

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application of KINGS POINT)
UTILITY, INC. for Water and Wastewater)
Certificates in Osceola County, Florida.)
_____)

010941-WS
DOCKET NO.

RECEIVED-FPSC
01 JUL -3 PM 3:05
COMMISSION
CLERK

APPLICATION FOR ORIGINAL WATER
AND WASTEWATER CERTIFICATES

Kings Point Utility, Inc., by and through its undersigned attorneys and pursuant to Rule 25-30.034, Florida Administrative Code, hereby applies for original certificates to operate a water and wastewater utility in Osceola County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A. The full name, address and telephone number of the Applicant:

Kings Point Utility, Inc.
Post Office Box 420521
Kissimmee, Florida 34742
407-847-9119

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

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555/(850) 656-4029 fax
e-mail: mfriedman@rsbattorneys.com

C. The Applicant is a Florida corporation formed September 16, 1986.

DOCUMENT NUMBER-DATE

08212 JUL -3

FPSC-RECORDS/REPORTING

D. The name and address of the corporate officer, director and sole shareholder is:

Walter L. Medlin, President, Director and Sole Shareholder
1401 Pine Island Road
Kissimmee, FL 34742

PART II. SYSTEM INFORMATION

A. WATER

- (1) Applicant provides potable water service, although some customers have separate irrigation meters.
- (2) There are currently 126 potable water customers all being served with 3/4 inch water meters. Total buildout is approximately 620 ERCs. There are 61 irrigation meters.
- (3) Applicant purchases all of its potable water from the City of Kissimmee for resale to its customers; thus Applicant does not require a consumptive use permit.
- (4) The water utility system was established in 1974, and originally certificated on August 3, 1984 by PSC Order No. 13565.
- (5) Attached as Exhibit "A" is a copy of a Lease Agreement which provides for the long term continuous use of the land where the water facilities are located.

B. WASTEWATER

- (1) There are currently 124 wastewater customers all being served with 3/4 inch water meters. Total buildout is approximately 620 ERCs.
- (2) Applicant purchases all of its wastewater treatment from the City of Kissimmee for resale to its customers; thus Applicant does not require any permits.
- (3) The wastewater utility system was established in 1974, and originally certificated on August 3, 1984 by PSC Order No. 13565.

- (4) Attached as Exhibit "A" is a copy of a Lease Agreement which provides for the long term continuous use of the land where the wastewater facilities are located.

PART III - FINANCIAL AND TECHNICAL INFORMATION

- A. Attached as Exhibit "B" are pro forma financial statements showing the utility as a viable entity. They were prepared by the City of Kissimmee for the Court in the receivership action and shows the viability of the system. The Applicant has the technical ability to operate the utility systems. The utility systems consist only of a wastewater collection system including one lift station, and a water distribution system. Emergency and regular maintenance will be provided by Lynn Todd, a certified operator. In order to comply with the requirements which will arise as a result of regulation by the Florida Public Service Commission, the Applicant has retained the law firm of Rose, Sundstrom & Bentley, LLP.
- B. The Utility Systems were originally certificated to William C. Godwin and Pearl Godwin, d/b/a Kings Point Utilities. PSC Order No. 13565 dated August 3, 1984. The Utility Systems were subsequently sold to Charles E. Barkley, Martha D. Barkley and Sidney D. Bronson and Marcia Bronson in July, 1996, who subsequently incorporated as Kings Point Utility, Inc. The PSC approved the transfer to Kings Point Utility, Inc. on August 24, 1987 by PSC Order No. 18027.

On November 22, 1989, an application was filed to transfer majority organizational control of Kings Point Utility, Inc. to Walter Medlin. The PSC granted approval of the transfer conditioned upon Kings Point Utility, Inc. complying with certain requirements. See PSC Order No. 23120, issue June 26, 1990. As a result of litigation initiated by the Florida Department of Environmental Protection, and actions by the City of Kissimmee, Kings Point was unable to meet the PSC conditions. As a result of those actions, the PSC, in Order No. 24414 issued April 22, 1991, revoked Kings Point Utility, Inc.'s water and wastewater certificates. Previously, on April 1, 1991, the Circuit Court in Osceola County appointed the City of Kissimmee as receiver for the purpose of bringing the water and wastewater systems into compliance with environmental regulations. The water system was in substantial compliance at the time of initiation of the receivership, and very little was left to be done to bring the wastewater system into compliance.

The City of Kissimmee continued to operate the wastewater system out of compliance with environmental regulation for several years without interference from the Department of Environmental Protection. Had Kings Point Utility, Inc. continued control over the wastewater system, it would have been brought into compliance sooner. However, since the City had excess capacity in its wastewater plant and wanted to connect an adjacent utility to its system, it chose to demolish Kings Points' wastewater plant and interconnect it with the City's wastewater system. Since it was over taking this action, it also chose to interconnect the Kings Point water system with the City's system.

PART IV RATES AND TARIFFS

- A. The current rates were established by Order of the Court overseeing the receivership of the Utility Systems when they were exempt from Florida Public Service Commission jurisdiction. Appropriate rates in a going forward basis are set forth in the pro forma statements included in Exhibit "B". See Commission Order No. 25213 dated October 14, 1991. Although the service availability charges have not been approved by the Court, they are the same as imposed by the City on similar customers.
- B. The original and two copies of water and wastewater tariffs containing all rates, classifications, charges, rules and regulations are attached hereto as Exhibit "C".

PART V TERRITORY DESCRIPTION AND MAPS

A. TERRITORY DESCRIPTION

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 is currently serving is attached hereto as Exhibit "D".

B. TERRITORY MAPS

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 is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning is attached hereto as Exhibit "E".

C. SYSTEM MAPS

One copy of detailed map(s) showing existing lines, facilities and the territory being served is attached hereto as Exhibit "F". A full size copy of the system maps will be provided to the appropriate staff.

PART VI NOTICE OF ACTUAL APPLICATION

A. Late Filed Exhibit "G" is an affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

1. the governing body of the municipality, county or counties in which the system or territory proposed to be served is located;
2. the privately owned water utility that holds a certificate granted by the Public Service Commission and that is located within the county in which the utility or the territory proposed to be served is located;
3. if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
4. the regional planning council;
5. the Office of Public Counsel;
6. the Public Service Commission's Director of Records and Reporting;
7. the appropriate regional office of the Department of Environmental Protection; and
8. the appropriate water management district;

B. An affidavit which will be filed as Late Filed Exhibit "H" is the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system.

- C. Immediately upon completion of publication, Applicant will file an affidavit that the notice of actual application was published once a week in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit and will be filed as Late Filed Exhibit "I".

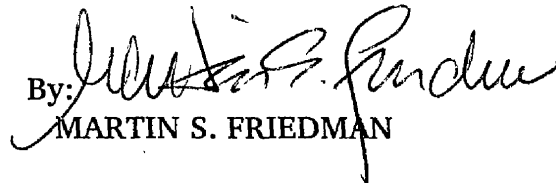
PART VII FILING FEE

Indicate the filing fee enclosed with the application:

\$ 1,500.00 for water and \$1,500.00 for wastewater.

Respectfully submitted on this
3rd day of July, 2001, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555

By: 
MARTIN S. FRIEDMAN

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF OSCEOLA

I, Walter L. Medlin, do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

FURTHER AFFIANT SAYETH NAUGHT.

Walter L. Medlin
President

Sworn to and subscribed before me this ____ day of July, 2001, by Walter L. Medlin, who is personally known to me or who provided _____ as identification.

Print Name: _____
NOTARY PUBLIC
My Commission Expires:

LAND LEASE

WILLIAM R. WRIGHT, TRUSTEE (hereinafter "Wright" or "Landlord"), hereby leases to KINGS POINT UTILITY, INC., a Florida corporation (hereinafter "Kings Point" or "Tenant"), the property described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter known as "the property"), for use in the production and treatment of potable water and the treatment and disposal of sanitary sewer services, and the parties do hereby further agree as follows:

1. Purpose:

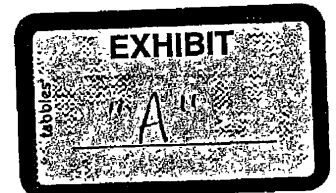
The purpose of the Lease is for the Tenant to lease from Landlord property upon which to construct water wells, water treatment facilities, sewage treatment facilities, and to the extent necessary, sewage effluent disposal facilities, all to be located on the property. Tenant may construct any and all facilities appurtenant to and reasonably necessary for water and sewage treatment, water withdrawal and sewage effluent disposal, and in addition the Tenant shall have the right to drill wells and take water at tenant's expense.

2. Term:

The term of this Lease shall be fourty (40) years commencing on February 1, 1990, and terminating on January 31, 2030. Any extension or additional lease beyond the initial term of this agreement shall be as a result of negotiation between the parties.

3. Rent, Tenant's Right With Respect to Termination; and Proration:

A. The Tenant hereby agrees to pay to the Landlord on or before the first of each month rental payments equal to the greater of Eighteen Hundred Dollars, (\$1,800.00) plus tax or, one-twelfth (1/12) of the total yearly rent calculated in accordance with the formula as set out below. Yearly rental payment shall be determined by applying the equity return percentage, last authorized for the utility by the Florida Public Service Commission, to the original cost of the property to the party first acquiring same, plus an adjustment for inflation, the cost of any interest, direct or indirect overheads, or any improvements to the property undertaken subsequent to the original purchase and prior



to the expiration of this Lease. If the property were purchased as separate parcels or as part of a larger parcel, the price paid by that party shall be determined based on a pro rata application of the cost per acre for the larger parcel unless a greater cost associated with a particular parcel is demonstrated. Direct and indirect overheads shall also be applied on a pro rata basis unless specific overheads can be shown to be directly related to the parcel used for each utility purpose, in which case the actual overheads related to that parcel shall be utilized. The same treatment of pro rata distribution of costs for improvements and interest cost shall be utilized unless direct costs are demonstrated to be more appropriate.

B. During the said term of this Lease, in the event that the Tenant is unable to obtain the permits required for its proposed use of the subject premises which prevents Tenant from being able to initiate the provision of water and/or sewer service, then Tenant shall have the option to cancel this agreement, with all sums previously paid being retained by the Landlord.

C. During the term of this Lease, if water and sewer service from a governmental authority or regional facility is made available and operational to the area being serviced by Tenant, then Landlord shall have the right to terminate the Lease. Within sixty (60) days of such termination, Tenant shall remove the facilities from the property and restore the property to the original condition.

4. Curing of Defaults:

A. Landlord does hereby grant Tenant the right to cure any defaults for nonpayment of rent within thirty (30) days after the rent was due.

B. The Tenant shall have the right, but not the obligation to cure any and all defaults of the Landlord, including mortgage defaults, and in the event the Tenant expends any sums to secure said Landlord's default, including making any mortgage payments to the Landlord's mortgagee, such as payments of any principal, interest or attorney's fees, the Tenant shall have the complete right of offsetting against the rental payments due under this Lease.

5. Enforcement:

A. In the event Tenant shall fail to make any payments required herein within twenty-five (25) days of the time that the same becomes due, the Landlord shall notify the Tenant by hand delivery or certified mail that if payment is not made within five (5) days this Lease may be cancelled and the option renewals provided herein would be void.

B. In the event of any court action concerning this Lease, the non-prevailing party shall pay all costs of the action including reasonable attorney's fees for the other party's attorney, which attorney's fees shall include any fees and costs of appeal.

6. Care of Property:

A. The Tenant shall neither commit, permit, nor suffer any waste or deterioration of the subject property, unless agreed to by both parties.

B. Upon the termination of the Lease, at the option of the Landlord, the Tenant agrees to remove the structural improvements on the subject property, and to leave any dirt and fill added to the subject property. The Tenant shall be responsible for grading the subject property and filling any holes left on the subject premises. The Tenant further agrees to abide by all laws and ordinances concerning the construction and operation of the water and sewage treatment facilities and beautification thereof, as well as the removal or dismantling thereof.

C. Landlord acknowledges that the Tenant shall have title to and right to construct and maintain the required water and sewage treatment facility improvement, including all necessary signs and placement of trade fixtures, but shall have obligation to remove same upon termination of the Lease, including obligation to remove all underground pipes or force mains. In the event Tenant does not promptly remove the structural improvements from the described property, the Landlord shall have the right to remove said property at Tenant's expense.

7. Environmental Matters:

A. In addition to the other agreements of Tenant contained in this lease, Tenant will strictly comply, at its sole cost and expense, with any and all applicable federal, state and local environmental laws, rules, regulations, permits and orders affecting the premises and the operations of Tenant conducted on the premises, whether now in effect or as may be promulgated hereafter, and as may be amended from time to time (hereinafter referred to as "Environmental Laws"), and Tenant will obtain and strictly comply with, at its sole cost and expense, all federal, state and local permits and other governmental approvals in connection with Tenant's use and occupancy of the premises. Tenant acknowledges that landlord makes no representations, express or implied, concerning the availability or likelihood of obtaining any required permits or approvals for tenant to conduct its business operation on the premises.

B. Without limiting the generality of subparagraph A. above, Tenant, at its sole cost and expense, will strictly comply with any and all applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport, disposal and presence of any "Hazardous Materials" on the premises without Landlord's express prior written consent, which consent Landlord may grant or withhold in its sole discretion. As used in this Section, the term "Hazardous Materials" shall mean any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants" or other pollution under any applicable Environmental Laws. Notwithstanding anything to the contrary contained herein, Landlord's consent to any action by Tenant shall not operate to relieve Tenant of the obligation to comply with all of the provisions of this Section. Tenant will not permit or allow, and will take all actions necessary to avoid, the occurrence of any spills of Hazardous Materials on or off the premises as a result of any construction on or use of the premises. Tenant shall promptly advise Landlord in writing immediately upon becoming aware of (1) the existence of any spills,

releases or discharges of Hazardous Materials that occur on or onto the premises, or off the premises as the result of any construction on or use of the premises, and of any existing or threatened violation of this Section; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened by any governmental authority with respect to the premises from time to time under any applicable Environmental Laws; (iii) any and all claims made or threatened by any nongovernmental party against Tenant or the premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials or any violation of applicable Environmental Laws; and (iv) Tenant's discovery of any occurrence or condition on any real property adjoining or in the immediate vicinity of the premises that could cause the premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the premises under any Environmental Laws. Tenant acknowledges that it has inspected the premises and has undertaken all appropriate inquiry into the present and past uses of the premises consistent with good commercial practice to minimize potential liability for violations of any and all Environmental Laws.

C. Without Landlord's prior written consent, Tenant shall not enter into any settlement, consent or compromise with respect to any "Environmental Claim(s)," as hereinafter defined, provided, however, that Landlord's prior consent shall not be necessary for Tenant to take any remedial action if ordered by a court of competent jurisdiction or if the presence of Hazardous Materials at the Premises poses an immediate, significant threat to the health, safety or welfare of any individual or otherwise requires an immediate remedial response. As used in this Section, "Environmental Claim(s)," shall mean any claim(s) or cause(s) of action resulting from the failure of Tenant or the premises to comply with any Environmental Law relating to Hazardous Materials, industrial hygiene or environmental conditions. In any event, Tenant shall promptly notify Landlord of any action so taken.

Tenant is in compliance with the provisions of this Section and all Environmental Laws. Tenant and its agents shall cooperate with Landlord and its agents in connection with the conduct of such investigations. In the event such investigations disclose that Tenant is in default under this Section, Tenant shall, immediately upon demand, reimburse Landlord for all costs and expenses of such investigations; moreover, Landlord may, at its option, undertake such steps as it deems necessary to cure such default and to bring the premises into compliance with the terms of this Section, and Tenant shall, immediately upon demand, reimburse Landlord for all costs and expenses incurred in curing such default and bringing the premises into compliance with the terms of this Section.

F. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, costs, and expenses (including without limitation reasonable attorney's fees and costs at trial and all appellate levels), arising directly or indirectly from, or in any way connected with: (i) the presence, or use, generation, treatment or storage on, under or about the premises of any Hazardous Materials on the premises, or the disposal or release of Hazardous Materials on the premises, whether or not expressly approved by Landlord in writing, (ii) the presence of any Hazardous Materials off the premises as the result of any use of the premises, (iii) any violation or alleged violation of any Environmental Law including, but not limited to, violations of the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 and regulations promulgated thereunder, as the same may be amended from time to time, (iv) the costs of any necessary inspection, audit, cleanup or detoxification of the Premises under any Environmental Laws, and the preparation and implementation of any closure, remedial or other required plans, consent orders, license applications or the like, or (v) any default by Tenant under this Section. All sums paid and costs incurred by Landlord with respect to any Environmental Claim or any other matter indem-

nified against hereunder shall be due and payable by Tenant immediately upon demand. The indemnification contained herein shall survive the termination of the leasehold estate created hereby and any assignment by Landlord of its rights under this lease.

G. Any breach of the covenants, representations or warranties contained in this Section shall constitute a default under this lease, and shall entitle Landlord to immediately terminate this lease. No waiver of any breach of any provision of this Section shall constitute a waiver of any preceding or succeeding breach of the same, or any other provision hereof.

8. Insurance and Destruction of the Premises:

A. In the event of damage to the water and/or sewage treatment facilities, the option to repair or rebuild shall be that of the Tenant, and Landlord waives any right to any insurance proceeds under hazard insurance policies insuring the subject premises if Tenant does repair or rebuild such damage. In the event Tenant elects not to rebuild the damaged facilities, Landlord shall be entitled to insurance proceeds as are necessary for Tenant to comply with all of its obligations under the terms of this lease.

B. The Tenant agrees to maintain hazard insurance on the subject property and liability insurance on the subject property which shall insure the Landlord as well as Tenant against any liability for accidents which might occur on the subject property, or as a result of the activities of Tenant on such property.

9. Establishment of Water and Sewage Treatment Facilities:

A. The parties agree to cooperate in all respects with the establishment of the water and sewage treatment facilities described in this lease and to execute any and all documents necessary for the construction and permitting of said facilities and to be present at any facilities and to be present at any hearings as necessary including, but not limited to, a public utility application. Accordingly, the Landlord specifically consents to the Tenant establishing the water and sewage treatment facilities located on the subject property as a public utility in the event

Tenant so elects. The parties further agree to take no action directly or indirectly to adversely affect the water or sewage treatment facility or the development of the remaining land titled in the Landlord.

B. Notwithstanding the cooperation required between Landlord and Tenant under this Lease, the parties hereto do hereby expressly state that this Agreement reflects their intention to enter into a Lease and is not to be construed in any way as a joint venture and/or partnership between Landlord and Tenant.

10. Right to Assign Lease:

The rights of the Tenant under this Lease may not be assigned and/or subleased by the Tenant without the express written consent of the Landlord. The Landlord reserves the right to re-negotiate the Lease in its entirety upon transfer of utility facilities, or the controlling interest therein, to a third party.

11. Either party shall have the right but not the obligation to record this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of April, 1990.

WITNESSES:

KINGS POINT UTILITY, INC.

Donna L. Allen
Debra C. Davis

BY: [Signature]
Walter L. Medlin, President

Donna L. Allen
Debra C. Davis

BY: William R. Wright TRUSTEE
WILLIAM R. WRIGHT, TRUSTEE

EXHIBIT A
LEGAL DESCRIPTION

Commence at the Southeast corner of Lot 56, KINGS POINT SUBDIVISION, as recorded in Plat Book 2, at pages 108 and 109 of the Official Records of Osceola County, Florida; thence run S 89 degrees 55 minutes 10 seconds East, a distance of 30.10 feet to the Point of Beginning; thence run South a distance of 160.0 feet; thence run East a distance of 19.80 feet to a Point of Curve; thence with the arc of a curve to the Southeast having for its elements a radius of 130.0 feet, a central angle of 85 degrees 35 minutes 34 seconds, a distance of 194.20 feet to a Point on Curve; thence run East departing said curve 150.53 feet; thence run North a distance of 288.14 feet; thence run N 89 degrees 55 minutes 10 seconds W, a distance of 300.00 feet to the Point of Beginning.

AND

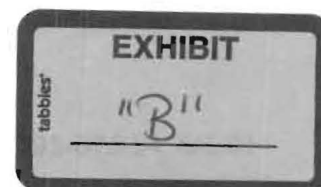
Begin at the Southeast corner of Lot 90, KINGS POINT SUBDIVISION, as recorded in Plat Book 2, at pages 108 and 109 of the Official Records of Osceola County, Florida; thence run 210.00 feet; thence run South 58.30 feet; thence run S 89 degrees 55 minutes 00 seconds E, a distance of 200.00 feet; thence run N 08 degrees 50 minutes 23 seconds E, a distance of 59.21 feet to the Point of Beginning.

Kings Point Utility, Inc.
Proforma Balance Sheet

For Years Ending December 31,	2000	1999
<i>Assets</i>		
Contributed Assets (CIAC)	\$ 132,711	\$ 132,711
Utility Plant in Service	154,154	154,154
Accumulated Depreciation & Amortization	(183,853)	(176,754)
Net Utility Plant	<u>\$ 103,012</u>	<u>\$ 110,111</u>
Cash	\$ -	\$ 17,430
Customer Accounts Receivable	-	-
Other Assets ⁽¹⁾	267,339	267,339
Accumulated Amortization	(49,014)	(40,102)
Total Assets	<u><u>\$ 321,337</u></u>	<u><u>\$ 354,778</u></u>
<i>Liabilities and Owners Equity</i>		
<i>Liabilities</i>		
Cash Deficit ⁽³⁾	\$ 77,266	\$ -
Accounts Payable	-	-
Notes Payable	-	-
Long Term Debt	343,154	353,897
Other Liabilities ⁽²⁾	710,019	741,293
Total liabilities	<u>\$ 1,130,440</u>	<u>\$ 1,095,190</u>
<i>Owner's equity</i>		
Paid in Capital	\$ -	\$ -
Retained Earnings	(941,814)	(873,124)
Contributed assets (CIAC)	132,711	132,711
Total owner's equity	<u>\$ (809,103)</u>	<u>\$ (740,413)</u>
Total Liabilities and Owner's Equity	<u><u>\$ 321,337</u></u>	<u><u>\$ 354,778</u></u>

Notes:

- (1.) Intangible asset of off-site water and wastewater improvements and 30-year agreement with City of Kissimmee for wholesale water and wastewater service. These amounts are stated at cost less \$100,000 grant applied by the City of Kissimmee.
- (2.) \$201,228 of these liabilities were provided to the City by Kings Point Utility, Inc., at the time the City became the Receiver; the Receiver has no information regarding the validity of these liabilities or whether they have ever been paid.
- (3.) Funding required from non-utility operations.



Kings Point Utility, Inc.
 Proforma Income Statement
 For Year Ending December 31, 2000

	Water	Sewer	Total
Gross Revenues			
Residential	\$ 40,722	\$ 78,966	\$ 119,688
Commercial	-	-	-
Total Revenues	<u>\$ 40,722</u>	<u>\$ 78,966</u>	<u>\$ 119,688</u>
Operating Expense			
Purchase Water	\$ 11,143	\$ -	\$ 11,143
Purchase Sewer	-	35,965	35,965
Contract Services	1,200	1,200	2,400
Utilities (Electric)	-	1,500	1,500
Supplies	300	300	600
Billing Services	3,197	2,045	5,242
Acct & Record Keeping	5,328	3,408	8,736
A&G	600	600	1,200
Insurance	400	400	800
Land Lease, allowable portion	-	1,733	1,733
Bad Debt Expense	100	100	200
Miscellaneous	100	100	200
Total Operating Expense	<u>\$ 22,367</u>	<u>\$ 47,351</u>	<u>\$ 69,718</u>
Other Operating Expenses			
Depreciation	\$ 1,936	\$ 1,845	\$ 3,781
Intangible Asset Amortization	2,955	5,957	8,911
Regulatory Fees	-	-	-
Taxes Other Than Income	-	-	-
Income Taxes	3,233	5,718	8,951
Total Other Operating Expense	<u>\$ 8,123</u>	<u>\$ 13,520</u>	<u>\$ 21,643</u>
Total Expenses	\$ 30,491	\$ 60,871	\$ 91,362
Other Income	\$ -	\$ -	\$ -
Other Deductions	-	-	-
Net Utility Income (Loss)	<u>\$ 10,231</u>	<u>\$ 18,095</u>	<u>\$ 28,326</u>

Schedule 2
Kings Point Utility, Inc.
Proforma Rate Base
For Year Ending December 31, 2000

	<u>Water</u>	<u>Sewer</u>	<u>Total</u>
Utility Plant In Service	\$ 219,071	\$ 335,133	\$ 554,204
Less:			
Nonused And Useful	\$ -	\$ -	\$ -
Accumulated Depreciation	104,564	128,303	232,867
Accumulated Amortization	-	-	-
C I A C	52,459	80,252	132,711
Advances for Construction	-	-	-
Subtotal	<u>\$ 62,048</u>	<u>\$ 126,578</u>	<u>\$ 188,626</u>
Additions:			
Accumulated Amortization of C I A C	\$ 34,667	\$ 42,537	\$ 77,204
Construction	-	-	-
Subtotal	<u>\$ 96,715</u>	<u>\$ 169,115</u>	<u>\$ 265,830</u>
Plus or Minus:			
Acquisition Adjustments	\$ -	\$ -	\$ -
Accumulated Amortization of			
Acquisition Adjustments	-	-	-
Working Capital Allowance	5,592	11,838	17,430
Other	-	-	-
Subtotal	<u>\$ 5,592</u>	<u>\$ 11,838</u>	<u>\$ 17,430</u>
Rate Base	<u>\$ 102,307</u>	<u>\$ 180,953</u>	<u>\$ 283,260</u>

Note: Based on Rate Base Calculation provided in FPSC Annual Report for a Class "A" or "B" Water and Wastewater Utility.

Schedule 2A
Kings Point Utility, Inc.
Utility Operations Revenue Requirements

	Unit Costs	Water			Sewer	Total	Schedule
		Residential	Irrigation	Total			
O & M Expenses							
Purchased Service							
Water ⁽¹⁾	\$ 0.76	\$ 8,200	\$ 2,943	\$ 11,143	\$ -	\$ 11,143	2B & 2C
Sewer ⁽¹⁾	\$ 3.29	-	-	-	35,965	35,965	2B & 2C
Contract Services	\$ 100.00	883	317	1,200	1,200	2,400	Est.
Utilities (Electric)		-	-	-	1,500	1,500	Est.
Supplies	\$ 25.00	221	79	300	300	600	Est.
Billing Services	\$ 1.20	2,059	1,138	3,197	2,045	5,242	Est.
Accounting & Record Keeping	\$ 2.00	3,432	1,896	5,328	3,408	8,736	Est.
A&G	\$ 50.00	442	158	600	600	1,200	Est.
Insurance		294	106	400	400	800	Est.
Land Lease - Allowable Portion ⁽²⁾		-	-	-	1,733	1,733	
Property Taxes		-	-	-	-	-	
Bad Debt		74	26	100	100	200	Est.
Miscellaneous		74	26	100	100	200	Est.
Depreciation		1,425	511	1,936	1,845	3,781	4
Intangible Asset Amortization		2,174	780	2,955	5,957	8,911	4
Subtotal		\$ 19,277	\$ 7,981	\$ 27,258	\$ 55,153	\$ 82,411	
Return on Investment	10.00%	7,235	2,995	10,231	18,095	28,326	2
Regulatory Fees	0.00%	0.03	0.01	0.04	0.08	0.12	
Income Tax							
State	5.00%	333	138	\$ 512	\$ 905	\$ 1,416	
Federal	28.00%	1,772	734	2,721	4,813	7,535	
Total Income Taxes		\$ 2,105	\$ 871	\$ 3,233	\$ 5,718	\$ 8,951	
Total Revenue Requirement		<u>\$ 28,617</u>	<u>\$ 11,848</u>	<u>\$ 40,722</u>	<u>\$ 78,966</u>	<u>\$ 119,688</u>	
Other Revenue Requirements							
Interest Expense on Long-Term Debt		\$ 2,850	\$ 1,023	\$ 3,873	\$ 7,809	\$ 11,682	5B
CIAC Amortization		965	346	1,311	2,006	3,318	4
		<u>\$ 3,815</u>	<u>\$ 1,369</u>	<u>\$ 5,184</u>	<u>\$ 9,815</u>	<u>\$ 15,000</u>	

Notes:

- (1) Wholesale water and sewer rates provided by the City of Kissimmee.
- (2) Total Leased Land comprises approximately 1.901 acres. Of this total parcel, the amount dedicated for water is approximately 0.274 acres while the amount dedicated for sewer is about 1.627 acres. There are no functioning water assets on the water parcel, therefore, no lease expense has been attributed to water. The wastewater pump station and related piping was estimated to utilize approximately 8.8% of the wastewater site. Therefore, lease expense is this percentage times the lease amount attributable to the wastewater site.

Schedule 2B
Kings Point Utility, Inc.
Proforma System Customer Statistics ⁽¹⁾
For Year Ending December 31, 2000

	Factors	Water			Sewer
		Residential	Irrigation	Total	Residential
Accounts		143	79	222	142
Average Monthly Flow		5,716	3,713	9,429	5,832
Annual Billable Flow (1,000s gallons)		9,809	3,520	13,329	9,938
Annual Flow With Unaccounted For Losses	10.00%	10,790	3,872	14,661	
Annual Flow With Inflow & Infiltration	10.00%				10,932
Water Purchased ⁽²⁾				\$ 11,143	
Sewer Purchased ⁽³⁾					\$ 35,965
ERCs @ 350 GPD				104	
ERCs @ 280 GPD					107

Notes:

- (1) Customer statistics provided by the City of Kissimmee.
- (2) Product of the rate per 1,000 gallons and Annual Flow with Unaccounted for Losses.
See Schedule 2C for rates.
- (3) Product of the rate per 1,000 gallons and Annual Flow with Inflow and Infiltration.
See Schedule 2C for rates.

Schedule 2C
Kings Point Utility, Inc.
Proforma Water and Sewer Purchase Rates

	Rate per <u>1,000 gallons</u>	Monthly <u>Base Charge</u>
Water	\$ 0.76	\$ -
Sewer	\$ 3.29	\$ -
Base facility charge	\$ -	\$ -

Note: Wholesale rates provided by the City of Kissimmee.

Schedule 2D
Kings Point Utility, Inc.
Proforma User Rates
For Year Ending December 31, 2000

	Water	Sewer	Total
Base			
Revenue Requirements 40%	\$ 16,289	\$ 31,586	\$ 47,875
Base Rate Charges	\$ 6.11	\$ 18.54	
Commodity			
Revenue Requirements 60%	\$ 24,433	\$ 47,380	\$ 71,813
Volume Rates	\$ 1.83	\$ 4.77	
Total Requirements	\$ 40,722	\$ 78,966	\$ 119,688

Typical Bills

	Water	Irrigation	Sewer	Total Water and Sewer
Service Amount in Gal/mo ⁽¹⁾	5,716	3,713	5,832	
Typical Monthly Bill	\$ 16.59	\$ 12.92	\$ 46.34	\$ 62.93

Notes:

(1) Average usage provided by the City of Kissimmee. See Schedule 2B.

EXHIBIT "C"

Water and Wastewater Tariffs are located in Original Application

LEGAL DESCRIPTION

All of Section 1, Township 26 South, Range 29 East; all of Section 36, Township 25 South, Range 29 East, and that portion of Section 25, Township 25 South, Range 29 East located south of the Partin Canal.

EXHIBIT "D"

010941-WS

EXHIBIT "C"

Water and Wastewater Tariffs

WATER TARIFF

KINGS POINT UTILITY, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

KINGS POINT UTILITY, INC.
NAME OF COMPANY

1401 Pine Island Road

Kissimmee, Florida 34742

(ADDRESS OF COMPANY)

(813) 655-1122

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served	3.1-3.2
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	25.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Osceola

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
13565	8/3/84	830529-WS	Original Certificate
18027	8/24/87	870224-WS	Transfer

(Continued to Sheet No. 3.1)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All of Section 1, Township 26 South, Range 29 East; all of Section 36, Township 25 South, Range 29 East, and that portion of Section 25, Township 25 South, Range 29 East located south of the Partin Canal.

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

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

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

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

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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

(Continued to Sheet No. 6.1)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

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

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

RULES AND REGULATIONS

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

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

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

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

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

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

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

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

8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

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

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

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

(Continued on Sheet No. 9.0)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

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

- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly - as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 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.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	15.0
General Service, GS	12.0
Meter Test Deposit	16.0
Miscellaneous Service Charges	17.0
Multi-Residential Service, MS	14.0
Residential Service, RS	13.0
Service Availability Fees and Charges	18.0

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.
WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all Customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
3/4"	\$ 6.11

GALLONAGE CHARGE - \$ 1.83 per 1000

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -
- | <u>Meter Size</u> | <u>Base Facility Charge</u> |
|-------------------|-----------------------------|
| 3/4" | \$ 6.11 |
- GALLONAGE CHARGE - \$ 1.83 per 1000
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Original Certificate

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 14.0

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

HELD FOR FUTURE USE

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of N/A each year.

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

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u> - payable to the City of Kissimmee		
Residential-per ERC (__ GPD)	\$ 967.00	
All others-per gallon	\$	

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	22.0
APPLICATION FOR WATER SERVICE	21.0
COPY OF CUSTOMER'S BILL	23.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	20.0

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

NOT APPLICABLE

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

HELD FOR FUTURE USE

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 18.0
Service Availability Policy	26.0

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

Developers requesting service shall construct the on-site and off-site facilities to connect to the Company's existing water mains.

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER TARIFF

KINGS POINT UTILITY, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

KINGS POINT UTILITY, INC.

NAME OF COMPANY

1401 Pine Island Road

Kissimmee, Florida 34742

(ADDRESS OF COMPANY)

(813) 655-1122

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served	3.1-3.2
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	23.0
Standard Forms	18.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Osceola

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
13565	8/3/84	830529-WS	Original Certificate
18027	8/24/87	870224-WS	Transfer

(Continued to Sheet No. 3.1)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

All of Section 1, Township 26 South, Range 29 East; all of Section 36, Township 25 South, Range 29 East, and that portion of Section 25, Township 25 South, Range 29 East located south of the Partin Canal.

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

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

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	12.0
Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills	10.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts	10.0	21.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Policy Dispute	7.0	2.0
Protection of Company's Property	9.0	13.0
Refusal or Discontinuance of Service	7.0	5.0

(Continued to Sheet No. 6.1)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Right-of-way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

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

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

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

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

(Continued on Sheet No. 8.0)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.
WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

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

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

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

(Continued on Sheet No. 9.0)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly - as stated in the rate schedule.

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

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

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

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	15.0
General Service, GS	12.0
Miscellaneous Service Charges	16.0
Multi-Residential Service, MS	14.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
3/4"	\$ 18.54

GALLONAGE CHARGE - \$ 4.77 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 18.54

GALLONAGE CHARGE - \$ 4.77 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 14.0

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

HELD FOR FUTURE USE

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</u>

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u> <u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	
or		
Residential-per lot (__)foot frontage	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u> - Payable to the City of Kissimmee		
Residential-per ERC (__)GPD	\$2,128.00	
All others-per gallon	\$	

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

EFFECTIVE DATE -
TYPE OF FILING -Original Certificate

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	21.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

NOT APPLICABLE

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

HELD FOR FUTURE USE

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

Sheet Number

Schedule of Fees and Charges	Go to Sheet No. 17.0
Service Availability Policy	24.0

WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: KINGS POINT UTILITY, INC.

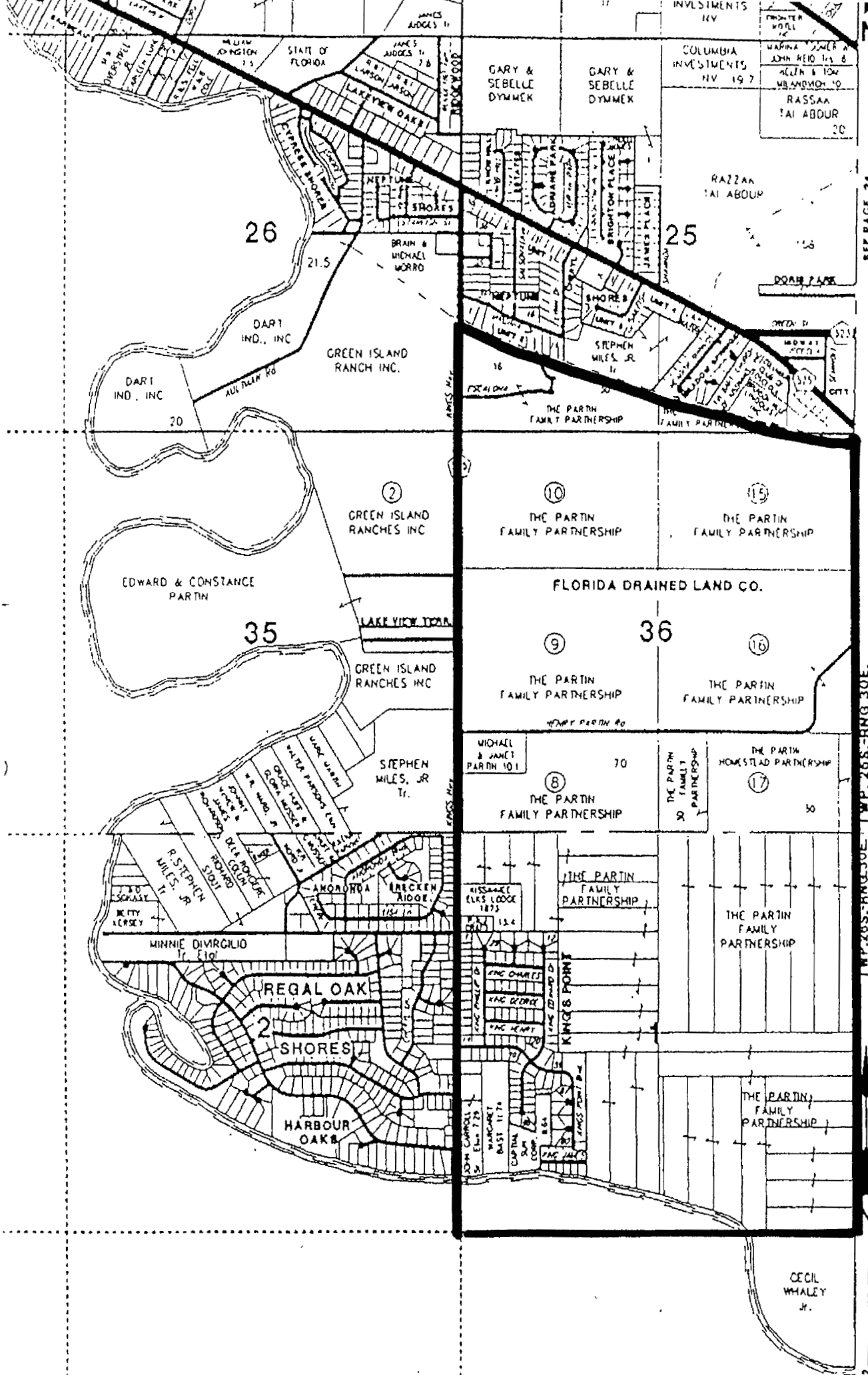
WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Developers requesting service shall construct the on-site and off-site facilities to connect to the Company's existing lift station.

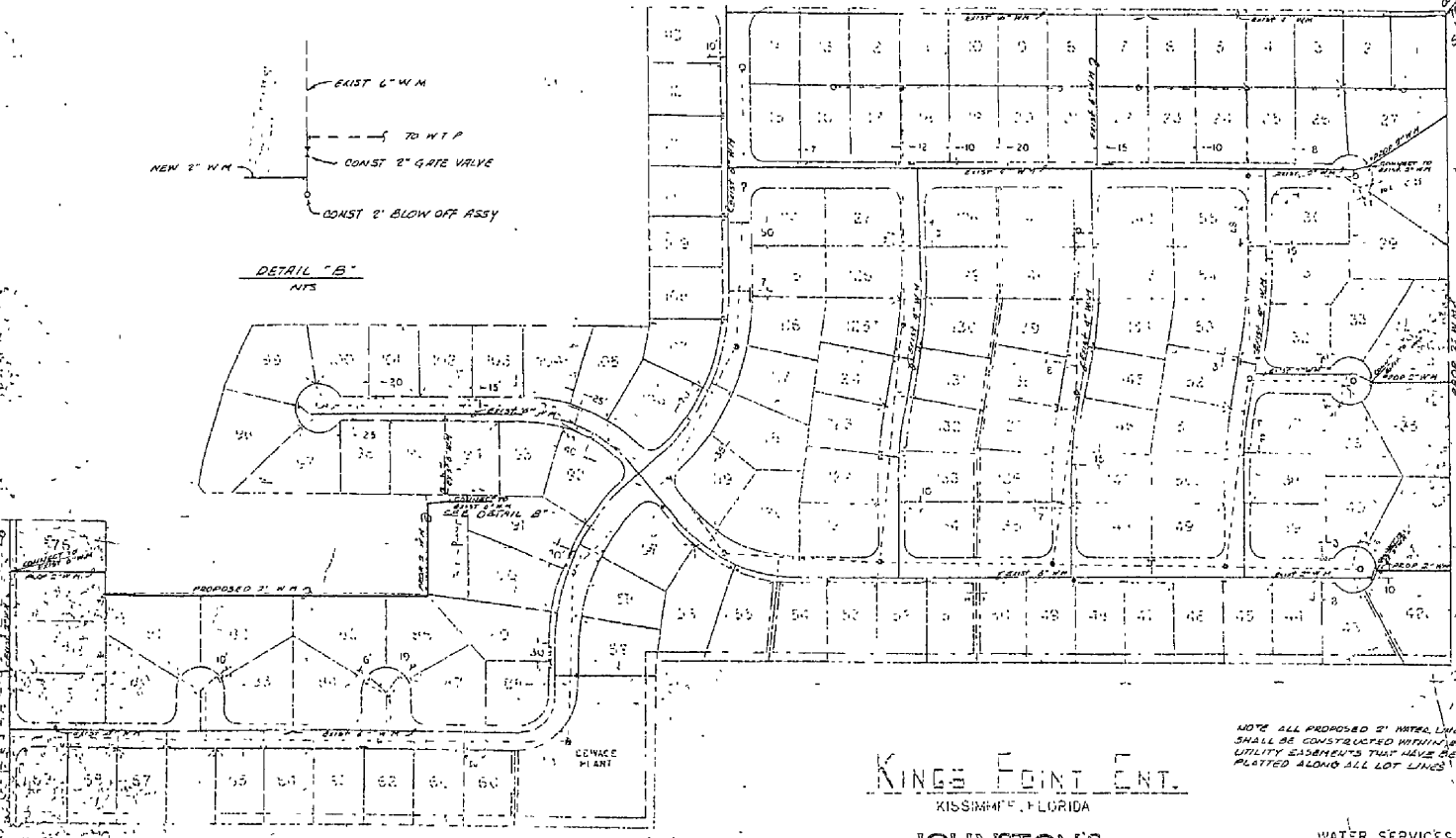
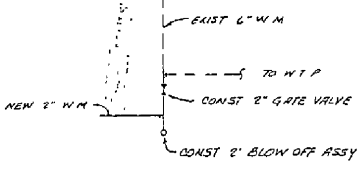
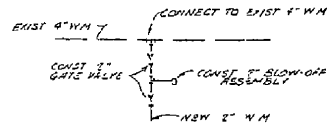
WALTER MEDLIN
ISSUING OFFICER

PRESIDENT
TITLE



21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 531
 532
 533
 534
 535
 536
 537
 538
 539
 540
 541
 542
 543
 544
 545
 546
 547
 548
 549
 550
 551
 552
 553
 554
 555
 556
 557
 558
 559
 560
 561
 562
 563
 564
 565
 566
 567
 568
 569
 570
 571
 572
 573
 574
 575
 576
 577
 578
 579
 580
 581
 582
 583
 584
 585
 586
 587
 588
 589
 590
 591
 592
 593
 594
 595
 596
 597
 598
 599
 600
 601
 602
 603
 604
 605
 606
 607
 608
 609
 610
 611
 612
 613
 614
 615
 616
 617
 618
 619
 620
 621
 622
 623
 624
 625
 626
 627
 628
 629
 630
 631
 632
 633
 634
 635
 636
 637
 638
 639
 640
 641
 642
 643
 644
 645
 646
 647
 648
 649
 650
 651
 652
 653
 654
 655
 656
 657
 658
 659
 660
 661
 662
 663
 664
 665
 666
 667
 668
 669
 670
 671
 672
 673
 674
 675
 676
 677
 678
 679
 680
 681
 682
 683
 684
 685
 686
 687
 688
 689
 690
 691
 692
 693
 694
 695
 696
 697
 698
 699
 700
 701
 702
 703
 704
 705
 706
 707
 708
 709
 710
 711
 712
 713
 714
 715
 716
 717
 718
 719
 720
 721
 722
 723
 724
 725
 726
 727
 728
 729
 730
 731
 732
 733
 734
 735
 736
 737
 738
 739
 740
 741
 742
 743
 744
 745
 746
 747
 748
 749
 750
 751
 752
 753
 754
 755
 756
 757
 758
 759
 760
 761
 762
 763
 764
 765
 766
 767
 768
 769
 770
 771
 772
 773
 774
 775
 776
 777
 778
 779
 780
 781
 782
 783
 784
 785
 786
 787
 788
 789
 790
 791
 792
 793
 794
 795
 796
 797
 798
 799
 800
 801
 802
 803
 804
 805
 806
 807
 808
 809
 810
 811
 812
 813
 814
 815
 816
 817
 818
 819
 820
 821
 822
 823
 824
 825
 826
 827
 828
 829
 830
 831
 832
 833
 834
 835
 836
 837
 838
 839
 840
 841
 842
 843
 844
 845
 846
 847
 848
 849
 850
 851
 852
 853
 854
 855
 856
 857
 858
 859
 860
 861
 862
 863
 864
 865
 866
 867
 868
 869
 870
 871
 872
 873
 874
 875
 876
 877
 878
 879
 880
 881
 882
 883
 884
 885
 886
 887
 888
 889
 890
 891
 892
 893
 894
 895
 896
 897
 898
 899
 900
 901
 902
 903
 904
 905
 906
 907
 908
 909
 910
 911
 912
 913
 914
 915
 916
 917
 918
 919
 920
 921
 922
 923
 924
 925
 926
 927
 928
 929
 930
 931
 932
 933
 934
 935
 936
 937
 938
 939
 940
 941
 942
 943
 944
 945
 946
 947
 948
 949
 950
 951
 952
 953
 954
 955
 956
 957
 958
 959
 960
 961
 962
 963
 964
 965
 966
 967
 968
 969
 970
 971
 972
 973
 974
 975
 976
 977
 978
 979
 980
 981
 982
 983
 984
 985
 986
 987
 988
 989
 990
 991
 992
 993
 994
 995
 996
 997
 998
 999
 1000



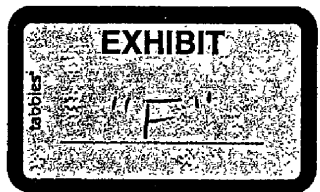


KINGS POINT ENT.
KISSIMMEE, FLORIDA

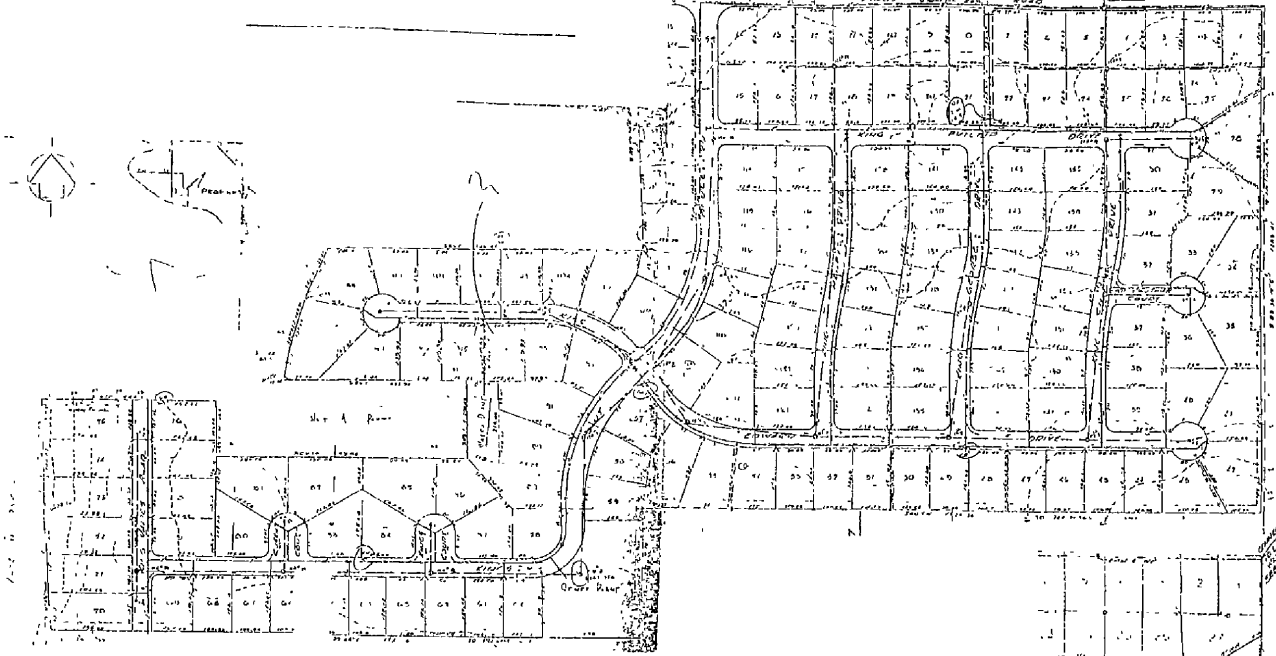
JOHNSTON'S ENGINEERS, INC.
ENGINEERING • SURVEYING • PLANNING
600 Shady Lane, Kissimmee, Florida 32742-8633
(407) 847-2174 • Fax (407) 847-8148

NOTE ALL PROPOSED 2" WATER LINES SHALL BE CONSTRUCTED WITHIN EXISTING UTILITY EASEMENTS THAT HAVE BEEN PLATTED ALONG ALL LOT LINES

WATER SERVICES - I
SEWAGE SERVICES - K



ROADS KNOWN TO
SPRING TOWN
TOWNSHIP



SEE 2
LOOP

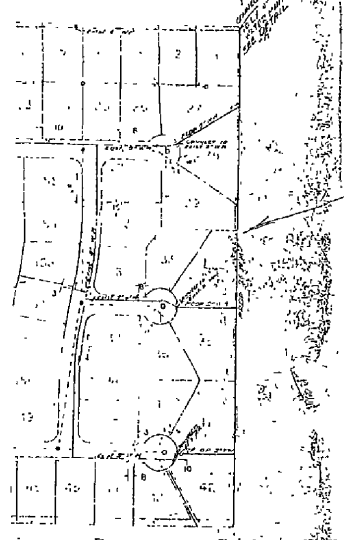
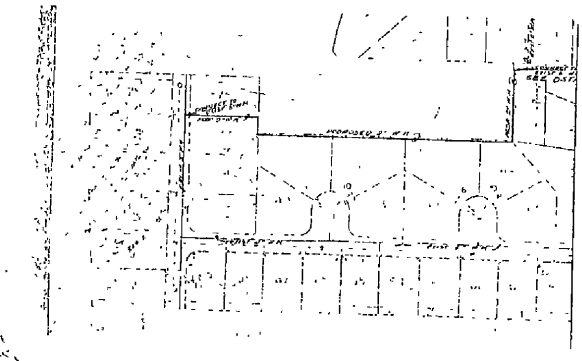


EXHIBIT "G"

Affidavit will be late filed

EXHIBIT "H"

Affidavit will be late filed