

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

12 0014-WS

COMMISSION
CLERK

12 JAN 13 PM 3:25

RECEIVED-FPSC

The undersigned hereby makes application for the sale, assignment or transfer of all of W.P. Utilities, Inc. Water Certificate No. 548W and Wastewater Certificate No. 478S or facilities in Palm Beach County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

W.P. Utilities, Inc.

Name of Utility

(561) 433-8223

Phone No.

(561) 969-6292

Fax No.

3500 W. Lantana Road

Office Street Address

Lantana

City

FL

State

33462

Zip Code

N/A

Mailing address if different from street address

N/A

Internet address if applicable

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

Roger E Medema	(561) 433-8223	
Name	Phone No.	
3500 W. Lantana Road		
Street address		
Lantana	FL	33462
City	State	Zip Code

C) The full name (as it will appear on the certificate), address and telephone number of the buyer:

CAP Utilities, LLC		
Name of Utility		
714.432.9800	714.432.9801	
Phone No.	Fax No.	
3500 W. Lantana Road		
Office street address		
Lantana	FL	33462
City	State	Zip Code
385 Clinton Street, Costa Mesa, CA 92626		
Mailing address if different from street address		
N/A		
Internet address if applicable		

D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship

Other:

Limited Liability Company

(specify)

- E) The date and state of incorporation or organization of the buyer:
October 13, 2011 State of Delaware – Palm Breezes MHP LLC
- F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

N/A

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

**Brand Broadway Associates, A California Limited Partnership – 100% interest
(see Exhibit VI)**

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

W.P. Utilities Inc. purchases potable water and wastewater treatment and disposal services from the City of Lake Worth and resells these services to the residents of Palm Breezes Club Mobile Home Park. Palm Breezes Club Mobile Home Park was developed by Homeland Development Corporation and is wholly owned by Roger E. Medema. W.P. Utilities is also wholly owned by Roger E. Medema. W.P. Utilities, Inc. owns the water distribution and wastewater collection lines within the Palm Breezes Club Mobile Home Park and was formed for the purpose of operating, administering, and maintaining the on-site water distribution and wastewater collection lines within the park.

Pursuant to a purchase agreement, Homeland Development Corporation, Roger E. Medema and W.P. Utilities, Inc., collectively as seller, agreed to sell the Palm Breezes Club Mobile Home Park and the utility operation to Palm Breezes MHP, LLC, a Delaware limited liability company that has qualified to do business in Florida. Palm Breezes MHP, LLC is wholly owned by Brand-Broadway Associates, A California Limited Partnership ("BBA"). The General Partner of BBA is Norton S. Karno and the Limited Partners of BBA are members of, or trusts for the benefit of, his family.

Cal-Am Properties, Inc. is in the business of managing and operating properties throughout the United States (most of which are mobile home parks and recreational vehicle parks) most of which are owned directly or indirectly by Norton S. Karno and his family. The owners of Cal-Am Properties, Inc. are the daughter and son-in-law of Norton S. Karno and trusts for their children (who are some of Norton S. Karno's

grandchildren). **Palm Breezes MHP, LLC has engaged the services of Cal-Am Properties, Inc. to provide property management services at the Palm Breezes Club Mobile Home Park.**

Cal-Am Properties, Inc. has formed, and is the sole member of, CAP Utilities, LLC, a Florida limited liability company, to become the transferee of the Certificates from and after the closing of the purchase of the Palm Breezes Club Mobile Home Park and to continue to purchase potable water and wastewater treatment and disposal services from the City of Lake Worth and to resell those services to the residents of that property. Cory S. Sukert, the President of Cal-Am Properties, Inc., is the Manager of CAP Utilities, LLC and the son-in-law of Norton S. Karno and individually and as trustee of several trusts, is a limited partner in BBA.

Transfer of the operations of W.P. Utilities, Inc. to CAP Utilities, LLC is in the public interest and will benefit customers by allowing for the seamless, continued on-site maintenance and operation of the distribution and collection systems. It is anticipated that current staff members will continue to work in the same capacity providing services such as meter reading; handling customer billing, mailing and complaints; lift station maintenance; line flushing; meter change outs; checking lines for leaks and other miscellaneous repairs.

Cal-Am Properties, Inc., in managing over fifty (50) properties, employs staff members who are experienced in all the same areas of utility billing and maintenance. Upon the transfer of the Certificates, Cal-Am Properties, Inc. will cause its subsidiary, CAP Utilities, Inc., to fulfill the commitments, obligations and representations of the Certificates holder with respect to the potable water and wastewater treatment and disposal operations at the Palm Breezes Club Mobile Home Park as had been performed by W.P. Utilities, Inc. prior to the transfer. As evidenced by the Financial Statements (Exhibit I) provided with this application, Cal-Am Properties, Inc. has the financial and economic resources to cause its subsidiary, CAP Utilities, LLC, to continue to successfully operate and maintain the systems and provide utility services within the requirements of Chapter 367, Florida Statute.

- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

There are no other locations owned by the Buyer, Palm Breezes MHP, LLC, or the applicant of the transfer of the Certificates, CAP Utilities, LLC (an affiliate of Buyer, wholly owned by the Buyer's property manager, Cal-Am Properties, Inc.).

However, Cal-Am Properties, Inc., the sole owner of CAP Utilities, LLC, is experienced in water and wastewater billing and maintenance. Cal-Am Properties, Inc. manages over

fifty (50) properties, of which approximately thirty-seven (37) are being billed and maintained in the areas of waste and/or wastewater (see list attached as Exhibit II).

C) A copy of the contract for sale and all auxiliary or supplemental agreements (**Exhibit III**), which shall include, if applicable:

(1) Purchase price and terms of payment.

The total purchase price is \$77,500 payable at closing.

(2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

All water and wastewater utility plant assets/facilities are being acquired by Buyer, Palm Breezes MHP, LLC from Homeland Development Corporation, Roger E. Medema and W.P. Utilities, Inc. as part of its purchase of the Palm Breezes Club Mobile Home Park and no plant facilities are excluded. Palm Breezes MHP, LLC and CAP Utilities, LLC are entering into a long-term lease of those utility plant assets/facilities, including the right to use all of the equipment and pursuant to that long term lease, CAP Utilities, LLC is obligated to maintain all of that equipment, to provide the potable water and wastewater treatment and disposal services to the residents at the property.

The liabilities of W.P. Utilities, Inc. relating to its provision of such services under the Certificates prior to the transfer of the Certificates to CAP Utilities, LLC are not being assumed.

(3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

Palm Breezes MHP, LLC, the Buyer of the subject property, is paying the processing and filing fee costs associated with the application for Florida Public Service Commission approval to transfer W.P. Utilities, Inc.'s water and wastewater Certificates to CAP Utilities, LLC. The purchase price for the Property being paid by Palm Breezes MHP, LLC to the Seller, Homeland Development Corporation, Roger E. Medema and W.P. Utilities, Inc. includes the acquisition of the ownership of the utility facilities and equipment and the transfer of the Certificates and no allocation of that purchase price among the land, its various improvements (which include a Clubhouse, streets and other facilities in addition to the utility facilities) and equipment (which include, but are not limited to equipment used in connection with the utilities) have not been made by the parties.

The contract for sale shall also provide for the disposition, where applicable, of the following:

(a) Customer deposits and interest thereon;

There are no customer deposits.

(b) Any guaranteed revenue contracts;

There are no guaranteed revenue contracts

(c) Developer agreements;

There are no developer agreements.

(d) Customer advances;

There are no customer advances.

(e) Debt of the utility; and

Non Delinquent utility billing, non-delinquent tangible Property taxes, premiums on insurance acceptable to Palm Breezes MHP, LLC and any other expenses of W.P. Utilities, Inc. shall be prorated as of the close of escrow.

Any debt of W.P. Utilities will not be assumed, therefore any interest on any debt will be paid by W.P. Utilities.

Any bond or assessment which is a lien on the property shall be paid off by W.P. Utilities, Inc.

(f) Leases.

Security deposits, advance rentals, and consideration involving future lease credits shall be credited to Palm Breezes MHP, LLC.

D) Exhibit - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

All regulatory assessment fees shall be prorated between W.P. Utilities, Inc. and CAP Utilities, LLC as of the transfer of the Certificates based upon the period or periods as to which such fees relate. Accordingly, any regulatory assessment fee with respect to the period prior to the transfer of the Certificates shall remain the obligation of W.P. Utilities, Inc. and any relating to the period from and after the transfer of the Certificates shall be the obligation of CAP Utilities, LLC.

Any and all fines associated with W.P. Utilities, Inc.'s operation of the utility facilities and equipment, including, but not limited to, its billing of, and collection from, the residents, shall remain the sole obligation of, and be paid by, W.P. Utilities, Inc. Any and all fines associated with CAP Utilities, LLC's operation of the utility facilities and equipment from and after the transfer of the Certificates, including, but not limited to, its billing of, and collection from, the residents, shall be the sole obligation of, and be paid by, CAP Utilities, LLC.

Any refunds owed will be refunded to the appropriate entity based upon the period to which the entitlement to such refunds relate (i.e., any refunds related to the operation of the utilities facilities prior to the transfer of the Certificates will be due to W.P. Utilities, Inc. and any refunds related to the operation of the utilities

facilities from and after the transfer of the Certificates will be due to CAP Utilities, LLC).

- E) A statement describing the financing of the purchase.

The financing of the purchase includes a loan financed by Key Bank.

- F) A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

N/A

- G) Exhibit - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

W.P. Utilities, Inc. net book value as established by Order No. PSC-08-0652-PAA-WS issued on October 8, 2008 and adjusted for depreciation and amortization of CIAC, to year ended 12/31/2011 is \$77,500.00 as detailed in Exhibit 3.

- H) A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

No acquisition adjustment is requested.

- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

Caroline Schnieder		(561) 433-8223
Name		Phone No.
3500 W. Lantana Road		
Street address		
Lantana	FL	33462
City	State	Zip Code

- J) If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such

books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

N / A

- K) A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

CAP Utilities, LLC will, upon consultation with W.P. Utilities, Inc., review and obtain copies of all of the federal tax returns of W.P. Utilities, Inc. since the last approved staff assisted rate case, Docket No. 070722-WS. We will keep the tax returns in our files for review by the FPSC Staff when requested.

- L) A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP)

After reasonable investigation, CAP Utilities, LLC finds that the utility systems being acquired are in satisfactory condition and in compliance with environmental regulations set by the Palm Beach County Health Department and with the Department of Environmental Protection (DEP) for its collection system.

- M) If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

There are no outstanding Notices of Violation or consent orders.

PART III NOTICE OF ACTUAL APPLICATION

- A) **Exhibit 9***- 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:

***Late filed Exhibit**

- (1) The governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) The privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are 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 Office of Commission Clerk;
- (7) The appropriate regional office of the Department of Environmental Protection; and
- (8) The appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. *THIS MAY BE A LATE-FILED EXHIBIT.

- B) **Exhibit 10 *** - An affidavit that 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 being transferred. A copy of the Notice shall accompany the affidavit. *THIS MAY BE A LATE-FILED EXHIBIT.

***Late filed Exhibit**

- C) **Exhibit 11***- Immediately upon completion of publication, an affidavit that the notice of actual application was published once 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. *THIS MAY BE A LATE-FILED EXHIBIT.

***Late filed Exhibit**

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

Enclosed is a check in the amount of \$1,500.00: \$750.00 for water and \$750.00 for wastewater.

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

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

PART V OTHER

- A) Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

The water distribution and wastewater collection lines and related equipment, as well as the land on which they are located, are being acquired by Buyer, Palm Breezes MHP, LLC. Buyer is leasing those lines and related equipment to the applicant for the transfer of the Certificates, CAP Utilities, LLC as well as granting it access over the land to operate and service those related equipment and to read meters. Under that lease, CAP Utilities, LLC is obligated to maintain that equipment and responsible for the maintenance and upkeep of the treatment facilities.

- B) **Exhibit 7** - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.

Sample tariff(s) are attached.

**Water Tariff (Exhibit IV)
Wastewater Tariff (Exhibit V)**

- C) **Exhibit 8** - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

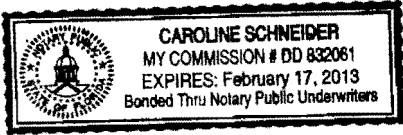
Copies of the certificate for W.P. Utilities, Inc. are attached:

548-W

478-S

PART VI AFFIDAVIT

I Roger E. Medema, President *RM* (W.P. Utilities, Inc.) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.



BY: *Roger E. Medema*
Applicant's Signature

Roger E. Medema
Applicant's Name (Typed)

President, WP Utilities, Inc.
Applicant's Title *

Subscribed and sworn to before me this 15th day in the month of December in the year of 2011 by Roger E Medema who is personally known to me or produced identification .

 . Type of Identification Produced
Caroline Schneider
Notary Public's Signature

Caroline Schneider
Print, Type or Stamp Commissioned Name of Notary Public

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

EXHIBIT II

Properties managed by Cal-Am Properties, Inc. where utilities billed/maintained include Water and/or Wastewater

	Name of Property	Location of Property
1	Apache Wells	Mesa, Arizona
2	Auburn Manor	Auburn, Washington
3	Canyon Vistas	Gold Canyon, Arizona
4	Colonial Country Club	Hemet, California
5	Crestview Estates	Fallbrook, California
6	Eldorado Mobile Villa	Tigard, Oregon
7	Fiesta RV Resort	Mesa, Arizona
8	Glendale Cascade	Glendale, Arizona
9	Golden Rose	Puyallup, Washington
10	Good Life RV Resort	Mesa, Arizona
11	Heritage Village	Beaverton, Oregon
12	Hidden Springs	Desert Hot Springs, California
13	Holiday Palms	Mesa, Arizona
14	King Village	Tigard, Oregon
15	Medford Estates	Medford, Oregon
16	Mesa Regal RV Resort	Mesa, Arizona
17	Millennium Estates	Las Vegas, Nevada
18	Montesa @ Gold Canyon	Gold Canyon, Arizona
19	Mountain Villa	Enumclaw, Washington
20	Northgate Mobile Home Park	Reno, Nevada
21	Orange MHP	Orange, California
22	Ranchos/Casitas	Mesa, Arizona
23	Reno Cascade	Reno, Nevada
24	Riverbend Mobile Home Park	Clackamas, Oregon
25	Royal Mobile Villas	Tigard, Oregon
26	San Estrella Estates	Phoenix, Arizona
27	Sierra Estates	Mesa, Arizona
28	Silver Spur	Mesa, Arizona
29	Springbrook Estates	Newberg, Oregon
30	Sun Life RV Resort	Mesa, Arizona
31	Sunflower RV Resort	Surprise, Arizona
32	Superstition Views	Gold Canyon, Arizona
33	Three Crowns Mobile Manor	Las Vegas, Nevada
34	Towerpoint RV Resort	Mesa, Arizona
35	Tropicana Palms	Las Vegas, Nevada
36	Val Vista RV Resort	Mesa, Arizona
37	Valle del Oro	Mesa, Arizona
38	Villa Vista	San Marcos, California
39	Village of Tampa	Tampa, Florida

EXHIBIT

III

W.F. UTILITIES, INC.
Order # PSC-08-0652-PAA-W5
December 31, 2011

	Years	Depr Rate	Plant Balance			Plant Balance			Projected Plant		Accum	2009 Annual	Accum	2010 Annual	Accum	2011 Annual	Accum	Net Plant
			12/31/08	Retires	Adds	12/31/09	Retires	Adds	Balance	Balance	Depr/Amort		12/31/09		Depr / Amort		12/31/10	
WATER PLANT																		
304 Organization	40	2.500%	\$ 7,698.03			\$ 7,698.03			\$ 7,698.03	\$ 7,698.03	\$ 6,670.45	\$ 192.45	\$ 6,862.90	\$ 192.45	\$ 7,055.35	\$ 192.45	\$ 7,247.80	\$ 450.23
331 Transmission & Distribution	38	2.632%	50,778.00			50,778.00			50,778.00	50,778.00	26,924.26	1,336.26	28,260.52	1,336.26	29,596.78	1,336.26	30,933.04	19,844.96
339 Services to Customers	35	2.857%	23,043.00			23,043.00			23,043.00	23,043.00	14,791.37	658.37	15,449.74	658.37	16,108.11	658.37	16,766.48	6,276.52
334 Meters	17	5.882%	25,811.00	(115.00)	115.00	25,811.00			25,811.00	25,811.00	26,099.29	(399.62)	25,699.67	6.76	25,706.43	6.76	25,713.19	97.81
335 Fire Hydrant	40	2.500%	11,058.41			11,058.41			11,058.41	11,058.41	8,909.46	276.46	9,185.92	276.46	9,462.38	276.46	9,738.84	1,315.57
Office Furn & Equipment - Software	6	16.667%	-		432.00	432.00			432.00	432.00	-	12.00	12.00	72.00	84.00	72.00	156.00	276.00
Adjustment per PSC 95-048-FOF-W5	40	2.500%	422.00			422.00			422.00	422.00	10.55	10.55	21.10	10.55	31.65	10.55	42.20	379.80
Total Water Plant			118,810.44		547.00	119,242.44			119,242.44	119,242.44	83,405.38	2,086.47	85,491.85	2,552.85	88,044.70	2,552.85	90,597.55	28,644.89
Contributions in Aid of Construction		3.420%	(28,774.00)			(28,774.00)			(28,774.00)	(28,774.00)	18,885.07	984.07	19,869.14	984.07	20,853.21	984.07	21,837.28	(6,936.72)
Water Utility Plant in Service			\$ 90,036.44	\$ -	\$ 547.00	\$ 90,468.44	\$ -	\$ -	\$ 90,468.44	\$ 90,468.44	\$ 102,290.45	\$ 3,070.54	\$ 105,360.39	\$ 3,536.92	\$ 108,897.91	\$ 3,536.92	\$ 112,434.83	\$ 21,708.17
WASTEWATER PLANT																		
351 Organization	40	2.500%	7,698.03			7,698.03			7,698.03	7,698.03	2,302.45	192.45	2,494.90	192.45	2,687.35	192.45	2,879.80	4,818.23
360 Collection Sewers - Force	27	3.704%	108,241.00			108,241.00	(2,475.00)	3,300.00	109,066.00	109,066.00	68,922.93	4,008.93	72,931.86	1,564.48	74,496.34	4,039.48	78,535.82	30,530.18
361 Collection Sewers - Gravity	27	3.704%	29,068.00			29,068.00			29,068.00	29,068.00	20,981.59	1,076.59	22,058.18	1,076.59	23,134.77	1,076.59	24,211.36	4,856.64
362 Special Collecting Structures	37	2.703%	20,773.00		2,564.34	23,337.34			23,337.34	23,337.34	1,422.43	613.41	2,035.84	630.74	2,666.58	630.74	3,297.32	20,040.02
Office Furn & Equipment - Software	6	16.667%	-		432.00	432.00			432.00	432.00	-	12.00	12.00	72.00	84.00	72.00	156.00	276.00
Total Wastewater Plant			\$ 165,780.03		\$ 2,996.34	\$ 168,776.37		\$ 3,300.00	\$ 168,601.37	\$ 168,601.37	\$ 93,629.40	\$ 5,903.38	\$ 99,532.78	\$ 3,536.26	\$ 103,069.04	\$ 6,011.26	\$ 109,080.30	\$ 60,521.07
Contributions in Aid of Construction		3.800%	(11,010.00)			(11,010.00)			(11,010.00)	(11,010.00)	5,199.13	372.13	5,571.25	372.13	5,943.38	372.13	6,315.51	(4,694.49)
Wastewater Utility Plant in Service			\$ 154,770.03	\$ -	\$ 2,996.34	\$ 157,766.37	\$ -	\$ 3,300.00	\$ 158,591.37	\$ 158,591.37	\$ 98,828.53	\$ 6,275.51	\$ 105,104.04	\$ 3,908.39	\$ 109,012.43	\$ 6,383.39	\$ 115,395.82	\$ 55,826.58
TOTAL UTILITY PLANT IN SERVICE			\$ 244,806.47			\$ 248,234.81			\$ 249,059.81	\$ 249,059.81								\$ 77,534.75



FLORIDA

Public Service Commission

CERTIFICATE NUMBER

548-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to N.P. Utilities, Inc.

Whose principal address is 3500 W. Lantana Road Lantana, Florida 33462 (Palm Beach County)

to provide Water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER PSC-92-1374-FOF-WS DOCKET 920650-WS
ORDER
ORDER DOCKET
ORDER DOCKET

BY ORDER OF THE FLORIDA PUBLIC SERVICE COMMISSION



Handwritten signature and the word 'Director' printed below it.



FLORIDA

Public Service Commission

CERTIFICATE NUMBER

478-S

Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to
W.P. Utilities, Inc.

Whose principal address is

3500 W. Lantana Road

Lantana, Florida 33462 (Palm Beach County)

to provide Wastewater service in accordance with
the provisions of Chapter 367, Florida Statutes, the Rules,
Regulations and Orders of this Commission in the territory de-
scribed by the Orders of this Commission.

This Certificate shall remain in force and effect until sus-
pended, cancelled or revoked by Orders of this Commis-
sion.

ORDER <u>PSC-92-1374-FOF-WS</u>	DOCKET <u>920650-WS</u>
ORDER _____	DOCKET _____
ORDER _____	DOCKET _____
ORDER _____	DOCKET _____

**BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION**

Director
Division of Records & Reporting

EXHIBIT IV

WATER TARIFF

CAP UTILITIES, LLC

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

RECEIVED

DOCUMENT NUMBER-DATE

00292 JAN 13 20

FPSC-COMMISSION CLERK

WATER TARIFF

CAP UTILITIES, LLC

NAME OF COMPANY

3500 W. Lantana Road

Lantana, Florida 33462

(ADDRESS OF COMPANY)

BUSINESS: (561) 433-8223 EMERG: (813) 528-1388

(BUSINESS & EMERGENCY TELEPHONE NUMBERS)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

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NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 548-W

COUNTY - Palm Beach

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-92-1374-FOF-WS	11/30/92	920650-WS	Original Certificate

(Continued to Sheet No. 3.1)

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NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The territory to be served is generally referred to as the Palm Breezes Club Mobile Home Park, consists of approximately 42.6 acres, and is more particularly described as follows:

Commencing at a point 40 feet South of and 31.85 feet N 89°56'20" W of the North quarter corner of Section 6, Township 45 South, Range 43 East; said point being the POINT OF BEGINNING of the following described territory:

Thence due South for a distance of 1,090 feet to the beginning of a curve concave to the north having a radius of 575.42 feet and a central angle of 15° 43' 52";

Thence northwesterly along the arc of said curve, a distance of 157.98 feet;

Thence southwesterly along the arc of a curve concave to the northwest having a radius of 1,255 feet and a central angle of 11° 01' 59", for a distance of 241.67 feet;

Thence South 14° 04' 10" west a distance of 20.62 feet to the beginning of a curve concave to the southwest having a radius of 440.35 feet and a central angle of 32° 51' 20";

Thence southerly along the arc of said curve a distance of 252.52 feet to the point of tangency of said curve;

Thence south 155.89 feet to the point of tangency of a reverse curve having a radius of 40 feet and a central angle of 36° 52' 12";

Thence 25.74 feet along the arc of that curve to the point of reverse curvature;

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WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

Thence south and westerly along the curve having a radius of 160 feet and a central angle of $126^{\circ} 52' 12''$, for a distance of 354.28 feet to the point of tangency of said curve;

Thence East, a distance of 150 feet;

Thence South, a distance of 311.07 feet;

Thence West, a distance of 350 feet to the point of tangency of a curve concave to the southwest, having a radius of 50 feet and a central angle of 90° ;

Thence easterly and southerly along the arc of the curve a distance of 78.54 feet to the point of tangency of the curve;

Thence South, a distance of 581.87 feet, to a point in the northerly right-of-way line of L.W.D.D. Canal No. L-17;

Thence North $67^{\circ} 28' 30''$ East, along said northerly right-of-way line, a distance of 108.26 feet;

Thence North, a distance of 1,272 feet;

Thence East at right angles to the preceding course for a distance of 865.00 feet;

Thence North for a distance of 100 feet;

Thence South $57^{\circ} 00' 00''$ East 205 feet to a point on a curve, said curve being concave to the southeast and having a radius of 413.50 feet and a central angle of $42^{\circ} 56' 54''$;

Thence northeasterly along the arc of said curve, a distance of 309.96 feet to the point of tangency of said curve;

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WATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED

Thence North 73' 00' 00" East, a distance of 140 feet;

Thence North 63' 00' 00" East, a distance of 170 feet;

Thence North 44° 00' 00" East 88.91 feet to a point on a curve and the Westerly right-of-way line of Congress Avenue as now established, said curve being concave to the northeast and having a radius of 1960.08 feet and a central angle of 04° 24' 57";

Thence Northwesterly along the arc of said curve and the Westerly right-of-way of said Congress Avenue, 151.06 feet to a point;

Thence South 47' 30' 28" West, a distance of 330 feet;

Thence West 193.13 feet to a point on a curve, said curve having a radius of 242 feet and a central angle of 05° 59' 27";

Thence Northwesterly along the arc of said curve 255.33 feet;

Thence Northwesterly along the arc of said curve, having a radius of 2,442 feet, and a central angle of 1° 32' 30", said curve being concave to the Northeast and parallel with the Westerly Right-of-Way line of Congress Avenue for a distance of 65.71 feet;

Thence Northwesterly along the arc of said curve, having a radius of 2,442 feet, a central of 25° 35' 52", and being concave to the Northeast and parallel with the Westerly Right-of-Way line of Congress Avenue for a distance of 1,091 feet to a point in a line 40 feet South of the North Line of said Section 6;

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NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED

Thence North 89°59'00" West along a line parallel with and 40 feet South of the North Line of said Section 6 a distance of 581.50 feet to a point 40 feet South of the North Quarter corner of said Section 6;

Thence North 89°56'20" West for a distance of 31.85 feet to the POINT OF BEGINNING.

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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>
Palm Beach	Palm Breezes	GS,RS	16.0 - 17.0

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WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - CAP UTILITIES, LLC Inc.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the customer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

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WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

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WATER TARIFF

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NAME OF COMPANY · CAP Utilities, LLC

WATER TARIFF

(Continued from Sheet No. 6.0)

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NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

RULES AND REGULATIONS

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

2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

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

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

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

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WATER TARIFF

(Continued from Sheet No. 7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the company and under which such water service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full in accordance with Rule 25-30.020, Florida Administrative Code.

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

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

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

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

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

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NAME OF COMPANY - CAP Utilities, LLC

ORIGINAL SHEET NO. 9.0

WATER TARIFF

(Continued from Sheet No. 8.0)

service, the customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

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

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice in accordance with Rule 25-30.250, Florida Administrative Code.

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

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

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(Continued from Sheet No. 9.0)

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

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

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

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

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

- 15.0 BILLING PERIODS - Bills for water service will be rendered -

(Continued to Sheet No. 11.0)

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NAME OF COMPANY - CAP Utilities, LLC

ORIGINAL SHEET NO. 11.0

WATER TARIFF

(Continued from Sheet No. 10.0)

~~Monthly, Bimonthly,~~ or Quarterly - as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

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

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

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

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water and wastewater service to the customers premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.
- 18.0 TAX CLAUSE - A municipal or County franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a

(Continued to Sheet No. 12.0)

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ORIGINAL SHEET NO. 12.0

WATER TARIFF

(Continued from Sheet No. 11.0)

separate item on the utility's bills to its customers in such Municipality or County.

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

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

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.

- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.

(Continued to Sheet No. 13.0)

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NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

(Continued from Sheet No. 12.0)

- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.262, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

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Cory S. Sukert

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ORIGINAL SHEET NO. 14.0

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

Cory S. Sukert

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Manager

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NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

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Manager

TITLE

NINETH REVISED SHEET NO. 16.0
CANCELS EIGHTH REVISED SHEET NO. 16.0

NAME OF COMPANY: CAP Utilities, LLC

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

Quarterly

RATE

<u>Meter Size</u>	<u>Base Facility Charge</u>
5 / 8" x 3 / 4"	\$ 13.80
3 / 4"	20.70
1"	34.50
1 1 / 2"	69.00
2"	110.40
3"	220.80
4"	345.00
6"	690.00

Gallonge Charge

Per 1,000 Gallons \$ 5.24

MINIMUM BILL

Base Facility Charge \$ 13.80 per month

BASE FACILITY CHARGE

Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge during that period of interruption. Any customer who attempts to circumvent this charge by closing his/her account (and requesting deposit refund) at time of temporary departure and then returning several months later as a new customer will be held liable for the Base Facility Charge during the disconnected months. The payment of the Base Facility Charge will be made monthly.

TERMS OF PAYMENT

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE

January 15, 2009

Cory S. Sukert

ISSUING OFFICER

Manager

TYPE OF FILING

Rate Increase Application
Order No. PSC-08-0652-PAA-WS

Title

NAME OF COMPANY: CAP Utilities, LLC

WATER TARIFF

RESIDENTIAL

RATE SCHEDULE RS

AVAILABILITY Available throughout the area served by the Company.

APPLICABILITY For water service to all individually metered residential mobile home units.

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

BILLING PERIOD Quarterly

<u>RATE</u>	<u>Meter Size</u>		
	5 / 8" x 3 / 4"	\$	13.80
	3 / 4"		20.70
	1"		34.50
	1 1 / 2"		69.00
	2"		110.40
	3"		220.80
	4"		345.00
	6"		690.00
	<u>Gallonge Charge</u>		
	0 – 3,000 Gallons	\$	4.77
	3,000+ Gallons	\$	7.16

MINIMUM BILL Base Facility Charge \$ 13.80 per month

BASE FACILITY CHARGE Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge during that period of interruption. Any customer who attempts to circumvent this charge by closing his/her account (and requesting deposit refund) at time of temporary departure and then returning several months later as a new customer will be held liable for the Base Facility Charge during the disconnected months. The payment of the Base Facility Charge will be made month.

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE January 15, 2009

Cory S. Sukert

TYPE OF FILING

Rate Increase Application
Order No. PSC-08-0652-PAA-WS

ISSUING OFFICER
Manager
Title

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.

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

BILLING PERIOD -

RATE -

Not Applicable

BASE FACILITY -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Certificate

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY - OF AVAILABLE

APPLICABILITY - OF APPLICABLE

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

BILLING PERIOD -

RATE - Public Fire Protection - per hydrant

Private Fire Protection -

BASE FACILITY -

TERMS OF PAYMENT -

EFFECTIVE DATE -

TYPE OF FILING - Certificate

Cory S. Sukert

ISSUING OFFICER

Manager

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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

	<u>Residential</u>	<u>General Service</u>
3/4"	___\$20.00___	___\$20.00___

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

(continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customer's account during the month of December each year. Notwithstanding the foregoing, interest shall begin to accrue no earlier than December 1, 1992, the day after the Commission issued a certificate to the Company.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceding 12 months:

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon the retainment of such deposit.

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

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

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

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

REFUND OF METER BENCH TEST DEPOSIT - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code, the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25-30.265, Florida Administrative Code.

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY: CAP Utilities, LLC

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 is to be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION – This charge is to 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 is to be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), F.A.C., including a delinquency in bill Payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) – This charge is to be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill but 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

	<u>WATER</u>	<u>WASTEWATER</u>
Initial Connection Fee	\$18.74	\$18.74
Normal Reconnection Fee	\$18.74	\$18.74
Violation Reconnection Fee	\$18.74	ACTUAL COST
Premises Visit (in lieu of disconnection)	\$12.49	\$12.49

EFFECTIVE DATE July 15, 2007

Cory S. Sukert

 ISSUING OFFICER

TYPE OF FILING 2007 Price Index Application

Manager

 Title

FIRST REVISED SHEET NO. 23.0
CANCELLING ORIGINAL SHEET NO. 23.0

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Main Extension Charge</u>		
Residential-per ERC (240 GPD)	\$ 272	31.0
All others - per GPD	\$ 1.13	31.0

EFFECTIVE DATE - May 18, 1993

TYPE OF FILING - Certificate

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	27.0
APPLICATION FOR WATER SERVICE	26.0
COPY OF CUSTOMER'S BILL	28.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT'	25.0
HELD FOR FUTURE USE	29.0

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

ORIGINAL SHEET NO. 25.0

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

See APPLICATION FOR SERVICE

at SHEET NO. 26.0

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

APPLICATION FOR WATER SERVICE

CAP Utilities, LLC
3500 West Lantana Road
Lantana, Florida 33462
Telephone Number:

APPLICATION AND AGREEMENT FOR WATER AND WASTEWATER SERVICE

CAP Utilities, LLC is hereby requested and authorized to furnish potable water service and wastewater service for the named applicant(s) at the service address indicated.

APPLICANT'S NAME: _____

SERVICE ADDRESS: _____ Lot # _____

TYPE OF SERVICE: Residential _____, Other _____
METER SIZE: _____

TELEPHONE NO. () _____

BILLING ADDRESS: _____
(Street)

(City) (State) (Zip)

INITIAL SECURITY DEPOSIT \$55.00

Payment of the initial security deposit must be made prior to application being accepted and service rendered.

Customer agrees to conform to all the rates, and Rules and Regulations of _____ as approved by the Florida Public Service Commission.

Applicant's Signature

Date

Accepted By: Cory S. Sukert
For CAP Utilities, LLC

THIS SIGNED AND ACCEPTED APPLICATION SERVES AS A RECEIPT FOR THE ABOVE SECURITY DEPOSIT.

Cory S. Sukert

ISSUING OFFICER _____

Manager

TITLE _____

ORIGINAL SHEET NO. 27.0

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

COPY OF CUSTOMER'S BILL

CAP Utilities, LLC
 3500 W. Lantana Road
 LAKE WORTH, FL : 3462

TO:

Service Address: _____
 Billing Date: _____
 Service Period: _____ to _____
 Meter No. _____

Meter Readings		Gallons	Amount
Previous	Current	Used	

Rate Schedule: _____

	Water	Waste-water
Base Facility Charge, per qtr		
Charge per thousand gallons		

Bills are due and payable when rendered and become delinquent if not paid within twenty(20) days of billing date. After five working days written notice is mailed separate and apart from any bill, service may be discontinued.

Cory S. Sukert

 ISSUING OFFICER

 Manager

 TITLE

ORIGINAL SHEET NO. 29.0

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

HELD FOR FUTURE USE

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

ORIGINAL SHEET NO. 30.0

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Sheet Number

Schedule of Fees and Charges	Go to Sheet No. 23.0
Service Availability Policy	31.0
Table of Daily Flows	32.0

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

FIRST REVISED SHEET NO. 31.0
CANCELLING ORIGINAL SHEET NO. 31.0

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

Main Extension charges, in the amount specified on Sheet No. 23.0 of this tariff, are to be charged for connections made on or after the stamped approval date of that tariff sheet.

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

FIRST REVISED SHEET NO. 32.0
CANCELLING ORIGINAL SHEET NO. 32.0

NAME OF COMPANY - CAP Utilities, LLC

WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Mobile Home Lots	240 gpd/lot [1]
Recreational Facilities	240 gpd/bathroom
Other	[2]

[1] gpd - gallons per day

[2] Estimated, based on type of use

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

EXHIBIT V

WASTEWATER TARIFF

CAP Utilities, LLC

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

DOCUMENT NUMBER-DATE

00292 JAN 13 2013

FPSC-COMMISSION CLERK

WASTEWATER TARIFF

CAP Utilities, LLC

NAME OF COMPANY

3500 W. Lantana Road

Lantana, Florida 33462

(ADDRESS OF COMPANY)

BUSINESS: (561) 433-8223; EMERG: (813) 528-1388

(BUSINESS & EMERGENCY TELEPHONE NUMBERS)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

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Rules and Regulations	6.0 - 15.0
Service Availability Policy	29.0 - 31.0
Standard Forms	23.0 - 28.0
Technical Terms and Abbreviations	5.0 - 5.1
Territory Served	3.0 - 3.1

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 478-S

COUNTY - Palm Beach

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-92-1374-FOF-WS	11/30/92	920650-WS	Original Certificate

(Continued to Sheet No. 3.1)

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The territory to be served is generally referred to as the Palm Breezes Club Mobile Home Park, consists of approximately 42.6 acres, and is more particularly described as follows:

Commencing at a point 40 feet South of and 31.85 feet N 89°56'20" W of the North quarter corner of Section 6, Township 45 South, Range 43 East; said point being the POINT OF BEGINNING of the following described territory:

Thence due South for a distance of 1,090 feet to the beginning of a curve concave to the north having a radius of 575.42 feet and a central angle of 15° 43' 52";

Thence northwesterly along the arc of said curve, a distance of 157.98 feet;

Thence southwesterly along the arc of a curve concave to the northwest having a radius of 1,255 feet and a central angle of 11° 01' 59", for a distance of 241.67 feet;

Thence South 14° 04' 10" west a distance of 20.62 feet to the beginning of a curve concave to the southwest having a radius of 440.35 feet and a central angle of 32° 51' 20";

Thence southerly along the arc of said curve a distance of 252.52 feet to the point of tangency of said curve;

Thence south 155.89 feet to the point of tangency of a reverse curve having a radius of 40 feet and a central angle of 36° 52' 12";

Thence 25.74 feet along the arc of that curve to the point of reverse curvature;

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

Thence south and westerly along the curve having a radius of 160 feet and a central angle of $126^{\circ} 52' 12''$, for a distance of 354.28 feet to the point of tangency of said curve;

Thence East, a distance of 150 feet;

Thence South, a distance of 311.07 feet;

Thence West, a distance of 350 feet to the point of tangency of a curve concave to the southwest, having a radius of 50 feet and a central angle of 90° ;

Thence easterly and southerly along the arc of the curve a distance of 78.54 feet to the point of tangency of the curve;

Thence South, a distance of 581.87 feet, to a point in the northerly right-of-way line of L.W.D.D. Canal No. L-17;

Thence North $67^{\circ} 28' 30''$ East, along said northerly right-of-way line, a distance of 108.26 feet;

Thence North, a distance of 1,272 feet;

Thence East at right angles to the preceding course for a distance of 865.00 feet;

Thence North for a distance of 100 feet;

Thence South $57^{\circ} 00' 00''$ East 205 feet to a point on a curve, said curve being concave to the southeast and having a radius of 413.50 feet and a central angle of $42^{\circ} 56' 54''$;

Thence northeasterly along the arc of said curve, a distance of 309.96 feet to the point of tangency of said curve;

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED

Thence North $73^{\circ} 00' 00''$ East, a distance of 140 feet;

Thence North $63^{\circ} 00' 00''$ East, a distance of 170 feet;

Thence North $44^{\circ} 00' 00''$ East 88.91 feet to a point on a curve and the Westerly right-of-way line of Congress Avenue as now established, said curve being concave to the northeast and having a radius of 1960.08 feet and a central angle of $04^{\circ} 24' 57''$;

Thence Northwesterly along the arc of said curve and the Westerly right-of-way of said Congress Avenue, 151.06 feet to a point;

Thence South $47^{\circ} 30' 28''$ West, a distance of 330 feet;

Thence West 193.13 feet to a point on a curve, said curve having a radius of 2442 feet and a central angle of $05^{\circ} 59' 27''$;

Thence Northwesterly along the arc of said curve 255.33 feet;

Thence Northwesterly along the arc of said curve, having a radius of 2,442 feet, and a central angle of $1^{\circ} 32' 30''$, said curve being concave to the Northeast and parallel with the Westerly Right-of-Way line of Congress Avenue for a distance of 65.71 feet;

Thence Northwesterly along the arc of said curve, having a radius of 2,442 feet, a central of $25^{\circ} 35' 52''$, and being concave to the Northeast and parallel with the Westerly Right-of-Way line of Congress Avenue for a distance of 1,091 feet to a point in a line 40 feet South of the North Line of said Section 6;

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED

Thence North 89°59'00" West along a line parallel with and 40 feet South of the North Line of said Section 6 a distance of 581.50 feet to a point 40 feet South of the North Quarter corner of said Section 6;

Thence North 89°56'20" West for a distance of 31.85 feet to the POINT OF BEGINNING.

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Palm Beach	Palm Breezes	GS,RS	17.0 - 18.0

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - ~~CAP UTILITIES, INC~~ CAP UTILITIES, INC Inc.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the customer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF COLLECTION" - For wastewater systems, "point of delivery" shall mean the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of collection and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

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

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

- 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. When wastewater service is

(Continued to Sheet No. 8.0)

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such wastewater service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the company and under which such wastewater service is rendered.

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

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

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

- 7.0 LIMITATION OF USE - 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 such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of

(Continued to Sheet No. 9.0)

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

service, the customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

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

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice in accordance with Rule 25-30.250, Florida Administrative Code.

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

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

(Continued to Sheet No. 10.0)

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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.

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

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

13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

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

15.0 BILLING PERIODS - Bills for wastewater service will be rendered -

(Continued to Sheet No. 11.0)

Cory S. Sukert

ISSUING OFFICER
Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

Monthly, Bimonthly, or Quarterly as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

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

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

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

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water and wastewater service to the customers premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a

(Continued to Sheet No. 12.0)

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

separate item on the utility's bills to its customers in such Municipality or County.

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

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

- 20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.

(Continued to Sheet No. 13.0)

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

- 21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule,, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350 and 25-30.340, Florida Administrative Code.
- 22.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.
- 23.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

(Continued to Sheet No. 14.0)

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

ORIGINAL SHEET NO. 15.0

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

HELD FOR FUTURE USE

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	20.0
General Service, GS	17.0
Miscellaneous Service Charges	21.0
Multi-Residential Service, MS	19.0
Residential Service, RS	18.0
Service Availability Fees and Charges	23.0

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

TENTH REVISED SHEET NO.17.0
CANCELS NINETH REVISED SHEET NO.17.0

NAME OF COMPANY: CAP Utilities, LLC

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 Quarterly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5 / 8" x 3 / 4"	\$ 13.86
	3 / 4"	20.79
	1"	34.65
	1 1 / 2"	69.30
	2"	110.88
	3"	221.76
	4"	346.50
	6"	693.00

<u>Gallonage Charge</u>	
Per 1,000 Gallons	\$ 6.36

MINIMUM BILL Base Facility Charge \$ 13.86 per month

BASE FACILITY CHARGE Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge during that period of interruption. Any customer who attempts to circumvent this charge by closing his/her account (and requesting deposit refund) at time of temporary departure and then returning several months later as a new customer will be held liable for the Base Facility Charge during the disconnected months. The payment of the Base Facility Charge will be made monthly.

TERMS OF PAYMENT Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE April 1, 2009

Cory S. Sukert
ISSUING OFFICER

TYPE OF FILING Rate Increase Application Manager
Order No. PSC-08-0652-PAA-WS Title

NAME OF COMPANY: CAP Utilities, LLC

WASTEWATER TARIFF

RESIDENTIAL

RATE SCHEDULE RS

AVAILABILITY

Available throughout the area served by the Company.

APPLICABILITY

For wastewater service for all purposes in individually metered mobile home units.

LIMITATIONS

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

BILLING PERIOD

Quarterly

RATE

<u>Meter Size</u>	<u>Base Facility Charge</u>
5 / 8" x 3 / 4"	\$ 13.86
3 / 4"	20.79
1"	34.65
1 1 / 2"	69.30
2"	110.88
3"	221.76
4"	346.50
6"	693.00

Gallonge Charge

Per 1,000 Gallons \$ 5.30
(6,000 gallons max. per month)

MINIMUM BILL

Base Facility Charge \$ 13.86 per month

BASE FACILITY CHARGE

Any customer who requests that service be interrupted for any length of time will pay the Base Facility Charge during that period of interruption. Any customer who attempts to circumvent this charge by closing his/her account (and requesting deposit refund) at time of temporary departure and then returning several months later as a new customer will be held liable for the Base Facility Charge during the disconnected months. The payment of the Base Facility Charge will be made monthly.

TERMS OF PAYMENT

Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE

April 1, 2009

Cory S. Sukert
ISSUING OFFICER

TYPE OF FILING

Rate Increase Application
Order No. PSC-08-0652-PAA-WS Title
Manager

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.

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

BILLING PERIOD -

RATE -

Not Applicable

BASE FACILITY -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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

	<u>Residential</u>	<u>General Service</u>
3/4"	___\$35.00___	___\$35.00___

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

Cory S. Sukert

 ISSUING OFFICER

 Manager

 TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

(continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 9% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customer's account during the month of December each year. Notwithstanding the foregoing, interest shall begin to accrue no earlier than December 1, 1992, the day after the Commission issued a certificate to the Company.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceding 12 months:

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon the retainment of such deposit.

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

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$ Actual Cost [1]
Premises Visit Fee (in lieu of disconnection)	\$ 10.00

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

EFFECTIVE DATE - Service rendered on or after 12/1/92

TYPE OF FILING - Original Certificate

Cory S. Sukert

 ISSUING OFFICER

 Manager

 TITLE

FIRST REVISED SHEET NO. 22.0
CANCELLING ORIGINAL SHEET NO. 22.0

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Main Extension Charge</u>		
Residential-per ERC (240 GPD)	\$ 734	30.0
All others - per CPD	\$ 3.06	30.0

EFFECTIVE DATE - May 18, 1993

TYPE OF FILING - Certificate

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	25.0
COPY OF CUSTOMER'S BILL	27.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	24.0
HELD FOR FUTURE USE	26.0 and 28.0

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

ORIGINAL SHEET NO. 24.0

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

See APPLICATION FOR SERVICE

at SHEET NO. 25.0

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

CAP Utilities, LLC
3500 West Lantana Road
Lantana, Florida 33462
Telephone Number: (561) 823-4466

APPLICATION AND AGREEMENT FOR WATER AND WASTEWATER SERVICE

... is hereby requested and authorized to furnish
potable water service and wastewater service for the named
applicant(s) at the service address indicated.

APPLICANT'S NAME: _____

SERVICE ADDRESS: _____ Lot # _____

TYPE OF SERVICE: Residential _____, Other _____

METER SIZE: _____

TELEPHONE NO. () _____

BILLING ADDRESS: _____
(Street)

(City)

(State)

(Zip)

INITIAL SECURITY DEPOSIT \$55.00
=====

Payment of the initial security deposit must be made prior to
application being accepted and service rendered.

Customer agrees to conform to all the rates, and Rules and
Regulations of _____ as approved by the Florida
Public Service Commission.

Applicant's Signature

Date

Accepted By: Cory S. Sukert
For CAP Utilities, LLC

THIS SIGNED AND ACCEPTED APPLICATION SERVES AS A RECEIPT FOR
THE ABOVE SECURITY DEPOSIT.

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

ORIGINAL SHEET NO. 26.0

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC
 WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

CAP Utilities, LLC
 3500 W Lantana Road
 LAKE WORTH, FL 33462

TO:

Service Address: _____
 Billing Date: _____
 Service Period: _____ to _____

Meter No. _____

Meter Readings		Gallons	Amount
Previous	Current	Used	

Rate Schedule: _____

	Water	Waste-water
Base Facility Charge, per qtr		
Charge per thousand gallons		

Bills are due and payable when rendered and become delinquent if not paid within twenty(20) days of billing date. After five working days written notice is mailed separate and apart from any bill, service may be discontinued.

Cory S. Sukert

 ISSUING OFFICER

Manager

 TITLE

ORIGINAL SHEET NO. 28.0

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

HELD FOR FUTURE USE

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC .

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 22.0
Service Availability Policy	30.0
Table of Daily Flows	31.0

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

FIRST REVISED SHEET NO. 30.0
CANCELLING ORIGINAL SHEET NO. 30.0

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Main Extension charges, in the amount specified on Sheet No. 22.0 of this tariff, are to be charged for connections made on or after the stamped approval date of that tariff sheet.

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE

NAME OF COMPANY - CAP Utilities, LLC

WASTEWATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Mobile Home Lots	240 gpd/lot [1]
Recreational Facilities	240 gpd/bathroom
Other	[2]

[1] gpd - gallons per day

[2] Estimated, based on type of use

Cory S. Sukert

ISSUING OFFICER

Manager

TITLE