

DRAFT

SOUTHERN STATES UTILITIES, INC.

TARIFF BOOK

**VOLUME II
SEWER TARIFF**

**FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION**

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SEWER TARIFF

SOUTHERN STATES UTILITIES, INC.

1000 COLOR PLACE
APOPKA, FLORIDA 32703
PHONE: (407) 880-0058

FILED WITH
THE FLORIDA PUBLIC SERVICE COMMISSION

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By:

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

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3) Any properties not covered in II(1) or II(2) including properties which are added to the certificated area as a result of territory expansions	7.0

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Carlton Village
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Citrus Springs
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Deltona Lakes
Dol Ray Manor
Druid Hills
East Lake Harris Estates
Fern Park Terrace
Fern Park	.....
Fisherman's Haven	.....
Fox Run	.....
Golden Terrace	.....
Gospel Island	.....
Grand Terrace	.....
Groveland	.....
Harmony Homes	.....
Hermits Cove	.....
Hidden Estates	.....
Hobby Hills	.....
Holiday Haven	.....
Holiday Heights	.....
Imperial Mobile Terrace	.....
Intercession City	.....
Interlachen Lakes	.....
Jungle Den	.....
Keystone Heights	.....
Kingswood	.....
Lake Conway Park	.....
Lake Ajay	.....
Lake Conway Park
Lake Harriet
Lake Brantley
Lakeview Villas
Leilani Heights
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Oakwood
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Palm Port
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Pine Ridge Estates
Pine Ridge
Point O' Woods
Pomona Park
Postmaster Village
Quail Ridge	. . . . .
River Grove	. . . . .
River Park	. . . . .
Rolling Green	. . . . .
Rosemont	. . . . .
Salt Springs	. . . . .
Samira Villas	. . . . .
Sanlando	. . . . .
Saratoga Harbor	. . . . .
Silver Lake Estates	. . . . .
Silver Lake Oaks	. . . . .
Skycrest	. . . . .
Skyline Hills	. . . . .
Spring Lake Manor	. . . . .
Spring Hill	. . . . .
St. Johns Highlands	. . . . .
Stone Mountain	. . . . .
Sugar Mill	. . . . .
Sugar Mill Woods	. . . . .
Sunny Hills	. . . . .
Sunshine Parkway	. . . . .
Tropical Park	. . . . .
University Shores
Venetian Village
Vetter Isles
Welaka Mobile Home Pk

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Winter Springs
Woodmere
Wootens
Zephyr Shores

SECTION VI SERVICE AVAILABILITY CHARGES

Allowance for Funds Prudently Invested

Citrus Springs	.....
Marion Oaks	.....
Pine Ridge	.....
Sunny Hills	.....
Woodmere	.....

Main Extension Charge

List all systems with this charge here.

Meter Installation Charge

List systems.

Service Installation Charge

List systems.

Plant Capacity Charge

List systems.

SECTION VII MISCELLANEOUS CHARGES

Application Fee

List systems.

Customer Deposit

Amelia Island
Bay Lake Estates
Beechers Point
Burnt Store

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Fisherman's Haven
Gibsonia Estates
Gospel Island
Grand Terrace
Holiday Heights
Imperial Mobile Terrace	.....
Kingswood	.....
Lake Ajay	.....
Lake Gibson Estates	.....
Lakeview Villas	.....
Marco Island	.....
Marco Shores	.....
Marion Oaks	.....
Oakwood	.....
Pirates Harbor	.....
Quail Ridge	.....
Rosemont	.....
Silver Lake Oaks	.....
Silver Lakes Estates	.....
Spring Hill	.....
Sugar Mill Woods
Sunny Hills
Westmont

Customer Service Charge

Westmont
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Inspection Fee

Amelia Island
Marco Shores
Sunny Hills

Lot Fee

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List systems.

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II.

Territory

Served

INDEX OF TERRITORY SERVED

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TERRITORY SERVED

<u>System Name</u>	<u>County Name</u>	<u>Certificate Number</u>	<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
Amelia Island	Nassau	122-S	19393	05/31/88	870571-WS	Transfer
Apache Shores	Citrus	134-S	6315	10/17/74	74257-S	Original
Apeche Shores	Citrus	134-S	9055	09/17/79	780881-WS	Transfer
Apple Valley	Seminole	226-S	9843	03/03/81	780952-W	
Apple Valley	Seminole	226-S	9843	03/03/81	780727-W(EX)	Amendment, Add'l Terr.
Apple Valley	Seminole	226-S	9843	03/03/81	780813-WS	
Apple Valley	Seminole	226-S	7713	03/24/77	760768-WS	Amendment, Add'l Terr.
Apple Valley	Seminole	226-S	7588	01/17/77	750761-S	Cert. to Operate
Beacon Hills	Duval	124-S	16377	07/18/86	860404-WS	Additional Territory
Beacon Hills	Duval	124-S	10836	06/03/82	810469-WS	Transfer
Beacon Hills	Duval	124-S	18512	12/08/87	851092-WS	Extension
Beechers Point	Putnam	284-S	20469	12/20/88	880292-WS	Transfer
Brantley Harbor	Seminole	226-S	9254	02/19/80	790816-S(EX)	Transfer
Burnt Store	Charlotte	255-S	8334	06/05/78	770392-S	Order Granting
Burnt Store	Charlotte	255-S	24411	04/22/91	900969-WS	Territory Amendment
Burnt Store	Charlotte	255-S	21632	07/31/89	881340-WS	Transfer
Chuluota	Seminole	226-S	9988	05/05/81	780278-WS	Transfer
Chuluota	Seminole	194-S	7206	04/09/76	750759-WS(AP)	Original
Chuluota	Seminole	226-S	16162	05/28/86	860585-WS	Territory Amendment
Citrus Springs	Citrus	156-S	24627	06/06/91	910039-SU	Territory Amendment
Citrus Springs	Citrus	156-S	16292	06/30/86	860672-WS	Territory Amendment
Citrus Springs	Citrus	156-S	6546	03/05/75	74245-S	Original
Citrus Springs	Citrus	156-S	22307	12/12/89	881501-WS	Transfer Org. Control
Citrus Park	Marion	322-S	16108	05/13/86	850976-WS	Transfer
Covered Bridge	Highlands	359-S	22916	05/09/90	891250-WS	Transfer
Deltona Lakes	Volusia	048-S	6713-A	11/02/76	74042-S	Additional Territory
Deltona Lakes	Volusia	048-S	7210	04/19/76	760252-S	Additional Territory
Deltona Lakes	Volusia	048-S	21297	05/30/89	890464-WS	Additional Territory
Deltona Lakes	Volusia	048-S	9377	05/21/80	790324-WS	Additional Territory
Deltona Lakes	Volusia	048-S	14811	08/29/85	850187-WS	Additional Territory
Deltona Lakes	Volusia	048-S	4771	10/09/69	69297-S	Original Certificate
Deltona Lakes	Volusia	048-S	6713	06/11/75	74042-S	Additional Territory
Fisherman's Haven	Martin	319-S	21758	08/21/89	881502-WS	Transfer
Fl Central Commerce Pk	Seminole	226-S	21913	09/19/89	881573-SU	Transfer
Fox Run	Martin	319-S	19860-A	08/22/88	880294-WS	Transfer & Maj. Control
Holiday Haven	Lake	120-S	20869	03/09/89	880605-WS	Transfer
Jungle Den	Volusia	182-S	20869	03/09/89	880605-WS	Transfer
Leilani Heights	Martin	319-S	16482	08/18/86	850572-WS	Increased Rates
Leilani Heights	Martin	319-S	11246	10/14/82	810064-WS	Grandfather/Incr. Rates
Leilani Heights	Martin	319-S	15942	04/03/86	860378-SU	Additional Territory
Marco Shores	Collier	405-S	17218	02/23/87	850314-WS	Original
Marco Island	Collier	386-S	17218	02/23/87	850314-WS	Original
Marco Shores	Collier	405-S	22307	12/12/89	881501-WS	Transfer Org. Control
Marco Island	Collier	386-S	22307	12/12/89	881501-WS	Transfer Org. Control
Marion Oaks	Marion	326-S	11474	12/29/82	820424-WS	Original
Meredith Manor	Seminole	226-S	9254	02/19/80	790816-S(EX)	Transfer
Morningview	Lake	120-S	8299	05/05/78	780057-WS	Transfer
Palm Port	Putnam	284-S	9845-A	04/07/81	800368-WS	Transfer
Palm Terrace (Ell-Mar)	Pasco	154-S	20140	10/10/88	880472-WS	Transfer
Palm Port	Putnam	284-S	7078	01/13/76	750437-S	Orig Cert. to Operate
Park Manor	Putnam	284-S	9845-A	04/07/81	800368-WS	Transfer
Point O' Woods	Citrus	134-S	22150	11/06/89	890233-WS	Transfer
Salt Springs	Marion	322-S	16108	05/13/86	850976-WS	Transfer
Silver Lake Oaks	Putnam	284-S	23397	08/23/90	891187-WS	Transfer
South Forty	Marion	322-S	16108	05/13/86	850976-WS	Transfer
Spring Hill	Hernando	047-S	21198	05/08/89	881183-WS	Territory Amendment

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Spring Hill	Hernando	047-S	22307	12/12/89	881501-WS	Transfer Org. Control
Spring Hill	Hernando	047-S	4914-A	09/16/70	69395-S	Additional Territory
Spring Hill	Hernando	047-S	18005	08/14/87	870874-WS	Additional Territory
Spring Hill	Hernando	047-S	9377	05/21/80	790324-WS	Additional Territory
Spring Hill	Hernando	047-S	4914	07/09/70	69395-S	Original
Sugar Mill	Volusia	182-S	19841	08/22/88	870936-WS	Transfer
Sugar Mill Woods	Citrus	134-S	20931	03/24/89	881347-WS	Territory Amendment
Sugar Mill Woods	Citrus	134-S	21631	08/02/89	881339-WS	Transfer
Sugar Mill Woods	Citrus	134-S	21631-A	11/14/89	881339-WS	Transfer
Sunny Hills	Washington	435-S	18902	02/22/88	870984-WS	Original
Sunny Hills	Washington	435-S	22307	12/12/89	881501-WS	Transfer Org. Control
Sunshine Parkway	Lake	120-S	17180	02/11/87	861177-WS	Transfer
University Shores	Orange	073-S	8550	11/01/78	780612-WS	Transfer
University Shores	Orange	073-S	6709	06/11/75	74520-WS	Additional Territory
University Shores	Orange	073-S	11125	08/30/82	820192-WS	Additional Territory
University Shores	Orange	073-S	6509-A	08/01/75	74519-WS	Amendment of Order
University Shores	Orange	073-S	5393	05/02/72	71483-WS	Original Certificate
University Shores	Orange	073-S	6509	02/12/75	74519-WS	Additional Territory
University Shores	Orange	073-S	14763	08/26/85	850228-WS	Additional Territory
University Shores	Orange	073-S	18525	12/09/87	861640-WS	Dismissing Objection
University Shores	Orange	073-S	20772	02/20/89	890062-WS	Additional Territory
Venetian Village	Lake	120-S	10109-A	07/31/81	800636-WS	Transfer
Venetian Village	Lake	120-S	10109	07/31/81	800636-WS	Transfer
Woodmere	Duval	124-S	9909	03/31/81	810029-WS	Transfer
Woodmere	Duval	124-S	6213	08/08/74	74398-S	Original
Zephyr Shores	Pasco	154-S	18243	10/05/87	870572-WS	Transfer
Zephyr Shores	Pasco	154-S	21146	04/28/89	890202-WS	Amendment

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COMMUNITIES SERVED

<u>System Name</u>	<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet Number</u>
Amelia Island	Nassau	Amelia Island	Water	XX.XXX
Apache Shores	Citrus	Apache Shores		
Apple Valley/Sanlando	Seminole	Apple Valley		
Apple Valley/Sanlando	Seminole	Robin Hills		
Apple Valley/Sanlando	Seminole	Sanlando Estates		
Apple Valley/Sanlando	Seminole	Victoria Park		
Bay Lake Estates	Osceola	Bay Lake Estates		
Beacon Hills	Duval	Beacon Hills		
Beechers Point	Putnam	Beechers Point		
Bretton Woods	Seminole	Bretton Woods		
Bretton Woods	Seminole	Druid Hills		
Bretton Woods	Seminole	Hidden Estates		
Burnt Store	Lee/Charlotte	Burnt Store		
Carlton Village	Lake	Carlton Village		
Chuluota	Seminole	Chuluota		
Citrus Springs	Citrus	Citrus Springs		
Citrus Park	Marion	Citrus Park		
Covered Bridge	Highlands	Covered Bridge		
Crystal River	Citrus	Crystal River		
Daetwyler Shores	Orange	Daetwyler Shores		
Deltona Lakes	Volusia	Deltona Lakes		
Dol Ray Manor	Seminole	Dol Ray Manor		
East Lake Harris Estate	Lake	East Lake Harris Estate	Water	
Fern Terrace	Lake	Fern Terrace		
Fern Park	Seminole	Fern Park		
Fisherman's Haven	Martin	Fisherman's Haven		
Fountains	Osceola	Fountains		
Fox Run	Martin	Fox Run		
Friendly Center	Lake	Friendly Center		
Golden Terrace	Citrus	Golden Terrace		
Gospel Island	Citrus	Gospel Island		
Grand Terrace	Lake	Grand Terrace		
Harmony Homes	Seminole	Harmony Homes		
Hermits Cove	Putnam	Hermits Cove		
Hobby Hills	Lake	Hobby Hills		
Holiday Haven	Lake	Holiday Haven		
Holiday Heights	Orange	Holiday Heights		
Imperial Terrace	Lake	Imperial Terrace		
Intercession City	Osceola	Intercession City		
Interlachen Lake Estate	Putnam	Interlachen Lake Estate		
Jungle Den	Volusia	Jungle Den		
Keystone Heights	Clay	Keystone Heights		
Kingswood	Brevard	Kingswood		
Lake Ajay	Osceola	Lake Ajay		
Lake Harriet	Seminole	Lake Harriet Estates		
Lake Brantley	Seminole	Lake Brantley		
Lakeview Villas	Clay	Lakeview Villas		
Leilani Heights	Martin	Leilani Heights		
Marco Shores	Collier	Marco Shores		
Marco Island	Collier	Marco Island		
Marion Oaks	Marion	Marion Oaks		
Meredith Manor	Seminole	Brantley Harbor		
Meredith Manor	Seminole	E Lake Brantley Shores		

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Meredith Manor	Seminole	Gene Gables		
Meredith Manor	Seminole	Golfview		
Meredith Manor	Seminole	Nobile Manor		
Morningview	Lake	Morningview		
Oak Forest	Citrus	Oak Forest		
Oakwood	Brevard	Oakwood		
Palisades	Lake	Palisades		
Palm Mobile Home Park	Lake	Palm Mobile Home Park		
Palm Terrace	Pasco	Palm Terrace		
Palm Port	Putnam	Palm Port		
Park Manor	Putnam	Park Manor		
Picciola Island	Lake	Picciola Island		
Pine Ridge	Citrus	Pine Ridge		
Pine Ridge Estates	Osceola	Pine Ridge Estates		
Piney Woods/Spg Lk Manor	Lake	Piney Woods		
Point O'Woods	Citrus	Point O'Woods		
Pomona Park	Putnam	Pomona Park		
Postmaster Village	Clay	Postmaster Village		
Quail Ridge Estates	Lake	Quail Ridge Estates		
River Grove	Putnam	River Grove		
River Park	Putnam	River Park		
Rolling Green	Citrus	Rolling Green		
Rosemont	Citrus	Rosemont		
Salt Springs	Marion	Salt Springs		
Samira Villas	Marion	Samira Villas		
Saratoga Harbor	Putnam	Saratoga Harbor		
Shadowbrook	Manatee	Shadowbrook		
Silver Lakes	Lake	Silver Lakes		
Silver Lake Oaks	Putnam	Silver Lake Oaks		
Skycrest	Lake	Skycrest		
Spring Hill	Hernando	Spring Hill		
St. John's Highlands	Putnam	St. John's Highlands		
Stone Mountain	Lake	Stone Mountain		
Sugar Mill Woods	Citrus	Sugar Mill Woods		
Sugar Mill	Volusia	Sugar Mill		
Sunny Hills	Washington	Sunny Hills		
Sunshine Parkway	Lake	Sunshine Parkway		
Tropical Park	Osceola	Tropical Park		
University Shores/Suncrest	Orange	Allison Oaks		
University Shores/Suncrest	Orange	Andrews Place		
University Shores/Suncrest	Orange	Arbor Point		
University Shores/Suncrest	Orange	Arbor Club		
University Shores/Suncrest	Orange	Bradford Cove		
University Shores/Suncrest	Orange	Colonial Village		
University Shores/Suncrest	Orange	Colonial Landings Apts		
University Shores/Suncrest	Orange	Colonial Point Apts		
University Shores/Suncrest	Orange	Greenview Pines		
University Shores/Suncrest	Orange	Harbour East		
University Shores/Suncrest	Orange	Hunters Trace		
University Shores/Suncrest	Orange	Lake Irma		
University Shores/Suncrest	Orange	Pinewood Village		
University Shores/Suncrest	Orange	Suncoast		
University Shores/Suncrest	Orange	Valencia Groves		

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<u>System Name</u>	<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet Number</u>
University Shores/Suncrest	Orange	Woodsong		
Venetian Village	Lake	Venetian Village		
Wedgewood	Lake	Wedgewood		
Welaka	Putnam	Welaka		
Western Shores	Lake	Western Shores		
Westmont	Orange	Westmont		
Windsong	Osceola	Windsong		
Woodmere	Duval	Woodmere		
Wooten	Putnam	Wooten		
Zephyr Shores	Pasco	Zephyr Shores		

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DESCRIPTION OF TERRITORY SERVED

Amelia Island
County: Nassau

All that territory of South Amelia Island bordered on the East by the Atlantic Ocean, on the West by the South Amelia River (Intracoastal Waterway), and on the North by the Southern city limit of the City of Fernandina Beach, Florida, which city limit is more fully described as follows:

Township 2 North, Range 28 East.

Sections 10 and 11

Begin at center channel line of the Intracoastal Waterway and intersection of the center channel line of drainage canal, which services the Fernandina Beach Municipal Airport; thence run in a Northeasterly direction along said center channel line to the intersection of the South line of Section 11, Township 2 North, Range 28 East, as established by Deed Book V, page 431, dated July 10, 1888; thence run N 80° 24' W, along the South line of Section 11, Township 2 North, Range 28 East, to the center line of S.R. 105-A (Amelia Rd.); thence run S 10° 01' W, a distance of 300 feet more or less to the original South line of said Section 11, established by government survey in 1834; thence run 80° 24' E along said South line of Section 11, which is still a continuation of the corporate city limits of the City of Fernandina Beach, to the Easterly right-of-way line of the Amelia Island Parkway; thence run N 07° 10' 22" E, 2171.90 feet, to FND. Conc. Mon.; thence run N 84° 34' 03" E, 622.33 feet to FND. Conc. Mon.; thence run S 07° 17' 51" W, 592.82 feet, to FND. Conc. Mon.; thence run S 82° 43' 36", 149.67 feet, to FND. Conc. Mon.; thence run S 07° 28' 32" W, 978.01 feet to FND. Conc. Mon.; thence run N 88° 45' 36" E, 827 feet, more or less to low water line of the Atlantic Ocean, said point of ending is also the Southeast corner of Section 10, Township 2 North, Range 28 East.

Apache Shores (Proposed)
County: Citrus

Township 18 South, Range 19 East, Citrus County, Florida.

Section 13

That portion of the SW 1/4 of the SW 1/4 of said Section 13, that is lying Northwesterly of the shoreline of Tsala Apopka Lake.
And

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

DESCRIPTION OF TERRITORY SERVED (CON'T)

Apache Shores (Con't)

That portion of the West 3/4 of the East 1/2 of the SW 1/4 of said Section 13 that is lying Westerly and Easterly of the shoreline of Tsala Apopka Lake.

And

That portion of the S 3/4 of the West 1/2 of the NW 1/4 of the SW 1/4 of said Section 13, which is lying Westerly off the shoreline of Tsala Apopka Lake.

And

That portion of the East 1/2 of the NW 1/4 of the SW 1/4 of said Section 13 that is lying Easterly and Westerly of the shoreline of Tsala Apopka Lake.

And

That portion of the SW 1/4 of the SE 1/4 of the NW 1/4 of said Section 13 that is lying Southerly of the shoreline of Tsala Apopka Lake.

Apple Valley/Sanlando County: Seminole

Township 21 South, Range 29 East, Seminole County, Florida.

Section 1
Apple Valley

The West 1/2 of the SW 1/4 of said Section 1.

Section 1
Sanlando

The West 1/2 of the SW 1/4.

Section 2
Apple Valley

All of the South 3/4 of the SW 1/4 of said Section 2 lying East of Interstate 4 (State Road 400), and all of the SE 1/4 of said Section 2 less and except the following described parcels: All of Blocks A, B, C, D, Tract 26, Sanlando Springs, as recorded in Plat Book 5, page 17, and less Blocks A and B, Tract 27, Sanlando Springs as recorded in Plat Book 4, page 56 of the Public Records of Seminole County.

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

DESCRIPTION OF TERRITORY SERVED (CON'T)

Apple Valley/Sanlando (Con't)

Section 2

Sanlando

The SE 1/4 less the North 650 feet of the NW 1/4 of the SE 1/4 and the South 3/4 of the East 1/4 of the SW 1/4.

Section 8

Forest Slopes

The South 800 feet of the Southeast 1/4 of the Southeast 1/4.

Section 10

Sanlando

The West 1/2 of the NE 1/4 of the SE 1/4 and the North 1/2 of the East 1/2 of the NE 1/4 of the SE 1/4.

Section 11

Apple Valley

All of the West 1/2 of the NE 1/4 and the NW 1/4 lying East of Interstate 4 (State Road 400), and that part of the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 and the North 1/2 of the SE 1/4 of the SW 1/4 lying West of Interstate 4 (State Road 400) and the North 1/2 of the SW 1/4, of the SW 1/4 and the South 3/4 of the NW 1/4 of the SW 1/4 of said Section 11.

Section 11

Sanlando

The NE 1/4 and the NE 1/4 of the SE 1/4 and the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 and the North 1/2 of the SW 1/4 of the SW 1/4 and the North 1/2 of the West 380 feet of the SE 1/4 of the SW 1/4 and the West 380 feet of the NE 1/4 of the SW 1/4 and the East 1/4 of the NW 1/4 and the West 380 feet of the SE 1/4 of the NW 1/4.

And

A portion of the NE 1/4 of the NW 1/4 more particularly described as follows:

A parcel of land bounded on the North by North Street as it is now constructed, on the East by Interstate Highway No. 4 as it is now constructed, on the South by the Easterly projection of the North right-of-way line of Candlewick Street as it is now constructed, and on the West by Douglas Road as it is now constructed.

And

The West 1/2 of the NW 1/4 of the NW 1/4.

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

DESCRIPTION OF TERRITORY SERVED (CON'T)

Apple Valley/Sanlando (Con't)

Section 12

Sanlando

The West 1/2 of the NW 1/4 and the NW 1/4 of the SW 1/4 and the North 180 feet of the SW 1/4 of the SW 1/4 and the North 480 feet of the SE 1/4 of the NW 1/4.

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

DESCRIPTION OF TERRITORY SERVED (CON'T)

Effective Date:

By: _____
Forrest L. Ludsen, Vice President
Rates & Customer Affairs

DESCRIPTION OF TERRITORY SERVED (CON'T)

Effective Date:

By:

Forrest L. Lutsen, Vice President
Rates & Customer Affairs

DESCRIPTION OF TERRITORY SERVED (CON'T)

Effective Date:

By: _____
Forrest L. Ludsen, Vice President
Rates & Customer Affairs

DESCRIPTION OF TERRITORY SERVED (CON'T)

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By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

DESCRIPTION OF TERRITORY SERVED (CON'T)

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By: _____
Forrest L. Ludsen, Vice President
Rates & Customer Affairs

DESCRIPTION OF TERRITORY SERVED (CON'T)

Effective Date:

By: _____
Forrest L. Ludsen, Vice President
Rates & Customer Affairs

III.

Rules

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Regulations

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 **"APPLICANT"** - Any person, firm, association, corporation, governmental agency, or similar organization that has applied (completed appropriate Company forms and paid the necessary fees) for service with the Company; or who has applied (completed appropriate Company forms and paid the necessary fees) to have a main extended to make service available to property not presently being served by the Company.
- 2.0 **"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.
- 3.0 **"CERTIFICATE"** - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 4.0 **"CERTIFICATED AREA"** - Means the specific area in which the Company is granted exclusive authority by the Florida Public Service Commission to provide services.
- 5.0 **"COMMISSION"** - "Commission" refers to the Florida Public Service Commission.
- 6.0 **"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 separated from another.
- 7.0 **"COMPANY"** - Southern States Utilities, Inc.
- 8.0 **"CONSUMER"** - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 9.0 **"CONTRACTED LOTS"** - Means those lots, tracts and parcels of land within the territory that have been sold by Deltona or its affiliates prior to September 1, 1989.
- 10.0 **"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.
- 11.0 **"LETTER OF ACCEPTANCE"** - Means the letter sent by the Company, after the developer completes the Company's application for extension and supplies all supporting documents for said application, in which the Company states that the terms and conditions under which it will allow the developer to connect to its mains.

(Continued to Section III Sheet 1.1)

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

TECHNICAL TERMS AND ABBREVIATIONS

(Continued from Section III Sheet 1.0)

- 12.0 **"MAIN"** - A pipe, conduit, or facility used for conveying water service to individual services or to other mains.
- 13.0 **"METER"** - Means any device used to measure service rendered to a Customer by the Company.
- 14.0 **"PLANT CAPACITY CHARGE"** - Means the amount authorized by the Commission which is designed to recover a portion of the costs of plant facilities.
- 15.0 **"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.
- 16.0 **"QUALIFIED PROPERTY"** - Means the (off-site) property or properties through which an extension has been made in accordance with a Refundable Advance Agreement in order to extend facilities to the Applicant's (on-site) property; and for which the Applicant may be due a refund under the terms and conditions of the Service Availability Policy, Service Contract, or Developer's Agreement.
- 17.0 **"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.
- 18.0 **"RATE STRUCTURE"** - Refers to the classification system used in justifying different rates and, more specifically, to the rate relationship between various customer classes as well as the rate relationship between members of a customer class.
- 19.0 **"SERVICE"** - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer, the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 20.0 **"SERVICE AVAILABILITY POLICY"** - Means the section of the Company's tariff which sets forth a uniform method of determining the charges to be paid and the conditions to be met by applicants in order to obtain service from the Company.

(Continued to Section III Sheet 3.0)

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

TECHNICAL TERMS AND ABBREVIATIONS

(Continued from Section III Sheet 2.0)

- 21.0 **"SERVICE CONNECTION"** - Means the point of connection of the customer's piping with the meter or service pipe owned by the utility.
- 22.0 **"SERVICE CONTRACT"** - Means a written agreement setting forth in detail the terms and conditions under which the Company will render service to a single residence or single commercial facility.
- 23.0 **"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.
- 24.0 **"SINGLE RESIDENCE OR SINGLE COMMERCIAL FACILITY"** - Means a customer with an end use of less than three (3) ERCs.
- 25.0 **"TARIFF"** - Refers to the assembled volume containing the "Rules", "Regulations", "Rate Schedules", "Standard Forms", "Contracts" and other materials required by Florida Administrative Code, Chapter 25.9.
- 26.0 **"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.
- 27.0 **"UTILITY"** - Southern States Utilities, Inc.

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

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By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

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Effective Date:

By:

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

RULES AND REGULATIONS

- 1.0 **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.

- 2.0 **POLICY DISPUTE** - Any dispute between the Company and the customer or prospective customer, or competing utility regarding the meaning or application of any provision of this tariff shall upon written request by either party shall be resolved by the Florida Public Service Commission.
- 3.0 **SEWER SERVICE** - To obtain water service, application should be made at the office of the Company.
- 4.0 **SIGNED APPLICATION REQUIRED** - Water service is furnished only after a signed application of 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.
- 5.0 **APPLICATIONS BY AGENTS** - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is 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 Section III Sheet No. 6.0)

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

RULES AND REGULATIONS

(Continued from Section III Sheet No. 5.0)

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

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

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

The Company will make such extensions to its existing facilities 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 cost of providing and rendering the water service. Otherwise, the Company will require from the Customer pre-payments, cash advances, minimum guarantees, service guarantees, contribution in aid of construction, or other arrangements with the Customer, whereby the Company will be enabled to earn a fair and reasonable return on the cost of providing and rendering the required water service. Required pre-payments, cash advances, other guarantees or contribution in aid of construction will be approved by the Florida Public Service Commission.

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

(Continued to Section III Sheet No. 7.0)

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

RULES AND REGULATIONS

(Continued from Section III Sheet No. 6.0)

- 9.0 **LIMITATION OF USE** - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

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

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

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

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice, unless interruption is caused by sudden, accidental and/or unforeseen occurrence.

(Continued to Section III Sheet No. 8.0)

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

RULES AND REGULATIONS

(Continued from Section III Sheet No. 7.0)

- 11.0 **TYPE AND MAINTENANCE** - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service or which may in any manner become a cross connection of other water source to the Company's water system; the Company reserves the right to discontinue or withhold water service to such apparatus or device and to charge customer accounts with costs of remedial action.
- 12.0 **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.
- 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 such local Governmental or other rules as may be in effect. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.
- Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.
- 14.0 **INDEMNITY TO COMPANY** - The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage, or injury to persons or property, in any manner directly or indirectly connected with, growing out of the transmission and use of water by the Customer at or on the Customer's side of the Point of Delivery.

(Continued to Section III Sheet No. 9.0)

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

RULES AND REGULATIONS

(Continued from Section III Sheet No. 8.0)

- 15.0 **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.
- 16.0 **ACCESS TO PREMISES** - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performances shall not be liable for trespass.
- 17.0 **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.
- 18.0 **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 and when the Company considered it advisable, within the premises to be served, and also provide adequate and proper space for the installation of the meter and other similar devices.
- 19.0 **ALL SEWER THROUGH METER** - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 20.0 **EVIDENCE OF CONSUMPTION** - When water service is measured by meters, the Company's accounts thereof shall be accepted and received at all times, places and courts, as prima facie evidence of the quantity of water used by the Customer.

(Continued to Section III Sheet No. 10.0)

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

RULES AND REGULATIONS

(Continued from Section III Sheet No. 9.0)

- 21.0 **BILLING PERIODS** - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedules and shall become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 22.0 **ADJUSTMENT OF BILLS** - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be in pursuant to Rule 25-30.350, Florida Administrative Code.
- 23.0 **BACKBILLING** - The Company may backbill Customers for a period of no greater than twelve (12) months for any undercharge in water billing which is the result of the Company's mistake. The Company shall allow the Customer to pay for the unbilled water service over the same time period as the time period during which the underbilling occurred or some other mutually agreeable time period.
- 24.0 **MULTIPLE SERVICE ON SINGLE SERVICE** - When one water service is to supply more than one house and/or store, as subdivided by partitioning walls, billing will be in accord with existing Commission's orders, Rules or Regulations, or rate schedules filed by the Company.
- 25.0 **REIMBURSEMENT FOR EXTRA EXPENSES** - The Customer shall reimburse the Company for all extra expenses (such as special trips, inspections, additional clerical expenses, etc.) incurred by the Company on account of the Customer's violation of the contract for service or of the Company's rules and regulations.

(Continued to Section III Sheet No. 11.0)

Effective Date:

By: _____

Forrest L. Ludsen, Vice President
Rates & Customer Affairs

RULES AND REGULATIONS

(Continued from Section III Sheet No. 10.0)

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

- 27.0 **NO PARTIAL PAYMENT** - Partial payment of a bill for water service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 28.0 **PAYMENT OF SEWER AND WASTESEWER SERVICE BILLS CONCURRENTLY** - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently.

The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service charges and all the other expenses or charges established or provided for by these rules and regulations are paid.

- 29.0 **TEMPORARY DISCONTINUANCE OF SERVICE** - If service is terminated and resumed at the same address to the same Customer within twelve (12) months or less from the date of termination, a monthly standby charge equivalent to the Base Facility Charge, will be collected by the Utility as a condition precedent to restoration of service to that Customer. If the Base Facility rate structure is not in effect, one half of the approved minimum bill will be charged for each billing period. The standby charge will be collected for each month, not to exceed twelve (12) months.

During a period that service is not being furnished to the premises upon application to the Company by the Customer, as confirmed by the Company, a standby charge will be made. (Continued to Section III Sheet No. 12.0)

Effective Date:

By: _____

Forrest L. Ludsen, Vice President,
Rates & Customer Affairs

RULES AND REGULATIONS

(Continued from Section III Sheet No. 11.0)

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

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

- 31.0 **UNAUTHORIZED CONNECTIONS - SEWER** - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 32.0 **SHUT OFF OF SERVICE** - The Company will shut off the water service if the Customer so requests in writing.

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33.0 **CUSTOMER DEPOSITS - ESTABLISHMENT OF CREDIT** - Before rendering service, the Company will 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.

The amounts of initial deposit are shown in the schedule of Customer Deposits according to meter size.

34.0 **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.

35.0 **INTEREST ON DEPOSIT** - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of _____ each year.

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36.0 **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.

37.0 **PROPERTY GRADE** - On the initial application for connection and turn on of water, the Customer shall furnish the Company with the final grade of the property, and the Company shall set the meter box and meter accordingly. If, when the final grade is made of the Customer's property, the meter and the meter box are incorrectly set, due to the Customer not having given the Company any finished grade, or due to the Customer not having given the Company any finished grade at the time of the application, the Company will reset the meter and/or meter box, and the Customer shall pay the actual cost for said work.

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(Continued from Section III Sheet No. 14.0)

- 38.0 **RATES** - The Company reserves the right to revise the rates and charges for water service as approved by the Commission.
- 39.0 **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.
- A. INITIAL CONNECTION** - This charge would be levied for service initiation at a location where service did not exist previously.
- B. 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.
- C. VIOLATION RECONNECTION** - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.
- D. 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.

These charges are shown in the Miscellaneous Service Charge schedules.

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- 40.0 **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 shown in the schedule of Meter Test Deposits in accordance with Rule 25-30.266, Florida Administrative Code.
- 41.0 **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.
- 42.0 **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.
- 43.0 **FAST METERS** - Whenever a meter tested is found to register fast in excess of the tolerance permitted under Rule 25-30.262, the Company shall refund to the Customer the amount billed in error for one-half the period from the time the meter was last tested not to exceed twelve (12) months except that if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to, but not beyond such date, based on available record. The refund shall not include any part of the minimum charge.
- 44.0 **SLOW METERS** - Whenever a meter tested is found to register slow in excess of the tolerance established under Rule 25-30.262, the Company may backbill the Customer in accordance with this subsection. The Company may not backbill for any period greater than twelve (12) months from the date it notifies a Customer that his or her meter is slow, non-registering or partially registering. If it can be ascertain that the meter was slow, non-registering or partially registering for less than twelve (12) months prior to notification, then the Company may backbill only for the lesser period of time. In any event, the Customer may extend the payment of the backbill over the same amount of time for which the Company issued the backbill. If the Company has required a deposit as permitted under Rule 25-30.266, the Customer may be billed only for that portion of the unbilled error which is in excess of the deposit retained by the Company.

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- 44.0 **SLOW METERS (Con't)** - In the event of a non-registering or partially registering meter, a Customer may be billed on an estimated amount based on previous bills for similar usage.

In the event of unauthorized use, the Customer may be billed on a reasonable estimate of the service taken. The Company may assess a fee to defray the cost of restoring service provided such charge is specified in the tariff.

- 45.0 **METER ACCURACY REQUIREMENTS** - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.

Accuracy Limits in percentages

<u>Meter Type</u>	<u>Maximum Rate</u>	<u>Intermediate Rate</u>	<u>New</u>	<u>Minimum Rate Repaired</u>
Displacement	98.5 - 101.5	98.5 - 101.5	95 - 101.5	90 - 101.5
Current	97 - 102	None	95 - 102	90 - 102
Compound *	97 - 103	97 - 103	95 - 103	90 - 103

* The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be 85%.

- 46.0 **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.

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TERMS & ABBREVIATIONS

- 1.0 **"ACTIVE CONNECTION"** - Means a connection to the Utility's system at the point of delivery of service, whether or not service is currently being provided.
- 2.0 **"BACK FLOW PREVENTOR"** - A valve or device installed in order to prevent contamination of the potable water in the lines of the Utility by virtue of a cross connection or flow from the consumers' property into Utility's system.
- 3.0 **"CONTRIBUTION(S)-IN-AID-OF-CONSTRUCTION" (CIAC)** - Means any amount of money, or item, 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 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. The term includes plant capacity charges, main extension charges, meter and service installation charges.
- 4.0 **"CONTRIBUTOR"** - Means an Applicant that has or will make a contribution-in-aid-of-construction.
- 5.0 **"CUSTOMER CONNECTION CHARGE"** - Means any payment made to the Utility for the cost of installing a connection from the utility's water or sewer lines, including but not limited to the cost of piping and the meter installation fee.
- 6.0 **"CUSTOMER'S INSTALLATION"** - All pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming 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.
- 7.0 **"DEVELOPER'S AGREEMENT"** - Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer's property.

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- 8.0 **"ECONOMIC FEASIBILITY"** - 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, within a reasonable period from the time the extension is made, earn a fair return on its investment in the proposed extension.
- 9.0 **"EQUIVALENT RESIDENTIAL CONNECTION" (ERC)** - Means (a) 350 gallons per day unless; (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit is significantly greater; or (c) the number of gallons which has been approved by the Department of Environmental Regulation for a single residential unit supersedes (a) or (b).
- 10.0 **"GUARANTEED REVENUE AGREEMENT"** - Means a written agreement by which an applicant agrees to pay a charge designed to cover the Utility's costs including, but not limited to the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Utility, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Utility or its existing customers.
- 11.0 **"HYDRAULIC SHARE"** - 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; and is used to determine the proportional share of the cost to be borne by the contributor.
- 12.0 **"INSPECTION FEE"** - Means either the actual or the average cost to the Utility of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Utility.
- 13.0 **"MAIN EXTENSION CHARGE"** - 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 facilities to provide service to specified properties. The charge is determined on the "Hydraulic Share" basis or other acceptable method reasonably related to the cost of providing the service.
- 14.0 **"METER INSTALLATION FEE"** - Means the amount authorized by the Commission which is designed to recover the cost of installing the meter, including materials and labor required, at the Point of Delivery.

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- 15.0 **"OFF-SITE FACILITIES"** - Means the mains and facilities necessary to get to Applicant's property to provide service within the Certificated Service Area but outside of the current area being served by the Company.
- 16.0 **"ON-SITE FACILITIES"** - Means the portion of the distribution system that has been, or is to be, located wholly within the property to which service is to be provided.
- 17.0 **"REFUNDABLE ADVANCE"** - 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 extension may be rendered economically feasible and, in turn, so that service may be obtained. As additional customers connect to the extension, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written agreement.
- 18.0 **"SPECIAL SERVICE AVAILABILITY CONTRACT"** - Means an agreement for charges for the extension of service which is not provided for in the Company's Service Availability Policy.
- 19.0 **"SPECIAL SERVICE AVAILABILITY CONTRACT"** - Means an agreement for charges for the extension of service which is not provided for in the Utility's service availability policy.
- 20.0 **"SYSTEM CAPACITY CHARGE"** - Means the charge made by a utility for each new connection to the system which charge is designed to defray a portion of the cost of the utility system.
- 21.0 **"UNSOLD LOTS"** - Means those lots, tracts and parcels of land within the territory owned by Deltona or its affiliates and to be offered for sale or sold by Deltona and its affiliates from and after September 1, 1989. In addition, contracted lots reacquired by Deltona shall thereafter be considered unsold lots.
- 22.0 **"UTILITY SERVICE FEES"** - Means fees that the Company will credit against the Service Availability Charges that are effective at the time application for service is made.
- 23.0 **"TREATMENT FACILITIES"** - Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of sewage.

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SERVICE AVAILABILITY POLICY

- I. **Purpose** 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. **Applicability** The provisions of this policy are applicable to all customers and potential customers within the Certificated Service Area of the Company. An outcome of Commission's Docket No. 22307 approving transfer of ownership of the utility company from the Deltona Corporation to Topeka Group Inc., (TGI) was the delineation of several service availability extension situations depending on the timing and terms of property sales contracts related to lots in the certificated area. The reason for such delineation by the Commission was to ensure that people who bought lots in long-term installment sales contracts, and to whom the Deltona Corporation implied that utilities would be provided as part of the real estate transaction would not be adversely affected by the transfer.

Policy provisions are separated into three categories: (1) Contracted lots sold by Deltona Corporation or its successors under contracts prior to September 1, 1989 which generally excluded from the sales price, the cost of extending mains and related utility facilities; (2) Unsold lots sold by Deltona Corporation under contracts after September 1, 1989 which generally include as part of the cost of extending mains and provisions for the buyer to pay a Utility Service Fee and; (3) Any properties not covered in II(1) or II(2) including properties which are added to the certificated area as a result of territory expansions. These categories are described in more details as follows:

- (1) **Contracted lots sold by Deltona Corporation or its successors under contracts prior to September 1, 1989.**
- (a) Extensions will be made as soon as reasonably practical following:
1. receipt from the Applicant of a completed Application for Service form, and

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2. receipt from the Applicant of satisfactory evidence that construction of a building is scheduled to commence and,
 3. the lot is served by an asphalt paved street or road which abuts such lot and,
 4. receipt of payment for all applicable fees.
- (b) TGI will fund, in accordance with a refundable advance for construction agreement, all extensions of less than one-half ($\frac{1}{2}$) mile.
- (c) If the extension is over one-half ($\frac{1}{2}$) mile but less than one (1) mile, TGI may try to exchange lots. Otherwise, TGI will fund, in accordance with a refundable advance for construction agreement.
- (d) If the extension is over one (1) mile, Deltona Corporation, TGI and/or the Utility may try to exchange lots; or TGI and/or Deltona Corporation will fund, in accordance with a refundable advance for construction agreement; or Deltona Corporation may provide alternative utility services until the Utility has its services within one mile.
- (2) **Unsold lots sold by Deltona Corporation or its successors under contracts after September 1, 1989.**
- (a) through (d) as in II(1) above and,
- (e) Properties sold by Deltona Corporation or its successors include as part of the sales agreement, provisions for the buyer to pay a Utility Service Fee. The Utility Service Fee, which are subject to periodic adjustments, are

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currently set at \$500.00 for water service and \$1,000.00 for sewer service, and

- (f) Lot owners may not demand service until the contract period (usually 1½ to 10 years) provided in the land purchase agreement has expired.
 - (3) Any properties not covered in II(1) or II(2) including properties which are added to the certificated area as a result of territory expansions. The remaining rules are applicable for all situations other than those described in items II(1) and II(2) above. Charges to these customers may include one or more of the following:
 - (a) **Predetermined Service Availability Charges.** The tariffed charges, described in this portion of the tariff as Service Availability Charges, and whose amounts are listed in the rates portion of this tariff, apply if the main is already installed.
 - (b) **Main Extension Charges.** If the main is not in place, the costs associated with the necessary extension of, for example, off-site facilities apply as described more fully under Service Availability Charges below; and as ratified in a Service Contract, a Developer's Agreement and/or a Refundable Advance Agreement which are discussed more fully under Special Conditions below.
- III. **General Provisions** The following provisions apply, except where Order No. 22307 mandates the Company to honor commitments to lots sold by Deltona Corporation, as outlined above in the "Applicability" section, 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.

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- (1) **Commission Approval** 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 this tariff (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 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 IV(3)(b) if this Service Availability Policy, service availability charges, refundable advances, contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.

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- (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 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) **General Application for Service** 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. (The Company's application form in the "Standard Form" section of this tariff). 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) **Refusal of Service** The Company may refuse commencement of service to an Applicant for any of the following reasons:
 - (a) **Proposed Service is not lawful** The proposed service is not lawful under the current Statutes and Rules of the Commission, or

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- (b) **Conditions not yet met** 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) **Economic feasibility** The proposed service is not economically feasible as defined in Chapter 25-30.515, Florida Administrative Code (Commission Rules), or
- (e) **Property outside certificated service area** 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, except for lots described in Parts II(1) and II(2) of the Applicability section, provided the Applicant has first entered into a Commission-approved Service Contract, Developer's Agreement or Refundable Advance Agreement with the Company.

- (1) **Applications for Main Extensions** 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:

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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 (and 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 person or 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.
- (3) **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

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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) **Developer providing facilities** 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 drawings 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 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) **Design of new water facilities** 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

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- 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) **Approvals and permits** The developer shall be required to obtain all necessary approvals and permits for construction of the new facilities from the appropriate regulatory agencies.
 - (3) **Construction of facilities** 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 the 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) **Warranty on workmanship** 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) **Inspection of facilities** 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

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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 Accounts, 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,**
 - (e) **Contractor's Letter of Warranty or Developer's Contract Bond,**
 - (f) **Absolute Bill of Sale,**
 - (g) **All required fees and charges.**

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- (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. **Service Availability Charges** 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) **Plant Capacity Charges** 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) **Service Installation Charges** 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.

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- (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) **Main Extension Charges** 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 not 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, Developers Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval. See Section II - Applicability of this policy for an explanation on those extensions of mains for which Topeka has agreed to fund extensions to certain lots sold or to be sold by the Deltona Corporation or the circumstances where any Utility Service Fee paid by the lot owner will be applied against the required tariffed Service Availability Charges.
- (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) **Back-Flow Preventor Installation Fee**
- (7) **Plan Review Charge**

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VI. **Special Conditions** 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) **Basis of Refundable Advance** 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) **Prorated Share of the Capacity** 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.

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- (d) **Limits on Refund** 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.
- (2) **Topeka-Deltona Agreement** Agreements between the Company, Deltona Corporation and the Topeka Group set forth certain responsibilities of these parties for funding construction costs related to extending water mains to serve certain lots sold by Deltona Corporation. A copy of the development agreement between Deltona Corporation and the Company is on file at the local utility office and may be examined by any interested Applicant during regular business hours. Provisions of this agreement are outlined above in Section II - Applicability.

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Fern Park
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RESIDENTIAL SERVICE
RATE SCHEDULE: RS

AVAILABILITY:

Available throughout the area served by the following systems:

<u>System</u>	<u>County</u>	<u>Previous Order No.</u>	<u>Previous Effective Date</u>	<u>Previous Sheet No.</u>	<u>Rate Code</u>
Amelia Island	Nassau		01/01/90		

APPLICABILITY:

For any Customer for which no other rate schedule applies.

LIMITATIONS:

Subject to all of the Company's Rules and Regulations of this tariff, all applicable service agreement conditions, and all applicable riders.

All the rates, conditions and regulations referred to herein are subject to approval, amendment and change by any regulatory body having jurisdiction thereof.

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.

TYPE OF FILING:

Filing Description: Consolidated Tariff Filing
Rate Description: Currently Authorized Rates
Filing Date:
Authority No.:
Docket No.:
Order No.:
Order Date:
Effective Date:

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RATE SCHEDULE: RS
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BILLING PERIOD

Bi-Monthly billing cycle.

RATE:

Base Facility Charge:

<u>Meter Size</u>	<u>Monthly Charge</u>
5/6" X 3/4"	\$
3/4"	\$
1"	\$
1 1/2"	\$
2"	\$
3"	\$
4"	\$
6"	\$

Gallage Charge:

All Gallage \$ per 1,000 gallons

Minimum Charge:

Base Facility Charge

Utility Tax Rider:

See Sheet No.

OTHER CHARGES:

Allowance For Funds Prudently
Invested (AFPI) Charges
Customer Deposits
Meter Test Deposits
Miscellaneous Service Charges
Service Availability Charges

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RESIDENTIAL SERVICE
RATE SCHEDULE: RS

AVAILABILITY:

Available throughout the area served by the following systems:

<u>System</u>	<u>County</u>	<u>Previous Order No.</u>	<u>Previous Effective Date</u>	<u>Previous Sheet No.</u>	<u>Rate Code</u>
Apache Shores	Citrus		01/01/90		

APPLICABILITY:

For any Customer for which no other rate schedule applies.

LIMITATIONS:

Subject to all of the Company's Rules and Regulations of this tariff, all applicable service agreement conditions, and all applicable riders.

All the rates, conditions and regulations referred to herein are subject to approval, amendment and change by any regulatory body having jurisdiction thereof.

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.

TYPE OF FILING:

Filing Description: Consolidated Tariff Filing
Rate Description: Currently Authorized Rates
Filing Date:
Authority No.:
Docket No.:
Order No.:
Order Date:
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RATE SCHEDULE: RS
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BILLING PERIOD

Bi-Monthly billing cycle.

RATE:

Base Facility Charge:

<u>Meter Size</u>	<u>Monthly Charge</u>
5/6" X 3/4"	\$
3/4"	\$
1"	\$
1 1/2"	\$
2"	\$
3"	\$
4"	\$
6"	\$

Gallonge Charge:

All Gallonge \$ per 1,000 gallons

Minimum Charge:

Base Facility Charge

Utility Tax Rider:

See Sheet No.

OTHER CHARGES:

Allowance For Funds Prudently
Invested (AFPI) Charges
Customer Deposits
Meter Test Deposits
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ALLOWANCE FOR FUNDS PRUDENTLY INVESTED

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MAIN EXTENSION CHARGE

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NEW CONNECT FEE

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