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REPLY TO CENTRAL FLORIDA OFFICE

August 15, 2008

VIA HAND DELIVERY

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(LICENSED IN NEW YORK ONLY)

RECEIVED-FPSC
08 AUG 15 AM 11:51
COMMISSION
CLERK

Ann Cole, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

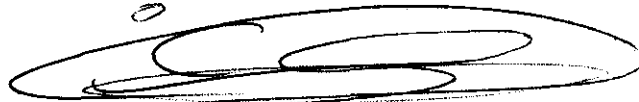
RE: Docket No.: 080500-WS; Application of Indiantown Company, Inc., for Authority
for Transfer of Majority Organizational Control
Our File No.: 43016.01

Dear Ms. Cole:

Enclosed for filing is an original and two (2) copies of Indiantown Company, Inc.'s
water and wastewater tariff sheets pursuant to Rule 25-30.037(3)(j), Florida
Administrative Code. In accordance with the PSC Staff's request for all original tariff
sheets, the enclosed new tariff sheets should replace the tariffs originally submitted with
the application.

Should you have any questions regarding the enclosed, please do not hesitate to
give me a call.

Very truly yours,



CHRISTIAN W. MARCELLI
Of Counsel

COM
ECR
GCL
OPC
RCP
SSC
SGA CM/tlc
ADM Enclosures
CLK

cc: Mr. David G. King, Jr. (w/enclosures)
Jeffrey S. Leslie, President (w/enclosures)
Kenneth A. Norman, Esquire (w/enclosures)

DOCUMENT NUMBER - DATE
07344 AUG 15 08
FPSC-COMMISSION CLERK

WATER TARIFF

INDIANTOWN COMPANY, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

DOCUMENT NUMBER-DATE
07344 AUG 15 88
FPSC-COMMISSION CLERK

WATER TARIFF

INDIANTOWN COMPANY, INC.

NAME OF COMPANY

15158 S. W. Farms Road
Indiantown, Florida 34956
(ADDRESS OF COMPANY)

(772) 597-2121

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

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TERRITORY AUTHORITY

CERTIFICATE NUMBER - 387-W

COUNTY - Martin

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
11891	04/27/83	810037-WS (CR)	Grandfather
PSC-92-0116-FOF-WS	03/30/92	910726-WS	Amendment
PSC-04-0967-FOF-WS	10/05/04	040497-WS	Amendment
		080500-WS	TMOC

(Continued to Sheet No. 3.1)

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(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Order No. Psc-92-0116-FOF-WS

ENTIRE SERVICE TERRITORY DESCRIPTION

Township 39 South, Range 38 East, Martin County

All of Section 22, South of State Road 710 R/W

Section 25, The South $\frac{1}{2}$

Section 26, The West $\frac{1}{2}$ of the South $\frac{1}{2}$

All of Section 27, South of State Road 710 R/W

All of Section 34

All of Section 35, South of State Road 710 R/W

All of Section 36

Township 40 South, Range 38 East, Martin County

Section 1

The North $\frac{3}{4}$ of the East $\frac{1}{2}$, the East $\frac{1}{2}$ of the North $\frac{1}{2}$ of the West $\frac{1}{2}$, and the West $\frac{1}{2}$ of the North $\frac{1}{2}$ of the West $\frac{1}{2}$ lying North of West Farm Road. (West Farm Road can be described approximately as follows: From the Northeast corner of said section Run 3,309 feet South along the East line to the intersection of West Farm Road; thence North 86° West along said road a distance of 1,095 feet; thence North 59° West a distance of 3,017 feet; thence North 77° West a distance of 1,338 feet to the intersection of said road with the West line of said section. This point also being 1,314 feet South of the Northwest corner of said section.)

JEFFREY S. LESLIE
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(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED (Continued)

Township 40 South, Range 38 East, Martin County

Section 2

The area lying North of West Farm Road. (West Farm Road can be described as follows: From the Northeast corner of said section run South along the East Section line a distance of 1,314 feet to the intersection of West Farm Road; thence North 77° West a distance of 1,241 feet; thence North 61° West a distance of 2,093 feet to the intersection of the North line of said section. This point also being 3,090 feet West of the Northeast corner of said section.)

Township 39 South, Range 39 East, Martin County

All of Section 33

Section 31, The South 1/4

Township 40 South, Range 39 East, Martin County

All of Section 5

All of Section 6

All of Sections 4, 7, 8, 9, North of the St. Lucie Canal R/W

(Continued to Sheet No. 3.3)

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(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED (Continued)

Order No. PSC-04-0967-FOF-WS

Parcel 1

In Section 26, Township 39 South, Range 38 East, commence at the Northwest corner of said Section 26, thence south along the west line of said Section 26 to the intersection with the westerly projection of the north line of Tract 56, Block B according to the Plat of Indiantown Farms as recorded in Plat Book 1, page 80 Public Records, Martin County, Florida, and the Point of Beginning; thence east along the north line of Tracts 56 and 11 and the easterly projection thereof to the east line of the west one-half of said Section 26; thence south along said east line to the intersection with the easterly projection of the south line of said Tract 11; thence west along the south lines of said Tracts 11 and 56 and the westerly projections thence to the west line of the aforesaid Section 26; thence north along said west line to the Point of Beginning.

Parcel 2

Begin at the Northwest corner of Section 31, Township 39 South, Range 39 East, in the centerline of County Road 609 (SW Allapattah Road); thence east along the north line of said Section 31 to the northeast corner of said Section 31; thence south along the east line of said Section 31 to the intersection with the south line of the North half of the South half of said Section 31; thence west along said south line to the intersection with the west line of said Section 31 and the centerline of said County Road 609; thence north along said west line and the centerline to the Northwest corner of said Section 31 and the Point of Beginning.

Parcel 3

Begin at the Northeast corner of Section 32, Township 39 South, Range 39 East; thence south along the east line of said Section 32 a distance of 1656 feet; thence northwest to the intersection with the north line of said Section 32 at a point 1880 feet west of the Northeast corner of said Section 32; thence east along said north line to the Northeast corner of said Section 32 and the Point of Beginning.

(Continued to Sheet No. 3.4)

JEFFREY S. LESLIE
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(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED (Continued)

Parcel 4

Begin at the Southwest corner of said Section 32, Township 39 South, Range 39 East; thence north along the west line of said Section 32 to the intersection with the north line of the Southwest on quarter (SW 1/4) of said Section 32; thence east along said north line to the intersection with the east line of said Southwest one quarter (SW 1/4) of Section 32; thence south along said east line to the intersection with the south line of said Section 32; thence west along said south line to the Southwest corner of said Section 32 and the Point of Beginning.

Parcel 5

Being a parcel of land lying on Sections 8 and 9, Township 40 South, Range 39 East, Martin County, Florida, being more particularly described as follows:

Being bounded on the northwest by the southerly right-of-way line of State Road 76 and being bounded on the northeast and the southeast by the westerly and the northwesterly right-of-way line of SW Indiantown Avenue and being bounded on the southwest by the easterly right of way line of State Road 710.

JEFFREY S. LESLIE
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INDIANTOWN COMPANY, INC.
WATER TARIFF

ORIGINAL SHEET NO. 4.0

MISCELLANEOUS

<u>Rate</u> <u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
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TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

JEFFREY S. LESLIE
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(Continued from Sheet No. 5.0)

TECHNICAL TERMS AND ABBREVIATIONS
(Continued)

- 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.
- 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.

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INDEX OF RULES AND REGULATIONS

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JEFFREY S. LESLIE
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(Continued from Sheet No. 6.0)

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JEFFREY S. LESLIE
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RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

To obtain water service, application should be made at the office of the Service Company. Applications are received by the Service Company with the understanding that there is no obligation on the part of the Service Company to render water service other than that which is then available from its existing water production and distribution equipment and service lines. The applicant shall furnish to the Service Company the correct name, street address and lot, and block number at which water service is to be rendered.

- 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.

(Continued to Sheet No. 8.0)

JEFFREY S. LESLIE
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TITLE

RULES AND REGULATIONS
(continued)

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

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

- 10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

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

(Continued to Sheet No. 9.0)

JEFFREY S. LESLIE
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(Continued from Sheet No. 8.0)

RULES AND REGULATIONS
(continued)

- 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.
- 13.0 CONNECTIONS TO MAINS - For all connections to the water and/or sewer mains belonging to the Service Company, applicants must first apply to the Company for a permit. Upon the payment of the required fee of \$2.50 for each service hookup, for each type of service required, a permit for each service hookup shall be issued, conforming to the rules and specifications for such hookups which will be on file at the office of the Service Company.
- 14.0 CONSUMER'S INSTALLATION - Each Consumer will be responsible for keeping their installation open to the Point of Delivery to mains furnished by Iniantown Company, Inc.
- 15.0 RECONNECTION CHARGE - After disconnection of water service for non-payment of the bill by a Consumer, or at Consumer's request, a charge of fifteen dollars (\$15.00) will be made for restorations of service between 9:00 a.m. and 4:00 p.m. Monday through Friday, exclusive of holidays and a charge of thirty dollars (\$30.00) will be made for restoration of service during other than these hours and days.
- 16.0 REIMBURSEMENT FOR EXTRA EXPENSES - The Consumer shall reimburse the Service Company for all extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Service Company on account of the Consumer's violation of the contract for service or of the Service Company's Rules and Regulations. When performed during regular working hours, the charge for this expense shall not exceed fifteen dollars (\$15.00); if, at Consumer's request, the service is performed during other than regular working hours, the charge shall not exceed thirty dollars (\$30.00).

(Continued to Sheet No. 10.0)

JEFFREY S. LESLIE
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(Continued from Sheet No. 9.0)

RULES AND REGULATIONS
(continued)

- 17.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time that water service is being furnished to the premises, upon application to the Service Company by the Consumer for a temporary shut-off of at least sixty (60) days duration, billing for water service to the premises will be suspended for the number of whole months that water service is discontinued to the premises.
- 18.0 SERVICE CONNECTION - Water service shall only be supplied to the Consumer after application shall have been made and accepted by the Service Company. A water service connection will only be made during the hours of 9:00 a.m. to 4:00 p.m. Monday through Friday. Water service connection will be made at other times only in emergency or by special arrangement with the Service Company. A charge for such off hour connection of thirty dollars (\$30.00) shall be made in advance.
- 19.0 ESTIMATED CHARGES - The Service Company reserves the right to make monthly estimated charges for water service rendered when access to the meter facilities is denied or prevented. Said estimated charges will be based upon Consumer's record of past consumption, but if no such record is available, the charges will be based upon an estimated average for monthly use by other similarly situated Consumers.
- 20.0 PAYMENT OF CHARGES - Payment of charges for water service, for delinquent bills, for premise visits and for reconnection, reimbursement for extra expenses and payment of charges for off hour service connection, as described in Rule Numbers 8.0, 15.0, 16.0, and 18.0 of this tariff, must be made in person at the Service Company's business office during regular business hours, or must be mailed and received at the business office in advance of the work to be done. Payments will not be accepted by personnel in the field or by office personnel at a location outside of the Service Company's business office.
- 21.0 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.

(Continued to Sheet No. 11.0)

JEFFREY S. LESLIE
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(Continued from Sheet No. 10.0)

RULES AND REGULATIONS
(continued)

- 22.0 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.
- 23.0 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.
- 24.0 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.
- 25.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 26.0 TAX CLAUSE - Rates and/or charges may be increased or a surcharge added in the amount of the applicable proportionate part of any taxes and the assessments imposed by a governmental authority, which are assessed on the basis of meters or Consumers or the price of or revenues from water service sold.
- 27.0 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.

(Continued on Sheet No. 12.0)

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(Continued from Sheet No. 11.0)

RULES AND REGULATIONS

(continued)

- 28.0 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.
- 29.0 CONNECTION REQUIREMENTS - All Consumers seeking connection to the water system of the Service Company shall apply for and obtain the necessary permit before commencing construction of the Consumer's installation to be connected at point of delivery and shall have all of Consumer's installation conform to the conditions and specifications for connections to the water system of the Service Company and Rule 18.0 shall apply to the right of Service Company to make an inspection of such installation prior to rendering water service.
- 30.0 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.
- 31.0 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.
- 32.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 33.0 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.
- 34.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 35.0 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.

(Continued to Sheet No. 13.0)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 12.0)

RULES AND REGULATIONS
(continued)

- 36.0 CHANGE OF OCCUPANCY - When change of occupancy takes place, on any premises supplied by the Service Company with water service, WRITTEN NOTICE thereof shall be given at the office of the Service Company not less than three (3) days prior to the date of the change by the outgoing Consumer, who will be held responsible for all water service used of such premises until such written notice is so received and the Service Company has had reasonable time to discontinue water service. However, if such written notice has not been received, the application of a succeeding occupant for water service automatically terminates the prior account. Consumer's deposit may be transferred from one service location to another, if both locations are serviced by the Service Company and if all outstanding charges may NOT be transferred from one name to another.

For the convenience of its Consumers, the Service Company will accept telephone orders to discontinue or transfer water service and will use all reasonable diligence in the execution thereof. However, oral orders or advice cannot be deemed binding or be considered formal notification to the Service Company.

- 37.0 CONSUMER SECURITY DEPOSITS - Before rendering water service, the Service Company will require a deposit or guarantee satisfactory to the Service Company to secure the payment of bills; and the Service Company shall give the Consumer a non-negotiable and non-transferable deposit receipt. The amount of such deposit shall be \$10.00 or and amount necessary to cover minimum charges for service for three (3) billing periods, whichever is greater. A water deposit of \$10.00 for each new residential water connection, and a water deposit of an amount equal to three (3) times the estimated monthly billing for new commercial water connections shall be required and collected in advance of the start of service. The water deposit required to service multiple family dwellings shall be \$10.00 multiplied by the number of individual residential units in the structure. The consumer shall be entitled to a refund or credit of the deposit on the final bill when service is discontinued.

A special deposit of an amount equal to triple the amount of the security deposit above stated or at least three months average billings, whichever amount is larger, shall be required and collected in advance of restoration of water service after disconnection of such service for non-payment of bill by a Consumer.

The Company will pay interest on customer's deposit at the rate of eight (8%) percent per annum. The payment of interest will be made once each year as a credit on regular bills and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then interest will be paid from the date of the commencement of service.

(Continued to Sheet No. 14.0)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 13.0)

RULES AND REGULATIONS
(continued)

The Company will pay or credit accrued interest to the customer's account during the month of October each year.

Upon final settlement of customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the company of the applicable deposit receipt or when the receipt cannot be produced, upon adequate identification.

- 38.0 METER BENCH TEST REQUEST - If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the following schedule of fees and shall be in accordance with Rule 25-30.266, Florida Administrative Code:

<u>Meter Size</u>	<u>Fee</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

- 39.0 REFUND OF METER BENCH TEST DEPOSIT - IF the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.
- 40.0 METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within on-half the maximum interval allowed under Rule 25.30.265, Florida Administrative Code.
- 41.0 SERVICE CONNECTION CHARGES - All water system connection fees under the Tariff shall be paid by the Consumer at the time when the initial Consumer's installation shall be made for connection to the main at the Point of Delivery. Thereafter, each Consumer utilizing said installation shall be required to pay the water meter installation charge, service connection charge, or water meter reconnection fee as required as shown in the Tariff.

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
General Service, GS	16.0
Residential Service, RS	17.0
Fire Hydrants	18.0
Private Fire Protection Service	19.0
Miscellaneous Service Charge	22.0
Security Deposits	20.0
Meter Test Deposit	21.0
Service Availability Fees and Charges	23.0

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

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
- RATE -

Base Facility Charges:

Meter Size

5/8" x 3/4"	\$	11.39
1"	\$	28.49
1.5"	\$	57.00
2"	\$	91.21
3"	\$	182.42
4"	\$	285.03
6"	\$	570.08
8"	\$	912.13
8" Turbo	\$	1,026.15

Gallage charge
per 1,000 gallons \$ 2.06

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - _____
- TYPE OF FILING - TMOG

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - Base Facility Charges:

<u>Meter Size</u>	
5/8" x 3/4"	\$ 11.39
1"	\$ 28.49
1.5"	\$ 57.00
2"	\$ 91.21
3"	\$ 182.42
4"	\$ 285.03
6"	\$ 570.08
8"	\$ 912.13
8" Turbo	\$1,026.15

Gallonage charge
per 1,000 gallons

0-8,000	\$ 1.84
8,000-15,000	\$ 2.31
Over 15,000	\$ 2.78

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - _____

TYPE OF FILING - TMOG

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

FIRE HYDRANT

WATER

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - To fire hydrants furnishing fire lines installed on public or private property connected to the water mains of the Company.

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

BILLING PERIOD -

RATE - None

MINIMUM CHARGE - None

TERMS OF PAYMENT - No payment required.

EFFECTIVE DATE - _____

TYPE OF FILING - TMOG

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

PRIVATE FIRE PROTECTION SERVICE

RATE SCHEDULE, PFPS

- AVAILABILITY- Available throughout the area served by the Company.
- APPLICABILITY - For water service for purposes of private fire protection.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -

<u>LINE SIZE</u>	<u>MONTHLY RATE PER PFPS CONNECTION</u>
2"	\$ 7.59
3"	\$ 15.20
4"	\$ 23.75
6"	\$ 47.50
8"	\$ 76.01

MINIMUM CHARGE - None

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

EFFECTIVE DATE - _____

TYPE OF FILING - TMOC

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>15.00</u>	<u>35.00</u>
3/4"	<u>15.00</u>	<u>35.00</u>
1"	<u>25.00</u>	<u>55.00</u>
1 1/4"	<u>30.00</u>	<u>70.00</u>
1 1/2"	<u>40.00</u>	<u>85.00</u>
2"	<u>70.00</u>	<u>125.00</u>

Charges on Water Meters over 2 inches will be quoted upon application.

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), F.A.C., 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 Customer's account during the month of _____ each year.

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

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

EFFECTIVE DATE - _____

TYPE OF FILING - TMOC

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

METER TEST DEPOSIT

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

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$ _____
1" and 1 1/2"	\$ _____
2" and over	\$ _____

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 - _____

TYPE OF FILING - TMOG

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

MISCELLANEOUS SERVICE CHARGES

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

INITIAL CONNECTION - This charge 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.

LATE PAYMENT - This charge would be levied when a customer's billing account is not paid within 20 days, and is therefore delinquent.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
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	\$ <u>.50</u>	\$ _____

EFFECTIVE DATE - _____

TYPE OF FILING - TMOG

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY FEES AND CHARGES

Refer to Service Availability Policy

<u>Description</u>	<u>Amount</u>	<u>Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (____ GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (____ GPD)	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ actual cost	1
<u>Main Extension Charge</u>		
Residential-per ERC (300 GPD)	\$1,578.00	
All others-per gallon	\$ 5.26	
or		
Residential-per lot (____ foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$ 100.00	
3/4"	\$ 125.00	
1"	\$ 150.00	
1 1/4"	\$ 175.00	
1 1/2"	\$ 250.00	
2"	\$ 375.00	
Over 2"	\$ actual cost	
<u>Plan Review Charge</u>	\$ actual cost	
<u>Plant Capacity Charge</u>		
Residential-per ERC (300 GPD)	\$ 262.00	
All others-per gallon	\$.87	
<u>System Capacity Charge</u>		
Residential-per ERC (____ GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE - _____

TYPE OF FILING - _____

JEFFREY S. LESLIE
 ISSUING OFFICER

PRESIDENT
 TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	27.0 - 28.0
APPLICATION FOR WATER SERVICE	26.0
COPY OF CUSTOMER'S BILL	29.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	25.0

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CUSTOMER'S GUARANTEE WATER DEPOSIT RECEIPT		No. 09565	
Received From		Cash - Check	ISSUED AT INDIANTOWN, FLORIDA
Service Address			20
As A Deposit		and 1/100 Dollars	Acct.
This receipt is not negotiable or transferable and is redeemable only by the customer whose name appears hereon.	To guarantee the payment of any and all indebtedness for water service which may be or become due to Indiantown Co., Inc. (hereinafter called the company) by said customer. Customer agrees that such deposit or any part thereof may be applied by the company at any time in satisfaction of said guarantee. That after such application the remainder thereof may be applied in discharge of any indebtedness of the customer to the Company whatsoever and that the company may use said deposit as if the Company were the absolute owner thereof. Upon discontinuance of any or all services covered by this deposit and the presentation of this receipt and proper identification, the company agrees to refund to the customer that portion of the deposit applying to the service or services discontinued, less any amount then due the Company. This deposit shall not preclude the company from discontinuing for non-payment any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services.		Total Amount Received
	INDIANTOWN CO., INC. By _____		

JEFFREY S. LESLIE
 ISSUING OFFICER

PRESIDENT
 TITLE

APPLICATION FOR WATER SERVICE

Sample Application Form

Name _____

Telephone Number _____

Billing Address _____

City

State

Zip

Service Address _____

City

State

Zip

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within _____ days prior to the date the Customer desires to terminate service.

Signature

Date

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

APPLICATION FOR WATER SERVICE

NAME _____ Date _____
Print or Type Last Name First
Address _____ City or Subdivision _____
Send Bill to _____
Turn on Date _____ No. of Baths _____ Acct. No. _____

**APPLICATION FOR WATER SERVICE
INDIANTOWN CO., INC.**

I hereby request Indiantown Co., Inc. to supply water service at the above premises until receipt of formal notice from me requesting discontinuance of such water service.

I agree to pay for water service promptly each period at the rate or rates therefor established from time to time by Indiantown Co., Inc., and abide by present and future rules and regulations for water service established by Indiantown Co., Inc.

Accepted: _____ Signed: _____
INDIANTOWN CO., INC. Owner _____
By _____ Tenant _____
Turn Off Date _____

Deposit _____
Date Received _____ Amount _____ Receipt Number _____
Date Deposit Refunded _____

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

APPLICATION FOR METER INSTALLATION

INDIANTOWN COMPANY, INC.

Indiantown, Florida

CONDITIONAL PERMIT

for

WATER AND/OR SEWER SERVICE CONNECTIONS

I, _____, do hereby certify that I am the legal Owner (or his authorized agent) of the _____ located at _____ (address), Lot _____, Block _____ of _____ Subdivision.

In making application for and accepting permit for the construction of connections to the water and/or sewer services of Indiantown Company, Inc., (hereinafter referred to as the Utility) at the above described premises, it is understood by the undersigned that such permit is a **CONDITIONAL PERMIT**, issued conditionally and accepted by the undersigned upon the conditions, viz: (1) that the installations shall comply with the "Conditions and Specifications for Connections to Water Distribution and Sewage Collection Systems" on file at the offices of the Utility; that the work shall be accomplished by the certified Master Plumber designated below; (3) that the water and/or sewer facilities on the premises will be maintained by the undersigned in such a manner as to exclude from the main water and/or sewerage systems of the Utility such injurious substances as would tend to interfere with their proper operation or endanger the public health.

It is further understood and agreed by the undersigned that should the water and/or sewer service connections be improperly maintained to such an extent as to interfere with their proper operation or endanger the public health, the undersigned will have a certified Master Plumber disconnect the services and seal the connections to the main water and/or sewerage systems of the Utility upon being served with a twenty-four hour notice to do so by the Utility.

The installations and connections covered by this permit will be constructed by _____, certified Master Plumber, whose place of business is _____ (address), and who has been apprised of the conditions and specifications pertaining to the work which will be accomplished by him under this permit. Any change of the legal ownership (or authorized agent for same), or any change of the aforementioned Master Plumber prior to completion of the work covered by this permit will invalidate this permit unless renewed on the part of such new legal Owner (or his authorized agent).

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

APPLICATION FOR METER INSTALLATION
continued

Accordingly, application is hereby made for a permit for:

- Water service connection, _____-inch size
- Sewer service connection, _____-inch size

Signed _____

Address _____

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, a notary public, duly authorized to administer oaths and to take acknowledgments, personally appeared _____, to me well known, and who being first duly sworn upon oath deposes and says that he is the legal Owner (his authorized agent) of the above described premises, that he has carefully read the foregoing, that he did sign the same, and that all the facts therein by him stated are true.

Read, sworn to and subscribed before me this _____ day of _____, 19__.

Signed _____

My commission expires _____

Do Not Write Below This Line - For Use by the Utility

Permit No. _____ issued on _____ (date) upon receipt of fee in the amount of \$ _____.

Signed _____
for Indiantown Company, Inc.

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

COPY OF CUSTOMER'S BILL



P.O. Box 277
Indiantown, FL 34956

Address Service Requested

Check here for change of address.

WELDON H CARDIN
15908 SW INDIANWOOD CIR
INDIANTOWN FL 34956-3627

Remittance Section

Statement Date: 08/01/2008
Invoice Number: 591299
Account Number: ITSRES-0101735
Due Date: 08/20/2008
Total Due: \$69.03

Payment Amount: \$ _____
Please make checks payable to: ITS Telecom



ITS TELECOM SERVICES, INC.
PO BOX 277
INDIANTOWN FL 34956



Please detach and return above portion with your payment



Important Information

BILL PAYMENT REMINDER:

When paying at our office, please bring this page of the bill with you.

Palm Beach/Treasure Coast



Get Connected. Get Answers.

211 Public Service Announcement

211 Palm Beach/Treasure Coast is a non-profit organization that provides information, referral, crisis intervention, suicide intervention, supportive counseling, and community education 24 hours a day, 7 days a week. Programs and services are available for all individuals of all ages, and every call is free, confidential and anonymous. For more information call 2-1-1 or visit us on the web at www.211treasurecoast.org.

Statement of Account

Account Number: ITSRES-0101735
Statement Date: 08/01/2008
Invoice Number: 591299
Due Date: 08/20/2008
Total Due: \$69.03

Summary of Charges

Previous Balance	\$80.73
Jul 7 Thank you for your payment	-\$80.73
Balance Forward	\$0.00
Recurring Charges	\$55.01
Water & Sewer Usage	\$11.70
Additional Charges	\$2.32
Total Current Charges	\$69.03

Total Amount Due \$69.03

QUESTIONS?

For Telephone Inquiries call 772-597-2111
For Water/Wastewater call 772-597-2121
Or Toll Free call 888-888-6242

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

COPY OF CUSTOMER'S BILL



Invoice Date
08/01/2008

Account Number
ITSRES-0101735

Invoice Number
591299

WELDON H CARDIN
15908 SW INDIANWOOD CIR
INDIANTOWN FL 34956-3827
Account Number ITSRES-0101735

Telecommunications companies must pay a percentage of their interstate end-user revenues to the Universal Service Fund. This percentage is called the contribution factor. The contribution factor may change four times a year (quarterly) and is increased or decreased depending on the needs of the Universal Service programs. You can read more about the Universal Service Administration by visiting www.usac.org

	Service Summary				Total
	Recurring Charges	One-Time Charges	Usage Charges	Additional Charges	
Meter # 5-1010	32.82	0.00	11.70	0.00	44.52
(772)597-2647	22.19	0.00	0.00	2.32	24.51
Subtotal	\$55.01	\$0.00	\$11.70	\$2.32	\$69.03

You Can Now Pay Your Bill By Credit or Debit Card

Paying your bill is now even more convenient by using Visa, MasterCard, Discover or American Express. Payments may be set up to apply monthly or as a one time payment on your credit or debit card.

Explanation	Amount
Indiantown Company	
Meter #: 5-1010 at 15908 SW INDIANWOOD CIR	
Billing Dates: Jul 1, 2008 - Jul 31, 2008	
Sewer Base Facility 5/8 X 3/4" Res*	\$21.43
Water Base Facility 5/8 X 3/4" Res*	\$11.39
Subtotal for Meter # 5-1010	\$32.82

ITS Telecommunications System, Inc.	
Local Service (772) 597-2647	
Billing Dates: Aug 1, 2008 - Aug 31, 2008	
Intrastate PIC: ITS TELECOMMUNICATIONS	
Interstate PIC: ITS TELECOMMUNICATIONS	
Access Line Residence Primary	\$9.58
FCC Access Single Line - Res	\$6.50
Martin County E911*	\$0.50
Residence Inside Wire Maint*	\$5.50
TeleAccess (FL Relay) Surcharge	\$0.11
Subtotal for (772) 597-2647	\$22.19
Total Recurring Charges Detail	\$55.01

*Non-payment of these charges will result in the disconnection of your local telephone service.

Explanation	Amount
Water and Sewer Usage	
06/19/08 - 07/19/08 Res Sewer Usage Chg	\$8.02
06/19/08 - 07/19/08 Res Water Usage Chg	\$3.88
Meter #: 5-1010	
Current Meter Reading	988
Previous Meter Reading	986
Thousands of Gallons Used	2
Total Water and Sewer Usage	\$11.70

Explanation	Amount
Additional Charges	
Federal Universal Service Charge	\$0.74
Federal Excise Tax	\$0.68
State Communications Tax	\$0.40
Local Communications Tax	\$0.49
Total Additional Charges	\$2.32

Type	Explanation	Minutes
Call Type Summary		

ITS Telecommunications Systems, Inc. is proud to be your complete communications provider offering the latest in advanced communications services.

FEDERAL UNIVERSAL SERVICE CHARGE

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PRESIDENT
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SERVICE AVAILABILITY POLICY

1.0 PURPOSE

Service Company hereby establishes this Policy for the purpose of creating a uniform method of determining the contribution in aid of construction to be paid and conditions to be met by property owners, builders or Developers (hereafter sometimes referred to as Contributor) within the Service Area seeking to obtain Water Service and Wastewater Service from Service Company. To insure the desired uniformity, the provisions of Chapter 25-30, Florida Administrative Code, are incorporated herein and made a part hereof.

2.0 AVAILABILITY

The provisions of this Policy are available to Contributors throughout the Service Area, subject to matters of economic feasibility.

3.0 REQUIREMENT FOR PAYMENT OF CONTRIBUTIONS IN AID OF CONSTRUCTION

Service Company hereby declares that it shall receive, as Contributions from Contributor(s), contributions in kind and/or cash payments (as provided in a Developer's Agreement) in order to defray: (i) Service Company's acquisition, engineering, administrative, construction and/or improvement costs for the property, facilities, equipment and professional services necessary to provide the on-site Water Distribution and Wastewater Collection System, as applicable; and (ii) Service Company's acquisition, engineering, administrative, construction and/or improvement costs for the property, facilities, equipment and professional

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SERVICE AVAILABILITY POLICY

services necessary to provide the Off-site Water Distribution and Wastewater Collection System, the Water Treatment Plant Facilities, and the Wastewater Treatment Plant Facilities, as applicable. The foregoing Off-site facilities and Treatment Plant costs shall be allocated on a pro rata basis amongst the properties receiving service therefrom.

The total amount of Contributions received by Service Company from Contributor(s) shall be in compliance with Rule 25-30.580, F.A.C.

4.0 ON-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION)

Service Company may design and install On-site facilities and require Contributors to pay the actual cost of design and construction, including all fees hereinafter enumerated. In the alternative, Service Company may permit or require Contributor to install the On-site facilities as designed by Contributor's engineer, such engineering, installation and construction to be subject to the approval of Service Company. In the event Contributor requests Service Company to provide design, construction and installation services, Contributor shall pay all Service Company's costs for engineering, supervision, administration and legal work. Contributor shall also be responsible for financing of the On-site facilities in such a manner as to permit transfer of ownership and control of the facilities to Service Company free and clear of any impediment to the continuous unfettered enjoyment of Service Company. Contributor shall be responsible for any federal income taxes due from Service Company resulting from the payment for and/or the transfer of such On-site facilities to the Service Company. All transfers of On-site facilities shall be in form reasonably satisfactory to Service Company's attorney and shall be accompanied by satisfactory evidence of

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SERVICE AVAILABILITY POLICY

ownership free and clear of any liens and encumbrances. All expenses of any nature related to the On-site project, such as, but not limited to, fees for permits and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering shall be paid by Contributor.

Service Company may install or may require the installation of oversized lines or facilities on a Contributor's property to provide service to other properties in accordance with the master plan of Service Company. In this event, Contributor may be required to advance the entire cost and the balance of the cost in excess of the cost to serve the Contributor will then be the subject of a refundable advance agreement.

For purposes of this Policy, the term On-site System is defined as the component parts of the Wastewater Collection System and Water Distribution System located within Contributor's property and includes all facilities prior to the Point Of Delivery, as that term is defined in Rule 25-30.210(6) and (7), F.A.C., or any subsequent version of such rule. In the event Off-site facilities intersect Contributor's property via an easement, such facilities shall not be included within the On-site facilities. The Customer's Installation shall include all facilities located on the Contributor's side of the Point of Delivery. The Customer Installation(s) shall remain the property and maintenance responsibility of Contributor or any subsequent owner.

5.0 OFF-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION)

The term Off-site System, as used in this Policy, shall include all component parts of the Wastewater Collection System and Water Distribution System on Service Company's side of the Point of Delivery, as shown on

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SERVICE AVAILABILITY POLICY

the "Engineering Plans" for the installation of such Off-site System.

Service to property may be dependent upon the extension of or the existence of previously extended Off-site facilities. Whenever use of such Off-site facilities is necessary to render service, the Contributor must pay in advance the total cost of Contributor's pro rata share of all Off-site facilities necessary to provide service to the property (tract) to be rendered service (main extension charges) as set forth in paragraph 7.0, entitled Main Extension Charges. The charge for the pro rata share of Off-site facilities shall be applicable whether or not the facilities have been previously constructed or are necessary to be constructed to serve Contributor. In the event that service can not be provided without extending facilities, Contributor may be subject to the provisions of paragraph 22.0, entitled Refundable Advances. In the further event that the cost of the necessary extension will exceed the established main extension charges and there will probably be no additional connections to the extended line, the main extension charge fee will be replaced by payment for the cost of the main extension. Under such circumstances the Contributor shall always pay the greater of either the cost of line extension or the main extension fee. Service Company may permit or require Contributor to install all or a portion of such Off-site facilities, in which event such Off-site facilities shall be designed by Contributor's engineer, with such engineering, installation and construction to be subject to the approval of Service Company and in conformity to design standards and specifications obtained from Service Company's engineer. If such Off-site facilities are constructed by Contributor, Contributor shall pay all expenses of any nature related to such project, such as, but not limited to, fees and

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costs incurred in connection with inspection, installation, analysis, testing, insurance and legal work, as well as the actual cost of engineering, design and construction of such facilities. Contributor shall be responsible for financing such Off-site facilities in such a manner as to permit transfer of ownership and control of the facilities to Service Company free and clear of any impediment to the continuous unfettered enjoyment of Service Company. Contributor shall be responsible for any federal income taxes due from Service Company resulting from the payment for and/or the transfer of such Off-site facilities to the Service Company. All transfers of such Off-site facilities constructed by Contributor shall be in form reasonably satisfactory to Service Company's attorney and shall be accompanied by satisfactory evidence of ownership free and clear of all liens and encumbrances. Service Company may require the installation of oversized Off-site lines and facilities to provide service for other properties in accordance with the master plan of Service Company. In this event, Contributor may be required to advance the entire cost of such facilities. If so required, the balance of the cost in excess of the cost to serve Contributor will then be the subject of a refundable advance agreement.

6.0 PLANT CAPACITY CHARGES

Service Company requires that all Contributors pay for a pro rata share of the cost of Service Company's Water and Wastewater Treatment Plants, as Plant Capacity Charges, whether or not the facilities have been constructed or may be constructed. Such charges to Contributors pursuant to this Policy are calculated based upon the estimated demand of the Contributor's proposed installations and improvements upon the transmission and treatment facilities of the Service Company and is computed by multiplying the charges set

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SERVICE AVAILABILITY POLICY

forth on the Schedule of Fees and Charges by the estimated daily demand of the Contributor's proposed installations and improvements.

7.0 MAIN EXTENSION CHARGES

Service Company requires that all Contributors pay for a pro rata share of the cost of Service Company's Water Distribution and Wastewater Collection Systems, as Main Extension Charges, whether or not the facilities have been constructed or may be constructed. Such charges to Contributors pursuant to this Policy are calculated based upon the estimated use of the facilities and will ordinarily be computed by multiplying the charges set forth in the Schedule of Fees and Charges by the estimated demand of Contributor on Service Company's facilities.

8.0 GALLONS PER DAY

The Gallons Per Day per Equivalent Residential Connection ("ERC"), is 250 gallons for wastewater and 300 gallons for water.

9.0 DEVELOPER AGREEMENTS

Unless the situation otherwise dictates or Commission rules require, Service Company will prepare and Contributor and Service Company shall execute a Developer Agreement, which Agreement shall be consistent with the provisions of this Service Availability Policy and in conformity with Rules 25-30.540, 25-30.550 and 25-30.585 F.A.C. Service Company shall require that the Contributor, in addition to the fees and charges set forth herein, bear the cost of preparation of said Developer Agreement by Service Company's independent counsel and the reasonable administrative costs

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incurred by Service Company in negotiating, preparing, executing and obtaining approval from the Florida Public Service Commission, ("Commission" and/or "FPSC"), of said Developer Agreement. Said charges shall not exceed that amount reasonably incurred for such services.

10.0 CAPACITY ALLOCATIONS

Upon payment by the Contributor and proper execution of a Developer Agreement for Service Availability pursuant to these rules, Service Company will reserve and will allocate to Contributor the portion of plant facilities and Off-site line capacity as set forth in the Developer Agreement. If, for example, the Contributor contemplates construction of ten (10) single-family residences upon his property with a demand of ten ERCs, ten ERCs of capacity will be built or reserved for the Contributor. In those areas where the experience of Service Company has demonstrated that the demand characteristics of particular kinds of customers exceeds the stated gallonage for one ERC, Service Company shall require that the Contributor pay those fees and make the necessary commitments based on the actual and experienced demand, and not some assumed or stated demand. Thus, when Service Company's records and experience demonstrate, for example, 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 Six Hundred (600) gallons then the charges per gallon demand set forth in the Schedule of Fees and Charges shall be multiplied by the actual number of gallons of actual and experienced demand. In no event, however, shall Service Company be required to build or accept plans, specifications, fees, charges or agreements predicated upon demand for Service for less than the stated gallons per Equivalent Residential Connection ("ERC") set forth herein.

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SERVICE AVAILABILITY POLICY

11.0 ACTION BY GOVERNMENTAL AUTHORITIES OR CURTAILMENT FROM OTHER CAUSES

Requirements by appropriate governmental authorities to limit or curtail utility services, such as governmental moratoriums or other causes beyond Service Company's sole control, may restrict the use of utility services. Contributors obtain reservations for service or the service itself subject to notice of this limitation.

12.0 TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE

Service Company reserves the right to construct all facilities for providing Service to the point of connection. If Service Company determines that it will accept such facilities constructed by others whether On-site or Off-site facilities, the following rules will apply:

Each Contributor (Developer) who has constructed portions of a Distribution or Collection System shall convey such component parts of the Systems to Service Company by bill of sale, in form satisfactory to Service Company's attorney, together with such evidence as may be requested by Service Company that the Systems proposed to be transferred to Service Company are free of all liens and encumbrances.

Any facilities in the category of consumer's connections on the customer's side of the connection point shall not be transferred to Service Company and shall remain the property of individual customers, their successors or assigns.

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(Continued from Sheet No. 32.7)

SERVICE AVAILABILITY POLICY

Service Company shall not be required to accept title to any component part of the Collection or Distribution System until Service Company's engineer has approved the construction of said lines, accepted the tests which determine that such construction is in accordance with the criteria established by Service Company and notified Contributor of acceptance of such lines for Service Company's ownership, operation and maintenance. Contributor shall indemnify and reimburse Service Company for the cost of any replacements or repairs required to be made to contributed facilities for one (1) year from the date of conveyance to Service Company.

Contributor shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by Contributor. Such cost information shall be furnished to Service Company concurrently with the bill of sale, and such cost information shall be a prerequisite for the acceptance by Service Company of the portion of the Collection and Distribution Systems constructed by the Contributor.

The Contributor's cost records should be in sufficient detail so that the Service Company can determine the description of each item being contributed and the cost to the Contributor. Said costs shall include, but not be limited to, fees for permits, inspection, installation, analysis, testing, insurance, legal work or engineering.

Service Company reserves the right to refuse connection and to deny the commencement of service to any Contributor seeking to be connected to portions of the Collection and Distribution Systems until such time as the provisions of this section have been fully met.

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(Continued from Sheet No. 32.8)

SERVICE AVAILABILITY POLICY

With respect to a development which constitutes a "single unit" such as a mobile home park, a shopping center, or apartment complex, Service Company's obligation for service and maintenance of contributed lines and facilities located wholly within such developments, and not in public rights of way, shall extend solely to repair and/or replacement of the lines or facilities, and Service Company will not be liable in any manner for damages, replacement or repairs to surface areas. Service Company shall exercise its best efforts to restore the area upon which work was performed to the condition of said area prior to such work by Service Company.

13.0 EASEMENTS AND RIGHT-OF-WAY

As a prerequisite to the construction of any On-site or Off-site Collection or Distribution System proposed to be connected to the facilities of Service Company, Contributors shall be responsible for obtaining and conveying to Service Company all easements or rights-of-way necessary in connection with the installation of proposed facilities. Easements shall contain that amount of land required to provide ingress and egress to Service Company property together with a sufficient amount of land needed by Service Company to install, maintain, remove, repair and replace facilities of the Service Company. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to Service Company's attorney. Such conveyances shall be made without cost to Service Company.

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SERVICE AVAILABILITY POLICY

14.0 PLAN REVIEW FEES

Any engineering plans or designs for construction of facilities by a Contributor which are to become a part of Service Company's system, will be subject to review by Service Company. For this service, Service Company may charge a review fee based upon the actual cost to Service Company for review of Contributor's engineer's recommended plans and specifications for connection with the facilities of Service Company and administrative and legal costs incurred in connection therewith. Such review fees shall be paid by the Contributor in addition to all other charges above stated, as a condition precedent to service.

15.0 APPROVAL OF CONTRACTORS

Service Company shall have the right to approve any independent contractors retained by Contributor with regard to the competency of the independent contractor to perform such work. Such approval shall not be unreasonably withheld by Service Company.

16.0 INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Contributor or its plumbing contractor to connect Contributor's plumbing installation with the Water or Wastewater System. Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Service Company's rules governing such connections, and that the connection, as made, is free from infiltration, backflow or leakage.

(Continued to Sheet No. 32.11)

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(Continued from Sheet No. 32.10)

SERVICE AVAILABILITY POLICY

The Contributor shall notify Service Company of any proposed interconnection with the facilities of Service Company, and connection may be made without the presence of Service Company's inspector. However, such connection shall remain open until inspection by Service Company and until notice of the approval of such connection is furnished to the Contributor in accordance with the practices and procedures of Service Company. Any connection covered without the benefit of inspection will result in the Contributor being required to reopen the connection for subsequent inspection. If Service Company fails to inspect the connection within forty-eight (48) hours after notice that the same is ready to inspect, the connection shall be deemed approved by Service Company.

Any rights of Service Company to make inspections or perform tests or to have Developer perform same shall not impose any obligations on Service Company to perform same. Any inspections or tests performed by Service Company or Contributor shall not be construed to impose any guarantee on the part of Service Company as to materials, workmanship, compliance with Standards or relieve Contributor of the responsibility for the proper construction, installation and connection of said facilities.

17.0 DISPOSITION OF CAPACITY BY CONTRIBUTOR

Contributor may assign, pursuant to its Developer Agreement with Service Company, its capacity allotment, provided, that Assignee assumes all of Assignor's obligations under the Developer Agreement and Assignor obtains consent to the Assignment from Service Company. Service Company will not unreasonably withhold consent to an Assignment if it is in relation to a sale of the Contributor's property or if such Assignment is within four (4) years of the date of the execution of the Developer Agreement. In the event of such an

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(Continued from Sheet No. 32.11)

SERVICE AVAILABILITY POLICY

Assignment, the Assignee shall ratify the previous Developer Agreement of the Contributor or enter into a new Developer Agreement, at the discretion of the Service Company, and pay all of the Service Company's legal and administrative costs reasonably incurred in connection with such Assignment. Except as provided pursuant to any refundable advance agreement, Service Company shall be under no obligation whatsoever to refund to Contributors contributions-in-aid-of-construction whether payable in cash or in the form of contributed property.

18.0 SYSTEM CONSTRUCTION

If any On-site or Off-site Systems are constructed by the Contributor, Service Company shall establish specifications based upon sound engineering and public utility practices conforming to Service Company's master plan for its Systems, and the Contributor shall, not less than thirty (30) days prior to commencing construction, furnish Service Company with a complete copy of the plans and specifications of the proposed On-site or Off-site Systems. Service Company shall have twenty (20) days in which to determine the acceptability of the plans and specifications furnished to it by the Contributor. If Service Company shall object to the plans and specifications or any part thereof, the Contributor shall defer the commencement of construction pending the resolution of Service Company's objections.

19.0 INSPECTIONS

Service Company shall have, at all times during the construction, the right to inspect the construction of the On-site or Off-site Systems being built by the Contributor, or his agents or employees. Service Company may charge an inspection fee for this service

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(Continued from Sheet No. 32.12)

SERVICE AVAILABILITY POLICY

based upon the actual cost to Service Company of inspection of facilities constructed by Contributors or independent contractors for connection with the facilities of Service Company and administrative and legal costs incurred in connection therewith.

20.0 EXTENSION OUTSIDE TERRITORY

Provision of service outside Service Company's certificated territory involves formal proceedings before the Florida Public Service Commission and entails engineering, administrative and legal expenses in addition to costs expected by the Service Company to provide service within its territory. Service Company will not be obligated to provide service outside the territory unless the Contributor agrees to pay in advance the reasonable costs of necessary formal proceedings, and the amount advanced will be adjusted to conform with the actual expenses after the proceedings have been completed. Service Company will make extensions outside the territory only if the extensions and treatment plant reservation or expansion required to serve such extensions are economically feasible as defined by Rule 25-30.515(7), F.A.C., and satisfy the requirements of Section 367.121(1)(d), Florida Statutes.

21.0 ADJUSTMENT PROVISIONS

The charges set forth herein may be adjusted or this Policy may be otherwise modified in accordance with the applicable Florida Statutes and the Rules and Regulations of the Florida Public Service Commission, either upon the initiative of the Commission or by request of Service Company.

(Continued to Sheet No. 32.14)

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(Continued from Sheet No. 32.13)

SERVICE AVAILABILITY POLICY

22.0 REFUNDABLE ADVANCES

Service Company may require, in addition to the charges set forth herein, a refundable advance by a Contributor to temporarily defray the cost of any extension of Off-site or Plant facilities in excess of the size needed to provide service to the subject property of Contributor. The Contributor may be required to advance to Service Company additional main extension charges or contribute plant facilities based upon the anticipated hydraulic load requirements of other undeveloped properties in order that such facilities may be constructed to serve the Contributor's property and to be in accordance with Service Company's master plan for service to the surrounding areas. Charges paid by the Contributor over and above the Contributor's hydraulic share or Contributor's share, as determined by such other method established by the Service Company reasonably related to the cost of providing service to Contributor, shall be refunded to Contributor in accordance with the terms and conditions of a refunding agreement which Service Company will negotiate with the Contributor and which shall be set forth in the Developer Agreement between Service Company and Contributor. The refund agreement will provide for a plan of refund based upon connection of other properties to such facilities determined in accordance with the extent of the Contributor's hydraulic share or shares determined by such other method established by Service Company reasonably related to the cost of providing service with other properties served by such facilities. Notwithstanding the provisions of this Section, Service Company may limit the life of the refund agreement to a term of not more than seven (7) years, after which time the refundable advance will be retained by the Service Company, and such refundable advance in favor of Contributor will be canceled. In no event, shall a Contributor recover an amount greater than the

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(Continued to Sheet No. 32.14)

SERVICE AVAILABILITY POLICY

difference between the capitalized cost of such improvements and the Contributor's own share of such improvements. Service Company will not include any interest upon the refund of the Contributor's advance. Service Company will make refunds to Contributors entitled to the refund of advances on a pro rata basis as others tie into the utility system and pay their charges to Service Company. In no event shall Service Company refund more to Contributors entitled to refunds than Service Company has collected from others.

23.0 GUARANTEED REVENUES

Service Company may require, in addition to other charges set forth herein, payment of a charge designed to cover a portion of the non-variable or fixed expenses of the Service Company, as designated by Commission rule or directive or advisory bulletin. This guaranteed revenue charge will be established by multiplying the Service Company's monthly base facility charge by 0%, unless the Commission directs otherwise.

The charge will be made to any developer, builder or customer, or to their successors, or assigns, on or after any request for capacity reservation has been made and accepted in accordance with rules and policies of Service Company and this Service Availability Policy. The charge is a recurring charge and will be billed monthly until such time as there has been an actual physical connection to Service Company's system. After connection to the system, Service Company will charge pursuant to its approved tariff.

24.0 LIEN FOR UNPAID FEES AND CHARGES

Any fees and charges due, including, but not limited to, plant capacity charges and main extension charges,

(Continued to Sheet No. 32.16)

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(Continued to Sheet No. 32.15)

SERVICE AVAILABILITY POLICY

if not paid as and when due shall become a lien on the property of the Contributor, which lien may be recorded and foreclosed on by Service Company.

25.0 METER INSTALLATION CHARGES

The Utility Company will charge a meter installation fee to offset the Utility Company's cost of the meter, appurtenances and cost of installation for the size meter required by the use characteristics of the property and the customer to be served as determined by the Utility Company. The current fee is set forth on the "Schedule of Fees and Charges" which is a part of this tariff.

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WASTEWATER TARIFF

INDIANTOWN COMPANY, INC.
NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

DOCUMENT NUMBER-DATE

07344 AUG 15 88

FPSC-COMMISSION CLERK

WASTEWATER TARIFF

INDIANTOWN COMPANY, INC.
NAME OF COMPANY

15158 S. W. Farms Road
Indiantown, FL 34956
(ADDRESS OF COMPANY)

(772) 597-2121
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

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WASTEWATER TARIFF

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TERRITORY AUTHORITY

CERTIFICATE NUMBER - 331-S

COUNTY - Martin

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
11891	04/27/83	810037-WS (CR)	Grandfather
PSC-92-0116-FOF-WS	03/03/92	910726-WS	Amendment
PSC-04-0967-FOF-WS	10/05/04	040497-WS	Amendment

(Continued to Sheet No. 3.1)

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(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Order No. PSC-92-0116-FOF-WS
ENTIRE SERVICE TERRITORY DESCRIPTION

Township 39 South, Range 38 East, Martin County

All of Section 22, South of State Road 710 R/W

Section 25, The South ½

Section 26, The West ½ of the South ½

All of Section 27, South of State Road 710 R/W

All of Section 34

All of Section 35, South of State Road 710 R/W

All of Section 36

Township 40 South, Range 38 East, Martin County

Section 1

The North ¾ of the East ½, the East ½ of the North ½ of the West ½, and the West ½ of the North 1.2 of the West ½ lying North of West Farm Road. (West Farm Road can be described approximately as follows: From the Northeast corner of said section Run 3,309 feet South along the East line to the intersection of West Farm Road; thence North 86° West along said road a distance of 1,095 feet; thence North 59° West a distance of 3,017 feet; thence North 77° West a distance of 1,338 feet to the intersection of said road with the West line of said section. This point also being 1,314 feet South of the Northwest corner of said section.)

(Continued to Sheet No. 3.2)

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(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED
(continued)

Township 40 South, Range 38 East, Martin County

Section 2

The area lying North of West Farm Road. (West Farm Road can be described as follows: From the Northeast corner of said section run South along the East Section line a distance of 1,314 feet to the intersection of West Farm Road; thence North 77° West a distance of 1,241 feet; thence North 61° West a distance of 2,093 feet to the intersection of the North line of said section. This point also being 3,090 feet West of the Northeast corner of said section.)

Township 39 South, Range 39 East, Martin County

All of Section 33

Section 31, The South 1/4

Township 40 South, Range 39 East, Martin County

All of Section 5

All of Section 6

All of Sections 4, 7, 8, 9, North of the St. Lucie Canal R/W

(Continued to Sheet No. 3.3)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED
(continued)

Order No. PSC-04-0967-FOF-WS

Parcel 1

In Section 26, Township 39 South, Range 38 East, commence at the Northwest corner of said Section 26, thence south along the west line of said Section 26 to the intersection with the westerly projection of the north line of Tract 56, Block B according to the Plat of Indiantown Farms as recorded in Plat Book 1, page 80 Public Records, Martin County, Florida, and the Point of Beginning; thence east along the north line of Tracts 56 and 11 and the easterly projection thereof to the east line of the west one-half of said Section 26; thence south along said east line to the intersection with the easterly projection of the south line of said Tract 11; thence west along the south lines of said Tracts 11 and 56 and the westerly projections thence to the west line of the aforesaid Section 26; thence north along said west line to the Point of Beginning.

Parcel 2

Begin at the Northwest corner of Section 31, Township 39 South, Range 39 East, in the centerline of County Road 609 (SW Allapattah Road); thence east along the north line of said Section 31 to the northeast corner of said Section 31; thence south along the east line of said Section 31 to the intersection with the south line of the North half of the South half of said Section 31; thence west along said south line to the intersection with the west line of said Section 31 and the centerline of said County Road 609; thence north along said west line and the centerline to the Northwest corner of said Section 31 and the Point of Beginning.

Parcel 3

Begin at the Northeast corner of Section 32, Township 39 South, Range 39 East; thence south along the east line of said Section 32 a distance of 1656 feet; thence northwest to the intersection with the north line of said Section 32 at a point 1880 feet west of the Northeast corner of said Section 32; thence east along said north line to the Northeast corner of said Section 32 and the Point of Beginning.

(Continued to Sheet No. 3.4)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED

(continued)

Parcel 4

Begin at the Southwest corner of said Section 32, Township 39 South, Range 39 East; thence north along the west line of said Section 32 to the intersection with the north line of the Southwest on quarter (SW 1/4) of said Section 32; thence east along said north line to the intersection with the east line of said Southwest one quarter (SW 1/4) of Section 32; thence south along said east line to the intersection with the south line of said Section 32; thence west along said south line to the Southwest corner of said Section 32 and the Point of Beginning.

Parcel 5

Being a parcel of land lying on Sections 8 and 9, Township 40 South, Range 39 East, Martin County, Florida, being more particularly described as follows:

Being bounded on the northwest by the southerly right-of-way line of State Road 76 and being bounded on the northeast and the southeast by the westerly and the northwesterly right-of-way line of SW Indiantown Avenue and being bounded on the southwest by the easterly right of way line of State Road 710.

JEFFREY S. LESLIE
ISSUING OFFICER

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TITLE

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
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JEFFREY S. LESLIE
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PRESIDENT
TITLE

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 is INDIANTOWN COMPANY, INC.
- 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)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 5.0)

TECHNICAL TERMS AND ABBREVIATIONS

(continued)

- 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.

JEFFREY S. LESLIE
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INDEX OF RULES AND REGULATIONS

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(Continued from Sheet No. 6.0)

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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 WASTEWATER SERVICE - To obtain wastewater service, application should be made at the office of the Service Company. Applications are received by the Service Company with the understanding that there is no obligation on the part of the Service Company to render wastewater service other than that which is then available from its existing wastewater plant and collection equipment and service lines.

The applicant shall furnish to the Service Company the correct name, street address and lot and block number at which wastewater service is to be rendered.

- 4.0 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.

- 5.0 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.

- 6.0 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.

- 7.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

(Continued on Sheet No. 8.0)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
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(Continued from Sheet No. 7.0)

RULES AND REGULATIONS
(continued)

- 8.0 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.
- 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 wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

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

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

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

(Continued on Sheet No. 9.0)

JEFFREY S. LESLIE
ISSUING OFFICER

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TITLE

(Continued from Sheet No. 8.0)

RULES AND REGULATIONS
(continued)

- 11.0 PRE-TREATMENT OF WASTEWATER - The Service Company reserves the right to require the Consumer to pre-treat or install such equipment as, in the sole discretion of the Engineering Department of Service Company, may be necessary to remove pollutants or contaminants from Consumer's waste water that are incompatible or can not be adequately treated by Service Company's equipment. Failure by Consumer to provide such pre-treatment equipment installed prior to Point of Collection shall be a basis for Service Company to deny wastewater service to the Consumer.
- 12.0 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.
- 13.0 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.

- 14.0 CONNECTION TO MAINS - For all connections to the water and/or wastewater mains belonging to the Service Company, applicants must first apply to the Company for a permit. Upon the payment of the required fee of \$2.50 for each service hookup, for each type of service required, a permit for each service hookup shall be issued, conforming to the rules and specifications for such hookups which will be on file at the offices of the Service company.

Where the construction of Consumer's Installation by the Consumer are necessary between the premises and the mains, the installation shall be constructed in accordance with the Service Company's specifications and shall be subject to inspection by the Service Company before service can be instituted. The inspection fee for the inspection of the installation shall be \$50.00 for each inspection visit.

(Continued on Sheet No. 10.0)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
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(Continued from Sheet No. 9.0)

RULES AND REGULATIONS
(continued)

Where the Service Company shall be required to install additional water and/or wastewater mains to bring service to the Consumer, the cost of the additional main shall be charged to the Consumer. Street opening fees by the County and costs of street openings, backfill, and repaving shall be borne by the Consumer.

It is a requirement of the Service Company that a Consumer shall be hooked to the water service supplied by the Service Company and refusal by Consumer to abide by this Rule shall be the basis to refuse wastewater service or to disconnect any wastewater service already installed. In cases where for technical reasons, Service Company can not provide water service, then this rule may be waived, provided such water service as may be provided shall flow through a meter and be subject to readings by the Service Company for purpose of fixing charges for wastewater service.

- 15.0 CONSUMER'S INSTALLATION - Each Consumer will be responsible for keeping his installation open to the Point of Collection to mains furnished by Service Company.
- 16.0 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.
- 17.0 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.
- 18.0 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.

(Continued on Sheet No. 11.0)

JEFFREY S. LESLIE
ISSUING OFFICER

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TITLE

(Continued from Sheet No. 10.0)

RULES AND REGULATIONS
(continued)

- 19.0 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.

- 20.0 DELINQUENT BILLS - Bills are due when rendered and become delinquent if not paid within fourteen (14) days. In accordance with Rule 25-30.320, Florida Administrative Code, after five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge provided for by these Rules and Regulations. There shall be no liability of any kind against the Service Company by reason of discontinuance of wastewater service to the Consumer for failure of the Consumer to pay the bills on time. A penalty charge of \$.50 per month, or any part thereof shall be made on all bills not paid within twenty (20) days.

In any convergent billing format on which a bill for wastewater service is itemized with bills for other services, a partial payment of the total bill for all services will be applied first to water and wastewater service, then to local telephone service and finally to any non-regulated services.

Failure of the Consumer to pay a water bill when due shall be considered a cause to discontinue wastewater service even though the wastewater service bills shall have been paid when rendered.

Any construction costs incurred by the Service Company in disconnecting wastewater service for non-payment shall be paid by the Consumer before wastewater service can be reconnected.

The Service Company will not accept partial payment for any bill rendered unless such partial payment completely covers both water and wastewater service or unless an agreement has been reached with Service Company to accept such partial payment.

(Continued on Sheet No. 12.0)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 11.0)

RULES AND REGULATIONS

(continued)

- 21.0 RECONNECTION CHARGE - After disconnection of wastewater service for non-payment of a bill by a Consumer, or at Consumer's request, a charge of fifteen dollars (\$15.00) will be made for restoration of service between 9:00 a.m. and 4:00 p.m. Monday through Friday, exclusive of holidays, and of thirty dollars (\$30.00) for restoration of service during other than these hours and days, all charges payable in advance.
- 22.0 REIMBURSEMENT FOR EXTRA EXPENSES - The Consumer shall reimburse the Service Company for all extra expenses (such as special trips, inspections, additional clerical expenses, etc.) incurred by the Service Company on account of the Consumer's violation of the contract for service or of the Service Company's Rules and Regulations.
- When performed during regular working hours, the charge for this expense shall not exceed fifteen dollars (\$15.00); if, at Consumer's request, the service is performed at other than regular working hours, the charge shall not exceed thirty dollars (\$30.00).
- 23.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time that the wastewater service is being furnished to the premises, upon application to the Service Company by the Consumer for a temporary shut-off of at least sixty (60) days duration, billing for wastewater service to the premises will be suspended for the number of whole months that wastewater service is discontinued to the premises.
- 24.0 SERVICE CONNECTION - Wastewater service shall only be supplied to the Consumer after application shall have been made and accepted by the Service Company. A wastewater service connection will only be made during the hours of 9:00 a.m. to 4:00 p.m. Monday through Friday. Wastewater Service connection will be made at other times only in emergency or by special agreement with the Service Company. A charge for such off hour connection of thirty dollars (\$30.00) shall be made in advance.
- 25.0 PAYMENT OF CHARGES - Payment of charges for wastewater service, for delinquent bills, for premise visits and for reconnection, reimbursement for extra expenses and payment of charges for off hour service connection, as described in Rule Numbers 18.0, 19.0, 20.0, and 22.0 of this tariff, must be made in person at the Service Company's business office during regular business hours, or must be mailed and received at the business office in advance of the work to be done. Payment will not be accepted by personnel in the field or by office personnel at a location outside of the Service Company's business office.

(Continued on Sheet No. 13.0)

JEFFREY S. LESLIE
ISSUING OFFICER

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TITLE

(Continued from Sheet No. 12.0)

RULES AND REGULATIONS
(continued)

- 26.0 ESTIMATED CHARGES - The Service Company reserves the right to make monthly estimated charges for wastewater services rendered when access to the water meter facilities is denied or prevented. Said estimated charges to be based upon Consumer's record of past consumption and if no such record is available the charges will be based upon an estimated average for monthly use.
- 27.0 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.
- 28.0 TAX CLAUSE - Rates and/or charges may be increased or a surcharge added in the amount of the applicable proportionate part of any taxes and assessments imposed by a governmental authority, which are assessed on the basis of meters or Consumers or the price of or revenues from wastewater service sold.
- 29.0 CHANGE OF OCCUPANCY - When change of occupancy takes place, on any premises supplied by the Service Company with wastewater service, WRITTEN NOTICE thereof shall be given at the office of the Service Company not less than three (3) days prior to the date of change by the outgoing Consumer, who will be held responsible for all wastewater service used on such premises until such written notice is so received and the Service Company has had reasonable time to discontinue wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service automatically terminates the prior account. Consumer's deposit may be transferred from one service location to another, if both locations are serviced by the Service Company and if all outstanding charges on the previous location are paid in full. Consumer's deposit may NOT be transferred from one name to another.

For the convenience of its Consumers, the Service Company will accept telephone orders to discontinue or transfer wastewater service and will use all reasonable diligence in the execution thereof. However, oral orders or advice can not be deemed binding or be considered formal notification to the Service Company.

- 30.0 CONNECTION REQUIREMENTS - All Consumers seeking connection to the wastewater system of the Service Company shall apply for and obtain the necessary permit before commencing construction of the Consumer's installation to be connected at Point of Delivery and shall have all of Consumer's installation conform to the conditions and specifications for connection to the wastewater system of the Service Company and Rule 13 shall apply to the right of Service Company to make an inspection of such installation prior to rendering wastewater service.

(Continued on Sheet No. 14.0)

JEFFREY S. LESLIE
ISSUING OFFICER

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TITLE

(Continued from Sheet No. 13.0)

RULES AND REGULATIONS
(continued)

- 31.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 32.0 ALL WATER THROUGH METER - That portion of the Consumer's installation for water service shall be so arranged that all water service shall pass through a meter. No temporary pipes, nipples, or spacers are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment. No private water supply or system other than the Service Company can be connected to the pipes, conduits, or other water supply system of the Consumer, except on the written approval of the Service Company.
- 33.0 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.
- 34.0 CONSUMER SECURITY DEPOSITS - Before rendering wastewater service, the Service Company will require a deposit or guarantee satisfactory to the Service Company to secure the payment of bills; and the Service Company shall give the Consumer a non-negotiable and non-transferable deposit receipt. The amount of such deposit shall be seven dollars (\$7.00) or an amount necessary to cover minimum charges for service for three (3) billing periods, whichever is greater. A wastewater deposit of seven dollars (\$7.00) for each new residential wastewater connection, and a wastewater deposit of an amount equal to two times the estimated monthly billing for new commercial wastewater connections shall be required and collected in advance of the start of service. The wastewater deposit required to service multiple family dwellings shall be seven dollars (\$7.00) multiplied by the number of individual residential units in the structure. The Consumer shall be entitled to a refund or credit of the deposit on the final bill when service is discontinued.

A special deposit of an amount equal to triple the amount of the security deposit above stated or at least three (3) months average billings, whichever amount is larger, shall be required and collected in advance of restoration of wastewater service after disconnection of such service for non-payment of a bill by a Consumer.

(Continued on Sheet No. 15.0)

JEFFREY S. LESLIE
ISSUING OFFICER

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(Continued from Sheet No. 14.0)

RULES AND REGULATIONS
(continued)

The Company will pay interest on customer's deposit at the rate of eight percent (8%) per annum. The payment of interest will be made once each year as a credit on regular bills and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then interest will be paid from the date of commencement of service.

The Company will pay or credit accrued interest to the customers account during the month of October each year.

Upon final settlement of customers account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the Company of the applicable deposit receipt or when the receipt cannot be produced, upon adequate identification.

- 35.0 METER BENCH TEST REQUEST - If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the following schedule of fees and shall be in accordance with Rule 25-30.266, F.A.C.:

<u>Meter Size</u>	<u>Fee</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

- 36.0 REFUND OF METER BENCH TEST DEPOSIT - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, F.A.C., the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

- 37.0 METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25.30.265, Florida Administrative Code.

- 38.0 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.

(Continued on Sheet No. 16.0)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 15.0)

RULES AND REGULATIONS
(continued)

- 39.0 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.
- 40.0 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.

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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

RATE -

Base Facility Charge

5/8" x 3/4"	\$ 21.43
1"	\$ 53.59
1.5"	\$ 107.16
2"	\$ 171.46
3"	\$ 342.92
4"	\$ 535.82
6"	\$1,071.65
8"	\$1,714.64
8" Turbo	\$1,928.86

Gallage charge
per 1,000 gallons \$ 4.81

MINIMUM CHARGE - Base Facility Charge

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, separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - _____

TYPE OF FILING - TMOC

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

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

BILLING PERIOD - Monthly

RATE -

Base Facility Charge

Meter Size

All Meter Sizes \$ 21.43

Gallonage charge
per 1,000 gallons
(maximum of 10,000 gallons) \$ 4.01

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 - _____

TYPE OF FILING - TMOC

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

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:

	Residential	General Service
5/8" x 3/4"	<u>\$7.00</u>	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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 each year.

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

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

EFFECTIVE DATE - _____

TYPE OF FILING - TMOC

JEFFREY S. LESLIE
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PRESIDENT
TITLE

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.

LATE PAYMENT - This charge would be levied when a customer's billing account is not paid within 20 days, and is therefore delinquent.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$ 15.00	\$ _____
Normal Reconnection Fee	\$ 15.00	\$ _____
Violation Reconnection Fee	\$ Actual Cost[1]	\$ _____
Premises Visit Fee	\$ 10.00	\$ _____

[1] Actual Cost is equal to the total cost incurred for services

EFFECTIVE DATE - _____

TYPE OF FILING - TMOG

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY FEES AND CHARGES

REFER TO SERVICE
 AVAILABILITY POLICY

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
Customer Connection (Tap-in) Charge		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (250)GPD	\$6.25	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (250)	\$ _____	
All others-per gallon/month	\$	
Inspection Fee	\$[¹] actual cost	
Main Extension Charge		
Residential-per ERC (250 GPD)	\$ 679.00	
All others-per gallon	\$ 2.72	
or Residential-per lot (foot frontage)	\$	
All others-per front foot	\$	
Plan Review Charge	\$[¹] actual cost	
Plant Capacity Charge		
Residential-per ERC (250GPD)	\$	
All others-per gallon	\$	
System Capacity Charge		
Residential-per ERC (250 GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE - _____

TYPE OF FILING - TMOG

JEFFREY S. LESLIE
 ISSUING OFFICER

PRESIDENT
 TITLE

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	25.0
COPY OF CUSTOMER'S BILL	26.0 - 26.4
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	24.0

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CUSTOMER'S GUARANTEE SEWER DEPOSIT RECEIPT		No. 09399	
Received From		Cash Check	ISSUED AT INDIANTOWN, FLORIDA
Service Address			20
As A Deposit		and 1/100 Dollars	Acct.
This receipt is not negotiable or transferable and is redeemable only by the customer whose name appears hereon.	To guarantee the payment of any and all indebtedness for water service which may be or become due to Indiantown Co., Inc. (hereinafter called the company) by said customer. Customer agrees that such deposit or any part thereof may be applied by the company at any time in satisfaction of said guarantee. That after such application the remainder thereof may be applied in discharge of any indebtedness of the customer to the Company whatsoever and that the company may use said deposit as if the Company were the absolute owner thereof. Upon discontinuance of any or all services covered by this deposit and the presentation of this receipt and proper identification, the company agrees to refund to the customer that portion of the deposit applying to the service or services discontinued, less any amount then due the Company. This deposit shall not preclude the company from discontinuing for non-payment any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services.		Total Amount Received
	INDIANTOWN CO., INC. By _____		

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

APPLICATION FOR WASTEWATER SERVICE

NAME _____ Date _____
Print or Type Last Name First
Address _____ City or Subdivision _____
Send Bill to _____
Turn on Date _____ No. of Baths _____ Acct. No. _____

APPLICATION FOR SEWER SERVICE

INDIANTOWN CO., INC.

I hereby request Indiantown Co., Inc. to supply sewer service at the above premises until receipt of formal notice from me requesting discontinuance of such sewer service.

I agree to pay for sewer service promptly each period at the rate or rates therefor established from time to time by Indiantown Co., Inc., and abide by present and future rules and regulations for sewer service established by Indiantown Co., Inc.

Accepted:
INDIANTOWN CO., INC.

Signed:
Owner _____

By _____

Tenant _____

Turn Off Date _____

Deposit _____

Date Received	Amount	Receipt Number
Date Deposit Refunded _____		

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

COPY OF CUSTOMER'S BILL



P.O. Box 277
Indiantown, FL 34956

Address Service Requested

Check here for change of address.

WELDON H CARDIN
15908 SW INDIANWOOD CIR
INDIANTOWN FL 34956-3627

Remittance Section	
Statement Date:	08/01/2008
Invoice Number:	591299
Account Number:	ITSRES-0101735
Due Date:	08/20/2008
Total Due:	\$69.03
Payment Amount:	\$ _____

Please make checks payable to: ITS Telecom



ITS TELECOM SERVICES, INC.
PO BOX 277
INDIANTOWN FL 34956



Please detach and return above portion with your payment



Important Information

BILL PAYMENT REMINDER:

When paying at our office, please bring this page of the bill with you.

Palm Beach/Treasure Coast ★



Get Connected. Get Answers.

211 Public Service Announcement

211 Palm Beach/Treasure Coast is a non-profit organization that provides information, referral, crisis intervention, suicide intervention, supportive counseling, and community education 24 hours a day, 7 days a week. Programs and services are available for all individuals of all ages, and every call is free, confidential and anonymous. For more information call 2-1-1 or visit us on the web at www.211treasurecoast.org.

Statement of Account	
Account Number:	ITSRES-0101735
Statement Date:	08/01/2008
Invoice Number:	591299
Due Date:	08/20/2008
Total Due:	\$69.03

Summary of Charges

Previous Balance	\$80.73
Jul 7 Thank you for your payment	-\$80.73
Balance Forward	\$0.00
Recurring Charges	\$55.01
Water & Sewer Usage	\$11.70
Additional Charges	\$2.32
Total Current Charges	\$69.03

Total Amount Due \$69.03

QUESTIONS?
For Telephone Inquiries call 772-597-2111
For Water/Wastewater call 772-597-2121
Or Toll Free call 888-888-6242

Page 1 of 3

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

COPY OF CUSTOMER'S BILL
continued



Invoice Date
08/01/2008

Account Number
ITSRES-0101735

Invoice Number
591299

WELDON H CARDIN
15908 SW INDIANWOOD CIR
INDIANTOWN FL 34956-3627
Account Number ITSRES-0101735

Telecommunications companies must pay a percentage of their interstate end-user revenues to the Universal Service Fund. This percentage is called the contribution factor. The contribution factor may change four times a year (quarterly) and is increased or decreased depending on the needs of the Universal Service programs. You can read more about the Universal Service Administration by visiting www.usac.org

	Service Summary				Total
	Recurring Charges	One-Time Charges	Usage Charges	Additional Charges	
Meter # 5-1010	32.83	0.00	11.70	0.00	44.53
(772)597-2647	22.19	0.00	0.00	2.32	24.51
Subtotal	\$55.01	\$0.00	\$11.70	\$2.32	\$69.03

You Can Now Pay Your Bill By Credit or Debit Card

Paying your bill is now even more convenient by using Visa, MasterCard, Discover or American Express. Payments may be set up to apply monthly or as a one time payment on your credit or debit card.

Recurring Charges Detail

Explanation	Amount
Indiantown Company	
Meter #: 5-1010 at 15908 SW INDIANWOOD CIR	
Billing Dates: Jul 1, 2008 - Jul 31, 2008	
Sewer Base Facility 5/8 X 3/4" Res*	\$21.43
Water Base Facility 5/8 X 3/4" Res*	\$11.39
Subtotal for Meter # 5-1010	\$32.82

ITS Telecommunications System, Inc.	
Local Service (772) 597-2647	
Billing Dates: Aug 1, 2008 - Aug 31, 2008	
Intrastate PIC: ITS TELECOMMUNICATIONS	
Interstate PIC: ITS TELECOMMUNICATIONS	
Access Line Residence Primary	\$9.58
FCC Access Single Line - Res	\$6.50
Martin County E911*	\$0.50
Residence Inside Wire Maint*	\$5.50
TeleAccess (FL Relay) Surcharge	\$0.11
Subtotal for (772) 597-2647	\$22.19
Total Recurring Charges Detail	\$55.01

*Non-payment of these charges will not result in the disconnection of your local telephone service.

Water and Sewer Usage

Explanation	Amount
06/19/08 - 07/19/08 Res Sewer Usage Chg	\$8.02
06/19/08 - 07/19/08 Res Water Usage Chg	\$3.66

Meter #: 5-1010	
Current Meter Reading	988
Previous Meter Reading	986
Thousands of Gallons Used	2

Total Water and Sewer Usage \$11.70

Additional Charges

Explanation	Amount
Federal Universal Service Charge	\$0.74
Federal Excise Tax	\$0.69
State Communications Tax	\$0.40
Local Communications Tax	\$0.49
Total Additional Charges	\$2.32

Call Type Summary

Type	Explanation	Minutes
------	-------------	---------

ITS Telecommunications Systems, Inc. is proud to be your complete communications provider offering the latest in advanced communications services.

FEDERAL UNIVERSAL SERVICE CHARGE

The Universal Service Fund helps provide communities across the country with affordable telecommunications services.

For Telephone Inquiries call 772-497-2111
For Water/Wastewater call 772-497-2121
Toll Free call 888-868-6742

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

CONDITIONAL PERMIT FOR WATER AND/OR
WASTEWATER SERVICE CONNECTIONS

INDIANTOWN COMPANY, INC.

Indiantown, Florida

CONDITIONAL PERMIT

for

WATER AND/OR SEWER SERVICE CONNECTIONS

I, _____, do hereby certify that I am the legal
Owner (or his authorized agent) of the _____ located at
_____ (address), Lot _____, Block _____
of _____ Subdivision.

In making application for and accepting permit for the construction of connections to the water and/or sewer services of Indiantown Company, Inc., (hereinafter referred to as the Utility) at the above described premises, it is understood by the undersigned that such permit is a **CONDITIONAL PERMIT**, issued conditionally and accepted by the undersigned upon the conditions, viz: (1) that the installations shall comply with the "Conditions and Specifications for Connections to Water Distribution and Sewage Collection Systems" on file at the offices of the Utility; that the work shall be accomplished by the certified Master Plumber designated below; (3) that the water and/or sewer facilities on the premises will be maintained by the undersigned in such a manner as to exclude from the main water and/or sewerage systems of the Utility such injurious substances as would tend to interfere with their proper operation or endanger the public health.

It is further understood and agreed by the undersigned that should the water and/or sewer service connections be improperly maintained to such an extent as to interfere with their proper operation or endanger the public health, the undersigned will have a certified Master Plumber disconnect the services and seal the connections to the main water and/or sewerage systems of the Utility upon being served with a twenty-four hour notice to do so by the Utility.

The installations and connections covered by this permit will be constructed by _____, certified Master Plumber, whose place of business is _____ (address), and who has been apprised of the conditions and specifications pertaining to the work which will be accomplished by him under this permit. Any change of the legal ownership (or authorized agent for same), or any change of the aforementioned Master Plumber prior to completion of the work covered by this permit will invalidate this permit unless renewed on the part of such new legal Owner (or his authorized agent).

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

APPLICATION FOR METER INSTALLATION

Accordingly, application is hereby made for a permit for:

- Water service connection, _____-inch size
- Sewer service connection, _____-inch size

Signed _____

Address _____

STATE OF FLORIDA
COUNTY OF _____

Before me the undersigned authority, a notary public, duly authorized to administer oaths and to take acknowledgments, personally appeared _____, to me well known, and who being first duly sworn upon oath deposes and says that he is the legal Owner (his authorized agent) of the above described premises, that he has carefully read the foregoing, that he did sign the same, and that all the facts therein by him stated are true.

Read, sworn to and subscribed before me this _____ day of _____, 19__.

Signed _____

My commission expires _____

Do Not Write Below This Line - For Use by the Utility

Permit No. _____ issued on _____ (date) upon receipt of fee in the amount of \$ _____.

Signed _____
for Indiantown Company, Inc.

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF SERVICE AVAILABILITY POLICY

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JEFFREY S. LESLIE
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TITLE

CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC)

Prior to the Tax Reform Act of 1986, Section 118(b) of the Internal Revenue Code provided for the exclusion of certain types of Contributions in Aid of Construction (CIAC) from the taxable income of a corporate utility. Such amounts were, therefore, tax exempt.

However, pursuant to the Tax Reform Act of 1986, Section 118(b) was amended to reclassify CIAC (both cash and property) as a taxable source of revenue, effective January 1, 1987. The net result of this action is that a utility which is a corporation must now pay income tax on the CIAC it collects.

Since the amount of this additional tax liability is directly attributable to the contributors (developers, builders, etc.) of the CIAC, the utility is authorized to collect this amount from those contributors.

Therefore, in accordance with Florida Public Service Commission Order No. 23541 issued on October 1, 1990, in Docket No. 860184-PU, Indiantown Company, Inc., has adopted the following specific guidelines to administer the calculation, collection, and reporting of CIAC tax liabilities.

1. On or after January 1, 1991, Indiantown Company, Inc., may collect from developers and others who convey cash and/or property to Indiantown Company, Inc., as CIAC, an additional amount that is reasonably intended to reimburse Indiantown Company, Inc., for the payment of corporation income tax resulting from the receipt of CIAC.
2. Indiantown Company, Inc., will use the following formula to calculate the "grossed up" valuation of the CIAC received (fair market value of cash and/or property received in addition to the respective federal and state corporation income taxes.)

$$\text{Depreciable Plant} \quad (\text{CP} - (\text{CP} * (\text{1/TL}) * \text{AR} * .5)) \\ * (\text{1}/(\text{1}-\text{CTR}))$$

$$\text{Land} \quad (\text{CL} * (\text{1}/(\text{1}-\text{CTR})))$$

Where:

- CP = Contributed plant
- TL = Tax life for contributed plant
- AR = Accelerated tax rate
- CTR = Combined federal and state income tax rate
- CL = Contributed Land

EFFECTIVE DATE: _____

TYPE OF FILING: TMOG

JEFFREY S. LESLIE
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TITLE

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet No.</u>
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JEFFREY S. LESLIE
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TITLE

SERVICE AVAILABILITY POLICY

1.0 PURPOSE

Service Company hereby establishes this Policy for the purpose of creating a uniform method of determining the contribution in aid of construction to be paid and conditions to be met by property owners, builders or Developers (hereafter sometimes referred to as Contributor) within the Service Area seeking to obtain Water Service and Wastewater Service from Service Company. To insure the desired uniformity, the provisions of Chapter 25-30, Florida Administrative Code, are incorporated herein and made a part hereof.

2.0 AVAILABILITY

The provisions of this Policy are available to Contributors throughout the Service Area, subject to matters of economic feasibility.

3.0 REQUIREMENT FOR PAYMENT OF CONTRIBUTIONS IN AID OF CONSTRUCTION

Service Company hereby declares that it shall receive, as Contributions from Contributor(s), contributions in kind and/or cash payments (as provided in a Developer's Agreement) in order to defray: (i) Service Company's acquisition, engineering, administrative, construction and/or improvement costs for the property, facilities, equipment and professional services necessary to provide the on-site Water Distribution and Wastewater Collection System, as applicable; and (ii) Service Company's acquisition, engineering, administrative, construction and/or improvement costs for the property, facilities, equipment and professional

(Continued to Sheet No. 32.1)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 32.0)

SERVICE AVAILABILITY POLICY

services necessary to provide the Off-site Water Distribution and Wastewater Collection System, the Water Treatment Plant Facilities, and the Wastewater Treatment Plant Facilities, as applicable. The foregoing Off-site facilities and Treatment Plant costs shall be allocated on a pro rata basis amongst the properties receiving service therefrom.

The total amount of Contributions received by Service Company from Contributor(s) shall be in compliance with Rule 25-30.580, F.A.C.

4.0 ON-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION)

Service Company may design and install On-site facilities and require Contributors to pay the actual cost of design and construction, including all fees hereinafter enumerated. In the alternative, Service Company may permit or require Contributor to install the On-site facilities as designed by Contributor's engineer, such engineering, installation and construction to be subject to the approval of Service Company. In the event Contributor requests Service Company to provide design, construction and installation services, Contributor shall pay all Service Company's costs for engineering, supervision, administration and legal work. Contributor shall also be responsible for financing of the On-site facilities in such a manner as to permit transfer of ownership and control of the facilities to Service Company free and clear of any impediment to the continuous unfettered enjoyment of Service Company. Contributor shall be responsible for any federal income taxes due from Service Company resulting from the payment for and/or the transfer of such On-site facilities to the Service Company. All transfers of On-site facilities shall be in form reasonably satisfactory to Service Company's attorney

(Continued to Sheet No. 32.2)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 32.1)

SERVICE AVAILABILITY POLICY

and shall be accompanied by satisfactory evidence of ownership free and clear of any liens and encumbrances. All expenses of any nature related to the On-site project, such as, but not limited to, fees for permits and costs incurred in connection with inspection, installation, analysis, testing, insurance, legal work or engineering shall be paid by Contributor.

Service Company may install or may require the installation of oversized lines or facilities on a Contributor's property to provide service to other properties in accordance with the master plan of Service Company. In this event, Contributor may be required to advance the entire cost and the balance of the cost in excess of the cost to serve the Contributor will then be the subject of a refundable advance agreement.

For purposes of this Policy, the term On-site System is defined as the component parts of the Wastewater Collection System and Water Distribution System located within Contributor's property and includes all facilities prior to the Point Of Delivery, as that term is defined in Rule 25-30.210(6) and (7), F.A.C., or any subsequent version of such rule. In the event Off-site facilities intersect Contributor's property via an easement, such facilities shall not be included within the On-site facilities. The Customer's Installation shall include all facilities located on the Contributor's side of the Point of Delivery. The Customer Installation(s) shall remain the property and maintenance responsibility of Contributor or any subsequent owner.

5.0 OFF-SITE FACILITIES (CONTRIBUTIONS IN AID OF CONSTRUCTION)

The term Off-site System, as used in this Policy, shall include all component parts of the Wastewater

(Continued to Sheet No. 32.3)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 32.2)

SERVICE AVAILABILITY POLICY

Collection System and Water Distribution System on Service Company's side of the Point of Delivery, as shown on the "Engineering Plans" for the installation of such Off-site System.

Service to property may be dependent upon the extension of or the existence of previously extended Off-site facilities. Whenever use of such Off-site facilities is necessary to render service, the Contributor must pay in advance the total cost of Contributor's pro rata share of all Off-site facilities necessary to provide service to the property (tract) to be rendered service (main extension charges) as set forth in paragraph 7.0, entitled Main Extension Charges. The charge for the pro rata share of Off-site facilities shall be applicable whether or not the facilities have been previously constructed or are necessary to be constructed to serve Contributor. In the event that service can not be provided without extending facilities, Contributor may be subject to the provisions of paragraph 22.0, entitled Refundable Advances. In the further event that the cost of the necessary extension will exceed the established main extension charges and there will probably be no additional connections to the extended line, the main extension charge fee will be replaced by payment for the cost of the main extension. Under such circumstances the Contributor shall always pay the greater of either the cost of line extension or the main extension fee. Service Company may permit or require Contributor to install all or a portion of such Off-site facilities, in which event such Off-site facilities shall be designed by Contributor's engineer, with such engineering, installation and construction to be subject to the approval of Service Company and in conformity to design standards and specifications obtained from Service Company's engineer. If such Off-site facilities are constructed by Contributor, Contributor shall pay all expenses of any nature

(Continued to Sheet No. 32.4)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 32.3)

SERVICE AVAILABILITY POLICY

related to such project, such as, but not limited to, fees and costs incurred in connection with inspection, installation, analysis, testing, insurance and legal work, as well as the actual cost of engineering, design and construction of such facilities. Contributor shall be responsible for financing such Off-site facilities in such a manner as to permit transfer of ownership and control of the facilities to Service Company free and clear of any impediment to the continuous unfettered enjoyment of Service Company. Contributor shall be responsible for any federal income taxes due from Service Company resulting from the payment for and/or the transfer of such Off-site facilities to the Service Company. All transfers of such Off-site facilities constructed by Contributor shall be in form reasonably satisfactory to Service Company's attorney and shall be accompanied by satisfactory evidence of ownership free and clear of all liens and encumbrances. Service Company may require the installation of oversized Off-site lines and facilities to provide service for other properties in accordance with the master plan of Service Company. In this event, Contributor may be required to advance the entire cost of such facilities. If so required, the balance of the cost in excess of the cost to serve Contributor will then be the subject of a refundable advance agreement.

6.0 PLANT CAPACITY CHARGES

Service Company requires that all Contributors pay for a pro rata share of the cost of Service Company's Water and Wastewater Treatment Plants, as Plant Capacity Charges, whether or not the facilities have been constructed or may be constructed. Such charges to Contributors pursuant to this Policy are calculated based upon the estimated demand of the Contributor's proposed installations and improvements upon the transmission

(Continued to Sheet No. 32.5)

JEFFREY S. LESLIE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 32.4)

SERVICE AVAILABILITY POLICY

and treatment facilities of the Service Company and is computed by multiplying the charges set forth on the Schedule of Fees and Charges by the estimated daily demand of the Contributor's proposed installations and improvements.

7.0 MAIN EXTENSION CHARGES

Service Company requires that all Contributors pay for a pro rata share of the cost of Service Company's Water Distribution and Wastewater Collection Systems, as Main Extension Charges, whether or not the facilities have been constructed or may be constructed. Such charges to Contributors pursuant to this Policy are calculated based upon the estimated use of the facilities and will ordinarily be computed by multiplying the charges set forth in the Schedule of Fees and Charges by the estimated demand of Contributor on Service Company's facilities.

8.0 GALLONS PER DAY

The Gallons Per Day per Equivalent Residential Connection ("ERC"), is 250 gallons for wastewater and 300 gallons for water.

9.0 DEVELOPER AGREEMENTS

Unless the situation otherwise dictates or Commission rules require, Service Company will prepare and Contributor and Service Company shall execute a Developer Agreement, which Agreement shall be consistent with the provisions of this Service Availability Policy and in conformity with Rules 25-30.540, 25-30.550 and 25-30.585 F.A.C. Service Company shall require that the Contributor, in addition to the fees and charges set

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forth herein, bear the cost of preparation of said Developer Agreement by Service Company's independent counsel and the reasonable administrative costs incurred by Service Company in negotiating, preparing, executing and obtaining approval from the Florida Public Service Commission, ("Commission" and/or "FPSC"), of said Developer Agreement. Said charges shall not exceed that amount reasonably incurred for such services.

10.0 CAPACITY ALLOCATIONS

Upon payment by the Contributor and proper execution of a Developer Agreement for Service Availability pursuant to these rules, Service Company will reserve and will allocate to Contributor the portion of plant facilities and Off-site line capacity as set forth in the Developer Agreement. If, for example, the Contributor contemplates construction of ten (10) single-family residences upon his property with a demand of ten ERCs, ten ERCs of capacity will be built or reserved for the Contributor. In those areas where the experience of Service Company has demonstrated that the demand characteristics of particular kinds of customers exceeds the stated gallonage for one ERC, Service Company shall require that the Contributor pay those fees and make the necessary commitments based on the actual and experienced demand, and not some assumed or stated demand. Thus, when Service Company's records and experience demonstrate, for example, 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 Six Hundred (600) gallons then the charges per gallon demand set forth in the Schedule of Fees and Charges shall be multiplied by the actual number of gallons of actual and experienced demand. In no event, however, shall

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Service Company be required to build or accept plans, specifications, fees, charges or agreements predicated upon demand for Service for less than the stated gallons per Equivalent Residential Connection ("ERC") set forth herein.

11.0 ACTION BY GOVERNMENTAL AUTHORITIES OR CURTAILMENT FROM OTHER CAUSES

Requirements by appropriate governmental authorities to limit or curtail utility services, such as governmental moratoriums or other causes beyond Service Company's sole control, may restrict the use of utility services. Contributors obtain reservations for service or the service itself subject to notice of this limitation.

12.0 TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE

Service Company reserves the right to construct all facilities for providing Service to the point of connection. If Service Company determines that it will accept such facilities constructed by others whether On-site or Off-site facilities, the following rules will apply:

Each Contributor (Developer) who has constructed portions of a Distribution or Collection System shall convey such component parts of the Systems to Service Company by bill of sale, in form satisfactory to Service Company's attorney, together with such evidence as may be requested by Service Company that the Systems proposed to be transferred to Service Company are free of all liens and encumbrances.

Any facilities in the category of consumer's connections on the customer's side of the connection point shall not be transferred to Service Company and shall remain the property of individual customers, their successors or assigns.

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Service Company shall not be required to accept title to any component part of the Collection or Distribution System until Service Company's engineer has approved the construction of said lines, accepted the tests which determine that such construction is in accordance with the criteria established by Service Company and notified Contributor of acceptance of such lines for Service Company's ownership, operation and maintenance. Contributor shall indemnify and reimburse Service Company for the cost of any replacements or repairs required to be made to contributed facilities for one (1) year from the date of conveyance to Service Company.

Contributor shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by Contributor. Such cost information shall be furnished to Service Company concurrently with the bill of sale, and such cost information shall be a prerequisite for the acceptance by Service Company of the portion of the Collection and Distribution Systems constructed by the Contributor.

The Contributor's cost records should be in sufficient detail so that the Service Company can determine the description of each item being contributed and the cost to the Contributor. Said costs shall include, but not be limited to, fees for permits, inspection, installation, analysis, testing, insurance, legal work or engineering.

Service Company reserves the right to refuse connection and to deny the commencement of service to any Contributor seeking to be connected to portions of the Collection and Distribution Systems until such time as the provisions of this section have been fully met.

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With respect to a development which constitutes a "single unit" such as a mobile home park, a shopping center, or apartment complex, Service Company's obligation for service and maintenance of contributed lines and facilities located wholly within such developments, and not in public rights of way, shall extend solely to repair and/or replacement of the lines or facilities, and Service Company will not be liable in any manner for damages, replacement or repairs to surface areas. Service Company shall exercise its best efforts to restore the area upon which work was performed to the condition of said area prior to such work by Service Company.

13.0 EASEMENTS AND RIGHT-OF-WAY

As a prerequisite to the construction of any On-site or Off-site Collection or Distribution System proposed to be connected to the facilities of Service Company, Contributors shall be responsible for obtaining and conveying to Service Company all easements or rights-of-way necessary in connection with the installation of proposed facilities. Easements shall contain that amount of land required to provide ingress and egress to Service Company property together with a sufficient amount of land needed by Service Company to install, maintain, remove, repair and replace facilities of the Service Company. All grants or conveyances shall be free and clear of all liens and encumbrances and in form proper for recording and satisfactory to Service Company's attorney. Such conveyances shall be made without cost to Service Company.

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14.0 PLAN REVIEW FEES

Any engineering plans or designs for construction of facilities by a Contributor which are to become a part of Service Company's system, will be subject to review by Service Company. For this service, Service Company may charge a review fee based upon the actual cost to Service Company for review of Contributor's engineer's recommended plans and specifications for connection with the facilities of Service Company and administrative and legal costs incurred in connection therewith. Such review fees shall be paid by the Contributor in addition to all other charges above stated, as a condition precedent to service.

15.0 APPROVAL OF CONTRACTORS

Service Company shall have the right to approve any independent contractors retained by Contributor with regard to the competency of the independent contractor to perform such work. Such approval shall not be unreasonably withheld by Service Company.

16.0 INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Contributor or its plumbing contractor to connect Contributor's plumbing installation with the Water or Wastewater System. Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Service Company's rules governing such connections, and that the connection, as made, is free from infiltration, backflow or leakage.

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The Contributor shall notify Service Company of any proposed interconnection with the facilities of Service Company, and connection may be made without the presence of Service Company's inspector. However, such connection shall remain open until inspection by Service Company and until notice of the approval of such connection is furnished to the Contributor in accordance with the practices and procedures of Service Company. Any connection covered without the benefit of inspection will result in the Contributor being required to reopen the connection for subsequent inspection. If Service Company fails to inspect the connection within forty-eight (48) hours after notice that the same is ready to inspect, the connection shall be deemed approved by Service Company.

Any rights of Service Company to make inspections or perform tests or to have Developer perform same shall not impose any obligations on Service Company to perform same. Any inspections or tests performed by Service Company or Contributor shall not be construed to impose any guarantee on the part of Service Company as to materials, workmanship, compliance with Standards or relieve Contributor of the responsibility for the proper construction, installation and connection of said facilities.

17.0 DISPOSITION OF CAPACITY BY CONTRIBUTOR

Contributor may assign, pursuant to its Developer Agreement with Service Company, its capacity allotment, provided, that Assignee assumes all of Assignor's obligations under the Developer Agreement and Assignor obtains consent to the Assignment from Service Company. Service Company will not unreasonably withhold consent to an Assignment if it is in relation to a sale of the

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Contributor's property or if such Assignment is within four (4) years of the date of the execution of the Developer Agreement. In the event of such an Assignment, the Assignee shall ratify the previous Developer Agreement of the Contributor or enter into a new Developer Agreement, at the discretion of the Service Company, and pay all of the Service Company's legal and administrative costs reasonably incurred in connection with such Assignment. Except as provided pursuant to any refundable advance agreement, Service Company shall be under no obligation whatsoever to refund to Contributors contributions-in-aid-of-construction whether payable in cash or in the form of contributed property.

18.0 SYSTEM CONSTRUCTION

If any On-site or Off-site Systems are constructed by the Contributor, Service Company shall establish specifications based upon sound engineering and public utility practices conforming to Service Company's master plan for its Systems, and the Contributor shall, not less than thirty (30) days prior to commencing construction, furnish Service Company with a complete copy of the plans and specifications of the proposed On-site or Off-site Systems. Service Company shall have twenty (20) days in which to determine the acceptability of the plans and specifications furnished to it by the Contributor. If Service Company shall object to the plans and specifications or any part thereof, the Contributor shall defer the commencement of construction pending the resolution of Service Company's objections.

19.0 INSPECTIONS

Service Company shall have, at all times during the construction, the right to inspect the construction of

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the On-site or Off-site Systems being built by the Contributor, or his agents or employees. Service Company may charge an inspection fee for this service based upon the actual cost to Service Company of inspection of facilities constructed by Contributors or independent contractors for connection with the facilities of Service Company and administrative and legal costs incurred in connection therewith.

20.0 EXTENSION OUTSIDE TERRITORY

Provision of service outside Service Company's certificated territory involves formal proceedings before the Florida Public Service Commission and entails engineering, administrative and legal expenses in addition to costs expected by the Service Company to provide service within its territory. Service Company will not be obligated to provide service outside the territory unless the Contributor agrees to pay in advance the reasonable costs of necessary formal proceedings, and the amount advanced will be adjusted to conform with the actual expenses after the proceedings have been completed. Service Company will make extensions outside the territory only if the extensions and treatment plant reservation or expansion required to serve such extensions are economically feasible as defined by Rule 25-30.515(7), F.A.C., and satisfy the requirements of Section 367.121(1)(d), Florida Statutes.

21.0 ADJUSTMENT PROVISIONS

The charges set forth herein may be adjusted or this Policy may be otherwise modified in accordance with the applicable Florida Statutes and the Rules and Regulations of the Florida Public Service Commission, either upon the initiative of the Commission or by request of Service Company.

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22.0 REFUNDABLE ADVANCES

Service Company may require, in addition to the charges set forth herein, a refundable advance by a Contributor to temporarily defray the cost of any extension of Off-site or Plant facilities in excess of the size needed to provide service to the subject property of Contributor. The Contributor may be required to advance to Service Company additional main extension charges or contribute plant facilities based upon the anticipated hydraulic load requirements of other undeveloped properties in order that such facilities may be constructed to serve the Contributor's property and to be in accordance with Service Company's master plan for service to the surrounding areas. Charges paid by the Contributor over and above the Contributor's hydraulic share or Contributor's share, as determined by such other method established by the Service Company reasonably related to the cost of providing service to Contributor, shall be refunded to Contributor in accordance with the terms and conditions of a refunding agreement which Service Company will negotiate with the Contributor and which shall be set forth in the Developer Agreement between Service Company and Contributor. The refund agreement will provide for a plan of refund based upon connection of other properties to such facilities determined in accordance with the extent of the Contributor's hydraulic share or shares determined by such other method established by Service Company reasonably related to the cost of providing service with other properties served by such facilities. Notwithstanding the provisions of this Section, Service Company may limit the life of the refund agreement to a term of not more than seven (7) years, after which time the refundable advance will be retained by the Service Company, and such refundable advance in favor of Contributor will be canceled. In no event, shall a Contributor recover an amount greater than the

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difference between the capitalized cost of such improvements and the Contributor's own share of such improvements. Service Company will not include any interest upon the refund of the Contributor's advance. Service Company will make refunds to Contributors entitled to the refund of advances on a pro rata basis as others tie into the utility system and pay their charges to Service Company. In no event shall Service Company refund more to Contributors entitled to refunds than Service Company has collected from others.

23.0 GUARANTEED REVENUES

Service Company may require, in addition to other charges set forth herein, payment of a charge designed to cover a portion of the non-variable or fixed expenses of the Service Company, as designated by Commission rule or directive or advisory bulletin. This guaranteed revenue charge will be established by multiplying the Service Company's monthly base facility charge by 50%, unless the Commission directs otherwise.

The charge will be made to any developer, builder or customer, or to their successors, or assigns, on or after any request for capacity reservation has been made and accepted in accordance with rules and policies of Service Company and this Service Availability Policy. The charge is a recurring charge and will be billed monthly until such time as there has been an actual physical connection to Service Company's system. After connection to the system, Service Company will charge pursuant to its approved tariff.

24.0 LIEN FOR UNPAID FEES AND CHARGES

Any fees and charges due, including, but not limited to, plant capacity charges, main extension charges, monthly guaranteed revenue charges per ERC, if not paid as and when due shall become a lien on the property of the Contributor, which lien may be recorded and foreclosed on by Service Company.

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