Information Package to Comply with Rule 25-30.039, Florida Administrative Code, NAME CHANGE

(Pursuant to Section 367.121, Florida Statutes) 22 AM 8: 57

MAILROOM

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

991747-WS

and/or V the follo	The und Wastew Wing in	dersigned hereby mak rater Certificate No. <u>9</u> 8 nformation:	es application for for facilities in	or a name char <i>Pasco</i>	nge on Water Certificate No. <i>137-W</i> _ County, Florida, and submits		
PART I		APPLICANT INFO	RMATION				
	A)	A) The full name (as it appears on the certificate), address and telephone number of the applicant:					
		BETMAR UTILITIES, INC. Name of utility					
	(727)	845-3/99		(727) 845-	<i>1839</i> Fax No.		
	(,	Phone No.			Fax No.		
	66.3	5 Hickory was	/ ANE				
		e street address	C/1/4L				
	NE	PORT RICHEY	FLORIDA	34653-	- 3924		
	City	O TORT MUNETS	State	270-5	Zip Code		
	T	N/A					
	Mail	New Port Richey, Florida 34653-3924 City State Zip Code Mailing address if different from street address					
		Internet address if applicable					
	B)	B) The name, address and telephone number of the person to contact concerning this application:					
	JOE	TURCO		,	(727) 845-3/99		
	Nam				Phone No.		
	663	35 HICKORYWOOD	LANE				
		et address					
	NE	W PORT RICHEY	FLORIDA	34653-	· <i>39</i> 24		
	City		State		- <i>3924</i> Zip Code		
				DOC	UMENT NUMBER-DATE		

FPSC-RECORDS/REPORTING

14381 NOV 22 8

C)	Indicate the organiz	ational character of the	certificated utility: (circle one)
(Corporation	Partnership	Sole Proprietorship
,	Other(Specify)		
D)	The proposed chang	ge in name:	
	EAST PASCO L	HILITIES, INC.	
E)	Indicate the organiz	ational character of the u	tility under the new name: (circle one)
	Corporation	Partnership	Sole Proprietorship
	Other(Specify)		
F)	Exhibit A - A	statement setting out the	e reason for the name change.
G)	The effective date of	of the name change:	SEPTEMBER 16, 1999
H)	of entity that is cha	rtered by the State of F	a, limited partnership, or any other type lorida or any other state, a copy of the e state showing its acceptance of the
I)	of entity that is char	tered by the State of Flow wnership and control of	n, limited partnership, or any other type rida or any other state, a statement from the utility and its assets will not change
J)	chartered by the St authorized represen	ate of Florida or any otl	proprietorship, or any other entity no ner state, a statement, signed by a duly and control of the utility and its assets

K)	Exhibit A proposed notice to be sent to the customers of the utility informing them of the change in utility name. After the Commission staff approves the customer notice, the utility shall send the approved customer notice to all existing customers with the next regular billing, advising them of the name change.
L)	Exhibit An original and two copies of the utility's water and/or wastewater tariff(s), including all standard forms, resubmitted under the proposed name change. Sample tariffs are enclosed with the application package.
M)	Exhibit _F The applicant's current water and/or wastewater certificate(s).

PART II AFFIDAVIT

I Jacqueline A.		(applicant) do solemnly swear or affirm that
		nd all exhibits attached thereto are true and correct and
that said statements of fact	thereto constitute	es a complete statement of the matter to which it relates.
	BY:	Applicant's Signature
	`	Jacqueline A. Turco
		Applicant's Name (Typed)
		President
		Applicant's Title *
		Applicant's Title
Subscribed and sworn to b in the year of $\frac{CC}{C}$ by		day in the month of NOVember L. Janove who is personally known to
	dentification	Oriver License.
me or produced to	denuireation	Type of Identification Produced
TRACIE L. IAN Comm. No. CC My Comm. Exp. Nov Bonded thru Pichard	696995 7. 17, 2001	Notary Public's Signature
	~~~~	Print, Type or Stamp Commissioned
		Name of Notary Public

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

## BETMAR UTILITIES, INC. POST OFFICE BOX 370 PORT RICHEY, FL 34673-0370 TELEPHONE: (727) 845-3600 FAX: (727) 845-1839

October 18, 1999

Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

ATTN: Director, Division of Records and Reporting

RE: NAME CHANGE

Dear Sir/Madam:

Pursuant to the name change requirements, we state as follows:

- 1. The reason for the name change from Betmar Utilities, Inc. to East Pasco Utilities, Inc. is that a majority of the customers believes that Betmar Utilities belongs to the Betmar Owners Association due to the name "Betmar".
- 2. Over the years there has been a bit of confusion when referring to the Betmar Owners and Betmar Utilities, as well as in the PSC rate cases. We felt this would eliminate this confusion. (Example: "Betmar" is this a reference to the customer, the homeowners association, or the utility? This way we would not have to expound on the word "Betmar", and would be a stand alone for customer, and homeowner association, and "East Pasco" being the utility solely.)
  - 3. East Pasco sounds more professional than the "mom and pop" name of Betmar.

Thank you for your understanding and consideration in this matter.

If you should have any questions regarding this matter, please do not hesitate to contact the undersigned at (727) 845-3600.

Sincerely yours,

IA ØUELINE A. TURCO PRESIDENT

equeline a Sure



September 22, 1999

JACQUELINE A. TURCO EAST PASCO UTILITIES, INC. 6635 HICKORYWOOD LANE NEW PORT RICHEY, FL 34653

Re: Document Number M90084

The Articles of Amendment to the Articles of Incorporation of BETMAR UTILITIES, INC. which changed its name to EAST PASCO UTILITIES, INC., a Florida corporation, were filed on September 16, 1999.

Should you have any questions regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Letter Number: 699A00046433

Velma Shepard Corporate Specialist Division of Corporations BETMAR UTILITIES, INC. POST OFFICE BOX 370 PORT RICHEY, FL 34673-0370 TELEPHONE: (727) 845-3600 FAX: (727) 845-1839

October 18, 1999

Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

ATTN: Director, Division of Records and Reporting

RE: OWNERSHIP AND CONTROL

Dear Sir/Madam:

The ownership and control of the utility and its assets will not change under the proposed name change from Betmar Utilities, Inc. to East Pasco Utilities, Inc.

If you should have any questions regarding this matter, please do not hesitate to contact the undersigned at (727) 845-3600.

Sincerely yours,

ACQUELINE A. TURCO
PRESIDENT

#### NOTICE TO CUSTOMER

Betmar Utilities, Inc. is changing their name to East Pasco Utilities, Inc. Please make your check payable to East Pasco Utilities, Inc. effective January 1, 2000.

The Post Office Box number is the same, "P. O. Box 370, Port RICHEY, FL 34673-0370". The Accounting telephone number is the same, "(727) 845-3600". The only things that are being changed is the Emergency Number, from "(813) 783-1122 to (813) 782-1969" and the Company's name.

The December billing statements that will be mailed in January 2000, will have the new Company's name and Emergency telephone number.

If you should have any questions, please contact the utility office. Be sure to have your account number handy for quick reference.





#### **WATER TARIFF**

East Pasco Utilities, Inc.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

#### **WATER TARIFF**

East Pasco Utilities, Inc.
NAME OF COMPANY

6635 <u>Hickorywood Lane</u>

New Port Richey, Florida

<u>34653-3924</u> (ADDRESS OF COMPANY)

(727) 845-3199 (Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

<u>Jacqueline A.</u> Turco ISSUING OFFICER

<u>President</u>
TITLE

## ORIGINAL SHEET NO. 2.0

NAME OF COMPANY: East Pasco Utilities, Inc.

## WATER TARIFF

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CONTRACTS AND AGREEMENTS	N/A

Jacqueline A. Turco, President

#### **ORIGINAL SHEET NO. 3.0**

NAME OF COMPANY <u>East Pasco</u> Utilities, Inc.
WATER TARIFF

#### **TERRITORY AUTHORITY**

**CERTIFICATE NUMBER - 137-W** 

COUNTY - Pasco

#### COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type
5739	05/04/73	C-73175-WS	Original
7202	04/07/76	760206-W(EX)	Amendment
7417	09/02/76	760331-W(EX)	Amendment
<b>252</b> 15	10/14/91	891280-WS	Amendment

(Continued to Sheet No. 3.1)

Jacqueline A. Turco ISSUING OFFICER

President TITLE NAME OF COMPANY <u>East Pasco Utilities</u>, Inc ORIGINAL SHEET NO. 3.1

WATER TARIFF

(Continued from Sheet No. 3.0)

## DESCRIPTION OF TERRITORY SERVED

ORDERED by the Florida Public Service Commission that Water Certificate Number 137-W be and is hereby granted Betmar Acres Water and Recreation, 622 Highway 54 West, Zephyrhills, Florida 33599, for the following decribed territory in Pasco County, Florida.

In Sections 9 and 10, Township 26 South, Range 21 East:

Commence at the Southeast corner of the Southwest & of said Section 10; thence run North along the East line of the Southwest 4 15 feet; thence run West 15 feet to the Southeast corner of Tract 119 for a Point of Beginning; thence run South 89 degrees 44 minutes West 230 feet; thence North 125 feet; thence South 89 degrees 44 minutes West 222 feet; thence North 3 degrees 06 minutes West 196.7 feet; thence North 163 feet; thence South 89 degrees 44 minutes West 202 feet; thence North O degrees 05 minutes East 165 feet; thence North 89 degrees 57 minutes West 809.76 feet; thence South 0 degrees 34 minutes 30 seconds West 100 feet; thence North 89 degrees 57 minutes 00 seconds West 547.7 feet; thence South 0 degrees 38 minutes 18 seconds West 428 feet; thence North 89 degrees 57 minutes West 339.44 feet; thence North 0 degrees 38 minutes, 18 meconds East 428 feet; thence North 89 degrees 57 minutes 00 seconds West 313.17 feet; thence North 0 degrees 36 minutes 30 seconds East 600 feet; thence North 89 degrees 57 minutes West 25 feet more or less to the East line of said Section 9; thence South 89 degrees 39 minutes 30 seconds West 728 feet; thence North 0 degrees 34 minutes 30 seconds East 25 feet; thence North 89 degrees 42 minutes 00 seconds West 693 feet; thence North 3 degrees 17 minutes 24 seconds East 1219.80 feet; thence East 250 feet; thence South 46 degrees 07 minutes 08 seconds East along the arc of a curve 170.99 feet; thence South 87 degrees 59 minutes 48 seconds East 518.47 feet; thence

Jacqueline A. Turco

President

TITLE

(Continued to Sheet No. 3.2)

NAME OF COMPANY <u>East Pasco Utilities</u>, IncORIGINAL SHEET NO. 3.2

WATER TARIFF

(Continued from Sheet No. 3.1)

## DESCRIPTION OF TERRITORY SERVED

North 56 degrees 14 minutes 30 seconds East 207.62 feet; thence North 75 degrees 59 minutes 42 seconds East 154.72 feet; thence North 52 degrees 45 minutes 22 seconds East 204.63 feet; thence North 89 degrees 09 minutes 22 seconds East 51.22 feet; thence South 69 degrees 57 minutes 00 seconds East 303.82 feet; thence South 23 degrees 18 minutes 30 seconds East 128.04 feet; thence a distance of 157.50 feet along the arc of a curve having a radius of 272.10 feet and a chord of 155.70 feet bearing South 40 degrees 16 minutes 00 seconds East, thence South 56 degrees 33 minutes 30 seconds East 220.96 fest, thence South 54 degrees 14 minutes 18 seconds East 351.85 feet; thence South 89 degrees 57 minutes 00 seconds East 23.34 feet; thence a distance of 87.53 feet along the arc of a curve having a radius of 85 feet and a chord of 83.71 feet bearing North 61 degrees 04 minutes 28 seconds East, thence a distance of 280.96 feet along the arc of a curve having a radius of 200 feet bearing North 15 degrees 11 minutes 02 seconds West; thence North 55 degrees 25 minutes 44 seconds West 72.33 feet; thence a distance of 168.57 feet along the arc of a curve, said curve having a radius of 87.99 feet bearing North O degrees 32 minutes 42 seconds West; thence North 54 degrees 20 minutes 19 seconds East 553.38 feet; thence North 46 degrees 55 minutes 37 seconds East 112.83 feet; thence North 24 degrees 20 minutes 19 seconds East 239.86 feet; thence a distance of 176.28 feet along the arc of a curve having a radius of 100 feet bearing North 74 degrees 50 minutes 19 seconds East; thence South 54 degrees 39 minutes 41 seconds East 235.53 feet; thence South 0 degrees 20 minutes 19 seconds West 7.03 feet; thence South 89

(Continued to Sheet No. 3.3)

Jacqueline A. Turco
ISSUING OFFICER

President

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc. ORIGINAL SHEET NO. 3.3 WATER TARTEF

(Continued from Sheet No. 3.2)

## DESCRIPTION OF TERRITORY SERVED

degrees 39 minutes 41 seconds East 100 feet; thence South 0 degrees 20 minutes 19 seconds West 1805.64 feet; thence South 89 degrees 53 minutes 27 seconds East 17.30 feet; thence North 89 degrees 50 minutes East 467 feet; thence South 125 feet; thence North 89 degrees 50 minutes East 50 feet; thence South 214 feet; thence North 89 degrees 50 minutes East 150 feet; thence South 163.75 feet; thence South 89 degrees 47 minutes West 136 feet; thence South 55 feet; thence North 89 degrees 47 minutes East 136 feet; thence South 69 degrees 47 minutes West 15 feet; thence South 69 degrees 47 minutes West 15 feet; thence South 647.75 feet to the Point of Eeginning.

#### It is further

ORDERED that Sewer Certificate Number 98-S be and is hereby granted to Betmar Acres Water and Recreation, 622 Highway 54 West, Zephyrhills, Florida 33599, for the following described territory in Pasco County, Florida.

In Sections 9 and 10, Township 26 South, Range 21 East:

In Section 10: Commence at the Southeast corner of the Southwest k; thence run South 69 degrees 44 minutes 00 seconds West 680.90 feet; thence North 0 degrees 15 minutes 25 seconds East 663.32 feet; thence North 89 degrees 57 minutes 00 seconds West 834.76 feet, for a Point of Peginning; thence run North 89 degrees 57 minutes 00 seconds West 547.7 feet; thence South O degrees 38 minutes 18 seconds West 428 feet; thence North 89 degrees 57 minutes 00 seconds West 339.44 feet; thence North O degrees 38 minutes 18 seconds East 428 feet; thence North 89 degrees 57 minutes 00 seconds West 313.17 feet; thence North 0 degrees 36 minutes 30 seconds East 600 feet; thence South 89 degrees 39 minutes 30 seconds West 753 feet; thence North 0 degrees 34 minutes 30 seconds East 25 feet; thence North 89 degrees 42 minutes 00 seconds West 693 feet; thence North 3 degrees

Jacqueline A. Turco
ISSUING OFFICER

President

TITLE

(Continued to Sheet No. 3.4)

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc. ORIGINAL SHEET NO. 3. 4
WATER TARIFF

(Continued from Sheet No. 3.3)

#### DESCRIPTION OF TERRITORY SERVED

17 minutes 24 seconds East 1219.80 feet; thence East 260 feet; thence South 46 degrees 07 minutes 00 seconds East along the arc of a curve 170.99 feet; thence South 67 degrees 59 minutes 48 seconds East 516.47 feet; thence North 56 degrees 14 minutes 30 seconds East 207.62 feet; thence North 75 degrees 59 minutes 42 seconds East 154.72 feet; thence North 52 degrees 45 minutes 22 seconds East 204.63 feet; thence North 89 degrees 09 minutes 22 seconds East 51.22 feet; thence South 0 degrees 29 minutes 40 seconds East 608 feet; thence South B9 degrees 41 minutes 50 seconds West 828 feet; thence South 0 degrees 34 minutes 30 seconds West 650 feet; thence East 23.5 feet; thence South 0 degrees 34 minutes 30 seconds West 100 feet; thence North 89 degrees 39 minutes 30 seconds East 753 feet; thence South 0 degrees 34 minutes 30 seconds West 25 feet; thence South 89 degrees 57 minutes 00 seconds East 1249.8 feet; thence South O degrees 34 minutes 30 seconds West 600 feet to the Point of Beginning.

By Order of Chairman WILLIAM H. BEVIS, Commissioner WILLIAM T. MAYO, and Commissioner PAULA F. HAWKINS, as and constituting the Florida Public Service Commission, this 4th day of May 1973.

(Continued to Sheet No. 3.5)

Jacqueline A. Turco
ISSUING OFFICER

President

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc. ORIGINAL SHEET NO. 3.5 WATER TARTEF

(Continued from Sheet No. 3.4)

#### DESCRIPTION OF TERRITORY SERVED

ORDERED by the Florida Public Service Commission that Water Certificate Number 137-W and Sewer Certificate Number 98-S held by Betmar Acres Water and Recreation, 622 Highway 54 West, Zephyrhills, Florida 33599, be and is hereby amended to include the following territories in Pasco County, Florida:

In Section 9, Township 26 South, Range 21 East, Pasco County, Florida.

The Northwest & of the Southeast &, also known as Lake Betmar Estates Unit 7, Plat Book 1, Page 55, Public Records of Pasco County, Florida.

By Order of Chairman WILLIAM T. MAYO. Commissioner WILLIAM H. BEYIS, and Commissioner PAULA F. HANKINS, as and constituting the Florida Public Service Commission, this 7th day of April, 1976.

(Continued to Sheet No. 3.6)

Jacqueline A. Turco
ISSUING OFFICER

President

NAME OF COMPANY East Pasco Utilities, Inc. ORIGINAL SHEET NO. 3.6

WATER TARIFF

(Continued from Sheet No. 3.5)

## DESCRIPTION OF TERRITORY SERVED

ORDERED by the Florida Public Service Commission that Water Certificate No. 137-W and Sewer Certificate No. 98-S held by Betmar Acres Water and Recreation, 622 Highway 54 West, Zephyrhills. Florida 33599, be and are hereby amended to include the following territories in Pasco County, Florida:

In Township 26 South, Range 21 East, Pasco County, Florida -

#### Section 9

The South 3/4 of the Northeast 1, less and except tracts 20, 29, and 30, Zephyrhills Colony Company Lands, as recorded in Plat Book 1, Page 55, Records of Pasco County, Florida.

#### Section 10

The West 3/4 of the South ½ of the Northwest ½, and a portion of the North ½ of the Northwest ½ being more particularly described as follows:

Docket Nos. 760331-W & 760332-S Order No. 7417 Sheet 2

Beginning at the Northwest corner of Tract 48
Zephyrhills Colony Company Lands, as recorded in Plat Book 1, Page 55, Records of Pasco County, Florida also being the Northwest corner of the Southwest & of the Northwest & of said Section 10, run North 660 feet along the West line of said Section 10; thence East 1650 feet; thence South 660 feet to the Northwest corner of Tract 44; thence West 1650 feet to the Northwest corner of said Tract 48, said POINT OF BEGINNING.

By Order of Chairman WILLIAM T. MAYO. Commissioner WILLIAM H. BEVIS, and Commissioner PAULA F. HAWKINS, as and constituting the Florida Public Service Commission, this 2nd day of September 1976.

Jacqueline A. Turco
ISSUING OFFICER

President

WATER TARIFF

(continued from sheet No. 3.6)

#### DESCRIPTION OF TERRITORY SERVED

ORDERED by the Florida Public Service Commission that Water Certificate No. 137-W and Sewer Cerificate No. 98-S held by Betmar Utilities Inc. 9826 Highway 19, P O Box 370, Port Richey, Florida 34673-0370, be and are hereby amended to include the following territories in Pasco County, Florida:

Docket No. 891280-WS Order No. 25215

The East 1/2 of Section 9, Township 26 South, Range 21 East Pasco County, Florida, And the West 1/2 of Section 10, Township 26 South, Range 21 East, Pasco County, Florida.

Less and Except: The East 1/4 of the North 1/2 of the Northwest 1/4 of Section 10; The North 124.81 Feet of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 10; The East 174.02 Feet of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Less the North 124.81 Feet; the East 1/4 of the North 1/4 of the Southwest 1/4 of Section 10; The West 1/2 of the North 259.32 Feet of the Southeast 1/4 of the Northeast 1/4 of Section 10; The East 1/2 of the North 213.63 Feet of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10; The North 1/2 of the Southwest 1/4 of Section 9; And the Southwest 1/4 of the Southwest 1/4 of Section 9.

Jacqueline A. Turco
ISSUING OFFICER

<u> President</u>

NAME OF COMPANY East Pasco Utilities, Inc.

MISCELLANEOUS

N/A

NAME OF COMPANY <u>East Pasco</u> Utilities, Inc.
WATER TARIFF

#### **TECHNICAL TERMS AND ABBREVIATIONS**

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

(Continued to Sheet No. 5.1)

<u>Jacqueline A.</u> Turco ISSUING OFFICER

President TITLE NAME OF COMPANY <u>East Pasco</u> Utilities, Inc.

#### **WATER TARIFF**

(Continued from Sheet No. 5.0)

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

<u>Jacqueline A.</u> Turco ISSUING OFFICER

President TITLE

## NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.

## INDEX OF RULES AND REGULATIONS

Rule Nu	mber	Sheet Number
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2.0	General Information	8.0
3.0	Signed Application Necessary	8.0
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8.0	Continuity of Service	9.0
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(Continued to Sheet No. 7.0%

# NAME OF COMPANY <u>East Pasco Utilities</u>, <u>Inc.</u> (Continued from Sheet No. 6.0)

Rule Number	Sheet Number
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NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.

#### RULES AND REGULATIONS

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

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

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff.

SIGNED APPLICATION NECESSARY - Water service is furnished only upon signed application or agreement accepted by the Company and payment of the initial connection fee. The conditions of such application or agreements are 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, street address or lot and block number, at which water service is to be rendered.

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 agent and the Company and under which such water service is rendered.

## NAME OF COMPANY East Pasco Utilities, Inc.

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.

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

- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with the Rules/Orders/Tariff issued by the Commission.
- 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 Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service. In no case shall a customer, except with the written consent of the Company extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish water service for 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, customer's water service is subject to discontinuance until such unauthorized extension, remetering, sale or disposition is discontinued and full payment is made of bills for water service, calculated on proper classification and rate schedules and reimbursement in full 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, accident, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.

(Continued from Sheet No. 9.0)

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 for any period greater than one hour, all customers affected by said interruption or discontinuance shall be given not less than 24 hours notice.

- TYPE AND MAINTENANCE The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in 9.0 accordance with the standard practice, conforming with the Rules and Regulations of the Company, and in full compliance with all Laws and Governmental Regulations applicable Company shall not be responsible for The the and operation of the customer's pipes maintenance facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the service; and the Company reserves the right discontinue or withhold water service to such apparatus or device.
- CHANGE OF CUSTOMER'S INSTALLATION No changes or increases in 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 will be liable for any change resulting from a violation of this rule.
- INSPECTION OF CUSTOMER'S INSTALLATION All customer's water service installations or changes shall be inspected upon completion by competent authority to ensure that customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required by local rules or 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.

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

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.

## NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.

(Continued from Sheet No. 10.0)

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.

- 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 and inspecting or removing Company's property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the customer and in 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, Bimonthly, Quarterly), bills are due when rendered and shall be considered as received by customer when delivered or mailed to water service address or some other place mutually agreed upon.

Non-receipt of bills by customer shall not release or diminish obligation of customer with respect to payment thereof.

DELINQUENT BILLS - Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent, and water service may then, after five (5% days written notice be discontinued. Service will be resumed only upon payment of all past-due bills, and reconnect charges have been approved. There shall be no liability of any kind against the Company by reason of discontinuance of water service to the consumer for failure of the consumer to pay the bills on time.

No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company, or by order or direction of the Commission.

PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY - When both water and sewer service are provided by the Company, payment of any water service bill rendered by the Company to a water service customer shall not be accepted by the Company

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc. (Continued from Sheet No. 11.0)

without the simultaneous or concurrent payment of any sewer service bill rendered by the Company. If the charges for water service are not so paid, the Company may discontinue both sewer service and water service to the customer's premises for non-payment of the water service charges or if the charges for sewer service are not so paid the Company may discontinue both water service and sewer service to the customer's premises for non-payment of the sewer service charge. The Company shall not reestablish or reconnect sewer service and water service or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these Rules and Regulations are paid.

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

This charge must be approved by the Commission before being incorporated in the customer's bills.

CHANGE OF OCCUPANCY - When 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, who will be held responsible for all water service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue 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. Customer's deposit may be transferred from one service location to another, if both locations are supplied by the Company, consumer's deposit may NOT be transferred from one name to another.

For the convenience of its customers, the Company will accept telephone orders to discontinue or transfer water service 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.

(Continued to Sheet No. 13.0)

NAME OF COMPANY East Pasco Utilities, Inc.

(Continued from Sheet No. 12.0)

- 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. Unauthorized connections render the service subject to immediate discontinuance without notice and water service will not be restored until such unauthorized connections have been removed and unless settlement is made in full or 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 and when the Company considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices.
- 22.0 ALL WATER THROUGH METER That portion of the Customer's installation for water service shall be so arranged 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.
- ADJUSTMENT OF BILLS When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be.
- CUSTOMER DEPOSIT ESTABLISHMENT OF CREDIT Before rendering 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 utilities rules for prompt payment. Credit will be deemed so established if: (Al The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested. (Bl The applicant pays a cash deposit. (Cl The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond. The amount of initial deposit shall be the following according to meter size:

5/8" x 3/4"

1"

50.00

1 1/2"

75.00

2 1/2 x monthly useage 2 1/2x montr.ly useage

The Company may require, upon reasonable written notice of not less than 30 days, such request or notice being separate and apart from any bill for service, a new deposit, where

Residential

General Service

YAME OF COMPANY: East Pasco Utilities, Inc.

WATER TARIFF

(Continued from Sheet Yo. 13.0)

previously vaived or returned, or an additional deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average actual charge for water and/or sever 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, then the utility shall base its new or additional deposit upon the average actual monthly billing available.

The Company vill pay interest on customer deposits at the rate of 6% per annum. The payment of interest vill be made once each year as a credit on regular bills, and on final bills when service is discontinued. Yo customer depositor vill receive interest on his deposit until at least six (6) months of continuous service, then interest vill be paid from the date of the commencement of service. The Company vill pay or credit accrued interest to the customers account during the month of December each year.

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 utility), (b) paid with a check refused by a bank, (c) been disconnected for non-payment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. The company may hold the deposit of non-residential customers after the establishment of the 23 month satisfactory payment record, but shall pay interest at 73 per annum after such establishment. Nothing in the rule shall prohibit the Company from refunding a deposit in less than 23 months.

25.0 REQUEST FOR METER TEST 37 CUSTOMER - Should any customer request a bench test of his vater meter, the Company vill require a deposit to defray cost of testing; such deposit not to exceed the following schedule of fees:

HETER SIZE	FEE		
5/8" x 3/4"	\$20.00		
1" and 1 1/2"	\$25.00		
2" and over	Actual Cost of Test		

(Continued on Sheet No. 15.0)

Effective Data: December 22, 1995

Jacqueline A. Turco

For service rendered on or after December 22, 1995

President HTMY Z NAME OF COMPANY <u>East Pasco Utilities, Inc.</u>

(Continued from Sheet No. 14.01

If the meter is found to register in excess of the accuracy limits prescribed by the Commission, the deposit will be refunded; but if below such accuracy limit, the deposit will be retained by the Company as a service charge for conducting the test. Further, 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 customer's premises provided that the meter has not been tested within the past six (6) months.

ADJUSTMENT OF BILLS FOR METER ERROR - In meter tests made by the Commission or by the Company, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows.

FAST METERS - Whenever a meter tested is found to register fast in excess of the tolerance provided in the Meter Accurance Requirements provision herein, the utility shall refund to the customer the amount billed in error for one-half the period since the last test; said one-half period not to exceed six (6) months except that if it can be shown that the error was due to some cause, the date of which can be fixed. The overcharge shall be computed back to but not beyond such date. The refund shall not include any part of any minimum charge.

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 use of any customer every water meter, whether new, repaired or removed from service for any cause, shall be adjusted to register within the accuracy limits set forth in the following table:

#### ACCURACY LIMITS IN PERCENT

METER TYPE	Maximum Rate	Intermediate Rate	New	Repaired
Displacement	98.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97 -103	97 -103	95-103	90-103
Compount*	97 -103	97 -103	95-103	90-103

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

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.

(Continued from Sheet No. 15.0)

- 27.0 The Company shall file with the Commission copies of all Guaranteed Revenue Contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.
- MISCELLANEOUS SERVICE CHARGES The company may charge the following miscellaneous service charges in accordance with the terms also stated below. If both water and sewer services are provided, only a single charge is appropriate unless circumstances beyond the control of the company requires multiple actions.

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

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

VIOLATION RECONNECTION - This charge would be levied subsequent to disconnection of service for cause including a delinquency in bill payment.

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

	Normal Hours
Initial Connection	\$ 15.00
Normal Reconnection	\$ 15.00
Violation Reconnection	\$ 15.00
Premises Visit (in lieu of disconnection)	\$ 10.00

N/A - Not Applicable

Effective Date: April 1, 1989 (Staff Assisted Rate Case Final Rates)

## ORIGINAL SHEET NO. 16.0

## NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.

## INDEX OF RATE SCHEDULES

	Sheet Number
General Services, GS	17.0
Residential Services, RS	18.0
Fire Protection Charges	19.0
Meter Installation Fees	20.0

<u>Jacqueline</u> A. Turco President

#### WATER TARIFF

## **GENERAL SERVICE**

### RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly.

RATE - Meter Size	Base Facilities Charge
5/8" x 3/4"	\$ 6.11
3/4"	9.31
<b>1</b> "	15.69
1 1/2"	31.67
2"	50.84
3"	101.99
4"	159.50
<b>6"</b>	319.58
Callanaga Charga no	A.W.

Gallonage Charge per 1,000 gallons 2.40

## 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 - Name change.

Jacqueline Turco President

### 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>	<b>Base Facilities Charge</b>
	5/8" x 3/4"	\$ 6.11
	3/4"	9.31
	1"	15.69
	1 1/2"	31.67
	<b>2</b> ⁿ	50.84
	3"	101.99
	4"	159.50
	6"	319.58
	Gallonage Charge per	
	1,000 gallons	2.40

## MINIMUM BILL - 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 - Name change.

Jacqueline Turco President

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.

## FIRE PROTECTION CHARGES

## WATER

AVAILABIILTY - Available throughout the area served by the Company.

APPLICABILITY -

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

Public Fire Protection per hydrant

Private Fire Protection

N/A

MINIMUM CHARGE -

TERMS OF PAYMENT -

NAME OF COMPANY: East Pasco Utilities, Inc.

WATER TARIFF

### SCHEDULZ OF METER INSTALLATION PUES - WATER

AVAILABILITY - Available throughout the area served by the Company.

DEFINITION - The actual or average cost to the utility to install the vater measuring device at the point

of delivery, including materials and labor required.

ipplicibility - To all classifications of customers for the initial commencement of service at any given

location.

31T9 - 5/8" r 3/4" Neter \$125.00

1" Metar \$145.00

1 1/2" Heter \$230.00

2" Meter \$320.00

Over 2" Neter Actual Cost

TERM OF PAYMENT -

TYPECTIVE DATE - December 22, 1995

Jacqueline A. Turco

ISSUING OFFICER

TYPE OF TILING . Name change.

President

7777

NAME OF COMPANY: East Pasco Utilities, Inc.

## INDEX OF STANDARD FORMS

	Sheet Number
CUSTOMER'S GURANTEE DEPOSIT RECEIPT	22.0
APPLICATION FOR WATER SERVICE	23.0
APPLICATION FOR METER INSTALLATION	24.0
COPY OF CUSTOMER'S BILL	25.0

<u>Jacqueline A. Turco</u> President

NAME	OF	COMPANY	East Pasco Utilities, Inc.
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# CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

East Pasco Utilities, Inc.  GUARANTEE DEPOSIT  RECEIPT ACCT #	ND
RECEIVED FROM	
	DOLLARS
Account Total S	
Amount Paid S	
Balance Due S	

NAME OF COMPANY <u>East Pasco</u> Utilities, Inc. WATER TARIFF

### **APPLICATION FOR WATER SERVICE**

P. O. Box 370
Port Richey, FL 34673-0370
(727) 845-3600

#### APPLICATION FOR WATER SERVICE

Water	: Service is hereby applied for:
1.	(Print name, and service address of Customer)
2.	(Print Northern Mailling address)
3.	ON: (Date Service to be commenced)
NOTE:	(A) Before Service will be commenced, Customer must furnish Company with written Application for Meter Application and pay Water service Connection pursuant to the Company's Tariff.
	(B) This application constitutes an Agreement For Service; and the Company, and the Customer are bound by its terms, as well as those of the Company's Tariff and the Rules of the Florida Public Service Commission, both of which are incorporated herein by reference.
81gn	ature of Applicant Date

Jacqueline A. Turco ISSUING OFFICER

President TITLE NAME OF COMPANY <u>East Pasco</u> Utilities, Inc. WATER TARIFF

## **APPLICATION FOR METER INSTALLATION**

EAST PASCO UTILITIES, INC. p. O. Hox 370 Port Richey, FL 34673-0370 (727) 845-3600

APPLICATION FOR METER INSTALLATION

1 nota	llation of a water motor is hereby applied for:
1.	(Print name, and service address of Customer)
2.	(Print Northern Mailing address)
3.	ON: (Date Service to be commenced)
4.	A WATER SERVICE CONNECTION CHARGE, pursuant to the company's Tariff, of \$ must accompany this Application.
the those	t This application constitutes an Agreement For Service; and Company, and the Customer are bound by its terms, as well as a of the Company's Tariff and the Rules of the Florida Publicate Commission, both of which are incorporated herein by rence.
Comp	Cuntomer shall exercise reasonable diligence to protect the any's property on the Customer's premises, and shall knowingly it no one but the Company's agents, or persons authorized by to have access to the Company's pipes and apparatus.
Caus	he event of any loss, or damage to property of the Companed by or arising out of carelessness, neglect, or misuse by thomer, the cost of making good such loss or repairing such damaged be paid by the Customer.
<u>sīģ</u>	ature of Applicant Date

Jacqueline A. Turco ISSUING OFFICER

President TITLE NAME OF COMPANY <u>East Pasco</u> Utilities, Inc. WATER TARIFF

### COPY OF CUSTOMER'S BILL

P.O. BOX 370 PORT RICHEY	D UTILITIES INC , FL 34673-0370 PHONE (727)845	EMERGE 782	NCY PHONE 2-1969	EAST PASCO UTILITIES INC.	PRESONTED FIRST CLASS MAIL II,S POSTAGE PAID
ACCOUNT	DC TEST DATE	YRIAGO CONSUMPTION	BALANCE FWD		Post Richay Ft. PERMIT No. 75
				TEMP RETURN SE	AVICE REQUESTED
PAEV METEH REA	ID PRES METER HE	AD CURRENT CONSUMPTION	CURRENT		

PREV. READ DATE CURRENT READ DATE DATE BILLED TOTAL DUE ACCOUNT NUMBER TOTAL DUE
THIS BILL IS QUE UPON PRESENTATION AND BECOMES
DELINQUENT 20 DAYS THEREAFTER YOUR CHECK #_______

METER LOCATION IF OTHER THAN BILLING AUDRESS

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

RETURN THIS STUB WITH PAYMENT

Jacqueline A. Turco ISSUING OFFICER

President TITLE

NAME OF COMPANY: East Pasco Utilities, Inc.

WATER TARIFF

## MAIN EXTENSION POLICY

RESIDENTIAL -

On-site and off-site to be contributed

ALL OTSER -

Om-site and off-site to be contributed

Iffective Date: December 22, 1995

For service rendered on or after December 22, 1995

Jacqueline A. Turco

President TITLZ MAKE OF COMPANY: East Pasco Utilities, Inc.

### SERVICE AVAILABILITY AND MAIN EXTENSION POLICY

### WATER

## INDEX

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2.0	Availability	25.0
3.0	Cm-Site Facilities	28.0
4.0	Off-Site Facilities	28.0
5.0	Advances	29.0
6.0	Capacity Charges	29.0
7.0	Inspection and Plan Review 7ees	30.0
8.0	Developer's Advance	30.0
9.0	Service Outside Territory	30.0
10.0	Adjustment Provisions	31.0
	Schedule of Pees and Charges	33.0

Effective Date: December 22, 1995

Jacqueline A. Turco

For service rendered on or after December 22, 1995

President TITLZ NAME OF COMPANY: East Pasco Utilities, Inc.

#### SERVICE AVAILABILITY AND MAIN EXTENSION POLICY

#### WATER

#### 1.0 GENERAL

The Utility adopts and incorporates herein by reference, Part VI, Chapter 25-30 of the Florida Administrative Code (F.A.C.).

#### 2.0 AVAILABILITY

The provisions of this policy are available throughout the territory subject to matters of economic feasibility as defined by Rule 25-30.515(7), F.A.C.

#### 3.0 ON-SITE FACILITIES

In those areas where the Utility has not installed on-site lines, on-site water facilities will be provided by the contributor in accordance with the requirements and specifications of the Utility. Service to facilities outside the point of delivery, as defined by Rule 25-30.210 (7), F.A.C., shall be conveyed to the Utility by a bill of sale together with perpetual rights-of-way and easements for appropriate access to facilities as well as complete as-built plans for all such lines and facilities together with accurate cost records establishing the construction costs of all Utility facilities as a condition precedent to their acceptance by the Utility and the initiation of service.

#### 4.0 OFF-SITE FACILITIES

In those areas where the Utility has not installed off-site lines, offsite water facilities shall be provided by the Contributor in accordance

Effective Date: August 8, 1990 For service rendered on or after July 1, 1990

ORIGINAL SHEET NO. 29.0

NAME OF COMPANY: East Pasco Utilities, Inc.

with the Utility's specifications and conveyed to the Utility by bill of

sale with necessary maintenance and replacement easements and rights-of-

way together with as-built drawings of the facilities and accurate cost

records establishing the construction cost of the facilities, to include

material, labor, and other related costs, as a condition precedent to their

acceptance by the Utility and the initiation of service.

5.0 ADVANCES

If the off-site or on-site facilities can serve areas other than those of

the Contributor, the Utility may require that they be oversized to enable

service to be provided to additional territory and that the Contributor

advance the cost of such oversized facilities. The cost of the oversized

facilities that is in excess of the Contributor's hydraulic share of the

cost of the facilities may be refunded by the Utility as refundable

advances over a period not to exceed five years, from extension fees paid

by other Contributors connecting to the main or mains in accordance with

their hydraulic share.

6.0 CAPACITY CHARGES

In addition to the foregoing fees, Contributor shall pay service

availability fees as shown in the schedule of Fees and Charges on page

33.0.

7.0 INSPECTION AND PLAN REVIEW FEES

Engineering plant or designs for, or construction of facilities by a

Contributor which are to become a part of Utility's system will be

Effective Date: August 8, 1990

ORIGINAL SHEET NO. 30.0

NAME OF COMPANY: East Pasco Utilities, Inc.

subject to review and inspection by the Utility. For this service, Utility

may charge an inspection and plan review fee based upon the actual cost to

the Utility for review of plans and inspection of facilities constructed

by Contributor for connection to the Utility's system. Such inspection

fees shall be paid by the Contributor, in addition to all other charges

above stated, as a condition precedent to service.

8.0 DEVELOPER'S ADVANCE

If authorized by the Florida Public Service Commission, the Utility may

enter into an agreement with a Contributor requiring Contributor to pay a

developer's advance; such advance may be based upon the demand to be placed

upon the Utility's system. The agreement will be applicable in those

instances where the Utility is required to proceed with the construction

of an expansion of its water treatment facilities in order to assure the

Contributor that there will be available sufficient plant capacity.

9.0 SERVICE OUTSIDE TERRITORY

Providing service outside the Utility's territory involves formal notice

and formal proceedings before the Florida Public Service Commission and

therefore entails engineering, administrative and legal expenses in

addition to costs incurred by the Utility providing service within its

territory. The Utility, will therefore, not be obligated to provide

service outside the territory. However, the Utility, at its option, will

only consider amending its service area if the Contributor agrees, in

advance, to defray the initial expenses and to pay all the estimated costs

Effective Date: August 8, 1990 For service rendered on

Original Sheet No. 31.0

YAME OF COMPANY: East Pasco Utilities, Inc.

WATER TARIPP

associated with such proceedings. The advance will be adjusted to conform with actual expenses after the proceedings have been completed. The Utility will further make such extensions outside the territory only if the extension and treatment plant reservation or expansion to serve such extensions are economically feasible as defined by Rules 25-30.515 (7), 7.A.C.

#### 10.0 ADJUSTNENT PROVISIONS

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

Iffactive Data: December 22, 1995

For service rendered on or after December 22, 1995

Jacqueline A. Turco ISSUING CRYICER

Amaident Tall

NAME OF COMPANY: East Pasco Utilities, Inc.

HELD FOR FUTURE USE

Effective Date: August 8, 1990 For service rendered on or after July 1, 1990

NAME OF COMPANY: East Pasco Utilities, Inc.

WATER TARIFF

#### SCHEDULE OF PERS AND CHARGES WATER

<u>277.</u>	IR.	
DESCRIPTION	TACONI.	SZEMT NO.
PLANT CAPACITY CHARGE	-	E-SAMA
Residential (350 Gal./Day) All Others	\$850.00/ERC \$2.43/Gal./Day	29.0
MAIN EXTENSION CEARGE		
Residential (1)	On all and to	
• •	On-site and Off-site to be contributed	36.4
all others (1)	On-site and Off-site	26.0
	to be contributed	26.0
or	to be constituted	20.0
Residential & All others (2)	Donate On-site and	
	Off-site lines	28.0
<ul> <li>(1) In those areas where the Otility has an inv.</li> <li>(2) In those areas where the Otility has not in:</li> </ul>	estment in the lines that have been in stalled lines.	nscalled.
METER INSTALLATION FRES (Per connection)		
5/8" 2 3/4" Metered service	***	
1 Natered Service	\$125.00	20.0
1 1/2" Netered service	\$145.00	20.9
2" Necered service	\$230.00	20.0
Over 2" Netered Service	\$320.00	20.0
* Customer will be notified of the cost of the meter	Actual Cost *	20.0
DOUBLE CHECK VALVE BACK FLOW PREVENTOR INSTALLATION CHARGE ()	lou Tarandi	
5/8" x 3/4" Xeter	\$150.00	
1" Neter	Actual Cost **	
1 1/2" Heter	Actual Cost **	
2" Xeter	Actual Cost **	
Over 2" Weter	Actual Cost **	
REDUCED PRESSURE BACK FLOW PREVENTOR INSTILLATION CHARGES (4)		
5/8" x 3/4" Yeter		
1ª Xetar	\$190.00	
1 1/2" Xeter	Actual Cost **	
2 st Neter	Actual Cost **	
Over 2ª Weter	Actual Cost **	
** Customer will be notified of the cost of the back	ACTUAL COST ##	
device prior to installation.	TTOM STEAMEDE	
PLAN REVIEW CHARGE		
Refer to Rule 7.0		
- The state of the	Actual Cost	29.0
INSPECTION ?PY		
Refer to Rule 7.0	lama) a	
	Actual Cost	29.0
TERMINATING OF MANY		

********* - December 22, 1995

Jacqueline A. Turco

TYPE OF FILING - 1995 Rate Case

Docket No. 341230-45

## WASTEWATER TARIFF

East <u>Pasco Utilities</u>, Inc.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

#### **WASTEWATER TARIFF**

East <u>Pasco Utilities</u>, Inc. NAME OF COMPANY

6635 Hickorywood Lane

New Port Richey, Florida

34653-3924 (ADDRESS OF COMPANY)

(727) 845-3199 (Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

<u>Jacqueline</u> A. Turco ISSUING OFFICER

President TITLE

# ORIGINAL SHEET NO. 2.0

NAME	0F	COMPANY	

## SEWER TARIFF

## TABLE OF CONTENTS

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TERRITORY SERVED	3.0
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RULES AND REGULATIONS	8.0 - 14.1
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STANDARD FORMS	19.0 - 21.0
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SERVICE AVAILABILITY POLICY	N/A
CONTRACTS AND AGREEMENTS	N/A

NAME OF COMPANY <u>East Pasco</u> Utilities, Inc. WASTEWATER TARIFF

## **TERRITORY AUTHORITY**

**CERTIFICATE NUMBER - 098-S** 

COUNTY - Pasco

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	Filing Type
5 <b>739</b>	05/04/73	C-73175-WS	Original
7202	04/07/76	760206-W(EX)	Amendment
7417	09/02/76	760331-W(EX)	Amendment
25215	10/14/91	891280-WS	Amendment

(Continued to Sheet No. 3.1)

<u>Jacqueline</u> A. Turco ISSUING OFFICER

<u>President</u> TITLE NAME OF COMPANY <u>East Pasco Utilities</u>, IncQRIGINAL SHEET NO. 3.1

SEVER TARIFF

(Continued from Sheet No. 3.0)

## DESCRIPTION OF TERRITORY SERVED

ORDERED by the Florida Public Service Commission that Water Certificate Number 137-W be and is hereby granted Betmar Acres Water and Recreation, 622 Highway 54 West, Zephyrhills, Florida 33599, for the following decribed territory in Pasco County, Florida.

In Sections 9 and 10, Township 26 South, Range 21 East:

Commence at the Southeast corner of the Southwest & of said Section 10; thence run North along the East line of the Southwest & 15 feet; thence run West 15 feet to the Southeast corner of Tract 119 for a Point of Beginning; thence run South 89 degrees 44 minutes West 230 feet; thence North 125 feet; thence South 89 degrees 44 minutes West 222 feet; thence North 3 degrees 06 minutes West 196.7 feet; thence North 163 feet; thence South 89 degrees 44 minutes West 202 feet; thence North O degrees 05 minutes East 165 feet; thence North 89 degrees 57 minutes West 809.76 feet; thence South O degrees 34 minutes 30 seconds West 100 feet; thence North 89 degrees 57 minutes 00 seconds West 547.7 feet; thence South 0 degrees 38 minutes 18 seconds West 428 feet; thence North 89 degrees 57 minutes West 339.44 feet; thence North 0 degrees 38 minutes, 18 seconds East 428 feet; thence North 89 degrees 57 minutes 00 seconds West 313.17 feet; thence North 0 degrees 36 minutes 30 seconds East 600 feet; thence North 89 degrees 57 minutes West 25 feet more or less to the East line of said Section 9; thence South 89 degrees 39 minutes 30 seconds West 728 feet; thence North 0 degrees 34 minutes 30 seconds East 25 feet; thence North 89 degrees 42 minutes 00 seconds West 693 feet; thence North 3 degrees 17 minutes 24 seconds East 1219.80 feet; thence East 260 feet; thence South 46 degrees 07 minutes 08 seconds East along the arc of a curve 170.99 feet; thence South 67 degrees 59 minutes 48 seconds East 518.47 feet; thence

Jacqueline A. Turco
ISSUING OFFICER

(Continued to Sheet No. 3.2)

President

TITLE

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.ORIGINAL SHEET NO. 3.2 SEWER TARIFF (Continued from Sheet No. 3.0)

# DESCRIPTION OF TERRITORY SERVED

North 56 degrees 14 minutes 30 seconds East 207.62 feet; thence North 75 degrees 59 minutes 42 seconds East 154.72 feet; thence North 52 degrees 45 minutes 22 seconds East 204.63 feet; thence North 89 degrees 09 minutes 22 seconds East 51.22 feet; thence South 89 degrees 57 minutes 00 seconds East 303.82 feet; thence South 23 degrees 18 minutes 30 seconds East 128.04 feet; thence a distance of 157.50 feet along the arc of a curve having a radius of 272.10 feet and a chord of 155.70 feet bearing South 40 degrees 16 minutes 00 seconds East, thence South 56 degrees 33 minutes 30 seconds East 220.96 feet, thence South 54 degrees 14 minutes 16 seconds East 351.85 feet; thence South 89 degrées 57 minutes 00 seconds East 23.34 feet; thence a distance of 87.53 feet along the arc of a curve having a radius of 85 feet and a chord of 83.71 feet bearing North 61 degrees 04 minutes 28 seconds East, thence a distance of 280.96 feet along the arc of a curve having a radius of 200 feet bearing North 15 degrees 11 minutes 02 seconds West; thence North 55 degrees 25 minutes 44 seconds West 72.33 feet; thence a distance of 168.57 feet along the arc of a curve, said curve having a radius of 87.99 feet bearing North 0 degrees 32 minutes 42 seconds West; thence North 54 degrees 20 minutes 19 seconds East 553.38 feet; thence North 46 degrees 55 minutes 37 seconds East 112.83 feet; thence North 24 degrees 20 minutes 19 seconds East 239.86 feet; thence a distance of 176.28 feet along the arc of a curve having a radius of 100 feet bearing North 74 degrees 50 minutes 19 seconds East; thence South 54 degrees 39 minutes 41 seconds East 235.53 feet; thence South 0 degrees 20 minutes 19 seconds West 7.03 feet; thence South 89

Jacqueline A. Turco

(Continued to Sheet No. 3.3)

<u>Presi</u>dent

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.ORIGINAL SHEET NO. 3.3 SEWER TARIFF

(Continued from Sheet No. 3.2)

## DESCRIPTION OF TERRITORY SERVED

degrees 39 minutes 41 seconds East 100 feet; thence South 0 degrees 20 minutes 19 seconds West 1805.64 feet; thence. South 89 degrees 53 minutes 27 seconds East 17.30 feet; thence North 89 degrees 50 minutes East 467 feet; thence South 125 feet; thence North 89 degrees 50 minutes East 50 feet; thence South 214 feet; thence North 89 degrees 50 minutes East 150 feet; thence South 163.75 feet; thence South 89 degrees 47 minutes West 136 feet; thence South 55 feet; thence North 89 degrees 47 minutes East 136 feet; thence South 105 feet; thence South 69 degrees 47 minutes West 15 feet; thence South 647.75 feet to the Point of Eeginning.

#### It is further

ORDERED that Sewer Certificate Number 98-S be and is hereby granted to Betmar Acres Water and Recreation, 622 Highway 54 West, Zephyrhills, Florida 33599, for the following described territory in Pasco County, Florida.

In Sections 9 and 10, Township 26 South, Range 21 East:

In Section 10: Commence at the Southeast corner of the Southwest k; thence run South 89 degrees 44 minutes 00 seconds West 680.90 feet; thence North 0 degrees 15 minutes 35 seconds East 663.32 feet; thence North 89 degrees 57 minutes 00 seconds West 834.76 feet, for a Point of Peginning; thence run North 89 degrees 57 minutes 00 seconds West 547.7 feet; thence South 0 degrees 38 minutes 18 seconds West 428 feet; thence North 89 degrees 57 minutes 00 seconds West 339.44 feet; thence North O degrees 39 minutes 18 seconds East 428 feet; thence North 89 degrees 57 minutes 00 seconds West 313.17 feet; thence North 0 degrees 36 minutes 30 seconds East 600 feet; thence South 89 degrees 39 minutes 30 seconds West 753 feet; thence North 0 degrees 34 minutes 30 seconds East 25 feet; thence North 89 degrees 42 minutes 00 seconds West 693 feet; thence North 3 degrees

Jacqueline A. Turco

(Continued to Sheet No. 3.4)

President

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.ORIGINAL SHEET NO. 3. 4
SEWER TARIFF

(Continued from Sheet No. 3.3)

#### DESCRIPTION OF TERRITORY SERVED

17 minutes 24 seconds East 1219.80 feet; thence East 260 feet; thence South 46 degrees 07 minutes 08 seconds East along the arc of a curve 170.99 feet; thence South 87 degrees 59 minutes 48 seconds East 518.47 feet: thence North 56 degrees 14 minutes 30 seconds East 207.62 feet; thence North 75 degrees 59 minutes 42 seconds East 154.72 feet; thence North 52 degrees 45 minutes 22 seconds East 204.63 feet; thence North 89 degrees 09 minutes 22 seconds East 51.22 feet; thence South 0 degrees 29 minutes 40 seconds East 608 feet; thence South 89 degrees 41 minutes 50 seconds West 828 feet; thence South 0 degrees 34 minutes 30 seconds West 650 feet; thence East 23.5 feet; thence South 0 degrees 34 minutes 30 seconds West 100 feet; thence North 89 degrees 39 minutes 30 seconds East 753 feet; thence South 0 degrees 34 minutes 30 seconds West 25 feet; thence South 89 degrees 57 minutes 00 seconds East 1249.8 feet; thence South O degrees 34 minutes 30 seconds West 600 feet to the Point of Beginning.

By Order of Chairman WILLIAM H. BEVIS, Commissioner WILLIAM T. MAYC, and Commissioner PAULA F. HAWKINS, as and constituting the Florida Public Service Commission, this 4th day of May 1973.

(Continued to Sheet No. 3.5)

Jacqueline A. Turco

President

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.ORIGINAL SHEET NO. 3.5 SEWER TARIFF

(Continued from Sheet No. 3.4)

## DESCRIPTION OF TERRITORY SERVED

ORDERED by the Florida Public Service Commission that Water Certificate Number 137-W and Sewer Certificate Number 98-S held by Betmar Acres Water and Recreation, 622 Highway 54 West. Zephyrhills, Florida 33599, be and is hereby amended to include the following territories in Pasco County, Florida:

In Section 9, Township 26 South, Range 21 East, Pasco County, Florida.

The Northwest & of the Southeast &, also known as Lake Betmar Estates Unit 7, Plat Book 1, Page 55, Public Records of Pasco County, Florida.

By Order of Chairman WILLIAM T. MAYO, Commissioner WILLIAM H. BEVIS, and Commissioner PAULA F. HAWKINS, as and constituting the Florida Public Service Commission, this 7th day of April, 1976.

(Continued to Sheet No. 3.6)

Jacqueline A. Turco

<u>Presi</u>dent

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc. ORIGINAL SHEET NO. 3.6 SEWER TARIFF

(Continued from Sheet No. 3.5)

## DESCRIPTION OF TERRITORY SERVED

ORDERED by the Florida Public Service Commission that Water Certificate No. 137-W and Sewer Certificate No. 98-S held by Betmar Acres Water and Recreation, 622 Highway 54 West, Zephyrhills, Florida 33599, be and are hereby amended to include the following territories in Pasco County, Florida:

In Township 26 South, Range 21 East, Pasco County, Florida -

#### Section 9

The South 3/4 of the Northeast &, less and except tracts 20, 29, and 30, Zephyrhills Colony Company Lands, as recorded in Plat Book 1, Page 55, Records of Pasco County, Florida.

#### Section 10

The West 3/4 of the South ½ of the Northwest ½, and a portion of the North ½ of the Northwest ½ being more particularly described as follows:

Docket Nos. 760331-W & 760332-S Order No. 7417 Sheet 2

Beginning at the Northwest corner of Tract 4B Zephyrhills Colony Company Lands, as recorded in Plat Book 1, Page 55, Records of Pasco County, Florida also being the Northwest corner of the Southwest & of the Northwest & of said Section 10, run North 660 feet along the West line of said Section 10; thence East 1650 feet; thence South 660 feet to the Northwest corner of Tract 44; thence West 1650 feet to the Northwest corner of said Tract 48, said POINT OF BEGINNING.

By Order of Chairman WILLIAM T. MAYO, Commissioner WILLIAM H. BEVIS, and Commissioner PAULA F. HAWKINS, as and constituting the Florida Public Service Commission, this 2nd day of September 1976.

Jacqueline A. Turco ISSUING OFFICER

President

TITLE

SEWER TARIFF

(continued from sheet No. 3.6)

#### DESCRIPTION OF TERRITORY SERVED

ORDERED by the Florida Public Service Commission that Water Certificate No. 137-W and Sewer Cerificate No. 98-S held by Betmar Utilities Inc. 9826 Highway 19, P O Box 370, Port Richey, Florida 34673-0370, be and are hereby amended to include the following territories in Pasco County, Florida:

Docket No. 891280-WS Order No. 25215

The East 1/2 of Section 9, Township 26 South, Range 21 East Pasco County, Florida, And the West 1/2 of Section 10, Township 26 South, Range 21 East, Pasco County, Florida.

Less and Except: The East 1/4 of the North 1/2 of the Northwest 1/4 of Section 10; The North 124.81 Feet of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 10; The East 174.02 Feet of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Less the North 124.81 Feet; the East 1/4 of the North 1/4 of the Southeast 1/4 of Section 10; The West 1/2 of the North 259.32 Feet of the Southeast 1/4 of the Northeast 1/4 of Section 10; The East 1/2 of the North 213.63 Feet of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 10; The North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 9; And the Southwest 1/4 of the Southeast 1/4 of Section 9.

ISSUING	OFFICER	
Preside	ant	

Jacqueline A. Turco

TITLE

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v	"	4	u	4	"	n	_	- 311	L			N	u	-	-		

NAME	0F	COMPANY	

MISCELLANEOUS

N/A

NAME OF COMPANY <u>East Pasco</u> Utilities, Inc.

#### WASTEWATER TARIFF

#### TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Jacqueline A. Turco
ISSUING OFFICER

<u>President</u> TITLE NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.

#### **WASTEWATER TARIFF**

(Continued from Sheet No. 5.0)

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

Jacqueline A. Turco ISSUING OFFICER

President_ TITLE

## NAME OF COMPANY East Pasco Utilities, Inc.

## INDEX OF RULES AND REGULATIONS

Rule No	umber	Sheet Number
1.0	Policy Dispute	8.0
2:0	General Information	8:0
<b>3.0</b>	Signed Application Necessary ::::::::::::::::::::::::::::::::::::	8.0
410	Applications by Agents	8.0
5.0	Withholding Service Littlich Littlich	9.0
610	Extensions	9.0
7.0	Limitation of Use	. 9.0
8.0	Continuity of Service	9.0
9.0	Type and Maintenance	10.0
1010	Change of Customer's Installation illimit.	10:0
11.0	Inspection of Customer's Installation :::::::::	10.0
1210	Protection of Company's Property	1010
13.0	Access to Premises	11.0
14:0	Right of Way or Easements	11:0
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16.0	Delinquent Bills	. 1140
17:0	Payment of Water and Sewer Service Bills Concurrently	. 11:0
18.0	Evidence of Consumption illilililililililililil	12.0
19.0	Tax Clause inclining the contract of the contr	1210
20.0	Change of Occupancy ittilitititititititititi	12.0
	(Continued to Sheet No. 7:0)	

(Continued to Sheet No. 7:01

# NAME OF COMPANY <u>East Pasco Utilit</u>ies, Inc.

# (Continued from Sheet No. 6.0)

Rule	Sheet Number		
21.0	Unauthorized Connections - Sewer	13.0	
22.0	Adjustment of Bills	13.0	
23.0	Customer Deposits	13.0	
24.0	Filing of Contracts	14.0	
25.0	Miscellaneous Service Charges	14.0 - 14.1	

NAME OF COMPANY <u>East Pasco Utilities, Inc.</u>

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

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

3.0 SIGNED APPLICATION NECESSARY - Sewage service is furnished only upon signed application or agreement accepted by the Company and the conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for sewer service accepted by the Company will be furnished to the applicant on request.

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

APPLICATIONS BY AGENTS - Applications for sewer service requested by firms, partnerships, associations, corporations, and others, shall be rendered only by duly authorized parties. When sewer service is rendered under agreement or agreements entered into between the Company and an agent of the principal. The use of such sewer service by the principal or agent shall constitute full and complete ratification by the principal of the agreement or agreements entered into between agent and the Company and under which such sewer service is rendered.

NAME OF COMPANY <u>East Pasco Utilities</u>, Inc.

(Continued from Sheet No. 8.01

5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue sewer 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 sewer service has been settled in full:

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

- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with the Rules/Orders/Tariff issued by the Commission.
- 7.0 LIMITATION OF USE Sewer service purchased from the Company shall be used by the consumer only for the purposes specified in the application for sewer service. Sewer service furnished to the consumer shall be for the consumer's own use and sewage shall be received directly from the consumer into the Company's main sewer lines. In no case shall a consumer, except with the written consent of the Company extend his lines across a street, alley, lane, court, property line, avenue, or other way, in order to furnish sewer service for adjacent property, even though such adjacent property may be owned by him. In case of such unauthorized extension, sale or disposition of service, consumer's sewer service is subject to discontinuance until such unauthorized extension, sale of disposition is discontinued and full payment is made of bills for sewer service, calculated on proper classifications and rate schedules and reimbursement in full 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 sewer service, and having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous sewer service. The company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, 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 for any period greater than one hour, all customers affected by said interruption or discontinuance shall be given not less than 24 hours notice.

NAME OF COMPANY <u>East Pasco Utilities, Inc.</u>

(Continued from Sheet No. 9:06

- TYPE AND MAINTENANCE The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with the standard practice, conforming with the Rules and Regulations of the Company, and in full compliance with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the sewer service; and the Company reserves the right to discontinue or withhold sewer service to such apparatus or device.
- CHANGE OF CUSTOMER'S INSTALLATION No changes or increases in 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 will be liable for any change resulting from a violation of this rule.
- INSPECTION OF CUSTOMER'S INSTALLATION All customer's sewer service installations or changes shall be inspected upon completion by competent authority to ensure that customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required by local rules or ordinances, the company cannot render sewer service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

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

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

(Continued from Sheet No. 10.0)

- 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 and inspecting or removing Company's property, and other purposes incident to performance under or termination of the Company's agreement with the customer and in 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 sewer service.
- 15.0 BILLING PERIODS Bills for sewer service will be rendered (Monthly, Bimonthly, Quarterly), bills are due when rendered and shall be considered as received by customer when delivered or mailed to sewer service address or some other place mutually agreed upon.

Non-receipt of bills by customer shall not release or diminish obligation of customer with respect to payment thereof.

DELINOUENT BILLS - Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent, and sewer service may then, after five (5) days written notice be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge established on the basis of the expenses incurred in the reconnection and restoration of service which shall be non-discriminatory in its application. There shall be no liability of any kind against the Company by reason of discontinuance of sewer service to the consumer for failure of the consumer to pay the bills on time.

No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company, or by order of the Commission.

PAYMENT OF SEWER AND WATER SERVICE BILLS CONCURRENTLY - When both sewer and water service are provided by the Company, payment of any sewer service bill rendered by the Company to a sewer service consumer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. If the charges for sewer service are not so paid, the Company may discontinue both sewer service and water service to the consumer's premises for non-payment of the sewer service charges or if the

(Continued from Sheet No. 11.0)

charges for water service are not paid the Company may discontinue both water service and sewer service to the consumer's premises for non-payment of the water service charge. The Company shall not reestablish or reconnect sewer service and water service or either of such services until such time as all sewer service charges and water service charges and all other expenses or charges established or provided for by these Rules and Regulations.

- 18.0 EVIDENCE OF CONSUMPTION The initiation or continuation or resumption of water service to the premises shall constitute the initiation, continuation, or resumption of sanitary sewer service to the premises, regardless of occupancy.
- TAX CLAUSE A municipal or county franchise tax levied upon a water or sewer public utility shall not be incorporated in the rate for water or sewer service but shall be shown as a separate item on the utility's bills to its customers in such municipality or county.

This charge must be approved by the Commission before being incorporated in the customer's bills.

20.0 CHANGE OF OCCUPANCY - When change of occupancy takes place on any premises supplied by the Company with sewer 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, who will be held responsible for all sewer service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue sewer service. However, if such written notice has not been received, the application of a succeeding occupant for sewer service will automatically terminate the prior account. Customer's deposit may be transferred from one service location to another, if both locations are supplied by the Company. Customer's deposit may NOT be transferred from one name to another.

For the convenience of its customers, the Company will accept telephone orders to discontinue or transfer sewer service 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.

(Continued from Sheet No. 12.0)

- UNAUTHORIZED CONNECTIONS SEWER Connections to the Company's sewer system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and sewer service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for sewer service estimated by the Company to have been used by reason of such unauthorized connection:
- ADJUSTMENT OF BILLS When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, or, if sewer service is measured by water consumption, a meter error is determined, the amount may be credited or billed to the customer, as the case may be.
- CUSTOMER DEPOSIT ESTABLISHMENT OF CREDIT Before rendering 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 utilities rules for prompt payment. Credit will be deemed so established 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. The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	General Service
5/8" x 3/4"	50.00	\$ 50.00
ן "	75.00	75.00
1 1/2"	125.00	125.00
2 "	2 1/2 X monthly	2 1/2x monthly useage

The Company may require, upon reasonable written notice of not less than 30 days, such request or notice being separate and apart from any bill for service, a new deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average actual charge for water and/or sewer 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, then the utility shall base its new or additional deposit upon the average actual monthly billing available.

WASTEWATER TARIFF

(Continued from Sheet Yo. 13.0)

The Company will pay interest on customer deposits at the rate of 6% per annum. The payment of interest will be made once each year as a credit on regular bills, and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6) months of continuous service, then interest will be paid from the date of the commencement of service. The Company will pay or credit accrued interest to the customers account during the month of December each year.

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 utility), (b) paid with a check refused by a bank, (c) been disconnected for non-payment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. The company may hold the deposit of non-residential customers after the establishment of the 23 month satisfactory payment record, but shall pay interest at 73 per annum after such establishment. Nothing in the rule shall prohibit the Company from refunding a deposit in less than 23 months.

- 24.0 The Company shall file with the Commission copies of all Guaranteed Revenue Contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.
- 25.0 <u>NISCELLANEOUS SERVICE CHARGES</u> The Company may charge the following miscellaneous service charges in accordance with the terms also stated below. If both water and sever services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

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

YORNAL RECOMMECTION - This charge would be levied for transfer of service to a new customer account at the same location or reconnection of service subsequent to a customer requested disconnection.

(Continued on Sheet To. 15.0)

Effective Date: December 22, 1995

Jacqueline A. Turco

President TITLE

For service rendered on or after December 22, 1995

(Continued from Sheet No. 14.0)

VIOLATION RECONNECTION - This charge would be levied subsequent to disconnection of service for cause including a delinquency in bill payment. Actual cost is limited to direct labor and equipment rental.

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 arrrangements to pay the bill.

	Normal Hours
Initial Connection	\$15.00
Normal Reconnection	\$15.00
Violation Reconnection	Actual Cost
Premises Visit (in lieu of disconnection)	\$10.00
N/A - Not Applicable	

• •

Effective Date:

### ORIGINAL SHEET NO. 15.0

# NAME OF COMPANY <u>East Pasco Utilities, Inc.</u>

## INDEX OF RATE SCHEDULES

General Service, GS	16.0
Residential Service, RS	17.0
Multi-Residential Service, MS	17.1

#### WASTEWATER TARIFF

## **GENERAL SERVICE**

## RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABIlITY - For wastewater service to all customers for which no other schedule applies.

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

**BILLING PERIOD** - Monthly.

RATE	- Meter Size	<b>Base Facilities Charge</b>
	$5/8" \times 3/4"$	\$ 9.11
	3/4"	13.65
	1"	22.76
	1 1/2"	45.52
	2 ⁿ	72.84
	3 ⁿ	145.68
	4"	227.63
	6"	455.27
	Gallonage Charge per	
	1,000 gallons	5.96

MINIMUM BILL - 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 - Name change.

Jacqueline Turco President

#### WASTEWATER TARIFF

## RESIDENTIAL SERVICE

### RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly.

RATE	- Meter Size	<b>Base Facilities Charge</b>
	$5/8^{\rm H} \times 3/4^{\rm H}$	\$ 9.11
	3/4"	13.65
	1"	22.76
	1 1/2"	45.52
	<del>2</del> "	72.84
		145.68
	<b>4</b> "	227.63
	6"	455.27
	Gallonage Charge per	
	1,000 gallons	4.92
	(6,000 gallon maximum)	

MINIMUM BILL - 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 - Name change.

Jacqueline Turco President

## MULTI-RESIDENTIAL SERVICE

## RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For sewer service to all master-metered residential customers including but not limited to condominiums, apartments and mobile home parks:

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

RATE - N/A

#### MINIMUM CHARGE

### PER-

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

Effective Date: N/A

## INDEX OF STANDARD FORMS

	Sheet Number
CUSTOMER'S GURANTEE DEPOSIT RECEIPT	19.0
APPLICATION FOR SEWER SERVICE	20.0
COPY OF CUSTOMER'S BILL	21.0

Jacqueline A. Turco President NAME OF COMPANY <u>East Pasco</u> Utilities, Inc. WASTEWATER TARIFF

"THE EFFICIENCY-LINE" AN AMPAD PRODUCT

## CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

RECEIVED FROM	
DC	LLARS
Account Total S	
Amount Paid &	
Balance Due &	

<u>Jacqueline</u> A. Turco ISSUING OFFICER

President TITLE NAME OF COMPANY <u>East Pasco U</u>tilities, Inc. WASTEWATER TARIFF

## APPLICATION FOR WASTEWATER SERVICE

EAST PASCO UTILITIES, INC. P. O. Box 370 Port Richey, FL 34673-0370 (727) 845-3600

### APPLICATION FOR SEWER SERVICE

Sewer	. Benvice is nement ubblied for:
1.	(Print name, and pervice address of Customer)
2.	(Print Northern Mailing address)
3.	ON: (Date Service to be commenced)
Servi its t the F	This application constitutes an Agreement For ice; and the Company, and the Customer are bound by serms, as well as those of the Company's Tariff and Rules of the Florida Public Service Commission, both wich are incorporated herein by reference.
Signa	ature of Applicant Date

Jacqueline A. Turco ISSUING OFFICER

President TITLE NAME OF COMPANY <u>East Pasco</u> Utilities, Inc. WASTEWATER TARIFF

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

LEAST PASCO UTILITIES INC.

P.O. BOX 370

## **COPY OF CUSTOMER'S BILL**

EAST PASCU

	FL 34673-0370 PHONE (727)845		2-1969	UTILITIES INC.	PAID POSTAGE PAID Post Richey FL
ACCOUNT	DC TEST DATE	YR AGO CONSUMPTION	BALANCE TWO		PERMIT No. 75
				TEMP-RETURN SE	AVICE REQUESTED
PALV METER REAL	PRES. METER RE	AI) CUARCHI CONSUMPTICNI	CURRENT		
PREV. HEAD DAIR	CURRENT READ	DATE BILLED	TOTAL DUE	ACCOUNT NUMBER	TOTAL DUE
THIS BILL IS DUE UPON PRESENTATION AND BECOMES DELINQUENT 20 DAYS THEHEAFTER			YOUR CHECK #		
METE	N LOCATION IF UT	HER THAN BILLING AL	IORESS		

Jacqueline A. Turco ISSUING OFFICER

President TITLE

RETURN THIS STUB WITH PAYMENT

WASTEWATER TARIFF

### HAIN EXTENSION POLICY

In those areas where the utility has an investment in lines that have been installed:

 RESIDENTIAL
 \$ 0.00

 ALL OTHER
 \$ 0.00

In those areas where the utility has not installed the lines:

RESIDENTIAL - 75% of actual on-site and off-site lines
ALL OTHER - 75% of actual on-site and off-site lines

Effective Date: December 22, 1995

For service rendered on or after December 22, 1995

Jacqueline A. Turco

President

## SERVICE AVAILABILITY AND MAIN EXTENSION POLICY

### **SEWER**

### INDEX

Rule No.		Sheet No
1.0	General	24.0
2.0	Availability	24.0
3.0	On-Site Facilities	24.0
4.0	Off-Site Facilities	24.0
5.0	Advances	25.0
6.0	Utility Capacity Charges	25.0
7.0	Pasco County Capacity Charges	25.0
8.0	Inspection and Plan Review Fees	26.0
9.0	Inspection of Plumber's Hook-up	26.0
10.0	Developer's Advance	27.0
11.0	Service Outside Territory	27.0
12.0	Adjustment Provisions	28.0
	Schedule of Fees and Charges	30.0

SERVICE AVAILABILITY AND MAIN EXTENSION POLICY

SEWER

1.0 GENERAL

The Utility adopts and incorporates herein by reference, Part VI, Chapter

25-30 of the Florida Administrative Code (F.A.C.).

2.0 AVAILABILITY

The provisions of this policy are available throughout the territory

subject to matters of economic feasibility as defined by Rule 25-30.515(7),

F.A.C.

3.0 ON-SITE FACILITIES

In those areas where the Utility has not installed on-site lines, on-site

sewer facilities will be provided by the Contributor in accordance with the

requirements and specifications of the Utility. Service to facilities

outside the point of delivery, as defined by Rule 25-30.210 (7), F.A.C.,

shall be conveyed to the Utility by a bill of sale together with perpetual

rights-of-way and easements for appropriate access to facilities as well

as complete as-built plans for all such lines and facilities together with

accurate cost records establishing the construction costs of all Utility

facilities as a condition precedent to their acceptance by the Utility and

the initiation of service.

4.0 OFF-SITE FACILITIES

In those areas where the Utility has not installed off-site lines, off-

site sewer facilities shall be provided by the Contributor in accordance

ORIGINAL SHEET NO. 25.0

NAME OF COMPANY: East Pasco Utilities, Inc.

with the Utility's specifications and conveyed to the Utility by bill of

sale with necessary maintenance and replacement easements and rights-of-

way together with as-built drawings of the facilities and accurate cost

records establishing the construction cost of the facilities, to include

material, labor, and other related costs, as a condition precedent to their

acceptance by the Utility and the initiation of service.

5.0 ADVANCES

If the off-site or on-site facilities can serve areas other than those of

the Contributor, the Utility may require that they be oversized to enable

service to be provided to additional territory and that the Contributor

advance the cost of such oversized facilities. The cost of the oversized

facilities that is in excess of the Contributor's hydraulic share of the

cost of the facilities may be refunded by the Utility as refundable

advances over a period not to exceed five years, from extension fees paid

by other Contributors connecting to the main or mains in accordance with

their hydraulic share.

6.0 UTILITY CAPACITY CHARGES

In addition to the foregoing fees, Contributor shall pay service

availability fees as shown in the Schedule of Fees and Charges on page

30.0.

7.0 PASCO COUNTY CAPACITY CHARGES

In accordance with the bulk wastewater agreement between the Utility and

Pasco County, any new development, as defined in the bulk wastewater

Effective Date: August 8, 1990

Jacqueline A. Turco President

ORIGINAL SHEET NO. 26.0

NAME OF COMPANY: East Pasco Utilities, Inc.

agreement, will be required to pay to Pasco County uniform commitment and

impact fees in amounts equivalent to those fees charged by Pasco County for

its retail utility customers as established from time to time by the Board

of County Commissioners in accordance with its Sewer Use Ordinance. As a

convenience to the developer, Utility may collect the Pasco County Capacity

Charge and forward said funds to Pasco County.

8.0 INSPECTION AND PLAN REVIEW FEES

Engineering plant or designs for, or construction of facilities by a

Contributor which are to become a part of Utility's system will be

subject to review and inspection by the Utility. For this service, Utility

may charge an inspection and plan review fee based upon the actual cost to

the Utility for review of plans and inspection of facilities constructed

by Contributor for connection to the Utility's system. Such inspection

fees shall be paid by the Contributor, in addition to all other charges

above stated, as a condition precedent to service.

9.0 INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Contributor or its plumbing

contractor to connect Contributor's plumbing installation with the sewage

collection system. The Utility reserves the right to inspect all such

connections to be assured that the same are properly made in accordance

with the Utility's rules governing such connections and that the connection

as made, is free from infiltration. The Contributor shall notify the

utility of any proposed inter-connection with the facilities of the Utility

Effective Date: August 8, 1990

ORIGINAL SHEET NO. 27.0

NAME OF COMPANY: East Pasco Utilities, Inc.

and connection may be made without the presence of the Utility inspector.

However, such connection shall remain open until inspection by the Utility

and until notice of the approval of such connection is furnished to the

Contributor in accordance with the practices and procedures of the Utility.

Any connection covered without the benefit of an inspection will result in

the Contributor being required to reopen the connection for subsequent

inspection. If the Utility fails to inspect the connection within 48 hours

after notice that the same is ready for inspection, the connection shall

be deemed approved by the Utility.

10.0 DEVELOPER'S ADVANCE

If authorized by the Florida Public Service Commission, the Utility may

enter into an agreement with a Contributor requiring Contributor to pay a

developer's advance; such advance may be based upon the demand to be placed

upon the Utility's system. The agreement will be applicable in those

instances where the Utility is required to proceed with the construction

of an expansion of its sewage treatment facilities in order to assure the

Contributor that there will be available sufficient plant capacity.

11.0 SERVICE OUTSIDE TERRITORY

Providing service outside the Utility's territory involves formal notice

and formal proceedings before the Florida Public Service Commission and

therefore entails engineering, administrative and legal expenses in

addition to costs incurred by the Utility providing service within its

territory. The Utility, will therefore, not be obligated to provide

Effective Date: August 8, 1990

ORIGINAL SHEET NO. 28.0

NAME OF COMPANY: East Pasco Utilities, Inc.

service outside the territory. However, the Utility, at its option, will

only consider amending its service area if the Contributor agrees, in

advance, to defray the initial expenses and to pay all the estimated costs

associated with such proceedings. The advance will be adjusted to conform

with actual expenses after the 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 as defined by Rules 25-30.515 (7),

F.A.C.

12.0 ADJUSTMENT PROVISIONS

The charges set forth in this policy and contracts drawn pursuant thereto

are subject to 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.

Effective Date: August 8, 1990 For service rendered on

HELD FOR FUTURE USE

Effective Date: August 8, 1990 For service rendered on or after July 1, 1990

WASTEWATER TARIFF

### SCIEDULE OF FEES AND CHARGES

## WASTEWATER

DESCRIPTION	TKUOHL	SHEET YO.
PLANT CAPACITY CTARGE Residential All Others	\$ 0.00 \$ 0.00	25.0 25.0
Residential (1) All others (1)	\$ 0.00 \$ 0.00	22.0 22.0
OR Residential (2)	75% of actual on-site and off site lines	<b>-</b> 24.0
All others (2)	75% of actual on-site and off site lines	
<ol> <li>In those areas where the Otility has an investment in the lines that have been installed.</li> <li>In those areas where the Otility has not installed lines.</li> </ol>		
PLAN REVIEW CHARGE Refer to Rule 7.0	Actual Cost	26.0
Refer to Rule 7.0	Actual Cost	26.0

ZEFECTIVE DATE - December 22, 1995

Jacqueline A. Turco

#YPE OF FILING - 1995 Rate Case
Docket No. 941230-95

President