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in this docket. The matter was then set for a formal hearing in Seminole County on September 26-27, 1994.

On September 19, 1994, OPC filed a motion to cancel the September 26, 1994, hearing and approve a stipulation entered into by the parties. Order No. PSC-94-1157-PCO-WS, issued September 20, 1994, granted the motion to cancel the hearing, noting that the stipulation would be reviewed by the Commission at a later date.

This Commission desires to be proactive in the promotion of reuse and similar conservation projects which are of critical concern in this State. However, we had concerns over several provisions of the initial stipulation; specifically, jurisdictional determinations and the role of the Commission in oversight of a potentially non-jurisdictional entity. Therefore, we voted on December 20, 1994, to defer this matter to a future agenda conference, and instructed Staff to work with the parties to reach a settlement that satisfactorily answered these concerns.

The parties subsequently submitted a second proposed stipulation. The overall goal of the stipulation is to fund the construction of the reuse facilities without incurring income tax liability, thus reducing the total cost of the project by approximately 40 percent. To accomplish this goal, the parties agreed to create a non-profit corporation (corporation) which would own the reuse facilities and which would seek tax exempt status from the Internal Revenue Service (IRS). Sanlando proposes to act merely as a collection agent for the corporation. Funds collected through a surcharge to Sanlando's water customers would be placed into an escrow account owned and controlled by the non-profit corporation. These funds would be used to construct the reuse facilities, which would then be leased to Sanlando. Sanlando would operate the facility and provide the reuse to potential end-users. The operation and maintenance expenses of the facility and any revenue collected from the end-users would be included in the determination of Sanlando's revenue requirement in any future rate proceeding.

In this revised stipulation, the parties have addressed the concerns expressed over the original document. Specifically, the revised stipulation eliminates the Commission's approval of the corporation's articles of incorporation and bylaws and chief operating officer, specifies that OPC will seek the tax ruling from the IRS on behalf of the ratepayers and the corporation, and clarifies that any refund to the customers of unused escrow funds would include interest. The current stipulation also removes Commission involvement in the "tri-party agreement", which called for prior approval by the Commission of any contract with an

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engineer, construction company or other entity in connection with the design or construction of the reuse facilities. The parties have instead agreed that the corporation will retain an independent engineering firm to determine the prudence of the contracts. The fees charged by the firm will be paid from the escrow account.

The stipulation also resolves several questions raised by the earlier agreement. It clarifies that the reuse charge to be established prior to the facilities being placed into service would be for existing golf courses within Sanlando's service area and any other potential end-users, and that there could be more than one reuse charge established; establishes when the utility's reports to the Commission on the collection of the surcharge fund will be due; and clarifies that the legal expenses of the Wekiva Hunt Club Community Association, the Florida Audubon Society and Friends of the Wekiva River that will be paid from the surcharge will stop upon approval of the stipulation. Furthermore, all reasonable costs incurred by the corporation will be reimbursed from the escrow account.

The Commission will be a party to the written escrow agreement controlling the account, and no withdrawals from the account will occur without approval of the Director of the Division of Records and Reporting. Therefore, while not regulating the non-profit corporation, we will regulate the collection and disbursement of the surcharge. Accordingly, this charge shall be treated as any other regulated charge of the utility, and nonpayment of the surcharge by a customer would be justification to discontinue water service.

Several portions of the stipulation contain references to the Commission making determinations if the parties cannot reach agreement. Specifically, Paragraph 1(c) proposes that if the parties cannot reach agreement with respect to the selection of the corporation's Chief Operating Officer and Articles of Incorporation, "the parties may submit any such dispute which arises to the Commission for resolution." Paragraph 4(d) states that if a dispute arises concerning the reasonableness or prudence of expenses associated with construction of the facility, the parties agree to retain an independent engineering firm to determine the reasonableness or prudence of the contracts. However, in the event that a disagreement cannot be resolved, the disagreement would be submitted to the Commission for resolution. Finally, Paragraph 10 states that any dispute concerning the reasonableness of such expenses, costs or fees shall be resolved by the Commission.

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Our concern with the original stipulation centered upon our proposed involvement in the operations of a non-jurisdictional entity. While the parties' revised stipulation greatly reduces our participation in the decision-making of the corporation, its current language requires this Commission to be the final decision-maker in the event that the parties cannot agree to certain terms.

In United Telephone Company v. Public Service Commission, 496 So.2d 116 (Fla. 1986), the Supreme Court held that while the language of a contract between two telephone companies permitted the Commission to intervene, parties to a contract cannot confer jurisdiction to the Commission. See also Swebilius v. Florida Construction Industry Licensing Board, 365 So.2d 1069 (Fla. 1st DCA 1979). More recently, in Order No PSC-95-0209-FOF-EQ, issued February 15, 1995 (In Re: Petition for Resolution of a cogeneration contract dispute with Orlando Cogen Limited, L.P., by Florida Power Corporation, Docket No. 940357-EQ), we granted a cogenerator's motion to dismiss a petition requesting that we interpret and resolve a contractual dispute. Although we had previously approved the cogeneration contract, we found that we did not have continuing jurisdiction over the interpretation of the contract. The order noted that:

Even if we determined that Orlando Cogen had not complied with the provisions of the contract, we would not have the authority to order the cogenerator to perform. When we approved this contract for cost recovery purposes, we determined that FPC's ratepayers would be protected in the event the cogenerator defaulted. Any further remedy for breach of the contract itself lies with the court. (Order No. PSC-95-0209-FOF-EQ, page 7-8)

In a typical contractual situation, parties may always seek to enforce a provision or remedy a breach of contract in court. Contracting parties may also agree to seek arbitration or mediation in the event of a dispute. In this situation, the parties intend to have the Commission resolve any final disputes. While we may accept and approve the settlement, these provisions of the stipulation cannot be binding upon the Commission. Furthermore, as noted in the FPC Cogeneration decision, one of the entities in the settlement is not a utility. Therefore, we would not have the authority to order compliance.

Section 367.0817, Florida Statutes, enacted in 1994, provides for our review and approval of reuse projects. Section 367.0817

sets forth the application requirements, procedures for approval, and recovery of costs. While this statute addresses reuse and our role in approving reuse plans, Section 367.0817 does not confer the authority or jurisdiction to resolve disputes as contemplated by the proposed stipulation. Furthermore, Section 350.113(1), Florida Statutes, permits us to use our funds "in the performance of the various functions and duties as required by law." Since the corporation is non-jurisdictional, it would not be appropriate to expend Commission funds to resolve the possible disputes discussed in the stipulation.

We considered a similar situation last year when reviewing and approving an agreement in several consolidated dockets involving Southern Bell. The settlement contained several provisions which required us to take specific action in the future. In Order No. PSC-94-0172-FOF-TL, citing the United Telephone case, we stated that such a settlement cannot confer jurisdiction or bind the Commission. Nevertheless, we approved the settlement, noting that, "[i]n our view, any such provisions in the Settlement are not fatal flaws; they are simply unenforceable against the Commission and are void ab initio." (Order No. PSC-94-0172-FOF-TL, page 6).

In light of these considerations, we will not resolve disputes concerning the Chief Operating Officer or the Articles of Incorporation contemplated in Paragraph 1(a). Furthermore, we will not resolve disputes among parties or directly approve the reasonableness and prudence of contracts and expenses as contemplated by the current stipulation. However, through our regulatory function as it relates to the utility's recovery of lease expenses through the surcharge, we will review the reasonableness and prudence of expenses as they relate to what we allow the utility to recover in lease expenses. The determination of reasonableness of expenses would flow from our authority to review and approve those expenses when authorizing the release of the escrowed funds.

At our March 21, 1995, Agenda Conference, the utility proposed to strike language in the fifth line of the first full paragraph of

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<sup>1</sup> In Re: Comprehensive review of revenue requirements and rate stabilization plan of Southern Bell, (Docket No. 920260-TL); In Re: Investigation into the integrity of Southern Bell's repair service Activities and Reports, (Docket No. 910163-TL); In Re: Investigation into Southern Bell's compliance with Rule 25-4.110(2), F.A.C., Rebates, (Docket No. 910727-TL); In Re: Show Cause proceeding against Southern Bell for misbilling customers, (Docket No. 900960-TL); and In Re: Request by Broward Board of County Commissioners for extended area service between Ft. Lauderdale, Hollywood, North Dade and Miami, (Docket No. 911034-TL).

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page 6 of the stipulation. Specifically, the utility proposed to remove the phrase "and the provisions of Paragraph 6 of the Stipulation", in order to clarify that the parties had no intention of seeking a ruling on expenses associated with the operation of the utility. This proposed change is acceptable.

The stipulation represents much thought and effort by the parties. Through this stipulation, the parties have attempted to find a reasonable compromise which enables the project to go forward while reducing the cost to the ratepayers by avoiding the income tax impact. With the exception of the specific provisions discussed above, we find it appropriate to approve the parties' proposed stipulation, which is appended to this Order as Attachment A.

While the parties have agreed in principle to enter into this stipulation, the parties have not submitted an executed stipulation. Therefore, the parties shall file with the Commission an executed stipulation, containing the amendments set forth in this Order, within 30 days of the date of our vote on this matter, or April 21, 1995.

This docket shall remain open until the letter ruling from the IRS has been issued. Once the ruling is issued, the parties shall report to the Commission the results of the ruling. If the ruling is favorable to the proposed plan, the parties may implement the terms of the stipulation. If the ruling is unfavorable, we will address this issue at a later date.

Based on the foregoing, it is, therefore,

ORDERED by the Florida Public Service Commission that the proposed stipulation submitted by the parties in this docket is hereby approved subject to our decision set forth in the body of this Order, in that the Commission will not resolve disputes concerning the Chief Operating Officer or the Articles of Incorporation, and will not resolve disputes concerning the prudence of contracts and expenses. It is further

ORDERED that the proposed stipulation submitted by the parties in this docket is hereby approved, provided it contains the amendments set forth in the body of this Order. It is further

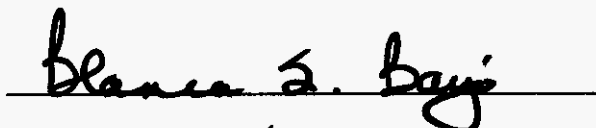
ORDERED that the parties shall submit an executed stipulation with the Commission by April 21, 1995. It is further

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ORDERED that the parties shall advise the Commission of the results of the letter ruling from the Internal Revenue Service. It is further

ORDERED that if the Internal Revenue Service letter ruling is favorable to the proposed plan, the parties may implement the terms of the stipulation and this docket may be closed administratively.

By ORDER of the Florida Public Service Commission, this 28th day of April, 1995.

A handwritten signature in cursive script, reading "Blanca S. Bayó", is written over a horizontal line.

BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900 (a), Florida Rules of Appellate Procedure.



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ATTACHMENT A  
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STATE OF FLORIDA  
PUBLIC SERVICE COMMISSION

IN RE: )  
 )  
 Petition of SANLANDO UTILITIES )  
 CORPORATION For A Limited ) DOCKET NO.: 930256-WS  
 Proceeding to Implement Water )  
 Conservation Plan in )  
 Seminole County )

STIPULATION

THIS STIPULATION is made and entered into among Sanlando Utilities Corporation (Sanlando), the Florida Audubon Society (Audubon), Friends of the Wekiva River (Friends), St. Johns River Water Management District (SJRWMD), Office of the Public Counsel (Citizens), Tricia A. Madden, individually and as President of the Wekiva Hunt Club Community Association, Inc. (Association), Jack R. Hiatt (Hiatt), and Robert E. Swett (Swett).

WITNESSETH:

WHEREAS, on March 10, 1993 Sanlando filed a Petition for a Limited Proceeding to implement a water conservation plan, including reuse of reclaimed water, which proposes to establish inclining block water rates which would generate additional funds to be put in an escrow account; and

WHEREAS, the funds in the escrow account would be devoted to the construction of reuse facilities to divert a substantial amount of Sanlando's wastewater from the Wekiva River to three golf courses and other reuse users; and

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WHEREAS, the Florida Public Service Commission (Commission) on December 10, 1993, issued Order No. PSC-93-1771-FOF-WS approving Sanlando's Petition for Limited Proceeding to implement the water conservation plan and requiring Sanlando to file a proposed charge for reclaimed water; and

WHEREAS, Watt, Association and Swatt filed timely protests to the Commission's Order PSC-93-1771-FOF-WS, the Citizens filed their Notice of Intervention, and the SURWMD, Audubon and Friends' Petitions to Intervene were granted; and

WHEREAS, after the protests were filed in this docket, the Florida Legislature passed Committee Substitute for House Bill 1308, which was signed into law by Governor Chiles on May 25, 1994 and became Chapter 94-243, Laws of Florida; and

WHEREAS, Chapter 94-243, Laws of Florida, amends Chapter 367, 373, and 403, Florida Statutes, to encourage and promote water conservation and the reuse of reclaimed water in the State of Florida; and

WHEREAS, Chapter 94-243, Laws of Florida, creates Chapter 367.0817, Florida Statutes, which requires the Commission to review a utility's reuse project plans and determine whether the projected costs are prudent and whether the proposed rates are reasonable and in the public interest; and

WHEREAS, Chapter 367.0817, Florida Statutes, requires that all prudent costs of approved reuse facilities shall be recovered in rates and that this recovery can be from a utility's water, wastewater or reuse customers or any combination thereof; and

WHEREAS, Chapter 367.0817, Florida Statutes, authorizes the Commission to approve rates based upon projected costs and permits the rates to be implemented when the reuse project plan is approved or when the project is placed into service.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. The parties agree that a not-for-profit corporation (the "Corporation") shall be established for the purposes of encouraging water conservation and reuse and for the education of the public on the use of water. The Corporation shall apply for 501-c (3) tax exempt status. Each Orlando water customer shall be entitled to be a member of the Corporation. The initial Board of Directors of the Corporation shall be composed of nine (9) members, to be constituted as follows:

A. One representative to be appointed by each of the following homeowners associations:

- a. Wekiwa Hunt Club Community Association
- b. The Springs Community Association
- c. Wingfield Reserve Homeowners' Association
- d. Wekiwa Cove Homeowners Association
- e. Sweetwater Oaks Homeowner's Association
- f. Sable Pointe Master Association

B. Two representatives to be selected by the six (6) above directors, who are not eligible to be members of any of the above six (6) associations.

C. One representative to be selected by the six (6) above directors, who is a commercial water customer.

At the first annual meeting of the membership a new board of directors shall be elected by the membership pursuant to the terms of the Bylaws.

The Chief Operating Officer of the Corporation shall be selected by the Corporation, subject to the reasonable approval of all parties to this Stipulation until construction of the reuse facility is completed, and shall be authorized to disburse monies from the escrow account on behalf of the Corporation pursuant to approval of the Commission as set out in Paragraph 2 of this Stipulation. After the reuse facility's construction is completed and final payment from the escrow account for construction of the reuse facility has been disbursed, Sanlando shall no longer participate in selection of the Chief Operating Officer of the Corporation. The SURWMD shall be responsible for preparing the Articles of Incorporation, which Articles must be approved by all parties hereto. The SURWMD shall also be responsible for preparing the initial draft of the Bylaws for the Corporation, which Bylaws must be approved by all parties hereto before final approval by the Corporation. If for any reason the parties are unable to reach agreement with respect to selection of the Chief Operating Officer, or drafting the Articles of Incorporation or the Bylaws for the Corporation, then the parties may submit any such dispute which arises to the Commission for resolution.

2. The stipulated reuse facility surcharge reflecting the conservation inclining block water rates as set out in Paragraph 8 shall be implemented with all of the collected reuse facility surcharge being placed in an interest bearing escrow account in the name of the Corporation. Sanlando shall function as a collection agent for the Corporation. Sanlando shall be solely responsible for collecting the reuse facility surcharge on behalf of the Corporation and depositing it into the escrow account. In addition to being responsible for collecting the reuse facility surcharge for the Corporation, Sanlando shall also be solely responsible for constructing and operating the reuse facility pursuant to the terms and conditions of the Facility Agreement between Sanlando and the Corporation described in paragraph 4 below. The Corporation shall be responsible for and shall pay from the escrow account all prudent expenses, including any and all taxes imposed against the Corporation or Sanlando, fees and permits associated with the collection of the reuse facility surcharge, establishment of the escrow account, or funding and construction of the reuse facilities. Any withdrawals of funds from the escrow account shall be subject to the prior approval of the Commission through the Director of the Division of Records and Reporting. The standard for such approval shall be that the funds being requested are being spent for expenditures authorized in accordance with this Stipulation and the contracts for design, permitting and construction of the reuse facility entered into in accordance with the provisions of paragraph 4. There shall be no tax liability

incurred by Sanlando for acting as the collection agent for the reuse facility surcharge. Any federal or state income taxes assessed or imposed against Sanlando with respect to the reuse facility surcharge or the reuse facility shall be paid from the Escrow Account.

Notwithstanding the above, the Corporation shall immediately seek an opinion from the Internal Revenue Service that the collection and remittance by Sanlando of the reuse facility surcharge <sup>and</sup> the construction of the reuse facility for the Corporation, ~~and the provisions of Paragraph 6 of the Stipulation~~ are not taxable. The proposed ruling request shall be filed on behalf of the Corporation and the rate payers of Sanlando by the Office of Public Counsel. Until this opinion is rendered the reuse facility surcharge shall not be implemented. If the IRS should decide that taxes would be due and owing on the surcharge if implemented, then this matter will be presented to the Commission for further action.

3. The escrow account shall be owned by the Corporation. Reasonable expenses to operate the Corporation shall be paid from the escrow account. If for any reason the reuse facilities are not constructed or completed, unused escrowed funds, including interest, shall be returned to the customers from whom they were

collected. Any funds remaining in the escrow account in excess of the cost of the reuse facilities shall be returned to the customers from whom they were collected.

4. If a favorable ruling request is obtained from the Internal Revenue Service, then Sanlando and the Corporation shall enter into an agreement (the "Facility Agreement") which shall specify terms and conditions upon which the reuse facilities shall be designed and constructed. The Corporation shall, from the escrow account, pay invoices which have been presented pursuant to contracts entered into in accordance with the Facility Agreement.

The Facility Agreement shall provide, in part, the following:

- a. Sanlando will, at such time as it reasonably believes will give sufficient time to timely complete all design, permitting and other pre-construction tasks, engage an engineering firm of its choice to do engineering design, construction drawings and specifications for the reuse facility. The charges for the engineering work will be paid by the Corporation out of the escrow account upon submittal by Sanlando of invoices received by Sanlando from the engineer.
- b. Sanlando will be responsible for filing for and obtaining permits for the construction and operation of the reuse facility. All fees for such permits will be paid by the Corporation out of the escrow account. All engineering work required to file for and obtain the permits, together with any legal services required to obtain the

permits will be paid for by the Corporation out of the escrow account. Sanlando shall be authorized to engage legal counsel of its choice to perform such legal services without requirement for approval and to incur reasonable legal fees, to be paid from the escrow account.

- c. At such time as the monies in the escrow account equal the estimated cost of construction as determined by the engineer based upon the engineering design, construction drawing and specifications, Sanlando will contract with a construction contractor to install the reuse facility pursuant to the plans and specifications prepared by the engineer and requisite permits issued by state agencies. The cost of construction of the reuse facilities will be paid by the Corporation out of the escrow account as invoices are received by Sanlando from the contractor.
- d. If disagreement arises between the parties as to the reasonableness or prudence of the contracts for design, permitting and construction of the reuse facility, or any action to be taken under the contracts, then the parties agree that the Corporation shall be authorized to retain an independent engineering firm experienced in water and wastewater facility design and construction to determine the reasonableness or prudence of the contracts, or the actions to be taken under the contracts. The fees charged by the engineering firm to conduct such



reasonableness or prudence review shall be paid from the escrow account. In the event a disagreement cannot be resolved in this manner, then the disagreement shall be submitted to the Commission for resolution.

5. The escrow account shall be established pursuant to a written agreement (the "Escrow Agreement") between the Corporation, the Commission and an independent financial institution, and subject to the terms and conditions of the Facility Agreement between Sanlardo and the Corporation as stated in paragraph 4 of this Stipulation. Said escrow account should be established between the Corporation and an independent financial institution pursuant to an Escrow Agreement. The Commission shall be a party to the Escrow Agreement and a signatory to the escrow account. The Escrow Agreement should state the following: That the account is established at the direction of the Commission and in accordance with the stipulation for the purpose set forth above. That no withdrawals of funds should occur without the prior approval of the Commission through the Director of the Division of Records and Reporting, that the account should be interest bearing, that information concerning the escrow account should be available from the institution to the Commission or its representative at all times, and that pursuant to Cosentino v. Elson, 261 So.2d 283 (Fla. 3d. DCA 1972), escrow accounts are not subject to garnishments. Sufficient surcharge shall be collected and deposited into the escrow account to fund the construction of the reuse facilities (which is estimated to be approximately 1.2 million dollars) and to

pay for other necessary incidental expenses, including those mentioned in paragraph 10 below. Sanlando shall obtain no ownership interest in connection with entering into contracts and constructing the reuse facilities as provided for in the Facility Agreement between Sanlando and the Corporation.

6. The reuse facilities shall be owned by the Corporation, with Sanlando being given full authority to operate the reuse facilities pursuant to a lease agreement entered into between Sanlando (as lessee) and the Corporation (as lessor). The lease agreement shall be in the form of a triple net lease and shall provide that Sanlando shall be responsible for maintaining reasonable liability and property damage insurance naming Sanlando and the Corporation as insured. The rental for use of the reuse facilities by Sanlando shall be \$1.00 per year plus, after the escrow account is closed, such additional amounts reasonably necessary to effectively operate the Corporation, including but not limited to annual filings and other administrative costs. All prudent expenses and revenues associated with the operation and maintenance of the reuse facilities and rental paid therefore shall be included in the operating expenses of Sanlando, and be a part of any calculation to determine the Sanlando's revenue requirement for rate setting purposes.

7. Prior to the reuse facilities being placed into service, Sanlando shall file with the Commission a proposed charge for the reclaimed water for the existing golf courses within Sanlando's service area as well as any other potential end users of the reclaimed water. Upon receiving Sanlando's proposal, the

Commission shall determine a fair and equitable charge or charges for the reclaimed water.

8. The stipulated conservation inclining block rates (60% of the increase approved by the PAA Order, representing the estimated 1.2 million dollar cost to construct the reuse facilities implemented are:

GALLONAGE CHARGE

USER CLASS	PAA Approved Charge Plus Surcharge per 1,000 gallons	Calculated Surcharge	40% Reduction in Surcharge	Reduced Surcharge	Final Stipulated Rates, including Surcharge
0 to 10,000 gallons per month (gpm)	\$0.37 *	\$0.00	\$0.00	\$0.00	\$0.37
10,001 to 20,000 gpm	.50	.23	.092	.278	.448
20,001 to 30,000 gpm	.65	.28	.112	.268	.538
over 30,000 gpm	.85	.48	.192	.288	.658
General Service, multi-family and bulk sale users	.60	.23	.092	.238	.508

\* Includes \$0.015 for indexed rate increase. Rates in all categories will be subject to index, pass through, or full rate increase adjustments whenever they occur.

9. Within 30 days of implementation of the surcharge, Saniando shall begin to file monthly reports and documentation with the Commission, including but not limited to the calculations setting forth the amount of surcharge collected and the amount of surcharge deposited into the escrow account. These reports shall be due by the 15th day of each month. When the escrow account is

fully funded to construct the approved reuse facilities, the utility shall cease collecting the surcharge and file an amendment to its tariff reflecting at a minimum the following reduction in rates:

GALLONAGE CHARGE

USER CLASS	Removal of Surcharge per 1,000 gallons
0 to 10,000 gallons per month	\$0.00
10,001 to 20,000 gallons per month	.075
20,001 to 30,000 gallons per month	.162
over 30,000 gallons per month	.258
General Service, multi-family, and bulk sale users	.138

10. The Commission shall determine Sanlando's reasonable expense for this docket. This approved expense shall be reimbursed from funds deposited into the escrow account. The Wakiva Hunt Club Community Association's and the Florida Audubon Society's and Friends of the Wakiva River's expenses shall also be paid from funds deposited into the escrow account, which shall include expenses associated with their participation in this docket up to and including approval of the Stipulation. All reasonable costs and expenses incurred by the Corporation in undertaking all obligations imposed upon it by this Stipulation, including but not limited to, negotiating and finalizing the Facilities Agreement, the Escrow Agreement and the Lease Amendment shall be reimbursed to it from the Escrow Account. This shall include all reasonable professional fees required for these tasks. Any dispute concerning

the reasonableness of such expenses, costs or fees shall be resolved by the Commission.

IN WITNESS WHEREOF, the parties have executed this Stipulation in several counterparts.

Signed, sealed and delivered in the presence of:

Name: \_\_\_\_\_

JOHN F. LOWMEDES, ESQUIRE  
Attorney for Sanlando Utilities Corporation

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

NANCY B. BARNARD, ESQUIRE  
Attorney for St. Johns River Water Management District

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

CHARLES LEE  
Senior Vice President,  
Florida Audubon Society and  
Representative, Friends of the  
Wekiva River

Date: \_\_\_\_\_

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Name: \_\_\_\_\_

JACK SHREVE, ESQUIRE  
Public Counsel on Behalf of the  
Citizens of the State of Florida

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

ROBERT L. TAYLOR, ESQUIRE  
Attorney for Tricia A. Madden  
and Wekiva Hunt Club Community  
Association, Inc.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

ROBERT E. SWETT

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

JACK HIATT

Name: \_\_\_\_\_

Date: \_\_\_\_\_