

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for)
acknowledgment of corporate)
reorganization and utility name)
change from MHC-DeAnza Financing)
Limited Partnership (d/b/a)
Colonies Water Company), holder)
of Certificate Nos. 417-S and)
481-W in Broward County, to)
CM Utility Systems, L.L.C.)
(d/b/a Colonies Water Company).)

Docket No. 010670-WS

Filed: May 3, 2001

APPLICATION FOR ACKNOWLEDGEMENT OF CORPORATE
REORGANIZATION AND UTILITY NAME CHANGE FROM MHC-DEANZA FINANCING
LIMITED PARTNERSHIP (D/B/A COLONIES WATER COMPANY) TO
CM UTILITY SYSTEMS, L.L.C. (D/B/A COLONIES WATER COMPANY)

MHC-DeAnza Financing Limited Partnership (d/b/a Colonies Water Company) ("the Utility"), hereby requests acknowledgement of its corporate reorganization and resultant change of the Utility's name to CM Utility Systems, L.L.C. (d/b/a Colonies Water Company), and as grounds states:

1. The Utility is a Class C water and wastewater utility serving the Colonies of Margate Mobile Home Park, located in Broward County. According to the Utility's 1999 annual report, it serves approximately 824 residential customers, with annual operating revenues of \$119,151 and \$148,060 for water and wastewater, respectively. Additionally, the utility had a net operating loss of \$49,982 of water, and a net operating loss of \$14,405 for wastewater. The Utility purchases its water and wastewater service from the City of Margate, and therefore does

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not own a water or wastewater treatment plant. The Utility's facilities consist of one water transmission and distribution system and one wastewater collection system.

2. Prior to the corporate reorganization, the Utility's facilities were owned by MHC-DeAnza Financing Limited Partnership ("MHC-DeAnza"), whose sole general partner is MHC-QRS DeAnza, Inc. ("MHC-QRS") and whose sole limited partner is MHC Operating Limited Partnership ("MHC Operating"). Manufactured Home Communities, Inc. ("MHC, Inc.") is the sole shareholder of MHC-QRS and the sole general partner of MHC Operating. On June 30, 2000, MHC-DeAnza and its nominee owner of record, Snowbirdland Vistas, Inc., jointly conveyed the Utility's facilities to CM Utility Systems, L.L.C. ("CM"). The conveyance was for no consideration and was intended to ensure that the Utility's facilities would not be encumbered by a mortgage loan which closed on June 30, 2000, as part of a larger property refinancing transaction involving MHC, Inc. and its affiliates.

3. Liquid Assets, L.L.C. ("Liquid"), is the 100% member of CM. The 100% member of Liquid is MHC Operating, whose sole general partner is still MHC, Inc. Since both before and after the reorganization, the Utility is effectively 100% owned by MHC Operating and MHC, Inc., there is no substantive change in ownership or majority organization control and the assets

remain, as before, with the Utility. The principal officers, the office and operations personnel of the Utility, and the d/b/a name "Colonies Water Company" remain unchanged. Therefore, all that has occurred in this reorganization is that CM has been created as the legal entity owning the Utility's facilities.

4. This request was not filed with the PSC before the present time because additional corporate reorganization has been under discussion since June 30, 2000. It was decided to process the existing changes at this time instead of delaying the filing further. In the event additional reorganization occurs in the future, it will be addressed in a separate docket.

5. CM is duly formed under the Delaware laws. A copy of the Certificate of Status from the Office of the Florida Secretary of State evidencing its acceptance of the CM name is attached hereto as Attachment "A."

6. A statement, signed by a duly authorized representative of CM that the ownership and control of the Utility and its assets will not change under the proposed name is attached hereto as Attachment "B".

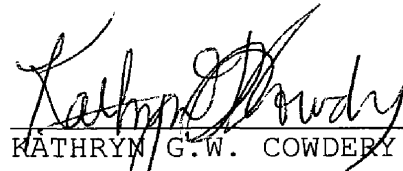
7. An original and two copies of a proposed water and wastewater tariff reflecting the name change is attached hereto as Attachment "C."

8. The applicant's current certificates are attached hereto as Attachment "D."

9. A proposed notice to be sent to the customers of the Utility informing them of the change in utility name is attached hereto as Attachment "E" hereto.

WHEREFORE, the Utility respectfully requests that the commission take jurisdiction of this request and acknowledge the corporate reorganization of the Utility, and its name change to CM Utility Systems, L.L.C. (d/b/a Colonies Water Company).

Respectfully submitted this 3rd day of May 2001.


KATHRYN G.W. COWDERY
Fla. Bar No.: 0363995
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
215 South Monroe Street,
Suite 815
Tallahassee, FL 32301
Phone: (850) 681-9027

Attorneys for MHC-DeAnza
Financing Limited Partnership
(d/b/a Colonies Water
Company)

Attachment A

State of Florida



Department of State

I certify from the records of this office that CM UTILITY SYSTEMS, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on June 26, 2000.

The document number of this limited liability company is M00000001242.

I further certify that said limited liability company has paid all fees due this office through December 31, 2001, that its most recent annual report was filed on February 20, 2001, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of March, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

**RUDEN
McCLOSKEY
SMITH
SCHUSTER &
RUSSELL, P.A.
ATTORNEYS AT LAW**

215 SOUTH MONROF STREET
SUITE 815
TALLAHASSEE, FLORIDA 32301

(850) 681-9027
FAX: (850) 224-2032
KGC@RUDEN.COM

ORIGINAL

May 3, 2001

Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Building, Room 110
Tallahassee, FL 32399-0850

Via Hand Delivery

RECEIVED - FPSC
01 MAY -3 PM 4: 17
RECORDS AND
REPORTING
010670-WS

Re: Application for acknowledgment of corporate reorganization and utility name change from MHC-DeAnza Financing Limited Partnership (d/b/a Colonies Water Company), holder of Certificate Nos. 417-S and 481-W in Broward County, to CM Utility Systems, L.L.C. (d/b/a Colonies Water Company).

Dear Ms. Bayo:

Enclosed for filing, on behalf of MHC-DeAnza Financing Limited Partnership d/b/a Colonies Water Company, are an original and twelve copies of an application for acknowledgment of corporate reorganization and utility name change from MHC-DeAnza Financing Limited Partnership (d/b/a Colonies Water Company), holder of Certificate Nos. 417-S and 481-W in Broward County, to CM Utility Systems, L.L.C. (d/b/a Colonies Water Company). Please note that we are only furnishing an original and two (2) copies of the water and wastewater tariff sheets (Attachment "C").

Please open a docket to consider this matter.

Please contact me if you have any questions.

Sincerely,

RUDEN, McCLOSKEY, SMITH,
SCHUSTER & RUSSELL, P.A.

Kathryn G.W. Cowdery
Kathryn G.W. Cowdery
Attorney

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FPSC-BUREAU OF RECORDS

APP
CAF
CMP
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SEC
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KGC/l dv
Enclosures
cc: Jennifer Brubaker (via hand delivery)
Pat Brady (via hand delivery)

TAL:33744:1

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FPSC-RECORDS/REPORTING

Attachment B

STATEMENT OF OFFICER

I, David W. Fell, as Vice President of Manufactured Home Communities, Inc., the General Partner of MHC Operating Limited Partnership, the Sole Member of Liquid Assets, L.L.C., the Sole Member of CM Utility Systems, L.L.C., hereby state that the ultimate ownership and control of the assets of the utility now known as MHC-DeAnza Financing Limited Partnership d/b/a Colonies Water Company will not change under the proposed name CM Utility Systems, L.L.C. d/b/a Colonies Water Company.

David W. Fell

David W. Fell, Vice President of Manufactured Home Communities, Inc., General Partner of MHC Operating Limited Partnership, Sole Member of Liquid Assets, L.L.C., Sole Member of CM Utility Systems, L.L.C.

STATE OF ILLINOIS
COUNTY OF COOK

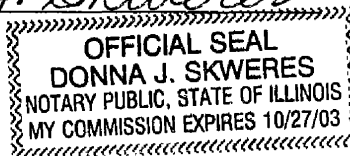
Sworn to and subscribed before me this 23rd day of March, 2001, by David W. Fell.

Personally known to me X

Identification produced _____ Type of identification produced _____

Donna J. Skweres

Notary Signature



Print, Type, or Stamp Commissioned Name
of Notary Public

Attachment C

WATER TARIFF

CM Utility Systems, L.L.C.

d/b/a

COLONIES WATER COMPANY

Broward County

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FLORIDA PUBLIC SERVICE COMMISSION

CM UTILITY SYSTEMS, L.L.C. d/b/a
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 1.0

WATER TARIFF

CM Utility Systems, L.L.C.

d/b/a

COLONIES WATER COMPANY

6603 Colonial Drive

Margate, Florida 33063

Business Telephone: (954) 972-8530

Emergency Telephone: (954) 974-6401

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Floyd Spencer
General Manager

WATER TARIFF

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Floyd Spencer
General Manager

CM UTILITY SYSTEMS, L.L.C. d/b/a
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 3.0

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 481-W

COUNTY - Broward

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Type</u>
17686	06/10/87	861071-WS	Original Certificate
PSC-95-0622-FOF-WS	05/22/95	940850-WS	Transfer of Certificate

(Continued to Sheet No. 3.1)

Floyd Spencer
General Manager

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following described lands located in portions of Section 24, Township 48 South, Range 41 East, Broward County, Florida:

The North one half (1/2) of the South one half (1/2) of Section 24, Township 48 South, Range 41 East, Broward County, Florida; less the following described parcel:

Commencing at the Southeast corner of the North one half (1/2) of the South one half (1/2) of said Section 24; thence North 89 degrees 59 minutes 57 seconds West, along the South line of the North one half (1/2) of the South one half (1/2) of said Section 24, a distance of 80.00 feet to the Point of Beginning; thence North 89 degrees 59 minutes 57 seconds West, along the last described course, a distance of 1124.61 feet; thence North 12 degrees 44 minutes 08 seconds West, a distance of 596.92 feet; thence North 01 degrees 31 minutes 56 seconds West, a distance of 737.17 feet to the North line of said North one half (1/2) of the South one half (1/2); thence South 89 degrees 59 minutes 54 seconds East, along the said North line, a distance of 1240.73 feet; thence South 01 degrees 31 minutes 40 seconds East, along a line parallel with and 80.00 feet West of as measured at right angles to the East line of said Section 24, a distance of 1319.58 feet to the Point of Beginning.

And also less the East 80.0 feet thereof.

Said lands situate, lying and being in Broward County, Florida.

Floyd Spencer
General Manager

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedules(s) Available</u>	<u>Sheet No.</u>
Broward	Colonies of Margate	GS, RS	17.0, 18.0

Floyd Spencer
General Manager

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Floyd Spencer
General Manager

WATER TARIFF

(Continued from Sheet No. 5.0)

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

Floyd Spencer
General Manager

WATER TARIFF

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Floyd Spencer
General Manager

WATER TARIFF

(Continued from Sheet No. 6.0)

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Floyd Spencer
General Manager

WATER TARIFF

RULES AND REGULATIONS

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

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

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

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

(Continued to Sheet No. 8.0)

Floyd Spencer
General Manager

WATER TARIFF

(Continued from Sheet No. 7.0)

- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.
- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.
- Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 LIMITATION OF USE - 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.

(Continued to Sheet No. 9.0)

Floyd Spencer
General Manager

WATER TARIFF

(Continued from Sheet No. 8.0)

In no case shall a customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made to the Company for all extra expenses incurred for clerical work, testing, and inspections.

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

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

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

(Continued to Sheet No. 10.0)

Floyd Spencer
General Manager

WATER TARIFF

(Continued from Sheet No. 9.0)

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

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

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

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

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

(Continued to Sheet No. 11.0)

Floyd Spencer
General Manager

WATER TARIFF

(Continued from Sheet No. 10.0)

- 13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 14.0 RIGHT OF WAY OR EASEMENT - 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 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

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

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

(Continued to Sheet No. 12.0)

Floyd Spencer
General Manager

WATER TARIFF

(Continued from Sheet No. 11.0)

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

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

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY

- In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

18.0 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. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

(Continued to Sheet No. 13.0)

Floyd Spencer
General Manager

WATER TARIFF

(Continued from Sheet No. 12.0)

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

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

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

21.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

22.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.

(Continued to Sheet No. 14.0)

Floyd Spencer
General Manager

WATER TARIFF

(Continued from Sheet No. 13.0)

- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code, and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used for measuring the quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.
- 26.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that customer is not billed for any water usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the Company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

Floyd Spencer
General Manager

CM UTILITY SYSTEMS, L.L.C. d/b/a
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 15.0

WATER TARIFF

HELD FOR FUTURE USE

Floyd Spencer
General Manager

WATER TARIFF

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Fire Protection Service	20.0
General Service, GS	17.0
Meter Test Deposit	22.0
Miscellaneous Service Charges	23.0
Multi-Residential Service, MS	19.0
Residential Service, RS	18.0
Service Availability Fees and Charges	24.0

Floyd Spencer
General Manager

WATER TARIFF

GENERAL SERVICE
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 6.37
3/4"	9.55
1"	15.94
1-1/2"	31.86
2"	50.98
3"	101.95
4"	159.30
6"	318.58

Charge per 1,000 gallons: \$ 3.13

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, service may then be discontinued.

EFFECTIVE DATE - January 22, 2000.

Floyd Spencer
General Manager

TYPE OF FILING - 1999 Index

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 6.37
3/4"	9.55
1"	15.94
1-1/2"	31.86
2"	50.98
3"	101.95
4"	159.30
6"	318.58

Charge per 1,000 gallons: \$ 3.13

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, service may then be discontinued.

EFFECTIVE DATE - January 22, 2000

TYPE OF FILING - 1999 Index

Floyd Spencer
General Manager

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD- N/A

RATE - N/A

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) days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING- Transfer of Certificate

Floyd Spencer
General Manager

WATER TARIFF

FIRE PROTECTION CHARGES

WATER

AVAILABILITY -

APPLICABILITY -

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

BILLING PERIOD- N/A

RATE - Public Fire Protection - per hydrant
N/A

Private Fire Protection -

N/A

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Floyd Spencer
General Manager

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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

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

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills. The Company shall provide the customer with reasonable written notice of not less than thirty (30) days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two (2) monthly billing periods for the twelve-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 21.1)

Floyd Spencer
General Manager

WATER TARIFF

(Continued from Sheet No. 21.0)

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

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

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of twenty-three (23) months and shall pay interest on the non-residential customer's deposit at the rate of seven percent (7%) per annum upon retainment of such deposit.

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

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Floyd Spencer
General Manager

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

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

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

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

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

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Floyd Spencer
General Manager

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Floyd Spencer
General Manager

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NUMBER</u>
<u>Back-Flow Preventer Installation Fee</u>		
5/8 x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"		
<u>Customer Connection (Tap-in) Charge</u>		
5/8 x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service		
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>		
<u>Main Extension Charge</u>		
Residential-per ERC (___)GPD	\$	
All others-per gallon	\$	
or		
Residential-per lot (___ foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8 x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$	
<u>Plan Review Charge</u>		
<u>Plant Capacity Charge</u>		
Residential-per ERC (___)GPD	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___)GPD	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Floyd Spencer
 General Manager

WATER TARIFF

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Floyd Spencer
General Manager

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Floyd Spencer
General Manager

WATER TARIFF

APPLICATION FOR WATER SERVICE

N/A

Floyd Spencer
General Manager

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

Floyd Spencer
General Manager

WATER TARIFF

COPY OF CUSTOMER'S BILL

Colonies of Margate 6603 Colonial Drive Margate, Fl. 33063		INVOICES # DATE:				
Resident Name Address						
CODE	DESCRIPTION	BEGIN	END	USE	RATE	COST
SEW SEWER						
	SEWER CHARGE					_____
	BASE CHARGE					_____
	TOTAL					_____
WTR WATER						
	WATER CHARGE					_____
	BASE CHARGE					_____
	TOTAL					_____
	BSR BASE RENT					_____
	CAN STM/WTR/CANAL					_____
	RET R E PASS THRU					_____
	TRA TRASH					_____
	PREVIOUS BALANCE DUE					_____
	* * * TOTAL AMOUNT DUE *					_____
<p>All charges are due by the 7th of each month. Delinquent on the 8th.</p> <p>-----</p> <p>Please send this portion with your payment</p>						
INVOICE #:		SEW SEWER				
INVOICE DATE:		WTR WATER				
RESIDENT ID #:		BSR BASE RENT				
RESIDENT NAME:		CAN STM/WTR/CA				
		RET R E PASS T				
		TRA TRASH				
REMIT TO:	Colonies of Margate					
	6603 Colonial Drive					
	Margate, Fl. 33063					
		PREV BAL:				
		*** TOTAL DUE:				

Floyd Spencer
 General Manager

WATER TARIFF

HELD FOR FUTURE USE

Floyd Spencer
General Manager

WATER TARIFF

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Floyd Spencer
General Manager

WATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

Floyd Spencer
General Manager

CM UTILITY SYSTEMS, L.L.C.
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 33.0

WATER TARIFF

HELD FOR FUTURE USE

Floyd Spencer
General Manager

WASTEWATER TARIFF

CM Utility Systems, L.L.C.

d/b/a

COLONIES WATER COMPANY

Broward County

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

CM UTILITY SYSTEMS, L.L.C. d/b/a
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

CM Utility Systems, L.L.C.

d/b/a

COLONIES WATER COMPANY

6603 Colonial Drive

Margate, Florida 33063

Business Telephone: (954) 972-8530
Emergency Telephone: (954) 974-6401

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Floyd Spencer
General Manager

WASTEWATER TARIFF

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Floyd Spencer
General Manager

CM UTILITY SYSTEMS, L.L.C. d/b/a
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 3.0

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 417-S

COUNTY - Broward

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Type</u>
17686	06/10/87	861071-WS	Original Certificate
PSC-95-0622-FOF-WS	05/22/95	940850-WS	Transfer of Certificate

(Continued to Sheet No. 3.1)

Floyd Spencer
General Manager

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following described lands located in portions of Section 24, Township 48 South, Range 41 East, Broward County, Florida:

The North one half (1/2) of the South one half (1/2) of Section 24, Township 48 South, Range 41 East, Broward County, Florida; less the following described parcel:

Commencing at the Southeast corner of the North one half (1/2) of the South one half (1/2) of said Section 24; thence North 89 degrees 59 minutes 57 seconds West, along the South line of the North one half (1/2) of the South one half (1/2) of said Section 24, a distance of 80.00 feet to the Point of Beginning; thence North 89 degrees 59 minutes 57 seconds West, along the last described course, a distance of 1124.61 feet; thence North 12 degrees 44 minutes 08 seconds West, a distance of 596.92 feet; thence North 01 degrees 31 minutes 56 seconds West, a distance of 737.17 feet to the North line of said North one half (1/2) of the South one half (1/2); thence South 89 degrees 59 minutes 54 seconds East, along the said North line, a distance of 1240.73 feet; thence South 01 degrees 31 minutes 40 seconds East, along a line parallel with and 80.00 feet West of as measured at right angles to the East line of said Section 24, a distance of 1319.58 feet to the Point of Beginning.

And also less the East 80.0 fee thereof.

Said lands situate, lying and being in Broward County, Florida.

Floyd Spencer
General Manager

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedules(s) Available</u>	<u>Sheet No.</u>
Broward	Colonies of Margate	GS, RS	19.0, 20.0

Floyd Spencer
General Manager

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility charge" which is the minimum charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of 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" - CM Utility Systems, L.L.C. d/b/a Colonies Water Company.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the customer under lease or other agreement.

(Continued to Sheet No. 6.0)

Floyd Spencer
General Manager

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 8.0 "MAIN" - A pipe, conduit, or other facility used for conveying wastewater service through individual services or through other mains.
- 9.0 "POINT OF COLLECTION" - For wastewater systems, "point of collection" shall mean the point at which the Company's piping, fittings and valves connect with the customer's piping, fittings and valves.
- 10.0 "RATE" - Amount which the Company may charge for water service which is applied to the customer's actual consumption.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set for in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 14.0 "SERVICE LINES" - The pipes between the Company's mains and the point of collection and which includes all the pipes, fittings and valves necessary to make the connection to the customer's premises, excluding the meter.
- 15.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality, and may include areas in more than one county.

Floyd Spencer
General Manager

WASTEWATER TARIFF

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Floyd Spencer
General Manager

CM UTILITY SYSTEMS, L.L.C. d/b/a
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 8.0

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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Floyd Spencer
General Manager

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

(Continued to Sheet No. 10.0)

Floyd Spencer
General Manager

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

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

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

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

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

In no case shall a customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the consumer's wastewater service will be is subject to discontinuance until such unauthorized extension, remetering, sale, or disposition of

(Continued to Sheet No. 11.0)

Floyd Spencer
General Manager

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

service discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classifications and rate schedules) and until 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 wastewater service, and having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

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

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

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

(Continued to Sheet No. 12.0)

Floyd Spencer
General Manager

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

resulting from a violation of this rule.

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

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

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

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

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

(Continued to Sheet No. 13.0)

Floyd Spencer
General Manager

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

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

15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

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

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

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

(Continued to Sheet No. 14.0)

Floyd Spencer
General Manager

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

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

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY

- In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

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

(Continued to Sheet No. 15.0)

Floyd Spencer
General Manager

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

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

- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 20.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(Continued to Sheet No. 16.0)

Floyd Spencer
General Manager

WASTEWATER TARIFF

(Continued from Sheet No. 15.0)

- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.
- 23.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that customer is not billed for any wastewater usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the Company to be able to recover its fixed cost of having wastewater service available to those premises upon request by the customer.

CM UTILITIES SYSTEMS, L.L.C. d/b/a
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 17.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

Floyd Spencer
General Manager

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet No.</u>
Customer Deposits	22.0-22.1
General Service, GS	19.0
Miscellaneous Service Charges	23.0
Multi-Residential Service, MS	21.0
Residential Service, RS	20.0
Service Availability Fees and Charges	24.0

Floyd Spencer
General Manager

WASTEWATER TARIFF

GENERAL SERVICE
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 12.54
3/4"	18.82
1"	31.37
1-1/2"	62.73
2"	100.38
3"	200.77
4"	313.69
6"	627.39

Charge per 1,000 gallons: \$ 2.67

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, service may then be discontinued.

EFFECTIVE DATE - January 22, 2000

Floyd Spencer
General Manager

TYPE OF FILING - 1999 Index

WASTEWATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
All meter sizes	\$ 12.54
Charge per 1,000 gallons:	\$ 2.39

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, service may then be discontinued.

EFFECTIVE DATE - January 22, 2000

TYPE OF FILING - 1999 Index

Floyd Spencer
General Manager

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE - Per Unit

Base Facilities Charge

All meter sizes

N/A

Gallage Charge per
1,000 gallons

N/A

BASE FACILITY CHARGE - N/A

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

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Floyd Spencer
General Manager

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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

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

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills. The Company shall provide the customer with reasonable written notice of not less than thirty (30) days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two (2) monthly billing periods for the twelve-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 22.1)

Floyd Spencer
General Manager

WASTEWATER TARIFF

(Continued from Sheet No. 22.0)

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

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

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of twenty-three (23) months and shall pay interest on the non-residential customer's deposit at the rate of seven percent (7%) per annum upon retainment of such deposit.

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

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Floyd Spencer
General Manager

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Floyd Spencer
General Manager

WASTEWATER TARIFF

SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NUMBER</u>
<u>Customer Connection (Tap-in) charge</u>		
5/8 x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service		
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	\$	
All others-per gallon/month	\$	
Inspection Fee		
Main Extension Charge		
Residential-per ERC (___)GPD	\$	
All others-per gallon	\$	
or		
Residential-per lot (___ foot frontage)	\$	
All others-per front foot	\$	
Plan Review Charge		
Plant Capacity Charge		
Residential-per ERC (___)GPD	\$	
All others-per gallon	\$	
System Capacity Charge		
Residential-per ERC (___)GPD	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Floyd Spencer
 General Manager

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE.....	27.0
COPY OF CUSTOMER'S BILL	28.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	26.0

Floyd Spencer
General Manager

CM UTILITIES SYSTEMS, L.L.C. d/b/a
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 26.0

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Floyd Spencer
General Manager

CM UTILITIES SYSTEMS, L.L.C. d/b/a
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 27.0

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

N/A

Floyd Spencer
General Manager

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Colonias of Margate 6603 Colonial Drive Margate, Fl. 33063		INVOICE #	
Resident Name Address		DATE:	
CODE	DESCRIPTION	BEGIN	END USE RATE COST
SEW SEWER			
	SEWER CHARGE		
	BASE CHARGE		
	TOTAL		
WTR WATER			
	WATER CHARGE		
	BASE CHARGE		
	TOTAL		
	BSR BASE RENT		
	CAN STM/WTR/CANAL		
	RET R E PASS THRU		
	TRA TRASH		
	PREVIOUS BALANCE DUE		
	* * * TOTAL AMOUNT DUE *		
All charges are due by the 7 th of each month. Delinquent on the 8 th .			
----- Please send this portion with your payment			
INVOICE #:		SEW SEWER	
INVOICE DATE:		WTR WATER	
RESIDENT ID #:		BSR BASE RENT	
RESIDENT NAME:		CAN STM/WTR/CA	
		RET R E PASS T	
		TRA TRASH	
REMIT TO:	Colonias of Margate 6603 Colonial Drive Margate, Fl. 33063	PREV BAL:	
		*** TOTAL DUE.	

Floyd Spencer
 General Manager

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	24.0
Service Availability Policy.....	30.0
Table of Daily Flows.....	N/A

Floyd Spencer
General Manager

CM UTILITIES SYSTEMS, L.L.C. d/b/a
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 30.0

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

Floyd Spencer
General Manager

CM UTILITIES SYSTEMS, L.L.C. d/b/a
COLONIES WATER COMPANY

ORIGINAL SHEET NO. 31.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

Floyd Spencer
General Manager

Attachment D

FLORIDA PUBLIC SERVICE COMMISSION

**Certificate Number
481-W**

**Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to:**

**MHC-DEANZA FINANCING LIMITED PARTNERSHIP
(d/b/a Colonies Water Company)**

Whose principal address is:

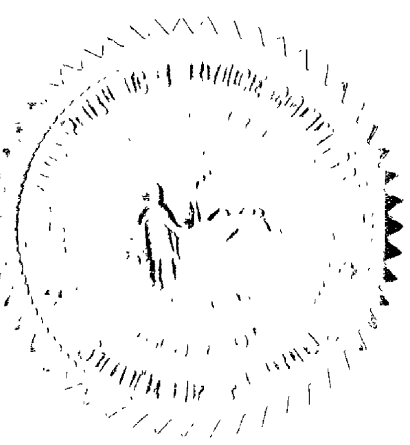
**6603 Colonial Drive
Margate, Florida 33063 (Broward County)**

**to provide water service in accordance with the provision of Chapter 367,
Florida Statutes, the Rules, Regulations and Order of this Commission in the
territory described by the Orders of this Commission.**

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

ORDER	17686	DOCKET 861071-WS
ORDER	PSC-95-0622-FOF-WS	DOCKET 940850-WS
ORDER		DOCKET
ORDER		DOCKET
ORDER		DOCKET

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



Blanca S. Bayo

Director
Division of Records and Reporting

FLORIDA PUBLIC SERVICE COMMISSION

**Certificate Number
417-S**

**Upon consideration of the record it is hereby ORDERED
that authority be and is hereby granted to:**

**MHC-DEANZA FINANCING LIMITED PARTNERSHIP
(d/b/a Colonies Water Company)**

Whose principal address is:

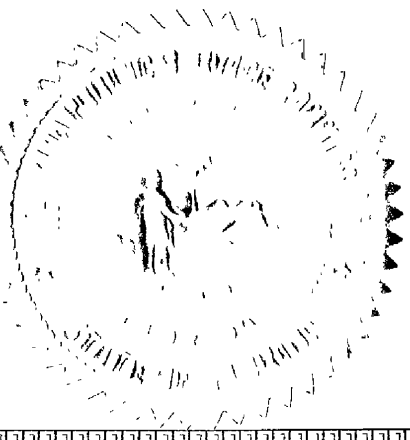
**6603 Colonial Drive
Margate, Florida 33063 (Broward County)**

**to provide wastewater service in accordance with the provision of Chapter 367,
Florida Statutes, the Rules, Regulations and Order of this Commission in the
territory described by the Orders of this Commission.**

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

ORDER	17686	DOCKET 861071-WS
ORDER	PSC-95-0622-FOF-WS	DOCKET 940850-WS
ORDER		DOCKET
ORDER		DOCKET
ORDER		DOCKET

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



Diana S. Bayo

Director
Division of Records and Reporting

Attachment E

**NOTICE OF UTILITY NAME CHANGE FROM MHC-DEANZA
FINANCING LIMITED PARTNERSHIP (D/B/A COLONIES WATER COMPANY) TO
CM UTILITY SYSTEMS, L.L.C. (D/B/A COLONIES WATER COMPANY)**

Notice is hereby given that on _____, 2001, the Florida Public Service Commission approved the name change of MHC-DeAnza Financing Limited Partnership (d/b/a Colonies Water Company) to CM Utility Systems, L.L.C. (d/b/a Colonies Water Company). The name change occurred as a result of corporate reorganization, and will have no effect on the management of or service provided by Colonies Water Company.