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3d

LAKE SUZY UTILITIES, INC.

(941) 629-2439

12408 S.W. SHERI AVENUE
LAKE SUZY, FLORIDA 33821

September 9, 1997

DEPOSIT

DATE

D 6 1 2

SEP 11 1997

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

97189-WS
970657-WS

Dear Sirs:

Please find enclosed the original and five copies of the application for the Original Certificate in Existence and Charging Rates for Lake Suzy Utilities to serve in Charlotte and Desoto Counties along with the corresponding exhibits, one copy of the territory and system maps and one original and two copies of the water and wastewater tariffs and check # 6448 in the amount of \$1,500.00 as the application fee. The exhibits are listed as follows:

Maps to WAW

- A- Types of Water Services,
- B- Schedule of Water Customers,
 - B.1 Water Connections and Projections in Units,
- C- Permit Numbers for Water Facilities,
- D- Ownership of Land for Water Facilities,
- E- Schedule of Wastewater Customers,
 - E.1 - Wastewater Connections and Projections in Units,
- F- Permit Numbers for Wastewater Treatment Facility
- G- Ownership of Land for Wastewater Facilities,
 - G.1 and G.2 Warranty Deeds
- H- Technical and Financial Ability to Render Service,
- I- How and Why Lake Suzy began Providing Service,
- J- Authority for Current Rats and Charges,
- K- Water and Wastewater Tariffs,
- L- Description of Water and Wastewater Territory Served,
- M- Statement on Areas not Currently being Served,
 - M.1 map of areas in territory, M.2 Territory Agreement (Haus),
 - M.3 Territory Agreement (Kingtrust), M.4 Territory Agreement (Foundation), M.5 Charlotte County Goals, Objectives and Policies, M.7 Letter from Desoto County Development Director,

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

DOCUMENT NUMBER-DATE

09239 SEP 11 97

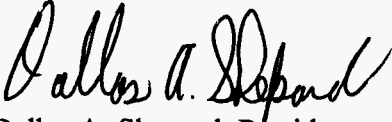
FPSC-RECORDS/REPORTING

- N- County Appraisal Maps showing Utility Territory,
- O- Water and Wastewater System Maps.

Lake Suzy will forward Exhibits P, Q, and R as soon as the noticing has been completed.

Thank you for your time and effort in this matter and if there are any questions, please advise as we would like to complete this process as soon as possible.

Sincerely,

A handwritten signature in cursive script that reads "Dallas A. Shepard".

Dallas A. Shepard, President
Lake Suzy Utilities, Inc.

**APPLICATION FOR ORIGINAL CERTIFICATE
FOR A UTILITY IN EXISTENCE AND CHARGING RATES**

(Pursuant to Section 367.045, Florida Statutes)

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

9/11 89-115

The undersigned hereby makes application for original certificate(s) to operate a water X and/or wastewater X utility in DESOTO and CHARLOTTE 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:

LAKE SUZY UTILITIES, INC.

Name of utility

(941) 629-2439

(941) 629-0742

Phone No.

Fax No.

12408 S_W SHERI AVENUE

Office street address

LAKE SUZY

FL

34266

City

State

Zip Code

SAME

Mailing address if different from street address

Internet address if applicable

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

DALLAS A. SHEPARD

(941) 629-2439

Name

Phone No.

12408 S_W SHERI AVENUE

Street address

LAKE SUZY

FL.

34266

City

State

Zip Code

PSC/WAW 16 (Rev. 8/95)

DOCUMENT NUMBER-DATE

09239 SEP 11 5

FPSC-RECORDS/REPORTING

C) Indicate the organizational character of the applicant:
(circle one)

Corporation Partnership Sole Proprietorship

Other _____
(Specify)

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

DALLAS A. SHEPARD PRESIDENT

SHELLY L. SHEPARD VICE-PRESIDENT

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

PART II SYSTEM INFORMATION

A) WATER

(1) Exhibit A - A statement describing the proposed types(s) of water service to be provided (i.e., potable, non-potable or both).

(2) Exhibit B - A schedule showing the number of customers currently being served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(3) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by the DEP to issue permits:

_____ C _____

- (4) Indicate when the water utility system was established.

NOVEMBER 1981

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

B) WASTEWATER

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

 F

- (3) Indicate when the wastewater utility system was established.

NOVEMBER 1981

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

PART III FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit H - A statement regarding the financial and technical ability of the applicant to continue to provide service.

- B) Exhibit I - A statement explaining how and why the applicant began providing water and/or wastewater service prior to obtaining a PSC certificate.

PART IV RATES AND TARIFFS

- A) Exhibit J - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit K - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. **Sample tariffs are enclosed with the application package.**

PART V TERRITORY DESCRIPTION AND MAPS

A) **TERRITORY DESCRIPTION**

Exhibit L - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility is currently serving. If the water and wastewater service territories are different, provide separate descriptions.

Exhibit M - If the applicant is requesting territory not serviced at the time of the application provide the following:

- (1) A statement showing the need for service in the proposed area.
- (2) A statement that, to the best of the applicant's knowledge, the provision of service in this territory will be consistent with the water and wastewater sections of the local comprehensive plan as approved by the Department of Community Affairs at the time the application is filed. Or, if not consistent, a statement demonstrating why granting the territory would be in the public interest.

B) **TERRITORY MAPS**

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

C) **SYSTEM MAPS**

Exhibit 0 - One copy of detailed map(s) showing existing lines, facilities and the territory being served. **Additionally, any requested territory not served at the time of application shall be specifically identified.** Map(s) should be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

PART VI **NOTICE OF ACTUAL APPLICATION**

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

- (1) the governing body of the municipality, county, or counties in which the system or 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 Director of Records and Reporting;
- (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 Q - 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. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit R - 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.

PART VII FILING FEE

Indicate the filing fee enclosed with the application:

\$ 750.00 (for water) and/or \$750.00 (for wastewater).

Note: Pursuant to Rule 25-30.030, Florida Administrative Code, the amount of the filing fee as follows:

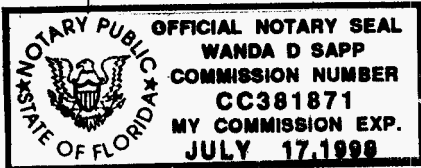
- (1) For applications in which the utility has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- (2) For applications in which the utility has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- (3) For applications in which the utility has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

PART VIII AFFIDAVIT

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

BY: *Dallas A. Shepard*
Applicant's Signature
DALLAS A. SHEPARD
Applicant's Name (Typed)
PRESIDENT
Applicant's Title *

Subscribed and sworn to before me this 9TH DAY
of SEPTEMBER 1997.



Wanda D Sapp
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 A

Types of Water Services

Currently Lake Suzy is only providing potable water to its customer base. During the next expansion phase of our wastewater treatment facility, the utilities is considering providing reclaimed water to the golf courses within our service area.

EXHIBIT B

Schedule of Water Customers by Class and Meter Size (Currently and Projected for unserved areas)

Attached is Exhibit B.1 which lists the water connections in units and meter sizes to the existing areas in the Lake Suzy service area. The top section breaks down the units with existing services, the units remaining within the subdivision and the total units to be served. Given Lake Suzy's past growth rate of around 30 connections per year, these existing subdivisions would be built out within the next ten to fifteen years.

At the bottom of exhibit B.1 indicates the areas within the service area of Lake Suzy that are not platted or subdivided at this time. The acreage's are listed with a projected units per acre which derives the projected total units in the future. These projections were based on the allowable uses within the Desoto County Comprehensive Land Use Plan and intentions of the land owners. These areas are subject to change as the market conditions will dictate in the future.

Lake Suzy Utilities, Inc
Water Connections and Projections in Units

EXHIBIT B.1

10 Year Projected Build-Out Platted Subdivisions	Meter Size	Meter Count	Existing Units Water	Remaining Build Out Units Water	Total Build out Units Water
Lake Suzy Estates					
Single Family	5/8x3/4	**	77	31	108
Garden Villas	5/8x3/4	**	11	26	37
Total			88	57	145
Kings Crossing					
Kingsway Properties	5/8x3/4	**	28	24	52
Club Side Villas	5/8x3/4	**	24	0	24
Kingsway Golf Villas	5/8x3/4	**	104	0	104
Villas at Kings Crossing	5/8x3/4	**	21	12	33
Total			177	36	213
Pembroke					
Single Family	5/8x3/4	**	21	84	105
Lake Pembroke					
Single Family	5/8x3/4	**	15	38	53
Lake Pookiehatchee					
Heron Pointe	2"	6	128	0	128
Egret Pointe	2"	5	120	0	120
South Shore	5/8x3/4	**	9	12	21
North Shore	1.5"	3	25	104	129
Total			248	150	398
Links Subdivision	5/8x3/4		1	48	49
Commercial Hook ups	3/4 to 1.5	**	5	0	5
Other connections	5/8x3/4	**	8	0	8
Total			13	0	13

**** Same as Existing Units**

	Existing Units Water	Remaining Units Water	Total Build Out Water
Total Single Family	302	263	565
Total Multi-Family	248	150	398
Comercial	5	0	5
Total Units	555	413	968

Unservd Areas in Utility Service Area

20 year Projection

Non-Platted land

	Acres	Units per Acre	Total Units Water	Area not in prior Tariff
Lake Nancy	120	3	360	
Lake Pookie	22	8	176	
Area N of Runway	70	0.5	35	
Runway	20	2	40	
Moore Property	320	2	640	
Kings Trust	308	2	616	
Total	860		1867	Units

	acres	Intensity per acre	Gal per Day	10GPD/100 sq ft
College Property	14	0.2	12,197	
Commercial	40	0.2	34,848	
Total Commercial Area in Gallons			47,045	

EXHIBIT C

Permit Numbers for Water Treatment Facilities

Since Lake Suzy is a consecutive water user and receives all of our water from Desoto County who receives all of its water from the Peace River Manasota Regional Water Supply Authority, Lake Suzy does not have any water treatment facilities and therefore does not have any permits for aforesaid facilities.

EXHIBIT D

Ownership of Land for Water Treatment Facilities

Since Lake Suzy does not own any water treatment facilities, we do not own any land for such facilities.

EXHIBIT E

Schedule of Wastewater Customers by Class and Meter Size (Current and Projected for unserved areas)

Attached is Exhibit E.1 which lists the sewer connections in units to the existing areas in the Lake Suzy service area. The top section breaks down the units with existing services, the units remaining within the subdivision and the total units to be served. Given Lake Suzy's past growth rate of around 30 connections per year, these existing subdivisions would be built out within the next ten years.

At the bottom of exhibit E.1 indicates the areas within the service area of Lake Suzy that are not platted or subdivided at this time. The acreage's are listed with a projected units per acre which derives the projected total units in the future. These projections were based on the allowable uses within the Desoto County Comprehensive Land Use Plan and intentions of the land owners. These areas are subject to change as the market conditions will dictate in the future.

Lake Suzy Utilities, Inc
Wastewater Connections and Projections in Units

EXHIBIT E.1

10 Year Projected Build-Out Platted Subdivisions	Existing Units Sewer	Remaining Build Out Units Sewer	Total Build out Units Sewer
Lake Suzy Estates			
Single Family	0	108	108
Garden Villas	11	26	37
Total	11	134	145
Kings Crossing			
Kingsway Properties	5	47	52
Villas at Kings Crossing	21	12	33
Total	26	59	85
Pembroke			
Single Family	21	84	105
Lake Pembroke			
Single Family	15	38	53
Lake Pookiehatchee			
Heron Pointe	128	0	128
Egret Pointe	120	0	120
South Shore	9	12	21
North Shore	25	104	129
Total	248	150	398
Links Subdivision	0	49	49
Commercial Hook ups	3	2	5
Other connections	2	6	8
Total	5	8	13

	Existing Units Sewer	Remaining Units Sewer	Total Build Out Sewer
Total Single Family	73	315	388
Total Multi-Family	248	150	398
Comercial	5	8	13
Total Units	326	473	799

Unserved Areas in Utility Service Area
20 year Projection
Non-Platted land

	Acres	Units per Acre	Total Units Sewer	
Lake Nancy	120	3	360	Area not in prior Tariff
Lake Pookie	22	8	176	
Area N of Runway	70	0.5	35	
Runway	20	2	40	
Moore Property	320	2	640	
Kings Trust	308	2	616	
Total	860		1867	Units

	acres	Intensity per acre	Gal per Day	
College Property	14	0.2	12,197	
Commercial	40	0.2	34,848	10GPD/100 sq ft
Total Commercial Area in Gallons			47,045	

EXHIBIT F

Permit Numbers for Wastewater Treatment Facility

**STATE OF FLORIDA
DOMESTIC WASTEWATER FACILITY PERMIT
87,000 gpd**

Permit Number	FLA011964
Issuance Date	11/29/95
Expiration Date	11/29/00
Facility I.D. No	FLA011964
File No.	14-274864

EXHIBIT G

Ownership of Land for Wastewater Treatment Facilities

Attached as exhibits G1 and G2 are the Warranty Deeds to the WWTP land totaling 25.52 ± acres of land.

WARRANTY DEED

THIS INDENTURE, made this 19th day of February 1987, between BEN SHEPARD and HARRIETT SHEPARD, husband and wife, of the county of De Soto, State of Florida, grantor, and LAKE SUZY UTILITIES, INC., A Florida Corporation whose post office address is 910 Kings Highway, Lake Suzy, FL. 33821, of the County of De Soto and State of Florida, grantee.

WITNESSETH: that said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to said grantee, and grantee's heirs and assigns, forever, the following described land, situate, lying and being in De Soto County, State of Florida, to-wit:

A PARCEL of land lying in the NW 1/4 of Section 31, Township 39 South, Range 23 East, De Soto County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Section 31, thence N 89°05'18" E, a distance of 832.00 feet to the POB; thence continuing N 89°05'18" E, a distance of 1300.00 feet; thence S 0°54'42" E, a distance of 200.00 feet; thence S 89°05'18" W a distance of 1300.00 feet; thence N 0°54'42" W, a distance of 200.00 feet to the POB; containing 5.97 acres more or less.

THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE SEARCH

SUBJECT to restrictions, reservations and easements of record, zoning and other governmental regulations, and taxes and assessments for the year 1987 and subsequent years.

and said grantor, does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature] [Signature]
Ben Shepard
Harriett Shepard

STATE OF FLORIDA
COUNTY OF CHARLOTTE

THE FOREGOING instrument was acknowledged before me by BEN SHEPARD and HARRIETT SHEPARD, who being by me first duly sworn, depose and say that they executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid this 19th day of February, 1987.

[Signature]
Notary Public-State of Florida

My Commission Expires:

FILED AND RECORDED *Km*
DATE 04/25/94 TIME 15:58
DELMA ALLEN CLERK
CO:DESOTO ST:FL
DOC STAMPS 1,050.00
INTANG TAX .00 *Km*
RECORD VERIFIED
BY K Mc Hargue DC



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 28, 1988
ISSUED THIRD GENERAL INV. 11/87

THIS INDENTURE, made this 7th day of January, 1997, between **Ben and Harriett C. Shepard TTEES, UTD 5/16/91** of the county of Desoto hereinafter referred to as "grantor" and **Lake Suzy Utilities, Inc. a Florida corporation** whose address is 12408 SW Sheri Avenue, Lake Suzy, Fl. 34266, of the county of Desoto and State of Florida, hereinafter referred to as "grantee".

6.00
049.60
655.60

WITNESSETH: that said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to said grantee's heirs and assigns, forever, the following described land, situate, lying and being in Desoto County, State of Florida, to wit:

A tract of land lying within the NW 1/4 of Section 31, Twp 39S, Rng 23E, Desoto County, Fla., more particularly described as follows:

From the NW corner of said section 31, also being the POB, run S89°15'32"E along the north boundary of said section 31, 2660.081 feet to the NE corner of the NW 1/4 of said section 31; thence S00°08'26"E along the east boundary of NW 1/4 of said section 31, 689.909 feet; thence N72°20'37"W, 765.765 feet; thence N54°35'19"W, 177.231 feet; thence N70°44'04"W, 454.543 feet; thence N89°15'32"W, 380.000 feet; thence S77°05'40"W, 96.734 feet; thence S63°26'51"W, 690.000 feet; thence S89°53'09"W, 265.717 feet to the west boundary of said section 31; thence N00°06'51"W along the west boundary of said section 31, 565.043 feet to the POB.

Less and except a parcel of land lying in the NW 1/4 of Section 31, Twp 39S, Rng 23E, Deosto County, Florida, as recorded in Plat Book 328 Page 1161 Desoto County, Florida more particularly described as follows:

Commencing at the Northwest corner of said Section 31, thence N 89° 05' 18" E, a distance of 832.00 feet to the POB; thence continuing N 89° 05' 18" E, a distance of 1300.00 feet; thence S 0° 54' 42" E a distance of 200.00 feet; thence S 89° 05' 18" W a distance of 1300.00 feet thence N 0°54'42" W, a distance of 200.00 feet to the POB.

Parcel containing 19.55± acres.

THIS INSTRUMENT PREPARED WITHOUT BENEFIT OF TITLE SEARCH

SUBJECT to restrictions, reservations and easements of record, zoning and other governmental regulations, and taxes and assessments for the year 1997 and subsequent years.

and said grantor, does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Print Name: David W. Shepard

[Signature]
Print Name: Alan S. Miller

[Signature]
Print Name: David W. Shepard

[Signature]
Print Name: Alan S. Miller

[Signature]
Ben Shepard, TTEES

[Signature]
Harriett C. Shepard, TTEES



State of Florida
County of Desoto

FILED AND RECORDED
DATE 01/23/97 TIME 11:07
MITZIE W. MCGAVIC CLERK
CO:DESOTO ST:FL
DDC STAMPS 2,049.60
INTANG TAX .00

THE FOREGOING instrument was acknowledged before me by Ben and Harriett C. Shepard, who being personally known, depose and say that they executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal in the county and state last aforesaid this 7th day of January, 1997.

[Signature]
Notary Public - State of Florida



EXHIBIT H

Technical and Financial ability to Render Service

Lake Suzy Utilities has been in existence since November of 1981 and as of August 15, 1997 was serving 587 ± water units and 360 ± sewer units. Because of the existing customer base and our history of serving the Lake Suzy area for sixteen years we feel we can provide the same or if not better and efficient service to all of our customer base in the future.

A Staff Assisted Rate Case has just been completed for Lake Suzy through the PSC whereas the rates have been adjusted to ensure financial stability to render service to its existing and future customers.

Lake Suzy has retained American Commonwealth with Allen Slater as our Lead Certified Operator (Class B, certificate no. 6258) whose address is 1951 Suite E, Sarasota, Florida 34240 for the operations of our wastewater treatment plant. American Commonwealth also takes the monthly water bacteriological samples for Lake Suzy's consecutive water system.

Lake Suzy also retains William J. Murchie, P.E. from A&M Engineering (6320 Tower Lane, Sarasota, Florida 34240) for engineering purposes and other technical advise. A&M is the engineer of record on our completed WWTP expansion.

EXHIBIT I

How and Why Lake Suzy began Providing Service

In November of 1981 Lake Suzy organized as a Utility under the jurisdiction of Desoto County and on August 14, 1984 Desoto County passed resolution 1984-22 whereby Lake Suzy became under the jurisdiction of the Public Service Commission.

Lake Suzy received certificates No. 480-W and 416-S on December 9, 1986 per order number 16935 and docket number 850790-WS. Lake Suzy successfully operated under the PSC jurisdiction until March 5, 1997 when Desoto County adopted resolution no. 22 rescinding PSC jurisdiction.

Lake Suzy as of the filing of this application still has valid certificates with the PSC; however, the certificates are to be canceled pending the conclusion of our staff assisted rate case under docket no. 960799-WS.

EXHIBIT J

Authority for Current Rates and Charges

As of July 25, 1997 Lake Suzy and the PSC completed our staff assisted rate case under docket no. 960799-WS order no. PSC-97-0540-FOF-WS. As of the filing of this application, Desoto County has not adopted their rules and regulations nor issued certificates of authorization as applied for by Lake Suzy. Therefore, Lake Suzy has been working under the rates and charges as approved by the PSC according to the above mentioned order.

EXHIBIT K

Water and Wastewater Tariffs

Lake Suzy is submitting the water and wastewater tariffs as approved by the PSC under order number PSC-97-0540-FOF-WS. The only revisions to the tariffs are that all the sheets are marked as original and the effective date is left blank until approval is given by the PSC and the territory descriptions have also been changed as last approved by the PSC.

DESCRIPTION OF WASTEWATER TERRITORY SERVED

All of the land in Sections 31 and 32, Township 39S, Range 23E Desoto County, Florida less and except parcels 1, 2 and 3 in said section 31, plus a portion of land in Sections 29 and 30 Township 39S, Range 23E Desoto County, Florida, plus a portion of land in Section 10 Township 39S, Range 23E Desoto County, Florida and plus a parcel of land in Sections 5 and 6, Township 40S, Range 23 E Charlotte County, Florida with all parcels more particularly described as follows:

LESS AND EXCEPT LAND IN SECTION 31 DESOTO COUNTY

All three (3) parcels of land are in Section 31, Township 39 South, Range 23 East, DeSoto County Florida. Bearings used in this description are taken from a deed recorded in Official Record Book 130, Pages 570-571, of said public records of DeSoto County, Florida. Said tracts are described as follows:

Begin at the southeast corner of section 31; Thence N89°38'45"W along the south line of said section 31, 2388.17 feet; thence N25°01'05"W, 39.15 feet; thence N32°09'31"W, 134.59 feet; thence N58°16'39"W, 152.45 feet; thence N08°41'03"E, 58.79 feet; thence N11°35'37"E, 720.86 feet; thence N22°03'27"W, 563.84 feet; thence N20°08'35"E, 472.51 feet to the POB of Parcel 1 of 2. Said POB being a point on a curve concave to the southwest with a radius of 400.00 feet and a tangent bearing of S78°44'54"E; thence southeasterly along arc of said curve, 369.13 feet; thence S50°22'47"W, 159.29 feet; thence S17°21'14"E, 704.05 feet; thence S20°42'20"W, 582.63 feet; thence S68°11'54"E, 177.71 feet; thence N74°35'19"E, 353.72 feet; thence S65°20'26"E, 726.23 feet; thence N30°55'45"E, 287.95 feet; thence N45°35'19"W, 863.70 feet; thence N26°26'28"W, 725.47 feet; thence N47°17'25"W, 194.61 feet; S65°37'18"W, 58.42 feet to a point on a curve concave to the southwest with a radius of 460.00 feet, said course is radial to said curve; thence northwesterly along arc of said curve, 427.14 feet to a point on said curve to be labeled as POINT A; thence continuing along said curve 296.21 feet through a total angle of 90°06'00"; thence S65°31'26"W, 239.89 feet to the easterly ROW of Kingsway Circle; thence S24°28'34"E along the easterly ROW of Kingsway Circle, 60.00 feet; thence N65°31'26"E, 241.76 feet to a point on a curve concave to the southwest with a radius of 400.00 feet, thence northeasterly along arc of said curve 249.43 feet to the POB being parcel 1 of 3.

Thence beginning at above referenced POINT A; thence N67°18'04"W, 240.34 feet; thence N74°28'27"W, 56.04 feet; thence N05°02'43"E, 309.07 feet; thence N42°08'49"E, 189.00 feet; thence S85°12'39"E, 778.88 feet; thence S74°40'25"E, 365.65 feet; thence N66°43'21"E, 116.00 feet; thence S58°43'09"E, 183.27 feet to the POB of parcel 2 of 3; thence S10°57'21"W, 110.00 feet; thence N76°33'11"E, 814.18 feet; thence N02°30'36"W, 169.87 feet to the ROW of Kingsway Circle; thence S87°29'24"W, 465.49 feet along the ROW of Kingsway Circle to a point on a curve concave to the north with a radius of 530.00 feet; thence westerly along arc of said curve 67.52 feet; thence N85°12'39"W, 217.99 feet; thence S04°47'21"W, 221.24 feet; thence S58°43'09"E, 51.12 feet to the POB being Parcel 2 of 3.

All that portion of section 31 Township 39S Range 23E Desoto County Florida lying southwesterly of the Interstate Highway # 75 being more particularly described as follows:

Begin at the southwest corner of section 31, run N 00°02' 22" W a distance of 551.50 feet to a point on the southwesterly right of way line of said interstate highway # 75, said Right of Way line being a circular curve having as its elements a central angle of 2° 14' 18" a radius of 17070.73 feet and whose radius point bears N 57° 12' 39" E; thence southeasterly along said Right of Way a distance of 666.89 feet to the southerly line of said section 31; thence N 89° 38' 45" W along said south line a distance of 370.99 feet to the Point of Beginning being Parcel 3 of 3.

ADDITIONAL LAND IN SECTIONS 29 AND 30 DESOTO COUNTY

A portion of land in Sections 29 and 30, Township 39 South, Range 23 East, as recorded in the Public records of Desoto County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of aforesaid Section 30, Township 39 South, Range 23 East in DeSoto County, Florida as referenced by the recorded plat of the 46th addition to Port Charlotte Subdivision per plat thereof recorded in plat book 19, pages 45 through 45-FF in the public records of Sarasota County, Florida; thence S89°06'37"E, along the South line of the Southwest quarter of said section 30, a distance of 2000.00 feet to the POINT OF BEGINNING; thence continue S89°06'37"E along the South line of said section 30 a distance of 659.62 feet to the southwest corner of the Southeast 1/4 of said section 30; thence N89°55'34" along the south line of said section 30 a distance of 2656.34 feet to the southwest corner of section 29, township 39 south, range 23 east; thence N89°49'49"E along the south line of said section 29 a distance of 2365.45 feet to a point on the westerly right-of-way of Kings Highway (old State road S-741); thence northeast along said right-of-way along a curve concave to the southeast, with a radius of 2924.79 feet, a chord bearing of N24°53'35"E, and a central angle of 02°35'08" an arc distance of 131.98 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 186.94 feet; thence continue along the westerly right-of-way of Kings Highway S63°48'52"E a distance of 10.00 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 46.19 feet; thence continue along the westerly right-of-way of Kings Highway N20°09'48"E a distance of 213.11 feet; thence continue along the westerly right-of-way of Kings Highway N44°05'08"E a distance of 72.73 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 1743.50 feet; thence leaving said right-of-way N89°53'41"W a distance of 3427.23 feet; thence N89°14'16"W a distance of 3312.51 feet; thence S00°04'14"W a distance of 2191.90 feet to the POINT OF BEGINNING.

ADDITIONAL LAND IN SECTION 10 DESOTO COUNTY

All that part of the southeast quarter of Section 10, Township 39S, Range 23E Desoto County, Florida lying southerly of the S.C.L. RR. and westerly of County Road #761 Road.

ADDITIONAL LAND IN SECTIONS 5 AND 6 CHARLOTTE COUNTY

A parcel of land lying in Sections 5 and 6, Township 40 South Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 5 and run S89°39'47"E along the southerly boundary of said section 5 a distance of 259.24 feet to the westerly right-of-way of Kings Highway; thence S25°05'53"W along the westerly right-of-way of Kings Highway a distance of 352.43 feet; thence N89°38'45"W a distance of 2771.64 feet; thence N00°07'54"E a distance of 320.00 feet to the northerly section line of said section 6; thence S89°38'45"E along the southerly boundary of said section 6 a distance of 2661.15 feet to the point of beginning.

DESCRIPTION OF WATER TERRITORY SERVED

All of the land in Sections 31 and 32, Township 39S, Range 23E Desoto County, Florida less and except parcel 1 in section 31, plus a portion of land in Sections 29 and 30 Township 39S, Range 23E Desoto County, Florida, plus a portion of land in Section 10 Township 39S, Range 23E Desoto County, Florida and plus a parcel of land in Sections 5 and 6, Township 40S, Range 23 E Charlotte County, Florida with all parcels more particularly described as follows:

LESS AND EXCEPT LAND IN SECTION 31 DESOTO COUNTY

All that portion of section 31 Township 39S Range 23E Desoto County Florida lying southwesterly of the Interstate Highway # 75 being more particularly described as follows:

Begin at the southwest corner of section 31, run N 00°02' 22" W a distance of 551.50 feet to a point on the southwesterly right of way line of said interstate highway # 75, said Right of Way line being a circular curve having as its elements a central angle of 2° 14' 18" a radius of 17070.73 feet and whose radius point bears N 57° 12' 39" E; thence southeasterly along said Right of Way a distance of 666.89 feet to the southerly line of said section 31; thence N 89° 38' 45" W along said south line a distance of 370.99 feet to the Point of Beginning being Parcel 1 of 1.

ADDITIONAL LAND IN SECTIONS 29 AND 30 DESOTO COUNTY

A portion of land in Sections 29 and 30, Township 39 South, Range 23 East, as recorded in the Public records of Desoto County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of aforesaid Section 30, Township 39 Soth, Range 23 East in DeSoto County, Florida as referenced by the recorded plat of the 46th addition to Port Charlotte Subdivision per plat thereof recorded in plat book 19, pages 45 through 45-FF in the public records of Sarasota County, Florida; thence S89°06'37"E, along the South line of the Southwest quarter of said section 30, a distance of 2000.00 feet to the POINT OF BEGINNING; thence continue S89°06'37"E along the South line of said section 30 a distance of 659.62 feet to the southwest corner of the Southeast 1/4 of said section 30; thence N89°55'34" along the south line of said section 30 a distance of 2656.34 feet to the southwest corner of section 29, township 39 south, range 23 east; thence N89°49'49"E along the south line of said section 29 a distance of 2365.45 feet to a point on the westerly right-of-way of Kings Highway(old State road S-741); thence northeast along said right-of-way along a curve concave to the southeast, with a radius of 2924.79 feet, a chord bearing of N24°53'35"E, and a central angle of 02°35'08" an arc distance of 131.98 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 186.94 feet; thence continue along the westerly right-of-way of Kings Highway S63°48'52"E a distance of 10.00 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 46.19 feet; thence continue along the westerly right-of-way of Kings Highway N20°09'48"E a distance of 213.11 feet; thence continue along the westerly right-of-way of Kings Highway N44°05'08"E a distance of 72.73 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 1743.50 feet; thence leaving said right-of-way N89°53'41"W a distance of 3427.23 feet; thence N89°14'16"W a distance of 3312.51 feet; thence S00°04'14"W a distance of 2191.90 feet to the POINT OF BEGINNING.

ADDITIONAL LAND IN SECTION 10 DESOTO COUNTY

All that part of the southeast quarter of Section 10, Township 39S, Range 23E Desoto County, Florida lying southerly of the S.C.L. RR. and westerly of County Road #761 Road.

ADDITIONAL LAND IN SECTIONS 5 AND 6 CHARLOTTE COUNTY

A parcel of land lying in Sections 5 and 6, Township 40 South Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 5 and run S89°39'47"E along the southerly boundary of said section 5 a distance of 259.24 feet to the westerly right-of-way of Kings Highway; thence S25°05'53"W along the westerly right-of-way of Kings Highway a distance of 352.43 feet ; thence N89°38'45"W a distance of 2771.64 feet; thence N00°07'54"E a distance of 320.00 feet to the northerly section line of said section 6 ; thence S89°38'45"E along the southerly boundary of said section 6 a distance of 2661.15 feet to the point of beginning.

EXHIBIT M

Statement on Areas not Currently being Served

Question 1

Lake Suzy has areas that are not serviced at the time of this filing; however, as shown on map M.1 (exploded view of the Desoto County Future Land Use Map) there are four distinct areas incorporated into the Lake Suzy service area.

Area 1 (sections 31 and 32 Desoto County) has been the service area for Lake Suzy since its inception in 1981 for water and the same for sewer except for the territory of Kingsway Properties, Inc. (a private sewer utility as described as parcels 1 and 2 on the wastewater tariff sheets). Area 1 has the majority of the infrastructure for currently owned or operated facilities by Lake Suzy. Please see enclosed Exhibit O.

Area 2 currently only has one service connection in Charlotte County and Lake Suzy has an agreement for 41 of the remaining 48 lots to be serviced. The agreement is enclosed as exhibit M.2 between Haus Development and Lake Suzy Utilities.

In Area, 3 the property owners have actively been in contact with Lake Suzy for the need for service to a 400 mixed use project with water and sewer utilities being a primary issue. In 1996 the owners rezoned 58± acres to an industrial light classification. Enclosed is exhibit M.3 which is an agreement between Lake Suzy and Kings Trust to incorporate this parcel into the Lake Suzy Service Area for service.

Area 4 is a parcel currently owned by the Charlotte/Desoto College Foundation which houses a branch of Florida Southern College in Lakeland. The existing facility currently has a well system for its potable water and fire protection. Due to the increase demands from the FDEP, Lake Suzy and the Foundation have entered into an agreement (Enclosed as exhibit M.4) for Lake Suzy to provide service to this area.

Question 2

To the best of our knowledge and understanding, the provision of services to the above described areas are consistent with the Desoto and Charlotte County Comprehensive Land Use Plans specifically their water and sewer sections.

Desoto County has designated Lake Suzy as a high growth area and all the area in the Lake Suzy Service area is consistent with their Comprehensive Land Use Plan. Enclosed as Exhibit M.7 is a letter from the then acting Desoto County Development Director, stating that the above described land is not in conflict with the Comprehensive Land Use Plan.

The Charlotte County Comprehensive Land Use Plan under their Goals, Objectives, and Policies for Water and Sewer Section states in Objective 9.1 (attached as M.5) that "Charlotte County and the utilities serving the county should assure the provision of potable water and sanitary services in conjunction with previously certificated areas and the Urban Service Area strategy." Policy 9.1.1 states that "Utilities are

encouraged to extend central potable water and sanitary sewer services to Infill Areas in accordance with the Urban strategy. Such extensions will represent sequential extensions of service.” Attached as Exhibit M.6 is a map showing this land in the Infill Area for Charlotte County.

Since this land falls within the Infill Area and as an existing subdivision central water or sewer would need to be extended before building permits are issued, central water and sewer would need to be provided concurrently as stated in Policy 9.1.2 because both services are readily available.

SARASOTA COUNTY

T 30 S

T 30 S

RR

EXHIBIT M.1






RR

SBR

RR

DESOTO COUNTY 2000 CONCEPTUAL FUTURE LAND USE MAP

LEGEND

- City of Arcadia 
- Town Center
12 du/acre 
- Mixed Use Corridor
6 du/acre 
- Urban Residential
12 du/acre **UBR**
- Suburban Residential
6 du/acre **SBR**
- Semi-Rural Residential
1 du/acre **SRR**
- Rural Residential
1 du/3 acres **RR**
- Rural/Agricultural
1 du/10 acres **R/A**
- Public/Institutional
P/I
- Preservation 
- Recreation 

R/A

P/I

④

SBR

R/A

③
UBR
①

SBR

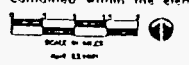
SBR

R 24 E

R 23 E

②

This Conceptual Future Land Use map is a graphic representation of the DeSoto County Comprehensive Plan Future Land Use Element, and is not intended to be interpreted without the Goal, objectives, and policies contained within the element.



April 11, 1999
by Central Florida Regional Planning Council

Water and Sewer Territory Expansion Agreement

This WATER AND SEWER TERRITORY EXPANSION AGREEMENT (hereinafter referred to as "AGREEMENT") is entered into this 26th day of April, 1997 by and between HAUS DEVELOPMENT, Inc. (hereinafter referred to as "OWNER") and LAKE SUZY UTILITIES, INC. a Florida Corporation (hereinafter referred to as "UTILITIES").

WITNESSETH

WHEREAS, OWNER owns forty-one of the forty-nine lots of the Links Subdivision as in Plat Book 15, Pages 18A and 18B of the Public Records of Charlotte County, Florida (hereinafter referred to as "Property") of land adjacent to the southern boundary of the UTILITIES franchised service area; and

WHEREAS, UTILITIES holds certificate number 480-W to provide water service per Order 16935, Docket 850790-WS dated 12/9/86 and certificate number 416-S to provide sewer service per Order 94-0700, Docket 931225-SU dated 6/8/94; and

WHEREAS, OWNER has investigated other options for service; and

WHEREAS, OWNER is desirous of UTILITIES expanding its water and sewer service areas to incorporate the Property; and

WHEREAS, OWNER or its assigns and UTILITIES intend to enter into future Developer Agreement(s) when water and/or sewer service is requested.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this AGREEMENT, and of the mutual covenants and agreements hereinafter set forth, OWNER and UTILITIES hereby agree as follows:

- 1. UTILITIES OBLIGATIONS** - UTILITIES shall file with the Florida Public Service Commission (PSC) in a timely fashion an APPLICATION FOR AMENDMENT OF CERTIFICATE PURSUANT TO SECTION 367.045, FLORIDA STATUTES (EXTENSION OR DELETION) (hereinafter referred to as "Application") to incorporate Property into the UTILITIES water and sewer certificated service areas.

UTILITIES shall pay all application fees as required by the PSC for the Application.

- 2. OWNER OBLIGATIONS** - OWNER shall provide to UTILITIES in a timely manner the information for UTILITIES to complete the Application to be filed with the PSC.

OWNER shall pay to UTILITIES fifty percent (50%) of the cost for the preparation, submittal and finalization of the Application to the PSC. Said payments shall be invoice to Trust and paid within 10 days of receipt of invoice. OWNER shall not be reimbursed in the event the PSC should deny the expansion request from UTILITIES.

- 3. FUTURE AGREEMENTS** - OWNER AND UTILITIES further agree that when OWNER or its assigns require water or sewer service that OWNER and UTILITIES will enter into a Developers Agreement for said service according to the prevailing rules and regulations of UTILITIES. This AGREEMENT is not intended to be a Developers Agreement or a request for immediate service.

4. **ASSIGNMENT** - No assignment, delegation, transfer, or novation of this AGREEMENT or any part hereof shall be made, unless approved by both OWNER and UTILITIES, which approval shall not be unreasonably withheld.

5. **NOTICES** - All notices, or other writings permitted or required to be delivered to OWNER at:

Haus Development, Inc
Attn: Charlotte Sopko, *President*
2465 TAMMAM TRAIL #3
PO BOX 3024
PT. CHARLOTTE, FL 33952

and to UTILITIES at:

Lake Suzy Utilities, Inc.
Attn: Dallas A. Shepard, President
12408 SW Sheri Street
Lake Suzy, Florida 33821

6. **ATTORNEY'S FEES AND COURT COSTS.** In the event of litigation, the prevailing party shall be entitled to an award of all costs and a reasonable attorney's fee whether incurred at trial, on appeal, or in bankruptcy. Venue shall be set in Desoto County, Florida.

7. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire agreement between OWNER and UTILITIES and has been entered into voluntarily and has been executed by authorized representatives of each party on the date written above.

IN WITNESS WHEREFORE, OWNER and UTILITIES have executed this agreement on the day, month, and year first above written.

WITNESSES

Theresa Matzky
Printed Name TERESA MATZKY

Margaret Harnett
Printed Name MARGARET HARNETT

Dallas A. Shepard
Printed Name Dallas A. Shepard

Wanda D. Gapp
Printed Name WANDA D GAPP

Charlotte Sopko
Haus Development, Inc
Charlotte Sopko, *President*

Dallas A. Shepard
Dallas A. Shepard, President
Lake Suzy Utilities, Inc.

Water and Sewer Territory Expansion Agreement

This WATER AND SEWER TERRITORY EXPANSION AGREEMENT (hereinafter referred to as "AGREEMENT") is entered into this 4th day of January, 1998 by and between KING'S TRUST U/T/D September 15, 1993 (hereinafter referred to as "TRUST") and LAKE SUZY UTILITIES, INC. a Florida Corporation (hereinafter referred to as "UTILITIES").

WITNESSETH

WHEREAS, TRUST owns approximately 308 ± acres (hereinafter referred to as "Property") of land adjacent to the northern boundary of the UTILITIES franchised service area; and

WHEREAS, UTILITIES is regulated by the Florida Public Service Commission (hereinafter referred to as "PSC") and holds certificate number 480-W to provide water service per Order 16935, Docket 850790-WS dated 12/9/86 and certificate number 416-S to provide sewer service per Order 94-0700, Docket 931225-SU dated 6/8/94; and

WHEREAS, TRUST is desirous of UTILITIES expanding its water and sewer service areas to incorporate the Property; and

WHEREAS, TRUST has rezoned through Desoto County approximately 58± acres of the eastern portion of Property to an Industrial Light classification and TRUST is desirous of obtaining water and sewer service in the future; and

WHEREAS, TRUST and UTILITIES intend to enter into future Developer Agreement(s) when water and/or sewer service is requested.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this AGREEMENT, and of the mutual covenants and agreements hereinafter set forth, TRUST and UTILITIES hereby agree as follows:

1. **UTILITIES OBLIGATIONS** - UTILITIES shall file with the PSC in a timely fashion an APPLICATION FOR AMENDMENT OF CERTIFICATE PURSUANT TO SECTION 367.045, FLORIDA STATUTES (EXTENSION OR DELETION) (hereinafter referred to as "Application") to incorporate Property into the UTILITIES water and sewer certificated service areas.

UTILITIES shall pay all application fees as required by the PSC for the Application.

2. **TRUST OBLIGATIONS** - TRUST shall provide to UTILITIES in a timely manner the information for UTILITIES to complete the Application to be filed with the PSC.

TRUST shall convey to UTILITIES upon the execution of this Agreement a twenty foot (20') recordable utility easement on the southern boundary of the Property more particularly described as EXHIBIT A attached hereto and made apart of this Agreement.

TRUST shall pay to UTILITIES upon the submittal of the Application to the PSC the sum of One thousand nine hundred eighty five dollars and zero cents (\$1,985.00) for the preparation of said Application. Said payment shall not be reimbursed in the event the PSC should deny the expansion request from UTILITIES.

3. **FUTURE AGREEMENTS - TRUST AND UTILITIES** further agree that when TRUST or its assigns require water or sewer service that TRUST and UTILITIES will enter into a Developers Agreement for said service according to the prevailing rules and regulations of UTILITIES. This AGREEMENT is not intended to be a Developers Agreement or a request for immediate service.

4. **ASSIGNMENT** - No assignment, delegation, transfer, or novation of this AGREEMENT or any part hereof shall be made, unless approved by both TRUST and UTILITIES, which approval shall not be unreasonably withheld.

5. **NOTICES** - All notices, or other writings permitted or required to be delivered to TRUST at:
Kings Trust
Attn: Robert C. Sifrit, Trustee
2315 Aaron Street
Port Charlotte, Florida 33952

and to UTILITIES at:
Lake Suzy Utilities, Inc.
Attn: Dallas A. Shepard, President
12408 SW Sheri Street
Lake Suzy, Florida 33821

6. **ATTORNEY'S FEES AND COURT COSTS.** In the event of litigation, the prevailing party shall be entitled to an award of all costs and a reasonable attorney's fee whether incurred at trial, on appeal, or in bankruptcy. Venue shall be set in Desoto County, Florida.

7. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire agreement between TRUST and UTILITIES and has been entered into voluntarily and has been executed by authorized representatives of each party on the date written above.

IN WITNESS WHEREFORE, TRUST and UTILITIES have executed this agreement on the day, month, and year first above written.

WITNESSES:

Suzanne M. Ziegler
Printed Name **SUZANNE M. ZIEGLER**

Marlene M. Knoll
Printed Name **MARLENE M. KNOLL**

Ann Marie E. Hart
Printed Name **ANNMARIE E. HART**

Dallas A. Shepard
Printed Name **Dallas A. Shepard**

Robert C. Sifrit, Trustee
Robert C. Sifrit, Trustee of the
King's Trust U/T/D September 15, 1993

Dallas A. Shepard, President
Dallas A. Shepard, President
Lake Suzy Utilities, Inc.

Water and Sewer Territory Expansion Agreement

This WATER AND SEWER TERRITORY EXPANSION AGREEMENT (hereinafter referred to as "AGREEMENT") is entered into this 9th day of November, 1995 by and between CHARLOTTE - DESOTO COLLEGE FOUNDATION, INC. a Florida Corporation (hereinafter referred to as "FOUNDATION") and LAKE SUZY UTILITIES, INC. a Florida Corporation (hereinafter referred to as "UTILITIES").

WITNESSETH

WHEREAS, FOUNDATION owns approximately 15 ± acres (hereinafter referred to as "Property") of land in Section 10 Township 39S Range 23E Desoto County, Florida more particularly described in Exhibit A attached hereto and by reference incorporated herein; and

WHEREAS, UTILITIES is regulated by the Florida Public Service Commission (hereinafter referred to as "PSC") and holds certificate number 480-W to provide water service per Order 16935, Docket 850790-WS dated 12/9/86 and certificate number 416-S to provide sewer service per Order 94-0700, Docket 931225-SU dated 6/8/94; and

WHEREAS, FOUNDATION and UTILITIES had a meeting with the Desoto County Commission Staff on October 21, 1991 to discuss the possibilities of providing water service to the Property for the opening of the FOUNDATION's new facility; and

WHEREAS, FOUNDATION because of unresolved matters with Desoto County provides its potable water and fire protection needs through a well system on the Property; and

WHEREAS, FOUNDATION desires UTILITIES to expand its water and sewer service areas to incorporate the Property; and

WHEREAS, FOUNDATION and UTILITIES intend to enter into a future Utility/Developer Agreement so UTILITIES can provide potable water service and fire protection to the Property.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this AGREEMENT, and of the mutual covenants and agreements hereinafter set forth, FOUNDATION and UTILITIES hereby agree as follows:

1. **UTILITIES OBLIGATIONS** - UTILITIES shall file with the PSC in a timely fashion an APPLICATION FOR AMENDMENT OF CERTIFICATE PURSUANT TO SECTION 367.045, FLORIDA STATUTES (EXTENSION OR DELETION) (hereinafter referred to as "Application") to incorporate Property into the UTILITIES water and sewer certificated service areas.

UTILITIES shall pay all application fees as required by the PSC for the Application.

2. **FOUNDATION OBLIGATIONS** - FOUNDATION shall provide to UTILITIES in a timely manner the information for UTILITIES to complete the Application to be filed with the PSC.

FOUNDATION shall pay to UTILITIES upon the submittal of the Application to the PSC the sum of Two hundred fifty dollars and zero cents (\$250.00) for the preparation of said Application. Said payment shall not be reimbursed in the event the PSC should deny the expansion request from UTILITIES.

3. FUTURE AGREEMENTS - FOUNDATION and UTILITIES intend but are not required to enter into a Utility/Developer Agreement for potable water service and fire protection to the Property once UTILITIES coordinates its activities with the appropriate governmental agencies such as but not limited to Desoto County, Peace River/Manasota Regional Water Supply Authority, Florida Department of Environmental Protection and the Southwest Florida Water Management District.

Said Utility/Developer Agreement shall be constructed in accordance with the prevailing rules and regulations of UTILITIES.

4. ASSIGNMENT - No assignment, delegation, transfer, or novation of this AGREEMENT or any part hereof shall be made, unless approved by both FOUNDATION and UTILITIES in writing, which approval shall not be unreasonably withheld.

5. NOTICES - All notices, or other writings permitted or required to be delivered to FOUNDATION at:

Charlotte - Desoto College Foundation, Inc.
Attn: Mr. Robert Keim, Chairman
8789 S.W. County Road 761
Arcadia, Florida 33821

and to UTILITIES at:

Lake Suzy Utilities, Inc.
Attn: Dallas A. Shepard, President
12408 SW Sheri Street
Lake Suzy, Florida 33821

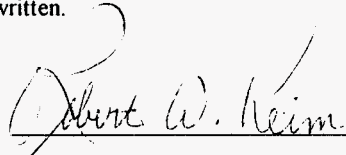
6. ATTORNEY'S FEES AND COURT COSTS. In the event of litigation, the prevailing party shall be entitled to an award of all costs and a reasonable attorney's fee whether incurred at trial, on appeal, or in bankruptcy. Venue shall be set in Desoto County, Florida.

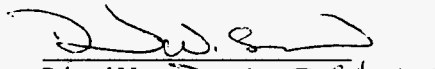
7. ENTIRE AGREEMENT: This AGREEMENT constitutes the entire agreement between FOUNDATION and UTILITIES and has been entered into voluntarily and has been executed by authorized representatives of each party on the date written above.

IN WITNESS WHEREFORE, FOUNDATION and UTILITIES have executed this agreement on the day, month, and year first above written.

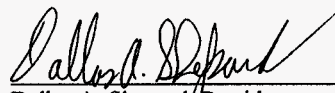
WITNESSES:

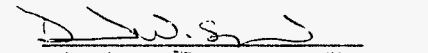

Printed Name ANNMARIE E. HART


Charlotte - Desoto College Foundation, Inc.


Printed Name Dallas W. Shepard


Printed Name ANNMARIE E. HART


Dallas A. Shepard/President
Lake Suzy Utilities, Inc.


Printed Name Dallas W. Shepard

Goals, Objectives, and Policies for Water and Sewer Section

Goal 9: Charlotte County will encourage public and private utility companies (utilities) to provide well-designed and economically efficient systems of potable water and sanitary sewer service that maximizes the use of existing facilities to meet the needs of a growing population, while protecting the natural environment.

Objective 9.1: Charlotte County and the utilities serving the county should assure the provision of potable water and sanitary sewer services in conjunction with previously certificated areas and the Urban Service Area strategy.

Policy 9.1.1: Utilities are encouraged to extend central potable water and sanitary sewer services to Infill Areas in accordance with the Urban Service Area strategy. Such extensions will represent sequential extensions of service.

Policy 9.1.2: In the case of a utility which provides both central potable water and sanitary sewer service, the utility is encouraged to extend potable water and sanitary sewer lines concurrently. As an exception to this policy, lines may be extended separately if the service area is primarily composed of one type of service line and is located at a distance from which it would be economically inefficient to require concurrent extensions.

Policy 9.1.3: In the case of utilities which provide both central potable water and sanitary sewer service, the certificated area for one service will generally not be extended to an area unless the certificated area for the other service is also extended to the same location.

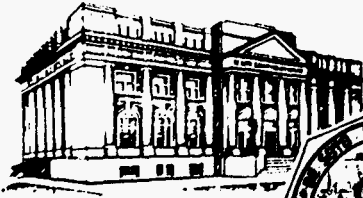
Policy 9.1.4: Certificated areas generally will not be extended or expanded for potable water or sanitary sewer service outside of Infill Area boundaries. An exception shall be made in the case of New Towns or Developments of Regional Impact in West County, Mid County, or South County or Rural Villages in East County.

Policy 9.1.6: Utilities which have an approved certification to provide service may serve their approved areas in accordance with the certification.

Policy 9.1.7: When it is necessary for potable water or sanitary sewer lines to be extended through a Rural Service Area in order to provide service to lands located within a service area, the extension of such transmission lines shall not be construed as justification for development at urban intensities in the Rural Service Area adjacent to the extended infrastructure.

COUNTY DEVELOPMENT DEPARTMENT
DESOTO COUNTY

EXHIBIT M.7



201 E. Oak St.
Suite 204
Arcadia, Florida 33821
Telephone (813) 993-4811

RONALD K. MILBURN
DEVELOPMENT DIRECTOR

October 5, 1995

Dallas A. Shepard, President
Lake Suzy Utilities
12408 S.W. Sheri Street
Lake Suzy, FL 33821

Dear Mr. Shepard:

Lake Suzy Utilities service area proposed expansion located in Sections 10,29,30 and the proposed deletion located in the southwest corner (west side of Interstate 75) of Desoto County is not in conflict with the Desoto Comprehensive Plan.

If I can be of further assistance, please call me at (941) 993-4811.

Sincerely,

A handwritten signature in cursive script that reads 'Ronald K. Milburn'.

RONALD K. MILBURN
DEVELOPMENT DIRECTOR

RKM/paj

WATER TARIFF

Lake Suzy Utilities, Inc.

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

LAKE SUZY UTILITIES, INC.

NAME OF COMPANY

12408 SW SHERI AVENUE

LAKE SUZY, FLORIDA

(ADDRESS OF COMPANY)

(941) 629-2439 OR 629-5007

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

DALLAS SHEPARD
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing	N/A
Index of	
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Rules and Regulations	6.0
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Technical Terms and Abbreviations	5.0
Territory Served	3.0

DALLAS SHEPARD
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY - LAKE SUZY UTILITIES

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY(S) - DESOTO AND CHARLOTTE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
			Original

Dallas A. Shepard
President

NAME OF COMPANY- LAKE SUZY UTILITIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

All of the land in Sections 31 and 32, Township 39S, Range 23E Desoto County, Florida less and except parcel 1 in section 31, plus a portion of land in Sections 29 and 30 Township 39S, Range 23E Desoto County, Florida, plus a portion of land in Section 10 Township 39S, Range 23E Desoto County, Florida and plus a parcel of land in Sections 5 and 6, Township 40S, Range 23 E Charlotte County, Florida with all parcels more particularly described as follows:

LESS AND EXCEPT LAND IN SECTION 31 DESOTO COUNTY

All that portion of section 31 Township 39S Range 23E Desoto County Florida lying southwesterly of the Interstate Highway # 75 being more particularly described as follows:

Begin at the southwest corner of section 31, run N 00°02' 22" W a distance of 551.50 feet to a point on the southwesterly right of way line of said interstate highway # 75, said Right of Way line being a circular curve having as its elements a central angle of 2° 14' 18" a radius of 17070.73 feet and whose radius point bears N 57° 12' 39" E; thence southeasterly along said Right of Way a distance of 666.89 feet to the southerly line of said section 31; thence N 89° 38' 45" W along said south line a distance of 370.99 feet to the Point of Beginning being Parcel 1 of 1.

ADDITIONAL LAND IN SECTIONS 29 AND 30 DESOTO COUNTY

A portion of land in Sections 29 and 30, Township 39 South, Range 23 East, as recorded in the Public records of Desoto County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of aforesaid Section 30, Township 39 Soth, Range 23 East in DeSoto County, Florida as referenced by the recorded plat of the 46th addition to Port Charlotte Subdivision per plat thereof recorded in plat book 19, pages 45 through 45-FF in the public records of Sarasota County, Florida; thence S89°06'37"E, along the South line of the Southwest quarter of said section 30, a distance of 2000.00 feet to the POINT OF BEGINNING; thence continue S89°06'37"E along the South line of said section 30 a distance of 659.62 feet to the southwest corner of the Southeast 1/4 of said section 30; thence N89°55'34" along the south line of said section 30 a distance of 2656.34 feet to the southwest corner of section 29, township 39 south, range 23 east; thence N89°49'49"E along the south line of said section 29 a distance of 2365.45 feet to a point on the westerly right-of-way of Kings Highway(old State road S-741); thence northeast along said right-of-way along a curve concave to the southeast, with a radius of 2924.79 feet, a chord bearing of N24°53'35"E, and a central angle of 02°35'08" an arc distance of 131.98 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 186.94 feet; thence continue along the westerly right-of-way of Kings Highway S63°48'52"E a distance of 10.00 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 46.19 feet; thence continue along the westerly right-of-way of Kings Highway N20°09'48"E a distance of 213.11 feet; thence continue along the westerly right-of-way of Kings (continued on sheet no. 4.1)

Dallas A. Shepard
President

NAME OF COMPANY- LAKE SUZY UTILITIES, INC.

WATER TARIFF

(continued from sheet 4.0)

Highway N44°05'08"E a distance of 72.73 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 1743.50 feet; thence leaving said right-of-way N89°53'41"W a distance of 3427.23 feet; thence N89°14'16"W a distance of 3312.51 feet; thence S00°04'14"W a distance of 2191.90 feet to the POINT OF BEGINNING.

ADDITIONAL LAND IN SECTION 10 DESOTO COUNTY

All that part of the southeast quarter of Section 10, Township 39S, Range 23E Desoto County, Florida lying southerly of the S.C.L. RR. and westerly of County Road #761 Road.

ADDITIONAL LAND IN SECTIONS 5 AND 6 CHARLOTTE COUNTY

A parcel of land lying in Sections 5 and 6, Township 40 South Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 5 and run S89°39'47"E along the southerly boundary of said section 5 a distance of 259.24 feet to the westerly right-of-way of Kings Highway; thence S25°05'53"W along the westerly right-of-way of Kings Highway a distance of 352.43 feet ; thence N89°38'45"W a distance of 2771.64 feet; thence N00°07'54"E a distance of 320.00 feet to the northerly section line of said section 6 ; thence S89°38'45"E along the southerly boundary of said section 6 a distance of 2661.15 feet to the point of beginning.

Dallas A. Shepard
President

NAME OF COMPANY LAKE SUZY UTILITIES, INC.
WATER TARIFF

TECHHICAL 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" - Lake Suzy Utilities, 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)

Dallas Shepard
ISSUING OFFICER
President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

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 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.

Dallas Shepard
ISSUING OFFICER
President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC
 WATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills	14.0	23.0
Adjustment of Bills for Meter Error	15.0	24.0
All Water Through Meter	14.0	22.0
Applications by Agent	9.0	4.0
Back Flow Prevention Devises	15.1	28.0
Billing Periods	12.0	15.0
Change of Customer's Installation	11.0	10.0
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(Continued on Sheet No. 7.0)

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.
 WATER TARIFF
 (Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Meter Accuracy Requirements	15.0	25.0
Payment of Water and Wastewater Service Bills Concurrently	13.0	17.0
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Type and Maintenance	10.0	9.0
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Dallas Shepard
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.
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 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.

(Continued to Sheet No. 9.0)

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.
 WATER TARIFF

(Continued from Sheet No. 8.0)

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 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 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 - 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

(Continued to Sheet No. 10.0)

Dallas Shepard
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.
WATER TARIFF

(Continued from Sheet No. 9.0)

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 any other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made 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.

- 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
(Continued to Sheet No. 11.0)

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC
WATER TARIFF

(Continued from sheet No. 10)

same. The Company shall not be responsible for the maintenance and operation of the customers pipes and facilities. The customer expressly agrees not to utilize and 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 change or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's 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 the 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 not 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 customers premises and shall knowingly permit no one, by the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus

(continued on Sheet 12.0)

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.
WATER TARIFF

(Continued from sheet No. 11.0)

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 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 Monthly as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the 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) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

(continued on Sheet No. 13.0)

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 12.0)

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 service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the 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 the 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

(Continued to Sheet No. 14.0)

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 13.0)

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 customers, 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.
- 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
(Continued to Sheet No. 15.0)

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 14.0)

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 25-30.350, 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 the 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 - When a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(Continued to Sheet No. 15.1)

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC
WATER TARIFF

(Continued from sheet No. 15.0)

- 27.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order that the customer is not billed for any water usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.
- 28.0 BACK FLOW PREVENTION DEVICES- In those cases where the Utility perceives the opportunity for entry to the water system of potentially contaminated water, the Utility may require back-flow preventors of a type and size approved by the Utility to be installed by the customer at their cost. The Utility may review the plans and inspect the installation work and charge the customer the actual cost.

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
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Fire Protection Service	20.0
General Service, GS	17.0
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Miscellaneous Service Charges	21.3
Multi-Residential Service	19.0
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Service Availability Fees and Charges ..	21.4

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly.

EIGHTH REVISED SHEET NO. 18.0
CANCELS SEVENTH REVISED SHEET NO. 18.0

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly.

RATE

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 9.76
3/4"	14.65
1"	24.41
1 1/2"	48.82
2"	78.11
3"	156.22

NAME OF COMPANY LAKE SUZY UTILITIES, INC.
 WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly.

RATE

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 9.76
3/4"	14.65
1"	24.41
1 1/2"	48.82
2"	78.11
3"	156.22
4"	244.10
6"	488.19
<u>Gallonage Charge</u> Per 1,000 gallons	 \$ 4.88

- MINIMUM CHARGE - \$9.76
- 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 -
- TYPE OF FILING - ORIGINAL

Dallas Shepard
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.
 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 Regulation of the Commission.

BILLING PERIOD - Monthly.

RATE

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 9.76
3/4"	14.65
1"	24.41
1 1/2"	48.82
2"	78.11
3"	156.22
4"	244.10
6"	488.19
<u>Gallonage Charge</u>	
Per 1,000 gallons	\$ 4.88

MINIMUM CHARGE - Base Facility Charge.

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 -

TYPE OF FILING - ORIGINAL

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President
 TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

- AVAILABILITY -
- APPLICABILITY -
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - N/A
- RATE - Public Fire Protection - per hydrant

Private Fire Protection -

MINIMUM BILL -

TERMS OF PAYMENT -

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.
 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>
5/8 X 3/4"	\$ <u>Twice the estimated monthly bill.</u>	
1"	\$ <u>""</u>	<u>""</u>
1 1/2"	\$ <u>""</u>	<u>""</u>
Over 2"	\$ <u>""</u>	<u>""</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. 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. 21.1)

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NAME OF COMPANY LAKE SUZY UTILITIES, INC.
WATER TARIFF

(Continued from Sheet No. 21.0)

INTEREST ON DEPOSIT - The Company shall pay interest in 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 May each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has 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.

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.
 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>FEE</u>
5/8"X3/4"	\$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.

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL

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 TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.
 WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

INITIAL CONNECTION - This charge would be levied for service 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	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE -

TYPE OF FILING - ORIGINAL

Dallas Shepard
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President
 TITLE

NAME OF COMPANY Lake Suzy Utilities, Inc.
 WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" Metered Service.....	\$ Actual Cost
1" Metered Service.....	\$ Actual Cost
1 1/2" Metered Service.....	\$ Actual Cost
2" Metered Service.....	\$ Actual Cost
Over 2" Metered Service.....	\$ Actual Cost
<u>Meter Installation Fee</u>	
5/8" x 3/4" Metered Service.....	\$ 150.00
1" Metered Service.....	\$ 200.00
1 1/2" Metered Service.....	\$ 295.00
2" Metered Service.....	\$ 355.00
Over 2" Metered Service.....	\$ Actual Cost
<u>Allowance for Funds Prudently Invested</u>	\$ N/A
<u>Inspection Fee</u>	\$ Actual Cost
<u>Main Extension Charge</u>	
Residential, per ERC (225 GPD).....	\$ N/A
All other, per gallon.....	\$ N/A
or	
Residential, per lot (80 foot frontage).....	\$ N/A
All others, per front foot.....	\$ N/A
<u>Plan Review Charge</u>	\$ Actual Cost
<u>Plant Capacity Charge</u>	
Residential, per ERC (225 GPD).....	\$ N/A
All others, per gallon.....	\$ N/A
<u>System Capacity Charge</u>	
Residential, per ERC (225 GPD).....	\$ N/A
All others, per gallon.....	\$ N/A

Effective Date -
Type of Filing - ORIGINAL

Dallas A. Shepard
 ISSUING OFFICER
President
 TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

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	<u>Sheet No.</u>
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APPLICATION FOR WATER SERVICE	24.0
COPY OF CUSTOMER'S BILL	26.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	23.0
HELD FOR FUTURE USE	N/A

Dallas Shepard
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET NO. 23.0

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE



(941) 629-2439

APPLICATION FOR
WATER/
WASTEWATER SERVICE

DATE: _____ TYPE OF SERVICE: WATER _____
WASTEWATER _____

TELEPHONE: () _____

NAME:

BILLING ADDRESS: _____

ZIP

CODE: _____

INSTALLATION ADDRESS: _____

ZIP

CODE: _____

SERVICE REQUESTED DATE: _____

REQUESTED DEPOSIT AMOUNT: _____

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION



(941) 629-2439

APPLICATION FOR METER INSTALLATION

NAME: _____ DATE: _____

TELEPHONE: () _____

TYPE OF INSTALLATION: WATER _____
WASTEWATER _____

BILLING ADDRESS: _____

CITY STATE ZIP _____

INSTALLATION ADDRESS: _____

CITY STATE ZIP _____

REQUESTED DEPOSIT AMOUNT: _____

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

LAKE SUZY UTILITIES, INC. |
 12408 SHERI AVENUE
 LAKE SUZY, FL. 34266 (941)629-2439



ACCOUNT		BILLING PERIOD	
C5000		4/07/97 TO 5/05/97	
MTR	CURR READ	PREV. READ	USE
	85000	85000	0
CODE	DESCRIPTION	AMOUNT	
W 01	WATER	\$ 9.76	
S 01	SEWER	28.98	
IT'S A PLEASURE SERVING YOU!			AMOUNT DUE \$ 38.74

ACCOUNT	
C5000	
TYPE SERVICE: RESIDENTIAL	
10000 ALLIGATOR DR.	
DATE DUE	AMOUNT DUE
5/25/97	\$ 38.74
RETURN THIS PORTION WITH PAYMENT	

MR. & MRS. JOHN DOE
 10000 ALLIGATOR DR.
 LAKE SUZY, FL.
 34266

Dallas Shepard
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY Lake Suzy Utilities, Inc.
 WATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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CALCULATION OF FEES FOR EXISTING FACILITIES	28.4	18.0
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ENLARGEMENT OF FACILITIES	28.4	13.0
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Dallas A. Shepard
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Lake Suzy Utilities, Inc.
 WATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY
(CONTINUED)

<u>DESCRIPTION</u>	<u>SHEET NO.</u>	<u>PARAGRAPH NUMBER</u>
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SCHEDULE OF FEES AND CHARGES	21.4	N/A
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Dallas A. Shepard
 ISSUING OFFICER
President
 TITLE

NAME OF COMPANY Lake Suzy Utilities, Inc.
WATER TARIFF

SERVICE AVAILABILITY POLICY

1.0 PURPOSE AND SCOPE

This Service Availability Policy is to insure a uniform, consistent and nondiscriminatory apportionment of the costs of construction/expansion between persons who wish to obtain service from the Utility's water systems whether in existence or to be constructed. Expansions of the distribution system or treatment plant owned or operated by Utility, which are made to extend service to additional customers and which require payment of one or more of the following charges, plant capacity charges, advance, tap fee, extension fee, contributions-in-aid-of-construction and other related charges are subject to the Service Availability Policy.

2.0 APPLICATION AND DEPOSIT

Application for all types of water extension and/or treatment plant expansion shall be made in writing on forms provided by the Utility. The Developer/Applicant will furnish the Utility a deposit sufficient to cover expenses, as determined by the Utility, of the cost of the initial investigation. The application forms shall require at a minimum the following information:

- A. A legal description of the property including reference to section, range, and township boundaries.
- B. A boundary survey of the property.
- C. The present zoning classification of the property: a preliminary plat map and development plan including stages where appropriate.
- D. The intended land use of the development, including densities, types, commercial, etc.
- E. Statement of the nature of title or interest held by the Applicant in the described property.
- F. Name and mailing address of the corporation, firm, or individuals making the application for service.
- G. The estimated date service will be needed.
- H. The number of potential living units for residential developers and an estimate of flow requirements for General Service customers. Flow requirements should include any estimate for fire flow and details of how estimated flows were determined.

3.0 NON-QUALIFIED APPLICATION

The Utility will not be obligated to respond to general verbal types of inquiries.

Dallas A. Shepard
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Lake Suzy Utilities, Inc.
WATER TARIFF

4.0 UTILITY RESPONSE

The Utility will respond to Developer/Applicant within thirty (30) days as to whether it will be able to serve the area covered in the application.

- A. If the response of the Utility is negative, the Utility shall provide the applicant with the reasons therefore, along with the estimate of the time when service might become available to the property that is the subject of the application along with the remainder of the unused application deposit.
- B. When Utility response is positive, the Utility will within sixty (60) additional days from time of required response, furnish Developer/Applicant at cost of the Developer/Applicant the information from the following list in the form of a proposed Developer's Agreement or Service Contract:
 1. Preliminary sketch of facilities to be installed.
 2. General specifications such as the size and type of materials to be used.
 3. Estimate of the cost to be born by Developer/Applicant:
 - a) Water plant capacity charge, as shown in the tariff sheets.
 - b) Water main extension charge where applicable, as shown in the tariff sheets.
 - c) Refundable advances and extension fees where applicable, Paragraphs 7.0 and 8.0 of this Policy.
 - d) Contributions-in-aid-of-construction for oversized existing facilities, Paragraph 18.0 of this Policy.
 - e) Tap fees where they are to be paid by Developer/Applicant as shown in the tariff sheets.
 - f) Inspection and review fees, Paragraph 9.0 of this Policy.
 - g) Special fees, as shown in Paragraph 11.0 of this Policy.
 - h) The amount, if applicable, for service outside of certificated area, Paragraph 22.0 of this Policy.
 - i) Cost of facilities including engineering and legal.

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

Dallas A. Shepard
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Lake Suzy Utilities, Inc.
WATER TARIFF

5.0 DEVELOPER/APPLICANT RESPONSE

The applicant will have thirty (30) days to either accept or reject the proposal furnished by the Utility in accordance with Paragraph 4.0 of this policy. Should the applicant accept the proposal and estimates of the Utility, the standard contract, hereinafter termed "Developer's Agreement", shall be drawn by the Utility and executed by both parties and shall contain the obligations and requirements of each party to the agreement. Where the Developer/Applicant does not plan to proceed, the Utility will refund any unused deposits.

6.0

(HELD FOR FUTURE USE)

7.0 MAIN EXTENSION

Developer will be required to pay all costs of main extensions and upgrading of Utility's distribution system which may be deemed necessary by Utility to furnish service in compliance with all regulatory authorities to Developer's property. Any possible refund of these costs will be per Developer's Agreement. Any advances for construction required of Developer, for the purpose of capacity available to future third party developers, shall provide for refunds to the original Developer as provided for in Developer's Agreement.

8.0 REFUNDABLE ADVANCES FOR EXTENSIONS

The Utility may require that the Developer advance the cost of the facilities to be installed pursuant to the Developer's Agreement. The sums advanced will be either in the form of money or facilities. The Utility will collect advances and/or contributions-in-aid-of-construction from customers or other developments connecting to the facilities installed pursuant to the Developer's Agreement. These sums so collected will be refunded to the Developer provided that no refund will be due for fees collected after an eight (8) year period from date of Agreement and further that the maximum to be refunded will not exceed the advance made by the Developer.

Dallas A. Shepard
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Lake Suzy Utilities, Inc.
WATER TARIFF

9.0 INSPECTION FEES

Engineering plans and construction of facilities by a Developer which are to become a part of the Utility's system will be subject to review, approval and inspection by the Utility. For this service, Utility may charge an inspection and plan review fee based upon the actual cost of the Utility for review of plans and/or inspection of facilities constructed by Developer.

Such fees shall be paid by Developer in addition to all other charges above stated, as a condition prior to service.

10.0

(HELD FOR FUTURE USE)

11.0 SPECIAL CONTRACTS

If the prospective revenue from a proposed system expansion/extension appears to be inadequate to defray the costs of operation relative thereto, the Utility and the party or parties requesting the extension/expansion may enter into special contract for revenue guarantees or other such arrangements as will make the expansion self supporting.

12.0 ON-SITE FACILITIES

On-site water facilities may be provided through Utility investment or by the Developer through refundable advance or contribution-in-aid-of-construction in accordance with this Policy and the master plan of the Utility to the extent the Utility requests the same, these facilities shall be conveyed to the Utility by a bill of sale free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, right-of-ways, as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, and engineering, administrative and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

Dallas A. Shepard
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Lake Suzy Utilities, Inc.
WATER TARIFF

13.0 ENLARGEMENT OF FACILITIES

In the event that the Utility decides to install facilities for its future benefit which are larger than normally required in the requested extensions, appropriate adjustment shall be made based on the relative costs with the costs attributable to excess capacity covered by Utility investment or refundable advance agreement as defined in the contract between Utility and Developer.

14.0 DEVELOPER WARRANTY

Upon conveyance of title to the aforesaid system by Developer to Utility and upon acceptance thereof by Utility, Utility may require a one year maintenance bond from Developer (either cash or a surety company acceptable to Utility) in an amount equal to 30% of the actual cost of construction of said system.

15.0 OFF-SITE FACILITIES

Off-site water facilities shall be provided through Utility investment or by the Developer through refundable advance or contributions-in-aid-of-construction in accordance with this Policy and the master plan of the Utility. These facilities to the extent requested by the Utility, shall be conveyed to the Utility by a bill of sale free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, rights-of-way, as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, engineering, administrative, and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

16.0 ALTERATION OF EXISTING OFF-SITE FACILITIES

The costs of any necessary expansions and/or alteration of the existing systems in order to supply the demands of the Developer, as determined by the Utility, will be born by the Developer or through Utility investment.

17.0 LENGTH OF EXTENSION

In arriving at the length of a water main extension necessary to render service to any point, the distance from such point to the nearest existing water main shall be considered along lines of proper construction in accordance with Utility approved engineering standards.

18.0 CALCULATION OF FEES FOR EXISTING FACILITIES

Where a Developer is connecting to facilities which have been oversized either through previous refundable agreements or through the Utility's investment, the Developer will pay a fee to cover previous excess facilities provided, based on the Utility's calculation of the Developer's share of the facilities.

Dallas A. Shepard
ISSUING OFFICER
President
TITLE

NAME OF COMPANY Lake Suzy Utilities, Inc.
WATER TARIFF

19.0 UTILITY OWNERSHIP

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

20.0 PUBLIC WAYS AND PRIVATE EASEMENTS

Extension will be made in the county dedicated and accepted public way and/or private recorded easements, provided that final grades have been established. All easements shall provide right of use by the Utility to additionally serve property other than that of the Developer. If extensions are made when grades have not been established and there is reasonable probability that the existing grade will be changed, the Utility may require the Developer(s) seeking the main extension to deposit, at the time of execution of the Developer's Agreement, the estimated net cost of relocating, raising, or lowering the facilities upon establishment of final grades. Any excess of the deposit over actual costs of relocating the facilities shall be refunded to the Developer without interest.

21.0 TIME ALLOTMENT FOR ENGINEERING AND CONSTRUCTION

Upon receipt of the executed Developer's Agreement the Utility and the Developer shall proceed with the final engineering plans and specifications that each will be responsible for and shall submit such plans and specifications after receiving approval of the Utility to the appropriate regulatory agencies for final approval.

The Utility will be allowed a reasonable period of time from the date of the receipt of the Developer's Agreement to complete the final engineering plans and construct the plant facilities where necessary to serve the Developer. The Developer will provide, without cost to the Utility, all information required by the Utility to design and/or otherwise prepare the noted engineering.

22.0 SERVICE OUTSIDE TERRITORY

Providing service outside of the Utility's territory requires formal proceedings before the Florida Public Service Commission. Therefore, it entails engineering, administrative, and legal expenses in addition to costs incurred by the Utility to provide service within its territory. The Utility, therefore, will not be obligated to provide service outside the territory unless the Developer agrees in advance to defray those initial expenses and to pay the estimated costs thereof and the services approved by the Florida Public Service Commission. The advancement will be adjusted to conform with actual expenses after proceedings have been completed. The Utility will further make such extensions outside the territory only if the extensions and treatment plant reservation or expansion to serve such extensions are economically feasible.

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NAME OF COMPANY Lake Suzy Utilities, Inc.
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23.0 ORDINANCE

Where an extension must comply with an ordinance, regulation or specification of a public authority, the cost or estimated cost of said extension shall be based upon costs required to comply therewith.

24.0 ADJUSTMENT PROVISIONS

The charges set forth in this Policy and contracts drawn pursuant thereto are subject to prospective adjustment by appropriate action of the governmental agency having jurisdiction of this Policy, whether upon the initiative of the governmental agency or by request of the Utility.

25.0 DEFINITIONS

Terms not specifically defined herein or elsewhere in this Policy are considered to have their commonly understood meaning. Otherwise, for the purpose of this Policy the following shall apply:

- A. **ACTIVE CONNECTION** - a connection to the Utility's system at the point of delivery of service, whether or not service is currently being provided for which an application has been made to the Utility and/or a service deposit posted by a Customer.
- B. **CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION (CIAC)** - shall include any amount or item of money, services, or property received by a utility from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents a donation or contribution to the capital of the utility and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public.
- C. **HYDRAULIC SHARE** - the pro-rata share of the capabilities of the Utility's facilities to be made available for service to the Developer. The pro-rata share is multiplied by the unit cost of providing the facilities to determine the proportional share of the cost thereof to be borne by the Developer.
- D. **UNUSED CONNECTION** - a water service that terminates at the point of delivery of service and is available for connection by the Customer, but the proposed Customer's water line has never been connected at the point of delivery of service.
- E. **REFUNDABLE ADVANCE** - means money paid for the installation of or property transferred to the Utility by the Developer/Applicant for facilities which may or may not be used and useful for a period of time. The advance is made so that the proposed extension may be rendered economically feasible. The advance is returned to Developer over a specified period of time in accordance with a

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- Developer's Agreement as additional users connect to the system. The purpose of the refundable advance is to reduce the cash burden upon the Utility by providing a source of funds for the Utility when such funds may not otherwise be available, and thus minimize the cost of capital expenditures to the existing customers.
- F. **TREATMENT PLANT FACILITY** - facilities used for treatment and distribution of water.
- G. **TYPES OF PROPERTIES:**
1. **RESIDENTIAL AND MULTI-RESIDENTIAL** - all property devoted to one family dwelling units, duplexes, triplexes, townhouses, multifamily, and mobile homes.
 2. **GENERAL SERVICE** - all property devoted to industrial, business, educational, or other categories not covered by the above.
- H. **"EQUIVALENT RESIDENTIAL CONNECTION"** - for the purpose of this policy means the utilization of a building's space in such a manner as to have the potential of requiring two hundred fifty-five (250) gallons of water per day. Equivalent residential connections for the usages set forth herein shall be as shown in the Table of Daily Flows, Service Availability Sheet No. 37.
- I. **OFF-SITE FACILITIES** - the water distribution trunk mains, the purpose of which is to distribute water to the several properties within said territory.
- J. **ON-SITE FACILITIES** - the portion of the water distribution system and treatment facility which has been or is to be located wholly within the property which is the subject of the extension agreement. In the event that a trunk main crossed the property of Developer, the on-site facilities shall be considered the water distribution system that is located on the Developer's property but outside of the easement containing said trunk line.

26.0 CAPTIONS

The use of captions herein is for convenience only and shall not be utilized in construction of the content of paragraphs.

27.0 CONFLICT

In the event of any conflict between the Service Availability Policy and any portion of any Order or Code issued by the Florida Public Service Commission, then the Order or Code shall in all instances prevail after the charges to the Service Availability Policy have been properly approved by the Florida Public Service Commission.

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NAME OF COMPANY Lake Suzy Utilities, Inc.
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TABLE OF DAILY FLOWS

<u>Types of Building Usage</u>	<u>Est. Daily Flows of Water</u>
Bars and Cocktail Lounges.....	5 gpd/seat
Boarding Schools (students and staff).....	85 gpcd(2)
Bowling Alleys (toilet wastes only, per lane).....	110 gpd
Country Clubs (per member).....	30 gpcd
Day Schools (students and staff).....	10 gpcd
Drive-In Theaters (per car space).....	5 gpa
Factories (with showers).....	30 gpcd
Factories (without showers).....	10 gpd/100 sq. ft.
Hospitals (with laundry).....	275 gpd/bed
Hospitals (without laundry).....	220 gpd/bed
Hotels and Motels (no restaurants or laundry)*.....	165 gpd/rm or unit
Laundromats.....	250 gpd/washer
Mobile Homes, Apartments, Condominiums & Townhouses.	200 gpd/unit
Movie Theaters, Auditoriums, Churches (per seat).....	3 gpd
Nursing Homes.....	110 gpd/bed
Office Buildings.....	10 gpd/100 sq. ft.
Public Institutions (other than those listed).....	85 gpcd
Restaurants (per seat).....	55 gpd/seat
Restaurants (fast food) (per seat).....	30 gpd/seat
Single-Family Residence	
Water: 5/8" x 3/4" Meter.....	250 gpd
1" Meter.....	350 gpd
1 1/2" Meter.....	450 gpd
Stadiums, Frontons, Ball Parks, etc.(per seat).....	3 gpd
Stores (without kitchen wastes).....	5 gpd/100 sq. ft.
Speculative Buildings.....	30 gpd plus 10 gpd/100 sq. ft.
Warehouses.....	30 gpd plus 10 GPD/1000 sq. ft.

- (1) gpd - gallons per day
- (2) gpcd - gallons per capita per day

* Motels and Hotels with other facilities to be qualified as per schedule (i.e., with laundry add 55 gpd, with restaurant add 55 gpd per seat.)

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President
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ORIGINAL SHEET NO. 30.0

NAME OF COMPANY LAKE SUZY UTILITIES, INC
WATER TARIFF

HELD FOR FUTURE USE

Dallas Shepard
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET NO. 31.0

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

HELD FOR FUTURE USE

EFFECTIVE DATE:

SHERI S. MUIR
ISSUING OFFICER

TYPE OF FILING:

ORIGINAL

VICE PRESIDENT
TITLE

ORIGINAL SHEET NO. 32.0

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WATER TARIFF

HELD FOR FUTURE USE

EFFECTIVE DATE:

SHERI S. MUIR
ISSUING OFFICER

TYPE OF FILING: ORIGINAL

VICE PRESIDENT
TITLE

WASTEWATER TARIFF

LAKE SUZY UTILITIES, INC.

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

LAKE SUZY UTILITIES, INC.

NAME OF COMPANY

12408 SW SHERI AVENUE

LAKE SUZY, FLORIDA

(ADDRESS OF COMPANY)

(941) 629-2439 OR 629-5007

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Dallas Shepard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WASTEWATER TARIFF

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President
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NAME OF COMPANY - LAKE SUZY UTILITIES

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY(S) - DESOTO AND CHARLOTTE

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

Original

Dallas A. Shepard
President

NAME OF COMPANY- LAKE SUZY UTILITIES, INC.

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

All of the land in Sections 31 and 32, Township 39S, Range 23E Desoto County, Florida less and except parcels 1, 2 and 3 in said section 31, plus a portion of land in Sections 29 and 30 Township 39S, Range 23E Desoto County, Florida, plus a portion of land in Section 10 Township 39S, Range 23E Desoto County, Florida and plus a parcel of land in Sections 5 and 6, Township 40S, Range 23 E Charlotte County, Florida with all parcels more particularly described as follows:

LESS AND EXCEPT LAND IN SECTION 31 DESOTO COUNTY

All three (3) parcels of land are in Section 31, Township 39 South, Range 23 East, DeSoto County Florida. Bearings used in this description are taken from a deed recorded in Official Record Book 130, Pages 570-571, of said public records of DeSoto County, Florida. Said tracts are described as follows:

Begin at the southeast corner of section 31; Thence N89°38'45"W along the south line of said section 31, 2388.17 feet; thence N25°01'05"W, 39.15 feet; thence N32°09'31"W, 134.59 feet; thence N58°16'39"W, 152.45 feet; thence N08°41'03"E, 58.79 feet; thence N11°35'37"E, 720.86 feet; thence N22°03'27"W, 563.84 feet; thence N20°08'35"E, 472.51 feet to the POB of Parcel 1 of 2. Said POB being a point on a curve concave to the southwest with a radius of 400.00 feet and a tangent bearing of S78°44'54"E; thence southeasterly along arc of said curve, 369.13 feet; thence S50°22'47"W, 159.29 feet; thence S17°21'14"E, 704.05 feet; thence S20°42'20"W, 582.63 feet; thence S68°11'54"E, 177.71 feet; thence N74°35'19"E, 353.72 feet; thence S65°20'26"E, 726.23 feet; thence N30°55'45"E, 287.95 feet; thence N45°35'19"W, 863.70 feet; thence N26°26'28"W, 725.47 feet; thence N47°17'25"W, 194.61 feet; S65°37'18"W, 58.42 feet to a point on a curve concave to the southwest with a radius of 460.00 feet, said course is radial to said curve; thence northwesterly along arc of said curve, 427.14 feet to a point on said curve to be labeled as POINT A; thence continuing along said curve 296.21 feet through a total angle of 90°06'00"; thence S65°31'26"W, 239.89 feet to the easterly ROW of Kingsway Circle; thence S24°28'34"E along the easterly ROW of Kingsway Circle, 60.00 feet; thence N65°31'26"E, 241.76 feet to a point on a curve concave to the southwest with a radius of 400.00 feet, thence northeasterly along arc of said curve 249.43 feet to the POB being parcel 1 of 3.

Thence beginning at above referenced POINT A; thence N67°18'04"W, 240.34 feet; thence N74°28'27"W, 56.04 feet; thence N05°02'43"E, 309.07 feet; thence N42°08'49"E, 189.00 feet; thence S85°12'39"E, 778.88 feet; thence S74°40'25"E, 365.65 feet; thence N66°43'21"E, 116.00 feet; thence S58°43'09"E, 183.27 feet to the POB of parcel 2 of 3; thence S10°57'21"W, 110.00 feet; thence N76°33'11"E, 814.18 feet; thence N02°30'36"W, 169.87 feet to the ROW of Kingsway Circle; thence S87°29'24"W, 465.49 feet along the ROW of Kingsway Circle to a point on a curve concave to the north with a radius of 530.00 feet; thence westerly along arc of said curve 67.52 feet; thence N85°12'39"W, 217.99 feet; thence S04°47'21"W, 221.24 feet; thence S58°43'09"E, 51.12 feet to the POB being Parcel 2 of 3.

(description continued on sheet 3.2)

Dallas A. Shepard
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(continued from sheet 3.1)

All that portion of section 31 Township 39S Range 23E Desoto County Florida lying southwesterly of the Interstate Highway # 75 being more particularly described as follows:

Begin at the southwest corner of section 31, run N 00°02' 22" W a distance of 551.50 feet to a point on the southwesterly right of way line of said interstate highway # 75, said Right of Way line being a circular curve having as its elements a central angle of 2° 14' 18" a radius of 17070.73 feet and whose radius point bears N 57° 12' 39" E; thence southeasterly along said Right of Way a distance of 666.89 feet to the southerly line of said section 31; thence N 89° 38' 45" W along said south line a distance of 370.99 feet to the Point of Beginning being Parcel 3 of 3.

ADDITIONAL LAND IN SECTIONS 29 AND 30 DESOTO COUNTY

A portion of land in Sections 29 and 30, Township 39 South, Range 23 East, as recorded in the Public records of Desoto County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of aforesaid Section 30, Township 39 South, Range 23 East in DeSoto County, Florida as referenced by the recorded plat of the 46th addition to Port Charlotte Subdivision per plat thereof recorded in plat book 19, pages 45 through 45-FF in the public records of Sarasota County, Florida; thence S89°06'37"E, along the South line of the Southwest quarter of said section 30, a distance of 2000.00 feet to the POINT OF BEGINNING; thence continue S89°06'37"E along the South line of said section 30 a distance of 659.62 feet to the southwest corner of the Southeast 1/4 of said section 30; thence N89°55'34" along the south line of said section 30 a distance of 2656.34 feet to the southwest corner of section 29, township 39 south, range 23 east; thence N89°49'49"E along the south line of said section 29 a distance of 2365.45 feet to a point on the westerly right-of-way of Kings Highway (old State road S-741); thence northeast along said right-of-way along a curve concave to the southeast, with a radius of 2924.79 feet, a chord bearing of N24°53'35"E, and a central angle of 02°35'08" an arc distance of 131.98 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 186.94 feet; thence continue along the westerly right-of-way of Kings Highway S63°48'52"E a distance of 10.00 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 46.19 feet; thence continue along the westerly right-of-way of Kings Highway N20°09'48"E a distance of 213.11 feet; thence continue along the westerly right-of-way of Kings Highway N44°05'08"E a distance of 72.73 feet; thence continue along the westerly right-of-way of Kings Highway N26°11'08"E a distance of 1743.50 feet; thence leaving said right-of-way N89°53'41"W a distance of 3427.23 feet; thence N89°14'16"W a distance of 3312.51 feet; thence S00°04'14"W a distance of 2191.90 feet to the POINT OF BEGINNING.

ADDITIONAL LAND IN SECTION 10 DESOTO COUNTY

All that part of the southeast quarter of Section 10, Township 39S, Range 23E Desoto County, Florida lying southerly of the S.C.L. RR. and westerly of County Road #761 Road.

(description continued on sheet 3.3)

Dallas A. Shepard
President

NAME OF COMPANY- LAKE SUZY UTILITIES, INC.

WASTEWATER TARIFF
(continued from sheet 3.2)

ADDITIONAL LAND IN SECTIONS 5 AND 6 CHARLOTTE COUNTY

A parcel of land lying in Sections 5 and 6, Township 40 South Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 5 and run S89°39'47"E along the southerly boundary of said section 5 a distance of 259.24 feet to the westerly right-of-way of Kings Highway; thence S25°05'53"W along the westerly right-of-way of Kings Highway a distance of 352.43 feet ; thence N89°38'45"W a distance of 2771.64 feet; thence N00°07'54"E a distance of 320.00 feet to the northerly section line of said section 6 ; thence S89°38'45"E along the southerly boundary of said section 6 a distance of 2661.15 feet to the point of beginning.

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"HELD FOR FUTURE USE"

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NAME OF COMPANY LAKE SUZY UTILITIES, INC.

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" - Lake Suzy Utilities, Inc.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with wastewater service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 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 Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the customer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying

(Continued to Sheet No. 6.0)

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(Continued from Sheet No. 5.0)

wastewater service through individual services or through other mains.

- 10.0 "POINT OF COLLECTION" - For wastewater systems, "point of collection" shall mean the point at which the Company's piping, fittings and valves connect with the customer's piping, fittings, and valves.
- 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.

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WASTEWATER TARIFF
(Continued from Sheet No. 6.0)

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NAME OF COMPANY LAKE SUZY UTILITIES, INC.

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 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 wastewater

(Continued to Sheet No. 9.0)

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NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WASTEWATER TARIFF
(Continued from Sheet No. 8.0)

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 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 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,

(Continued to Sheet No. 10.0)

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President
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WASTEWATER TARIFF
(Continued from Sheet No. 9.0)

court, property line, avenue, or any other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made 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.

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 and appliance or

(Continued to Sheet No. 11.0)

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(Continued from Sheet No. 10.0)

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.

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

(Continued to Sheet No. 12.0)

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NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

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 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 - 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. Nonreceipt 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) day 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 within five (5) working days a 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
(Continued to Sheet No. 13.0)

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WASTEWATER TARIFF
(Continued from Sheet No. 12.0)

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 wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the 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 rendered on the 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

(Continued to Sheet No. 14.0)

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(Continued from Sheet No. 13.0)

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 customers, to discontinue or transfer wastewater service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the 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.
- 21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the water meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rules 25-30.350 and 25-30.340, Florida Administrative Code.
- 22.0 FILING OF CONTRACTS - When 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.
- 24.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that that customer is not billed for any wastewater usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the Company to be able to recover its fixed cost of having wastewater service available to those premises upon request by the customer.

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WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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Customer Deposits	18.1
General Service, GS	16.0
Miscellaneous Service Charges	18.3
Multi-Residential Service, MS	18.0
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Service Availability Fees and Charges ..	18.4

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GENERAL SERVICERATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly.

RATE

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 28.98
3/4"	43.46
1"	72.44
1 1/2"	144.88
2"	231.80
3"	463.60
4"	724.38
6"	1,448.76

Gallonage Charge
Per 1,000 gallons

\$ 10.30

MINIMUM CHARGE - \$28.98

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 -

TYPE OF FILING - ORIGINAL

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WASTEWATER TARIFF

RESIDENTIAL SERVICERATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly.

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
All meter sizes	\$ 28.98
<u>Gallonge Charge</u>	
Per 1,000 gallons (6,000 gallon maximum)	\$ 8.58

MINIMUM CHARGE - \$ 28.98

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 -

TYPE OF FILING - ORIGINAL

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 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 Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

<u>Rate</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 28.98
	3/4"	43.46
	1"	72.44
	1 1/2"	144.88
	2"	231.80
	3"	463.60
	4"	724.38
	6"	1448.76

Gallonage Charge
 Per 1,000 gallons \$10.30

MINIMUM CHARGE - Base Facility Charge

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 -
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WASTEWATER TARIFF

(Continued from Sheet No. 18.1)

INTEREST ON DEPOSIT - The Company shall pay interest in 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 May each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has 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.

EFFECTIVE DATE -

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

[1] Actual cost is equal to the total cost incurred for services.

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 WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" Metered Service.....	\$ Actual Cost
1" Metered Service.....	\$ Actual Cost
1 1/2" Metered Service.....	\$ Actual Cost
2" Metered Service.....	\$ Actual Cost
Over 2" Metered Service.....	\$ Actual Cost
<u>Allowance for Funds Prudently Invested</u>	\$ See Sheet No. 18.5
<u>Inspection Fee</u>	\$ Actual Cost
<u>Main Extension Charge</u>	
Residential, per ERC (209 GPD).....	\$ 186.00
All other, per gallon.....	\$.86
<u>Plan Review Charge</u>	\$ Actual Cost
<u>Plant Capacity Charge</u>	
Residential, per ERC (209 GPD).....	\$ 1,950.00
All others, per gallon.....	\$ 9.33
<u>System Capacity Charge</u>	
Residential, per ERC (209 GPD).....	\$
All others, per gallon.....	\$

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WASTEWATER TARIFF

ALLOWANCE FOR FUNDS PRUDENTLY INVESTED (AFPI) - WASTEWATER

- AVAILABILITY:** Available throughout the area served by Lake Suzy Utilities, Inc.
- APPLICABILITY:** To all future wastewater customers who have not paid a plant capacity charge and are not an active utility customer.
- CHARGES:** A one-time charge based upon the month the customer begins receiving service and paying monthly service fees.

SCHEDULE OF CHARGES

	1996	1997	1998	1999	2000	2001	2002
January		106.13	290.87	485.40	694.04	918.16	1,014.33
February		121.29	306.43	502.08	711.94	937.40	1,014.33
March		136.45	321.99	518.75	729.83	956.63	1,014.33
April		151.61	337.55	535.43	747.73	975.86	1,014.33
May		166.77	353.12	552.10	765.62	995.10	1,014.33
June		181.93	368.68	568.77	783.52	1,014.33	1,014.33
July	15.16	197.49	385.35	586.67	802.75	1,014.33	1,014.33
August	30.32	213.05	402.03	604.57	821.99	1,014.33	1,014.33
September	45.48	228.62	418.70	622.46	841.22	1,014.33	1,014.33
October	60.64	244.18	435.38	640.36	860.46	1,014.33	1,014.33
November	75.80	259.74	452.05	658.25	879.69	1,014.33	1,014.33
December	90.96	275.30	468.73	676.15	898.93	1,014.33	1,014.33

NOTE 1: Charge is per equivalent residential connection (ERC)
 (One ERC = 209 GPD)

Effective Date -
Type of Filing - ORIGINAL

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WASTEWATER TARIFF

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COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	20.0
HELD FOR FUTURE USE	N/A

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WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

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WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE



(941) 629-2439

APPLICATION FOR
WATER/
WASTEWATER SERVICE

DATE: _____ TYPE OF SERVICE: WATER _____
WASTEWATER _____

TELEPHONE: () _____

NAME: _____

BILLING ADDRESS: _____

ZIP

CODE: _____

INSTALLATION ADDRESS: _____

ZIP

CODE: _____

SERVICE REQUESTED DATE: _____

REQUESTED DEPOSIT AMOUNT: _____

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TITLE

NAME OF COMPANY LAKE SUZY UTILITIES, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

LAKE SUZY UTILITIES, INC.
 12408 SHERI AVENUE
 LAKE SUZY, FL. 34266 (941)629-2439



ACCOUNT		BILLING PERIOD	
C5000		4/07/97 TO 5/05/97	
MTR	CURR. READ	PREV. READ	USE
	85000	85000	0
CODE	DESCRIPTION	AMOUNT	
W 01	WATER	\$ 9.76	
S 01	SEWER	28.98	
			AMOUNT DUE
IT'S A PLEASURE SERVING YOU!			\$ 38.74

ACCOUNT	
C5000	
TYPE SERVICE:	
10000 ALLIGATOR DR. RESIDENTIAL	
DATE DUE	AMOUNT DUE
5/25/97	\$ 38.74

RETURN THIS PORTION WITH PAYMENT

MR. & MRS. JOHN DOE
 10000 ALLIGATOR DR.
 LAKE SUZY, FL.
 34266

Dallas Shepard
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY Lake Suzy Utilities, Inc.
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INDEX OF SERVICE AVAILABILITY POLICY

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APPLICATION AND DEPOSIT	23.2	2.0
CALCULATION OF FEES FOR EXISTING FACILITIES	23.6	18.0
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DEVELOPER/APPLICANT RESPONSE	23.4	5.0
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INDEX OF SERVICE AVAILABILITY POLICY
(CONTINUED)

<u>DESCRIPTION</u>	<u>SHEET NO.</u>	<u>PARAGRAPH NUMBER</u>
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REFUNDABLE ADVANCES FOR EXTENSIONS	23.4	8.0
SERVICE OUTSIDE TERRITORY	23.7	22.0
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SERVICE AVAILABILITY POLICY

1.0 PURPOSE AND SCOPE

This Service Availability Policy is to insure a uniform, consistent and nondiscriminatory apportionment of the costs of construction/expansion between persons who wish to obtain service from the Utility's wastewater systems whether in existence or to be constructed. Expansions of the collection systems or treatment plant owned or operated by Utility, which are made to extend service to additional customers and which require payment of one or more of the following charges, plant capacity charges, advance, tap fee, extension fee, contributions-in-aid-of-construction and other related charges are subject to the Service Availability Policy.

2.0 APPLICATION AND DEPOSIT

Application for all types of wastewater extension and/or treatment plant expansion shall be made in writing on forms provided by the Utility. The Developer/Applicant will furnish the Utility a deposit sufficient to cover expenses, as determined by the Utility, of the cost of the initial investigation. The application forms shall require at a minimum the following information:

- A. A legal description of the property including reference to section, range, and township boundaries.
- B. A boundary survey of the property.
- C. The present zoning classification of the property: a preliminary plat map and development plan including stages where appropriate.
- D. The intended land use of the development, including densities, types, commercial, etc.
- E. Statement of the nature of title or interest held by the Applicant in the described property.
- F. Name and mailing address of the corporation, firm, or individuals making the application for service.
- G. The estimated date service will be needed.
- H. The number of potential living units for residential developers and an estimate of flow requirements for General Service customers. Flow requirements should include any estimate for fire flow and details of how estimated flows were determined.

3.0 NON-QUALIFIED APPLICATION

The Utility will not be obligated to respond to general verbal types of inquiries.

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4.0 UTILITY RESPONSE

The Utility will respond to Developer/Applicant within thirty (30) days as to whether it will be able to serve the area covered in the application.

- A. If the response of the Utility is negative, the Utility shall provide the applicant with the reasons therefore, along with the estimate of the time when service might become available to the property that is the subject of the application along with the remainder of the unused application deposit.
- B. When Utility response is positive, the Utility will within sixty (60) additional days from time of required response, furnish Developer/Applicant at cost of the Developer/Applicant the information from the following list in the form of a proposed Developer's Agreement or Service Contract:
 - 1. Preliminary sketch of facilities to be installed.
 - 2. General specifications such as the size and type of materials to be used.
 - 3. Estimate of the cost to be born by Developer/Applicant:
 - a) Wastewater plant capacity charge, as shown in the tariff sheets.
 - b) Wastewater main extension charge where applicable, as shown in the tariff sheets.
 - c) Refundable advances and extension fees where applicable, Paragraphs 7.0 and 8.0 of this Policy.
 - d) Contributions-in-aid-of-construction for oversized existing facilities, Paragraph 18.0 of this Policy.
 - e) Tap fees where they are to be paid by Developer/Applicant as shown in the tariff sheets.
 - f) Inspection and review fees, Paragraph 9.0 of this Policy.
 - g) Special fees, as shown in Paragraph 11.0 of this Policy.
 - h) The amount, if applicable, for service outside of certificated area, Paragraph 22.0 of this Policy.
 - I) Cost of facilities including engineering and legal.

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

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5.0 DEVELOPER/APPLICANT RESPONSE

The applicant will have thirty (30) days to either accept or reject the proposal furnished by the Utility in accordance with Paragraph 4.0 of this policy. Should the applicant accept the proposal and estimates of the Utility, the standard contract, hereinafter termed "Developer's Agreement", shall be drawn by the Utility and executed by both parties and shall contain the obligations and requirements of each party to the agreement. Where the Developer/Applicant does not plan to proceed, the Utility will refund any unused deposits.

6.0 PLANT CAPACITY CHARGE

Where sufficient existing capacity is not available, the Developer through a refundable advance may provide a plant expansion fee. This fee will be sufficient to allow for an economical expansion of the facilities. Utility will refund monies to the Developer towards reimbursement of the plant expansion fee paid by Developer from plant capacity fees received by the Utility from other users as collected during a period of time not to exceed eight (8) years and not to exceed in amount the total of the plant expansion fee paid by Developer. The capacity fees so refunded must be applicable to the plant expansion covered by this agreement.

7.0 MAIN EXTENSION

Developer will be required to pay all costs of main extensions and upgrading of Utility's collection systems which may be deemed necessary by Utility to furnish service in compliance with all regulatory authorities to Developer's property. Any possible refund of these costs will be per Developer's Agreement. Any advances for construction required of Developer, for the purpose of capacity available to future third party developers, shall provide for refunds to the original Developer as provided for in Developer's Agreement.

8.0 REFUNDABLE ADVANCES FOR EXTENSIONS

The Utility may require that the Developer advance the cost of the facilities to be installed pursuant to the Developer's Agreement. The sums advanced will be either in the form of money or facilities. The Utility will collect advances and/or contributions-in-aid-of-construction from customers or other developments connecting to the facilities installed pursuant to the Developer's Agreement. These sums so collected will be refunded to the Developer provided that no refund will be due for fees collected after an eight (8) year period from date of Agreement and further that the maximum to be refunded will not exceed the advance made by the Developer.

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WASTEWATER TARIFF

9.0 INSPECTION FEES

Engineering plans and construction of facilities by a Developer which are to become a part of the Utility's system will be subject to review, approval and inspection by the Utility. For this service, Utility may charge an inspection and plan review fee based upon the actual cost of the Utility for review of plans and/or inspection of facilities constructed by Developer. Such fees shall be paid by Developer in addition to all other charges above stated, as a condition prior to service.

10.0

(HELD FOR FUTURE USE)

11.0 SPECIAL CONTRACTS

If the prospective revenue from a proposed system expansion/extension appears to be inadequate to defray the costs of operation relative thereto, the Utility and the party or parties requesting the extension/expansion may enter into special contract for revenue guarantees or other such arrangements as will make the expansion self supporting.

12.0 ON-SITE FACILITIES

On-site wastewater facilities may be provided through Utility investment or by the Developer through refundable advance or contribution-in-aid-of-construction in accordance with this Policy and the master plan of the Utility to the extent the Utility requests the same, these facilities shall be conveyed to the Utility by a bill of sale free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, right-of-ways, as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, and engineering, administrative and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

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13.0 ENLARGEMENT OF FACILITIES

In the event that the Utility decides to install facilities for its future benefit which are larger than normally required in the requested extensions, appropriate adjustment shall be made based on the relative costs with the costs attributable to excess capacity covered by Utility investment or refundable advance agreement as defined in the contract between Utility and Developer.

14.0 DEVELOPER WARRANTY

Upon conveyance of title to the aforesaid system by Developer to Utility and upon acceptance thereof by Utility, Utility may require a one year maintenance bond from Developer (either cash or a surety company acceptable to Utility) in an amount equal to 30% of the actual cost of construction of said system.

15.0 OFF-SITE FACILITIES

Off-site wastewater facilities shall be provided through Utility investment or by the Developer through refundable advance or contributions-in-aid-of-construction in accordance with this Policy and the master plan of the Utility. These facilities to the extent requested by the Utility, shall be conveyed to the Utility by a bill of sale free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, rights-of-way, as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, engineering, administrative, and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

16.0 ALTERATION OF EXISTING OFF-SITE FACILITIES

The costs of any necessary expansions and/or alteration of the existing systems in order to supply the demands of the Developer, as determined by the Utility, will be born by the Developer or through Utility investment.

17.0 LENGTH OF EXTENSION

In arriving at the length of a wastewater main extension necessary to render service to any point, the distance from such point to the nearest existing wastewater main shall be considered along lines of proper construction in accordance with Utility approved engineering standards.

18.0 CALCULATION OF FEES FOR EXISTING FACILITIES

Where a Developer is connecting to facilities which have been oversized either through previous refundable agreements or through the Utility's investment, the Developer will pay a fee to cover previous excess facilities provided, based on the Utility's calculation of the Developer's share of the facilities.

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19.0 UTILITY OWNERSHIP

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

20.0 PUBLIC WAYS AND PRIVATE EASEMENTS

Extension will be made in the county dedicated and accepted public way and/or private recorded easements, provided that final grades have been established. All easements shall provide right of use by the Utility to additionally serve property other than that of the Developer. If extensions are made when grades have not been established and there is reasonable probability that the existing grade will be changed, the Utility may require the Developer(s) seeking the main extension to deposit, at the time of execution of the Developer's Agreement, the estimated net cost of relocating, raising, or lowering the facilities upon establishment of final grades. Any excess of the deposit over actual costs of relocating the facilities shall be refunded to the Developer without interest.

21.0 TIME ALLOTMENT FOR ENGINEERING AND CONSTRUCTION

Upon receipt of the executed Developer's Agreement the Utility and the Developer shall proceed with the final engineering plans and specifications that each will be responsible for and shall submit such plans and specifications after receiving approval of the Utility to the appropriate regulatory agencies for final approval.

The Utility will be allowed a reasonable period of time from the date of the receipt of the Developer's Agreement to complete the final engineering plans and construct the plant facilities where necessary to serve the Developer. The Developer will provide, without cost to the Utility, all information required by the Utility to design and/or otherwise prepare the noted engineering.

22.0 SERVICE OUTSIDE TERRITORY

Providing service outside of the Utility's territory requires formal proceedings before the Florida Public Service Commission. Therefore, it entails engineering, administrative, and legal expenses in addition to costs incurred by the Utility to provide service within its territory. The Utility, therefore, will not be obligated to provide service outside the territory unless the Developer agrees in advance to defray those initial expenses and to pay the estimated costs thereof and the services approved by the Florida Public Service Commission. The advancement will be adjusted to conform with actual expenses after proceedings have been completed. The Utility will further make such extensions outside the territory only if the extensions and treatment plant reservation or expansion to serve such extensions are economically feasible.

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23.0 ORDINANCE

Where an extension must comply with an ordinance, regulation or specification of a public authority, the cost or estimated cost of said extension shall be based upon costs required to comply therewith.

24.0 ADJUSTMENT PROVISIONS

The charges set forth in this Policy and contracts drawn pursuant thereto are subject to prospective adjustment by appropriate action of the governmental agency having jurisdiction of this Policy, whether upon the initiative of the governmental agency or by request of the Utility.

25.0 DEFINITIONS

Terms not specifically defined herein or elsewhere in this Policy are considered to have their commonly understood meaning. Otherwise, for the purpose of this Policy the following shall apply:

- A. **ACTIVE CONNECTION** - a connection to the Utility's system at the point of delivery of service, whether or not service is currently being provided for which an application has been made to the Utility and/or a service deposit posted by a Customer.
- B. **CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION (CIAC)** - shall include any amount or item of money, services, or property received by a utility from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents a donation or contribution to the capital of the utility and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public.
- C. **HYDRAULIC SHARE** - the pro-rata share of the capabilities of the Utility's facilities to be made available for service to the Developer. The pro-rata share is multiplied by the unit cost of providing the facilities to determine the proportional share of the cost thereof to be borne by the Developer.
- D. **UNUSED CONNECTION** - a wastewater service that terminates at the point of delivery of service and is available for connection by the Customer, but the proposed Customer's wastewater line has never been connected at the point of delivery of service.
- E. **REFUNDABLE ADVANCE** - means money paid for the installation of or property transferred to the Utility by the Developer/Applicant for facilities which may or may not be used and useful for a period of time. The advance is made so that the proposed extension may be rendered economically feasible. The advance is returned to Developer over a specified period of time in accordance with a

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- Developer's Agreement as additional users connect to the system. The purpose of the refundable advance is to reduce the cash burden upon the Utility by providing a source of funds for the Utility when such funds may not otherwise be available, and thus minimize the cost of capital expenditures to the existing customers.
- F. **TREATMENT PLANT FACILITY** - facilities used for treatment and disposal of wastewater.
- G. **TYPES OF PROPERTIES:**
1. **RESIDENTIAL AND MULTI-RESIDENTIAL** - all property devoted to one family dwelling units, duplexes, triplexes, townhouses, multifamily, and mobile homes.
 2. **GENERAL SERVICE** - all property devoted to industrial, business, educational, or other categories not covered by the above.
- H. **"EQUIVALENT RESIDENTIAL CONNECTION"** - for the purpose of this policy means the utilization of a building's space in such a manner as to have the potential of generating two hundred and nine (209) gallons of sewage per day. Equivalent residential connections for the usages set forth herein shall be as shown in the Table of Daily Flows, Service Availability Policy Sheet No. 33.0.
- I. **OFF-SITE FACILITIES** - the wastewater collector trunk mains (including manholes), wastewater force mains and wastewater pumping stations, the purpose of which is to collect wastewater received from the several properties within said territory.
- J. **ON-SITE FACILITIES** - the portion of the wastewater collection system and treatment facility which has been or is to be located wholly within the property which is the subject of the extension agreement. In the event that a trunk main crossed the property of Developer, the on-site facilities shall be considered the wastewater collection system that is located on the Developer's property but outside of the easement containing said trunk line facilities.

26.0 CAPTIONS

The use of captions herein is for convenience only and shall not be utilized in construction of the content of paragraphs.

27.0 CONFLICT

In the event of any conflict between the Service Availability Policy and any portion of any Order or Codes or resolution issued by the Florida Public Service Commission, then the Order or Codes shall in all instances prevail after the changes to this Service Availability Policy have been properly approved by the Florida Public Service Commission.

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TABLE OF DAILY FLOWS

<u>Types of Building Usage</u>	<u>Est. Daily Flows of Wastewater</u>
Bars and Cocktail Lounges.....	5 gpd/seat
Boarding Schools (students and staff).....	85 gpcd(2)
Bowling Alleys (toilet wastes only, per lane).....	110 gpd
Country Clubs (per member).....	30 gpcd
Day Schools (students and staff).....	10 gpcd
Drive-In Theaters (per car space).....	5 gpd
Factories (with showers).....	30 gpcd
Factories (without showers).....	10 gpd/100 sq. ft.
Hospitals (with laundry).....	275 gpd/bed
Hospitals (without laundry).....	220 gpd/bed
Hotels and Motels (no restaurants or laundry)*.....	165 gpd/rm or unit
Laundromats.....	250 gpd/washer
Mobile Homes Apartments, Condominiums, Townhouse.....	200 gpd/unit
Movie Theaters, Auditoriums, Churches (per seat).....	3 gpd
Nursing Homes.....	110 gpd/bed
Office Buildings.....	10 gpd/100 sq. ft.
Public Institutions (other than those listed).....	85 gpcd
Restaurants (per seat).....	55 gpd/seat
Restaurants (fast food) (per seat).....	30 gpd/seat
Single-Family Residence.....	209 gpd
Stadiums, Frontons, Ball Parks, etc.(per seat).....	3 gpd
Stores (without kitchen wastes).....	5 gpd/100 sq. ft.
Speculative Buildings.....	30 gpd plus 10 gpd/100 sq. ft.
Warehouses.....	30 gpd plus 10 GPD/1000 sq. ft.

- (1) gpd - gallons per day
- (2) gpcd - gallons per capita per day

NOTE: Sewage gallonage refers to sanitary sewage flow on a unit basis for average daily flow in gallons per day.

* Motels and Hotels with other facilities to be qualified as per schedule (i.e., with laundry add 55 gpd, with restaurant add 55 gpd per seat.)

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