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17.

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REPLY TO ALTAMONTE SPRINGS

May 14, 2004

**HAND DELIVERY** 

Ms. Blanca Bayo Commission Clerk and Administrative Services Director Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399

Re: Docket No.: 040359-WS; Application for Authority to Operate Under Fictitious Name By AquaSource Utility, Inc., Arredondo Utility Company, Inc., Crystal River Utilities, Inc., Jasmine Lakes Utilities, Inc., Lake Suzy Utility, Inc., and Ocala Oaks Utilities, Inc.

Our File No.: 33087.01

Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket are two (2) copies each of the following Water and Wastewater Tariffs which are Late Filed Exhibits "D-1 through D-6" to the Application of AquaSource Utility, Inc.:

	1.	AquaSource Utility, Inc., d/b/a Aqua Utilities Florida, Inc.
CMP	1.	Water Tariff
COM		Wastewater Tariff
CTR	2.	Crystal River Utilities, Inc., d/b/a Aqua Utilities Florida, Inc.
ECR)		Water Tariff
GCL Lover	Letter	Wastewater Tariff
OPC	3.	Jasmine Lakes Utilities Corporation d/b/a Aqua Utilities Florida, Inc.
MMS		Water Tariff Wastewater Tariff
RCA		
SCR	4.	Ocala Oaks Utility, Inc., d/b/a Aqua Utilities Florida, Inc.
SEC   COVER	1+r.	Water Tariff 05596 MAY 14
OTH COVERILL	Q _	

Ms. Blanca Bayo May 14, 2004 Page 2

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- 5. Arredondo Utility Company, Inc., d/b/a Aqua Utilities Florida, Inc.
  Water Tariff
  Wastewater Tariff
- 6. <u>Lake Suzy Utilities, Inc. d/b/a Aqua Utilities Florida, Inc.</u>
  Water Tariff
  Wastewater Tariff

Please note that the originals of the above-listed Tariffs have been forwarded directly to Pat Brady.

Very truly-yours,

VALERIE L. LORD For the Firm

/mp Enclosures

cc: Kathy L. Pape, Esquire (w/o enclosures)
Ms. Nance Guth (w/o enclosures)

M:\1 ALTAMONTE\AQUA AMERICA FLORIDA (33087)\(01) MISC - FL UTILITY MATTERS\PSC Clerk 02 (Tariffs).ltr.wpd

LAW OFFICES

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REPLY TO ALTAMONTE SPRINGS

MARTIN S. FRILDMAN, P.A.
VALLERIF L. LORD, OI COUNSEL (LICENSED IN TEXAS ONLY)

May 14, 2004

### **HAND DELIVERY**

Ms. Pat Brady Division of Economic Regulation Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399

Re: Docket No.040359-WS; Application for Authority to Operate Under Fictitious Name By AquaSource Utility, Inc., Arredondo Utility Company, Inc., Crystal River Utilities, Inc., Jasmine Lakes Utilities, Inc., Lake Suzy Utility, Inc., and Ocala Oaks Utilities, Inc.

Our File No.: 33087.01

### Dear Pat:

In connection with the above-referenced docket, enclosed you will find the following original Tariffs (Late Filed Exhibits "D-1 through D-6" to the Application of AquaSource Utility, Inc.):

- AquaSource Utility, Inc., d/b/a Aqua Utilities Florida, Inc.
   Water Tariff
   Wastewater Tariff
- Crystal River Utilities, Inc., d/b/a Aqua Utilities Florida, Inc. Water Tariff
   Wastewater Tariff
- 3. <u>Jasmine Lakes Utilities Corporation d/b/a Aqua Utilities Florida, Inc.</u>
  Water Tariff
  Wastewater Tariff
- 4. Ocala Oaks Utility, Inc., d/b/a Aqua Utilities Florida, Inc.
  Water Tariff

Ms. Pat Brady May 14, 2004 Page 2

> 5. <u>Arredondo Utility Company, Inc., d/b/a Aqua Utilities Florida, Inc.</u> Water Tariff

Wastewater Tariff

6. <u>Lake Suzy Utilities, Inc. d/b/a Aqua Utilities Florida, Inc.</u>
Water Tariff
Wastewater Tariff

Two (2) copies of each of the above-referenced Tariffs have been forwarded to the PSC Clerk for filing.

Very truly yours,

VALERIE L. LORD For the Firm

/mp Enclosures

cc: Ms. Blanca Bayo, Commission Clerk (w/enclosures)
Kathy L. Pape, Esquire (w/o enclosures)
Ms. Nance Guth (w/o enclosures)

M:\1 ALTAMONTE\AQUA AMERICA FLORIDA (33087)\(01) MISC - FL UTILITY MATTERS\Brady (PSC) 01.ltr.wpd

### WATER TARIFF

# AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

# FILED WITH FLORIDA PUBLIC SERVICE COMMISSION

### LOCAL OFFICE

### AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. NAME OF COMPANY

### 6960 PROFESSIONAL PARKWAY EAST, SUITE 400

SARASOTA, FL 34240 ADDRESS OF COMPANY

PHONE: (941) 907-7400 - EMERGENCY: (800) 250-7532 (Business & Emergency Telephone Numbers)

### CORPORATE OFFICE

762 WEST LANCASTER AVENUE

BRYN MAWR, PA 19010

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RICK HUGUS
Issuing Officer

PRESIDENT Title

### ORIGINAL SHEET NO. 2.0

### WATER TARIFF

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RICK HUGUS Issuing Officer

PRESIDENT Title

### **INDEX OF TERRITORY**

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Lake	3.2	3.2.1
Polk	3.3	3.3.1

RICK HUGUS
Issuing Officer

PRESIDENT

### ORIGINAL SHEET NO. 3.1

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### TERRITORY AUTHORITY

**CERTIFICATE NUMBER** -

COUNTY -

COMMISSION ORDER (S) APPROVING TERRITORY SERVED -

Order Number Date Issued Docket Number Filing Type

(Continued to Sheet No. 3.1.1)

RICK HUGUS
Issuing Officer

PRESIDENT

AQUA UTILITIES FLORIDA, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF

(Continued from Sheet No. 3.1)

# DESCRIPTION OF TERRITORY SERVED

HELD FOR FUTURE USE

(Continued to Sheet No. 3.1.2)

RICK HUGUS Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.1.2

(Continued from Sheet No. 3.1.1)

### DESCRIPTION OF TERRITORY SERVED

HELD FOR FUTURE USE

(Continued to Sheet No. 3.1.3)

RICK HUGUS

Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.1.3

(Continued from Sheet No. 3.1.2)

# DESCRIPTION OF TERRITORY SERVED

HELD FOR FUTURE USE

(Continued to Sheet No. 3.1.4)

RICK HUGUS
Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.1.4

(Continued from Sheet No. 3.1.3)

# DESCRIPTION OF TERRITORY SERVED

HELD FOR FUTURE USE

(Continued to Sheet No. 3.1.5)

RICK HUGUS

Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.1.4)

### <u>DESCRIPTION OF TERRITORY SERVED</u>

**HELD FOR FUTURE USE** 

(Continued to Sheet No. 3.1.6)

RICK HUGUS

Issuing Officer

PRESIDENT Title

ORIGINAL SHEET NO. 3.1.6

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF

(Continued from Sheet No. 3.1.5)

# DESCRIPTION OF TERRITORY SERVED HELD FOR FUTURE USE

RICK HUGUS
Issuing Officer

PRESIDENT

### TERRITORY AUTHORITY

### LAKE COUNTY

### CERTIFICATE NUMBER - 441-W

### **COUNTY** - LAKE

### COMMISSION ORDER (S) APPROVING TERRITORY SERVED -

Order Number	<u>Date Issued</u>	Docket No.	Filing Type
14115	02/21/85	840304-WS	Original Certificate (Central Utilities, Ltd.)
19575	06/27/88	870633-WS	Transfer of Certificate (J. Swiderski Utilities Company)
23378	08/21/90	900106-WS	Transfer Amendment (Kings Cove Utilities, Inc.)
PSC-96-0131-FOF-WS	01/29/96	950231-WS	Amendment
PSC-96-0432-FOF-WU	03/28/96	950880-WU	Transfer Amendment (Forty-Eight Estates Wastewater System)
PSC-99-2115-PAA-WS	10/25/99	981779-WS	Transfer of Certificate (AQUA UTILITIES FLORIDA, INC.)
PSC-03-0627-FOF-WU	05/23/03	021142-WU	Amendment of Forty-Eight Estates

(Continued to Sheet No. 3.2.1)

RICK HUGUS Issuing Officer

PRESIDENT Title

(Continued from Sheet No. 3.2)

### DESCRIPTION OF TERRITORY SERVED

### LAKE COUNTY

### DOCKET NO. 840304-WS, ORDER NO. 14115

### TOWNSHIP 19 SOUTH, RANGE 26 EAST

Commence at the NW corner of the SE 1/4 of the SW 1/4 of said Section 31, thence S.00°12'35"W., a distance of 507.33 feet to the POINT OF BEGINNING; thence following the same bearing continue a distance of 811.74 feet to the south line of said Section 31; thence along said south line in an easterly direction a distance of 1,576.56 feet (more or less) to the western right-of way line of State Road 19; thence following said right-of-way line N.16°38'42"E., a distance of 254.68 feet to a point; thence N.00°14'00"E., a distance of 215 feet: thence S.89°29'55"E., a distance of 353.36 feet; thence N.16°38'42"E., a distance of 416.66 feet to a point; thence N.89°29'55"W., a distance of 1,286.64 feet to a point; thence S.00°14'00"W., a distance of 83 feet to a point; thence N.89°29'55"W., a distance of 569.03 feet (more or less) to the west line of the SE 1/4 of the SW 1/4 of said Section 31 and the POINT OF BEGINNING.

### DOCKET NO. 900106-WS, ORDER NO. 23378

### KING'S COVE SUBDIVISION

### TOWNSHIP 19 SOUTH, RANGE 24 EAST

N -- 1

SECTION 1 Commence at the SE corner of the SW 1/4 of said Section 1, thence S.89°52'46"W., along the south line of the said SW 1/4, a distance of 1,118.22 feet to the POINT OF BEGINNING: thence continue S.89°52'46"W., along said south line a distance of 339.27 feet; thence N.00°07'14"W., a distance of 75.00 feet to the beginning of a curve concave to northwest and having a radius of 25.00 feet; thence southwesterly along said curve through a central angle of 90°00'00", an arc distance of 39.27 feet to the end of said curve; thence S.89°52'46"W., a distance of 144.79 feet; thence N.00°07'14"W., a distance of 95.47 feet; thence N.43°02'46"W., a distance of 95.56 feet; thence N.46°57'14"E., a distance of 25.00 feet; thence N.43°02'46"W., a distance of 50.00 feet to a point on the southerly right-of-way of Twin Palms Road (District Number 1-5915); thence S.46°57'14"W., along said right-of-way a distance of 9.25 feet to the beginning of curve concave to the northwest and

(Continued to Sheet No. 3.2.2)

RICK HUGUS

Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.2.1)

having a radius of 516.40 feet; thence along the curve through a central angle of 26°21'52", an arc distance of 237.62 feet to the end of said curve; thence S.73°19'06"W., a distance of 322.25 feet to the beginning of a curve concave to the southeast and having a radius of 25.00 feet; thence along said curve through a central angle of 97042'28", an arc distance of 42.63 feet to the end of said curve and a point on a curve concave to the southwest and having a radius of 1,250.08 feet, said point also being on the northeasterly right-of-way of State Road 466-A; thence northwesterly along said right-of-way line through a central angle of 6055'41", an arc distance of 235.80 feet; thence N.58040'57"E., a distance of 150.00 feet to a curve concave to the southwest and having a radius of 2,100.00 feet; thence southerly along said curve through a central angle of 05019'18", an arc distance of 195.06 feet to a point on the northerly right-of-way line of Twin Palms Road (District Number 1-5915), thence N.73°19'06"E., along said right-of-way a distance of 207.10 feet to a point on a Curve concave to the northwest and having a radius of 466.40 feet; thence along said curve through a central angle of 26°21'52", an arc distance of 214.61 feet to the end of said curve; thence N.46°57'14"E., a distance of 288.00 feet; thence N.47035'22"E., a distance of 383.18 feet; thence N.48011'49"E., a distance of 325.10 feet to the beginning of a curve concave to the northwest and having a radius of 25.00 feet; thence northerly along said curve through a central angle of 90000'00", an arc distance of 39.27 feet to the end of said curve; thence N.41048'11"W., a distance of 349.61 feet to the beginning of a curve concave to the northwest and having a radius of 25.00 feet; thence southwesterly along said curve through a central angle of 69°33'21", an arc distance of 39.08 feet to the end of said curve; thence 8.47045'10"W., a distance of \$89.81 feet; thence N.42014'50"W., a distance of 518.77 feet; thence S.71°33'26"W., a distance of 15.82 feet; thence N.08°21'41"W., a distance of 101.57 feet, thence N.71°33'26"E., a distance of 55.31 feet; thence N.84°10'30"W., a distance of 126.10 feet; thence N.61°04'44"E., a distance of 125.86 feet; thence N.68008'51"E., a distance of 91.78 feet; thence N.51°36'12"E., a distance of 147.29 feet; thence N.54°50'04"E., a distance of 97.10 feet; thence N.30013'13"E., a distance of 72.73 feet; thence 9.62°58'24"E., a distance of 100.16 feet; thence 5.30°13'13"W., a distance of 51.40 feet to a point on a curve concave to the south and having a radius of 50.00 feet; thence northeasterly, easterly, and southeasterly along said curve through a central angle of 107058'36", an arc distance of 94.23 feet to the end of said curve; thence S.41048'll"E., a distance of 744.32 feet to the beginning of a curve concave to the southwest and having a radius of 145.36 feet; thence southeasterly along said curve through a central angle of 13047'46", an arc distance of 35.00 feet; thence N.70000'00"E., a distance of 585.43 feet; thence \$.46020'00"E., a distance of 178.77 feet; thence S.43°40'00"W., a distance of 156.00

(Continued to Sheet No. 3.2.3)

RICK HUGUS

Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.2.3

(Continued from Sheet No. 3.2.2)

feet; thence S.06°30'00"W., a distance of 115.64 feet; thence S.19°15'00"W., a distance of 320.00 feet; thence S.45°00'00"W., a distance of 200.00 feet; thence S.00°07'14"E., a distance of 110.00 feet; thence S.89°52'46"W., a distance of 90.00 feet; thence S.00°07'14"E., a distance of 115.00 feet to the POINT OF BEGINNING.

# AND KING'S COVE SUBDIVISION FIRST ADDITION

Commence at the SE corner of the SW 1/4 of said Section 1; thence run North along the east line of said SW 1/4 a distance of 1,481.74 feet to a POINT OF BEGINNING; from said POINT OF BEGINNING run S.55009'37"E., a distance of 51.01 feet to the beginning of a curve concave to the northerly and having a radius of 523.41 feet; thence run easterly along said curve through a central angle of 27050'23", a distance of 254.32 feet to the end of said curve; thence S.83000'00"E., a distance of 792.23 feet; thence N.07020'20"W., a distance of 243.14 feet; thence S.82039'40"W., a distance of 360.00 feet; thence N.83000'00"W., a distance of 330.00 feet; thence N.07000'00"E., a distance of 70.00 feet; thence N.83000'00"W., a distance of 210.00 feet; thence due north 60 feet; thence due west 50.00 feet; thence N.75056'54"W., a distance of 116.37 feet; thence N.51039'40"W., a distance of 123.16 feet to the beginning of a curve concave southerly and having a radius of 461.86 feet; thence westerly and southwesterly along said curve through a central angle of 80°08'31", a distance of 46.01 feet to the end of said curve; thence S.48°11'49"W., a distance of 586.30 feet to the northeasterly right-of-way of Maple Leaf Drive, according to the Plat of King's Cove Subdivision; recorded in Plat Book 22, Page 44 and 45 of the public records of Lake County, Florida; thence run S.41048'11"E., along said right-of-way of Maple Leaf Drive a distance of 250.00 feet to the beginning of a curve concave southwesterly and having a radius of 145.36 feet; thence southeasterly along said curve through a central angle of 13047'46", a distance of 35.00 feet; thence N.70000'00"E., a distance of 585.43 feet; thence 5.46°20'00"E., a distance of 178.77 feet; thence N.34°50'11"E., a distance of 182.17 feet; thence N.37°51'20"E., a distance of 150.00 feet; thence S.51039'40"E., a distance of 103.28 feet to the east line of the SW 1/4; thence north along said east line of the SW 1/4, a distance of 63.74 feet to the POINT OF BEGINNING.

(Continued to Sheet No. 3.2.4)

RICK HUGUS Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.2.4

(Continued from Sheet No. 3.2.3)

## KING'S COVE SUBDIVISION SECOND ADDITION

From the SE corner of the SW 1/4 of said Section 1, run S.89°52'46"W. along the south line of said SW 1/4, a distance of 1,457.49 feet to the SW corner of Lot 11. Block "A", King's Cove Subdivision, according to the plat thereof as recorded in Plat Book 22, Pages 44 and 45 of the public records of Lake County, Florida, and the POINT OF BEGINNING of this description.

From said POINT OF BEGINNING continue S.89°52'46°W., a distance of 624.55 feet to a point on a curve concave westerly and having a radius of 2,100.08 feet, run thence northwesterly along said curve through a central angle of 09004'26", a distance of 332.24 feet to the southerly right-of-way of Twin Palms Road; run thence N.73019'06"E., along the southerly right-of-way of Twin Palme Road, a distance of 199.52 feet to the beginning of a curve concave northerly and having a radius of 516.40 feet; run thence northeasterly along said curve through a central angle of 26°21'52", a distance of 237.62 feet; thence N.46°57'14"E., a distance of 9.25 feet; thence S.43002'46"E., a distance of 150.00 feet; thence S.46057'14"W., a distance of 25.00 feet; thence 5.43002'46"E., a distance of 95.56 feet; thence S.00007'14"E., a distance of 95.47 feet; thence N.89052'46"E., a distance of 144.79 feet to the beginning of a curve northwesterly and having a radius of 25.00 feet; run thence northeasterly along said curve through a central angle of 90°00'00", a distance of 39.27 feet; thence  $5.00^{\circ}07'14"E.$ , a distance of 75.00 feet; thence  $N.89^{\circ}52'46"E.$ , a distance of 16.72 feet to a point that is N.00017'14"W. of the POINT OF BEGINNING; run thence \$.00007'14"E., a distance of 150.00 feet to the POINT OF BEGINNING.

### DOCKET NO. 950231-WS, ORDER NO. PSC-96-0131-FOF-WS

### KING'S COVE SUBDIVISION THIRD ADDITION

### TOWNSHIP 19 SOUTH, RANGE 24 EAST

SECTION 1

King's Cove Subdivision, Third Addition, according to the plat thereof as recorded in Plat Book 25, Page 37, public records of Lake County, Florida described as follows: Commence at the SE corner of the SW 1/4 of Section 1. Township 19 South, Range 24 East, Lake County, Florida, run thence S.89°52'46"W. along the south line of said SW 1/4, a distance of 2,082.04 feet to the SW corner of Lot 2, King's Cove Subdivision, Second Addition, according to the plat thereof as recorded in Plat Book 24, Page 31 of the Public Records of Lake County, Florida, and the POINT OF BEGINNING of Section "A".

(Continued to Sheet No. 3.2.5)

RICK HUGUS

Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.4)

From said POINT OF BEGINNING of Section "A", continue \$.89°52'46"W., a distance of 156.06 feet to a point on the northeasterly right-of-way of State Road No. 466A, said point being on a curve concave to the southwesterly and having a radius of 1,950.08 feet; thence northwesterly along said northeasterly right-of-way and said curve through a central angle of 07°37'40" an arc length of 259.61 feet to the beginning of a curve concave to the southeasterly and having a radius of 25.00 feet; thence northeasterly along the arc of said curve through a central angle of 97°42'28", an arc distance of 42.63 feet to the end of said curve; thence N.73°19'06"E., along the southeasterly right-of-way of Twin Palms Road, a distance of 122.74 feet to the NW corner of Lot 1 of the aforesaid King's Cove Subdivision, Second Addition, and a point hereby designated as Point "A", said point being on a curve concave to the southwesterly and having a radius of 2,100.08 feet; thence southeasterly and along the westerly line of said King's Cove Subdivision, Second Addition, and the arc of said curve through a central angle of 09°04'26", an arc distance of 332.59 feet and a chord distance of 332.24 feet to the POINT OF BEGINNING of the aforesaid Section "A".

Return to the aforementioned Point "A"; run thence N.73°19'06"E., along said southeasterly right-of-way of Twin Palms Road, a distance of 199.52 feet to the beginning of a curve concave to the northwesterly and having a radius of 516.40 feet, thence northeasterly along the arc of said curve through a central angle of 26°21'52", an arc distance of 237.62 feet to the end of said curve; thence N.43°02'46"W., a distance of 50.00 feet to the northwesterly right-of-way of said Twin Palms Road; thence N.46°57'14"E., along said northwesterly right-of-way of Twin Palms Road, a distance of 14.25 feet to the POINT OF BEGINNING of Section "B".

Run thence N.43°02'46"W., a distance of 150.00 feet; thence N.46°57'14"E., a distance of 120.00 feet; thence N.46°40'44"E., a distance of 50.00 feet; thence N.47°45'10"E., a distance of 840.29 feet to the southwesterly right-of-way of Maple Leaf Drive; thence S.41°48'11"E., along said southwesterly right-of-way of Maple Leaf Drive, a distance of 125.40 feet to the beginning of a curve concave to the westerly and having a radius of 25.00 feet; thence southerly along the arc of said curve through a central angle of 90°00'00", an arc distance of 39.27 feet to the end of said curve and the northwesterly right-of-way of Twin Palms Road; thence S.48°11'49"W., along said northwesterly right-of-way of Twin Palms Road, a distance of 325.11 feet; thence continuing along said northwesterly right-of-way of Twin Palms Road, run thence S.47°35'22"W., a distance of 383.19 feet; thence S.46°57'14"W., a distance of 273.75 feet to the POINT OF BEGINNING of the aforesaid Section "B".

(Continued to Sheet No. 3.2.6)

RICK HUGUS Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.2.5)

## KING'S COVE SUBDIVISION FOURTH ADDITION

King's Cove Subdivision, Fourth Addition, according to the plat thereof as recorded in Plat Book 25, Pages 56 and 57, public records of Lake County, Florida described as follows: Commence at the SE corner of SW 1/4 of Section 1, Township 19 South, Range 24 East, Lake County, Florida; run thence north along the east line of said SW 1/4 a distance of 1,681.09 feet to a point on the northerly line of Lot 20, King's Cove Subdivision, First Addition, according to the plat thereof as recorded in Plat Book 24, Page 27, public records of Lake County, Florida, and the POINT OF BEGINNING of Section "A".

From eaid POINT OF BEGINNING of Section "A", run N.75°56'54"W., along said northerly line of Lot 20 and the most northerly line of said King's Cove Subdivision, First Addition, a distance of 15.46 feet to the most northwesterly corner of said Lot 20; thence continuing along said most northerly line of King's Cove Subdivision, First Addition, run N.51°39'40"W., a distance of 123.16 feet to the beginning of a curve concave to the southerly and having a radius of 461.86 feet; thence run westerly along the arc of said curve through a central angle of 80°08'31", an arc distance of 646.01 feet to the end of said curve; thence S.48°11'49"W., a distance of 586.53 feet to the northeasterly right-of-way of Maple Leaf Drive and a point hereby designated as Point "A"; thence N.41°48'11"W., along said northeasterly right-of-way of Maple Leaf Drive a distance of 350.00 feet; thence N.48°11'49"E., a distance of 586.53 feet to the beginning of a curve concave to the southerly and having a radius of 811.86 feet; thence easterly along the arc of said curve through a central angle of 41°48'11", an arc distance of 592.33 feet to the end of said curve; thence east a distance of 398.10 feet to the aforementioned east line of SW 1/4; thence south along said east line of SW 1/4 a distance of 10.84 feet; thence N.89°24'10"E., a distance of 200.00 feet; thence S.26°35'50"E., a distance of 114.16 feet; thence S.40°43'39"W., a distance of 131.96 feet; thence south a distance of 343.41 feet; thence west a distance of 67.11 feet; thence N.75°56'54"W., a distance of 100.91 feet to the POINT OF BECINNING of Section "A".

Return to the aforementioned Point "A" and run \$.48°39'45"W., a distance of \$0.00 feet to the southwesterly right-of-way of Maple Leaf Drive and the POINT OF BEGINNING of Section "B", said POINT OF BEGINNING of Section "B" being the most northerly corner of Lot 12, King's Cove Subdivision, Third Addition, as recorded in Plat Book 25, Page 37, public records of Lake County, Florida; thence \$.47°45'10"W., along the northwesterly line of said King's Cove Subdivision, Third Addition, a distance of 840.29 feet; thence N.43°02'46"W., a distance of 224.06 feet to the beginning of a curve concave to the northerly and having a radius of 25.00 feet and a

(Continued to Sheet No. 3.2.7)

RICK HUGUS

Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.2.7

(Continued from Sheet No. 3.2.6)

tangent bearing of S.43°02'46"E.; thence easterly along the arc of said curve through a central angle of 89°12'04", an arc distance of 38.92 feet to the end of said curve; thence N.47°45'10"E., along a southwesterly extension of and the southeasterly line of Tract "D", King's Cove Subdivision, according to the plat thereof as recorded in Plat Book 22, Pages 44 and 45, public records of take County, Florida, a distance of 795.16 feet to the beginning of a curve concave to the westerly and having a radius of 25.00 feet; thence northerly along the arc of said curve through a central angle of 89°33'31", an arc distance of 39.08 feet to the end of said curve and a point on the southwesterly right-of-way of Maple Leaf Drive; thence S.41°48'11"E., along said southwesterly right-of-way, a distance of 224.21 feet to the POINT OF BEGINNING of Section "B". Also: Tract "A", King's Cove Subdivision, First Addition, according to the plat thereof as recorded in Plat Book 24, Page 27 of the public records of Lake County, Florida.

## KING'S COVE SUBDIVISION FIFTH ADDITION

King's Cove Subdivision, Fifth Addition, according to the plat thereof as recorded in Plat Book 27, Pages 83 and 84, public records of Lake County, Florida, described as follows: a part of the SW 1/4 of Section 1, Township 19 South, Range 24 East, and the SE 1/4 of Section 2, Township 19 South, Range 24 East, Lake County, Florida, described as follows: Commence at the SE corner of the SE 1/4 of Section 1, Township 19 South, Range 24 East, Lake County, Florida, run S.89°52'46"W., along the south line of the SW 1/4 a distance of 2,238.10 feet to the SW corner of Lot 1, Block A of King's Cove Subdivision, Third Addition, as recorded in Plat Book 25, Page 37 of the public records of Lake County, Florida, the same being a point on the northeasterly right-of-way of County Road 466-A, said point being on a curve concave southwesterly and having a radius of 1,950.08 feet, said point being N.73°14'18"E. from the center of said curve; thence northwesterly along said northeasterly right-of-way and curve through a central angle of 14°33'21", an arc distance of 495.41 feet to the most westerly corner of Tract A of King's Cove Subdivision, as recorded in Plat Book 22, Pages 44 and 45, and the POINT OF BEGINNING.

From said POINT OF BEGINNING, continue northwesterly along aforesaid right-of way curve, said curve having a radius of 1,950.08 feet and being concave southwesterly, through a central angle of 08°48'51", an arc distance of 300.00 feet to the end of said curve; thence continue along aforesaid right-of-way N.40°07'54"W., a distance of 294.28 feet; thence N.32°28'46"E., a distance of 334.37 feet; thence

(Continued to Sheet No. 3.2.8)

RICK HUGUS

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PRESIDENT

(Continued from Sheet No. 3.2.7)

N.44°45'14"E., a distance of 74.53 feet; thence N.57°47'55"E., a distance of 109.04 feet; thence S.89\*15'34"E., a distance of 59.31 feet; thence N.63°06'48"E., a distance of 66.01 feet; thence N.65°30'53"E., a distance of 77.24 feet; thence S.88°16'48"E., a distance of 84.87 feet to a point on the westerly boundary of Tract D of aforesaid King's Cove Subdivision, as recorded in Plat Book 22, Pages 44 and 45, public records of Lake County, Florida; thence along the boundary of said Tract D the following two courses: N.71°33'26"E., a distance of 15.82 feet; and 5.42°14'50"E., a distance of 518.77 feet to the most southerly corner of said Tract D and a point on the northwesterly right-of-way of Royal Oak Drive of King's Cove Subdivision, Fourth Addition, as recorded in Plat Book 25, Pages 56 and 57, public records of Lake County, Florida; thence S.47°45'10'W., along said northwesterly right-of-way, a distance of 125.00 feet to the beginning of a curve concave northwesterly and having a radius of 25.00 feet; thence southwesterly along the arc of said curve through a central angle of 11°33'45", an arc distance of 5.05 feet; thence S.43°02'46"E., along the southwesterly boundary of aforesaid King's Cove Subdivision, Fourth Addition, a distance of 199.91 feet to the most northerly corner of Tract A of King's Cove Subdivision, Third Addition, as recorded in Plat Book 25, Page 37 of the Public Records of Lake County, Florida; thence S.46°40'44"W., along the northwesterly boundary of said Tract A, a distance of 50.00 feet; thence \$.46°57'14"W., along the northwesterly boundary of Lot 4 of said Third Addition, a distance of 120.00 feet to the most westerly corner of said Lot 4; thence S.43°02'46"E., a distance of 150.00 feet to the most southerly corner of said Lot 4 and point on the northwesterly right-of-way of Twin Palms Road as recorded in the plat of King's Cove Subdivision in Plat Book 22, Pages 44 and 45; thence S.46°57'14"W., along said northwesterly right-of-way, a distance of 14.25 feet to the beginning of a curve concave northwesterly and having a radius of 466.40 feet; thence southwesterly along the arc of said curve through a central angle of 26°21'52", an arc distance of 214.61 feet to the end of said curve; thence continuing along said right-of-way 3.73°19'06"W., a distance of 207.10 feet to the most easterly corner of Tract A. of King's Cove Subdivision, said corner being N.64°00'15"E., from the center of a curve concave southwesterly and having a radius of 2,100.08 feet; thence northwesterly along the arc of said curve through a central angle of 05°19'18", an arc distance of 195.06 feet to the most northerly corner of said Tract A; thence S.58°40'57"W., a distance of 150.00 feet to POINT OF BEGINNING.

ALSO

RICK HUGUS Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.2.9

(Continued from Sheet No. 3.2.8)

Begin at the aforementioned most easterly corner of Tract A, King's Cove Subdivision, as recorded in Plat Book 22, Pages 44 and 45 of the public records of Lake County, Florida, said point being on the northerly right-of-way of Twin Palms Road (District Number 1-5915); run thence 5.73°19'06"W., along said northerly right-of-way, a distance of 29.64 feet to the point of curvature of a curve concave northwesterly and having a radius of 25.00 feet, said point of curvature being \$1.16°40'54"E. from the center of said curve; thence run northerly along the arc of said curve through a central angle of 100°07'41", an arc distance of 43.69 feet to the end of said curve and a point on a curve concave southwesterly and having a radius of 2,100.08 feet, said point being N.63°11'26"E. from the center of said curve; thence run southeasterly along the arc of said curve through a central angle of 00°48'49", an arc distance of 29.82 feet to the POINT OF BEGINNING.

## KING'S COVE SUBDIVISION SIXTH ADDITION

King's Cove Subdivision, Sixth Addition, according to the plat thereof as recorded in Plat Book 27, Page 85, public records of Lake County, Florida, described as follows: commencing at the SW corner of the SE 1/4 of Section 1, Township 19 South, Range 24 East, Lake County, Florida, run thence north along the west line of said SE 1/4 a distance of 1,681.09 feet to a point on the southerly line of Lot 14 of King's Cove Subdivision, Fourth Addition, as recorded in Plat Book 25, Pages 56 and 57 of the public records of Lake County, Florida; thence S.75°56'54"E., along said southerly line, a distance of 100.91 feet; thence east a distance of 50.00 feet to the most northeasterly corner of Lot 21 of King's Cove Subdivision, First Addition, as recorded in Plat Book 24, Page 27 of the public records of Lake County, Florida and the POINT OF BEGINNING.

From said POINT OF BEGINNING, run along the boundary of said King's Cove Subdivision, First Addition, the following five courses: south a distance of 60.00 feet; thence S.83°00'00"E., a distance of 210.00 feet; thence S.07°00'00"W., a distance of 70.00 feet; thence S.83°00'00"E., a distance of 330.00 feet; thence N.82°39'40"E., a distance of 54.00 feet; thence departing said boundary, run N.07°20'20"W., a distance of 461.84 feet; thence S.41°16'47"W., a distance of 98.89 feet; thence N.80°05'50"W., a distance of 173.00 feet; thence N.46°35'50"W., a distance of 193.00 feet; thence N.26°35'50"W., a distance of 95.84 feet to the most easterly corner of Lot 17 of the aforesaid King's Cove Subdivision, Fourth Addition; thence along the boundary of said subdivision the following three courses: \$40°43'39"W., a distance of 131.96 feet; thence south a distance of 343.41 feet; thence west a distance of 17.11 feet to the POINT OF BEGINNING. Also Tract "B" of King's Cove Subdivision, First Addition, as recorded in Plat Book 24, Page 27 of the public records of Lake County, Florida. (Tract "B" is a proposed road.)

(Continued to Sheet No. 3.2.10)

RICK HUGUS

Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.2.9)

## KING'S COVE SUBDIVISION SEVENTH ADDITION

King's Cove Subdivision, Unit 7, according to the plat thereof as recorded in Plat Book 25, Pages 56 and 57, public records of Lake County, Florida, described as follows: commence at the SE corner of the SW 1/4 of Section 1, Township 19 South, Range 24 East, Lake County, Florida; run thence north along the east line of said SW 1/4, a distance of 2,200.00 feet to the NW corner of Lot 18 of King's Cove Subdivision, Fourth Addition, according to the plat thereof as recorded in Plat Book 25, Pages 56 and 57 of the public records of Lake County, Florida; thence continue north along the east line of said SW 1/4, a distance of 10.84 feet to the POINT OF BEGINNING of this description.

From said POINT OF BEGINNING, run thence west along the northerly line of King's Cove Subdivision, Fourth Addition, a distance of 398.10 feet to the beginning of a curve concave southeasterly and having a radius of 811.86 feet; run thence westerly and southwesterly along the arc of said curve through a central angle of 41°48'11", a distance of 592.33 feet to the end of said curve; thence S.48°11'49"E., a distance of 285.53 feet to the northeasterly right-of-way of Old Hickory Lane; thence S.41°48'11"E., along said right-of-way a distance of 125.0 feet to the beginning of a curve concave northeasterly and having a radius of 25.0 feet; run thence southeasterly along the arc of said curve through a central angle of 90'00'00", a distance of 39.27 feet to a point on the northwesterly rightof-way of Royal Oak Drive; thence S.48°11'49"W., along said right-of-way of Royal Oak Drive a distance of 100.0 feet to the beginning of a curve concave westerly and having a radius of 25.0 feet; run thence northeasterly and northerly along the arc of said curve through a central angle of 90'00'00", a distance of 39.27 feet to the end of said curve; thence N.41°48'11"W., along the southwesterly right-of-way of Old Hickory Lane, a distance of 125.0 feet; thence leaving said right-of-way of Old Hickory Lane, run S.48°11'49"W., a distance of 250.0 feet to a point on the northeasterly right-of-way of Maple Leaf Drive, said point hereby designated as Point "A".

From said Point "A", run N.41°48'11"W., along said right-of-way of Maple Leaf Drive, a distance of 144.32 feet to the beginning of a curve concave southerly and having a radius of 50.0 feet; thence run northwesterly and southwesterly along the arc of said curve through a central angle of 107°58'47", a distance of 94.23 feet; thence leaving the right-of-way of Maple Leaf Drive, run N.30°13'13"E., a distance of 51.40 feet; thence N.23°50'00"E., a distance of 60.79 feet; thence N.74°06'09"E., a distance of 14.75 feet; thence

(Continued to Sheet No. 3.2.11)

RICK HUGUS
Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.2.11

(Continued from Sheet No. 3.2.10)

N.14°57'12"E., a distance of 103.90 feet; thence N.14°03'17"E., a distance of 85.67 feet; thence N.55°35'04"E., a distance of 91.32 feet; thence N.48°04'17"E., a distance of 99.62 feet; thence N.42°35'21"E., a distance of 98.73 feet; thence N.47°16'58"E., a distance of 76.78 feet; thence N.32°43'14"E., a distance of 45.15 feet; thence N.65°10'47"E., a distance of 68.0 feet; thence N.52°51'17"E., a distance of 98.68 feet; thence N.49°59'56"E., a distance of 129.28 feet; thence N.48°42'38"E., a distance of 103.84 feet; thence N.23°17'17"E., a distance of 103.88 feet; thence N.73°09'16"E., a distance of 57.66 feet; thence N.57°33'01"E., a distance of 72.11 feet; thence N.56°16'02"E., a distance of 87.11 feet; thence N.26°44'36"E., a distance of 75.77 feet; thence N.64°55'46"E., a distance of 17.92 feet; thence N.43°00'00"E., a distance of 70.53 feet; thence N.58°30'00"E., a distance of 155.53 feet; thence east a distance of 180.00 feet; thence S.73°00'00"E., a distance of 230.0 feet to a point on the east line of the aforementioned Sw 1/4; thence south along said east line of SW 1/4, a distance of 629.16 feet to the POINT OF BEGINNING.

#### AND

A part of Tract "D", King's Cove Subdivision, a subdivision in Section 1, Township 19 South, Range 24 East, and recorded in Plat Book 22, Pages 44 and 45 of the public records of Lake County, Florida, described as follows: from the aforementioned Point "A", run S.48°11'49"W., a distance of 50.0 feet to a point on the southwesterly right-of-way line of Maple Leaf Drive and the POINT OF BEGINNING of this description.

From said POINT OF BEGINNING, run S.41°48'11"E., along said southwesterly right-of-way of Maple Leaf Drive a distance of 125.38 feet to the beginning of a curve concave northwesterly and having a radius of 25.0 feet; run thence southeasterly and southwesterly along the arc of said curve through a central angle of 89°33'21", a distance of 39.08 feet to a point on Royal Oak Drive; thence S.47°45'10"W., along the northwesterly right-of-way of Royal Oak Drive a distance of 125.19 feet; thence leaving said right-of-way run N.41°48'11"W., a distance of 185.00 feet; thence N.11°46'34"E., along a radial line a distance of 136.40 feet to a point on a cul-de-sac, said cul-de-sac having a radius of 50.0 feet and a radial bearing of S.11°46'34"W.; run thence easterly along the arc of said cul-de-sac through a central angle of 34°06'30", a distance of 29.77 feet to the end of said curve and the beginning of a curve concave southerly and having a radius of 25.0 feet; run thence easterly and southeasterly along the arc of said curve through a central angle of 70°31'45", a distance of 30.77 feet to the end of said curve; thence S.41°48'11"E., a distance 73.61 feet to the POINT OF BEGINNING.

(Continued to Sheet No. 3.2,12)

RICK HUGUS

Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.2.11)

### FORTY-EIGHT ESTATES SUBDIVISION

Docket No. 021142-WU, Order No. PSC-03-0627-FOF-WU

48 Estates Composite Service Area:

Beginning at the SE corner of the SW 1/4 of Section 12, Township 19S, Range 25E, Lake County, run West 508 feet (to the East boundary of the Forty-Eight Estates) for a POINT OF BEGINNING.

From the POINT OF BEGINNING run South (into Section 13, Township 19S, Range 25E) a distance of 396 feet, thence west a distance of 792 feet to the east boundary of Haines Creek Road, thence North 13 West along Haines Creek Road a distance of 300 feet, thence North 44 West a distance of 225 feet (more or less) to the SW corner of Lot 2, Block B, Hilltop Subdivision; thence north a distance of 180 feet, thence east a distance of 75 feet, thence North a distance of 190 feet to the SE corner of Lot 4, Block A, thence west a distance of 410 feet to the west boundary of Hunt Avenue South; thence south along Hunt Avenue South a distance of 100 feet to the SE corner of Lot 10, Block C, Hilltop Subdivision, Unit 3; thence west a distance of 200 feet; thence north a distance of 105 feet thence west 50 feet; thence north a 140 feet to the South boundary of Moore Street: thence North 10 West 50 feet to the Southwest corner of Lot 15 Block A, Hilltop Subdivision; thence North 280 feet on the East boundary of Hunt Avenue to the South boundary of Lackabee Street; thence run east a distance of 916 feet to the east boundary of Haines Creek Road, thence north along Haines Creek Road a distance of 100 feet; thence east a distance of 1300 feet; thence south a distance of 200 feet, thence west a distance of 220 feet, thence south a distance of 130 feet, thence west a distance of 193 feet, thence south a distance of 100 feet, thence east a distance of 100 feet, thence south a distance of 105 feet, thence west a distance of 100 feet, thence south a distance of 180 feet, thence west a distance 100 feet (to the east boundary of Forty-Eight Estates), thence south along the east boundary of Forty-Eight Estates a distance of 370 feet (more or less) to the POINT OF BEGINNING.

> RICK HUGUS Issuing Officer

PRESIDENT

### TERRITORY AUTHORITY

### POLK COUNTY

CERTIFICATE NUMBER - 585-W

COUNTY - POLK

### COMMISSION ORDER (S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-96-1568-FOF-WS	12/23/96	960989-WS	Grandfather Certificate (Village Water, Ltd.)
PSC-99-1882-PAA-WS	09/21/99	981697-WS	Transfer of Certificate (AquaSource Utility, Inc.)

(Continued to Sheet No. 3.3.1)

RICK HUGUS
Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.2)

### **DESCRIPTION OF TERRITORY SERVED**

### POLK COUNTY

### DOCKET NO. 960989-WS, ORDER NO. PSC-96-1568-FOF-WS

### TOWNSHIP 28 SOUTH, RANGE 24 EAST

SECTION 24 The SW 1/4 of the SE 1/4.

SECTION 25 The W 3/4 less the N 1/8 of the NW 1/4.

SECTION 26 The S  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  less the north 247 feet, and the SE  $\frac{1}{4}$ .

SECTION 35 The E of  $\frac{1}{2}$ .

SECTION 36 All <u>less</u> (a) the SE 1/4 of the SE 1/4 and (b) that part of the SW 1/4 of the SE 1/4 described as:

Begin at the intersection of the west line of the SW 1/4 of the SE 1/4 of Section 36 with the north right-of-way line of State Road 540, being 19 feet north of the SW corner of the SW 1/4 of the SE 1/4, run thence north a distance of 519 feet, thence turn right an angle of 89 degrees from north to east and run east a distance of 587.38 feet, thence turn left an angle of 45 degrees from east to northeast and run northeast a distance of 331.75 feet, thence turn left an angle of 44 degrees30' from northeast to north and run north a distance of 549 feet (more or less) to the north line of the SW 1/4 of the SE 1/4, thence run east a distance of 509 feet (more or less) to the NE corner of SW 1/4 of the SE 1/4, thence run south a distance of 1,314 feet (more or less) to the north right-of-way line a distance of 1,321.84 feet to the POINT OF BEGINNING.

SECTION 26 The N ½ of the NE 1/4 less the N 1/8 of the E 3/4 of the said NE 1/4; and also, the north 247 feet of the S ½ of the NE 1/4; and also, the SE 1/4 of the N 1/4; and also the E ½ of the SW 1/4; and also, the south 2 ½ acres of the SW 1/4 of the SW 1/4.

SECTION 35 The NW 1/4 and the NE 1/4 of the SW 1/4.

RICK HUGUS

Issuing Officer

PRESIDENT

### TERRITORY AUTHORITY

### **HIGHLANDS COUNTY**

CERTIFICATE NUMBER - 424-W

**COUNTY** - HIGHLANDS

### COMMISSION ORDER (S) APPROVING TERRITORY SERVED -

	Order Number	Date Issued	<u>Docket Number</u>	Filing Type
	12989	02/13/84	830083-WU	Grandfather Certificate
PSC-0	0-1389-PAA-WU	07/31/00	991001-WU	Transfer of Certificate (AquaSource Utility, Inc.)
PSC-0	1-0631-FOF-WU	03/14/01	001585-WU	Amendment of Certificate
PSC-0	2-0651-PAA-WU	05/13/02	011401-WU	Transfer & Amendment (Sebring Lakes System)

(Continued to Sheet No. 3.4.1)

RICK HUGUS
Issuing Officer

PRESIDENT

### ORIGINAL SHEET NO. 3.4.1

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - <u>HIGHLANDS COUNTY</u>

(Continued from Sheet No. 3.4)

### **DESCRIPTION OF TERRITORY SERVED**

**HIGHLANDS COUNTY** 

RICK HUGUS
Issuing Officer

PRESIDENT

### **INDEX OF COMMUNITIES SERVED**

COUNTY	COMMUNITIES SERVED LISTING
Held for Future Use	4.1
Highlands	4.4
Lake	4.2
Polk	4.3

RICK HUGUS
Issuing Officer

PRESIDENT

### ORIGINAL SHEET NO. 4.1

### HELD FOR FUTURE USE

RATE
COUNTY DEVELOPMENT SCHEDULES
NAME NAME AVAILABLE SHEET NO.

RICK HUGUS
Issuing Officer

PRESIDENT

### **COMMUNITIES SERVED LISTING**

### LAKE COUNTY

COUNTY NAME	DEVELOPMENT NAME	RATE SCHEDULES <u>AVAILABLE</u>	SHEET NO.
Lake	Forty Eight Estates	GS, RS, MS	13.1.2, 14.1.2, 15.1.1
Lake	King's Cove	GS, RS, MS	13.1.1, 14.1.1
Lake	Summit Chase Village	GS, RS, MS	13.1, 14.1, 15.1
Lake	Tavares Ridge	GS, RS, MS	13.1, 14.1, 15.1

RICK HUGUS
Issuing Officer

PRESIDENT

### **COMMUNITIES SERVED LISTING**

### POLK COUNTY

COUNTY NAME	DEVELOPMENT NAME	RATE SCHEDULES AVAILABLE	SHEET NO.
Polk	Dawn Heights Mobile Home Park	RS	14.2
Polk	G-M Industrial Park	GS	13.2
Polk	Mustang Village Industrial Park	GS	13.2
Polk	Ruthven Industrial Site	GS	13.2
Polk	Saddle Creek Village Subdivision	GS	13.2
Polk	Sandy Ridge Industrial Park	GS	13.2

RICK HUGUS
Issuing Officer

PRESIDENT

# **COMMUNITIES SERVED LISTING**

# **HIGHLANDS COUNTY**

COUNTY NAME	DEVELOPMENT NAME	RATE SCHEDULES <u>AVAILABLE</u>	SHEET NO.
Highlands	Lake View Village	GS, RS	13.3, 14.3
Highlands	Lake Josephine Heights	GS, RS	13.3, 14.3
Highlands	Sebring Lakes	GS, RS, MS	13.3.1, 14.3.1, 15.3

RICK HUGUS
Issuing Officer

PRESIDENT

#### TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 <u>"BFC"</u> The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 <u>"CERTIFICATE"</u> A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" The shorthand name for the Florida Public Service Commission.
- 4.0 <u>"COMMUNITIES SERVED"</u> Thegroup of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 <u>"COMPANY"</u> The shortened name for the full name of the utility which is <u>AQUASOURCE UTILITY</u>, <u>INC. d/b/a AQUA UTILITIES FLORIDA</u>, <u>INC.</u>
- 6.0 <u>"CUSTOMER"</u> 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 <u>"CUSTOMER'S INSTALLATION"</u> All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 <u>"MAIN"</u> A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 <u>"RATE"</u> Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 <u>"RATE SCHEDULE"</u> The rate (s) or charge (s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 <u>"SERVICE"</u> As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

RICK HUGUS
Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 5.1

(Continued from Sheet No. 5.0)

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

RICK HUGUS

Issuing Officer

PRESIDENT

WATER TARIFF

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(Continued to Sheet No. 6.1)

RICK HUGUS
<b>Issuing Officer</b>

PRESIDENT
m: .1

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

	Sheet <u>Number</u> :	Rule <u>Number</u> :
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RICK HUGUS
Issuing Officer

PRESIDENT

#### RULES AND REGULATIONS

- 1.0 <u>GENERAL INFORMATION</u> These Rules and Regulations are a apart 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 Statues.
- 2.0 <u>POLICY DISPUTE</u> 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 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 <u>DELINQUENT BILLS</u> When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

RICK HUGUS
Issuing Officer
PRESIDENT

(Continued from Sheet No. 7.0)

- 9.0 <u>CONTINUITY OF SERVICE</u> In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.
  - If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.
- 10.0 <u>LIMITATION OF USE</u> Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.
  - In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering).
- 11.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.
- 12.0 PROTECTION OF COMPANY'S PROPERTY The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with the Rule 25-30.320, Florida Administrative Code.

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

(Continued on Sheet No. 9.0)

RICK HUGUS
Issuing Officer

PRESIDENT

(Continued from Sheet No. 8.0)

13.0 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure 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.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 <u>ACCESS TO PREMISES</u> In accordance with Rule 25-30.320(2) (f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 <u>RIGHT-OF-WAY OR EASEMENTS</u> The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 16.0 <u>CUSTOMER BILLING</u> -Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

RICK HUGUS Issuing Officer

PRESIDENT

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY In accordance with Rule 25-30.320 (2) (g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WATER</u> Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 <u>METERS</u> All water meters shall be furnished by and remain in the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THOUGH METER That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 <u>ADJUSTMENT OF BILLS</u> When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 <u>ADJUSTMENT OF BILLS FOR METER ERROR</u> When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 <u>FILING OF CONTRACTS</u> 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.

RICK HUGUS

Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 11.0

# HELD FOR FUTURE USE

RICK HUGUS Issuing Officer

PRESIDENT

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roik Gounty	۷٠.۷

RICK HUGUS
Issuing Officer

<b>PRESIDENT</b>	
Title	

#### HOLD FOR FUTURE USE

#### RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company in

<u>APPLICABILITY</u> - For water service to all customers for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General

Rules and Regulations of the Commission.

BILLING PERIOD -

<u>RATE</u> - <u>METER SIZE</u> BASE FACILITY CHARGE

Gallonage Charge

Per Gallons \$

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 -

<u>TYPE OF FILING</u> - Name Change

RICK HUGUS Issuing Officer

PRESIDENT

# **GENERAL SERVICE - LAKE COUNTY**

#### **RATE SCHEDULE GS**

AVAILABILITY - Available throughout the <u>Summit Chase Villas and Tavares Ridge</u>

Subdivision, in Lake County only.

<u>APPLICABILITY</u> - For water service to all customers for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General

Rules and Regulations of the Commission.

BILLING PERIOD - Quarterly

**RATE** 

Meter Size	Base Facility Charge		
5/8' x 3/4"	\$	27.09	
1"	\$	67.73	
1 ½"	\$	135.45	
2"	\$	216.68	

GALLONAGE CHARGE - Per 1,000 gallons \$ 2.58

MINIMUM CHARGE - Applicable Base Facility Charge

<u>TERMS OF PAYMENT</u> - 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 - Name Change

RICK HUGUS
Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 13.1.1

# **GENERAL SERVICE - LAKE COUNTY**

## RATE SCHEDULE GS

AVAILABILITY - Available throughout the King's Cove Subdivision, in Lake County, only.

<u>APPLICABILITY</u> - For water service to all customers for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General

Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

**RATE** 

TYPE OF FILING

	<u>Meter Size</u>	Base	Facility Charge	
	5/8' x 3/4"	\$	7.74	
	Full 3/4"	\$	11.62	
	1"	\$	19.36	
	1 1/2"	\$	38.73	
	2"	\$	61.98	
	3"	\$	123.97	
	4"	\$	193.67	
	6"	\$	387.35	
GALLONAGE CHARGE -	Per 1,000 gallons	\$	1.24	
MINIMUM CHARGE -	Applicable Base Facility Charge			
TERMS OF PAYMENT -	Bills are due and payable when render within twenty (20) days. After five mailed to the Customer, separate and then be discontinued.	(5) w	orking days written notice	e is
EFFECTIVE DATE -				

Name Change

RICK HUGUS

Issuing Officer

PRESIDENT Title

**Base Facility Charge** 

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF (J. Swiderski - Forty-Eight Estates)

## GENERAL SERVICE - LAKE COUNTY

## RATE SCHEDULE GS

<u>AVAILABILITY</u> - Available throughout the <u>Forty-Eight Estates</u> Subdivision, in Lake

County.

Meter Size

Name Change

<u>APPLICABILITY</u> - For water service to all customers for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General

Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

**RATE** 

TYPE OF FILING

	5/8' x 3/4"	\$	14.42	
	3/4"	\$	21.62	
	1"	\$	36.06	
	1 1/2"	\$	72.12	
	2"	\$	115.40	
	3"	\$	230.79	
	4"	\$	360.61	
	6"	\$	721.22	
GALLONAGE CHARGE -	Per 1,000 gallons	\$	1.97	
MINIMUM CHARGE -	Applicable Base Facility Charge			
TERMS OF PAYMENT -	Bills are due and payable when rewithin twenty (20) days. Afte mailed to the Customer, separate then be discontinued.	r five (5) wo	orking days writt	en notice is
EFFECTIVE DATE -				

RICK HUGUS

Issuing Officer

PRESIDENT

## GENERAL SERVICE - POLK COUNTY

## **RATE SCHEDULE GS**

Available throughout the area served by the Company in Polk County. AVAILABILITY <u>APPLICABILITY</u> For water service to all customers for which no other schedule applies. Subject to all of the Rules and Regulations of this Tariff and General **LIMITATIONS** Rules and Regulations of the Commission. **BILLING PERIOD** Monthly **RATE** 

<u>Meter Size</u>	Base Facility Charge		
3/4"	\$	12.78	
1"	\$	31.94	
1 1/2"	\$	63.87	
2"	\$	102.19	
3"	\$	204.39	
4"	\$	319.39	
8"	\$	1,021.95	
Per 1.000 gallons	\$	2.48	

	1	•	31.94	
	1 1/2"	\$	63.87	
	2"	\$	102.19	
	3"	\$	204.39	
	4"	\$	319.39	
	8"	\$	1,021.95	
GALLONAGE CHARGE -	Per 1,000 gallons	\$	2.48	
MINIMUM CHARGE -	Applicable Base Facility Charge			
TERMS OF PAYMENT -	Bills are due and payable when rend within twenty (20) days. After firmailed to the Customer, separate an then be discontinued.	ve (5) v	vorking days w	ritten notice is
EFFECTIVE DATE -				

Name Change

TYPE OF FILING

RICK HUGUS **Issuing Officer** 

PRESIDENT Title

## **GENERAL SERVICE - HIGHLANDS COUNTY**

## **RATE SCHEDULE GS**

AVAILABILITY - Available throughout <u>Lake Josephine Heights and Lake View Village</u>

Subdivisions in Highlands County.

<u>APPLICABILITY</u> - For water service to all customers for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General

Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

**RATE** 

	Meter Size	Base	Facility Charge
	5/8' x 3/4" Full 3/4"  1" 1 ½" 2" 3" 4" 6"	\$ \$ \$ \$ \$ \$ \$ \$	8.75 13.13 21.86 43.75 69.99 139.99 218.73 437.45
GALLONAGE CHARGE -	Per 1,000 gallons	\$	1.67
MINIMUM CHARGE -	Applicable Base Facility Charge		
TERMS OF PAYMENT -	Bills are due and payable when render within twenty (20) days. After five mailed to the Customer, separate and then be discontinued.	(5) w	orking days written notice is
EFFECTIVE DATE -			
TYPE OF FILING -	Name Change		

RICK HUGUS
Issuing Officer

PRESIDENT

**Base Facility Charge** 

## **GENERAL SERVICE - HIGHLANDS COUNTY**

# **RATE SCHEDULE GS**

Available throughout Sebring Lakes Subdivision in Highlands County. AVAILABILITY

For water service to all customers for which no other schedule applies. **APPLICABILITY** 

Subject to all of the Rules and Regulations of this Tariff and General **LIMITATIONS** 

Meter Size

Name Change

Rules and Regulations of the Commission.

Monthly **BILLING PERIOD** 

<u>RATE</u>

TYPE OF FILING

	5/8' x 3/4" Full 3/4" 1" 1 ½" 2" 3" 4"	\$ \$ \$ \$ \$ \$ \$ \$	8.12 12.18 20.29 40.58 64.93 129.87 202.92	
	6"	\$	405.84	
GALLONAGE CHARGE -	Per 1,000 gallons	\$	1.84	
MINIMUM CHARGE -	Applicable Base Facility Charge			
TERMS OF PAYMENT -	Bills are due and payable when re within twenty (20) days. After mailed to the Customer, separate then be discontinued.	five (5) w	orking days wi	ritten notice is
EFFECTIVE DATE -				

RICK HUGUS Issuing Officer

PRESIDENT

Issuing Officer

PRESIDENT

Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF

# HELD FOR FUTURE USE

# RATE SCHEDULE RS

AVAILABILITY	-	Available thro	ughout the area serv	ved by the Con	npany in
APPLICABILITY	-	For water serv metered apart		in private resid	dences and individually
<u>LIMITATIONS</u>	-		of the Rules and Reg ulations of the Com		is Tariff and General
BILLING PERIOD	-				
RATE					
		Meter Size		Base Faci	ility Charge
GALLONAGE CHARGI	<u>E</u> -	Per	gallons	\$	
MINIMUM CHARGE	-				
TERMS OF PAYMENT	-	within twenty	(20) days. After f Customer, separate a	ive (5) worki	ome delinquent if not paid ng days written notice is any other bill, service may
EFFECTIVE DATE	-				
TYPE OF FILING	-	Name Change			
					RICK HUGUS

# **RESIDENTIAL SERVICE - LAKE COUNTY**

# **RATE SCHEDULE RS**

AVAILABILITY - Available throughout the Summit Chase Villas and Tavares Ridge

Subdivision, in Lake County, only.

APPLICABILITY - For water service for all purposes in private residences and individually

metered apartment units.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General

Rules and Regulations of the Commission.

BILLING PERIOD - Quarterly

**RATE** 

TYPE OF FILING

	Meter Size	Base F	Cacility Charge
	5/8' x 3/4"	\$	27.09
	1"	\$	67.73
	1 1/2"	\$	135.45
	2"	\$	216.68
GALLONAGE CHARGE -	Per 1,000 gallons	\$	2.58
MINIMUM CHARGE -	Applicable Base Facility Charge		
TERMS OF PAYMENT -	Bills are due and payable when render within twenty (20) days. After five mailed to the Customer, separate and a then be discontinued.	(5) wo	rking days written notice is
EFFECTIVE DATE -			

Name Change

RICK HUGUS
Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. **WATER TARIFF** (J. Swiderski - King's Cove)

#### **RESIDENTIAL SERVICE - LAKE COUNTY**

### RATE SCHEDULE RS

Available throughout the King's Cove Subdivision, in Lake County, only. AVAILABILITY

For water service for all purposes in private residences and individually **APPLICABILITY** 

metered apartment units.

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

Rules and Regulations of the Commission.

Monthly **BILLING PERIOD** 

**RATE** 

<u>Meter Size</u>	Base Facility Charge		
5/8' x 3/4"	\$	7.74	
Full 3/4"	\$	11.62	
1"	\$	19.36	
1 1/2"	\$	38.73	
2"	\$	61.98	
3"	\$	123.97	
4"	\$	193.67	
6"	\$	387.35	

\$ 1.24 Per 1,000 gallons GALLONAGE CHARGE -

Applicable Base Facility Charge MINIMUM CHARGE -

Bills are due and payable when rendered and become delinquent if not paid TERMS OF PAYMENT -

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

Name Change TYPE OF FILING

> RICK HUGUS Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF (J. Swiderski - Forty-Eight Estates)

#### **RESIDENTIAL SERVICE - LAKE COUNTY**

## RATE SCHEDULE RS

Available throughout the Forty-Eight Estates Subdivision, in Lake County. AVAILABILITY For water service for all purposes in private residences and individually **APPLICABILITY** metered apartment units. Subject to all of the Rules and Regulations of this Tariff and General **LIMITATIONS** Rules and Regulations of the Commission. Monthly BILLING PERIOD **RATE Base Facility Charge** Meter Size 5/8' x 3/4" \$ 14.42 3/4" \$ 21.62 1" \$ 36.06 1 1/2" \$ 72.12 \$ 2" 115.40 3" \$ 230.79 4" \$ 360.61 6" \$ 721.22 Per 1,000 gallons \$ 1.97 GALLONAGE CHARGE -MINIMUM CHARGE -Applicable 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

EFFECTIVE DATE

then be discontinued.

TYPE OF FILING Name Change

> RICK HUGUS **Issuing Officer**

PRESIDENT

# RESIDENTIAL SERVICE - POLK COUNTY

# RATE SCHEDULE RS

AVAILABILITY	-	Available throughout the area served by the Company in Polk County.				
APPLICABILITY	-	For water service for all purposes in private residences and individually metered apartment units.				
<u>LIMITATIONS</u>	-	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.				
BILLING PERIOD	-	Monthly				
<u>RATE</u>						
		Meter Size	Base Fa	cility Charge		
		3/4"	\$	12.78		
GALLONAGE CHARG	E -	Per 1,000 gallons	\$	2.48		
MINIMUM CHARGE	-	Applicable Base Facility Charge				
TERMS OF PAYMENT	Γ -	Bills are due and payable when render within twenty (20) days. After five mailed to the Customer, separate and then be discontinued.	(5) worl	king days written notice is		
EFFECTIVE DATE	-					

Name Change

TYPE OF FILING -

RICK HUGUS
Issuing Officer

PRESIDENT

Base Facility Charge

#### RESIDENTIAL SERVICE - HIGHLANDS COUNTY

## RATE SCHEDULE RS

AVAILABILITY - Available throughout Lake Josephine Heights and Lake View Village

Subdivisions in Highlands County.

<u>APPLICABILITY</u> - For water service for all purposes in private residences and individually

metered apartment units.

Meter Size

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General

Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u>

	5/8' x 3/4" Full 3/4" 1" 1 ½" 2" 3" 4"	\$ \$ \$ \$ \$ \$ \$ \$	8.75 13.13 21.86 43.75 69.99 139.99 218.73
	6"	\$	437.45
GALLONAGE CHARGE - MINIMUM CHARGE - TERMS OF PAYMENT -	Per 1,000 gallons  Applicable Base Facility Charge  Bills are due and payable when rendere within twenty (20) days. After five mailed to the Customer, separate and a then be discontinued.	(5) wor	king days written notice is
EFFECTIVE DATE -	·		
TYPE OF FILING -	Name Change		

RICK HUGUS
Issuing Officer

PRESIDENT

## RESIDENTIAL SERVICE - HIGHLANDS COUNTY

# **RATE SCHEDULE RS**

AVAILABILITY - Available throughout <u>Sebring Lakes Subdivision</u> in Highlands County.

- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

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

BILLING PERIOD -

Monthly

**RATE** 

	Meter Size	<u>Base</u>	Facility Charge
	5/8' x 3/4"  Full 3/4"  1"  1 ½"  2"  3"  4"  6"	\$ \$ \$ \$ \$ \$ \$ \$ \$	8.12 12.18 20.29 40.58 64.93 129.87 202.92 405.84
GALLONAGE CHARGE -	Per 1,000 gallons	\$	1.84
MINIMUM CHARGE -	Applicable Base Facility Charge		
TERMS OF PAYMENT -	Bills are due and payable when rendwithin twenty (20) days. After fix mailed to the Customer, separate an then be discontinued.	/e (5) w	orking days written notice is
EFFECTIVE DATE -			
TYPE OF FILING -	Name Change		

RICK HUGUS

Issuing Officer

PRESIDENT

# HELD FOR FUTURE USE

		<u>R</u>	ATE SCHEDULE RS			
AVAILABILITY	-	Available the	roughout the area served l	by the Company in		
APPLICABILITY	-	For water service for all master-metered residential Customers, including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.				
<u>LIMITATIONS</u>	-	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.				
BILLING PERIOD	-					
RATE						
		Meter Size		Base Facility Charge		
				\$		
GALLONAGE CHARGE	-	Per	gallons	\$		
MINIMUM CHARGE	-					
TERMS OF PAYMENT	-	within twen	ty (20) days. After five Customer, separate and a	ed and become delinquent if not paid (5) working days written notice is part from any other bill, service may		
EFFECTIVE DATE	-		<del></del>			
TYPE OF FILING	-	Name Chang	e			

RICK HUGUS
Issuing Officer

PRESIDENT

# MULTI-RESIDENTIAL SERVICE - LAKE COUNTY

#### RATE SCHEDULE MS

<u>AVAILABILITY</u>	-	Available	throughout	the	<u>Summit</u>	Chase	<u>Villas</u>	and	<u>Tavares Ridge</u>
					1				

Subdivision, in Lake County, only.

For water service for all master-metered residential Customers including, APPLICABILITY

but not limited to, Condominiums, Apartments, and Mobile Home Parks.

Subject to all of the Rules and Regulations of this Tariff and General **LIMITATIONS** 

Rules and Regulations of the Commission.

Quarterly **BILLING PERIOD** 

RATE

<u>Meter Size</u>	<u>Base</u>	Facility Charge
5/8' x 3/4"	\$	27.09
1"	\$	67.73
1 1/2"	\$	135.45
2"	\$	216.68

2.58 Per 1,000 gallons \$ GALLONAGE CHARGE -

Applicable Base Facility Charge MINIMUM CHARGE -

Bills are due and payable when rendered and become delinquent if not paid TERMS OF PAYMENT -

> 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

Name Change TYPE OF FILING

> RICK HUGUS **Issuing Officer**

PRESIDENT

**Base Facility Charge** 

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF (J. Swiderski - Forty-Eight Estates)

#### **MULTI-RESIDENTIAL SERVICE - LAKE COUNTY**

# RATE SCHEDULE MS

AVAILABILITY - Available throughout the Forty-Eight Estates Subdivision, in Lake County.

APPLICABILITY - For water service for 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 - Monthly

Meter Size

**RATE** 

	5/8' x 3/4"	\$	14.16
	3/4"	\$	21.23
	1"	\$	35.40
	1 ½"	\$	70.80
	2"	\$	113.29
	3"	\$	226.58
	4"	\$	354.03
	6"	\$	708.05
GALLONAGE CHARGE -	Per 1,000 gallons	\$	1.93
MINIMUM CHARGE -	Applicable Base Facility Charge		
TERMS OF PAYMENT -	Bills are due and payable when render within twenty (20) days. After five mailed to the Customer, separate and then be discontinued.	(5) wo	orking days written notice is
EFFECTIVE DATE -			
TYPE OF FILING -	Name Change		

RICK HUGUS Issuing Officer

PRESIDENT

AOUASOURCE UTILITY, INC. d/b/a AOUA UTILITIES FLORIDA, INC. WATER TARIFF - HIGHLANDS COUNTY (Sebring Lakes Subdivision)

## MULTI-RESIDENTIAL SERVICE - HIGHLANDS COUNTY

# RATE SCHEDULE MS

Available throughout the Sebring Lakes Subdivision, in Highlands County. AVAILABILITY For water service for all purposes in private residences and individually APPLICABILITY metered apartment units. Subject to all of the Rules and Regulations of this Tariff and General **LIMITATIONS** Rules and Regulations of the Commission.

RATE

BILLING PERIOD

GALLONAGE CHARGE -

Meter Size Base Facility		Facility Charge
5/8' x 3/4"	\$	8.12
Full 3/4"	\$	12.18
1"	\$	20.29
1 ½"	\$	40.58
2"	\$	64.93
	\$	129.87
4"	\$	202.92
6"	\$	405.84
Per 1,000 gallons	\$	1.84

MINIMUM CHARGE -Applicable Base Facility Charge

Monthly

Bills are due and payable when rendered and become delinquent if not paid TERMS OF PAYMENT 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

Name Change TYPE OF FILING

> RICK HUGUS Issuing Officer

PRESIDENT Title

# HELD EOD ELLLIDE LICE

HELD FOR FOTORE CSE			
		FIRE PROTECTION SERVICE	
<u>AVAILABILITY</u>	-	Available throughout the area served	by the Company in
APPLICABILITY	-	Public Fire Protection Parks.	
<u>LIMITATIONS</u>	-	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.	
BILLING PERIOD	-		
<u>RATE</u>			
		Meter Size	Base Facility Charge
			\$
MINIMUM BILL -			
TERMS OF PAYMENT		Bills are due and payable when render within twenty (20) days. After five mailed to the Customer, separate and	(5) working days written notice is

then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -Name Change

> RICK HUGUS Issuing Officer

PRESIDENT Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - HIGHLANDS COUNTY

#### CUSTOMER DEPOSITS - HIGHLANDS COUNTY

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

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

	<u>Residential</u>	General Service
5/8" x 3/4"	\$ 30.00	\$ 54.00
1"	48.00	72.00
1 1/2	80.00	140.00
2"	TWICE MONTHLY	ESTIMATED BILL

<u>ADDITIONAL DEPOSIT</u> - 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.

<u>INTEREST ON DEPOSIT</u> - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's account during the month of <u>September</u> each year.

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

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

<u>EFFECTIVE DATE</u> -	
TYPE OF FILING -	Name Change

RICK HUGUS	
Issuing Officer	
PRESIDENT	
Title	

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - LAKE COUNTY

#### **CUSTOMER DEPOSITS - LAKE COUNTY**

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

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following:

King's Cove system \$40.00

Summit Chase system \$54.00

<u>ADDITIONAL DEPOSIT</u> - 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.

<u>INTEREST ON DEPOSIT</u> - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's account during the month of <u>January</u> each year.

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

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

EFFECTIVE DATE -		_	
TYPE OF FILING -	Name Change		
			RICK HUGUS
			Issuing Office
			Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - POLK COUNTY

#### **CUSTOMER DEPOSITS - POLK COUNTY**

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

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

	<u>Residential</u>	General Service	
3/4"	<u>\$ 25.00</u>	\$ 50.00	
1"	N/A_	50.00	
1 1/2	N/A_	100.00	
2"	N/A	125.00	
4"	N/A	150.00	
8"	N/A	300.00	

<u>ADDITIONAL DEPOSIT</u> - 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.

<u>INTEREST ON DEPOSIT</u> - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's account during the month of April each year.

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

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

EFFECTIVE DATE -	
TYPE OF FILING -	Name Change

RICK HUGUS
Issuing Officer
PRESIDENT

## METER TEST DEPOSITS - COMPANY WIDE

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

METER SIZE	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 ½"	\$25.00
2" and above	Actual Cost

<u>REFUND OF METER BENCH TEST DEPOSIT</u> - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

<u>METER FIELD TEST REQUEST</u> - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -	
TYPE OF FILING -	Name Change

# ORIGINAL SHEET NO. 19.0

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF

# MISCELLANEOUS SERVICE CHARGES

HELD FOR FUTURE USE

RICK HUGUS
Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - LAKE COUNTY

#### MISCELLANEOUS SERVICE CHARGES - LAKE COUNTY

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

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

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

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

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

# SCHEDULE OF MISCELLANEOUS SERVICE CHARGES

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

<b>EFFECTIVE DATE</b> -	
TYPE OF FILING -	Name Change

RICK HUGUS
Issuing Officer
PRESIDENT
Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - POLK COUNTY

#### MISCELLANEOUS SERVICE CHARGES - POLK COUNTY

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

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

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

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

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

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

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

<u>METER TAMPERING CHARGE</u> - This charge may be levied when service has been terminated due to delinquency and the Customer removes the lock placed on the meter. Charge includes lock destruction.

<u>LATE CHARGE</u> - This charge may be levied when a Customer fails to pay his bill by the due date.

<u>RETURNED CHECK CHARGE</u> - This charge may be levied when a Customer pays by worthless check and the check is returned to the Company unpaid by the Customer's bank.

(Continued on Sheet No. 19.2.1)

RICK HUGUS Issuing Officer

PRESIDENT

(Continued from Sheet No. 19.2)

## SCHEDULE OF MISCELLANEOUS SERVICE CHARGES

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

\* As per Florida Statue 832.07

EFFECTIVE DATE -	
TYPE OF FILING -	Name Change

RICK HUGUS Issuing Officer

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - HIGHLANDS COUNTY

#### MISCELLANEOUS SERVICE CHARGES - HIGHLANDS COUNTY

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

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

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

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

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

#### SCHEDULE OF MISCELLANEOUS SERVICE CHARGES

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

EFFECTIVE DATE -	
TYPE OF FILING -	Name Change

RICK HUGUS
Issuing Officer
•
PRESIDENT

PRESIDENT

Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF

# SERVICE AVAILABILITY FEES AND CHARGES - - HELD FOR FUTURE USE

<u>DESCRIPTION</u>	<u>AMOUNT</u>	(Refer to Service Availability Policy) SHEET NO(s).
Inspection Fee		
Service Installation Fee  5/8" x 3/4"  1"  1 1/2"  2"  3"  4"  6"  8"	\$ \$ \$ \$ \$ \$	
10"	\$	
<u>Plan Review Charge</u>	\$	
Fire Hydrant Charge	\$	
Residential Service	\$	
General Service	\$	
Plant Capacity Charge (per ERC)  5/8" x 3/4"  1"  1 ½"  2"  3"  4"  6"  8"  10"	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
<u>EFFECTIVE DATE</u>		
		RICK HUGUS  Issuing Officer

ORIGINAL SHEET NO. 20.0.1

HELD FOR FUTURE USE

RICK HUGUS Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 20.0.2

# HELD FOR FUTURE USE

RICK HUGUS
Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - LAKE COUNTY

# <u>SERVICE AVAILABILITY FEES AND CHARGES - - LAKE COUNTY</u> \*Applicable to the Summit Chase and Tavares Ridge Subdivisions, only\*

(Refer to Service Availability Policy) DESCRIPTION AMOUNT SHEET NO./RULE NO. Back Flow Preventor Installation Fee 5/8" x 3/4" \$ 1" \$ 1 1/2" \$ 2" Over 2" Actual Cost [1] Customer Connection (Tap-in) Charge 5/8" x 3/4" 1" \$ 1 1/2" \$ 2" Over 2" Actual Cost [1] Guaranteed Revenue Charge With Prepayment of Service Availability Charges Residential per ERC/month (\_\_\_\_ GPD) \$ All others per gallon/month \$ Without Prepayment of Service Availability Charge Residential Per ERC/month (\_\_\_\_ GPD) S All others per gallon/month Inspection Fee Actual Cost [1] Main Extension Charge Residential per ERC/month ( GPD) \$ All others per gallon/month \$ Residential per lot (\_\_\_\_ foot frontage) \$ All others per foot frontage \$ General Service \$ Meter Installation Fee 5/8" x 3/4" \$ 75.00 1" Actual Cost [1] Actual Cost [1] 1 1/2" Actual Cost [1] 2" Over 2" Actual Cost [1] Actual Cost [1] Plan Review Charge Plant Capacity Charge Residential per ERC/month (\_\_\_\_ GPD) All others per gallon \$ System Capacity Charge Residential per ERC/month ( GPD) \$ 100.00 All others per gallon Actual Cost is equal to the total cost incurred for services rendered. [1] **EFFECTIVE DATE** -Name Change TYPE OF FILING -

RICK HUGUS
Issuing Officer
Ü
PRESIDENT
Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - LAKE COUNTY

#### SERVICE AVAILABILITY FEES AND CHARGES - - LAKE COUNTY

\*Applicable to the King's Cove Subdivision, only\*

(Refer to Service Availability Policy) SHEET NO./RULE NO. **DESCRIPTION** AMOUNT Back Flow Preventor Installation Fee \$ 5/8" x 3/4" \$ 1" 1 1/2" \$ 2" \$ Actual Cost [1] Over 2" Customer Connection (Tap-in) Charge \$ 5/8" x 3/4" 1" \$ 1 1/2" \$ 2" Actual Cost [1] Over 2" Guaranteed Revenue Charge With Prepayment of Service Availability Charges Residential per ERC/month (\_\_\_\_ GPD) \$ All others per gallon/month \$ Without Prepayment of Service Availability Charge Residential Per ERC/month (\_\_\_\_ GPD) \$ All others per gallon/month \$ Inspection Fee Actual Cost [1] Main Extension Charge Residential per ERC/month (350 GPD) \$ 500.00 All others per gallon/month \$ 1.43 Residential per lot (\_\_\_\_\_ foot frontage) \$ All others per foot frontage \$ \$ General Service Meter Installation Fee 5/8" x 3/4" \$ 100.00 1" \$ 100.00 1 1/2" N/A 2" N/A Over 2" N/A Plan Review Charge Actual Cost [1] Plant Capacity Charge Residential per ERC/month (350 GPD) \$ 300.00 All others per gallon \$ 0.86 System Capacity Charge \$ Residential per ERC/month (\_\_\_\_ GPD) All others per gallon [1] Actual Cost is equal to the total cost incurred for services rendered. **EFFECTIVE DATE** -Name Change TYPE OF FILING -

Issuing Officer

PRESIDENT

Title

RICK HUGUS

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - LAKE COUNTY

# SERVICE AVAILABILITY FEES AND CHARGES - - LAKE COUNTY

\*Applicable to the Forty Eight Estates Subdivision, only\*

<u>DESCRIPTION</u>	AMOUNT	(Refer to Service Availability Policy) SHEET NO./RULE NO.
Back Flow Preventor Installation Fee		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
Customer Connection (Tap-in) Charge	\$	
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges		
Residential per ERC/month ( GPD)	\$	
All others per gallon/month	\$	
Without Prepayment of Service Availability Charge		
Residential Per ERC/month ( GPD)	\$	
All others per gallon/month	\$	
Inspection Fee	Actual Cost [1]	
Main Extension Charge		
Residential per ERC/month ( GPD)	\$ 200.00	
All others per gallon/month	\$	
or		
Residential per lot ( foot frontage)	\$	
All others per foot frontage	\$	
General Service	\$	
Meter Installation Fee		
5/8" x 3/4"	\$ 100.00	
1"	Actual Cost [1]	
1 1/2"	Actual Cost [1]	
2"	Actual Cost [1]	
Over 2"	Actual Cost [1]	
Plan Review Charge	Actual Cost [1]	
Plant Capacity Charge		
Residential per ERC/month ( GPD)	\$	
All others per gallon	\$	
System Capacity Charge		
Residential per ERC/month ( GPD)	\$ 125.00	
All others per gallon	\$	
[1] Actual Cost is equal to the total cost incurred for	services rendered.	
EFFECTIVE DATE - Name Change		

Issuing Officer

PRESIDENT

Title

RICK HUGUS

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - POLK COUNTY

#### SERVICE AVAILABILITY FEES AND CHARGES - - POLK COUNTY

(Refer to Service Availability Policy) DESCRIPTION AMOUNT SHEET NO./RULE NO. Back Flow Preventor Installation Fee 5/8" x 3/4" Actual Cost [1] 1" Actual Cost [1] 1 1/2" Actual Cost [1] 2" Actual Cost [1] Actual Cost [1] Over 2" Customer Connection (Tap-in) Charge 200.00 5/8" x 3/4" - Residential Service \$ 5/8" x 3/4" - General Service \$ 650.00 1" \$ 1,660.00 1 1/2" \$ 3,680.00 2" \$ 6,500.00 4" \$27,600.00 Guaranteed Revenue Charge With Prepayment of Service Availability Charges Residential per ERC/month ( GPD) \$ N/A All others per gallon/month \$ N/A Without Prepayment of Service Availability Charge Residential Per ERC/month (\_\_\_\_ GPD) \$ N/A All others per gallon/month \$ N/A Inspection Fee Actual Cost [1] Main Extension Charge Residential per ERC/month (\_\_\_\_ GPD) Actual Cost [1] All others per gallon/month Actual Cost [1] or Residential per lot (\_\_\_\_ foot frontage) Actual Cost [1] All others per foot frontage Actual Cost [1] Meter Installation Fee Actual Cost [1] 5/8" x 3/4" 1" Actual Cost [1] 1 1/2" Actual Cost [1] 2" Actual Cost [1] Over 2" Actual Cost [1] Plan Review Charge Actual Cost [1] Plant Capacity Charge Residential per ERC/month (\_\_\_\_ GPD) \$ N/A All others per gallon \$ N/A System Capacity Charge Residential per ERC/month (\_\_\_\_ GPD) \$ N/A All others per gallon \$ N/A Actual Cost is equal to the total cost incurred for services rendered. [1] **EFFECTIVE DATE** -TYPE OF FILING -Name Change

RICK HUGUS
Issuing Officer
PRESIDENT
Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - HIGHLANDS COUNTY

# SERVICE AVAILABILITY FEES AND CHARGES - - HIGHLANDS COUNTY \*APPLICABLE TO LAKE JOSEPHINE HEIGHTS AND LAKE VIEW VILLAGE SUBDIVISIONS ONLY\*

<u>DESCRIPTION</u>		AMOUN	(Refer to Service Availability Policy) NT SHEET NO / RULE NO.
Back Flow Preventor Installation Fee			
5/8" x 3/4"		\$	
1"			
		\$	
1 1/2"		\$	
2"		\$	
Over 2"		[1]	
Customer Connection (Tap-in) Charge			
5/8" x 3/4"		\$	
1"		\$	
1 1/2"		\$	
2"		\$	
Over 2"		[1]	
Guaranteed Revenue Charge			
With Prepayment of Service Availability Charges			
Residential per ERC/month ( GPD)	\$		
All others per gallon/month	\$		
Without Prepayment of Service Availability Charge			
Residential Per ERC/month ( GPD)	\$		
All others per gallon/month	\$		
Inspection Fee	4	[1]	
Main Extension Charge		[-]	
Residential per ERC/month ( GPD)	\$	Note:	Pursuant to Order 12989, issued
All others per gallon/month	\$	Note.	February 13, 1984, the system
or	¥		capacity charge covers connection
	\$		to main line & meter installation.
Residential per lot ( foot frontage)			to main line & meter installation.
All others per foot frontage	\$	•	
General Service		\$	
Meter Installation Fee		_	
5/8" x 3/4"		\$	
1"		\$	
1 ½"		\$	
2"		\$	
Over 2"		<b>\$</b> [1]	
Plan Review Charge		<b>\$</b> [1]	
Plant Capacity Charge			
Residential per ERC/month ( GPD)	\$		
All others per gallon		\$	
System Capacity Charge			
Residential per ERC/month (350 GPD)	\$ 600.00	)	
All others per gallon		\$	
6		•	
[1] Actual Cost is equal to the total cost incurred	for services re	ndered.	
EFFECTIVE DATE -			
TYPE OF FILING - Name Change			

RICK HUGUS
Issuing Officer
PRESIDENT
Title

RICK HUGUS
Issuing Officer

PRESIDENT

Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WATER TARIFF - HIGHLANDS COUNTY

# SERVICE AVAILABILITY FEES AND CHARGES - - HIGHLANDS COUNTY \*APPLICABLE TO SEBRING LAKES SUBDIVISION ONLY\*

DESCRIPTION	(Refer to Service Availability Policy) <u>AMOUNT</u> <u>SHEET NO./RULE NO.</u>
Back Flow Preventor Installation Fee	
5/8" x 3/4"	\$
1"	\$
1 ½"	\$
2"	\$
Over 2"	Actual Cost [1]
Customer Connection (Tap-in) Charge	
5/8" x 3/4"	\$ Included in meter installation fee
1"	\$
1 1/2"	\$
2"	\$
Over 2"	Actual Cost [1]
Guaranteed Revenue Charge	• •
With Prepayment of Service Availability Charges	
Residential per ERC/month ( GPD)	\$ N/A
All others per gallon/month	\$
Without Prepayment of Service Availability Charge	
Residential Per ERC/month ( GPD)	\$
All others per gallon/month	\$
Inspection Fee	Actual Cost [1]
Main Extension Charge	
Residential per ERC/month ( GPD)	Actual Cost
All others per gallon/month	\$
or	
Residential per lot ( foot frontage)	\$ N/A
All others per foot frontage	\$
General Service	\$
Meter Installation Fee	
5/8" x 3/4"	\$ 500.00
1"	\$ 500.00 + meter cost in excess of 3/4 meter
1 1/2"	\$
2"	\$
Over 2"	Actual Cost [1]
Plan Review Charge	Actual Cost [1]
Plant Capacity Charge	
Residential per ERC/month ( GPD)	\$ Included in meter installation fee
All others per gallon	\$
System Capacity Charge	
Residential per ERC/month ( GPD)	\$ Included in meter installation fee
All others per gallon	\$
[1] Actual Cost is equal to the total cost incurred for	services rendered.
EFFECTIVE DATE -	
TYPE OF FILING - Name Change	

## INDEX OF STANDARD FORMS

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	22.0
HELD FOR FUTURE USE	25.0

RICK HUGUS Issuing Officer

PRESIDENT \_\_\_\_

## **CUSTOMER'S GUARANTEE DEPOSIT RECEIPT**

CONSUMER'S GUARANT	EE DEPOSIT AND/O	OR SERVICE CH	HARGE RECEIPT	1057
Water Deposit \$	Sewer Deposit \$ _		TAPPING FEE Not Refundable \$_	
Received from			Date	, 19
Street and Town			Acct. No	
Muiling Address				<del></del>
Let No	Block No.		Subdivision	
WATER PLANT CAPACITY NON REFUNDABLE \$	FINE HYDRANT FEI NON REFUNDABLI	£ \$	SEFER PLANT CAPACITY  1 SIEADAJES NOV.	
WATER ALLOWANCE FOR FUNDS PRUDENTLY INVESTED NON REFU		·	FOR FUNDS ESTED NON REFUNDABLE S	
As a Deposition of any and all indeptedness for operations are suggested by parameter the payment of any and all indeptedness for operations of account a use of the consumers of account was such depositions of the consumer of account may use such depositions at the Eumoany were the all service dovernor by this deposition the presentation Company agrees to refund to the consumer the depositions are the consumer agrees to refund to the consumer the deposition covers. The small not preclude the Company from discontinuing depositing arresponding to the mains of the Water and/or the account and the state of control and the state of the consumer recognitions are suggested of the control of the suggested of the suggested of the control of the suggested of the con	water sever shows gas service which may suggest spread and south part thereof may be at 10 the Company windscopied and that the consistency and that the consistency and that the consistency and the company of this recent and proper designation the surval amounts then due the Company or non-payment the amount covered by this such notationess for such services are amounts and accept such services are amounts and accept such services.  The amounts and accepts such services are all consistency such as a surval of the consistency of the surval of the consistency of the surval of the consistency of th	Among other rules and requiable shall have access at all reasonate shall have access at all reasonate shall have access to a recommand and recommands and in the customer further agrees the area of making outs and if not so a recommand and agricultural processing and the Company has no respectively and the Company has no respectively.	ons the customer agrees that the dury author nours to the premises of the Consumer temporing Company's agreement termination of the Company's agreement love for trescass.  It all bills for water sewer and/or pas than a load the Company will have the right to a level that the case of water and/or pas to the thousand the sale of water and/or pas to the thousand the sale of water and/or pas to the thousand the sale of water and/or pas to the thousand the sale of water and/or pas to the thousand the sale of water and/or pas to the thousand the sale of water and/or pas to the thousand the sale of water and/or pas to the thousand the sale of water and/or pas to the thousand the sale of water and/or pas to the thousand the sale of water and/or pas to the thousand the sale of water and/or pas to	onted agents or the Cumpany for the surrose of installing meters, and littler insurrose of installing meters, and littler insurance and insurance and insurance connect centres and charge consumer occurs at the meter steel and or just reaches the
CONSUMER		9v		

RICK HUGUS
Issuing Officer
PRESIDENT
Title

## APPLICATION FOR WATER AND/OR SEWER SERVICE

AQUA UTILITIES FLORIDA, INC. 6960 Professional Parkway East, Suite 400 Sarasota, FL 34240 (941) 907-7400 (800) 250-7532

Please read and complete the form below. Indicate exactly how you would like the name on the account.

A security deposit is required to establish an account with the utility company. The deposit will be charged on your first bill along with an account set up fee. This deposit shall not preclude the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to the Company, regardless of the sufficiency of the deposit to cover such indebtedness for service. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after 25 months of a satisfactory payment record. The utility company reserves the right to require a new deposit or increase a deposit amount due to an unsatisfactory payment record.

This application must be completed, signed and returned within 14 days of beginning service or service is subject to disconnection.

PLEASE PRINT		
Customer Name:		
Spouse Name:		
Service Address:		-
Mailing Address (if different):		
City	State	Zip
Previous Address:	-	
Social Security No.:	Drivers License No.: _	
Local Home Phone No.:	Other Home Phone No	0.:
Business Phone No.:	Alternate Phone No.:	
How many persons will be living in yo	our household? Date Service	ce is to begin:
	e by the rules and regulations of Aqua Uti mpt manner. I (we) have been informed Aqua Utilities Florida, Inc.	
Signature:	Date:	· · · · · · · · · · · · · · · · · · ·
Owner ( ) Tenant ( ) Agent ( )	Print Name	Phone:
For Office Use Only		
Residential ( ) General Service (	( ) Deposit and set up fee char	ged ( ) Date:
Company	Account Number	CSR Initials

RICK HUGUS Issuing Officer

PRESIDENT

## COPY OF CUSTOMER'S BILL

AQUA UTILITIES FLORIDA, INC. 6960 Professional Parkway, East, Suite 400 Sarasota, FL 34240

FIRST CLASS WAIL U.S. POSTAGE PAIC

PERMIT NO

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OUE SAFE	]
	OUE DATE

MAIL THIS STUB WITH YOUR PAYMENT

RICK HUGUS Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 25.0

HELD FOR FUTURE USE

RICK HUGUS Issuing Officer

PRESIDENT

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RICK HUGUS
Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 27.0

## SERVICE AVAILABILITY POLICY

The Company will make extensions and expansions of its facilities for service consistent with the provisions of this Tariff.

RICK HUGUS
Issuing Officer

PRESIDENT

#### ORIGINAL SHEET NO. 28.0

#### **HELD FOR FUTURE USE**

#### TABLE OF DAILY FLOWS

#### TYPES OF BUILDING USAGES

Apartments

Bars and Cocktail Lounges

Boarding Schools (Students and Staff)

Bowling Alleys, toilet wastes only

County Clubs

Day Schools (Students and Staff)

Drive In Theaters

Factories, with showers

Factories, no showers

Hospitals, with laundry

Hospitals, no laundry Hotels and Motels

Laundromat

Mobile Home Parks

Movie Theatres, Auditoriums, Churches

Nursing Homes Office Buildings

Public Institutions (other than those listed herein)

Restaurants

Single Family Residential Townhouse Residence

Stadiums, Frontons, Ball Parks, etc.

Stores, without kitchen wastes

Speculative Buildings

Warehouses

[1] gpd = gallons per day

[2] gpcd = gallons per capita per day

ESTIMATED DAILY FLOWS
OF WATER

gpd [1]

gpcd [2]

gpcd gpd/lane

gpcd/member

gpcd

gpd/car space

gpcd

gpd/square feet

gpd/bed

gpd/bed

gpd/room and unit gpd/washing machine

gpu/ wasiiiig iiia

gpd/trailer gpd/seat

gpd/square feet

gpd/square feet

gpcd

gpcd/seat

gpd gpd

gpd/seat

gpd/square feet

gpd/square feet

gpd plus

gpd/square feet

RICK HUGUS

Issuing Officer

PRESIDENT

## WASTEWATER TARIFF

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

## FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RICK HUGUS Issuing Officer

#### WASTEWATER TARIFF

#### LOCAL OFFICE

AQUASOURCE UTILITY, INC. d/b/a
AQUA UTILITIES FLORIDA, INC.
NAME OF COMPANY

#### 6960 PROFESSIONAL PARKWAY EAST, SUITE 400

SARASOTA, FL 34240 ADDRESS OF COMPANY

PHONE: (941) 907-7400 - EMERGENCY: (800) 250-7532 (Business & Emergency Telephone Numbers)

#### **CORPORATE OFFICE**

762 WEST LANCASTER AVENUE
BRYN MAWR, PA 19010

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RICK HUGUS Issuing Officer

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RICK HUGUS Issuing Officer

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# **INDEX OF TERRITORY**

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Lee	3.3	3.3.1
Polk	3.4	3.4.1

RICK HUGUS
Issuing Officer

PRESIDENT

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بانانا	ו ע		LUI	UNE	UJL

## **TERRITORY AUTHORITY**

**CERTIFICATE NUMBER** -

COUNTY -

COMMISSION ORDER (S) APPROVING TERRITORY SERVED -

Order Number Date Issued Docket Number Filing Type

(Continued to Sheet No. 3.1.1)

RICK HUGUS

Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.1.1

(Continued from Sheet No. 3.1)

## **DESCRIPTION OF TERRITORY SERVED**

HELD FOR FUTURE USE

(Continued to Sheet No. 3.1.2)

RICK HUGUS Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.1.2

(Continued from Sheet No. 3.1.1)

# **DESCRIPTION OF TERRITORY SERVED**

HELD FOR FUTURE USE

(Continued to Sheet No. 3.1.3)

RICK HUGUS Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.1.3

(Continued from Sheet No. 3.1.2)

# DESCRIPTION OF TERRITORY SERVED

HELD FOR FUTURE USE

(Continued to Sheet No. 3.1.4)

RICK HUGUS

Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.1.4

(Continued from Sheet No. 3.1.3)

# DESCRIPTION OF TERRITORY SERVED

HELD FOR FUTURE USE

(Continued to Sheet No. 3.1.5)

RICK HUGUS
Issuing Officer
PRESIDENT
Title

ORIGINAL SHEET NO. 3.1.5

(Continued from Sheet No. 3.1.4)

# DESCRIPTION OF TERRITORY SERVED HELD FOR FUTURE USE

(Continued to Sheet No. 3.1.6)

RICK HUGUS
Issuing Officer
PRESIDENT
Title

ORIGINAL SHEET NO. 3.1.6

(Continued from Sheet No. 3.1.5)

## **DESCRIPTION OF TERRITORY SERVED**

HELD FOR FUTURE USE

RICK HUGUS Issuing Officer

PRESIDENT

#### **DESCRIPTION OF TERRITORY SERVED**

#### LAKE COUNTY

#### DOCKET NO 840304-WS, ORDER NO. 14115

#### TOWNSHIP 19 SOUTH, RANGE 26 EAST

SECTION 31 Commence at

Commence at the NW corner of the SE 1/4 of the SW 1/4 of said Section 31, thence S.00°12'35"W., a distance of 507.33 feet to the POINT OF BEGINNING; thence following the same bearing continue a distance of 811.74 feet to the south line of said Section 31; thence along said south line in an easterly direction a distance of 1,576.56 feet (more or less) to the western right-of-way line of State Road 19; thence following said right-of-way line N.16°38'42"E., a distance of 254.68 feet to a point; thence N.00°14'00"E., a distance of 215 feet; thence S.89°29'55"E., a distance of 353.36 feet; thence N.16°38'42"E., a distance of 416.66 feet to a point; thence N.89°29'55"W., a distance of 1,286.64 feet to a point; thence S.00°14'00"W., a distance of 83 feet to a point; thence N.89°29'55"W., a distance of 569.03 feet (more or less) to the west line of the SE 1/4 of the SW 1/4 of said Section 31 and the POINT OF BEGINNING.

#### DOCKET NO 900106-WS, ORDER NO. 23378

#### KING'S COVE SUBDIVISION

#### TOWNSHIP 19 SOUTH, RANGE 24 EAST

SECTION 1

Commence at the SE corner of the SW 1/4 of said Section 1, thence S.89°52'46"W., along the south line of the said SW 1/4, a distance of 1,118.22 feet to the POINT OF BEGINNING: thence continue S.89°52'46"W., along said south line a distance of 339.27 feet; thence N.00°07'14"W., a distance of 75.00 feet to the beginning of a curve concave to northwest and having a radius of 25.00 feet; thence southwesterly along said curve through a central angle of 90°00'00", an arc distance of 39.27 feet to the end of said curve; thence S.89°52'46"W., a distance of 144.79 feet; thence N.00°07'14"W., a distance of 95.47 feet; thence N.43°02'46"W., a distance of 95.56 feet; thence N.46°57'14"E., a distance of 25.00 feet; thence N.43°02'46"W., a distance of 50.00 feet to a point on the southerly right-of-way of Twin Palms Road (District Number 1-5915); thence S.46°57'14"W., along said right-of-way a distance of 9.25 feet to the beginning of curve concave to the northwest and

(Continued to Sheet No. 3.2.2)

RICK HUGUS

Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - <u>LAKE COUNTY</u>

(Continued from Sheet No. 3.2.1)

having a radius of 516.40 feet; thence along the curve through a central angle of 26°21'52", an arc distance of 237.62 feet to the end of said curve; thence S.73°19'06"W., a distance of 322.25 feet to the beginning of a curve concave to the southeast and having a radius of 25.00 feet; thence along said curve through a central angle of 97042'28", an arc distance of 42.63 feet to the end of said curve and a point on a curve concave to the southwest and having a radius of 1,250.08 feet, said point also being on the northeasterly right-of-way of State Road 466-A; thence northwesterly along said right-of-way line through a central angle of 6°55'41", an arc distance of 235.80 feet; thence N.58040'57"E., a distance of 150.00 feet to a curve concave to the southwest and having a radius of 2,100.08 feet; thence southerly along said curve through a central angle of 05°19'18", an arc distance of 195.06 feet to a point on the northerly right-of-way line of Twin Palms Road (District Number 1-5915), thence N.73º19'06"E., along said right-of-way a distance of 207.10 feet to a point on a curve concave to the northwest and having a radius of 466.40 feet; thence along said curve through a central angle of 26021'52", an arc distance of 214.61 feet to the end of said curve; thence N.46°57'14"E., a distance of 288.00 feet; thence N.47035'22"E., a distance of 383.18 feet; thence N.48011'49"E., a distance of 325.10 feet to the beginning of a curve concave to the northwest and having a radius of 25.00 feet; thence northerly along said curve through a central angle of 90°00'00", an arc discance of 39.27 feet to the end of said curve; thence N.41°48'11"W., a distance of 349.61 feet to the beginning of a curve concave to the northwest and having a radius of 25.00 feet; thence southwesterly along said curve through a central angle of 89°33'21", an arc distance of 39.08 feet to the end of said curve; thence S.47045'10"W., a distance of 589.81 feet; thence N.42°14'50"W., a distance of 518.77 feet; thence S.71°33'26"W., a distance of 15.82 feet; thence N.08°21'41"W., a distance of 101.57 feet; thence N.71°33'26"E., a distance of 55.31 feet; thence N.84°10'30"W., a distance of 126.10 feet; thence N.61°04'44"E., a distance of 125.86 feet; thence N.68°08'51"E., a distance of 91.78 feet; thence N.51°35'12"E., a distance of 147.29 feet; thence N.54°50'04"E.. a distance of 97.10 feet; thence N.30°13'13"E., a distance of 72.73 feet; thence S.62°53'24"E., a distance of 100.16 feet; thence S.30°13'13"W., a distance of 51.40 feet to a point on a curve concave to the south and having a radius of 50.00 feet; thence northeasterly, easterly, and southeasterly along said curve through a central angle of 107°58'36", an arc distance of 94.23 feet to the end of said curve; thence S.41°48'll"E., a distance of 744.32 feet to the beginning of a curve concave to the southwest and having a radius of 145.36 feet; thence southeasterly along said curve through a central angle of 13°47'46", an arc distance of 35.00 feet; thence N.70°00'00"E., a distance of 535.43 feet; thence S.46°20'00"E., a distance of 178.77 feet; thence S.43040'00"W., a distance of 156.00

(Continued to Sheet No. 3.2.3)

RICK HUGUS

Issuing Officer

(Continued from Sheet No. 3.2.2)

feet; thence \$.06030'00"W., a distance of 115.64 feet; thence \$.19015'00"W., a distance of 320.00 feet; thence \$.4500'00"W., a distance of 200.00 feet, thence \$.0007'14"E., a distance of 110.00 feet; thence \$.89052'46"W., a distance of 90.00 feet; thence \$.00007'14"E., a distance of 115.00 feet to the POINT OF BEGINNING.

# AND KING'S COVE SUBDIVISION FIRST ADDITION

Commence at the SE corner of the SW 1/4 of said Section 1; thence run North along the east line of said SW 1/4 a distance of 1,481.74 feet to a POINT OF BEGINNING; from said POINT OF BEGINNING run S.55009'37"E., a distance of 51.01 feet to the beginning of a curve concave to the northerly and having a radius of \$23.41 feet; thence run easterly along said curve through a central angle of 27°50'23", a distance of 254.32 feet to the end of said curve; thence S.83000'00"E., a distance of 792.23 feet; N.07°20'20"W., a distance of 243.14 feet; thence S.82°39'40"W., a distance of 360.00 feet; thence N.83000'00"W., a distance of 330.00 feet; thence N.07°00'00"E., a distance of 70.00 feet; thence N.83°00'00"W., a distance of 210.00 feet; thence due north 60 feet; thence due west 50.00 feet; thence N.75°56'54"W., a distance of 116.37 feet; thence N.51°39'40"W., a distance of 12].16 feet to the beginning of a curve concave southerly and having a radius of 461.86 feet; thence westerly and southwesterly along said curve through a central angle of 80°08'31", a distance of 46.01 feet to the end of said curve; thence S.48°11'49"W., a distance of 586.30 feet to the northeasterly right-of-way of Maple Leaf Drive, according to the Plat of King's Cove Subdivision; recorded in Plat Book 22, Page 44 and 45 of the public records of Lake County, Florida; thence run S.41°48'11"E., along said right-of-way of Maple Leaf Drive a distance of 250.00 feet to the beginning of a curve concave southwesterly and having a radius of 145.36 feet; thence southeasterly along said curve through a central angle of 13047'46", a distance of 35.00 feet; thence N.70°00'00"E., a distance of 585.43 feet; thence S.46°20'00"E., a distance of 178.77 feet; thence N.34°50'11"E., a distance of 182.17 feet; thence N.37°51'20"E., a distance of 150.00 feet; thence S.51°39'40"E., a distance of 103.29 feet to the east line of the SW 1/4; thence north along said east line of the SW 1/4, a distance of 63.74 feet to the POINT OF BEGINNING.

(Continued to Sheet No. 3.2.4)

RICK HUGUS Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.2.3)

# KING'S COVE SUBDIVISION SECOND ADDITION

From the SE corner of the SW 1/4 of said Section 1, run S.89°52'46"W. along the south line of said SW 1/4, a distance of 1,457.49 feet to the SW corner of Lot 11, Block "A", King's Cove Subdivision, according to the plat thereof as recorded in Plat Book 22, Pages 44 and 45 of the public records of Lake County, Florida, and the POINT OF BEGINNING of this description.

From said POINT OF BEGINNING continue \$.89052'46"W., a distance of 624.55 feet to a point on a curve concave westerly and having a radius of 2,100.08 feet, run thence northwesterly along said curve through a central angle of 09°04'26", a distance of 332.24 feet to the southerly right-of-way of Twin Palms Road; run thence N.73°19'06"E., along the southerly right-of-way of Twin Palms Road, a distance of 199.52 feet to the beginning of a curve concave northerly and having a radius of 516.40 feet; run thence northeasterly along said curve through a central angle of 26°21'52", a distance of 237.62 feet; thence N.46°57'14"E., a distance of 9.25 feet; thence S.43°02'46"E., a distance of 150.00 feet; thence S.46°57'14"W., a distance of 25.00 feet; thence S.43°02'46"E., a distance of 95.56 feet; thence S.00007'14"E., a distance of 95.47 feet; thence N.89052'46"E., a distance of 144.79 feet to the beginning of a curve northwesterly and having a radius of 25.00 feet; run thence northeasterly along said curve through a central angle of 90°00'00", a distance of 39.27 feet; thence S.00°07'14"E., a distance of 75.00 feet; thence N.89°52'46"E., a distance of 16.72 feet to a point that is N.00°17'14"W. of the POINT OF BEGINNING; run thence S.00°07'14"E., a distance of 150.00 feet to the POINT OF BEGINNING.

#### DOCKET NO 950231-WS, ORDER NO. PSC-96-0131-FOF-WS

# KING'S COVE SUBDIVISION THIRD ADDITION

#### TOWNSHIP 19 SOUTH, RANGE 24 EAST

SECTION 1

King's Cove Subdivision, Third Addition, according to the plat thereof as recorded in Plat Book 25, Page 37, public records of Lake County, Florida described as follows: Commence at the SE corner of the SW 1/4 of Section 1, Township 19 South, Range 24 East, Lake County, Florida; run thence 5.89'52'46"W. along the south line of said SW 1/4, a distance of 2,082.04 feet to the SW corner of Lot 2, King's Cove Subdivision, Second Addition, according to the plat thereof as recorded in Plat Book 24, Page 31 of the Public Records of Lake County, Florida, and the POINT OF BEGINNING of Section "A".

(Continued to Sheet No. 3.2.5)

RICK HUGUS Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.2.4)

From said POINT OF BEGINNING of Section "A", continue 5.89'52'46"W., a distance of 156.06 feet to a point on the northeasterly right-of-way of State Road No. 466A, said point being on a curve concave to the southwesterly and having a radius of 1,950.08 feet; thence northwesterly along said northeasterly right-of-way and said curve through a central andle of 07°37'40" an arc length of 259.61 feet to the beginning of a curve concave to the southeasterly and having a radius of 25.00 feet; thence northeasterly along the arc of said curve through a central angle of 97°42'28", an arc distance of 42.63 feet to the end of said curve; thence N.73'19'06"E., along the southeasterly right-of-way of Twin Palms Road, a distance of 122.74 feet to the NW corner of Lot 1 of the aforesaid King's Cove Subdivision, Second Addition, and a point hereby designated as Point "A", said point being on a curve concave to the southwesterly and having a radius of 2,100.08 feet; thence southeasterly and along the westerly line of said King's Cove Subdivision, Second Addition, and the arc of said curve through a central angle of 09'04'25", an arc distance of 332.59 feet and a chord distance of 332.24 feet to the POINT OF BEGINNING of the aforesaid Section "A".

Return to the aforementioned Point "A"; run thence N.73°19'06"E., along said southeasterly right-of-way of Twin Palms Road, a distance of 199.52 feet to the beginning of a curve concave to the northwesterly and having a radius of 516.40 feet; thence northeasterly along the arc of said curve through a central angle of 26'21'52", an arc distance of 237.62 feet to the end of said curve; thence N.43°02'46"W., a distance of 50.00 feet to the northwesterly right-of-way of said Twin Palms Road; thence N.46°57'14"E., along said northwesterly right-of-way of Twin Palms Road, a distance of 14.25 feet to the POINT OF BEGINNING of Section "B".

Run thence N.43'02'46"W., a distance of 150.00 feet; thence N.46°57'14"E., a distance of 120.00 feet; thence N.46°40'44"E., a distance of 50.00 feet; thence N.47'45'10"E., a distance of 840.29 feet to the southwesterly right-of-way of Maple Leaf Drive; thence S.41'48'11"E., along said southwesterly right-of-way of Maple Leaf Drive, a distance of 125.40 feet to the beginning of a curve concave to the westerly and having a radius of 25.00 feet; thence southerly along the arc of said curve through a central angle of 90'00'00", an arc distance of 39.27 feet to the end of said curve and the northwesterly right-of-way of Twin Palms Road; thence S.48'11'49"W., along said northwesterly right-of-way of Twin Palms Road, a distance of 325.11 feet; thence continuing along said northwesterly right-of-way of Twin Palms Road, run thence S.47'35'22"W., a distance of 383.19 feet; thence S.46°57'14"W., a distance of 273.75 feet to the POINT OF BEGINNING of the aforesaid Section "B".

(Continued to Sheet No. 3.2.6)

RICK HUGUS
Issuing Officer

<u>PRESIDENT</u>

(Continued from Sheet No. 3.2.5)

# KING'S COVE SUBDIVISION FOURTH ADDITION

King's Cove Subdivision, Fourth Addition, according to the plat thereof as recorded in Plat Book 25, Pages 56 and 57, public records of Lake County, Florida described as follows: Commence at the SE corner of SW 1/4 of Section 1, Township 19 South, Range 24 East, Lake County, Florida; run thence north along the east line of said SW 1/4 a distance of 1,681.09 feet to a point on the northerly line of Lot 20, King's Cove Subdivision, First Addition, according to the plat thereof as recorded in Plat Book 24, Page 27, public records of Lake County, Florida, and the POINT OF BEGINNING of Section "A".

From said POINT OF BEGINNING of Section "A", run N.75°56'54"W., along said northerly line of Lot 20 and the most northerly line of said King's Cove Subdivision, First Addition, a distance of 15.46 feet to the most northwesterly corner of said Lot 20; thence continuing along said most northerly line of King's Cove Subdivision, First Addition, run N.51'39'40"W., a distance of 123.16 feet to the beginning of a curve concave to the southerly and having a radius of 461.86 feet; thence run westerly along the arc of said curve through a central angle of 80'08'31", an arc distance of 646.01 feet to the end of said curve; thence S.48°11'49"W., a distance of 586.53 feet to the northeasterly right-of-way of Maple Leaf Drive and a point hereby designated as Point "A"; thence N.41°48'11"W., along said northeasterly right-of-way of Maple Leaf Drive a distance of 350.00 feet; thence N.48'11'49"E., a distance of 586.53 feet to the beginning of a curve concave to the southerly and having a radius of 811.86 feet; thence easterly along the arc of said curve through a central angle of 41°48'11", an arc distance of 592.33 feet to the end of said curve; thence east a distance of 398.10 feet to the aforementioned east line of SW 1/4; thence south along said east line of SW 1/4 a distance of 10.84 feet; thence N.89'24'10"E., a distance of 200.00 feet; thence S.26'35'50"E., a distance of 114.16 feet; thence S.40°43'39"W., a distance of 131.96 feet; thence south a distance of 343.41 feet; thence west a distance of 67.11 feet; thence N.75°56'54"W., a distance of 100.91 feet to the POINT OF BEGINNING of Section "A".

Return to the aforementioned Point "A" and run S.48°39'45"W., a distance of 50.00 feet to the southwesterly right-of-way of Maple Leaf Drive and the POINT OF BEGINNING of Section "B", said POINT OF BEGINNING of Section "B" being the most northerly corner of Lot 12, King's Cove Subdivision, Third Addition, as recorded in Plat Book 25, Page 37, public records of Lake County, Florida; thence S.47°45'10"W., along the northwesterly line of said King's Cove Subdivision, Third Addition, a distance of 840.29 feet; thence N.43'02'46"W., a distance of 224.06 feet to the beginning of a curve concave to the northerly and having a radius of 25.00 feet and a

(Continued to Sheet No. 3.2.7)

RICK HUGUS

Issuing Officer

PRESIDENT Title

## AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - <u>LAKE COUNTY</u>

ORIGINAL SHEET NO. 3.2.7

(Continued from Sheet No. 3.2.6)

tangent bearing of S.43'02'46"E.; thence easterly along the arc of said curve through a central angle of 89'12'04", an arc distance of 38.92 feet to the end of said curve; thence N.47'45'10"E., along a southwesterly extension of and the southeasterly line of Tract "D", King's Cove Subdivision, according to the plat thereof as recorded in Plat Book 22, Pages 44 and 45, public records of Lake County, Florida, a distance of 795.16 feet to the beginning of a curve concave to the westerly and having a radius of 25.00 feet; thence northerly along the arc of said curve through a central angle of 89'33'31", an arc distance of 39.08 feet to the end of said curve and a point on the southwesterly right-of-way of Maple Leaf Drive; thence 5.41'48'11"E., along said southwesterly right-of-way, a distance of 224.21 feet to the POINT OF BEGINNING of Section "B". Also: Tract "A", King's Cove Subdivision, First Addition, according to the plat thereof as recorded in Plat Book 24, Page 27 of the public records of Lake County, Florida.

# KING'S COVE SUBDIVISION FIFTH ADDITION

King's Cove Supdivision, Fifth Addition, according to the plat thereof as recorded in Plat Book 27, Pages 83 and 84, public records of Lake County, Florida, described as follows: a part of the SW 1/4 of Section 1, Township 19 South, Range 24 East, and the SE 1/4 of Section 2, Township 19 South, Range 24 East, Lake County, Florida, described as follows: Commence at the SE corner of the SE 1/4 of Section 1, Township 19 South, Range 24 East, Lake County, Florida, run S.89°52'46"W., along the south line of the SW 1/4 a distance of 2,238.10 feet to the SW corner of Lot 1, Block A of King's Cove Subdivision, Third Addition, as recorded in Plat Book 25, Page 37 of the public records of Lake County, Florida, the same being a point on the northeasterly right-of-way of County Road 466-A, said point being on a curve concave southwesterly and having a radius of 1,950.08 feet, said point being N.73°14'18"E. from the center of said curve; thence northwesterly along said northeasterly right-of-way and curve through a central angle of 14°33'21", an arc distance of 495.41 feet to the most westerly corner of Tract A of King's Cove Subdivision, as recorded in Plat Book 22, Pages 44 and 45, and the POINT OF BEGINNING.

From said POINT OF BEGINNING, continue northwesterly along aforesaid right-of way curve, said curve having a radius of 1,950.08 feet and being concave southwesterly, through a central angle of 08°48'51", an arc distance of 300.00 feet to the end of said curve; thence continue along aforesaid right-of-way N.40°07'54"W., a distance of 294.28 feet; thence N.32°28'46"E., a distance of 334.37 feet; thence

(Continued to Sheet No. 3.2.8)

RICK HUGUS Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.2.7)

N.44'45'14"E., a distance of 74.53 feet; thence N.57°47'55"E., a distance of 109.04 feet; thence S.89'15'34"E., a distance of 59.31 feet; thence N.63'06'48"E., a distance of 66.01 feet; thence N.65'30'53"E., a distance of 77.24 feet; thence \$.88'16'48'E., a distance of 84.87 feet to a point on the westerly boundary of Tract D of aforesaid King's Cove Subdivision, as recorded in Plat Book 22, Pages 44 and 45, public records of Lake County, Florida; thence along the boundary of said Tract D the following two courses: N.71°33'26"E., a distance of 15.82 feet; and S.42°14'50"E.. a distance of 518.77 feet to the most southerly corner of said Tract D and a point on the northwesterly right-of-way of Royal Oak Drive of King's Cove Subdivision, Fourth Addition, as recorded in Plat Book 25, Pages 56 and 57, public records of Lake County, Florida; thence S.47°45'10"W., along said northwesterly right-of-way, a distance of 125.00 feet to the beginning of a curve concave northwesterly and having a radius of 25.00 feet; thence southwesterly along the arc of said curve through a central angle of 11'33'45", an arc distance of 5.05 feet; thence 5.43°02'46"E., along the southwesterly boundary of aforesaid King's Cove Subdivision, Fourth Addition, a distance of 199.91 feet to the most northerly corner of Tract A of King's Cove Subdivision, Third Addition, as recorded in Plat Book 25, Page 37 of the Public Records of Lake County, Florida; thence S.46°40'44"W., along the northwesterly boundary of said Tract A, a distance of 50.00 feet; thence S.46°57'14"W., along the northwesterly boundary of Lot 4 of said Third Addition, a distance of 120.00 feet to the most westerly corner of said Lot 4; thence S.43°02'46"E., a distance of 150.00 feet to the most southerly corner of said Lot 4 and point on the northwesterly right-of-way of Twin Palms Road as recorded in the plat of King's Cove Subdivision in Plat Book 22, Pages 44 and 45; thence S.46°57'14"W., along said northwesterly right-of-way, a distance of 14.25 feet to the beginning of a curve concave northwesterly and having a radius of 466.40 feet; thence southwesterly along the arc of said curve through a central angle of 26'21'52", an arc distance of 214.61 feet to the end of said curve; thence continuing along said right-of-way S.73°19'06"W., a distance of 207.10 feet to the most easterly corner of Tract A, of King's Cove Subdivision, said corner being N.64'00'15"E., from the center of a curve concave southwesterly and having a radius of 2,100.08 feet; thence northwesterly along the arc of said curve through a central angle of 05°19'18", an arc distance of 195.06 feet to the most northerly corner of said Tract A; thence S.58°40'57"W., a distance of 150.00 feet to POINT OF BEGINNING.

ALSO

RICK HUGUS

Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.2.8)

Begin at the aforementioned most easterly corner of Tract A, King's Cove Subdivision, as recorded in Plat Book 22, Pages 44 and 45 of the public records of Lake County, Florida, said point being on the northerly right-of-way of Twin Palms Road (District Number 1-5915); run thence S.73'19'06"W., along said northerly right-of-way, a distance of 29.64 feet to the point of curvature of a curve concave northwesterly and having a radius of 25.00 feet, said point of curvature being S.16'40'54"E. from the center of said curve; thence run northerly along the arc of said curve through a central angle of 100'07'41", an arc distance of 43.69 feet to the end of said curve and a point on a curve concave southwesterly and having a radius of 2,100.08 feet, said point being N.63'11'26"E. from the center of said curve; thence run southeasterly along the arc of said curve through a central angle of 00'48'49", an arc distance of 29.82 feet to the POINT OF BEGINNING.

# KING'S COVE SUBDIVISION SIXTH ADDITION

King's Cove Subdivision, Sixth Addition, according to the plat thereof as recorded in Plat Book 27, Page 85, public records of Lake County, Florida, described as follows: commencing at the SW corner of the SE 1/4 of Section 1. Township 19 South, Range 24 East, Lake County, Florida, run thence north along the west line of said SE 1/4 a distance of 1,681.09 feet to a point on the southerly line of Lot 14 of King's Cove Subdivision, Fourth Addition, as recorded in Plat Book 25, Pages 56 and 57 of the public records of Lake County, Florida; thence S.75°56'54"E., along said southerly line, a distance of 100.91 feet; thence east a distance of 50.00 feet to the most northeasterly corner of Lot 21 of King's Cove Subdivision, First Addition, as recorded in Plat Book 24, Page 27 of the public records of Lake County, Florida and the POINT OF BEGINNING.

From said POINT OF BEGINNING, run along the boundary of said King's Cove Subdivision, First Addition, the following five courses: south a distance of 60.00 feet; thence S.83°00'00"E., a distance of 210.00 feet; thence S.07'00'00"W., a distance of 70.00 feet; thence S.83'00'00"E., a distance of 330.00 feet; thence N.82339'40"E., a distance of 54.00 feet; thence departing said boundary, run N.07°20'20"W., a distance of 461.84 feet; thence S.41°16'47"W., a distance of 98.89 feet; thence N.80°05'50"W., a distance of 173.00 feet; thence N.46'35'50"W., a distance of 193.00 feet; thence N.26°35'50"W., a distance of 95.84 feet to the most easterly corner of Lot 17 of the aforesaid King's Cove Subdivision, Fourth Addition; thence along the boundary of said subdivision the following three courses: S.40<sup>3</sup>43'39"W., a distance of 131.96 feet; thence south a distance of 343.41 feet; thence west a distance of 17.11 feet to the POINT OF BEGINNING. Also Tract "B" of King's Cove Subdivision, First Addition, as recorded in Plac Book 24, Page 27 of the public records of Lake County, Florida. (Tract "B" is a proposed road.)

(Continued from Sheet No. 3.2.9)

RICK HUGUS

Issuing Officer

PRESIDENT

## AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - LAKE COUNTY

(Continued from Sheet No. 3.2.9)

## KING'S COVE SUBDIVISION SEVENTH ADDITION

King's Cove Subdivision, Unit 7, according to the plat thereof as recorded in Plat Book 25, Pages 56 and 57, public records of Lake County, Florida, described as follows: commence at the SE corner of the SW 1/4 of Section 1, Township 19 South, Range 24 East, Lake County, Florida; run thence north along the east line of said SW 1/4, a distance of 2,200.00 feet to the NW corner of Lot 18 of King's Cove Subdivision, Fourth Addition, according to the plat thereof as recorded in Plat Book 25, Pages 56 and 57 of the public records of Lake County, Florida; thence continue north along the east line of said SW 1/4, a distance of 10.84 feet to the POINT OF BEGINNING of this description.

From said POINT OF BEGINNING, run thence west along the northerly line of King's Cove Subdivision, Fourth Addition, a distance of 398.10 feet to the beginning of a curve concave southeasterly and having a radius of 811.86 feet; run thence westerly and southwesterly along the arc of said curve through a central angle of 41°48'11", a distance of 592.33 feet to the end of said curve; thence S.48'11'49"E., a distance of 286.53 feet to the northeasterly right-of-way of Old Hickory Lane; thence S.41°48'11"E., along said right-of-way a distance of 125.0 feet to the beginning of a curve concave northeasterly and having a radius of 25.0 feet; run thence southeasterly along the arc of said curve through a central angle of 90'00'00", a distance of 39.27 feet to a point on the northwesterly rightof-way of Royal Oak Drive; thence S.48°11'49"W., along said right-of-way of Royal Oak Drive a distance of 100.0 feet to the beginning of a curve concave westerly and having a radius of 25.0 feet; run thence northeasterly and northerly along the arc of said curve through a central angle of 90°00'00", a distance of 39.27 feet to the end of said curve; thence N.41°48'11"W., along the southwesterly right-of-way of Old Hickory Lane, a distance of 125.0 feet; thence leaving said right-of-way of Old Hickory Lane, run S.48'11'49"W., a distance of 250.0 feet to a point on the northeasterly right-of-way of Maple Leaf Drive, said point hereby designated as Point "A".

From said Point "A", run N.41'48'11"W., along said right-of-way of Maple Leaf Drive, a distance of 144.32 feet to the beginning of a curve concave southerly and having a radius of 50.0 feet; thence run northwesterly and southwesterly along the arc of said curve through a central angle of 107'58'47", a distance of 94.23 feet; thence leaving the right-of-way of Maple Leaf Drive, run N.30°13'13"E., a distance of 51.40 feet; thence N.23'50'00"E., a distance of 60.79 feet; thence N.74'06'09"E., a distance of 14.75 feet; thence

(Continued to Sheet No. 3.2.11)

RICK HUGUS Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.2.10)

N.14.57'12"E., a distance of 103.90 feet; thence N.14'03'17"E., a distance of 85.67 feet; thence N.55'35'04"E., a distance of 91.32 feet; thence N.48'04'17"E., a distance of 99.62 feet; thence N.42'35'21"E., a distance of 98.73 feet, thence N.47316'58"E., a distance of 76.78 feet; thence N.32'43'14"E., a distance of 45.15 feet; thence N.65°10'47"E., a distance of 68.0 feet; thence N.52°51'17"E., a distance of 98.68 feet; thence N.49'59'56"E., a distance of 129.28 feet; thence N.48'42'38"E., a distance of 103.84 feet; thence N.23°17'17"E., a distance of 103.88 feet; thence  $N.73^{\circ}09^{\circ}16^{\circ}E.$ , a distance of 57.66 feet; thence  $N.57^{\circ}33^{\circ}01^{\circ}E.$ , a distance of 72.11 feet; thence N.56'16'02"E., a distance of 87.11 feet; thence N.26344'36"E., a distance of 75.77 feet; thence N.64355'46"E., a distance of 17.92 feet; thence N.43'00'00"E., a distance of 70.53 feet; thence N.58'30'00"E., a distance of 115.53 feet; thence east a distance of 180.00 feet; thence S.73°00'00"E., a distance of 230.0 feet to a point on the east line of the aforementioned SW 1/4; thence south along said east line of SW 1/4, a distance of 629.16 feet to the POINT OF BEGINNING.

#### AND

A part of Tract "D", King's Cove Subdivision, a subdivision in Section 1, Township 19 South, Range 24 East, and recorded in Plat Book 22, Pages 44 and 45 of the public records of Lake County, Florida, described as follows: from the aforementioned Point "A", run S.48°11'49"W., a distance of 50.0 feet to a point on the southwesterly right-of-way line of Maple Leaf Drive and the POINT OF BEGINNING of this description.

From said POINT OF BEGINNING, run S.41348'11"E., along said southwesterly right-of-way of Maple Leaf Drive a distance of 125.38 feet to the beginning of a curve concave northwesterly and having a radius of 25.0 feet; run thence southeasterly and southwesterly along the arc of said curve through a central angle of 89'33'21", a distance of 39.08 feet to a point on Royal Oak Drive; thence S.47°45'10"W., along the northwesterly right-of-way of Royal Oak Drive a distance of 125.19 feet; thence leaving said right-of-way run N.41°48'11"W., a distance of 185.00 feet; thence N.11°46'34"E., along a radial line a distance of 136.40 feet to a point on a cul-de-sac, said cul-de-sac having a radius of 50.0 feet and a radial bearing of S.11°46'34"W.; run thence easterly along the arc of said cul-de-sac through a central angle of 34°06'30", a distance of 29.77 feet to the end of said curve and the beginning of a curve concave southerly and having a radius of 25.0 feet; run thence easterly and southeasterly along the arc of said curve through a central angle of 70°31'45", a distance of 30.77 feet to the end of said curve; thence S.41348'11"E., a distance 73.61 feet to the POINT OF BEGINNING.

RICK HUGUS

Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - LEE COUNTY

## TERRITORY AUTHORITY

## LEE COUNTY

**CERTIFICATE NUMBER - 268-S** 

**COUNTY** - LEE

## COMMISSION ORDER (S) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type
8851	04/27/79	780586-S	Original Certificate (South Seas Utility Company)
8851-A	05/09/79	780586-S	Amendatory Order
25242	10/22/91	910858-SU	Amendment
PSC-93-1487-FOF-SU	10/12/93	930673-SU	Amendment
PSC-99-1910-PAA-SU	09/27/99	982017-SU	Transfer of Certificate (AquaSource Utility, Inc.)

(Continued to Sheet No. 3.3.1)

RICK HUGUS Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.3)

## **DESCRIPTION OF TERRITORY SERVED**

## LEE COUNTY

(WASTEWATER ONLY)

DOCKET NO. 780586-S, ORDER NO. 8951, 8851-A

TOWNSHIP 45 SOUTH, RANGE 21 EAST

SECTIONS 15, 22, 23, 26, 27

All that part of Sections 15, 22, 23, 26, 27, Captiva Island, Lee County, Florida, lying southerly from Redfish Pass: lying easterly of Gulfview, according to a map or plat thereof, recorded in Plat Book 3 at Page 8 of the Public Records of Lee County; lying northerly of Binder Avenue, as shown on the plat of G.W. Bryant's Addition to Gulfview recorded in Plat Book 3 at Page 21 of said Public Records; and lying westerly and northerly of the following described boundary: from the NW corner of Lot 70 of F.A. Lane's Bayview Subdivision, according to a map or plat thereof recorded in Plat Book 3 at Page 75 of said Public Records, run N.02°55'20"E., along the east line of Munson Street for a distance of 305 feet to a steel pin marking the intersection with the northeasterly line of Binder Avenue; thence run N.71°18'20"W., along said northeasterly line for a distance of 250 feet to the southeasterly corner of lands conveyed by deed recorded in Official Record Book 503 at Page 33 of said Public Records and the POINT OF BEGINNING of the herein described boundary.

From said POINT OF BEGINNING, run N.02°55'20"E., along the easterly boundary of said lands for a distance of 235.67 feet to a concrete monument marking the intersection with the southerly boundary of lands conveyed by deed recorded in Deed Book 130 at Page 21 of said Public Records; thence run N.85'47'00"W., along said southerly boundary for a distance of 71.60 feet to a concrete monument; thence run N.02°47'50"E., along the westerly boundary of said lands for a distance of 450.32 feet to a concrete monument; thence run S.85'50'20"E., along the northerly boundary of said lands for a distance of 500 feet (more or less) to the waters of Pine Island Sound and the end of the herein described boundary.

Bearings hereinabove mentioned are Plane Coordinates for the Florida West Zone.

(Continued to Sheet No. 3.3.2)

RICK HUGUS

Issuing Officer

PRESIDENT

(Continued from Sheet No. 3.3.1)

## DOCKET NO 910853-SU, ORDER NO. 25242

#### TOWNSHIP 45 SOUTH, RANGE 21 EAST

The following described lands located in a portion of Section 26, Township 45 South, Range 21 East, Lee County, Florida: From the NW corner of said section run S.08'29'50"W., along the west line of said section for a distance of 3,250 feet (more or less) to an intersection with the northeast right-of-way line of a public road being 30 feet wide; thence run S.16'50'00"E., along said northeasterly right-of-way line for a distance of 775 feet (more or less) to an intersection with the southerly right-of-way line of Captiva Drive, SW (formerly Binder Avenue); thence run S.77'10'20"E., along said line for a distance of 122.78 feet (more or less) to the POINT OF BEGINNING.

From said POINT OF BEGINNING continue S.77°10'22"E., along the southerly right-of-way line for a distance of 200 feet (more or less) to a jog in said southerly right-of-way line; thence run S.12°49'40"W., along said jog for a distance of 2.10 feet (more or less) to the southerly line of Captiva Drive, SW (formerly Binder Avenue); thence run S.71°18'20"E., along said line for a distance of 718.03 feet (more or less); thence run S.02°55'20"W. for a distance of 183.30 feet (more or less); thence run S.18°41'20"W., for a distance of 5.00 feet; thence run N.71°18'20"W., for a distance of 951.36 feet (more or less); thence run N.18°41'40"E., for a distance of 3.89 feet (more or less); thence run N.12°49'40"E., for a distance of 160 feet (more or less) to the POINT OF BEGINNING.

Bearings hereinabove mentioned are assumed, based on the west line of said Section 26, Township 45 South, Range 21 East to bear S.08°29'50"W.

(Continued to Sheet No. 3.3.3)

RICK HUGUS

Issuing Officer

PRESIDENT

ORIGINAL SHEET NO. 3.3.3

(Continued from Sheet No. 3.3.2)

## DOCKET NO 930573-SU ORDER NO PSC-93-1487-FOF-SU

#### TOWNSHIP 45 SOUTH, PANGE 21 EAST

SECTION 26

A tract or parcel of land lying in Section 26, Township 45 South, Range 21 East, Captiva Island, Lee County, Florida, which tract or parcel is described as follows: Commencing at the intersection of the Mean High Water Line of the Gulf of Mexico with the south line of Section 26, Township 45 South, Range 21 East; thence run east along said section line for a distance of 1,150.00 feet (more or less) to the easterly right-of-way line of Captiva Drive; thence run north for a distance of 40.00 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING continue north for a distance of 225.00 feet; thence run N.89°58'30"E., departing said easterly right-of-way line for a distance of 50.00 feet; thence run north a distance of 50.00 feet to an intersection with the southerly right-of-way line of Andy Rossi Lane; thence run N.89°58'30"E., along said southerly right-of-way line for a distance of 345 feet (more or less) to an intersection with the Mean High Water Line of Pine Island Sound; thence meandering southwesterly along said Mean High Water Line for a distance of 290 feet (more or less) to an intersection with the line that bears N.89°58'30"E., from said POINT OF BEGINNING; thence run S.89°58'30"W., along said line for a distance of 315 feet (more or less) to the POINT OF BEGINNING.

Bearings hereinabove mentioned are based on the east right-of-way line of Captiva Drive to bear north.

RICK HUGUS Issuing Officer

PRESIDENT

## **TERRITORY AUTHORITY**

## POLK COUNTY

**CERTIFICATE NUMBER - 503-S** 

**COUNTY** - POLK

## COMMISSION ORDER (S) APPROVING TERRITORY SERVED -

Order Number	Date Issued	<u>Docket Number</u>	Filing Type
PSC-96-1568-FOF-WS	12/23/96	960989-WS	Grandfather Certificate (Village Water, Ltd.)
PSC-99-1882-PAA-WS	09/21/99	981697-WS	Transfer of Certificate (AquaSource Utility, Inc.)

(Continued to Sheet No. 3.4.1)

RICK HUGUS

PRESIDENT

Issuing Officer

(Continued from Sheet No. 3.4)

#### **DESCRIPTION OF TERRITORY SERVED**

#### POLK COUNTY

#### DOCKET NO. 960989-WS, ORDER NO. PSC-96-1563-FOF-WS

#### TOWNSHIP 29 SOUTH, RANGE 24 EAST

- SECTION 24 The SW 1/4 of the SE 1/4.
- SECTION 25 The W 3/4 less the N 1/8 of the NW 1/4.
- The S 1/2 of the NE 1/4 less the north 247 feet, and the SE 1/4. SECTION 25
- SECTION 35 The E 1/2.
- All less (a) the SE 1/4 of the SE 1/4 and (b) that part of the SW 1/4 of the SECTION 36 SE 1/4 described as:

Begin at the intersection of the west line of the SW 1/4 of the SE 1/4 of Section 36 with the north right-of-way line of State Road 540, being 19 feet north of the SW corner of the SW 1/4 of the SE 1/4, run thence north a distance of 519 feet, thence turn right an angle of 89° from north to east and run east a distance of 587.38 feet, thence turn left an angle of 45' from east to northeast and run northeast a distance of 331.75 feet, thence turn left an angle of 44°30' from northeast to north and run north a distance of 549 feet (more or less) to the north line of the SW 1/4 of the SE 1/4, thence run east a distance of 509 feet (more or less) to the NE corner of the SW 1/4 of the SE 1/4, thence run south a distance of 1,314 feet (more or less) to the north right-of-way line of State Road South 540, thence westerly along said north right-of-way line a distance of 1,321.84 feet to the POINT OF BEGINNING.

- The N 1/2 of the NE 1/4  $\underline{less}$  the N 1/8 of the E 3/4 of the said NE 1/4; and SECTION 26 also, the north 247 feet of the S 1/2 of the NE 1/4; and also, the SE 1/4 of the N 1/4; and also the E 1/2 of the SW 1/4; and also, the south 2 1/2acres of the SW 1/4 of the SW 1/4.
- The NW 1/4 and the NE 1/4 of the SW 1/4. SECTION 35

RICK HUGUS Issuing Officer

PRESIDENT

## INDEX OF COMMUNITIES SERVED

COUNTY	COMMUNITIES SERVED LISTING
Held for Future Use	4.1
Lake	4.2
Lee	4.3
Polk	4.4

RICK HUGUS

Issuing Officer

PRESIDENT

# AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

## ORIGINAL SHEET NO. 4.1

## **COMMUNITIES SERVED LISTING**

## HELD FOR FUTURE USE

		RATE	
COUNTY	DEVELOPMENT	SCHEDULES	
NAME	NAME	<u>AVAILABLE</u>	SHEET NO.

RICK HUGUS

Issuing Officer

PRESIDENT

## ORIGINAL SHEET NO. 4.2

## **COMMUNITIES SERVED LISTING**

## LAKE COUNTY

COUNTY _NAME_	DEVELOPMENT NAME	RATE SCHEDULES <u>AVAILABLE</u>	SHEET NO.
Lake	Kings Cove	GS, RS, MS	13.1.1, 14.1.1
Lake	Summit Chase Villas	GS, RS, MS	13.1, 14.1, 15.1
Lake	Tavares Ridge	GS, RS, MS	13.1, 14.1, 15.1

RICK HUGUS
Issuing Officer

PRESIDENT

## **COMMUNITIES SERVED LISTING**

## LEE COUNTY

COUNTY	DEVELOPMENT	RATE SCHEDULES	
NAME_	NAME	AVAILABLE	SHEET NO.
Lee	South Seas	GS, RS	13.2, 14.2

RICK HUGUS

Issuing Officer

PRESIDENT

## **COMMUNITIES SERVED LISTING**

## POLK COUNTY

COUNTY NAME	DEVELOPMENT NAME	RATE SCHEDULES <u>AVAILABLE</u>	SHEET NO.	_
Polk	G-M Industrial Park	GS	13.3	
Polk	Mustang Village Industrial Par	k GS	13.3	
Polk	Ruthven Industrial Site	GS	13.3	
Polk	Saddle Creek Village Subdivisi	on GS	13.3	
Polk	Sandy Ridge Industrial Park	GS	13.3	

RICK HUGUS Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

## **TECHNICAL TERMS AND ABBREVIATIONS**

- 1.0 <u>"BFC"</u> The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 <u>"CERTIFICATE"</u> A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" The shortened name for the Florida Public Service Commission.
- 4.0 <u>"COMMUNITIES SERVED"</u> The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" The shortened name for the full name of the utility which is AQUASOURCE UTILITY, INC., d/b/a AQUA UTILITIES FLORIDA, INC.
- 6.0 <u>"CUSTOMER"</u> 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 the wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering wastewater service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 <u>"MAIN"</u> A pipe, conduit, or other facility used to convey wastewater service to individual service lines or through other mains.
- 9.0 <u>"RATE"</u> Amount which the Company may charge for wastewater service which is applied to the Customer's actual consumption.
- 10.0 <u>"RATE SCHEDULE"</u> The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 <u>"SERVICE"</u> As mentioned in this tariff and in agreement with Customers, "Service" 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.

(Continued to Sheet No. 5.1)

RICK HUGUS
Issuing Officer
<b>6</b>
PRESIDENT
Title
PRESIDENT Title

## AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

ORIGINAL SHEET NO. 5.1

(Continued from Sheet No. 5.0)

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

RICK HUGUS Issuing Officer

## INDEX OF RULES AND REGULATIONS

	Sheet <u>Number</u> :	Rule <u>Number</u> :
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Biling	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions	7.0	6.0
Filing of Contracts	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements	10.0	24.0
Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0

(Continued to Sheet No. 6.1)

RICK HUGUS
Issuing Officer
J
PRESIDENT
Title

## ORIGINAL SHEET NO. 6.1

# AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet <u>Number</u> :	Rule <u>Number</u> :
Policy Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

RICK HUGUS Issuing Officer

PRESIDENT \_\_\_\_

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

#### **RULES AND REGULATIONS**

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

(Continued on Sheet No. 8.0)

RICK HUGUS
Issuing Officer
•
PRESIDENT
Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 9.0 <u>CONTINUITY OF SERVICE</u> In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.
  - If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.
- 10.0 <u>LIMITATION OF USE</u> Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such wastewater 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 wastewater service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering).
- 11.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.
- 12.0 <u>PROTECTION OF COMPANY'S PROPERTY</u> The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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

(Continued on Sheet No. 9.0)

RICK HUGUS
Issuing Officer
PRESIDENT
Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

13.0 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> - All Customer's wastewater service installations or charges shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding 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.

- 14.0 <u>ACCESS TO PREMISES</u> In accordance with Rule 25-30, 320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access all all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 <u>RIGHT-OF-WAY OR EASEMENTS</u> 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.
- 16.0 <u>CUSTOMER BILLING</u> Bills for wastewater service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

RICK HUGUS Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any 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.
- 19.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WASTEWATER</u> Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.230, Florida Administrative Code.
- 20.0 <u>METERS</u> All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 <u>ALL WATER THROUGH METER</u> That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 <u>ADJUSTMENT OF BILLS</u> When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 <u>FILING OF CONTRACTS</u> 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.

RICK HUGUS	
Issuing Officer	
_	
PRESIDENT	
Title	-

# AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

ORIGINAL SHEET NO. 11.0

HELD FOR FUTURE USE

RICK HUGUS

Issuing Officer

PRESIDENT

## **INDEX OF RATES AND CHARGES SCHEDULES**

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RICK HUGUS
Issuing Officer

PRESIDENT	
Title	

## ORIGINAL SHEET NO. 13.0

## GENERAL SERVICE - - HELD FOR FUTURE USE

## RATE SCHEDULE GS

AVAILABILITY	-	Available throughout the area served by the Company in		
APPLICABILITY	-	For wastewater service to all Customers for which no other schedule applies.		
<u>LIMITATIONS</u>	-	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.		
BILLING PERIOD	-			
<u>RATE</u>	-	METER SIZE	BASE FACILITY CHARGE	
		Gallonage Charge Per Gallons	\$	
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	-			
TYPE OF FILING	-	Name Change		

RICK HUGUS Issuing Officer

PRESIDENT Title

## **GENERAL SERVICE - - LAKE COUNTY**

## RATE SCHEDULE GS

AVAILABILITY - Available throughout the Summit Chase Villas and Tavares Ridge

Subdivision, in Lake County, only.

APPLICABILITY - For wastewater service to all Customers for which no other schedule

applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules

and Regulations of the Commission.

BILLING PERIOD - Quarterly

RATE - METER SIZE BASE FACILITY CHARGE

5/8" x 3/4"	\$ 27.30
1"	\$ 68.29
1 1/2"	\$ 136.59
2"	\$ 210.66

GALLONAGE CHARGE - Per 1,000 gallons \$ 2.60

MINIMUM CHARGE - Applicable 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 -

<u>TYPE OF FILING</u> - Name Change

RICK HUGUS

Issuing Officer

PRESIDENT

## GENERAL SERVICE - - LAKE COUNTY

## RATE SCHEDULE GS

Available throughout the King's Cove Subdivision, in Lake County, only. <u>AVAILABILITY</u>

For wastewater service to all Customers for which no other schedule APPLICABILITY

applies.

Subject to all of the Rules and Regulations of this Tariff and General Rules **LIMITATIONS** 

and Regulations of the Commission.

Monthly BILLING PERIOD

<u>RATE</u> -	METER SIZE	<b>BASE FACILITY CHARGE</b>
	5/8" x 3/4"	\$ 8.97
	Full 3/4"	\$ 13.44
	1"	\$ 22.41
	1 ½"	\$ 44.84
	2"	\$ 71.72
	3"	\$ 143.49
	4"	\$ 224.14
	6"	\$ 448.32
GALLONAGE CHARGE -	Per 1,000 gallons	\$ 3.15

Applicable 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** 

Name Change TYPE OF FILING

> RICK HUGUS Issuing Officer

PRESIDENT Title

## **GENERAL SERVICE - - LEE COUNTY**

## **RATE SCHEDULE GS**

AVAILABILITY Available throughout the area served by the Company.

For wastewater service to all Customers for which no other schedule APPLICABILITY

applies.

Subject to all of the Rules and Regulations of this Tariff and General Rules **LIMITATIONS** 

and Regulations of the Commission.

BILLING PERIOD Monthly

RATE	- <u>METER SIZE</u>	BASE FACILITY CHARGE
	5/8" x 3/4"	\$ 28.00
	1"	\$ 70.01
	1 ½"	\$ 140.02
	2"	\$ 224.02
	ત્ર"	\$ 400.10

\$ 490.10 4" \$ 840.16 6" \$ 1,750.93

Per 1,000 gallons GALLONAGE CHARGE -\$ 4.61

Applicable 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

TYPE OF FILING Name Change

> RICK HUGUS Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

## GENERAL SERVICE - - POLK COUNTY

## RATE SCHEDULE GS

Available throughout the area served by the Company. AVAILABILITY

For wastewater service to all Customers for which no other schedule APPLICABILITY

applies.

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

and Regulations of the Commission.

Monthly BILLING PERIOD

<u>RATE</u>	-	METER SIZE	BASE FACILITY CHARGE

3/4"	\$ 41.88
1"	\$ 104.69
1 1/2"	\$ 209.37
2"	\$ 334.99
3"	\$ 669.99
4"	\$ 1,046.85
8"	\$ 3,349.94

3.81 Per 1,000 gallons GALLONAGE CHARGE -

Applicable Base Facility Charge MINIMUM CHARGE -

Bills are due and payable when rendered and become delinquent if not paid TERMS OF PAYMENT -

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

Name Change TYPE OF FILING

> RICK HUGUS Issuing Officer

PRESIDENT

## RESIDENTIAL SERVICE - - HELD FOR FUTURE USE

## RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company in

APPLICABILITY - For wastewater service for all purposes in private residences and

individually metered apartment units.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules

and Regulations of the Commission.

BILLING PERIOD -

<u>RATE</u> - Base Facility Charge

\$

GALLONAGE CHARGE - Per gallons

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 -

TYPE OF FILING - Name Change

RICK HUGUS Issuing Officer

PRESIDENT

## RESIDENTIAL SERVICE - - LAKE COUNTY

#### RATE SCHEDULE RS

AVAILABILITY - Available throughout the Summit Chase Villas and Tavares Ridge

Subdivision, in Lake County, only.

APPLICABILITY - For wastewater service for all purposes in private residences and

individually metered apartment units.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules

and Regulations of the Commission.

BILLING PERIOD - Quarterly

RATE -

Meter Size Base Facility Charge

All Meter Sizes \$ 27.30

GALLONAGE CHARGE - Per 1,000 gallons \$ 2.60

(10,000 Gallon Maximum)

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS Issuing Officer

PRESIDENT

## **RESIDENTIAL SERVICE - - LAKE COUNTY**

## **RATE SCHEDULE RS**

AVAILABILITY - Available throughout the King's Cove Subdivision, in Lake County, only.

<u>APPLICABILITY</u> - For wastewater service for all purposes in private residences and

individually metered apartment units.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules

and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -	METER SIZE	BASE FAC	BASE FACILITY CHARGE	
	5/8" x 3/4"	\$	8.97	
	Full 3/4"	\$	13.44	
	1"	\$	22.41	
	1 ½"	\$	44.84	
	2"	\$	71.72	
	3"	\$	143.49	
	4"	\$	224.14	
	6"	\$	448.32	
GALLONAGE CHARGE -	Per 1,000 gallons		\$ 3.15	

(10,000 Gallon Maximum)

MINIMUM CHARGE - Applicable 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.

<u>EFFECTIVE DATE</u> -

<u>TYPE OF FILING</u> - Name Change

RICK HUGUS

Issuing Officer

PRESIDENT Title

## RESIDENTIAL SERVICE - - LEE COUNTY

## RATE SCHEDULE RS

Available throughout the area served by the Company. AVAILABILITY

For wastewater service for all purposes in private residences and APPLICABILITY

individually metered apartment units.

Subject to all of the Rules and Regulations of this Tariff and General Rules **LIMITATIONS** 

and Regulations of the Commission.

BILLING PERIOD Monthly

BASE FACILITY CHARGE RATE METER SIZE

> All Meter Sizes 28.00

GALLONAGE CHARGE -Per 1,000 gallons \$ 3.85

(10,000 Gallon Maximum)

Applicable Base Facility Charge MINIMUM CHARGE -

Bills are due and payable when rendered and become delinquent if not paid TERMS OF PAYMENT -

> 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 Name Change

> RICK HUGUS Issuing Officer

PRESIDENT

#### RESIDENTIAL SERVICE - - POLK COUNTY

#### RATE SCHEDULE RS

AVAILABILITY -
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<u>APPLICABILITY</u>

**LIMITATIONS** 

BILLING PERIOD Monthly

No Residential Wastewater Service is available in Polk County at this **RATE** 

time.

MINIMUM CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE

TYPE OF FILING Name Change

> RICK HUGUS Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

## MULTI-RESIDENTIAL SERVICE - - HELD FOR FUTURE USE

		<u>RATE SCHEDULE M</u>	<u>'S</u>
AVAILABILITY	-	Available throughout the area served by the Company in	
APPLICABILITY	-	For wastewater service for 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	-	METER SIZE	BASE FACILITY CHARGE
		Gallonage Charge Per Gallons	\$
MINIMUM CHARGE	-		
TERMS OF PAYMENT	-	within twenty (20) days. Aft	rendered and become delinquent if not paid ter five (5) working days written notice is te and apart from any other bill, service may
EFFECTIVE DATE	-		
TYPE OF FILING	-	Name Change	

RICK HUGUS
Issuing Officer
PRESIDENT
Title

#### MULTI-RESIDENTIAL SERVICE - - LAKE COUNTY

#### RATE SCHEDULE MS

AVAILABILITY	-	Available throughout the area served by the Company in Lake County.	
VAVITABILITI	-	Available illioughout the area served by the Company in Lake County.	

APPLICABILITY - For wastewater service for all purposes in private residences and

individually metered apartment units.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules

and Regulations of the Commission.

BILLING PERIOD - Quarterly

<u>RATE</u> - <u>METER SIZE</u> BASE FACILITY CHARGE

5/8" x 3/4"	\$ 27.30
1"	\$ 68.29
1 1/2"	\$ 136.59
2"	\$ 210.66

GALLONAGE CHARGE - Per 1,000 gallons \$ 2.60

MINIMUM CHARGE - Applicable 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 -

<u>TYPE OF FILING</u> - Name Change

RICK HUGUS

Issuing Officer

PRESIDENT

#### REUSE SERVICE - - HELD FOR FUTURE USE

#### RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company in

<u>APPLICABILITY</u> - For Reuse Service Customers.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules

and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - Base Facility Charge N/A

Gallonage Charge

Per Gallons \$

MINIMUM BILL - N/A

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 - Name Change

RICK HUGUS

Issuing Officer

PRESIDENT

#### ORIGINAL SHEET NO. 16.1

#### REUSE SERVICE - - LEE COUNTY

AVAILABILITY - Available to the South Seas Resort Golf Course served by the Company in

Lee County.

<u>APPLICABILITY</u> - For golf course irrigation using treated wastewater.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules

and Regulations of the Commission.

BILLING PERIOD - Monthly

<u>RATE</u> - \$ 2,947.86

MINIMUM CHARGE - \$ 2,947.86

<u>TERMS OF PAYMENT</u> - 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 - Name Change

RICK HUGUS Issuing Officer

PRESIDENT Title AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

#### CUSTOMER DEPOSITS - - HELD FOR FUTURE USE

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

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

	<u>Residential</u>	General Service
5/8" x 3/4"	<u>\$</u> \$	<u>\$</u> \$
1 ½"	\$	\$
2"	\$	\$
3"	\$	\$
4"	\$	\$
6"	\$	\$
8"	<u>\$</u>	<u>\$</u>
10"	\$	\$

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

INTEREST ON DE	EPOSIT - The Company shall pay interest on C	Customer deposits pursuant to Rules 25-
30.311(4) and (4	a). The Company will pay or credit accrued i	interest to the Customer's account during
the month of	each year.	

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

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

TYPE OF FILING - Name Change

RICK HUGUS
Issuing Officer
PRESIDENT
Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - LAKE COUNTY

#### **CUSTOMER DEPOSITS - - LAKE COUNTY**

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

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following:

King's Cove system \$45.00

Summit Chase system \$40.00

<u>ADDITIONAL DEPOSIT</u> - 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.

<u>INTEREST ON DEPOSIT</u> - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's account during the month of <u>January</u> each year.

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

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

EFFECTIVE DATE	-
TYPE OF FILING	- Name Change

NCK HUGUS	
ssuing Officer	
PRESIDENT	
Title	

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - LEE COUNTY

#### **CUSTOMER DEPOSITS - - LEE COUNTY**

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

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following:

	<u>Residential</u>	General Service
5/8" x 3/4"	2 x the monthly minimum charge	2 x the monthly minimum charge
1"	44	"
1 1/2"	"	"
2"	44	"
4"		>>
8"	"	"

<u>ADDITIONAL DEPOSIT</u> - 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.

<u>INTEREST ON DEPOSIT</u> - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's account during the month of \_\_\_\_\_\_ each year.

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

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

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - POLK COUNTY

#### CUSTOMER DEPOSITS - - POLK COUNTY

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

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

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

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

<b>INTEREST ON DEPO</b>	<u>SIT</u> - The Company shall pay interest on Customer deposits pursuant to Rul	es 25-
30.311(4) and (4a).	The Company will pay or credit accrued interest to the Customer's account	during
the month of	each year.	

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

Administrative Code.	
Nothing in this rule shall prohibit the Company from refunding a Customer's depos	sit in less than 23 mo
EFFECTIVE DATE	
TYPE OF FILING - Name Change	
	RICK HUGUS Issuing Officer
	PRESIDENT Title

#### AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

ORIGINAL SHEET NO. 18.0

#### MISCELLANEOUS SERVICE CHARGES

HELD FOR FUTURE USE

RICK HUGUS Issuing Officer

PRESIDENT Title

#### MISCELLANEOUS SERVICE CHARGES - - LAKE COUNTY

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

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

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

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

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

SCHEDULE OF MISCELLANEOUS SERVICE CHARGES	
Initial Connection Fee	\$15.00
Normal Reconnection Fee	\$15.00
Violation Reconnection Fee	Actual Cost [1]
Premises Visit Fee (in lieu of disconnection)	\$10.00
[1] Actual Cost is equal to the total cost incurred for services rendered.	
EFFECTIVE DATE -	
TYPE OF FILING - Name Change	
	RICK HUGUS Issuing Officer
	PRESIDENT

Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - LEE COUNTY

#### MISCELLANEOUS SERVICE CHARGES - - LEE COUNTY

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

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

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

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

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

	SCHEDULE OF MISCELLANEOUS SERVICE	CHARGES
Initial Conne	ction Fee	\$15.00
Normal Reco	onnection Fee	\$15.00
Violation Rec	connection Fee	Actual Cost [1]
Premises Visi	t Fee (in lieu of disconnection)	\$10.00
[1] Actual Cost is eq	ual to the total cost incurred for services rendere	ed.
EFFECTIVE DATE	-	
TYPE OF FILING	- Name Change	
		<u>RICK HUGUS</u> Issuing Officer
		PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - POLK COUNTY

#### MISCELLANEOUS SERVICE CHARGES - - POLK COUNTY

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

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

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

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

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

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

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

<u>METER TAMPERING CHARGE</u> - This charge may be levied when service has been terminated due to delinquency and the Customer removes the lock placed on the meter. Charge includes lock destruction.

<u>LATE CHARGE</u> - This charge may be levied when a Customer fails to pay his bill by the due date.

<u>RETURNED CHECK CHARGE</u> - This charge may be levied when a Customer pays by worthless check and the check is returned to the Company unpaid by the Customer's bank.

(Continued on Sheet No. 18.3.1)

RICK HUGUS
Issuing Officer
PRESIDENT
Title

#### AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - <u>POLK COUNTY</u>

(Continued from Sheet No. 18.3)

#### SCHEDULE OF MISCELLANEOUS SERVICE CHARGES

Initial Connection Fee	\$	15.00
Normal Reconnection Fee	\$	15.00
Reconnect Fee (same day service on overtime)	\$	25.00
Violation Reconnection Fee	\$	25.00
Premises Visit Fee (in lieu of disconnection)	\$	15.00
Temporary Absence Disconnection	\$	15.00
Meter Tampering Charge	\$1	00.00
Late Charge	\$	3.00
Returned Check Charge	\$	*

As per Florida Statute 832.07

EFFECTIVE DATE	-
TYPE OF FILING	- Name Change

RICK HUGUS	
Issuing Officer	
_	
PRESIDENT	
Title	

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

#### SERVICE AVAILABILITY FEES AND CHARGES - - HELD FOR FUTURE USE

DESCRIPTION	<u>AMOUNT</u>	SHEET NO (S).
Inspection Fee	\$	
<u>Plan Review Charge</u>	\$	
Plant Capacity Charge (per ERC)		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
3"	\$	
4"	\$	
6"	\$	
8"	\$	
10"	\$	

**EFFECTIVE DATE** -

TYPE OF FILING -

RICK HUGUS Issuing Officer

PRESIDENT

#### AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

ORIGINAL SHEET NO. 19.0.1

HELD FOR FUTURE USE

RICK HUGUS Issuing Officer

PRESIDENT Title

# AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

ORIGINAL SHEET NO. 19.0.2

HELD FOR FUTURE USE

RICK HUGUS

Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - <u>LAKE COUNTY</u>

# <u>SERVICE AVAILABILITY FEES AND CHARGES</u> - - <u>LAKE COUNTY</u> \*Applicable to the <u>King's Cove Subdivision</u>, in Lake County, only\*

(Refer to Service Availability Policy)

DESCRIPTION	AMOUNT	SHEET NO./RULE NO.
Customer Connection (Tap-in Charge  5/8" x 3/4"  1"  1 ½"  2"  Over 2"	\$ N/A \$ N/A \$ N/A \$ N/A Actual Cost [1]	
Guaranteed Revenue Charge With Prepayment of Service Availability Charges Residential per ERC/month ( GPD) All others per gallon/month Without Prepayment of Service Availability Charge Residential per ERC/month ( GPD) All others per gallon/month	\$ N/A \$ N/A \$ N/A \$ N/A	
Inspection Fee	Actual Cost [1]	
Main Extension Charge Residential per ERC (240 GPD) All others per gallon/month or Residential per lot ( foot frontage) All others per foot frontage General Service	\$1,000.00 \$ 4.17 \$ \$ \$	
<u>Plan Review Charge</u>	Actual Cost [1]	
Plant Capacity Charge Residential per ERC (240 GPD) All others per gallon	\$ 300.00 \$ 1.25	
System Capacity Charge  Residential per ERC ( GPD)  All others per gallon	\$ N/A \$ N/A	
[1] Actual Cost is equal to the total cost incurred for	or services rendered.	
EFFECTIVE DATE -		
TYPE OF FILING - Name Change		
		RICK HUGUS Issuing Officer
		PRESIDENT
		Title

#### ORIGINAL SHEET NO. 19.2

## SERVICE AVAILABILITY FEES AND CHARGES - - LEE COUNTY

DESCRIPTION

AMOUNT

Service Availability Charge

Residential, per ERC

General Service, per ERC

\$1,500.00

\$1,500.00

<u>TYPE OF FILING</u> - Name Change

RICK HUGUS
Issuing Officer
PRESIDENT
Title

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF - POLK COUNTY

**EFFECTIVE DATE** -

TYPE OF FILING - Name Change

#### SERVICE AVAILABILITY FEES AND CHARGES - - POLK COUNTY

(Refer to Service Availability Policy) SHEET NO./RULE NO. **AMOUNT** DESCRIPTION Back Flow Preventor Installation Fee Actual Cost [1] 5/8" x 3/4" Actual Cost [1] 1" Actual Cost [1] 1 ½" 2" Actual Cost [1] Actual Cost [1] Over 2" Customer Connection (Tap-in Charge 5/8" x 3/4" - Residential Service \$ 600.00 \$ 900.00 5/8" x 3/4" - General Service \$ 2,600.00 1" \$6,000.00 1 1/2" \$10,900.00 2" \$48,000.00 4" Guaranteed Revenue Charge With Prepayment of Service Availability Charges \$ N/A Residential per ERC/month ( GPD) All others per gallon/month \$ N/A Without Prepayment of Service Availability Charge \$ N/A Residential per ERC/month ( GPD) \$ N/A All others per gallon/month Actual Cost [1] Inspection Fee Main Extension Charge Actual Cost [1] Residential per ERC (\_\_\_\_ GPD) All others per gallon/month Actual Cost [1] Residential per lot (\_\_\_\_ foot frontage) Actual Cost [1] All others per foot frontage Actual Cost [1] Meter Installation Fee Actual Cost [1] 5/8" x 3/4" - Residential Service Actual Cost [1] 1" Actual Cost [1] 1 1/2" Actual Cost [1] 2" Actual Cost [1] Over 2" Actual Cost [1] Plan Review Charge Plant Capacity Charge Residential per ERC (\_\_\_ GPD) \$ N/A \$ N/A All others per gallon System Capacity Charge \$ N/A Residential per ERC ( GPD) \$ N/A All others per gallon Actual Cost is equal to the total cost incurred for services rendered [1]

RICK HUGUS
Issuing Officer
PRESIDENT

#### AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

ORIGINAL SHEET NO. 20.0

HELD FOR FUTURE USE

RICK HUGUS Issuing Officer

PRESIDENT Title

#### AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

ORIGINAL SHEET NO. 21.0

#### **INDEX OF STANDARD FORMS**

<u>Description</u>	Sheet No.
APPLICATION FOR WASTEWATER SERVICE	23.0
COPY OF CUSTOMER'S BILL	24.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	22.0
HELD FOR FUTURE USE	25.0

RICK HUGUS

Issuing Officer

PRESIDENT

## CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CONSUMER'S GUARANTE	E DEPOSIT AND/O	OR SERVICE CHA	RGE RECEIPT	1057
Water Deposit \$	Sewer Deposit S _		APPING FEE ot Refundable \$_	
Received from		D:	ate	19
Street and Town				
Muiling Address				
Lot No.	Block No.		Subdivision	
WATER PLANT CAPACITY NON REFLINDABLE S	FORE HYDRANT FEE		SEPER PLANT CARACITY NON REFUNDABLE S	
TATER ALLOWANCE FOR FUNDS PRUDENTLY INVESTED NON REFUND  As a Deposit Deposit To quarantee the comment of any year an indeptedness for any or or occurrent use to the Common the same consumer. Consumer such as the consumer is the consumer of the consumer and any other in consumer is the consumer.	אור (ברייסי מושטים בבן מסבר באירונה חייבי) אורה אורה אורה אורה אורה אורה אורה אורה		D NON REFUNDABLE S  THE CUSTOMER AGYEST THAT THE TUNN BRUMER  THE TUSTOMER AGYEST THE THE TUNN BRUMER  THE	Dollars  Dollars  order agents of the Company for the purcose of installing
Toleran in Justicage 31 park independences of the consumer Lombourn may vise such decosin as 4 the Company were the pilot of pervice obvered by this people, and the presentation of Company agreed to refund to the consumer the people less a the properties of the Company from discompanying of people experiess of the curful energy stated people is done to	Solute owner therest Upon discommission This recent the proper denomication the thy amounts then due the Cambany  Thompson the should covered by this	The customer "urther spress Jisl Modern to passe of successions and if not so passe to account on the spress Jisl Modern to the spress Jisl Modern t	nnanon is de Lunicarii s agreemen r Tescass Inis for ester sever urbror das daun	e with the Dansumer and it ges will be baid within them?
The Company Tereory (Candowingos) the rection of the opone shower and actions came as industrial companies of connecting to the mains of the Mater anglor Server System to the herein named pavee of the opone stated occation.		Es humber unicersidod and agreed that the saw of valer and or jas to the consumer occurs at the me or and the Company has no responsibility reviewe to service after laid valer and or jas eaches the consumer's lide of there.		
37 Te signing of this agreement the customer recognities at reculations, at the Cumbarry and are emergence thereto amendments thereto available or inspection at the union office.	TOTAL SHOOMS IN BUT THE THE COURS INC.	Aqua Ut	ilities Florida, Inc.	
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RICK HUGUS
Issuing Officer

PRESIDENT
Title

Title

#### AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

#### APPLICATION FOR WATER AND/OR SEWER SERVICE

AQUA UTILITIES FLORIDA, INC. 6960 Professional Parkway East, Suite 400 Sarasota, FL 34240 (941) 907-7400 (800) 250-7532

Please read and complete the form below. Indicate exactly how you would like the name on the account.

A security deposit is required to establish an account with the utility company. The deposit will be charged on your first bill along with an account set up fee. This deposit shall not preclude the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to the Company, regardless of the sufficiency of the deposit to cover such indebtedness for service. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after 25 months of a satisfactory payment record. The utility company reserves the right to require a new deposit or increase a deposit amount due to an unsatisfactory payment record.

This application must be completed, signed and returned within 14 days of beginning service or service is subject to disconnection.

PLEASE PRINT		
Customer Name:		
Spouse Name:		
Service Address:	·	
Mailing Address (if different):		
City	State	Zip
Previous Address:		
Social Security No.:	Drivers License N	No.:
Local Home Phone No.:	Other Home Pho	ne No :
Business Phone No.:	Alternate Phone	No.:
How many persons will be living in your	household? Date S	Service is to begin:
	t manner. I (we) have been infor	ua Utilities Florida, Inc. 1 (we) agree to pay med of and agree to pay all connection fees
Signature:	Date.	
Owner ( ) Tenant ( ) Agent ( ) Pro		Phone:
For Office Use Only		
Residential ( ) General Service (	) Deposit and set up fee	charged ( ) Date
Company	Account Number	CSR Initials
		RICK HUGUS  Issuing Officer
		PRESIDENT

#### COPY OF CUSTOMER'S BILL

AQUA UTILITIES FLORIDA, INC. 6960 Professional Parkway, East, Suite 400 Sarasota, FL 34240

FIRST CLASS MAIL US POSTAGE PAIG

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COUNT TO SE PAGE

MAIL THIS STUB WITH YOUR PAYMENT

RICK HUGUS

Issuing Officer

PRESIDENT

## HELD FOR FUTURE USE

RICK HUGUS Issuing Officer

PRESIDENT Title

#### **INDEX OF SERVICE AVAILABILITY**

DESCRIPTION	SHEET NO.		
Schedule of Fees and Charges			
Held for Future Use	Go to Sheet No. 19.0		
Lake County - King's Cove	Go to Sheet No. 19.1.3		
Lake County - Summit Chase Villas	Go to Sheet No. 19.1		
Lake County - Tavares Ridge	Go to Sheet No. 19.1		
Lee County	Go to Sheet No. 19.2		
•	Go to Sheet No. 19.3		
Service Availability Policy	27.0		
Table of Daily Flows	28.0		

RICK HUGUS Issuing Officer

PRESIDENT

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

#### SERVICE AVAILABILITY POLICY

The Company will make extensions and expansions of its facilities for service consistent with the provisions of this Tariff.

RICK HUGUS Issuing Officer

PRESIDENT

ESTIMATED DAILY FLOWS

AQUASOURCE UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. WASTEWATER TARIFF

[1] gpd = gallons per day

[2] gpcd = gallons per capita per day

#### HELD FOR FUTURE USE

#### TABLE OF DAILY FLOWS

#### TYPES OF BUILDING USAGES OF WATER **Apartments** gpd [1] Bars and Cocktail Lounges [2] gpcd Boarding Schools (Students and Staff) gpcd Bowling Alleys, toilet wastes only gpd/lane County Clubs gpcd/member Day Schools (Students and Staff) gpcd Drive In Theaters gpd/car space Factories, with showers gpcd gpd/square feet Factories, no showers Hospitals, with laundry gpd/bed Hospitals, no laundry gpd/bed Hotels and Motels gpd/room and unit gpd/washing machine Laundromat gpd/trailer Mobile Home Parks Movie Theaters, Auditoriums, Churches gpd/seat gpd/square feet Nursing Homes gpd/square feet Office Buildings Public Institutions (other than those listed herein) gpcd Restaurants gpcd/seat Single Family Residential Water: 5/8" x 3/4" meter gpd 1" meter gpd 1 ½" meter gpd gpd Wastewater Townhouse Residence gpd Stadiums, Frontons, Ball Parks, etc. gpd/seat Stores, without kitchen wastes gpd/square feet Speculative Buildings gpd/square feet Warehouses gpd plus gpd/square feet

RICK HUGUS

Issuing Officer

PRESIDENT

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

#### WATER TARIFF

#### LOCAL OFFICE

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC. NAME OF COMPANY

6960 PROFESSIONAL PARKWAY EAST, SUITE 400

SARASOTA, FL 34240 ADDRESS OF COMPANY

PHONE: (941) 907-7400 - EMERGENCY: (800) 250-7532 (Business & Emergency Telephone Numbers)

#### CORPORATE OFFICE

762 WEST LANCASTER AVENUE

BRYN MAWR, PA 19010

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RICK HUGUS
ISSUING OFFICER

#### TABLE OF CONTENTS

	Sheet No.
Territories Served Index	3.0
Description of Territory Served	3.2, 3.4, 3.5, 3.7, 3.9
Index of	
Rates and Charges Schedules	8.0
Rules and Regulations	6.0 - 6.1
Service Availability Policy	19.0
Standard Forms	15.0
Technical Terms and Abbreviations	5.0 - 5.1

RICK HUGUS ISSUING OFFICER

CRYSTAL RIVER UTILITIES, INC. ORIGINAL SHEET NO. 3.0 d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

#### TERRITORY SERVED INDEX

COUNTY	SHEET NO.
SUMTER	3.1
LAKE	3.3
POLK	3.6
PALM BEACH	3.8

RICK HUGUS ISSUING OFFICER

#### TERRITORY SERVED

CERTIFICATE NUMBER - 507-W

COUNTY - SUMTER

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number Date Issued Docket Number Filing Type

PSC-97-0312-FOF-WS 3/24/97 960643-WS Transfer

(Continued to Sheet No. 3.2.A)

RICK HUGUS
ISSUING OFFICER

# DESCRIPTION OF TERRITORY FORMERLY SUMTER WATER COMPANY, INC.

That portion of Section 12, Township 22 South, Range 21 East known as "The Woods" subdivision in Sumter County, Florida.

Township 22 South, Range 21 East, Section 12

The SW 1/4 of SE 1/4 of NE 1/4, the 660 South feet of the SW 1/4 of NE 1/4, LESS the West 480 feet thereof, the North 736 feet of NW 1/4 of SE 1/4, LESS the West 489 feet thereof.

The Following described lands located in portions of Sections 7 and 12, Township 22 South, Range 21 East, Sumter County, Florida.

The SW 1/4 of the SE 1/4 of the NW 1/4 lying West of US Highway No. 301; and the SE 1/4 of the SW 1/4 of the NW 1/4 and SW 1/4 of the SW 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of the SW 1/4 and the NE 1/4 of the NW 1/4 of the SW 1/4 and NW 1/4 of the NE 1/4 of the SW 1/4 lying West of US Highway No. 301; thereof, all being in Section 7, Township 22 South, Range 22 East, also the SE 1/4 of the SE 1/4 of the NE 1/4 of the NE 1/4 of the SE 1/4; thereof, all being in Section 12, Township 22 South, Range 21 East, Sumter County, Florida.

EFFECTIVE DATE:

TYPE OF FILING:

RICK HUGUS
ISSUING OFFICER

#### TERRITORY SERVED

CERTIFICATE NUMBER - 123-W

COUNTY - LAKE

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type
PSC-96-1409-FOF-WU	11/20/96	960716-WU	Transfer
PSC-97-0375-FOF-WU	4/7/97	960793-WU	Transfer

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

# DESCRIPTION OF TERRITORY SERVED FORMERLY HAINES CREEK MOBILE HOMESITES WATERWORKS, INC.

The following described lands located in portions of Sections 11 and 12, Township 19 South, Range 25 East, Lake County, Florida:

In Section 11: Commence at the Northeast corner of said Section 11, for a Point of Beginning; thence South 89° 55′ 30″ West along the North line of the Northeast 1/4 of said Section, 142.86 feet to a point on the West right-of-way line of County Road No. 473, said point being 40 feet from the centerline of said county road; thence South 00° 07′ 47″ West along said West right-of-way line, 720.08 feet to the point of beginning; thence continue South 00° 07′ 47″ West along said West right-of-way line, 612.00 feet; thence departing said West right-of-way-line and run North 89° 56′ 23″ West; 660.00 feet; thence North 00° 07′ 50″ East, 183.67 feet; thence North 36° 22′ 38″ East, 501.98 feet; thence North 86° 18′ 09″ East, 364.00 feet to the point of beginning, containing 7.63 acres, more or less.

In Section 12: Commence at the Northwest corner of said Section 12 for a Point of Beginning; thence run East along said section line 825 feet to the East Boundary of Learn's Road; thence South 500 feet; thence West 200 feet; thence South 1390 feet to the North right-of-way line of Haines Creek Road; thence West along said right-of-way line 630 feet to the West section line of said Section 12; thence North along said section line 1870 feet to the Point of Beginning.

EFFECTIVE DATE:

TYPE OF FILING:

RICK HUGUS
ISSUING OFFICER

# DESCRIPTION OF TERRITORY SERVED FORMERLY RAVENSWOOD WATER SYSTEM

Township 20 South, Range 24 East, Lake County, Florida.

Section 2: Commence at the Southwest corner of said Section 2; thence run North 792 feet along the west section line of said Section 2 for a Point of Beginning; thence run North along the west section line of said Section 2 739.69 feet; thence South 89 degrees 37 minutes 00 seconds East 313.77 feet; thence South 25 degrees 27 minutes 20 seconds East 820.89 feet; thence North 89 degrees 41 minutes 30 seconds West 666.60 feet to Point of Beginning.

Section 3: Commence at the southeast corner of said Section 3; thence run North 792 feet along the east section line of said Section 3 for a Point of Beginning; thence run North 89 degrees 45 minutes 00 seconds West 1043.23 feet; thence North 739.69 feet; thence South 89 degrees 45 minutes 00 seconds East 1043.23 feet; thence south 739.69 feet to Point of Beginning.

EFFECTIVE DATE:

TYPE OF FILING:

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

#### TERRITORY SERVED

CERTIFICATE NUMBER - 594-W

COUNTY - POLK

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number Date Issued Docket Number Filing Type
PSC-98-0371-FOF-W S 3/6/98 961014-WS Grandfather

RICK HUGUS ISSUING OFFICER

WATER TARIFF

# DESCRIPTION OF TERRITORY SERVED FORMERLY ROSALIE OAKS UTILITIES CORPORATION

Commence at the Northeast corner of Section 29, Township 29 South, Range 29 East, Polk County, Florida, and run South along the East boundary of Section 29, 1566.41 feet; thence North 79° 24' 10" West, 908.44 feet to the centerline of Camp Mack Road; thence along said centerline, South 50° 09' 10" West, 123.40 feet to the beginning of a curve to the left having a central angle of 08° 47' 20" and a radius of 2752.18 feet; thence along said curve, for an arc length of 422.17 feet to the end of said curve; thence South 41° 21' 50" West, 143.88 feet; thence South 35° 24' 10" East, 51.36 feet to the POINT OF BEGINNING for this description; from said POINT OF BEGINNING, continue thence South 35° 24' 10" East, 134.10 feet to the beginning of a curve to the left having a central angle of 90° 00' 00" and a radius of 20 feet; thence along said curve for an arc length of 31.42 feet to the end of said curve; thence North 54° 35' 50" East, 100.00 feet: thence South 35° 24' 10" East, 175.00 feet; thence North 54° 35' 50" East, 200.00 feet; thence North 35° 24' 10" West, 115.00 feet; thence North 54° 35' 50" East, 320.95 feet to the beginning of a curve to the right having a central angle of 46° 00' 00" and a radius of 205.58 feet; thence along said curve, for an arc length of 165.05 feet, to the end of said curve; thence South 79° 24' 10" East, 110.01 feet to the beginning of a curve to the right having a central angle of 134° 00' 00" and a radius of 51.98 feet; thence along said curve for an arc length of 121.57 feet to the end of said curve; thence South 35° 24' 10" East, 185.00 feet; thence South 54° 35' 50" West, 707.86 feet; thence South 35° 24' 10" East, 72.74 feet; thence South 69° 24' 10" East, 148.94 feet; thence North 20° 35' 50" East, 10.00 feet to the beginning of a curve to the right, whose tangent bears South 69° 18' 44" East, and has a central angle of 21° 52' 22" and a radius of 3180.00 feet; thence along said curve, Southeasterly, for an arc length of 1213.97 feet to the end of said curve, and the beginning of a curve to the left having a central angle of 22° 50' 30" and a radius of 260.00 feet; thence along said curve for an arc length of 103.65 feet, to the end of said curve; thence South 70° 16' 52" East, 706.24 feet; thence South 10° 16' 52" East, 400.69 feet; thence North 73° 24' 00" West, 870.32 feet to the beginning of a curve to the right having a central angle of 25° 57' 38" and a radius of 655.00 feet; thence along said curve for an arc length of 296.78 feet to the end of said curve, and the beginning of a curve to the left having a central angle of 21° 57′ 48" and a radius of 2785.00 feet; thence along said curve for an arc length of 1067.58 feet to the end of said curve; thence North 69° 24' 10" West, 342.13 feet; thence North 35° 24' 10" West, 538.72 feet; thence North 54° 35' 50" East, 210.00 feet; thence North 35° 24' 10" West, 190.58 feet; thence North 41° 21' 50" East, 102.73 feet to the POINT OF BEGINNING.

EFFECTIVE DATE:

TYPE OF FILING:

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

#### TERRITORY SERVED

CERTIFICATE NUMBER - 53-W

COUNTY - PALM BEACH

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number Date Issued Docket Number Filing Type
PSC-97-1149-FOF-WU 9/30/97 961535-WU Transfer

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

# DESCRIPTION OF TERRITORY SERVED FORMERLY LAKE OSBORNE UTILITIES COMPANY, INC.

In Township 44 South, Range 43 East

#### Section 32

That part of the East 1/2 lying East and South of the center line of Lake Osborne Drive.

#### Section 33

That part of the Northwest 1/4 of the Southwest 1/4 lying West of the West right-of-way of Seaboard Air Line Railway right-of-way; the South 330.11 feet of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 also lying West of the West right-of-way of Seaboard Air Line Railroad.

EFFECTIVE DATE:

TYPE OF FILING:

RICK HUGUS
ISSUING OFFICER

#### COMMUNITIES SERVED LISTING

		Rate Schedules	
County Name	Development Name	<u>Available</u>	Sheet No.
SUMTER	The Woods	GS, RS	9.0, 10.0
LAKE	Ravenswood Haines Creek	GS, RS GS, RS	9.1, 10.1 9.2, 10.2
POLK	Rosalie Oaks	GS, RS	9.3, 10.3
PALM BEACH	Lake Osborne	GS, RS	9.4, 10.4

RICK HUGUS ISSUING OFFICER

#### 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 <u>"CERTIFICATE"</u> A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 <u>"COMMISSION"</u> "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 <u>"COMPANY"</u> Crystal River Utilities, 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 Collection" 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.

RICK HUGUS
ISSUING OFFICER

#### WATER TARIFF

- "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.

RICK HUGUS
ISSUING OFFICER

INDEX OF RULES AND REGULATIONS	Sheet Number:	Rule Number:
Access to Premises	11.0	13.0
Adjustment of Bills	12.0	23.0
Adjustment of Bills for Meter Error	12.0	24.0
All Water Through Meter	12.0	22.0
Applications by Agents	9.0	4.0
Billing Periods	11.0	15.0
Change of Customer's Installation	10.0	10.0
Change of Occupancy	12.0	19.0
Continuity of Service	10.0	8.0
Delinquent Bills	11.0	16.0
Extensions	9.0	6.0
Filing of Contracts	12.0	26.0
General Information	9.0	1.0
Inspection of Customer's Installation	10.0	11.0
Limitation of Use	9.0	7.0
Meters	12.0	21.0

RICK HUGUS
ISSUING OFFICER

PRESIDENT\_\_\_\_\_TITLE

	Sheet Number:	Rule Number:
Meter Accuracy Requirements	12.0	25.0
Payment of Water and Wastewater Service Bills Concurrently	11.0	17.0
Policy Dispute	9.0	2.0
Protection of Company's Property	10.0	12.0
Refusal or Discontinuance of Service	9.0	5.0
Right of Way or Easements	11.0	14.0
Termination of Service	11.0	18.0
Type and Maintenance	10.0	9.0
Unauthorized Connections - Water	12.0	20.0

RICK HUGUS ISSUING OFFICER

#### RULES AND REGULATIONS

1.0 <u>GENERAL INFORMATION</u> - 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 <u>POLICY DISPUTE</u> 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 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for water service requested by firms, partnerships, association, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>LIMITATION OF USE</u> Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

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

RICK HUGUS ISSUING OFFICER

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-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.
- 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.

Not withstanding 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.

RICK HUGUS
ISSUING OFFICER

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 <u>ACCESS TO PREMISES</u> In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 14.0 <u>RIGHT OF WAY OR EASEMENTS</u> 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 <u>CUSTOMER BILLING</u> 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 <u>DELINQUENT BILLS</u> When it has been determined that a customer is delinquent in paying any bill, water service may then 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 <u>PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY</u> 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 <u>TERMINATION OF SERVICE</u> 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.

RICK HUGUS
ISSUING OFFICER

- 20.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WASTEWATER</u> 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 <u>ALL WATER THROUGH METER</u> 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 <u>ADJUSTMENT OF BILLS</u> When a customer has been undercharged as a result if incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 <u>ADJUSTMENT OF BILLS FOR METER ERROR</u> When meter tests are made by the Commission or 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 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 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.

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# INDEX OF RATES AND CHARGES SCHEDULES

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Miscellaneous	13.0
Residential Service, RS	10.0 - 10.4
Service Availability Fees & Charges	14.0 - 14.4

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

The Woods Subdivision

#### GENERAL SERVICE - SUMTER COUNTY

# RATE SCHEDULE GS

<u>AVAILABILITY</u> - Available throughout the area served by the

Company.

<u>APPLICABILITY</u> - For water service to all customers for which no

other schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD - Monthly

RATE	Meter Size	Base Facility Charge
	5/8' x 3/4"	\$ 15.70
	3/4"	\$ 23.56
	1"	\$ 39.26
	1 %"	\$ 78.50
	2 "	\$ 125.60
	3 "	\$ 251.19
	4 "	\$ 392.48
	6"	\$ 785.00
	8 "	\$ 1,255.97
GALLONAGE CHARGE -	Per 1,000 gallons	\$ 2.96

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS ISSUING OFFICER

WATER TARIFF

FORMERLY RAVENSWOOD WATER SYSTEM
LAKE COUNTY
GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all customers for which no other

schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD -

RATE NOT APPLICABLE

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After

a five (5) day written notice is mailed to the customer separate and apart from any other bill, service may

then be discontinued.

EFFECTIVE DATE

TYPE OF FILING - Name Change

RICK HUGUS
ISSUING OFFICER

WATER TARIFF
Haines Creek Subdivision

### GENERAL SERVICE - LAKE COUNTY

# RATE SCHEDULE GS

AVAILABILITY	Available throughout the area served by the Company.
APPLICABILITY	For water service to all customers for which no other schedule applies.
LIMITATIONS	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE	Meter Size	Base Facility Charge
	5/8' x 3/4" 3/4"	\$ 9.09 \$ 13.63
	1"	\$ 22.72
	1 ½" 2"	\$ 45.45 \$ 72.72
	3"	\$ 72.72 \$ 145.45
	4 "	\$ 227.26
	6"	\$ 435.55
GALLONAGE CHARGE	Per 1,000 gallons	\$ 1.46

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS
ISSUING OFFICER

# FORMERLY ROSALIE OAKS UTILITIES CORPORATION POLK COUNTY GENERAL SERVICE

#### RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all customers for which no other

schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD -

RATE NOT APPLICABLE

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become

delinquent if not paid within twenty (20) days. After a five (5) day written notice is mailed to the customer separate and apart from any other bill, service may

then be discontinued.

EFFECTIVE DATE

TYPE OF FILING Name Change

RICK HUGUS
ISSUING OFFICER

PRESIDENT\_\_\_\_\_\_TITLE

Lake Osborne Subdivision

## GENERAL SERVICE -- PALM BEACH COUNTY

### 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.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff

and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE

Meter Size	Base Facility Charge	
5/8' X 3/4"	\$ 4.10	
FULL 3/4"	\$ 6.15	
1"	\$ 10.27	
1 1/2"	\$ 20.53	
2"	\$ 32.85	
3"	\$ 65.70	
4"	\$ 102.66	
6 <b>"</b>	\$ 205.31	

GALLONAGE CHARGE - Per 1,000 gallons \$ 1.97

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS
ISSUING OFFICER

The Woods Subdivision

# RESIDENTIAL SERVICE -- SUMTER COUNTY

# 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.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff

and General Rules and Regulations of the Commission.

BILLING PERIOD - Quarterly

RATE -

Meter Size	Base F	Base Facility Charge		
5/8' X 3/4"	\$	15.70		
3/4"	\$	23.56		
1"	\$	39.26		
1 1/2"	\$	78.50		
2"	\$	125.60		
3"	\$	251.19		
4"	\$	392.48		
6"	\$	785.00		
8"	\$	1,255.97		
Per 1,000 gallons	\$	2.96		

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.

Applicable Base Facility Charge

EFFECTIVE DATE -

GALLONAGE CHARGE

MINIMUM CHARGE

TYPE OF FILING - Name Change

RICK HUGUS
ISSUING OFFICER

Ravenswood Subdivision

# RESIDENTIAL SERVICE -- LAKE COUNTY

#### RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences

and individually metered apartment units.

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

and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Meter Size	Base Facility Charge	
5/8' X 3/4"	\$ 12.70	
3/4" 1"	\$ 19.05 \$ 31.73	
1 1/2"	\$ 63.48	
2"	\$ 101.55	
3"	\$ 203.09	
4"	\$ 317.32	
6"	\$ 634.65	

GALLONAGE CHARGE - Per 1,000 gallons \$ 1.79

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

Haines Creek Subdivision

## RESIDENTIAL SERVICE -- LAKE COUNTY

## RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For water service to all customers for which on other

schedule applies.

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

and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

		Meter Size	Bas <u>e</u> F	acility Charge
		5/8' X 3/4" 3/4" 1" 1 1/2" 2" 3" 4" 6"	****	9.09 13.63 22.72 45.45 72.72 145.45 227.26 435.55
GALLONAGE CHARGE	-	Per 1,000 gallons	\$	1.46

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS
ISSUING OFFICER

Rosalie Oaks Subdivision

## RESIDENTIAL SERVICE -- POLK COUNTY

#### RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by Rosalie

Oaks Subdivision, in Polk County.

<u>APPLICABILITY</u> - For water service for all purposes in private residences

and individually metered apartment units.

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

and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Meter Size	Base Fa	Base Facility Charge		
5/8' X 3/4"	\$	10.58		
1"	\$	22.77		
2"	\$	73.06		

<u>ALLONAGE CHARGE</u> - Per 1,000 gallons \$ 0.89 0 TO 5,000 Gallons \$ 1.12 5,001 TO 10,000 Gallons

\$ 1.35 10,001 and Above

MINIMUM CHARGE - Applicable 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 Name Change

RICK HUGUS
ISSUING OFFICER

ORIGINAL SHEET NO. 10.4

WATER TARIFF
Lake Osborne Subdivision

# RESIDENTIAL SERVICE -- PALM BEACH COUNTY

# RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - 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.

Customer, separate and apart from any other bill,

service may then be discontinued.

BILLING PERIOD - Monthly

RATE -

		Meter Size		Base Facility Charge	
		5/8' X 3/4" FULL 3/4" 1" 1 1/2" 2" 3" 4" 6"	****	4.10 6.15 10.27 20.53 32.85 65.70 102.66 205.31	
GALLONAGE CHARGE	-	Per 1,000 gallons	\$	1.97	
MINIMUM CHARGE	•	Applicable 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			

EFFECTIVE DATE .

TYPE OF FILING . Name Change

RICK HUGUS
ISSUING OFFICER

#### SCHEDULE OF CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	General Service
5/8" x 3/4"	\$ 20.00	\$ 20.00
1*	50.00	50.00
1 1/2"	100.00	100.00
Over 2"	160.00	160.00

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

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customers account during the month of <a href="November">November</a> each year.

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

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

EFFECTIVE DATE:

TYPE OF FILING: Name Change

RICK HUGUS
ISSUING OFFICER

<u>PRESIDENT</u> TITLE

#### METER TEST DEPOSITS

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

METER SIZE	FEE
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	ACTUAL COST

REFUND OF METER BENCH TEST DEPOSIT. The utility may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST. A customer may request a field test in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE:

TYPE OF FILING: Name Change

RICK HUGUS ISSUING OFFICER

#### MISCELLANEOUS SERVICE CHARGES

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

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

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

<u>VIOLATION CONNECTION</u> - 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	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$ 15.00
Premises Visit Fee (in lieu of disconnection)	\$ 10.00
Late Charge (after 21 days)	\$ 5.00

EFFECTIVE DATE:

TYPE OF FILING: Name Change

RICK HUGUS ISSUING OFFICER

#### FORMERLY SUMTER WATER COMPANY SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

BERVICE AVAILABILITY BELLEBOUR C	
	REFER TO SERVICE
	AVAIL. POLICY
DESCRIPTION	AMOUNT SHEET NO. / RULE NO.
Back-Flow Preventor Installation Fee	
5/8" x 3/4"	<b>.</b>
1"	\$ \$ \$
1 1/2"	\$
2"	Š
Over 2"	Actual Cost [1]
Customer Connection (Tap-in) Charge	1100000 [1]
5/8" x 3/4" metered service	¢
1" metered service	\$ \$ \$
1 1/2" metered service	č
2" metered service	<del>*</del>
Over 2" metered service	Actual Cost [1]
Guaranteed Revenue Charge	Actual Cost [1]
With Prepayment of Service Availability Charge	c.
Residential - per ERC/month(GPD)	s.
All others -per gallon/month	ተ ድ
Without Prepayment of Service Availability Cha	raee.
Residential - per ERC/month(GPD)	- <del>-</del>
All others -per gallon/month	÷
	Paturi Cost [7]
<u>Inspection Fee</u> <u>Main Extension Charge</u>	Actual Cost [1]
Residential - per ERC/(GPD)	<u> </u>
All others -per gallon	\$ \$
or	<del>y</del>
Residential - per lot/(foot frontage)	\$
All others -per foot front	Š
Meter Installation Fee	7
5/8" x 3/4"	\$
1"	
1 1/2"	\$ \$
2"	\$
Over 2"	٠ *
	Notural Cost [1]
	Actual Cost [1]
Plant Capacity Charge	•
Residential -per ERC (GPD)	\$ \$
All others-per gallon	÷
System Capacity Charge	<u> </u>
Residential -per ERC (GPD)	\$
All others-per gallon	\$
[1] Actual Cost is equal to the total cost incu	Tred for services rendered to

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

EFFECTIVE DATE:

TYPE OF FILING: Name Change

RICK HUGUS ISSUING OFFICER

# FORMERLY RAVENSWOOD WATER SYSTEM SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES REFER TO SERVICE AVAIL. POLICY DESCRIPTION AMOUNT SHEET NO./RULE NO. Back-Flow Preventor Installation Fee 5/8" x 3/4"... l"...... 1 1/2"..... Actual Cost [1] Over 2"..... Customer Connection (Tap-in) Charge 5/8" x 3/4" metered service.... \$ 100.00 1" metered service.... Actual Cost 1 1/2" metered service... Actual Cost 2" metered service... Actual Cost Over 2" metered service... Actual Cost Actual Cost [1] Guaranteed Revenue Charge 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] Main Extension Charge Residential - per ERC/(\_GPD)...... All others -per gallon..... Residential - per lot/(\_\_foot frontage) All others -per foot front..... Meter Installation Fee | Simple | S Plant Capacity Charge Residential -per ERC (\_GPD)...... All others-per gallon..... System Capacity Charge Residential -per ERC (\_\_GPD)..... All others-per gallon.....

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

#### EFFECTIVE DATE:

TYPE OF FILING: Name Change

RICK HUGUS ISSUING OFFICER

# FORMERLY HAINES CREEK MOBILE HOMESITES WATERWORKS SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO SERVICE AVAIL. POLICY AMOUNT SHEET NO. / RULE NO. DESCRIPTION Back-Flow Preventor Installation Fee 5/8" x 3/4"..... 1"..... 1 1/2"....... 2"..... Over 2"..... Customer Connection (Tap-in) Charge 5/8" x 3/4" metered service.... 1" metered service..... 1 1/2" metered service..... 2" metered service....... Over 2" metered service..... Guaranteed Revenue Charge 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 \$ Main Extension Charge Residential - per ERC/(\_\_GPD)..... Ś All others -per gallon.... \$ Residential - per lot/(\_\_foot frontage) All others -per foot front..... Meter Installation Fee Plan Review Charge..... Plant Capacity Charge Residential -per ERC (\_\_GPD)..... All others-per gallon..... System Capacity Charge Residential -per ERC (\_\_GPD)..... All others-per gallon.....

EFFECTIVE DATE:

TYPE OF FILING: Name Change

RICK HUGUS ISSUING OFFICER

#### FORMERLY ROSALIE OAKS UTILITIES CORPORATION SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

SERVICE AVAILABILITY SCHEDULE C	F FEES AND CHARGES
	REFER TO SERVICE
	AVAIL. POLICY
<u>DESCRIPTION</u>	AMOUNT SHEET NO. /RULE NO.
Back-Flow Preventor Installation Fee 5/8" x 3/4"	
5/8" x 3/4"	\$
l"	\$
1 1/2"	\$ \$ \$ \$
2"	\$
Over 2"	\$
Customer Connection (Tap-in) Charge	
5/8" x $3/4$ " metered service	\$ 200.00
1" metered service	\$ 330.00
1 1/2" metered service	\$ 330.00
2" metered service	\$1,000.00
Over 2" metered service	\$
Guaranteed Revenue Charge	
With Prepayment of Service Availability Charge	s:
Residential - per ERC/month(GPD)	\$
All others -per gallon/month	\$
Without Prepayment of Service Availability Cha	rges:
Residential - per ERC/month(_GPD)	\$
All others -per gallon/month	\$
Inspection Fee	\$
Main Extension Charge	
Residential - per ERC/(GPD)	\$
All others -per gallon	\$
or	
Residential - per lot/(foot frontage)	\$
All others -per foot front	\$
Meter Installation Fee	
5/8" x 3/4"	\$ 200.00
1"	\$ 200.00
1 1/2"	\$ 200.00 \$ 600.00
2"	
Over 2"	\$
Plan Review Charge	\$
Plant Capacity Charge	
Residential -per ERC (GPD)	\$
All others-per gallon	\$
System Capacity Charge	
Residential -per ERC (GPD)	\$
All others-per gallon	\$

EFFECTIVE DATE:

TYPE OF FILING: Name Change

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# FORMERLY LAKE OSBORNE UTILITIES COMPANY, INC. SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

SERVICE AVAILABILITY SCHEDULE OF	
	REFER TO SERVICE
	AVAIL. POLICY
DESCRIPTION	AMOUNT SHEET NO./RULE NO.
	<u> </u>
Back Flow Dynamics Installation Foo	
Back-Flow Preventor Installation Fee 5/8" x 3/4"	_
	\$ \$
1"	\$
1 1/2"	\$ \$
2 "	
Over 2"	\$
Customer Connection (Tap-in) Charge	
5/8" x 3/4" metered service	\$100.00
1" metered service	\$150.00
1 1/2" metered service	\$175.00
2" metered service	\$250.00
Over 2" metered service	\$
	7
Guaranteed Revenue Charge	
With Prepayment of Service Availability Charges	
Residential - per ERC/month(_GPD)	\$
All others -per gallon/month	Ş
Without Prepayment of Service Availability Char	rges:
Residential - per ERC/month(GPD)	\$
All others -per gallon/month	\$
Inspection Fee	\$
Main Extension Charge	
Residential - per ERC/(_GPD)	\$
All others -per gallon	S
or	•
Residential - per lot/(foot frontage)	\$
All others -per foot front	\$
Mater Installation For	7
Meter Installation Fee 5/8" x 3/4"	<u>^</u>
	\$
1"	\$ \$ \$ \$
1 1/2"	<u>\$</u>
2 "	\$
	\$
Plan Review Charge	\$
Plant Capacity Charge	
	\$
	\$
System Capacity Charge	T
	\$
	\$
All others-per gallon	₹

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# INDEX OF STANDARD FORMS

	Sheet No.
APPLICATION FOR SERVICE	17.0
COPY OF CUSTOMER'S BILL	18.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	16.0

RICK HUGUS
ISSUING OFFICER

TITLE

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

# CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CONSUMER'S GUARAN	TEE DEPOSIT AND	OR SERVICE		1057
Water Deposit \$	Sewer Deposit S		TAPPING FEE Not Refundable	le \$
Received from				, 19
Street and Town				
Muiling Address				
Let No.				
WATER PLANT CAPACITY NON REFUNDABLE 5	FIRE HYDRANT FEE NON REFUNDABL	£ \$	SEIFER PLANT CAP NON REFUNDA	ACTY BLE \$
TATER ALLOWANCE FOR FUNDS PRUDENTLY ENVESTED NON REFL	NDABLE \$	SEWER ALLOWA PRUDENTLY		BLE \$
As a Deposit				Doilars
all service covered by this deposit, and the presentation of this receipt and proper dentification the Company agrees to return to the consumer the deposit less any amounts then due the Company from discontinuing for non-payment the amount covered by this deposit regardless of the Sufficiency of said deposit to cover such indeptedness for such service.  The Company netericy acknowledges the receipt of the above amounts and accords same as inducated company netericy to the mains of the Mater and/or Sewer System by the herein named payer at the spoke stated occinion.  By the suppling of this agreement, the customer recognises and agreed a above by all existing rules and equipments are company, and any amendments therefore spokes by the rules and equipments and equipments therefore the contents therefore the definition of the supplies of the owner and equipments and equipments are refored the print office.		The customer further agrees that all bills for water sewer, undoor gas charges will be paid within them saws of making bills and if not so paid the Dampark will have the right to disconnect service and charge allee for reconnecting.  It is further understood and agreed that the saw of water and or gas to the consumer occurs at the meet and the Dampark has no responsibility that we to service after taild water and or gas reaches the consumer's case of these.  Aqua Utilities Florida, Inc.		
20 уземея		8v		
			<u>RICK HU</u> ISSUING	GUS OFFICER
			PRESIDE	NT

TITLE

WATER TARIFF

DIELCE DDINE

#### APPLICATION FOR WATER AND/OR SEWER SERVICE

AQUA UTILITIES FLORIDA, INC. 6960 Professional Parkway East, Suite 400 Sarasota, FL 34240 (941) 907-7400 (800) 250-7532

Please read and complete the form below Indicate exactly how you would like the name on the account.

A security deposit is required to establish an account with the utility company. The deposit will be charged on your first bill along with an account set up fee. This deposit shall not preclude the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to the Company, regardless of the sufficiency of the deposit to cover such indebtedness for service. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after 25 months of a satisfactory payment record. The utility company reserves the right to require a new deposit or increase a deposit amount due to an unsatisfactory payment record.

This application must be completed, signed and returned within 14 days of beginning service or service is subject to disconnection.

PLEASE PRINT					
Customer Name:					
Spouse Name:					
Service Address:					
Mailing Address (if different):					
City	State	Zip			
Previous Address					
Social Security No.:	Drivers License No.:				
Local Home Phone No.:Other Home Phone No					
Business Phone No : Alternate Phone No.:					
How many persons will be living in your ho	usehold? Date Service is to	begin·			
I (we) the undersigned agree to abide by the pay the water and/or sewer bills in a prompt fees and water fees due for connection to Ac	manner. I (we) have been informed of and				
Signature.	Date·				
Owner ( ) Tenant ( ) Agent ( ) Print N	ame Pho	one			
For Office Use Only					
Residential ( ) General Service ( )	Deposit and set up fee charged (	) Date			
Company	Account Number	CSR Initials			
		RICK HUGUS			
		ISSUING OFFICER			
		PRESIDENT			

# COPY OF CUSTOMER'S BILL

					FIRST CLA U.S. PO! PAI	STAGE
					PERMIT N	<b>o</b>
₩ L	MÉTER		VSED	CHARGES	)	
SEPVICE	PRESENT	PREVIOUS				
-						
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				}	DUSTOMER	
					ACCOUNT 1	DUE DATE
					1 1	
ME EN A		NET AMOUNT TO BE PAID				1
I when	DAY	10 8£ ~40			HET AMOUNT TO BE PAID	
<u> </u>					<u> </u>	

MAIL THIS STUB WITH YOUR PAYMENT

RICK HUGUS ISSUING OFFICER

CRYSTAL RIVER UTILITIES, INC. ORIGINAL SHEET NO. 19.0 d/b/a AQUA UTILITIES FLORIDA, INC.

## WATER TARIFF

## INDEX OF SERVICE AVAILABILITY

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Obligations of the Company	21.1	
On-Site Facilities	21.1	
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# SERVICE AVAILABILITY POLICY TERMS AND ABBREVIATIONS

- 1.0 <u>Active Connection</u> Means a connection to the Company's system at the point of delivery of service, whether or not service is currently being provided.
- 2.0 <u>Back Flow Preventor</u> Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Company by virtue of a cross connection or flow from the Customers' property into the Company's system.
- Contribution-In-Aid-Of-Construction (CIAC) Means any amount or item of money, services, or property received by the Company from an Applicant, any portion of which is provided at no cost to the Company, which represents an addition or transfer to the capital of the Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Company's property, facilities, or equipment used to provided utility services to the public. The term includes plant capacity charges, main extension charges, meter and service installation charges.
- 4.0 <u>Contributor</u> Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.
- 5.0 <u>Customer Connection Charge</u> Means any payment made to the Company for the cost of installing a connection from the Company's water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.
- 6.0 <u>Customer Installation</u> Means 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 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 Customer under lease or other agreement.
- 7.0 <u>Developer's Agreement</u> Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer's property.
- 8.0 <u>Economic Feasibility</u> Means a test by which the operating income of the company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Company will earn a fair return on its investment in the proposed extension.
- 9.0 <u>Equivalent Residential Connection (ERC)</u> Means (a) 350 gallons per day, (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Protection for a single residential unit

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- 10.0 <u>Guaranteed Revenue Agreement</u> Means a written agreement by which an applicant agrees to pay a charge designed to cover the Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Company or its existing customers.
- 11.0 <u>Hydraulic Share</u> Means the prorata share of the capabilities of the Company's facilities to be made available for service to the contributor. The prorata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.
- 12.0 <u>Inspection Fee</u> Means either the actual or the average cost to the Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Company.
- 13.0 <u>Main Extension Charge</u> Means a charge made by the Company for the purpose of covering all or part of the Company's capital costs in extending its off-site water or wastewater facilities—to provide service to specified property. The charge is determined on the Hydraulic Share basis or other acceptable method reasonably related to the cost of providing the service.
- 14.0 <u>Meter Installation Fee</u> Means the amount authorized by the Commission which is designed to recover the cost of installing the water measuring device at the Point of Delivery including materials and labor required.
- 15.0 Off-Site Facilities Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations, the purpose of which is either to provide water service to properties within the service territory of the service Company or to collect wastewater received from properties within the territory.
- 16.0 On-Site Facilities Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.
- 17.0 <u>Refundable Advance</u> Means money paid or property transferred to the Company by the Applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made to temporarily defray the Company's costs so that the proposed extensions may be rendered economically feasible and, in turn, so that service may be obtained. As additional Customers connect to the system, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written agreement.
- 18.0 Service Availability Policy Means the section of the Company's tanff which sets forth a uniform method of determining the plant capacity charge or the charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.

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CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

- 19.0 <u>System (Plant) Capacity Charge</u> Means the charge made by the Company for each new connection to the system which charge is designed to defray a portion of the cost of the utility system.
- 20.0 <u>Utility Service Fees</u> Means fees that the Company will credit against the Service Availability charges that are effective at the time application for service is made.
- 21.0 <u>Treatment Facilities</u> Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of wastewater.

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# SERVICE AVAILABILITY POLICY

- I. <u>PURPOSE</u> The company is implementing this Service Availability Policy (hereinafter Policy) to set forth the terms and conditions under which the Company will be the sole provider of service from Company facilities to individual or developer Applicants within its certificated area; and describes the charges which are intended to degray portions of the costs associated with existing and new facilities of the Company in a fair and nondiscriminatory manner.
- II. <u>APPLICABILITY</u> The provisions of this policy are applicable to all Customers and potential customers within the Certificated Service Area of the Company.
- III. <u>GENERAL PROVISIONS</u> The following provisions apply to all extensions to the Company's facilities. No service will be provided until the Company receives the Commission's approval, as provided below, and where applicable, all terms of Section 367.045, Florida Statutues are met. The Applicant must agree to pay all costs associated with a request for service that requires an expansion of the Company's exclusive service area which is set forth in its Certificate of Authorization.
- (1) <u>Commission Approval</u>. The terms and conditions of the Company's Service Contracts. Developer's Agreements and Refundable Advance Agreements are subject to the approval of the Commission as outlined below:
- (a) Extensions that are in accordance with the standard Service Contract included in the tanff (see Standard Forms), Standard Developer's and or Standard Refundable Advance Agreeements, approved by the Commission for use with this Service Availability Policy, will not need additional Commission approval.
- (b) Where situations exist that are not provided for in the Company's standard agreements, the Company may enter into a Special Service Availability contract with a developer provided, however, that the Commission approve said Special Service Availability Contract before any extension is made.
- (c) Approval of a developer's agreement does not preclude the Commission from affecting its provisions in the future if, pursuant to Commission's approval, the terms and conditions of the Company's service availability policy are changed.
- Extension Only Within Certificated Service Areas. The Company will make extensions (2)to its facilities, to all customers within its certificated service area as may be required by one or more customers, provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the Company's investment in providing the service. To this end the Company will require, depending upon the specific circumstances, conveyance of title as described in Section V(3)(b) of service availability this Service Policy. charges. Availability refundable contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.
- (3) <u>Extensions Where Economically and Operationally Feasible</u>. If service is requested for properly not in the Company's existing Certificated Service Area, the Company may agree to provide

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service where economically and operationally feasible subject to appropriate approval(s) from regulatory authorities.

- (4) Obligations of the Company As provided in this policy, the Company's obligations are to extend its existing facilities within its Certificated Service Area, and to provide service to all customers within its certificated area under the terms and conditions herein. The Company will respond to each Applicant within 30 days. Where a proposed main extension is involved, only those services specifically provided for in the Company's Commission approved Service Contracts, Developer's Agreements or Refundable Advance Agreements, which are properly executed by the Applicant and the Company, shall obligate the Company to perform any task, or furnish any service to an Applicant or any other party.
- (5) <u>General Application for Service</u>. The Commission requires that all Applicants for utility services within its certificated area shall make a written request (Application) for the service desired from the Company. This application is notice to the Company that service is desired and an expression of the Applicant's willingness to conform to the Company's policies, tariffs, rules and regulations which are in effect and on file with the Commission.
- (6) On-Site Facilities. The Company shall be entitled to inspect all connections (including on-site facilities) to Company facilities. The Applicant shall reimburse the Company for all costs associated with the performance of these inspections.
- (7) <u>Refusal of Service</u>. The Company may refuse commencement of service to an Applicant for any of the following reasons:
- (a) <u>Proposed Service is not lawful</u>. The proposed service is not lawful under the current statutes and Rules of the Commission, or
- (b) <u>Conditions not vet met.</u> A condition of the Service Availability Policy, Service Contract, Developer's Agreement or Refundable Advance Agreement has not yet been met, or
- (c) Adverse effects on existing customers. The proposed service would adversely affect the quality or reliability of service to existing customers (e.g. capacity of existing Company facilities is insufficient), or
- (d) <u>Economic feasibility</u>. The proposed service is not economically feasible as defined in Chapter 25-30.515, Florida Administrative Code (Commission Rules), or
- (e) <u>Property outside certificated service area</u>. Property for which service is requested is outside of the Company's certificated service area and the Company has determined that extension of its certificated service area is not economically justified.
- IV. MAIN EXTENSION RULES Where there is not an existing main available, the Company will extend its main to provide service, provided the Applicant has first entered into a Commission approved Service Contract, Developer's Agreement or Refundable Advance Agreement with the Company.

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- (1) <u>Applications for Main Extensions</u>. Whenever an extension to one of the Company's mains is involved, it shall be in accordance with the following rules:
- (a) Any Applicant shall, in addition to the general application for service, make a written request regarding the specific main extension desired from the Company. Said application, as required by Commission Rules (Chapter 25-30.525, Florida Administrative Code) shall include, but not be limite to the following information, if applicable:
  - 1. A legal description of the property including reference to section, township and range.
  - 2. A drawing of the property showing its boundaries.
  - 3. The present zoning classification of the property.
  - 4. A plat map.
  - 5. Three sets of a site and utility plan (floor plan for commercial developments).
  - 6. The intended land use of the development, including densities and types of use.
  - 7. The name and address of the entity making the application for extension of service.
  - 8. The nature of the Applicant's title to or interest in the described property.
  - 9. The date, or estimated date, service will be needed.
- (2) Rules for Extending Mains to a Single Residence or a Single Commercial Facility. Where an extension of the Company's facilities is required to provide service to a single residence or a single commercial facility, the company will furnish a cost estimate of the proposed extension, a preliminary sketch of the extension, and the terms and conditions to be contained in the Service Contract necessary for service to be extended.
- Rules for Extending Mains to Developer Facilities. Service to a developer requiring an extension of the company's facilities will be conducted under the terms and conditions of a Developer's Agreement or a Refundable Advance Agreement wherein the company will negotiate with the developer whether it will design, construct and install extensions from existing facilities to the property to be served or have the developer undertake these activities. If the company installs the necessary facilities, it will prepare a Developer's Agreement detailing the cost estimate and other items necessary for such extensions to be made. If the developer is to perform the design, construction and installation, the developer must obtain approval of the Company as outlined in the Commission's Rules. Developer's Agreements are subject to the approval of the Commission and shall be in accordance with the following:
- (a) Existing facilities to a development. If the request is for service to a development, and the provision of service will be by the extension of existing facilities through Company investment, the Company shall be responsible for all engineering, planning, design, and construction.
- (b) <u>Developer providing facilities</u>. If the request is for service to a development and the developer will be providing the necessary facilities for the extension, or will be paying for the construction of the facilities, the developer shall be responsible for the planning, design, and development of construction drawing needed to extend the existing facilities to serve the proposed development. The plans, designs and development drawings shall be in accordance with applicable laws or ordinances. The company will furnish general construction specifications, an estimate of all costs to be borne by the

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developer (including all applicable Service Availability Charges) that are in addition to the costs of the facilities the developer is to construct, and a quotation of advances to be made upon execution of a Developer's Agreement. By way of further explanation, the Developer will be responsible for the following:

- (1) <u>Design of new water facilities</u>. The developer will retain the services of a registered professional engineer to prepare all plans and specifications for water facilities (hereinafter "facilities") to connect to the Company's facilities at points designated by the Company. Said plans and specifications must be approved by the Company prior to submission to any regulatory agency for review.
- (2) <u>Approvals and permits</u>. The developer shall be required to obtain all necessary approvals and permits for construction of the new facilities from the appropriate regulatory agencies.
- (3) <u>Construction of facilities</u>. The developer will, at its own expense, construct and install all facilities in accordance with the plans and specifications as approved by the Company. Additionally, the developer shall be responsible for certifying to appropriate regulatory agency that the facilities have been installed and tested in accordance with the plans and specifications prepared by the developer's engineer.
- (4) <u>Warranty of workmanship</u>. The developer shall warrant all facilities against defect in materials and workmanship for a period of one year from the date of acceptance of said facilities by the Company.
- (5) <u>Inspection of facilities</u>. The Company shall have the right to inspect the construction of the facilities and to recommend reasonable changes. Additionally, within sixty (60) days after the completion and certification of the facilities, the Company may perform an inspection of the facilities. The developer shall reimburse the Company for all costs associated with the performance of these inspections, as provided for in this tariff.
- (6) Conveyance of title. Prior to a letter of acceptance being issued by the Company, the developer shall immediately convey title of the facilities to the Company, and before accepting the responsibility for operation and maintenance of the facilities, the developer shall provide, without charge to the Company, the following information:
- (a) Cost Report which shall detail, as provided for in the National Association of Regulatory Commissioners (NARUC) Uniform System of Account, all costs incurred in the construction of the facilities, including engineering, inspection, and administrative costs,
- (b) Three copies of "As-Built Plans" Shall be 24"x36" Mylar, showing precise location of all lines and appurtenances in relation to an identifiable property line or referenced monument.
  - (c) Easements as required,
  - (d) Contractor's waiver and release of lien,

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- (e) Contractor's Letter of Warranty or Developer's Contract Bond,
- (f) Absolute Bill of Sale,
- (g) All required fees and charges.
- (4) Company extends for its own future benefit. If the Company installs (or has installed) facilities for its future benefit capacity in excess of what would normally be required for the requested extension, the incremental cost for this excess capacity shall not be included in cost estimates to Applicants; and shall be the Company investment or recovered by a Refundable Advance Agreement.
- V. <u>SERVICE AVAILABILITY CHARGES</u>. The following charges will be applied, if applicable. The charges are subject to change from time to time as deemed necessary by the Company and the Commission. These charges are defined as a CIAC, and do not entitle the applicant to any rights of ownership. The Company will own and maintain the facilities for which these charges are levied. The specific charges, as approved by the Commission and provided in the rates portion of this tariff, are described as follows:
- (1) <u>Plant Capacity Charges</u>. The Company will collect a fee, designed to defray a portion of the cost of the facilities not covered in other Service Availability Charges.
- (2) Meter Installation Charges. The company will collect, for water service installations, a fee to cover the costs required to install a meter, including meter boxes, fittings, etc. at the point of delivery.
- (3) <u>Service Installation Charges</u>. The Company will collect a fee to cover the costs required to install a service line from the Company's main to the point of delivery.
- (a) Short Service Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.
- (b) Long Service Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.
- (c) Long Service Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking or boring the service line under the street..
- (4) <u>Main Extension Charges</u>. The Company will collect a fee to offset a portion of the cost of the mains. Where there is an existing main available, the charges to the Applicant will be the charges as provided in this tariff. Where there is no an existing main available, the charges to the Applicant for the Company to extend its main to service the Applicant will be the actual cost, which will be recovered either through a Service Contract, Developer's Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval.

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- (5) Allowance for Funds Prudently Invested (AFPI). The Company will collect commission-approved fee designed to cover the carrying costs of actual company investment in plant prudently constructed for future customer use. Such investment will include plant and may include distribution lines, and will be applicable to all NEW connections utilizing such plant. When application is made for service, AFPI charges will be collected at the same time that payment(s) are made for other Service Availability Charges. The AFPI Charge will increase for the maximum period allowed by the Commission, after which time it will remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERC's) equal or exceed the capacity of the plant for which the charge is being collected.
  - (6) <u>Inspection Fee</u>. See Subsection V(3)(b).
- VI. <u>SPECIAL CONDITIONS</u>. Under certain circumstances, as outlined below, special funding arrangements will be necessary or have been arranged for payment of the charges described in this Service Availability Policy.
- (1) Refundable Advances. Where extensions are required for contiguous properties for which service has not yet been provided (hereinafter "Qualified Property") and, where the Company determines that an extension is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers; a separate Refundable Advance Agreement may be undertaken by the Applicant and the Company, at the time of the request for service, temporarily defray the cost of any off-site extension of mains and other facilities necessary to provide service to the Applicant's property.
- (a) <u>Basis of Refundable Advance</u>. The amount of the refundable advance will be based on the actual cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with the Company's plans for service to the immediate surrounding area.
- (b) <u>Charges paid by the Applicant</u>. Charges paid by the Applicant over and above the Applicant's hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of a Commission-approved Refundable Advance Agreement which the Company will execute with the Applicant.
- (c) <u>Prorated Share of the Capacity</u>. The Company will collect fees from other Applicants of the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty (60) days of collection of said fees by the Company, a refund of said fees shall be made to the Applicant in accordance with the Refundable Advance Agreement.
- (d) <u>Limits on Refund</u>. Notwithstanding any other provisions of this section, the life of the Refundable Advance Agreement shall be as provided in the Agreement, after which time the balance of any possible refund not already made to the Applicant pursuant to the terms and conditions of the Refundable Advance Agreement will be retained by the Company and such Refundable Advance Agreement will be canceled. In no event shall an Applicant recover an amount (without interest) greater than the difference between the capitalized cost of such improvements and the Applicant's own hydraulic share of the cost of such improvements.

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# TABLE OF DAILY FLOWS

Types of Establishment	Estimated Daily Flows
Apartments	250 gpd (1)
Banquet Hall	25 gpd
Bars and Cocktail Lounges	5 gpcd (2)
Bathroom (non residential, per toilet or unnal)	300 gpd
Beauty Shop (per seat)	170 gpd
Boarding Schools (students and staff)	75 gpcd
Boarding houses	75 gpcd
Bowling Alleys (toilet wastes only, per lane)	100 gpd
Church (per seat)	3 gpd
Country Clubs (per member)	25 gpcd
Day schools (with cafeteria, no gym or showers)	15 gpcd
Day schools (with cafeteria, gym or showers)	25 gpcd
Day workers at office and schools	20 gpcd
Drive-in theaters (per car space)	5 gpd
Factories (with showers)	30 gpcd
Factories (no showers)	10 gpd/100 sq ft.
Funeral home	10 gpd/100 sq ft.
Gas stations (no car wash)	450 gpd
Hospitals (with laundry)	250 gpd/bed
Hospitals (no laundry)	200 gpd/bed
Hotels and Motels (per room and unit)	125 gpd
Laundromat (per washing machine)	225 gpd
Mobile Home Parks (per trailer)	225 gpd
Movie Theaters, Auditoriums, Churches (per seat)	3 gpd
Nursing Homes	150 gpd/100 sq ft.
Office Buildings	17 gpd/100 sq ft.
Public Institutions (other than those listed herein)	75 gpcd
Restaurants and Cocktail Lounges (per seat)	50 gpd
Restaurants (take-out)	50 gpd/100 sq ft. (350 gpd minimum)
Restaurants (fast food, per seat)	35 gpd
Single Family Residence	350 gpd
Townhouse Residence	280 gpcd
Shopping Centers	17 gpd/100 sq ft.
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd
Stores (without kitchen wastes)	5 gpd/100 sq ft.
Speculative Buildings	30 gpd plus 10 gpd per 1000 sq ft.
Warehouses	30 gpd plus 10 gpd per 1000 sq ft.
	· · · · · · · · · · · · · · · · · ·

- (1) gpd = gallons per day
- (2) gpcd = gallons per capita per day

THE ABOVE ESTIMATED DAILY FLOWS WILL APPLY EXCEPT WHERE OTHERWISE INDICATED. HISTORICAL DATA SHOULD BE USED WHEN AVAILABLE.

RICK HUGUS
ISSUING OFFICER

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

FILED WITH FLORIDA PUBLIC SERVICE COMMISSION

#### WASTEWATER TARIFF

#### LOCAL OFFICE

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC. NAME OF COMPANY

#### 6960 PROFESSIONAL PARKWAY EAST, SUITE 400

SARASOTA, FL 34240 ADDRESS OF COMPANY

PHONE: (941) 907-7400 - EMERGENCY: (800) 250-7532 (Business & Emergency Telephone Numbers)

#### CORPORATE OFFICE

762 WEST LANCASTER AVENUE

BRYN MAWR, PA 19010

RICK HUGUS
ISSUING OFFICER

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RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

# TERRITORY SERVED INDEX

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Sumter	3.1
Polk	3.2

RICK HUGUS ISSUING OFFICER

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

# DESCRIPTION OF TERRITORY SERVED FORMERLY SUMTER WATER COMPANY

The following described lands located in Section 12, Township 22 South, Range 21 East, Sumter County, Florida:

The Southwest  $\frac{1}{2}$  of the Southeast  $\frac{1}{2}$  of the Northeast  $\frac{1}{2}$ ; the South 660 feet of the Southwest  $\frac{1}{2}$  of Northeast  $\frac{1}{2}$ ,  $\frac{1}{2}$  the West 480 feet thereof: the North 736 feet of Northwest  $\frac{1}{2}$  of Southeast  $\frac{1}{2}$ ,  $\frac{1}{2}$  the West 489 feet thereof.

RICK HUGUS
ISSUING OFFICER

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

# DESCRIPTION OF TERRITORY SERVED FORMERLY ROSALIE OAKS

Commence at the NE comer of Section 29, Township 29 South, Range 29 East, Polk County, Florida, and run South, along the East boundary of said Section 29, 1566.41 feet; thence North 79 degrees 24, 10, West, 908.44 feet to the centerline of Camp Mack Road; thence along said centerline, south 50 degrees 9' 10" West, 123.40 feet to the beginning of a curve to the left having a central angle of 8 degrees 47" 20" and the radius of 2752.18 feet; thence along said curve, for an arc length of 422.17 feet to the end of said curve; thence South 41 degrees 21' 50" West, 143.88 feet; Thence South 35 degrees 24' 10" East, 51.36 feet to the point of beginning for this description; From said point of beginning, continue thence South 35 degrees 24' 10" East, 134.10 feet to the beginning of a curve to the left having a central angle of 90 degrees and a radius of 20 feet; thence along said curve, for an arc length of 31.42 feet to end of said curve; thence North 54 degrees 35' 50" East, 100 feet; thence South 35 degrees 24' 10" East, 175 feet; thence North 54 degrees 35' 50" East, 200 feet; thence North 35 degrees 24' 10" West, 115 feet; thence North 54 degrees 35' 50" East, 320.95 feet to the beginning of a curve to the right having a central angle of 46 degrees and radius of 205.58 feet; thence along said curve, for an arc length of 165.05 feet, to the end of said curve; for an arc length of 165.05 feet, to the end of said curve; thence South 79 degrees 24' 10" East, 110,01 feet to the beginning of a curve to the right having a central angle of 164 degrees and a radius of 51.98 feet; thence along said curve for an arc length of 121.57 feet to the end of said curve; thence South 35 degrees 24' 10" East, 185 feet; thence South 54 degrees 35' 50" West, 707.86 feet; thence South 35 degrees 24' 10" East 72.74 feet; thence South 69 degrees 24' 10" East, 148.94 feet; thence North 20 degrees 35" 50" East, 10 feet to the beginning of a curve to the right, whose tangent cears South 69 degrees 18' 44" East, and has a central angle of 21 degrees 52' 22" and a radius of 3180 feet; thence along said curve Southeasterly, for an arc length of 1213.97 feet to the end of said curve, and the beginning of a curve to the left having a central angle of 22 degrees 50' 30" and a radius of 260 feet; thence along said curve for an arc length of 103.65 feet to the end of said curve, thence South 70 degrees 16' 52" East, 706.24 feet; thence South 10 degrees 16' 52" East, 400.69 feet; thence North 73 degrees 24' West, 870.32 feet to the beginning of a curve to the right having a central angle of 25 degrees 57, 38, and a radius of 655 feet to the end of said curve, and the beginning of a curve to the left having a central angle of 21 degrees 57' 48" and a radius of 2785 feet; thence along said curve for an arc length of 1067.58 feet to the end of said curve, thence North 69 degrees 24" 10" West, 342.13 feet; thence North 35 degrees 24' 10" West, 538.72 feet; thence North 54 degrees 35" 50" East, 210 feet;; thence North 35 degrees 24' 10" West, 190.58 feet; thence North 41 degrees 21 ' 50" East, 102.73 feet to the point of beginning.

Also, commence at the Northeast corner of Lot 111 of said Rosalie Oaks Unit one, run therice North 54 degrees 36' 50" East, 507 86 feet to beginning of a curve to the left having a radius of 51.98 feet and a central angle of 134 degrees, run thence along said curve an arc distance of 121.57 feet, run thence North 79 degrees 24' 10" West, 110.01 feet to the beginning of a curve to the left having a radius of 205.53 feet and a central angle of 46 degrees, run thence along said curve an arc distance of 165.05 feet, run thence South 54 degrees 35' 50" West, 320.95 feet, run thence South 35 degrees 24' 10" East, 230 feet to the point of beginning.

RICK HUGUS ISSUING OFFICER

# COMMUNITIES SERVED LISTING

COUNTY NAME	DEVELOPMENT NAME	RATE SCHEDULE(s)  AVAILABLE	SHEET NO.
Sumter	The Woods	GS, RS	14.0, 16.0
Polk	Rosalie Oaks	GS. RS	15.0, 17.0

RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

#### TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 <u>"COMMISSION"</u> "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" The group of customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" Crystal River Utilities, Inc.
- 6.0 "CUSTOMER" Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of such water service.
- 7.0 "CUSTOMER'S INSTALLATION" All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 8.0 "MAIN" A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 "POINT OF COLLECTION" For wastewater systems, "point of collection" shall mean the point at which the Company's piping, fittings and valves connect with the customer's piping, fittings and valves.
- 10.0 "RATE" Amount which the utility may charge for wastewater service which is applied to the customer's 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.

(Continued to Sheet No. 6.0)

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

- 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 <u>"SERVICE LINES"</u> The pipe between the Company's mains and the point of collection and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises 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.

INDEX OF RULES AND REGULATIONS	Sheet Number:	Rule Number:
Access to Premises	11.0	13.0
Adjustment of Bills	12.0	23.0
Adjustment of Bills for Meter Error	12.0	24.0
All Water Through Meter	12.0	22.0
Applications	9.0	3.0
Applications by Agents	9.0	4.0
Change of Customer's Installation	10.0	10.0
Continuity of Service	10.0	8.0
Customer Billing	11.0	15.0
Delinquent Bills	11.0	16.0
Extensions	9.0	6.0
Filing of Contracts	12.0	26.0
General Information	9.0	1.0
Inspection of Customer's Installation	10.0	11.0
Limitation of Use	9.0	7.0
Meters	12.0	21.0

(Continued to Sheet No. 8.0)

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RICK HUGUS
ISSUING OFFICER

# CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

# ORIGINAL SHEET NO. 8.0

#### WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

	Sheet Number:	Rule <u>Number:</u>
Meter Accuracy Requirements	12.0	25.0
Payment of Water and Wastewater Service Bills Concurrently	11.0	17.0
Policy Dispute	9.0	2.0
Protection of Company's Property	10.0	12.0
Refusal or Discontinuance of Service	9.0	5.0
Right of Way or Easements	11.0	14.0
Termination of Service	11.0	18.0
Type and Maintenance	10.0	9.0
Unauthorized Connections - Water	12.0	20.0

RICK HUGUS ISSUING OFFICER

#### RULES AND REGULATIONS

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

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

- 2.0 <u>POLICY DISPUTE</u> 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 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for wastewater service requested by firms, partnerships, association, corporations, and others shall be rendered only by duly authorized parties.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>LIMITATION OF USE</u> 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 rendered to the customer for the consumer'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 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 wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. 10.0)

(Continued from Sheet No. 9.0)

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

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

- TYPE AND MAINTENANCE In accordance with Rule-30.545, Florida Administrative Code, the customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 10.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> 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 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding 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 <u>PROTECTION OF COMPANY'S PROPERTY</u> - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued to Sheet No. 11.0)

(Continued from Sheet No. 10.0)

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

- 13.0 <u>ACCESS TO PREMISES</u> In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 14.0 RIGHT OF WAY OR EASEMENTS The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 <u>CUSTOMER BILLING</u> Bills for wastewater service will be rendered monthly, bimonthly or quarterly as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the 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 <u>DELINQUENT BILLS</u> When it has been determined that a customer is delinquent in paying any bill, wastewater service may then 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 <u>TERMINATION OF SERVICE</u> When a customer wishes to terminate service on any premises where wastewater 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.

(Continued to Sheet No. 12.0)

(Continued from Sheet No. 11.0)

- 20.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WASTEWATER</u> Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice in accordance with Rule 25-30.320, Florida Administrative Code.
- 21.0 <u>METERS</u> 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 <u>ALL WATER THROUGH METER</u> 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 <u>ADJUSTMENT OF BILLS</u> When a customer has been undercharged as a result if incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 <u>ADJUSTMENT OF BILLS FOR METER ERROR</u> When meter tests are made by the Commission or 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 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 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.

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Residential Service, RS	16.0, 17.0
Miscellaneous Service Charges	19.0
Service Availability Fees and Charges	20.0, 21.0

RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

The Woods Subdivision

#### GENERAL SERVICE -- SUMTER COUNTY

## RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by The Woods

Subdivision, in Sumter County.

APPLICABILITY - For wastewater service to all customers for which no other

schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission

BILLING PERIOD - Quarterly

RATE

Meter Size	Base Facility Charg			
5/8' X 3/4"	\$ 14.99			
3/4"	\$ 22,49			
1"	\$ 37.48			
1 1/2"	\$ 74.92			
2"	\$ 119.87			
3"	\$ 239,73			
4"	\$ 374.58			
6"	\$ 749.19			
8"	\$ 1,198.69			

GALLONAGE CHARGE - Per 1,000 gallons \$ 3.91

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS ISSUING OFFICER

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

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.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

<u>BILLING PERIOD</u> - Monthly

RATE N/A

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become

delinquent if not paid within twenty (20) days. After a five (5) day written notice is mailed to the customer separate and apart from any other bill, service may

then be discontinued.

EFFECTIVE DATE

TYPE OF FILING - Name Change

RICK HUGUS ISSUING OFFICER

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

The Woods Subdivision

#### SUMTER COUNTY RESIDENTIAL SERVICE -

#### RATE SCHEDULE RS

AVAILABILITY Available throughout the area served by The Woods

Subdivision, in Sumter County.

**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** Quarterly

RATE

<u>Meter Size</u>	Base Facility Charge
5/8' X 3/4"	\$ 14.99
3/4"	\$ 22.49
1"	\$ 37.48
1 1/2"	\$ 74.92
2''	\$ 119.87
3"	\$ 239.73
4"	\$ 374.58
6"	\$ 749.19
8"	\$ 1,198.69

\$ 3.25 GALLONAGE CHARGE Per 1,000 gallons

(6,000 Gallon Maximum)

MINIMUM CHARGE Applicable 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 Name Change

> RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

ORIGINAL SHEET NO. 17.0

WASTEWATER TARIFF

Rosalie Oaks Subdivision

## RESIDENTIAL SERVICE -- POLK COUNTY

## RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by Rosalie

Oaks Subdivision, in Polk County, only.

APPLICABILITY - For wastewater service for all purposes in private residences

and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission

BILLING PERIOD - Monthly

RATE

 Meter Size
 Base Facility Charge

 5/8' X 3/4"
 \$ 14.81

 1"
 \$ 26.47

 2"
 \$ 112.82

LUW CHARGE - \$ 6.37 ALL FLOWS

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS
ISSUING OFFICER

#### SCHEDULE OF CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	General Service
5/8" x 3/4"	\$ 20.00	\$ 20.00
1 "	50.00	50.00
1 1/2"	100.00	100.00
Over 2"	160.00	160.00

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

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

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

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

#### MISCELLANEOUS SERVICE CHARGES

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

<u>INITIAL CONNECTION</u> - 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.

<u>VIOLATION CONNECTION</u> - 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	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$ 15.00
Premises Visit Fee (in lieu of disconnection)	\$ 10.00
Late Charge	5.00

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS ISSUING OFFICER

# FORMERLY SUMTER WATER COMPANY SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

SERVICE AVAILABILITY SCHEDULE C	
	REFER TO SERVICE
	AVAIL. POLICY
DESCRIPTION	AMOUNT SHEET NO. / RULE NO.
D D C C C C C C C C C C C C C C C C C C	Allocki Bulli No. / Roll No.
Dools Discontinu Installation Dos	
Back-Flow Preventor Installation Fee	
5/8" x 3/4"	\$ \$ \$
1"	\$
1 1/2"	\$
2 "	\$
Over 2"	Actual Cost [1]
Customer Connection (Tap-in) Charge	
5/8" x 3/4" metered service	\$
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 Charge	s:
Residential - per ERC/month(GPD)	\$
All others -per gallon/month	Ś
Without Prepayment of Service Availability Cha	7
Residential - per ERC/month(GPD)	
	÷
All others -per gallon/month	\$
Inspection Fee	Actual Cost[1]
Main Extension Charge	
Residential - per ERC/(GPD)	\$ 50.00
All others -per gallon	\$
or	
Residential - per lot/(foot frontage)	\$
All others -per foot front	S
Meter Installation Fee	<b>*</b>
5/8" x 3/4"	\$
	\$
1"	\$ *
1 1/2"	\$
2"	\$
Over 2"	Actual Cost [1]
Plan Review Charge	Actual Cost [1]
Plant Capacity Charge	
Residential -per ERC (GPD)	\$450.00
All others-per gallon	\$
System Capacity Charge	7
	¢
Residential -per ERC (GPD)	\$
All others-per gallon	\$

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

EFFECTIVE DATE -

TYPE OF FILING - . Name Change

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TYPE OF FILING - Name Change

WASTEWATER TARIFF

#### FORMERLY ROSALIE OAKS SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

SERVICE AVAILABILITY SCHEDULE O	
	REFER TO SERVICE
	AVAIL. POLICY
DESCRIPTION	AMOUNT SHEET NO. /RULE NO.
DESCRIPTION	AMOUNT SHEET NO. / ROLE NO.
Customer Connection (Tap-in) Charge	
5/8" x 3/4" metered service	\$600.00
	1
1" metered service	\$600.00
1 1/2" metered service	\$600.00
2" metered service	\$600.00
Over 2" metered service	Actual Cost [1]
over a meetica betviet	Accuar cost (1)
C	
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charge	S:
Residential - per ERC/month(GPD)	\$
All others -per gallon/month	č
	<b>~</b>
Without Prepayment of Service Availability Cha	rges:
Residential - per ERC/month(GPD)	\$
All others -per gallon/month	\$
• •	
Inspection Fee	Actual Cost[1]
inspection ree	Actual Cost[1]
Main Extension Charge	
Residential - per ERC/(GPD)	\$ 50.00
All others -per gallon	\$
or	*
	_
Residential - per lot/(foot frontage)	\$
All others -per foot front	\$
Plan Review Charge	Actual Cost [1]
Diant Consoits Chause	
Plant Capacity Charge	
Residential -per ERC (GPD)	\$450.00
All others-per gallon	\$
• •	
System Capacity Charge	
Posidostial FRG / GRR)	<b>^</b>
Residential -per ERC (GPD)	\$
All others-per gallon	\$
[1] Actual Cost is equal to the total cost incu	rred for services rendered to a
customer.	
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## INDEX OF STANDARD FORMS

	SHEET NUMBER
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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	23.0

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#### CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CONSUMER'S GUARAN	TEE DEPOSIT AND/	OR SERVICE C	HARGE RECEIPT	1057
Water Deposit S	Sewer Deposit S		TAPPING FEE Not Refundable S_	
Received from			Date	, 19
Street and Town			Acc: No	
Muiling Address				<del></del> -
Let No.			notavibdu2	<del></del>
WATER PLANT CAPACITY NON REFUNDABLE 5	FIRE HYDRANT FEE NON REFUNDABL	<u> </u>	SEIFER PLANT CAPACITY NON REFUNDABLE 1	
WATER ALLOWANCE FOR FUNDS PRUDENTLY INVESTED NON REFU	NDABLE 5	SEVER ALLOWANCE PRUDENTLY INV	E FOR FUNDS ESTED NON REFUNDABLE S_	
As a Deposit				Dollars
Deposition of any and all indeptedness to be or decome due to the Company by said consumer. On those of decome due to the Company by said consumer. On the consumer is also that consumer are the consumer way use such decompany may use such decompany the Dompany were the presentation of the consumer the decompany company agrees to return to the consumer the decompany.	I Mater sever protot gas service which may select forms agreed such part dieteof may be et to the lombare whatsoever and that the lossifiet owner dieteof agrantisance of this secent and the second of the second and the second of the second	Among other rules and requisition of the same series and requisition of the same series are series and responsibilities.	ions the distribute agrees that the dury aumonors for hours to the premises of the Consumer to removing Company's property reading this remaination at the Company's agreement of termination at the Company's agreement able for trespass.	or The purpose of installing erers and other purposes
is small not preduce the Company from discontinuing record regardless of the furficiency of said Jeposh to cove	or non-payment de unount covered by this	The customer numer agrees of all the customer numbers and it not so a see for reconnecting	at all bills for water sewer undror gas charges o paid the Dombany will have the right to bisc	יאון לפ בשום איתדות דאיפרדע. בסומבר לפועופט שמת בליברקב.
The Company Tereby scknowledge the recept of the spoye amount and acted tame as iduidated amades of connecting of the mains of the Water showly Sewer System by the herein named payer of connecting occurring to the mains of the Water showly stated occurring.		It is further understood and agreed that the case of water and or job to the consumer occurs at the meter and the Company has no responsibility relative to service after sold water and or job leadings to consumer 5 size of meter.		
3) the signing of this agreement the customer recognizes rec_anons of the Cumpany and any arrendments therein the normalist the cutting of the cutting of the opening the unitary of the cutting of the c	o cooper of the later our sections over the	Aqua	Utilities Florida, Inc.	
IONSC MER		Bv		
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PRESIDENT TITLE

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

#### APPLICATION FOR WATER AND/OR SEWER SERVICE

AQUA UTILITIES FLORIDA, INC. 6960 Professional Parkway East, Suite 400 Sarasota, FL 34240 (941) 907-7400 (800) 250-7532

Please read and complete the form below. Indicate exactly how you would like the name on the account.

A security deposit is required to establish an account with the utility company. The deposit will be charged on your first bill along with an account set up fee. This deposit shall not preclude the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to the Company, regardless of the sufficiency of the deposit to cover such indebtedness for service. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after 25 months of a satisfactory payment record. The utility company reserves the right to require a new deposit or increase a deposit amount due to an unsatisfactory payment record.

This application must be completed, signed and returned within 14 days of beginning service or service is subject to disconnection.

PLEASE PRINT		
Customer Name:		
Spouse Name		
Service Address.		
Mailing Address (if different):		
CitySta	te Zip	
Previous Address		
Social Security No :	Drivers License No.:	
Local Home Phone No ·	Other Home Phone No.:	
Business Phone No ·	_ Alternate Phone No.:	
How many persons will be living in your household?	Date Service is to begin	1
I (we) the undersigned agree to abide by the rules and the water and/or sewer bills in a prompt manner. I (we and water fees due for connection to Aqua Utilities Flor	e) have been informed of and agree	
Signature:	Date:	
Owner ( ) Tenant ( ) Agent ( ) Print Name		
For Office Use Only		
Residential ( ) General Service ( ) Dep	osit and set up fee charged ( )	Date.
Company Account Na	umber	CSR Initials
		RICK HUGUS
		ISSUING OFFICER

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## SERVICE AVAILABILITY POLICY TERMS AND ABBREVIATIONS

- 1.0 <u>Active Connection</u> Means a connection to the Company's system at the point of delivery of service, whether or not service is currently being provided.
- 2.0 <u>Eack Flow Preventor</u> Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Company by virtue of a cross connection or flow from the Customers' property into the Company's system.
- 3.0 <u>Contribution-In-Aid-Of-Construction (CIAC)</u> Means any amount or item of money, services, or property received by the Company from an Applicant, any portion of which is provided at no cost to the Company, which represents an addition or transfer to the capital of the Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Company's property, facilities, or equipment used to provided utility services to the public. The term includes plant capacity charges, main extension charges, meter and service installation charges.
- 4.0 <u>Contributor</u> Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.
- 5.0 <u>Customer Connection Charge</u> Means any payment made to the Company for the cost of installing a connection from the Company's water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.
- 6.0 <u>Customer Installation</u> Means 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 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 Customer under lease or other agreement.
- 7.0 <u>Developer's Agreement</u> Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer's property.
- 8.0 <u>Economic Feasibility</u> Means a test by which the operating income of the company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Company will earn a fair return on its investment in the proposed extension.
- 9.0 Equivalent Residential Connection (ERC) Means (a) 350 gallons per day, (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Protection for a single residential unit.

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- 10.0 <u>Guaranteed Revenue Agreement</u> Means a written agreement by which an applicant agrees to pay a charge designed to cover the Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Company or its existing customers.
- 11.0 <u>Hydraulic Share</u> Means the prorata share of the capabilities of the Company's facilities to be made available for service to the contributor. The prorata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.
- 12.0 <u>Inspection Fee</u> Means either the actual or the average cost to the Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Company.
- 13.0 <u>Main Extension Charge</u> Means a charge made by the Company for the purpose of covening all or part of the Company's capital costs in extending its off-site water or wastewater facilities to provide service to specified property. The charge is determined on the Hydraulic Share basis or other acceptable method reasonably related to the cost of providing the service.
- 14.0 <u>Meter Installation Fee</u> Means the amount authorized by the Commission which is designed to recover the cost of installing the water measuring device at the Point of Delivery including materials and labor required.
- 15.0 Off-Site Facilities Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations, the purpose of which is either to provide water service to properties within the service territory of the service Company or to collect wastewater received from properties within the territory.
- On-Site Facilities Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.
- 17.0 <u>Refundable Advance</u> Means money paid or property transferred to the Company by the Applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made to temporarily defray the Company's costs so that the proposed extensions may be rendered economically feasible and, in turn, so that service may be obtained. As additional Customers connect to the system, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written agreement.
- 18.0 Service Availability Policy Means the section of the Company's tanff which sets forth a uniform method of determining the plant capacity charge or the charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.

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- 19.0 <u>System (Plant) Capacity Charge</u> Means the charge made by the Company for each new connection to the system which charge is designed to defray a portion of the cost of the utility system.
- 20.0 <u>Utility Service Fees</u> Means fees that the Company will credit against the Service Availability charges that are effective at the time application for service is made.
- 21.0 <u>Treatment Facilities</u> Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of wastewater.

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## SERVICE AVAILABILITY POLICY

- I. <u>PURPOSE</u> The company is implementing this Service Availability Policy (hereinafter Policy) to set forth the terms and conditions under which the Company will be the sole provider of service from Company facilities to individual or developer Applicants within its certificated area; and describes the charges which are intended to defray portions of the costs associated with existing and new facilities of the Company in a fair and nondiscriminatory manner.
- II. <u>APPLICABILITY</u> The provisions of this policy are applicable to all Customers and potential customers within the Certificated Service Area of the Company.
- III. GENERAL PROVISIONS The following provisions apply to all extensions to the Company's facilities. No service will be provided until the Company receives the Commission's approval, as provided below, and where applicable, all terms of Section 367.045, Florida Statutes are met. The Applicant must agree to pay all costs associated with a request for service that requires an expansion of the Company's exclusive service area which is set forth in its Certificate of Authorization.
- (1) <u>Commission Approval</u>. The terms and conditions of the Company's Service Contracts. Developer's Agreements and Refundable Advance Agreements are subject to the approval of the Commission as outlined below:
- (a) Extensions that are in accordance with the standard Service Contract included in the tanff (see Standard Forms), Standard Developer's and/or Standard Refundable Advance Agreements, approved by the Commission for use with this Service Availability Policy, will not need additional Commission approval.
- (b) Where situations exist that are not provided for in the Company's standard agreements, the Company may enter into a Special Service Availability contract with a developer provided, however, that the Commission approve said Special Service Availability Contract before any extension is made.
- (c) Approval of a developer's agreement does not preclude the Commission from affecting its provisions in the future if, pursuant to Commission's approval, the terms and conditions of the Company's service availability policy are changed.
- (2) Extension Only Within Certificated Service Areas. The Company will make extensions to its facilities, to all customers within its certificated service area as may be required by one or more customers, provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the Company's investment in providing the service. To this end the Company will require, depending upon the specific circumstances, conveyance of title as described in Section V(3)(b) of this Service Availability Policy, service availability charges, refundable advance, contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.
- (3) Extensions Where Economically and Operationally Feasible If service is requested for property not in the Company's existing Certificated Service Area, the Company may agree to provide

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service where economically and operationally feasible subject to appropriate approval(s) from regulatory authorities.

- (4) Obligations of the Company As provided in this policy, the Company's obligations are to extend its existing facilities within its Certificated Service Area, and to provide service to all customers within its certificated area under the terms and conditions herein. The Company will respond to each Applicant within 30 days. Where a proposed main extension is involved, only those services specifically provided for in the Company's Commission approved Service Contracts, Developer's Agreements or Refundable Advance Agreements, which are properly executed by the Applicant and the Company, shall obligate the Company to perform any task, or furnish any service to an Applicant or any other party.
- (5) <u>General Application for Service</u>. The Commission requires that all Applicants for utility services within its certificated area shall make a written request (Application) for the service desired from the Company. This application is notice to the Company that service is desired and an expression of the Applicant's willingness to conform to the Company's policies, tanffs, rules and regulations which are in effect and on file with the Commission.
- (6) On-Site Facilities. The Company shall be entitled to inspect all connections (including on-site facilities) to Company facilities. The Applicant shall reimburse the Company for all costs associated with the performance of these inspections.
- (7) <u>Refusal of Service</u>. The Company may refuse commencement of service to an Applicant for any of the following reasons:
- (a) <u>Proposed Service is not lawful</u>. The proposed service is not lawful under the current statutes and Rules of the Commission, or
- (b) <u>Conditions not vet met.</u> A condition of the Service Availability Policy, Service Contract, Developer's Agreement or Refundable Advance Agreement has not yet been met, or
- (c) <u>Adverse effects on existing customers</u>. The proposed service would adversely affect the quality or reliability of service to existing customers (e.g. capacity of existing Company facilities is insufficient), or
- (d) <u>Economic feasibility</u>. The proposed service is not economically feasible as defined in Chapter 25-30.515, Florida Administrative Code (Commission Rules), or
- (e) <u>Property outside certificated service area</u>. Property for which service is requested is outside of the Company's certificated service area and the Company has determined that extension of its certificated service area is not economically justified.
- IV. <u>MAIN EXTENSION RULES</u> Where there is not an existing main available, the Company will extend its main to provide service, provided the Applicant has first entered into a Commission approved Service Contract, Developer's Agreement or Refundable Advance Agreement with the Company

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- (1) <u>Applications for Main Extensions</u>. Whenever an extension to one of the Company's mains is involved, it shall be in accordance with the following rules:
- (a) Any Applicant shall, in addition to the general application for service, make a written request regarding the specific main extension desired from the Company. Said application, as required by Commission Rules (Chapter 25-30.525, Florida Administrative Code) shall include, but not be limited to the following information, if applicable:
  - 1. A legal description of the property including reference to section, township and range.
  - 2. A drawing of the property showing its boundaries.
  - 3. The present zoning classification of the property.
  - 4. A plat map.
  - 5. Three sets of a site and utility plan (floor plan for commercial developments).
  - 6. The intended land use of the development, including densities and types of use.
  - 7. The name and address of the entity making the application for extension of service.
  - 8. The nature of the Applicant's title to or interest in the described property.
  - 9. The date, or estimated date, service will be needed.
- (2) Rules for Extending Mains to a Single Residence or a Single Commercial Facility. Where an extension of the Company's facilities is required to provide service to a single residence or a single commercial facility, the company will furnish a cost estimate of the proposed extension, a preliminary sketch of the extension, and the terms and conditions to be contained in the Service Contract necessary for service to be extended.
- Rules for Extending Mains to Developer Facilities. Service to a developer requiring an extension of the company's facilities will be conducted under the terms and conditions of a Developer's Agreement or a Refundable Advance Agreement wherein the company will negotiate with the developer whether it will design, construct and install extensions from existing facilities to the property to be served or have the developer undertake these activities. If the company installs the necessary facilities, it will prepare a Developer's Agreement detailing the cost estimate and other items necessary for such extensions to be made. If the developer is to perform the design, construction and installation, the developer must obtain approval of the Company as outlined in the Commission's Rules. Developer's Agreements are subject to the approval of the Commission and shall be in accordance with the following:
- (a) Existing facilities to a development. If the request is for service to a development, and the provision of service will be by the extension of existing facilities through Company investment, the Company shall be responsible for all engineering, planning, design, and construction.
- (b) <u>Developer providing facilities</u>. If the request is for service to a development and the developer will be providing the necessary facilities for the extension, or will be paying for the construction of the facilities, the developer shall be responsible for the planning, design, and development of construction drawing needed to extend the existing facilities to serve the proposed development. The plans, designs and development drawings shall be in accordance with applicable laws or ordinances. The company will furnish general construction specifications, an estimate of all costs to be borne by the

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developer (including all applicable Service Availability Charges) that are in addition to the costs of the facilities the developer is to construct, and a quotation of advances to be made upon execution of a Developer's Agreement. By way of further explanation, the Developer will be responsible for the following:

- (1) <u>Design of new water facilities</u>. The developer will retain the services of a registered professional engineer to prepare all plans and specifications for water facilities (hereinafter "facilities") to connect to the Company's facilities at points designated by the Company. Said plans and specifications must be approved by the Company prior to submission to any regulatory agency for review.
- (2) <u>Approvals and permits</u>. The developer shall be required to obtain all necessary approvals and permits for construction of the new facilities from the appropriate regulatory agencies.
- (3) <u>Construction of facilities</u>. The developer will, at its own expense, construct and install all facilities in accordance with the plans and specifications as approved by the Company. Additionally, the developer shall be responsible for certifying to appropriate regulatory agency that the facilities have been installed and tested in accordance with the plans and specifications prepared by the developer's engineer.
- (4) <u>Warranty of workmanship</u>. The developer shall warrant all facilities against defect in materials and workmanship for a period of one year from the date of acceptance of said facilities by the Company.
- (5) <u>Inspection of facilities</u>. The Company shall have the right to inspect the construction of the facilities and to recommend reasonable changes. Additionally, within sixty (60) days after the completion and certification of the facilities, the Company may perform an inspection of the facilities. The developer shall reimburse the Company for all costs associated with the performance of these inspections, as provided for in this tanff.
- (6) <u>Convevance of title</u>. Prior to a letter of acceptance being issued by the Company, the developer shall immediately convey title of the facilities to the Company, and before accepting the responsibility for operation and maintenance of the facilities, the developer shall provide, without charge to the Company, the following information:
- (a) Cost Report which shall detail, as provided for in the National Association of Regulatory Commissioners (NARUC) Uniform System of Account, all costs incurred in the construction of the facilities, including engineering, inspection, and administrative costs,
- (b) Three copies of "As-Built Plans" Shall be 24"x36" Mylar, showing precise location of all lines and appurtenances in relation to an identifiable property line or referenced monument,
  - (c) Easements as required,
  - (d) Contractor's waiver and release of lien,

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.d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

- (e) Contractor's Letter of Warranty or Developer's Contract Bond.
- (f) Absolute Bill of Sale.
- (g) All required fees and charges.
- (4) <u>Company extends for its own future benefit</u>. If the Company installs (or has installed) facilities for its future benefit capacity in excess of what would normally be required for the requested extension, the incremental cost for this excess capacity shall not be included in cost estimates to Applicants; and shall be the Company investment or recovered by a Refundable Advance Agreement.
- V. <u>SERVICE AVAILABILITY CHARGES</u>. The following charges will be applied, if applicable. The charges are subject to change from time to time as deemed necessary by the Company and the Commission. These charges are defined as a CIAC, and do not entitle the applicant to any rights of ownership. The Company will own and maintain the facilities for which these charges are levied. The specific charges, as approved by the Commission and provided in the rates portion of this tariff, are described as follows:
- (1) <u>Plant Capacity Charges</u>. The Company will collect a fee, designed to defray a portion of the cost of the facilities not covered in other Service Availability Charges.
- (2) <u>Meter Installation Charges</u>. The company will collect, for water service installations, a fee to cover the costs required to install a meter, including meter boxes, fittings, etc. at the point of delivery.
- (3) <u>Service Installation Charges</u>. The Company will collect a fee to cover the costs required to install a service line from the Company's main to the point of delivery.
- (a) Short Service Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.
- (b) Long Service Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.
- (c) Long Service Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking or boring the service line under the street..
- (4) <u>Main Extension Charges</u>. The Company will collect a fee to offset a portion of the cost of the mains. Where there is an existing main available, the charges to the Applicant will be the charges as provided in this tanff. Where there is no an existing main available, the charges to the Applicant for the Company to extend its main to service the Applicant will be the actual cost, which will be recovered either through a Service Contract, Developer's Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval.

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share of the cost of such improvements.

WASTEWATER TARIFF

- (5) Allowance for Funds Prudently Invested (AFPI). The Company will collect commission-approved fee designed to cover the carrying costs of actual company investment in plant prudently constructed for future customer use. Such investment will include plant and may include distribution lines, and will be applicable to all NEW connections utilizing such plant. When application is made for service, AFPI charges will be collected at the same time that payment(s) are made for other Service Availability Charges. The AFPI Charge will increase for the maximum period allowed by the Commission, after which time it will remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERC's) equal or exceed the capacity of the plant for which the charge is being collected.
  - (6) <u>Inspection Fee</u>. See Subsection V(3)(b).
- VI. <u>SPECIAL CONDITIONS</u>. Under certain circumstances, as outlined below, special funding arrangements will be necessary or have been arranged for payment of the charges described in this Service Availability Policy.
- (1) Refundable Advances. Where extensions are required for contiguous properties for which service has not yet been provided (hereinafter "Qualified Property") and, where the Company determines that an extension is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers; a separate Refundable Advance Agreement may be undertaken by the Applicant and the Company, at the time of the request for service, temporarily defray the cost of any off-site extension of mains and other facilities necessary to provide service to the Applicant's property.
- (a) <u>Basis of Refundable Advance</u>. The amount of the refundable advance will be based on the actual cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with the Company's plans for service to the immediate surrounding area.
- (b) Charges paid by the Applicant. Charges paid by the Applicant over and above the Applicant's hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of a Commission-approved Refundable Advance Agreement which the Company will execute with the Applicant.
- (c) <u>Prorated Share of the Capacity</u>. The Company will collect fees from other Applicants of the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty (60) days of collection of said fees by the Company, a refund of said fees shall be made to the Applicant in accordance with the Refundable Advance Agreement.
- (d) <u>Limits on Refund</u>. Notwithstanding any other provisions of this section, the life of the Refundable Advance Agreement shall be as provided in the Agreement, after which time the balance of any possible refund not already made to the Applicant pursuant to the terms and conditions of the Refundable Advance Agreement will be retained by the Company and such Refundable Advance Agreement will be canceled. In no event shall an Applicant recover an amount (without interest) greater than the difference between the capitalized cost of such improvements and the Applicant's own hydraulic

RICK HUGUS
ISSUING OFFICER

#### TABLE OF DAILY FLOWS

Types of Establishment Estimated Daily Flows Apartments 250 gpd (1) Banquet Hall 25 gpd Bars and Cocktail Lounges 5 gpcd (2) Bathroom (non residential, per toilet or urinal) 300 gpd Beauty Shop (per seat) 170 gpd Boarding Schools (students and staff) 75 gpcd Boarding houses 75 gpcd Bowling Alleys (toilet wastes only, per lane) 100 gpd Church (per seat) 3 gpd Country Clubs (per member) 25 gpcd Day schools (with cafeteria, no gym or showers) 15 gpcd Day schools (with cafeteria, gym or showers) 25 gpcd Day workers at office and schools 20 gpcd Drive-in theaters (per car space) 5 gpd Factories (with showers) 30 apcd Factories (no showers) 10 gpd/100 sq ft. Funeral home 10 gpd/100 sq ft. Gas stations (no car wash) 450 gpd Hospitals (with laundry) 250 gpd/bed Hospitals (no laundry) 200 gpd/bed Hotels and Motels (per room and unit) 125 gpd Laundromat (per washing machine) 225 apd Mobile Home Parks (per trailer) 225 gpd Movie Theaters, Auditoriums, Churches (per seat) 3 gpd Nursing Homes 150 gpd/100 sq ft. Office Buildings 17 gpd/100 sq ft. Public Institutions (other than those listed herein) 75 apcd 50 gpd Restaurants and Cocktail Lounges (per seat) 50 gpd/100 sq ft. (350 gpd minimum) Restaurants (take-out) 35 gpd Restaurants (fast food, per seat) Single Family Residence 350 gpd Townhouse Residence 280 apcd Shopping Centers 17 gpd/100 sq ft. Stadiums, Frontons, Ball Parks, etc. (per seat) 3 apd Stores (without kitchen wastes) 5 gpd/100 sq ft. Speculative Buildings 30 gpd plus 10 gpd per 1000 sq ft. Warehouses 30 gpd pius 10 gpd per 1000 sq ft.

(1) gpd = gallons per day

(2) gpcd = gailons per capita per day

THE ABOVE ESTIMATED DAILY FLOWS WILL APPLY EXCEPT WHERE OTHERWISE INDICATED. HISTORICAL DATA SHOULD BE USED WHEN AVAILABLE.

RICK HUGUS
ISSUING OFFICER

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

#### WATER TARIFF

#### LOCAL OFFICE

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC. NAME OF COMPANY

6960 PROFESSIONAL PARKWAY EAST, SUITE 400

SARASOTA, FL 34240 ADDRESS OF COMPANY

PHONE: (941) 907-7400 - EMERGENCY: (800) 250-7532 (Business & Emergency Telephone Numbers)

## CORPORATE OFFICE

762 WEST LANCASTER AVENUE

BRYN MAWR, PA 19010

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

# JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

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Index of	
Rates and Charges Schedules	15.0
Rules and Regulations	6.0
Service Availability	28.0
Standard Forms	22.0
Technical Terms and Abbreviations	5.0
Territory Served	3.0

RICK HUGUS
ISSUING OFFICER

PRESIDENT

TITLE

## TERRITORY SERVED

CERTIFICATE NUMBER - 110-W

COUNTY - PASCO

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number	Date Issued	<u>Docket Number</u>	Filing Type
5605	12/27/72	C-72656-W	Original Certificate
23728	11/07/90	900291-WS	Transfer Certificate
PSC-99-0482-FOF-WS	03/08/99	981780-WS	Transfer Certificate

(Continued to Sheet No. 3.1)

RICK HUGUS ISSUING OFFICER

JASMINE LAKES UTILITIES CORPORATION d/b/a d/b/a AQUA UTILITIES FLORIDA, INC.

ORIGINAL SHEET NO. 3.1

WATER TARIFF

(Continued from Sheet No. 3.0)

#### DESCRIPTION OF TERRITORY SERVED

In Township 25 South, Range 16 East, Pasco County, Florida.

That portion of Sections 14, 15 and 16 being more particularly described as follows:

Commence at the Northwest corner of said Section 15; thence run South 0°14'40" West, a distance of 1680.03 feet; thence South 89°48'12" East, a distance of 24.08 feet for a Point of Beginning; thence continue South 89°48'12" East, a distance of 1284.63 feet; thence North 0°14'40" East, a distance of 334.62 feet; thence South 89°44'34" East, a distance of 1308.74 feet; thence South 89°54'36" East, a distance of 2623.16 feet; thence South 0°21'11" West, a distance of 1328.55 feet; thence South 89°43'05" East, a distance of 643.97 feet; thence South 03°16'30" West, a distance of 2641.28 feet; thence North 89°41'55" West, a distance of 475.00 feet; thence North 89°54'36" West, a distance of 2650.37 feet; thence North 0°15'00" East, a distance of 1645.51 feet; thence North 89°53'51" West, a distance of 2617.11 feet; thence North 89°45'23" West, a distance of 609.96 feet to the Easterly right-of-way line of U.S. #19 (SR #55); thence 2101.65 feet along said right-of-way line and along an arc of a curve to the left, said curve having a radius of 5803.87 feet and a chord of 2090.19 feet which bears North 17°54'00" East, to the Point of Beginning.

RICK HUGUS ISSUING OFFICER

## COMMUNITIES SERVED LISTING

County	Development	Rate Schedule(s)	
Name	<u>Name</u>	Available	Sheet No.
Pasco	All	All	16.0-21.0

#### 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" Jasmine Lakes Utilities Corporation
- 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 such 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 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 water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

ORIGINAL SHEET NO. 5.1

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 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.
- 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.
- "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 <u>"SERVICE LINES"</u> The pipe between the Company's mains and the point of collection and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

INDEX OF RULES AND REGULATIONS	Sheet Number:	Rule <u>Number:</u>
Access to Premises	10.0	13.0
Adjustment of Bills	13.0	23.0
Adjustment of Bills for Meter Error	13.0	24.0
All Water Through Meter	12.0	22.0
Applications by Agents	7.0	4.0
Billing Periods	10.0	15.0
Change of Customer's Installation	9.0	10.0
Change of Occupancy	12.0	19.0
Continuity of Service	9.0	8.0
Delinquent Bills	11.0	16.0
Extensions	8.0	6.0
Filing of Contracts	13.0	26.0
General Information	7.0	2.0
Held For Future Use	14.0	N/A
Inspections of Customer's Installation	10.0	11.0
Limitation of Use	8.0	7.0
Meters	12.0	21.0

(Continued to Sheet No. 6.1)

RICK HUC	GUS
ISSUING	OFFICER

PRESIDENT	
TITLE	

## JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

## ORIGINAL SHEET NO. 6.1

## WATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet <u>Number:</u>	Rule <u>Number:</u>
Meter Accuracy Requirements	13.0	25.0
Payment of Water and Wastewater Service Bills Concurrently	11.0	17.0
Policy Dispute	7.0	1.0
Protection of Company's Property	10.0	12.0
Right-of-Way or Easements	10.0	14.0
Signed Application Required	7.0	3.0
Tax Clause	11.0	18.0
Type and Maintenance	9.0	9.0
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Withholding Service	8.0	5.0

JASMINE LAKES UTILITIES CORPORATION d/b/a d/b/a AQUA UTILITIES FLORIDA, INC.

WATER 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 <u>GENERAL INFORMATION</u> 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 <u>SIGNED APPLICATION REQUIRED</u> Water 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 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 <u>APPLICATIONS BY AGENTS</u> Applications for water service requested by firms, partnerships, association, corporations, and others shall be rendered only by duly authorized parties. When water service is

(Continued to Sheet No. 8.0)

ORIGINAL SHEET NO. 8.0

WATER 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 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 <u>WITHHOLDING SERVICE</u> - 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>LIMITATION OF USE</u> 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 agents 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, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. 9.0)

ORIGINAL SHEET NO. 9.0

WATER TARIFF

(Continued from Sheet No. 8.0)

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 adjustment, 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 in accordance with Rule 25-30.250, Florida Administrative Code.

- 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 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.

(Continued to Sheet No. 10.0)

ORIGINAL SHEET NO. 10.0

#### WATER TARIFF

(Continued from Sheet No. 9.0)

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.

Not withstanding 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.

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.

- 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.
- 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.
- BILLING PERIODS Bills for water service will be rendered Monthly, 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)

ORIGINAL SHEET NO. 11.0

WATER TARIFF

(Continued from Sheet No. 10.0)

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 a five (5) day 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 payments 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 wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. 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.

(Continued to Sheet No. 12.0

(Continued from Sheet No. 11.0)

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 location to anther, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

Not withstanding 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 <u>UNAUTHORIZED CONNECTIONS</u> <u>WATER</u> 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 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.
- 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 <u>ALL WATER THROUGH METER</u> 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.

(Continued to Sheet No. 13.0)

(Continued from Sheet No. 12.0)

- 23.0 <u>ADJUSTMENT OF BILLS</u> When a customer has been overcharged or undercharged as a result if incorrect application of the rate schedule, incorrect reading of the meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350, Florida Administrative Code.
- 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.
- 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.
- 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)

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

ORIGINAL SHEET NO. 14.0

WATER TARIFF

HELD FOR FUTURE USE

RICK HUGUS
ISSUING OFFICER

PRESIDENT

TITLE

## INDEX OF RATE SCHEDULES

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General Service, GS	16.0
Meter Test Deposit	19.0
Miscellaneous Service Charges	20.0
Residential Service, RS	17.0
Service Availability Fees and Charges	21.0

RICK HUGUS ISSUING OFFICER

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

## GENERAL SERVICE - PASCO COUNTY

## RATE SCHEDULE GS

Available throughout the area served by the Company AVAILABILITY

in Pasco County.

For water service to all customers for which no other APPLICABILITY

schedule applies.

Subject to all of the Rules and Regulations of this LIMITATIONS

Tariff and General Rules and Regulations of the

Commission.

Monthly BILLING PERIOD -

RATE

<u>Meter Size</u>	Base	Facility Charge
5/8" x 3/4" 1" 1 ½" 2" 3" 4" 6"	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	9.02 22.58 45.13 72.21 144.41 225.67 451.33
8" 10"	\$	722.12
GALLONAGE CHARGE - Per 1,000 gallons	\$	3.09

MINIMUM CHARGE - Applicable Base Facility Charge

Bills are due and payable when rendered and become TERMS OF PAYMENT -

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 -Name Change

> RICK HUGUS ISSUING OFFICER

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

## RESIDENTIAL SERVICE - PASCO COUNTY

#### RATE SCHEDULE RS

<u>AVAILABILITY</u> - Available throughout the area served by the Company

in Pasco County.

<u>APPLICABILITY</u> - For water service for all purposes in private

residences and individually metered apartment units.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD - Monthly

RATE

<u>Meter Size</u>	Base Facility Charge	
5/8" x 3/4"	\$ 9.02	
1"	\$ 22.58	
1 ½"	\$ 45.13	
2 "	\$ 72.21	
3 "	\$ 144.41	
4 "	\$ 225.67	
6"	\$ 451.33	
8"	\$ 722.12	
GALLONAGE CHARGE - Per 1,000 gallons	\$ 3.09	

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

# FIRE PROTECTION CHARGE

AVAILABILITY	-	Available throughout the a in Charlotte County.	rea served by the Company
APPLICABILITY	-	For fire hydrants or fire or private property connecthe Company.	
LIMITATIONS	-	Subject to all of the Rule Tariff and General Rules Commission.	<del>-</del>
BILLING PERIOD		Monthly	
RATE			
		Meter Size	Base Facility Charge
		4" 6" 8"	\$ 75.22 \$ 150.46 \$ 240.72

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

#### SCHEDULE OF CUSTOMER DEPOSITS

<u>ESTABLISHMENT OF CREDIT</u> - Before rendering water service, the Company may require a deposit or guarantee satisfactory to the Company to secure the payment of bills; but such establishment of credit shall not relieve the customer from complying with the Company's rule for prompt payment.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following:

#### Residential and General Service

2 times the average or actual or estimated monthly bills for water and wastewater service.

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.

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 disconnected 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 <a href="December">December</a> each year.

EFFECTIVE DATE

TYPE OF FILING - Name Change

(Continued on Sheet No. 18.1)

RICK HUGUS ISSUING OFFICER

ORIGINAL SHEET NO. 18.1

WATER TARIFF

(Continued from Sheet No. 18.0)

<u>REFUND OF DEPOSIT</u> - 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 <u>not</u>, 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.

Upon final settlement of customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the Company of the applicable deposit receipt, or when the receipt cannot be produced, upon adequate identification.

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  $23 \, \text{months}$ .

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS ISSUING OFFICER

#### 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 schedule of fees and shall be in accordance with Rule 25-30.266, Florida Administrative Code.

METER SIZE		FEE
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 - Name Change

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#### MISCELLANEOUS SERVICE CHARGES

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

<u>INITIAL CONNECTION</u> - 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.

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS
ISSUING OFFICER

#### SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

DESCRIPTION	AMOUNT	REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.
Customer Connection (Tap-in) Charge 5/8" x 3/4" metered service 1" metered service 1 1/2" metered service 2" metered service 4" metered service	\$10.00 \$10.00 \$ \$ \$	
Inspection Fee	Actual Cost[1]	
Plan Review Charge	Actual Cost[1]	

## Backflow Prevention Device Installation Fee

<u>Meter Size</u>	Charge
5/8" x 3/4"	\$205.00
1"	290.00
1 1/2"	395.00
2"	490.00
Over 2"	Actual Cost

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

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# INDEX OF STANDARD FORMS

	Sheet No.
APPLICATION FOR METER INSTALLATION	25.0
APPLICATION FOR WATER SERVICE	24.0
COPY OF CUSTOMER'S BILL	26.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	23.0
HELD FOR FUTURE USE	27.0

# CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

RICK HUGUS
ISSUING OFFICER

#### APPLICATION FOR WATER AND/OR SEWER SERVICE

AQUA UTILITIES FLORIDA, INC 6960 Professional Parkway East, Suite 400 Sarasota, FL 34240 (941) 907-7400 (800) 250-7532

Please read and complete the form below. Indicate exactly how you would like the name on the account

A security deposit is required to establish an account with the utility company. The deposit will be charged on your first bill along with an account set up fee. This deposit shall not preclude the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to the Company, regardless of the sufficiency of the deposit to cover such indebtedness for service. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after 25 months of a satisfactory payment record. The utility company reserves the right to require a new deposit or increase a deposit amount due to an unsatisfactory payment record.

This application must be completed, signed and returned within 14 days of beginning service or service is subject to disconnection.

PLEASE PRINT				
Customer Name:				
Spouse Name:				
Service Address:				
Mailing Address (if different).				
CityState	e Zip			
Previous Address:				
Social Security No.:	Drivers License No			
Ocal Home Phone No.				
siness Phone No.: Alternate Phone No				
How many persons will be living in your household?	Date Service is to begun			
I (we) the undersigned agree to abide by the rules and the water and/or sewer bills in a prompt manner I (we and water fees due for connection to Aqua Utilities Flori	regulations of Aqua Utilities Florida, Inc. 1 (we) agree to pay ) have been informed of and agree to pay all connection fees da, Inc.			
Signature:	Date:			
Owner ( ) Tenant ( ) Agent ( ) Print Name	Phone.			
For Office Use Only				
Residential ( ) General Service ( ) Depo	sit and set up fee charged ( ) Date:			
Company Account Nu	mber CSR Initials			

RICK HUGUS
ISSUING OFFICER

RICK HUGUS
ISSUING OFFICER

PRESIDENT TITLE

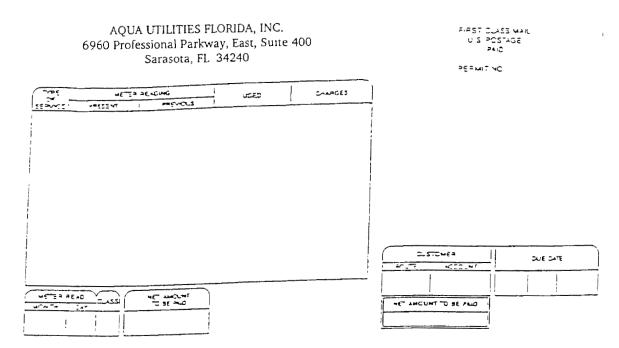
WATER TARIFF

# APPLICATION FOR METER INSTALLATION

AQUA UTILITIES FLORIDA, INC 6960 Professional Parkway, East, Suite 400 Sarasota, FL 34240

ME:		CCDUNT #:
EVICE ADDRESS:		
AILING ADDRESS:		V.,
UB-DIVISION:	tot #:	11.0cz f:
URN ON DATE:	METER #:	HETER READING:
LACE OF EMPLOYMENT:		PRONE #:
METER INSTALLATI	ON FEE:	
PLANT CAPACITY F		
STAND PIPE:		-
SERVICE DEPOSIT:		-
SERVICE FEE:		-
INTAL PAI	D: •	
MINTHLY BATES	\$10.73 have Facility Charg	
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stma m.	115.06 helore Commercian	
	·	the account, non-refundable.
ECOMPTET FEE		and prior to reconnection.  discommention of service for cause,
	including new payment of given prior to discension	bill. Tive days socice will be
HITTH CALCE HE	\$10,00 Per Check	
	Joe charged when check re additional book feet.	turned from bank, plus any
OFFICE HOURS	9:00 AR - ALDE PH HOWDAY - FRIDAY	PROMY NUMBERS: Office: (9041737-: After Newro: (9047737- F.P.S.C.: (9041488-
		the Bules and Begulations of
The undersigned does here this utility, as epproved guarantee payment of any	t by the Florida Public	Service Commission and does
this utility, as approved guarantee payment of any	t by the Florida Public and all indebteeness	Service Commission and does

## COPY OF CUSTOMER'S BILL



MAIL THIS STUB WITH YOUR PAYMENT

RICK HUGUS
ISSUING OFFICER

PRESIDENT

JASMINE LAKES UTILITIES CORPORATION ORIGINAL SHEET NO. 27.0 d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

HELD FOR FUTURE USE

RICK HUGUS ISSUING OFFICER

PRESIDENT

### INDEX OF SERVICE AVAILABILITY

Sheet No.

SCHEDULE OF FEES AND CHARGES Go to Sheet No. 21.0

SERVICE AVAILABILITY POLICY 29.0-29.1

TABLE OF DAILY FLOWS 30.0

> RICK HUGUS ISSUING OFFICER

PRESIDENT

#### SERVICE AVAILABILITY POLICY

The Utility will provide service to any customer within its certificated territory requesting same upon application or execution of a developer agreement and payment of the required meter installation charge and system capacity charges as listed on Sheet No. 21. of this tariff, and compliance with such other requirements as may be appropriate under the provisions of the Utility's tariff and the rules or statutes of the Florida Public Service Commission.

The developer will be required as a prerequisite to service to construct and donate to the Utility all on-site facilities, including on-site water and sewer line, services and fire hydrants. Such installations shall comply with the requirements imposed by the Utility.

The Utility may require the installation of a backflow prevention device in those cases where the Utility determines in its sole discretion that a customer's connection to the Utility's system poses or may pose a hazard to public health. To the extent that such hazard is created as a result of a cross-connection, the Utility will give the customer an opportunity to eliminate that cross-connection prior to requiring the installation of a backflow prevention device. To the extent that such backflow prevention device is required by the Utility, the customer shall install the device within the time period noted by the Utility in its notice to that customer. Failure by the customer to eliminate or remove the cross-connection, or to install a backflow prevention device as required by the Utility, shall result in the Utility discontinuing service until the potential contamination source is eliminated, or backflow prevention device is installed.

The Utility shall impose the following charges for installation of a backflow prevention device:

<u>Meter Size</u>	Charge
5/8" x 3/4"	\$205.00
1"	290.00
1 1/2"	395.00
2 "	490.00
Over 2"	Actual Cost

(Continued to Sheet No. 29.1)

ORIGINAL SHEET NO. 29.1

WATER TARIFF

(Continued from Sheet No. 29.0)

In cases where a backflow prevention device must be installed, a customer may choose to have a device as approved by the Utility installed by a third party. However, such installation shall be subject to inspection by the Utility before backfilling and covering. Each customer shall be responsible for continuing operation and maintenance of that backflow prevention device once installed, as well as being responsible for ensuring use of proper equipment approved by the Utility, installation in accordance with industry standards, and inspection and testing of backflow prevention device in accordance with applicable rules and industry standards. The customer shall provide proof to the Utility of compliance with all such equipment, installation, testing and maintenance requirements. Failure to do so, will result in the Utility discontinuing service until all such requirements are complied with.

RICK HUGUS
ISSUING OFFICER

# TABLE OF DAILY FLOWS

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

- [1] gpd gallons per day
- [2] gpcd gallons per capita per day

**RICK HUGUS** ISSUING OFFICER

# WASTEWATER TARIFF

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

#### WASTEWATER TARIFF

#### LOCAL OFFICE

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

NAME OF COMPANY

6960 PROFESSIONAL PARKWAY EAST, SUITE 400

SARASOTA, FL 34240
ADDRESS OF COMPANY

PHONE: (941) 907-7400 - EMERGENCY: (800) 250-7532 (Business & Emergency Telephone Numbers)

### CORPORATE OFFICE

762 WEST LANCASTER AVENUE

BRYN MAWR, PA 19010

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RICK HUGUS
ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 2.0

WASTEWATER TARIFF

## TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Index of	
Rates and Charges Schedules	16.0
Rules and Regulations	6.0
Service Availability	28.0
Standard Forms	22.0
Technical Terms and Abbreviations	5.0
Territory Served	3.0

RICK HUGUS ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 3.0

WASTEWATER TARIFF

#### TERRITORY SERVED

CERTIFICATE NUMBER - 83-S

COUNTY - PASCO

## COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number	<u>Date Issued</u>	<u>Docket Number</u>	Filing Type
5605 23728	12/27/72 11/07/90	C-72657-S 900291-WS	Original Certificate Transfer Certificate
PSC-99-0482-FOF-WS	03/08/99	981780-WS	Transfer Certificate

(Continued to Sheet No. 3.1)

RICK HUGUS
ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 3.1

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

#### DESCRIPTION OF TERRITORY SERVED

In Township 25 South, Range 16 East, Pasco County, Florida.

That portion of Sections 14, 15 and 16 being more particularly described as follows:

Commence at the Northwest corner of said Section 15; thence run South 0°14′40″ West, a distance of 1680.03 feet; thence South 89°48′12″ East, a distance of 24.08 feet for a Point of Beginning; thence continue South 89°48′12″ East, a distance of 1284.63 feet; thence North 0°14′40″ East, a distance of 334.62 feet; thence South 89°44′34″ East, a distance of 1308.74 feet; thence South 89°54′36″ East, a distance of 2623.16 feet; thence South 0°21′11″ West, a distance of 1328.55 feet; thence South 89°43′05″ East, a distance of 643.97 feet; thence South 03°16′30″ West, a distance of 2641.28 feet; thence North 89°41′55″ West, a distance of 475.00 feet; thence North 89°54′36″ West, a distance of 2650.37 feet; thence North 0°15′00″ East, a distance of 1645.51 feet; thence North 89°53′51″ West, a distance of 2617.11 feet; thence North 89°45′23″ West, a distance of 609.96 feet to the Easterly right-of-way line of U.S. #19 (SR #55); thence 2101.65 feet along said right-of-way line and along an arc of a curve to the left, said curve having a radius of 5803.87 feet and a chord of 2090.19 feet which bears North 17°54′00″ East, to the Point of Beginning.

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ORIGINAL SHEET NO. 4.0

WASTEWATER TARIFF

## COMMUNITIES SERVED LISTING

County Name	DevelopmentName	Rate Schedule(s) <u>Available</u>	Sheet No.	
Pasco	All	All	17.0-21.0	

RICK HUGUS
ISSUING OFFICER

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 <u>"COMMISSION"</u> "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" Jasmine Lakes Utilities Corporation.
- 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)

ORIGINAL SHEET NO. 5.1

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.
- 11.0 <u>"RATE SCHEDULE"</u> 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 and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

#### WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS	Sheet Number:	Rule <u>Number:</u>
Access to Premises	10.0	13.0
Adjustment of Bills	12.0	21.0
Applications by Agents	7.0	4.0
Billing Periods	10.0	15.0
Change of Customer's Installation	9.0	10.0
Change of Occupancy	11.0	19.0
Continuity of Service	9.0	8.0
Delinquent Bills	11.0	16.0
Evidence of Consumption	13.0	23.0
Extensions	8.0	6.0
Filing of Contracts	13.0	22.0
General Information	7.0	2.0
Held For Future Use	14.0-15.0	N/A
Inspections of Customer's Installation	9.0	11.0
Limitation of Use	8.0	7.0
Payment of Water and Wastewater Service Bills Concurrently	11.0	17.0
Policy Dispute	7.0	1.0

(Continued to Sheet No. 6.1)

RICK	HUÇ	3US	
TCCIII	INC	OFF	ידריהים

PRESIDENT	
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# ORIGINAL SHEET NO. 6.1

#### WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet Number:	Rule <u>Number:</u>
Protection of Company's Property	10.0	12.0
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Tax Clause	11.0	18.0
Type and Maintenance	9.0	9.0
Unauthorized Connections - Wastewater	12.0	20.0
Withholding Service	8.0	5.0

WASTEWATER TARIFF

#### RULES AND REGULATIONS

- 1.0 <u>POLICY DISPUTE</u> 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 <u>GENERAL INFORMATION</u> 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 <u>SIGNED APPLICATION REQUIRED</u> - 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 is 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.

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 <u>APPLICATIONS BY AGENTS</u> - Applications for wastewater service requested by firms, partnerships, association, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is

(Continued to Sheet No. 8.0)

ORIGINAL SHEET NO. 8.0

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 <u>WITHHOLDING SERVICE</u> - 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 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines. In no case shall a customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property 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 wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. 9.0)

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 adjustment, 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 in accordance with Rule 25-30.250, Florida Administrative Code.

- 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 may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and

(Continued to Sheet No. 10.0)

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.

Not withstanding 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 <u>PROTECTION OF COMPANY'S PROPERTY</u> - 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.

- 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.
- BILLING PERIODS Bills for wastewater service will be rendered Monthly, 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)

ORIGINAL SHEET NO. 11.0

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

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 a five (5) day 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 payments 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.

- 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 <u>CHANGE OF OCCUPANCY</u> When a change of occupancy takes place on any premises supplied by the Company with wastewater service, <u>written</u> notice thereof shall be given at the office of the Company not less

(Continued to Sheet No. 12.0)

ORIGINAL SHEET NO. 12.0

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all wastewater 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 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 location to anther, if both locations are supplied wastewater service by the Company; the customer's deposit may not be transferred from one name to another.

Not withstanding the above, the Company will accept telephone orders, for the convenience of its customer's, 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 <u>UNAUTHORIZED CONNECTIONS</u> <u>WASTEWATER</u> 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 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 <u>ADJUSTMENT OF BILLS</u> When a customer has been overcharged or undercharged as a result if incorrect application of the rate schedule, incorrect reading of the meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350, Florida Administrative Code.

(Continued to Sheet No. 13.0)

ORIGINAL SHEET NO. 13.0

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

- 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 <u>EVIDENCE OF CONSUMPTION</u> The initiation or continuation or resumption of water service to the customer' premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

ORIGINAL SHEET NO. 14.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

RICK HUGUS

ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 15.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

RICK HUGUS

ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 16.0

WASTEWATER TARIFF

# INDEX OF RATE SCHEDULES

	Sheet Number
Customer Deposits	19.0-19.1
General Service, GS	17.0
Miscellaneous Service Charges	20.0
Residential Service, RS	18.0
Service Availability Fees and Charges	21.0

RICK HUGUS ISSUING OFFICER

PRESIDENT

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

# GENERAL SERVICE -- PASCO COUNTY

## 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.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD - Monthly

RATE

	<u>Meter Size</u>	<u>Base</u>	Facility Charge
	5/8" x 3/4"	\$	10.50
	1"	\$	26.19
	1 ½"	\$	52.38
	2"	\$	83.83
	3"	\$	167.64
	4 "	\$	261.93
	6"	\$	523.90
	8 "	\$	838.21
GALLONAGE CHARGE -	Per 1,000 gallons	\$	3.18

MINIMUM CHARGE - \$ 10.50

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 -

TYPE OF FILING - Name Change

RICK HUGUS
ISSUING OFFICER

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

# RESIDENTIAL SERVICE -- PASCO COUNTY

# RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private

residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD - Monthly

RATE

Meter Size Base Facility Charge

All Meter Sizes \$ 10.50

GALLONAGE CHARGE - Per 1,000 gallons \$ 2.64

(6,000 gallon maximum)

MINIMUM CHARGE - \$ 10.50

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 -

TYPE OF FILING - Name Change

RICK HUGUS
ISSUING OFFICER

PRESIDENT

WASTEWATER TARIFF

#### SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require a deposit or guarantee satisfactory to the Company to secure the payment of bills; but such establishment of credit shall not relieve the customer from complying with the Company's rule for prompt payment.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following:

#### Residential and General Service

2 times the average or actual or estimated monthly bills for water and wastewater service.

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.

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 disconnected 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 December each year.

(Continued on Sheet No. 19.1)

RICK HUGUS
ISSUING OFFICER

JASMINE LAKES UTILITIES CORPORATION d/b/a d/b/a AQUA UTILITIES FLORIDA, INC.

ORIGINAL SHEET NO. 19.1

WASTEWATER TARIFF

(Continued from Sheet No. 19.0)

<u>REFUND OF DEPOSIT</u> - 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 <u>not</u>, 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.

Upon final settlement of customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the Company of the applicable deposit receipt, or when the receipt cannot be produced, upon adequate identification.

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 - Name Change

RICK HUGUS ISSUING OFFICER

WASTEWATER TARIFF

#### MISCELLANEOUS SERVICE CHARGES

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

<u>INITIAL CONNECTION</u> - 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.

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS ISSUING OFFICER

# JASMINE LAKES UTILITIES CORPORATION d/b/a d/b/a AQUA UTILITIES FLORIDA, INC.

ORIGINAL SHEET NO. 21.0

WASTEWATER TARIFF

# SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO SERVICE

AVAIL. POLICY
DESCRIPTION
AMOUNTSHEET NO./RULE NO.

Customer Connection (Tap-in) Charge 5/8" x 3/4" metered service

5/8" x 3/4" metered service \$10.00 1" metered service \$10.00

Inspection Fee Actual Cost[1]

Plan Review Charge Actual Cost[1]

# Backflow Prevention Device Installation Fee

Meter Size	Charge
5/8" x 3/4"	\$205.00 290.00
1 1/2"	395.00
2"	490.00
Over 2"	Actual Cost

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS ISSUING OFFICER

# JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

ORIGINAL SHEET NO. 22.0

WASTEWATER TARIFF

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COPY OF CUSTOMER'S BILL	26.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	23.0
HELD FOR FUTURE USE	25.0 and 27.0

RICK HUGUS
ISSUING OFFICER

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

ORIGINAL SHEET NO. 23.0

WASTEWATER TARIFF

# CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

RICK HUGUS
ISSUING OFFICER

PRESIDENT

PRESIDENT TITLE

WASTEWATER TARIFF

#### APPLICATION FOR WATER AND/OR SEWER SERVICE

AQUA UTILITIES FLORIDA, INC. 6960 Professional Parkway East, Suite 400 Sarasota, FL 34240 (941) 907-7400 (800) 250-7532

Please read and complete the form below. Indicate exactly how you would like the name on the account.

A security deposit is required to establish an account with the utility company. The deposit will be charged on your first bill along with an account set up fee. This deposit shall not preclude the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to the Company, regardless of the sufficiency of the deposit to cover such indebtedness for service. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after 25 months of a satisfactory payment record. The utility company reserves the right to require a new deposit or increase a deposit amount due to an unsatisfactory payment record.

This application must be completed, signed and returned within 14 days of beginning service or service is subject to disconnection.

PLEASE PRINT		
Customer Name:		
Spouse Name:		
Service Address:		
Mailing Address (if different):		
City	State	Zip
Previous Address:		
Social Security No.:	Drivers License No.:	
Local Home Phone No.:	Other Home Phone No.:	
Business Phone No.:	Alternate Phone No.:	
How many persons will be living in your ho	ousehold? Date Service i	s to begin:
I (we) the undersigned agree to abide by the water and/or sewer bills in a prompt m and water fees due for connection to Aqua	anner. I (we) have been informed of a	
Signature:	Date <sup>.</sup>	·
Owner ( ) Tenant ( ) Agent ( ) Print l	Name	Phone:
For Office Use Only		
Residential ( ) General Service ( )	Deposit and set up fee charged	d ( ) Date:
Company	Account Number	CSR Initials
		RICK HUGUS
		ISSUING OFFICER

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

ORIGINAL SHEET NO. 25.0

WASTEWATER TARIFF

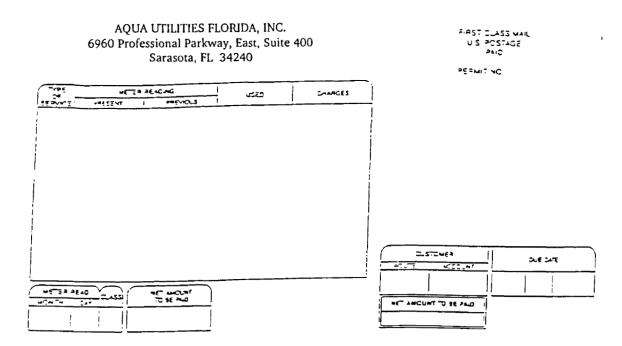
HELD FOR FUTURE USE

RICK HUGUS ISSUING OFFICER

PRESIDENT

WASTEWATER TARIFF

## COPY OF CUSTOMER'S BILL



MAIL THIS STUB WITH YOUR PAYMENT

RICK HUGUS
ISSUING OFFICER

JASMINE LAKES UTILITIES CORPORATION d/b/a AQUA UTILITIES FLORIDA, INC.

ORIGINAL SHEET NO. 27.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

RICK HUGUS
ISSUING OFFICER

PRESIDENT

WASTEWATER TARIFF

# INDEX OF SERVICE AVAILABILITY

Sheet No.

SCHEDULE OF FEES AND CHARGES Go to Sheet No. 21.0

SERVICE AVAILABILITY POLICY 29.0-29.1

TABLE OF DAILY FLOWS 30.0

RICK HUGUS
ISSUING OFFICER

PRESIDENT

WASTEWATER TARIFF

# SERVICE AVAILABILITY POLICY

The Utility will provide service to any customer within its certificated territory requesting same upon application or execution of a developer agreement and payment of the required meter installation charge and system capacity charges as listed on Sheet No. 21. of this tariff, and compliance with such other requirements as may be appropriate under the provisions of the Utility's tariff and the rules or statutes of the Florida Public Service Commission.

The developer will be required as a prerequisite to service to construct and donate to the Utility all on-site facilities, including on-site water and sewer line, services and fire hydrants. Such installations shall comply with the requirements imposed by the Utility.

The Utility may require the installation of a backflow prevention device in those cases where the Utility determines in its sole discretion that a customer's connection to the Utility's system poses or may pose a hazard to public health. To the extent that such hazard is created as a result of a cross-connection, the Utility will give the customer an opportunity to eliminate that cross-connection prior to requiring the installation of a backflow prevention device. To the extent that such backflow prevention device is required by the Utility, the customer shall install the device within the time period noted by the Utility in its notice to that customer. Failure by the customer to eliminate or remove the cross-connection, or to install a backflow prevention device as required by the Utility, shall result in the Utility discontinuing service until the potential contamination source is eliminated, or backflow prevention device is installed.

The Utility shall impose the following charges for installation of a backflow prevention device:

<u>Meter Size</u>	Charge
5/8" x 3/4"	\$205.00
1"	290.00
1 1/2"	395.00
2"	490.00
Over 2"	Actual Cost

(Continued to Sheet No. 29.1)

EFFECTIVE DATE - .

TYPE OF FILING - Name Change

RICK HUGUS ISSUING OFFICER

JASMINE LAKES UTILITIES CORPORATION d/b/a d/b/a AQUA UTILITIES FLORIDA, INC.

ORIGINAL SHEET NO. 29.1

WASTEWATER TARIFF

(Continued from Sheet No. 29.0)

In cases where a backflow prevention device must be installed, a customer may choose to have a device as approved by the Utility installed by a third party. However, such installation shall be subject to inspection by the Utility before backfilling and covering. Each customer shall be responsible for continuing operation and maintenance of that backflow prevention device once installed, as well as being responsible for ensuring use of proper equipment approved by the Utility, installation in accordance with industry standards, and inspection and testing of backflow prevention device in accordance with applicable rules and industry standards. The customer shall provide proof to the Utility of compliance with all such equipment, installation, testing and maintenance requirements. Failure to do so, will result in the Utility discontinuing service until all such requirements are complied with.

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS
ISSUING OFFICER

WASTEWATER TARIFF

#### TABLE OF DAILY FLOWS

Types of Building Usages	J	Est	<u>:in</u>	<u>1a t</u>	<u>ted</u>	_ Da	<u>ail</u>	<u>y Fl</u>	<u>ows</u>	[3]
	_		-							
Apartments									pď	
Bars and Cocktail Lounges									pcd	[2]
Boarding Schools (Students and Staff)									pcd	
Bowling Alleys (toilet wastes only, per lane)								q	pđ	
Country Clubs (per member)									pcd	
Day Schools (Students and Staff)								_	pcd	
Drive In Theaters (per car space)								_	pd	
Factories (with showers)	•	•		-	Ĭ					
Factories (no showers)	•	•	•	•	•	•	md	/100	SO.	. ft
Hospitals, with laundry	٠	•	•	•	•	-	,,,,,	, 100	nd/h	hed
dospitals, with laundry	•	•	•	•	•	•	•	9	pd/1	ned
Hospitals, no laundry	٠	•	•	•	٠.		/~~		pu, 1	nit
Hotels and Motels	•	•	•	•	_ 9	pu				
Laundromat	•	٠	•	2	Tba	/ Wa	ısn	ing	macr	line
Mobile Home Parks	•	•	•	•	•	•	•	àba\	crai	.ier
Movie Theaters, Auditoriums, Churches (per seat) .	•	•	•	•	٠		• •	<i>(</i> :		aba
Nursing Homes	•	•	•	•	•	. 9	ΉDα	/100	sq.	. IL
Office Buildings	•	•	•	•	٠	9	πq	/100	sq.	. IT
Public Institutions (other than those listed herein)		•	•	٠	•		•	9.	pca	
Restaurants (per seat)	•	•	•	•	•		•	9	рса	
Single Family Residential					•			g	ρđ	
Townhouse Residence					•			91	p ot	
Sradiums, Frontons, Ball Parks, etc. (per seat)								97	pd	
Stores (without kitchen wastes)			•		•	9	πpd	/100	sq.	ft
Speculative Buildings					•	9	pф	/100	sq.	It
Warehouses					-			_ gp∙	a bi	us
				c	md.	/10	00	sq.	ft	

- [1] gpd gallons per day
- [2] gpcd gallons per capita per day
- [3] If historical data is unavailable, a rough estimate for the daily flow of residential wastewater can be calculated by taking 80% of the corresponding water usage. However, it is recommended that historical data of actual wastewater flow be used. A similar estimate for the daily flow of commercial wastewater can be calculated by taking 100% of the corresponding commercial water usage.

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS ISSUING OFFICER

# WATER TARIFF

OCALA OAKS UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

# WATER TARIFF

## LOCAL OFFICE

OCALA OAKS UTILITY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. NAME OF COMPANY

6960 PROFESSIONAL PARKWAY EAST, SUITE 400

SARASOTA, FL 34240
ADDRESS OF COMPANY

PHONE: (941) 907-7400 - EMERGENCY: (800) 250-7532 (Business & Emergency Telephone Numbers)

## CORPORATE OFFICE

762 WEST LANCASTER AVENUE

BRYN MAWR, PA 19010

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RICK HUGUS
ISSUING OFFICER

PRESIDENT

WATER TARIFF

# WATER TARIFF

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RICK HUGUS ISSUING OFFICER

WATER TARIFF

## TERRITORY AUTHORITY

CERTIFICATE NUMBER - 346-W

<u>COUNTY</u> - MARION

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type
10471	12/23/81	810470-W	ORIGINAL
12455	09/07/83	830283-W	AMENDMENT
14000	01/14/85	840107-W	AMENDMENT
14178	03/14/85	850047-WU	AMENDMENT
14474	06/17/85	850119-WU	AMENDMENT
15294	10/24/85	850449-WU	AMENDMENT
16487	08/19/86	860923-WU	AMENDMENT
PSC-93-0343-FOF-WU	03/08/93	921071-WU	AMENDMENT
PSC-94-0988-FOF-WU	08/15/94	930950-WU	AMENDMENT
PSC-99-1925-PAA-WU	09/28/99	981030-WU	PARTIAL TRANSFER
PSC-99-2499-FOF-WU	12/21/99	981907-WU	TRANSFER MAJORITY
	, ,		ORGANIZATIONAL
			CONTROL

(Continued to Sheet No. 3.1)

RICK HUGUS ISSUING OFFICER

WATER TARIFF

(Continued from Sheet No. 3.0)

#### DESCRIPTION OF TERRITORY SERVED

Order No. 10471

Township 14 South Range 22E

Ocala Oaks

The SW % of the NE % and the NW % of the SE %; and the SW % of the SE %, except the West 724.00' and except the North 130' of the South 155' of the East 85' and except the South 25' for road right-of-way; all being in Section 33 - Township 14 S- Range 22 E, Marion County, Florida and also:

WRIGHT HEIGHTS

The SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 33, Township 14 S, Range 22 E and also:

SUGAR HILLS

The SW % of the NW % of the NW % of Section 34, Township 14 S, Range 22 E, except for road right-of-way and also:

SUGAR HILLS - 1ST ADDITION

East % of the East % of the NE % of Section 33, Township 14 S, Range 22 East, except the East 25' for road thereof; and except the North 175' thereof, lying and being situate in Marion County, Florida.

Township 15 South Range 22E

WOODLAND PLACE

The E % of the SW % of Section 33, Township 15 South, Range 22 East, Marion County, Florida, except the S 30'; and the N 480' of the S 660' of the E 280'; and the N 480' of the S 660' of the W 140' of the E 480'; and including the E % of the NE % of the NW % of the SW % except the W 40' thereof and also:

BELLEAIR

The NE % of the NW % of Section 25, Township 15 South, Range 22 East Marion County, Florida and also:

(Continued to Sheet No. 3.2)

RICK HUGUS
ISSUING OFFICER

ORIGINAL SHEET NO. 3.2

WATER TARIFF

(Continued from Sheet No. 3.1)

# DESCRIPTION OF TERRITORY SERVED

PINE OAK

West Half (W%) of Southwest Quarter (SW%) of Southeast Quarter (SE%) of Southwest Quarter (SW%) of Section 24, Township 15 South, Range 22 East; containing five acres, more or less.

TOWNSHIP 17 SOUTH, RANGE 22E FAIRFAX

The West % of the East % of the NE % of Section 14, Township 17 South, Range 22 East, except the West % of the SE % of the NE % and except the NW % of the NE % of the NE % and also:

FAIRFAX NORTH

The NW % of the NE % of the NE % of Section 14, Township 17 South, Range 22 East, Marion County, Florida, and containing 10.06 acres more or less and also:

MARION HILLS

E % of W % of NE % of NW % of Section 13, Township 17 South, Range 22 East, less N 25' for R/W all being in Marion County, Florida.

TOWNSHIP 16 SOUTH, RANGE 23E

BELLEVIEW HILLS

The West ½ of the NW ¼ of the NE ¼ of Section 3, Township 17 South, Range 23 East and commencing at the North ¼ Corner of said Section 3, thence proceed East along the North boundary of said Section 3, 266.98' for the Point of Beginning; thence North 462.65' to the Southerly R/W of Alternate U.S. 27 - 441 (State Highway 25); thence along said Southerly Right-of-Way, 347.93'; thence departing from said Right-of-Way S 00° 36' 36" W, 348.44'; thence West, 330.00' to the Point of Beginning, being in Section 34, Township 16 South, Range 23 East.

(Continued to Sheet No. 3.3)

RICK HUGUS
ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 3.3

WATER TARIFF

(Continued from Sheet No. 3.2)

## DESCRIPTION OF TERRITORY SERVED

TOWNSHIP 14 SOUTH, RANGE 22E

CHAPPEL HILLS

The North % of the NE % of the SE % Section 28, Township 14 South, Range 22 E, Marion County, Florida, EXCEPT Road right-of-way.

TOWNSHIP 15 SOUTH, RANGE 21E

RIDGE MEADOWS

The East % of the SW % of the SW % of Section 9, Township 15 South, Range 21 East Marion County, Florida

TOWNSHIP 14 SOUTH, RANGE 21E

WESTVIEW

The SW % of the NW % of Section 36, Township 14 South, Range 21 East; EXCEPT the South 466.69' of the West 466.69'; AND EXCEPT the South 25' for road right-of-way; AND EXCEPT the South 298' of the East 298'; AND EXCEPT the West 343.5' of the East 641.5'; AND EXCEPT the North 295.16' of the South 761.85' of the West 295.16'; AND EXCEPT the South 660' of the North 810' of the East 330'; AND EXCEPT the North 298.5' of the South 1060.35' of the West 298.5'; AND EXCEPT the North 100' of the West 460.60'; AND EXCEPT the South 105.24' of the North 255.24' of the West 460.60'.

(Continued to Sheet No. 3.4)

RICK HUGUS
ISSUING OFFICER

ORIGINAL SHEET NO. 3.4

WATER TARIFF

(Continued from Sheet No. 3.3)

# DESCRIPTION OF TERRITORY SERVED

Order No. 12455

Township 14 South, Range 21 East

# Section 36

The South 467 feet of the West 467 feet of the Southwest 1/4 of the Northwest 1/4 of said Section 36.

(Continued to Sheet No. 3.5)

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

(Continued from Sheet No. 3.4)

## DESCRIPTION OF TERRITORY SERVED

Order No. 14000

Township 15 South, Range 22 East

#### Section 24

The South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 24.

#### Section 25

That portion of the Northwest 1/4 of the Northeast 1/4 of said Section 25 more particularly described as follows:

Begin at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 25, thence South 00°02'00" East along the East boundary a distance of 25 feet, thence South 89°53'35" West a distance of 105 feet, thence North 34°16'20" West a distance of 30 feet to the North boundary, thence North 90°53'35" East along the North boundary a distance of 122 feet to the Point of Beginning.

AND

Beginning at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 25, thence North 89°53'35" East along the North boundary a distance of 65 feet, thence South 30°23'41" West a distance of 128 feet to the West boundary, thence North 00°12'41" West along the West boundary 110 feet to the Point of Beginning.

(Continued to Sheet No. 3.6)

RICK HUGUS
ISSUING OFFICER

ORIGINAL SHEET NO. 3.6

WATER TARIFF

(Continued from Sheet No. 3.5)

## DESCRIPTION OF TERRITORY SERVED

Order No. 14178

Township 17 South, Range 23 East

#### SECTION 03

The East % of the Northwest % of the Northeast % of said Section 03.

Township 16 South, Range 23 East

#### SECTION 34

Commence at the South % corner of said Section 34; thence along the South line of said section run North 89°54'00" East a distance of 696.58 feet to the Point of Beginning; thence North 00°36'36" East a distance of 313.77 feet to a point on the South R-O-W line of Old U.S. Highway 441 (100 foot r-o-w); thence along said R-O-W South 70°54'06" East a distance of 210.87 feet; thence South 00°36'36" West a distance of 244.42 feet to a point on the South line of said Section 34; thence along said South line South 89°54'00" West a distance of 200 feet to the Point of Beginning.

(Continued to Sheet No. 3.7)

RICK HUGUS
ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 3.7

WATER TARIFF

(Continued from Sheet No. 3.6)

# DESCRIPTION OF TERRITORY SERVED

Order No. 14474

TOWNSHIP 14 SOUTH, RANGE 22 EAST

# SECTION 33

The Southeast 1/4 of the Southwest 1/4 LESS AND EXCEPT the South 660 feet of the East 480 feet of the Southeast 1/4 of the Southwest 1/4, and the South 30 feet thereof.

(Continued to Sheet No. 3.8)

RICK HUGUS
ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 3.8

WATER TARIFF

(Continued from Sheet No. 3.7)

## DESCRIPTION OF TERRITORY SERVED

Order No. 15294

Township 15 South, Range 22 East

#### Section 24

Commence at the S.E. corner of the S.W. 1/4 of said Section 24; thence N. 00°12'00" W., along the East boundary of the S.W. 1/4, 317.19 feet, said bearing of East boundary also being described as "N. 00°46'09" E." in the O.R. Book 1097, page 738 and O.R. Book 1093, page 621; thence S. 88°45'27" W., 666.01 feet to the West boundary of the S.E. 1/4 of the S.E. 1/4 of the S.W. 1/4 of said Section 24; said bearing also being described as "S. 89°43'36" W." in O.R. Book 1097, page 738 and O.R. Book 1093, page 621; thence S. 00°04'51" E., along the West boundary of said S.E. 1/4 of the S.E. 1/4 of the S.W. 1/4, 303.40 feet to the Southwest corner thereof; thence N. 89°56'39" E., along the South boundary of the aforementioned S.E. 1/4 of S.E. 1/4 of S.W. 1/4, 666.53 feet to the Point of Beginning.

Containing 4.746 acres

Township 16 South Range 23 East

## Section 34

The S.E. 1/4 of the S.W. 1/4 of said Section 34, lying South of S.E. County Road No. C-25;

LESS

the N.E. 1/4 of the S.E. 1/4 of the S.W. 1/4 thereof.

(Continued to Sheet No. 3.9)

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

(Continued from Sheet No. 3.8)

## DESCRIPTION OF TERRITORY SERVED

Order No. 16487

East 1/2 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 24, Township 15 South, Range 22 East; except the West 264 feet of the SE 1/4 of the SW 1/4 of SE 1/4 of SW 1/4, Section 24, Township 15 South, Range 22 East, Marion County, Florida.

and the West 264 feet of the SE 1/4 of the SW 1/4 of the SE 1/4 of the SW 1/4, Section 24, Township 15 South, Range 22 East

and East 1/2 of the NW 1/4 of the SE 1/4 of SW 1/4 and North 1/2 of the NE 1/4 of the SE 1/4 of the SW 1/4, lying in Section 24, Township 15 South, Range 22 East, and containing ten (10) acres.

(Continued to Sheet No. 3.10)

RICK HUGUS
ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 3.10

WATER TARIFF

(Continued from Sheet No. 3.9)

## DESCRIPTION OF TERRITORY SERVED

Order No. 22978

Township 14 South, Range 22 East, Section 33

For the point of reference commence at the Northeast corner of the Southwest 1/4 of Section 33, Township 14 South, Range 22 East; thence S 00°01′54″ W along the West boundary of Ocala Oaks Unit 2 (PB. "T", PG. 76) 1159.79 feet to the North boundary of Woodland Place (PB "U", PG 2); thence along said North boundary of Woodland Place S 89°57′02″ W, 185.04 feet; thence S 00°04′07″W, 3 84 feet; thence S 89°56′29″W, 388.00 feet; thence S 00°04′07″W, 125.00 feet to the North right-of-way of Northeast 38th Place (60′R/W); thence along said right-of-way S 89°56′29″W, 755.06 feet to a point on the East boundary of McCoy's Subdivision (unrecorded) thence along said east boundary of McCoy's Subdivision N 00°01′52″E, 1289.15 feet to Northeast corner of Northwest 1/4 of the Southwest 1/4 of said Section 33, Township 14 South, Range 22 East; thence along said North boundary line N89°57′53″ E, 1328.23 feet to the point of beginning.

and

The East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 14 South, Range 22 East, Marion County, Florida.

Containing 57 77 acres more or less.

(Continued to Sheet No. 3.11)

RICK HUGUS
ISSUING OFFICER

ORIGINAL SHEET NO. 3.11

WATER TARIFF

(Continued from Sheet No. 3.10)

# DESCRIPTION OF TERRITORY SERVED

Order No. PSC-93-0343-FOF-WU

#### AREA A

Township 14 South, Range 22 East In Section 32 and 33

For a Point of Reference commence at the Southeast corner of the Northeast 1/4 of Section 32, Township 14 South, Range 22 East; thence along East boundary of said Section 32 North 00°00'39" West, 661.29 feet to the Point of Beginning (POB), thence continue North 00°00'39" West, 661.29 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 32; thence along the north boundary of said Southeast 1/4 of the Northeast 1/4 South 89°53'53" West, 162.97 feet to a Point on the Easterly Right-of-Way of Alternative U.S. Highway 301 (100' R/W); thence along said Right-of-Way South 13°49'41" West, 680.83 feet; thence North 89°58'58" East, 325.82 feet to the P O.B. containing 3.71 acres more or less. And the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 33. Containing 5.04 acres more or less.

#### AREA B

Township 14 South, Range 22 East In Section 33

The West 626 feet of the East 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4.

(Continued to Sheet No. 3.12)

RICK HUGUS
ISSUING OFFICER

ORIGINAL SHEET NO. 3.12

WATER TARIFF

(Continued from Sheet No. 3.11)

## DESCRIPTION OF TERRITORY SERVED

Order No. PSC-93-0343-FOF-WU

#### AREA C

Township 14 South, Range 22 East In Section 32 and 33

Commence at the Southeast corner of the Northeast 1/4 of Section 32, Township 14 South, Range 22 East; thence due North 661.29; thence due West 325.82 feet to the Easterly Right-of-Way of Alternative U.S. Highway 301 (100' R/W); thence South 13°35'39" West 680.49 feet; thence due East 485.89 feet to the Point of Commencement. And the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 33, Township 14 South, Range 22 East.

#### AREA D

Township 14 South, Range 22 East In Section 33

For a Point of Reference commence at the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 14 South, Range 22 East; thence North 00°03'19" East along the East boundary of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 33, 30.00 feet to a Point on the North Right-of-Way of NE 42nd Street (60' R/W) and the Point of Beginning (P.O.B.); thence continue along said East boundary North 00°03'19" East, 298.93 feet; thence depart from said boundary South 89°56'36" West, 129.33 feet; thence North 00°01'58" East, 270.00 feet; thence North 89°56'36" East, 129.43 feet to a Point on the Aforementioned East Boundary; thence North 00°03'19" East, 61.73 feet to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 33; thence South 89°58'58" West, 1,328.74 feet to the Northwest corner of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 33; thence South 00°00'40" West along the West boundary of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 33, 631.08 feet to a Point on the North Right-of-Way of N.E. 42nd Street (60'R/W); thence North 89°57'53" East, along said North Right-of-Way, 1,328.26 feet to the P O B.

(Continued to Sheet No. 3.13)

RICK HUGUS
ISSUING OFFICER

PRESIDENT

WATER TARIFF

(Continued from Sheet No. 3.12)

## DESCRIPTION OF TERRITORY SERVED

Order No. PSC-93-0343-FOF-WU

#### AREA E

Township 14 South, Range 22 East In Section 33

For the Point of Beginning (P.O.B.) commence at the Northwest corner of the Southwest 1/4 of Section 33, Township 14 South, Range 22 East, Marion County, Florida; thence along the West boundary of Section 33, Township 14 South, Range 22 East South 00°01'47" West, 992.10 feet to the North Right-of-Way of Northeast 39th Street (50' R/W); thence along said North Right-of-Way North 89°56'49" East, 996.15 feet to the West boundary of McCoys Subdivision Unrecorded; thence along said West boundary North 00°01'51" East, 991.79 feet to the North boundary line of the Southwest 1/4, Section 33, Township 14 South, Range 22 East; thence along said North boundary South 89°57'53" West, 996.17 feet to the P.O.B.

(Continued to Sheet No. 3.14)

RICK HUGUS
ISSUING OFFICER

ORIGINAL SHEET NO. 3.14

WATER TARIFF

(Continued from Sheet No. 3.13)

#### DESCRIPTION OF TERRITORY SERVED

Order No. PSC-94-0988-FOF-WU

#### BELLEVIEW HILLS ESTATES

That part of the South ½ of NW 1/4 of NE 1/4 lying West of U.S. Highway No. 301, and the NW 1/4 except the East 348.50 feet of the South 1017.50 feet thereof and except the East 525.00 feet of the West 1016.25 feet of the South 210.00 feet thereof, all being in the Section 18, Township 17 South, Range 23 East, Marion County, Florida.

(Continued to Sheet No. 3.15)

RICK HUGUS ISSUING OFFICER

ORIGINAL SHEET NO. 3.15

WATER TARIFF

(Continued from Sheet No. 3.14)

## DESCRIPTION OF TERRITORY SERVED

Order No. PSC-99-1925-PAA-WU

#### HAWKS POINT SUBDIVISION

The SE 1/4 of Section 26, Township 16 South, Range 22 East, Marion County, Florida: Less and Except the East 12 1/2 chains thereof, and Less the North 10 chains thereof: and Except the West 1/2 of the SW 1/4 of the SE 1/4, and Except the SE 1/4 of the SW 1/4 of the SE 1/4, Except the East 30 feet.

THE SUBDIVISIONS OF 49TH STREET VILLAGE, STONEGATE AND COUNTRY ROADS

The following described lands located in portions of Sections 27 and 34, Township 14 South, Range 22 East, Marion County, Florida:

Section 27
The South 1/2 of the SW 1/4 of the SW 1/4

Section 34
The North 1/4 of the NW 1/4
The SW 1/4 of the NE 1/4 of the NW 1/4

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

# COMMUNITITES SERVED LISTING

County Name	Development Name	Rate Schedule(s) <u>Available</u>	Sheet No.
MARION	49th Street Village	GS, RS	17.0, 18.0
	Bellaire	GS, RS	17.0, 18.0
	Belleview Hills	GS, RS	17.0, 18.0
	Belleview Hills Estates	GS, RS	17.0, 18.0
	Chappell Hills	GS, RS	17.0, 18.0
	Country Rhodes	GS, RS	17.0, 18.0
	Fairfax Hills	GS, RS	17.0, 18.0
	Fairfax North	GS, RS	17.0, 18.0
	Hawks Point	GS, RS	17.0, 18.0
	Jog Acres	GS, RS	17.0, 18.0
	Marion Hills	GS, RS	17.0, 18.0
	Oak Hill	GS, RS	17.0, 18.0
	Oak Hill 1st Addition	GS, RS	17.0, 18.0
	Oak Hill North	GS, RS	17.0, 18.0
	Ocala Oaks	GS, RS	17.0, 18.0
	Pine Oaks	GS, RS	17.0, 18.0
	Quail Ridge	GS, RS	17.0, 18.0
	Ridge Meadows	GS, RS	17.0, 18.0
	Sky Ranch South	GS, RS	17.0, 18.0
	Stone Gate	GS, RS	17.0, 18.0
	Sugar Hills	GS, RS	17.0, 18.0
	Sugar Hills 1st Addition	GS, RS	17.0, 18.0
	Tabor Park	GS, RS	17.0, 18.0
	Tanglewoods	GS, RS	17.0, 18.0
	West View	GS, RS	17.0, 18.0
	Woodberry Forest	GS, RS	17.0, 18.0
	Woodland Place	GS, RS	17.0, 18.0
	Wright Heights	GS, RS	17.0, 18.0

RICK HUGUS
ISSUING OFFICER

PRESIDENT

WATER TARIFF

#### TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 <u>"BFC"</u> The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption
- 2.0 <u>"CERTIFICATE"</u> A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" The shortened name for the Florida Public Service Commission.
- 4.0 <u>"COMMUNITIES SERVED"</u> The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" The shortened name for the full name of the utility which is OCALA OAKS UTILITIES.

  INC .
- 6.0 <u>"CUSTOMER"</u> Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge
- "SERVICE" As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367 111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

#### WATER TARIFF

(Continued from Sheet No. 5.0)

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

## WATER TARIFF

WAIBK TAKIFF	INDEX OF RULES AND REGULATIONS	Sheet <u>Number:</u>	Rule <u>Number:</u>
Access to Premises		9.0	14.0
Adjustment of Bills		11.0	24.0
Adjustment of Bills f	or Meter Error	11.0	25.0
All Water Through Met	er	10.0	23.0
Application		7.0	3.0
Applications by Agent	s	7.0	4.0
Change of Customer's	Installation	8.0	11.0
Change of Occupancy		10.0	20.0
Continuity of Service		8.0	9.0
Customer Billing		9.0	16.0
Delinquent Bills		7.0	8.0
Extensions		7.0	6.0
Filing of Contracts		11.0	27.0
General Information		7.0	1.0
Inspections of Custome	er's Installation	9.0	13.0
Limitation of Use		8.0	10.0
Meter Accuracy Require	ements	11.0	26.0
Meters		10.0	22.0
Payment of Water and Water	Wastewater Service	10.0	18.0
Policy Dispute		7.0	2.0

(Continued to Sheet No. 6.1)

RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

## ORIGINAL SHEET NO. 6.1

## WATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet Number:	Rule <u>Number:</u>
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-Way or Easements	9.0	15.0
Tax Clause	10.0	19.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	10.0	21.0

WATER TARIFF

#### RULES AND REGULATIONS

- 1.0 <u>GENERAL INFORMATION</u> -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 <u>POLICY DISPUTE</u> 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 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariffs.
- 7.0 TYPE AND MAINTENANCE In accordance with Rule 25-30 545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 <u>DELINQUENT BILLS</u> When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued to Sheet No. 8.0)

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

- 11.0 CHANGE OF CUSTOMER'S INSTALLATION No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.
- 12.0 PROTECTION OF COMPANY'S PROPERTY The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30 320. Florida Administrative Code.

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

(Continued to Sheet No. 9.0)

WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 <u>ACCESS TO PREMISES</u> In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 <u>RIGHT-OF-WAY OR EASEMENTS</u> The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 16.0 <u>CUSTOMER BILLING</u> Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

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

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

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

17.0 <u>TERMINATION OF SERVICE</u> - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30,325, Florida Administrative Code.

(Continued to Sheet No. 10.0)

(Continued from Sheet No. 9.0)

- 18 0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 <u>TAX CLAUSE</u> 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.

This charge must be approved by the Commission before being incorporated in the customer's bills.

20 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, who will 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 location to anther, if both locations are supplied water service by the Company; the consumer's deposit may not be transferred from one name to another.

For the convenience of its customer's, the Company will accept telephone orders to discontinue or transfer water service 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.

- 21.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WATER</u> 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.
- 22.0 <u>METERS</u> 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. The customer shall provide meter space to the Company at a suitable and readily accessible location.
- 23.0 <u>ALL WATER THROUGH METER</u> 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.

(Continued to Sheet No. 11.0)

ORIGINAL SHEET NO. 11.0

WATER TARIFF

(Continued from Sheet No. 10.0)

- 24.0 <u>ADJUSTMENT OF BILLS</u> When a customer has been overcharged or undercharged as a result if incorrect application of the rate schedule, incorrect reading of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rules 25-30 340 and 25-30.350, Florida Administrative Code
- 25.0 <u>ADJUSTMENT OF BILLS FOR METER ERROR</u> 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.
- 26.0 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 27.0 <u>FILING OF CONTRACTS</u> 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.

WATER TARIFF

# INDEX OF RATES AND CHARGES SCHEDULES

	Sheet Number
Customer Deposits	16.0
General Service, GS	13.0
Fire Hydrants	15.0
Meter Test Deposit	17.0
Miscellaneous Service Charges	18.0
Residential Service, RS	14.0
Service Availability Fees and Charges	19.0

WATER TARIFF - MARION COUNTY

#### GENERAL SERVICE - MARION COUNTY

#### RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For water service to all customers for which no other

schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD - Monthly

RATE

Meter Size	Base	Facility Charge
5/8" x 3/4"	\$	14.21
1"	\$	35.45
1 ½"	\$	70.85
2"	\$	113.35
3 "	\$	226.67
4 <sup>11</sup>	\$	354.15
6 "	\$	707.88
GALLONAGE CHARGE - Per 1,000 gallons	\$	1.21

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

WATER TARIFF - MARION COUNTY

#### RESIDENTIAL SERVICE -- MARION COUNTY

#### RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all customers for which no other

schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD - Monthly

RATE

<u>Meter Size</u>	Base	Facility Charge
5/8" x 3/4"	\$	14.21
1"	\$	35.45
1 ½"	\$	70.85
2"	\$	113.35
3"	\$	226.67
4 <sup>11</sup>	\$	354.15
6 "	\$	707.88
GALLONAGE CHARGE - Per 1,000 gallons	\$	1.21

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS
ISSUING OFFICER

#### FIRE HYDRANTS

#### WATER

AVAILABILITY - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - To fire hydrants furnishing fire protection installed

on public or private property connected to the water

mains of the company.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

RATE - Not Applicable

MINIMUM CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS
ISSUING OFFICER

PRESIDENT

WATER TARIFF

#### CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	General Service
5/8" x 3/4"	<u>\$40 00</u>	\$40.00
1 1/2"	. ,	1 1
Over 2"	. ,	

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

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

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

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

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

#### METER TEST DEPOSIT

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

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

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

RICK HUGUS
ISSUING OFFICER

#### MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

#### Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ _15 00
Normal Reconnection Fee	\$ _15.00
Violation Reconnection Fee	\$ _15.00
Premises Visit Fee (in lieu of disconnection)	\$ _10 00

WATER TARIFF

# SERVICE AVAILABILITY FEES AND CHARGES

	Refer to Sen	vice Availability Policy
Description	<u>Amount</u>	Sheet No./Rule No
Back-Flow Preventor Installation Fee		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ <sup>1</sup>	
Customer Connection (Tap-in) Charge		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ <sup>1</sup>	
Guaranteed Revenue Charge		
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	\$1	
Main Extension Charge	•	
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
or	<b>C</b>	
Residential-per lot (foot frontage)	\$	
All others-per front foot	\$	
Meter Installation Fee	£100.00	
5/8" x 3/4"	\$100.00 \$¹	
1"	\$ \$'	
2"	\$ \$1	
Over 2"	\$ \$1	
Plan Review Charge	\$'	
Plant Capacity Charge	<b>J</b>	
Residential-per ERC (GPD)	\$430.00	
All others-per gallon	\$	
System Capacity Charge	•	
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
'Actual Cost is equal to the total cost incurred for services rendered	~	
Title Title oqual to the total obstitution of our floor formation		

RICK HUGUS ISSUING OFFICER

## INDEX OF STANDARD FORMS

Description	Sheet No.
APPLICATION FOR METER INSTALLATION	23.0
APPLICATION FOR WATER SERVICE	22.0
COPY OF CUSTOMER'S BILL	24.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	21.0

WATER TARIFF

# CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CONSUMER'S GUARAN	TEE DEPOSIT AND/	OR SERVICE C	HARGE RECEIPT	1057
Water Deposit \$	Sewer Deposit \$		TAPPING FEE Not Refundable	\$
Received from				, 19
Street and Town			_ Acct. No	
Mailing Address				
Let No.			Subdivision	
WATER PLANT CAPACITY NON REFUNDABLE 5	FIRE HYDRANT FEE NON REFUNDABL	<u> </u>	SEFER PLANT CAPAC LEAGNIFER NON	ITY E \$
WATER ALLOWANCE FOR FUNDS PRUDENTLY INVESTED NON REF	UNDABLE \$	SEWER ALLOWANCE PRUDENTLY INV	E FOR FUNDS ESTED NON REFUNDABL	Ξ \$
As a Deposit				Doilars
Deposit: To quarantee the payment of any and all nocoteoness be or decome due to the Company by said consumer C applied in discharge of any nocoteoness of the consumer Dombary may use such deposit as differ dismount years of all services covered by this deposit, and the presentation of the consumer the deposit of the consumer the consumer the deposit of the consumer the consumer the consumer that the consumer the consumer that the consumer the consumer that the consumer t	Consumer agrees that build pain thereof than be their to the Company whatcoever and that the the loscille owner thereof Wood inscammoulance in of this recent and proper destination the	HE STORY STATE SECTION OF THE PROPERTY OF THE		sumer for the purpose of ristabling lating meters and other purposes coment with the Dansumer and o
This small not preduce the Company from discombining or non-payment the amount covered by this deposit requiress of the sufficiency of said deposit to opver such indeptendent for such service.  The Company Tereory acknowledges the recept of the above amounts and accepts same as industated damages for connecting to the mains of the Water and/or Sewer System by the herein named daivee at the above stated occition.		The customer further agrees that all bills for water sever und/or gas charges will be base within twenty asys of maximal puls and it not so paid the Company will have the light to disconnect service and charge are for reconnecting.		
		his number understood and agreed that the sale of water and/or gos to the consumer occurs at the meter und the Company has no responsibility relative to service after said water and/or gos reaches the consumer's case of meter.		
37 the signing of this agreement the customer recognities and agreed to apide by all easting fulled and required actions of the Company and any amenoments thereto copies of sale times and equipments and amenoments thereto topies of sale times and equipments and amenoments therefore a value of inspection of the unity office.		Aqua	Utilities Florida, I	nc.
CONSUMER		3v		

RICK HUGUS			
ISSUING OFFICER			
PRESIDENT			
TITLE			

WATER TARIFF

#### APPLICATION FOR WATER SERVICE

AQUA UTILITIES FLORIDA, INC. 6960 Professional Parkway East, Suite 400 Sarasota, FL 34240 (941) 907-7400 (800) 250-7532

Please read and complete the form below Indicate exactly how you would like the name on the account

A security deposit is required to establish an account with the utility company. The deposit will be charged on your first bill along with an account set up fee. This deposit shall not preclude the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to the Company, regardless of the sufficiency of the deposit to cover such indebtedness for service. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after 25 months of a satisfactory payment record. The utility company reserves the right to require a new deposit or increase a deposit amount due to an unsatisfactory payment record.

This application must be completed, signed and returned within 14 days of beginning service or service is subject to disconnection.

PLEASE PRINT	
Customer Name	
Spouse Name:	
Service Address	
Mailing Address (if different)	
City Stat	e Zip
Previous Address:	
Social Security No.	Drivers License No.:
Local Home Phone No.	Other Home Phone No.:
Business Phone No :	Alternate Phone No.
How many persons will be living in your household?	Date Service is to begin:
	regulations of Aqua Utilities Florida, Inc. I (we) agree to pa c) have been informed of and agree to pay all connection fee ida, Inc.
Signature:	Date:
Owner ( ) Tenant ( ) Agent ( ) Print Name	Phone
For Office Use Only	
Residential ( ) General Service ( ) Depo	osit and set up fee charged ( ) Date:
Company Account Nu	mber CSR Initials

RICK HUGUS ISSUING OFFICER

WATER TARIFF

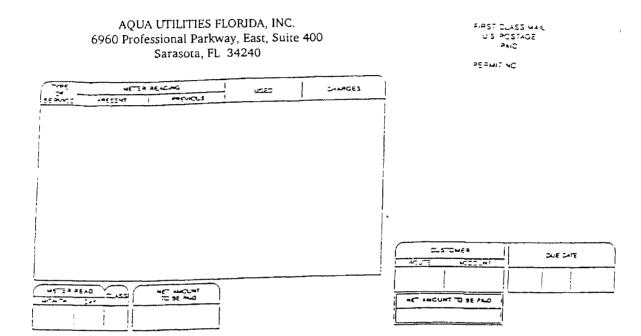
# APPLICATION FOR METER INSTALLATION

AQUA UTILITIES FLORIDA, INC. 6960 Professional Parkway, East, Suite 400 Sarasota, FL 34240

RAME:	ACCOUNT #:	
SERVICE ADDRESS:		
HAILING ADDRESS:		
SUB-DIVISION:	LOT #:BLOCK #:	
TURN OR DATE:	METER #: METER READING:	
PLACE OF EMPLOYMENT:	FRONE #:	
	ON FEE:	
PLANT CAPACITY F	ш:	
STAND PIPE:		
SERVICE DEPOSIT:		
SERVICE FEE:		
TOTAL PAI	CASE CRECK	
HORTHLY RATES.	S10.73 hase Facility Charge .92 Per 1,000 Calless	
	Bills are mailed the first of each means for previous menths wage. They are due upon receipt and considered late after the <u>Ziet</u> of the month.	
SERVICE DEPOSIT-	130.00 Defere Commercian	
	Refundable efter 23 commits of sacisfactory payment record or upon final settlement of account. Deposit interest of SI per mounts credited to your account.	
SERVICE PEE:	\$15.00 before Connection	
	Ton to unitially purvise the account, non-refundable.	
ME CONNECT FEE	\$15.00 Upon Disconnection and prior to reconnection.	
	For lowed subsequent to disconnection of service for cours, including non-payment of bill. Five days notice will be given prior to discontinuous,	
NETURN CHECK FEE	510.00 Per Check	
	For charged when check returned from bank, plus may additional bank foot.	
OFFICE ROURS	9:00 AM = 4:30 PM PROWE MUREETS: Office: (9041732-3304 HEMBAY = FREBAY After Hours: (9041732-3304 F.7.S.C.: (9041488-6482	
this utility, as approved	by agree to abide by the Rules and Regulations of by the Florida Public Service Commission and does and all indebtecomess incurred.	
CUSTOMER SIGNATURE:	DATE:	
OCALA DAKS UTILITIES, IN	c	

RICK HUGUS
ISSUING OFFICER

## COPY OF CUSTOMER'S BILL



MAIL THIS STUB WITH YOUR PAYMENT

RICK HUGUS
ISSUING OFFICER

ORIGINAL SHEET NO. 25.0

WATER TARIFF

## INDEX OF SERVICE AVAILABILITY

Description

Sheet Number

Schedule of Fees and Charges Service Availability Policy Go to Sheet No. 19.0 26.0

RICK HUGUS
ISSUING OFFICER

PRESIDENT

TITLE

WATER TARIFF

# SERVICE AVAILABILITY POLICY

The Utility provides water service to a residential area.

The cost of transmission and distribution lines must be 100% contributed by Developer.

A Meter Installation Fee of \$100.00 and a Plant Capacity Fee of \$430.00 is also charged to new customers of the system to offset the cost of the meter, meter box, and plant capacity expenses. This fee must be paid in full before the meter can be installed.

ARREDONDO UTILITY COMPANY, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

#### WATER TARIFF

#### LOCAL OFFICE

CRYSTAL RIVER UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC. NAME OF COMPANY

6960 PROFESSIONAL PARKWAY EAST, SUITE 400

SARASOTA, FL 34240 ADDRESS OF COMPANY

PHONE: (941) 907-7400 - EMERGENCY: (800) 250-7532 (Business & Emergency Telephone Numbers)

#### CORPORATE OFFICE

762 WEST LANCASTER AVENUE

BRYN MAWR, PA 19010

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RICK HUGUS
ISSUING OFFICER

PRESIDENT

TITLE

ARREDONDO UTILITY COMPANY, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

# WATER TARIFF

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Index of	
Rates and Charges Schedules	16.0
Rules and Regulations	7.0
Service Availability Policy	32.0
Standard Forms	26.0
Technical Terms and Abbreviations	5.0
Territory Served	3.0

RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

## TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - ALACHUA

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number Date Issued Docket Number Filing Type

PSC-92-1454-FOF-WS 12/15/92 920973-WS Grandfather Certificate

(Continued to Sheet No. 3.1)

RICK HUGUS
ISSUING OFFICER

#### DESCRIPTION OF TERRITORY SERVED

That part of Section 21, Township 10 South, Range 19 East, Arachua County, Florida, being more particularly described as follows:

Commence at the northwest corner of the southeast 1/4 of said section 21, for the point of beginning; thence from the point of beginning run S.89 deg. 49 min. 25 sec. east, a distance of 961.10 feet to the southwesterly right of way line of county road number SW 24C; thence run S.24 deg. 48 min. 51 sec. east along said southwesterly right of way line a distance of 715.90 feet; thence run S.89 deg. 22 min. 57 sec. west, a distance of 422.10 feet; thence run S.21 deg. 26 min. 10 sec. east, a distance of 841.68 feet to the northwesterly right of way line of state road number 24; thence run S.58 deg. 24 min. 36 sec. west along the said northwesterly right of way line of state road number 24, a distance of 1,029.64 feet, thence run N.29 deg. 16 min. 22 sec. west, a distance of 322.37 feet; thence run S.66 deg. 00 min. 27 sec. west. a distance of 117.10 feet; thence S.58 deg. 25 min. 11 sec. west, a distance of 405.64 feet; thence N.00 deg. 05 min. 49 sec. west, a distance of 50.9 feet; thence S.89 deg. 26 min. 11 sec. west, a distance of 200.00 feet; thence S.00 deg. 05 min. 49 sec. east, a distance of 78.45 feet; thence S.58 deg. 25 min. 11 sec. west, a distance of 117.15 feet; thence S.00 deg. 15 min. 49 sec. west, a distance of 93.6 feet; thence N.58 deg. 25 min. 11 sec. east, a distance of 100.00 feet; thence S.31 deg. 33 min. 09 sec. east, a distance of 365.00 feet to the northwesterly line of state road number 24; thence S.58 deg. 26 min. 51 sec. west along the said northwesterly line of state road 24, a distance of 150.0 feet; thence run N.31 deg. 33 min. 09 sec. west, a distance of 364.88 feet; thence run S.58 deg. 25 min. 20 sec. west, a distance of 749.24 feet; thence run N.00 deg. 03 min. 09 sec. west, a distance of 267.42 feet; thence run N.00 deg. 17 min. 42 sec. east, a distance of 1,351.99 feet; thence run N.00 deg. 20 min. 53 sec. west, a distance of 930.0 feet; thence run N.89 deg. 31 min. 50 sec. east, a distance of 1,198.0 feet: thence run 5.00 deg. 20 min. 53 sec. east, a distance of 65.0 feet; thence run N.89 deg. 31 min. 58 sec. east, a distance of 120.38 feet to the point of beginning.

> RICK HUGUS ISSUING OFFICER

<u>PRESIDENT</u> TITLE

#### DESCRIPTION OF TERRITORY SERVED

A PARCEL OF LAND LOCATED IN SECTIONS 21, AND 28 TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, DEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida, thence North 00° 01' 40" East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly Right-of-Way line of the Seaboard Coast Line Railroad (abandoned), thence North 58° 48' 00" East along said Right-of-Way line a distance of 1096.25 feet to a set iron pin (#3524), and the Point of Beginning, thence continue North 58° 48' 00" East along said Right-of-Way line a distance of 1598.94 fect to a found concrete monument, thence South 31° 00' 14" East a distance of 635.98 feet to a found concrete monument, thence South 58° 49' 22" West a distance of 103.20 feet to a found nail and disk, thence South 31° 11' 26" East a distance of 692.22 feet to a found concrete monument marking the Southwesterly corner of Lot 13 of Smithers Survey of Section 28, as record in Plat Book "A" Page 113 of the public records of Alachua County, Florida, thence South 31 14' 12" East a distance of 300.90 feet to a found concrete monument, thence South 31° 22' 09" West a distance of 300.06 feet to a found concrete monument, thence South 52° 21' 24" West a distance of 172.42 feet to a found concrete monument, thence North 31° 00' 56" West a distance of 37.74 feet to a found concrete monument, thence South 50° 52' 43" West a distance of 1273.72 feet to a set iron pin (#3524), thence North 31° 08' 40" West a distance of 499.27 feet to a found concrete monument, thence continue North 31° 00' 40" West a distance of 43.40 feet to a set iron pin (#3524), thence North 58° 41' 37" East a distance of 130.39 feet to a set iron pin (N3524), thence North 31° 09' 25" West a distance of 638.06 fect to a set iron pin (#3524), thence North 58° 45' 49" East a distance of 76.20 feet to a set iron pin (#3524), thence North 31° 09' 23" West a distance of 574.11 feet to the Point of Beginning. containing 65.411 acres more or less.

> RICK HUGUS ISSUING OFFICER

## COMMUNITIES SERVED LISTING

County Name	Development Name	Rate Schedule(s) <u>Available</u>	Sheet No.
Alachua	Arredondo Estates	GS, RS	17.0, 18.0
Alachua	Arredondo Farms Mobile Home Park	GS, RS	17.0, 18.0

#### 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 <u>"COMMISSION"</u> "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" Arredondo Utility Company, Inc.
- 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 such 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 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 water service through individual services or through other mains.
- 10.0 "POINT OF COLLECTION" For water 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.
- 11.0 <u>"RATE SCHEDULE"</u> 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.

(Continued to Sheet No. 6.0)

RICK HUGUS ISSUING OFFICER

- 12.0 <u>"SERVICE"</u> Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" The pipe between the Company's mains and the point of collection and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

INDEX OF RULES AND REGULATIONS	_,	
	Sheet Number:	Rule <u>Number:</u>
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Adjustment of Bills	15.0	23.0
Adjustment of Bills for Meter Error	15.0	24.0
All Water Through Meter	14.0	22.0
Applications by Agents	9.0	4.0
Billing Periods	13.0	15.0
Change of Customer's Installation	11.0	10.0
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(Continued to Sheet No. 8.0)

RICK HUGUS ISSUING OFFICER

WATER TARIFF

(Continued from Sheet No. 7.0)

	Sheet <u>Number:</u>	Rule <u>Number:</u>
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ARREDONDO UTILITY COMPANY, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

# RULES AND REGULATIONS

- 1.0 <u>POLICY DISPUTE</u> 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 <u>SIGNED APPLICATION REQUIRED</u> - Water 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 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 <u>APPLICATIONS BY AGENTS</u> - Applications for water service requested by firms, partnerships, association, corporations, and others shall be rendered only by duly authorized parties. When water service is 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.

(Continued to Sheet No. 10.0)

WATER TARIFF

5.0 <u>WITHHOLDING SERVICE</u> - 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>LIMITATION OF USE</u> 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 agents 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, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. 11.0)

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 adjustment, 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 in accordance with Rule 25-30.250, Florida Administrative Code.

- 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 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.

(Continued to Sheet No. 12.0)

WATER TARIFF

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.

Not withstanding 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 <u>ACCESS TO PREMISES</u> 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 water service.

(Continued to Sheet No. 13.0)

#### WATER TARIFF

- 15.0 <u>BILLING PERIODS</u> Bills for water service will be rendered Monthly, 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.
- 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 a five (5) day 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 payments 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 wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. 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.

(Continued to Sheet No. 14.0)

WATER TARIFF

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 location to anther, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

Not withstanding 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 <u>UNAUTHORIZED CONNECTIONS</u> <u>WATER</u> 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 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.
- 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 <u>ALL WATER THROUGH METER</u> 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.

(Continued to Sheet No. 15.0)

d/b/a AQUA UTILITIES FLORIDA, INC.

WATER TARIFF

- 23.0 <u>ADJUSTMENT OF BILLS</u> When a customer has been overcharged or undercharged as a result if incorrect application of the rate schedule, incorrect reading of the meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350, Florida Administrative Code.
- 24.0 <u>ADJUSTMENT OF BILLS FOR METER ERROR</u> 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 <u>METER ACCURACY REQUIREMENTS</u> 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.
- 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.

WATER TARIFF

# INDEX OF RATE SCHEDULES

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Customer Deposits	21.0 - 22.0
Fire Protection Service	20.0
General Service, GS	17.0
Meter Test Deposit	23.0
Miscellaneous Service Charges	24.0
Multi-Residential Service, MS	19.0
Residential Service, RS	18.0
Service Availability Fees & Charges	25.0

RICK HUGUS ISSUING OFFICER

WATER TARIFF

## GENERAL SERVICE -- ALACHUA COUNTY

## RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company

in Alachua County.

<u>APPLICABILITY</u> - For WATER service to all customers for which no other

schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD - Monthly

RATE

Meter Size	Base	Facility Charge
5 / O II 2 / A II	<b>A</b>	12.26
5/8" x 3/4"	\$	13.36
3/4"	\$	20.04
1"	\$	33.42
1 ½"	\$	66.82
2 "	\$	106.91
3 "	\$	214.17
4 "	\$	334.09
6"	\$	668.20

GALLONAGE CHARGE - Per 1,000 gallons \$ 2.27

Note: The Base Facility Charge includes no

gallonage

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS ISSUING OFFICER

WATER TARIFF

## RESIDENTIAL SERVICE -- ALACHUA COUNTY

## RATE SCHEDULE RS

Available throughout the area served by the Company AVAILABILITY

in Alachua County.

For WATER service for all purposes in private APPLICABILITY

residences and individually metered apartment units.

Subject to all of the Rules and Regulations of this LIMITATIONS

Tariff and General Rules and Regulations of the

Commission.

Monthly BILLING PERIOD -

RATE

<u>Meter Size</u>	Base Facility Charge
5/8" x 3/4"	\$ 13.36
3/4"	\$ 20.04
1"	\$ 33.42
1 ½"	\$ 66.82
2"	\$ 106.91
3 "	\$ 214.17
4 "	\$ 334.09
6"	\$ 668.20
E - Per 1,000 gallons	\$ 2.27

GALLONAGE CHARGE

Note: The Base Facility Charge includes no

gallonage

Applicable Base Facility Charge MINIMUM CHARGE -

Bills are due and payable when rendered and become TERMS OF PAYMENT -

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 - Name Change

RICK HUGUS ISSUING OFFICER

WATER TARIFF

# MULTI-RESIDENTIAL SERVICE

# RATE SCHEDULE MS

Available throughout the area served by the Company. AVAILABILITY

For WATER service for to all master-metered APPLICABILITY residential customers including, but not limited to,

Condominiums, Apartments, and Mobile Home Parks.

Subject to all of the Rules and Regulations of this LIMITATIONS

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD

RATE

BASE FACILITY CHARGE

Bills are due and payable when rendered and TERMS OF PAYMENT

become delinquent if not paid within (20) days. After a five (5) day written notice is mailed to the customer separate and apart

from any other bill, service may then be

discontinued.

EFFECTIVE DATE

- Name Change TYPE OF FILING

> RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

FIRE PROTECTION SERVICE

NONE

RICK HUGUS
ISSUING OFFICER

PRESIDENT

TITLE

## SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's rules for prompt payment. Credit will be deemed so established, 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:

	Residential	General Service
5/8" x 3/4"	\$ 20.00	
1" 1 1/2"		
Over 2"		

<u>ADDITIONAL DEPOSIT</u> - 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.

EFFECTIVE	DATE	
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TYPE OF FILING - Name Change

(Continued on Sheet No. 22.0)

RICK HUGUS ISSUING OFFICER

WATER TARIFF

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 disconnected 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 August each year.

<u>REFUND OF DEPOSIT</u> - 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 <u>not</u>, 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 - Name Change

RICK HUGUS ISSUING OFFICER

WATER TARIFF

#### 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 schedule of fees and shall be in accordance with Rule 25-30.266, Florida Administrative Code.

METER SIZE	FEE
5/8" x 3/4"	\$20.00
l" and 1 1/2"	\$25.00
2"and above	Actual Cost

<u>REFUND OF METER BENCH TEST DEPOSIT</u> - 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 - Name Change

RICK HUGUS ISSUING OFFICER

#### MISCELLANEOUS SERVICE CHARGES

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

<u>INITIAL CONNECTION</u> - 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.

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS ISSUING OFFICER

# WATER TARIFF

# SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES REFER TO SERVICE

	REFER TO SERVICE
	AVAIL. POLICY
DESCRIPTION	AMOUNT SHEET NO./RULE NO.
Back-Flow Preventor Installation Fee	
5/8" x 3/4"	\$
1"	\$
1 1/2"	\$ \$ \$
2"	\$
Over 2"	Actual Cost [1]
Customer Connection (Tap-in) Charge	
5/8" x 3/4" metered service	\$
1" metered service	\$
1 1/2" metered service	\$
2" metered service	\$
Over 2" metered service	Actual Cost [1]
Guaranteed Revenue Charge	
With Prepayment of Service Availability Charge	!S:
Residential - per ERC/month(GPD)	\$
All others -per gallon/month	\$
Without Prepayment of Service Availability Cha	rges:
Residential - per ERC/month(GPD)	\$
All others -per gallon/month	\$
Inspection Fee	Actual Cost[1]
Main Extension Charge	
Residential - per ERC/(GPD)	\$
All others -per gallon	\$
or	·
Residential - per lot/(foot frontage)	\$
All others -per foot front	Ś
Meter Installation Fee	'
5/8" x 3/4"	\$ 110.00
1"	\$
1 1/2"	\$
2"	\$
Over 2"	Actual Cost [1]
Plan Review Charge	Actual Cost [1]
Plant Capacity Charge	
Residential -per ERC (GPD)	\$
All others-per gallon	\$
System Capacity Charge	•
Residential -per ERC (GPD)	\$
All others-per gallon	\$
The Comment for Servous.	•

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

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS ISSUING OFFICER

WATER TARIFF

# INDEX OF STANDARD FORMS

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	27.0

RICK HUGUS
ISSUING OFFICER

# CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NONE

RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

## APPLICATION FOR WATER AND/OR SEWER SERVICE

AQUA UTILITIES FLORIDA, INC 6960 Professional Parkway East, Suite 400 Sarasota, FL 34240 (941) 907-7400 (800) 250-7532

Please read and complete the form below Indicate exactly how you would like the name on the account.

A security deposit is required to establish an account with the utility company. The deposit will be charged on your first bill along with an account set up fee. This deposit shall not preclude the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to the Company, regardless of the sufficiency of the deposit to cover such indebtedness for service. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after 25 months of a satisfactory payment record. The utility company reserves the right to require a new deposit or increase a deposit amount due to an unsatisfactory payment record

This application must be completed, signed and returned within 14 days of beginning service or service is subject to disconnection

PLEASE PRINT		-
Customer Name:		
Spouse Name-		
Service Address.		
Mailing Address (if different)		
City	State Z	ip
Previous Address:		
Social Security No	Drivers License No .	
Local Home Phone No.:	Other Home Phone No.	
Business Phone No	Alternate Phone No	
How many persons will be living in your househol	d? Date Service is to beg	gin <sup>.</sup>
I (we) the undersigned agree to abide by the rules the water and/or sewer bills in a propmpt manner. and water fees due for connection to Aqua Utilities	I (we) have been informed of and agr	
Signature:	Date:	
Owner ( ) Tenant ( ) Agent ( ) Print Name _	Phone	
For Office Use Only		
Residential ( ) General Service ( )	Deposit and set up fee charged ( )	Date:
Сотрапу Ассои	int Number	CSR Initials

RICK HUGUS
ISSUING OFFICER

PRESIDENT

TITLE

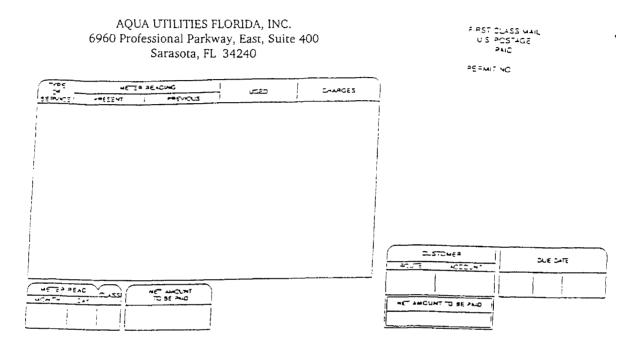
APPLICATION FOR METER INSTALLATION

<u>NONE</u>

RICK HUGUS
ISSUING OFFICER

WATER TARIFF

## COPY OF CUSTOMER'S BILL



MAIL THIS STUB WITH YOUR PAYMENT

RICK HUGUS
ISSUING OFFICER

## INDEX OF SERVICE AVAILABILITY

Sheet No. Rule No.

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

EASEMENTS AND RIGHTS OF WAY

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GENERAL INFORMATION

INSPECTIONS

OBLIGATIONS OF DEVELOPER

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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

RICK HUGUS
ISSUING OFFICER

PRESIDENT

TITLE

25.0

# WATER TARIFF

# INDEX OF SERVICE AVAILABILITY

	Sheet No.	Rule No.
SCHEDULE OF FEES AND CHARGES	25.0	
SERVICE AVAILABILITY POLICY	33.0	
TABLE OF DAILY FLOWS	34.0	

RICK HUGUS ISSUING OFFICER

# SERVICE AVAILABILITY POLICY

The Service Availability Policy of this company is that anyone who pays the deposit and turn on fee can obtain service.

Each new customer who connects to the system shall be subject to a meter installation fee of \$100.

RICK HUGUS
ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 34.0

WATER TARIFF

# TABLE OF DAILY FLOWS

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

RICK HUGUS ISSUING OFFICER

<sup>[1]</sup> gpd - gallons per day
[2] gpcd - gallons per capita per day

ARREDONDO UTILITY COMPANY, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

## WASTEWATER TARIFF

## LOCAL OFFICE

ARREDONDO UTILITY COMPANY, INC. d/b/a AQUA UTILITIES FLORIDA, INC. NAME OF COMPANY

6960 PROFESSIONAL PARKWAY EAST, SUITE 400

SARASOTA, FL 34240 ADDRESS OF COMPANY

PHONE: (941) 907-7400 - EMERGENCY: (800) 250-7532 (Business & Emergency Telephone Numbers)

## CORPORATE OFFICE

762 WEST LANCASTER AVENUE

BRYN MAWR, PA 19010

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RICK HUGUS
ISSUING OFFICER

PRESIDENT

TITLE

# TABLE OF CONTENTS

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Rates and Charges Schedules	16.0
Rules and Regulations	7.0
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Standard Forms	24.0
Technical Terms and Abbreviations	5.0
Territory Served	3.0

## TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - ALACHUA

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number Date Issued Docket No. Filing Type

PSC-92-1454-FOF-WS 12/15/92 920973-WS Grandfather Certificate

(Continued to Sheet No. 3.1)

RICK HUGUS
ISSUING OFFICER

PRESIDENT

WASTEWATER TARIFF

# DESCRIPTION OF TERRITORY SERVED

A PARCEL OF LAND LOCATED IN SECTIONS 21, AND 28 TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, DEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a found concrete monument marking the Southwest corner of Section 28, Township 10 South, Range 19 East, Alachua County, Florida, thence North 00° 01' 40" East along the West line of Section 28, a distance of 3992.10 feet to the intersection with the Southeasterly Right-of-Way Line of the Scaboard Coast Line Railroad (abandoned), thence North 50° 48' 00" East along said Right-of-Way line a distance of 1096.25 feet to a set iron pin (#3524), and the Point of Deginning, thence continue North 50° 40' 00" East along said Right-of-Way line a distance of 1590.94 feet to a found concrete monument, thence South 31° 00' 14" East a distance of 635.90 feet to a found concrete monument, thence South 58° 49' 22" West a distance of 103.20 feet to a found nail and disk, thence South 31° 11' 26" East a distance of 692.22 feet to a found concrete monument morking the Southwesterly corner of Lot 13 of Smithers Survey of Section 20, as record in Plat Book "A" Page 113 of the public records of Alachua County, Florida, thence South 14' 12" East a distance of 300.90 feet to a found concrete monument, thence South 31° 22' 00" West a distance of 300.06 feet to a found concrete monument, thence South 52° 21' 24" West a distance of 172.42 feet to a found concrete monument, thence Horth 31° 00' 56" West a distance of 37.74 feet to a found concrete monument, thence South 50° 52' 43" West a distance of 1273.72 feet to a set iron pin (#3524), thence North 31° OB' 40" West a distance of 499.27 feet to a found concrete monument, thence continue North 31° 00' 40" West a distance of 43.40 feet to a set iron pin (#3524), thence North 50° 41' 37" East a distance of 130.39 feet to a set iron pin (#3524), thence North 31° 09' 25" West a distance of 630.06 feet to a set iron pin (#3524), thence North 50° 45' 49" East a distance of 76'.20 feet to a set iron pin (#3524), thence North 31° 09' 23" West a distance of 574.11 feet to the Point of Beginning, containing 65.414 acres more or less.

> RICK HUGUS ISSUING OFFICER

# COMMUNITIES SERVED LISTING

County Name	DevelopmentName	Rate Schedule(s) <u>Available</u>	Sheet No.
Alachua	Arredondo Farms Mobile Home Park	GS, RS	17.0 - 18.0

RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

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 <u>"COMMISSION"</u> "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" Arredondo Utility Company
- 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. 6.0)

#### WASTEWATER TARIFF

- 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.
- 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 and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

INDEX OF RULES AND REGULATIONS		_
	Sheet <u>Number:</u>	Rule <u>Number:</u>
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Adjustment of Bills	14.0	21.0
Applications by Agents	9.0	4.0
Billing Periods	12.0	15.0
Change of Customer's Installation	11.0	10.0
Change of Occupancy	13.0	19.0
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Extensions	10.0	6.0
Filing of Contracts	15.0	22.0
General Information	9.0	2.0
Inspections of Customer's Installation	11.0	11.0
Limitation of Use	10.0	7.0
Payment of Water and Wastewater Service Bills Concurrently	13.0	17.0
Policy Dispute	9.0	1.0

(Continued to Sheet No. 8.0)

RICK	HUC	3US	_
ISSUI	NG	OFFICE	2

PRESIDENT	
TITLE	

# ORIGINAL SHEET NO. 8.0

## WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

	Sheet Number:	Rule <u>Number:</u>
Protection of Company's Property	12.0	12.0
Right-of-Way or Easements	12.0	14.0
Signed Application Required	9.0	3.0
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Type and Maintenance	11.0	9.0
Unauthorized Connections - Wastewater	14.0	20.0
Withholding Service	10.0	5.0

WASTEWATER TARIFF

## RULES AND REGULATIONS

- 1.0 <u>POLICY DISPUTE</u> 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 <u>GENERAL INFORMATION</u> 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 <u>SIGNED APPLICATION REQUIRED</u> - 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 is 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.

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 <u>APPLICATIONS BY AGENTS</u> - Applications for wastewater service requested by firms, partnerships, association, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is

(Continued to Sheet No. 10.0)

WASTEWATER TARIFF

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 <u>WITHHOLDING SERVICE</u> - 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 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- LIMITATION OF USE Wastewater service purchased from the Company shall 7.0 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 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 wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. 11.0)

WASTEWATER TARIFF

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 adjustment, 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 in accordance with Rule 25-30.250, Florida Administrative Code.

- 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 may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and

(Continued to Sheet No. 12.0)

WASTEWATER TARIFF

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.

Not withstanding 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 <u>ACCESS TO PREMISES</u> 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 <u>RIGHT OF WAY OR EASEMENTS</u> 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.
- BILLING PERIODS Bills for wastewater service will be rendered Monthly, 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. 13.0)

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 a five (5) day 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 payments 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

(Continued to Sheet No. 14.0)

than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all wastewater 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 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 location to anther, if both locations are supplied wastewater service by the Company; the customer's deposit may not be transferred from one name to another.

Not withstanding the above, the Company will accept telephone orders, for the convenience of its customer's, 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 <u>UNAUTHORIZED CONNECTIONS</u> <u>WASTEWATER</u> 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 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 <u>ADJUSTMENT OF BILLS</u> When a customer has been overcharged or undercharged as a result if incorrect application of the rate schedule, incorrect reading of the meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350, Florida Administrative Code.

(Continued to Sheet No. 15.0)

WASTEWATER TARIFF

- 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 <u>EVIDENCE OF CONSUMPTION</u> The initiation or continuation or resumption of water service to the customer' premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

## INDEX OF RATE SCHEDULES

	Sheet Number
Customer Deposits	20.0
General Service, GS	17.0
Miscellaneous Service Charges	22.0
Multi-Residential Service, MS	19.0
Residential Service, RS	18.0
Service Availability Fees and Charges	23.0

### GENERAL SERVICE - ALACHUA COUNTY

### 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.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD - Monthly

RATE

Meter Size	<u>Base</u>	Facility	<u>Charge</u>
5/8" x 3/4"	\$	14.76	
Full 3/4"	\$	22.14	
1"	\$	36.88	
1 ½"	\$	73.76	
2 "	\$	118.03	
3"	\$	236.06	
4 "	\$	368.84	
6"	\$	726.74	

GALLONAGE CHARGE - Per 1,000 gallons \$ 4.10

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS
ISSUING OFFICER

## RESIDENTIAL SERVICE - ALACHUA COUNTY

### 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.

Subject to all of the Rules and Regulations of this LIMITATIONS

Tariff and General Rules and Regulations of the

Commission.

BILLING PERIOD -Monthly

RATE

<u>Meter Size</u>	Base	Facility Charge
5/8" x 3/4"	\$	14.76
Full 3/4"	\$	22.14
1"	\$	36.88
1 %"	\$	73.76
2"	\$	118.03
3 "	\$	236.06
4 "	\$	368.84
6"	\$	726.74
GALLONAGE CHARGE - Per 1,000 gallons (7,000 gallon maximum)	\$	3.44

MINIMUM CHARGE -Applicable 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 Name Change

> RICK HUGUS ISSUING OFFICER

PRESIDENT

### MULTI-RESIDENTIAL SERVICE

#### RATE SCHEDULE MS

<u>AVAILABILITY</u> - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For wastewater service for to all master-metered residential customers including, but not limited to,

Condominiums, Apartments, and Mobile Home Parks.

<u>LIMITATIONS</u> - 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 (20) days. After a five (5) day written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS
ISSUING OFFICER

WASTEWATER TARIFF

#### SCHEDULE OF CUSTOMER DEPOSITS

<u>ESTABLISHMENT OF CREDIT</u> - 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:

	Residential	General Service
5/8" x 3/4"		
1"		
1 1/2"		
Over 2"		

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 on Sheet No. 21.0)

RICK HUGUS ISSUING OFFICER

WASTEWATER TARIFF

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 disconnected 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 \_\_\_\_\_\_ each year.

<u>REFUND OF DEPOSIT</u> - 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 <u>not</u>, 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 - Name Change

#### MISCELLANEOUS SERVICE CHARGES

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

<u>INITIAL CONNECTION</u> - 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.

<u>VIOLATION CONNECTION</u> - 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	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	Actual Cost
Premises Visit Fee (in lieu of disconnection)	\$ 10.00

EFFECTIVE DATE -

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WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE (	OF FEES AND CHARGES REFER TO SERVICE
DESCRIPTION	AVAIL. POLICY AMOUNT SHEET NO./RULE NO.
Customer Connection (Tap-in) Charge  5/8" x 3/4" metered service  1" metered service  2" metered service  Over 2" metered service	\$ \$ \$ Actual Cost [1]
Guaranteed Revenue Charge With Prepayment of Service Availability Charge Residential - per ERC/month(GPD) All others -per gallon/month Without Prepayment of Service Availability Charge Residential - per ERC/month(GPD) All others -per gallon/month	\$ \$
Inspection Fee	Actual Cost[1]
Main Extension Charge  Residential - per ERC/(GPD)  All others -per gallon  or  Residential - per lot/(foot frontage)  All others -per foot front	\$ \$ \$ \$
Plan Review Charge	Actual Cost [1]
Plant Capacity Charge  Residential -per ERC (_GPD)  All others-per gallon	\$ \$
System Capacity Charge  Residential -per ERC (_GPD)  All others-per gallon	\$ \$
[1] Actual Cost is equal to the total cost incoustomer.	curred for services rendered to a
EFFECTIVE DATE -	
TYPE OF FILING - Name Change	

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## INDEX OF STANDARD FORMS

	Sheet No.
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COPY OF CUSTOMER'S BILL	27.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	25.0

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## CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NONE

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#### WASTEWATER TARIFF

#### APPLICATION FOR WATER AND/OR SEWER SERVICE

AQUA UTILITIES FLORIDA, INC. 6960 Professional Parkway East, Suite 400 Sarasota, FL 34240 (941) 907-7400 (800) 250-7532

Please read and complete the form below. Indicate exactly how you would like the name on the account.

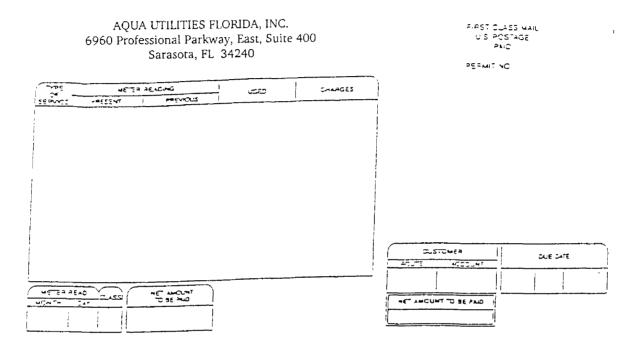
A security deposit is required to establish an account with the utility company. The deposit will be charged on your first bill along with an account set up fee. This deposit shall not preclude the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to the Company, regardless of the sufficiency of the deposit to cover such indebtedness for service. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after 25 months of a satisfactory payment record. The utility company reserves the right to require a new deposit or increase a deposit amount due to an unsatisfactory payment record.

This application must be completed, signed and returned within 14 days of beginning service or service is subject to disconnection.

PLEASE PRINT		
Customer Name:		· · · · · · · · · · · · · · · · · · ·
Spouse Name:		
Mailing Address (if different):		
City	State	Zıp
Previous Address:		
Social Security No	Drivers Licens	se No
Local Home Phone No.:	Other Home l	Phone No
Business Phone No.:	Alternate Pho	one No.:
How many persons will be living in	your household? Da	ite Service is to begin.
	opmpt manner. I (we) have been i	Aqua Utilities Florida, Inc. 1 (we) agree to pay informed of and agree to pay all connection fee
Signature	Dat	re:
Owner ( ) Tenant ( ) Agent ( )		Phone
For Office Use Only		
Residential ( ) General Service	e ( ) Deposit and set up	fee charged ( ) Date
Company	Account Number	CSR Initials

RICK	HUC	GUS
ISSUI	NG	OFFICER

## COPY OF CUSTOMER'S BILL



MAIL THIS STUB WITH YOUR PAYMENT

RICK HUGUS
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WASTEWATER TARIFF

#### INDEX OF SERVICE AVAILABILITY

Sheet No. Rule No.

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

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

Go to 23.0

SYSTEM DESIGN AND CONSTRUCTION

TABLE OF DAILY FLOWS

TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE

RICK HUGUS
ISSUING OFFICER

PRESIDENT

TITLE

## INDEX OF SERVICE AVAILABILITY

	Sheet No.	Rule No.
SCHEDULE OF FEES AND CHARGES	23.0	
SERVICE AVAILABILITY POLICY	30.0	
TABLE OF DAILY FLOWS	31.0	
CONSTRUCTION OF OVERSIZED FACILITIES		

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## SERVICE AVAILABILITY POLICY

The Service Availability Policy of this company is that anyone who pays the deposit and turn on fee can obtain service.

Each new customer who connects to the system shall be subject to a meter installation fee of \$100.

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PRESIDENT

TITLE

### TABLE OF DAILY FLOWS

Types of Building Usages	<u>Estimated</u>	Daily Flows	[3]
Apartments Bars and Cocktail Lounges Boarding Schools (Students and Staff) Bowling Alleys (toilet wastes only, per lane) Country Clubs, per member Day Schools (Students and Staff) Drive-in Theaters (per car space) Factories, with showers Factories, no showers Hospitals, with laundry Hospitals, no laundry Hotels and Motels Laundromat Mobile Home Parks Movie Theaters, Auditoriums, Churches (per seat) Nursing Homes Office Buildings Public Institutions (other than those listed herein) Restaurants (per seat) Single Family Residential Townhouse Residence Stadiums, Frontons, Ball Parks, etc. (per seat) Stores, without kitchen wastes Speculative Buildings Warehouses		gpd [1] gpcd [2] gpcd [2] gpcd gpcd gpcd gpcd gpcd/loo sq. gpd/bed gpd/bed gpd/kashiner gpd/loo sq.	ft. d unit machine ft. ft. ft.
		•	

- [1] gpd gallons per day
- [2] gpcd gallons per capita per day
- [3] If historical data is unavailable, a rough estimate for the daily flow of residential wastewater can be calculated by taking 80% of the corresponding water usage. However, it is recommended that historical data of actual wastewater flow be used. A similiar estimate for the daily flow of commercial wastewater can be calculated by taking 100% of the corresponding commercial water usage.

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LAKE SUZY UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

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FLORIDA PUBLIC SERVICE COMMISSION

### WATER TARIFF

#### LOCAL OFFICE

LAKE SUZY UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC. NAME OF COMPANY

### 6960 PROFESSIONAL PARKWAY EAST, SUITE 400

SARASOTA, FL 34240 ADDRESS OF COMPANY

PHONE: (941) 907-7400 - EMERGENCY: (800) 250-7532 (Business & Emergency Telephone Numbers)

#### CORPORATE OFFICE

762 WEST LANCASTER AVENUE

BRYN MAWR, PA 19010

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FLORIDA PUBLIC SERVICE COMMISSION

RICK HUGUS
ISSUING OFFICER

PRESIDENT

TITLE

## WATER TARIFF

## Table of Contents

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Rules and Regulations	6.0
Service Availability Policy	27.0
Standard Forms	22.0
Technical Terms and Abbreviations	5.0
Territory Served	3.0

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ORIGINAL SHEET NO. 3.0

WATER TARIFF

## TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - DeSoto/Charlotte

COMMISSION CREER(S) APPROVING TERRITORY SERVED -

Order Number Tate Issued Docket Number Filing Type

16935 12/09/86 850790-WS Original Cartificate

(Continued to Sheet No. 3.1)

RICK HUGUS
ISSUING OFFICER

PRESIDENT TITLE

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## DESCRIPTION OF TERRITORY SERVED

All of the land in Sections 31 and 32, Township 39 S, Range 23 E DeScto County, Florida less and except parcel 1 in section 31, plus a portion of land in Sections 29 and 30 Township 39 S, Range 23 E DeSoto County, Florida, plus a portion of land in Section 10 Township 39 S, Range 23 E DeSoto County, Florida and plus a parcel of land in Section 6, Township 40 S, Range 23 E Charlotte County, Florida with all parcels more particularly described as follows:

# LESS AND EXCEPT LAND IN SECTION 31 DESOTO COUNTY

All that portion of Section 31 Township 39 S, Range 23 E DeSoto County Florida lying southwesterly of the Interstate Highway # 75 being more particularly described as follows:

Begin at the southwest corner of section 31, then North along section line to the right of way of I-75 (569.00 feet plus or minus) then Southeasterly along I-75 right of way to the intersection of South section line (672.1 feet plus or minus) then West to the point of beginning (370.99 feet plus or minus) containing 2.4 acres more or less being Parcel 1 of 1.

# ADDITIONAL LAND IN SECTIONS 5 AND 6 CHARLOTTE COUNTY

A parcel of land lying in Sections 5 and 6. Township 40 South Range 23 East, Charlotte County, Florida, being more particularly described as follows: Begin at the Northwest corner of said Section 5 and run S89'39'47"E a distance of 259.24 feet to the intersection with the westerly right-of-way of Kings Highway; thence S25'05'53"W a distance of 352.43 feet along said right-of-way of Kings Highway; thence N89'38'45"W leaving said right-of-way a distance of 2771.64 feet; thence N00'07'54"E a distance of 154.03 feet; thence N39'05'37"E a distance of 98.67 feet to the intersection with a curve concave to the East, to the South, and Southwest, having a radius of 50.00 feet, and a central angle of 219'49'31"; thence along said curve a distance of 191.83 feet to a point of reverse curvature of a curve to the left having a radius of 25.00 feet, a central angle of 46'01'19"; thence along said curve a distance of 20.08 feet; thence N32'53'49"E along a radial line a distance of 66.67 feet to the interconnection with the Northerly line of said Section 6; thence S89'38'45"E along said Northerly line a distance of 2661.15 feet to the point of beginning.

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#### 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.
- "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" Lake Suzy Utilities, Inc.
- 6.0 "CONSUMER" Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "CUSTCMER" Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of such water service.
- "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 water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

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(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 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.
- 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.
- "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 <u>"SERVICE LINES"</u> The pipe between the Company's mains and the point of collection and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

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Adjustment of Bills	14.0	23.0
Adjustment of Bills for Meter Error	15.0	24.0
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(Continued to Sheet No. 7.0)

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LAKE SUZY UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

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## RULES AND REGULATIONS

- 1.0 <u>POLICY DISPUTE</u> 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.
- 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 <u>SIGNED APPLICATION REQUIRED</u> - Water 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 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.

(Continued to Sheet No. 9.0)

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(Continued from Sheet No. 8.0)

- 4.0 APPLICATIONS BY AGENTS Applications for water service requested by firms, partnerships, association, corporations, and others shall be rendered only by duly authorized parties. When water service is 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.
- MITHHOLDING 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>LIMITATION OF USE</u> 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 agents or any other individual, association or corporation install meters for the purpose of so remetering said water service.

(Continued to Sheet No. 10.0)

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(Continued from Sheet No. 8.0)

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

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 adjustment, 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 in accordance with Rule 25-30.250, Florida Administrative Code.

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 comform 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 may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

(Continued to Sheet No. 11.0)

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(Continued from Sheet No. 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.
- 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.

Not withstanding 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.

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.

(Continued to Sheet No. 12.0)

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(Continued from Sheet No. 11.0)

- ACCESS TO PPEMISES 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 <u>RIGHT OF WAY OR EASEMENTS</u> 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.
- BILLING PERIODS Bills for water service will be rendered Monthly, 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.
- 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 a five (5) day 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 payments 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.

(Continued to Sheet No. 13.0)

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(Continued from Sheet No. 11.0)

- 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 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 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.
- 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 location to anther, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

Not withstanding 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 small not be deemed binding or be considered formal notification to the Company.

(Continued to Sheet No. 14.0)

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(Continued from Sheet No. 13.0)

- 20.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WATER</u> 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 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.
- 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 <u>ALL WATER THROUGH METER</u> 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 <u>ADJUSTMENT OF BILLS</u> When a customer has been overcharged or undercharged as a result if incorrect application of the rate schedule, incorrect reading of the meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350, Florida Administrative Code.

(Continued to Sheet No. 15.0)

RICK HUGUS
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CRIGINAL SHEET NO. 15.0

WATER TARIFF

(Continued from Sheet No. 14.0)

- 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.
- 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.
- 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
- TEMPORARY DISCONTINUANCE OF SERVICE At any time, a customer may request a temporary discontinuance of service in order that the customer is not billed for any water usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.
- BACK FLOW PREVENTION DEVICES In those cases where the Utility perceives the opportunity for entry to the water system of potentially contaminated water, the Utility may require back-flow preventors of a type and size approved by the Utility to be installed by the customer at their cost. The Utility may review the plans and inspect the installation work and charge the customer the actual cost.

RICK HUGUS
ISSUING OFFICER

# WATER TARIFF

# INDEX OF RATE SCHEDULES

	Sheet No.
Customer Deposits	21.0
Fire Protection	20.0
General Service, GS	17.0
Meter Test Deposit	21.2
Miscellaneous Service Charges	21.3
Multi-Residential Service, MS	19.0
Residential Service, RS	18.0
Service Availability Fees & Charges	21.4

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# GENERAL SERVICE -- CHARLOTTE & DeSOTO COUNTIES

# RATE SCHEDULE GS

		KATE SCHEDULE	03		
AVAILABILITY	-	Available throughout the a	rea served by the Company.		
APPLICABILITY	-	For water service to all cus schedule applies.	For water service to all customers for which no other schedule applies.		
LIMITATIONS	-	Subject to all of the Rules a and General Rules and Reg	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.		
BILLING PERIOD	-	Monthly			
RATE					
		Meter Size	Base Facility Charge		
		5/8' X 3/4" 3/4" 1" 1 1/2" 2" 3" 4" 6"	\$ 9.90 14.86 24.76 49.54 79.25 158.51 247.68 495.35		
<u>GA</u> LLONAGE CHARGE	-	Per 1,000 gailons	\$ 6.34		
MINIMUM CHARGE	-	Applicable Base Facility Ch	narge		
ŢERMS OF PAYMENŢ	-	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

Name Change

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# RESIDENTIAL SERVICE -- CHARLOTTE & DeSOTO COUNTIES

# RATE SCHEDULE RS

Available throughout the area served by the Company. **AVAILABILITY** 

For water service for all purposes in private residences **APPLICABILITY** 

and individually metered apartment units.

Subject to all of the Rules and Regulations of this Tariff LIMITATIONS

and General Rules and Regulations of the Commission.

**BILLING PERIOD** Monthly

RATE

	Meter Size		Base Facility Charge		
		5/8' X 3/4" 3/4" 1" 1 1/2" 2" 3" 4" 6"	\$ 9.90 14.86 24.76 49.54 79.25 158.51 247.68 495.35		
GALLONAGE CHARGE	-	Per 1,000 gallons	\$	6.34	
MINIMUM CHARGE	-	Applicable Base Facility Charge			

MINIMUM CHARG

Bills are due and payable when rendered and become TERMS OF PAYMENT

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** 

Name Change TYPE OF FILING

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# MULTI-RESIDENTIAL SERVICE -- CHARLOTTE & DeSOTO COUNTIES

# RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for 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 - Monthly

RATE

Meter Size	Base Facility Charge
5/8' X 3/4"	\$ 9.90
3/4"	14.86
1"	24.76
1 1/2"	49.54
2"	79.25
	158.51
4"	247.68

GALLONAGE CHARGE - Per 1,000 gallons \$ 6.34

6"

MINIMUM CHARGE - Applicable 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** 

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TYPE OF FILING - Name Change

RICK HUGUS
ISSUING OFFICER

495.35

# FIRE PROTECTION SERVICE

WATER

AVAILABILITY

APPLICABILITY

- Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the <u>LIMITATIONS</u>

Commission.

BILLING PERIOD - N/A

- Public Fire Protection - per hydrant <u>PATE</u>

Private Fire Protection

TERMS OF PAYMENT -

EFFECTIVE DATE -

TYPE OF FILING - Name Change

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# 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 guaranter 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:

#### Residential and General Service

5/8 x 3/4"	\$Twice	the	Estimated	Monthly	Bill
1 "	\$Twice	the	Estimated	Monthly	Bill
1 1/2"			Estimated		
Over 2"	\$Twice	the	Estimated	Monthly	Bıll

ADDITIONAL REPOSIT - 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 on Sheet No. 21.1)

EFFECTIVE DATE

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ORIGINAL SHEET NO. 21.1

WATER TARIFF

(Continued from Sheet No. 21.0)

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 disconnected 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 <a href="May each year">May each year</a>.

<u>REFUND OF DEPOSIT</u> - 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 <u>not</u>, 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 - Name Change

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# 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 schedule of fees and shall be in accordance with Rule 25-30.266, Florida Administrative Code.

METER SIZE	<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 snall, 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 - Name Change

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#### MISCELLANEOUS SERVICE CHARGES

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

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

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

<u>VIOLATION CONNECTION</u> - 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	\$	15.00
Normal Reconnection Fee	\$	15.00
Violation Reconnection Fee	\$	15.00
Premises Visit Fee (in lieu of disconnection)	s	10.00

EFFECTIVE DATE -

TYPE OF FILING - Name Change

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# SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES REFER TO SERVICE AVAIL. POLICY TRUOMA SHEET NO. / RULE NO. DESCRIPTION Customer Connection (Tab-in) Charge 5/8" x 3/4" metered service \$Actual Cost "" metered service \$Actual Cost \$Actual Cost \$Actual Cost \$Actual Cost SActual Cost 2" metered service Over 2" metered service SActual Cost SActual Cost Meter Installation Fee 5/8" x 3/4" metered service \$150.00 1" metered service \$200.00 1 1/2" metered service \$295.00 2" metered service \$355.00 Over 2" metered service SActual Cost \$N/A Allowance for Funds Prudently Invested Actual Cost[1] Inspection Fee Main Extension Charge Residential, per ERC (225 GPD) N/A N/A All other, per gallon Residential, per lot (80' frontage) N/A All others, per front foot Actual Cost Plan Review Charge Plant Capacity Charge Residential, per ERC (225 GPD) N/A N/AAll others, per gallon System Capacity Charge Residential, per ERC (225 GPD) N/A N/A

EFFECTIVE DATE -

TYPE OF FILING - Name Change

All others, per gallon

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# INDEX OF STANDARD FORMS

	Sheet No.
APPLICATION FOR METER INSTALLATION	25.0
APPLICATION FOR WATER SERVICE	24.0
COPY OF CUSTOMER'S BILL	26.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	23.0
HELD FOR FUTTIRE USE	N/A

RICK HUGUS
ISSUING OFFICER

PRESIDENT TITLE

- •

# CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CONSUMER'S GUARAN	TEE DEPOSIT AND/	OR SERVICE CH	ARGE RECEIPT	1057
Water Deposit \$	Sewer Deposit S		TAPPING FEE Not Refundable S	
Received from			Date	_, 19
Street and Town			Acc: No	
Mailing Address			1	
Lct No.			Subdivision	·····
WATER PLANT CAPACITY NON REFUNDABLE \$	FIRE HYDRANT FEE NON REFUNDABL	£ \$	SEVER PLANT CAPACITY NON REFUNDABLE 5	
PRIDENTLY INVESTED NON REPORT OF THE PROPERTY INVESTED NON REPORT OF THE PROPERTY IN THE COMPANY OF THE COMPANY	or water sewer analog pas device which may be not in the formal of the case of the formal of the case of the formal of the case of the formal	Among other rules and requiations shall have access at all responding in maintaining and inspecting or religious operationance ander or resuch performance shall not be liable. The customer number agrees that all lands of mailing bills and if not so ball a serior reconnecting.  It is number understood and agreed.	THE CUSTOMER AGREES THAT THE DURY AUMON OURS TO THE PREMISE ST THE CONSUMER TO THE CONSUMER TO THE CONTROL STATEMENT OF THE CONTROL STATEMENT OF THE CONTROL THE C	Dollars  congent of the Company in the outrose of installing steels and other outroses with the Consumer and of  coming control summer occurs at the meter summer occurs at the meter
By the signing of this agreement, the customer recognition of the Company, and any amendments there in the company and any amendments there is a spectrum of the spriny of the spring of	סחנ צחסם בייטור בייטור שינו ועי שוני מו וכי בייטור מו	Aqua U	tilities Florida, Inc.	
TONSUMER		3v		

RICK HUGUS ISSUING OFFICER

#### APPLICATION FOR WATER AND/OR SEWER SERVICE

AQUA UTILITIES FLORIDA, INC. 6960 Professional Parkway East, Suite 400 Sarasota, FL 34240 (941) 907-7400 (800) 250-7532

Please read and complete the form below. Indicate exactly how you would like the name on the account.

A security deposit is required to establish an account with the utility company. The deposit will be charged on your first bill along with an account set up fee. This deposit shall not preclude the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to the Company, regardless of the sufficiency of the deposit to cover such indebtedness for service. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after 25 months of a satisfactory payment record. The utility company reserves the right to require a new deposit or increase a deposit amount due to an unsatisfactory payment record.

This application must be completed, signed and returned within 14 days of beginning service or service is subject to disconnection.

PLEASE PRINT	
Customer Name	
Spouse Name:	The state of the s
Service Address	
Mailing Address (if different)	
City	StateZıp
Previous Address	
	Drivers License No.:
Local Home Phone No.:	Other Home Phone No.:
Business Phone No .	Alternate Phone No.:
How many persons will be living in your househousehousehousehousehousehousehouse	old? Date Service is to begin
	es and regulations of Aqua Utilities Florida, Inc. I (we) agree to part. I (we) have been informed of and agree to pay all connection fee les Florida, Inc.
Signature·	Date·
Owner ( ) Tenant ( ) Agent ( ) Print Name	Phone
For Office Use Only	
Residential ( ) General Service ( )	Deposit and set up fee charged ( ) Date
Company Acco	ount Number CSR Initials

RICK HUGUS
ISSUING OFFICER

PRESIDENT

TITLE

ORIGINAL SHEET NO. 25.0

WATER TARIFF

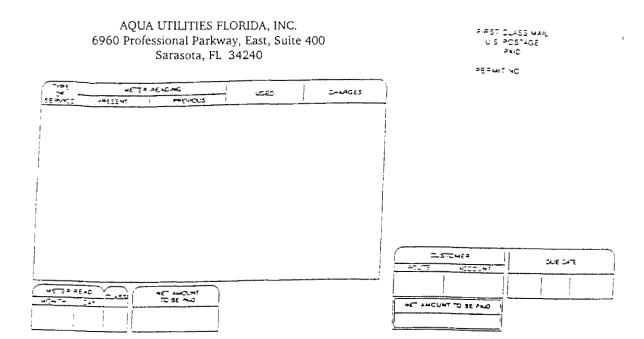
APPLICATION FOR METER INSTALLATION
Not Applicable.

RICK HUGUS
ISSUING OFFICER

PRESIDENT TITLE

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# COPY OF CUSTOMER BILL



MAIL THIS STUB WITH YOUR PAYMENT

RICK HUGUS ISSUING OFFICER

WATER TARIFF

# INDEX OF SERVICE AVAILABILITY POLICY

DESCRIPTION	SHEET NO.	PARAGRAPH NO.
ADJUSTMENT PROVISIONS	28.6	24.0
HELD FOR FUTURE USE	28.2, 28.3	6.0, 10.0
ALTERATION OF EXISTING OFF-SITE FACILITIES	28.4	16.0
APPLICATION AND DEPOSIT	28.0	2.0
CALCULATION OF FEES FOR EXISTING FACILITIES	29.4	18.0
CAPTIONS	28.7	28.0
CONFLICT	28.7	27.0
DEFINITIONS	28.6	25.0
DEVELOPER/APPLICANT RESPONSE	28.2	5.0
DEVELOPER WARRANTY	28.4	14.0
ENLARGEMENT OF FACILITIES	28.4	13.0
INSPECTION FEES	28.3	9.0
LENGTH OF EXTENSION	28.4	17.0
MAIN EXTENSION	28.2	7.0
NON-QUALIFIED APPLICATION	28.0	3.0

RICK HUGUS
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PRESIDENT

TITLE

# INDER OF SERVICE AVAILABILITY POLICY

DESCRIPTION	SHEET NO.	PARAGRAPH NUMBER
OFF-SITE FACILITIES .	29.4	15.0
CN-SITE FACILITIES	28.3	12.0
ORDINANCE	29.6	23.0
PUBLIC WAYS AND PRIVATE EASEMENTS	29.5	20.0
PURPOSE AND SCOPE	29.0	1.0
REFUNDABLE ADVANCES FOR EXTENSIONS	29.2	8.0
SERVICE OUTSIDE TERRITORY	29.5	22.0
SCHEDULE OF FEES AND CHAFGES	21.4	N/A
SPECIAL CONTRACTS	29.3	11.0
TABLE OF DAILY FLOWS	29.0	N/A
TIME ALLOTKENT FOR ENGINEERING & CONSTRUCTION	29.5	21.0
UTILITY OWNERSHIP	29.5	19.0
UTILITY PESPONSE	28.1	4.0

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ISSUING OFFICER

#### SERVICE AVAILABILITY POLICY

#### 1.0 PURPOSE AND SCOPE

This Service Availability Policy is to insure a uniform, consistent and nonciscriminatory apportionment of the costs of construction/expansion between persons who wish to obtain service from the Utility's water systems whether in existence or to be constructed. Expansions of the distribution system or treatment plant owned or operated by Utility, which are made to extend service to additional customers and which require payment of one or more of the following charges, plant capacity charges, advance, tap fee, extension fee, contributions-in-aid-of-construction and other related charges are subject to the Service Availability Policy.

#### 2.0 APPLICATION AND DEPOSIT

Application for all types of water extension and/or treatment plant expansion shall be made in writing on forms provided by the Utility. The Developer/Applicant will furnish the Utility a deposit sufficient to cover expenses, as determined by the Utility, of the cost of the initial investigation. The application forms shall require at a minimum the following information:

- A. A legal description of the property including reference to section, range, and township boundaries.
- A boundary survey of the property.
- C. The present coming classification of the property: a preliminary plat map and development plan including stages where appropriate.
- D. The intended land use of the development, including densities, types, commercial, etc.
- E. Statement of the nature of title or interest held by the Applicant in the described property.
- F. Name and mailing address of the corporation, firm, or incividuals making the application for service.
- G. The estimated date service will be needed.
- The number of potential living units for residential developers and an estimate of flow requirements for General Service customers. Flow requirements should include any estimate for fire flow and details of how estimated flows were determined.

#### 3.0 NON-QUALIFIED APPLICATION

The Utility will not be obligated to respond to general verbal types of inquiries.

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# 4.0 UTILITY RESPONSE

The Utility will respond to Developer/Applicant within thirty (30) days as to whether if will be able to serve the area covered in the application.

- A. If the response of the Utility is negative, the Utility shall provide the applicant with the reasons therefore, along with the estimate of the time when service might become available to the property that is the subject of the application along with the remainder of the unused application deposit.
- B. When Utility response is positive, the Utility will within sixty (60) additional days from time of required response, furnish Developer/Applicant at cost of the Developer/Applicant the information from the following list in the form of a proposed Developer's Agreement or Service Contract:
  - Preliminary sketch of facilities to be installed.
  - 2. General specifications such as the size and type of materials to be used.
  - 3. Estimate of the cost to be born by Developer/Applicant:
    - a) Water plant capacity charge, as shown in the tariff sheets.
    - b) Water main extension charge where applicable, as shown in the tariff sheets.
    - c) Refundable advances and extension fees where applicable, Paragraphs 7.0 and 8.0 of this Policy.
    - Contributions-in-aid-of-construction for oversized existing facilities, Paragraph 18.0 of this Policy.
    - e) Tap fees where they are to be paid by Developer/Applicant as shown in the tariff sheets.
    - f) Inspection and review fees, Paragraph 9.0 of this Policy.
    - g) Special fees, as shown in Paragraph 11.0 of this Policy.
    - h) The amount, if applicable, for service outside of certificated area, Paragraph 22.0 of this Policy.
    - I) Cost of facilities including engineering and legal.

The written response of the Utility will clearly indicate the following statement: "Utility shall be obligated to furnish water service to an Applicant only as a result of and under the terms of a properly executed Developer's Agreement or contract."

RICK HUGUS
ISSUING OFFICER

PRESIDENT TITLE

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#### 5.0 DEVELOPER/APPLICANT RESPONSE

The applicant will have thirty (30) days to either accept or reject the proposal furnished by the Utility in accordance with Paragraph 4.0 of this policy. Should the applicant accept the proposal and estimates of the Utility, the standard contract, hereinafter termed "Developer's Agreement", shall be drawn by the Utility and executed by both parties and shall contain the obligations and requirements of each party to the agreement. Where the Developer/Applicant does not plan to proceed, the Utility will refund any unused deposits.

6.0

(RELD FOR FUTURE USE)

# 7.0 MAIN EXTENSION

Developer will be required to pay all costs of main extensions and upgrading of Utility's distribution system which may be deemed necessary by Utility to furnish service in compliance with all regulatory authorities to Developer's property. Any possible refund of these costs will be per Developer's Agreement. Any advances for construction required of Developer, for the purpose of capacity available to future third party developers, shall provide for refunds to the original Developer as provided for in Developer's Agreement.

# 8.0 REFUNDABLE ADVANCES FOR EXTENSIONS

The Utility may require that the Developer advance the cost of the facilities to be installed pursuant to the Developer's Agreement. The sums advanced will be either in the form of money or facilities. The Utility will collect advances and/or contributions-in-aid-of-construction from dustomers or other developments connecting to the facilities installed pursuant to the Developer's Agreement. These sums so collected will be refunded to the Developer provided that no refund will be due for fees collected after an eight (8) year period from date of Agreement and further that the maximum to be refunded will not exceed the advance made by the Developer.

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9.0 INSPECTION FEES

Engineering plans and construction of facilities by a Developer which are to become a part of the Utility's system will be subject to review, approval and inspection by the Utility. For this service, Utility may charge an inspection and plan review fee based upon the actual cost of the Utility for review of plans and/or inspection of facilities constructed by Developer. Such fees shall be paid by Developer in addition to all other charges above stated, as a condition prior to service.

10.0

(HELD FOR FUTURE USE)

11.0 SPECIAL CONTRACTS

If the prospective revenue from a proposed system expansion/extension appears to be inadequate to defray the costs of operation relative thereto, the Utility and the party or parties requesting the extension/expansion may enter into special contract for revenue guarantees or other such arrangements as will make the expansion self supporting.

# 12.0 ON-SITE FACILITIES

Cn-site water facilities may be provided through Utility investment or by the Developer through refundable advance or contribution-in-aic-ofconstruction in accordance with this Policy and the master plan of the Utility to the extent the Utility requests the same, these facilities shall be conveyed to the Utility by a bill of sale free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, right-of-ways, as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, and engineering, administrative and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

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# 13.0 ENLARGEMENT OF FACILITIES

In the event that the Utility decides to install facilities for its future benefit which are larger than normally required in the requested extensions, appropriate adjustment shall be made based on the relative costs with the costs attributable to excess capacity covered by Utility investment or refundable advance agreement as defined in the contract between Utility and Developer.

# 14.0 DEVELOPER WARRANTY

Upon conveyance of title to the aforesaid system by Developer to Utility and upon acceptance thereof by Utility, Utility may require a one year maintenance bond from Developer (either cash or a surety company acceptable to Utility) in an amount equal to 30% of the actual cost of construction of said system.

# 15.0 OFF-SITE FACILITIES

Off-site water facilities shall be provided through Utility investment or by the Developer through refundable advance or contributions-in-aid-ofconstruction in accordance with this Policy and the master plan of the Utility. These facilities to the extent requested by the Utility, shall be conveyed to the Utility by a bill of sale free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, rights-of-way, as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, engineering, administrative, and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

# 15.0 ALTERATION OF EXISTING OFF-SITE FACILITIES

The costs of any necessary expansions and/or alteration of the existing systems in order to supply the demands of the Developer, as determined by the Utility, will be born by the Developer or through Utility investment.

#### 17.0 LENGTH OF EXTENSION

In arriving at the length of a water main extension necessary to render service to any point, the distance from such point to the nearest existing water main shall be considered along lines of proper construction in accordance with Utility approved engineering standards.

# 18.0 CALCULATION OF FEES FOR EXISTING FACILITIES

Where a Developer is connecting to facilities which have been oversited either through previous refundable agreements or through the Utility's investment, the Developer will pay a fee to cover previous excess facilities provided, based on the Utility's calculation of the Developer's share of the facilities.

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# 19.0 UTILITY OWNERSHIP

Any facilities subject to these rules shall be owned and maintained by the Utility.

# 20.0 PUBLIC WAYS AND PRIVATE EASEVENTS

Extension will be made in the county dedicated and accepted public way and/or private recorded easements, provided that final grades have been established. All easements shall provide right of use by the Utility to additionally serve property other than that of the Developer. If extensions are made when grades have not been established and there is reasonable probability that the existing grade will be changed, the Utility may require the Developer(s) seeking the main extension to deposit, at the time of execution of the Developer's Agreement, the estimated net cost of relocating, raising, or lowering the facilities upon establishment of final grades. Any excess of the deposit over actual costs of relocating the facilities shall be refunded to the Developer without interest.

# TIME ALLOTMENT FOR ENGINEERING AND CONSTRUCTION

Upon receipt of the executed Developer's Agreement the Utility and the Developer shall proceed with the final engineering plans and specifications that each will be responsible for and shall submit such plans and specifications after receiving approval of the Utility to the appropriate regulatory agencies for final approval.

The Utility will be allowed a reasonable period of time from the date of the receipt of the Developer's Agreement to complete the final engineering plans and construct the plant facilities where necessary to serve the Developer. The Developer will provide, without cost to the Utility, all information required by the Utility to design and/or otherwise prepare the noted engineering.

# 22.0 SERVICE CUTSIDE TERRITORY

Providing service outside of the Utility's territory requires formal proceedings before the Florida Public Service Commission. Therefore, it entails engineering, administrative, and legal expenses in addition to costs incurred by the Utility to provide service within its territory. The Utility, therefore, will not be obligated to provide service outside the territory unless the Developer agrees in advance to defray those initial expenses and to pay the estimated costs thereof and the services approved by the Florida Public Service Commission. The advancement will be adjusted to conform with actual expenses after proceedings have been completed. The Utility will further make such extensions outside the territory only if the extensions and treatment plant reservation or expansion to serve such extensions are economically feasible.

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# 23.0 ORDINANCE

Where an extension must comply with an ordinance, regulation or specification of a public authority, the cost or estimated cost of said extension shall be based upon costs required to comply therewith.

# 24.0 ADJUSTMENT PROVISIONS

The charges set forth in this Policy and contracts drawn pursuant thereto are subject to prospective adjustment by appropriate action of the governmental agency having jurisdiction of this Policy, whether upon the initiative of the governmental agency or by request of the Utility.

# 25.0 DEFINITIONS

Terms not specifically defined herein or elsewhere in this Policy are considered to have their commonly understood meaning. Otherwise, for the purpose of this Policy the following shall apply:

- A. ACTIVE CONNECTION a connection to the Utility's system at the point of delivery of service, whether or not service is currently being provided for which an application has been made to the Utility and/or a service deposit posted by a Customer.
- B. CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION (CIAC) shall include any amount or item of money, services, or property received by a utility from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents a donation or contribution to the capital of the utility and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public.
- C. HYDRAULIC SHARE the pro-rata share of the capabilities of the Utility's facilities to be made available for service to the Developer. The pro-rata share is multiplied by the unit cost of providing the facilities to determine the proportional share of the cost thereof to be borne by the Developer.
- D. UNUSED CONNECTION a water service that terminates at the point of delivery of service and is available for connection by the Customer, but the proposed Customer's water line has never been connected at the point of delivery of service.
- E. REFUNDABLE ADVANCE + means money paid for the installation of or property transferred to the Utility by the Developer/Applicant for facilities which may or may not be used and useful for a period of time. The advance is made so that the proposed extension may be rendered economically feasible. The advance is returned to Developer over a specified period of time in accordance with a

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Developer's Agreement as additional users connect to the system. The purpose of the refundable advance is to reduce the cash burden upon the Utility by providing a source of funds for the Utility when such funds may not otherwise be available, and thus minimum the cost of capital expenditures to the existing customers.

- F. TREATMENT PLANT FACILITY facilities used for treatment and distribution of water.
- G. TYPES OF PROPERTIES:
  - RESIDENTIAL AND MULTI-RESIDENTIAL all property devoted to one family dwelling units, duplexes, triplexes, townhouses, multifamily, and mobile homes.
  - GENERAL SERVICE all property devoted to industrial, business, educational, or other categories not covered by the above.
- H. "EQUIVALENT RESIDENTIAL CONNECTION" for the purpose of this policy means the utilization of a building's space in such a manner as to have the potential of requiring two hundred fifty-five (250) gallons of water per day. Equivalent residential connections for the usages set forth herein shall be as shown in the Table of Daily Flows, Service Availability Sheet No. 37.
- OFF-SITE FACILITIES the water distribution trunk mains, the purpose of which is to distribute water to the several properties within said territory.
- J. CN-SITE FACILITIES the portion of the water distribution system and treatment facility which has been or is to be located wholly within the property which is the subject of the extension agreement. In the event that a trunk main crossed the property of Developer, the on-site facilities shall be considered the water distribution system that is located on the Developer's property but outside of the easement containing said trunk line.

#### 25.0 CAFTIONS

The use of captions herein is for convenience only and shall not be utilized in construction of the content of paragraphs.

# 27.0 CONFLICT

In the event of any conflict between the Service Availability Policy and any portion of any Order or Code issued by the Florida Public Service Commission, then the Order or Code shall in all instances prevail after the charges to the Service Availability Policy have been properly approved by the Florida Public Service Commission.

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WATER TARIFF

# TABLE OF DAILY FLOWS

TABLE OF BRIDE	
<del></del>	Est. Daily Flows
Types of Building Usage	of Water
Bars and Cocktail Lounges	5 gpd/seat
Boarding Schools (students and staff)	85 gpcd(2)
Bowling Alleys (toilet wastes only, per lane)	110 gpd
Country Clubs (per member)	30 gpcd
Day Schools (students and staff)	10 gpcd
Drive-In Theaters (per car space)	5 gpa
Factories (with showers)	30 gpcd
Factories (with showers)	10 gpd/100 sq. ft.
ractories (Without Showers)	275 gpd/bed
Hospitals (with laundry)	220 gpd/bed
Hospitals (without laundry)	165 gpd/rm or unit
Hotels and Motels (no restaurants or laundry)*	
Laundromats	250 gpd/washer
Mobile Homes, Apartments, Condominiums & Townhouses.	200 gpd/unit
Movie Theaters, Auditoriums, Churches (per seat)	3 gpd
Nursing Homes	110 gpd/bed
Office Buildings	10 gpd/100 sq. ft.
Public Institutions (other than those listed)	85 gpcd
Restaurants (per seat)	55 gpd/seat
Restaurants (fast food) (per seat)	30 gpd/seat
Single-Family Residence	
Water: 5/8" x 3/4" Meter	250 gpd
1" Mecer	350 gpd
1 4" Meter	450 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd
Stores (without kitchen wastes)	5 gpd/100 sq. ft.
Speculative Buildings	30 gpd plus
	10 gpd/100 sq. ft.
Warehouses	30 gpd plus
	10 GPD/1000 sq. ft.

<sup>(1)</sup> gpd - gallons per day

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<sup>(2)</sup> gpcd - gallons per capita per day

<sup>\*</sup> Motels and Hotels with other facilities to be qualified as per schedule (i.e., with laundry add 55 gpd, with restaurant add 55 gpd per seat.)

# WASTEWATER TARIFF

LAKE SUZY UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

# WASTEWATER TARIFF

# LOCAL OFFICE

LAKE SUZY UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC. NAME OF COMPANY

6960 PROFESSIONAL PARKWAY EAST, SUITE 400

SARASOTA, FL 34240 ADDRESS OF COMPANY

PHONE: (941) 907-7400 - EMERGENCY: (800) 250-7532 (Business & Emergency Telephone Numbers)

# CORPORATE OFFICE

762 WEST LANCASTER AVENUE

BRYN MAWR, PA 19010

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

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#### WASTEWATER TARIFF

# WASTEWATER TARIFF

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ORIGINAL SHEET NO. 3.0

WASTEWATER TARIFF

# TERRITORY SERVED

CERTIFICATE NUMBER - 496-S

COUNTY - DeSoto/Charlotte

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

PSC-00-0575-PAA-WS

03/22/2000

970657-WS

Original
Certificate

(Continued to Sheet No. 3.1)

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WASTEWATER TARIFF

#### DESCRIPTION OF TERRITORY SERVED

All of the land in Sections 31 and 32. Township 39 S. Range 23 E DeSoto County, Florida less and except parcels 1, 2 and 3 in said section 31, with all parcels more particularly described as follows:

#### LESS AND EXCEPT LAND IN SECTION 31 DESOTO COUNTY

All three (3) parcels of land are in Section 31. Township 39 South, Range 23 East, DeSoto County Florida. Bearings used in this description are taken from a deed recorded in Official Record Book 130. Pages 570-571, of said public records of DeSoto County. Florida. Said tracts are described as follows.

Begin at the southeast corner of section 31. Thence N 89°38'45" W along the south line of said section 31. 2388 17 feet, thence N 25°01'05" W, 39 15 feet, thence N 32°09'31" W, 134 59 feet; thence N 58°16'39" W, 152 45 feet; thence N 08°41'03" E. 58 79 feet; thence N 11°35'37"E, 720 86 feet, thence N 22°03'27" W, 563.84 feet; thence N 20°08'35" E, 472 51 feet to the POB of Parcel 1 of 2, Said POB being a point on a curve concave to the southwest with a radius of 400.00 feet and a tangent bearing of S 78°44'54" E; thence Southeasterly along arc of said curve, 369.13 feet; thence S 50°22'47" W, 159 29 feet; thence S 17°21'14" E, 704.05 feet; thence S 20°42'20" W, 582 63 feet; thence S 68°11'54" E, 177.71 feet; thence N 74°35'19" E, 353 72 feet; thence S 65°20'26"E, 726.23 feet; thence N 30°55'45"E, 287.95 feet; thence N 45°35'19" W, 863.70 feet; thence N 47°17'25" W, 194.61 feet; S 65°37'18" W, 58 42 feet to a point on a curve concave to the southwest with a radius of 460 00 feet, said course is radial to said curve, thence northwesterly along arc of said curve, 427 14 fee, to a point on said curve to be labeled as POINT A; thence continuing along said curve 296.21 feet through a total angle of 90°06'00"; thence S 65°31'26" W, 239 89 feet to the easterly ROW of Kingsway Circle, thence S 24°28'34" E along the easterly ROW of Kingsway Circle, 60.00 feet; thence N 65°31'26" E, 241.76 feet to a point on a curve concave to the southwest with a radius of 400 00 feet; thence N 65°31'26" E, 241.76 feet to a point on a curve concave to the southwest with a radius of 400 00 feet; thence N 65°31'26" E, 241.76 feet to a point on a curve concave to the southwest with a radius of 400 00 feet; thence northeasterly along arc of said curve 249 43 feet to the POB being parcel 1 of 3.

Thence beginning at above referenced POINT A: thence N  $67^{\circ}18'04''$  W. 240 34 feet; thence N  $74^{\circ}28'27''$  W, 56.04 feet; thence N  $05^{\circ}02'43''$  E, 309.07 feet; thence N  $42^{\circ}08'49''$  E, 189.00 feet; thence S  $85^{\circ}12'39''$  E, 778.88 feet; thence S  $74^{\circ}40'25''$  E, 365.65 feet; thence N  $66^{\circ}43'21''$  E, 116.00 feet, thence S  $58^{\circ}43'09''$  E, 183.27 feet to the POB of parcel 2 of 3; thence S  $10^{\circ}57'21''$  W, 110.00 feet; thence N  $76^{\circ}33'11''$  E, 814.18 feet; thence N  $02^{\circ}30'36''$  W, 169.87 feet to the ROW of Kingsway Circle thence S  $87^{\circ}29'24''$  W, 465.49 feet along the ROW of Kingsway Circle to a point on a curve concave to the north with a radius of 530.00 feet, thence westerly along arc of said curve 67.52 feet; thence N  $85^{\circ}12'39''$  W, 217.99 feet; thence S  $04^{\circ}47'21''$  W, 221.24 feet; thence S  $58^{\circ}43'09''$ E, 51.12 feet to the POB being Parcel 2 of 3.

All that portion of section 31 township 39 S Range 23 E DeSoto County Florida lying southwesterly of the Interstate Highway # 75 being more particularly described as follows:

Begin at the southwest corner of section 31, then North along section line to the right of way of 1.75 (569.00 feet plus or minus) then Southeasterly along 1-75 right of way to the intersection of South section line (672.1 feet plus or minus) then West to the point of beginning (370.99 feet plus or minus) containing 2.4 acres more or less being Parcel 3 of 3.

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WASTEWATER TARIFF

HELD FOR FUTURE USE

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#### 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" Lake Suzy Utilities, Inc.
- 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)

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LAKE SUZY UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

#### 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.
- 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.
- "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 and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

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LAKE SUZY UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

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ORIGINAL SHEET NO. 7.0

#### WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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#### RULES AND REGULATIONS

- 1.0 <u>POLICY DISPUTE</u> 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.
- 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 <u>SIGNED APPLICATION REQUIRED</u> - 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 is 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.

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 <u>APPLICATIONS BY AGENTS</u> - Applications for wastewater service requested by firms, partnerships, association, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is 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.

(Continued to Sheet No. 9.0)

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WASTEWATER TARIFF (Continued from Sheet No. 8.0)

5.0 <u>WITHHOLDING SERVICE</u> - 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 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- LIMITATION OF USE Wastewater service purchased from the Company shall 7.0 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 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 wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. 10.0)

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(Continued from Sheet No. 9.0)

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 adjustment, 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 in accordance with Rule 25-30.250, Florida Administrative Code.

- 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 may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 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.
- INSPECTION OF CUSTOMER'S INSTALLATION All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and

(Continued to Sheet No. 11.0)

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ORIGINAL SHEET NO. 11.0

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

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.

Not withstanding 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.

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.
- BILLING PERIODS Bills for wastewater service will be rendered Monthly, 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. 12.0)

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(Continued from Sheet No. 11.0)

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 a five (5) day 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 payments 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 <u>CHANGE OF OCCUPANCY</u> When a change of occupancy takes place on any premises supplied by the Company with wastewater service, <u>written</u> notice thereof shall be given at the office of the Company not less

(Continued to Sheet No. 13.0)

RICK HUGUS ISSUING OFFICER

(Continued from Sheet No. 12.0)

than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all wastewater 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 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 location to anther, if both locations are supplied wastewater service by the Company; the customer's deposit may not be transferred from one name to another.

Not withstanding the above, the Company will accept telephone orders, for the convenience of its customer's, 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 <u>UNAUTHORIZED CONNECTIONS WASTEWATER</u> 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 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 <u>ADJUSTMENT OF BILLS</u> When a customer has been overcharged or undercharged as a result if incorrect application of the rate schedule, incorrect reading of the meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350, Florida Administrative Code.

(Continued to Sheet No. 14.0)

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(Continued from Sheet No. 13.0)

- 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' premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.
- TEMPORARY DISCONTINUANCE OF SERVICE At any time, a customer may request a temporary discontinuance of service in order that the customer is not billed for any wastewater usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the company to be able to recover its fixed cost of having wastewater service available to those premises upon request by the customer.

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# INDEX OF RATES AND CHARGES SCHEDULES

	Sheet No.
AFPI Charges	18.5
Customer Deposits	18.1
General Service, GS	16.0
Miscellaneous Service Charges	18.3
Multi-Residential Service, MS	18.0
Residential Service, RS	17.0
Service Availability Fees & Charges	18.4

RICK HUGUS ISSUING OFFICER

PRESIDENT

TITLE

# GENERAL SERVICE -- CHARLOTTE & DESOTO COUNTIES

# RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all customers for which no other

schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission

BILLING PERIOD - Monthly

RATE

Meter <u>Size</u>	Base Facility Charge
5/8' X 3/4"	\$ 29.27
3/4"	43.89
1"	73.16
1 1/2"	146.31
2"	234.10
3"	468.18
4"	731.54
6"	1,463.09

GALLONAGE CHARGE - Per 1,000 gallons \$ 10.40

MINIMUM CHARGE - Applicable 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 - Name Change

RICK HUGUS
ISSUING OFFICER

LAKE SUZY UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

# RESIDENTIAL SERVICE -- CHARLOTTE & DeSOTO COUNTIES

#### RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences

and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this

Tariff and General Rules and Regulations of the

Commission

BILLING PERIOD - Monthly

RATE

**Base Facility Charge** 

All Meter Sizes \$ 29.27

GALLONAGE CHARGE - Per 1,000 gallons \$ 8.66

(6,000 Gallon Maximum)

MINIMUM CHARGE - \$ 29.27

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 - Name Change

RICK HUGUS
ISSUING OFFICER

LAKE SUZY UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

#### MULTI-RESIDENTIAL SERVICE -- CHARLOTTE & DeSOTO COUNTIES

#### RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for 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 - Monthly

RATE

		Meter Size	<u>Base</u> Facility Charge
		5/8' X 3/4"	\$ 29.27
		3/4"	43.89
		1"	73.16
		1 1/2"	146.31
		2"	234.10
		3"	468.18
		4"	731.54
		6"	1,463.09
GALLONAGE CHARGE	-	Per 1,000 gallons	\$ 10.40

MINIMUM CHARGE - Applicable 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 . Name Change

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#### 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:

#### Residential and General Service

5/8 x 3/4"	\$Twice	the	Estimated	Monthly	Bill
1 "	\$Twice	the	Estimated	Monthly	Bill
1 1/2"	\$Twice	the	Estimated	Monthly	Bill
Over 2"	\$Twice	the	Estimated	Monthly	Bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. 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 on Sheet No. 19.1)

RICK HUGUS
ISSUING OFFICER

LAKE SUZY UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

ORIGINAL SHEET NO. 18.2

WASTEWATER TARIFF

(Continued from Sheet No. 19.0)

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 disconnected 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 <a href="May">May</a>— each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has 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 - Name Change

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ISSUING OFFICER

#### MISCELLANEOUS SERVICE CHARGES

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

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

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

<u>VIOLATION CONNECTION</u> - 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	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$Actual Cost[1]
Premises Visit Fee (in lieu of disconnection)	\$ 10.00

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

EFFECTIVE DATE -

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#### SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO SERVICE AVAIL. POLICY

DESCRIPTION TUUOMA SHEET NO./RULE NO.

Customer Connection (Tap-in) Charge

5/8" x 3/4" metered service \$Actual Cost
1" metered service \$Actual Cost
1 1/2" metered service \$Actual Cost
2" metered service \$Actual Cost
Over 2" metered service \$Actual Cost

Allowance for Funds Prudently Invested..... See Sheet No. 18.5

Inspection Fee......Actual Cost

Main Extension Charge

Residential, per ERC (209 GPD) \$186.00 All other, per gallon \$ .86

<u>Plan Review Charge</u>..... Actual Cost

Plant Capacity Charge

Residential, per ERC (209 GPD) \$1,950.00 All others, per gallon \$ 9.33

System Capacity Charge

Residential, per ERC (225 GPD) N/A All others, per gallon N/A

EFFECTIVE DATE -

TYPE OF FILING - Name Change

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# ALLOWANCE FOR FUNDS PRUDENTLY INVESTED (AFPI) - WASTEWATER

AVAILABILITY: Available throughout the area served by Lake Suzy Utilities, Inc.

APPLICABILITY: To all future wastewater customers who have not paid a plant capacity charge and are not an active utility

customer.

CHARGES:

A one-time charge based upon the month the customer begins receiving service and paying monthly service

fees.

#### SCHEDULZ OF CHARGES

	1996	1997	1998	1999	2000	2001	2002
January February March April May June July August September October November December	15.16 30.32 45.48 60.64 75.80 90.96	106.13 121.29 136.45 151.61 166.77 181.93 197.49 213.05 228.52 244.18 259.74 275.30	290.87 306.43 321.99 337.55 353.12 368.68 385.35 402.03 418.70 435.38 452.05 468.73	485.40 502.08 518.75 535.43 552.10 568.77 586.67 604.57 622.46 640.36 658.25 676.15	694.04 711.94 729.93 747.73 765.62 783.52 802.75 821.99 841.22 860.46 879.69 898.93	918.16 937.40 956.63 975.96 995.10 1,014.33 1,014.33 1,014.33 1,014.33 1,014.33 1,014.33	1,014.33 1,014.33 1,014.33 1,014.33

NCTE 1: Charge is per equivalent residential connection (ERC) (One ERC = 209 GPD)

EFFECTIVE DATE -

TYPE OF FILING - Name Change

RICK HUGUS
ISSUING OFFICER

#### INDEX OF STANDARD FORMS

	Sheet	No.
APPLICATION FOR WASTEWATER SERVICE	21.0	
COPY OF CUSTOMER'S BILL	22.0	
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	20.0	
HELD FOR FUTURE USE	N/A	

RICK HUGUS
ISSUING OFFICER

PRESIDENT TITLE

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#### CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

CONSUMER'S GUARAL	NTEE DEPOSIT AND/	OR SERVICE CI	LARGE RECEIPT	1057
Water Deposit \$	Sewer Deposit \$		TAPPING FEE Not Refundable \$	
Received from			Date	
Street and Town			Acct No	
Muiling Address				
Let No			Subdivision	
WATER PLANT CAPACITY NON REFUNDABLE \$	FIRE HYDRANT FEE NON REFUNDABL	<u> </u>	SEIFER PLANT CAPACITY NON REFUNDABLE \$	
TATER ALLOTANCE FOR FUNDS PRUDENTLY INVESTED NON RE	FUNDABLE \$	SEWER ALLOWANCE PRIDENTLY INVE	FOR FUNDS ESTED NON REFUNDABLE S_	
As a Deposit				Doilars
Deposition of pursuing all indeptedness of pursuing all indeptedness of operating and the Company by said consumer appreciate of discharge of any indeptedness of the constitutionary may use such deposit as for company may use such deposit and the presental service observed by this deposit, and the presental Company agrees of return to the consumer the deposit	s for water sever shows has service which may be consumer signess that back that thereof may be absolute owner thereof signal the controllers and the controllers with the controllers and the controllers which the controllers which the controllers are several several services.	Among other rules and regulable shall have access at all reasonab translationing and inspecting at the rules and performance under to such performance shall hall be lia.		r me purpose at instituing trers and lamer purposes with the Dansumer and in
This small not preduce the Company from discontinu pepositill egardless of the sufficiency of said deposit to o	ing or non-payment the amount covered by his cover such independents for such service		If all bills, or water sever shoror gas charges base the Company will have the hight to disci-	
The Company hereby toknowingon the membral of the dater and the states of tonnecting to the mains of the Mater and the stocke stated componial to the states and the states and the states are states as the states are states are states as the states are states are states as the states are states as the states are states are states as the states are states are states as the states are states are states as the states are states as the states are	tooke shadhing and accepts came as lightygled accept a second process.		ed mat the same of water and/or gas to the con- unstitution retained to service after said water	
3) The signing of this agreement the customer recoordings across of the Company, and any amenoments that menoments the spectron of the spectro of the spectron of the spectron of the spectron of the spectron	מער צעוסמפיורבו מער אית מיהו ול אינטבו מופופ	Aqua	Utilities Florida, Inc.	
		Bv		
CONSUMER				

RICK HUC	gus
ISSUING	OFFICER
PRESIDEN	JT
TITLE	

LAKE SUZY UTILITIES, INC. d/b/a AQUA UTILITIES FLORIDA, INC.

WASTEWATER TARIFF

#### APPLICATION FOR WATER AND/OR SEWER SERVICE

AQUA UTILITIES FLORIDA, INC 6960 Professional Parkway East, Suite 400 Sarasota, FL 34240 (941) 907-7400 (800) 250-7532

Please read and complete the form below. Indicate exactly how you would like the name on the account.

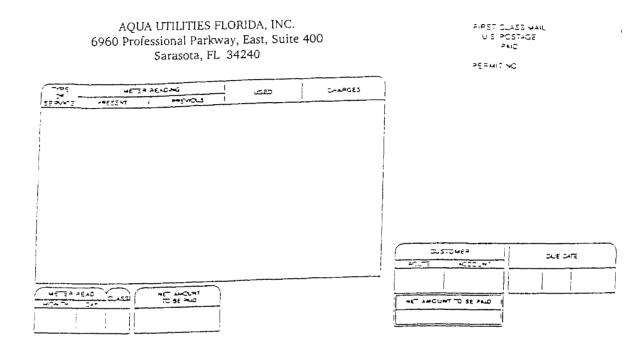
A security deposit is required to establish an account with the utility company. The deposit will be charged on your first bill along with an account set up fee. This deposit shall not preclude the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to the Company, regardless of the sufficiency of the deposit to cover such indebtedness for service. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after 25 months of a satisfactory payment record. The utility company reserves the right to require a new deposit or increase a deposit amount due to an unsatisfactory payment record.

This application must be completed, signed and returned within 14 days of beginning service or service is subject to disconnection.

PLEASE PRINT		
Customer Name		
Spouse Name:		
Service Address		<u> </u>
Maılıng Address (if dıfferent).		
City	State	Zıp
Previous Address		***
Social Security No.:	Drivers License	e No
Local Home Phone No :	Other Home P	hone No.:
Business Phone No	Alternate Phor	ne No.:
How many persons will be living in your hou	sehold? Dat	e Service is to begin:
I (we) the undersigned agree to abide by the the water and/or sewer bills in a prompt mai and water fees due for connection to Aqua U	nner. I (we) have been inf	
Signature:	Date	
Owner ( ) Tenant ( ) Agent ( ) Print Na	ame	Phone.
For Office Use Only		
Residential ( ) General Service ( )	Deposit and set up f	ee charged ( ) Date:
Company	Account Number	CSR Initials

<u>RICK</u>	HUC	<del>J</del> US
ISSU:	ING	OFFICER

# COPY OF CUSTOMER'S BILL



MAIL THIS STUB WITH YOUR PAYMENT

RICK HUGUS
ISSUING OFFICER

# INDEX OF SERVICE AVAILABILITY POLICY

DESCRIPTION	SHEET NO.	FARAGRAPH NUMBER
ADJUSTMENT PROVISIONS	23.8	24.0
ALTERATION OF EXISTING OFF-SITE FACILITIES	23.6	16.0
HELD FOR FUTURE USE	23.5	10.0
APPLICATION AND DEPOSIT	23.2	2.0
CALCULATION OF FEES FOR EXISTING FACILITIES	23.6	18.0
CAPTIONS	23.9	26.0
CONFLICT	23.9	27.0
DEFINITIONS	23.9	25.0
DEVELOPER/APPLICANT RESPONSE	23.4	5.0
DEVELOPER WARRANTY	23.6	14.0
ENLARGEMENT OF FACILITIES	23.6	13.0
INSPECTION FEES	23.5	9.0
LENGTH OF EXTENSION	23.6	17.0
MAIN EXTENSION	23.4	7.0
NON-QUALIFIED APPLICATION	23.2	3.0

RICK HUGUS
ISSUING OFFICER

# INDEX OF SERVICE AVAILABILITY POLICY ( CONTINUED )

DESCRIPTION	SHEET NO.	PARAGRAPH NUMBER
OFF-SITE FACILITIES	23.6	15.0
ON-SITE FACILITIES	23.5	12.0
ORDINANCE	23.8	23.0
PLANT CAPACITY FEE	23.4	6.0
PUBLIC WAYS AND PRIVATE EASEMENTS	23.7	20.0
PURPOSE AND SCOPE	23.2	1.0
REFUNDABLE ADVANCES FOR EXTENSIONS	23.4	8.0
SERVICE OUTSIDE TERRITORY	23.7	22.0
SCHEDULE OF FEES AND CHARGES	18.4	N/A
SPECIAL CONTRACTS	23.5	11.0
TABLE OF DAILY FLOWS	24.0	N/A
TIME ALLOTMENT FOR ENGINEERING AND CONSTRUCTION	23.7	21.0
UTILITY CWNERSHIP	23.7	19.0
UTILITY RESPONSE	23.3	4.0

RICK HUGUS
ISSUING OFFICER

PRESIDENT TITLE

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#### SERVICE AVAILABILITY POLICY

# 1.0 PURPOSE AND SCOPE

This Service Availability Policy is to insure a uniform, consistent and nondiscriminatory apportionment of the costs of construction/expansion between persons who wish to obtain service from the Utility's wastewater systems whether in existence or to be constructed. Expansions of the collection systems or treatment plant owned or operated by Utility, which are made to extend service to additional customers and which require payment of one or more of the following charges, plant capacity charges, advance, tap fee, extension fee, contributions-in-aid-of-construction and other related charges are subject to the Service Availability Policy.

#### 2.0 APPLICATION AND DEPOSIT

Application for all types of wastewater extension and/or treatment plant expansion shall be made in writing on forms provided by the Utility. The Developer/Applicant will furnish the Utility a deposit sufficient to cover expenses, as determined by the Utility, of the cost of the initial investigation. The application forms shall require at a minimum the following information:

- A. A legal description of the property including reference to section, range, and township boundaries.
- B. A boundary survey of the property.
- C. The present zoning classification of the property: a preliminary plat map and development plan including stages where appropriate.
- D. The intended land use of the development, including densities, types, commercial, etc.
- E. Statement of the nature of title or interest held by the Applicant in the described property.
- F. Name and mailing address of the corporation, firm, or incividuals making the application for service.
- G. The estimated date service will be needed.
- H. The number of potential living units for residential developers and an estimate of flow requirements for General Service customers. Flow requirements should include any estimate for fire flow and details of how estimated flows were determined.

#### 3.0 NON-QUALIFIED APPLICATION

The Utility will not be obligated to respond to general verbal types of inquiries.

RICK HUGUS
ISSUING OFFICER

PRESIDENT\_\_\_\_\_\_\_TITLE

#### 4.0 UTILITY RESPONSE

The Utility will respond to Developer/Applicant within thirty (30) days as to whether it will be able to serve the area covered in the application.

- A. If the response of the Utility is negative, the Utility shall provide the applicant with the reasons therefore, along with the estimate of the time when service might become available to the property that is the subject of the application along with the remainder of the unused application deposit.
- B. When Utility response is positive, the Utility will within sixty (60) additional days from time of required response, furnish Developer/Applicant at cost of the Developer/Applicant the information from the following list in the form of a proposed Developer's Agreement or Service Contract:
  - 1. Preliminary sketch of facilities to be installed.
  - General specifications such as the size and type of materials to be used.
  - 3. Estimate of the cost to be born by Developer/Applicant:
    - a) Wastewater plant capacity charge, as shown in the tariff sheets.
    - b) Wastewater main extension charge where applicable, as shown in the tariff sheets.
    - c) Refundable advances and extension fees where applicable, Paragraphs 7.0 and 8.0 of this Policy.
    - d) Contributions-in-aid-of-construction for oversized existing facilities, Paragraph 18.0 of this Policy.
    - e) Tap fees where they are to be paid by Developer/Applicant as shown in the tariff sheets.
    - f) Inspection and review fees, Paragraph 9.0 of this Policy.
    - g) Special fees, as shown in Paragraph 11.0 of this Policy.
    - h) The amount, if applicable, for service outside of certificated area, Paragraph 22.0 of this Policy.
    - I) Cost of facilities including engineering and legal.

The written response of the Utility will clearly indicate the following statement: "Utility shall be obligated to furnish wastewater scrube to an Applicant only as a result of and under the terms of a properly executed Developer's Adreement or contract."

RICK HUGUS
ISSUING OFFICER

# 5.0 DEVELOPER/APPLICANT RESPONSE

The applicant will have thirty (30) days to either accept or reject the proposal furnished by the Utility in accordance with Paragraph 4.0 of this policy. Should the applicant accept the proposal and estimates of the Utility, the standard contract, hereinafter termed "Developer's Agreement", shall be drawn by the Utility and executed by both parties and shall contain the obligations and requirements of each party to the agreement. Where the Developer/Applicant does not plan to proceed, the Utility will refund any unused deposits.

# 6.0 PLANT CAPACITY CHARGE

Where sufficient existing capacity is not available, the Developer through a refundable advance may provide a plant expansion fee. This fee will be sufficient to allow for an economical expansion of the facilities. Utility will refund monies to the Developer towards reimbursement of the plant expansion fee paid by Developer from plant capacity fees received by the Utility from other users as collected during a period of time not to exceed eight (8) years and not to exceed in amount the total of the plant expansion fee paid by Developer. The capacity fees so refunded must be applicable to the plant expansion covered by this agreement.

#### 7.0 MAIN EXTENSION

Developer will be required to pay all costs of main extensions and upgrading of Utility's collection systems which may be deemed necessary by Utility to furnish service in compliance with all regulatory authorities to Developer's property. Any possible refund of these costs will be per Developer's Agreement. Any advances for construction required of Developer, for the purpose of capacity available to future third party developers, shall provide for refunds to the original Developer as provided for in Developer's Adreement.

# 8.0 REFUNDABLE ADVANCES FOR EXTENSIONS

The Utility may require that the Developer advance the cost of the facilities to be installed pursuant to the Developer's Agreement. The sums advanced will be either in the form of money or facilities. The Utility will collect advances and/or contributions-in-aid-of-construction from customers or other developments connecting to the facilities installed pursuant to the Developer's Agreement. These sums so collected will be refunded to the Developer provided that no refund will be due for fees collected after an eight (8) year period from date of Agreement and further that the maximum to be refunded will not exceed the advance made by the Developer.

> RICK HUGUS ISSUING OFFICER

#### 9.0 INSPECTION FEES

Engineering plans and construction of facilities by a Developer which are to become a part of the Utility's system will be subject to review, approval and inspection by the Utility. For this service, Utility may charge an inspection and plan review fee based upon the actual cost of the Utility for review of plans and/or inspection of facilities constructed by Developer. Such fees shall be paid by Developer in addition to all other charges above stated, as a condition prior to service.

10.0

(HELD FOR FUTURE USE)

#### 11.0 SPECIAL CONTRACTS

If the prospective revenue from a proposed system expansion/extension appears to be inadequate to defray the costs of operation relative thereto, the Utility and the party or parties requesting the extension/expansion may enter into special contract for revenue guarantees or other such arrangements as will make the expansion self supporting.

# 12.0 CN-SITE FACILITIES

On-site wastewater facilities may be provided through Utility investment or by the Developer through refundable advance or contribution-in-aid-of-construction in accordance with this Policy and the master plan of the Utility to the extent the Utility requests the same, these facilities shall be conveyed to the Utility by a bill of sale free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, right-of-ways, as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, and engineering, administrative and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

RICK HUGUS
ISSUING OFFICER

#### 13.0 ENLARGEMENT OF FACILITIES

In the event that the Utility decides to install facilities for its future benefit which are larger than normally required in the requested extensions, appropriate adjustment shall be made based on the relative costs with the costs attributable to excess capacity covered by Utility investment or refundable advance agreement as defined in the contract between Utility and Developer.

#### 14.0 DEVELOPER WARRANTY

Upon conveyance of title to the aforesaid system by Developer to Utility and upon acceptance thereof by Utility, Utility may require a one year maintenance bond from Developer (either cash or a surety company acceptable to Utility) in an amount equal to 30% of the actual cost of construction of said system.

#### 15.0 OFF-SITE FACILITIES

Off-site wastewater facilities shall be provided through Utility investment or by the Developer through refundable advance or contributions-inaid-of-construction in accordance with this Policy and the master plan of the Utility. These facilities to the extent requested by the Utility, shall be conveyed to the Utility by a bill of sale free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, rights-of-way, as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, engineering, administrative, and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above stems are received in a form acceptable to the Utility.

# 16.0 ALTERATION OF EXISTING OFF-SITE FACILITIES

The costs of any necessary expansions and/or alteration of the existing systems in order to supply the demands of the Developer, as determined by the Utility, will be born by the Developer or through Utility investment.

#### 17.0 LENGTH OF EXTENSION

In arriving at the length of a wastewater main extension necessary to render service to any point, the distance from such point to the nearest existing wastewater main shall be considered along lines of proper construction in accordance with Utility approved engineering standards.

# 18.0 CALCULATION OF FEES FOR EXISTING FACILITIES

Where a Developer is connecting to facilities which have been oversized either through previous refundable agreements or through the Utility's investment, the Developer will pay a fee to cover previous excess facilities provided, based on the Utility's calculation of the Developer's share of the facilities.

> RICK HUGUS ISSUING OFFICER

#### 19.0 UTILITY OWNERSHIP

Any facilities subject to these rules shall be owned and maintained by the Utility.

#### 20.0 PUBLIC WAYS AND PRIVATE EASTMENTS

Extension will be made in the county dedicated and accepted public way and/or private recorded easements, provided that final grades have been established. All easements shall provide right of use by the Utility to additionally serve property other than that of the Developer. If extensions are made when grades have not been established and there is reasonable probability that the existing grade will be changed, the Utility may require the Developer(s) seeking the main extension to deposit, at the time of execution of the Developer's Agreement, the estimated net cost of relocating, raising, or lowering the facilities upon establishment of final grades. Any excess of the deposit over actual costs of relocating the facilities shall be refunded to the Developer without interest.

#### 21.0 TIME ALLOTMENT FOR ENGINEERING AND CONSTRUCTION

Upon receipt of the executed Developer's Agreement the Utility and the Developer shall proceed with the final engineering plans and specifications that each will be responsible for and shall submit such plans and specifications after receiving approval of the Utility to the appropriate regulatory agencies for final approval.

The Utility will be allowed a reasonable period of time from the date of the receipt of the Developer's Agreement to complete the final engineering plans and construct the plant facilities where necessary to serve the Developer. The Developer will provide, without cost to the Utility, all information required by the Utility to design and/or otherwise prepare the noted engineering.

#### 22.0 SERVICE OUTSIDE TERRITORY

Providing service outside of the Utility's territory requires formal proceedings before the Florida Public Service Commission. Therefore, it entails engineering, administrative, and legal expenses in addition to costs incurred by the Utility to provide service within its territory. The Utility, therefore, will not be obligated to provide service outside the territory unless the Developer agrees in advance to defray those initial expenses and to pay the estimated costs thereof and the services approved by the Florida Public Service commission. The advancement will be adjusted to conform with actual expenses after proceedings have been completed. The Utility will further make such extensions outside the territory only if the extensions and treatment plant reservation or expansion to serve such extensions are economically feasible.

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#### 23.0 ORDINANCE

where an extension must comply with an ordinance, regulation or specification of a public authority, the cost or estimated cost of said extension shall be based upon costs required to comply therewith.

#### 24.0 ADJUSTMENT PROVISIONS

The charges set forth in this Policy and contracts drawn pursuant thereto are subject to prospective adjustment by appropriate action of the governmental agency having jurisdiction of this Policy, whether upon the initiative of the governmental agency or by request of the Utility.

#### 25.0 DEFINITIONS

Terms not specifically defined herein or elsewhere in this Policy are considered to have their commonly understood meaning. Otherwise, for the purpose of this Policy the following shall apply:

- A. ACTIVE CONNECTION a connection to the Utility's system at the point of delivery of service, whether or not service is currently being provided for which an application has been made to the Utility and/or a service deposit posted by a Customer.
- B. CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION (CIAC) shall include any amount or item of money, services, or property received by a utility from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents a donation or contribution to the capital of the utility and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public.
- C. HYDRAULIC SHARE the pro-rata share of the capabilities of the Utility's facilities to be made available for service to the Developer. The pro-rata share is multiplied by the unit cost of providing the facilities to determine the proportional share of the cost thereof to be borne by the Developer.
- D. UNUSED CONNECTION a wastewater service that terminates at the point of delivery of service and is available for connection by the Customer, but the proposed Customer's wastewater line has never been connected at the point of delivery of service.
- E. REFUNDABLE ADVANCE means money paid for the installation of or property transferred to the Utility by the Developer/Applicant for facilities which may or may not be used and useful for a period of time. The advance is made so that the proposed extension may be rendered economically feasible. The advance is returned to Developer over a specified period of time in accordance with a

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Developer's Agreement as additional users connect to the system. The purpose of the refundable advance is to reduce the cash burden upon the Utility by providing a source of funds for the Utility when such funds may not otherwise be available, and thus minimize the cost of capital expenditures to the existing customers.

- F. TREATMENT PLANT FACILITY facilities used for treatment and disposal of wastewater.
- G. TYPES OF PROPERTIES:
  - RESIDENTIAL AND MULTI-RESIDENTIAL all property devoted to one family dwelling units, duplexes, triplexes, townhouses, multifamily, and mobile homes.
  - 2. GENERAL SERVICE all property devoted to industrial, business, educational, or other categories not covered by the above.
  - H. "EQUIVALENT RESIDENTIAL CONNECTION" for the purpose of this policy means the utilization of a building's space in such a manner as to have the potential of generating two hundred and nine (209) gallons of sewage per day. Equivalent residential connections for the usages set forth herein shall be as shown in the Table of Daily Flows, Service Availability Policy Sheet No. 33.0.
  - I. OFF-SITE FACILITIES the wastewater collector trunk mains (including manholes), wastewater force mains and wastewater pumping stations, the purpose of which is to collect wastewater received from the several properties within said territory.
  - J. CN-SITE FACILITIES the portion of the wastewater collection system and treatment facility which has been or is to be located wholly within the property which is the subject of the extension agreement. In the event that a trunk main crossed the property of Developer, the on-site facilities shall be considered the wastewater collection system that is located on the Developer's property but outside of the easement containing said trunk line facilities.

#### 25.0 CAPTIONS

The use of captions herein is for convenience only and shall not be utilized in construction of the content of paragraphs.

#### 27.0 CONFLICT

In the event of any conflict between the Service Availability Policy and any portion of any Order or Codes or resolution issued by the Florida Public Service Commission, then the Order or Codes shall in all instances prevail after the changes to this Service Availability Policy have been properly approved by the Florida Public Service Commission.

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#### TABLE OF DAILY FLOWS

Types of Building Usage	Est. Daily Flows of Wastewater
Bars and Cocktail Lounges	5 gpd/seat
Boarding Schools (students and staff)	85 gpcd(2)
Bowling Alleys (toilet wastes only, per lane)	110 gpd
Country Clubs (per member)	30 gpcd
Day Schools (students and staff)	
Drive-In Theaters (per car space)	10 gpcd
Factories (with showers)	5 gpd
Factories (without above)	30 gpcd
Factories (without showers)	10 gpd/100 sq. ft.
Hospitals (with laundry)	275 gpd/bed
Hospitals (without laundry)	220 gpd/bed
Hotels and Motels (no restaurants or laundry)*	165 gpd/rm or unit
Laundromats	250 gpd/washer
Mobile Homes Apartments, Condominiums, Townhouse	200 gpd/unit
Movie Theaters, Auditoriums, Churches (per seat)	3 gpd
Nursing Homes	110 gpd/bed
Office Buildings	10 gpd/100 sq. ft.
Public Institutions (other than those listed)	85 gred
Restaurants (per seat)	55 gpd/seat
Restaurants (fast food) (per seat)	30 gpd/seat
Single-Family Residence	209 apd
Stadiums, Frontons, Ball Parks, etc.(per seat)	
Stores (without kitchen wastes)	3 gpd
Speculative Buildings	5 gpd/100 sq. ft.
Speculative Buildings	30 gpd plus
Varencusas	10 gpd/100 sq. ft.
Varehouses	30 gpd plus
1) GDC - Gallons ner day	10 GPD/1000 sq. ft

- (1) gpd gallons per day
- (2) gpcd gallons per capita per day

NOTE: Sewage gallonage refers to sanitary sewage flow on a unit basis for average daily flow in gallons per day.

\* Motels and Hotels with other facilities to be qualified as per schedule (i.e., with laundry add 55 gpd, with restaurant add 55 gpd per seat.)

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