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November 10, 1998

VIA HAND DELIVERY

ROBERT M. C. ROSE  
OF COUNSEL

Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

981288-1111

RECEIVED-FPSC  
98 NOV 10 AM 9:02  
RECORDS AND REPORTING

Re: Town and Country Utilities Company  
Application for Original Water Certificate  
Our File No. 33040.01

Dear Ms. Bayo:

Attached are the original and fifteen (15) copies of the following revised items in order to correct the minor typographical error for the name of the Utility on some of these documents. The correct name of the Utility is as listed on these documents and these should replace those as originally filed with the Commission on October 8, 1998:

1. Application for Original Water Certificate
2. Water Tariffs - Exhibit E
3. Lease Agreement - Exhibit C
4. Revised Cover Page - Exhibit A
5. Revised Cover Page - Exhibit B

ACK \_\_\_\_\_  
 AFA \_\_\_\_\_  
 APP \_\_\_\_\_  
 CAF \_\_\_\_\_  
 CMU \_\_\_\_\_  
 CTR \_\_\_\_\_  
 EAG \_\_\_\_\_  
 LEG   1    
 LIN \_\_\_\_\_  
 OPC \_\_\_\_\_  
 RCH \_\_\_\_\_  
 SEC   1    
 WAS \_\_\_\_\_  
 OTH \_\_\_\_\_

With the submission of these revised items, the Commission can now move forward with the processing of this Application, as the protest period expired at the close business yesterday. To date, we are aware of only two protests filed in this case, those by Lee and

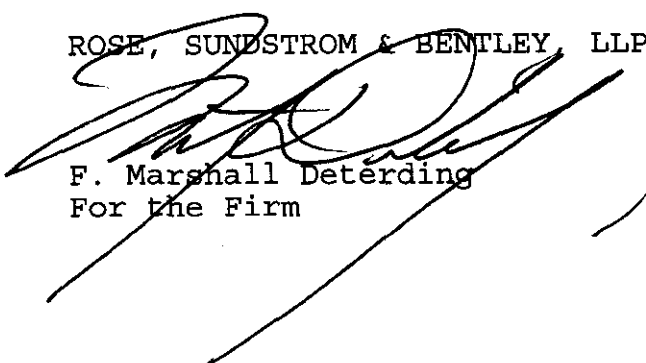
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NOV 10 98  
FPSC-RECORDS/REPORTING

Blanca S. Bayo, Director  
November 9, 1998  
Page 2

Charlotte Counties. If you are aware of any additional protests, please let me know and provide copies which we will have picked up to avoid in delay in mailing.

Sincerely,

ROSE, SUNDBSTROM & BENTLEY, LLP



F. Marshall Deterding  
For the Firm

FMD/tmg

Enclosures

cc: Bobbie Reyes, Esquire  
Mr. N.D. Walker  
Alice Crosby, Esquire  
Richard Redemann, P.E.  
Mr. Richard S. Cuda  
Mr. Carl Stillatano  
Earl Drayton Farr, Jr., Esq.  
Lonnie Howard, P.E.  
James F. Garner, III, Esq.  
Robert C. Nixon, CPA  
William E. Sundstrom

babcock\2bayo.ltr

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Town and Country )  
Utilities Company to operate a water )  
utility in Charlotte and Lee Counties, )  
Florida )

DOCKET NO. 981288-1111

APPLICATION FOR ORIGINAL WATER CERTIFICATE

Applicant, Town and Country Utilities Company (hereinafter "the Utility", "the Applicant" or "Town and Country"), by and through its undersigned attorneys, and pursuant to Sections 367.031 and 367.045, Florida Statutes, and Rule 25-30.033, Florida Administrative Code, files this Application for a certificate to operate a water utility in Charlotte and Lee Counties and in support thereof states:

I.

The Applicant's name and address is:

Town and Country Utilities Company  
8000 State Road 31  
Punta Gorda, Florida 33982

II.

The name and address of the person to contact concerning this Application is:

F. Marshall Deterding  
Rose, Sundstrom & Bentley, LLP  
2548 Blaiirstone Pines Drive  
Tallahassee, Florida 32301  
Phone: (850) 877-6555  
Fax: (850) 656-4029

III.

Town and Country Utilities Company is a Corporation incorporated in Florida on May 7, 1998.

DOCUMENT NUMBER-DATE

12605 NOV 10 98

FPSC-RECORDS/REPORTING

#### IV.

The name and address of all corporate officers and directors are as follows:

Richard S. Cuda  
President, Secretary, Treasurer, Director  
3 Squirrel Hill Lane  
West Hartford, CT 06107

Earl Drayton Farr, Jr., Esquire  
Director  
P.O. Drawer 511447  
Punta Gorda, FL 33951

Carl Stillatano  
Treasurer, Director  
P.O. Box 8348  
Pittsburgh, PA 15218

#### V.

The Applicant has not made an election under Internal Revenue Code Section 1362 to be an S Corporation.

#### VI.

The Applicant has the financial and technical ability to provide water service to the area applied for herein. Prior to the formation of the Utility, the related party landowner owned the existing facilities which will now be utilized by the Utility in providing service to the territory applied for herein. The Utility will continue to employ operations, maintenance and technical advisory personnel necessary to ensure continued efficient provision of water service to the various customers of the Utility, and to meet the future needs and expanding needs anticipated for water services within the proposed territory.

VII.

The Applicant is a subsidiary of Babcock Florida Company and all of the stock of Town and Country Utilities Company is owned by Babcock Florida Company whose address is:

Babcock Florida Company  
8100 State Road 31  
Punta Gorda, Florida 33982

VIII.

The Applicant has the technical ability to provide the water service to the proposed territory as applied for herein. The Applicant can provide such service and expansion of that service as and when needed in the most efficient and effective manner. All of the water facilities currently owned and operated by a related party will begin being operated by the Utility before or immediately upon approval and certification of Town and Country Utilities Company by the Florida Public Service Commission (hereinafter "the Commission" or "the PSC"). Ownership or other rights to beneficial use of any facilities, lands, or land rights needed by the Utility in order to provide water service throughout the territory in a most efficient manner possible, will be provided by the related party landowner as and when needed in order to ensure the needs for water services are met in accordance with the Utility's obligations under Florida Statutes, Rules of the Commission, the Utility's tariff, and good Utility and water management practices.

Babcock Florida Company currently operates all existing Utility facilities in question and has the appropriate certificates and licenses to operate those existing supplied facilities. The

Parent Company who currently owns the facilities has in the past employed operation maintenance and technical advisory personnel necessary to ensure the efficient provision of potable and non-potable quality water service to the various customers presently served. The Utility has entered into an agreement with its land owner parent so that the Utility will obtain the long term right to use the necessary properties for Utility purposes. A copy of this Lease Agreement is attached hereto as **Exhibit "C"**. The Utility will continue to employ those same personnel and hire additional qualified persons as needed in order to continue to provide the same high quality of service as additional need for such services arise.

#### **IX.**

There is currently a need for both potable and non-potable water service within the proposed service territory applied for herein. That service consists of existing residential, commercial and agricultural services. The needs for these various services are throughout the service territory as depicted in the maps included in **Exhibit "A"**. The Utility has not inquired from other Utilities within the area who might be able to provide service to this territory. Because of the existing facilities which are being utilized by the parent company presently and will be utilized by the Utility company immediately upon, if not before, certification by the Commission, any attempts to obtain service from any outside source would dramatically increase the cost of providing such service and could quite possibly result in a decrease of the

quality of service provided. In addition, the cost of running existing water mains to the existing systems within the territory, or to the existing locations where the need for service presently exists, from any other Utility with the ability to provide the quantity needed within the service territory would be extraordinarily high and extremely inefficient given the availability of facilities and water sources already in place within the service territory for that purpose.

**X.**

Through funding and the financial support of its parent company, the Utility will have ample financial backing to ensure the safe, efficient and sufficient provision of non-potable water service to the territory applied for herein and the expansion as needed of water sources and facilities in the proposed service area to meet all future needs. Attached hereto as **Exhibit "D"**, is a recent balance sheet for the Utility's parent company showing that that company has ample capital resources to support the initial funding of the financial needs of the Utility and all future needs as they become known. Also attached as part of **Exhibit "D"** is an affidavit from an officer of the parent company insuring its financial commitment to the Utility company for all future capital requirements.

**XI.**

The Babcock Florida Company, the parent company of Town and Country Utilities Company, has for over 50 years owned the property and overseen the water resources within the property which is to be

the service territory of Town and Country Utilities Company. The parent company has vast experience in water management through its agricultural oversight and has been a leader in water conservation measures and innovative resource management techniques for agricultural use of non-potable water. Town and Country Utilities Company will immediately provide both potable and non-potable water service to the existing locations and continue to plan toward the provision of the potable and non-potable water service to all such needs within its proposed service territory. Certification of the Utility by the Commission will allow the Applicant to utilize the lowest quality water that is fit for the purpose intended in accordance with the state water policy.

#### XII.

There is an existing need for both potable and non-potable water throughout the proposed service territory applied for herein. The service consists not only of a need for service to existing users, but also for planned residential and commercial customers needing such potable and non-potable water in the very near future. The need for both potable and non-potable water services exist throughout the service territory applied herein as is evident from a review of the maps contained in Figure 3-1, 4-1, 5-2 and A-1 of **Exhibit "A"**. In order to ensure the orderly planning and growth of development within the proposed service territory and ensure the most efficient use of precious water resources, the Commission should grant the requested certificate immediately to enable Town



and Country Utilities Company to meet those needs in the public interest.

**XIII.**

There are no other Utilities within the area who are currently able to provide the potable and non-potable services proposed by Applicant, Town and Country Utilities Company, or who could potentially provide such service. The Applicant has reviewed local plants and facilities and found no other existing entity in a position to provide such service. Town and Country Utilities Company is in a unique position to coordinate the orderly growth of such services as and when needed and has a greater variety and quantity of available and contiguous sources of supply than any other alternative provider could possibly have based upon this close-working relationship with the related party landowner.

**XIV.**

The provision of water service in the proposed service territory, including use of existing and proposed facilities as outlined in this Application, will be consistent with the water sections of the local Comprehensive Plans for both Charlotte and Lee County as approved by the Department of Community Affairs.

**XV.**

The parent company of the Applicant is currently providing water services to its own properties at no cost. The Applicant plans to begin providing service to all customers within its service territory after obtaining control of all water facilities owned by the parent company within the very near future and will

begin providing that service for compensation immediately after certification and rate approval by the Commission. Until such time as the Commission grants certification and approval of appropriate rates and charges, the Applicant may provide that service at no cost pending final approval by the PSC.

**XVI.**

Attached hereto as Table 2-2 and 2-3 of **Exhibit "A"** is a statement and table concerning the number of equivalent residential connections proposed to be served by Town and Country Utilities Company by meter size and customer class.

**XVII.**

Attached hereto as Section 2.2 of **Exhibit "A"** is a description of the type of customers that Town and Country Utilities Company anticipates providing service to.

**XVIII.**

Attached hereto as **Exhibit "C"** is a copy of a 99 year lease which provides for continuance use of the land and treatment facilities currently owned by the Utility's parent company and from whom the Utility company will release those facilities and property.

**XIV.**

Attached hereto as **Exhibit "E"** are the original and two copies of the sample tariff containing all rates, classifications, charges, rules and regulations consistent with Rule 25-9, Florida Administrative Code, which the Applicant herein intends to utilize in providing water service.

**XX.**

Under Section 1.4 of **Exhibit "A"** is a description of the territory proposed for inclusion in the Utility's certificated service area using township range and section references.

**XXI.**

Attached hereto as Figure 1-3 and Plate 1 of **Exhibit "A"** are copies of maps showing the township range and section references with the proposed service territory plotted thereon. Because the proposed territory described herein encompasses many square miles, it is not reasonably possible to utilize a map of a scale of 1" = 200 ft., or 1" = 400 ft. as proposed under Subsection (n) of Rule 25-30.033, Florida Administrative Code. A map of that scale under these circumstances would not be feasible or readily usable to the Commission in evaluating this Application. Figure 1-3 and Plate 1 both included with **Exhibit "A"**, are maps that utilize much smaller scales (i.e. 1" = 2 miles on Figure 1-3 and 1" = 3000' on Plate 1). The Applicant therefore requests a waiver of the specific provisions of Rule 25-30.033(n). To the extent that these maps are inconsistent with the Commission's interpretation of that Rule Subsection.

**XXII.**

Attached hereto as Section 4.2, 5.2 and 6.2 of **Exhibit "A"**, is a statement regarding the separate capacities of the proposed lines and treatment facilities in terms of ERCs and gallons per day to service the known and anticipated development in the various classes of service. The description of the existing potable water

facilities outlining the location, type of treatment, and a drawing of the typical water treatment facility is contained within Section 3 of **Exhibit "A"** hereof. A description of the proposed additional centralized potable water facilities including the description of the size and nature of such facilities and the type of treatment to be employed is included within Section 4 of **Exhibit "A"**. A similar explanation of existing and proposed non-potable water facilities are included in Sections 5 and 6 of **Exhibit "A"** respectively. Since the Utility is requesting only a water certificate, there will be no wastewater treatment or effluent disposal and as a result, the requirements of Rule 25-30.033(1)(q), Florida Administrative Code are inapplicable.

#### **XXIII.**

The Utility is just beginning operation and has not yet received its first dollar of revenue and will not receive such revenue until such time as the Florida Public Service Commission approves the appropriate rates and charges for the Utility. Therefore, no detailed balance sheet or statement of financial condition or operating statement of the Applicant are available. However, included as part of **Exhibit "B"** are information concerning all of the assets of the Utility to be utilized in the provision of the various types of water service and operation of maintenance expenses anticipated to be incurred in such operation. Those lists of assets and O & M expenses are prepared in accordance with the provisions of Rule 25-30.115, Florida Administrative Code. As

such, Applicant believes that these exhibits comply with the requirements of Rule 25-30.032(1)(r) and (s).

**XXIV.**

Babcock Florida Company, the parent company of the Utility, is the entity which has provided and will continue to provide funding to the Utility as and when needed to ensure that all needs for capital improvements are met in a timely manner and to ensure the continued provision of safe and efficient potable and non-potable water service in the future within the proposed service territory. Attached hereto as **Exhibit "D"** are comparative balance sheets for Babcock Florida Company and subsidiaries for the years ended December 31, 1996 and 1997. Also attached as part of **Exhibit "D"** is an affidavit of Earl Drayton Farr, Jr., Secretary of Babcock Florida Company, assuring the Commission that Babcock Florida Company will fund the capital needs and any operating deficits of the Utility on an as and when needed basis.

**XXV.**

Attached as **Exhibit "B"** is a cost study including customer projections supporting the proposed rates and charges and service availability charges.

**XXVI.**

Attached hereto as **Exhibit "B"** are the projected costs of the proposed systems by NARUC account numbers and related capacity of each system and ERCs in gallons per day.

**XXVII.**

Attached hereto as Schedule No. 7, 15 and 22 of **Exhibit "B"** are the projected operating expenses of the proposed systems by NARUC account numbers when 80% of design capacity of the system is being utilized.

**XXVIII.**

The schedules showing the projected capital structure, including the methods of financing the construction operation of the Utility until the Utility reaches 80% of design capacity of the system is attached hereto as Schedule 23 of **Exhibit "B"**. To the extent the financing of a construction of operations or operations is beyond the resources of the Utility, Babcock Florida Company, the parent company to the Applicant herein, will provide all additional funding as and when needed in order to finance such construction operation of the Utility until it reaches that 80% of design capacity level.

**XXIX.**

Attached hereto as **Exhibit "F"** is an affidavit showing that the Utility has provided notice in accordance with the requirements of Rule 25-30.030, Florida Administrative Code, to all those entitled to such notice. A publication notice in compliance with Rule 25-30.030(7), Florida Administrative Code was due to be published on October 8, 1998. Proof of publication will be provided to the Commission as **Exhibit "G"** immediately after it is received from the newspaper utilized for this purpose. The Utility has provided a copy of the appropriate notice by regular mail or

personal service to each of the customers of the system to be certified. An affidavit of such compliance is attached hereto as **Exhibit "H"**.

**XXX.**

In accordance with the requirements of Section 367.045(1)(d), Florida Statutes and Rule 25-30.033 and 25-30.020, Florida Administrative Code, enclosed is a check for the filing fee in the amount of \$3,000, which is intended to satisfy the requirements of those rules and statutory sections for a system intended to serve more than 4,000 ERCs.

**XXXI.**

The Applicant herein requests that the Florida Public Service Commission grant the waiver of Rule 25-30.033(1)(n) as requested in Paragraph XXI hereof, to the extent the Commission deems such waiver necessary, and issue a certificate to Town and Country Utilities Company to provide water service to the territory requested in Charlotte and Lee Counties. In addition, Applicant requests that the Commission in its order granting such a certificate, authorize a collection of the rates proposed herein and implementation of the tariffs as included herein.

Respectfully submitted this  
8th day of October, 1998, by:

ROSE, SUNDSTROM & BENTLEY, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(850) 877-6555

  
F. MARSHALL DETERDING

babcock\2certificate.app

EXHIBIT A

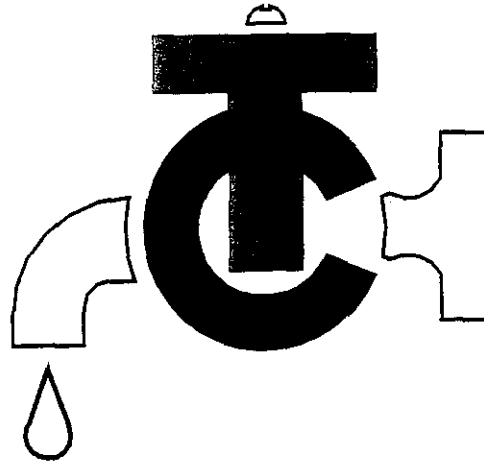
**APPLICATION FOR AN INITIAL  
CERTIFICATION OF AUTHORIZATION**

Before The

**FLORIDA PUBLIC SERVICE COMMISSION**



For



TOWN AND COUNTRY UTILITIES COMPANY

Prepared by

JOHNSON ENGINEERING, INC.



**Special Report**  
**Original Certificate Application**  
**August 31, 1998**

TOWN AND COUNTRY UTILITIES COMPANY

TOWN AND COUNTRY UTILITIES COMPANY

Lease

EXHIBIT C

on or before the first of each year. At least ninety (90) days but not earlier than one hundred twenty (120) days prior to the end of the third year of this Lease, and within the same period prior to the end of each succeeding 3-year period, Service Company and Owner shall renegotiate the annual rental to be paid over the next 3-year period. The purpose of renegotiating the annual rental is to reflect the increase in the fair rental value of the property and Well Site Production Facilities over the last 3-year period. If Service Company and Owner are unable to agree on the amount of increase in the annual rental to be paid over the subject 3-year period, then at least forty-five (45) days but not earlier than ninety (90) days prior to the commencement of the subject 3-year period, Service Company and Owner shall agree upon a qualified appraiser who will calculate the increase in the annual rental to be paid over the subject 3-year period. If the parties are unable to agree upon an appraiser to be used, then Service Company and Owner shall select a qualified appraiser of its choice and make the calculations, and the average of the two appraisers shall be binding on the parties. Calculations by the appraiser or appraisers shall in either case be made and delivered to Service Company and Owner at least fifteen (15) days prior to the commencement of the subject 3-year period. Neither the calculations of the appraiser or appraisers nor anything contained herein shall operate to reduce the annual rental below the amount of the annual rental in effect at the time the negotiations or calculations are conducted as set forth herein.

In addition to renegotiating the annual rental every 3 years as set forth above, any time that, in Owner's reasonable opinion, the impact of any local, regional, state, or federal rule, ordinance, law, or policy directly or indirectly affects Owner's use of the Property or its other lands not subject to this Lease by further restricting or requiring changes in land or water uses near Well Sites, or as a result of withdrawals or activities related to withdrawals, Service Company and Owner shall renegotiate the annual rental. The purpose of this renegotiation shall be to reflect the diminution in value of the affected Property or other lands of Owner. At anytime that Owner reasonably deems such diminution in value to have occurred, Owner shall notify Service Company in writing and, within forty-five (45) days thereof, Owner and Service Company shall renegotiate the annual rental to compensate Owner for the diminution in value. If Owner and Service Company are unable to agree on a renegotiated annual rental, then Service Company and Owner shall agree upon a qualified appraiser who will calculate such compensation. If the parties are unable to agree upon a qualified appraiser to be used, the Owner and Service Company shall each select a qualified appraiser of its choice to make the necessary calculations, and the average of the two appraisers shall be binding on the parties.

#### 4. DESCRIPTION OF LEASED PREMISES.

The premises subject to the Lease shall initially consist of the 322 non-potable and 31 potable Well Sites as outlined on Exhibit "B". Each Well Site shall be approximately 2,500 square feet or other size as needed, in a square configuration, with the Well Site Production Facilities approximately in the center of the sites. In addition, the proposed

maintenance building site shall consist of approximately 2-3 acres. All portions of said Well Sites heretofore and currently used for residential or commercial facilities or purposes shall be excluded from said 2,500 square foot sites and shall not be included in the premises subject to this Lease. In the event any governmental entity or authority shall now or hereafter require a larger Well Site than 2,500 square feet, all additional or relocated Well Sites acquired pursuant to Sections 5 and 8, respectively, shall conform to the requirements of said governmental entity or authority. Owner and Service Company anticipate that this Lease may be amended in the future to include the service, operation, and lease of additional wells, surface water, or other sites, and/or Well Production Facilities pursuant to this Lease and will negotiate the terms under which those wells, surface water, or other sites, and any Well Production Facilities will be included in the Lease and the Agreement at that time.

**5. ADDITIONAL WELL SITES & SURFACE WATER WITHDRAWAL SITES.**

In the event that Service Company shall need additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites or Water Storage Sites for the purpose of supplying Owner or third parties with water, Owner agrees to negotiate with Service Company for the lease of parcels of the Property for use as additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites or Water Storage Sites. Upon such time as Service Company and Owner shall agree upon the location and other pertinent matters related to such additional Well Sites, and/or Well Production Facilities, Surface Water Withdrawal Sites, or Water Storage Sites the same shall become subject to this Lease and Service Company and Owner shall each respectively have rights and privileges set forth herein upon execution by Service Company and Owner of an appropriate Addendum to Lease so providing. Owner shall not be obligated to negotiate water rights to the detriment of its agriculture or other operatives.

**6. WARRANTY OF TITLE.**

Owner represents that it has good and marketable title to the Well Sites, subject only to real estate taxes not yet due and payable, matters of public record, and such other matters that do not materially interfere with Service Company's intended uses. Service Company may at any time undertake to examine title to any of the Well Sites. In the event that such examination of title shall result in the determination that there are title defects that are contrary to the status of title as above stated, Service Company may so notify Owner, specifying in writing such defects. Owner shall use diligent effort to remove or cure such defects in title within said time. In the event that Owner shall be unable to remove or cure such title defects within the specified time, Service Company shall have the option of either waiving said title defects or canceling this Lease as to the Well Site to which title defects are applicable and receiving a prorata refund of any rentals paid in advance. In the event that uncured title defects shall adversely affect the Well Sites to the extent or degree that it materially interferes with Service Company's ability to perform its obligations under the terms of this Lease, Service Company shall

be entitled to cancel this Lease and receive a prorata refund of any advance rentals paid on any of the Well Sites.

7. USE OF WELL SITES.

The Well Sites shall be used for the sole purpose of withdrawing water and supplying it to Owner or third parties in accordance with the provisions of the Agreement or third party agreements.

8. UNPRODUCTIVE WELL SITES.

If any Well Site becomes unproductive, upon written notice of the same to Owner, the unproductive Well Site shall no longer be subject to the terms of this Lease, and the annual rental shall be reduced prorata accordingly. In such event, the well shall be plugged at Service Company's expense in accordance with applicable Water Management District requirements and other applicable statutes, ordinances, or regulations. If Owner and Service Company cannot agree upon the amount of the reductions of the annual rental, the amount of the reductions shall be determined by a qualified appraiser selected by agreement of the parties. If the parties cannot agree on an appraiser, Owner and Service Company, at their own expense, shall each select an appraiser of its choice to calculate the reductions, and the average of the two calculations shall be binding upon the parties.

If Owner shall reasonably determine that for Owner's beneficial use of the Property and Well Site (whether an existing Well Site or on a Well Site hereafter leased) must be relocated, Owner will provide a substitute Well Site located as closely as reasonably possible to the one removed, and Owner shall bear the expense of such relocation, including cost of plugging. The annual rental rate shall be renegotiated based upon the costs of such relocation efforts.

Upon the abandonment of any Well Site, or the removal from any Well Site, Service Company shall clean up the Well Site and leave the same in neat and presentable condition.

9. PERMITS.

Prior to constructing or operating any Well Site Production Facility or servicing any customer, Service Company shall obtain, at its sole expense, unless specifically provided otherwise in the Agreement, all necessary permits, certificates, and approvals necessary to construct and operate Well Site Production Facilities, withdraw water from Well Sites, transmit water to the Property and collect Tariffs for water supplied to customer and any other person or entity, as may be required by any governmental entity, including, without limitation, the applicable water management districts, Public Service Commission, county governments, U.S. Army Corp of Engineers, and the Department

of Environmental Protection. The owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any such permit application.

#### 10. INSTALLATION OF WELL SITE PRODUCTION FACILITIES.

If any Well Site, whether initially subject to this Lease or hereafter leased, does not have complete and operable Well Site Production Facilities in place at the time of execution of this Lease or at the time such Well Site becomes subject to this Lease, then Service Company, at Service Company's expense, shall install the Well Site Production Facilities or replace the missing or defective parts necessary to eliminate the deficiency as soon as reasonably possible after the date of this Lease or after the date of acquisition in the case of a Well Site hereafter acquired.

#### 11. MAINTENANCE AND REPAIR.

As of the effective date of this Lease (in case of existing Well Sites and Well Site Production Facilities), and after the initial installation as set forth in Section 10 above (in the case of those facilities covered by Section 10), Service Company shall be responsible for the continuous operation and maintenance of the Well Sites and Well Site Production Facilities during the term of this Lease, unless otherwise agreed in writing by Service Company and Owner. Service Company's responsibilities shall include replacement of any component parts of the Well Site Production Facilities when such becomes necessary due to destruction, wear and tear or otherwise. Service Company shall also keep the Well Sites in a neat, clean and presentable condition. Owner agrees to assign any and all warranties and/or maintenance bonds and the right to enforce the same to Service Company and to provide Service Company with any existing operation/maintenance and parts manuals with respect to the Well Site Production Facilities. Customer's pipes, apparatus and equipment on customer's side of the Point of Delivery shall be selected, installed, used and maintained in accordance with good practices in the industry and in full compliance with all applicable laws and governmental regulations. Service Company shall, at all reasonable times and hours, have the right to inspect Customer's internal lines and facilities. Customer shall bear the responsibility for the maintenance and replacement of any pipes or related transmission equipment on Customer's side of the Point of Delivery.

#### 12. ELECTRICAL POWER.

Service Company represents that electrical power for the proposed operations on all Well Sites requiring electricity is available from the appropriate power companies having authority to serve the Well Sites. Owner shall reasonably cooperate with Service Company in assisting Service Company to obtain electrical power from the closest power source of the appropriate power company to each Well Site, including additional Well Sites hereafter acquired, so as to service the operations of Service Company at each Well Site. Owner shall have the right to approve the location of poles, transistors, electrical

lines, or other necessary installations, and Owner shall not unreasonably withhold such approval. Owner shall have the right to require underground installation of utilities. Service Company shall bear all expenses incurred in connection with the installation and continued service by the appropriate power company. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, or negotiation of documents or for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Well Site, including but not limited to the placement of poles, transistors, electrical lines and other necessary installations.

### 13. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive ingress and egress to the Well Sites during the period of time this Lease remains in force and subject to the limitations of this Section. Service Company's nonexclusive right of ingress and egress may be exercised only during the times and solely for the purposes set forth in this Lease. If county or state roads provide reasonable means of ingress and egress to the Well Sites, Service Company shall use such county or state roads. In the event that ingress and egress is available only upon roads other than county or state roads, Service Company shall so notify Owner, and Owner shall specify existing roads or ways for ingress and egress to be used by Service Company. Owner shall make reasonable efforts to specify roads or ways located so as to permit Service Company to exercise and enjoy the privileges created by this Lease without undue interference, but Owner shall have no affirmative obligations to improve, maintain, or repair any such road for use by Service Company. In specifying roads for ingress and egress, Owner shall from time to time instruct Service Company as to specific gates to be used and procedures for locking and unlocking gates. Service Company agrees to comply with such instructions of Owner. Service Company shall be solely responsible for security on all gates used by Service Company for ingress and egress. Any roads or accessways used by Service Company shall be used by Service Company at its own risk and shall be maintained by Service Company so as to permit continued safe vehicular passage and shall be left in a condition at least as good as originally found by Service Company at the commencement of this Lease. Owner agrees that, in the event Owner leases additional Well Sites to Service Company, Owner shall grant to Service Company such additional easements as may be necessary to provide ingress and egress to such additional Well Sites.

### 14. LOCKS, GATES, FENCES.

Service Company shall place no new locks on Owner's gates without the prior consent of Owner. If Owner permits Service Company to place locks on its gates, the locks shall be clearly identified to Owner and placed so that they will not prohibit access by others who have locks on the gates. Service Company shall give keys only to authorized employees.

Service Company agrees that it shall immediately close and securely fasten gates or gaps in fences that are opened by Service Company or observed open, whether or not such were opened by someone else. No new gaps or gates shall be made in any fence without the prior consent of Owner.

Service Company shall in no way tamper with, alter, or modify any of Owner's existing fences or cattle or wildlife control equipment or devices without the prior consent of Owner. In the event any fences require repair due to the negligence or other activities of Service Company, Owner shall make such repairs and Service Company shall indemnify Owner for the costs of such repair.

#### 15. PROHIBITED ACTIVITIES.

Service Company shall not take or remove, kill, or otherwise molest any livestock or wildlife on any of Owner's lands. Service Company covenants that Service Company will save Owner harmless from all damage caused by Service Company or its agents or employees to such livestock or wildlife and to promptly notify and reimburse Owner for any such damage. No hunting or fishing shall be permitted on any of Owner's lands by Service Company, its agents, or employees. Service Company shall at no time have dogs or guns or firearms on any of Owner's lands. Service Company will at no time cause any fires to be set on any of Owner's lands, except for the purposes of disposing of debris and only with the prior written consent of Owner. If Owner grants consent, Service Company shall be solely responsible for obtaining the necessary and required permits and for all expenses related thereto. If any employees, agents, or subcontractors of Service Company shall violate the provisions of this 15, Owner shall be entitled to require that such person or persons be prohibited from subsequently coming onto Owner's lands. Should Service Company fail to exercise reasonable measures to prevent such person or persons from subsequently coming onto Owner's lands, such act shall be deemed a default hereunder.

#### 16. INSPECTION BY OWNER.

Owner or Owner's agent may at any time enter upon any Well Site to view the condition thereof and to observe Service Company's operations thereon.

#### 17. REAL ESTATE, PERSONAL PROPERTY AND INTANGIBLE TAXES.

Service Company shall pay all real estate, personal property, and intangible taxes, and all increases in real estate taxes on the Well Sites and Well Production Facilities accruing during the time that this Lease remains in force, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Well Sites (which in order to do, Service Company shall first obtain the written consent of Owner, except for those installations expressly permitted



by Owner under this Lease or in the Agreement), whether actual payment of such taxes is made during the term of this Lease or thereafter. If this Lease begins other than on the first day of the tax year, or if this Lease ends other than on the last day of the tax year, then the parties shall make appropriate adjustments or prorations. Additionally, Owner and Service Company acknowledge and agree that the taxes imposed upon the Property and/or Well Production Facilities and other taxes shall be computed and based on the most recently available valuations, millages, assessments, and other information (including information included in a "cut-out" customarily prepared by the county) provided by the county in which the Property is located.

18. OTHER TAXES.

Service Company shall pay all sales taxes, if any, license taxes, and any and all other taxes, except income taxes of Owner, with respect to Service Company's operations hereunder.

19. INSURANCE.

Service Company shall obtain insurance for both liability and property and Well Production Facilities at all times during the term of this Lease, and in amounts sufficient to cover all reasonable damage or claims to the property or by third persons and shall specifically name the Owner as co-insured with Service Company. Service Company shall obtain such insurance at its sole cost and expense and shall be fully responsible for all payments and renewals related to such policies.

20. HOLD HARMLESS, ATTORNEY'S FEES.

A. Indemnity to Owner.

Service Company shall indemnify and defend Owner and hold Owner harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Owner, arising out of Service Company's negligence in the use or occupancy or operation of any Well Site, Well Site Production Facility, or any Service Company's activities on or about any Well Site. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of Service Company's violation of any law, ordinance, or governmental regulation applicable to Service Company's use or occupancy of any Well Site or Service Company's activities on or about any Well Site, or other of Owner's lands.

B. Indemnity to Service Company.

Owner shall indemnify and defend Service Company and hold Service Company harmless from and against every claim or demand with respect to bodily

injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Service Company, arising out of Owner's negligence in discharging its duties under the lease of any Well Site, Well Site Production Facility, or Owner's activities on or about any Well Site. Owner's duty to indemnify shall also include indemnification from and against any fine, penalty, liability, or cost arising out of Owner's violation of any law, ordinance, or governmental regulation applicable to Owner's use or occupancy of any Well Site or Owner's activities on or about any Well Site.

C. "Costs and Attorney's Fees.

In the event Service Company or Owner brings an action to enforce this Lease by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals.

21. DEFAULT.

The occurrence of one or more of the following is an event of default by Service Company: the failure of Service Company to perform any obligation for the payment of money within 15 days after the time within which the payment is to be made as provided in the section of this Lease creating the obligation; the failure of Service Company to perform and comply with any obligation imposed upon Service Company by this Lease, other than the payment of money, and the failure continues beyond a reasonable period of time for curing such failure to perform, after written notice thereof from Owner to Service Company, except that any breach by Service Company of the obligations set forth in Section 15 shall be deemed a default hereunder without any notice, grace, or curative period; proceedings under the Bankruptcy Act for bankruptcy are filed by or against Service Company, and if filed against Service Company, have not been dismissed within thirty (30) days after the filing; assignment of Service Company's property for the benefit of creditors is made; a receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Service Company's property, and within thirty (30) days after appointment the officer is not discharged and possession of the property is not restored to Service Company; Service Company's interest in the Well Sites and Well Site Production Facilities, or under this Lease or the Agreement is the subject of taking or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; Service Company abandons the Property; or Service Company defaults under this Agreement.

If Owner shall default in any of its obligations hereunder, Service Company shall give written notice thereof to Owner, and Owner shall have a reasonable period of time after receipt of such notice in which to cure such default. Any default of Owner under the Agreement shall be deemed a default hereunder.

Owner and Service Company shall have the right to terminate this Lease for any default of the other; provided that where curative periods are applicable, Owner and Service Company may only terminate if the default remains uncured through the expiration of such curative periods.

22. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company's rights hereunder. Any assignment, pledge or encumbrance of Service Company's stock shall be deemed a prohibited assignment hereunder and a default under the terms of this Lease.

23. RECORDING.

Neither Owner nor Service Company shall record this Lease without prior written consent of the other, which consent shall not be unreasonably withheld.

24. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given by manual delivery, telegraph, or mail addressed as provided below. For the purpose of this Lease, the addresses of the parties are:

Owner:

Blake Equipment  
61 West Dudley Town Road  
Bloomfield, CT 06002

Service Company:

Town and Country Utilities Company  
8000 State Road 31  
Punta Gorda, FL 33982

Notice given by telegraph shall be deemed received when filed for transmission with an authorized dispatching office of the telegraph company in the United States, charges prepaid. Notice given by certified mail shall be deemed received when deposited in the United States mails, postage prepaid. Notice given otherwise shall be deemed received when received at the address to which sent or when actually received by the party to whom addressed. Either party may change its address by giving written notice to the other, but the change shall not become effective until the notice is actually received by the other party. Payments due Owner hereunder shall be made to Owner at Owner's address set forth above (or at a changed address as provided above). If the last day for

giving any notice or performing any act hereunder falls on a Saturday, Sunday, or a day on which the United States post offices are not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

25. **BINDING EFFECT OF LEASE.**

This Lease shall be binding upon and shall inure to the benefit of Owner, Service Company, and their respective assigns and successors by merger, consolidation, conveyance, or otherwise, subject to the limiting terms of this Lease.

26. **DOCUMENTATION.**

Service Company and Owner agree that each shall execute such other documentation as may reasonably be required from time to time to effectuate the intent of this Lease.

27. **INTERPRETATION.**

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Lease.

28. **EFFECTIVE DATE.**

This Lease shall become effective and binding upon Owner and Service Company at the time of execution by both parties.

29. **STRICT COMPLIANCE.**

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times.

30. **CONFLICT WITH THE AGREEMENT.**

In the event of any conflict between the terms of this Lease and terms of the Agreement, the terms of the Agreement shall control.

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

Signed, Sealed and Delivered  
in the Presence of:

Barbara A. Murray  
Susan Bergmann

Babcock Florida Company

By: Richard S. Conda, Pres.  
"Owner"

Town & Country Utility Company

Barbara A. Murray  
Susan Bergmann

By: Richard S. Conda, Pres.  
"Service Company"

All of Sections 1 through 36, Township 41 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31 and C.R. 74.

AND

All of Sections 1 through 36, Township 42 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31.

AND

All of Sections 1 through 19, Township 41 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 11, the west 1/2 of Section 12, and all of Sections 13 through 36, Township 42 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 7, the west 1/2 of Section 9, and all of Section 12, Township 43 South, Range 26 East, Lee County, Florida. Less the road right-of-way for S.R. 31 and C.R. 78.

AND

All of Sections 4 through 8, Township 43 South, Range 27 East, Lee County, Florida.

AND

Section 9, Township 43 South, Range 27 East, Lee County, Florida. Less the South 1/2 of the Southeast 1/4 of 9-43-27.

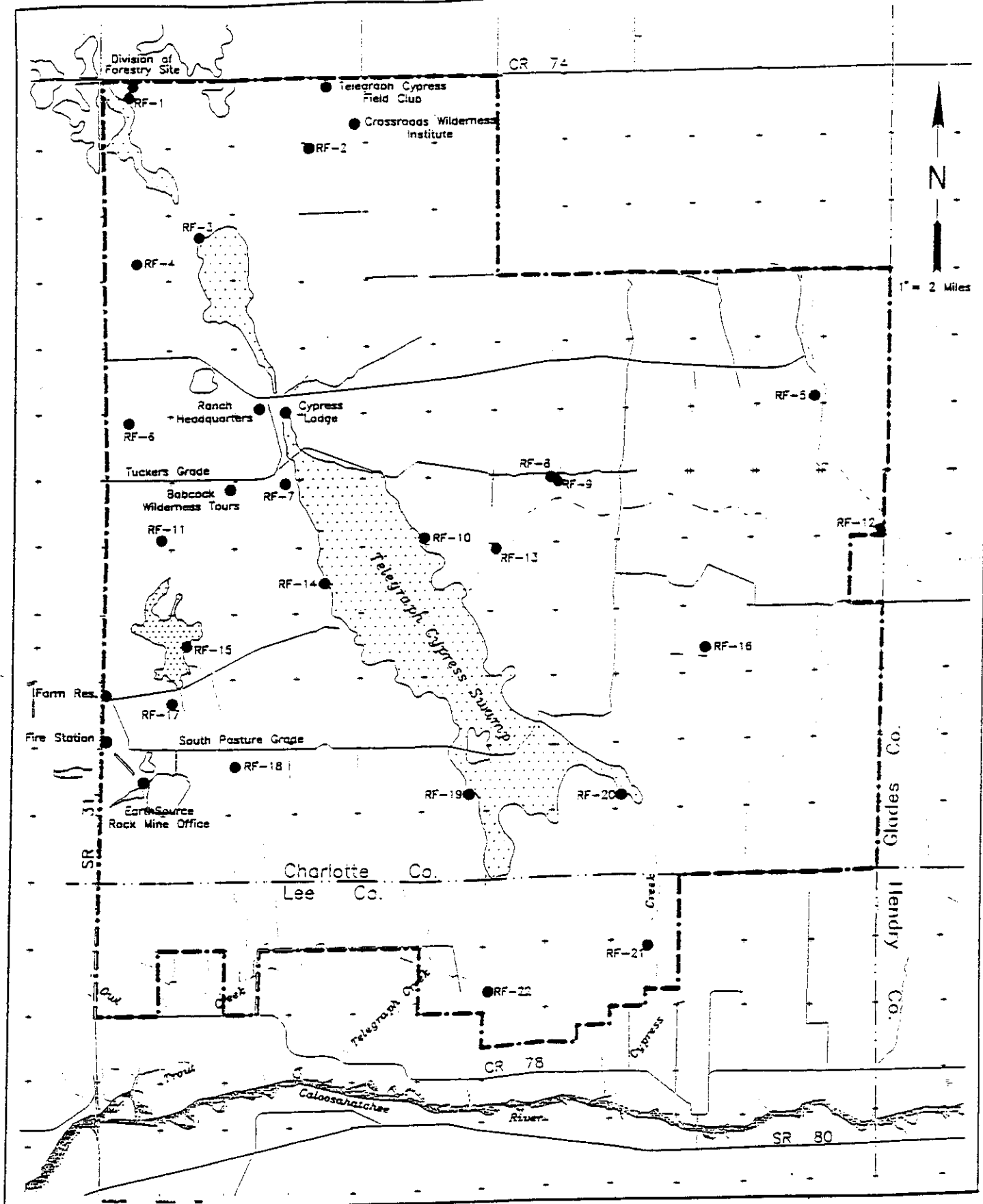
AND

The Northwest 1/4 and the North 1/2 of the Northeast 1/4 of Section 17, Township 43 South, Range 27 East, Lee County, Florida.

AND

The North 1/2 of Section 18, Township 43 South, Range 27 East, Lee County, Florida.



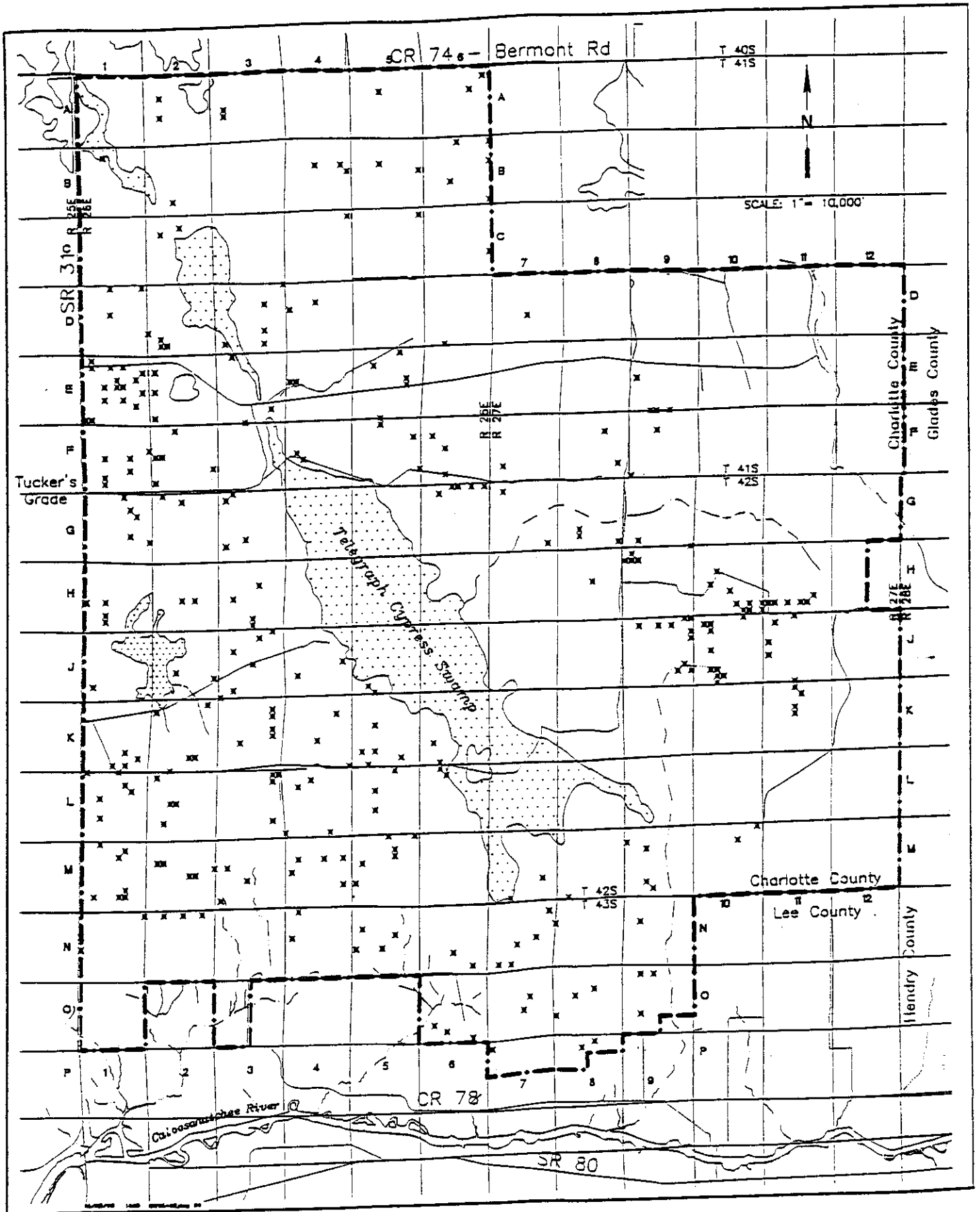


● Potable Water Facility

TOWN AND COUNTRY  
UTILITIES COMPANY



FIGURE 3-1  
INITIAL POTABLE  
WATER FACILITIES



TOWN AND COUNTRY  
UTILITIES COMPANY

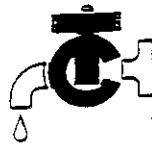


FIGURE 5-2  
NON-POTABLE FARM WELLS



TOWN AND COUNTRY UTILITIES COMPANY

Proposed Tariff Sheets

**EXHIBIT E**

WATER TARIFF

Town and Country Utilities Company  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION



ORIGINAL SHEET NO. 1.0

WATER TARIFF

Town and Country Utilities Company  
NAME OF COMPANY

8000 State Road 31

Punta Gorda, Florida 33982

(941) 639-3958

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

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Rates and Charges Schedules .....	11.0
Rules and Regulations .....	6.0 - 6.1
Service Availability Policy .....	24.0
Standard Forms .....	20.0
Technical Terms and Abbreviations .....	5.0
Territory Authority .....	3.0

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

Town and Country Utilities Company

ORIGINAL SHEET NO. 3.0

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Charlotte and Lee

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

Original Certificate

(Continued to Sheet No. 3.1)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

Town and Country Utilities Company

ORIGINAL SHEET NO. 3.1

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All of Sections 1 through 36, Township 41 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31 and C.R. 74.

AND

All of Sections 1 through 36, Township 42 South, Range 26 East, Charlotte County, Florida. Less road right-of-way for S.R. 31.

AND

All of Sections 1 through 19, Township 41 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 11, the west 1/2 of Section 12, and all of Sections 13 through 36, Township 42 South, Range 27 East, Charlotte County, Florida.

AND

All of Sections 1 through 7, the west 1/2 of Section 9, and all of Section 12, Township 43 South, Range 26 East, Lee County, Florida. Less the road right-of-way for S.R. 31 and C.R. 78.

(Continued to Sheet No. 3.2)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED (Continued)

AND

All of Sections 4 through 8, Township 43 South, Range 27 East, Lee County, Florida.

AND

Section 9, Township 43 South, Range 27 East, Lee County, Florida. Less the South 1/2 of the Southeast 1/4 of 9-43-27.

AND

The Northwest 1/4 and the North 1/2 of the Northeast 1/4 of Section 17, Township 43 South, Range 27 East, Lee County, Florida.

AND

The North 1/2 of Section 18, Township 43 South, Range 27 East, Lee County, Florida.

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

Town and Country Utilities Company

ORIGINAL SHEET NO. 4.0

WATER TARIFF

COMMUNITIES SERVED LISTING

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

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE



Town and Country Utilities Company  
WATER TARIFF

ORIGINAL SHEET NO. 5.0

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

(Continued to Sheet No. 5.1)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.  
The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

(Continued on Sheet No. 9.0)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.  
Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

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

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

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

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

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

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

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

(Continued on Sheet No. 10.0)

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

Town and Country Utilities Company  
WATER TARIFF  
(Continued from Sheet No. 9.0)

ORIGINAL SHEET NO. 10.0

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

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits . . . . .	16.0
General Service, GS . . . . .	12.0
Meter Test Deposit . . . . .	17.0
Miscellaneous Service Charges . . . . .	18.0
Residential Service, RS . . . . .	13.0
Non-Potable Service NS . . . . .	14.0
Raw Water Service RWS . . . . .	15.0
Service Availability Fees and Charges . . . . .	19.0

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE



WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 14.74
1"	36.85
1 1/2"	73.70
2"	117.92
3"	235.84
4"	368.50
6"	737.00
8"	1,179.20

GALLONAGE CHARGE \$3.09 (Per 1,000 Gallons)

MINIMUM 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 -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8 x 3/4"	\$ 14.74
1"	36.85
1 1/2"	73.70
2"	117.92
3"	235.84
4"	368.50
6"	737.00
8"	1,179.20

GALLONAGE CHARGE \$3.09 (Per 1,000 Gallons)

MINIMUM 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 -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

NON-POTABLE SERVICE

RATE SCHEDULE NS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For raw water service rendered for all agricultural purposes within the Utility's certificated service territory.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE - Flat Monthly Rate (1)

<u>Meter Size</u>	<u>Base Facility Charge</u>
1"	5.20
2"	16.64
3"	33.28
4"	52.00
5"	87.36
6"	104.00
7"	145.60
8"	166.40
9"	216.32
10"	239.20
12"	447.20

- (1) The agricultural water facilities consist of 322 unmetered wells of various sizes, which are spread throughout the Crescent B Ranch. Users supply their own pumps and other equipment needed to extract and distribute raw water for various agricultural purposes.

As a result, flat monthly rates are proposed based on the size of the well used.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

Town and Country Utilities Company

ORIGINAL SHEET NO. 15.0

WATER TARIFF

RAW WATER SERVICE

RATE SCHEDULE RWS

AVAILABILITY - Available for all requests for bulk raw water purchased for treatment and resale.

APPLICABILITY - Available for all requests for bulk raw water purchased for treatment and resale.

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

BILLING PERIOD - Monthly

RATE -

Gallage Charge per 1,000 Gallons Used: \$ 0.30

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of N/A each year.

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

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

METER TEST DEPOSITS

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

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" 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.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

Refer to Service  
Availability Policy  
Sheet No./Rule No.

<u>Description</u>	<u>Amount</u>
<u>Plant Capacity Charge</u>	
Residential-per ERC ( __ GPD) .....	\$
All others-per gallon .....	\$
Bulk raw water .....	
per ERC (350 GPD) .....	\$ 115.00
Charge per gallon of capacity .....	\$ .33

Inspection Fee ..... Actual Cost

Plan Review Charge ..... Actual Cost

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

EFFECTIVE DATE -  
TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE



WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WATER SERVICE .....	21.0
COPY OF CUSTOMER'S BILL .....	23.0

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

APPLICATION FOR WATER SERVICE  
TOWN AND COUNTRY UTILITIES COMPANY

CUSTOMER NAME \_\_\_\_\_ TELE. \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
SERVICE ADDRESS \_\_\_\_\_  
DEVELOPMENT \_\_\_\_\_ LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ BLDG. \_\_\_\_\_ APT. \_\_\_\_\_

TYPE OF SERVICE:

GS: COMMERCIAL \_\_\_\_\_ INDUSTRIAL \_\_\_\_\_ INSTITUTIONAL \_\_\_\_\_  
RS: SINGLE FAMILY \_\_\_\_\_ MULTI-FAMILY \_\_\_\_\_  
AS: FLOW WELL \_\_\_\_\_ PUMPED WELL \_\_\_\_\_ WIND MILL \_\_\_\_\_  
LIVESTOCK \_\_\_\_\_ SURFACE WATER SUPPLY \_\_\_\_\_ CITRUS \_\_\_\_\_  
RWS: CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ PRIVATE \_\_\_\_\_ OTHER \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF CUSTOMER OR AUTHORIZED AGENT \_\_\_\_\_ DATE \_\_\_\_\_

Notations: 1. A check valve will be installed by TUCU with the water meter. Notify your plumber that this device will not normally allow water from your installation to backflow to the water main and that an appropriate relief device must be installed by your plumber on your water heater in conformance with the appropriate plumbing codes. 2. No connection with any other separate water system (for example, an irrigation system that may also be supplied by your well) or to any container or system containing any liquid or solution will be permitted. A closed valve between such systems does not provide adequate protection and does not meet state requirements. 3. An inspection of your installation and the connection to the meter will be made by TUCU. Please call 947-4744 to schedule the inspection after the connection has been made by your plumber to the meter. 4. The Utility Company may facilitate service for violation of any of its rules and regulations or for violation of any State or County laws, ordinances or regulations governing water service.

FOR UTILITY USE ONLY

SERVICE LINE: EXISTING \_\_\_\_\_ NEEDED \_\_\_\_\_ INSTALL. FEE \_\_\_\_\_  
ROAD CROSSING REQUIRED? \_\_\_\_\_ WIDTH \_\_\_\_\_ ROAD CROSS FEE \_\_\_\_\_  
WATER METER: EXISTING \_\_\_\_\_ NEEDED \_\_\_\_\_  
METER SITE REQUESTED \_\_\_\_\_ INSTALL FEE: \_\_\_\_\_  
NO. RESIDENTIAL UNITS THIS METER OR  
G.P.D. FLOW DEMAND FOR OTHER \_\_\_\_\_  
CAPACITY FEES: PREPAID? \_\_\_\_\_ CAPACITY FEE: \_\_\_\_\_  
AMOUNT PREPAID \_\_\_\_\_ ADDITIONAL  
CAPACITY FEE: \_\_\_\_\_  
NEW ACCOUNT FEE: \_\_\_\_\_  
OTHER FEES? \_\_\_\_\_ OTHER FEES: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_  
DATE RECEIVED \_\_\_\_\_ CHECK NO. \_\_\_\_\_ TOTAL FEES: \_\_\_\_\_

EFFECTIVE DATE -  
TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

Sample Application Form

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

\_\_\_\_\_ City State Zip

Service Address \_\_\_\_\_

\_\_\_\_\_ City State Zip

Date service should begin \_\_\_\_\_

Service requested: Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

Town and Country Utilities Company

ORIGINAL SHEET NO. 23.0

WATER TARIFF

COPY OF CUSTOMER'S BILL

Town and Country Utilities Company  
8000 State Road 31  
Punta Gorda, Florida 33982

SERVICE FROM		TO									
ACCT											
CURRENT	PREVIOUS	CONSUMPTION	AMOUNT								
						RETURN THIS BILL WITH YOUR REMITTANCE CO					
						ACCT NO.			TOTAL DUE		
						BILLING DATE			DATE DUE		
BILLING DATE		PREVIOUS BALANCE									
DUE DATE		TOTAL DUE									

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges . . . . .	Go to Sheet No. 19.0
Service Availability Policy . . . . .	25.0
Table of Daily Flows . . . . .	26.0

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

SERVICE AVAILABILITY POLICY

The Utility will provide service to any customer within its certificated service territory requesting same upon application or execution of a developer agreement and payment of the required plant capacity charges (where applicable) as listed on Sheet No. 19.0 in compliance with such other requirements as may be appropriate under the provisions of the Utility's tariff in the rules or statutes of the Florida Public Service Commission.

The developer will be required as a prerequisite to service to construct and donate to the Utility all onsite and offsite facilities including onsite and offsite water line services and fire hydrants. Such installation shall comply with the requirements imposed by the Utility.

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments . . . . .	250 gpd [1]
Bars and Cocktail Lounges . . . . .	5 gpcd [2]
Boarding Schools (Students and Staff) . . . . .	75 gpcd
Bowling Alleys (toilet wastes only, per lane). . . . .	100 gpd
Country Clubs, per member . . . . .	25 gpcd
Day Schools (Students and Staff) . . . . .	10 gpcd
Drive-in Theaters (per car space) . . . . .	5 gpd
Factories, with showers . . . . .	30 gpcd
Factories, no showers . . . . .	10 gpd/100 sq.ft
Hospitals, with laundry . . . . .	250 gpd/bed
Hospitals, no laundry . . . . .	200 gpd/bed
Hotels and Motels . . . . .	200 gpd/room & unit
Laundromat . . . . .	225 gpd/washing machine
Mobile Home Parks . . . . .	300 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat) . . . . .	3 gpd
Nursing Homes . . . . .	150 gpd/100 sq.ft
Office Buildings . . . . .	10 gpd/100 sq.ft
Public Institutions (other than listed herein) . . . . .	75 gpcd
Restaurants (per seat) . . . . .	50 gpcd
Single Family Residential . . . . .	350 gpd
Townhouse Residence . . . . .	250 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat) . . . . .	3 gpd
Stores, without kitchen wastes . . . . .	5 gpd/100 sq.ft
Speculative Buildings . . . . .	10 gpd/100 sq.ft
Warehouses . . . . .	30 gpd plus 10 gpd 1000 sq.ft

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Policy Dispute . . . . .	7.0	2.0
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
Termination of Service . . . . .	9.0	17.0
Type and Maintenance . . . . .	7.0	7.0
Unauthorized Connections - Water . . . . .	10.0	19.0

RICHARD S. CUDA  
ISSUING OFFICER

PRESIDENT  
TITLE