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August 9, 1993

JOHN R. WODRASKA
SPECIAL CONSULTANT
(NOT A MEMBER OF THE FLORIDA BAR)

Mr. Steve Tribble, Director
Division of Records & Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, FL 32301

RE: Turkey Creek Utilities, Inc.
Docket No. [REDACTED]

Dear Mr. Tribble:

Enclosed please find the original and fifteen copies of the
Prefiled Testimony of Norwood Hope which is being filed on behalf
of our client, Turkey Creek Utilities, Inc.

Should you have any questions or concerns regarding the
above, please do not hesitate to contact me at your earliest
convenience.

Sincerely,

ROSE, SUNDBSTROM & BENTLEY

John L. Wharton
John L. Wharton, Esq.
For The Firm

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG JLW/lm
- LEG Encl.
- LIN Chris + 3
- OPC _____
- RCH _____
- SEC _____
- V [initials]
- OTM _____

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FPSC-ALBANY

DOCUMENT NUMBER-DATE
08595 AUG-93
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application for certificates)
to provide water and wastewater)
service in Alachua County under)
grandfather rights by TURKEY CREEK,)
INC. & FAMILY DINER, INC. d/b/a)
TURKEY CREEK UTILITIES)

DOCKET NO. 921098-WS

**PREFILED TESTIMONY OF
NORWOOD HOPE**

DOCUMENT NUMBER-DATE

08595 AUG-98

FLORIDA RECORDS CENTER ONLINE

1 PREFILED TESTIMONY OF NORWOOD HOPE

2 Q. Will you please state your name and business address for
3 the record?

4 A. Norwood W. Hope, 158 Turkey Creek, Alachua, FL 32615.

5 Q. How long have you been in charge of Turkey Creek Utili-
6 ties?

7 A. For seventeen plus years.

8 Q. Would you give a brief history of Turkey Creek, and why it
9 was created, for the benefit of the panel?

10 A. The Turkey Creek project is presently a 600+ acre residen-
11 tial-recreational community which is highly restricted and
12 maintained with private roads, only one entrance, security
13 service and underground utilities. Private water and
14 sewer services were originally planned to be made avail-
15 able and Turkey Creek Utilities was organized and permit-
16 ted prior to any construction in Turkey Creek. Its ini-
17 tial and continuing purpose was to furnish water and sewer
18 service for approximately 5,500 connections in Turkey
19 Creek and another 4,500 in surrounding adjacent areas.
20 Its business is to furnish water and sewer to its custom-
21 ers under reasonable conditions and charges.

22 The Turkey Creek development was a Development of
23 Regional Impact. Within our DRI application were maps,
24 and narrative references, regarding the territory which
25 the water and wastewater utilities would serve and the

1 nature of the facilities which that territory would be
2 served by. Attached hereto, as Composite Exhibit "A," are
3 the relevant portions of Turkey Creek's DRI.

4 Q. Would you please tell the panel about the regulatory
5 history of Turkey Creek?

6 A. It is a private utility and has never been regulated by
7 anyone. We have, throughout our history, attempted to
8 cooperate with and accommodate, the City of Alachua who
9 never had jurisdiction over our utility. The City eventu-
10 ally passed an ordinance which purported to give it some
11 powers to regulate Turkey Creek but I am now advised from
12 my attorney that, in point of fact, that ordinance vio-
13 lates Florida law. At any rate, we would routinely give
14 the City notice of any changes in our rates, fees, and
15 charges. This process always worked well and the custom-
16 ers of the utility were always charged the rates, fees and
17 charges, and continue to be charged such rates, fees and
18 charges, which are reasonable and commensurate with utili-
19 ties of Turkey Creek's size and utilities in the immediate
20 area. As for Alachua County, they have never exercised
21 any jurisdiction over the utility.

22 Q. When did you first learn that your utility would come
23 under the jurisdiction of the Florida Public Service
24 Commission?

25 A. We received a letter from the PSC on August 7, 1992 in

1 forming us that we were going to be under the PSC effec-
2 tive June 30, 1992, and that an informal meeting would be
3 held on September 2, 1992.

4 Q. Please describe the initial contacts between yourselves
5 and the Commission staff?

6 A. Our initial contact with the PSC staff was at the informal
7 meeting on September 2, 1992 and the main person we talked
8 to was Mrs. JoAnn Chase. She informed us at that time
9 that all of our rates which were effective on June 30,
10 1992 would be "grandfathered" in and that she had gotten a
11 copy of them from the City of Alachua. She further in-
12 formed us that we needed to make sure we included all of
13 the territory that the utility was intended to serve as
14 this would automatically be grandfathered in. She specif-
15 ically stated that it would be very difficult to add
16 additional territory once we received our certificate.
17 She stated the process would take several months and that
18 it was merely a formality so that we could obtain our
19 certificate. We inquired at that time about future in-
20 creases in our rates and she told us that our current
21 rates would automatically be grandfathered in and that
22 there was a process we needed to follow for any future
23 rate increases, but that we should obtain our certificate
24 first. We did not even attempt to accumulate and send to
25 the Commission information to support a change in our

- 1 rates. Rather, we merely accumulated the information
2 necessary to apply for a grandfather certificate and have
3 attempted to cooperate with the staff so that we would be
4 grandfathered under the process as it was explained to us.
5 A true and accurate copy of the application which we
6 eventually filed with the PSC is attached to my testimony
7 as Composite Exhibit "B."
- 8 Q. What other persons or entities became involved in this
9 grandfathering process?
- 10 A. Besides various Commission staff members, the Turkey Creek
11 Master Owners Association, Inc., the City of Alachua, Sen.
12 George G. Kilpatrick, Jr., and various home owners re-
13 cruited by TCMOA have all become involved in one way or
14 another in our application. Particularly the TCMOA, and a
15 few specific customers, have done everything in their
16 power to make the utility look bad in the eyes of the
17 Commission staff. In fact, I believe that the homeowners
18 and the TCMOA are the main reason that the grandfathering
19 process didn't go like we expected it to go and didn't go
20 like Ms. Chase said it would. All we are asking, and all
21 we have ever asked, is that all of our rates, fees,
22 charges and conditions of service which were in effect on
23 the date Alachua County gave the Commission jurisdiction
24 over our utility be "grandfathered" in by the Commission
25 as we understand has always been the Commission's policy

- 1 and as was represented to us by the Commission staff as to
2 what was going to occur.
- 3 Q. Will you please describe all of the rates, fees and condi-
4 tions of service which Turkey Creek was charging or was
5 authorized to charge on June 30, 1992.
- 6 A. Those are all contained within the application, Composite
7 Exhibit "B," and in the Commission's file. My testimony
8 regarding those rates, fees, charges and conditions of
9 service will not, at least not in my direct testimony, be
10 particularly detailed because I was never requested by the
11 Commission staff, nor do I understand that I am required,
12 to put on a "mini-rate case." Rather, I fairly presented
13 what was requested of me to the Commission staff and to
14 the extent that the Commission has proposed to implement
15 rates, fees, charges and conditions of service which were
16 different than those which Turkey Creek properly request-
17 ed, I felt no choice but to ask for a formal administra-
18 tive hearing.
- 19 Q. Do you believe the Commission gave Turkey Creek all of the
20 territory to which it was entitled? Please refer to
21 exhibits where appropriate.
- 22 A. No. In fact, we only received a small portion of the
23 territory for which we had applied. This was particularly
24 bothersome since the utility's territory, and the initial
25 design capacity, and we have been able to maintain the

1 utility in accordance with all environmental and drinking
2 standard laws and regulations without rates which provided
3 a positive cash flow! We had consistently considered
4 Turkey Creek's territory to be that area outlined in
5 Composite Exhibit "A" until the Commission staff issued
6 its recommendation that we be granted less territory.

7 Q. Please describe for the panel the intended service terri-
8 tory of the utility and provide a brief history of how
9 that territory was determined and established.

10 A. Turkey Creek Utilities was designed to accommodate approx-
11 imately 10,000 connections and with some modification this
12 could be adjusted to many more. The Staff's Recommenda-
13 tion seems to me to prevent proper planning and fails to
14 promote environmental needs which are accommodated by the
15 provision of central water and sewer service. To deny
16 Turkey Creek its natural and contemplated service territo-
17 ry, particularly when there are no other central providers
18 of water and sewer service around, when Turkey Creek has
19 substantial available capacity doesn't promote any sound
20 policy that I can envision. Frankly, I believe the reason
21 we didn't get all of the territory we applied for is
22 because certain vocal homeowners convinced the Commission
23 staff that this utility was somehow not "deserving" to be
24 grandfathered all its rates, fees, charges, territories,
25 and conditions of service that it was charging on the date

1 the Commission received jurisdiction from Alachua County.

2 Q. Does the utility have ample capacity to provide service to

3 the territory which you believe is the utility's service

4 area?

5 A. Absolutely, the service territory that the utility was

6 always intended to serve the original 1,000 acres in the

7 DRI of Turkey Creek and approximately 150 acres on U.S.

8 441 to the east of Turkey Creek. However, the sizing of

9 the lines, etc., made it possible for TCU to serve much

10 more area than this. The territory was determined by the

11 area that we projected would ultimately be densely popu-

12 lated enough to make central water and sewer service

13 feasible.

14 Q. Is it your position that the rates approved by your Board

15 of Directors on August 27, 1991 were the lawful rates of

16 Turkey Creek on June 30, 1992 (the date the Commission

17 received jurisdiction over Turkey Creek) rather than the

18 prior rates which were approved by your Board on December

19 26, 1990?

20 A. The rates which we put into effect on August 27, 1991 were

21 and are the lawful rates. We had no one regulating Turkey

22 Creek Utilities at that time and these were the rates. We

23 passed and implemented these rates in the exact same

24 fashion that we had always passed and implemented rates.

25 That is, the Board met and specifically decided that a

1 rate increase was appropriate. The minutes of that spe-
2 cial meeting of the Board of Directors, and the rates we
3 approved on August 27, 1991, are attached hereto as
4 Exhibit "C." In fact, there is absolutely nothing that
5 would make the December 26, 1990 rates (the rates the
6 Commission's staff has recommended be "grandfathered") any
7 more legitimate than our rates of August 27, 1991. We
8 were operating in a regulatory vacuum and we were attempt-
9 ing, as we always had, to implement rates which would
10 continue the viability of the utility and provide a high
11 quality of service to the customers at a rate that was
12 reasonable. Even the Commission staff acknowledges that
13 our quality of service is good.

14 I don't see any reason why Turkey Creek Utilities
15 should be punished for the fact that the County dropped
16 the ball and did not properly regulate the utility, if in
17 fact it was the County that should have been performing
18 that service. Turkey Creek would have cooperated with any
19 regulatory authority as long as we believed that authority
20 was complying with the law and was being fair to us.
21 However, there was no such regulatory authority at that
22 time and we essentially did business the same way we had
23 always done it in our fifteen plus years of existence. By
24 the way, the August 27, 1991 rates were the rates JoAnn
25 Chase got from the City of Alachua when she first con-

1 tacted the City, which was later confirmed by her to us.
2 This is why it was particularly upsetting for the City to
3 later claim that it had never seen the August 27, 1991
4 rates.

5 Q. The staff suggested that Turkey Creek "illegally"
6 increased its rates twice since the Commission received
7 jurisdiction in Alachua County, once in September, 1992
8 and again in November, 1992. Will you please comment on
9 these rate "increases"?

10 A. We never increased our rates above those approved and put
11 into place on August 27, 1991. We just merely did not
12 give as much discount as we had previously given. The
13 discount which we had previously provided was specifically
14 contemplated by the Board when they voted to increase the
15 rates on August 27, 1991, as the minutes clearly reflect.
16 We had, doing business the same way we had always done
17 business, implemented a certain rate on August 27, 1991.
18 If you went to the City and requested a copy of our rates,
19 you would receive the August 27, 1991 rates. If you came
20 to Turkey Creek's offices, or looked at Turkey Creek's
21 tariffs and requested our rates, you would receive the
22 rates implemented and authorized on August 27, 1991.
23 While Turkey Creek had charged rates to its customers,
24 through the implementation of a completely voluntary
25 discount which we had undertaken for business reasons, the

1 August 27, 1991 rates were the authorized rates of the
2 utility this entire time.

3 As I understand it, if we had implemented the full
4 August 27, 1991 rates on August 28, 1991 in their entire-
5 ty, then the Commission staff would have recommended that
6 those rates be "grandfathered." In other words, if the
7 customers would have actually paid a higher rate from
8 August, 1991 until June, 1992, when the Commission
9 received jurisdiction from Alachua County, then there
10 would be no controversy over the implementation of the
11 August 27, 1991 rates. However, since the utility actual-
12 ly decided to temporarily discount the rate, which direct-
13 ly benefitted the customers and certainly not the utility,
14 the utility is now to suffer the difference. This is
15 certainly an example of how Turkey Creek did not abuse its
16 "captive" customers. We could have simply implemented the
17 higher rate and since there was no regulatory authority
18 over the utility, the customers would not have had a say
19 in the matter. Additionally, we would now be "grand-
20 fathered" the higher rates and the controversy on this
21 particular issue would not exist. Turkey Creek would have
22 greatly benefitted to the customers detriment. However,
23 since the customers were given a discount, now the utility
24 has been set up by the Commission's staff to suffer the
25 difference. In retrospect, in view of the staff's posi-

1 tion, perhaps it would have been better if the customers
2 would have merely been charged the higher rates the entire
3 time. However, I don't think this is the policy the
4 Commission is attempting to promote.

5 I want to emphasize as clearly as possible that Turkey
6 Creek Utilities never considered the rates after August
7 27, 1991 to be anything other than those rates which were
8 authorized on that date. The utility would never have
9 charged the lower rate, which directly benefitted the
10 customers, if it knew or believed that at some future date
11 a regulatory authority would refuse to implement the
12 August 27, 1991 rates merely because of that temporary
13 discount. The only people who do not understand this are
14 those who chose not to understand it.

15 Q. Please describe the process by which Turkey Creek, prior
16 to June 30, 1992, approved its rates, implemented these
17 rates, and notified the City of their existence.

18 A. We have always adjusted our rates ourselves with no in-
19 volvement with any regulatory agency. As a courtesy, we
20 would notify the City of the rates we had put into effect,
21 and request that they contact us if they had any comments.
22 However, we never heard from them a single time. We want
23 to emphasize that we didn't feel we had to give any notice
24 to the City, but rather did it as an attempt to accommo-
25 date the City.

1 Q. The Commission's Order says that the City confirmed to the
2 Commission staff that the current rates were never
3 "approved" by the City. Please comment on that.

4 A. First of all, I guess that is technically true since the
5 City didn't have the power to "approve" the rates and we
6 never believed or acted as though the City had the power
7 to approve our rates. There was absolutely no law giving
8 the City that power. Although at one time the City passed
9 an ordinance stating that they were going to regulate
10 utilities in the City of Alachua, this was not until
11 October 7, 1991, which was after our rate adjustment of
12 August 27, 1991. When the City of Alachua passed their
13 Ordinance, we informed the City Attorney at that time that
14 they had no jurisdiction over Turkey Creek Utilities since
15 the state law states that Alachua County was the only one
16 who had any regulatory power. Of course, this became moot
17 because the PSC stepped in. However, upon receiving a
18 copy of their Ordinance, we furnished them another copy of
19 our August 27, 1991 rates. In point of fact, that is at
20 least the second time we had provided the City with a copy
21 of our August 27, 1991 rates (which they later denied even
22 knowing of). The City of Alachua has never had any power
23 to approve or disapprove Turkey Creek Utilities' rates and
24 charges and we have certainly never sought the City's
25 "approval." Rather, we have tried to work with the City

1 to the benefit of all parties.

2 Q. Therefore, the staff's finding that states that Turkey
3 Creek did not advise the City of the rate increase of
4 August 27, 1991 is incorrect?

5 A. Yes, but it really doesn't make any difference because
6 they did not have regulatory power over Turkey Creek
7 Utilities. Still, I strongly disagree with the City, as
8 outlined above, that we did not provide them with notice
9 of our August 27, 1991 rates.

10 Q. Would you comment on the staff's contention that the City
11 was not even aware of the August 27, 1991 rates until the
12 staff brought these rates to the City's attention at a
13 meeting with the City in early December of 1992?

14 A. Again, it really doesn't matter what inaccuracies the City
15 of Alachua told about the rates. When Edie Xanders was
16 here, we sent someone to the City of Alachua to obtain a
17 copy of the rates which showed what rates we had in effect
18 and they furnished this person a copy of our August 27,
19 1991 rates which in turn were given to Mrs. Xanders. This
20 was prior to the date the City later claimed it "first
21 learned" of the rates.

22 It is important to know that the City has its own
23 agenda with regard to Turkey Creek Utilities. The City of
24 Alachua has been interested in obtaining control of Turkey
25 Creek Utilities for years and they have always had to put

1 Turkey creek Utilities in a bad light so that in some way
2 the acquisition would be cheaper. Representatives of the
3 City of Alachua have not been truthful as we have previ-
4 ously stated, but they had no power in any case to approve
5 or disapprove or regulate Turkey Creek Utilities in any
6 way. The City had our rates and disseminated them in lots
7 of instances. They handed them out to the general public
8 and even did a comparison of our rates with the City's
9 rates. See Exhibit "D." For them to now say they never
10 knew of the August 27, 1991 rates (for whatever importance
11 the Commission staff seems to attach to that representa-
12 tion) seems ludicrous.

13 Q. Would you compare your rates (those you were authorized to
14 charge on June 30, 1992) to the rates of the City of
15 Gainesville or any other utility in a close proximity to
16 Turkey Creek?

17 A. See Exhibit "E." As you can see, our rates compare very
18 favorably with the rates of other utilities in this area,
19 especially taking into account the ability of the City to
20 subsidize its rates from other funding sources. In fact,
21 I don't believe anyone, whether it is the Commission staff
22 who has professional knowledge of such matters, or whether
23 it is the TCMOA, who apparently would do or say anything
24 to undermine the utility, is saying anything any diffe-
25 rent. Even assuming that our rates were high, it is still

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1 our understanding and position that we were entitled,
2 under law and Commission precedent, to be "grandfathered"
3 the appropriate rates, fees, charges and conditions of
4 service. However, I particularly don't understand the way
5 this entire matter has unfolded like it has since I
6 believe that our rates were fair and reasonable for a
7 utility of our size and circumstance.

8 Q. The provision of public fire protection in Turkey Creek
9 has been a matter of some controversy. Will you briefly
10 describe the background of the provision of public fire
11 protection in Turkey Creek for the panel?

12 A. The fire hydrant rental and service fee has been in effect
13 for the past several years. TCMOA has paid this charge by
14 check and that can be verified by TCMOA's own records.
15 This charge was patterned after the Gainesville Regional
16 Utilities' charge to Alachua County for fire hydrant
17 rental and service fee for fire hydrants outside the
18 Gainesville city limits and said charge has been in effect
19 for many years. The GRU charges \$18.50 per hydrant per
20 month. Compared to that, Turkey Creek's charge of is more
21 than reasonable. Our hydrants belong to and are main-
22 tained by Turkey Creek Utilities. Despite this, the TCMOA
23 has refused to pay Turkey Creek's bills.

24 Q. So, the utility has not been getting paid for public fire
25 protection and yet has continuously provided this service?

1 Q. Are you aware that there were formal procedures for the
2 implementation of a rate increase before the Public Ser-
3 vice Commission and that small utilities may be entitled
4 to a type of rate case called a staff-assisted rate case?

5 A. Yes. We have told the staff that we would be perfectly
6 happy to be of any assistance whatsoever in a staff-
7 assisted rate case but no one has advised us of the par-
8 ticulars concerning this. All they have said is that we
9 should request a rate increase after the certificate case
10 if we believe one is justified.

11 Q. Has Turkey Creek ever supplied to the Commission the bulk
12 of the information required for a rate case?

13 A. No. All we supplied to the staff was the information they
14 requested, and the correct and proper information about
15 the rates, fees, charges, and conditions of service which
16 were in effect on the date the Commission received juris-
17 diction from Alachua County.

18 Q. Therefore, it is your contention that a variety of the
19 rates, fees, service charges and conditions of service to
20 which you believe you are entitled to be "grandfathered"
21 were neither grandfathered nor were they the subject of
22 the proper proceeding before the Commission in which the
23 Commission would have the proper information in order to
24 substantially change the same?

25 A. I cannot say what information the Commission has. How-

1 ever, I do know that I have never been asked to apply for
2 any type of a rate case and I have never intentionally
3 applied for any type of a rate case. Rather, my under-
4 standing throughout has been that my rates would be grand-
5 fathered and that the process was automatic. I never
6 understood our burden to be that we were required to
7 unilaterally justify everything the utility was doing
8 while the staff, certain customers, and the TCMOA took pot
9 shots at us.

10 Q. Please tell the panel how the utility has historically
11 processed customer deposits.

12 A. We have always had a deposit and not paid any interest on
13 the deposit as we have had a signed contract with the
14 customer stating that no interest would be paid. We have
15 never had any problems with our deposits or depositors.
16 What the Commission staff has proposed is certainly not
17 the "grandfathering in" of the way we have traditionally
18 handled our deposits.

19 Q. Do you have a problem with what the staff has recommended
20 in this case regarding your customer deposits?

21 A. Yes. I think it will cost the utility money but I am
22 willing to go along with no deposit as long as they allow
23 us to charge a prepaid \$40.00 cut-on and \$40.00 cut-off
24 fee.

25 Q. Please address the late payment fee which Turkey Creek has

- 1 been charging its customers.
- 2 A. Our late payment fees were fair and reasonable. For
3 instance, Alachua County charges a wastewater treatment
4 plant inspection fee of \$750.00. If you do not pay the
5 bill within thirty days of the date of the invoice, the
6 late fee is 50% of the base fee (\$375.00) plus 5% of the
7 base fee. Accordingly, it is apparent that some govern-
8 mental bodies set very high late fees in order to give
9 those to whom they assess charges incentive to pay the
10 bills on time. Our late fee was appropriate to accomplish
11 that purpose without being in any way too high or unfair
12 to the customers. In fact, the TCMOA actually charges a
13 late fee of \$20.00 or 10%, whichever is greater. The
14 staff has refused to recommend that these late fees be
15 grandfathered but rather has unilaterally changed those
16 late fees. Again, as with so many of our rates and
17 charges, there was no contention that our rates were
18 "illegal," or that we were not charging a certain rate on
19 the date the Commission took jurisdiction from Alachua
20 County, but rather that the staff just didn't like the
21 level of that particular rate. The late fee is an example
22 of this.
- 23 Q. What service availability charges were in effect as of
24 June 30, 1992 at Turkey Creek?
- 25 A. Those service availability charges were accurately

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- 1 reflected in our application and in the correspondence and
2 follow-up information provided to the staff. See Exhibit
3 "B."
- 4 Q. When and how were these charges established and implement-
5 ed?
- 6 A. These charges were established and implemented by the
7 Board of Directors on August 27, 1991. Again, we set and
8 establish those charges the same way we had always set and
9 established all of our charges.
- 10 Q. How do these charges compare to the City of Gainesville?
- 11 A. They compare very favorably with the City of Gainesville
12 which is a very large utility.
- 13 Q. Please comment on the changes the Commission staff has
14 recommended for the utility's service availability
15 charges.
- 16 A. Again, to the extent that charges differ from those re-
17 quested, I feel that I am not being treated fairly or
18 uniformly in that my rates have not been grandfathered as
19 the Commission staff represented they would be.
- 20 Q. Would you comment on the utility's current meter installa-
21 tion charges and the staff recommended meter installation
22 charges?
- 23 A. This is a good example of the staff coming in and imple-
24 menting a rate that will actually cost the utility money
25 and force them to install meters at the utility's expense

1 without compensation. Not only did they not grandfather
2 in the appropriate rates but they have actually implement-
3 ed a rate that doesn't even cover our cost. Our cost, as
4 revealed by Exhibit "F" is \$391.56 for a 5/8" meter and
5 \$494.59 for a 1" meter. Turkey Creek can simply not
6 afford to give services away nor do I believe it is fair
7 or proper for the Commission to expect us to do so. The
8 utility can only continue to be economically viable if it
9 covers its cost and receives a fair return on its invest-
10 ment. This has always been our theory in setting rates
11 and that was our theory in setting all the rates, fees,
12 and charges that were in effect on June 30, 1992.

13 Q. The Commission's Order alleged that the utility has, "on
14 its own initiative," installed certain 1" meters rather
15 than 5/8" meters, and that you have "offered no explana-
16 tion for (this) practice." Would you please comment on
17 this?

18 A. Turkey Creek has from day one had a policy of requiring a
19 minimum of a 5/8" water meter on small homes and small
20 lots and attached homes and a minimum of a 1" meter for
21 all other homes. This was done because of the amount of
22 water that the different meters can advance. This was the
23 policy that was in existence on June 30, 1992 and the
24 policy that we believe should be "grandfathered in."

25 Q. Please explain Turkey Creek's traditional "application for

1 service" and comment on how the staff recommended that
2 application be changed.

3 A. Turkey Creek has revised its application to reflect only
4 the cut-on and cut-off fees with the timing of payments
5 and late fees to conform with PSC regulations. The bal-
6 ance of the application will remain the same for the
7 protection of the utility and its customers. At any rate,
8 the application which the Commission staff reviewed and
9 suggested be changed was the application that was in place
10 on the date the Commission received jurisdiction from
11 Alachua County.

12 Q. Do you think you have been treated fairly by the Commis-
13 sion in this matter?

14 A. No, we have been and continue to be persecuted.

15 Q. Your relationship with the Homeowners Association, and
16 some of the homeowners, has not been as good as it could
17 be, is that true?

18 A. Yes, there are a few homeowners who undoubtedly have a
19 vendetta against me personally. In fact, I believe this
20 is at the root of the problem. Some how, some way this
21 matter devolved into a popularity contest rather than the
22 grandfathering process which I expected to occur.

23 Q. Despite that, please describe the quality of service at
24 Turkey Creek Utilities?

25 A. I would classify our service and product at Turkey Creek

1 Utilities as excellent. This can be verified with the
2 DER.

3 Q. Do you believe it is fair that Turkey Creek should be
4 "punished" for having operated in a regulatory vacuum for
5 so long?

6 A. Why should we be punished? It isn't our fault someone
7 wasn't doing their job. However, I can say that with as
8 much property as we own in Turkey Creek and the value of
9 same, it certainly is important to us that things run
10 properly and we have always tried to furnish a good prod-
11 uct and good service at a reasonable price. Anything to
12 the contrary would be detrimental to us and our ultimate
13 aim of making money in Turkey Creek.

14 Q. Will you please briefly recap your testimony?

15 A. Yes. Turkey Creek has operated this system for the commu-
16 nity of Turkey Creek, and the immediately adjacent areas,
17 for seventeen plus years and has operated under the syste-
18 matic inspections and directions of the Alachua County
19 Office of Environmental Protection and the Florida State
20 Department of Environmental Protection. Turkey Creek has
21 operated in an approved and professional manner to serve
22 an environmental necessity. Turkey Creek has always
23 operated at a loss - not through any fault of management
24 or operations - but simply because of not ever having over
25 290 customers and its desire to maintain the rates and

1 charges for those customers at a reasonable and fair
 2 level. Turkey Creek has been willing to do this because
 3 its corporate parent owned almost all of the property in
 4 Turkey Creek and it wanted this venture to be successful.
 5 However, in the past several years, the corporate parent
 6 has sold the Turkey Creek Golf Club and vast property
 7 holdings. The time is approaching when Turkey Creek
 8 should be recognized as an individual business and operate
 9 in its entirety as such. Turkey Creek has tried to coop-
 10 erate with the staff and to furnish all information and/or
 11 explanations when requested. I feel the only legal and
 12 morally right thing for the Commission to do is to treat
 13 Turkey Creek like it treats other utilities and to refuse
 14 to get caught up in the "popularity contest" that seems to
 15 have affected the staff. All we request is that our
 16 rates, fees, charges and conditions of service be grand-
 17 fathered as we understand and believe we have a right to
 18 have.

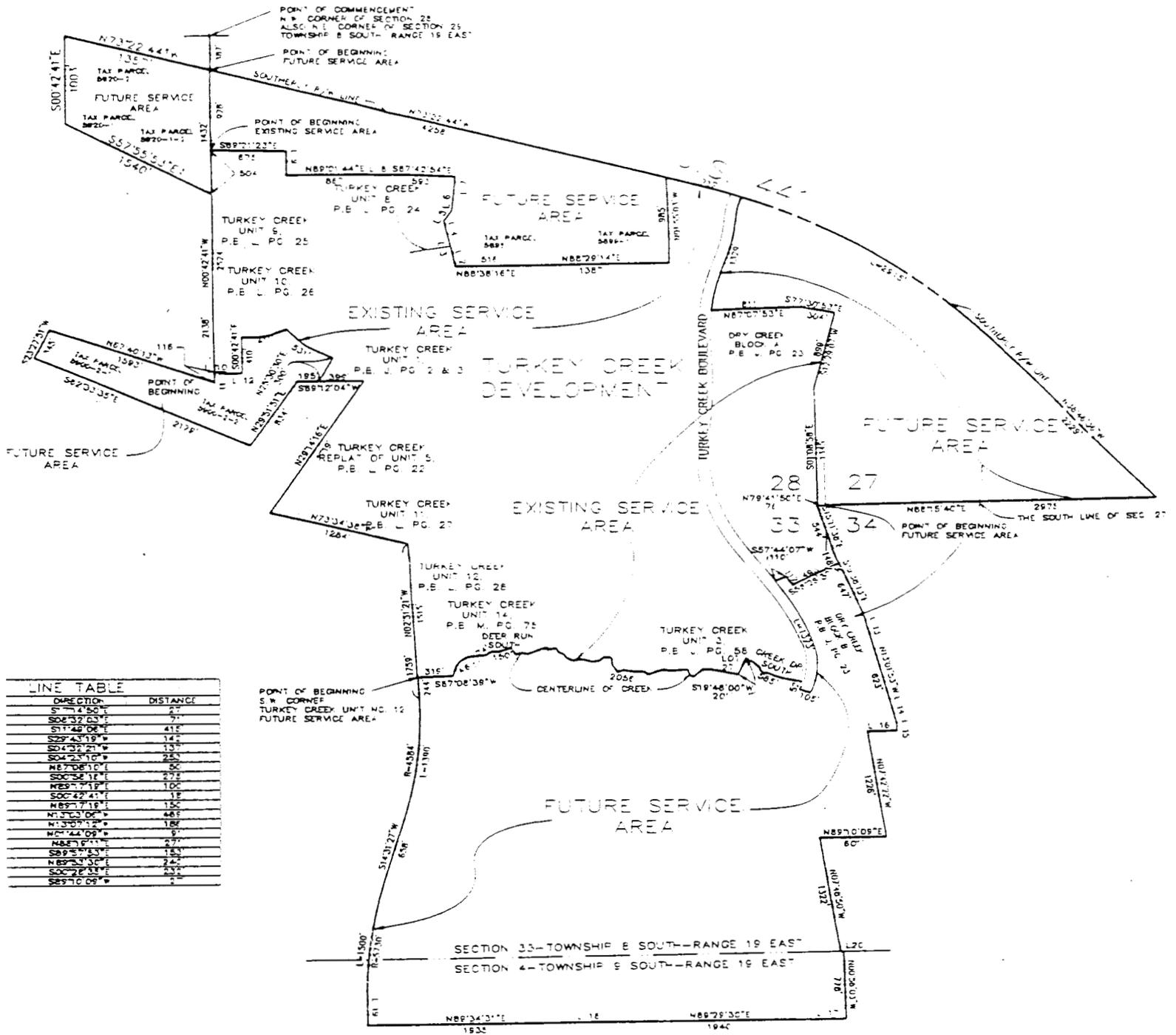
19 Q. Does this complete your direct testimony?

20 A. Yes, I could go on and on but it would be repetitious.

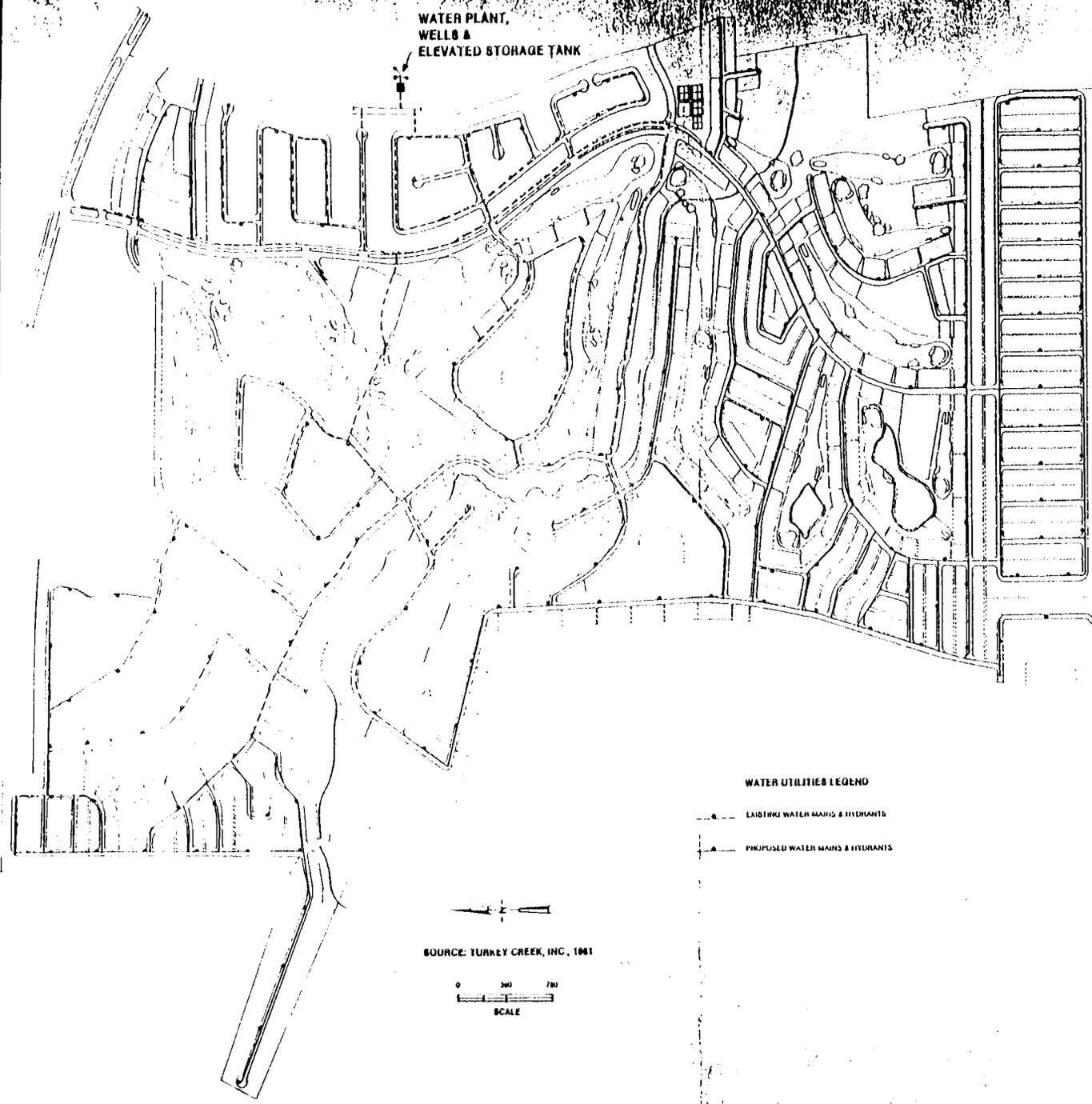
21
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turkey®prefiled.tmy

LIMITS



DIRECTION	DISTANCE
S 4° 50' E	27
S 06° 32' 03" E	77
S 11° 42' 00" E	41
S 22° 43' 19" W	14
S 04° 32' 21" W	13
S 04° 23' 10" W	25
N 87° 06' 10" E	56
S 00° 52' 12" E	27
N 85° 17' 12" E	100
S 00° 42' 41" E	18
N 85° 17' 16" E	150
N 73° 03' 02" W	48
N 13° 00' 12" W	16
N 01° 44' 09" W	9
N 88° 10' 11" E	27
S 89° 57' 53" E	15
N 88° 33' 55" E	24
S 00° 52' 12" E	27
S 89° 10' 09" W	4



WATER PLANT,
WELLS &
ELEVATED STORAGE TANK

WATER UTILITIES LEGEND

- - - EXISTING WATER MAINS & HYDRANTS
- - - PROPOSED WATER MAINS & HYDRANTS

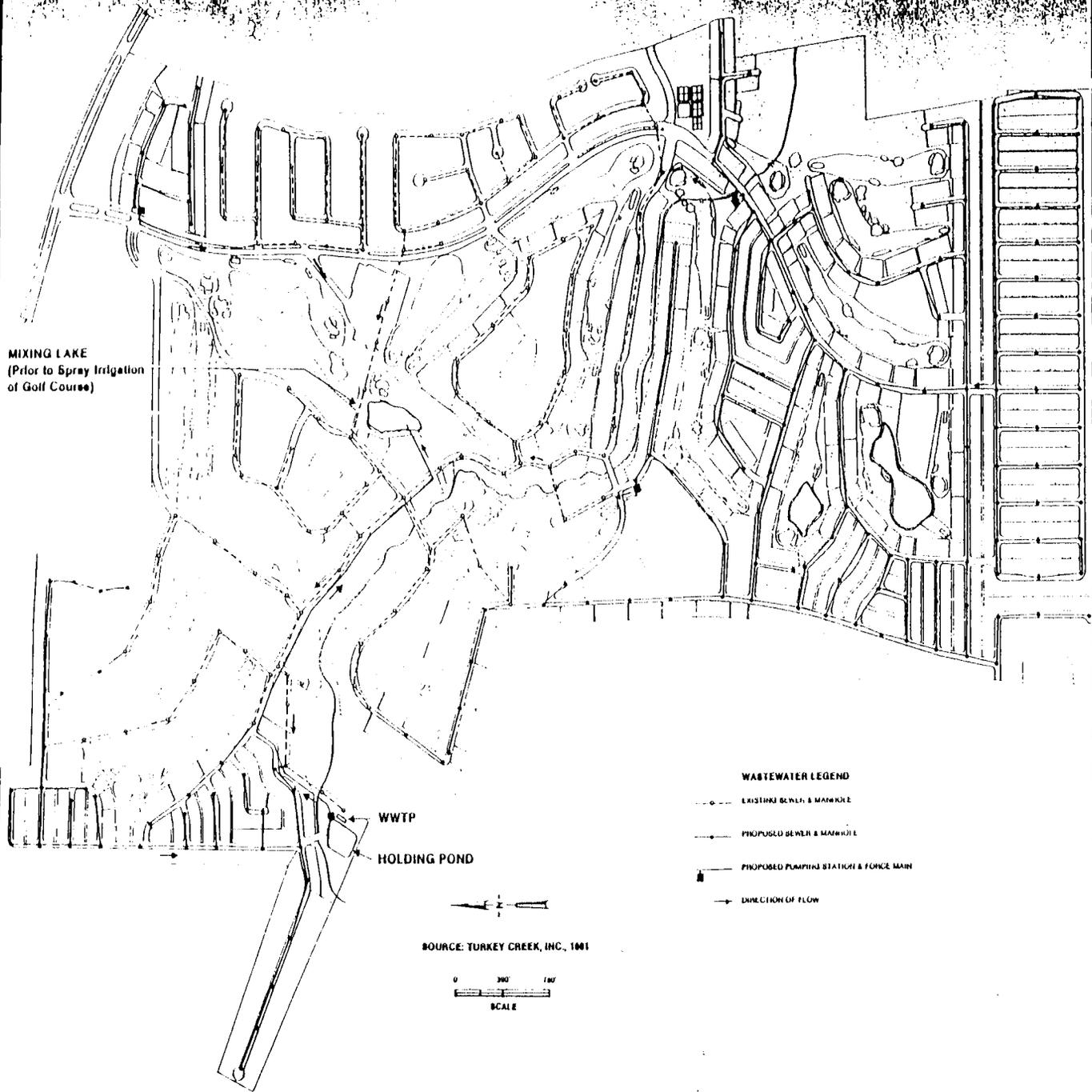
SOURCE: TURKEY CREEK, INC., 1981



Map H-3

Water Utilities

December 1981



MIXING LAKE
(Prior to Spray Irrigation
of Golf Course)

WWTTP
HOLDING POND

- WASTEWATER LEGEND**
- - - - - EXISTING SEWER & MAINLINE
 - - - - - PROPOSED SEWER & MAINLINE
 - - - - - PROPOSED PUMPING STATION & FORCE MAIN
 - DIRECTION OF FLOW

SOURCE: TURKEY CREEK, INC., 1981



Map H-2

Wastewater Utilities

December 1981

PUBLIC FACILITIES: WATER SUPPLY



SECTION 23

Table 23A.1. Projected Potable Water Demand

Phase	Source	Potable Water Demand (GPD)	Total Water Demand
Existing	Estate and patio homes	38,400	103,406 GPD (0.10 MGD)
	128 (300 GPD)		
	Villas and townhouses	15,006	
	82 (183 GPD)		
1985	Clubhouse and golf facilities	50,000	134,681 GPD (0.13 MGD)
	Lump Sum		
	Estate and patio homes	65,000	
	217 (300 GPD)		
1995	Villas and townhouses	19,681	394,451 GPD (0.39 MGD)
	107 (183 GPD)		
	Clubhouse and golf facilities	50,000	
	Lump Sum		
2005	Estate and patio homes	180,300	719,621 GPD (0.72 MGD)
	601 (300 GPD)		
	Villas and townhouses	164,151	
	897 (183 GPD)		
2015	Clubhouse and golf facilities	50,000	1,010,876 GPD (1.01 MGD)
	Lump Sum		
	Estate and patio homes	508,500	
	1695 (300 GPD)		
2026	Villas and townhouses	452,376	1,295,201 GPD (1.30 MGD)
	2472 (183 GPD)		
	Clubhouse and golf facilities	50,000	
	Lump Sum		
2026	Estate and patio homes	705,900	1,295,201 GPD (1.30 MGD)
	2353 (300 GPD)		
	Villas and townhouses	539,301	
	2947 (183 GPD)		
2026	Clubhouse and golf facilities	50,000	1,295,201 GPD (1.30 MGD)
	Lump Sum		

Table 23B.1. Potable/Non-Potable Water Supply (MGD)

Year Ending	Ground Water (Deep Wells)	On-Site Surface Water Supply	Off-Site Water Supply	Other	Total
Existing	0.10	0	0	0	0.10
1985	0.13	0	0	0	0.13
1995	0.39	0	0	0	0.39
2005	0.72	0	0	0	0.72
2015	1.01	0	0	0	1.01
2026	1.30	0	0	0	1.30

Note:

The above totals are for potable consumption only. One 6-inch diameter non-potable well exists and one additional is proposed next year as part of the golf course irrigation. No pumping rates are available, however, as their operation depends upon rainfall. The existing well is 200 feet deep and has a capacity of 750 GPM; the proposed well will be approximately 350 GPM.

C. IF WATER WELLS EXIST ON-SITE, LOCATE THEM ON MAP H AND SPECIFY THOSE THAT WILL CONTINUE TO BE USED. ALSO LOCATE ON MAP H ALL PROPOSED ON-SITE WELLS, EXCEPT THAT FOR RESIDENTIAL DEVELOPMENTS, IF INDIVIDUAL WELLS FOR EACH LOT ARE PROPOSED, INDICATE THE NUMBER OF UNITS TO BE SERVED, GENERAL LOCATIONS, AND ANY PLANS FOR EVENTUAL PHASE-OUT. INDICATE THE DIAMETER, DEPTH AND PUMPING RATES (AVERAGE AND MAXIMUM) FOR EACH OF THE EXISTING WELLS AND PROJECT THIS INFORMATION FOR THE PROPOSED WELLS (FOR LOTS SERVED BY INDIVIDUAL WELLS, THIS INFORMATION MAY BE GROUPED FOR PROJECTION PURPOSES). ALSO PROVIDE A BREAKDOWN OF THE WELLS WITH REGARD TO POTABLE AND NON-POTABLE SOURCES.

The three existing potable wells are indicated on Map H-3 at the water plant site. All three are expected to be used throughout the duration of this project, and they will be outfitted with larger pumping as necessary to meet the maximum daily requirements in 2026 of approximately 2.0 MGD.

The existing wells are 10 inches in diameter and approximately 300 feet deep. They are outfitted with vertical turbine pumps rated at 650 GPM at 356-foot TDH (75 HP and 1,750 RPM) each. They pump directly into a 200,000-gallon elevated storage tank which maintains a system pressure of between 50 and 65 psi at the plant. Depending upon the depth to the ground water, the pumps can produce up to 775 GPM each.

Individual wells are permitted at private homesites for irrigation purposes. The owner has no record of how many, if any, currently exist however. The only non-potable well that the owner is currently using is adjacent to the mixing lake on the golf course as the source of make-up water for irrigation. A similar type of well is proposed in conjunction with the additional holes to be constructed south of the creek (see note under Table 23B.1).

D. WHO WILL OPERATE AND MAINTAIN THE INTERNAL WATER SUPPLY SYSTEM AFTER COMPLETION OF THE DEVELOPMENT?

Turkey Creek Inc., shall operate and maintain the internal water supply system.

E. IF AN OFF-SITE WATER SUPPLY IS PLANNED, ATTACH A LETTER FROM THE AGENCY OR FIRM PROVIDING SERVICE OUTLINING: (1) THE PROJECTED EXCESS CAPACITIES OF THE WATER SUPPLY FACILITIES TO WHICH CONNECTION WILL BE MADE AT PRESENT AND FOR EACH PHASE THROUGH COMPLETION OF THE PROJECT, (2) ANY OTHER COMMITMENTS THAT HAVE BEEN MADE FOR THIS EXCESS CAPACITY, AND (3) A STATEMENT OF THE AGENCY OR FIRM'S ABILITY TO PROVIDE SERVICE AT ALL TIMES DURING AND AFTER DEVELOPMENT. (THE AGENCY MUST BE SUPPLIED WITH THE WATER DEMAND AND SUPPLY TABLES IN PARAGRAPHS A AND B ABOVE.)

No off-site water supply will be required by this project.

F. WHAT STEPS WILL BE TAKEN TO INSURE THAT WATER PRESSURE AND FLOW WILL BE ADEQUATE FOR FIRE PROTECTION FOR THE TYPE OF CONSTRUCTION PROPOSED?

As stated above, water pressure at the water plant site fluctuates between 50 and 65 psi due to the variable head in the elevated storage tank. The ground elevation at the plant is the highest point in Turkey Creek, allowing pressures of at least 40 psi to be maintained anywhere in the project.

Water mains vary in size from 12-inch to 8-inch PVC. Fire hydrants are located at a maximum spacing of 500 feet in areas where homesites exist.

PUBLIC FACILITIES: WASTEWATER MANAGEMENT



SECTION 21

SECTION 21. PUBLIC FACILITIES: WASTEWATER MANAGEMENT

A. PROJECT AVERAGE DAILY FLOW IN MGD OF WASTEWATER GENERATED BY THE DEVELOPMENT AT THE END OF EACH PHASE OF DEVELOPMENT. IF APPLICABLE, PROVIDE A TABLE DESCRIBING THE VOLUME AND CHARACTERISTICS OF ANY INDUSTRIAL OR OTHER EFFLUENTS.

Table 21A.1 presents the projected average daily flow of wastewater generated by the development. No industrial or special effluents will be generated by this development.

B. WILL ON-SITE TREATMENT AND DISPOSAL BE PROVIDED? IF SO, PROVIDE A DESCRIPTION OF THE PROPOSED SYSTEM, INCLUDING THE METHOD AND DEGREE OF TREATMENT AND THE QUALITY OF EFFLUENT. ALSO SPECIFY THE EXPECTED LIFE OF THE FACILITY. TO WHAT EXTENT WILL THIS FACILITY BE CAPABLE OF MEETING THE DEMANDS GENERATED BY THE PROJECT FOR ALL PHASES OF DEVELOPMENT? WHO WILL OPERATE AND MAINTAIN THE INTERNAL COLLECTION AND TREATMENT FACILITIES? SPECIFY RECEIVING BODIES OR OTHER MEANS OF EFFLUENT DISPOSAL. IF SPRAY IRRIGATION WILL BE USED, SPECIFY LOCATION AND APPROXIMATE AREA OF SPRAY FIELDS, CURRENT WATER TABLE CONDITIONS, PROPOSED RATE OF APPLICATION AND BACK-UP SYSTEM CAPACITY. INDICATE THE VOLUME OF SLUDGE AND THE PROPOSED METHODS FOR ITS TREATMENT AND DISPOSAL.

On-site sewage treatment will be provided by activated sludge treatment plants operating in parallel. The initial plant, as shown on Map H-2, is designed for an ultimate capacity of 350,000 GPD with 90 percent BOD and suspended solids removal. At present, the plant is operating under extended aeration and providing 95 percent reduction.

Construction of the second treatment facility will occur when loading of the initial plant reaches 80 percent of capacity. Under the anticipated development growth projected in Section 20, this point should be reached in 1995. Additional units will be designed to provide a minimum capacity of 650,000 GPD with 90 percent BOD and suspended solids removal. Both units are considered permanent structures, and will be of concrete construction.

Table 21A.1. Projected Average Daily Flow of Wastewater Generated by the Development

Phase	Source	Effluent Generated (GPD)	Total Output
Existing	Estate and patio homes 128 (250 GPD)	32,000	50,660 GPD (0.05 MGD)
	Villas and townhouses 82 (130 GPD)	10,660	
	Clubhouse and golf facilities	8,000	
	Lump Sum		
1985	Estate and patio homes 217 (250 GPD)	54,250	76,160 GPD (0.08 MGD)
	Villas and townhouses 107 (130 GPD)	13,910	
	Clubhouse and golf facilities	8,000	
1995	Estate and patio homes 601 (250 GPD)	150,250	274,860 GPD (0.27 MGD)
	Villas and townhouses 897 (130 GPD)	116,610	
	Clubhouse and golf facilities	8,000	
2005	Estate and patio homes 1081 (250 GPD)	270,250	523,560 GPD (0.52 MGD)
	Villas and townhouses 1887 (130 GPD)	245,310	
	Clubhouse and golf facilities	8,000	
2015	Estate and patio homes 1695 (250 GPD)	423,750	753,110 GPD (0.75 MGD)
	Villas and townhouses 2472 (130 GPD)	321,360	
	Clubhouse and golf facilities	8,000	
2026	Estate and patio homes 2353 (250 GPD)	588,250	979,360 GPD (0.98 MGD)
	Villas and townhouses 2947 (130 GPD)	383,110	
	Clubhouse and golf facilities	8,000	

Turkey Creek Inc., will operate and maintain the internal collection system, the lift stations, and the treatment facilities.

Treated effluent will be routed through a holding pond (of 3-day maximum flow capacity) and then pumped to a mixing lake on the golf course (see Map H-2). The ultimate disposal will be by spray irrigation of the golf course during the nighttime hours. The areas to be irrigated include the tees, greens, fairways, practice tee, and an average of 25 feet of rough contiguous with the fairways. The present 18-hole course contains approximately 89 acres under irrigation, with a future 9-hole course containing an additional 41 acres. With the ultimate flow from the subdivision in 2026, the rate of application will be:

$$130 (43,450) (1/7) X = 979,360/7.48$$

$$X = 0.162 \text{ feet or } 1.94 \text{ inches/week}$$

Until such time that sufficient effluent is generated, make-up water from an existing non-potable well will be added to the mixing lake.

Existing monitor wells on site indicate that the surface water table is in excess of 10 feet below the ground.

Turkey Creek, Inc. has access to an emergency generator should a power outage make back-up facilities necessary.

Assuming a solids content of 5 percent, the anticipated sludge volume at the design population will be approximately 315 cubic feet/day. The sludge will be removed, treated, and disposed of.

C. IF SEPTIC TANKS WILL BE USED ON SITE, INDICATE THE NUMBER OF UNITS TO BE SERVED, GENERAL LOCATION, AND ANY PLANS FOR EVENTUAL PHASE-OUT.

Septic tanks will not be used in this project.

D. IF OFF-SITE WASTEWATER TREATMENT IS PLANNED, ATTACH A LETTER FROM THE AGENCY OR FIRM PROVIDING TREATMENT OUTLINING: (1) THE PRESENT AND PROJECTED EXCESS CAPACITY OF THE TREATMENT AND TRANSMISSION FACILITIES TO WHICH CONNECTION WILL BE MADE AT PRESENT AND FOR EACH PHASE THROUGH COMPLETION OF THE PROJECT, (2) ANY OTHER COMMITMENTS THAT HAVE BEEN MADE FOR THIS EXCESS CAPACITY, AND (3) A STATEMENT OF ABILITY TO PROVIDE SERVICE AT ALL TIMES DURING OR AFTER DEVELOPMENT. [THE AGENCY MUST BE SUPPLIED WITH THE SEWERAGE GENERATION INFORMATION IN (A) ABOVE.]

No off-site treatment will be required by this project.

**APPLICATION FOR A GRANDFATHER CERTIFICATE
PURSUANT TO SECTION 367.171, FLORIDA STATUTES**

To: Director, Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for grandfather certificate(s) to operate a (water) and/or (wastewater) utility in Alachua County, Florida, and submits the following information.

PART I APPLICANT INFORMATION

- A) The full name (as it will appear on the certificate), mailing address and telephone number of the applicant:

Turkey Creek, Inc. &
Family Diner, Inc.
d/b/a Turkey Creek Utilities (904) 462-5653
Name of utility Phone No.

2900 Turkey Creek Boulevard
Office Street Address

Alachua, FL 32615
City State Zip Code

158 Turkey Creek, Alachua, FL 32615
Mailing address if different from street address

- B) The name, address and telephone number of the person to contact concerning this application:

Norwood W. Hope (904) 462-5653
Name Phone No.

2900 Turkey Creek Boulevard
Office Street Address

Alachua, FL 32615
City State Zip Code

- C) Indicate the organizational character of the applicant:
(circle one)

Corporation Partnership Sole Proprietorship

Other _____
(Specify. See Rule 25-30.035, Florida
Administrative Code)

**APPLICATION FOR A GRANDFATHER CERTIFICATE
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Alachua, FL 32615
City State Zip Code

- C) Indicate the organizational character of the applicant:
(circle one)

Corporation Partnership Sole Proprietorship

Other _____
(Specify. See Rule 25-30.035, Florida
Administrative Code)

- D) If the applicant is a corporation, list names, titles and addresses of corporate officers and directors. (Use additional sheet if necessary).

Norwood W. Hope, 158 Turkey Creek, Alachua, FL, Pres. & Dir.

N.Forest Hope, 158 Turkey Creek, Alachua, FL, V. Pres., Sec.
Treas, Dir.

- E) If the appliation is not a corporation, list names and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

PART II SYSTEM INFORMATION

A) WATER

- 1) Provide a description of the types of customers served, i.e., single family homes, mobile homes, duplexes, golf course clubhouses, commercial, etc.

single family residences, golf course clubhouse,
commercial

- 2) Indicate number of current customers by type:

Residential 267

General Service

Other (Describe below) 21

Description of "Other" Customers:

Commercial

- 3) Indicate permit numbers and dates of approval of facilities by the Department of Environmental Regulation (DER) or the agency designated by DER to issues permits:

N/A

4) Date the utility system was established.

1977

5) Exhibit 1 - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease.

B) WASTEWATER

1) Provide a description of the types of customers served, i.e., single family homes, mobile homes, duplexes, golf course clubhouses, commercial, etc.

single family residences, golf course clubhouse,

commercial

2) Indicate number of current customers by type:

Residential 267

General Service

Other (Describe below) 5

Description of "Other" Customers:

Commercial

3) Indicate permit numbers and dates of approval of facilities by the Department of Environmental Regulation (DER) or the agency designated by DER to issues permits:

Permit No. D001-136469 issued 5/26/88

4) Date the utility system was established.

1977

- 5) Exhibit 2 - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease.

PART III RATES AND TARIFFS

- A) Exhibit 3 - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibits 4 & 5 - The original and two copies of sample water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations, which shall be consistent with Chapter 25-9, Florida Administrative Code. Model tariffs are enclosed with the application package. The tariff must contain all rates, charges, and policies of the utility, including the service availability policy. Any rates, charges or policies not included in this tariff will not be approved by the Commission.

PART IV TERRITORY DESCRIPTION AND MAPS

Note: Refer to Instructions for preparation of territory description and map prior to completing this section.

A) **TERRITORY DESCRIPTION**

Exhibit 6 - An accurate description using township, range and section references of the territory the utility was serving or was authorized to serve on the day Chapter 367, Florida Statutes, became applicable. If the water and wastewater service territories are different, provide separate descriptions.

B) **TERRITORY MAPS**

Exhibit 7 - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400', along with the proposed territory plotted thereon by use of metes and bounds or quarter sections, and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

C) **SYSTEM MAPS**

Exhibits 8 & 9 - One copy of detailed map(s) showing existing lines and facilities and the territory to be served. Said map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for the water and wastewater systems.

PART V FILING FEE

Indicate the filing fee enclosed with the application:
\$2,250.00 (one fee for water and one for wastewater)

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee is determined by the capacity of the system. To determine the fee, equate the design capacity of the system and/or the plant to persons. One equivalent residential connection equates to 3.5 persons. One hundred gallons per day, per person (100 gpd/p) is accepted design criteria in representing water consumed per day per person and/or representing wastewater flow per day per person. If the design capacity of the system or plant is known in gallons then divide this figure by 100 to find the number of persons that can be served.

For systems with the capacity to serve:

1)	1 to 999 persons	\$ 150.00
2)	1,000 to 4,999 persons	\$ 900.00
3)	5,000 to 9,999 persons	\$ 1,500.00
4)	10,000 or more persons	\$ 2,250.00

PARCEL NO- 5885-003-000 1991 TAX NOTICE/RECEIPT, ALACHUA COUNTY REAL ESTATE

PAR NO	EX-TYPE	ESCROW CODE	MILLAGE CODE
100000000	0		1700

TAXING AUTHORITY	MILLAGE RATE	TAXES LEVIED
CO GEN	9.25500	6.00000
CO DEBT	2.00000	0.00000
LIBRARY	2.00000	0.00000
SCH GEN	9.00000	0.00000
SC BND3	1.20000	0.00000
SC BND4	1.20000	0.00000
SWN WTR	5.25000	0.00000
ALACHUA		

ALACHUA COUNTY *****
 AD-VALOREM ASSESSMENTS *****
 LAND 2,800
 IMP 4,500
 TOT 7,300
 EX
 NEX 7,300

 OUR RECORDS SHOW PRIOR *
 * YEAR TAXES ARE DUE *

TURKEY CREEK INC
 158 TURKEY CREEK
 ALACHUA, FL 32615-9572

SC TN RG ACRES
 27 08 19 1.38

COM SW COR SEC N ALONG W
 LINE SEC 228 FT N 88 DEG
 E 25 FT POB N 300 FT N 88
 CONTINUED ON CURRENT ROLL

ALACHUA COUNTY NON-AD VALOREM ASSESSMENTS

EVALUATING AUTHORITY ERUS RATE/BASE AMOUNT

TAL AMT	IF PAID NOV	IF PAID DEC	IF PAID JAN	IF PAID FEB	DUE MAR
	198.32	200.38	202.45	204.51	206.58

PLEASE READ THE REVERSE SIDE FOR ADDITIONAL INFORMATION. 33542

THIS UPPER PORTION IS FOR YOUR RECORDS; DETACH AND MAIL THE LOWER PORTION WITH YOUR PAYMENT ↓

5885-003-000 1991 TAX NOTICE/RECEIPT, ALACHUA COUNTY REAL ESTATE
 AD VALOREM AND NON-AD VALOREM ASSESSMENTS

TAL AMT	IF PAID NOV	IF PAID DEC	IF PAID JAN	IF PAID FEB	DUE MAR
	198.32	200.38	202.45	204.51	206.58

ESCROW CODE	MILLAGE CODE
	1700

 OUR RECORDS SHOW PRIOR *
 * YEAR TAXES ARE DUE *

MAKE CHECKS PAYABLE TO
 JIM BISHOP JR. TAX COLLECTOR
 COUNTY ADMINISTRATION BLDG
 GAINESVILLE, FL 32601-5383

ID 2,800
 4,500
 7,300
 7,300

TURKEY CREEK INC
 158 TURKEY CREEK
 ALACHUA, FL 32615-9572

PARCEL NO- 5900-002-002 1991 TAX NOTICE/RECEIPT, ALACHUA COUNTY REAL ESTATE

PAR NO.	EX-TYPE	ESCROW CODE	MILLAGE CODE
00000000	0		1700

TAXING AUTHORITY	MILLAGE RATE	TAXES	LEVY
CO GEN	9.000000	592.00	592.00
CO DEBT	1.000000	64.10	64.10
LIBRARY	1.000000	64.10	64.10
LIB BND	1.000000	64.10	64.10
CH GEN	9.000000	592.00	592.00
SC BND3	1.235000	79.16	79.16
SC BND4	1.235000	79.16	79.16
SWN WTR	1.517000	100.00	100.00
ALACHUA	5.250000	336.55	336.55

ALACHUA COUNTY *****
 AD-VALOREM ASSESSMENTS *****
 * YEAR TAXES ARE DUE *

LAND 25,000
 IMP 39,100
 TOT 64,100
 EX
 NEX 64,100

TURKEY CREEK INC
 158 TURKEY CREEK
 ALACHUA, FL 32615-9572

SC TN RG ACRES
 28 08 19 5.00

COM 3957.18 FT S OF NW
 COR SEC N 67 DEG 1592.95
 FT S 23 DEG W 344.99 FT S
 CONTINUED ON CURRENT ROLL

ALACHUA COUNTY NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY ERUS RATE/BASE AMOUNT

TOTAL AMT	IF PAID NOV	IF PAID DEC	IF PAID JAN	IF PAID FEB	DUE MAR
	1,741.17	1,759.33	1,777.48	1,795.60	1,813.74

PLEASE READ THE REVERSE SIDE FOR ADDITIONAL INFORMATION. 33545

THIS UPPER PORTION IS FOR YOUR RECORDS; DETACH AND MAIL THE LOWER PORTION WITH YOUR PAYMENT ↓

5900-002-002 1991 TAX NOTICE/RECEIPT, ALACHUA COUNTY REAL ESTATE
 AD VALOREM AND NON-AD VALOREM ASSESSMENTS

TOTAL AMT	IF PAID NOV	IF PAID DEC	IF PAID JAN	IF PAID FEB	DUE MAR
	1,741.17	1,759.33	1,777.48	1,795.60	1,813.74

ESCROW CODE	MILLAGE CODE
	1700

LAND 25,000
 IMP 39,100
 TOT 64,100
 EX
 NEX 64,100

 OUR RECORDS SHOW PRIOR
 * YEAR TAXES ARE DUE *

MAKE CHECKS PAYABLE TO
 JIM BISHOP JR. TAX COLLECTOR
 COUNTY ADMINISTRATION BLDG
 GAINESVILLE, FL 32601-5383

TURKEY CREEK INC
 158 TURKEY CREEK
 ALACHUA, FL 32615-9572

EXHIBIT 3

The authority under which the current rates and charges were established is the City of Alachua Ordinance No. 0-91-27 adopted October 7, 1991.

EXHIBIT 4

WATER TARIFF

TURKEY CREEK, INC. &
FAMILY DINER, INC. d/b/a Turkey Creek Utilities

NAME OF COMPANY

2900 Turkey Creek Boulevard

158 Turkey Creek

Alachua, FL 32615-9513

(ADDRESS OF COMPANY)

904 462-5653; 462-5400; 538-3476
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Norwood W. Hope

ISSUING OFFICER

President
TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WATER TARIFF

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d/b/a Turkey Creek Utilities

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Alachua

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
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See Exhibits 6, 6A and 7

(Continued to Sheet No. 3.1)

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WATER TARIFF d/b/a Turkey Creek Utilities

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

See Exhibits 6 and 6A

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NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
WATER TARIFF d/b/a Turkey Creek Utilities

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Alachua	Turkey Creek		

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WATER TARIFF

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" - Turkey Creek Utilities
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

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NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered/~~service~~ ^{& non-metered} 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. Point of delivery will be determined solely by the Company
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - 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 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.
- 15.0 "CONTRIBUTION IN AID OF MAINTENANCE " - Any contribution which the utility requires to be paid with installation of new construction.
- 16.0 "PASS THROUGH CHARGE" - Any and all taxes, fees, tests, ~~penalties~~ and any charges whatsoever made or caused to be made by a governmental or quasi-governmental entity.
- 17.0 "BACK FLOW PREVENTOR" - A device that is approved by the Company with a cut-off and ball valve to prevent any back flow into the utility's water system.

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NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
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WATER TARIFF

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WATER TARIFF

(Continued from Sheet No. 6.0)

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WATER TARIFF d/b/a Turkey Creek Utilities

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

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

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

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

The applicant shall furnish to the Company the correct name and street address or lot and block number at which water service is to be rendered.

- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is

(Continued to Sheet No. 8.0)

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(Continued from Sheet No. 7.0)

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

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

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

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

- 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.

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

In no case shall a customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension,

(Continued to Sheet No. (9.0))

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WATER TARIFF d/b/a Turkey Creek Utilities

(Continued from Sheet No. 8.0)

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.

- 8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

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

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

- 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

(Continued to Sheet No. 10.0)

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NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
WATER TARIFF d/b/a Turkey Creek Utilities

(Continued from Sheet No. 9.0)

the Company or
installations or changes shall be inspected upon completion by/a
competent authority ^{authorized by the Company} 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 on the
customer's premises and shall knowingly permit no one, but the
Company's agents or persons authorized by law, to have access to the
Company's pipes and apparatus.

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

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

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

- 15.0 BILLING PERIODS - Bills for water service will be rendered - Monthly,
Bimonthly, or Quarterly - as stated in the rate schedule and shall

(Continued to Sheet No. 11.0)

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NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
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(Continued from Sheet No. 10.0)

become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of water service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for water service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

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

(Continued to Sheet No. 12.0)

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(Continued from Sheet No. 11.0)

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

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

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

*or as otherwise authorized by the Company

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

- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service

(Continued to Sheet No. 13.0)

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(Continued from Sheet No. 12.0)

shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or 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 for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.

26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(Continued to Sheet No. 14.0)

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(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

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NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
WATER TARIFF Turkey Creek Utilities

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GENERAL SERVICE
Commercial
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 - Approximately 30 days
RATE - Only have 1 commercial customer - Turkey Creek Country Club - charging them residential rates - other water rates will be set on an individual basis based on type of commercial activity.

BASE FACILITY CHARGE - Minimum charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - 8/27/91

TYPE OF FILING -

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d/b/a Turkey Creek Utilities

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Approximately 30 days

RATE -

Customer service charge	\$6.55 per month per bill rendered
Rate per 1,000 gallons for first 4,000 gallons	\$1.20 per 1,000 gallons
Rate per 1,000 gallons over 4,000 gallons	\$.95 per 1,000 gallons

Minimum Monthly Charges

<u>Water Meter - Size (inches)</u>	<u>Minimum Charge</u>	<u>Gallons Included in Minimum Charge</u>
<u>5/8 x 3/4</u>	\$11.35	4,000
1	13.25	6,000
1-1/2	26.55	20,000
2	45.55	40,000

- BASE FACILITY - Minimum Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - 8/27/91

TYPE OF FILING -

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MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.
APPLICABILITY - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD -
RATE -

Not Available

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

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FIRE PROTECTION SERVICE

WATER

AVAILABILITY -

APPLICABILITY -

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

BILLING PERIOD - Yearly

RATE - Public Fire Protection - \$19.98 per hydrant

Private Fire Protection - \$19.98 per hydrant

BASE FACILITY CHARGE - —

TERMS OF PAYMENT - Same terms as residential water service except it is billed on a yearly basis.

EFFECTIVE DATE -

TYPE OF FILING -

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d/b/a Turkey Creek Utilities
 WATER TARIFF

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, in accordance with Rule 25-30.311, Florida Administrative Code, if:

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$95.00	\$95.00
1"	\$95.00	\$95.00
1 1/2"	\$95.00	\$95.00
Over 2"	\$95.00	\$95.00

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. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

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WATER TARIFF d/b/a Turkey Creek Utilities

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of June 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 not, in the preceding 12 months:

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon the retainment of such deposit.

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

EFFECTIVE DATE -

TYPE OF FILING -

Norwood W. Hope
ISSUING OFFICER

President

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
 WATER TARIFF d/b/a Turkey Creek Utilities

SCHEDULE OF METER TEST DEPOSITS

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

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

REFUND OF METER BENCH TEST DEPOSIT - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code. the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25.30.265, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING -

Norwood W. Hope

ISSUING OFFICER

President

TTT

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
~~d/b/a Turkey Creek Utilities~~

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state 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 RECONNECTION - 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.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>40.00</u>
Normal Reconnection Fee	\$ <u>40.00</u>
Violation Reconnection Fee	\$ <u>40.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>40.00</u>

All fees are \$60.00 after hours.

EFFECTIVE DATE -

TYPE OF FILING -

Norwood W. Hope
 ISSUING OFFICER
 President

 TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
 d/b/a Turkey Creek Utilities

WATER TARIFF

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"	\$	*Included in meter installation
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"		Actual Cost [1]
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$ 420.00	
1" metered service	\$ 600.00	
1 1/2" metered service	\$ 740.00	
2" metered service	\$ 990.00	
Over 2" metered service		Actual Cost [1]
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD).....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD).....	\$	
All others-per gallon/month	\$	
Inspection Fee		Actual Cost [1] included in connection charge
** <u>Main Extension Charge</u>		
Residential-per ERC (___ GPD).....	\$	
All others-per gallon	\$	**See policy on expansion of services
or		
Residential-per lot (___ foot frontage).....	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$ 415.00	
1"	\$ 505.00	
1 1/2"	\$ 704.00	
2"	\$ 990.00	
Over 2"		Actual Cost [1]
<u>Plan Review Charge</u>		Actual Cost [1]
<u>Plant Capacity Charge</u>		
Residential-per ERC (___ GPD).....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___ GPD).....	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE - 8/27/91

TYPE OF FILING -

Norwood W. Hope
ISSUING OFFICER
 President

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
WATER TARIFF d/b/a Turkey Creek Utilities

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HELD FOR FUTURE USE	29.0

Norwood W. Hope
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
 WATER TARIFF d/b/a Turkey Creek Utilities

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

TURKEY CREEK UTILITIES
 APPLICATION FOR RESIDENTIAL WATER AND WASTEWATER SERVICE

For a total of \$175.00 which represents a deposit of \$95.00, a connection fee of \$40.00, and disconnection fee of \$40.00, I do hereby apply for the services of Turkey Creek Utilities to serve water and sewer to:

Name _____ Location: Lot _____
 Street Address _____ Mailing Address: _____
 Phone No. _____ to begin on _____

- I understand and agree as follows:
1. I will receive interest on my deposit money as set by the PSC rules.
 2. Service connections or disconnections at the customer's request will only be done upon 3 working days written notice and during normal business hours of Turkey Creek Utilities. A \$40.00 fee will be charged where any service is connected or disconnected for any reason during normal business hours. Any connections or disconnections at any other time will be charged at the rate of \$60.00 each.
 3. All payments for service shall be made in person or by mail at the office of Turkey Creek Utilities in Alachua, FL.
 4. If service is rendered for less than fifty percent of the normal billing cycle, Turkey Creek Utilities shall prorate as per PSC rules.
 5. If I do not pay for this service, plus applicable taxes thereon, on or before 4:30 P.M. on the 20th day after said bill has been mailed or presented for payment, it will be delinquent and I will pay a late charge of \$20.00 or 10% of the unpaid balance, whichever is greater, per month until paid.
 6. My service will be discontinued after 5 working days written notice of said account being delinquent and pursuant to PSC rules for non-compliance with the rules and regulations, and before service may be reinstated, my account with Turkey Creek Utilities must be paid current, including the appropriate disconnection and reconnection fees.
 7. The above mentioned deposit may be used to pay any delinquency on my account, and said deposit is refundable to me, provided my account with Turkey Creek Utilities is paid-in-full.
 8. I am not to re-meter, resell, allow to be used on another property or residence, any water obtained from Turkey Creek Utilities and that I will not allow other water to be connected with the water system of Turkey Creek Utilities.
 9. I agree not to tamper with, damage or destroy any seals, material or equipment of Turkey Creek Utilities. I further agree to be responsible for any damage done to any seals, material or equipment of Turkey Creek Utilities.
 10. I am not to use any water, except as approved in writing by Turkey Creek Utilities on or in connection with the above premises which is not furnished or supplied by Turkey Creek Utilities or its successors, designees, nominees or assignees.
 11. I will not allow any water or waste, except normal human and kitchen waste generated in my residence, to enter the wastewater system of Turkey Creek Utilities. If I allow anything other than this to enter the wastewater system of Turkey Creek Utilities, I hereby agree to pay all costs involved in the repair or maintenance of the wastewater system as a result of this entry.
 12. I agree that I will be responsible for all functions or malfunctions of the water and wastewater service from the point of collection into and including my system.
 13. Water from a well, stream, lake or basin may be used only for the purpose of watering grass, shrubs, gardens, and as approved in writing by Turkey Creek Utilities.
 14. A designated official from Turkey Creek Utilities may inspect my water or wastewater system on my property at any reasonable hour to determine compliance with this application. I further understand that if I am not complying with all conditions on this application, that my water and wastewater service will be discontinued pursuant to PSC rules.
 15. I agree to be responsible for all attorneys' fees and costs incurred on behalf of Turkey Creek Utilities as a result of action taken to collect any charges incurred by me.
- I hereby agree to pay the rates and obey/follow rules as may be set or amended from time to time by Turkey Creek Utilities and/or PSC.

Signature _____

Date: _____

Social Security No. _____

Norwood W. Hope
 ISSUING OFFICER
President
 TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
WATER TARIFF d/b/a Turkey Creek Utilities

APPLICATION FOR WATER SERVICE

TURKEY CREEK UTILITIES
APPLICATION FOR RESIDENTIAL WATER AND WASTEWATER SERVICE

For a total of \$175.00 which represents a deposit of \$95.00, a connection fee of \$40.00, and disconnection fee of \$40.00, I do hereby apply for the services of Turkey Creek Utilities to serve water and sewer to:

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Street Address _____ Mailing Address: _____
Phone No. _____ to begin on _____

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 3. All payments for service shall be made in person or by mail at the office of Turkey Creek Utilities in Alachua, FL.
 4. If service is rendered for less than fifty percent of the normal billing cycle, Turkey Creek Utilities shall prorate as per PSC rules.
 5. If I do not pay for this service, plus applicable taxes thereon, on or before 4:30 P.M. on the 20th day after said bill has been mailed or presented for payment, it will be delinquent and I will pay a late charge of \$20.00 or 10% of the unpaid balance, whichever is greater, per month until paid.
 6. My service will be discontinued after 5 working days written notice of said account being delinquent and pursuant to PSC rules for non-compliance with the rules and regulations, and before service may be reinstated, my account with Turkey Creek Utilities must be paid current, including the appropriate disconnection and reconnection fees.
 7. The above mentioned deposit may be used to pay any delinquency on my account, and said deposit is refundable to me, provided my account with Turkey Creek Utilities is paid-in-full.
 8. I am not to rewater, resell, allow to be used on another property or residence, any water obtained from Turkey Creek Utilities and that I will not allow other water to be connected with the water system of Turkey Creek Utilities.
 9. I agree not to tamper with, damage or destroy any seals, material or equipment of Turkey Creek Utilities. I further agree to be responsible for any damage done to any seals, material or equipment of Turkey Creek Utilities.
 10. I am not to use any water, except as approved in writing by Turkey Creek Utilities on or in connection with the above premises which is not furnished or supplied by Turkey Creek Utilities or its successors, designees, nominees or assignees.
 11. I will not allow any water or waste, except normal human and kitchen waste generated in my residence, to enter the wastewater system of Turkey Creek Utilities. If I allow anything other than this to enter the wastewater system of Turkey Creek Utilities, I hereby agree to pay all costs involved in the repair or maintenance of the wastewater system as a result of this entry.
 12. I agree that I will be responsible for all functions or malfunctions of the water and wastewater service from the point of collection into and including my system.
 13. Water from a well, stream, lake or basin may be used only for the purpose of watering grass, shrubs, gardens, and as approved in writing by Turkey Creek Utilities.
 14. A designated official from Turkey Creek Utilities may inspect my water or wastewater system on my property at any reasonable hour to determine compliance with this application. I further understand that if I am not complying with all conditions on this application, that my water and wastewater service will be discontinued pursuant to PSC rules.
 15. I agree to be responsible for all attorneys' fees and costs incurred on behalf of Turkey Creek Utilities as a result of action taken to collect any charges incurred by me.
- I hereby agree to pay the rates and obey/follow rules as may be set or amended from time to time by Turkey Creek Utilities and/or PSC.

Signature _____

Date: _____

Social Security No. _____

Norwood W. Hope

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities
WATER TARIFF

APPLICATION FOR METER INSTALLATION

DATE: _____

FAMILY DINER, INC.
RESIDENTIAL WATER AND WASTEWATER DIVISION

Lot _____

Street Address: _____

Owner: _____ Tel.No. _____

Builder: _____ Tel.No. _____

Date Water Meter Installed: _____

Water Meter Size _____ Water Meter Reading _____

Water Meter Make and No. _____

CONNECTION CHARGES (Water Meter Size _____)

A. Water - Capital Facilities Charge \$ _____

B. Wastewater - Capital Facilities Charge \$ _____

C. Water - Meter Charge \$ _____

DEPOSIT \$ _____

CUT-ON FEE \$ _____

CUT-OFF FEE \$ _____

TOTAL DUE \$ _____

Date Entered into Computer _____

Norwood W. Hope

ISSUING OFFICER
President

TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WATER TARIFF

MINIMUM WATER METER REQUIREMENTS

Single Family Detached Units

Block "A", Dry Creek	1" meter
Block "B", Dry Creek	5/8" meter
Turkey Creek Units 1 through 14	1" meter

Attached Single Family Units

5/8" meter

Irrigation and Commercial

The utility reserves the right to set size of water meter required based upon size and type of activity.

GENERAL

The utility reserves the right to set the size of water meters required on all additional properties served.

Norwood W. Hope
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
WATER TARIFF d/b/a Turkey Creek Utilities

HELD FOR FUTURE USE

Norwood W. Hope

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WATER TARIFF

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Rule Number

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Availability.....

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Customer Connection (Tap-in).....

Customer Installation (Customer Maintained Lines).

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Design by Independent Engineers.....

Developer Agreements.....

Easements and Rights-of-Way.....

Extensions Outside Certificated Territory.....

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Table of Daily Flows.....

Transfer of Contributed Property - Bills of Sale..

Norwood W. Hope
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Norwood W. Hope
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
 WATER TARIFF d/b/a Turkey Creek Utilities

SERVICE AVAILABILITY POLICY

SINGLE FAMILY RESIDENTIAL WATER SERVICE

Prior to the connection to Turkey Creek Utilities Water System the following must be completed:

(1) An initial one time water capital facilities charge must be paid as follows:

<u>Water Meter Size (Inches)</u>	<u>Water Capital Facilities Charges</u>
5/8 x 3/4	\$420.00
1	\$600.00
1-1/2	\$740.00
2	\$990.00

(2) A water meter charge must be paid as follows:

<u>Water Meter Size (Inches)</u>	<u>Installation Charge*</u>
5/8 x 3/4	\$415.00
1	\$505.00
1-1/2	\$704.00
2	\$990.00

*Includes PVC ball shutoff valve and PVC check valve with valve box

All water meters to remain the property of Family Diner, Inc. and Family Diner, Inc., will make the sole determination in each instance as to the size of water meter required.

(3) In addition to the above charges, the user must agree to and abide by all rules and regulations contained in user's application for water and wastewater service and as same rules and regulations may subsequently change and pay any other charges and rates as set forth in said application and as same charges and rates may subsequently change.

Norwood W. Hope

ISSUING OFFICER

President

TITLE

EXHIBIT 5

WASTEWATER TARIFF

Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

NAME OF COMPANY

2900 Turkey Creek Boulevard

158 Turkey Creek

Alachua, FL 32615

(ADDRESS OF COMPANY)

904/462-5653; 462-5400; 538-3476
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Norwood W. Hope

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

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Standard Forms	
Technical Terms and Abbreviations	5.0
Territory Served	Exhibits 6 & 6A

Norwood W. Hope
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Alachua

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

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

See Exhibits 6, 6A and 7

(Continued to Sheet No. 3.1)

Norwood W. Hope
ISSUING OFFICER

President

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

See Exhibits 6 and 6A

Norwood W. Hope
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
WASTEWATER TARIFF d/b/a Turkey Creek Utilities

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Alachua	Turkey Creek		

Norwood W. Hope
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

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 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 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" - Turkey Creek Utilities
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with wastewater service by the Company.
- 7.0 "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 such wastewater service.
- 8.0 "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.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying wastewater service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Norwood W. Hope
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "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. Point of delivery will be determined solely by the Company.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - 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 collection which includes 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.
- 15.0 "CONTRIBUTION IN AID OF MAINTENANCE" - Any contribution which the utility requires to be paid with installation of new construction.
- 16.0 "PASS THROUGH CHARGE" - Any and all taxes, fees, tests, penalties and any other charges whatsoever made or caused to be made by a governmental or quasi-governmental entity.
17. "BACK FLOW PREVENTOR" - A device that is approved by the Company with a cut-off and ball valve to prevent any back flow into the utility's water system.

Norwood W. Hope

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

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(Continued to Sheet No. 6.1)

Norwood W. Hope
ISSUING OFFICER
President

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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Norwood W. Hope

ISSUING OFFICER

President

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

RULES AND REGULATIONS

1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. 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.

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

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

3.0 SIGNED APPLICATION REQUIRED - Wastewater service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for wastewater service accepted by the Company will be furnished to the applicant on request. See Exhibit 10.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which wastewater service is to be rendered.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is

(Continued to Sheet No. 8.0)

Norwood W. Hope
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

- 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 is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. (9.0)

Norwood W. Hope

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

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

9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the 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 the Company or a competent authority ^{authorized by the Company} 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

(Continued to Sheet No. 10.0)

Norwood W. Hope
 ISSUING OFFICER

President

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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.

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

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

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

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

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

(Continued to Sheet No. 11.0)

Norwood W. Hope

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
WASTEWATER TARIFF d/b/a Turkey Creek Utilities

(Continued from Sheet No. 10.0)

16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of wastewater service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for wastewater service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - 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. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.

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

19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The

(Continued to Sheet No. 12.0)

Norwood W. Hope

ISSUING OFFICER
President

TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
 WASTEWATER TARIFF d/b/a Turkey Creek Utilities

(Continued from Sheet No. 11.0)

outgoing customer shall be held responsible for all wastewater service rendered on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied wastewater service by the Company; the customer's deposit may not be transferred from one name to another.

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

- 20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350 and 25-30.340, Florida Administrative Code.

(Continued to Sheet No. 13.0)

Norwood W. Hope

 ISSUING OFFICER

 President

 TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

- 22.0 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 prior to its effective date.
- 23.0 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.

(Continued to Sheet No. 14.0)

Norwood W. Hope

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
Turkey Creek Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

(Continued to Sheet No. 15.0)

Norwood W. Hope
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

HELD FOR FUTURE USE

Norwood W. Hope
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS	17.0
Miscellaneous Service Charges	21.0
Multi-Residential Service, MS	19.0
Residential Service, RS	18.0
Service Availability Fees and Charges	22.0

Norwood W. Hope
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities
WASTEWATER TARIFF

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 - approximately 30 days
RATE - Only have 1 commercial customer - Turkey Creek Country Club - water rates for other commercial customers will be set on an individual basis based on type of commercial activity.

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Norwood W. Hope

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities
WASTEWATER TARIFF

GENERAL SERVICE
Turkey Creek Country Club
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 - approximately 30 days

RATE - We only have one commercial customer with 5 locations and all of these locations are subject to minimum monthly charge of \$28.50 (includes wastewater charge associated with 4,000 gallons of water consumption). Rate per 1,000 gallons of water used over 4,000 gallons is \$4.70 except as follows:

Golf Maintenance Bldg. - No. of gallons x .30 - 4,000 gallons
Clubhouse - No. of gallons x .75 - 4,000 gallons
Rec. Bldg - No. of gallons x .75 - 4,000 gallons

These discounts are being given with the knowledge of the current operation at these locations at the present time. If the nature of operation at any of these locations changes, i.e., irrigation being eliminated, then we may disallow the discount currently being given.

BASE FACILITY CHARGE - \$28.50

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - 8/27/91

TYPE OF FILING -

Norwood W. Hope
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
WASTEWATER TARIFF d/b/a Turkey Creek Utilities

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 - approximately 30 days
RATE -

Minimum monthly charge	\$.28.50 (includes wastewater charge associated with 4,000 gallons of water consumption).
Rate per 1,000 gallons of water used over 4,000 gallons thru 7,000 gallons	\$4.70 per 1,000 gallons
Maximum monthly charge	\$42.60

BASE FACILITY CHARGE - \$28.50

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - 8/27/91

TYPE OF FILING -

Norwood W. Hope
ISSUING OFFICER
President

TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

NOT AVAILABLE

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.

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

BILLING PERIOD -

RATE -

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Norwood W. Hope
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
 WASTEWATER TARIFF d/b/a Turkey Creek Utilities

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, in accordance with Rule 25-30.311, Florida Administrative Code, if:

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$95.00	\$95.00
1"	\$95.00	\$95.00
1 1/2"	\$95.00	\$95.00
Over 2"	\$95.00	\$95.00

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. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

Norwood W. Hope
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
WASTEWATER TARIFF d/b/a Turkey Creek Utilities

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of June 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 not, in the preceeding 12 months:

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon retainment of such deposit.

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

EFFECTIVE DATE -

TYPE OF FILING -

Norwood W. Hope

ISSUING OFFICER

President

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.

WASTEWATER TARIFF ^{d/b/a} Turkey Creek Utilities

MISCELLANEOUS SERVICE CHARGE

The Company may charge the following miscellaneous service charges in accordance with the terms state 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 RECONNECTION - 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.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	—	\$ <u>40.00</u>
Normal Reconnection Fee		\$ <u>40.00</u>
Violation Reconnection Fee		\$ <u>Actual Cost [1]</u>
Premises Visit (in lieu of disconnection)		\$ <u>40.00</u>
	\$50.00 after hours	

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

EFFECTIVE DATE -

TYPE OF FILING -

Norwood W. Hope
ISSUING OFFICER

President

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
 WASTEWATER TARIFF d/b/a Turkey Creek Utilities

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>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$ 485.00	
1" metered service	\$ 650.00	
1 1/2" metered service	\$ 800.00	
2" metered service	\$ 1050.00	
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:-		
Residential-per ERC/month (____)GPD.....	\$	
All others-per gallon/month.....	\$	
Without Prepayment of Service Availability Charges:-		
Residential-per ERC/month (____)GPD.....	\$	
All others-per gallon/month.....	\$	
* Inspection Fee	Actual Cost [1]	*included in connection charge
**Main Extension Charge		** See policy on expansion of services
Residential-per ERC (____)GPD.....	\$	
All others-per gallon	\$	
or		
Residential-per lot (____ foot frontage).....	\$	
All others-per front foot	\$	
Plan Review Charge	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC (____)GPD.....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (____)GPD.....	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE - 8/27/91

TYPE OF FILING -

Norwood W. Hope
ISSUING OFFICER
 President

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

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COPY OF CUSTOMER'S BILL	27.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	24.0
HELD FOR FUTURE USE	26.0 and 28.0

Norwood W. Hope

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
WASTEWATER TARIFF d/b/a Turkey Creek Utilities

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

TURKEY CREEK UTILITIES
APPLICATION FOR RESIDENTIAL WATER AND WASTEWATER SERVICE

For a total of \$175.00 which represents a deposit of \$95.00, a connection fee of \$40.00, and disconnection fee of \$40.00, I do hereby apply for the services of Turkey Creek Utilities to serve water and sewer to:

Name _____ Location: Lot _____
Street Address _____ Mailing Address: _____
Phone No. _____ to begin on _____ I understand and agree as follows:

1. I will receive interest on my deposit money as set by the PSC rules.
 2. Service connections or disconnections at the customer's request will only be done upon 3 working days written notice and during normal business hours of Turkey Creek Utilities. A \$40.00 fee will be charged where any service is connected or disconnected for any reason during normal business hours. Any connections or disconnections at any other time will be charged at the rate of \$60.00 each.
 3. All payments for service shall be made in person or by mail at the office of Turkey Creek Utilities in Alachua, FL.
 4. If service is rendered for less than fifty percent of the normal billing cycle, Turkey Creek Utilities shall prorate as per PSC rules.
 5. If I do not pay for this service, plus applicable taxes thereon, on or before 4:30 P.M. on the 20th day after said bill has been mailed or presented for payment, it will be delinquent and I will pay a late charge of \$20.00 or 10% of the unpaid balance, whichever is greater, per month until paid.
 6. My service will be discontinued after 5 working days written notice of said account being delinquent and pursuant to PSC rules for non-compliance with the rules and regulations, and before service may be reinstated, my account with Turkey Creek Utilities must be paid current, including the appropriate disconnection and reconnection fees.
 7. The above mentioned deposit may be used to pay any delinquency on my account, and said deposit is refundable to me, provided my account with Turkey Creek Utilities is paid-in-full.
 8. I am not to remeter, resell, allow to be used on another property or residence, any water obtained from Turkey creek Utilities and that I will not allow other water to be connected with the water system of Turkey Creek Utilities.
 9. I agree not to tamper with, damage or destroy any seals, material or equipment of Turkey Creek Utilities. I further agree to be responsible for any damage done to any seals, material or equipment of Turkey Creek Utilities.
 10. I am not to use any water, except as approved in writing by Turkey Creek Utilities on or in connection with the above premises which is not furnished or supplied by Turkey Creek Utilities or its successors, designees, nominees or assignees.
 11. I will not allow any water or waste, except normal human and kitchen waste generated in my residence, to enter the wastewater system of Turkey Creek Utilities. If I allow anything other than this to enter the wastewater system of Turkey Creek Utilities, I hereby agree to pay all costs involved in the repair or maintenance of the wastewater system as a result of this entry.
 12. I agree that I will be responsible for all functions or malfunctions of the water and wastewater service from the point of collection into and including my system.
 13. Water from a well, stream, lake or basin may be used only for the purpose of watering grass, shrubs, gardens, and as approved in writing by Turkey Creek Utilities.
 14. A designated official from Turkey Creek Utilities may inspect my water or wastewater system on my property at any reasonable hour to determine compliance with this application. I further understand that if I am not complying with all conditions on this application, that my water and wastewater service will be discontinued pursuant to PSC rules.
 15. I agree to be responsible for all attorneys' fees and costs incurred on behalf of Turkey Creek Utilities as a result of action taken to collect any charges incurred by me.
- I hereby agree to pay the rates and obey/follow rules as may be set or amended from time to time by Turkey Creek Utilities and/or PSC.

Signature _____

Date: _____

Social Security No. _____

Norwood W. Hope
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
WASTEWATER TARIFF d/b/a Turkey Creek Utilities

APPLICATION FOR WASTEWATER SERVICE

TURKEY CREEK UTILITIES
APPLICATION FOR RESIDENTIAL WATER AND WASTEWATER SERVICE

For a total of \$175.00 which represents a deposit of \$95.00, a connection fee of \$40.00, and disconnection fee of \$40.00, I do hereby apply for the services of Turkey Creek Utilities to serve water and sewer to:

Name _____ Location: Lot _____
Street Address _____ Mailing Address: _____
Phone No. _____ to begin on _____ I understand and agree as follows:

1. I will receive interest on my deposit money as set by the PSC rules.
 2. Service connections or disconnections at the customer's request will only be done upon 3 working days written notice and during normal business hours of Turkey Creek Utilities. A \$40.00 fee will be charged where any service is connected or disconnected for any reason during normal business hours. Any connections or disconnections at any other time will be charged at the rate of \$60.00 each.
 3. All payments for service shall be made in person or by mail at the office of Turkey Creek Utilities in Alachua, FL.
 4. If service is rendered for less than fifty percent of the normal billing cycle, Turkey Creek Utilities shall prorate as per PSC rules.
 5. If I do not pay for this service, plus applicable taxes thereon, on or before 4:30 P.M. on the 20th day after said bill has been mailed or presented for payment, it will be delinquent and I will pay a late charge of \$20.00 or 10% of the unpaid balance, whichever is greater, per month until paid.
 6. My service will be discontinued after 5 working days written notice of said account being delinquent and pursuant to PSC rules for non-compliance with the rules and regulations, and before service may be reinstated, my account with Turkey Creek Utilities must be paid current, including the appropriate disconnection and reconnection fees.
 7. The above mentioned deposit may be used to pay any delinquency on my account, and said deposit is refundable to me, provided my account with Turkey Creek Utilities is paid-in-full.
 8. I am not to remeter, resell, allow to be used on another property or residence, any water obtained from Turkey Creek Utilities and that I will not allow other water to be connected with the water system of Turkey Creek Utilities.
 9. I agree not to tamper with, damage or destroy any seals, material or equipment of Turkey Creek Utilities. I further agree to be responsible for any damage done to any seals, material or equipment of Turkey Creek Utilities.
 10. I am not to use any water, except as approved in writing by Turkey Creek Utilities on or in connection with the above premises which is not furnished or supplied by Turkey Creek Utilities or its successors, designees, nominees or assignees.
 11. I will not allow any water or waste, except normal human and kitchen waste generated in my residence, to enter the wastewater system of Turkey Creek Utilities. If I allow anything other than this to enter the wastewater system of Turkey Creek Utilities, I hereby agree to pay all costs involved in the repair or maintenance of the wastewater system as a result of this entry.
 12. I agree that I will be responsible for all functions or malfunctions of the water and wastewater service from the point of collection into and including my system.
 13. Water from a well, stream, lake or basin may be used only for the purpose of watering grass, shrubs, gardens, and as approved in writing by Turkey Creek Utilities.
 14. A designated official from Turkey Creek Utilities may inspect my water or wastewater system on my property at any reasonable hour to determine compliance with this application. I further understand that if I am not complying with all conditions on this application, that my water and wastewater service will be discontinued pursuant to PSC rules.
 15. I agree to be responsible for all attorneys' fees and costs incurred on behalf of Turkey Creek Utilities as a result of action taken to collect any charges incurred by me.
- I hereby agree to pay the rates and obey/follow rules as may be set or amended from time to time by Turkey Creek Utilities and/or PSC.

Signature _____

Date: _____

Social Security No. _____

Norwood W. Hope
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

Norwood W. Hope
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
 WASTEWATER TARIFF d/B/a Turkey Creek Utilities

COPY OF CUSTOMER'S BILL

TURKEY CREEK UTILITIES KEEP THIS HALF FOR YOUR RECORDS			TURKEY CREEK UTILITIES 158 Turkey Creek Alachua, FL 32615-9513			
Payment Due: _____	AMOUNT	CODE	RETURN THIS HALF WITH PAYMENT	AMOUNT PAST DUE	CURRENT BILLING	TOTAL
\$ _____ AMOUNT PAST DUE	\$ _____ CURRENT BILLING	\$ _____ TOTAL	\$ _____ AMOUNT PAST DUE	\$ _____ CURRENT BILLING	\$ _____ TOTAL	
BILLING DATE _____ ACCOUNT NO _____			BILLING DATE _____ ACCOUNT NO _____			

PLEASE MAKE ALL CHECKS PAYABLE TO
TURKEY CREEK UTILITIES
 158 TURKEY CREEK
 ALACHUA, FL 32615-9513

TURKEY CREEK UTILITIES Business Office

- 02 Late Fee
- 04 City Limited Tax
- 08 Refund Deposit
- 09 Refund Check
- 10 Residential Water
- 13 Connection Charge, Water & Sewer
- 15 Disconnection Charge, Water & Sewer
- 20 Residential Sewer
- 99 Miscellaneous Charge

BILLS ARE DELINQUENT AFTER DUE DATE AND A LATE FEE OF \$20.00 OR 10% OF THE UNPAID BALANCE WHICHEVER IS GREATER WILL BE ASSESSED.

BILLS ARE DELINQUENT AFTER DUE DATE AND A LATE FEE WILL BE ASSESSED.

Norwood W. Hope
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

HELD FOR FUTURE USE

Norwood W. Hope

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Family Diner, Inc. & Turkey Creek, Inc.
d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

Sheet Number Rule Number

Acceptance of Facilities.....

Availability.....

Construction of Oversized Facilities.....

Customer Connection (Tap-in).....

Customer Installation (Customer Maintained Lines).

Cost Records and "As-Built" Plans.....

Design by Independent Engineers.....

Developer Agreements.....

Easements and Rights-of-Way.....

Extensions Outside Certificated Territory.....

General Information.....

Inspections.....

Obligations of Developer.....

Obligations of Utility.....

Off-Site Facilities.....

On-Site Facilities.....

Refundable Advances.....

Schedule of Fees and Charges.....

System Design and Construction.....

Table of Daily Flows.....

Transfer of Contributed Property - Bills of Sale..

Go to Sheet No. 22.0

Norwood W. Hope
ISSUING OFFICER

President
TITLE

Family Diner, Inc. & Turkey Creek, Inc.
NAME OF COMPANY d/b/a Turkey Creek Utilities

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 22.0
Service Availability Policy.....	30.0
Table of Daily Flows.....	31.0

Norwood W. Hope
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
 WASTEWATER TARIFF d/b/a Turkey Creek Utilities

SERVICE AVAILABILITY POLICY

SINGLE FAMILY RESIDENTIAL WASTEWATER SERVICE

Prior to the connection to Turkey Creek Utility Wastewater System, the following must be completed:

(1) An initial one time water capital facilities charge must be paid as follows:

Water Meter Size (Inches)	Wastewater Capital Facilities Charges
5/8 x 3/4	\$485.00
1	\$650.00
1-1/2	\$800.00
2	\$1050.00

(2) Domestic effluent - The charges for residential wastewater service apply to wastewater flows made up entirely of domestic effluent not exceeding the characteristics listed below under the heading of Domestic Maxima:

<u>Constituent</u>	<u>Concentration</u> <u>mg/l</u>
Total Solids	500
Volatile	350
Fixed	150
Suspended Solids	300
Volatile	250
Fixed	50
Dissolved Solids	200
Volatile	100
Fixed	100
BOD (5-day, 20° C)	200
COD	300
TOC	150
Total Nitrogen	50
Organic Nitrogen	20
Free Ammonia Nitrogen	30
Nitrate (NO ₂) Nitrogen	0.05
Nitrate (NO ₃) Nitrogen	0.20
Chlorides	100
Alkalinity (as CaCO ₃)	100
Fats, Oils, and Grease	20

(3) An inspection must be made of the entire wastewater line from the residence to its connection with Family Diner, Inc., wastewater system, and said wastewater line and all connections must be approved by Family Diner, Inc.

(4) In addition to the above charges the user must agree to and abide by all rules and regulations contained in user's application for water and wastewater service and as same rules and regulations may subsequently change and pay any other charges and rates as set forth in said application and as same charges and rates may subsequently change.

Norwood W. Hope
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY Family Diner, Inc. and Turkey Creek, Inc.
d/b/a Turkey Creek Utilities
WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

POLICY ON FUTURE EXPANSION TO WATER AND SEWER SYSTEMS

It is the intent that all future additions be equal to the water and sewer system in Turkey Creek Unit No. 1 as far as materials and design with all modern modifications. Plans and specifications must be approved by Turkey Creek Utilities in writing before start of construction.

All costs are to be borne by entity or person requesting said expansion, including, but not limited to, schematics, engineering costs and fees, plans and specifications, permits, tests, inspector and inspections, warranty deed to system, etc.

There will be a one time contribution in aid of maintenance of \$1.00 per lineal foot of water line and \$1.00 per lineal foot of sewer line.

Any increase in cost from this date that is caused by governmental or quasi-governmental acts will be borne by person or entity requesting the water and sewer system expansion.

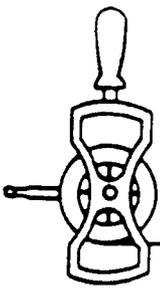
Engineer, contractor and type of tests and test facilities must be approved by Turkey Creek Utilities. All required tests and permits must be complete prior to acceptance by Turkey Creek Utilities.

Norwood W. Hope

ISSUING OFFICER

President

TITLE



Chance & Causseaux, Inc.

ENGINEERS

SURVEYORS

PLANNERS

October 7, 1992

LEGAL DESCRIPTION

Norwood Hope

Existing Service Area

A part of Sections 27, 28, 32, 33, and 34, Township 8 South, Range 19 East, Alachua County, Florida; being more particularly described as follows:

Commence at the northwest corner of said Section 28 and run South $00^{\circ}42'41''$ East, along the west line of said Section 28, 1315 +/- feet to the northwest corner of Turkey Creek Unit 9, as recorded in Plat Book 'L', page 25 of the Public Records of Alachua County and the Point of Beginning; thence South $89^{\circ}21'23''$ East, along the north line of said Unit 9, 675 +/- feet; thence South $00^{\circ}58'16''$ East, along the east line of said Unit 9, 275 +/- feet; thence easterly along the north line of said Unit 9 and along the north line of Turkey Creek Unit 8, as recorded in Plat Book 'L', page 24 of said Public Records the following courses: North $89^{\circ}01'44''$ East, 867 +/- feet; North $87^{\circ}08'10''$ East, 50 +/- feet; South $87^{\circ}42'54''$ East, 593 +/- feet to the northeast corner of said Unit 8; thence southerly along the easterly boundary of said Unit 8 the following courses: South $04^{\circ}23'10''$ West, 253 +/- feet; South $04^{\circ}32'21''$ West, 137 +/- feet; South $29^{\circ}43'19''$ West, 142 +/- feet; South $11^{\circ}49'06''$ East, 305 +/- feet to the southeast corner of said Unit 8, also being the northeast corner of Tax Parcel 5900-2-4; thence southerly along the east boundary of said Tax Parcel the following courses: South $11^{\circ}49'06''$ East, 110 +/- feet; South $08^{\circ}32'03''$ East, 71 +/- feet; South $17^{\circ}14'50''$ East, 27 +/- feet to the southwest corner of Tax Parcel 5898; thence easterly along the south lines of Tax Parcels 5898 & 5899-1 the following course: North $88^{\circ}38'16''$ East, 516 +/- feet; North $88^{\circ}29'14''$ East, 1387 +/- feet to the southeast corner of said Parcel 5899-1; thence North $01^{\circ}55'03''$ West, along the east boundary of said parcel 985 +/- feet to the southerly right-of-way line of US-441; thence southeasterly along said right-of-way line 712 +/- feet to the easterly right-of-way line of Turkey Creek Blvd.; thence southerly along said easterly right-of-way line 1329 +/- feet to the north boundary of Dry Creek as recorded in Plat Book 'J', page 23; thence easterly and southerly along the north & east boundaries of said Dry Creek the following courses: North $87^{\circ}07'53''$ East, 811 +/- feet; South $77^{\circ}30'53''$ East, 304 +/- feet; South $12^{\circ}29'07''$ West, 899 +/- feet; South $01^{\circ}08'58''$ East, 1345 +/- feet; South $15^{\circ}11'38''$ East, 544 +/- feet; South $19^{\circ}38'13''$ East, 148 +/- feet to the south line of Lot 38, Block B of said Dry Creek; thence South $58^{\circ}28'37''$ West, along the south line of Lots 38-42 of said Block B and a project on thereof 493 +/- feet of the westerly right-of-way line of SE 75th Terrace as shown on said plat; thence northwesterly along said right-of-way line 117 +/- feet to the north line of Lot 90, Block 'B' of said Dry Creek;

EXHIBIT 6

Page 1

thence South 57°44'07" West, along the said north line 110 +/- feet to the easterly right-of-way line of said Turkey Creek Blvd.; thence southerly along said right-of-way line 1373 +/- feet to the south line of said Turkey Creek Blvd.; thence westerly along said south line 105 +/- feet to the westerly right-of-way line of said Turkey Creek Blvd.; thence northerly along said westerly right-of-way line 52 +/- feet to the southerly right-of-way line of Creek Drive South; thence westerly along said right-of-way line 585 +/- feet to the east line of Lot 27 of Turkey Creek Unit 3, as recorded in Plat Book 'J', page 58 of said Public Records; thence South 19°48'00" West, along the east line of Lot 27 and a projection thereof 201 +/- feet to the centerline of a creek; thence westerly along said centerline 2056 +/- feet to the southerly right-of-way line of Deer Run South; thence westerly along said right-of-way line 150 +/- feet to the south boundary of Turkey Creek Unit 14, as recorded in Plat Book 'M', page 75 of said records; thence westerly and southerly along said south boundary 535 +/- feet to an intersection with a projection of the south line of Turkey Creek Unit 12, as recorded in Plat Book 'L', page 28 of said Public Records; thence South 87°08'39" West, along said projection 319 +/- feet to the southwest corner of said Unit 12; thence North 02°51'21" West, along the west line of said Unit 12 and Turkey Creek Unit 11, as recorded in Plat Book 'L', page 27, 1515 +/- feet to the south line of said Unit 11; thence North 73°34'38" West, along said south line and along the south line of a replat of Turkey Creek Unit 5, as recorded in Plat Book 'L', page 22 of said Public Records 1284 +/- feet to the west line of said replat; thence North 29°14'16" East, along said west line and a projection thereof 1719 +/- feet to the south line of Turkey Creek Unit 1, as recorded in Plat Book 'J', pages 2 & 3 of said Public Records; thence South 89°12'04" West, along said south line 399 +/- feet to the west line of Lot 33 of said Unit 1; thence North 25°30'30" East, along said west line 300 +/- feet to the southerly right-of-way line of Cellon Circle; thence northwesterly along said right-of-way line 531 +/- feet to the south line of Block 10 of Turkey Creek Unit 10, as recorded in Plat Book 'L', page 26 of said Public Records; thence westerly along said south line 411 +/- feet to the easterly boundary of said Unit 10; thence along the boundary of said Unit 10 the following courses: South 00°42'41" East, 410 +/- feet; South 89°17'19" West, 150 +/- feet; North 00°42'41" West, 18 +/- feet; South 89°17'19" West, 100 +/- feet to the west boundary of said Unit 10; thence North 00°42'41" West, along the west boundaries of said Unit 10 and Unit 9, 2524 +/- feet to the POINT OF BEGINNING.

Containing 580 Acres, more or less.

1/hope/1-2



Chance & Causseaux, Inc.

ENGINEERS

SURVEYORS

PLANNERS

October 7, 1992

LEGAL DESCRIPTION

Norwood Hope

Future Service Area

A part of Sections 27, 28, 29, 32, 33, and 34, Township 8 South, Range 19 East and Section 4, Township 9 South, Range 19 East, all in Alachua County, Florida; being more particularly described as follows:

Commence at the northeast corner of said Section 29 and run South $00^{\circ}42'41''$ East, along the east boundary of said Section 29, 387 +/- feet to the southerly right-of-way line of US-441 and the Point of Beginning; thence North $73^{\circ}22'44''$ West, along said right-of-way line 1357 +/- feet to the west line of Tax Parcel 5920-2; thence South $00^{\circ}42'41''$ East, along said west line 1003 +/- feet to the southwest corner of Tax Parcel 5920-1; thence South $57^{\circ}55'53''$ East, along the south line of said Parcel 5920-1, 1540 +/- feet to the east line of said Section 29; thence North $00^{\circ}42'41''$ West, along said east line 504 +/- feet to the northwest corner of Turkey Creek Unit 9, as recorded in Plat Book 'L', page 25 of the Public Records of Alachua County; thence South $89^{\circ}21'23''$ East, along the north line of said Unit 9, 675 +/- feet; thence South $00^{\circ}58'16''$ East, along the east line of said Unit 9, 275 +/- feet; thence easterly along the north line of said Unit 9 and along the north line of Turkey Creek Unit 8, as recorded in Plat Book 'L', page 24 of said Public Records the following courses: North $89^{\circ}01'44''$ East, 867 +/- feet; North $87^{\circ}08'10''$ East, 50 +/- feet; South $87^{\circ}42'54''$ East, 593 +/- feet to the northeast corner of said Unit 8; thence southerly along the easterly boundary of said Unit 8 the following courses: South $04^{\circ}23'10''$ West, 253 +/- feet; South $04^{\circ}32'21''$ West, 137 +/- feet; South $29^{\circ}43'19''$ West, 142 +/- feet; South $11^{\circ}49'06''$ East, 305 +/- feet to the southeast corner of said Unit 8, also being the northeast corner of Tax Parcel 5900-2-4; thence southerly along the east boundary of said Tax Parcel the following courses: South $11^{\circ}49'06''$ East, 110 +/- feet; South $08^{\circ}32'03''$ East, 71 +/- feet; South $17^{\circ}14'50''$ East, 27 +/- feet to the southwest corner of Tax Parcel 5898; thence easterly along the south lines of Tax Parcels 5898 & 5899-1 the following courses: North $88^{\circ}38'16''$ East, 516 +/- feet; thence North $88^{\circ}29'14''$ East, 1387 +/- feet to the southeast corner of said Parcel 5899-1; thence North $01^{\circ}55'03''$ West, along the east boundary of said parcel 985 +/- feet to the southerly right-of-way line of US-441; thence North $73^{\circ}22'44''$ West, along said right-of-way line 4258 +/- feet to the Point of Beginning;

EXHIBIT 6A

Page 1

ALSO

Commence at the northeast corner of said Section 29 and run South 00°42'41" East, along the east line of said Section 3957 +/- feet to the north line of Tax Parcel 5900-2-1 and the Point of Beginning; thence around said Tax Parcel the following courses: North 67°40'13" West, 1593 +/- feet; South 23°27'51" West, 345 +/- feet; South 62°33'35" East, 2179 +/- feet to the east line of Tax Parcel 5900-2-2; thence North 29°51'51" East, along said east line 834 +/- feet; thence North 89°12'04" East, 195 +/- feet to the west line of Lot 33 of Turkey Creek Unit 1, as recorded in Plat Book 'J', pages 2 & 3; thence North 25°30'30" East, along said west line 300 +/- feet to the southerly right-of-way line of Cellon Circle; thence northwesterly along said right-of-way line 531 +/- feet to the south line of Block 10 of Turkey Creek Unit 10, as recorded in Plat Book "L", page 26 of said Public Records; thence westerly along said south line 411 +/- feet to the easterly boundary of said Unit 10; thence along the boundary of said Unit 10 the following courses: South 00°42'41" East, 410 +/- feet, South 89°17'19" West, 150 +/- feet; North 00° 42'41" West, 18 +/- feet; South 89°17'19" West, 100 +/- feet to the west boundary of said Unit 10; also being the east line of said Section 29; thence South 00°42'41" East, along said east line 118 +/- feet to the Point of Beginning;

ALSO

Begin at the southwest corner of said Section 27, and run North 88°15'40" East, along the south line of said Section 2975 +/- feet to the southerly right-of-way line of U.S. Highway 441; thence northwesterly along said right-of-way line 5144 +/- feet to the easterly right-of-way line of Turkey Creek Blvd.; thence southerly along said easterly right-of-way line 1329 +/- feet to the north line of Dry Creek as recorded in Plat Book 'J', page 23; thence easterly and southerly along the north and east boundaries of said Dry Creek the following courses: North 87°07'53" East, 811 +/- feet; South 77°30'53" East, 304 +/- feet; South 12°29'07" West, 899 +/- feet; South 01°08'58" East, 1345 +/- feet; thence North 79°41'50" East, 76 +/- feet to the Point of Beginning;

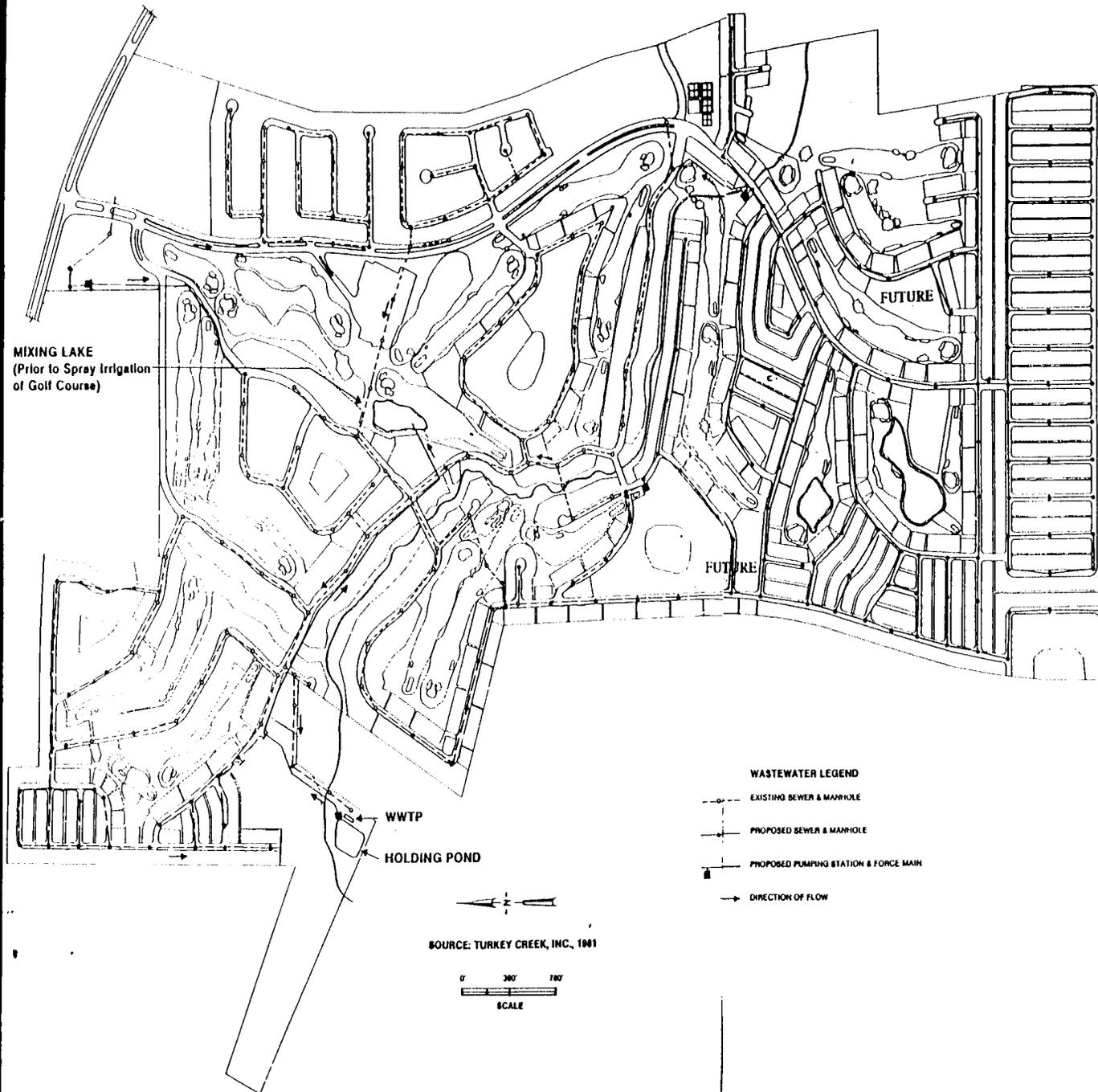
ALSO

Begin at the southwest corner of Turkey Creek Unit 12 as recorded in Plat Book 'L', page 28 and run South 02°51'21" East, along a projection of the west line of said Unit 12, 244 +/- feet to the beginning of a curve concave westerly and having a radius of 4584 +/- feet; thence southerly along said curve 1390 +/- feet to the end of said curve; thence South 14°31'27" West, 658 +/- feet to the beginning of a curve concave easterly and having a radius of 5730 +/- fee; thence southerly along said curve 1500 +/- feet to the end of said curve; thence South 00°28'35" East, 232 +/- feet; thence North 89°34'31" East, 1935 +/- feet; thence North 89°53'30" East, 240 +/- feet; thence North 89°29'30" East, 1940 +/- feet; thence South 89°57'53" East, 153 +/- feet; thence North 00°56'03" West, 778 +/- feet to the north line of said Section 4; thence South

89°10'09" West, along said north line 27 +/- feet; thence North 07°48'50" West, 1322 +/- feet; thence North 89°10'09" East, 601 +/- feet; thence North 07°42'22" West, 1226 +/- feet; thence North 88°19'11" East, 271 +/- feet; thence North 01°44'09" West, 91 +/- feet; thence North 13°07'12" West, 186 +/- feet; thence North 13°01'53" West, 623 +/- feet; thence North 13°03'06" West, 469 +/- feet; thence North 19°38'13" West, 647 +/- feet to the south line of Lot 38, Block 'B' of Dry Creek as recorded in Plat Book 'J', page 23 of said Public Records; thence South 58°28'37" West, along the south line of Lots 38 - 42 of said Block 'B' and a projection thereof 493 +/- feet to the westerly right-of-way line of SE 75h Terrace; thence northwesterly along said right-of-way line 117 +/- feet to the north line of Lot 90, Block 'B' of said Dry Creek; thence South 57°44'07" West, along the said north line 110 +/- feet to the easterly right-of-way line of Turkey Creek Blvd.; thence southerly along said right-of-way line 1373 +/- feet to the south line of said Turkey Creek Blvd.; thence westerly along said south line 105 +/- feet to the westerly right-of-way line of said Turkey Creek Blvd.; thence northerly along said westerly right-of-way line 52 +/- feet to the southerly right-of-way line of Creek Drive South; thence westerly along said right-of-way line 585 +/- feet to the east line of Lot 27 of Turkey Creek Unit 3, as recorded in Plat Book 'J', page 58 of said Public Records; thence South 19°48'00" West, along the east line of Lot 27 and a projection thereof 201 +/- feet to the centerline of a creek; thence westerly along said centerline 2056 +/- feet to the southerly right-of-way line of Deer Run South; thence westerly along said right-of-way line 150 +/- feet to the south boundary of Turkey Creek Unit 14, as recorded in Plat Book 'M', page 75 of said records; thence westerly and southerly along said south boundary 535 +/- feet to an intersection with a projection of the south line of Turkey Creek Unit 12, as recorded in Plat Book 'L', page 28 of said Public Records; thence South 87°08'39" West, along said projection 319 +/- feet to the southwest corner of said Unit 12 and THE POINT OF BEGINNING.

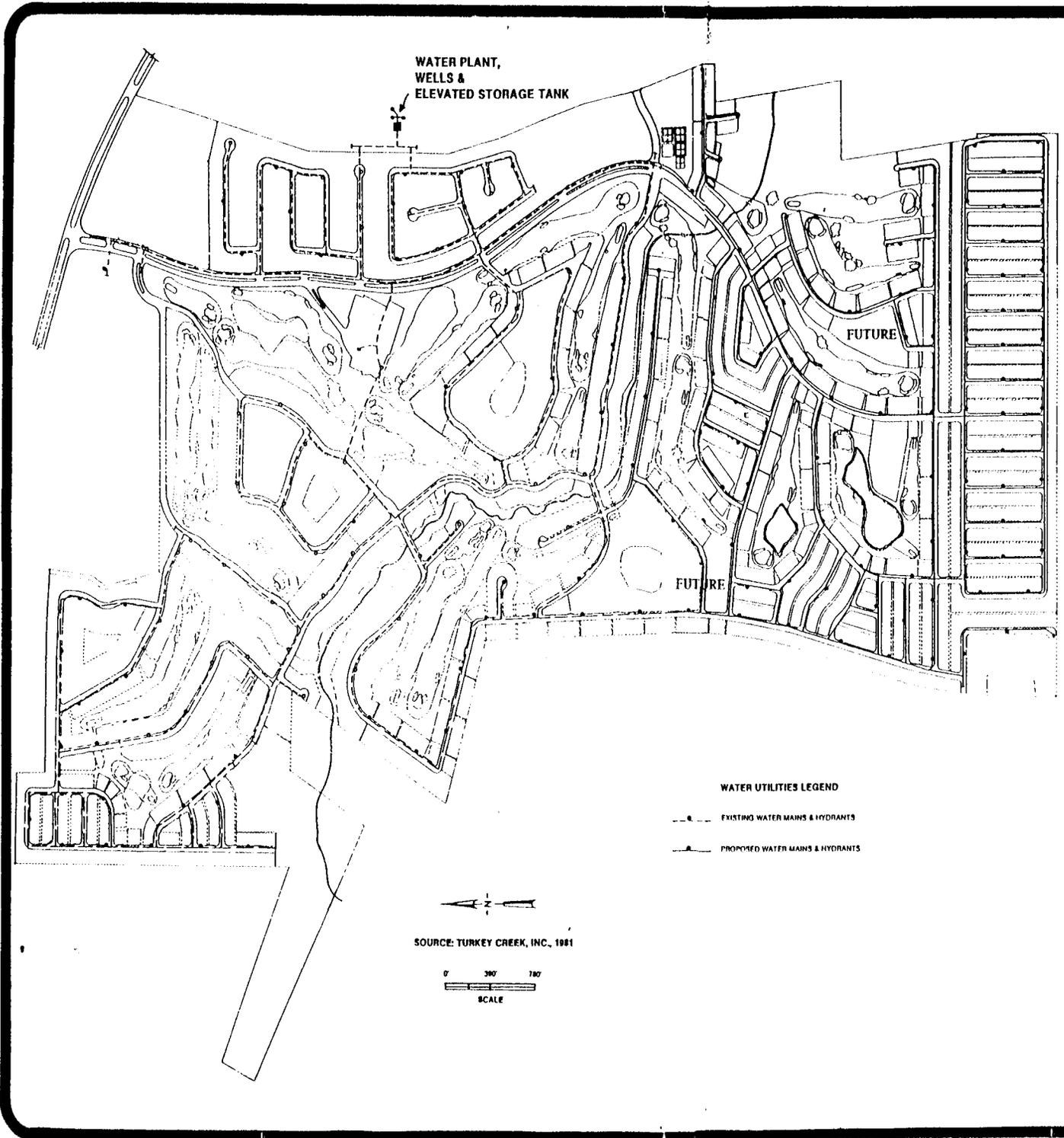
Containing 715 Acres, more or less.

1/hope/3-5



Map H-2 Wastewater Utilities

December 1981
OCTOBER 21, 1992



Map H-3 Water Utilities

December 1981
OCTOBER 21, 1992

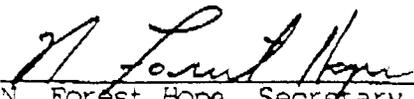
MINUTES OF SPECIAL MEETING OF BOARD OF DIRECTORS
OF
FAMILY DINER, INC.

A special meeting of the Board of Directors of Family Diner, Inc., was held at the office of the corporation at 9:30 A.M. on August 27, 1991, and was called to order by the President, Norwood W. Hope.

The President stated that all of the Directors of the Corporation were present and waived notice of the meeting, as evidenced by their signatures to the Waiver of Notice at the end of these minutes.

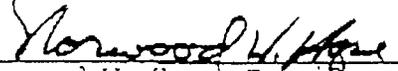
The President then presented a copy of the proposed new rates for water and wastewater and the fire hydrant service fee for their consideration. A lengthy discussion was then held concerning the approval of these new rates. It was felt by the Board that they would like to put these new rates into effect immediately, but at the same time give the President the authority to discount these rates to the customers at this time, as long as he did not discount them any less than the charges that were in effect in July 1991. Thereafter, upon motion duly made, seconded and unanimously carried, the new rates were adopted by the Board and the President was instructed to bill these new rates at any time he deemed it in the best interest of the corporation.

There being no further business before the Board, the meeting was adjourned.



N. Forest Hope, Secretary

Approved:



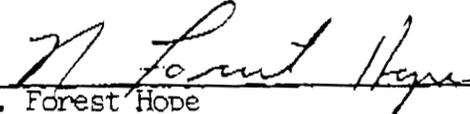
Norwood W. Hope, President

CALL AND WAIVER OF NOTICE OF SPECIAL MEETING
OF
DIRECTORS OF FAMILY DINER, INC.

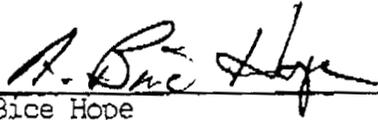
We, the undersigned, being all of the directors of Family Diner, Inc., do hereby waive all notice of the meeting of directors and consent that such meeting be held on August 27, 1991, for the purpose of conducting business of the corporation.



Norwood W. Hope



N. Forest Hope



A. Bice Hope

FAMILY DINER, INC.

SINGLE FAMILY RESIDENTIAL WATER SERVICE

Prior to the connection to Turkey Creek Utilities Water System the following must be completed:

(1) An initial one time water capital facilities charge must be paid as follows:

<u>Water Meter Size (Inches)</u>	<u>Water Capital Facilities Charges</u>
5/8 x 3/4	\$420.00
1	\$600.00
1-1/2	\$740.00
2	\$990.00

(2) A building permit must be in force and all plans approved by approval authority for compliance with restrictive covenants and any other rules and regulations.

(3) A water meter charge must be paid as follows:

<u>Water Meter Size (Inches)</u>	<u>Installation Charge*</u>
5/8 x 3/4	\$415.00
1	\$505.00
1-1/2	\$704.00
2	\$990.00

*Includes PVC ball shutoff valve and PVC check valve with valve box

All water meters to remain the property of Family Diner, Inc. and Family Diner, Inc., will make the sole determination in each instance as to the size of water meter required.

(4) In addition to the above charges, the user must agree to and abide by all rules and regulations contained in user's application for water and wastewater service and as same rules and regulations may subsequently change and pay any other charges and rates as set forth in said application and as same charges and rates may subsequently change.

SINGLE FAMILY RESIDENTIAL WATER RATES

All bills for water service are subject to the following:

(1) Ten percent (10%) City of Alachua utility tax will be added to the total water service bill and will be collected monthly. This utility tax is not subject to any discount.

(2) The rates and charges to be charged and collected from consumers of water furnished by Family Diner, Inc., will be as follows:

Customer service charge	\$6.55 per month per bill rendered
Rate per 1,000 gallons for first 4,000 gallons	\$1.20 per 1,000 gallons
Rate per 1,000 gallons over 4,000 gallons	\$.95 per 1,000 gallons

Minimum Monthly Charges

<u>Water Meter Size (Inches)</u>	<u>Minimum Charge</u>	<u>Gallons Included in Minimum Charge</u>
5/8 x 3/4	\$11.35	4,000
1	13.25	6,000
1-1/2	26.55	20,000
2	45.55	40,000

Family Diner, Inc., presently only has single family residential water services and rates as listed above. Rates for any other type water service which may be furnished in the future will be set at that time.

The above single family residential water service charges and single family residential water rates of Family Diner, Inc., are subject to change without notice.

GENERAL

Family Diner, Inc., will not be held responsible for any action or inaction connected with serving water to the customer.

FAMILY DINER, INC.

SINGLE FAMILY RESIDENTIAL WASTEWATER SERVICE

Prior to the connection to Turkey Creek Utility Wastewater System, the following must be completed:

(1) An initial one time water capital facilities charge must be paid as follows:

<u>Water Meter Size (Inches)</u>	<u>Wastewater Capital Facilities Charges</u>
5/8 x 3/4	\$485.00
1	\$650.00
1-1/2	\$800.00
2	\$1050.00

(2) A building permit must be in force and all plans approved by approval authority for compliance with restrictive covenants and any other rules and regulations.

(3) Domestic effluent - The charges for residential wastewater service apply to wastewater flows made up entirely of domestic effluent not exceeding the characteristics listed below under the heading of Domestic Maxima:

Domestic Maxima

<u>Constituent</u>	<u>Concentration mg/l</u>
Total Solids	500
Volatile	350
Fixed	150
Suspended Solids	300
Volatile	250
Fixed	50
Dissolved Solids	200
Volatile	100
Fixed	100
BOD (5-day, 20 C)	200
COD	300
TOC	150
Total Nitrogen	50
Organic Nitrogen	20
Free Ammonia Nitrogen	30
Nitrate (NO ₃) Nitrogen	0.05
Nitrate (NO ₂) Nitrogen	0.20
Chlorides	100
Alkalinity (as CaCo ₃)	100
Fats, Oils, and Grease	20

(4) An inspection must be made of the entire wastewater line from the residence to its connection with Family Diner, Inc., wastewater system, and said wastewater line and all connections must be approved by Family Diner, Inc.

(5) In addition to the above charges the user must agree to and abide by all rules and regulations contained in user's application for water and wastewater service and as same rules and regulations may subsequently change and pay any other charges and rates as set forth in said application and as same charges and rates may subsequently change.

SINGLE FAMILY RESIDENTIAL WASTEWATER RATES

All bills for water service are subject to the following:

(1) The rates and charges to be charged and collected from consumers of wastewater furnished by Family Diner, Inc., will be as follows:

Minimum monthly charge	\$28.50 (includes wastewater charge associated with 4,000 gallons of water consumption).
Rate per 1,000 gallons of water used over 4,000 gallons thru 7,000 gallons	\$4.70 per 1,000 gallons
Maximum monthly charge	\$42.60

(2) Family Diner, Inc., in its wastewater rates takes into consideration its furnishing of water at the same time and Family Diner, Inc., will not furnish wastewater service without serving water at same time.

Family Diner, Inc., presently only has single family residential wastewater service and rates as listed above. Rates for any other type wastewater service which may be furnished in the future will be set at that time.

The above single family residential wastewater service charges and single family residential wastewater rates of Family Diner, Inc. are subject to change without notice.

GENERAL

Family Diner, Inc., will not be held responsible for any action or inaction connected with serving wastewater to the customer.

FAMILY DINER, INC.
COMMERCIAL WATER AND WASTEWATER SERVICES

The only commercial customer Family Diner, Inc., has at the present time is Turkey Creek Golf & Racquet Club, who is being charged a flat rate of \$2,450.00 per month for all water and wastewater services that they have at the present time. The deposit for the current services shall be the equivalent of one month's usage which is \$2,450.00.

Other commercial water and wastewater rates will be set on an individual basis based on type of commercial activity.

GENERAL

Family Diner, Inc., will not be held responsible for any action or inaction connected with serving commercial water and wastewater to the customer.

FAMILY DINER, INC.

FIRE HYDRANT SERVICE FEES

\$21.30 per hydrant

8/27/91

FAMILY DINER, INC.

SINGLE FAMILY RESIDENTIAL WATER SERVICE

Prior to the connection to Turkey Creek Utilities Water System the following must be completed:

(1) An initial one time water capital facilities charge must be paid as follows:

<u>Water Meter Size (Inches)</u>	<u>Water Capital Facilities Charges</u>	<u>CITY</u>
5/8 x 3/4	\$420.00	220.00
1	\$600.00	330.00
1-1/2	\$740.00	495.00
2	\$990.00	737.00

(2) A building permit must be in force and all plans approved by approval authority for compliance with restrictive covenants and any other rules and regulations.

(3) A water meter charge must be paid as follows:

<u>Water Meter Size (Inches)</u>	<u>Installation Charge*</u>	<u>CITY</u>
5/8 x 3/4	\$415.00	125.00
1	\$505.00	175.00
1-1/2	\$704.00	250.00
2	\$990.00	AT ACTUAL COST

*Includes PVC ball shutoff valve and PVC check valve with valve box

All water meters to remain the property of Family Diner, Inc. and Family Diner, Inc., will make the sole determination in each instance as to the size of water meter required.

(4) In addition to the above charges, the user must agree to and abide by all rules and regulations contained in user's application for water and wastewater service and as same rules and regulations may subsequently change and pay any other charges and rates as set forth in said application and as same charges and rates may subsequently change.

SINGLE FAMILY RESIDENTIAL WATER RATES

All bills for water service are subject to the following:

(1) Ten percent (10%) City of Alachua utility tax will be added to the total water service bill and will be collected monthly. This utility tax is not subject to any discount.

(2) The rates and charges to be charged and collected from consumers of water furnished by Family Diner, Inc., will be as follows:

Customer service charge	\$6.55 per month per bill rendered
Rate per 1,000 gallons for first 4,000 gallons	\$1.20 per 1,000 gallons
Rate per 1,000 gallons over 4,000 gallons	\$.95 per 1,000 gallons

Minimum Monthly Charges

<u>Water Meter Size (Inches)</u>	<u>Minimum Charge</u>	<u>CITY</u>	<u>Gallons Included in Minimum Charge</u>	<u>CITY</u>
5/8 x 3/4	\$11.35	6.60	4,000	3000
1	13.25	13.30	6,000	10000
1-1/2	26.55	22.87	20,000	—
2	45.55	42.01	40,000	—

Family Diner, Inc., presently only has single family residential water services and rates as listed above. Rates for any other type water service which may be furnished in the future will be set at that time.

The above single family residential water service charges and single family residential water rates of Family Diner, Inc., are subject to change without notice.

GENERAL

Family Diner, Inc., will not be held responsible for any action or inaction connected with serving water to the customer.

FAMILY DINER, INC.

SINGLE FAMILY RESIDENTIAL WASTEWATER SERVICE

Prior to the connection to Turkey Creek Utility Wastewater System, the following must be completed:

(1) An initial one time water capital facilities charge must be paid as follows:

<u>Water Meter Size (Inches)</u>	<u>Wastewater Capital Facilities Charges</u>	<u>CITY</u>
5/8 x 3/4	\$485.00	220.00
1	\$650.00	330.00
1-1/2	\$800.00	495.00
2	\$1050.00	737.00

(2) A building permit must be in force and all plans approved by approval authority for compliance with restrictive covenants and any other rules and regulations.

(3) Domestic effluent - The charges for residential wastewater service apply to wastewater flows made up entirely of domestic effluent not exceeding the characteristics listed below under the heading of Domestic Maxima:

Domestic Maxima

<u>Constituent</u>	<u>Concentration mg/l</u>
Total Solids	500
Volatile	350
Fixed	150
Suspended Solids	300
Volatile	250
Fixed	50
Dissolved Solids	200
Volatile	100
Fixed	100
BOD (5-day, 20 C)	200
COD	300
•TOC	150
Total Nitrogen	50
Organic Nitrogen	20
Free Ammonia Nitrogen	30
Nitrate (NO) Nitrogen	0.05
Nitrate (NO) Nitrogen	0.20
Chlorides	100
Alkalinity (as CaCo)	100
Fats, Oils, and Grease	20

(4) An inspection must be made of the entire wastewater line from the residence to its connection with Family Diner, Inc., wastewater system, and said wastewater line and all connections must be approved by Family Diner, Inc.

(5) In addition to the above charges the user must agree to and abide by all rules and regulations contained in user's application for water and wastewater service and as same rules and regulations may subsequently change and pay any other charges and rates as set forth in said application and as same charges and rates may subsequently change.

SINGLE FAMILY RESIDENTIAL WASTEWATER RATES

All bills for water service are subject to the following:

(1) The rates and charges to be charged and collected from consumers of wastewater furnished by Family Diner, Inc., will be as follows:

Minimum monthly charge

13.20

\$28.50 (includes wastewater charge associated with 4,000 3000 gallons of water consumption).

Rate per 1,000 gallons of water used over 4,000 gallons thru 7,000 gallons

2.20

\$4.70 per 1,000 gallons

Maximum monthly charge

\$42.60 NO MAX.

(2) Family Diner, Inc., in its wastewater rates takes into consideration its furnishing of water at the same time and Family Diner, Inc., will not furnish wastewater service without serving water at same time.

Family Diner, Inc., presently only has single family residential wastewater service and rates as listed above. Rates for any other type wastewater service which may be furnished in the future will be set at that time.

The above single family residential wastewater service charges and single family residential wastewater rates of Family Diner, Inc. are subject to change without notice.

GENERAL

Family Diner, Inc., will not be held responsible for any action or inaction connected with serving wastewater to the customer.

FAMILY DINER, INC.
COMMERCIAL WATER AND WASTEWATER SERVICES

The only commercial customer Family Diner, Inc., has at the present time is Turkey Creek Golf & Racquet Club, who is being charged a flat rate of \$2,450.00 per month for all water and wastewater services that they have at the present time. The deposit for the current services shall be the equivalent of one month's usage which is \$2,450.00.

Other commercial water and wastewater rates will be set on an individual basis based on type of commercial activity.

GENERAL

Family Diner, Inc., will not be held responsible for any action or inaction connected with serving commercial water and wastewater to the customer.

Utility

Alachua	Water - 1st 3,000 gal.	\$ 6.60--Over 3,000	\$.96/M
	Sewer - 1st 3,000 gal. (No Maximum)	\$13.20--Over 3,000	\$2.20/M
	Note: Alachua last year transferred \$112,000 from their elect fund to water/sewer account so as to wipe out a \$112,000 deficit in the water/sewer account.		
Archer	Water - 1st 3,000 gal	\$ 6.00--Over 3,000	\$1.75/M
High Springs	Water - " 3,000 gal	\$ 9.00--Over 3,000	\$1.50/M avg.
Turkey Crk.	Water - 1st 4,000 gal.	\$11.35*--Over 4,000	\$.95/M*
	Sewer - 1st 4,000 gal. (Maximum Res. is \$42.60)	\$28.50--Over 4,000	\$4.70/M

*Includes 10% Alachua City tax paid to City monthly



TYPICAL WATER METER INSTALLATION COST

		<u>5/8"</u>	<u>1"</u>
1	Main Shut-off Valve	\$ 14.10	\$ 26.15
5'	1" Plastic Flex Pipe @ 52¢/ft.	18.20	18.20
3 1/2	1" Brass T @ \$16.41	8.21	8.21
	Lockable Curb Stop, Lock & Washer	15.94	23.89
	Meter	36.50	97.10
2	Plastic Meter Boxes & Covers @ \$13.33 ea.	26.66	26.66
1	PVC Ball Shut-off Valve	12.25	13.28
1	PVC Ball Check Valve	26.18	31.14
6 hrs.	Mechanic @ \$7.00/hr.	42.00	42.00
2 hrs.	Helper @ \$5.25/nr.	63.00	63.00
	Truck, tools, misc.	66.00	66.00
	Overhead, insurance, etc.	<u>62.52</u>	<u>78.96</u>
	TOTAL COST	\$391.56	\$494.59

There is no cost included in the above for the two trips which have to be made to locate the water and sewer entry for the customer or to make an inspection of sewer connection.

EXHIBIT "F"