

970635-WL

APPLICATION FOR NAME CHANGE

(Pursuant to Section 367.121, Florida Statutes)

To: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for a name change on Water Certificate No. 588-W and/or Wastewater Certificate No. N/A for facilities in Polk County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of the applicant:

Pinecrest Ranches
Name of utility

(941) 299-6651 (941) 293-4211
Phone No. Fax No.

277 Magnolia Avenue, S.W.
Office street address

Winter Haven FL 33880
City State Zip Code

P. O. Box 192, Winter Haven, FL 33882-0192
Mailing address if different from street address

N/A Internet address if applicable

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

James O. Vaughn (941) 299-6651
Name Phone No.

277 Magnolia Avenue, S.W.
Street address

Winter Haven FL 33880
City State Zip Code

DOCUMENT NUMBER-DATE
05302 MAY 28 5
FPSC-RECORDS/REPORTING

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

Corporation (Partnership) Sole Proprietorship

Other _____
(Specify)

- D) The proposed change in name:

Pinecrest Ranches, Inc.

- E) Indicate the organizational character of the utility under the new name: (circle one)

(Corporation) Partnership Sole Proprietorship

Other _____
(Specify)

- F) Exhibit "A" - A statement setting out the reason for the name change.

- G) The effective date of the name change: May 1, 1997

- H) Exhibit "B" - In the case of a corporation, limited partnership, or any other type of entity that is chartered by the State of Florida or any other state, a copy of the certificate or other document issued by the state showing its acceptance of the entity's new name.

- I) Exhibit "C" - In the case of a corporation, limited partnership, or any other type of entity that is chartered by the State of Florida or any other state, a statement from an officer that the ownership and control of the utility and its assets will not change under the proposed name.

- J) Exhibit N/A - In the case of a sole proprietorship, or any other entity not chartered by the State of Florida or any other state, a statement, signed by a duly authorized representative that the ownership and control of the utility and its assets will not change under the proposed name.

- K) Exhibit "D" _____ - A proposed notice to be sent to the customers of the utility informing them of the change in utility name. After the Commission staff approves the customer notice, the utility shall send the approved customer notice to all existing customers with the next regular billing, advising them of the name change.
- L) Exhibit "E" _____ - An original and two copies of the utility's water and/or wastewater tariff(s), including all standard forms, resubmitted under the proposed name change. **Sample tariffs are enclosed with the application package.**
- M) Exhibit * _____ - The applicant's current water and/or wastewater certificate(s).

*Not Yet Received

PART II AFFIDAVIT

I, James O. Vaughn, President of Pinecrest Ranches, Inc. (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

PINECREST RANCHES, Inc.

BY:

James O. Vaughn
Applicant's Signature

James O. Vaughn

Applicant's Name (Typed)

President, Pinecrest Ranches, Inc.

Applicant's Title *

Subscribed and sworn to before me this 27 of May 1997.



Kathryn M. Hogan
MY COMMISSION # 00643302 EXPIRES
April 23, 2001
BONDED THROUGH TROY FARM INSURANCE, INC.

Kathryn M. Hogan
Notary Public

* If the applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

Exhibit "A"

The water operation known as Pinecrest Ranches has been separated from the land sales operation known as Citrus Highlands. Pinecrest Ranches has been incorporated under the name Pinecrest Ranches, Inc. This was done so that finances, assets and reporting requirements on the water system will be completely separate from the land sales operation.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PINECREST RANCHES, INC., a Florida corporation, filed on April 1, 1997, as shown by the records of this office.

The document number of this corporation is P97000029914.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Second day of April, 1997



CR2EO22 (2-95)



Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF

PINECREST RANCHES, INC.

The undersigned subscriber to these Articles of Incorporation, competent to contract, hereby forms a corporation for profit under the laws of the State of Florida.

ARTICLE I - NAME

The name of the corporation is PINECREST RANCHES, INC., whose address is: 277 Magnolia Avenue, Winter Haven, Florida 33880.

ARTICLE II - PURPOSE

The Corporation may engage in any activity or business permitted under the laws of the United States and of the State of Florida.

ARTICLE III - CAPITAL STOCK

The total authorized capital stock of this Corporation shall be 100 shares of common stock at \$1.00 par value, all of said common stock fully paid and non-assessable.

ARTICLE IV - PREEMPTIVE RIGHTS

The shareholders of this Corporation shall have preemptive rights to the Corporation's common stock.

ARTICLE V. - TERM OF EXISTENCE

The Corporation shall have perpetual existence, unless sooner dissolved according to law.

ARTICLE VI - ADDRESS

The principal office of this Corporation shall be 277 Magnolia Avenue, Winter Haven, Florida 33880, but the Corporation shall have the power to establish branch offices and other places of

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

business at such other place within or without the State of Florida, as may be determined and deemed expedient by the Board of Directors.

ARTICLE VII - DIRECTORS

This Corporation shall have two (2) Directors initially. The number of Directors may be increased or diminished from time to time according to By-Laws adopted by the Stockholders, but shall never be less than one.

ARTICLE VIII - ORIGINAL DIRECTORS

The names and addresses of the members of the first Board of Directors, are:

JAMES O. VAUGHN

277 Magnolia Avenue
Winter Haven, FL 33880

MARGARET S. HANKIN

1606 N. Lake Shipp Drive
Winter Haven, FL 33880

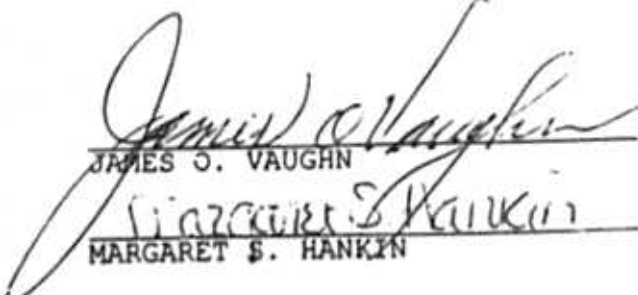
ARTICLE IX. - SUBSCRIBER

The name and address of the Subscriber to the Certificate of Incorporation of this Corporation, is:

JAMES O. VAUGHN

277 Magnolia Avenue
Winter Haven, FL 33880

IN WITNESS WHEREOF, the Subscriber has hereunto set his hand and seal and acknowledged and filed the foregoing Articles of Incorporation in the office of the Secretary of State, this 25th day of March, 1997.



JAMES O. VAUGHN



MARGARET S. HANKIN

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME personally appeared JAMES O. VAUGHN, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, who is personally known to me or who has produced _____, as identification and who ~~did~~ (did not) take an oath, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County of Polk and State of Florida, this 28th day of March, 1997.



Annie E. Webb
ANNIE E. WEBB Notary Public
My Commission Expires: 4-19-97

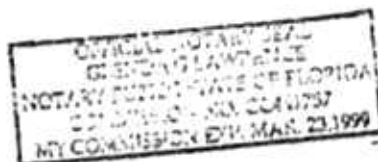
STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME personally appeared MARGARET S. HANKIN, to me well known and known to me to be the individual described in and who executed the foregoing Articles of Incorporation, who is personally known to me or who has produced _____, as identification and who ~~did~~ (did not) take an oath, and acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County of Polk and State of Florida, this 28th day of March, 1997.

Glenda G. Lawrence
Notary Public
My Commission Expires: _____

GLENDAG. LAWRENCE



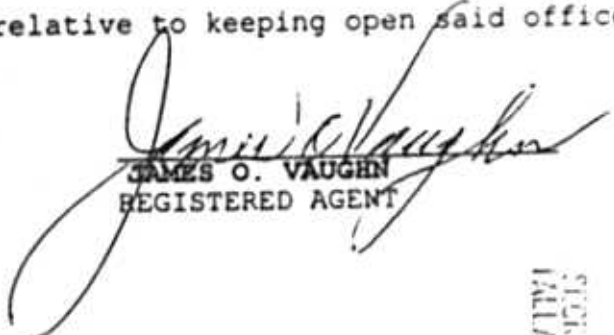
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In Pursuant of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

FIRST--- **PINECREST RANCHES, INC.**, desiring to organize under the Laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, in the City of **WINTER HAVEN**, State of **FLORIDA**, has named, **JAMES O. VAUGHN**, located 277 Magnolia Avenue, Winter Haven, Florida 33880, as its Agent to accept Service of Process within this State.

ACKNOWLEDGEMENT: (Must be signed by Registered Agent).

Having been named to accept service of process for the above state Corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.


JAMES O. VAUGHN
REGISTERED AGENT

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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Exhibit "C"

The only difference made by this name change is from Pinecrest Ranches to Pinecrest Ranches, Inc. There is no change in assets, ownership and/or control of the utility.

PINECREST RANCHES, Inc.

By: 

James O. Vaughn, President

Exhibit "D"

Proposed
NOTICE TO WATER CUSTOMERS
REGARDING NAME CHANGE OF WATER COMPANY

Effective May 1, 1997, the water system known as Pinecrest Ranches has been incorporated. The new name is

PINECREST RANCHES, Inc.

All future water payments should be made to: Pinecrest Ranches, Inc.

Payments should be mailed to: Pinecrest Ranches, Inc.
P. O. Box 192
Winter Haven, FL 33882-0192

EXHIBIT "E"

WATER TARIFF

PINECREST RANCHES, Inc.
NAME OF COMPANY

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FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

PINECREST RANCHES, Inc.
NAME OF COMPANY

P. O. Box 192

Winter Haven, FL 33882-0192
(ADDRESS OF COMPANY)

Business: 941/299-6651 Emergency: 941-299-2261
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.WATER TARIFF

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JAMES O. VAUGHN
ISSUING OFFICERPRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

TERRITORY SERVEDCERTIFICATE NUMBER -COUNTY - POLKCOMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-97-0367-FOF-WU	4/2/97	961253-WU	Grandfather

(Continued to Sheet No. 3.1)

JAMES O. VAUGHN
ISSUING OFFICERPRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF PINECREST RANCHES, Inc. WATER SERVICE TERRITORY

Located within Section 6, Township 30 South, Range 26 East in Polk County, Florida.

More particularly described as follows: Begin at the NW corner of the NE-1/4 of Section 6 and run N 89°28'10"E, along the Northern Boundary of Section 6, 1145.33 feet; thence S 20°03'30"E, 383.78 feet; thence N 69°56'30"E, 57.71 feet to the East Boundary of the W-1/2 of the NE-1/4; thence S 0°22'30"E, along said East Boundary, 1394.42 feet to the NE corner of the SW-1/4 of the NE-1/4 of Section 6; thence N 89°21'48"W, along the North Boundary of the SW-1/4 of the NE-1/4, 1328.39 feet to the West Boundary of the NE-1/4; thence N 0°24'01"W, along said West Boundary, 1709.77 feet to the Point of Beginning.

Also, two parcels more particularly described as follows:

Located within Section 31, Township 29 South, Range 26 East in Polk County, Florida.

Beginning at the SE corner of Section 31, run Westerly 2771.38 feet to the Point of Beginning, thence run West 224.50 feet; thence North 120 feet; thence East 224.50 feet; thence South 120 feet to the Point of Beginning.

and;

Beginning at the SE corner of Section 31, run Westerly 2591.38 feet to the Point of Beginning, continue West 60.00 feet; thence North 105 feet; thence East 60 feet; thence South 105 feet to the Point of Beginning.

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

N/A

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may 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 water service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of customers who receive 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" - James O. Vaughn and Margaret S. Hankin d/b/a Citrus Highlands operating the water system for the Citrus Highlands Subdivision under the name "PINECREST RANCHES, Inc.."
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature 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.
- 8.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 10.0 "RATE" - Amount which the utility may charge for water service which is applied to the customer's actual consumption.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

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JAMES O. VAUGHN
ISSUING OFFICERPRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 **"SERVICE"** - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 **"SERVICE LINES"** - The pipe between the Company's mains and the point of 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.

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

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JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

(Continued from Sheet No. 6.0)

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JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

The Company shall provide water service to all customers requiring such service within its certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, PRESIDENTships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

In no case shall a customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

- 9.0 **TYPE AND MAINTENANCE** - In accordance with Rule 25-30.545, Florida Administrative Code, the customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

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

- 11.0 **INSPECTION OF CUSTOMER'S INSTALLATION** - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

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

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.**WATER TARIFF**

(Continued from Sheet No. 8.0)

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

- 13.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 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 **CUSTOMER BILLING** - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

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

- 16.0 **DELINQUENT BILLS** - When it has been determined that a customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 17.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any 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.
- 18.0 **TERMINATION OF SERVICE** - When a customer wishes to terminate service on any premises where water service is supplied by the Company with water service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 20.0 **UNAUTHORIZED CONNECTIONS - WATER** - Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 21.0 **METERS** - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 22.0 **ALL WATER THROUGH METER** - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 **ADJUSTMENT OF BILLS** - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 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 25-30.282, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 **METER ACCURACY REQUIREMENTS** - All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 26.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

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JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

N/A

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

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 - Period begins 29th of each month; ends 28th of following month

RATE - \$12.50 flat rate per month

MINIMUM CHARGE - \$12.50 flat rate per month.

TERMS OF PAYMENT -

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

EFFECTIVE DATE -

TYPE OF FILING - GRANDFATHER

N/A

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

N/A

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

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.

LATE FEE - This charge is levied when payment is received after 21st of month following service.

LOCK TAMPERING - This charge is levied when customer removes and/or damages lock placed on water line by Company representative due to non-payment of water bill.

(Continued on Page 16.1)

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

(Continued from Original Page 16.0)

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Fee	\$ <u>2.50</u>
Lock Tampering	\$ <u>Actual Cost</u>

EFFECTIVE DATE -

TYPE OF FILING - GRANDFATHER

NAME OF COMPANY PINECREST RANCHES, Inc.

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"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$350.00	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
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	\$	
<u>Inspection Fee</u>	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage).....	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
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 -

TYPE OF FILING - GRANDFATHER

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	N/A
APPLICATION FOR WATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	N/A

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

N/A

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

APPLICATION FOR WATER SERVICE

(See Next Page)

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

Application Form

Name _____

Telephone Number _____

Billing Address _____

City State Zip

Service Address _____

City State Zip

Date service should begin _____

Service requested: Water

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

1. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The customer agrees to abide by all existing Company rules and regulations as contained in the tariff.
4. Bills for water service will be rendered Monthly, as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days' written notice, service may be discontinued.
5. When a customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require (oral, written) notice within 10 days prior to the date the customer desires to terminate service.

Signature_____
Date**JAMES O. VAUGHN**
ISSUING OFFICER**PRESIDENT**
TITLE

N/A

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

COPY OF CUSTOMER'S BILL

Attached Schedule "D"

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

Schedule "D"
PINECREST RANCHES

Post Office Box 192
Winter Haven, FL 33882-0192
Phone: 941/299-6651

Payments received after the 28th will be credited on next month's bill.

NAME	Date
MAILING ADDRESS	Lot
CITY	Phone:

04/28 Balance Forwarded	\$13.06
05/20 Payment	-13.06
May Water Service	12.50
May Regulatory Assessment Fee	.56
Net Due by Jun 20, 1997	\$13.06

Payment in full must be received by the 20th to avoid a 5-day cut off notice. Additional fees will be assessed if our representative has to come to your home to cut off service.

Remember: Your water valve cover should be visible, free of grass and dirt.

TERMS: Payment in full must be RECEIVED by 20th of month.
LATE FEE of \$2.50 will be assessed on past due accounts
NO cash payments accepted.

If full payment is not received by 20th of month following service, the \$2.50 late fee will be assessed and a 5-working-day cut off notice will be sent to you. If account not paid in full during 5-day period, our representative will cut off service WITH NO FURTHER NOTICE. Example: If we have not received your payment for March water by April 20, this procedure will be followed. You will be required to pay a total of \$27.50 plus the amount of the bill to get service reconnected.

Regulatory Assessment Fee OF 4.54 is due on water:

Water Service	\$12.50	+ Regulatory Assessment Fee	\$.56 = \$13.06
Late Fee	2.50		
Premises Visit	10.00		
Violation Reconnection	15.00		
NSF Fee	15.00		
Customer Removal or Damage to Lock	Actual Cost		

MAIL WATER PAYMENT TO:

PINECREST RANCHES
Post Office Box 192
Winter Haven, FL 33882-0192

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 17.0
Service Availability Policy.....	24.0

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PINECREST RANCHES, Inc.

WATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

JAMES O. VAUGHN
ISSUING OFFICER

PRESIDENT
TITLE