

REQUEST TO ESTABLISH DOCKET		
(Please type or print. File original with CLK.)		
Date:	4/12/2021	
1. From Division / Staff:	Eng/M. Watts <i>MW ME LK</i>	
2. OPR:	ENG	
3. OCR:	ECO	
4. Suggested Docket Title:	Application for acknowledgment of the name change by Ni Florida, LLC to Ni Florida, <u>Inc.</u>	
5. Program/Module/Submodule Assignment:	B1d/Bij	
6. Suggested Docket Mailing List		
a. Provide NAMES/ACRONYMS, if registered company		<input type="checkbox"/> Provided as an Attachment
Company Code, if applicable:	Parties (include address, if different from MCD):	Representatives (name and address):
WU920	Ni Florida, LLC	Beth Keating/Gunster, Yoakley & Stewart, P.A. 215 S. Monroe St., Suite 601 Tallahassee, FL 32301
SU915	Ni, Florida, LLC	Beth Keating/Gunster, Yoakley & Stewart, P.A. 215 S. Monroe St., Suite 601 Tallahassee, FL 32301
b. Provide COMPLETE NAME AND ADDRESS for all others (match representatives to companies)		
Company Code, if applicable:	Interested persons, if any, (include address, if different from MCD):	Representatives (name and address):
7. Check one:	<input checked="" type="checkbox"/> Supporting documentation attached	<input type="checkbox"/> To be provided with Recommendation
Comments:		



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

April 7, 2021

BY E-MAIL

Ms. Judy Harlow, Director/Division of Economics
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
jharlow@psc.state.fl.us

Re: Notice of Name Change of Ni Florida, LLC to Ni Florida, Inc.

Dear Ms. Harlow:

Please accept this letter and the attached documentation as Ni Florida's Notice of Name Change, consistent with Rule 25-30.039, F.A.C.. The name change became effective March 15, 2021. The Company's current, certificated name and business address with the Florida Public Service Commission are:

Ni Florida, LLC
10130 Scenic Drive
Port Richey, Florida 34668

Consistent with the attached documentation, Ni requests that the Commission update its records to reflect that Ni Florida's new name, as of March 15, 2021, is Ni Florida, Inc.

Ni Florida provides water service to the Tamiami Village & RV Park in Lee County under authority of the Florida Public Service Commission Certificate No. 388-W, and provides wastewater service to the Gulf Island Beach and Tennis Club, Club Wildwood Mobile Home Park, and Shadow Wood in Pasco County under authority of Florida Public Service Commission Certificate No. 104-S. Ni Florida's corporate parent is and remains:

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

as recently approved by the Commission in Docket No. 20200221-WS. This name change represents no change in ownership or control of the Company or its assets. Enclosed herewith, please

April 7, 2021
Page 2

find the appropriate documentation from the Florida Department of State, a draft notice to be sent to the Company's customers, and the Company's updated tariff reflecting the revised name.

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

Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 16, 2021

COGENCYGLOBAL

Having fulfilled the requirements of section 607.1503 or 617.1503, Florida Statutes, on March 15, 2021, this Certificate of Authority is hereby issued to NI FLORIDA, INC., a Delaware corporation, in accordance with said statute and assigned document number F21000001427. Please refer to this number whenever corresponding with this office.

The certification you requested is enclosed.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please notify this office if the corporate address changes.

Should you have any questions regarding this matter, please contact this office at (850) 245-6051.

Sharon D Franklin
Regulatory Specialist II
Registration Section
Division of Corporations

Letter Number: 621A00005501

Account number: I20000000088

Amount charged: 78.75

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by NI FLORIDA, INC., a Delaware corporation, authorized to transact business within the State of Florida on March 15, 2021 as shown by the records of this office.

The document number of this corporation is F21000001427.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Sixteenth day of March, 2021



CR2E022 (01-11)

Laurel M. Lee

Laurel M. Lee

Secretary of State

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Ni Florida, Inc.
Name of corporation - must include suffix

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence," or "Certificate of Good Standing" and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Joseph Park
Name of Person
SouthWest Water Company
Firm/Company
1325 N. Grand Ave., Suite 100
Address
Covina, CA 91724
City/State and Zip code
Legal@swwc.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Joseph Park at (626) 543-2649
Name of Person Area Code Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:

Please make check payable to: **FLORIDA DEPARTMENT OF STATE**

- \$70.00 Filing Fee
- \$78.75 Filing Fee & Certificate of Status
- \$78.75 Filing Fee & Certified Copy
- \$87.50 Filing Fee, Certificate of Status & Certified Copy

2011-01-11 11:00

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. Ni Florida, Inc.
(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp." "Inc." "Co." or "Corp.")
- (If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)
2. DE 3. 90-0348898
(State or country under the law of which it is incorporated) (FEI number, if applicable)
4. 11/16/2007 5. _____
(Date of incorporation) (Date of duration, if other than perpetual)
6. 3/12/2021
(Date first transacted business in Florida, if prior to registration)
(SEE SECTIONS 607.1501 & 607.1502, F.S. to determine penalty liability)
7. 1710 Woodcreek Farms Road, Elgin, SC 29045
(Principal office street address)
- _____
(Current mailing address, if different)

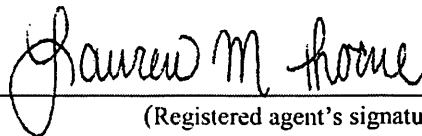
8. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: COGENCY GLOBAL INC.

Office Address: 115 North Calhoun Street, Suite 4
Tallahassee, Florida 32301
(City) (Zip code)

9. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



Assistant Secretary

(Registered agent's signature)

10. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

11. For initial indexing purposes, list names, titles and addresses of the primary officers and/or directors [up to six (6) total]:

A. DIRECTORS

Chairman Name: Craig Sorensen

Vice Chairman Address: _____

Director 1710 Woodcreek Farms Road

President Elgin, SC 29045

Vice President _____

Secretary Treasurer

Other _____ Other _____

Chairman Name: Robert MacLean

Vice Chairman Address: _____

Director 12535 Reed Road

President Sugar Land, TX 77478

Vice President _____

Secretary Treasurer

Other _____ Other _____

Chairman Name: Kirk Michael

Vice Chairman Address: _____

Director 12535 Reed Road

President Sugar Land, Texas 77478

Vice President _____

Secretary Treasurer

Other _____ Other _____

Chairman Name: Joseph Park

Vice Chairman Address: _____

Director 1325 N. Grand Ave., Suite 100

President Covina, CA 91724

Vice President _____

Secretary Treasurer

Other _____ Other _____

Chairman Name: _____

Vice Chairman Address: _____

Director _____

President _____

Vice President _____

Secretary Treasurer

Other _____ Other _____

Chairman Name: _____

Vice Chairman Address: _____

Director _____

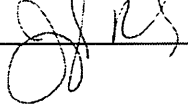
President _____

Vice President _____

Secretary Treasurer

Other _____ Other _____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

12.  _____
 Signature of Director or Officer

The officer or director signing this document (and who is listed in number 11 above) affirms that the facts stated herein are true and that he or she is 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.

13. Joseph Park, Secretary _____
 (Typed or printed name and capacity of person signing application)

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NI FLORIDA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF MARCH, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "NI FLORIDA, INC." WAS INCORPORATED ON THE SIXTEENTH DAY OF NOVEMBER, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

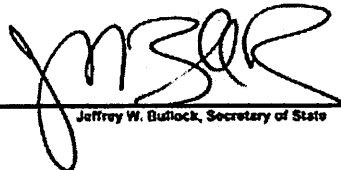
20210310 11:00



4459521 8300

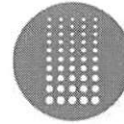
SR# 20210855635

You may verify this certificate online at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State

Authentication: 202694368

Date: 03-10-21



Ni FLORIDA, INC.
1710 Woodcreek Farms Rd.
Elgin, SC 29045

March 15, 2021

Division of Corporations
Florida Department of State
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Subject: Authorization and Consent to use the "Ni Florida" name

To Whom It May Concern:

On March 3, 2021, Ni Florida, LLC, a Delaware limited liability company, converted to a corporation pursuant to Section 265 of the Delaware General Corporation Law. In connection with the conversion, the entity changed its name to reflect the change in corporate form – from "Ni Florida, **LLC**" to "Ni Florida, **Inc.**". A true and correct copy of the Delaware Certificate of Conversion is attached.

Given the change in corporate form and name, on March 12, 2021, Ni Florida, LLC e-filed its Certificate of Withdrawal of Authority to Transact Business with the Florida Division of Corporations (Document Number M07000007038; tracking number 500361892695). The converted entity – Ni Florida, Inc. – is, or will be, filing its Application by Foreign Corporation for Authorization to Transact Business in Florida.

This letter will confirm that Ni Florida, LLC (now known as Ni Florida, Inc.) hereby authorizes and consents Ni Florida, Inc. to use the "Ni Florida" name in the state of Florida. Should you have any questions or require any additional information, please contact the undersigned at your convenience.

Very truly yours,

Joseph Park
Secretary & General Counsel
Ni FLORIDA, INC. f/k/a Ni Florida, LLC
Email: jpark@swwc.com
Tel: (626) 543-2649

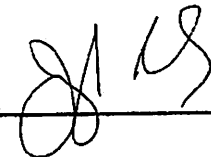
2021 MAR 15 11:23

FILED

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A LIMITED LIABILITY COMPANY TO A
CORPORATION PURSUANT TO SECTION 265 OF
THE DELAWARE GENERAL CORPORATION LAW

- 1.) The jurisdiction where the Limited Liability Company first formed is Delaware.
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.
- 3.) The date the Limited Liability Company first formed is 11/16/2007.
- 4.) The name of the Limited Liability Company immediately prior to filing this Certificate is Ni Florida, LLC.
- 5.) The name of the Corporation as set forth in the Certificate of Incorporation is Ni Florida, Inc.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Limited Liability Company have executed this Certificate on the 2nd day of March, A.D. 2021.

By:  _____

Name: Joseph Park
Print or Type

Title: Secretary
Print or Type

NOTICE OF NAME CHANGE

Notice is hereby given on _____, 2021, pursuant to Section 367.1214, Florida Statutes, that Ni Florida, LLC has changed its name to Ni Florida, Inc.

Ni Florida provides water service in Lee County under authority of the Florida Public Service Commission Certificate No. 388-W.

Ni Florida provides wastewater service in Pasco County under authority of Florida Public Service Commission Certificate No. 104-S. Its business address is:

Ni Florida, Inc.
10130 Scenic Drive
Port Richey, Florida 34668

Please be advised that this name change will not result in any changes in service or rates for the company's Florida customers. If you have questions, contact the PSC's Office of Consumer Assistance & Outreach at (800) 342-3552.

WATER TARIFF

NI FLORIDA, INC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

NI FLORIDA, INC.
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

WS-15-0140

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

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

WS-15-0140

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

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

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, INC.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 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, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

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

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

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

(Continued on Sheet No. 9.0)

(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"	\$ 14.61
3/4"	\$ 21.91
1"	\$ 36.52
1 1/2"	\$ 73.03
2"	\$ 116.85
3"	\$ 233.70
4"	\$ 365.16
6"	\$ 730.31
8"	\$ 1,168.50
Charge per 1,000 gallons	\$ 6.96

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 - January 03, 2021

TYPE OF FILING - Four Year Rate Reduction

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)	\$1,299.96
Charge per 1,000 gallons	\$ 6.96

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 - January 03, 2021

TYPE OF FILING - Four Year Rate Reduction

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"	\$ 14.61
3/4"	\$ 21.91
1"	\$ 36.52
1 1/2"	\$ 73.03
2"	\$ 116.85
3"	\$ 233.70
4"	\$ 365.16
6"	\$ 730.31
8"	\$ 1,168.50
Charge per 1,000 gallons	
0 – 3,000 gallons	\$ 6.89
Over 3,000 gallons	\$ 7.64

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 – January 03, 2021

TYPE OF FILING – Four Year Rate Reduction

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

WS-16-0108

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

METER TEST DEPOSIT

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

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$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

WS-2018-0002

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

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

WS-15-0140

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

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

WS-2018-0101

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

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, Inc.

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, Inc. 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



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

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	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
----------------------	----------------

WASTEWATER TARIFF

NI FLORIDA, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WS-15-0140

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER TARIFF

NI FLORIDA, INC.
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

WS-15-0140

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

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

WASTEWATER TARIFF

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</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule</u> <u>Available</u>	<u>Sheet No.</u>
------------------------------	-----------------------------------	--	------------------

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, INC.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service 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>
Access to Premises.....	9.0	12.0
Adjustment of Bills.....	10.0	20.0
Application.....	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation.....	8.0	10.0
Continuity of Service.....	8.0	8.0
Customer Billing.....	9.0	15.0
Delinquent Bills.....	9.0	17.0
Evidence of Consumption.....	10.0	22.0
Extensions.....	7.0	6.0
Filing of Contracts.....	10.0	21.0
General Information.....	7.0	1.0
Inspection of Customer's Installation.....	8.0	11.0
Limitation of Use.....	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently.....	9.0	16.0
Protection of Company's Property.....	9.0	13.0
Refusal or Discontinuance of Service.....	7.0	5.0
Right-of-way or Easements.....	9.0	14.0
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"	\$ 25.82
3/4"	\$ 38.73
1"	\$ 64.55
1 1/2"	\$ 129.10
2"	\$ 206.56
3"	\$ 413.11
4"	\$ 645.49
6"	\$ 1,290.98
8"	\$ 2,065.57
10"	\$ 2,969.25
Charge per 1,000 gallons	\$ 8.53

- 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 - January 03, 2021

TYPE OF FILING - Four Year Rate Reduction

WS-2018-0002

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)	\$9,811.44
Charge per 1,000 gallons	\$ 8.53

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 - January 03, 2021

TYPE OF FILING - Four Year Rate Reduction

WS-2018-0002

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)	\$5,189.74
Charge per 1,000 gallons	\$ 8.53

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 - January 03, 2021

TYPE OF FILING - Four Year Rate Reduction

WS-2018-0002

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	\$ 25.82
Charge per 1,000 gallons 6,000 gallon cap	\$ 7.19

- 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 - January 03, 2021
- TYPE OF FILING - Four Year Rate Reduction

WS-2018-0002

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

WS-16-0108

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

MISCELLANEOUS SERVICE CHARGES

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

WS-2018-0002

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

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

WS-2019-0069

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

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

WS-2018-0101

RALPH H. WALKER
ISSUING OFFICER

PRESIDENT
TITLE

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

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		3.67

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
----------------------	----------------