

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority)
to Transfer the Facilities of)
VILLAGE WATER, LTD. and)
Certificate Nos. 585-W and 503-S)
in Polk County, Florida to)
AQUASOURCE UTILITY, INC.)
_____)

Docket No. 981697-WS

APPLICATION OF AQUASOURCE UTILITY, INC.
FOR AUTHORITY TO TRANSFER FACILITIES AND
CERTIFICATE NOS. 585-W AND 503-S

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RECORDS AND REPORTING

AQUASOURCE UTILITY, INC. (hereinafter referred to as "AquaSource" or "Buyer") by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code and Section 367.071, Fla. Stat., files this Application for authority to Transfer Certificates Nos. 585-W and 503-S currently held by Village Water, Ltd. ("Seller") to Buyer. In support of this Application, Seller states:

1. The complete name and address of the Seller, is:

Village Water, Ltd.
Post Office Box 2211
Lakeland, FL 33806

2. The complete name and address of the Buyer is:

AquaSource Utility, Inc.
16810 Barker Springs, Suite B-215
Houston, TX 77084

3. The name and address of the person authorized to receive notices and communications in respect to this application is:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blainstone Pines Drive
Tallahassee, Florida 32301

Check received with filing and forwarded to Fiscal for deposit. Please to file and a copy of check to FPSC as proof of deposit.

by _____ person who forwarded check:
A.J.

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

4. Buyer is a Texas corporation authorized to do business in Florida on August 25, 1998.

5. The names and addresses of Buyer's corporate officers and directors are as follows:

Roy H. Moore, President
Edward R. Wallace, Vice-President/Director
Michael J. Miller, Vice President
Carmela Laurella, Vice President
Cary Thomas, Secretary
Linda C. Law, Secretary
Carol Marine, Assistant Secretary
Ann Reitmeyer, Assistant Secretary
16810 Barker Springs, Suite B 215
Houston, Texas 77084

6. Buyer currently owns no water or wastewater utilities in Florida although it has several transfer applications pending before the Commission. The names of other water or wastewater utilities owned by Buyer are as follows:

AquaSource Utility, Inc.
AquaSource Services and Technologies, Inc.
AquaSource Whisenant, Inc.
AquaSource/AU, Inc.
AquaSource/CB, Inc.
AquaSource/DWC, Inc.
AquaSource/GWS, Inc.
AquaSource/HCUC, Inc.
AquaSource/HCUW, Inc.
AquaSource/IWS, Inc.
AquaSource/MMS, Inc.
AquaSource/S&B, Inc.
Britmore Utility, Inc.
Buffalo Creek Utility, Inc.
Creekside Utilities, Inc.
Lakeside Utilities, Inc.
Sandy Creek Utilities, Inc.
Peek Road Utilities, Inc.
Redwood Utilities, Inc.
Rivercrest Water Systems, Inc.
Suburban Austin Water Systems, Inc.
The Reynolds Group, Inc.
Hendricks County Wastewater, LLC
Country View Sewage Plant Inc.
Chimney Wood Sewage Works, Inc.

Wastewater One, LLC
Water One, Inc.
Wildwood Shores Utilities Corp.
Wymberley Sanitary Works, Inc.
Woodcreek Utilities, Inc.

7. A copy of the Asset Purchase Agreement, which includes the purchase price, terms of payment, and a list of the assets purchased and liabilities assumed and not assumed and disposition of customer deposits and interest thereon is attached hereto as Exhibit "A".

8. There are no guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases that must be disposed of in association with the transfer of the Utility.

9. Buyer will purchase Seller's water and wastewater system in a cash transaction financed by its parent, DQE, Inc.

10. The transfer of the water and wastewater facilities of Seller to Buyer is in the public interest for the following reasons:

(i) Although AquaSource is a relatively new corporation in Florida, its experienced staff has been providing operation, maintenance and management services for municipal and private water utilities for more than 25 years. It is constantly expanding its technical capabilities and are implementing improved quality control, maintenance management, and training and safety programs. These improvements provide direct tangible benefits to utilities owned and operated by AquaSource and municipal utilities served by

AquaSource. It currently operates water and wastewater systems serving approximately 125,000 customers.

(ii) The Buyer will continue to employ the operations and clerical personnel currently employed by the Seller after the purchase. While the Buyer has not previously owned or operated any other water or wastewater utilities in Florida, the continued employment of the personnel who operate the utility on a day to day basis will ensure that water and wastewater services will continue with the same high quality of service that has existed under the previous ownership. No changes in the operation of this system will be readily apparent.

(iii) Buyer has the financial resources to provide real and significant benefits to the utility customers as the utility's capital or operational needs demand. See attached Exhibit "B". Therefore, the Buyer has the technical capability and the financial ability to efficiently and effectively provide high quality water and sewer service to the utility service area and the customers therein. Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters. For all the above stated reasons, it is in the public interest to grant approval of the transfer to Buyer.

11. Attached hereto as Composite Exhibit "C" is a copy of Buyer's financial statement.

12. The Utility has a net book value, as of the date of transfer, of approximately \$1,353,761 (approximately \$384,301 for water and \$969,460 for wastewater). An evaluation by Robert F.

Green, P.E., is attached hereto as Exhibit "D". The Commission has not previously considered the rate base of the utility systems which were granted grandfather certificates on December 23, 1996 by Order No. PSC-96-1568-FOF-WS.

13. There is no proposal for inclusion of an acquisition adjustment resulting from the current transfer. To the extent rate base is to be established, the Buyer seeks determination of a rate base equal to the net book value of the utility assets.

14. The books and records of the Seller are available for inspection by the Commission and are adequate for the purposes of establishing net book value of the water and wastewater systems.

15. Seller will cooperate with Buyer in providing to the Florida Public Service Commission any information necessary in order for the Commission to evaluate the Utility's rate base.

16. After reasonable investigation, the Buyer has determined that the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by Florida Department of Environmental Protection ("DEP"). The water and wastewater systems are not the subject of any outstanding Notice of Violation or Consent Order issued by the DEP.

17. As part of the transfer of the utility assets, ownership of all Utility land will be transferred to the Buyer pursuant to the Asset Purchase Agreement. A copy of the deed transferring this property to Buyer is attached to the Asset Purchase Agreement. An executed and recorded copy of the Deed will be filed subsequent to Closing.

18. All outstanding regulatory assessment fees due as of March 31, 1998 for the year ended December 31, 1997 have been paid by Seller. Seller will be responsible for payment of all regulatory assessment fees through Closing and Seller will make payment for those fees within two months of the date of Closing. Buyer will be responsible for payment of all regulatory assessments fees due for revenues due from the date of Closing forward. No other fines or refunds are owed.

19. The original and two copies of revised Tariffs reflecting the change in ownership are attached hereto as Composite Exhibit "E".

20. Water Certificate Number 585-W and Wastewater Certificate Number 503-S are attached hereto for proper amendment.

21. An Affidavit that the actual notice of the application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Exhibit "F".

22. An Affidavit that the actual notice of the application was given to the each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "G".

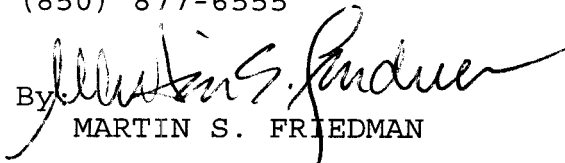
23. An Affidavit that the notice of the application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "H".

24. Pursuant to Rule 25-30.020(c), Florida Administrative Code, the appropriate filing fee is \$1,500 (\$750 for the water system and \$750 for the wastewater system).

Respectfully submitted on this
23rd day of November, 1998, by:

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

By

A handwritten signature in cursive script, appearing to read "Martin S. Friedman", written over the printed name.

MARTIN S. FRIEDMAN

aqua\villaage\transfer.app

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") dated the _____ day of November, 1998 (the "Effective Date"), between AquaSource Utility, Inc. (the "Buyer") located at 16810 Barker Springs, Suite B-214, Houston, Texas 77084 and Village Water, Ltd., a Florida limited partnership (the "Seller") located at 2905 Jacque Lee Lane, Lakeland, Florida 33802, sets forth the terms and conditions by which Buyer shall acquire all the assets of the Seller used in Seller's operation of a water and/or wastewater utility system (the "Assets"). The Buyer and the Seller are referred to collectively as the "Parties."

RECITALS

WHEREAS, Seller owns and operates a water and/or wastewater utility business known as Village Water, Ltd., located in Polk County, Florida (the "Business");

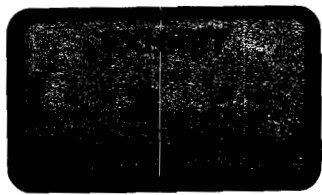
WHEREAS, Seller desires to sell and Buyer desires to purchase all the Assets utilized in the Business on and subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the covenants herein contained, the Parties agree as follows:

Section I - Definitions

1.1 **Definitions:** In this Agreement the following terms have the meaning specified or referred to in this Section I:

"Assets" shall mean all right, title, and interest in and to all the assets owned by the Seller that are utilized in Seller's Business operations including all: (a) fee property, real property, improvements, fixtures, easements, right-of-way, and other appurtenances thereto (the "Real Property"); (b) tangible personal property (such as machinery, equipment, inventories, and supplies); (c) accounts and notes receivable; (d) customer deposits; (e) licenses and permits associated with Seller's operations; (f) contracts and agreements and other similar arrangements and rights thereunder; (g) franchises, approvals, permits, licenses, orders, registrations, service area certificates, variances, and similar rights obtained from governments and governmental



agencies; and (h) copies of books, ledgers, files, documents, correspondence, lists, and plans as requested by Buyer. Assets excluded from this transaction are listed on Exhibit D attached to this agreement.

"*Buyer*" has the meaning set forth above.

"*Closing*" shall mean the consummation of the transactions contemplated by this Agreement.

"*Closing Date*" shall have the meaning set out in Section 7 below.

"*Effective Date*" has the meaning set forth above.

"*Environmental, Health, and Safety Laws*" means all laws of federal, state, and local governments (and all agencies thereof) concerning pollution or protection of the environment, public health and safety, including laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants or chemical, industrial, hazardous, or toxic materials or waste into ambient air, surface water, ground water, or lands or otherwise.

"*Escrow Agent*" shall be Holland & Knight, L.L.P. located at 92 Lake Wire Drive, Lakeland, Florida 33815.

"*FPSC*" shall mean the Florida Public Service Commission.

"*FPSC Approval*" shall mean compliance with the requirements contained in and derived from Section 367.071, Florida Statutes.

"*Knowledge*" an individual will be deemed to have "*Knowledge*" of a particular fact or other matter if such individual has actual awareness of such fact or matter, or an individual could be expected to discover or otherwise become aware of such fact or other matter in the course of managing the Company and running the Business.

"Liability" means any liability to the Knowledge of the Seller (whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including liability for taxes.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice

"Parties" has the meaning set forth above.

"Purchase Price" has the meaning set out in Section 3 below.

"Seller" shall have the meaning set forth above.

"Tax" means any federal, state, or local income, or gross receipts, license, payroll, employment, severance, unemployment, disability, real property, personal property, sales, use, transfer, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

Section II Purchase and Sale of Assets: Closing

2.1 Purchase and Sale of Assets: Subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Seller and the Seller agrees to sell, transfer, convey, and deliver to the Buyer, all of the Assets free and clear of all liens, security interests, options, rights of first refusal, mortgages, charges, indebtedness, deeds of trust, leases or security agreements to the Buyer on the Closing Date against receipt by Seller of the Purchase Price. Buyer shall not assume any debt of Seller.

2.2 Purchase Price: In consideration for the sale of the Assets, the Buyer agrees to pay Seller on the Closing Date, Five Hundred, Seventy-six Thousand and No/100 Dollars (\$576,000.00) (the "Purchase Price") subject to the following conditions. The Purchase Price shall be adjusted to account for any Taxes due or paid on a pro-rata basis from and after the

Closing Date. The Purchase Price shall be further adjusted ninety (90) days after the Closing to reflect any adjustments for (i) receivables of the Company as of the opening day of business on the Closing Date; (ii) prepayments made by the Company in the ordinary course of business relating to any period following the opening of business on the Closing Date; (iii) customer deposits owed by the Company; and (iv) any other assets or liabilities, whether known or unknown, that become known during that period. This adjustment may require a refund by the Seller of a portion of the Purchase Price paid at the Closing or an increase in the Purchase Price paid by the Buyer to the Seller.

2.3 The Closing: The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at Buyer's principal place of business located at 16810 Barker Springs, Suite B-215, Houston, Texas, on or before the fifth (5th) business day after the conditions set forth in this Agreement have been satisfied or waived or such other date as the Parties may mutually determine (the "Closing Date"). At the Closing, the Seller shall deliver to the Buyer a Bill of Sale and such other instruments of transfer, assignment, and conveyance in the form and substance as set forth in Exhibit A and B-², and reasonably satisfactory to Buyer sufficient to transfer to and effectively vest in Buyer all right, title, and interest in the Assets together with possession of the Assets free and clear of all encumbrances. The Buyer shall deliver the Purchase Price via wire transfer to Seller at the following location:

Name of Bank: SunTrust Bank, Mid Florida, N.A.
Account Number: 0015007152760
ABA Number: 63-526/631
Name on Account: Village Water, Ltd.

In addition, ten percent (10%) of the Purchase Price shall be retained at Closing and held in an account with the Escrow Agent, pursuant to the escrow agreement attached as Exhibit E. The escrowed funds will be held for a period of ninety (90) days after the Closing to satisfy any adjustments that may be required by the terms and conditions of this Agreement. At the end of said ninety (90) day period, all funds remaining in the account will be distributed to the Seller.

Section III - Representations and Warranties of the Seller

3.1 Except as set forth in the attached Disclosure Schedule (Exhibit C), the Seller represents and warrants that:

- (a) it has all the requisite power and authority to enter into this Agreement;
- (b) to the Knowledge of the Seller, there are no undisclosed Liabilities associated with the Assets and there are no violations of any Environmental, Health, and Safety Law;
- (c) it has good and marketable title to all Real Property listed on Exhibit B-2 purported to be owned in fee, and good and merchantable title to all of its other material properties and Assets;
- (d) to the Knowledge of the Seller, there are no actions, claims, suits, or proceedings to which Seller is a party pending or to the Knowledge of Seller, threatened, that may have any effect on the Assets;
- (e) to the Knowledge of the Seller, Seller is not and upon consummation of the transactions contemplated hereby, will not be in default under any contract relating to the Assets;
- (f) to the Knowledge of the Seller, all returns of Taxes, information and other reports required to be filed in any jurisdiction by Seller have been timely filed and all such returns are true and correct in all material respects; and
- (g) to the Knowledge of the Seller, the representations and warranties of Seller contained in this Agreement, and all other documents and information furnished to Buyer are complete and accurate and do not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made and to be made not misleading.

Section IV - Representations and Warranties of the Buyer

4.1 Buyer represents and warrants to Sellers as follows:

- (a) Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas.
- (b) this Agreement constitutes a legally binding and enforceable obligation of the Buyer enforceable against the buyer in accordance with its terms.
- (c) there are no proceedings or other actions commenced against the Buyer that may prevent or delay the closing of the transactions contemplated hereby.

Section V - Agreement Through Closing

5.1 During the period from the Effective Date of this Agreement and until the Closing:

- (a) the Seller shall provide Buyer with reasonable access to the Assets and will operate the Business in the Ordinary Course of Business;
- (b) the Seller will not, without consent of Buyer, permit the Company to acquire or dispose of any Assets, terminate or amend any contract or lease, or commit to do any of the foregoing or make any other commitments or take any actions that are outside the Ordinary Course of Business;
- (c) Buyer and Seller shall cooperate to the maximum extent possible to satisfy all regulatory requirements necessary for this transaction.

Section VI - Buyer's Conditions to Close:

6.1 The Buyer's obligation to consummate the transactions contemplated by this Agreement are subject to the following conditions:

- (a) the representations and warranties of Seller will be accurate as and as of the Closing Date as though such representations and warranties had been made as and as of such date;
- (b) all statutory requirements for the valid consummation of the transactions contemplated herein shall have been fulfilled and all governmental consents, approvals, or authorizations necessary for the valid consummation of the transactions contemplated herein shall have been obtained including, but not

- limited to, compliance with applicable provisions of Section 307.071, Florida Statutes, and regulations promulgated thereunder;
- (c) no action or suit shall have been commenced and no statute, rule, regulation, or order shall have been enacted or proposed, that reasonably may be expected to prohibit Buyer's ownership of the Assets or render the Buyer unable to purchase the Assets, make the sale of the Assets illegal or impose material limitations on the ability of the Buyer to exercise full rights of ownership of the Assets;
 - (d) the completion of a Phase I Report regarding the facilities of Seller and, if recommended, the completion of a Phase II Report, each at Buyer's sole expense, and each performed pursuant to ASTM Protocol, and the contents of each such report being to the reasonable satisfaction of Buyer;
 - (e) Buyer shall have completed to its satisfaction a due diligence review of the Assets and the associated Business of the Seller; and
 - (f) at closing, Seller shall cause the real property described in Exhibit B-2 to be conveyed to Buyer by general warranty deed. Conveyance of such property shall be covered by Seller's representations and warranties in Section III and indemnification in Section VII of this Agreement.

Section VII - Termination

7.1 Anything herein to the contrary notwithstanding, this Agreement shall terminate upon the occurrence of any of the following events: (i) by mutual consent of Buyer and Seller, or (ii) written notice from the Buyer to Seller or Seller to the Buyer if the Closing has not occurred on or before six (6) months from the date of this Agreement, or (iii) failure of the FPSC to approve the transactions contemplated by this agreement.

Section VIII - Indemnification

8.1 Survival; Right to Indemnification Not Affected By Knowledge: All representations, warranties, covenants, and obligations in this Agreement or any document delivered pursuant to this Agreement will survive the Closing for a period of one (1) year. The right to indemnification

will not be affected by any investigation or any Knowledge acquired at any time with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation.

8.2 Post Closing Indemnity: For a one (1) year period following the Closing Date, except with respect to Seller's indemnification for Taxes which has no time limitation, the Seller shall indemnify and hold harmless Buyer and its officer, directors, shareholders, employees, agents, and assigns from and against any claim arising out of, resulting from, or in any way related to:

- (a) a breach of, or the failure to perform or satisfy, any of the representations, warranties, and covenants made by Seller in this Agreement;
- (b) violations or claimed violations of any Environmental, Health, and Safety Law which relates in any way to the ownership, occupancy, use, operation, or conditions of any present or former properties of the Company on or before the Closing Date; and
- (c) any cleanup or remediation requirement or liability respecting a release or threatened release of any hazardous substances to the extent that those hazardous substances are present at any present or former properties of the Company on or before the Closing Date.

8.3 Seller shall reimburse Buyer for any actual loss or expenses that Buyer may incur as a result of Seller's indemnification.

8.4 Buyer shall indemnify, defend and hold Seller harmless from any loss, injury, liability, damage, claim, lien, cost or expense arising out of any act or omission of Buyer or Buyer's agents, employees and contractors, in connection with the inspection, testing and sampling of the Property. This indemnity shall survive the closing of this transaction. Buyer agrees not to reveal any information received as a result of Buyer's inspection of the Property to any third party without Seller's written consent.

Section IX - Covenants after Closing:

9.1 Seller and Buyer agree as follows:

- (a) **Non-Compete.** During the two (2) year period following the Closing, the Seller shall not directly or indirectly compete with the Buyer in Buyer's operation of the Assets or with the Buyer in the water and/or wastewater utility business in general in the State of Florida.
- (b) **Operations.** Seller agrees to provide reasonable assistance to the Buyer in the administration and operations of the Assets and associated Business for a period of ninety (90) days from the date of Closing.

Section X - Public Service Commission Approval

10.1 The parties acknowledge and agree that the FPSC has the power and jurisdiction to approve or disapprove the transactions contemplated by this Agreement. Notwithstanding anything to the contrary set forth herein, the parties agree that the review or approval by the FPSC of this Agreement or the transactions contemplated hereby is not a condition to any party's obligations to close or to consummate the transactions contemplated by this Agreement. Should the FPSC disapprove this transfer, then the parties shall be put back into their respective positions prior to the execution of this Agreement.

10.2 The Buyer (i) promptly and at its sole cost and expense shall apply for all necessary approvals and authorization required from the FPSC, and (ii) agrees to use its reasonable best efforts, at its sole cost and expense, to obtain such approvals and authorizations from the FPSC.

Section XI - General Provisions

11.1 **Expenses:** The Parties to this Agreement shall be responsible for his or its own expenses incurred in connection with this Agreement including any broker's fees.

11.2 Assumed Commitments: Buyer hereby assumes and agrees to perform, discharge and satisfy, after the Closing Date, all of the Assumed Commitments as listed on Exhibit F attached hereto. Buyer shall not have any obligation, duty, or liability under the Assumed Commitments arising or occurring on or before the Closing Date.

11.3 Further Assistance: Seller shall execute and deliver without additional expense to the Buyer such additional documents as are reasonably necessary to transfer the Business to the Buyer.

11.4 Governing Law: This Agreement supercedes all previous agreements and understandings between the Parties and shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida.

11.5 Miscellaneous: This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement which is effective as of the date first written above.

BUYER

AquaSource Utility, Inc.

Michael J. Miller

Michael J. Miller

Vice President

SELLER

Village Water, Ltd., a Florida Limited Partnership

By: Village Industrial Utilities, Inc., a

Florida Corp. as General Partner

By: *Gerard R. Kent*

Title: PRESIDENT

JK

DQE

411 Seventh Avenue
P.O. Box 1930
Mail Drop 15-DQE-2
Pittsburgh, PA 15230-1930

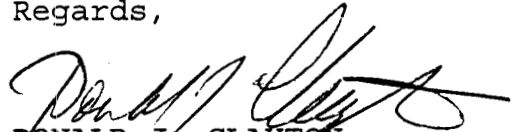
October 30, 1998

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

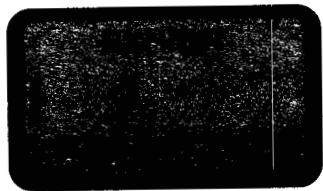
Dear Ladies and Gentlemen:

This letter is part of a filing by AquaSource Utility, Inc. regarding the acquisition of a water and/or sewer company in the State of Florida. AquaSource is a wholly owned subsidiary of DQE, Inc. DQE is listed on the New York Stock Exchange and has a market value in excess of \$2 billion. DQE currently intends to continue to make substantial investments in AquaSource with a goal of providing the company with the financial stability required to maintain its utility systems in accordance with FPSC standards.

Regards,



DONALD J. CLAYTON
Vice President and Treasurer

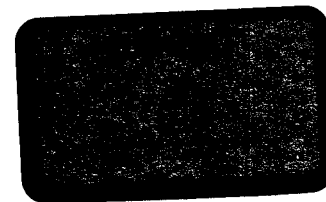


AquaSource, Inc.
Consolidated Balance Sheet

(Unaudited)

	<u>September</u> <u>1998</u>	<u>December 31,</u> <u>1997</u>
Assets		
<i>Current Assets</i>		
Cash	250,671	849,930
Accounts receivable - customers	3,328,242	236,559
Other receivables	2,188,773	
Income tax receivable	1,282,776	234,799
Funds held by trustee	831,038	
Inventory	142,399	19,100
Prepayments	180,634	
Other	1,415,769	
<i>Total current assets</i>	9,620,302	1,321,288
 <i>Fixed Assets</i>		
Utility plant in service	38,725,977	1,276,975
Other fixed assets	4,702,798	733,240
	43,428,775	2,010,215
Accumulated depreciation	(690,310)	(65,253)
Construction work in progress	72,330	
<i>Total fixed assets</i>	42,810,795	1,944,962
 <i>Other Assets and Deferred Charges</i>		
Investments in Water Companies	1,836,662	704,031
Regulatory assets	17,995,139	
Goodwill	9,134,987	
Customer lists and relationships	6,368,508	5,481,911
Deferred tax assets	20,800,000	
Investment in marketable securities (collateral account)	9,641,082	
Other	5,021,111	28,138
<i>Total other assets and deferred charges</i>	70,797,489	6,214,080
Total Assets	123,228,586	9,480,330
 Liabilities and Shareholders' Equity		
<i>Liabilities</i>		
<i>Current Liabilities</i>		
Accounts payable	1,108,945	196,081
Accounts payable - affiliates	250,724	245,000
Billings in excess of costs and profits	902,617	
Customer deposits	277,088	
Accrued taxes	43,208	
Other accrued liabilities	820,514	
<i>Total current liabilities</i>	3,403,096	441,081
 <i>Non Current Liabilities</i>		
Deferred income taxes	26,601,407	
Long term debt	17,908,582	
Other	827,994	
<i>Total noncurrent liabilities</i>	45,337,983	
 <i>Shareholders' Equity</i>		
Contributions by the "A" Shareholders	74,771,660	9,856,645
Contributions by the "B" Shareholders	626,000	400,000
Retained earnings	(910,153)	(1,198,296)
<i>Total shareholders' equity</i>	74,487,507	9,058,349
Total Liabilities and Shareholders' Equity	123,228,586	9,499,430

The accompanying notes are an integral part of these financial statements.



FLORIDA PUBLIC SERVICE COMMISSION

**Certificate Number
585 - W**

**Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to:**

VILLAGE WATER, LTD.

Whose principal address is:

**Post Office Box 2211
Lakeland, FL 33806-2211 (Polk County)**

**to provide water service in accordance with the provision of Chapter 367,
Florida Statutes, the Rules, Regulations and Orders of this Commission in the
territory described by the Orders of this Commission.**

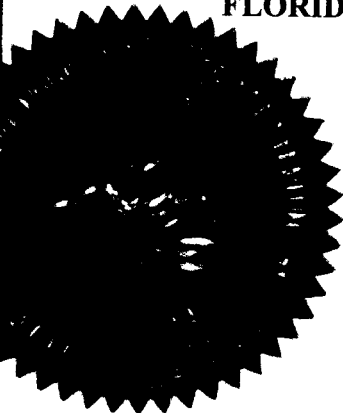
**This Certificate shall remain in force and effect until suspended, cancelled or
revoked by Orders of this Commission.**

ORDER	PSC-96-1568-FOF-WS	DOCKET	960989-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

**BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION**

Key Sign for
Blanca S. Bayo'

**Director
Division of Records and Reporting**



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

503 - S

**Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to:**

VILLAGE WATER, LTD.

Whose principal address is:

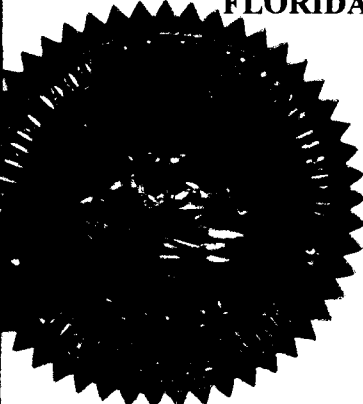
**Post Office Box 2211
Lakeland, FL 33806-2211 (Polk County)**

**to provide wastewater service in accordance with the provision of Chapter 367,
Florida Statutes, the Rules, Regulations and Orders of this Commission in the
territory described by the Orders of this Commission.**

**This Certificate shall remain in force and effect until suspended, cancelled or
revoked by Orders of this Commission.**

ORDER	PSC-96-1568-FOF-WS	DOCKET	960989-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

**BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION**



Blanca S. Bayo

Blanca S. Bayo

Director
Division of Records and Reporting

VILLAGE WATER, LTD.
WATER & SEWAGE FACILITIES EVALUATION
OCTOBER 1998

GENERAL:

Village Water, Ltd. is a privately owned utility company which has a franchised area of some 2,000 acres located in Sections 25, 26, 35, & 36, Township 28 South, Range 24 East, Polk County, Florida. The utility franchised area is located east of Reynolds Road along Maine Avenue in Eaton Park, which is southeast of Lakeland.

SUPPLY & SERVICE:

Village Water, Ltd. presently provides water and sewer service to the following developments:

Dawn Heights Mobile Home Park -----	126 lots
G-M Industrial Park* -----	12 lots
Mustang Village Industrial Park -----	16 lots
Ruthven Industrial Sites -----	4 lots
Saddle Creek Village Subdivision -----	52 lots
Sandy Ridge Industrial Park -----	22 lots

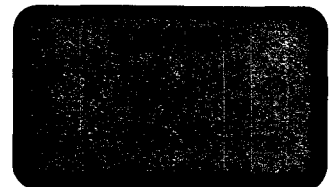
* G-M Industrial Park has some 75 acres of undeveloped land within proximity of the existing facilities.

Village Water, Ltd. presently has water and sewer services installed to the following lots:

<u>Type of Development</u>	<u>Water</u>	<u>Sewer</u>
Residential	140 lots	0 lots
Industrial	<u>122 lots</u>	<u>80 lots</u>
	262 lots	80 lots

of which the Utility is presently providing water and sewer service as follows:

<u>Type of Development</u>	<u>Water</u>	<u>Sewer</u>
Residential	140 services	0 services
Industrial	<u>39 services</u>	<u>36 services</u>
	179 services	36 services



WATER SERVICE FACILITIES

Village Water, Ltd. does not have water treatment plant facilities instead, however, water is purchased from the City of Lakeland Water Division, conveyed by Village Water, Ltd. facilities and supplied to its customers and consumers.

Village Water, Ltd.'s existing facilities consist of an 8" Master Meter located at the intersection of Reynolds Road and Maine Avenue. The master meter is the property of the City of Lakeland.

Village Water, Ltd. has an existing deep well located on the north side of Maine Avenue in the G-M Industrial Park. The well is 26" in diameter and is 1,300 feet deep with 700 feet of steel casing and is presently not in use.

All existing facilities are located within utility easements and or rights of way, which have been obtained by, or are lands owned by the utility company.

All facilities and materials have been installed within the last twenty years and appear to be operating in a satisfactory manner.

Water Facilities Assets - Tangible

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Estimated Cost (1)</u>
Land				\$ 6,250
Structures & Equipment				
a. Well-26"/700'				
casing/1300' depth	1LS			93,750
b. Master Meter-8"				
Box/By-pas	1	LS		(2)
Distribution				
a. Mains-8" AC	5,720	LF	\$ 14.25	81,510
8" PVC	3,320	LF	15.00	49,800
4" PVC	14,310	LF	6.75	96,593
2" PVC	20,220	LF	3.75	80,880
b. Gate Valves-4"	11	EA.	400.00	4,400
2"	28	EA.	125.00	3,500
8"	4	EA.	1,000.00	4,000
Services - single	65	EA.	150.00	9,750
double	66	EA.	200.00	13,200

Meter/Boxes-8"	1	EA.	4,500.00	4,500
4"	1	EA.	1,250.00	1,250
2"	7	EA.	250.00	1,750
1½"	6	EA.	125.00	750
1"	6	EA.	90.00	540
¾"	151	EA.	60.00	9,060
Fire Hydrants	10	EA.	1,500.00	15,000
Blow off	9	EA.	300.00	2,700
Casing-Steel-12"(2 ea.)	638	LF.	115.00	73,370
14"(2ea.)	688	LF.	132.00	<u>90,816</u>

Water Facilities Assets - Total **\$643,369**

Casings are under the Polk County Parkway to serve the Franchise area south of the Parkway.

- (1) Estimated cost is based upon 1998 cost of replacement.
- (2) Presently the City's 8" meter tap fee is \$600,000

SEWER SERVICE FACILITIES

Village Water, Ltd. owns and operates a wastewater treatment plant located south of Maine Avenue and Saddle Creek Village on a 14.3- acre site owned by the utility.

All existing facilities and improvements are located within easements and or rights of way which have been obtained by or are on lands owned by Village Water, Ltd.

The wastewater treatment plant relocated and expanded from a 20,000 GPD plant to a 40,000 GPD plant in 1989, at which time two (2) large lift stations were added to the system.

The facilities have been modified and expanded to convert the 20,000 GPD steel plant into a surge tank and to add tankage to the 20,000 GPD concrete plant to increase its capacity to 75,000 GPD. The expansion included providing a spray irrigation area and a 14.5 acre percolation/evaporation pond for additional effluent disposal.

Sewer Facilities Assets - Tangible				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Est. Cost(1)</u>
Land-Plant site-13.5Ac.	1	LS		\$ 135,000
Irrigation site	1	LS		0*
Perc Pond - Ph.2 14.5 Acres	1	LS		40,000
Structures & Equipment				
a. Wastewater plant -				
75,000 GPD	1	LS		225,000
b. Surge tank-20,000 Gal.	1	LS		60,000
c. Lift stations	3	EA.	\$19,000	57,000
	2	EA.	30,000	60,000
d. Force main - 3"	1,910	LF	6.25	11,938
4"	6,925	LF	9.25	64,057
e. Spray irrigation facilities	1	LS		75,000
f. Percolation Pond- Ph.2	1	LS		25,000
g. Casings-steel-10"(3ea)	1,112	LF	84.00	93,408
12"(3ea)	1,055	LF	115.00	121,325
14"(2ea)	1,236	LF	132.00	63,152
Collection				
a. Gravity - 8" VCP	2,250	LF	15.00	33,750
8" PVC	10,425	LF	12.50	130,313
b. Manholes	36	EA.	1,250.00	45,000
Services - single	30	EA.	150.00	4,500
double	16	EA.	200.00	3,200

Sewer Facilities Assets - Total \$1,350,643

* Golf Course Lease

Casings under Polk County Parkway are to serve the franchise area south of the Parkway.

- (1) Estimated cost is based upon 1998 cost of replacement.

Valuation

The tangible assets for the physical amenities is somewhat limited as to actual installed costs and dates; therefore, this evaluation represents a best estimate of the reasonable reproduction cost of the facilities as of October 1998, plus a straight line depreciation of the facilities over a 25 year life span at a rate of 4% per year. Installation of the facilities began in 1972 with the majority of the distribution and collection facilities being added in 1979. In 1989, additional facilities and plant expansion was undertaken. In 1996, plant expansion and spray irrigation disposal were completed. In 1997 a 14.5-acre effluent disposal pond was constructed. Depreciation has been estimated using a term of 18 years or as noted. The 1989 and 1995 facilities construction has not been separated for depreciation; therefore, the present value is conservative.

<u>Description</u>	<u>Reproduction Cost October 1998</u>	<u>Accumulated Depreciation</u>	<u>Present Value</u>
<u>Water Facilities</u>			
Land	\$ 6,250	0	\$ 6,250
Structures & Equipment	93,750	50,586	43,164
Distribution	360,116	187,359(1)	172,757
	183,253	21,123(2)	162,130
<u>Sewer Facilities</u>			
Land	\$ 175,000	0	\$175,000
Structures & Equipment	955,880	266,319(3)	689,561
Collection	<u>219,763</u>	<u>114,864(1)</u>	<u>104,899</u>
Totals	\$1,994,012	\$640,251	\$1,353,761

- (1) 18 years
- (2) 3 years
- (3) 8 years

Less: Cost of improvements and required maintenance - Unknown

Present Value Net Total - \$1,353,761

Prepared By: Robert F. Green, P.E.

Robert F. Green
FL. Cert. No. 13955
 October 30, 1998

EXHIBIT "E"

TARIFFS ARE LOCATED IN THE ORIGINAL APPLICATION

WASTEWATER TARIFF

AQUASOURCE UTILITY, INC.

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

AQUASOURCE UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 1.0
CANCELS ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

AQUASOURCE UTILITY, INC.
NAME OF COMPANY

(ADDRESS OF COMPANY)

(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER TARIFF

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Rules and Regulations.....	6.0 - 6.1
Service Availability Policy.....	21.0
Standard Forms.....	17.0
Technical Terms and Abbreviations.....	5.0 - 5.1
Territory Served.....	3.0

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 3.0
CANCELS ORIGINAL SHEET NO. 3.0

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Polk

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
			Grandfather

(Continued to Sheet 3.1)

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

DESCRIPTION OF TERRITORY SERVED

This area encompasses the following described area of Polk County, Florida:

In Township 28 South, Range 24 East, Polk County, Florida:

Section 24: The Southwest 1/4 of Southeast 1/4.

Section 25: The West 3/4 Less the North 1/8 of Northwest 1/4.

Section 26: The South 1/2 of the Northeast 1/4 less the North 247 feet thereof, and the Southeast 1/4.

Section 35: The East 1/2.

Section 36: All Less (a) the Southeast 1/4 of Southeast 1/4 and (b) that part of the Southwest 1/4 of Southeast 1/4 described as: begin at the intersection of the West line of the Southwest 1/4 of Southeast 1/4 of Section 36 with North right-of-way line of State Road 540, being 19 feet North of the Southwest corner of the Southwest 1/4 of Southeast 1/4, run thence North 519 feet, thence turn right an angle of 89 degrees from North to East and run East 587.38 feet, thence turn left an angle of 45 degrees from East to Northeast and run Northeast 331.75 feet, thence turn left an angle of 44 degrees 30 feet from Northeast to North and run North 549 feet, more or less, to the North line of the Southwest 1/4 of Southeast 1/4, thence run East 509 feet, more or less, to the Northeast corner of Southwest 1/4 of Southeast 1/4, thence South 1314 feet, more or less, to the North right-of-way line of State Road South 540, thence Westerly along said North right-of-way line 1321.84 feet to the point of beginning.

and in Section 26, Township 28 South, Range 24 East:

The North 1/2 of the Northeast 1/4 less the North 1/8 of the East 3/4 of the said Northeast 1/4; and also, the North 247 feet of the South 1/2 of the Northeast 1/4; and also, the Southeast 1/4 of the North 1/4; and also the East 1/2 of the Southwest 1/4; and also, the South 2 1/2 acres of the Southwest 1/4 of the Southwest 1/4.

In Section 35, Township 28 South, Range 24 East: The Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 4.0
CANCELS ORIGINAL SHEET NO. 4.0

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule (s) Available</u>	<u>Sheet No.</u>
Polk	Dawn Heights Mobile Home Park	RS	16.0
Polk	G-M Industrial Park	GS	15.0
Polk	Mustang Village Industrial Park	GS	15.0
Polk	Ruthven Industrial Site	GS	15.0
Polk	Saddle Creek Village Subdivision	GS	15.0
Polk	Sandy Ridge Industrial Park	GS	15.0

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PRESIDENT
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - AquaSource Utility, 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 which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 "POINT OF COLLECTION" - For wastewater systems, "point of collection" shall mean the point at which the Company's piping, fittings and valves connect with the customer's piping, fittings and valves.
- 10.0 "RATE" - Amount which the utility may charge for wastewater service which is applied to the customer's water consumption.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 6.0)

- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, 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.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds 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.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 6.1
CANCELS ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

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ROY H. MOORE
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 wastewater service.
- The Company shall provide wastewater service to all customers requiring such service within its certificated territory pursuant to Chapter 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 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 wastewater service requested by firms, partnerships, association, 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 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, 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 in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. 8.0)

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(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 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.

- 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 change 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 to Sheet No. 9.0)

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 8.0)

- 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 utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.
- 13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company 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.
- 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 BILLING PERIODS - Bills for wastewater service will be rendered monthly, as stated in the rate schedule.
- In accordance with Rule 25-30.335, Florida Administrative Code, the utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.
- A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bill to its customers in such Municipality or County.
- If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the utility shall bill the customer the base facility charge regardless of whether there is any usage.
- 16.0 DELINQUENT BILLS - When it has been determined that a customer is delinquent in paying any bill, 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.
- 17.0 PAYMENT OF WASTEWATER 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.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 11.0)

- 18.0 TERMINATION OF SERVICE - When a customer wishes to terminate service on any premises where wastewater service is supplied by the Company with wastewater service, 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 if 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.
- 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.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

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ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

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 - \$3.61 per 1000 gallons usage (all meter sizes)
- MINIMUM CHARGE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
3/4"	\$ 39.63
1"	99.08
1 1/2"	198.15
2"	317.04
3"	634.08
4"	990.75
8"	3,170.40

- TERMS OF PAYMENT - Bills are due on the 21st day of the month following billing. If not paid by the due date, a \$3.00 late charge will be added and customers notified of the disconnect date for non-payment. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Transfer of Assets and Certificates

ROY H. MOORE
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 - No residential Wastewater Service is available at this time.
- MINIMUM CHARGE - N/A
- TERMS OF PAYMENT - Bills are due on the 21st day of the month following billing. If not paid by the due date, a \$3.00 late charge will be added and customers notified of the disconnect date for non-payment. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Transfer of Assets and Certificates

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

SCHEDULE OF 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</u>	<u>General Service</u>
5/8" x 3/4"	\$ N/A	\$ 50.00
1"	N/A	100.00
1 1/2"	N/A	150.00
2"	N/A	200.00
4"	N/A	450.00
8"	N/A	900.00

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

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay for credit accrued interest to the customer's account during the month of April each year.

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

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

EFFECTIVE DATE -

TYPE OF FILING -

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

MISCELLANEOUS SERVICE CHARGES

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

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

NORMAL RECONNECTION - This charge would 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 CONNECTION - This charge would 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 would 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.

TEMPORARY ABSENCE DISCONNECTION - This charge would be levied when a customer notifies the Company he will be temporarily absent from the premises. No monthly minimum charge would be levied during the period of absence and service would be reinstated upon notice from the customer.

THEFT OF SERVICE - This charge would be levied when service has been terminated due to delinquency and the customer removes the lock placed on the meter. Charge includes lock destruction.

LATE CHARGE - This charge would be levied when a customer fails to pay his bill by the due date.

RETURNED CHECK CHARGE - This charge would be levied when a customer pays by worthless check and the check is returned to the Company unpaid by the customer's bank.

ANNUAL FIRE HYDRANT CHARGE - This charge would be levied on an annual basis to customers who own fire hydrants; charges are intended to offset cost of water used during the year for flushing the hydrant.

RECONNECT CHARGE (SAME DAY SERVICE ON OVERTIME) - This charge would be levied when service is discontinued for non-payment and reconnection is requested after normal business hours.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

SCHEDULE OF MISCELLANEOUS SERVICE CHARGES

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$ 25.00
Premises Visit Fee (in lieu of disconnection)	\$ 15.00
Temporary Absence Disconnection	\$ 15.00
Theft of Service	\$100.00
Late Charge	\$ 3.00
Returned Check Charge	\$ 20.00
Fire Hydrant Charge	\$500.00
Reconnect Charge (same day service on overtime)	\$ 25.00

EFFECTIVE DATE -

TYPE OF FILING -

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAIL. POLICY AMOUNTSHEET NO./RULE NO.</u>
<u>Back Flow Preventor Installation Fee</u>	
5/8" x 3/4"	Actual Cost [1]
1"	Actual Cost [1]
1 1/2"	Actual Cost [1]
2"	Actual Cost [1]
Over 2"	Actual Cost [1]
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" metered service	\$ 600.00 (RS)
5/8" x 3/4" metered service	\$ 900.00 (GS)
1" metered service	\$ 2,600.00
1 1/2" metered service	\$ 6,000.00
2" metered service	\$10,900.00
4" metered service	\$48,000.00
<u>Guaranteed Revenue Charge</u>	
<u>With Prepayment of Service Availability Charges</u>	
Residential per ERC/Month (__ GPD)	\$N/A
All others per gallon/month	\$N/A
<u>Without Prepayment of Service Availability Charges</u>	
Residential per ERC/Month (__ GPD)	\$N/A
All others per gallon/month	\$N/A
<u>Inspection Fee</u>	Actual Cost [1]
<u>Main Extension Charge</u>	
Residential per ERC (__ GPD)	Actual Cost [1]
All others per gallon/month	Actual Cost [1]
or	
Residential per lot (__ foot frontage)	Actual Cost [1]
All others per foot front	Actual Cost [1]
<u>Meter Installation Fee</u>	
5/8" x 3/4"	Actual Cost [1]
1"	Actual Cost [1]
1 1/2"	Actual Cost [1]
2"	Actual Cost [1]
Over 2"	Actual Cost [1]
<u>Plan Review Charge</u>	
<u>Plant Capacity Charge</u>	
Residential per ERC (__ GPD)	\$N/A
All others per gallon	\$N/A
<u>System Capacity Charge</u>	
Residential per ERC (__ GPD)	\$N/A
All others per gallon	\$N/A

[1] Actual Cost is equal to the total cost incurred for services rendered to a customer.

EFFECTIVE DATE -

TYPE OF FILING -

ROY H. MOORE
 ISSUING OFFICER

PRESIDENT
 TITLE

AQUASOURCE UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 17.0
CANCELS ORIGINAL SHEET NO. 17.0

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COPY OF CUSTOMER'S BILL.....	20.0
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TERMS AND CONDITIONS.....	21.0

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 18.0
CANCELS ORIGINAL SHEET NO. 18.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 19.0
CANCELS ORIGINAL SHEET NO. 19.0

APPLICATION FOR METER INSTALLATION AND/OR SERVICE

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 20.0
CANCELS ORIGINAL SHEET NO. 20.0

COPY OF CUSTOMER'S BILL

ROY H. MOORE
ISSUING OFFICER
PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 21.0
CANCELS ORIGINAL SHEET NO. 21.0

COPY OF "TERMS AND CONDITIONS"

ROY H. MOORE
ISSUING OFFICER
PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 22.0
CANCELS ORIGINAL SHEET NO. 22.0

INDEX OF SERVICE AVAILABILITY

	<u>Sheet No.</u>
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SERVICE AVAILABILITY POLICY.....	23.0

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WASTEWATER TARIFF

FIRST REVISED SHEET NO. 23.0
CANCELS ORIGINAL SHEET NO. 23.0

SERVICE AVAILABILITY POLICY

When Company is requested to install or supervise and/or inspect the installation of equipment or tie-in to Company systems, the Company will charge the customer a fee equal to the direct cost to the Company.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

AQUASOURCE UTILITY, INC.

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

AQUASOURCE UTILITY, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 1.0
CANCELS ORIGINAL SHEET NO. 1.0

WATER TARIFF

AQUASOURCE UTILITY, INC.
NAME OF COMPANY

(ADDRESS OF COMPANY)

(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

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ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 3.0
CANCELS ORIGINAL SHEET NO. 3.0

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule (s)</u> <u>Available</u>	<u>Sheet No.</u>
Polk	Dawn Heights Mobile Home Park	RS	16.0
Polk	G-M Industrial Park	GS	15.0
Polk	Mustang Village Industrial Park	GS	15.0
Polk	Ruthven Industrial Site	GS	15.0
Polk	Saddle Creek Village Subdivision	GS	15.0
Polk	Sandy Ridge Industrial Park	GS	15.0

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 4.0
CANCELS ORIGINAL SHEET NO. 4.0

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Polk

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
			Grandfather

ROY H. MOORE
ISSUING OFFICER
PRESIDENT
TITLE

DESCRIPTION OF TERRITORY SERVED

This area encompasses the following described area of Polk County, Florida:

In Township 28 South, Range 24 East, Polk County, Florida:

Section 24: The Southwest 1/4 of Southeast 1/4.

Section 25: The West 3/4 Less the North 1/8 of Northwest 1/4.

Section 26: The South 1/2 of the Northeast 1/4 less the North 247 feet thereof, and the Southeast 1/4.

Section 35: The East 1/2.

Section 36: All Less (a) the Southeast 1/4 of Southeast 1/4 and (b) that part of the Southwest 1/4 of Southeast 1/4 described as: begin at the intersection of the West line of the Southwest 1/4 of Southeast 1/4 of Section 36 with North right-of-way line of State Road 540, being 19 feet North of the Southwest corner of the Southwest 1/4 of Southeast 1/4, run thence North 519 feet, thence turn right an angle of 89 degrees from North to East and run East 587.38 feet, thence turn left an angle of 45 degrees from East to Northeast and run Northeast 331.75 feet, thence turn left an angle of 44 degrees 30 feet from Northeast to North and run North 549 feet, more or less, to the North line of the Southwest 1/4 of Southeast 1/4, thence run East 509 feet, more or less, to the Northeast corner of Southwest 1/4 of Southeast 1/4, thence South 1314 feet, more or less, to the North right-of-way line of State Road South 540, thence Westerly along said North right-of-way line 1321.84 feet to the point of beginning.

and in Section 26, Township 28 South, Range 24 East:

The North 1/2 of the Northeast 1/4 less the North 1/8 of the East 3/4 of the said Northeast 1/4; and also, the North 247 feet of the South 1/2 of the Northeast 1/4; and also, the Southeast 1/4 of the North 1/4; and also the East 1/2 of the Southwest 1/4; and also, the South 2 1/2 acres of the Southwest 1/4 of the Southwest 1/4.

In Section 35, Township 28 South, Range 24 East: The Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - AquaSource Utility, 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 such water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the Company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 10.0 "RATE" - Amount which the utility may charge for water service which is applied to the customer's actual consumption.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, 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.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of collection and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds 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.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

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ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 8.0
CANCELS ORIGINAL SHEET NO. 8.0

(Continued from Sheet No. 7.0)

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ROY H. MOORE
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, association, 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 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 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, remetering, 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 in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. 10.0)

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 9.0)

- 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 water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service.
- 9.0 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.
- 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 change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental 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.
- 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 utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued to Sheet No. 11.0)

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 10.0)

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

13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company 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.

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

15.0 BILLING PERIODS - Bills for water service will be rendered monthly, as stated in the rate schedule.

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

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bill to its customers in such Municipality or County.

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

16.0 DELINQUENT BILLS - When it has been determined that a customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any 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 wastewater service bill rendered by the Company.

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

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 11.0)

- 20.0 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.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.320, Florida Administrative Code.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading 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.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code, and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

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ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

SCHEDULE OF 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>
3/4"	\$ 25.00	\$ 50.00
1"	N/A	50.00
1 1/2"	N/A	100.00
2"	N/A	125.00
4"	N/A	150.00
8"	N/A	300.00

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

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay for credit accrued interest to the customer's account during the month of April each year.

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

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

EFFECTIVE DATE -

TYPE OF FILING -

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - \$2.32 per 1000 gallons usage (all meter sizes)
- MINIMUM CHARGE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
3/4"	\$ 11.94
1"	29.85
1 1/2"	59.70
2"	95.52
3"	191.04
4"	298.50
8"	955.20

- TERMS OF PAYMENT - Bills are due on the 21st day of the month following billing. If not paid by the due date, a \$3.00 late charge will be added and customers notified of the disconnect date for non-payment. 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 - Transfer of Assets and Certificates

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - \$2.32 per 1000 gallons usage
- MINIMUM CHARGE - 3/4" Meter \$11.94
- TERMS OF PAYMENT - Bills are due on the 21st day of the month following billing. If not paid by the due date, a \$3.00 late charge will be added and customers notified of the disconnect date for non-payment. 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 - Transfer of Assets and Certificates

ROY H. MOORE
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 will 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"	\$15.00
1" and 1 1/2"	\$20.00
2"and above	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The utility 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 field test in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Assets

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

MISCELLANEOUS SERVICE CHARGES

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

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

NORMAL RECONNECTION - This charge would 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 CONNECTION - This charge would 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 would 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.

TEMPORARY ABSENCE DISCONNECTION - This charge would be levied when a customer notifies the Company he will be temporarily absent from the premises. No monthly minimum charge would be levied during the period of absence and service would be reinstated upon notice from the customer.

THEFT OF SERVICE - This charge would be levied when service has been terminated due to delinquency and the customer removes the lock placed on the meter. Charge includes lock destruction.

LATE CHARGE - This charge would be levied when a customer fails to pay his bill by the due date.

RETURNED CHECK CHARGE - This charge would be levied when a customer pays by worthless check and the check is returned to the Company unpaid by the customer's bank.

ANNUAL FIRE HYDRANT CHARGE - This charge would be levied on an annual basis to customers who own fire hydrants; charges are intended to offset cost of water used during the year for flushing the hydrant.

RECONNECT CHARGE (SAME DAY SERVICE ON OVERTIME) - This charge would be levied when service is discontinued for non-payment and reconnection is requested after normal business hours.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

SCHEDULE OF MISCELLANEOUS SERVICE CHARGES

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$ 25.00
Premises Visit Fee (in lieu of disconnection)	\$ 15.00
Temporary Absence Disconnection	\$ 15.00
Theft of Service	\$100.00
Late Charge	\$ 3.00
Returned Check Charge	\$ 20.00
Fire Hydrant Charge	\$500.00
Reconnect Charge (same day service on overtime)	\$ 25.00

EFFECTIVE DATE -

TYPE OF FILING -

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Back Flow Preventor Installation Fee</u>		
5/8" x 3/4"	Actual Cost [1]	
1"	Actual Cost [1]	
1 1/2"	Actual Cost [1]	
2"	Actual Cost [1]	
Over 2"	Actual Cost [1]	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$ 200.00 (RS)	
5/8" x 3/4" metered service	\$ 650.00 (GS)	
1" metered service	\$ 1,660.00	
1 1/2" metered service	\$ 3,680.00	
2" metered service	\$ 6,500.00	
4" metered service	\$27,600.00	
<u>Guaranteed Revenue Charge</u>		
<u>With Prepayment of Service Availability Charges</u>		
Residential per ERC/Month (__ GPD)	\$N/A	
All others per gallon/month	\$N/A	
<u>Without Prepayment of Service Availability Charges</u>		
Residential per ERC/Month (__ GPD)	\$N/A	
All others per gallon/month	\$N/A	
<u>Inspection Fee</u>	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential per ERC (__ GPD)	Actual Cost [1]	
All others per gallon/month	Actual Cost [1]	
or		
Residential per lot (__ foot frontage)	Actual Cost [1]	
All others per foot front	Actual Cost [1]	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	Actual Cost [1]	
1"	Actual Cost [1]	
1 1/2"	Actual Cost [1]	
2"	Actual Cost [1]	
Over 2"	Actual Cost [1]	
<u>Plan Review Charge</u>	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential per ERC (__ GPD)	\$N/A	
All others per gallon	\$N/A	
<u>System Capacity Charge</u>		
Residential per ERC (__ GPD)	\$N/A	
All others per gallon	\$N/A	

[1] Actual Cost is equal to the total cost incurred for services rendered to a customer.

EFFECTIVE DATE -

TYPE OF FILING -

ROY H. MOORE
 ISSUING OFFICER

PRESIDENT
 TITLE

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION.....	23.0
APPLICATION FOR WATER SERVICE.....	22.0
COPY OF CUSTOMER'S BILL.....	24.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT.....	21.0
TERMS AND CONDITIONS.....	25.0

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 21.0
CANCELS ORIGINAL SHEET NO. 21.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

ROY H. MOORE
ISSUING OFFICER
PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 22.0
CANCELS ORIGINAL SHEET NO. 22.0

APPLICATION FOR METER INSTALLATION AND/OR SERVICE

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 23.0
CANCELS ORIGINAL SHEET NO. 23.0

APPLICATION FOR METER INSTALLATION AND/OR SERVICE

ROY H. MOORE
ISSUING OFFICER
PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 24.0
CANCELS ORIGINAL SHEET NO. 24.0

COPY OF CUSTOMER'S BILL

ROY H. MOORE
ISSUING OFFICER
PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 25.0
CANCELS ORIGINAL SHEET NO. 25.0

COPY OF "TERMS AND CONDITIONS"

ROY H. MOORE
ISSUING OFFICER
PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 26.0
CANCELS ORIGINAL SHEET NO. 26.0

INDEX OF SERVICE AVAILABILITY

	<u>Sheet No.</u>
SCHEDULE OF FEES AND CHARGES.....	Go to Sheet No. 19.0
SERVICE AVAILABILITY POLICY.....	27.0
TABLE OF DAILY FLOWS.....	32.0

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AQUASOURCE UTILITY, INC.
WATER TARIFF

FIRST REVISED SHEET NO. 27.0
CANCELS ORIGINAL SHEET NO. 27.0

SERVICE AVAILABILITY POLICY

When Company is requested to install or supervise and/or inspect the installation of equipment or tie-in to Company systems, the Company will charge the customer a fee equal to the direct cost to the Company.

ROY H. MOORE
ISSUING OFFICER

PRESIDENT
TITLE

AFFIDAVIT OF MAILING

STATE OF FLORIDA

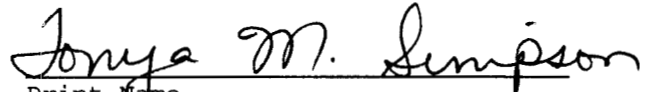
COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared BRONWYN S. REVELL MODERAU, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for AquaSource Utility, Inc. and that on November 23, 1998, she did send by certified mail, return receipt requested, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.


Bronwyn S. Revell Moderau

Sworn to and subscribed before me this 23rd day of November, 1998, by Bronwyn S. Revell Moderau, who is personally known to me.


Print Name
NOTARY PUBLIC
My Commission Expires:



Tonya M. Simpson
MY COMMISSION # CC733509 EXPIRES
April 13, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "F"

NOTICE OF APPLICATION FOR A TRANSFER
OF ASSETS AND CERTIFICATES 585-W AND 503-S

LEGAL NOTICE

Notice is hereby given on November 23, 1998, pursuant to Section 367.071, Florida Statutes, of the application for transfer of the utility facilities of Village Water, Ltd. and Certificate Nos. 585-W and 503-S to AquaSource Utilities, Inc. providing water and sewer utility service to the following described territory in Polk County, Florida:

In Township 28 South, Range 24 East, Polk County, Florida:

Section 24:

The Southwest 1/4 of Southeast 1/4.

Section 25:

The West 3/4 Less the North 1/8 of Northwest 1/4.

Section 26:

The South 1/2 of the Northeast 1/4 less the North 247 feet thereof, and the Southeast 1/4.

Section 35:

The East 1/2.

Section 36:

All Less (a) the Southeast 1/4 of Southeast 1/4 and (b) that part of the Southwest 1/4 of Southeast 1/4 described as: begin at the intersection of the West line of the Southwest 1/4 of Southeast 1/4 of Section 36 with North right-of-way line of State Road 540, being 19 feet North of the Southwest corner of the Southwest 1/4 of Southeast 1/4, run thence North 519 feet, thence turn right an angle of 89 degrees from North to East and run East 587.38 feet, thence turn left an angle of 45 degrees from East to Northeast and run Northeast 331.75 feet, thence turn left an angle of 44 degrees 30 feet from Northeast to North and run North 549 feet, more or less, to the North line of the Southwest 1/4 of Southeast 1/4, thence run East 509 feet, more or less, to the Northeast corner of Southwest 1/4 of Southeast 1/4, thence South 1314 feet, more or less, to the North right-of-way line of State Road South 540, thence Westerly along said North right-of-way line 1321.84 feet to the point of beginning.

Section 26:

The North 1/2 of the Northeast 1/4 less the North 1/8 of the East 3/4 of the said Northeast 1/4; and also, the North 247 feet of the South 1/2 of the Northeast 1/4; and also, the Southeast 1/4 of the North 1/4; and also the East 1/2 of the Southwest 1/4; and also, the South 2 1/2 acres of the Southwest 1/4 of the Southwest 1/4.

Section 35:

The Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection should be mailed to the attorney for the applicant: Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2548 Blairstone Pines Drive, Tallahassee, FL 32301.

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
10/30/1998-12/28/1998

UTILITY NAME

MANAGER

POLK COUNTY

ABCA, INC. (SU802)
214 NORTH HOGAN STREET, 6TH FLOOR
JACKSONVILLE, FL 32202-4228

FRANK D. TUCKER, JR.
(904) 361-1470

ALTURAS WATER WORKS (WU774)
P. O. BOX 257
ALTURAS, FL 33820-0257

MICHAEL B. REGISTER
(941) 537-1418

CROOKED LAKE PARK SEWERAGE COMPANY (SU785)
227 CALOOSA LAKE CIRCLE, NORTH
LAKE WALES, FL 33853-8605

KENNETH J. KNOWLTON
(941) 638-3117

CRYSTAL RIVER UTILITIES, INC. (WS772)
P. O. BOX 520247
LONGWOOD, FL 32752-0247

RICHARD BOWLES
(407) 260-2214

CYPRESS LAKES UTILITIES, INC. (WS800)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4099

CARL J. WENZ
(407) 869-1919

FLORIDA WATER SERVICES CORPORATION (WS765)
P. O. BOX 609520
ORLANDO, FL 32860-9520

BRIAN P. ARMSTRONG
(407) 880-0058

GARDEN GROVE WATER COMPANY, INC. (WS780)
3601 CYPRESS GARDENS ROAD
WINTER HAVEN, FL 33884-2426

JOHN G. WOOD, JR.
(941) 324-9663

GRENELEFE UTILITIES (SPORTS SHINKO UTILITY, INC. D/B/A) (WS770)
3200 STATE ROAD 546
GRENELEFE, FL 33844-9732

CHARLES EDGE
(941) 421-5037

KEEN SALES, RENTALS AND UTILITIES, INC. (WU771)
685 DYSON ROAD
HAINES CITY, FL 33844-8587

JAMES RAY KEEN
(941) 421-6827

LAKE AND GOLF ESTATES (WS805)
534 SOMERSET DRIVE
AUBURNDALE, FL 33823-9570

ROBERT W. ARNOLD, SR.
(941) 965-9549

LAKE WALES UTILITY CO., LTD. (LAKE HAVEN UTILITY ASSOCIATI (WS786)
P. O. BOX 9076
FEDHAVEN, FL 33854-9076

DAVID K. PEARCE
(941) 696-1128

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
10/30/1998-12/28/1998

UTILITY NAME

MANAGER

POLK COUNTY (continued)

MOUNTAIN LAKE CORPORATION (WU791)
P. O. BOX 832
LAKE WALES, FL 33859-0832

ROBERT E. MARTIN
(941) 676-3494

ORCHID SPRINGS DEVELOPMENT CORPORATION (WS789)
710 OVERLOOK DRIVE
WINTER HAVEN, FL 33884-1669

CAROL C. RHINEHART
(941) 324-3698

PARK WATER COMPANY INC. (WU776)
25 FIRST AVENUE, NORTH
LAKE WALES, FL 33853-8761

KEVIN EGAN
(941) 638-1285

PINECREST RANCHES, INC. (WU779)
P. O. BOX 192
WINTER HAVEN, FL 33882-0192

JAMES O. VAUGHN
(941) 299-6651

POINCIANA UTILITIES INC. (WS194)
4837 SWIFT ROAD, SUITE 100
SARASOTA, FL 34231-5157

LARRY GOOD
(407) 933-5514

SKYVIEW UTILITIES RECEIVERSHIP (WS794)
P. O. BOX 2039
HAINES CITY, FL 33845-2039

ANDREW R. REILLY
(941) 422-5978

SUNRISE WATER COMPANY, INC. (WU778)
P. O. BOX 2397
WINTER PARK, FL 32790-2397

MACAULY WHITING, JR.
(407) 628-8900

TROPICAL MOBILE HOME PARK (WS806)
118 VILLAGE ROAD
WINTER HAVEN, FL 33880-6144

DON GUGEL
(941) 318-9300

VILLAGE WATER, LTD. (WS769)
P. O. BOX 2211
LAKELAND, FL 33806-2211

JERARD A. KENT
(941) 665-8242

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
10/30/1998-12/28/1998

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CENTRAL FL. REGIONAL PLANNING COUNCIL
P.O. BOX 2089
BARTOW, FL 33831

CITY MANAGER, CITY OF BARTOW
450 NORTH WILSON
BARTOW, FL 33830-3954

CLERK, BOARD OF COUNTY COMMISSIONERS, POLK COUNTY
P. O. BOX 9000, DRAWER CC-1
BARTOW, FL 33831-9000

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF AUBURNDALE
P. O. BOX 186
AUBURNDALE, FL 33823-0186

MAYOR, CITY OF DAVENPORT
P. O. BOX 125
DAVENPORT, FL 33836-0125

MAYOR, CITY OF EAGLE LAKE
P. O. BOX 129
EAGLE LAKE, FL 33839-0129

MAYOR, CITY OF FROSTPROOF
P. O. BOX 308
FROSTPROOF, FL 33843-0308

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
10/30/1998-12/28/1998

UTILITY NAME

MANAGER

MAYOR, CITY QF FT. MEADE
P. O. BOX 856
FT. MEADE, FL 33841-0856

MAYOR, CITY OF HAINES CITY
P. O. BOX 1507
HAINES CITY, FL 33845-1507

MAYOR, CITY OF LAKE ALFRED
120 EAST POMELO STREET
LAKE ALFRED, FL 33850-2136

MAYOR, CITY OF LAKE WALES
P. O. BOX 1320
LAKE WALES, FL 33859-1320

MAYOR, CITY OF LAKELAND
228 SOUTH MASSACHUSETTS AVENUE
LAKELAND, FL 33801-5086

MAYOR, CITY OF MULBERRY
P. O. BOX 707
MULBERRY, FL 33860-0707

MAYOR, CITY OF WINTER HAVEN
P. O. BOX 2277
WINTER HAVEN, FL 33883-2277

MAYOR, TOWN OF DUNDEE
P. O. BOX 1000
DUNDEE, FL 33838-1000

MAYOR, TOWN OF HILLCREST HEIGHTS
151 SCENIC HIGHWAY, N.
P. O. BOX 129
BABSON PARK, FL 33827-0127

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
10/30/1998-12/28/1998

UTILITY NAME

MANAGER

MAYOR, TOWN OF LAKE HAMILTON
P. O. BOX 126
LAKE HAMILTON, FL 33851-0126

MAYOR, TOWN OF POLK CITY
P. O. BOX 1139
POLK CITY, FL 33868-1139

MAYOR, VILLAGE OF HIGHLAND PARK
1337 NORTH HIGHLAND PARK
LAKE WALES, FL 33853-7422

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

SO. FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
WEST PALM BEACH, FL 33416-4680

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

EXHIBIT "G"

WILL BE LATE FILED

(Affidavit of Customer Notice)

EXHIBIT "H"

WILL BE LATE FILED

(Affidavit of Newspaper Publication)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DEPOSIT

DATE

In re: Application for Authority)
to Transfer the Facilities of)
VILLAGE WATER, LTD. and)
Certificate Nos. 585-W and 503-S)
in Polk County, Florida to)
AQUASOURCE UTILITY, INC.)
_____)

D037 -

NOV 24 1998

Docket No. 981697-125

APPLICATION OF AQUASOURCE UTILITY, INC.
FOR AUTHORITY TO TRANSFER FACILITIES AND
CERTIFICATE NOS. 585-W AND 503-S

RECEIVED-FPSC
58 NOV 23 PM 2:12
REGISTRATION AND REPORTING

AQUASOURCE UTILITY, INC. (hereinafter referred to as "AquaSource" or "Buyer") by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code and Section 367.071, Fla. Stat., files this Application for authority to Transfer Certificates Nos. 585-W and 503-S currently held by Village Water, Ltd. ("Seller") to Buyer. In support of this Application, Seller states:

1. The complete name and address of the Seller, is:

Village Water, Ltd.
Post Office Box 2211
Lakeland, FL 33806

2. The complete name and address of the Buyer is:

AquaSource Utility, Inc.
16810 Barker Springs, Suite B-215
Houston, TX 77084

3. The name and address of the person authorized to receive notices and communications in respect to this application is:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

RECEIVED
NOV 23 4 25 PM '98
REGISTRATION AND REPORTING