance of 130.84 feet; Thence N61°14'03"W a distance of 168.13 feet; Thence N53°45'35"W a distance of 270.23 feet; Thence N32°26'31"W a distance of 208.95 feet; Thence N02°18'52"W a distance of 205.56 feet; Thence N06°00'44"W a distance of 396.36 feet; Thence N47°18'30"W a distance of 73.43 feet; Thence S87°56'18"W a distance of 754.49 feet; Thence S11°43'23"E a distance of 572.09 feet;

Thence S83°57'27"W a distance of 432.85 feet; Thence N69°09'26"W a distance of 226.56 feet; Thence 11°02'12"W a distance of 683.05 feet; Thence S71°52'39"W a distance of 867.08 feet; Thence S41°21'09"W a distance of 724.50 feet; Thence S32°33'19"W a distance of 330.66 feet; Thence S52°25'04"W a distance of 263.67 feet; Thence S76°22'12"W a distance of 363.38 feet; Thence S20°26'14"E a distance of 1069.45 feet to the Point of Beginning.

(Continue to Sheet No. 3.5)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 3.4)

DESCRIPTION OF TERRITORY SERVED (Continued)

Containing 302.34 acres, more or less.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E. Dimensions and acreage is in Ground Values.

300' STRIP:

The East 300.00 feet of the West 350.00 feet of Section 31, Township 41 South, Range 26 East, Charlotte County, Florida. Less the North 2,420.17 feet thereof.

AND,

The East 300.00 feet of the West 350.00 feet of Sections 6, 7, 18, 19, 30 and 31, Township 42 South, Range 26 East, Charlotte County, Florida.

AND,

The East 300.00 feet of the West 350.00 feet of Sections 6 and 7, Township 43 South, Range 26 East, Lee County, Florida.

Containing 366.2 acres, more or less.

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Charlotte and Lee	Babcock Ranch Community	All	All

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

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 MSKP Town and Country, LLC d/b/a Town & Country Utility or Service Company.
- 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)

CHARLES DESANTI  
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PRESIDENT  
TITLE

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.

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	8.0	12.0
Adjustment of Bills .....	10.0	20.0
Applications .....	7.0	3.0
Applications by Agents .....	7.0	4.0
Change of Customer's Installation .....	8.0	10.0
Continuity of Service .....	7.0	8.0
Customer Billing .....	9.0	15.0
Delinquent Bills .....	9.0	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)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE



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.....	9.0	18.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Wastewater.....	10.0	19.0

CHARLES DESANTI  
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PRESIDENT  
TITLE

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.

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.

(Continued on Sheet No. 8.0)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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 in full 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.

- 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.

(Continued on Sheet No. 9.0)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 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.
- 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 with wastewater service, 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)

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 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.

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits.....	14.0
General Service, GS.....	12.0
Miscellaneous Service Charges .....	15.0
Reclaimed Water Service, RCW. . . . .	13.1
Residential Service, RS.....	13.0
Service Availability Fees and Charges .....	16.0

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8 x 3/4"	\$ 24.77
	1"	61.93
	1 1/2"	123.85
	2"	198.16
	3"	396.32
	4"	619.25
	6"	1,238.50
	8"	1,981.60
	10"	2,848.55

GALLONAGE CHARGE- \$5.17 (per 1,000 gallons)

MINIMUM CHARGE - Base Facility Charge

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 - August 1, 2008

TYPE OF FILING - Reorganization and Name Change

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

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

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	All	\$ 24.77

GALLONAGE CHARGE- \$4.39 (per 1,000 gallons, to maximum of 10,000 gallons)

MINIMUM CHARGE - Base Facility Charge

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 - August 1, 2008

TYPE OF FILING - Reorganization and Name Change

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE



WASTEWATER TARIFF

RECLAIMED WATER SERVICE

RATE SCHEDULE RCW

AVAILABILITY - Available special contract to certain areas served by the Company.

APPLICABILITY - To the extent of its capacity and wastewater flows the Company will provide irrigation quality water using treated wastewater effluent.

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

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	All	N/A

GALLONAGE CHARGE- \$0.30 (per 1,000 gallons)

EFFECTIVE DATE - August 1, 2008

TYPE OF FILING - Reorganization and Name Change

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

SCHEDULE OF 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>Meter Size</u>	<u>Deposit</u>
5/8" x 3/4"	\$ 93.00
1"	232.50
1 1/2"	465.00
2" and Over	Based on estimated usage

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 April 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 - August 1, 2008

TYPE OF FILING - Reorganization and Name Change

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

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</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Payment Fee	\$ <u>5.00</u>

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

EFFECTIVE DATE - August 1, 2008

TYPE OF FILING - Reorganization and Name Change

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAILABILITY POLICY SHEET/RULE NO.</u>
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (225 GPD) .....	\$ 24.77	22.3 / 5.0
All others-per ERC/month .....	\$ 24.77	22.3 / 5.0
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( ) GPD .....	\$ N/A	22.3 / 5.0
All others-per gallon/month .....	\$ N/A	22.3 / 5.0
Inspection Fee .....	\$ <sup>1</sup> Actual Cost	25.7 / 16.0
<u>Main Extension Charge</u>		
Residential-per ERC (225 GPD) .....	\$ 4,000.00	25.2 / 3.4
All others-per gallon .....	\$ 17.78	25.2 / 3.4
or		
Residential-per lot ( ) foot frontage).....	\$ N/A	25.2 / 3.4
All others-per front foot.....	\$ N/A	25.2 / 3.4
Plan Review Charge .....	\$ <sup>1</sup> Actual Cost	25.5 / 11.0
<u>Plant Capacity Charge</u>		
Residential-per ERC (225 GPD) .....	\$ 3,800.00	24.0 / 3.3
All others-per gallon .....	\$ 16.89	24.0 / 3.3

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

EFFECTIVE DATE – August 1, 2008

TYPE OF FILING - Reorganization and Name Change

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ISSUING OFFICER

PRESIDENT  
TITLE

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INDEX OF STANDARD FORMS

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	18.0

CHARLES DESANTI  
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MSKP Town and Country, LLC d/b/a Town & Country Utility

ORIGINAL SHEET NO. 18.0

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

HELD FOR FUTURE USE

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

MSKP Town and Country, LLC d/b/a Town & Country Utility

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 (oral, written) notice within \_\_\_\_ days prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CHARLES DESANTI  
ISSUING OFFICER

PRESIDENT  
TITLE

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

MSKP Town and Country, LLC d/b/a Town & Country Utility  
 17837 Murdock Circle  
 Port Charlotte, Florida 33948

Service From		To			
Account					
Current	Previous	Consumption	Amount		
				Return This Stub With Your Payment To:	
				Account Number:	Total Due:
Billing Date		Previous Balance			
Due Date		Total Due			
				Billing Date:	
				Date Due:	

CHARLES DESANTI  
 ISSUING OFFICER

PRESIDENT  
 TITLE



WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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(Continued from Sheet No. 21.0)

INDEX OF SERVICE AVAILABILITY POLICY (cont'd)

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WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

1.0 PURPOSE.

The Company establishes this policy for the purpose of creating a uniform method of determining the contribution in aid of construction to be paid and other conditions to be met by property owners, builders or developers (hereafter, individually or collectively, referred to as "Contributor") seeking to obtain wastewater service from the Company within its service territory.

2.0 AVAILABILITY.

The provisions of this policy are applicable to Contributors throughout the Company's service territory, subject only to matters of economic feasibility.

3.0 REQUIREMENT FOR PAYMENT OF CONTRIBUTIONS IN AID OF CONSTRUCTION.

The Company declares that it will receive as contributions in aid of construction ("CIAC") from Contributor(s) contributions in kind and/or cash payments, as provided in a separate written developer's agreement, in order to defray the Company's acquisition, engineering, administrative, construction and/or improvement costs for the property, facilities, equipment and professional services necessary to provide service to the Contributor's property.

3.1 PLANT CAPACITY CHARGES.

The Company requires that all Contributors pay a pro rata share of the cost of the Company's wastewater treatment plant, and backbone (spine) transmission system, as Plant Capacity Charges, irrespective of whether the facilities have been constructed or may in the future be constructed. Plant Capacity Charges are calculated based upon the estimated demand of the Contributor's proposed installations and improvements upon the Company's transmission and treatment facilities and are computed by multiplying the charges set forth on the Schedule of Fees and Charges by the estimated daily consumption provided in the Table of Daily Flows. Plant Capacity Charges are payable upon execution of a Developer Agreement or, at Company's discretion, one-half at the time of site development approval with the balance due at the time of building permit approval. At no time will service commence to property prior to payment in full of all Plant Capacity Charges.

3.2 DEFINITIONS.

"On-Site Facilities" means those distribution facilities used to deliver wastewater service within the Contributor's property that are situated within the boundaries of the Contributor's property up to the Point of Delivery. The term "Point of Delivery" means, for metered service, the outlet connection of the meter, and, for non-metered service, the point at which the Company's piping connects with the Contributor's piping. The repair and maintenance of the facilities comprising the Customer's Installation (as previously defined) will be the responsibility of the Contributor or Customer.

"Off-Site Facilities" means those transmission mains and appurtenant facilities which connect the Spine System to the On-Site Facilities within the Contributor's property. See Rule 25-30.515(14), Florida Administrative Code.

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"Backbone or Spine System" means those transmission mains and appurtenant facilities constructed by the Company which connect to the treatment plant and deliver wastewater to the various villages comprising the service area. The cost of the Spine System is recovered in part through the Plant Capacity Charge.

3.3 PROPERTY CIAC.

The Company requires the Contributor to install the On-Site Facilities and Off-Site Facilities, subject to the Company's approval of the design and construction of the facilities. The Contributor is responsible for financing the design and construction of the On-Site Facilities and Off-Site Facilities in a manner that permits transfer of control and ownership of the facilities to the Company free and clear of all liens and encumbrances. All transfers of On-Site Facilities and Off-Site Facilities must be in a form reasonably satisfactory to Service Company's attorney and must be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances. All expenses associated with the design and construction of the On-Site Facilities and Off-Site Facilities, including, but not limited to, permit fees and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering must be paid by the Contributor.

The Company may install or require the installation of Off-Site Facilities for the Company to be able to provide service to other properties in accordance with the master plan of the Company. If so requested by the Company, the Contributor will be required to advance the entire cost. The cost in excess of the cost of the hydraulic capacity needed to serve the Contributor's property will be subject to a refundable advance agreement between the Company and the Contributor.

The determination of the hydraulic share will be based upon reasonable engineering judgment, which will include the Company's demand of (a) the area to be developed; (b) the development trends in the surrounding territory; (c) the consumer density and estimated use of service by the proposed development; and (d) the hydraulic share method or the front footage method, whenever practicable.

The Company may, at its sole option, design and install On-Site Facilities and Off-Site Facilities and require the Contributor to pay the Company's Main Extension Charges associated with the capacity to be served.

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(Continued from Sheet No. 22.1)

3.4 MAIN EXTENSION CHARGES.

If the Company elects to be responsible for the design, construction, installation and connection of the On-Site Facilities and Off-Site facilities as set forth in this policy, the Contributor must pay to the Company the Company's main extension charges in an amount corresponding to the capacity (in ERCs) to be served by the On-Site and Off-Site Facilities. Main Extension Charge payments are due when Plant Capacity Charges are paid.

3.5 GALLONS PER DAY, WATER AND WASTEWATER.

The Table of Daily Flows included with this policy will be used to compute Plant Capacity Charges and, if applicable, Main Extension Charges. If there are common facilities for multiple dwelling units such as irrigation, laundering, recreation facilities and commercial and commercial/residential facilities, the determination of Plant Capacity Charges and Main Extension Charges will be based upon the use characteristic defined by engineering data supplied by the prospective Contributor as accepted by the Company.

4.0 DEVELOPER AGREEMENTS.

Subject to Commission rules to the contrary, the Company requires a Contributor to enter into a written Developer Agreement with the Company, whose terms are consistent with the provisions of this policy. The Contributor, in addition to the other fees and charges set forth in this policy and the Company's Tariff, must bear the cost of the Company negotiating, preparing and executing the Developer Agreement, including the Company's attorneys' fees and administrative costs.

5.0 WATER AND WASTEWATER CAPACITY RESERVATION AND GUARANTEED REVENUE.

Upon payment by the Contributor of all costs and charges required by the Company and execution of a Developer Agreement, the Company will reserve capacity, as set forth in the Developer Agreement. If, for example, the Contributor contemplates construction of a single-family residence upon the Contributor's property with a calculated demand of two hundred twenty five (225) gallons per day, that capacity will be built or reserved for the Contributor. The Company is not obligated to provide capacity or service in excess of the Contributor's reservation and may require Consumers to curtail use that exceeds the Contributor's reserved capacity, if there is an above average demand on a consistent basis, as determined by the Company. The Company may also require the Contributor to pay fees and make necessary commitments based, in the Company's discretion, on the actual and experienced demand in those portions of the Company's service territory where demonstrated demand characteristics of customers exceed the daily rated gallons of demand as set forth in the Table of Daily Flows.

(Continued On Sheet No. 22.3)

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(Continued from Sheet No. 22.2)

For example, when the Company's records and experience reflect that a single-family residence of the type which the Contributor proposes to build in a specific community places demand during certain times of the year equal to 600 gallons per day, the charges per gallon demand set forth in Paragraph 3.3 of this policy will be multiplied by 600 gallons. Similarly, in the event a Contributor, builder or customer requests a meter size larger than 5/8 x 3/4" for a single family residence, the ERC determination, Plant Capacity Charge and Main Extension Charge shall be based on the American Water Works Association meter equivalency factor for the meter size requested. Under no circumstances will the Company be required to build or accept plans, specifications, fees, charges or agreements predicated upon demand for wastewater service of less than 225 gallons per single-family residential equivalent per day. The Company may allocate wastewater capacity reserved for the Contributor to other developers or Customers if the Company (i) has funds available to replace the facilities utilized by such developers or Contributors; (ii) has received preliminary approval by governmental authorities for construction of such facilities; and (iii) the anticipated completion date for construction of such new facilities is adequate to meet the Contributor's requirements for such facilities in accordance with the plan of development delivered to the Company. If the Company allocates reserved capacity to other developers under these circumstances, the Company will notify the Contributor and inform the Contributor that the Contributor has 30 days within which to file an objection with the Company, which must include notice that the Contributor will need the reserved capacity within the indicated period.

Guaranteed Revenue charges represent certain fixed costs of the system incurred prior to customers coming online which are charged to future users to offset the carrying costs of maintaining such capacity on their behalf. The Contributor will be required to pay guaranteed revenue which accrues for capacity reserved for Contributor's benefit in an amount set forth herein.

6.0 RESERVED.

7.0 RESERVED.

8.0 ACTION BY GOVERNMENTAL AUTHORITIES OR CURTAILMENT FROM OTHER CAUSES.

A requirement by any governmental to limit or curtail utility services, such as a moratorium, or any other cause beyond the Company's control, may restrict the use of utility services or curtail excess wastewater service use. Contributors and Customers obtain reservation of wastewater service or wastewater service subject to this notice of limitation.

9.0 TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE.

The Company reserves the right to construct all facilities necessary to deliver wastewater service to the Point of Delivery. If the Company elects to accept facilities constructed by someone other than the Company, the rules set forth in this section apply.

(Continued on Sheet No. 22.4)

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(Continued from Sheet No. 22.3)

Each Contributor who has constructed portions of facilities must convey the component parts of the facilities to the Company by Bill of Sale, in a form satisfactory to the Company's attorney, together with such evidence as may be requested by the Company that the facilities to be transferred to the Company are free of all liens and encumbrances.

Facilities constituting Customer's connections on the Customer's side of the Point of Delivery are not to be transferred to the Company and will remain the property of individual Customers and their successors or assigns.

The Company will not accept title to any facility constructed by someone other than the Company unless and until the Company's engineer has approved the construction of the facilities and accepted the tests that determine that the construction of the facilities is in accordance with the criteria established by the Company. The Contributor must indemnify and hold the Company harmless from any replacements or repairs required to be made to contributed facilities for two years from the date of conveyance to the Company.

The Contributor must maintain accurate cost records that support the construction costs of all facilities constructed by the Contributor, which are, thereafter, conveyed to the Company. The cost information must be furnished to the Company concurrently with delivery of the Bill of Sale. Delivery of this cost information is a prerequisite to the Company accepting the facilities.

The Contributor's cost records must be in sufficient detail in order for the Company to determine the description of each item being contributed, together with the cost related thereto. The cost records must include, at a minimum, the cost for permit fees, inspection, installation, analysis, testing, insurance, legal and engineering.

The Company may refuse connection and deny delivery of wastewater service to any Contributor or Customer seeking service until the provisions of this section are satisfied.

The Company's obligation to serve and maintain contributed facilities in single unit developments, such as a mobile home park, shopping center, or apartment complex, when the facilities are located wholly within the development, as opposed to public rights of way, extends only to the repair or replacement of the facilities. The Company is not liable for damages to, or the replacement or repair of, surface areas; however, the Company will exercise reasonable efforts to restore the surface area where the work was performed.

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WASTEWATER TARIFF

(Continued from Sheet No. 22.4)

10.0 EASEMENTS AND RIGHTS-OF-WAY.

In addition to any other requirement set forth in this policy and the Company's Tariff, the Contributor is responsible, at its own cost, for obtaining all easements or rights-of-way necessary, to the Company's satisfaction, in order for the Company to be able to deliver wastewater service. Easements must contain sufficient land in order to provide ingress and egress to the property where the facilities are situated, together with sufficient land, as required by the Company to install, maintain, remove, repair and replace the Company's facilities. All grants or conveyances to the Company must be (i) free and clear of all liens and encumbrances, (ii) in a form proper for recording, and (iii) satisfactory to the Company's attorney.

11.0 PLAN REVIEW FEES.

All engineering plans or designs for the construction of facilities by a Contributor or Customer, which are intended to be conveyed to the Company, are subject to review by the Company, at the Contributor or Customer's expense. The Company may charge a fee to review the plans and designs, which will be based upon the actual cost to the Company, including costs for the Company's engineer's review and administrative and legal costs.

11.1 PLANS AND SPECIFICATIONS.

Contributor shall cause to be prepared and delivered to Company copies of applications for permits and finalized engineering plans prepared and sealed by a professional engineer registered in the State of Florida. Plans shall show the On-Site Facilities proposed to be installed provide service to Consumers within the Property. Such detailed plans may be limited to the first development phase only, and in such instance, plans for subsequent phases shall be furnished from time to time as such phases are to be developed. However, each such development phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Company concurrent with or prior to submission of engineering plans for the first development phase. Developer may modify such master plan any time in such a manner as to not interfere with Company's existing facilities and, upon modification, shall submit copies of the modified plan to Company.

Contributor shall cause its engineer to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to Company's engineer shall meet the minimum specifications of Company, as referenced in the Town and Country Utilities

Company Technical Standards and Specifications and shall be subject to the approval of Company, which approval shall not be unreasonably withheld or delayed. No construction shall commence until the Company and necessary regulatory agencies, if any, have approved such plans and specifications. If permits and approved plans are returned by regulatory agencies to Developer, Developer shall submit to Company a copy of water and/or wastewater permits and approved plans.

Developer shall also supply to the Company an itemized list of materials and all contractors to be used covering all contract items.

(Continued on Sheet 22.6)

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WASTEWATER TARIFF

(Continued from Sheet No. 22.5)

12.0 APPROVAL OF CONTRACTORS.

The Company has the right to approve any contractors retained by the Contributor; however, the right to approve will not be unreasonably withheld by the Company.

13.0 INSPECTION OF PLUMBER'S HOOK UP.

It is the Contributor's responsibility to physically connect the Contributor's facilities with the Company's facilities. The Company may inspect all connections to ensure that connections are made in accordance with the Company's rules and are free from infiltration.

The Contributor must notify the Company of any proposed connection with the Company's facilities. Any connection must remain available for inspection by the Company and is subject to approval by the Company. If a connection is backfilled or covered without the Company having inspected the connection, the Contributor, at its own cost, will be required to make the connection available for the Company's inspection upon demand; however, the connection will be deemed approved by the Company if the Company does not inspect the connection within 48 hours after receiving notice that the connection is ready to be inspected.

The Company's right to inspect connection with its facilities does not mean that it has an obligation to inspect any connection. Moreover, inspections or tests conducted by the Company are not a guarantee by the Company as to materials, workmanship or compliance with standards. The Contributor retains the responsibility for the proper construction, installation and connection of the facilities.

14.0 DISPOSITION OF CAPACITY BY CONTRIBUTOR.

The Contributor may assign its reserved capacity if the assignee assumes all of the Contributor's obligations under the Contributor's Developer Agreement with the Company and the Contributor obtains the prior written consent of the Company. The Company will not withhold its consent to an assignment if it is in connection with a sale of the Contributor's property. The Contributor or assignee must pay the Company's legal and administrative costs incurred in connection with the assignment. The Company will not refund the Contributors' contributions-in-aid-of-construction upon any assignment.

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WASTEWATER TARIFF

(Continued from Sheet No. 22.6)

15.0 FACILITIES CONSTRUCTION.

Subject to contrary requirements set forth in the Company Technical Standards and Specifications, if any On-Site or Off-Site Facilities are constructed by the Contributor, not less than 30 days prior to beginning construction, the Contributor must deliver to the Company a complete copy of the plans and specifications of the proposed On-Site or Off-Site Facilities. The Company will, within 20 days, determine the acceptability of the plans and specifications. If the Company objects to the plans and specifications or any part thereof, the Contributor must defer beginning construction pending the resolution of the Company's objections.

16.0 INSPECTIONS.

Subject to contrary requirements set forth in the Company's Technical Standards and Specifications, the Company may inspect the construction of the On-Site or Off-Site Facilities being built by the Contributor. The Company may charge an inspection fee for this service based upon the actual cost to Service Company, including the cost of independent contractors and administrative and legal costs.

17.0 EXTENSION OUTSIDE TERRITORY.

The Company is not obligated to provide service outside of its certificated territory; however, the Company may initiate formal proceedings before the Commission to do so on behalf of the Contributor. Under such circumstances, the Contributor will be responsible for all costs related thereto, including, but not limited to, engineering, administrative and legal costs. The Company will make extensions outside of its certificated territory only if the extensions and treatment plant reservation or expansion required to serve such extensions are economically feasible.

18.0 ADJUSTMENT PROVISIONS.

The charges set forth in this policy and the Company's Tariff may be adjusted or this policy may otherwise be modified in accordance with the applicable Rules and Regulations of the Commission.

19.0 REFUNDABLE ADVANCES.

The Company may require a refundable advance by a Contributor to temporarily defray the cost of any extension of facilities in excess of the size necessary to connect the Contributor's property with the Company's existing facilities. The Contributor may be required to advance to the Company additional Main Extension Charges or contribute additional facilities based upon the anticipated hydraulic load requirements of other undeveloped properties in accordance with the Company's master plan to serve surrounding areas. Charges paid by a Contributor beyond the Contributor's hydraulic share will be refunded to the Contributor in accordance with a refunding agreement that the Company negotiates with the Contributor, to be set forth in the Developer Agreement between the Company and Contributor. The refunding agreement will provide for a plan of refund based upon the extent of the

(Continued on Sheet No. 22.8)

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(Continued from Sheet No. 22.7)

Contributor's hydraulic share as compared to the cost of providing service to the other properties to be served by such facilities. The Company may limit the term of the refunding agreement to five years, after which the portion of the refund made to the Contributor will be retained by the Company. A Contributor may not recover an amount greater than the difference between the capitalized cost of such improvements and the Contributor's own share of such improvement. The Company does not include interest on the refund due the Contributor. The Company will make refunds to a Contributor on a pro rata basis as connections are made to the Company's facilities and payment for connection is made to the Company. The Company is not required to refund to a Contributor more than the Company has collected. Refunds by the Company to a Contributor is made on a semi-annual basis.

20.0 ESTIMATED TABLE OF DAILY FLOWS.

Types of Building	Usage
Apartments/Townhouses.....	225 gpd (1)
Bars and Cocktail Lounges.....	20 gpcd(2)
Country Clubs.....	20 gpcd
Hospitals.....	250 gpd/bed
Hotels and Motels.....	42 gpd/100 sq. ft.
Laundromats.....	500 gpd/washer
Medical Office.....	20 gpd/100 sq.ft.
Movie Theaters, Auditoriums (per seat).....	20 gpd
Nursing Homes.....	120 gpd/bed
Office Buildings.....	15 gpd/100 sq. ft.
Religious Facilities.....	15 gpd/100 sq. ft.
Restaurants (per seat).....	45 gpcd
Restaurants (fast food) (per seat).....	30 gpcd
Retail (without kitchen waste).....	20 gpd/100 sq. ft.
Schools (students and staff).....	22 gpcd
Single-Family Residential.....	225 gpd

- (1) gpd - gallons per day
- (2) gpcd - gallons per capita day

NOTE: For any uses not identified herein, daily flows will be addressed on a case-by-case basis.

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