

Writer's Direct Dial Number: (850) 521-1706
Writer's E-Mail Address: bkeating@gunster.com

September 28, 2020

BY E-PORTAL

Mr. Adam Teitzman, Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: [New Filing] – Application for Approval of Transfer of Majority Organizational Control of Ni Florida, LLC to Florida Utility Systems, Inc.

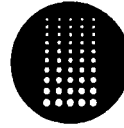
Dear Mr. Teitzman:

Attached for electronic filing, please find the Application of Ni Florida, LLC (Ni Pacolet Milliken Utilities, LLC) and Florida Utility Systems, Inc. for approval to transfer majority organizational control of Ni Florida, LLC to Florida Utility Systems, Inc. Exhibits A and B to the application are filed under separate cover with a request for confidential classification. Also enclosed herewith is the required application fee of \$4,500.

As always, thank you for your assistance in connection with this filing. If you have any questions whatsoever, please do not hesitate to let me know.

Sincerely,

s/Beth Keating
Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706



**Florida
Water Utilities**

A SouthWest Water Company
1710 Woodcreek Farms Road
Elgin, SC 29045

September 28, 2020

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

RE. Transfer of Ownership of Ni Florida, LLC from Ni Pacolet Milliken Utilities, LLC to Florida Utility Systems, Inc.

Dear Commission,

Consistent with Florida Statutes Section 367.071 and Florida Administrative Code Rule 25-30.037(2), please find enclosed herewith the application for authority to transfer ownership of Ni Florida, LLC from Ni Pacolet Milliken Utilities, LLC to Florida Utility Systems, Inc. Please direct all correspondence regarding this application to the following:

Brian Bahr	Beth Keating
Director, Regulatory Affairs	Shareholder, Governmental Affairs
SouthWest Water Company	Gunster
1325 N. Grand Ave., Suite 100	215 South Monroe St., Suite 601
Covina, CA 91724	Tallahassee, FL 32301
bbahr@swwc.com	BKeating@gunster.com
(626) 543-2552	(850) 521-1706

Thank you.

Sincerely,

Craig Sorensen

Florida Utility Systems, Inc.



**APPLICATION FOR A TRANSFER OF MAJORITY ORGANIZATION CONTROL
OF A REGULATED UTILITY**

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(4), Florida Administrative Code)**

Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

To: **Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for the approval of a transfer of majority ownership of the regulated utility. The change is for all or part of the facilities operated under Water Certificate No. 388-W and/or Wastewater Certificate No. 104-S located in _____ County, Florida, and submits the following:

PART I APPLICANT INFORMATION

- A) Contact Information for Utility/Seller. The utility/seller's certificated name, address, telephone number, and, if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

Ni Pacolet Milliken Utilities, LLC (Entity registered with DOS is Ni Florida, LLC)

Utility Name

550 South Main

Office Street Address

Greenville

SC

29601

City

State

Zip Code

P.O. Box 290910

Mailing Address (if different from Street Address)

Columbia

SC

29229

City

State

Zip Code

(803) 995-5054 () -
Phone Number Fax Number

See Exhibit N for FE number of Ni Florida, LLC
Federal Employer Identification Number

mdaday@niamerica.com
E-Mail Address

www.nipacolet.com
Website Address

388W 104S
Water Certificate No. Wastewater Certificate No.

B) The contact information of the seller's authorized representative to contact concerning this application:

Mark S. Daday, CEO
Name

550 South Main Street, Suite 601
Mailing Address

Greenville SC 29601
City State Zip Code

(803) 995-5054 () -
Phone Number Fax Number

mdaday@niamerica.com
E-Mail Address

C) Indicate the nature of the buyer's business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations showing the utility's business name and registration/document number for the business, unless operating as a sole proprietor.

Corporation _____ P20000036022 (Exhibit E)
Number

Limited Liability Company _____
Number

- Partnership _____
Number
- Limited Partnership _____
Number
- Limited Liability Partnership _____
Number
- Sole Proprietorship
- Association
- Other (Specify) _____

If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

- Fictitious Name (d/b/a) _____
N/A
Registration Number

D) Contact Information for Buyer. The buyer's certificated name, address, telephone number, Federal Employer Identification Number, and if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations.

Florida Utility Systems, Inc.

Buyer's Name

1710 Woodcreek Farms Road

Office Street Address

Elgin SC 29045

City State Zip Code

Mailing Address (if different from Street Address)

City State Zip Code

(803) 995-5072 () -
Phone Number Fax Number

85-1569289 (Exhibit F)
Federal Employer Identification Number

csorensen@swwc.com
E-Mail Address

N/A - regulated utility, Ni Florida, LLC, will retain its current name
New Utility Name

E) The contact information of the buyer's authorized representative to contact concerning this application:

Craig Sorensen
Name

1710 Woodcreek Road Farms Road
Mailing Address

Elgin SC 29045
City State Zip Code

(803) 995-5072 () -
Phone Number Fax Number

csorensen@swwc.com
E-Mail Address

PART II TRANSFER OF MAJORITY OWNERSHIP

A) DESCRIPTION OF SALE AGREEMENT

1) Exhibit A - Provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs before Commission approval, the contract shall include a provision that the contract is contingent upon Commission approval.

Equity Purchase Agreement

2) Exhibit _____ - Provide the following documentation of the terms of the transfer:

a) The date the closing occurred or will occur.

Closing will occur within 15 days of obtaining approval of the transaction from the Florida Public Service Commission

b) The purchase price and terms of payment.

Please see Exhibit A, Equity Purchase Agreement, for purchase price and terms.

c) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

N/A - The acquiring entity is purchasing the equity of Ni Florida, LLC. This is not an asset acquisition.

d) A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations.

Please see attached Exhibit A.

e) Provisions regarding the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases.

N/A, the transaction will have no impact on these items.

f) A statement that the buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

The buyer will fulfill all commitments, obligations, and representations of the seller with regard to utility matters.

- g) A provision that the buyer has or will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

The buyer will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

- h) A statement that the utility's books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA).

The utility's books and records will continue to be maintained in accordance with the NARUC USOA.

- i) A statement that the utility's books and records will be maintained at the utility's office(s) within Florida, or that the utility will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location or out-of-state. If the records will not be maintained at the utility's office(s), the statement should include the location where the utility intends to maintain the books and records.

The utility's books and records will continue to be maintained at the utility's current offices in compliance with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C.

- 3) Exhibit _____ - Provide a description of the ownership transfer, including the date the transfer occurred or will occur and a description of the resulting ownership interests in the utility.

Please see attached Exhibit A.

B) FINANCIAL ABILITY

- 1) Exhibit B - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.

- 2) Exhibit B - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

SouthWest Water Company ("Southwest") is the corporate parent of Florida Utility Systems, Inc., which does not issue its own financial statements; therefore, the audited 2019 financial statements of SouthWest are provided as Exhibit B. As the corporate parent, SouthWest may provide funding to FUSI as needed.

C) **TECHNICAL ABILITY; FACILITIES**

- 1) Exhibit C - The buyer's experience in the water or wastewater industry.

Florida Utility Systems, Inc., is a subsidiary of SouthWest Water Company. Please see Exhibit C for a description of SouthWest's experience in the water and wastewater industry.

- 2) Exhibit D - Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

- 3) Exhibit _____ - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

The buyer is not aware of any currently outstanding violations or consent orders with the DEP. No immediate repairs or improvements have been identified other than routine ongoing maintenance.

D) PUBLIC INTEREST, PROPOSED TARIFF, AND ACCOUNTING INFORMATION

- 1) Exhibit _____ - Provide a statement explaining why the transfer is in the public interest.

The transfer is in the public interest because the buyer is a nationwide utility with the resources, expertise, and managerial capabilities to successfully operate the utility.

- 2) Exhibit G - Provide tariff sheets reflecting any changes resulting from the transfer. See Rule 25-30.037, F.A.C., for information about water and wastewater tariff forms that are available and may be completed by the applicant and included in the application.

- 3) Exhibit _____ - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

N/A. The utility regulated by the Commission, Ni Florida, LLC, will continue to pay regulatory fees and file annual reports. The transfer will have no effect on the fulfillment of these ongoing obligations.

E) NOTICING REQUIREMENTS

- 1) Exhibit H - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

PART III

SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:

Applicant's Signature

Craig Sorensen

Applicant's Name (Printed)

President

Applicant's Title

September 28, 2020

Date

Exhibit A - Equity Purchase
Agreement

(CONFIDENTIAL)

Redacted attached/Confidential version filed under
separate cover

EQUITY PURCHASE AGREEMENT

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(c) Each of Seller and Buyer agrees to (i) be bound by the Final Allocation Statement and (ii) act in accordance with the Final Allocation Statement in the preparation, filing and audit of any Tax Return (including filing Form 8594 with its federal income Tax Return for the taxable year (or years) that includes the Closing Date).

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FLORIDA UTILITY SYSTEMS, INC.

By: 
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SOUTHWEST WATER COMPANY

By: 
[REDACTED]
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LLC**

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**NI PACOLET MILLIKEN UTILITIES,
LLC**

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Exhibit B

ILLUSTRATIVE 12 MONTH WORKING CAPITAL FOR SAMPLE CALCULATION (SUBJECT TO EXHIBIT A ACCOUNTING PRINCIPLES)

The table displays financial data for a 12-month period. It is organized into several columns, likely representing different categories or time periods. The data is visualized using vertical bars, where the height of each bar corresponds to the value of the data point. The table is oriented vertically on the page, with the header 'Exhibit B' and the title 'ILLUSTRATIVE 12 MONTH WORKING CAPITAL FOR SAMPLE CALCULATION (SUBJECT TO EXHIBIT A ACCOUNTING PRINCIPLES)' positioned to its left. The table contains multiple rows of data, with some rows showing more prominent bars than others, indicating higher values in those categories. The overall structure is that of a detailed financial report or calculation sheet.

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Exhibit B - SouthWest Water Company 2019
Audited Balance Sheet and Income Statement
(CONFIDENTIAL)

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Report of Independent Auditors

To: [Redacted]

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Princeton Cooper LLP

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Exhibit C - Description of Buyer's Experience

SouthWest Water Company

Our company was founded in 1891, as the East Whittier Land & Water Company. We are headquartered in Sugar Land, Texas, with around 400 employees. Our utility subsidiaries own and operate regulated water and wastewater systems serving over half a million residential and business customers in five states: Alabama, California, Oregon, South Carolina, and Texas. Customer rates, service and water quality are generally regulated by state agencies.

We're a nationwide company with strong resources and local management and decision making. The people we serve expect and get our full commitment. Every day, our state-certified water and wastewater technicians pump and treat millions of gallons of water into hundreds of communities.

SouthWest Water Company enjoys the benefits of experienced leadership and management teams, with in-house professional engineering and quality control. We also have extensive construction and project management experience and expertise. Our company is also known for its world-class customer service and operational metrics.

We help communities struggling with utility management challenges and system performance to deliver the best quality water possible. We have experience in virtually every aspect of water and wastewater system operation.

Our focus on water is the entire cycle of water (from its point of origin through transporting, treating, distributing and recycling) and its repeated uses, and we take pride in this stewardship.

With managing water and wastewater treatment, we understand the responsibility of providing water instantly, ensuring water is safe and meets all federal and state health guidelines. An equal emphasis is placed on our treatment of wastewater so it may be safely returned to the environment for reuse.

We all take pride in the jobs we do to assist in the ultimate job of providing safe and reliable water and producing clean water to return back to the environment through our wastewater services. With that pride comes empowerment, we want our customers feel heard and at the same time feel empowered with knowledge about their water and all that goes into providing great service here at SouthWest Water.

Exhibit D - Statement regarding Continuation of Operations

With this transaction, only the utility's ownership is changing. Its daily operations will continue without interruption as service continues to be provided by the utility and its employees.

Exhibit E - FEI Number for Ni Florida, LLC



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

NI FLORIDA, LLC

Filing Information

Document Number	M07000007038
FEI/EIN Number	90-0348898
Date Filed	12/03/2007
State	DE
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	11/16/2017
Event Effective Date	NONE

Principal Address

10913 Metronome Dr.
Houston, TX 77043

Changed: 05/28/2020

Mailing Address

10913 Metronome Dr.
Houston, TX 77043

Changed: 05/28/2020

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 11/16/2017

Address Changed: 11/16/2017

Authorized Person(s) Detail

Name & Address

Title Member

NI America Capital Management LLC
10913 Metronome Dr.
Houston, TX 77043

Annual Reports

Report Year	Filed Date
2018	04/07/2018
2019	03/20/2019
2020	05/28/2020

Document Images

05/28/2020 -- ANNUAL REPORT	View image in PDF format
03/20/2019 -- ANNUAL REPORT	View image in PDF format
05/23/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
04/07/2018 -- ANNUAL REPORT	View image in PDF format
11/16/2017 -- CORLCRACHG	View image in PDF format
04/03/2017 -- ANNUAL REPORT	View image in PDF format
03/22/2016 -- ANNUAL REPORT	View image in PDF format
04/18/2015 -- ANNUAL REPORT	View image in PDF format
05/01/2014 -- ANNUAL REPORT	View image in PDF format
03/25/2013 -- ANNUAL REPORT	View image in PDF format
04/06/2012 -- ANNUAL REPORT	View image in PDF format
04/06/2011 -- ANNUAL REPORT	View image in PDF format
06/16/2010 -- ANNUAL REPORT	View image in PDF format
04/23/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2008 -- ANNUAL REPORT	View image in PDF format
12/03/2007 -- Foreign Limited	View image in PDF format

Exhibit F - FEI Number for Florida Utility Systems, Inc.
and Articles of Incorporation



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
FLORIDA UTILITY SYSTEMS, INC.

Filing Information

Document Number P20000036022
FEI/EIN Number NONE
Date Filed 05/12/2020
State FL
Status ACTIVE

Principal Address

12535 REED ROAD
SUGAR LAND, TX 77478

Mailing Address

12535 REED ROAD
SUGAR LAND, TX 77478

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Officer/Director Detail

NONE

Annual Reports

No Annual Reports Filed

Document Images

[05/12/2020 -- Domestic Profit](#) [View image in PDF format](#)

Florida Department of State, Division of Corporations

**Electronic Articles of Incorporation
For**

P20000036022
FILED
May 12, 2020
Sec. Of State
dlokeefe

FLORIDA UTILITY SYSTEMS, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

FLORIDA UTILITY SYSTEMS, INC.

Article II

The principal place of business address:

12535 REED ROAD
SUGAR LAND, TX. US 77478

The mailing address of the corporation is:

12535 REED ROAD
SUGAR LAND, TX. US 77478

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

1,000

Article V

The name and Florida street address of the registered agent is:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL. 32301

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: SANDRA YOUNKER

P20000036022
FILED
May 12, 2020
Sec. Of State
dlokeefe

Article VI

The name and address of the incorporator is:

JOSEPH PARK
15088 ROSECRANS AVE.

LA MIRADA, CA 90638

Electronic Signature of Incorporator: JOSEPH PARK

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Exhibit G - Proposed Tariffs

WATER TARIFF

NI FLORIDA, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

NI FLORIDA, LLC
NAME OF COMPANY

10130 Scenic Drive

Port Richey, Florida 34668
(ADDRESS OF COMPANY)

(727) 863-0205 or Toll Free 1-877-233-0101
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy and Charges.....	19.0
Standard Forms	22.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

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	03/18/1983	820183-WS	Original Certificate
21421	06/20/1989	890127-WS	Transfer of Certificate
21421-A	08/09/1989	890127-WS	Correction
22449	01/23/1990	891148-WS	Amendment of Certificate
PSC-95-1441-FOF-WU	11/28/1995	950015-WU	Transfer of Certificate
PSC-08-0621-FOF-WU	09/24/2008	080183-WU	Transfer of Certificate
PSC-09-0832-FOF-WU	12/21/2009	080183-WU	Corrections
PSC-15-0315-FOF-WS	08/05/2015	150115-WS	TMOC

DESCRIPTION OF TERRITORY SERVED

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

Parcel One: 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, which is described as follows: From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°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 (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road No. 45) and the POINT OF BEGINNING; thence N.05°56'20"E. along said prolongation for 348.19 feet; thence S.84°03'40"E. for 290.00 feet; thence S.05°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 N.89°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.

Parcel Two: 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, which is described as follows: From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°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 (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45); thence N.05°56'20"E. along said prolongation for 348.19 feet to the POINT OF BEGINNING; thence continue N.05°56'20"E. along said prolongation for 371.45 feet; thence S.89°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 S.05°56'20"W. along said Westerly right-of-way (100.00 feet from center line) of said Tamiami Trail for 401.00 feet; thence N.84°03'40"W. for 290.00 feet to the POINT OF BEGINNING. Containing 2.572 acres more or less.

Parcel Three: A tract or parcel of land in the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, which is described as follows: From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°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 (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45); thence N.05°56'20"E. along said prolongation for 800.41 feet to the POINT OF BEGINNING; thence continue N.05°56'20"E. along said prolongation for 1,206.73 feet to the northerly boundary of lands formerly conveyed to Windmill Villages of America; thence run N.89°34'20"E. along said northerly boundary for 286.66 feet to the intersection with the curved westerly line (100.00 feet from center line) of the Tamiami Trail (State Road No. 45); thence run southwesterly along said westerly line, along the arc of a curve to the right of radius 5,597.58 feet (chord bearing S.04°42'50"W.) for 239.22 feet to a point of tangency; thence run S.05°56'20"W. for 969.83 feet; thence run N.89°53'40"W. for 291.50 feet to the POINT OF BEGINNING. Containing 7.922 acres more or less.

(Continued to Sheet No. 3.1)

(Continued from Sheet No. 3.1)

**Township 43 South, Range 24 East
Sections 27 and 28**

A tract or parcel of land in Sections 27 and 28, Township 43 South, Range 24 East, encompassing Leisure 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:

Commencing at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East; run S.89°53'50"E. 25.00 feet; thence N.0°19'10"W. 172.35 feet to the POINT OF BEGINNING, the last course being 25 feet perpendicular and parallel to the West line of said Section; thence continue N.0°19'10"W. 2,144.47 feet, said course being 25 feet to the West line of Section 27; thence N.89°33'50"E. 575.0 feet, thence S.0°18'50"E. 169.78 feet, thence N.89°41'30"E. 600.0 feet; thence S.0°19'10"E. 243.90 feet; thence N.89°33'50"E. 1,129.35 feet to a point in the curve concave to the Southwest, being the Westerly right-of-way line of U.S. 41; thence following the curvature thereof in the Southeasterly direction following along the Westerly right-of-way line of U.S. 41, said curve having a central angle of 12°35'40", a radius of 5,597.58 feet, a chord of 1,227.95 feet, and arc of 1,229.99 feet, and a distance of 1,229.99 feet to a point lying on said curve, on Westerly right-of-way line of U.S. 41; thence S.89°33'50"W. 899.33 feet; thence S.05°55'50"W. 518.77 feet to a point.; thence N.89°53'40"W. 1,401.01 feet to the POINT OF BEGINNING.

Also

The Northeast 1/4 of the Southeast 1/4 of said Section 28, Township 43 South, Range 24 East. Subject to a 100 foot easement along the Easterly line of said Property.

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheets 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 NI FLORIDA, LLC
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 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.

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number</u>	<u>Rule Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application.....	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions.....	7.0	6.0
Filing of Contracts	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements.....	10.0	24.0
Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements.....	9.0	15.0
Tariff Dispute.....	7.0	2.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections – Water	10.0	19.0

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 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

(Continued from Sheet No. 7.0)

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

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

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

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

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

(Continued from Sheet No. 8.0)

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

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

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

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

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly – as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

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

- 17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Bulk Service to Tamiami Village RV Park, BS	12.1
Meter Test Deposit.....	17.0
Miscellaneous Service Charges.....	16.0
Residential Service, RS	13.0

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 -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 14.93
3/4"	\$ 22.40
1"	\$ 37.33
1 1/2"	\$ 74.65
2"	\$ 119.44
3"	\$ 238.88
4"	\$ 373.25
6"	\$ 746.50
8"	\$ 1,194.40
Charge per 1,000 gallons	\$ 7.11

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

EFFECTIVE DATE - June 15, 2020
TYPE OF FILING - 2020 Price Index & Pass-Thru

BULK SERVICE

RATE SCHEDULE (BS)

AVAILABILITY - Tamiami Village RV Park served by the Company.

APPLICABILITY - For water service to the Tamiami Village RV Park served by the Company.

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

BILLING PERIOD - Monthly

RATE -

Base Facility Charge (89 ERCs)	\$1,328.77
Charge per 1,000 gallons	\$ 7.11

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE - June 15, 2020

TYPE OF FILING - 2020 Price Index & Pass-Thru

WS-2020-0042

RALPH H. WALKER
ISSUING OFFICER

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 –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 14.93
3/4"	\$ 22.40
1"	\$ 37.33
1 1/2"	\$ 74.65
2"	\$ 119.44
3"	\$ 238.88
4"	\$ 373.25
6"	\$ 746.50
8"	\$ 1,194.40
Charge per 1,000 gallons	
0 – 3,000 gallons	\$ 7.04
Over 3,000 gallons	\$ 7.81

MINIMUM CHARGE – Base Facility Charge

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

EFFECTIVE DATE – June 15, 2020

TYPE OF FILING – 2020 Price Index & Pass-Thru

HELD FOR FUTURE USE

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 Service</u>	<u>General Service</u>
5/8" x 3/4"	\$50.00	2x average estimated bill
All over 5/8" x 3/4"	2x average estimated bill	2x average estimated bill

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

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 – January 2, 2017

TYPE OF FILING – Rate Case - Final

METER TEST DEPOSIT

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

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

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

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

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.

LATE PAYMENT CHARGE – This charge may be levied when a customer is delinquent in paying a bill for service, pursuant to Rule 25-30.335(4), F.A.C.

NSF CHARGE - This charge may be levied pursuant to Section 68.065, Florida Statutes, when a customer pays by check and that check is dishonored by the customers banking institution.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$24.00	\$34.00
Normal Reconnection Charge	\$24.00	\$34.00
Violation Reconnection Charge	\$24.00	\$34.00
Premises Visit Charge (in lieu of disconnection)	\$18.00	\$27.00
Late Payment Charge		\$5.00
NSF Check Charge	Pursuant to Section 68.065, F.S.	

EFFECTIVE DATE – January 11, 2018

TYPE OF FILING – Four Year Rate Reduction

INDEX OF SERVICE AVAILABILITY POLICY

<u>Description</u>	<u>Sheet No.</u>
General	18.0
Availability	18.0
"On-Site" and "Off-Site" Facilities	18.0
Advances	18.0
Service Availability Charges	19.0
Inspection Fees	18.0
Inspection of Plumber Hook-Ups	18.1

SERVICE AVAILABILITY POLICY

1.0 GENERAL POLICY

The terms and conditions of the availability of utility services by the Company is subject to Chapter 25-30, Florida Administrative Code ("F.A.C.).

2.0 AVAILABILITY

The provisions of this policy are available throughout the territory subject to matters of economic feasibility as defined by Rule 25-30.515(7), F.A.C.

3.0 ON-SITE AND OFF-SITE FACILITIES

On-site and off-site facilities may be provided by the Contributor pursuant to the requirements and specifications of the Company. Any facilities which may be constructed by the Contributor on the Company's side of the Point of Delivery as defined by Rules 25-30.210, (7), F.A.C., shall be conveyed to the Company by a bill of sale together with perpetual right-of-way and easements for necessary maintenance and replacement, and appropriate access to facilities as well as complete as-built plans for all such lines and facilities together with accurate cost records, to include material, labor, engineering, administrative and other related costs establishing the construction costs of all utility facilities, as a condition precedent to their acceptance by the Company and the initiation of service.

4.0 ADVANCE

If the off-site or on-site facilities can serve other areas than those of the Contributor, the Company may require that they be oversized to enable service to be provided to additional territory and that the Contributor advance the cost of such oversized facilities. So much of the cost as exceeds the hydraulic share of the Contributor will be refunded by the Company as refundable advances over a period not to exceed eight years, from extension fees paid by other Contributors connecting to the main or mains in accordance with their hydraulic share.

5.0 SERVICE AVAILABILITY CHARGES

In addition to the foregoing fees, customer shall pay service availability charges as set forth in the Tariff based upon the estimated water demand consistent with the permitted capacity.

6.0 INSPECTIONS FEES

Engineering plans or designs for, or construction of facilities by a Contributor which are to become a part of Company's system will be subject to review and inspection by the Company. For this service, Pursuant to Rule 25-30.540(7), F.A.C., the Company may charge an inspection and plan review fee based upon the actual cost of the Company for review of plans and inspection of facilities constructed by Contributor or independent contractors for connection with the facilities of the Company. Such inspection fees shall be paid by a Contributor in addition to all other charges above stated, as a condition precedent to service.

(Continued on Sheet 18.1)

(Continued from Sheet 18.0)

7.0 INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Contributor, Customer, or its plumbing contractor to connect Contributor's or Customer's plumbing installation with the utility system. Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Company's rules governing such connections, as made, is free from leakage.

SERVICE AVAILABILITY CHARGES

N/A

EFFECTIVE DATE – August 14, 2015

TYPE OF FILING – Transfer of Majority Organizational Control

Income Taxes Related to Cash and Property Contributions In Aid of Construction

The utility may gross-up cash service availability charges and property contributions in aid of construction in order to recover the federal and state corporate income taxes associated with these contributions. The formula to be used to gross-up cash service availability charges and contributed property are as follows:

TAX IMPACT= Full Gross Up:

Depreciable Plant:

For utilities using straight-line depreciation for tax purposes, the gross-up formula shall be: $(CP - (CP * (1/TL) * .5)) * (CTR / (1-CTR))$

For utilities using an accelerated rate of depreciation for tax purposes, the gross-up formula shall be: $(CP - ((CP * AR) * .5)) * (CTR / (1-CTR))$

Land (and Cash): $CL * (CTR / (1-CTR))$

Where:

CP = Contributed Plant

TL = Tax Life of Contributed Plant

AR = First Year Accelerated Depreciation Rate for Tax Purposes

CTR = Combined Federal (FT) and State (ST) Income Tax Rate. $ST+FT(1-ST)$

CL = Contributed Land (and Contributed Cash)

EFFECTIVE DATE – September 19, 2018

TYPE OF FILING – Correction

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE.....	21.0
COPY OF CUSTOMER'S BILL.....	22.0

APPLICATION FOR WASTEWATER 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 Rule and Regulations and Ordinances.

Signed _____
(Customer)

Order
Taken By _____

COPY OF CUSTOMER'S BILL

TOTAL ON/BEFORE DUE DATE
\$16.31

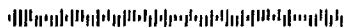
BILLING STATEMENT

NI Florida, LLC - Tamiami
1713 Woodcreek Farms Rd, Ste. A
Elgin, SC 29045
Ph: (877) 233-0101

ACCOUNT NO. [REDACTED]

BILLING DATE 12/23/2015

DELINQUENT AFTER 1/15/2016



T2 P1*****AUTO**5-DIGIT 33903



THIS BILL DOES NOT EXTEND TIME FOR PAYMENT OF ANY PAST DUE BALANCE

ALL PAST DUE BALANCES ARE DUE IMMEDIATELY TO AVOID DISCONNECTION

320

PLEASE KEEP THE BOTTOM PORTION FOR YOUR RECORDS. RETURN TOP PORTION WITH PAYMENT.

BILLING DATE	BILLING PERIOD	FROM	TO	ACCOUNT NO.
12/23/2015		11/16/2015	12/14/2015	[REDACTED]

SERVICE ADDRESS:



PRESENT READING			
8503	Previous Balance		18.84
	Payment Received		18.84
PREVIOUS READING	Past Due Balance		0.00
8421	Current Period Water Base Fee		12.64
	Current Period Water Usage: 820 gal		3.87

IF YOUR ACCOUNT HAS PREVIOUSLY BEEN SET UP FOR AUTOMATIC CREDIT CARD OR BANK DRAFT, YOUR PAYMENTS WILL CONTINUE TO BE AUTOMATICALLY DRAFTED.

YOU MAY ALSO GO TO WWW.NIAMERICA.COM TO PAY YOUR BILL ONLINE.

DELINQUENT BILLS WILL BE ASSESSED A LATE FEE OF \$5.00

TOTAL DUE NOW	\$16.31
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WASTEWATER TARIFF

NI FLORIDA, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

NI FLORIDA, LLC
NAME OF COMPANY

10130 Scenic Drive

Port Richey, Florida 34668
(ADDRESS OF COMPANY)

(727) 863-0205 or 1-877-233-0101
(Business & Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy and Charges	16.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 104-S

COUNTY – Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5781	06/19/1973	C-72695-S	Original Certificate
7824	06/02/1977	750558-SU	Transfer of Certificate
13823	10/31/1984	840296-SU	Amendment of Certificate
14477	06/18/1985	850149-SU	Amendment of Certificate
15556	01/16/1986	850779-SU	TMOC
22852	04/24/1990	900065-SU	Amendment of Certificate
23846	12/10/1990	900020-SU	Amendment of Certificate
PSC-98-1543-FOF-SU	11/20/1998	981081-SU	Name Change
PSC-99-1916-PAA-SU	09/27/1999	981079-SU	Amendment of Certificate
PSC-99-2381-FOF-SU	12/06/1999	981080-SU	TMOC
PSC-04-1278-AS-SU	12/27/2004	041207-SU	Amendment of Certificate
PSC-08-0226-FOF-SU	04/07/2008	070740-SU	Transfer of Certificate
PSC-15-0315-FOF-WS	08/05/2015	150115-WS	TMOC

DESCRIPTION OF TERRITORY SERVED

Township 24 South, Range 16 East

Section 14: All of said Section, LESS the following described portions thereof: Commence at the Southwest corner of said Section 14 and the POINT OF BEGINNING; Thence run North, along the West line of said Section 14, 30 feet to the center line of Old Dixie Highway; Thence run North 40 degrees East along the center line of Old Dixie Highway, 670 feet; Thence run North 32 degrees East along the centerline of Old Dixie Highway, 780 feet; Thence run East, 1,566 feet; Thence run South, 1,075 feet; Thence run West, 500 feet; Thence run South, 120 feet to the South line of said Section 14; Thence run West, along the South line of said Section 14; 1,910 feet to the POINT OF BEGINNING. Also, commence at the Southwest corner of said Section 14; Thence run North along the West line of said Section 14, 30 feet to the center line of Old Dixie Highway; Thence run North 40 degrees East along the center line of Old Dixie Highway, 670 feet; Thence run North 32 degrees East along the centerline of Old Dixie Highway, 1,160 feet to the POINT OF BEGINNING; Thence continue North 32 degrees East along the center line of Old Dixie Highway, 1,704 feet; Thence run East, 1,975 feet; Thence run South, 2,965 feet to the South line of said Section 14; Thence run West, along the South line of said Section 14, 1,240 feet; Thence run North, 1,520 feet; Thence run West, 1,638 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions served by Pasco County.

LESS the following described portion thereof: Commence at the Southwest corner of said Section 14; thence run North, along the West line of said Section 14, 30 feet to the center line of Old Dixie Highway; thence run North 40 degrees East along the center line of Old Dixie Highway 670 feet; thence run North 32 degrees East along the center line of Old Dixie Highway 780 feet to the POINT OF BEGINNING; thence continue North 32 degrees East along the centerline of Old Dixie Highway 380 feet; thence run East 1,638 feet; thence run South, 1,520 feet to the South line of Section 14; thence run West along the South line of Section 14, 790 feet; thence run North 120 feet; thence run East 500 feet; thence run North, 1,075 feet; thence run West 1,566 feet to the POINT OF BEGINNING.

Section 15: All of said Section.

Section 16: All of said Section.

Section 21: All of Said Section, LESS the South 1500 feet of the North 2500 feet of the East 500 feet of said Section. The areas excepted is a portion of the Sea Pines Subdivision served by Pasco County.

Section 22: All of said Section, LESS the following described portions thereof: Commence at the Northwest corner of said Section 22; Thence run South along the West Section line 1,000 feet to the POINT OF BEGINNING; Thence run East 1,500 feet to the center of a canal; Thence run South 600 feet; Thence run East 2,200 feet to the center of Old Dixie Highway; Thence run South 47 degrees West along center of Old Dixie Highway 1,300 feet; Thence run West approximately 2,720 feet to the West section line of said Section 22; Thence run North along the West section line 1,500 feet to the POINT OF BEGINNING. Also, commence at the Northwest corner of said Section 22; Thence run South along the West Section line 1,000 feet; Thence run East 1,500 feet to the POINT OF BEGINNING: Thence run North 350 feet; Thence run East 3,225 feet to the center of Old Dixie Highway; Thence run South 47 degrees West along center of Old Dixie Highway 513 feet; Thence run West approximately 2,850 feet to the POINT OF BEGINNING. Also, commence at the Northeast corner of said Section 22 and the POINT OF BEGINNING, Thence run South along the East line of said section 945 feet; Thence run West 949 feet to the center line of Old Dixie Highway; Thence run North 47 degrees East along the center line of Old Dixie Highway 790 feet; Thence run

(Continued to Sheet No. 3.2)

(Continued from Sheet No. 3.1)

North 40 degrees East along the centerline of Old Dixie Highway 530 feet to the North line of said Section 22; Thence run East, along the North line of said Section 22, 30 feet to the POINT OF BEGINNING. The areas excepted is a portion of the Sea Pines Subdivisions served by Pasco County.

LESS the following described portions thereof: Commence at the Northeast corner of said Section 22; thence run South along the East Section line, 945 feet to the POINT OF BEGINNING; thence continue South along East line of said Section, 300 feet; thence run West 970 feet; thence run South 47 degrees West parallel to centerline of Old Dixie Highway, 530 feet; thence run West 2,460 feet; thence run North, 600 feet to a point in the Canal; thence run East along centerline of Canal, 2,850 feet to the centerline of Old Dixie Highway; thence run North 47 degrees along the centerline of Old Dixie Highway, 80 feet; thence run East 949 feet to the POINT OF BEGINNING.

Section 23: All of said Section, LESS the following described portions thereof: Commence at the Northwest corner of said Section 23 and the POINT OF BEGINNING; Thence run East along the North line of said Section 23, 1,910 feet; Thence run South 945 feet; Thence run West 1,910 feet to the West section line of said Section 23; Thence run North along the West section line of said Section 23, 945 feet to the POINT OF BEGINNING. Also, commence at the Northwest corner of said Section 23; Thence run East along the North line of said Section 23, 2,700 feet to the POINT OF BEGINNING; Thence continue East along the North line of said Section 23, 1,240 feet; Thence run Southwesterly, parallel to U.S. 19, 1,500 feet; Thence run South, 100 feet; Thence run Southwesterly, parallel to U.S. 19, 140 feet; Thence run West, 175 feet; Thence run North, 1,380 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva

Villas and Sea Pines Subdivisions served by Pasco County.

LESS the following described portion thereof: Commence at the Northwest corner of said Section 23; thence run East along the North line of said Section 23, 1,910 feet to the POINT OF BEGINNING; thence run East along North line of said Section 23, 790 feet; thence run South, 1,640 feet; thence run South 28 degrees East, 60 feet to the West Right-of-Way line of U.S. Highway 19; thence run Southwest along West Right-of-Way line of U.S. Highway 19, 325 feet; thence run North 28 degrees West, 250 feet; thence run North, 375 feet; thence run West, 165 feet; thence run North 64 degrees West, 280 feet; thence run West 1,960 feet to a point on West line of said Section; thence run North, 300 feet; thence run East, 1,910 feet; thence run North 945 feet to the POINT OF BEGINNING.

Section 26: All of the North 1/2 of said Section 26.

Section 27: All of said Section 27; LESS the South 1/2 of the Southeast 1/4.

Section 28: All of said Section.

Section 32: The East 818 feet of the North 1/2 of said Section 32.

Section 33: All of said Section.

Section 34: The West 1/2 of the Northwest 1/4. The Northwest 1/4 of the SW 1/4.

Township 25 South, Range 16 East.

Section 4: The North 150 feet of said Section 4.

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule 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 wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is NI FLORIDA, LLC
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service to individual service lines or through other mains.
- 9.0 ARATE@ - Amount which the Company may charge for wastewater service which is applied to the Customer=s actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, AService@ 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.
- 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.

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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Adjustment of Bills.....	10.0	20.0
Application.....	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation.....	8.0	10.0
Continuity of Service.....	8.0	8.0
Customer Billing.....	9.0	15.0
Delinquent Bills.....	9.0	17.0
Evidence of Consumption.....	10.0	22.0
Extensions.....	7.0	6.0
Filing of Contracts.....	10.0	21.0
General Information.....	7.0	1.0
Inspection of Customer's Installation.....	8.0	11.0
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Tariff Dispute.....	7.0	2.0
Termination of Service.....	10.0	18.0
Type and Maintenance.....	7.0	7.0
Unauthorized Connections - Wastewater.....	10.0	19.0

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 TARIFF DISPUTE – Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 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 AYour Water and Wastewater Service,@ prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

(Continued from Sheet No. 7.0)

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

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

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and the Customer be connected 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 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 wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

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

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

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

(Continued on Sheet No. 9.0)

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public 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 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.
- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 10.0)

(Continued from Sheet No. 9.0)

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

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits.....	14.0
General Service, GS	12.0
Bulk Service, BS(Club Wildwood Mobile Home Park)	12.1
Bulk Service, BS(Gulf Island Beach and Tennis Club)	12.2
Miscellaneous Service Charges.....	15.0
Residential Service, RS	13.0

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 -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 26.09
3/4"	\$ 39.14
1"	\$ 65.23
1 1/2"	\$ 130.45
2"	\$ 208.72
3"	\$ 417.44
4"	\$ 652.25
6"	\$ 1,304.50
8"	\$ 2,087.20
10"	\$ 3,000.35
Charge per 1,000 gallons	\$ 8.62

- 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 - June 15, 2020
- TYPE OF FILING - 2020 Price Index & Pass-Thru

WS-2020-0042

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

BULK SERVICE

RATE SCHEDULE (BS)

AVAILABILITY - Club Wildwood Mobile Home Park served by the Company.

APPLICABILITY - For wastewater service to the Club Wildwood Mobile Home Park served by the Company.

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

BILLING PERIOD - Monthly

RATE -
Base Facility Charge (380 ERCs) \$9,914.20
Charge per 1,000 gallons \$ 8.62

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 - June 15, 2020

TYPE OF FILING - 2020 Price Index & Pass-Thru

WS-2020-0042

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

BULK SERVICE

RATE SCHEDULE (BS)

AVAILABILITY - Gulf Island Beach and Tennis Club served by the Company.

APPLICABILITY - For wastewater service to the Gulf Island Beach and Tennis Club served by the Company.

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

BILLING PERIOD - Monthly

RATE -
Base Facility Charge (201 ERCs) \$5,244.09
Charge per 1,000 gallons \$ 8.62

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 - June 15, 2020
TYPE OF FILING - 2020 Price Index & Pass-Thru

WS-2020-0042

RALPH H. WALKER
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 -

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 26.09
Charge per 1,000 gallons 6,000 gallon cap	\$ 7.26

- 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 - June 15, 2020
- TYPE OF FILING - 2020 Price Index & Pass-Thru

WS-2020-0042

RALPH H. WALKER
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:

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$91.00	2x average estimated bill
All over 5/8" x 3/4"	2x average estimated bill	2x average estimated bill

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

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 - January 2, 2017

TYPE OF FILING - Rate Case - Final

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.

LATE PAYMENT CHARGE – This charge may be levied when a customer is delinquent in paying a bill for service, pursuant to Rule 25-30.335(4), F.A.C.

NSF CHARGE - This charge may be levied pursuant to Section 68.065, Florida Statutes, when a customer pays by check and that check is dishonored by the customers banking institution.

METER RE-READ CHARGE – This charge may be levied when there is a re-reading of the meter for a discrepancy in the billing.

Schedule of Miscellaneous Service Charges

	<u>Normal Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$ 27.00	\$ 40.00
Normal Reconnection Charge	\$ 27.00	\$ 40.00
Violation Reconnection Charge - Pasco	\$125.00	\$187.50
Violation Reconnection Charge – Hudson Waterworks	\$ 90.00	\$ 90.00
Premises Visit Charge (in lieu of disconnection)	\$ 18.00	\$ 27.00
Late Payment Charge		\$ 5.00
NSF Check Charge	Pursuant to Section 68.065, F.S.	
Meter Re-read – Pasco County		\$20.00
Meter Re-read – Hudson Waterworks		\$15.00

EFFECTIVE DATE - January 11, 2018

TYPE OF FILING - Four Year Rate Reduction

INDEX OF SERVICE AVAILABILITY POLICY

<u>Description</u>	<u>Sheet No.</u>
General	17.0
Availability	17.0
"On-Site" and "Off-Site" Facilities	17.0
Advances	17.0
Service Availability Charges	18.0
Inspection Fees	17.0
Inspection of Plumber Hook-Ups	17.1

SERVICE AVAILABILITY POLICY

1.0 GENERAL POLICY

The terms and conditions of the availability of utility services by the Company are subject to Chapter 25-30, Florida Administrative Code ("F.A.C.").

2.0 AVAILABILITY

The provisions of this policy are available throughout the territory subject to matters of economic feasibility as defined by Rule 25-30.515(7), F.A.C.

3.0 ON-SITE AND OFF-SITE FACILITIES

On-site and off-site facilities may be provided by the Contributor pursuant to the requirements and specifications of the Company. Any facilities which may be constructed by the Contributor on the Company's side of the Point of Delivery as defined by Rules 25-30.210, (7), F.A.C., shall be conveyed to the Company by a bill of sale together with perpetual right-of-way and easements for necessary maintenance and replacement, and appropriate access to facilities as well as complete as-built plans for all such lines and facilities together with accurate cost records, to include material, labor, engineering, administrative and other related costs establishing the construction costs of all utility facilities, as a condition precedent to their acceptance by the Company and the initiation of service.

4.0 ADVANCE

If the off-site or on-site facilities can serve other areas than those of the Contributor, the Company may require that they be oversized to enable service to be provided to additional territory and that the Contributor advances the cost of such oversized facilities. So much of the cost as exceeds the hydraulic share of the Contributor will be refunded by the Company as refundable advances over a period not to exceed eight years, from extension fees paid by other Contributors connecting to the main or mains in accordance with their hydraulic share.

5.0 SERVICE AVAILABILITY CHARGES

In addition to the foregoing fees, customer shall pay service availability charges as set forth in the Tariff based upon the estimated wastewater demand consistent with the permitted capacity.

6.0 INSPECTIONS FEES

Engineering plans or designs for, or construction of facilities by a Contributor which are to become a part of Company's system will be subject to review and inspection by the Company. For this service, Pursuant to Rule 25-30.540(7), F.A.C., the Company may charge an inspection and plan review fee based upon the actual cost of the Company for review of plans and inspection of facilities constructed by Contributor or independent contractors for connection with the facilities of the Company. Such inspection fees shall be paid by a Contributor in addition to all other charges above stated, as a condition precedent to service.

(Continued on Sheet 17.1)

(Continued from Sheet 17.0)

7.0 INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Contributor, Customer, or its plumbing contractor to connect Contributor's or Customer's plumbing installation with the utility system. Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Company's rules governing such connections, as made, is free from leakage.

SERVICE AVAILABILITY CHARGES

<u>Description</u>	<u>Amount</u>
<u>Main Extension Charge</u>	
Residential per ERC (173 gpd treated wastewater demand)	\$1,710.00
All others per gallon.....	\$ 9.88

EFFECTIVE DATE - July 1, 2019

TYPE OF FILING - Service Availability

Income Taxes Related to Cash and Property Contributions In Aid of Construction

The utility may gross-up cash service availability charges and property contributions in aid of construction in order to recover the federal and state corporate income taxes associated with these contributions. The formula to be used to gross-up cash service availability charges and contributed property are as follows:

TAX IMPACT= Full Gross Up:

Depreciable Plant:

For utilities using straight-line depreciation for tax purposes, the gross-up formula shall be: $(CP - (CP * (1/TL) * .5)) * (CTR / (1-CTR))$

For utilities using an accelerated rate of depreciation for tax purposes, the gross-up formula shall be: $(CP - ((CP * AR) * .5)) * (CTR / (1-CTR))$

Land (and Cash): $CL * (CTR / (1-CTR))$

Where:

CP = Contributed Plant

TL = Tax Life of Contributed Plant

AR = First Year Accelerated Depreciation Rate for Tax Purposes

CTR = Combined Federal (FT) and State (ST) Income Tax Rate. $ST+FT(1-ST)$

CL = Contributed Land (and Contributed Cash)

EFFECTIVE DATE – September 19, 2018

TYPE OF FILING – Correction

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE.....	20.0
COPY OF CUSTOMER'S BILL.....	21.0

APPLICATION FOR WASTEWATER SERVICE

Name _____ Telephone Number _____

Billing Address _____
City State Zip

Service Address _____
City State Zip

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

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

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

COPY OF CUSTOMER'S BILL

TOTAL ON/BEFORE DUE DATE
\$16.31

BILLING STATEMENT

NI Florida, LLC - Tamiami
1713 Woodcreek Farms Rd, Ste. A
Elgin, SC 29045
Ph: (877) 233-0101



T2 P1*****AUTO**5-DIGIT 33903



ACCOUNT NO. [REDACTED]

BILLING DATE 12/23/2015

DELINQUENT AFTER 1/15/2016

**THIS BILL DOES NOT EXTEND TIME FOR PAYMENT
OF ANY PAST DUE BALANCE**

**ALL PAST DUE BALANCES ARE DUE IMMEDIATELY
TO AVOID DISCONNECTION**

310

PLEASE KEEP THE BOTTOM PORTION FOR YOUR RECORDS. RETURN TOP PORTION WITH PAYMENT.

BILLING DATE	BILLING PERIOD	FROM	TO	ACCOUNT NO.
12/23/2015		11/16/2015	12/14/2015	[REDACTED]
SERVICE ADDRESS: [REDACTED]				
PRESENT READING	8503	Previous Balance		18.84
		Payment Received		18.84
PREVIOUS READING	8421	Past Due Balance		0.00
		Current Period Water Base Fee		12.64
		Current Period Water Usage: 820 gal		3.67

IF YOUR ACCOUNT HAS PREVIOUSLY BEEN SET UP FOR AUTOMATIC CREDIT CARD OR BANK DRAFT, YOUR PAYMENTS WILL CONTINUE TO BE AUTOMATICALLY DRAFTED.

YOU MAY ALSO GO TO WWW.NIAMERICA.COM TO PAY YOUR BILL ONLINE.

DELINQUENT BILLS WILL BE ASSESSED A LATE FEE OF \$5.00

TOTAL DUE NOW	\$16.31
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Exhibit H- Customer Notice

**NOTICE OF APPLICATION OF TRANSFER
OF MAJORITY ORGANIZATIONAL CONTROL**

Notice is hereby given on _____, 2020, pursuant to Section 367.071, Florida Statutes, of the Application of Ni Pacolet Milliken Utilities, LLC and Florida Utilities Systems, Inc. for Transfer of Majority Organizational Control of Ni Florida, LLC.

Ni Florida provides water service in Lee County under authority of the Florida Public Service Commission Certificate No. 388-W within the territory set forth in Attachment "A".

Ni Florida provides wastewater service in Pasco County under authority of Florida Public Service Commission Certificate No. 104-S within the territory shown on Attachment "B".

PLEASE BE ADVISED:

1. The application will be reviewed by the Florida Public Service Commission pursuant to Section 367.071, Florida Statutes, and will not become effective unless it is approved by the Commission. If the Florida Public Service Commission approves this transfer, Florida Utility Systems, Inc. will control Ni Florida, LLC, but the transfer of control will not result in change of ownership of the above-referenced water and wastewater systems, and will not change the rates, terms, and conditions of service currently provided to customers. You will continue to receive service from Ni Florida, LLC, under the existing rates, terms, and conditions.

2. Any objections to the Application must be made in writing and filed within 30 days from the date of this Notice with the Office of the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with a copy to Beth Keating, Gunster Law Firm, 215 S. Monroe Street, Tallahassee, Florida 32301. The objection must state the grounds for the objection with particularity.

Ni Florida, LLC
13824 U.S. Highway 19, Suite 301
Hudson, Florida 34667

Florida Utility Systems, Inc.
1710 Woodcreek Farms Road
Elgin, South Carolina 29045

Attachment "A"

Description of Service Territories
Lee County

NI FLORIDA SERVICE TERRITORY IN LEE COUNTY

Parcel One: 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, which is described as follows: From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°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 (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road No. 45) and the POINT OF BEGINNING; thence N.05°56'20"E. along said prolongation for 348.19 feet; thence S.84°03'40"E. for 290.00 feet; thence S.05°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 N.89°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.

Parcel Two: 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, which is described as follows: From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°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 (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45); thence N.05°56'20"E. along said prolongation for 348.19 feet to the POINT OF BEGINNING; thence continue N.05°56'20"E. along said prolongation for 371.45 feet; thence S.89°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 S.05°56'20"W. along said Westerly right-of-way (100.00 feet from center line) of said Tamiami Trail for 401.00 feet; thence N.84°03'40"W. for 290.00 feet to the POINT OF BEGINNING. Containing 2.572 acres more or less.

Parcel Three: A tract or parcel of land in the Southwest 1/4 of Section 27, Township 43 South, Range 24 East, which is described as follows: From the Southwest corner of said fraction of Section; thence N.0°19'10"W. along the West line of said Section for 25.0 feet; thence S.89°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 (S.05°56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45); thence N.05°56'20"E. along said prolongation for 800.41 feet to the POINT OF BEGINNING; thence continue N.05°56'20"E. along said prolongation for 1,206.73 feet to the northerly boundary of lands formerly conveyed to Windmill Villages of America; thence run N.89°34'20"E. along said northerly boundary for 286.66 feet to the intersection with the curved westerly line (100.00 feet from center line) of the Tamiami Trail (State Road No. 45); thence run southwesterly along said westerly line, along the arc of a curve to the right of radius 5,597.58 feet (chord bearing S.04°42'50"W.) for 239.22 feet to a point of tangency; thence run S.05°56'20"W. for 969.83 feet; thence run N.89°53'40"W. for 291.50 feet to the POINT OF BEGINNING. Containing 7.922 acres more or less.

(continued on next page)

NI FLORIDA SERVICE TERRITORY IN LEE COUNTY

(continued from prior page)

Township 43 South, Range 24 East

Sections 27 and 28

A tract or parcel of land in Sections 27 and 28, Township 43 South, Range 24 East, encompassing Leisure 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:

Commencing at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 43 South, Range 24 East; run S.89°53'50"E. 25.00 feet; thence N.0°19'10"W. 172.35 feet to the POINT OF BEGINNING, the last course being 25 feet perpendicular and parallel to the West line of said Section; thence continue N.0°19'10"W. 2,144.47 feet, said course being 25 feet to the West line of Section 27; thence N.89°33'50"E. 575.0 feet, thence S.0°18'50"E. 169.78 feet, thence N.89°41'30"E. 600.0 feet; thence S.0°19'10"E. 243.90 feet; thence N.89°33'50"E. 1,129.35 feet to a point in the curve concave to the Southwest, being the Westerly right-of-way line of U.S. 41; thence following the curvature thereof in the Southeasterly direction following along the Westerly right-of-way line of U.S. 41, said curve having a central angle of 12°35'40", a radius of 5,597.58 feet, a chord of 1,227.95 feet, and arc of 1,229.99 feet, and a distance of 1,229.99 feet to a point lying on said curve, on Westerly right-of-way line of U.S. 41; thence S.89°33'50"W. 899.33 feet; thence S.05°55'50"W. 518.77 feet to a point.; thence N.89°53'40"W. 1,401.01 feet to the POINT OF BEGINNING.

Also

The Northeast 1/4 of the Southeast 1/4 of said Section 28, Township 43 South, Range 24 East. Subject to a 100 foot easement along the Easterly line of said Property.

Attachment "B"

Description of Service Territories
Pasco County

NI FLORIDA SERVICE TERRITORY IN PASCO COUNTY

Township 24 South, Range 16 East

Section 14: All of said Section, LESS the following described portions thereof: Commence at the Southwest corner of said Section 14 and the POINT OF BEGINNING; Thence run North, along the West line of said Section 14, 30 feet to the center line of Old Dixie Highway; Thence run North 40 degrees East along the center line of Old Dixie Highway, 670 feet; Thence run North 32 degrees East along the centerline of Old Dixie Highway, 780 feet; Thence run East, 1,566 feet; Thence run South, 1,075 feet; Thence run West, 500 feet; Thence run South, 120 feet to the South line of said Section 14; Thence run West, along the South line of said Section 14; 1,910 feet to the POINT OF BEGINNING. Also, commence at the Southwest corner of said Section 14; Thence run North along the West line of said Section 14, 30 feet to the center line of Old Dixie Highway; Thence run North 40 degrees East along the center line of Old Dixie Highway, 670 feet; Thence run North 32 degrees East along the centerline of Old Dixie Highway, 1,160 feet to the POINT OF BEGINNING; Thence continue North 32 degrees East along the center line of Old Dixie Highway, 1,704 feet; Thence run East, 1,975 feet; Thence run South, 2,965 feet to the South line of said Section 14; Thence run West, along the South line of said Section 14, 1,240 feet; Thence run North, 1,520 feet; Thence run West, 1,638 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions served by Pasco County.

LESS the following described portion thereof: Commence at the Southwest corner of said Section 14; thence run North, along the West line of said Section 14, 30 feet to the center line of Old Dixie Highway; thence run North 40 degrees East along the center line of Old Dixie Highway 670 feet; thence run North 32 degrees East along the center line of Old Dixie Highway 780 feet to the POINT OF BEGINNING; thence continue North 32 degrees East along the centerline of Old Dixie Highway 380 feet; thence run East 1,638 feet; thence run South, 1,520 feet to the South line of Section 14; thence run West along the South line of Section 14, 790 feet; thence run North 120 feet; thence run East 500 feet; thence run North, 1,075 feet; thence run West 1,566 feet to the POINT OF BEGINNING.

Section 15: All of said Section.

Section 16: All of said Section.

Section 21: All of Said Section, LESS the South 1500 feet of the North 2500 feet of the East 500 feet of said Section. The areas excepted is a portion of the Sea Pines Subdivision served by Pasco County.

Section 22: All of said Section, LESS the following described portions thereof: Commence at the Northwest corner of said Section 22; Thence run South along the West Section line 1,000 feet to the POINT OF BEGINNING; Thence run East 1,500 feet to the center of a canal; Thence run South 600 feet; Thence run East 2,200 feet to the center of Old Dixie Highway; Thence run South 47 degrees West along center of Old Dixie Highway 1,300 feet; Thence run West approximately 2,720 feet to the West section line of said Section 22; Thence run North along the West section line 1,500 feet to the POINT OF BEGINNING. Also, commence at the Northwest corner of said Section 22; Thence run South along the West Section line 1,000 feet; Thence run East 1,500 feet to the POINT OF BEGINNING; Thence run North 350 feet; Thence run East 3,225 feet to the center of Old Dixie Highway; Thence run South 47 degrees West along center of Old Dixie Highway 513 feet; Thence run West approximately 2,850 feet to the POINT OF BEGINNING. Also, commence at the Northeast corner of said Section 22 and the POINT OF BEGINNING, Thence run South along the East line of said section 945 feet; Thence run West 949 feet to the center line of Old Dixie Highway; Thence run North 47 degrees East along the center line of Old Dixie Highway 790 feet; Thence run North 40 degrees East along the centerline of Old Dixie Highway 530 feet to the North line of said Section 22; Thence run East, along the North line of said Section 22, 30 feet to the POINT OF BEGINNING. The areas excepted is a portion of the Sea Pines Subdivisions served by Pasco County.

(continued on next page)

NI FLORIDA SERVICE TERRITORY IN PASCO COUNTY

(continued from prior page)

LESS the following described portions thereof: Commence at the Northeast corner of said Section 22; thence run South along the East Section line, 945 feet to the POINT OF BEGINNING; thence continue South along East line of said Section, 300 feet; thence run West 970 feet; thence run South 47 degrees West parallel to centerline of Old Dixie Highway, 530 feet; thence run West 2,460 feet; thence run North, 600 feet to a point in the Canal; thence run East along centerline of Canal, 2,850 feet to the centerline of Old Dixie Highway; thence run North 47 degrees along the centerline of Old Dixie Highway, 80 feet; thence run East 949 feet to the POINT OF BEGINNING.

Section 23: All of said Section, LESS the following described portions thereof: Commence at the Northwest corner of said Section 23 and the POINT OF BEGINNING; Thence run East along the North line of said Section 23, 1,910 feet; Thence run South 945 feet; Thence run West 1,910 feet to the West section line of said Section 23; Thence run North along the West section line of said Section 23, 945 feet to the POINT OF BEGINNING. Also, commence at the Northwest corner of said Section 23; Thence run East along the North line of said Section 23, 2,700 feet to the POINT OF BEGINNING; Thence continue East along the North line of said Section 23, 1,240 feet; Thence run Southwesterly, parallel to U.S. 19, 1,500 feet; Thence run South, 100 feet; Thence run Southwesterly, parallel to U.S. 19, 140 feet; Thence run West, 175 feet; Thence run North, 1,380 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions served by Pasco County.

LESS the following described portion thereof: Commence at the Northwest corner of said Section 23; thence run East along the North line of said Section 23, 1,910 feet to the POINT OF BEGINNING; thence run East along North line of said Section 23, 790 feet; thence run South, 1,640 feet; thence run South 28 degrees East, 60 feet to the West Right-of-Way line of U.S. Highway 19; thence run Southwest along West Right-of-Way line of U.S. Highway 19, 325 feet; thence run North 28 degrees West, 250 feet; thence run North, 375 feet; thence run West, 165 feet; thence run North 64 degrees West, 280 feet; thence run West 1,960 feet to a point on West line of said Section; thence run North, 300 feet; thence run East, 1,910 feet; thence run North 945 feet to the POINT OF BEGINNING.

Section 26: All of the North 1/2 of said Section 26.

Section 27: All of said Section 27; LESS the South 1/2 of the Southeast 1/4.

Section 28: All of said Section.

Section 32: The East 818 feet of the North 1/2 of said Section 32.

Section 33: All of said Section.

Section 34: The West 1/2 of the Northwest 1/4. The Northwest 1/4 of the SW 1/4.

Township 25 South, Range 16 East.

Section 4: The North 150 feet of said Section 4.