

Regulatory Consultants, Inc.

401 Interstate Boulevard Sarasota, Florida 34240

Telephone (941) 371-8499 • Fax (941) 379-2828

UNFILED
FILE COPY

November 6, 1996

961334 - WS

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

Re: Cypress Lakes Associates, Ltd.

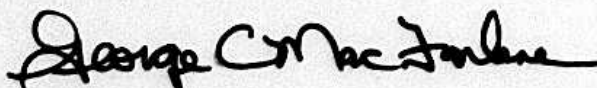
Dear Director:

Enclosed please find an Application for Grandfather Certificate for Cypress Lakes Associates, Ltd. which includes the following:

1. An original and five copies of the completed application and attached exhibits
2. An original copy of the territory and system map
3. An original and two copies of the proposed tariffs
4. The proper filing fee of \$2,000 (\$1,000 water and \$1,000 wastewater)

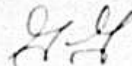
Should you have any questions or comments, please don't hesitate to contact us

Sincerely,



George C. MacFarlane
President

Check received with filing and
for the filing fee of \$2,000.
Enclosed is a copy of check
for \$2,000.



ACK _____
AFA _____
APP _____
CAF _____
CME _____
CTR _____
EAC _____
LEC _____
LIN _____
OIR _____
RCH _____
SEC _____
WAS _____
OTH _____

Encs.

GCM:cm

DOCUMENT NUMBER-DATE
11886 NOV-7 1996
FPSC-RECORDS/REPORTING

ORIGINAL
FILE COPY

96133Y-WS

CYPRESS LAKES ASSOCIATES, LTD.**Application for
a
Grandfather Certificate**

ACK _____
AFA _____
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LEG _____
LIN _____
OPC _____
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S _____
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REGULATORY CONSULTANTS, INC.

488 Interstate Boulevard
Sarasota, Florida 34240

(941) 371-6699

DOCUMENT NUMBER-DATE

11886 NOV-78

961334-65

CYPRESS LAKES ASSOCIATES, LTD.

**Application for
a
Grandfather Certificate**

REGULATORY CONSULTANTS, INC.

**401 Interstate Boulevard
Sarasota, Florida 34240**

(941) 371-8499

APPLICATION FOR GRANDFATHER CERTIFICATE

(Pursuant to Section 367.171, Florida Statutes)

**To: Director, Division of Records and Reporting
Florida Public Service Commission
2549 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

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

PART I APPLICANT INFORMATION

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

Cypress Lakes Associates, Ltd.
Name of Utility

(941) 859-1431 (941) 858-6936
Phone No. Fax No.

10000 North U.S. Highway #98
Office street address

Lakeland, Florida 33809
City State Zip Code

Same as office street address
Mailing address if different from street address

N/A
Internet address if applicable

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

George C. MacFarlane / Nance L. Guth (941) 371-8499
Name Phone No.

Regulatory Consultants, Inc.
401 Interstate Blvd.
Street address

Sarasota, Florida 34240
City State Zip Code

- C) Indicate the organizational character of the applicant:
(Circle One)

Corporation Partnership Sole Proprietorship

Other a Florida limited partnership
(Specify)

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

N/A

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

Exhibit A

PART II SYSTEM INFORMATION

A) WATER

- (1) **Exhibit B** - A statement describing the proposed type(s) of water service to be provided (i.e. potable, non-potable or both).
- (2) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

Cypress Lakes Associates, Ltd. Mobile Home Park
sections (Bulk meters), and five General Service
customers (Clubhouse, Golf Course and Sales office.

- (3) **Exhibit C** - Provide a schedule showing the number of customers currently served by Class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (4) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

Wells, Pump & Chlorination Units - #5387-5055, Issued on 5/28/97. Hydropneumatic Tank #5393-5055-G, effective December 10, 1993.

- (5) Indicate when the water utility system was established.
1987
- (6) **Exhibit D** - Evidence that the utility owns the land where the water treatment facilities are located. Or, if the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

B) WASTEWATER

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

Cypress Lakes Associates, Ltd. serves Residential (Mobile Homes), Mobile Home Park sections (bulk meters) and five General Service Customers (clubhouse, golf course, and sales office.

- (2) **Exhibit C** - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (3) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

Wastewater Treatment Plant #D053-231915, Issued 8/20/93 and Ground Water Monitoring Wells, GMS#4053P10696.

- (4) Indicate when the wastewater utility system was established.
1987
- (5) **Exhibit D** - Evidence that the utility owns the land where the wastewater treatment facilities are located. Or, if the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

PART III RATES AND TARIFFS

- A) **Exhibit E** - A statement specifying on what date and under what authority the current rates and charges were established.
- B) **Exhibit F** - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations.

PART IV TERRITORY DESCRIPTION AND MAPS

A) **TERRITORY DESCRIPTION**

Exhibit G - An accurate description, using township, range and section references as specified in Rule 25-30-.030(2), Florida Administrative Code, of the territory the utility was serving or was authorized to serve on the day Chapter 367, Florida Statutes, became applicable. If the water and wastewater service territories are different, provide separate descriptions.

B) **TERRITORY MAPS**

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

C) **SYSTEM MAPS**

Exhibit I - One copy of detailed map(s) showing existing lines and facilities and the territory proposed to be served. **Any requested territory not served at the time of application shall be specifically identified.** Maps(s) shall be of sufficient scale and detail to enable correlation with the description of the territory to be served. Provide separate maps for water and wastewater systems.

PART V

FILING FEE

Indicated the filing fee enclosed with the application:

\$ 1,000.00 (For water) and/or \$ 1,000.00 (For
wastewater).

Note: Pursuant to the Rule 20-30.020, Florida
Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility has the capacity to serve up to 100 ERC's the filing fee shall be **\$100.**
- (2) For applications in which the utility has the capacity to serve from 101 to 200 ERC's the filing fee shall be **\$200.**
- (3) For applications in which the utility has the capacity to serve from 201 ERC's to 500 ERC's the filing fee shall be **\$500.**
- (4) For applications in which the utility has the capacity to serve 501 to 2,000 ERC's the filing fee shall be **\$1,000.**
- (5) For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERC's the filing fee shall be **\$1,750.**
- (6) For applications in which the utility has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$2,250.**

Regulatory Consultants, Inc.

401 Interstate Boulevard, Sarasota, Florida 34240
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November 6, 1996

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

Re: Cypress Lakes Associates, Ltd

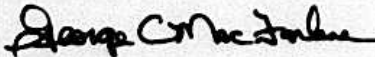
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Should you have any questions or comments, please don't hesitate to contact us

Sincerely,



George C. MacFarlane
President

Encs
GCM:cm

DEPOSIT TREAS. REC. DATE

D398

NOV 08 '96

Check received with filing and
forwarded to Fiscal for deposit.
Filing to forward a copy of check
to FRC with proof of deposit.
Initials of person who forwarded check.

TOTAL

2,000.00

0.00

2,000.00

CYPRESS LAKES ASSOCIATES, LTD.
6000 CENTRAL AVENUE
ST. PETERSBURG, FL 33707

FIRST UNION NATIONAL BANK
ST. PETERSBURG, FL 33710
7 SIGNATURES REQ. OVER \$1,500

DATE
10/28/96

CHECK NO.
002164

AMOUNT
\$*****2,000.00*

TWO THOUSAND AND NO/100 DOLLARS

FLORIDA PUBLIC SERVICE
COMMISSION



copy

Regulatory Consultants, Inc.

401 Interstate Boulevard Sarasota, Florida 34208
Telephone (941) 371-8499 • Fax (941) 379-2828

63-751
631

\$ 2000.00

002164

LAF

Postmark
11/17/96

November 6, 1996

961334-WS

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

Re: Cypress Lakes Associates, Ltd

Dear Director:

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Sincerely,

George C. MacFarlane

George C. MacFarlane
President

Encs
GCM:cm

DEPOSIT TREAS. REC. DATE

D399

NOV 08 '96

Check enclosed with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAL with proof of deposit.

Initials of person who forwarded check:

CYPRESS LAKES ASSOCIATES, LTD.
6868 CENTRAL AVENUE
ST. PETERSBURG, FL 33707

FIRST UNION NATIONAL BANK
ST. PETERSBURG, FL 33710
2 SIGNATURES REQ. OVER \$2,500

TWO THOUSAND AND NO/100 DOLLARS

DATE 10/29/96 CHECK NO. 002164 AMOUNT \$*****2,000.00*

TO THE ORDER OF FLORIDA PUBLIC SERVICE COMMISSION

[Signature]

PART VI AFFIDAVIT

I Fred Babb (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY:

Fred Babb
Applicant's Signature

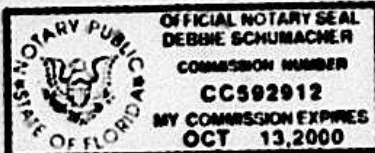
Fred Babb

Applicant's Name (Typed)

General Manager

Applicant's Title *

Subscribed and sworn to before me this 31st
of October 1996.



Debbie Schumacher
Notary Public

DEBBIE SCHUMACHER

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

EXHIBIT A
Grandfather Certificate Application
Part I-E

**NAMES AND ADDRESSES OF ALL PERSONS OWNING AN INTEREST IN
CYPRESS LAKES ASSOCIATES, LTD.**

**Cypress Lakes Associates, LTD.
5858 Central Avenue
St. Petersburg, FL 33707**

**Community Investment Corp.
5858 Central Avenue
St. Petersburg, FL 33707**

**M. Steven Sembler
5858 Central Avenue
St. Petersburg, FL 33707**

**Robert B. Young
5600 U. S. 98 North
Lakeland, FL 33809**

EXHIBIT B
Grandfather Certificate Application
Part II-A (1)

Cypress Lakes Associates, Ltd. provides potable water service only to its customers.

EXHIBIT C
Grandfather Certificate Application
Part II-A (3)

NUMBER OF CUSTOMERS CURRENTLY BEING SERVED

WATER:

	<u>RESIDENTIAL</u>	<u>MULTI-RESIDENTIAL</u>	<u>GENERAL</u>	<u>TOTAL</u>
5/8" x 3/4" Meter	53	0	5	58
1" Meter	0	0	0	0
1 1/2" Meter	0	0	0	0
2" Meter	0	0	0	0
4" Meter	<u>0</u>	<u>707</u>	<u>0</u>	<u>707</u>
	53	707	5	765

WASTEWATER:

	<u>RESIDENTIAL</u>	<u>MULTI-RESIDENTIAL</u>	<u>GENERAL</u>	<u>TOTAL</u>
5/8" x 3/4" Meter	53	0	5	58
1" Meter	0	0	0	0
1 1/2" Meter	0	0	0	0
2" Meter	0	0	0	0
4" Meter	<u>0</u>	<u>707</u>	<u>0</u>	<u>707</u>
	53	707	5	765

NUMBER OF CUSTOMERS POSSIBLE WHEN FULLY OCCUPIED

WATER	1,562
WASTEWATER	1,562

EXHIBIT D
Grandfather Certificate Application
Part II-A (6)

WARRANTY DEED DATED APRIL 23, 1996

Attached - 8 Pages

Prepared by GRS 10-1-82 10
 Form 1 (Revised) - 10-1-82
 P.O. Box 1000, Tallahassee, FL 32302-1000

WARRANTY DEED

This warranty deed is made this 22nd day of April, 1996, between **CYPRESS LAKES VENTURE**, a Florida general partnership, and **STEPHEN F. STORY**, as trustee of the **HUGH F. CULVERHOUSE TRUST**, dated February 6, 1993, whose post office address is Culverhouse, Betty & Story, P.O. Box 21400, Tampa, FL 33622-1400 ("Grantor"), and **CYPRESS LAKES ASSOCIATES, LTD.**, a Florida limited partnership, whose post office address is c/o Community Investment Corporation, 2000 Central Ave., First Floor, St. Petersburg, Florida 33707 ("Grantee"). ("Grantor" and "Grantee" are each the singular or plural, as context requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, paid or given to the Grantor by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to taxes and assessments for the year 1996 and subsequent years, and those matters set forth on Exhibit "B" attached hereto and made a part herEOF.

The Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever, except as stated above.

In WITNESS WHEREOF, Grantor has signed and sealed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
 as Witness
[Signature]
 as Witness
[Signature]
 as Witness
[Signature]
 as Witness

STATE OF FLORIDA

CYPRESS LAKES VENTURE
 a Florida general partnership

By [Signature]
 Stephen F. Story, as trustee of
 the Hugh F. Culverhouse Trust
 dated February 6, 1993, as sole
 remaining partner

[Signature]
 Stephen F. Story, as trustee of the
 Hugh F. Culverhouse
 Trust, dated February 6, 1993

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of April, 1996, by **STEPHEN F. STORY**, as trustee of the **HUGH F. CULVERHOUSE TRUST**, dated February 6, 1993, as sole remaining partner of **CYPRESS LAKES VENTURE**, a Florida general partnership, on behalf of said partnership. **STEPHEN F. STORY** is personally known to me or he has produced a drivers license as identification.

NOTARY PUBLIC
 STATE OF FLORIDA
 My Commission Expires: 10-1-97

[Signature]
 Notary Public
 My Commission Expires: 10-1-97

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of April, 1996, by **STEPHEN F. STORY**, as trustee of the **HUGH F. CULVERHOUSE TRUST**, dated February 6, 1993, on behalf of said trust. **STEPHEN F. STORY** is personally known to me or he has produced a drivers license as identification.

NOTARY PUBLIC
 STATE OF FLORIDA
 My Commission Expires: 10-1-97

[Signature]
 Notary Public
 My Commission Expires: 10-1-97

EXHIBIT "A"

MAIN PARCEL

A tract of land lying in Sections 33 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Begin at the Southeast Corner of Section 34, Township 26 South, Range 23 East, Polk County, Florida; thence N.00°48'46"W., along the easterly line of said Section 34 a distance of 2270.63 feet to the Southerly right-of-way of State Road #700 and #35, also known as U.S. Highway 98 (160 feet wide); thence N.47°17'40"W., along the Southerly right-of-way of said U.S. Highway 98 a distance of 1002.65 feet to the northerly line of a 12.00 foot wide Utility Easement "C" as recorded in O.R. Book 2628, Page 1962 of the Public Records of Polk County, Florida, (the following five calls are along the northerly limits of said utility easement); thence S.42°39'53"W., a distance of 100.91 feet to the point of curvature of a curve to the right, having: a radius of 737.50 feet, a central angle of 23°27'46"; thence along the arc of said curve, an arc length of 302.01 feet to the point of reverse curvature of a curve to the left, having: a radius of 1005.50 feet, a central angle of 44°00'00"; thence along the arc of said curve, an arc length of 772.17 feet to the point of reverse curvature of a curve to the right, having: a radius of 272.62 feet, a central angle of 79°00'00"; thence along the arc of said curve, an arc length of 375.89 feet to the point of compound curvature of a curve to the right, having: a radius of 1132.50 feet, a central angle of 20°08'24"; thence along the arc of said curve, an arc length of 398.08 feet to the end of said curve; thence N.00°41'07"W., a distance of 130.24 feet to the Southeast corner of Tract 3, also known as Cypress Lakes Phase 2A, a subdivision as recorded in Plat Book 91, Pages 4 and 5, of the Public Records of Polk County, Florida, (the following nine calls are along the boundary of said Plot); thence N.00°41'07"W., a distance of 703.50 feet; thence N.77°53'17"W., a distance of 769.93 feet to a found concrete monument (LB 1022); thence N.04°30'51"W., a distance of 184.70 feet to a found concrete monument (LB 1022); thence N.37°39'32"W., a distance of 183.09 feet to a found concrete monument (LB 1022); thence S.62°27'19"W., a distance of 188.65 feet to a found concrete monument (LB 1022); thence S.11°26'56"W., a distance of 126.31 feet; thence S.50°16'37"W., a distance of 381.25 feet to a found concrete monument (LB 1022); thence S.10°20'36"W., a distance of 240.94 feet to a found concrete monument (LB 1022); thence S.21°43'40"E., a distance of 225.04 feet; thence S.51°58'06"W., a distance of 323.96 feet; thence S.09°24'33"W., a distance of 133.08 feet; thence N.84°56'40"W., a distance of 192.41 feet; thence N.39°34'27"W., a distance of 103.78 feet; thence S.49°59'33"W., a distance of 76.63 feet; thence N.73°48'22"W., a distance of 26.34 feet; thence N.88°35'05"W., a distance of 186.46 feet; thence S.25°34'47"W., a distance of 51.05 feet; thence S.43°57'46"E., a distance of 250.48 feet to a point of curvature of a curve to the right of which the radius lies S.48°03'57"W., a radial distance of 75.70 feet, thence passing through a central angle of 43°48'52", an arc length of 60.53 feet; thence S.01°51'03"W., a distance of 115.58 feet; thence S.41°18'16"E., a distance of 64.86 feet; thence S.19°57'36"E., a distance of 125.57 feet to a point of curvature of a curve to the left of which the radius lies S.70°14'20"E., a radial distance of 590.00 feet, thence continuing along said curve, passing through a central angle of 8°48'47", an arc length of 90.75 feet to the point of curvature of a curve to the left of which the radius lies S.15°21'01"W., a radial distance of 160.00 feet; thence continuing along said curve, passing through a central angle of 160°15'13", an arc length of 447.51 feet to the end of said curve; thence S.22°37'07"W., a distance of 96.49 feet; thence S.81°19'52"W., a distance of 78.73 feet to the point of curvature of a curve to the left, having: a radius of 147.00 feet, a central angle of 115°17'50"; thence along the arc of said curve, an arc length of 295.81 feet to the point of tangency of said curve; thence S.33°57'58"E., a distance of 51.87 feet to a point of curvature of a curve to the right of which the radius lies N.36°43'10"W., a radial distance of 213.50 feet, said point lying 10 feet northerly of a 53 feet wide utility easement as recorded in O.R. Book 3546, Pages 1682-1698, of the Public Records of Polk County, Florida, (the following 7 calls lie 10 feet northerly of and parallel with said 53 feet wide utility easement); thence continuing along said curve, passing through a central angle of 31°35'02", an arc length of 117.69 feet to the point of tangency of said curve; thence S.84°51'52"W., a distance of 177.12 feet to the point of curvature of a curve to the left, having: a radius of 231.50 feet, a central angle of 89°18'54"; thence along the arc of said curve, an arc length of 344.71 feet to the point of reverse curvature of a curve to the right, having: a radius of 157.37 feet, a central angle of 78°22'49"; thence along the arc of said curve, an arc length of 215.28 feet to the point of compound curvature of a curve to the right, having: a radius of 253.50 feet, a central angle of 33°28'03"; thence along the arc of said curve, an arc length of 148.07 feet to the point of tangency of

said curve; thence N 68°36'10"W., a distance of 104.26 feet to the point of curvature of a curve to the left, having: a radius of 286.50 feet, a central angle of 08°50'40", thence along the arc of said curve, an arc length of 44.23 feet to the end of said curve; thence N 02°01'16"E., a distance of 258.44 feet to the point of curvature of a curve to the left, having: a radius of 312.00 feet, a central angle of 50°53'56"; thence along the arc of said curve, an arc length of 277.17 feet to the point of tangency of said curve; thence N 48°32'40"W., a distance of 124.61 feet to the point of curvature of a curve to the right, having: a radius of 288.00 feet, a central angle of 14°56'03"; thence along the arc of said curve, an arc length of 73.07 feet to the point of tangency of said curve; thence N 33°56'37"W., a distance of 247.34 feet to the point of curvature of a curve to the right, having: a radius of 73.00 feet, a central angle of 77°55'48"; thence along the arc of said curve, an arc length of 99.29 feet to the point of tangency of said curve; thence N 43°59'11"E., a distance of 21.27 feet to the point of curvature of a curve to the left, having: a radius of 172.00 feet, a central angle of 53°52'55"; thence along the arc of said curve, an arc length of 161.75 feet to the point of tangency of said curve; thence N 09°53'44"W., a distance of 240.04 feet to a point on a utility easement as recorded in O.R. Book 3546, Pages 1687-1691, of the Public Records of Polk County, Florida, said point being the point of curvature of a curve to the left, having: a radius of 53.00 feet, a central angle of 27°41'53"; (the following 2 calls are along the easterly line of said utility easement); thence along the arc of said curve, an arc length of 25.62 feet to the end of said curve; thence N 24°15'42"E., a distance of 122.20 feet; thence S 68°31'47"E., a distance of 86.75 feet to a point of curvature of a curve to the left of which the radius lies N 67°38'09"W., a radial distance of 641.00 feet; thence continuing along said curve passing through a central angle of 11°08'19", an arc length of 124.61 feet to a point of curvature of a curve to the left of which the radius lies N 04°30'56"E., a radial distance of 893.00 feet; thence continuing along said curve, passing through a central angle of 12°53'57", an arc length of 201.04 feet to the point of tangency of said curve; thence N 81°36'59"E., a distance of 30.61 feet; thence S 19°54'59"E., a distance of 23.96 feet to the point of curvature of a curve to the right, having: a radius of 188.00 feet, a central angle of 12°50'02"; thence along the arc of said curve, an arc length of 42.11 feet to the point of tangency of said curve; thence S 07°04'57"E., a distance of 151.91 feet to a point of curvature of a curve to the left of which the radius lies S 55°49'06"E., a radial distance of 149.00 feet; thence continuing along said curve, passing through a central angle of 262°31'41" an arc length of 682.71 feet to the end of said curve; thence N 07°04'57"W., a distance of 151.91 feet to the point of curvature of a curve to the left, having: a radius of 412.00 feet, a central angle of 12°50'02"; thence along the arc of said curve, an arc length of 92.29 feet to the point of tangency of said curve; thence N 19°54'59"W., a distance of 24.23 feet to a point of curvature of a curve to the left of which the radius lies N 33°12'44"W., a radial distance of 487.00 feet; thence continuing along said curve, passing through a central angle of 17°16'54", an arc length of 146.85 feet to the point of tangency of said curve; thence N 39°30'22"E., a distance of 227.00 feet to the point of curvature of a curve to the left, having: a radius of 222.00 feet, a central angle of 65°27'45"; thence along the arc of said curve, an arc length of 253.64 feet to the point of tangency of said curve; thence N 25°57'23"W., a distance of 264.96 feet; thence S 74°26'19"W., a distance of 1119.55 feet to a point of curvature of a curve to the right of which the radius lies N 28°39'11"E., a radial distance of 288.00 feet; thence continuing along said curve, passing through a central angle of 27°35'40", an arc length of 138.70 feet to the end of said curve; thence S 56°18'14"W., a distance of 286.65 feet; thence S 36°47'24"E., a distance of 39.51 feet to the point of curvature of a curve to the right, having: a radius of 202.00 feet, a central angle of 36°40'23"; thence along the arc of said curve, an arc length of 129.29 feet to the point of tangency of said curve; thence S 00°07'01"E., a distance of 168.42 feet; thence S 89°52'59"W., a distance of 114.12 feet to a point of curvature of a curve to the right of which the radius lies N 88°02'19"W., a radial distance of 190.00 feet; thence continuing along said curve, passing through a central angle of 10°40'36", an arc length of 35.41 feet to the end of said curve; thence N 77°21'43"W., a distance of 201.44 feet to a point on the westerly line of the Northeast 1/4 of the Southeast 1/4 of Section 33, Township 26 South, Range 23 East; thence S 30°34'28"E., along said westerly line, a distance of 2388.21 feet to the Southwest Corner of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence N 89°37'21"E., along the southerly line of said Section 33 a distance of 1326.38 feet to the Southwest Corner of aforementioned Section 34; thence N 89°22'28"E., along the southerly line of said Section 34, a distance of 5323.22 feet to the POINT OF BEGINNING

ALSO

SEWAGE TREATMENT FACILITY:

A tract of land lying in Section 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of Section 34, Township 26 South, Range 23 East, Polk County, Florida; thence N.00°48'46"W., along the easterly line of said Section 34 a distance of 2270.65 feet to the Southerly right-of-way of State Road #700 and # 35, also known as U.S. Highway 98 (160 feet wide); thence N.47°17'40"W., along the Southerly right-of-way of said U.S. Highway 98 a distance of 1297.31 feet to a point on a curve to the right, of which the radius point lies N.42°42'05"E., a radial distance of 5824.26 feet; thence along the arc in a northwesterly direction, passing through a central angle of 06°26'52", an arc length of 655.45 feet to a point along said curve; thence S.49°08'58"W., a distance of 57.61 feet to the POINT OF BEGINNING of the Sewage Treatment Facility; thence S.10°18'32"E., a distance of 237.43 feet; thence S.02°07'38"E., a distance of 59.01 feet; thence S.53°02'17"W., a distance of 66.47 feet; thence N.43°24'57"W., a distance of 73.58 feet; thence N.36°27'45"W., a distance of 199.36 feet; thence N.74°43'47"E., a distance of 70.39 feet; thence N.27°01'16"W., a distance of 12.48 feet; thence N.52°17'35"E., a distance of 145.67 feet to the POINT OF BEGINNING.

**LESS GOLF COURSE PARCEL 1, GOLF COURSE PARCEL 2,
INFORMATION CENTER AND THE FOLLOWING DESCRIBED
LOTS WITHIN CYPRESS LAKES PHASE 2A:**

GOLF COURSE PARCEL 1:

A tract of land lying in Section 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of Section 34, Township 26 South, Range 23 East, Polk County, Florida; thence N.00°48'46"W., along the easterly line of said Section 34 a distance of 1510.83 feet; thence West, a distance of 637.43 feet to the POINT OF BEGINNING of Golf Course Parcel 1; thence S.01°06'52"E., a distance of 268.18 feet to a point on a curve to the left of which the radius lies S.08°16'25"E., a radial distance of 565.93 feet; thence continuing along said curve, passing through a central angle of 35°50'00", an arc length of 353.94 feet to the end of said curve; thence S.46°31'54"W., a distance of 807.89 feet; thence S.37°15'57"W., a distance of 234.95 feet to the northerly limits of a 12.00 foot wide utility easement as recorded in O.R. Book 2628, Page 1962 of the Public Records of Polk County, Florida (the following two calls are along the northerly side of said easement); thence N.51°14'05"W., a distance of 113.32 feet to the point of curvature of a curve to the left, having: a radius of 373.58 feet, a central angle of 22°58'36"; thence along the arc of said curve, an arc length of 149.81 feet to the end of said curve; thence N.15°47'25"E., a distance of 76.72 feet to the point of curvature of a curve to the left, having: a radius of 163.00 feet, a central angle of 89°33'55"; thence along the arc of said curve, an arc length of 258.89 feet to the point of tangency of said curve; thence N.74°06'30"W., a distance of 246.40 feet to a point on the easterly limits of aforementioned 12.00 foot wide utility easement, said point being on a curve to the right of which the radius lies S.74°06'30"E., a radial distance of 1045.36 feet (the following two calls are along said utility easement); thence continuing along said curve, passing through a central angle of 11°07'06", an arc length of 202.85 feet to the point of reverse curvature of a curve to the left, having: a radius of 580.98 feet, a central angle of 10°23'24"; thence along the arc of said curve, an arc length of 105.19 feet to the end of said curve; thence N.82°32'43"E., a distance of 262.87 feet to the point of curvature of a curve to the left, having: a radius of 170.00 feet, a central angle of 100°32'02"; thence along the arc of said curve, an arc length of 298.29 feet to the point of tangency of said curve; thence N.17°59'19"W., a distance of 23.99 feet; thence N.72°00'41"E., a distance of 83.48 feet to the point of curvature of a curve to the left, having: a radius of 160.00 feet, a central angle of 234°12'55"; thence along the arc of said curve, an arc length of 654.09 feet to a point on a curve to the right of which the radius lies N.25°07'42"W., a radial distance of 1143.85 feet; thence continuing along said curve, passing through a central angle of 11°23'51", an arc length of 227.54 feet to a point on a curve to the right of which the radius lies N.48°28'14"E., a radial distance of 392.26 feet; thence continuing along said curve, passing through a central angle of 43°19'42", an arc length of 296.64 feet to the point of tangency of said curve; thence

N.21°47'56"E., a distance of 78.15 feet, thence N.72°29'25"W., a distance of 87.80 feet returning to a point on the aforementioned 12.00 foot wide utility easement (the following four calls are along the southerly limits of said utility easement), thence N.22°09'06"E., a distance of 9.48 feet to a point on a curve to the right, having a radius of 22.30 feet, a central angle of 87°32'59"; thence along the arc of said curve, an arc length of 34.38 feet to the point of reverse curvature of a curve to the left, having a radius of 1217.50 feet, a central angle of 68°13'16"; thence along the arc of said curve, an arc length of 174.69 feet to the point of compound curvature of a curve to the left, having a radius of 357.42 feet, a central angle of 57°33'40"; thence along the arc of said curve, an arc length of 358.96 feet to the end of said curve, thence S.65°41'28"E., a distance of 54.33 feet to the point of curvature of a curve to the left, having a radius of 759.22 feet, a central angle of 20°01'37"; thence along the arc of said curve, an arc length of 265.37 feet to the point of reverse curvature of a curve to the right, having a radius of 506.89 feet, a central angle of 25°25'50"; thence along the arc of said curve, an arc length of 224.98 feet to the point of tangency of said curve; thence S.60°17'16"E., a distance of 379.07 feet to the point of curvature of a curve to the right, having a radius of 186.62 feet, a central angle of 59°28'15"; thence along the arc of said curve, an arc length of 193.70 feet returning to the POINT OF BEGINNING of Golf Course Parcel 1.

GOLF COURSE PARCEL 2:

A tract of land lying in Section 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of Section 34, Township 26 South, Range 23 East, Polk County, Florida; thence S.89°22'28"W., along the southerly line of said Section 34, a distance of 4336.32 feet to the POINT OF BEGINNING of Golf Course Parcel 2; thence N.00°37'32"W., a distance of 143.44 feet to the point of curvature of a curve to the left, having a radius of 149.00 feet, a central angle of 13°26'20"; thence along the arc of said curve, an arc length of 34.95 feet to the end of said curve; thence N.43°17'35"W., a distance of 98.86 feet; thence N.38°07'44"W., a distance of 81.72 feet to a point on a curve to the left, of which the radius lies S.50°10'26"W., a radial distance of 312.00 feet; thence continuing along said curve, passing through a central angle of 10°34'45", an arc length of 57.61 feet to the point of tangency of said curve; thence N.50°24'19"W., a distance of 89.88 feet to the point of curvature of a curve to the left, having a radius of 312.00 feet, a central angle of 36°55'06"; thence along the arc of said curve, an arc length of 201.04 feet to the end of said curve; thence N.86°51'20"W., a distance of 69.41 feet to a point on a curve to the left, of which the radius lies S.76°22'49"W., a radial distance of 401.07 feet; thence continuing along said curve, passing through a central angle of 29°06'53", an arc length of 203.80 feet to the end of said curve; thence N.46°05'52"W., a distance of 34.16 feet to a point on a curve to the left, of which the radius lies N.77°07'09"W., a radial distance of 230.37 feet (the following four calls run 10 feet easterly and southerly of, and parallel to a 52.00 foot wide utility easement as recorded in O.R. Book 3546, Pages 1692-1698 of the Public Records of Polk County, Florida); thence continuing along said curve, passing through a central angle of 13°19'57", an arc length of 53.61 feet to the point of reverse curvature of a curve to the right, having a radius of 198.50 feet, a central angle of 85°18'54"; thence along the arc of said curve, an arc length of 236.01 feet to the point of tangency of said curve; thence N.84°51'52"E., a distance of 177.12 feet to the point of curvature of a curve to the left, having a radius of 286.50 feet, a central angle of 30°52'55"; thence along the arc of said curve, an arc length of 154.42 feet to the end of said curve; thence S.32°36'15"E., a distance of 19.06 feet; thence S.54°51'19"E., a distance of 86.45 feet; thence S.76°35'05"E., a distance of 99.60 feet; thence N.85°07'40"E., a distance of 72.58 feet; thence N.59°58'36"E., a distance of 198.43 feet; thence S.37°51'54"E., a distance of 705.76 feet to the point of curvature of a curve to the left, having a radius of 444.66 feet, a central angle of 29°36'31"; thence along the arc of said curve, an arc length of 229.79 feet to the point of tangency of said curve; thence S.67°28'25"E., a distance of 223.19 feet; thence S.86°24'27"E., a distance of 148.18 feet; thence N.41°38'36"E., a distance of 125.88 feet; thence N.16°15'22"W., a distance of 152.55 feet; thence N.47°41'23"W., a distance of 106.50 feet; thence N.19°57'02"W., a distance of 164.64 feet; thence N.10°24'59"W., a distance of 336.23 feet; thence N.10°46'07"E., a distance of 139.70 feet to a point on a curve to the left, of which the radius lies N.78°24'15"W., a radial distance of 160.00 feet; thence continuing along said curve, passing through a central angle of 130°50'48", an arc length of 365.39 feet to the end of said curve; thence N.86°57'36"W., a distance of 51.46 feet to a point on a curve to the right of which the radius lies N.15°18'38"E., a radial distance of 405.58 feet; thence continuing along said curve, passing through a central angle of 36°07'26", an arc length of 255.71 feet to the end of said

curve; thence N.03°58'44"E., a distance of 117.30 feet to the point of curvature of a curve to the left, having: a radius of 160.00 feet, a central angle of 141°34'33"; thence along the arc of said curve, an arc length of 395.35 feet to the end of said curve; thence N.79°18'02"W., a distance of 158.14 feet to the southerly limits of a 12.00 foot wide utility easement as recorded in O.R. Book 2613, Pages 2019-2020 of the Public Records of Polk County, Florida (the following two calls are along said utility easement); thence N.53°32'12"E., a distance of 138.27 feet; thence N.50°03'41"E., a distance of 259.28 feet; thence N.51°41'17"E., a distance of 444.60 feet to the easterly boundary of Tract 3, Cypress Lakes Phase 2A, a subdivision as recorded in Plat Book 91, Pages 4 and 5 of the Public Records of Polk County, Florida (the following four calls are along the southerly lines of said Tract 3); thence S.21°43'40"E., a distance of 161.93 feet, to a found concrete monument (LB 1022); thence S.84°47'35"E., a distance of 402.67 feet, to a found concrete monument (LB 1022); thence N.62°03'26"E., a distance of 138.76 feet, to a found concrete monument (LB 1022); thence, on line with a found concrete monument (LB 1022) which bears N.19°26'06"E., a distance of 264.74 feet from the last described point, run a distance of 245.86 feet to a point on the southerly line of a 12.00 foot wide utility easement as recorded in O.R. Book 2628, Page 1962 of the Public Records of Polk County, Florida, said point also being on a curve to the right, of which the radius lies S.06°34'06"W., a radial distance of 659.12 feet (the following four calls are along said utility easement); thence continuing along said curve, passing through a central angle of 32°27'22", an arc length of 373.37 feet to the point of reverse curvature of a curve to the left, having: a radius of 1217.50 feet, a central angle of 15°07'46"; thence along the arc of said curve, an arc length of 321.49 feet to the point of reverse curvature of a curve to the right, having: a radius of 22.50 feet, a central angle of 87°33'01"; thence along the arc of said curve, an arc length of 34.38 feet to the end of said curve; thence S.21°26'47"W., a distance of 20.80 feet; thence N.72°18'56"W., a distance of 67.81 feet; thence N.80°03'56"W., a distance of 24.51 feet; thence S.21°47'57"W., a distance of 50.36 feet to the point of curvature of a curve to the left, having: a radius of 632.26 feet, a central angle of 42°29'30"; thence along the arc of said curve, an arc length of 468.90 feet to the end of said curve; thence S.69°18'25"W., a distance of 10.00 feet; thence S.13°42'57"E., a distance of 201.30 feet; thence S.03°59'48"W., a distance of 105.05 feet; thence S.25°21'44"W., a distance of 61.09 feet; thence S.66°12'00"E., a distance of 92.00 feet, returning to the aforementioned utility easement, said point being on a curve to the right, of which radius lies N.66°12'00"W., a radial distance of 520.94 feet (the following ten calls run along said utility easement); thence continuing along said curve, passing through a central angle of 03°12'36", an arc length of 29.19 feet to the point of reverse curvature of a curve to the left, having: a radius of 1105.36 feet, a central angle of 21°35'10"; thence along the arc of said curve, an arc length of 416.44 feet to the point of reverse curvature of a curve to the right, having: a radius of 404.30 feet, a central angle of 25°12'42"; thence along the arc of said curve, an arc length of 177.90 feet to the end of said curve; thence S.61°03'53"E., a distance of 63.56 feet to a point on a curve to the right, of which radius lies N.87°29'07"E., a radial distance of 23.00 feet; thence continuing along said curve, passing through a central angle of 115°12'21", an arc length of 46.25 feet to the point of reverse curvature of a curve to the left, having: a radius of 439.04 feet, a central angle of 25°19'12"; thence along the arc of said curve, an arc length of 178.69 feet to the point of tangency of said curve; thence N.89°22'16"E., a distance of 112.59 feet to the point of curvature of a curve to the right, having: a radius of 313.58 feet, a central angle of 39°23'36"; thence along the arc of said curve, an arc length of 215.60 feet to the point of tangency of said curve; thence S.51°14'06"E., a distance of 32.39 feet; thence S.38°45'34"W., a distance of 88.00 feet; thence S.51°14'06"E., a distance of 297.93 feet to the point of curvature of a curve to the left, having: a radius of 430.86 feet, a central angle of 29°31'34"; thence along the arc of said curve, an arc length of 222.03 feet to the end of said curve; thence S.00°37'23"E., a distance of 21.74 feet to a point on the southerly line of said Section 34; thence running along said southerly line S.89°22'28"W., a distance of 2921.32 feet returning to the POINT OF BEGINNING of Golf Course Parcel 2.

INFORMATION CENTER:

A tract of land lying in Section 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of Section 34, Township 26 South, Range 23 East, Polk County, Florida; thence N.00°45'46"W., along the easterly line of said Section 34 a distance of 1979.70 feet to the POINT OF BEGINNING of said Information Center, thence S.89°11'14"W., a distance of 175.04 feet to the point of curvature of a curve to the left, having: a radius of 150.00 feet, a central angle of 44°44'11"; thence along the arc of said curve, an arc length of 117.12 feet to a point on a curve to the left of which the radius lies S.04°44'29"E., a radial distance of 632.36 feet; thence continuing along said curve, passing through a central angle of 26°08'07", an arc length of 288.45 feet to the end of said curve; thence N.58°49'30"W., a distance of 130.67 feet to a point on a curve to the left of which the radius lies N.87°14'43"W., a radial distance of 146.00 feet; thence continuing along said curve, passing through a central angle of 124°03'04", an arc length of 321.29 feet to the end of said curve; thence N.58°21'44"W., a distance of 53.96 feet to a point on a curve to the left of which the radius lies S.29°42'46"W., a radial distance of 742.89 feet; thence continuing along said curve, passing through a central angle of 23°25'50", an arc length of 329.73 feet to the point of reverse curvature of a curve to the right, having: a radius of 523.22 feet, a central angle of 23°30'58"; thence along the arc of said curve, an arc length of 214.73 feet to a point on the southerly limits of a 12.00 foot wide utility easement as described in O.R. Book 2628, Page 1962 of the Public Records of Polk County, Florida (the following three miles are along said utility easement), said point being on a curve to the right of which the radius lies S.6°16'36"E., a radial distance of 920.50 feet; thence continuing along said curve, passing through a central angle of 37°26'14", an arc length of 601.46 feet to the point of reverse curvature of a curve to the left, having: a radius of 822.50 feet, a central angle of 23°27'45"; thence along the arc of said curve, an arc length of 336.81 feet to the point of tangency of said curve; thence N.42°39'53"E., a distance of 100.85 feet to a point on the westerly right-of-way of State Road 8700 and 895, also known as U.S. Highway 98 (160 feet wide); thence S.47°17'40"E., along said right-of-way a distance of 917.45 feet to a point on the East line of said Section 34; thence S.00°48'46"E., along the East line of said Section 34 a distance of 290.95 feet, returning to the POINT OF BEGINNING of the Information Center.

LOTS WITHIN CYPRESS LAKES PHASE 2A, PLAT BOOK 91, PAGES 4 AND 5

Lots 389, 390, 391, 392, 396, 397, the East 5 feet of 398, 399, 401, 405, 406, 407, 408, 409, 410, 412, 413, 414, 416, 418, 419, 421, 431, 432, 443, 445, 446, 447, 452, 456, 457, 460, 461, 462, 463, 464, 465, 466, 467, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, and 483 of Cypress Lakes Phase 2A, a subdivision, according to the plat thereof as recorded in Plat Book 91, Pages 4 and 5, of the Public Records of Polk County, Florida.

It is the intent to include in this deed all other lands lying within the plot of Cypress Lakes Phase 2A, Plat Book 91, Pages 4 and 5, not specifically excluded above.

Included with the land conveyed by this deed are the following described easements:

Together with the drainage easement described as Attachment 2 created in the Warranty Deed dated the 1st day of March, 1973, as recorded in Official Records Book 1520, Page 1124, public records of Polk County, Florida; and

Together with the Cul-De-Sac Easement and Boulevard Tract created in that Access Easement from Cypress Lakes Venture, a Florida general partnership, dated and recorded on the 26th day of October, 1990, in Official Records Book 2908, Page 993, public records of Polk County, Florida.

**EXHIBIT "B" TO DEED
PERMITTED TITLE EXCEPTIONS**

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Cypress Lakes Phase - 2A, as recorded in Plat Book 91, Pages 4 and 5, Public Records of Polk County, Florida.
 2. Covenants, conditions, and restrictions recorded December 13, 1990, in O.R. Book 2922, Page 1436, Public Records of Polk County, Florida.
 3. Easement contained in instrument recorded November 12, 1942, Deed Book 640, Page 433, Public Records of Polk County, Florida.
 4. Reservation of Drainage Easement contained in instrument recorded March 2, 1972, in O.R. Book 1530, Page 1134, Public Records of Polk County, Florida.
 5. Easement contained in instrument recorded March 16, 1968, in O.R. Book 2613, Page 2019, Public Records of Polk County, Florida.
 6. Easement contained in instrument recorded March 16, 1968, in O.R. Book 2613, Page 2021, Public Records of Polk County, Florida.
 7. Easement contained in instrument recorded May 5, 1968, in O.R. Book 2628, Page 1962, Public Records of Polk County, Florida.
 8. Private Access Easement contained in instrument recorded October 26, 1990, in O.R. Book 2908, Page 995, Public Records of Polk County, Florida.
 9. Easement contained in instrument recorded June 27, 1995, in O.R. Book 3546, Page 1687, Public Records of Polk County, Florida.
 10. Easement contained in instrument recorded June 27, 1995, in O.R. Book 3546, Page 1692, Public Records of Polk County, Florida.
 11. Amended Notice of Mobile Homeowners Association Right to Purchase the Park recorded May 8, 1989, in O.R. Book 2726, Page 1483, Public Records of Polk County, Florida. The property is subject to the provisions of Chapter 723, Florida Statutes, relating to mobile home park tenancies.
 12. Notice of Reduction of Services (Waste Disposal Service), recorded December 8, 1995, in O.R. Book 3612, Page 1322, Public Records of Polk County, Florida.
 13. Declaration of Covenants, Conditions, Restrictions, and Easement Agreement, entered into between Cypress Lakes Association, Ltd., and Stephen Story, as Trustees of the Hugh F. Culverhouse Trust, dated February 4, 1993, which instrument shall be recorded on the same date herewith.
- 2

EXHIBIT E**Grandfather Certificate Application****Part III-A****STATEMENT REGARDING THE RATES IN EFFECT**

On August 6, 1996, at a Public Hearing in Bartow, Florida the Polk County Board of County Commissioners (Board) approved Water and Wastewater Rates for Cypress Lakes. Except for six specific utilities which had pending regulatory action, the Board voted to transfer jurisdiction of private water and wastewater utilities to the Florida Public Service Commission (PSC) on May 14, 1996. The Board completed its regulatory action on Cypress Lakes on August 6, 1996 (see attached order) and subsequently Cypress Lakes submitted their initial registration of the utility with the PSC on September 10, 1996 (see attached letter).

ATTACHMENTS**Polk County order dated August 6, 1996****Pages 1 - 7****Registration letter dated September 9, 1996****Page 8**

**FOLK COUNTY
BOARD OF COUNTY COMMISSIONERS**

**SITTING AS
FOLK COUNTY UTILITIES COMMISSION**

August 6, 1996

**TO: FOLK COUNTY UTILITIES COMMISSION
JIM KENNEDY, JR., ALTERNATE COUNTY MANAGER**

THROUGH: DARRELL W. GUNN, PUBLIC WORKS DIRECTOR

**FROM: DONALD A. CRAWFORD, UTILITIES DIRECTOR
PAULA M. ZWACK, FISCAL & FRANCHISE MANAGER #2**

**SUBJECT: PUBLIC HEARING -- AUGUST 6, 1996 @ 1:30PM
CYPRESS LAKES REGIONAL UTILITY, L.C.
SETTING OF INITIAL WATER AND SEWER RATES**

STATEMENT OF ISSUE

Cypress Lakes Regional Utility, L.C. is a water and sewer system which must be franchised in accordance with Polk County Ordinance #82-11 as amended, and certified in accordance with Florida Statute Chapter 367.022. Since the Board of County Commissioners relinquished jurisdiction of the franchises in Polk County in May of this year, the Florida Public Service Commission will issue the original certificate for these systems. The Utilities Staff has received correspondence that the owners of the Cypress Lakes Mobile Home Park which is the Hugh Culverhouse Estate, just recently sold the system and park to Cypress Lakes Associates, Ltd.

Cypress Lakes Regional Utility, L.C. is located approximately five miles north of the Lakeland Square Mall on U.S. 98 N. There are an average of 672 water and sewer customers comprised of 667 residential and 5 commercial.

Today's public hearing is for the purpose of establishing initial rates for the utility. In accordance with Polk County Ordinance #82-11 as amended, the customers of the utility were both individually notified and a legal advertisement was published in The Ledger.

ANALYSIS:

The vast majority of the mobile home lots are rental lots and are not individually metered. In fact, only 38 or 39% of the 672 customers are individually metered. Fifty-three (53) of those individually metered customers own their lots. It was the sale of lots in a single phase of the entire development which triggered the franchising requirement. There are just under 100 total lots in the "for sale" section of the development. Total build out of the entire development is approximately 1600 units.

John Sheahan of Sheahan & Associates, Inc. was retained by the Board to review this initial rate

Cypress Lakes Regional Utility, L.C. Public Hearing
August 6, 1996
page 2

application. Mr. Shashen's recommendations are contained in his report, **CYPRESS LAKES REGIONAL UTILITY, L.C., Rate Consultant's Report On The Application For Setting Of Initial Water & Sewer Rates Tax Year Ended December 31, 1995, dated July 18, 1996** (copy attached).

The report shows that the Applicant requested rates would have produced \$352,136 in gross revenue while the County consultant's recommended rates are projected to produce \$299,736. Therefore, the requested gross revenue has been reduced by \$53,400 or approximately 15%.

Mr. Shashen is present to discuss his report in detail and address any questions or concerns.

RECOMMENDATION:

Staff concurs with the County's rate consultant's recommendation (water and sewer monthly rates and deferred standby fees) as outlined in the report, **CYPRESS LAKES REGIONAL UTILITY, L.C., Rate Consultant's Report On The Application For Setting Of Initial Water & Sewer Rates Tax Year Ended December 31, 1995, dated July 18, 1996** (copy attached).

Staff also recommends the following miscellaneous fees:

Initial Connection Fee	\$15.00
Normal Reconnection Fee	15.00
Violation Reconnection Fee	25.00
Premises Visit Fee (In Lieu of Disconnection)	15.00
Insufficient Funds Check	10.00
Meter Installation Fee:	
5/8" x 3/4" meter	\$125.00
1" meter	150.00
1 1/2" meter	300.00
2" meter	350.00
Over 2" meter	Actual Cost

Staff further recommends approving these rates effective with consumption on or after October 1, 1996 and the resulting bills.

FISCAL IMPACT:

Not applicable

Cypress Lakes Regional Utility, L.C. Public Hearing
August 6, 1996
page 3

Reviewed by:

Jim Roden, Jr.
Acting County Manager

Darrell Gunn
Public Works Director

County Attorney

Cypress Lakes Disk: agend96.6.1wp
last update: 7/24/96

PRESS LAKES REGIONAL UTILITY, L
EST YEAR: 12/31/88
Rate Schedule - Water

Date:
Prepared: J. Sheehan
File: CYLA.WR4

07/18

Explanation: Provide a schedule of proposed rates

Line No.	Class/Meter Size	A AWWA Factor & Weights	B Requested Rates	C % Rate Incr. (Calculated)	D \$ Rate Incr. (Calculated)	E Recommended Rates
1						
2	Base Facility Charge		\$0.04	-01.31%	(\$0.01)	\$3.73
3	Consumption Charge		0.40	03.27%	\$0.31	0.00
4						
5	Residential.....					
6	Base Facility Charge (Monthly Min.)					
7	Individually metered units	1.0	0.04	-01.31%	(\$0.01)	\$3.73
8	Mult - Residential					
9	Per Dwelling unit	1.0	0.04	-01.31%	(\$0.01)	\$3.73
10						
11	General Service.....					
12	Commercial					
13	Base Facility Charge (Monthly Min.)					
14	3/4"	1.0	0.04	-01.31%	(\$0.01)	\$3.73
15	1"	2.5	24.10	-01.30%	(14.77)	9.33
16	1-1/2"	5.0	40.20	-01.31%	(20.05)	19.05
17	2"	8.0	77.12	-01.31%	(47.30)	29.84
18	3"	15.0	144.00	-01.31%	(80.05)	63.95
19	4"	25.0	241.00	-01.31%	(147.70)	93.30
20	6"	50.0	482.00	-01.31%	(295.00)	187.00
21						
22	Residential Consumption...					
23	Requested (all consumption)	1.000	\$0.40	03.27%	0.31	\$0.00
24						
25	Recommended allowance per dwelling unit)					
26	1st block (0-6,000 gals.)	1.000				\$0.00
27	2nd block (6,001-12,000 gals.)	1.000				\$1.20
28	3rd block (over 12,000 gals.)	2.000				\$1.00
29						
30	General Service Consumption...					
31	All consumption	1.000	0.40	03.27%	0.31	\$0.00
32						
33						
34						
35	a Mult - Residential allowance equal to 6,000 times number of dwelling units before 1st block rate is imposed					
36						
37	b Mult - Residential allowance equal to 12,000 times number of dwelling units before 3rd block rate is imposed					

JYPRESS LAKES REGIONAL UTILITY, L.C.
TEST YEAR: 12/31/88
Rate Schedule - Sewer

Date: 07/18
 Preparer: J. Sheehan
 File: CYL4.WK4

Explanation: Provide a schedule of proposed rates

Line No.	Class/Meter Size	AWWA Factors & Weights	Requested Rates	% Rate Incr. (Calculated)	\$ Rate Incr. (Calculated)	Recommended Rates
1						
2	Base Facility Charge		\$23.88	-80.80%	(\$14.52)	\$9.36
3	Consumption Charge		\$1.15	73.04%	\$0.84	\$1.99
4						
5	Residential.....					
6	Base Facility Charge (Monthly Min.)					
7	Individually metered units		\$28.87 a	-85.17%	(\$17.51)	\$9.36
8	Multi - Residential					
9	Per living unit		\$28.87 a	-85.17%	(\$17.51)	\$9.36
10						
11	General Service.....					
12	Commercial.....					
13	Base Facility Charge (Monthly Min.)					
14	8" & 3/4"	1.0	\$23.88	-80.80%	(\$14.52)	\$9.36
15	1"	2.5	\$59.70	-80.80%	(\$38.30)	\$21.40
16	1-1/2"	5.0	\$119.40	-80.80%	(\$72.90)	\$46.50
17	2"	8.0	\$191.04	-80.80%	(\$116.16)	\$74.88
18	3"	15.0	\$358.20	-80.80%	(\$217.80)	\$140.40
19	4"	25.0	\$597.00	-80.80%	(\$363.00)	\$234.00
20	6"	50.0	\$1,194.00	-80.80%	(\$726.00)	\$468.00
21						
22	All Consumption.....					
23	Gallons Charge/M GSI.		\$1.15	73.04%	\$0.84	\$1.99 b
24						
25						
26						
27						
28	a Flat Rate, therefore no consumption charge					
29	b No cap on sewer billable flow					

Line No.	MONTHLY CARRYING COST PER ERC	A Ym1.1	B Ym1.2	C Ym1.3	D Ym1.4	E Ym1.5
1	MONTH					
2						
3	THE FOLLOWING CHARGES ARE ONE TIME CHARGES IN CONNECTION WITH NEW INSTALLATIONS					
4	AND ARE PAYABLE AT THE TIME OF APPLICATION FOR SERVICE.					
5						
6						
7						
8						
9						
10						
11	Month 1	\$0.79	\$10.34	\$20.06	\$30.06	\$41.30
12						
13	Month 2	\$1.56	\$11.20	\$21.52	\$31.84	\$42.16
14						
15	Month 3	\$2.37	\$12.06	\$22.36	\$32.70	\$43.02
16						
17	Month 4	\$3.16	\$12.92	\$23.24	\$33.56	\$43.88
18						
19	Month 5	\$3.95	\$13.78	\$24.10	\$34.42	\$44.74
20						
21	Month 6	\$4.74	\$14.64	\$24.96	\$35.28	\$45.60
22						
23	Month 7	\$5.53	\$15.50	\$25.82	\$36.14	\$46.46
24						
25	Month 8	\$6.32	\$16.36	\$26.68	\$37.00	\$47.32
26						
27	Month 9	\$7.11	\$17.22	\$27.54	\$37.86	\$48.18
28						
29	Month 10	\$7.90	\$18.08	\$28.40	\$38.72	\$49.04
30						
31	Month 11	\$8.69	\$18.94	\$29.26	\$39.58	\$49.90
32						
33	Month 12	\$9.48	\$19.80	\$30.12	\$40.44	\$50.76

CYPRESS LAKES REGIONAL UTILITY, L.C.
 TEST YEAR: 12/31/95
 DEFERRED STANDBY FEE-WASTEWATER
 CALCULATION OF THE CARRYING COSTS

PAGE 3 OF 3

Date: 07/18
 Preparer: J. Sheahan
 File: CYL4.WK4

7 of 8

Line
No.

MONTHLY CARRYING COST PER ERC

THE FOLLOWING CHARGES ARE ONE TIME CHARGES IN CONNECTION WITH NEW INSTALLATIONS
 AND ARE PAYABLE AT THE TIME OF APPLICATION FOR SERVICE.

MONTH	A Year 1	B Year 2	C Year 3	D Year 4	E Year 5
Month 1	\$15.04	\$188.94	\$384.46	\$681.85	\$788.25
Month 2	\$30.08	\$213.40	\$410.90	\$688.30	\$805.70
Month 3	\$45.12	\$229.86	\$427.35	\$694.75	\$822.15
Month 4	\$60.16	\$246.32	\$443.80	\$641.20	\$838.60
Month 5	\$75.20	\$262.78	\$460.25	\$657.65	\$855.05
Month 6	\$90.24	\$279.24	\$476.70	\$674.10	\$871.50
Month 7	\$105.28	\$295.70	\$493.15	\$690.55	\$887.95
Month 8	\$120.32	\$312.16	\$509.60	\$707.00	\$904.40
Month 9	\$135.36	\$328.62	\$526.05	\$723.45	\$920.85
Month 10	\$150.40	\$345.08	\$542.50	\$739.90	\$937.30
Month 11	\$165.44	\$361.54	\$558.95	\$756.35	\$953.75
Month 12	\$180.48	\$378.00	\$575.40	\$772.80	\$970.20



September 9, 1996

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Cypress Lakes Associates, Ltd.

To Whom It May Concern:

I represent Cypress Lakes Associates, Ltd. (Cypress Lakes), a Florida limited partnership which provides potable water and sewer service through a privately owned potable water and wastewater utility located entirely within Polk County, Florida. On May 14, 1996, the Board of County Commissioners of Polk County (Board) adopted a Resolution (photocopy attached) which transfers regulatory jurisdiction to the Florida Public Service Commission (PSC). However, in accordance with the Polk County Agenda Request, Cypress Lakes was one of six utilities on which there was "pending regulatory franchise action". The Board held a public hearing to finalize the regulatory action regarding Cypress Lakes on August 6, 1996. Therefore, pursuant to Section 367.171, Florida Statutes, we are hereby submitting the registration of the utility with the PSC.

The information required for registration is as follows:

1. The full name of the utility is Cypress Lakes Associates, Ltd., a Florida limited partnership.
2. Its mailing address is: 10000 North U.S. Highway #98, Lakeland, Florida 33809.
3. A description of the service area is attached.
4. A tariff listing all rates and charges approved by the Board of County Commissioners will be provided to the PSC under separate cover. We will also submit the appropriate fee at that time.

Please don't hesitate to contact me if you have any questions or further information is required.

Sincerely,



Fred Babb
General Manager

EXHIBIT F
Grandfather Certificate Application
Part II - B

RATES AND TARIFFS

An original and two copies of the proposed water and wastewater tariffs have been submitted with the application.

EXHIBIT G
Grandfather Certificate Application
Part IV - A

TERRITORY DESCRIPTION

Attached are Legal Descriptions for Parcels No. 1 and 2.

Service Area
Legal Description of
Cypress Lakes Associates, Ltd.

Parcel No. 1

That part of Sections 27, 28, 33 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows: Begin at the Southeast corner of said Section 34, thence North $00^{\circ}48'40''$ West along the East line of said Section 34 a distance of 2270.71 feet to the West right-of-way line of State Road #700 and #35 (U.S. #98) as is located this date (6-21-85); thence North $47^{\circ}20'00''$ West along said West right-of-way line 1294.34 feet to the Point of Curvature of a curve concave to the Northeasterly having a radius of 5809.58 feet and a central angle of $22^{\circ}20'00''$; thence Northwesterly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North $25^{\circ}00'00''$ West still along said Westerly right-of-way line 610.00 feet; thence South $65^{\circ}00'00''$ West 600.00 feet; thence South $25^{\circ}00'00''$ East 410 feet; thence South $65^{\circ}00'00''$ West 525.00 feet; thence North $37^{\circ}30'00''$ West 710.00 feet; thence North $84^{\circ}30'00''$ West 790.00 feet; thence North $45^{\circ}00'00''$ West 816.46 feet to the centerline of Rock Ridge Road; thence South $26^{\circ}18'39''$ West along said centerline 49.37 feet; thence South $52^{\circ}01'40''$ West still along said centerline 957.92 feet; thence South $37^{\circ}51'58''$ West still along said centerline 754.96 feet; thence South $34^{\circ}36'25''$ West still along said centerline 969.18 feet to the intersection with the North line of the South 30.00 feet of the Northwest 1/4 of the Northeast 1/4 of aforesaid Section 33; thence South $89^{\circ}32'15''$ East along said North line 253.93 feet to a point on the West line of the East 60.00 feet of the West 1/2 of the Northeast 1/4 of said Section 33; thence South $00^{\circ}34'50''$ East along the said West line of the East 60.00 feet a distance of 1358.98 feet to the South line of the West 1/2 of said Northeast 1/4; thence South $89^{\circ}29'41''$ East along said South line 60.01 feet to the Southeast corner of the West 1/2 of said Northeast 1/4; thence South $00^{\circ}34'07''$ East along the West line of the East 1/2 of the Southeast 1/4 of said Section 33 a distance of 2564.11 feet to the Southwest corner of the East 1/2 of said Southeast 1/4; thence North $89^{\circ}39'13''$ East along the South line of said East 1/2 a distance of 1326.44 feet to the Southeast corner of said Section 33; thence North $89^{\circ}22'37''$ East along the South line of said Section 36 a distance of 5323.57 feet to the Point of Beginning; LESS AND EXCEPT 30.00 feet for right-of-way for Rock Ridge Road. Said tract containing 710.23 acres more or less.

Service Area
Legal Description of
Cypress Lakes Associates, Ltd.

Parcel No. 2

That part of Sections 27 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Section 34; thence North 00°48'40" West along the East line of said Section 34 a distance of 2270.71 feet to the West right-of-way line of State Road #700 and #35 (U.S. #98) as is located on the date of 6/21/85; thence North 47°20'00" West along said West right-of-way line 1294.34 feet to the Point of Curvature of a curve concave to the Northeasterly having a radius of 5809.58 feet and central angle of 22°20'00"; thence Northwesterly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25°00'00" West still along said Westerly right-of-way line 610.00 feet to the Point of Beginning; thence South 65°00'00" West 600 feet; thence South 25°00'00" East 410.00 feet; thence South 65°00'00" West 525.00 feet; thence North 37°30'00" West 710.00 feet; thence North 84°30'00" West 790.00 feet; thence North 45°00'00" West 816.46 feet to the centerline of Rock Ridge Road; thence North 26°18'39" East along said centerline 1212.81 feet; thence North 62°32'09" East still along said centerline 1293.14 feet to said Westerly right-of-way line of State Road #700 and #35 (U.S. #98); thence South 25°00'00" East along said Westerly right-of-way line 2265.06 feet to the said Point of Beginning. Said parcel containing 95.75 acres, more or less;

LESS AND EXCEPT maintained right-of-way for Rock Ridge Road and that part of Section 27, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows: Commence at the Southeast corner of Section 34, Township 26 South, Range 23 East and run North 00°48'40" West along the East line of said Section 34 a distance of 2270.71 feet to the West right-of-way line of State Road #700 and #35 (U.S. #98) as is located on the date of 6/21/85; thence North 47°20'00" West along said West right-of-way line, 1294.34 feet to the Point of Curvature of a curve concave to the Northeast having a radius of 5809.58 feet and central angle of 22°20'00"; thence Northwesterly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25°00'00" West still along said Westerly right-of-way line 2525.06 feet to the Point of Beginning; thence continue North 25°00'00" West along said Westerly right-of-way 350.00 feet to the centerline of Rock Ridge Road; thence South 62°32'09" West along said centerline 330.00 feet; thence South 25°00'00" East 350.00 feet; thence North 62°32'09" East 330.00 feet to the said Point of Beginning. Said parcel containing 2.50 acres.

EXHIBIT H

Grandfather Certificate Application

Part IV - B

TERRITORY MAP

Territory map is not available at this time. It will be submitted under separate cover.

EXHIBIT I

Grandfather Certificate Application

Part IV - C

SYSTEM MAPS

Submitted with original application.

FILING FEE SUBMITTED WITH APPLICATION

Check #2164, dated 10-15-96 for \$2,000.00
Submitted with original application,
(\$1,000.00 - water and \$1,000.00 - wastewater)

961334-WS -

CYPRESS LAKES ASSOCIATES, LTD.

Proposed Wastewater Tariff Submitted with the
Grandfather Certificate Application
Filed on November 6, 1996

ORIGINAL
FILED

WASTEWATER TARIFF

CYPRESS LAKES ASSOCIATES, LTD.
NAME OF COMPANY

FILED WITH
Florida Public Service Commission

WASTEWATER TARIFF

CYPRESS LAKES ASSOCIATES, LTD.
NAME OF COMPANY

10000 North U.S. Highway #98

Lakeland, Florida 33809
(ADDRESS OF COMPANY)

(813) 859-1431
(Business & Emergency Telephone Numbers)

FILED WITH
Florida Public Service Commission

Fred Habb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

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Standard Forms.....	27.0
Technical Terms and Abbreviations.....	5.0 - 5.1
Territory Served.....	3.0 - 3.2

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

TERRITORY SERVED

COUNTY - Polk County, Florida

RESOLUTION(s) APPROVING TERRITORY SERVED -

Resolution Number

Date Issued

APPLIED FOR

(Continued to Sheet No. 3.1)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Legal Description

CYPRESS LAKES ASSOCIATES, LTD.Parcel No. 1

That part of Sections 27, 28, 33 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows: Begin at the Southeast corner of said Section 34, thence North 00°48'40" West along the East line of said Section 34 a distance of 2270.71 feet to the West right-of-way line of State Road 9700 and 935 (U.S. 998) as is located this date (6-21-85); thence North 47°20'00" West along said West right-of-way line 1294.34 feet to the Point of Curvature of a curve concave to the Northeast having a radius of 3809.38 feet and a central angle of 22°20'00"; thence Northwesterly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25°00'00" West still along said Westerly right-of-way line 610.00 feet; thence South 65°00'00" West 600.00 feet; thence South 25°00'00" East 41.0 feet; thence South 65°00'00" West 325.00 feet; thence North 37°30'00" West 710.00 feet; thence North 04°30'00" West 790.00 feet; thence North 45°00'00" West 816.46 feet to the centerline of Rock Ridge Road; thence South 26°18'39" West along said centerline 49.37 feet; thence South 52°01'40" West still along said centerline 957.93 feet; thence South 37°51'38" West still along said centerline 754.96 feet; thence South 34°36'25" West still along said centerline 969.18 feet to the intersection with the North line of the South 30.00 feet of the Northwest 1/4 of the Northeast 1/4 of aforesaid Section 33; thence South 09°32'15" East along said North line 253.93 feet to a point on the West line of the East 63.30 feet of the West 1/2 of the Northeast 1/4 of said Section 33; thence South 00°34'50" East along the said West line of the East 63.30 feet a distance of 1358.98 feet to the South line of the West 1/2 of said Northeast 1/4; thence South 09°29'41" East along said South line 60.01 feet to the Southeast corner of the West 1/2 of said Northeast 1/4; thence South 00°34'07" East along the West line of the East 1/2 of the Southeast 1/4 of said Section 33 a distance of 2564.11 feet to the Southwest corner of the East 1/2 of said Southeast 1/4; thence North 09°39'13" East along the South line of said East 1/2 a distance of 1326.44 feet to the Southeast corner of said Section 33; thence North 09°22'37" East along the South line of said Section 34 a distance of 9223.57 feet to the Point of Beginning; LESS AND EXCEPT 30.00 feet for right-of-way for Rock Ridge Road. Said tract containing 710.23 acres more or less.

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

Legal Description

CYPRESS LAKES ASSOCIATES, LTD.Parcel No. 2

That part of Sections 27 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Section 34; thence North 00°48'40" West along the East line of said Section 34 a distance of 2270.71 feet to the West right-of-way line of State Road 8700 and 835 (U.S. 898) as is located on the date of 6/21/85; thence North 47°20'00" West along said West right-of-way line 1294.34 feet to the Point of Curvature of a curve concave to the Northeast having a radius of 5809.58 feet and central angle of 22°20'00"; thence Northwest along said West right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25°00'00" West still along said West right-of-way line 610.00 feet to the Point of Beginning; thence South 65°00'00" West 600 feet; thence South 25°00'33" East 410.00 feet; thence South 65°00'00" West 525.00 feet; thence North 37°30'00" West 710.00 feet; thence North 84°30'00" West 790.00 feet; thence North 45°00'00" West 816.46 feet to the centerline of Rock Ridge Road; thence North 26°10'39" East along said centerline 1212.81 feet; thence North 62°32'09" East still along said centerline 1293.14 feet to said West right-of-way line of State Road 8700 and 835 (U.S. 898); thence South 25°00'00" East along said West right-of-way line 2265.06 feet to the said Point of Beginning. Said parcel containing 95.75 acres, more or less;

LESS AND EXCEPT maintained right-of-way for Rock Ridge Road and that part of Section 27, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows: Commence at the Southeast corner of Section 34, Township 26 South, Range 23 East and run North 00°48'40" West along the East line of said Section 34 a distance of 2270.71 feet to the West right-of-way line of State Road 8700 and 835 (U.S. 898) as is located on the date of 6/21/85; thence North 47°20'00" West along said West right-of-way line, 1294.34 feet to the Point of Curvature of a curve concave to the Northeast having a radius of 5809.58 feet and central angle of 22°20'00"; thence Northwest along said West right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25°00'00" West still along said West right-of-way line 2225.06 feet to the Point of Beginning; thence continue North 25°00'00" West along said West right-of-way line 350.00 feet to the centerline of Rock Ridge Road; thence South 62°32'09" West along said centerline 330.00 feet; thence South 25°00'00" East 350.00 feet; thence North 62°32'09" East 330.00 feet to the said Point of Beginning. Said parcel containing 2.50 acres.

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedules(s)</u> <u>Available</u>	<u>Sheet No.</u>
Polk County	Cypress Lakes	GS, RS, MS	17.0 through 19.0

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviations for "Base Facility Charge" which is the minimum charge to the Utility's customers and is separate from the amount billed for wastewater consumption of the utility's bills to its customers.
- 2.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 3.0 "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 Utility and who's service location is within a specific area or locality that is uniquely separate from another.
- 4.0 "COMPANY" - CYPRESS LAKES ASSOCIATES, LTD.
- 5.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with wastewater service by the Utility.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Utility and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease of other agreement.
- 8.0 "FRANCHISE" - A document issued by the Commission authorizing the Utility to provide service in a specific territory.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying wastewater service through individual services or through other mains.
- 10.0 "POINT OF COLLECTION" - For wastewater systems, "Point of Collection" shall mean the point at which the Utility's piping, fittings and valves connect with the customer's piping, fittings and valves.

(Continued to Sheet No. 5.1)

Fred Rabb
ISSUING OFFICER
General Manager
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NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 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 Utility to furnish wastewater service to the customer.
- 13.0 **"SERVICE LINES"** - The pipe between the Utility's mains and the point of collection which includes all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 **"TERRITORY"** - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality.
- 15.0 **"UTILITY"** - CYPRESS LAKES ASSOCIATES, LTD.

Fred Babb
ISSUING OFFICER
General Manager
TITLE

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WASTEWATER TARIFF

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Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 **POLICY DISPUTE** - Any dispute between the Utility 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 Utility's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Commission Ordinance, or Resolution shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Utility and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Utility 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 Utility shall provide wastewater service to all customers requiring such service within the territory described in its franchise upon such terms as are set forth in this Tariff.

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

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

- 4.0 **APPLICATIONS BY AGENTS** - Applications for wastewater service requested by firms, partnerships, associations, corporations, and other shall be rendered only by duly authorized parties. When wastewater service is rendered under agreement or agreements entered into between the Utility 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 Utility and under which such wastewater service is rendered.

(Continued to Sheet No. 8.0)

Fred Babb
ISSUING OFFICER
General Manager
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NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

- 6.0 EXTENSIONS - Extensions will be made to the Utility's facilities in compliance with Commission Resolutions and Ordinances and the Utility's Tariff.

- 7.0 LIMITATION OF USE - Wastewater service purchased from the Utility 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 Utility's main wastewater lines.

Wastewater service furnished to a customer owning and occupying an individual living unit connected to the Utility's wastewater collection system shall be rendered to the customer for the customer's own use and shall be collected directly into the Utility's main wastewater lines and may not be resold by the customer for the purpose of allocating or otherwise disposing of wastewater service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual association or corporation resell wastewater service provided by the Utility. A bulk wastewater customer which is furnished wastewater service at a Utility's designated point of collection which includes a Utility-owned pumping station, has the right to allocate the cost of the wastewater service to lessees, tenants, or others.

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

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Fred Babb
ISSUING OFFICER
General Manager
TITLE

**NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WASTEWATER TARIFF**

(Continued from Sheet No. 8.0)

- 8.0 CONTINUITY OF SERVICE** - The Utility 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 Utility 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 Utility 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** - 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 Utility and shall comply with all Laws and Governmental Regulations applicable to same. The Utility 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 Utility 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 Utility, shall be made without written consent of the Utility. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION** - All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Utility 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 Utility.

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

(Continued to Sheet No. 10.0)

Fred Babb
ISSUING OFFICER
General Manager
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NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

In the event of any loss or damage to property of the Utility 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 Utility shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Utility's property or for performance under or termination of the Utility'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 Utility, and without cost to the Utility, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 BILLING PERIODS** - Bills for wastewater service will be rendered monthly as stated in the rate schedule 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 agree upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 16.0 DELINQUENT BILLS** - Bills are due when rendered. However, the Utility shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Utility has mailed or presented the bill to the customer for payment. An individual customer's water service may then be discontinued only after the Utility has mailed or presented within five (5) working days a written notice to the customer in accordance with the applicable provisions of this Tariff. Water service shall be restored only after the Utility has received payment for all past-due bills and reconnect charges from the customer.

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

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

(Continued to Sheet No. 11.0)

Fred Babb
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General Manager
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NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.**WASTEWATER TARIFF**

(Continued from Sheet No. 10.0)

If a master-metered water customer is delinquent in paying any bill the Utility has the right to notice both the customer and any tenants, lessees, or others which may be affected by the discontinuance of water service. If the satisfaction of the delinquent bill cannot be accomplished between the Utility and the customer, the Utility has the right to pursue in conjunction with the affected tenants, lessees, or others all legal recourse necessary to assure payment for all future water service which may be required by the tenants, lessees, or others including but not limited to accepting individual payments from the lessees, tenants, etc.

- 17.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - When both water and wastewater service are provided by the Utility, payment of any wastewater service bill rendered by the Utility to a customer shall not be accepted by the Utility without the simultaneous or concurrent payment of any water service bill rendered by the Utility. The Utility 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 Utility 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 Utility with wastewater service, written notice thereof shall be given at the office of the Utility 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 wastewater service rendered on such premises until such written notice is so received by the Utility and the Utility has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied wastewater service by the Utility; the customer's deposit may not be transferred from one name to another.

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

(Continued to Sheet No. 12.0)

Fred Babb
ISSUING OFFICER
General Manager
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(Continued from Sheet No. 11.0)

- 20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - connections to the Utility's wastewater system for any purpose whatsoever are to be made only by employees of the Utility. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Utility for all wastewater service estimated by the Utility to have been used by reason of such unauthorized connection.
- 21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the Utility may issue a refund or credit the customer on the next monthly cycle if the customer has been overcharge. However, the Utility may not backbill customers for any period greater than 12 months for any undercharge in billing which is the result of the Utility's mistake. The Utility shall allow the customer to pay for the unbilled service over the same time period as the time period during which the underbilling occurred or some other mutually agreeable time period. The Utility shall not recover in a ratemaking proceeding, any lost revenues which inure to the Utility's detriment on account of this provision.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation of continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.
- 23.0 REFUSAL OR DISCONTINUANCE OF SERVICE -
- A. Until adequate facilities can be provided, the Utility may refuse to serve an applicant if, in the best judgment of the Utility, it does not have adequate facilities, or supply to render the service applied for, or if the service is of character that is likely to affect unfavorable service to other customers.
 - B. As applicable, the Utility may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given written notice and allowed a reasonable time to comply with any rule or remedy any deficiency:
 - 1. For noncompliance with or violation of any state or municipal law or regulation governing such Utility service.
 - 2. For failure or refusal of the customer to correct any deficiencies or defects in his piping or equipment which are reported to him by the Utility.

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ISSUING OFFICER
General Manager
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NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

3. For the use of utility service for any other property or purpose than that described in the application.
4. For failure or refusal to provide adequate space for the meter or service equipment of the Utility.
5. For failure or refusal to provide the Utility with a deposit to insure payment of bills in accordance with the Utility's regulation.
6. For neglect or refusal to provide reasonable access to the Utility for the purpose of reading meters or inspection and maintenance of equipment owned by the Utility.
7. For nonpayment of bills or noncompliance with the Utility's Rules and Regulations in connection with the same or a different type or a different class of Utility service furnished to the same customer at the same premises by the Utility only after there has been a diligent attempt to have the customer comply, including at least 5 working days' written notice to the customers. Such notice shall be separate and apart from any bill for service. For purposes of this subsection, "working day" means any day on which the Utility's office is open and the U.S. Mail is delivered.
8. Without notice in the event of a condition known to the Utility to be hazardous.
9. Without notice in the event of tampering with regulators, valves, piping, meter or other facilities furnished and owned by the Utility.
10. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of such service, the Utility, before restoring service, may require the customer to make at his own expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonable estimated as the deficiency in revenue resulting from such fraudulent use. service shall not be discontinued if, prior to the arrival of the Utility to discontinue service, the customer has:
 - a. paid for all fraudulent use of service;
 - b. demonstrated the fraudulent use has ceased;
 - c. paid all other applicable fees and charges; and
 - d. the service condition allowing fraudulent use of service has been corrected.

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(Continued from Sheet No. 13.0)

- C. Service shall be restored when cause for discontinuance has been satisfactorily adjusted.
 - D. In case of refusal to establish service, or whenever service is discontinued, the Utility shall notify the applicant or customer in writing of the reason for such refusal or discontinuance.
 - E. The following shall not constitute sufficient case for refusal or discontinuance of service to an applicant or customer.
 - 1. Delinquency in payment for service by a previous occupant of the premises unless the current applicant or customer owned the premises at the time the delinquency occurred.
 - 2. Failure to pay for appliances or equipment purchased from the Utility.
 - 3. Failure to pay for a different class of service, except where two or more classes of service are rendered to the same customer at the same premises.
 - 4. Failure to pay the bill of another customer as guarantor thereof.
 - 5. Failure to pay a dishonored check service charge imposed by the Utility.
 - F. No Utility shall discontinue service to any customer, between 12:00 noon on Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a public holiday and 8:00 a.m. the next working day; provided, however, that this prohibition shall not apply when:
 - 1. Discontinuance is requested by or agreed to by the customer; or
 - 2. A hazardous condition exists; or
 - 3. Meters or other Utility-owned facilities have been tampered with; or
 - 4. Service is being obtained fraudulently or is being used for unlawful purposes.
- 24.0 CUSTOMER DEPOSITS -**
- A. Deposit required; establishment of credit. The Utility may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Utility's Rules for prompt payment of bills. Credit will be deemed so established if:

(Continued to Sheet No. 15.0)

Fred Babb
ISSUING OFFICER
General Manager
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NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

1. The applicant for service furnished a satisfactory guarantor to secure payment of bills for the service requested. A satisfactory guarantor shall, at the minimum, be a customer of the Utility with a satisfactory payment record. A guarantor's liability shall be terminated when a residential customer whose payment of bills is secured by the guarantor meets the requirements of subsection (5) of this rule. Guarantors providing security for payment of residential customers' bills shall only be liable for bills contracted at the service address contained in the contract of guaranty.
2. The applicant pays a cash deposit.
3. The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.
- B. Receipt for deposit. A non-transferrable certificate of deposit shall be issued to each customer and means provided so that the customer may claim the deposit if the certificate is lost.
- C. Record of deposits. Each Utility having on hand deposits from customers shall keep records to show:
 1. the name of each customer making the deposit;
 2. the premises occupied by the customer when the deposit was made;
 3. The date and amount of deposit; and
 4. A record of each transaction concerning such deposit.
- D. Interest on deposit. Each Utility which requires deposits to be made by its customers shall pay a minimum interest on such deposits of six (6) percent per annum. The deposit interest shall be simple interest in all cases and settlement shall be made annually, either in cash or by credit on the current bill. No customer depositor shall be entitled to receive interest on his deposit until and unless a customer relationship and the deposit have been in existence for a continuous period of six months, then he shall be entitled to receive interest from the day of the commencement of the customer relationship and the placement of deposit.
- E. Refund of deposits. After a customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Utility may refund the residential customer's deposits providing the customer has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 20 days from the date of

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General Manager
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NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 15.0)

mailing or delivery by the Utility), (b) paid with check refused by a bank, (c) been disconnected for nonpayment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. Nothing in this rule shall prohibit the Utility from refunding at any time a deposit with any accrued interest.

F. **Refund of deposit when service is discontinued.** Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the customer.

G. **New or additional deposits.** A Utility may require, upon reasonable written notice of not less than 30 days, such request or notice being separate and apart from any bill for service, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of required deposit should not exceed an amount equal to the average actual charge for water and/or wastewater service for two 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, then the Utility shall base its new or additional deposit upon the average monthly billing available.

25.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Utility 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 after its execution.

(Continued to Sheet No. 17.0)

Fred Babb
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WASTEWATER TARIFF

(Continued from Sheet No. 16.0)

HELD FOR FUTURE USE

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Fred Babb
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TITLE

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WASTEWATER TARIFF

(Continued from Sheet No. 17.0)

HELD FOR FUTURE USE

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Fred Babb
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WASTEWATER TARIFF

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Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.**WASTEWATER TARIFF****GENERAL SERVICE****RATE SCHEDULE GS**

- AVAILABILITY** - Available throughout the area served by the Utility.
- 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** - **BASE FACILITY CHARGE:**
- | Meter Size | |
|-------------|-----------|
| 5/8" x 3/4" | \$ 9.36 |
| 1" | \$ 23.40 |
| 1 1/2" | \$ 46.80 |
| 2" | \$ 74.88 |
| 3" | \$ 140.40 |
| 4" | \$ 234.00 |
| 6" | \$ 468.00 |
- GALLONAGE CHARGE:**
- | | |
|----------------------------|---------|
| Per 1,000 Gallons (No Cap) | \$ 1.99 |
|----------------------------|---------|
- MINIMUM CHARGE** - Applicable Base Facility Charge per month.
- 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** - Applied For
- TYPE OF FILING** - Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.**WASTEWATER TARIFF****RESIDENTIAL SERVICE****RATE SCHEDULE RS**

<u>AVAILABILITY</u>	-	Available throughout the area served by the Utility.
<u>APPLICABILITY</u>	-	For wastewater service for all purposes in private residences and individually metered mobile homes, apartment units, and condominium units.
<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
<u>RATE</u>	-	BASE FACILITY CHARGE: <u>Meter Size</u> All Meter Sizes - Per Living Unit Whether Occupied or Not \$ 9.36 GALLONAGE CHARGE: Per 1,000 Gallons (No Cap) \$ 1.99
<u>MINIMUM CHARGE</u>	-	Applicable Base Facility Charge per month.
<u>TERMS OF PAYMENT</u>	-	Bills are due and payable when rendered and become delinquent if not paid within twenty (2) 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>	-	Applied For
<u>TYPE OF FILING</u>	-	Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICERATE SCHEDULE MS

<u>AVAILABILITY</u>	-	Available throughout the area served by the Utility.
<u>APPLICABILITY</u>	-	For wastewater service 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.
<u>BILLING PERIOD</u>	-	Monthly
<u>RATE</u>	-	<p>BASE FACILITY CHARGE: <u>Meter Size</u> All meter sizes-Per Month Per Living Unit Whether Occupied or Not, connected to the collection system of a bulk wastewater customer. \$ 9.36</p> <p>GALLONAGE CHARGE: Per 1,000 Gallons (No Cap) \$ 1.99</p>
<u>MINIMUM CHARGE</u>	-	Applicable Base Facility Charge per month.
<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.
<u>EFFECTIVE DATE</u>	-	Applied For
<u>TYPE OF FILING</u>	-	Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Utility may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Utility's rules for prompt payment. Credit will be deemed so established, in accordance with the applicable provisions of this Tariff if:

1. The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
2. The applicant pays a cash deposit.
3. 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 for wastewater service shall be the following according to meter size.

	<u>Residential</u>	<u>General Service</u>
5/8" X 3/4"	\$ _____	\$ _____
1"	\$ N/A	\$ _____
1 1/2"	\$ N/A	\$ _____
2"	\$ N/A	\$ _____
Over 2"	\$ N/A	Average of Two Monthly Billing Periods

ADDITIONAL DEPOSIT - In accordance with this Tariff, the Utility may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The Utility shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Utility shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 24.1)

Fred Babi
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 24.0)

INTEREST ON DEPOSIT - The Utility shall pay interest on customer deposits pursuant to its Tariff. The rate of interest is 6% 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 Utility will pay or credit accrued interest to the customers account during the month of December 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 Utility may refund the customer's deposit provided the customer has not, in the proceeding 12 months:

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

Notwithstanding the above, the Utility 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 6% per annum upon the retainment of such deposit.

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

EFFECTIVE DATE - Applied For

TYPE OF FILING - Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause, 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	\$ 25.00
Premises Visit Fee	
(in lieu of disconnection)	\$ 15.00
Insufficient Funds Check	\$ 10.00

EFFECTIVE DATE - Applied For

TYPE OF FILING - Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Customer Connection (Tap-in) Charge</u>	
All sizes.....	Actual Cost (1)
<u>Deferred Standby Fee</u>	Per Schedule
<u>Guaranteed Revenue Charge</u>	Applicable BFC
<u>Inspection Fee</u>	Actual Cost (1)
<u>Plan Review Charge</u>	Actual Cost (1)

EFFECTIVE DATE - Applied For

TYPE OF FILING - Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

DEFERRED STANDBY FEE

MONTHLY CARRYING COST PER ERC: The following charges are one time charges in connection with new installations and are payable at the time of application for service.

<u>MONTH</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
January	\$ 0.00	\$ 75.20	\$262.78	\$460.25	\$657.65	\$855.05
February	\$ 0.00	\$ 90.24	\$279.24	\$476.70	\$674.10	\$871.50
March	\$ 0.00	\$105.28	\$295.70	\$493.15	\$690.55	\$887.95
April	\$ 0.00	\$120.32	\$312.16	\$509.60	\$707.00	\$904.40
May	\$ 0.00	\$135.36	\$328.62	\$526.05	\$723.45	\$920.85
June	\$ 0.00	\$150.40	\$345.08	\$542.50	\$739.90	\$937.30
July	\$ 0.00	\$165.44	\$361.54	\$558.95	\$756.35	\$953.75
August	\$ 0.00	\$180.48	\$378.00	\$575.40	\$772.80	\$970.20
September	\$ 15.04	\$196.94	\$394.45	\$591.85	\$789.25	\$970.20
October	\$ 30.08	\$213.40	\$410.90	\$608.30	\$805.70	\$970.20
November	\$ 45.12	\$229.86	\$427.35	\$624.75	\$822.15	\$970.20
December	\$ 60.16	\$246.32	\$443.80	\$641.20	\$838.60	\$970.20

EFFECTIVE DATE - Applied For

TYPE OF FILING - Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT.....	28.0
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Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY **CYPRESS LAKES ASSOCIATES, LTD.**
WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

**CUSTOMER'S APPLICATION FOR SERVICE
 AND DEPOSIT RECEIPT**

I, the undersigned Customer, hereby request **CYPRESS LAKES ASSOCIATES, LTD.**, hereinafter called the Company, to supply water service and/or sewer service at the premises listed below until receipt of formal notice from the Customer requesting discontinuance of such water service and/or sewer service.

The Customer agrees to pay for both water service and/or sewer service promptly each period at the rate or rates established from time to time by the Company and abide by present and future rules and regulations for water service and/or sewer service established by the Company and subject to approval of the CMA County Commission.

To guarantee the payment of any and all liabilities for water service and/or sewer service which may be, or may become, due to Company by said Customer, Customer hereby provides the deposit shown below. Customer agrees that any or all of said deposits may be applied to discharge any indebtedness of the Customer to the Company whatsoever, and that the Company may use such deposits as if the Company were the absolute owner thereof. The Company will credit interest to the Customer's account annually. Upon discontinuance of service covered by this deposit, the Company agrees to credit Customer's account the amount of the deposit less any amount then due the Company.

This deposit shall not prevent the Company from discontinuing the service covered by this deposit for nonpayment of all or any portion of the amount due to Company, regardless of the sufficiency of the deposit to cover such indebtedness for service.

THIS RECEIPT IS NOT NEGETIABLE AND IS CANCELLABLE ONLY
 BY THE SIGNATURE OF THE HAND WRITING THEREON.

TYPE OF SERVICE: _____ Residential _____ General Service	DATE SERVICE REQUESTED _____	DEPOSIT: Date _____ Water \$ _____ Sewer \$ _____ TOTAL DEPOSIT RECEIVED \$ _____
---	--	--

NAME _____ ACCOUNT # _____

SERVICE ADDRESS _____

MAILING ADDRESS _____

SUBDIVISION NAME _____ UNIT # _____ LOT # _____

 Authorized Representative of CYPRESS LAKES

 Customer's Signature

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

CUSTOMER'S APPLICATION FOR SERVICE AND DEPOSIT RECEIPT

1. the undersigned Customer, hereby requests DISCONTINUE SERVICE, hereinafter called the Company, to supply voice service and/or carrier service at the premises listed below until receipt of formal notice from the Customer requesting discontinuance of such voice service and/or carrier service.

The Customer agrees to pay for both meter service and/or cover service promptly each period at the rate or rates established from time to time by the Company and abide by present and future rules and regulations for meter service and/or cover service established by the Company and subject to approval of the FID. Energy Commission.

To guarantee the payment of any and all liabilities for water service and/or sewer service which may be, or are herein, due to Company by said Customer, Customer hereby provides the deposit shown below. Customer agrees that any or all of said deposit may be applied to discharge any indebtedness of the Customer to the Company whatsoever, and that the Company may use such deposit so if the Company were the discharge agent thereof. The Company will credit interest to the Customer's account annually. Upon discontinuation of service covered by this deposit, the Company agrees to credit Customer's account the amount of the deposit less any amount then due the Company.

This deposit shall not preclude the Company from discontinuing the service covered by this deposit for any reason at all or any portion of the amount due to Company, regardless of the sufficiency of the deposit to cover such indebtedness for service.

THIS SERVICE IS NOT AVAILABLE AND IS CHARGEABLE ONLY
IF THE CUSTOMER WANTS HAVE SPECIAL ORDER.

TYPE OF SERVICE:	DATE	DEPOSIT:	Sole	_____
_____ Residential	SERVICE		Water	\$ _____
	REQUESTED		Sewer	\$ _____
_____ General Service	_____	TOTAL DEPOSIT RECEIVED	\$	_____

NAME _____ ACCOUNT # _____

SERVICE ADDRESS_____

MAILING ADDRESS _____

SUBDIVISION NAME _____ **UNIT #** _____ **LOT #** _____

Authorized Representative of stress labs

Customer's Signature

Fred Rabb
ISSUING OFFICER
General Manager
TITLE

ORIGINAL SHEET NO. 30.0

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

HELD FOR FUTURE USE

Fred Babb
ISSUING OFFICER
General Manager
TITLE

ORIGINAL SHEET NO. 32.0

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

HELD FOR FUTURE USE

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WASTEWATER TARIFF**INDEX OF SERVICE AVAILABILITY POLICY**

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2.0	APPLICATION AND DEPOSIT	35.0
3.0	NON-QUALIFIED APPLICATION	36.0
4.0	UTILITY RESPONSE	36.0-37.0
5.0	DEVELOPER/APPLICANT RESPONSE	37.0
6.0	PLANT EXPANSION FEE	37.0
7.0	MAIN EXTENSION	38.0
8.0	REFUNDABLE ADVANCES FOR EXTENSIONS	38.0
9.0	INSPECTION FEES	38.0
10.0	GUARANTEED REVENUES	38.0
11.0	SPECIAL CONTRACTS	38.0
12.0	ON-SITE FACILITIES	39.0
13.0	ENLARGEMENT OF FACILITIES	39.0
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15.0	OFF-SITE FACILITIES	39.0
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Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

<u>PARAGRAPH NO.</u>	<u>DESCRIPTION</u>	<u>SHEET NO.</u>
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Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.**WASTEWATER TARIFF****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. Nothing in the Utility's Service Availability Policy shall preclude the Utility from constructing, purchasing, leasing, or acquiring in any manner the wastewater facilities the Utility believes are necessary to furnish wastewater service to the customers within the Utility's current or proposed franchised territory.

2.0 APPLICATION AND DEPOSIT

Application for all types of wastewater extension and/or treatment plant expansion shall be made in writing to 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 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 individuals making the application for service.
- G. The estimated date service will be needed.
- H. Financial statement from corporation.
- I. 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.

(Continued on Sheet No. 36.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 35.0)

3.0 NON-QUALIFIED APPLICATION

The Utility will not be obligated to respond to applications as follows:

- A. General verbal types of inquiries.
- B. Applications initiated by corporations, firms, or persons not having a title interest in the property involved in the application.

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 ninety (90) additional days from time of required response, furnish Developer/Applicant at cost of the Developer/Applicant the information from a proposed Developer's Agreement or Service Contract which will contain the information the Utility feels is relevant from the following list:
 1. 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 revenue to be immediately realized from the construction.
 4. Estimate of the cost to be born by Developer/Applicant:
 - a. Wastewater plant capacity fee, as shown in the Tariff sheets.
 - b. Wastewater plant expansion fee 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.

(Continued on Sheet No. 37.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 36.0)

- 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. Guarantee revenue and special fees, as shown in Paragraphs 10.0 and 11.0 of this Policy.
- h. The amount, if applicable, for service outside of franchised area, Paragraph 22.0 of this Policy.
- i. Cost of facilities including engineering and legal.
- j. Utility's estimated cost of drafting proposed developer's agreement, including consulting, engineering, and legal fees to be recovered from the developer/applicant.

The written response of the Utility will clearly indicate the following statement: "Utility shall be obligated to furnish wastewater service to an Applicant only as a result of and under the terms of a properly executed Developer's Agreement or contract."

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 EXPANSION FEE

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.

(Continued on Sheet No. 38.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.**WASTEWATER TARIFF**

(Continued from Sheet No. 37.0)

7.0 MAIN EXTENSION

Developer may be required to pay all costs of main extensions and upgrading of Utility's collection systems which are 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 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.

9.0 INSPECTION FEE

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 shall 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 GUARANTEED REVENUES

Not less than ten days before the day upon which a Developer's on-site wastewater system is accepted by the Utility or 12 months from date of Developer's Agreement and each month thereafter until all plant capacity reserved for the Developer is serving a Customer, Developer or owner of lots shall pay to the Utility the sum of money which is equal to 100% of the minimum rate of wastewater service for each equivalent residential connection to be served which is not active, and for which no connection fee has been prepaid to the Utility. As customers, as defined by Rules and Regulations of the Tariff, are added to the system, the said monthly minimum charges to be paid by the Developer will be reduced by each Customer so added. Should the Developer refuse or fail to pay the money required by this paragraph, the agreement for reservation by the Utility for the Developer shall be void and no capacity shall be reserved for such Developer.

(Continued on Sheet No. 39.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 38.0)

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

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 furnished 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.

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 Utility 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 may be provided through Utility investment or by the Developer through refundable advance or contributions-in-aid-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

(Continued on Sheet No. 40.0)

**Fred Babb
ISSUING OFFICER
General Manager
TITLE**

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 39.0)

(including material, labor, engineering, administrative, and other related costs) shall be furnished 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.

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 Developer's hydraulic share of the facilities.

19.0 UTILITY OWNERSHIP

Any facilities subject to these rules shall be owned and maintained by the Utility.

20.0 PUBLIC WAYS AND PRIVATE EASEMENTS

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.

(Continued on Sheet No. 41.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 40.0)

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 franchised 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 of its franchised area. However, the Utility at its option may consider providing service outside of its franchised territory, if 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.

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.

(Continued on Sheet 42.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAYIS ASSOCIATES, LTD.

WASTEWATER TARIFF

(Continued from Sheet No. 41.0)

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 collection 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 (per gallon, per connection, etc.) 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 collection 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 collection 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 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.

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKE ASSOCIATES, LTD.

WASTEWATER TARIFF

G. TYPES OF PROPERTIES:

1. **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 one hundred ninety (190) gallons of sewage per day. Equivalent residential connections for the usages set forth herein shall be as shown in the Table of Daily Flows, Tariff Sheet No. 38.
- 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. **ON-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.

26.0 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 ordinance or resolution issued by the Florida Public Service Commission, then the Utility at its first opportunity shall notify the Florida Public Service Commission of the conflict and until a resolution is issued by the Commission resolving the conflict, the previously approved Service Availability Policy shall prevail.

Fred Babb
ISSUING OFFICER
General Manager
TITLE

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments.....	155 gpd
Bars and Cocktail Lounges.....	5 gpd/seat
Boarding Schools (Students and Staff).....	75 gpcd
Bowling Alleys (toilet wastes only, per lane).....	100 gpd
Country Clubs, per member.....	25 gpcd
Day Schools (Students and Staff).....	10 gpcd
Drive-in Theaters (per car space).....	5 gpd
Factories, with showers.....	30 gpcd
Factories, no showers.....	10 gpd/100 sq. ft.
Hospitals, with laundry.....	250 gpd/bed
Hospitals, no laundry.....	200 gpd/bed
Hotels and Motels.....	150 gpd/rm or unit
Laundromat.....	225 gpd/washer
Mobile Home Parks.....	185 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat).....	3 gpd
Nursing Homes.....	100 gpd/bed
Office Buildings.....	10 gpd/100 sq. ft.
Public Institutions (other than those listed herein).....	75 gpcd
Restaurants (per seat).....	50 gpd/seat
Sewer.....	190 gpd
Townhouse Residence.....	155 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.

gpd - gallons per day

gpcd - gallons per capita per day

Fred Habb
ISSUING OFFICER
General Manager
TITLE

961334-WS

CYPRESS LAKES ASSOCIATES, LTD.

ORIGINAL
FILE COPY

**Proposed Water Tariff Submitted with the
Grandfather Certificate Application
Filed on November 6, 1996**

WATER TARIFF

CYPRESS LAKES ASSOCIATES, LTD.
NAME OF COMPANY

FILED WITH

Florida Public Service Commission

WATER TARIFF

CYPRESS LAKES REGIONAL UTILITY, L.C.
NAME OF COMPANY

10000 North U.S. Highway 898

Lakeland, Florida 33809
(ADDRESS OF COMPANY)

(813) 859-1431
(Business & Emergency Telephone Numbers)

FILED WITH

Florida Public Service Commission

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.

WATER TARIFF

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Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

TERRITORY SERVED

COUNTY - Polk County, Florida

RESOLUTION(s) APPROVING TERRITORY SERVED -

Resolution Number

Date Issued

APPLIED FOR

(Continued to Sheet No. 3.1)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Legal Description

CYPRESS LAKES ASSOCIATES, LTD.

Parcel No. 1

That part of Sections 27, 28, 33 and 34, Township 36 South, Range 23 East, Polk County, Florida, being more particularly described as follows: Begin at the Southeast corner of said Section 34, thence North 00°40'40" West along the East line of said Section 34 a distance of 2270.71 feet to the West right-of-way line of State Road 8700 and 835 (U.S. 998) as is located this date (6-21-85); thence North 47°20'00" West along said West right-of-way line 1294.34 feet to the Point of Curvature of a curve concave to the Northeasterly having a radius of 3809.58 feet and a central angle of 22°20'00"; thence Northwesterly along said Westerly right-of-way line and curve 2264.92 feet to the Point of Tangency; thence North 25°00'00" West still along said Westerly right-of-way line 610.00 feet; thence South 65°00'00" West 600.00 feet; thence South 25°00'00" East 41.9 feet; thence South 65°00'00" West 525.00 feet; thence North 37°30'00" West 710.00 feet; thence North 84°30'00" West 790.00 feet; thence North 45°00'00" West 816.46 feet to the centerline of Rock Ridge Road; thence South 26°18'39" West along said centerline 49.37 feet; thence South 52°01'40" West still along said centerline 357.92 feet; thence South 37°51'58" West still along said centerline 754.96 feet; thence South 34°36'25" West still along said centerline 969.18 feet to the intersection with the North line of the South 30.00 feet of the Northwest 1/4 of the Northeast 1/4 of aforesaid Section 33; thence South 89°32'15" East along said North line 253.93 feet to a point on the West line of the East 60.00 feet of the West 1/2 of the Northeast 1/4 of said Section 33; thence South 00°34'50" East along the said West line of the East 60.00 feet a distance of 1350.98 feet to the South line of the West 1/2 of said Northeast 1/4; thence South 89°29'41" East along said South line 60.01 feet to the Southeast corner of the West 1/2 of said Northeast 1/4; thence South 00°34'07" East along the West line of the East 1/2 of the Southeast 1/4 of said Section 33 a distance of 2564.11 feet to the Southwest corner of the East 1/2 of said Southeast 1/4; thence North 89°39'13" East along the South line of said East 1/2 a distance of 1326.44 feet to the Southeast corner of said Section 33; thence North 89°22'37" East along the South line of said Section 36 a distance of 5323.57 feet to the Point of Beginning; LESS AND EXCEPT 30.00 feet for right-of-way for Rock Ridge Road. Said tract containing 710.23 acres more or less.

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

Legal Description

CYPRESS LAKES ASSOCIATES, LTD.

Parcel No. 2

That part of Sections 27 and 34, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows: Commence at the Southeast corner of said Section 34; thence North 00°48'40" West along the East line of said Section 34 a distance of 2270.71 feet to the West right-of-way line of State Road 9700 and 935 (U.S. 990) as is located on the date of 6/21/85; thence North 47°20'00" West along said West right-of-way line 1294.34 feet to the Point of Curvature of a curve concave to the Northeastly having a radius of 5809.58 feet and central angle of 22°20'00"; thence Northwestly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25°00'00" West still along said Westerly right-of-way line 610.00 feet to the Point of Beginning; thence South 65°00'00" West 600 feet; thence South 25°00'00" East 410.00 feet; thence South 65°00'00" West 525.00 feet; thence North 37°30'00" West 710.00 feet; thence North 84°30'00" West 790.00 feet; thence North 45°00'00" West 816.46 feet to the centerline of Rock Ridge Road; thence North 26°18'39" East along said centerline 1212.81 feet; thence North 62°32'09" East still along said centerline 1293.14 feet to said Westerly right-of-way line of State Road 9700 and 935 (U.S. 990); thence South 25°00'00" East along said Westerly right-of-way line 2265.06 feet to the said Point of Beginning. Said parcel containing 95.75 acres, more or less;

LESS AND EXCEPT maintained right-of-way for Rock Ridge Road and that part of Section 27, Township 26 South, Range 23 East, Polk County, Florida, being more particularly described as follows: Commence at the Southeast corner of Section 34, Township 26 South, Range 23 East and run North 00°48'40" West along the East line of said Section 34 a distance of 2270.71 feet to the West right-of-way line of State Road 9700 and 935 (U.S. 990) as is located on the date of 6/21/85; thence North 47°20'00" West along said West right-of-way line, 1294.34 feet to the Point of Curvature of a curve concave to the Northeast having a radius of 5809.58 feet and central angle of 22°20'00"; thence Northwestly along said Westerly right-of-way line and curve 2264.52 feet to the Point of Tangency; thence North 25°00'00" West still along said Westerly right-of-way line 2525.06 feet to the Point of Beginning; thence continue North 25°00'00" West along said Westerly right-of-way 350.00 feet to the centerline of Rock Ridge Road; thence South 62°32'09" West along said centerline 330.00 feet; thence South 25°00'00" East 350.00 feet; thence North 62°32'09" East 330.00 feet to the said Point of Beginning. Said parcel containing 2.50 acres.

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedules(s)</u> <u>Available</u>	<u>Sheet No.</u>
Polk County	Cypress Lakes	GS, RS, MS	16.0 through 18.0

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 **"BFC"** - "BFC" is the abbreviations for "Base Facility Charge" which is the minimum charge to the Utility's customers and is separate from the amount billed for water consumption of the Utility's bills to its customers.
- 2.0 **"COMMISSION"** - "Commission" refers to the Florida Public Service Commission.
- 3.0 **"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 Utility and who's service location is within a specific area or locality that is uniquely separate from another.
- 4.0 **"COMPANY"** - CYPRESS LAKES ASSOCIATES, LTD.
- 5.0 **"CONSUMER"** - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Utility.
- 6.0 **"CUSTOMER"** - Any person, firm or corporation who has entered into an agreement to receive water service from the Utility and who is liable for the payment of that water service.
- 7.0 **"CUSTOMER'S INSTALLATION"** - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease of other agreement.
- 8.0 **"FRANCHISE"** - A document issued by the Commission authorizing the Utility to provide service in a specific territory.
- 9.0 **"MAIN"** - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 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 Utility's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.

(Continued to Sheet No. 5.1)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 5.0)

- 11.0 **"RATE SCHEDULE"** - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 **"SERVICE"** - Service, as mentioned in this Tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Utility to furnish water service to the customer.
- 13.0 **"SERVICE LINES"** - The Pipe between the Utility'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 franchise, which may be within or without the boundaries of an incorporated municipality.
- 15.0 **"UTILITY"** - CYPRESS LAKES ASSOCIATES, LTD.

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

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(Continued to Sheet No. 6.1)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 6.0)

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Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE** - Any dispute between the Utility 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 Utility's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Commission Ordinance, or Resolution shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Utility and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Utility 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 Utility shall provide water service to all customers requiring such service within the territory described in its franchise upon such terms as are set forth in this Tariff.

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

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

- 4.0 APPLICATIONS BY AGENTS** - Applications for water service requested by firms, partnerships, associations, corporations, and other shall be rendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Utility 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 Utility and under which such water service is rendered.

(Continued to Sheet No. 8.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 7.0)

- 5.0** **WITHHOLDING SERVICE** - The Utility 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 Utility of such household, organization, or business of water service has been settled in full in accordance with the applicable provisions of this Tariff.

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

- 6.0** **EXTENSIONS** - Extensions will be made to the Utility's facilities in compliance with Commission's Ordinances and Resolutions and the Utility's Tariff.

- 7.0** **LIMITATION OF USE** - Water service purchased from the Utility 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 furnished by the Utility.

Water service furnished to a customer owning and occupying an individual living unit connected to the Utility's water distribution system, shall be rendered directly to the individual customer through the Utility's 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. A bulk water customer which is furnished water service through a Utility designated master meter has the right to install meters on individual lots in order to remeter said water service for the purpose of allocating the cost of water service to lessees, tenants, or others.

In no case shall a customer, except with the written consent of the Utility, 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 Utility for water service rendered by the Utility (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Utility for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. 9.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 8.0)

- 8.0** **CONTINUITY OF SERVICE** - The Utility 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 Utility 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 Utility 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** - 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 Utility and shall comply with all Laws and Governmental Regulations applicable to same. The Utility 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 Utility 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 Utility, shall be made without written consent of the Utility. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0** **INSPECTION OF CUSTOMER'S INSTALLATION** - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Utility 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 Utility.

Notwithstanding the above, the Utility 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.

(Continued to Sheet No. 10.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 9.0)

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

In the event of any loss or damage to property of the Utility 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 Utility shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Utility's property; reading the meter; or for performance under or termination of the Utility'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 Utility, and without cost to the Utility, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 15.0 BILLING PERIODS** - Bills for water service will be rendered monthly as stated in the rate schedule 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 agree upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS** - Bills are due when rendered. However, the Utility shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Utility has mailed or presented the bill to the customer for payment. An individual customer's water service may then be discontinued only after the Utility has mailed or presented within five (5) working days' a written notice to the customer in accordance with the applicable provisions of this Tariff. Water service shall be restored only after the Utility has received payment for all past-due bills and reconnect charges from the customer.

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

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

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NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 10.0)

If a master-metered water customer is delinquent in paying any bill the Utility has the right to notice both the customer and any tenants, lessees, or others which may be affected by the discontinuance of water service. If the satisfaction of the delinquent bill cannot be accomplished between the Utility and the customer, the Utility has the right to pursue in conjunction with the affected tenants, lessees, or others all legal recourse necessary to assure payment for all future water service which may be required by the tenants, lessees, or others including but not limited to accepting individual payments from the lessees, tenants, etc.

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - When both water and wastewater service are provided by the Utility, payment of any water service bill rendered by the Utility to a customer shall not be accepted by the Utility without the simultaneous or concurrent payment of any wastewater service bill rendered by the Utility. The Utility 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 Utility shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.
- 18.0 TAX CLAUSE** - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Utility's bills to its customers in such Municipality or County.
- 19.0 CHANGE OF OCCUPANCY** - When a change of occupancy takes place on any premises supplied by the Utility with water service, written notice thereof shall be given at the office of the Utility 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 Utility and the Utility 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 Utility; the customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Utility 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 Utility.

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(Continued from Sheet No. 11.0)

- 20.0 UNAUTHORIZED CONNECTIONS-WATER** - Connections to the Utility's water system for any purpose whatsoever are to be made only by employees of the Utility. 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 Utility for all water service estimated by the Utility to have been used by reason of such unauthorized connection.
- 21.0 METERS** - All water meters attached to the distribution system owned or controlled by the Utility shall be furnished by and remain the property of the Utility and shall be accessible and subject to its control. The customer shall provide meter space to the Utility at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation for the meter and other similar devices.
- 22.0 ALL WATER THROUGH METER** - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS** - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the Utility may issue a refund or credit the customer on the next monthly cycle if the customer has been overcharge. However, the Utility may not back bill customers for any period greater than 12 months for any undercharge in billing which is the result of the Utility's mistake. The Utility shall allow the customer to pay for the unbilled service over the same time period as the time period during which the under billing occurred or some other mutually agreeable time period. The Utility shall not recover in a rate making proceeding, any lost revenues which inure to the Utility's detriment on account of this provision.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR** - When meter tests are made by the Utility, the accuracy of registration of the meter and its performance shall conform with Section 25 of this Tariff 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 be determined as follows:

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In meter tests made by the Utility at the request of the customer the accuracy of registration of the meter and its performance in service shall be judged by its averaged error. The average meter error shall be considered to be the algebraic average of the errors at the test rate flows set out in the applicable provisions of this Tariff. Any adjustment of charges which is made in accordance with this rule shall be based on the average error thus derived.

- A. Fast meters.** Whenever a meter tested is found to register fast in excess of the tolerance permitted under the applicable provisions of this Tariff, the Utility 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 upon available records. The refund shall not include any part of the minimum charge.
- B. Slow meters.**

1. Except as provided by this paragraph, the Utility may backbill in the event that a meter is found to be slow, non-registering or partially registering. The Utility 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 ascertained that the meter was slow, non-registering or partially registering for less than twelve (12) months prior to notification, then the Utility may backbill only for the lesser period of time. In any event, the customer may extend the payments of the backbill over the same amount of time for which the Utility issued the backbill. Nothing in this subsection shall be construed to limit the application of subsection (5) of this rule.
2. Whenever a meter tested is found to register slow in excess of the tolerance established under the applicable provisions of this Tariff, the Utility may bill the customer in accordance with this subsection. If the Utility has required a deposit to test the meters, the customer may be billed only for that portion of the unbilled error which is in excess of the deposit retained by the Utility.
3. In the event of a non-registering or a partially registering meter, unless the provisions of subsection (4) of this rule apply, a customer may be billed on an estimated amount based on previous bills for similar usage.

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It shall be understood that when a meter is found to be in error in excess of the prescribed accuracy limits, fast or slow, the figure to be used for calculating the amount or refund or charge in (2) or (3)(b) above shall be that percentage of error as determined by the test.

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

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

- A. Each utility shall employ water meters which register within the accuracy limits set forth in this chart:

Accuracy limits in percentages

<u>Meter Type</u>	<u>Maximum</u>	<u>Intermediate</u>	<u>Minimum Rate</u>	
	<u>Rate</u>	<u>Rate</u>	<u>New</u>	<u>Repaired</u>
Displacement	98.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97.0-102.0	None	95-102.0	90-102.0
Compound *	97.0-103.0	97.0-103.0	95-103.0	90-103.0

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

- B. Each Utility shall test its displacement type cold water meters on at least the three rates of flow set forth in the following chart:

<u>Size</u> <u>Inches</u>	<u>Normal Test</u> <u>Flow Limits</u> <u>GPM</u>	<u>Test Flow Gallons Per Minute</u>		
		<u>Minimum</u>	<u>Median</u>	<u>Maximum</u>
5/8"	1- 20	1/4	2	15
3/4"	2- 30	1/2	3	25
1"	3- 50	3/4	4	35
1 1/2"	5- 100	1 1/2	8	50
2"	8- 160	2	15	100
3"	16- 300	4	20	150
4"	28- 500	7	40	200
6"	48-1000	12	60	500

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- C. The Utility shall test its current, compound and fire-service type meters on at least three rates of flow: one at the minimum test flow and two or more within the normal test flow limits of the table set forth in a subsection of this rule, with the upper test flow to be at a rate as high as practicable.
- D. The Utility shall test its compound meters within the "changeover" range or flows to determine overall operational efficiency and accuracy of registration.
- E. The Utility may test any displacement type meter after installation if the meter is three inches or larger. However, each Utility shall test its current, compound and fire-service type meters in place to achieve maximum accuracy, and may install at est tee in the outlet piping to facilitate and reduce the cost of testing for meters which are three inches or larger.
- F. The Utility may affix a seal to each of its tested and adjusted meters. The Utility may affix the seal in such manner that it would have to be broken before any adjustment to meter registration could be achieved.
- G. The Utility shall inspect and test a representative sample of its meters in service at least once during the intervals set out in this rule.

<u>Size of Meter</u>	<u>Maximum Interval Between Tests</u>
5/8"	10 years
3/4"	8 years
1"	6 years
1 1/2"	4 years
2"	4 years
3"	3 years
4"	2 years
6"	1 year

26.0 REFUSAL OR DISCONTINUANCE OF SERVICE -

- A. Until adequate facilities can be provided, the Utility may refuse to serve an applicant if, in the best judgment of the Utility, it does not have adequate facilities, or supply to render the service applied for, or if the service is of character that is likely to affect unfavorable service to other customers.
- B. As applicable, the Utility may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given written notice and allowed a reasonable time to comply with any rule or remedy any deficiency:

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1. For noncompliance with or violation of any state or municipal law or regulation governing such Utility service.
2. For failure or refusal of the customer to correct any deficiencies or defects in his piping or equipment which are reported to him by the Utility.
3. For the use of utility service for any other property or purpose than that described in the application.
4. For failure or refusal to provide adequate space for the meter or service equipment of the Utility.
5. For failure or refusal to provide the Utility with a deposit to insure payment of bills in accordance with the Utility's regulation.
6. For neglect or refusal to provide reasonable access to the Utility for the purpose of reading meters or inspection and maintenance of equipment owned by the Utility.
7. For nonpayment of bills or noncompliance with the Utility's Rules and Regulations in connection with the same or a different type or a different class of Utility service furnished to the same customer at the same premises by the Utility only after there has been a diligent attempt to have the customer comply, including at least 5 working days' written notice to the customers. Such notice shall be separate and apart from any bill for service. For purposes of this subsection, "working day" means any day on which the Utility's office is open and the U.S. Mail is delivered.
8. Without notice in the event of a condition known to the Utility to be hazardous.
9. Without notice in the event of tampering with regulators, valves, piping, meter or other facilities furnished and owned by the Utility.
10. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of such service, the Utility, before restoring service, may require the customer to make at his own expense all changes in piping or equipment necessary to

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eliminate illegal use and to pay an amount reasonable estimated as the deficiency in revenue resulting from such fraudulent use. service shall not be discontinued if, prior to the arrival of the Utility to discontinue service, the customer has:

- a. paid for all fraudulent use of service;
 - b. demonstrated the fraudulent use has ceased;
 - c. paid all other applicable fees and charges; and
 - d. the service condition allowing fraudulent use of service has been corrected.
- C. Service shall be restored when cause for discontinuance has been satisfactorily adjusted.
- D. In case of refusal to establish service, or whenever service is discontinued, the Utility shall notify the applicant or customer in writing of the reason for such refusal or discontinuance.
- E. The following shall not constitute sufficient case for refusal or discontinuance of service to an applicant or customer.
1. Delinquency in payment for service by a previous occupant of the premises unless the current applicant or customer owned the premises at the time the delinquency occurred.
 2. Failure to pay for appliances or equipment purchased from the Utility.
 3. Failure to pay for a different class of service, except where two or more classes of service are rendered to the same customer at the same premises.
 4. Failure to pay the bill of another customer as guarantor thereof.
 5. Failure to pay a dishonored check service charge imposed by the Utility.
- F. No Utility shall discontinue service to any customer, between 12:00 noon on Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a public holiday and 8:00 a.m. the next working day; provided, however, that this prohibition shall not apply when:

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1. Discontinuance is requested by or agreed to by the customer; or
2. A hazardous condition exists; or
3. Meters or other Utility-owned facilities have been tampered with; or
4. Service is being obtained fraudulently or is being used for unlawful purposes.

27.0 CUSTOMER DEPOSITS -

- A. **Deposit required;** establishment of credit. The Utility may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Utility's Rules for prompt payment of bills. Credit will be deemed so established if:
 1. The applicant for service furnished a satisfactory guarantor to secure payment of bills for the service requested. A satisfactory guarantor shall, at the minimum, be a customer of the Utility with a satisfactory payment record. A guarantor's liability shall be terminated when a residential customer whose payment of bills is secured by the guarantor meets the requirements of subsection (5) of this rule. Guarantors providing security for payment of residential customers' bills shall only be liable for bills contracted at the service address contained in the contract of guaranty.
 2. The applicant pays a cash deposit.
 3. The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.
- B. **Receipt for deposit.** A non-transferrable certificate of deposit shall be issued to each customer and means provided so that the customer may claim the deposit if the certificate is lost.
- C. **Record of deposits.** Each Utility having on hand deposits from customers shall keep records to show:

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1. the name of each customer making the deposit;
 2. the premises occupied by the customer when the deposit was made;
 3. The date and amount of deposit; and
 4. A record of each transaction concerning such deposit.
- D. Interest on deposit.** Each Utility which requires deposits to be made by its customers shall pay a minimum interest on such deposits of six (6) percent per annum. The deposit interest shall be simple interest in all cases and settlement shall be made annually, either in cash or by credit on the current bill. No customer depositor shall be entitled to receive interest on his deposit until and unless a customer relationship and the deposit have been in existence for a continuous period of six months, then he shall be entitled to receive interest from the day of the commencement of the customer relationship and the placement of deposit.
- E. Refund of deposits.** After a customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Utility may refund the residential customer's deposits providing the customer has not, in the preceding 12 months, (a) made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the Utility), (b) paid with check refused by a bank, (c) been disconnected for nonpayment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. Nothing in this rule shall prohibit the Utility from refunding at any time a deposit with any accrued interest.
- F. Refund of deposit when service is discontinued.** Upon termination of service, the deposit and accrued interest may be credited against the final account and the balance, if any, shall be returned promptly to the customer.
- G. New or additional deposits.** A Utility may require, upon reasonable written notice of not less than 30 days, such request or notice being separate and apart from any bill for service, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills; provided,

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however, that the total amount of required deposit should not exceed an amount equal to the average actual charge for water and/or wastewater service for two 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, then the Utility shall base its new or additional deposit upon the average monthly billing available.

- 20.0 FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Utility 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 after its execution.

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HELD FOR FUTURE USE

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GENERAL SERVICE**RATE SCHEDULE GS**

- AVAILABILITY** - Available throughout the area served by the Utility.
- 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** - **BASE FACILITY CHARGE:**
- | Meter Size | |
|------------|-----------|
| 5/8"x 3/4" | \$ 3.73 |
| 1" | \$ 9.33 |
| 1 1/4" | \$ 18.65 |
| 2" | \$ 29.84 |
| 3" | \$ 55.95 |
| 4" | \$ 93.25 |
| 6" | \$ 186.50 |
- GALLONAGE CHARGE**
- | | |
|-------------------|--------|
| Per 1,000 Gallons | \$.80 |
|-------------------|--------|
- MINIMUM CHARGE** - Applicable Base Facility Charge per month.
- 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** - Applied For
- TYPE OF FILING** - Grandfather Certificate Application

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RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY** - Available throughout the area served by the Utility.
- APPLICABILITY** - For water service for all purposes in private residences, individually metered mobile homes, apartment units, and condominium 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:**
 Meter Size
 All Meter Sizes-
 Per Living Unit Whether Occupied or Not \$ 3.73
- GALLONAGE CHARGE:**
 Per 1,000 Gallons
 0,000 - 6,000 Gallons \$.80
 6,001 - 12,000 Gallons \$ 1.20
 Over 12,000 Gallons \$ 1.60
- MINIMUM CHARGE** - Applicable Base Facility Charge per month.
- 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** - Applied For
- TYPE OF FILING** - Grandfather Certificate Application

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MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY** - Available throughout the area served by the Utility.
- APPLICABILITY** - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Homes.
- 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:**
 For each Residential Living Unit, whether occupied or not, connected to a master-metered customer's distribution system located behind the Utility's master meter. \$ 3.73
- GALLONAGE CHARGE:**
- | Per 1,000 Gallons (Allowance per Dwelling Units) | |
|--|---------|
| 0,000 - 6,000 | \$.80 |
| 6,001 - 12,000 | \$ 1.20 |
| Over 12,000 | \$ 1.60 |
- MINIMUM CHARGE** - Applicable Base Facility Charge per month.
- 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** - Applied For
- TYPE OF FILING** - Grandfather Certificate Application

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EFFECTIVE DATE - Applied For

TYPE OF FILING - Grandfather Certificate Application

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General Manager
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SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Utility may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Utility's rules for prompt payment. Credit will be deemed so established, in accordance with the applicable provisions of this Tariff, if:

1. The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
2. The applicant pays a cash deposit.
3. 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 for water service shall be the following according to meter size.

	<u>Residential</u>	<u>General Service</u>
5/8" X 3/4"	\$ _____	\$ _____
1"	\$ N/A	\$ _____
1 1/4"	\$ N/A	\$ _____
2"	\$ N/A	\$ _____
Over 2"	\$ N/A	\$ Average of Two Monthly Billing Periods

ADDITIONAL DEPOSIT - In accordance with this Tariff, the Utility may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The Utility 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 Utility shall base its new or additional deposit upon the average actual monthly billing available.

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INTEREST ON DEPOSIT - The Utility shall pay interest on customer deposits pursuant to its Tariff. The rate of interest is 6% 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 Utility will pay or credit accrued interest to the customers account during the month of December 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 Utility may refund the customer's deposit provided the customer has not, in the proceeding 12 months:

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

Notwithstanding the above, the Utility may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest of 6% per annum upon the retainment of such deposit.

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

EFFECTIVE DATE - Applied For

TYPE OF FILING - Grandfather Certificate Application

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ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
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 Utility will require a deposit to defray the cost of testing; such deposit shall not exceed the following schedule of fees:

<u>METER SIZE</u>	<u>FEE</u>
5/8" X 3/4"	\$ 20.00
1" and 1 1/4"	\$ 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 as set forth in this Tariff, 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 Utility as a service charge for conducting the meter test. The Utility shall provide the customer with a written report of the results of any test performed pursuant of this rule.

At the request of the customer, the Utility shall make arrangements for a meter test to be conducted by an independent meter testing facility of the customer's choosing. The customer shall be responsible for negotiating and paying to the independent meter testing facility any fee charges for such a test. Such independent meter testing facilities shall, at minimum, conform to the requirements of the American Waterworks's Association Water Meters Selection Installation Testing and Maintenance (AWWA-MG-1972). Where appropriate, the meter may be field tested. The customer shall be responsible for all the costs to the Utility associated with a meter test by an independent meter testing facility. The Utility may require payment of such costs prior to the actual meter test. If the meter is found to be running fast in excess of the limits established by the Utility's Tariff, such costs shall be refunded, but if within the allowable limit, the Utility may retain the costs.

METER FIELD TEST REQUEST - Upon written request of any customer, the Utility 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 by the Utility's Tariff.

EFFECTIVE DATE - Applied For

TYPE OF FILING - Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
 General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to the Utility's Tariff 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	\$25.00
Premises Visit Fee	\$15.00
(in lieu of disconnection)	
Insufficient Funds Check	\$10.00

EFFECTIVE DATE - Applied For

TYPE OF FILING - Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
 General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
 WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Back-Flow Preventor Installation Fee</u>	
5/8" x 3/4".....	Actual Cost (1)
1".....	Actual Cost (1)
1 1/2".....	Actual Cost (1)
2".....	Actual Cost (1)
Over 2".....	Actual Cost (1)
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" metered service.....	Actual Cost (1)
1" metered service.....	Actual Cost (1)
1 1/2" metered service.....	Actual Cost (1)
2" metered service.....	Actual Cost (1)
Over 2" metered service.....	Actual Cost (1)
<u>Inspection Fee</u>	Actual Cost (1)
<u>Meter Installation Fee</u>	
5/8" x 3/4".....	\$125.00
1".....	\$150.00
1 1/2".....	\$300.00
2".....	\$350.00
Over 2".....	Actual Cost (1)
<u>Plan Review Charge</u>	Actual Cost (1)
<u>Guaranteed Revenue Charge</u>	Applicable BFC
<u>Deferred Standby Fee</u>	Per Schedule
(1) Actual Cost is equal to the total cost incurred for services rendered on behalf of a customer or developer/applicant.	

EFFECTIVE DATE - Applied For

TYPE OF FILING - Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

DEFERRED STANDBY FEE

MONTHLY CARRYING COST PER ERC: The following charges are one time charges in connection with new installations and are payable at the time of application for service.

<u>MONTH</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>
January	\$ 0.00	\$ 3.95	\$ 13.78	\$ 24.10	\$ 34.42	\$ 44.74
February	\$ 0.00	\$ 4.74	\$ 14.64	\$ 24.96	\$ 35.28	\$ 45.60
March	\$ 0.00	\$ 5.53	\$ 15.50	\$ 25.82	\$ 36.14	\$ 46.46
April	\$ 0.00	\$ 6.32	\$ 16.36	\$ 26.68	\$ 37.00	\$ 47.32
May	\$ 0.00	\$ 7.11	\$ 17.22	\$ 27.54	\$ 37.86	\$ 48.18
June	\$ 0.00	\$ 7.90	\$ 18.08	\$ 28.40	\$ 38.72	\$ 49.04
July	\$ 0.00	\$ 8.69	\$ 18.94	\$ 29.26	\$ 39.58	\$ 49.90
August	\$ 0.00	\$ 9.48	\$ 19.80	\$ 30.12	\$ 40.44	\$ 50.76
September	\$ 0.79	\$ 10.34	\$ 20.66	\$ 30.98	\$ 41.30	\$ 50.76
October	\$ 1.58	\$ 11.20	\$ 21.52	\$ 31.84	\$ 42.16	\$ 50.76
November	\$ 2.37	\$ 12.06	\$ 22.38	\$ 32.70	\$ 43.02	\$ 50.76
December	\$ 3.16	\$ 12.92	\$ 23.24	\$ 33.56	\$ 43.88	\$ 50.76

EFFECTIVE DATE - Applied For

TYPE OF FILING - Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
 General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

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EFFECTIVE DATE - Applied For

TYPE OF FILING - Grandfather Certificate Application

Fred Babb
ISSUING OFFICER
 General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
 WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

**CUSTOMER'S APPLICATION FOR SERVICE
 AND DEPOSIT RECEIPT**

I, the undersigned Customer, hereby request CYPRESS LAKES ASSOCIATES, LTD., hereinafter called the Company, to supply water service and/or sewer service at the premises listed below until receipt of formal notice from the Customer requesting discontinuance of such water service and/or sewer service.

The Customer agrees to pay for both water service and/or sewer service promptly each period at the rate or rates established from time to time by the Company and abide by present and future rules and regulations for water service and/or sewer service established by the Company and subject to approval of the FLD County Commission.

To guarantee the payment of any and all liabilities for water service and/or sewer service which may be, or may become, due to Company by said Customer, Customer hereby provides the deposit shown below. Customer agrees that any or all of said deposit may be applied to discharge any indebtedness of the Customer to the Company whatsoever, and that the Company may use such deposit as if the Company were the absolute owner thereof. The Company will credit interest to the Customer's account annually. Upon discontinuation of service covered by this deposit, the Company agrees to credit Customer's account the amount of the deposit less any amount then due the Company.

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 Company, regardless of the application of the deposit to cover such indebtedness for service.

THIS RECEIPT IS NOT NECESSARY AND IS OBSOLETE ONLY
 IF THE CUSTOMER WANTS HAVE APPLIED CREDIT.

TYPE OF SERVICE:	DATE SERVICE REQUESTED	DEPOSIT: Date _____
____ Residential		Water \$ _____
____ General Service	_____	Sewer \$ _____
		TOTAL DEPOSIT RECEIVED \$ _____

NAME _____ ACCOUNT # _____

SERVICE ADDRESS _____

MAILING ADDRESS _____

SUBDIVISION NAME _____ UNIT # _____ LOT # _____

Authorized Representative of CYPRESS LAKES

Customer's Signature

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
 WATER TARIFF

APPLICATION FOR WATER SERVICE

**CUSTOMER'S APPLICATION FOR SERVICE
 AND DEPOSIT RECEIPT**

I, the undersigned Customer, hereby request CYPRESS LAKES ASSOCIATES, LTD., hereinafter called the Company, to supply water service and/or sewer service at the premises listed below until receipt of formal notice from the Customer requesting discontinuance of such water service and/or sewer service.

The Customer agrees to pay for both water service and/or sewer service promptly each period at the rate or rates established from time to time by the Company and abide by present and future rules and regulations for water service and/or sewer service established by the Company and subject to approval of the FILE County Commission.

To guarantee the payment of any and all liabilities for water service and/or sewer service which may be, or are hereby, due to Company by said Customer, Customer hereby provides the deposit shown below. Customer agrees that any or all of said deposits may be applied to discharge any indebtedness of the Customer to the Company whatsoever, and that the Company may use such deposits as of the Company were the absolute owner thereof. The Company will credit interest on the Customer's deposit annually. Upon discontinuation of service covered by this deposit, the Company agrees to credit Customer's account the amount of the deposit less any amount then due the Company.

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 Company, regardless of the sufficiency of the deposit to cover such indebtedness for service.

THIS RECEIPT IS NOT NEGOTIABLE AND IS CASHABLE ONLY
 AT THE OFFICES WHERE THIS APPLCATION BEGINS.

TYPE OF SERVICE: <input type="checkbox"/> Residential <input type="checkbox"/> General Service	DATE SERVICE REQUESTED _____	DEPOSIT: Rate _____ Water \$ _____ Sewer \$ _____ TOTAL DEPOSIT RECEIVED \$ _____
---	--	---

NAME _____ ACCOUNT # _____

SERVICE ADDRESS _____

MAILING ADDRESS _____

SUBDIVISION NAME _____ UNIT # _____ LOT # _____

 Authorized Representative of CYPRESS LAKES

 Customer's Signature

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

APPLICATION FOR METER INSTALLATION

**CUSTOMER'S APPLICATION FOR SERVICE
AND DEPOSIT RECEIPT**

I, the undersigned Customer, hereby request CYPRESS LAKES ASSOCIATES, LTD., hereinafter called the Company, to supply water service and/or sewer service at the premises listed below until receipt of formal notice from the Customer requesting discontinuance of such water service and/or sewer service.

The Customer agrees to pay for both water service and/or sewer service promptly each period at the rate or rates established from time to time by the Company and abide by present and future rules and regulations for water service and/or sewer service established by the Company and subject to approval of the FLA County Commission.

To guarantee the payment of any and all liabilities for water service and/or sewer service which may be, at any time, due to Company by said Customer, Customer hereby provides the deposit shown below. Customer agrees that any or all of said deposit may be applied to discharge any indebtedness of the Customer to the Company whatsoever, and that the Company may use said deposit as if the Company were the absolute owner thereof. The Company will credit interest to the Customer's account annually. Upon discontinuance of service covered by this deposit, the Company agrees to credit Customer's account the amount of the deposit less any amount then due the Company.

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 Company, regardless of the sufficiency of the deposit to cover such indebtedness for service.

**THIS RECEIPT IS NOT NEGOTIABLE AND IS CASHABLE ONLY
AT THE OFFICES WHERE THIS SERVICE BEGINS.**

TYPE OF SERVICE: _____ Residential _____ General Service	DATE SERVICE REQUESTED _____	DEPOSIT: Date _____ Water \$ _____ Sewer \$ _____ TOTAL DEPOSIT RECEIVED \$ _____
---	--	---

NAME _____ **ACCOUNT #** _____

SERVICE ADDRESS _____

MAILING ADDRESS _____

SUBDIVISION NAME _____ **UNIT #** _____ **LOT #** _____

 Authorized Representative of CYPRESS LAKES

 Customer's Signature

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

HELD FOR FUTURE USE

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

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Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

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 water systems whether in existence or to be constructed. Expansions of the transmission & distribution 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. Nothing in the Utility's Service Availability Policy shall preclude the Utility from constructing, purchasing, leasing, or acquiring in any manner the water facilities the Utility believes are necessary to furnish water service to the customers within the Utility's current or proposed franchised territory.

2.0 APPLICATION AND DEPOSIT

Application for all types of water extension and/or treatment plant expansion shall be made in writing to 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 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 individuals making the application for service.
- G. The estimated date service will be needed.
- H. Financial statement from corporation.
- I. 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 applications as follows:

- A. General verbal types of inquiries.
- B. Applications initiated by corporations, firms, or persons not having a title interest in the property involved in the application.

(Continued on Sheet No. 41.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 40.0)

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 ninety (90) additional days from time of required response, furnish Developer/Applicant at cost of the Developer/Applicant a proposed Developer's Agreement or Service Contract which will contain the information the Utility feels is relevant from the following list:
 - 1. 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 revenue to be immediately realized from the construction.
 - 4. Estimate of the cost to be born by Developer/Applicant:
 - a. Water plant capacity fee, as shown in the Tariff sheets.
 - b. Water plant expansion fee 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. Guarantee revenue and special fees, as shown in Paragraphs 10.0 and 11.0 of this Policy.

(Continued on Sheet No. 42.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 41.0)

- h. The amount, if applicable, for service outside of franchised area, Paragraph 22.0 of this Policy.
- i. Cost of facilities including engineering and legal.
- j. Utility's estimated cost of drafting proposed developer's agreement, including consulting, engineering, and legal fees to be recovered from the developer/applicant.

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."

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 EXPANSION FEE

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 may be required to pay all costs of main extensions and upgrading of Utility's distribution systems which are 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.

(Continued on Sheet No. 43.0)

Fred Babb
ISSUING OFFICER
 General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 42.0)

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 can 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 and the Utility's approved Tariff. 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.

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 shall 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 GUARANTEED REVENUES

Not less than ten days before the day upon which a Developer's on-site water system is accepted by the Utility or 12 months from date of Developer's Agreement and each month thereafter until all plant capacity reserved for the Developer is serving a Customer, Developer or owner of lots shall pay to the Utility the sum of money which is equal to 100% of the minimum rate of water service for each equivalent residential connection to be served which is not active, and for which no connection fee has been prepaid to the Utility. As customers, as defined by Rules and Regulations of the Tariff, are added to the system, the said monthly minimum charges to be paid by the Developer will be reduced by each Customer so added. Should the Developer refuse or fail to pay the money required by this paragraph, the agreement for reservation by the Utility for the Developer shall be void and no capacity shall be reserved for such Developer.

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.

(Continued on Sheet No. 44.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 43.0)

12.0 ON-SITE FACILITIES

On-site water 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 furnished 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.

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 Utility 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 may be provided through Utility investment or by the Developer through refundable advance or contributions-in-aid-of-construction in accordance with this Policy and the master plan of the Utility. Facilities provided by the Developer 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 furnished 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.

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.

(Continued on Sheet No. 44.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAFES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 44.0)

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 oversized either through previous refundable agreements or through the Utility's investment, the Developer will pay a fee to cover previous excess facilities provided, on a proportionate share basis as determined by the utility.

19.0 UTILITY OWNERSHIP

Any facilities subject to these rules shall be owned and maintained by the Utility.

20.0 PUBLIC WAYS AND PRIVATE EASEMENTS

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.

(Continued on Sheet No. 46.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
WATER TARIFF

(Continued from Sheet No. 45.0)

22.0 SERVICE OUTSIDE TERRITORY

Providing service outside of the Utility's franchised 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 its franchised area. However, the Utility at its option may consider providing service outside of its franchised territory if 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.

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.

(Continued on Sheet No. 47.0)

Fred Babb
ISSUING OFFICER
General Manager
TITLE

NAME OF COMPANY CYPRESS LAKES ASSOCIATES, LTD.
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(Continued from Sheet No. 46.0)

- 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 (per gallon, per connection, etc.) 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 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 distribution of water.
- G. TYPES OF PROPERTIES:**
 - 1. 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, twenty-five (225) gallons of water per day. Equivalent residential connections for the usages set forth herein shall be as shown in the Table of Daily Flows, Original Tariff Sheet No. 39.
- I. OFF-SITE FACILITIES** - The water distribution trunk mains, the purpose of which is to collect distribute water to the several properties within said territory.

(Continued on Sheet No. 48.0)

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- J. ON-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 facilities.

26.0 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 issued by the Florida Public Service Commission, then the Utility at its first opportunity shall notify the Florida Public Service Commission of the conflict and until a resolution is issued by the Board resolving the conflict, the previously approved Service Availability Policy shall prevail.

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TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments.....	155 gpd
Bars and Cocktail Lounges.....	5 gpd/seat
Boarding Schools (Students and Staff).....	75 gpcd
Bowling Alleys (toilet wastes only, per lane).....	100 gpd
Country Clubs, per member.....	25 gpcd
Day Schools (Students and Staff).....	10 gpcd
Drive-in Theaters (per car space).....	5 gpd
Factories, with showers.....	30 gpcd
Factories, no showers.....	10 gpd/100 sq.ft.
Hospitals, with laundry.....	250 gpd/bed
Hospitals, no laundry.....	200 gpd/bed
Hotels and Motels.....	150 gpd/rm or unit
Laundromat.....	225 gpd/washer
Mobile Home Parks.....	185 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat).....	3 gpd
Nursing Homes.....	100 gpd/bed
Office Buildings.....	10 gpd/100 sq. ft.
Restaurants (per seat).....	50 gpd/seat
Single Family Residential:	
Water: 5/8" x 3/4" Meter.....	225 gpd
1" Meter.....	315 gpd
1 1/4" Meter.....	410 gpd
Townhouse Residence.....	155 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.

gpd - gallons per day

gpcd - gallons per capita per day

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