

**RUTLEDGE, ECENIA & PURNELL**

PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW

STEPHEN A. ECENIA  
RICHARD M. ELLIS  
JOHN M. LOCKWOOD  
MARTIN P. McDONNELL  
J. STEPHEN MENTON

POST OFFICE BOX 551, 32302-0551  
119 SOUTH MONROE STREET, SUITE 202  
TALLAHASSEE, FLORIDA 32301-1841

TELEPHONE (850) 681-6788  
TELECOPIER (850) 681-6515

July 29, 2009

R. DAVID PRESCOTT  
HAROLD F. X. PURNELL  
MARSHA E. RULE  
GARY R. RUTLEDGE  
MAGGIE M. SCHULTZ

GOVERNMENTAL CONSULTANTS  
JONATHAN M. COSTELLO  
MARGARET A. WENDUNG

RECEIVED--FPSC  
09 JUL 29 PM 2:55  
COMMISSION  
CLERK

Ms. Ann Cole, Director  
Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center  
Room 110  
Tallahassee, FL 32399-0850

Re: Docket No. 080183-WU  
Joint Application of Tamiami Village Water Company, Inc. and Ni Florida, LLC  
for Approval of Transfer of Tamiami Village Water Company, Inc.'s Water System

Dear Ms. Cole:

Enclosed please find an original and two copies of Ni Florida's Water Tariff, for which we request an effective date of August 5, 2009. Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing. Please free to call if you have any questions or would like further information.

Sincerely,

Marsha E. Rule

cc:  
Mike Ashfield  
Pat Brady

COM  
ECR *Tariff forwarded*  
GCL  
OPC  
RCP  
SSC  
SGA  
ADM  
CLK

DOCUMENT NUMBER-DATE

07762 JUL 29 09

FPSC-COMMISSION CLERK

WATER TARIFF

Ni Florida, LLC

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

DOCUMENT NUMBER-DATE

07762 JUL 29 8

FPSC-COMMISSION CLERK

WATER TARIFF

Ni Florida, LLC  
NAME OF COMPANY

10913 Metronome Dr.  
Houston TX, 77043  
(ADDRESS OF COMPANY)

(727) 863-0205 (Business and Emergency)  
Toll Free 1-877-233-0101 (Emergency)  
(BUSINESS AND EMERGENCY TELEPHONE NUMBERS)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

DOCUMENT NUMBER-DATE

07762 JUL 29 8

FPSC-COMMISSION CLEARED

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing .....	4.0
Index of	
Rates and Charges Schedules.....	13.0
Rules and Regulations .....	6.0
Service Availability Policy .....	29.0
Standard Forms.....	22.0
Technical Terms and Abbreviations.....	5.0
Territory Authority.....	3.0

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 338-W

COUNTY - LEE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
11734	03/18/83	820183-WS	Original Certificate
21421	06/20/89	890127-WS	Transfer
21421-A	08/09/89	890127-WS	Correction
22449	01/23/90	891148-WS	Amendment
PSC-95-1441-FOF-WU	11/28/95	950015-WU	Transfer
PSC-08-0621-FOF-WU	09/24/08	080183-WU	Transfer

(Continued to Sheet No. 3.1)

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Legal Description

**Township 43 South, Range 24 East  
Section 27**

The following described lands located in portions of Section 27, Township 43 South, Range 24 East, Lee County, Florida:

Tract or Parcel of land in the South 1/2 of the Northwest 1/4 and in the North 1/2 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, and in Leesure Village, a Mobile Home Park as recorded in Condominium Plat Book 3, pages 60 through 76 of the Lee County, Florida Public Records, which is described as follows: From the Southwest corner of said North 1/2 of the Southwest 1/4; thence N89°48'29"E along the South line of said fraction for 25.0 feet; thence N00°19'10"W parallel with the West line of said Section for 1,937.92 feet to the Point of Beginning; thence continue N00°19'10"W for 378.77 feet; thence N89°33'50"E for 575.62 feet; thence S00°18'50"E for 169.78 feet; thence S00°26'10"E for 209.19 feet; thence S89°33'50"W for 576.03 feet to the Point of Beginning.

And

Subject to easements, restrictions and reservations of record, a tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N00°19'10"W along the West line of said Section for 25.0 feet; thence S89°53'40"E along the North right-of-way (25.0 feet from center line) of Littleton Road and parallel with the South line of said Section for 1,877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly line (S05°56'20"W) of the Tamiami Trail (U.S. 41, State Road No. 45) and the Point of Beginning.

Thence N05°56'20"E along said prolongation for 348.19 feet; thence S84°03'40"E for 290.00 feet; thence S05°56'20"W along the Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 208.00 feet to a point of curvature of a curve to the left (radius 5,829.58 feet, Delta Angle 01°05'08"); thence Southwesterly along the arc of said curve for 110.46 feet; thence N89°53'40"W along said North right-of-way of Littleton Road for 292.55 feet to the Point of Beginning. Containing 2.220 acres more or less.

And

(Continued to Sheet No. 3.2)

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

(Continued from Sheet No. 3.1)

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N00°19'10"W along the West line of said Section for 25.0 feet; thence S89°53'40"E along the North right-of-way (25.0 feet from center line) of Littleton Road and parallel with the South line of said Section for 1,877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly right of way (S05°56'20"W) of the Tamiami Trail (U.S. 41, State Road 45); thence N05°56'20"E along said prolongation for 348.19 feet to the Point of Beginning.

Thence continue N05°56'20"E along said prolongation for 371.45 feet; thence S89°53'40"E along the Southerly line of an 80.00 feet wide parcel II land as recorded in O.R.B. 1687, page 1106 for 291.50 feet; thence S05°56'20"W along said Westerly right-of-way (100.00 feet from the center line) of said Tamiami Trail for 401.00 feet; thence N84°03'40"W for 290.00 feet to the Point of Beginning. Containing 2.572 acres more or less.

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

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>
------------------------------	-----------------------------------	---	------------------

[HELD FOR FUTURE USE]

Ed Wallace  
ISSUING OFFICER  
President of the Utility  
TITLE



NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" – Ni Florida, LLC
- 6.0 "CONSUMER" – Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "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.
- 8.0 "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.
- 9.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 10.0 "POINT OF DELIVERY" – For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the Company's piping, fittings and valves connect with the Customer's piping, fittings and valves for non-metered service.
- 11.0 "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.
- 12.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

(Continued from Sheet No. 5.0)

- 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.

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	9.0	13.0
Adjustment of Bills .....	11.0	23.0
Adjustment of Bills for Meter Error.....	12.0	24.0
All Water Through Meter .....	11.0	22.0
Applications by Agents.....	7.0	4.0
Billing Periods .....	10.0	15.0
Change of Customer's Installation.....	9.0	10.0
Change of Occupancy .....	11.0	19.0
Continuity of Service.....	8.0	8.0
Delinquent Bills .....	10.0	16.0
Extensions .....	8.0	6.0
Filing of Contracts.....	12.0	26.0
General Information.....	7.0	2.0
Inspection of Customer's Installation.....	9.0	11.0
Limitation of Use .....	8.0	7.0
Meters.....	11.0	21.0
Meter Accuracy Requirements .....	12.0	25.0
Payment of Water and Wastewater Service Bills Concurrently .....	10.0	17.0

(Continued to Sheet No. 6.1)

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Policy Dispute .....	7.0	1.0
Protection of Company's Property .....	9.0	12.0
Right-of-way or Easements .....	9.0	14.0
Signed Application Required.....	7.0	3.0
Tax Clause.....	10.0	18.0
Type and Maintenance .....	8.0	9.0
Unauthorized Connections - Water.....	11.0	20.0
Withholding Service .....	7.0	5.0

Ed Wallace  
ISSUING OFFICER  
  
President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

RULES AND REGULATIONS

1.0 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.

2.0 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.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

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.

3.0 SIGNED APPLICATION REQUIRED – Water service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement are binding upon the Customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which water service accepted by the Company will be furnished to the applicant on request.

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. When water service is rendered under agreement or agreements entered into-between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

5.0 WITHHOLDING SERVICE – The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization or business for water service has been settled in full accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

(Continued to Sheet No. 8.0)

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY     Ni Florida, LLC    

WATER TARIFF

(Continued from Sheet No. 7.0)

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

7.0 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.

Water service furnished to the Customer shall be rendered directly to the Customer through the Company's individual meter and may not be remetered by the Customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the Customer or Customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service.

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.

8.0 CONTINUITY OF SERVICE - 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. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

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

9.0 TYPE AND MAINTENANCE - The Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.

(Continued to Sheet No. 9.0)

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

(Continued from Sheet No. 8.0)

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

11.0 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 inspection is required by local Laws and Ordinances, the Company cannot render water service until such inspection had been made and a formal notice of approval from the inspection authority had 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.

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property on the Customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

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 ACCESS TO PREMISES – The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the Customer and under such performance shall not be liable for trespass.

14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

(Continued on Sheet No. 10.0)

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

(Continued from Sheet No. 9.0)

15.0 BILLING PERIODS - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall become due when rendered and be considered as received by the Customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the Customer shall not release or diminish the obligation of the Customer with the respect to payment thereof.

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.

16.0 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

17.0 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

18.0 TAX CLAUSE - 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 utility's bills to its Customers in such Municipality or County.

(Continued to Sheet No. 11.0)

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE



NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

(Continued from Sheet No. 10.0)

19.0 CHANGE OF OCCUPANCY – When a change of occupancy takes place on any premises supplied by the Company with water service, written notice (3) days prior to the date of change by the outgoing Customer. The outgoing Customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The Customer's deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; the Customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its Customer's, to a discontinuance or transfer water service from one address to another and will use all reasonable diligence in the execution thereof. However, oral or advice shall not be deemed binding or be considered formal notification to the Company.

20.0 UNAUTHORIZED CONNECTIONS - WATER – Connections to the Company's water system for any purpose whatsoever are to be made only by the employees of the Company. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restore until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.

21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The Customer shall provide meter space to the Company at a suitable and readily accessible and proper space for the installation of the meter and other similar devices.

22.0 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.

23.0 ADJUSTMENT OF BILLS - When a Customer has been overcharged or 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.

(Continued to Sheet No. 12.0)

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

(Continued from Sheet No. 11.0)

- 24.0 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.
- 25.0 METER ACCURACY REQUIREMENTS – All meters used for measuring quantity of water delivered to a Customer shall be in good mechanical condition and they shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a Customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 26.0 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.

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	18.0
General Service, GS .....	14.0
General Service to RV Park, RGS.....	14.1
Meter Test Deposit .....	19.0
Miscellaneous Service Charges .....	20.0
Held for Future Use .....	16.0
Private Fire Protection .....	17.0
Residential Service, RS.....	15.0
Service Availability Fees and Charges .....	21.0

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

<u>RATE</u> -	Meter Size	Base Facility Charge
	5/8 x 3/4	11.13
	1"	27.89
	1 1/2"	55.76
	2"	89.21
	3"	195.18
	4"	278.82
	Gallage charge Per 1,000 gallons	3.36

MINIMUM CHARGE - Base Facility Charge

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

TYPE OF FILING - Transfer

EFFECTIVE DATE - August 5, 2009

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE R GS

AVAILABILITY - RV Park served by the Company.

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

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

BILLING PERIOD - Monthly

<u>RATE</u> - Meter Size	Base Facility Charge
3"	1425.53
Gallage Charge Per 1,000 gallons	3.54

MINIMUM CHARGE - Base Facility Charge

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

TYPE OF FILING - Transfer

EFFECTIVE DATE - August 5, 2009

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company

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

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

BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	All Meter Sizes	13.61
	Gallonage Charge Per 1,000 gallons	3.36

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30-320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

TYPE OF FILING - Transfer

EFFECTIVE DATE - August 5, 2009

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

HELD FOR FUTURE USE

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

PRIVATE FIRE PROTECTION SERVICE

INCIDENT CHARGE FPW – WATER SERVICE

AVAILABILITY –

Fire protection service in accordance with this incident charge is available throughout the certificated area in Lee County, Florida.

APPLICABILITY –

This incident charge is applicable for private fire protection service only. No other type of service will be supplied through these lines. Applicant must be located on the Company's distribution mains suitable for applying the service requested in Lee County, Florida.

RATE -

Per incident:        \$120.45

The utility is authorized to charge \$120.45 per incident to the Customer whose residence is on fire for the fire protection to defray the cost of providing the service. The approved charge will be effective for fire protection service rendered on or after the stamped approval date on this tariff sheet.

TERMS OF PAYMENT –

the

Bills are due and payable when rendered. In accordance with Rule 25-30-320, Florida Administrative Code, if a Customer is delinquent in paying bill for water service, service may then be discontinued.

TYPE OF FILING -

Transfer

EFFECTIVE DATE – August 5, 2009

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE



NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

CUSTOMER DEPOSITS

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

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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>\$40.00</u>	<u>\$40.00</u>
1"	<u>\$50.00</u>	<u>\$50.00</u>
1 1/2"	<u>\$60.00</u>	<u>\$60.00</u>
Over 2"	<u>2 Months Bill</u>	<u>2 Months Bill</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The Company shall provide the Customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the Customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4a). The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No Customer depositor will receive interest on his or her deposit until a Customer relationship and the deposit have been in existence for at least six (6) months. At such time, the Customer depositor shall be entitled to receive interest from the day of the commencement of the Customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the Customer's account during the month of January each year.

(Continued to Sheet No. 18.1)

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

(Continued from Sheet No. 18.0)

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 not in the preceding 12 months:

- (a) Made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company).
- (b) Paid with a check refused by a bank.
- (c) Been disconnected for non-payment, or
- (d) At any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, 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 at the rate of per annum upon the retainment of such deposit.

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

TYPE OF FILING - Transfer

EFFECTIVE DATE – August 5, 2009

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

SCHEDULE OF METER TEST DEPOSIT

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

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

REFUND OF METER BENCH TEST DEPOSIT - 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.

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.

TYPE OF FILING - Transfer

EFFECTIVE DATE – August 5, 2009

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

TYPE OF FILING – Transfer

EFFECTIVE DATE – August 5, 2009

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC  
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Refer to Service Availability Policy</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" .....		Actual Cost [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 .....		Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>			
With Prepayment of Service Availability Charges:			
Residential-per ERC/month ( __ GPD) .....		\$	
All others-per gallon/month .....		\$	
Without Prepayment of Service Availability Charges:			
Residential-per ERC/month ( __ GPD) .....		\$	
All others-per gallon/month .....		\$	
Inspection Fee .....		Actual Cost [1]	
<u>Main Extension Charge</u>			
Residential-per ERC ( __ GPD) .....		\$	
All others-per gallon .....		\$	
or			
Residential-per lot ( __ foot frontage) .....		\$	
All others-per front foot .....		\$	
<u>Meter Installation Fee</u>			
5/8" x 3/4" .....		\$	
1" .....		\$	
1 1/2" .....		\$	
2" .....		\$	
Over 2" .....		Actual Cost [1]	
Plan Review Charge .....		Actual Cost [1]	
<u>Plant Capacity Charge</u>			
Residential-per ERC ( __ GPD) .....		\$	
All others-per gallon .....		\$	
<u>System Capacity Charge</u>			
Residential-per ERC ( __ GPD) .....		\$	
All others-per gallon .....		\$	

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

TYPE OF FILING – Transfer

EFFECTIVE DATE – August 5, 2009

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION.....	26.0
APPLICATION FOR WATER SERVICE .....	24.0
COPY OF CUSTOMER'S BILL .....	27.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	23.0

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Customer's  
Guarantee  
Deposit Receipt

Received From \_\_\_\_\_ Date \_\_\_\_\_ 20 \_\_\_\_\_

Street Address \_\_\_\_\_ Acct No. \_\_\_\_\_

Mailing Address \_\_\_\_\_

Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_ Subdivision \_\_\_\_\_

Cash Deposit \_\_\_\_\_ and \_\_\_\_\_ /100 Dollars

I guarantee the payment of any and all indebtedness for water and/or sewer service which may be or become due to Ni Florida, LLC (hereafter called the Company) by said Customer. Customer agrees that such part thereof may be applied in discharge of any indebtedness of the Customer to the Company whatsoever and that the Company may use such deposit as if the Company were the absolute owner thereof. Upon discontinuance of service covered by this deposit, and the presentation of this receipt and proper identification, the Company agrees to refund to the Customer the deposit, less any amount then due this Company.

This shall not preclude the Company from discontinuing for non-payment the service covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such service.

By the signing of this agreement, the Customer recognize and agrees to abide by all existing reasonable rules and regulations of the Company, and any amendments thereto, copies of said rules and regulations and amendments thereto being available for inspection at the office the Company.

Among other rules and regulations, the Customer agrees that the easements on which are maintained the Company's utilities and meters will be kept free of shrubbery, trees and other obstructions.

The Customer further agrees that all bills for water and/or sewer charges will be paid within fifteen days of mailing bills and after five days written notice if not so paid, the Company will have the right to disconnect service and charge a reasonable fee for reconnecting.

It is further understood and agreed that sale of water to the consumer occurs at the meter and the Company has no responsibility relative to service or supplying meter after said water reaches the meter. The Company shall pay the interest rate prescribed by Rule 25-30.311(4)(a).

Customer \_\_\_\_\_

By: \_\_\_\_\_

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

APPLICATION FOR WATER SERVICE

Ni Florida, LLC

CUSTOMER REQUEST FOR NEW SERVICE

Acct. No. \_\_\_\_\_ Date \_\_\_\_\_

Customer's Name \_\_\_\_\_

Owner's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Location, Street & No. \_\_\_\_\_ Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_

Service Requested by \_\_\_\_\_ Date \_\_\_\_\_ Meter Size \_\_\_\_\_

Customer Charges

Water

Connection Fee \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

I agree to take water and or sewer service from Ni Florida, LLC in accordance with the appropriate rate schedule and in accordance with Company Rules and Regulations, or any superseding rate schedule and or Rules and Regulations and Ordinances.

Signed \_\_\_\_\_  
(Customer)

Order Taken By \_\_\_\_\_

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE



NAME OF COMPANY Ni Florida, LLC

ORIGINAL SHEET NO. 25.0

WATER TARIFF

HELD FOR FUTURE USE

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

APPLICATION FOR METER INSTALLATION

NOT-APPLICABLE

Ed Wallace  
ISSUING OFFICER


President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

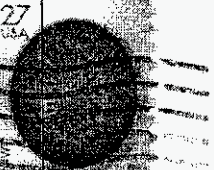
WATER TARIFF

COPY OF CUSTOMER'S BILL

NI FLORIDA, TAMiami  
13825 U.S. HWY 19, STE 301  
HUDSON, FL 34667  
(239) 482-0717



27  
USA



NI FLORIDA, TAMiami

TYPE OF SERVICE	METER READING		USED	CHARGES
	PRESENT	PREVIOUS		
Water	340330	340330	0	13.61
Reconnect Fee				15.00
Past Due				50.24

CUSTOMER	
ROUTE	ACCOUNT
1	[REDACTED]
NET AMOUNT TO BE PAID	
78.85	

PAY GROSS AMOUNT AFTER THIS DATE	
4/15/09	
GROSS AMOUNT TO BE PAID	
78.85	

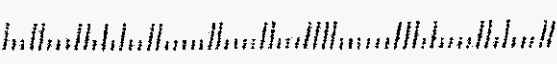
MAIL THIS STUB WITH YOUR PAYMENT

Service From 2/20/2009 TO 3/19/2009 ACCOUNT [REDACTED] 3/31/09

MONTH	DAY	CLASS	TOTAL DUE UPON RECEIPT	LATE CHARGE AFTER DUE DATE	PAST DUE AMOUNT
3	19	1	78.85	0.00	78.85

[REDACTED]

Toll Free - 1-877-233-0101



Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges .....	Go to Sheet No. 21.0
Service Availability Policy .....	29.0

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE

NAME OF COMPANY Ni Florida, LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

Upon request for new service in an area within Ni Florida's service territory in which the Company does not have facilities, the Company will enter into a developer agreement. The agreement will be filed with the Florida Public Service Commission and will require developer to donate or contribute the lines and facilities necessary to serve customers.

Ed Wallace  
ISSUING OFFICER

President of the Utility  
TITLE