

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Lake Groves)
Utilities, Inc. for approval of)
name change pursuant to Rule)
25-30.039, F.A.C.)
_____)

Docket No. 020695-WS

APPLICATION FOR APPROVAL OF NAME CHANGE

LAKE GROVES UTILITIES, INC. (hereinafter referred to as "Lake Groves" or "Applicant") by and through its undersigned attorneys and pursuant to Rule 25-30.039, Fla. Admin. Code, applies to this Commission for approval of its name change pursuant to its merger into Lake Utility Services, Inc. and in support thereof states:

1. The complete name and address of the Applicant is:

Lake Groves Utilities, Inc.
200 Weathersfield Avenue
Altamonte Springs, Florida 32714

2. Lake Groves is a Florida corporation.

3. The name, address and telephone number of the person authorized to receive notices and communications in respect to this application is:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blainstone Pines Drive
Tallahassee, Florida 32301
850-877-6555
850-656-4029 Fax

DOCUMENT NUMBER-DATE

07193 JUL 11 8

FPSC-COMMISSION CLERK

4. Lake Groves holds water Certificate No. 534-W and wastewater Certificate No. 465-S.


5. The name change is necessary as a result of the merger of Applicant into Lake Utility Services, Inc. Both Applicant and Lake Utility Services, Inc. are wholly owned subsidiaries of Utilities, Inc., and thus all manner of control of Applicant remains unchanged. Attached hereto as Composite Exhibit "A" is a copy of the Articles of Merger as accepted by the Florida Department of State and a copy of Corporations Online confirming the Department's acceptance of the merger.

6. The name change was effective June 24, 2002.

7. Lake Utility Services, Inc. holds water Certificate No. 496-W and it is proposed that Applicant's water Certificate be canceled. It is proposed that the name on Applicant's wastewater Certificate be changed to Lake Utility Services, Inc. Attached as Composite Exhibit B" are the original and two copies of the proposed Wastewater Tariff reflecting the change to Lake Utility Services, Inc. Also, as a part of that Exhibit are the original and two copies of the proposed tariff pages to incorporate into the Lake Utility Services, Inc. water tariff reflecting the consolidation of Applicant's water tariff with that of Lake Utility Services, Inc.

8. Attached as Exhibit "C" is a copy of the proposed Notice advising customers of the name change, what notice will be sent to each customer of Applicant after approval by the Staff.

9. The original certificates for Lake Groves Utilities, Inc. and Lake Utility Services, Inc. will be late filed.

Respectfully submitted on this
 day of July, 2002, by:

ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555

By 
MARTIN S. FRIEDMAN

utilitie\lusi\namechange.app

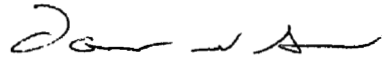
AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

I, Lawrence Schumacher, President of Lake Groves Utilities, Inc., Lake Utility Services, Inc. and Utilities, Inc. do solemnly swear or affirm that:

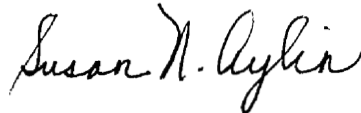
1. The ownership and control of Lake Groves Utilities, Inc., and its assets, both before and after the name change to merge with Lake Utility Services, Inc. is in Utilities, Inc.

2. The change of name by merger into Lake Utility Services, Inc. does not constitute a change in ownership or a change in majority organizational control of Lake Groves Utilities, Inc. or its assets.



Lawrence Schumacher
President

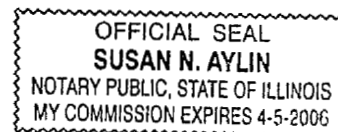
Sworn to and subscribed before me this 3rd day of July, 2002, by Lawrence Schumacher, as President on behalf of the utility. He is personally known to me or has provided as identification.



Print Name: SUSAN N. AYLIN

NOTARY PUBLIC

My Commission Expires: 4-5-2006





FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 24, 2002

ROSE, SUNDSTROM & BENTLEY
2540 BLAIRSTONE PINES DR.
TALLAHASSEE, FL

Re: Document Number J71557

The Articles of Merger were filed June 24, 2002, for LAKE UTILITY SERVICES, INC., the surviving Florida entity.

Should you have any further questions concerning this matter, please feel free to call (850) 245-6903, the Amendment Section.

Cheryl Coulliette
Document Specialist
Division of Corporations

Letter Number: 802A00040547



ARTICLES OF MERGER OF
LAKE GROVES UTILITIES, INC.
INTO
LAKE UTILITY SERVICES, INC.

FILED
2002 JUN 24 PM 2:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to § 607.1101, Florida Statutes, the corporations described herein desiring to effect a merger set forth the following facts:

ARTICLE I

The name of the corporation surviving the merger is Lake Utility Services, Inc. The name of the surviving corporation has not been changed as a result of the merger.

ARTICLE II

The surviving corporation is a domestic corporation incorporated in Florida on June 13, 1990.

ARTICLE III

The name of the nonsurviving corporation is Lake Groves Utilities, Inc. The date of incorporation of the nonsurviving corporation is March 22, 1990.

ARTICLE IV

The Plan of Merger containing the information required by § 607.1101, Florida Statutes, is set forth in Exhibit A, which is attached hereto and made a part hereof.

ARTICLE V

The manner of adoption and vote of the surviving corporation was as follows: The merger was approved by the shareholders on June 7, 2002. The number of votes cast for the merger was sufficient for approval.

ARTICLE VI

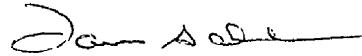
The manner of adoption and vote of the nonsurviving corporation was as follows: The merger was approved by the shareholders on June 7, 2002. The number of votes cast for the merger was sufficient for approval.

ARTICLE VII

These Articles of Merger will be effective upon filing.

Date:

LAKE UTILITY SERVICES, INC.



Lawrence Schumacher
President

Date:

LAKE GROVES UTILITIES, INC.



Lawrence Schumacher
President

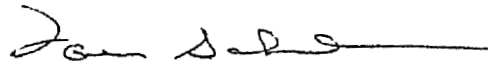
PLAN OF MERGER OF
LAKE GROVES UTILITIES, INC.
INTO
LAKE UTILITY SERVICES, INC.

The Board of Directors of Lake Groves Utilities, Inc. and Lake Utility Services, Inc., both Florida corporations, pursuant to Section 607.1101, Florida Statutes, adopt the Plan of Merger.

1. Lake Groves Utilities, Inc. shall merge into Lake Utility Services, Inc. and Lake Utility Services, Inc. shall be the surviving corporation.
2. The merger shall become effective upon approval of the shareholders of each corporation and the filing of Articles of Merger with the Florida Department of State.
3. Each share of Lake Groves Utilities, Inc. shall be converted into a share of Lake Utility Services, Inc.

Date:

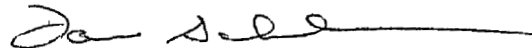
LAKE UTILITY SERVICES, INC.



Lawrence Schumacher
President

Date:

LAKE GROVES UTILITIES, INC.



Lawrence Schumacher
President

COMPOSITE EXHIBIT "B"

(Water and Wastewater Tariff Sheets in Original Application)

LAKE GROVES UTILITIES, INC./LAKE UTILITY SERVICES, INC.

NOTICE OF NAME CHANGE

Lake Groves Utilities, Inc. has operated the water and wastewater utility serving your community since 1991. The owners of the Utility have changed the name by merger into Lake Utility Services, Inc. which provides water service in an area north of that of Lake Groves Utilities, Inc. and such change has been made and approved by the Florida Secretary of State's office. Therefore, there is a change in the name of the Utility to Lake Utility Services, Inc. No change in control of the entity that owns the Utility or any change in rates or other operations will result from this change.

Should you have any questions with regard to this name change, please contact the Utility's offices at 200 Weathersfield Avenue, Altamonte Springs, Florida 32714.

LAKE UTILITY SERVICES, INC.

utilities\lusi\customer.not

EXHIBIT "C"

LAKE UTILITY SERVICES, INC.
Water Tariff

TERRITORY SERVED

CERTIFICATE NUMBER 496W

COUNTY LAKE

COMMISSION ORDERS APPROVING TERRITORY SERVED-

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
11459	12/17/82	820821-W	Original Certificate
18469	11/24/87	870998-WU	Extension of Certificate
18469	11/24/87	870999-WU	Extension of Certificate
18508	12/08/87	870057-WU	Amendment
18605	12/24/87	871080-WU	Original Certificate
19100	04/05/88	870057-WU	Consummating Order
21304	06/01/89	890334-WU	Transfer of Majority Stock Ownership
19482	06/10/89	880549-WU	Extension of Certificate
21555	07/17/89	890335-WU	Extension of Certificate
21909	09/19/89	891019-WU	Corrective Order
23839	12/07/90	900645-WU	Amendment
24957	08/21/91	900989-WU	Amendment
25286	11/01/91	910760-WU	Amendment
PSC-92-1369-FOF-WU	11/24/92	920714-WU	Amendment Name Change/Merger

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.0-C)

DESCRIPTION OF TERRITORY SERVED

ORDER NO. 24283

DESCRIPTION OF TERRITORY SERVED

Beginning at a point that is 12.51 feet S and 298.75 feet E of the SE corner of the NE 1/4 of Section 22, TWP 24 S, Range 26 E, of the Tallahassee Meridian, on the West right of way line of State Road 25; run thence N 21 deg. 18 min. 45 sec. W along said right of way line 655.45 feet, said line being parallel to and 80 feet Suthwesterly from the center line of pavement; thence S 89 deg. 06 min, 20 sec. W 3363.71 feet to the West line of the E 1/4 of the NW 1/4 of said Section; thence S 0 deg. 01. min. 55 sec. W along said line 614.27 feet; thence N 89 deg. 06. min. 20 sec. E 3602.31 feet to point of beginning.

AND

Commence at a point 652.17 feet South and 548.33 feet East of the Northeast corner of the SE 1/4 of Section 22, Township 24 South, Range 26 East on the West right-of-way of State Road No. 25, run thence N. 21 deg. 18 min. 45 sec. W. along said right-of-way, 686.70 feet, said line being parallel with and 80 feet Southwesterly from the center line of pavement; thence S. 89 deg. 06 min. 20 sec. W., 550.39 feet to the Point of Beginning; thence continue S. 89 deg. 06 min. 20 sec. W., 3051.92 feet to the West line of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section 22; thence S. 00 deg. 01 min., 55 sec. W. along said line, 631.12 feet to the Southwest corner of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section; thence N. 89 deg. 21 min. 30 sec. E., 3051.92 feet; thence N. 00 deg. 01 min. 55 sec. E., 664.57 feet to the Point of Beginning, containing 44.68 acres, more or less.

AND

TRACT 1:

THE SOUTH 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 27.

AND

(Continued to Sheet No.3.0-E)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

LAKE UTILITY SERVICES, INC..
WATER TARIFF

ORIGINAL SHEET NO. 3.0-E

(Continued from Sheet No. 3.0-D)

DESCRIPTION OF TERRITORY SERVED

TRACT 2:

THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 24
SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

AND

TRACT 3:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24
SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

CONTAINING 223.33, MORE OR LESS ACRES

THE BEARINGS ON THIS PLAT ARE BASED ON AN ASSUMED BEARING OF S.
89 deg. 34 min. 36 sec. W. ALONG THE SOUTH BOUNDARY OF SECTION
23-24-26.

THERE ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE ON THE GROUND.
OTHER THAN SHOWN.

(Continued to Sheet No. 3.0-F)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

LAKE UTILITY SERVICES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.0-F

(Continued from Sheet No. 3.0-E)

DESCRIPTION OF TERRITORY SERVED

Order No. PSC-92-1328-FOF-WS

WEATHERLY-27, INC./STORY PROPERTIES:

All that portion of the Northeast 1/4 of Section 15, Township 24 south, Range 26 East, lying East of the Easterly right-of-way of

U. S. Highway 27, Lake County, Florida.

AND

All of the Northeast 1/4 and the Northwest 1/4 of Section 14, Township 24 South, Range 26 East, Lake County, Florida.

(Continued to Sheet No. 3.0-G)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.0-F)

DESCRIPTION OF TERRITORY SERVED

BATTAGLIA PROPERTIES, LTD.

That part of Section 23, Township 24 South, Range 26 East, Lake County, Florida, described as follows: The South 3/4 of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 23, Township 24 South, Range 26 East, Lake County, Florida less the south 100 feet thereof; that part of the south 3/4 of the East 1/2 of the Southwest 1/4 lying East of the Northeasterly right-of-way line of U. S Highway No. 27, less the South 100 feet thereof; that part of the West 1/2 of said Section 23, lying East of the Northeasterly line of U. S. Highway No. 27, and lying South and Southeasterly of the following-described line: From the Northwest corner of the southwest 1/4 of said Section 23, run North 89 42' East along the North line of the said Southwest 1/4 of distance of 502.64 feet, more or less, to the Easterly right-of-way line of U. S. Highway No. 27, thence South 20 23'20" East along said right-of-way line 94.17 feet to a Point of Beginning. Thence North 89 50'40" East 375.55 feet, thence North 39 19'10" East 229.10 feet; thence North 47 37'10" East 363.28 feet to a point on the East line of the West 1/4 of the said section 23 for a Point of Terminus.

AND

KARST, INC.:

together with:

The North 1/2 of the Northwest quarter lying West of U. S. Highway 27 in Section 26, Township 24 South, Range 26 East.

AND

(Continued to Sheet No. 3.0-H)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.0-G)

DESCRIPTION OF TERRITORY SERVED

HOLLY HILL PROPERTY:

In Township 24 South, Range 26 East, Lake County, Florida:

Section 14. The West 1/2 of the Southwest 1/4.

Section 15. That part of the Southeast 1/4 lying East of U. S. Highway 27; LESS begin where the North boundary of said Southeast 1/4 intersects the East boundary of U. S. Highway 27 right-of-way (as it existed in 1978), run thence East along said north boundary 225 feet, thence South 0 05'39" East 117.23 feet, thence West parallel with said North boundary 181.60 feet, more or less, to the U. S Highway 27 right-of-way, thence Northwesterly along said right-of-way 125 feet to the Point of Beginning.

Section 22. That part of the Northeast 1/4 lying East of U. S Highway 27.

Section 23. That part of the Northwest 1/4 of the Northwest 1/4 and that part of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 lying East of U. S Highway 27; LESS begin where the South boundary of said North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 intersects the East boundary of U. S. Highway 27 right-of-way (as it existed in 1975), run thence North 89 46'29" east along said South boundary 230 feet, thence north 00 00'28" East 117.32 feet, thence South 89 46'29" West 273.61 feet, more or less, to the U. S. Highway 27 right-of-way, thence South 20 24'30" East along said right-of-way 125 feet to the Point of Beginning.

AND

(Continued to Sheet No. 3.0-I)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.0-H)

DESCRIPTION OF TERRITORY SERVED

BOSSERMAN PROPERTY:

The North 2025.73 feet of the Northeast 1/4, West of Right-of-Way of U. S. Highway 27 and the North 2025.73 feet of the East 1/4 of the Northwest 1/4, all in Section 22, Township 24 South, Range 26 East (less and except 30 feet along the North boundary of all of the foregoing which is reserved for right-of-way), and all that portion of the North 705.73 feet of the Southwest 1/4 of the Northwest 1/4 West of right-of-way of U. S Highway 27, Section 23, Township 24 South, Range 26 East, all in Lake County, Florida.

AND

THOUSAND TRAILS PROPERTY:

The South 1/2 of Section 11, Township 24 South, Range 26 East, and South 1/2 of Section 10, Township 24 South, Range 26 East, lying East of U. S. Highway 27, all being in Lake County, Florida.

AND

DONRIC, INC.:

That part of the Northwest 1/4 which lies East of State Road 25 (U.S. Highway 27), and the Northwest 1/4 of the Northeast 1/4, all in Section 10, Township 24 South, Range 26 East, Lake County, Florida.

AND

LYKES BROS., INC.:

All lands described below are situated in Township 24 South, Range 26 East, Lake County, Florida:

The Southwest 1/4 of the Northwest 1/4 of Section 3; and

The North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 3; and

(Continued to Sheet No. 3.0-J)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.0-I)

DESCRIPTION OF TERRITORY SERVED

That part of the Southwest 1/4 of the Southwest 1/4 of Section 3 lying south and West of the Westerly line of the right-of-way of U. S. Highway 27; and

Section 4, less and except:

That part of a) the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4, and b) the Southeast 1/4 of the Southeast 1/4 of said Section 4 lying East of the West line of the right-of-way of U. S. Highway 27;

and less and except that part of Section 4 described as: Begin at the Northeast corner of Section 4, thence South along the East boundary line of Section 4 a distance of 240 feet, thence West 195 feet, thence Northwesterly 404 feet, more or less, to a point on the North boundary of Section 4 a distance of 520 feet from the Northeast corner of Section 4, thence East to the point of beginning; and

Section 8, less and except the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 8; and

Section 9; and

That part of the West 1/2 of Section 10 lying West of the right-of-way of U. S. Highway 27.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Amber Hill		
Lake	Battaglia Properties. Ltd.		
Lake	Bosserman Properties		
Lake	Clermont I - Four Winds		
Lake	Clermont II		
Lake	Crescent Bay		
Lake	Crescent West		
Lake	Donric, Inc.		
Lake	Greater Groves		
Lake	Harbor Oaks & Four Lakes		
Lake	Highland Point		
Lake	Holly Hill Property		
Lake	Karst, Inc.		
Lake	Lake Crescent Hills		
Lake	Lake Ridge Club		
Lake	Lake Saunders Acres		
Lake	Lykes Bros., Inc.		
Lake	Oranges, The		
Lake	Thousand Trails Property		
Lake	Vista, I & II		
Lake	Weatherly 27/Story Property		
	and all other areas for which no other schedule applies		
	General Service		18.0 - 18.1
	Residential Service		19.0 - 19.1
	Multi-Residential		20.0

LAWRENCE SCHUMACHER
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	22.0 - 22.1
Fire Protection Service	21.0
General Service, GS	18.0 - 18.1
Meter Test Deposit	23.0
Miscellaneous Service Charges	24.0
Multi-Residential Service, MS	20.0 - 20.1
Residential Service, RS	19.0 - 19.1
Service Availability Fees and Charges	25.0 - 25.1

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.
WATER TARIFF

GENERAL SERVICE
RATE SCHEDULE GS
(Formerly Lake Groves Utilities, Inc. System)

- 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.
- RATE - Bi-monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 12.18
1"	\$ 30.44
1 1/2"	\$ 60.88
2"	\$ 97.40
3"	\$194.80
4"	\$304.38
Gallage Charge per 1,000 gallons	\$ 1.21

BASE FACILITY CHARGE - Any customer who requests that service be terminated for any length of time will pay the Base Facility Charge during that period of termination. An amount equal to the Base Facility Charge for the period of service termination will be collected as a condition precedent to the restoration of service.

In case of rental property, the owner will be held responsible for payment of the Base Facility Charge during the period the property is not occupied by a tenant.

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/Merger

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.
WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS
(Formerly Lake Groves Utilities, Inc. System)

- 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.
- RATE - Bi-monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 12.18
1"	\$ 30.44
1 1/2"	\$ 60.88
2"	\$ 97.40
3"	\$194.80
4"	\$304.38
Gallonage Charge per 1,000 gallons	\$ 1.21

BASE FACILITY CHARGE - Any customer who requests that service be terminated for any length of time will pay the Base Facility Charge during that period of termination. An amount equal to the Base Facility Charge for the period of service termination will be collected as a condition precedent to the restoration of service.

In case of rental property, the owner will be held responsible for payment of the Base Facility Charge during the period the property is not occupied by a tenant.

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/Merger

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY: LAKE UTILITY SERVICES, INC.
WATER TARIFF

MULTI-RESIDENTIAL SERVICE
RATE SCHEDULE MS
(Formerly Lake Groves Utilities, Inc. System)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to any customer or customers where a single water meter supplies more than one dwelling unit, such as apartments and duplexes.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- RATE - Monthly

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 12.18
1"	\$ 30.44
1 1/2"	\$ 60.88
2"	\$ 97.40
3"	\$194.80
4"	\$304.38
Gallage Charge per 1,000 gallons	\$ 1.21

BASE FACILITY CHARGE - Any customer who requests that service be terminated for any length of time will pay the Base Facility Charge during that period of termination. An amount equal to the Base Facility Charge for the period of service termination will be collected as a condition precedent to the restoration of service.

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/Merger

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER TARIFF

LAKE UTILITY SERVICES, INC.

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

LAKE UTILITY SERVICES, INC.
NAME OF COMPANY

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS, FLORIDA 32714
(ADDRESS OF COMPANY)

(407) 869-0300
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing.....	4.0
Index of	
Rates and Charges Schedules.....	16.0
Rules and Regulations.....	6.0-6.1
Service Availability Policy.....	29.0
Standard Forms.....	23.0
Technical Terms and Abbreviations.....	5.0-5.1
Territory Served.....	3.0-3.7

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

TERRITORY SERVED

CERTIFICATE NUMBER 465-S

COUNTY- Lake

COMMISSION ORDER (s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
24283	3/25/91	900957-WS	Original Certificate
PSC92-1328FOFWS	11/16/92	920900-WS	Amendment
PSC94-0116FOFWS	1/31/94	931000-WS	Amendment
PSC-99-0164-FOF-WS	1/26/99	980958-WS	TMOC

(Continued to Sheet No. 3.1)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

ORDER NO. 24283

DESCRIPTION OF TERRITORY SERVED

Beginning at a point that is 12.51 feet S and 298.75 feet E of the SE corner of the NE 1/4 of Section 22, TWP 24 S, Range 26 E, of the Tallahassee Meridian, on the West right of way line of State Road 25; run thence N 21 deg. 18 min. 45 sec. W along said right of way line 655.45 feet, said line being parallel to and 80 feet Southwesterly from the center line of pavement; thence S 89 deg. 06 min. 20 sec. W 3363.71 feet to the West line of the E 1/4 of the NW 1/4 of said Section; thence S 0 deg. 01 min. 55 sec. W along said line 614.27 feet; thence N 89 deg. 06 min. 20 sec. E 3602.31 feet to point of beginning.

AND

Commence at a point 652.17 feet South and 548.33 feet East of the Northeast corner of the SE 1/4 of Section 22, Township 24 South, Range 26 East on the West right-of-way of State Road No. 25, run thence N. 21 deg. 18 min. 45 sec. W. along said right-of-way, 686.70 feet, said line being parallel with and 80 feet Southwesterly from the center line of pavement; thence S. 89 deg. 06 min. 20 sec. W., 550.39 feet to the Point of Beginning; thence continue S. 89 deg. 06 min. 20 sec. W., 3051.92 feet to the West line of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section 22; thence S. 00 deg. 01 min., 55 sec. W. along said line, 631.12 feet to the Southwest corner of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section; thence N. 89 deg. 21 min. 30 sec. E., 3051.92 feet; thence N. 00 deg. 01 min. 55 sec. E., 664.57 feet to the Point of Beginning, containing 44.68 acres, more or less.

AND

TRACT 1:

THE SOUTH 3/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 27.

AND

(Continued to Sheet No. 3.2)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

TRACT 2:

THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 24
SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

AND

TRACT 3:

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE
NORTEWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 24
SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

CONTAINING 223.33, MORE OR LESS ACRES

THE BEARINGS ON THIS PLAT ARE BASED ON AN ASSUMED BEARING OF S.
89 deg. 34 min. 36 sec. W. ALONG THE SOUTH BOUNDARY OF SECTION
23-24-26.

THERE ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE ON THE GROUND.
OTHER THAN SHOWN.

(Continued to Sheet No. 3.3)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.3

(Continued from Sheet No. 3.2)

DESCRIPTION OF TERRITORY SERVED

Order No. PSC-92-1328-FOF-WS

WEATHERLY-27, INC./STORY PROPERTIES:

All that portion of the Northeast 1/4 of Section 15, Township 24
south, Range 26 East, lying East of the Easterly right-of-way of
U. S. Highway 27, Lake County, Florida.

AND

All of the Northeast 1/4 and the Northwest 1/4 of Section 14,
Township 24 South, Range 26 East, Lake County, Florida.

(Continued to Sheet No. 3.4)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.3)

DESCRIPTION OF TERRITORY SERVED

BATTAGLIA PROPERTIES, LTD.

That part of Section 23, Township 24 South, Range 26 East, Lake County, Florida, described as follows: The South 3/4 of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 23, Township 24 South, Range 26 East, Lake County, Florida less the south 100 feet thereof; that part of the south 3/4 of the East 1/2 of the Southwest 1/4 lying East of the Northeasterly right-of-way line of U. S Highway No. 27, less the South 100 feet thereof; that part of the West 1/2 of said Section 23, lying East of the Northeasterly line of U. S. Highway No. 27, and lying South and Southeasterly of the following-described line: From the Northwest corner of the southwest 1/4 of said Section 23, run North 89 42' East along the North line of the said Southwest 1/4 of distance of 502.64 feet, more or less, to the Easterly right-of-way line of U. S. Highway No. 27, thence South 20 23'20" East along said right-of-way line 94.17 feet to a Point of Beginning. Thence North 89 50'40" East 375.53 feet, thence North 39 19'10" East 229.10 feet; thence North 47 37'10" East 363.28 feet to a point on the East line of the West 1/4 of the said section 23 for a Point of Terminus.

AND

KARST, INC.:

together with:

The North 1/2 of the Northwest quarter lying West of U. S. Highway 27 in Section 26, Township 24 South, Range 26 East.

AND

(Continued to Sheet No. 3.5)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.4)

DESCRIPTION OF TERRITORY SERVED

HOLLY HILL PROPERTY:

In Township 24 South, Range 26 East, Lake County, Florida:

Section 14. The West 1/2 of the Southwest 1/4.

Section 15. That part of the Southeast 1/4 lying East of U. S. Highway 27; LESS begin where the North boundary of said Southeast 1/4 intersects the East boundary of U. S. Highway 27 right-of-way (as it existed in 1978), run thence East along said north boundary 225 feet, thence South 0 05'19" East 117.23 feet, thence West parallel with said North boundary 181.60 feet, more or less, to the U. S Highway 27 right-of-way, thence Northwesterly along said right-of-way 125 feet to the Point of Beginning.

Section 22. That part of the Northeast 1/4 lying East of U. S Highway 27.

Section 23. That part of the Northwest 1/4 of the Northwest 1/4 and that part of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 lying East of U. S Highway 27; LESS begin where the South boundary of said North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 intersects the East boundary of U. S. Highway 27 right-of-way (as it existed in 1975), run thence North 89 46'29" east along said South boundary 230 feet, thence north 00 00'28" East 117.32 feet, thence South 89 46'29" West 273.61 feet, more or less, to the U. S. Highway 27 right-of-way, thence South 20 24'30" East along said right-of-way 125 feet to the Point of Beginning.

AND

(Continued to Sheet No. 3.6)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.5)

DESCRIPTION OF TERRITORY SERVED

BOSSERMAN PROPERTY:

The North 2025.73 feet of the Northeast 1/4, West of Right-of-Way of U. S. Highway 27 and the North 2025.73 feet of the East 1/4 of the Northwest 1/4, all in Section 22, Township 24 South, Range 26 East (less and except 30 feet along the North boundary of all of the foregoing which is reserved for right-of-way), and all that portion of the North 705.73 feet of the Southwest 1/4 of the Northwest 1/4 West of right-of-way of U. S Highway 27, Section 23, Township 24 South, Range 26 East, all in Lake County, Florida.

AND

THOUSAND TRAILS PROPERTY:

The South 1/2 of Section 11, Township 24 South, Range 26 East, and South 1/2 of Section 10, Township 24 South, Range 26 East, lying East of U. S. Highway 27, all being in Lake County, Florida.

AND

DONRIC, INC.:

That part of the Northwest 1/4 which lies East of State Road 25 (U.S. Highway 27), and the Northwest 1/4 of the Northeast 1/4, all in Section 10, Township 24 South, Range 26 East, Lake County, Florida.

AND

LYKES BROS., INC.:

All lands described below are situated in Township 24 South, Range 26 East, Lake County, Florida:

The Southwest 1/4 of the Northwest 1/4 of Section 3; and

The North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 3; and

(Continued to Sheet No. 3.7)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.6)

DESCRIPTION OF TERRITORY SERVED

That part of the Southwest 1/4 of the Southwest 1/4 of Section 3 lying south and West of the Westerly line of the right-of-way of U. S. Highway 27; and

Section 4, less and except:

That part of a) the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4, and b) the Southeast 1/4 of the Southeast 1/4 of said Section 4 lying East of the West line of the right-of-way of U. S. Highway 27;

and less and except that part of Section 4 described as: Begin at the Northeast corner of Section 4, thence South along the East boundary line of Section 4 a distance of 240 feet, thence West 195 feet, thence Northwesterly 404 feet, more or less, to a point on the North boundary of Section 4 a distance of 520 feet from the Northeast corner of Section 4, thence East to the point of beginning; and

Section 8, less and except the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 8; and

Section 9; and

That part of the West 1/2 of Section 10 lying West of the right-of-way of U. S. Highway 27.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule (s)</u> <u>Available</u>	<u>Sheet No.</u>
Lake	Greater Groves	Yes	16.0-23.1
Lake	Weatherly 27/Story Property	Yes	16.0-23.1
Lake	Battaglia Properties, Ltd.	Yes	16.0-23.1
Lake	Karst, Inc.	Yes	16.0-23.1
Lake	Holly Hill Property	Yes	16.0-23.1
Lake	Bosserman Property	Yes	16.0-23.1
Lake	Thousand Trails Property	Yes	16.0-23.1
Lake	Donric, Inc.	Yes	16.0-23.1
Lake	Lykes Bros., Inc.	Yes	16.0-23.1

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 5.0)

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

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises.....	10.0	13.0
Adjustment of Bills.....	12.0	21.0
Applications by Agents.....	7.0	4.0
Billing Periods.....	10.0	15.0
Change of Customer's Installation.....	9.0	10.0
Change of Occupancy.....	11.0	19.0
Continuity of Service.....	9.0	8.0
Delinquent Bills.....	11.0	16.0
Evidence of Consumption.....	13.0	23.0
Extensions.....	8.0	6.0
Filing of Contracts.....	13.0	22.0
General Information.....	7.0	2.0
Held For Future Use.....	14.0-15.0	N/A
Inspection of Customer's Installation.....	9.0	11.0
Limitation of Use.....	8.0	7.0
Payment of Water and Wastewater Service Bills Concurrently.....	11.0	17.0
Policy Dispute.....	7.0	1.0

(Continued to Sheet No. 6.1)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Protection of Company's Property.....	10.0	12.0'
Right of Way or Easements.....	10.0	14.0
Signed Application Required.....	7.0	3.0
Tax Clause.....	11.0	18.0
Type and Maintenance.....	9.0	9.0
Unauthorized Connections - Wastewater.....	12.0	20.0
Withholding Service.....	8.0	5.0

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

RULES AND REGULATIONS

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

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

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

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

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

(Continued to Sheet No. 8.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.0)

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.

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

5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue 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 wastewater service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

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

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

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

(Continued to Sheet No. 9.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

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

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

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

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

(Continued to Sheet No. 10.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 9.0)

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

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

Not withstanding 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.

(Continued to Sheet No. 11.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(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.

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 BILLING PERIODS - Bills for wastewater service will be rendered Monthly, as stated in the rate schedule and shall become due when rendered and be considered as received by the Customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented a five (5) day written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

(Continued to Sheet No. 12.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 11.0)

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

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

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a wastewater or water public utility shall not be incorporated into the rate for wastewater or water service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all wastewater service 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 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. 13.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 12.0)

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

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

(Continued to Sheet No. 14.0)

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 13.0)

23.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer' premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 15.0

HELD FOR FUTURE USE

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RATE SCHEDULES

	<u>Sheet Number</u>
Customer Deposits.....	20.0-20.1
General Service, GS.....	17.0
Miscellaneous Service Charges.....	21.0-21.1
Multi-Residential Service, MS.....	19.0
Residential Service, RS.....	18.0
Service Availability Fees and Charges.....	22.0-22.1

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

GENERAL SERVICE

RATE SCHEDULE G3

- 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	Base Facility Charge
5/8" x 3/4"	\$ 15.15
1"	37.88
1 1/2"	75.75
2"	121.20
3"	242.40
4"	378.75

GALLONAGE CHARGE - Per 1,000 gallons 1.30

BASE FACILITY CHARGE - Any customer who requests that service be terminated for any length of time, will pay the Base Facility Charge during that period of termination. An amount equal to the Base Facility Charge for the period of service termination will be collected as a condition precedent to the restoration of service.

In the case of rental property, the owner will be held responsible for payment of the Base Facility Charge during the period the property is not occupied by the tenant. This rule shall apply to all premises that are considered habitable and be uniformly applied in all respects.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After a five (5) day 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/Merger

LAWRENCE SCHUMACHER
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PRESIDENT
TITLE

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

Base Facility Charge

All Sizes

\$15.15

GALLONAGE CHARGE - Per 1,000 gallons 1.04
(Maximum of 10,000 gallons)

BASE FACILITY CHARGE - Any customer who requests that service be terminated for any length of time, will pay the Base Facility Charge during that period of termination. An amount equal to the Base Facility Charge for the period of service termination will be collected as a condition precedent to the restoration of service.

In the case of rental property, the owner will be held responsible for payment of the Base Facility Charge during the period the property is not occupied by the tenant. This rule shall apply to all premises that are considered habitable and be uniformly applied in all respects.

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After a five (5) day 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/Merger

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER

MULTIPLE DWELLING

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for 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 - Bills for wastewater service will be rendered monthly.
- RATE - Same as General Service.
- BASE FACILITY CHARGE - Any customer who requests that service be terminated for any length of time, will pay the Base Facility Charge during that period of termination. An amount equal to the Base Facility Charge for the period of service termination will be collected as a condition precedent to the restoration of service.
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After a five (5) day 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/Merger

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT _____
TITLE

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$ 40.00	NA
1"	65.00	NA
1 1/2"	110.00	NA
Over 2"	160.00	NA

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

(Continued on Sheet No. 20.1)

LAWRENCE SCHUMACHER
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TITLE

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT- The company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a) at a rate of 6%. 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 customers accounting during the month of January each year.

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

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 12 months and shall pay interest on the non-residential customer's deposit at a rate of 7% per annum upon retention of such deposit. Nothing in this rule shall prohibit the Company from refunding a customer's deposit in less than 12 months.

EFFECTIVE DATE: -

TYPE OF FILING: - Name Change/Merger

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MISCELLANEOUS SERVICE CHARGES

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

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

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

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-10.320(2), Florida Administrative Code, including a delinquency in bill payments.

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

<u>INITIAL CONNECTION FEE</u>	Sewer - \$15.00
<u>NORMAL RECONNECTION FEE</u>	Sewer - \$15.00
<u>VIOLATION RECONNECTION FEE</u>	Sewer - \$ Actual Cost (1)
<u>PREMISES VISIT FEE</u> <u>(in lieu of disconnection)</u>	Sewer - \$10.00

EFFECTIVE DATE -

TYPE OF FILING - NAME CHANGE/MERGER

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TITLE

(Continued from Sheet No. 21.0)

TERMS OF PAYMENT - The initial connection/normal reconnection charge will appear in the customer's first subsequent bill. The violation reconnection charge (plus all past due bills and penalties) will be paid before service is reconnected.

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

EFFECTIVE DATE -

TYPE OF FILING Name Change/Merger

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SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NO.</u>
Customer Connection (Tap-in) Charge All sizes	Actual Cost*	30.7
Inspection Fee Rule 25-30.540, F.A.C.	Actual Cost*	30.6
Main Extension Charge Residential-per ERC (150 GPD) All others-per gallon	Negotiable Negotiable	30.1 30.1
Plan Review Charge Rule 25-30.540, F.A.C.	Actual Cost*	N/A
Plant Capacity Charge Residential-per ERC (280 GPD) All others-per gallon	\$558.00 \$ 1.99	30.0 30.0

* Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE:

TYPE OF FILING: - NAME CHANGE/MERGER

LAWRENCE SCHUMACHER
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TITLE

LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 22.1

(Continued from Sheet No. 22.0)

Allowance for Funds Prudently Invested (AFPI) - See Sheet No. 30.9
Carrying Cost Recovery Charge Per ERC Per Month: Wastewater

	<u>1991</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
January		66.22	179.74	293.26	406.78	520.30
February		75.68	189.20	302.72	416.24	529.76
March		85.14	198.66	312.18	425.70	539.22
April		94.60	208.12	321.64	435.16	548.68
May		104.06	217.58	331.10	444.62	558.14
June		113.52	227.04	340.56	454.08	567.60
July	9.46	122.98	236.50	350.02	463.54	
August	18.92	132.44	245.96	359.48	473.00	
September	28.38	141.90	255.42	368.94	482.46	
October	37.84	151.36	264.88	378.40	491.92	
November	47.30	160.82	274.34	387.86	501.38	
December	56.76	170.28	283.80	397.32	510.84	

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ISSUING OFFICER

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TITLE

INDEX OF STANDARD FORMS

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

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 24.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT



CUSTOMER NAME & ADDRESS

TO CHANGE MAILING ADDRESS
ENTER NEW ADDRESS HERE

CURRENT CHARGES
PAST DUE AFTER

TOTAL AMOUNT DUE

Please Show
Payment Amount

\$ _____

CUSTOMER NUMBER

Please return this portion with your Payment
Please bring entire bill when paying in person

Make checks payable to:
Lake Groves Utilities Inc.
BILL #



SERVICE ADDRESS

CUSTOMER NAME & ADDRESS

CUSTOMER NUMBER

TOTAL AMOUNT DUE:

CURRENT CHARGES
PAST DUE AFTER

Bill Date:
Billing Period:
Days in Billing Period
Rate Code:

Meter Present Previous Actual Usage

Meter Size:
Meter Number:
Deposit:
Date Paid:

	Water	Sewer	Total
Consumption Charge	_____	_____	_____
Subtotal			
Prior Balance			
TOTAL AMOUNT DUE			

PLEASE RETAIN THIS PORTION OF YOUR BILL AS YOUR RECEIPT
FOR THE \$ _____ UTILITY DEPOSIT PAID TO US
& PERCENT INTEREST WILL BE PAID ON THE DEPOSIT WHICH IS
NON-NEGOTIABLE AND NON-TRANSFERABLE.

LAWRENCE SCHUMACHER
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APPLICATION FOR WASTEWATER SERVICE

Lot/Block _____

Subdivision _____

Lake County, Florida

Application For Utility Services

1. _____
(Last Name) (First Name) (Middle Initial)

2. _____
(Billing Address)

3. _____
(Service Address--if different)

4. Utility Service Requested and Date Service is to begin under name shown above. DEPOSIT

METER

Water _____
(Date)

Sewer _____
(Date)

REC'D BY _____ DATE _____

TERMS AND CONDITIONS

By submitting this application for utility services to the Lake Groves Utilities, Inc., the undersigned hereby agrees as follows:

1. To deposit with the Lake Groves Utilities, Inc. the sum of _____ which shall be held by said corporation, with interest, until the service is requested to be terminated by the customer. Upon termination the deposit will then be credited against the charges due as of the date of the final billing. The amount of deposit shall be added to the first monthly bill.
2. To pay all charges by the date set forth on the monthly bill.
3. To consent to the termination by the Lake Groves Utilities, Inc. of all utility services provided if the applicant fails to pay the charges set forth on one or more monthly bills.
4. To abide by all other regulations applicable to users of utility services as prescribed by the Lake Groves Utilities, Inc.

Customer Signature

Date

LAWRENCE SCHMACHER
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LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 26.0

HELD FOR FUTURE USE

LAWRENCE SCHUMACHER
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TITLE

LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 27.0

COPY OF CUSTOMER'S BILL



P.O. Box 915505 - Longwood, FL 32791-5505
Tel: 407/362-9668 - 1(800) 531-2321

CUSTOMER NAME & ADDRESS

TO CHANGE MAILING ADDRESS
ENTER NEW ADDRESS HERE

CURRENT CHARGES
PAST DUE AFTER

TOTAL AMOUNT DUE

Please Show
Payment Amount

\$ _____

CUSTOMER NUMBER

Please return this Portion with your Payment
Please bring entire bill when paying in person

Make checks payable to:
Lake Groves Utilities Inc.
Bill #



P.O. Box 915505 - Longwood, FL 32791-5505
Business Phone & Emergencies
Tel: 407/362-9668 - 1(800) 531-2321

SERVICE ADDRESS

CUSTOMER NAME & ADDRESS

CUSTOMER NUMBER

TOTAL AMOUNT DUE:

CURRENT CHARGES
PAST DUE AFTER

Bill Date:
Billing Period:
Days in Billing Period
Rate Code:

Meter	Actual
Present	Previous Usage

Meter Size:
Meter Number:
Deposit:
Date Paid:

	Water	Sewer	Total
Consumption Charge	_____	_____	_____
Subtotal			
Prior Balance			
TOTAL AMOUNT DUE			
REGULAR BILL MESSAGE			

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LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 28.0

HELD FOR FUTURE USE

LAWRENCE SCHUMACHER
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PRESIDENT
TITLE

INDEX OF SERVICE AVAILABILITY

	<u>Sheet No.</u>	<u>Rule No.</u>
Action by Governmental Authority.....	30.4	7.0
Adjustment Provisions.....	30.6	11.0
Allowance for Funds Prudently Invested.....	30.9	16.0
Availability.....	30.0	2.0
Collection Systems Construction.....	30.7	13.0
Extension Outside Territory.....	30.7	12.0
Gallons Per Day, Wastewater Demand Charact....	30.3	4.0
General Policy.....	30.0	1.0
Inspections.....	30.8	14.0
Inspection Fees.....	30.6	9.0
Inspection of Plumber's Hook-up.....	30.6	10.0
Plant Capacity Charges.....	30.0	3.0
Preparation of Developer Agreements.....	30.3	5.0
Refundable Advances.....	30.8	15.0
Schedule Of Fees And Charges... Go to Sheet No.	22.0	18.0
Table Of Daily Flows For Various Occupancies..	31.0	17.0
Tax Impact of CIAC.....	30.1	3.5
Transfer of Contributed Property.....	30.4	8.0
Wastewater Capacity Allocations.....	30.4	6.0

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY POLICY

1.0 GENERAL POLICY

Lake Groves Utilities, Inc., a Florida corporation, hereinafter referred to as Utility, adopt and incorporates herein by reference Rules and Regulations for Service Availability for Wastewater Systems of the Florida Public Service Commission promulgated under Commission Order No. 11006. Utility will make available service and extensions of service under said Rules, subject to matters of economic feasibility, as defined in Rule No. 25-30.515, F.A.C.. This Policy shall not apply to developer's agreements implemented and contracts entered into prior to the adoption of said Rules and Regulations of the Florida Public Service Commission (25-30.510 F.A.C.). The word "person" used in Rule 25-30.515 (4) F.A.C., shall mean and include "political subdivision" as defined in subsection 1.01 (9), Florida Statutes.

2.0 AVAILABILITY

The provisions of the Policy are available to contributors throughout the territory subject only to matters of economic feasibility. For Rules governing service outside the territory, see Paragraph 12.0 of this Policy.

3.0 PLANT CAPACITY CHARGES

The following is the charge being made by Utility to contributors upon approval of the Public Service commission, where wastewater service is available, or agreed to be made available, in the territory. "Off-Site" sewer collection lines and facilities are not included in these charges and provisions.

Charges to contributors pursuant to this Policy are calculated on a cost based on the estimated demand of the contributor's proposed installation upon the collection and treatment facilities of the Utility, and is computed by multiplying the rates as set forth on Original Sheet No 22.0 by the average daily rated gallons of demand set for in the Table of Daily

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Flows, as modified by Paragraph 6.0 of this Policy. Connection (plant capacity) charges are stated per gallon average demand for wastewater service.

Main extension charges for service to customers outside Utility's certificated service area will be negotiated.

(a) Such customers may be required to advance the full cost of off-site mains, subject to refund of portions thereof in excess of the contributor's hydraulic share.

(b) In addition to payment of the above, connection (plant capacity) charges will be required to support excess plant capacity dedicated to the contributor.

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LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 30.2

HELD FOR FUTURE USE

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4.0 GALLONS PER DAY, WASTEWATER DEMAND CHARACTERISTICS

The Table of Daily Flows section of this policy provides a list of average daily gallons of demand for various occupancies which will be used in computing connection (plant capacity) charges.

5.0 PREPARATION OF DEVELOPER AGREEMENTS

Utility may require that the contribution, in addition to the fees and charges set forth herein, bear the cost of preparation

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preparation of developer agreement by independent counsel or persons qualified to draft and prepare such agreements. Said charges shall not exceed the actual cost for such service.

6.0 WASTEWATER CAPACITY ALLOCATIONS

Upon payment by the contributor and its proper execution of an agreement for service availability pursuant to these rules, Utility will reserve and will allocate to the contributor the portion of wastewater plant as set forth in the agreement. Utility will not be obligated to provide capacity or service on an average daily basis in excess of that allocation and may require consumers to curtail use which exceeds such allocated capacity.

In those areas where the experience of Utility has demonstrated that the demand characteristics of customers of the community exceed those average daily gallons of demand set forth in the Table Of Daily Flows, Utility shall require that the contributor pay those fees and make the necessary commitments based on the actual and experienced demand, and not the average demand.

In no event shall Utility be required to build or accept plans, specifications, fees, charges or agreements predicated upon average demand for wastewater service of less than 280 gallons per single-family residential equivalent per day.

7.0 ACTION BY GOVERNMENTAL AUTHORITY

Requirements by appropriate governmental authorities to limit or curtail utility services may restrict the use of utility service. Contributors and customers obtain reservation for service or the service itself subject to notice of this limitation.

8.0 TRANSFER OF CONTRIBUTED PROPERTY

Utility reserves the right to construct all facilities for providing wastewater service to the point of connection. If Utility determines that it will accept such facilities

(Continued to Sheet No. 30.5)

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TITLE

constructed by others, the following rules will apply.

Each contributor (developer) who has constructed portions of a wastewater collection system shall at Utilities option, grant Utilities a license to use or convey to Utilities such component parts of the wastewater collection system by Grant of License, Quit Claim Deed, or other appropriate instrument in form satisfactory to Utility's attorney, together with such evidence as may be required by Utility that the wastewater systems proposed to be transferred to Utility are free of all liens and encumbrances.

Any facilities in the category of consumer's connections of the customer's side of the connection point shall not be transferred to Utility and shall remain the property of individual customers, their successors or assigns.

Utility shall not be required to accept title to any component part of the wastewater collection system until Utility's engineer has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by Utility, and thereafter evidenced its acceptance of such lines for Utility's operation and maintenance. Such acceptance and approvals shall also include those required by federal, state, and local governmental agencies.

Contributor shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by contributor. Such cost information shall be furnished to Utility concurrently with the grant of license and/or other appropriate instruments as a prerequisite for the acceptance by Utility of the portion of the wastewater collection system constructed by the contributor.

Utility reserves the right to refuse connection and to deny the commencement of service to any contributor seeking to be connected to portions of the wastewater collection system until such time as the provisions of this section have been fully met.

(Continued to Sheet No. 30.6)

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TITLE

9.0 INSPECTION FEES

Any engineering plans or designs for, or construction of facilities by a contributor (developer) 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 fee based upon the actual cost to Utility of inspection of facilities constructed by contributors or independent contractors for connection with the facilities of Utility. Such inspection fee shall be paid by the contributor in addition to all other charges above stated, as a condition precedent to service.

10.0 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 wastewater system. Utility reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Utility's rules governing such connections, and that the connection, as made, is free from leakage.

The contributor shall notify Utility of any proposed interconnection with the facilities of Utility, and connection may be made without the presence of Utility's inspector. However, such connection shall remain open until inspection by Utility and until notice of the approval of such connection is furnished to the developer in accordance with the practices and procedures of Utility. Any connection covered without the benefit of inspection will result in the contributor being required to reopen the connection for subsequent inspection. If Utility fails to inspect the connection within 48 hours after notice that the same is ready to inspect, the connection shall be deemed approved by Utility.

11.0 ADJUSTMENT PROVISIONS

Governmental Authority: The charges set forth in this Policy are subject to adjustment by appropriate action of the governmental agency having jurisdiction of this Policy,

(Continued to Sheet No. 30.7)

LAWRENCE SCHUMACHER
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TITLE

(Continued from Sheet No. 30.6)

either upon the initiative of the governmental agency or by request of Utility.

12.0 EXTENSION OUTSIDE TERRITORY

Providing service outside Utility's territory involves formal notice and formal proceedings before the Florida Public Service Commission and, therefore, entail engineering, administrative and legal expenses in addition to costs incurred by Utility in providing service within its territory. Utility will, therefore, not be obligated to provide its services outside the territory unless the contributor agrees, in advance, to defray those additional expenses and pay to Utility the estimated costs thereof. The advance payment will be adjusted to conform with actual expenses after the proceedings have been concluded.

Utility will further make such extensions outside the territory only if the net income to be derived from prospective consumers within the area to be served by the proposed extension will provide a fair return on Utility's investment in the proposed extension, collection, and treatment facilities involved. Utility will not extend its facilities under circumstances where the extensions will cause service to existing customers to suffer either as a result of reduction of capacity to provide its service to customers, or the diminishment of the economic capability of Utility to meet its financial commitments. (See paragraph 15.0 of this Policy).

13.0 COLLECTION SYSTEMS CONSTRUCTION

If any on-site collection systems are constructed by the contributor as set forth in Paragraph 8.0 herein, Utility shall establish specifications based upon good engineering and public utility practices, and the contributor shall, not less than thirty (90) days prior to commencing construction, furnish Utility with two complete copies of the plans and specifications of the proposed on-site collection system. Utility shall have twenty (20) days in which to determine the acceptability of the plans and specifications furnished to it by the contributor. If the Utility shall object to the plans

(Continued to Sheet No. 30.8)

LAWRENCE SCHUMACHER
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PRESIDENT
TITLE

(Continued from Sheet No. 30.7)

and specifications or any part thereof, the contributor shall defer the commencement of construction pending the resolution of Utility's objections.

14.0 INSPECTIONS

Utility shall have, at all times during the construction, the right to inspect the construction of the on-site collection systems being built by the contributor, or his agents or employees, as set forth in Paragraph 10.0 of this Policy and receive payment of fees referred to herein.

15.0 REFUNDABLE ADVANCES

In addition to the charges set forth herein, Utility will require a refundable advance by a contributor to temporarily defray the cost of any off-site extension of sewer mains, pumping stations, and other facilities necessary to provide service to the contributor's property unless, at the time of the request for service, Utility determines that extension to provide such service is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers. The amount of the refundable advance will be based on the cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with Utility's master plan for service to the immediate surrounding area. Charges paid by the contributor over and above the contributor's hydraulic share of the facilities shall be refunded to the contributor in accordance with the terms and conditions of a refunding agreement which Utility will execute with the contributor. The refund agreement will provide for a plan of refund based upon connection of other properties that will be served by the facilities to the extent of their hydraulic share. The contributor shall bear the reasonable expense of preparing the refund agreement. Notwithstanding the provisions of this Section, the life of the refund agreement shall be seven years, after which time the balance of the refund not made to the contributor by the terms and conditions of the refund agreement will be retained by Utility, and such refund agreement will be cancelled. In no event shall a contributor recover an amount greater than the

(Continued to Sheet No. 30.9)

LAWRENCE SCHUMACHER
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PRESIDENT
TITLE

(Continued from Sheet No. 30.8)

difference between the capitalized cost of such improvements and the contributor's own hydraulic share of such improvements. Utility will not include any interest upon the refund of the contributor's advance.

16.0 ALLOWANCE FOR FUNDS PRUDENTLY INVESTED

The Company will collect a Commission-approved fee designed to cover the carrying costs of actual company investment in plant prudently constructed for future customer use. Such investment will include plant and may include distribution lines; and will be applicable to all NEW connections utilizing such plant.

When application is made for service, AFPI charges will be collected at the same time that payment(s) are made for other Service Availability Charges. The AFPI charge will increase for the maximum period allowed by the Commission, after which time it will remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERC's) equal or exceed the capacity of the plant for which the charge is being collected.

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TITLE

TABLE OF DAILY FLOWS
FOR VARIOUS OCCUPANCIES

Types of Building Usage

Apartments.....	280 gpd(1)
Bars and Cocktail Lounges.....	5gpcd(2)
Boarding Schools (students and staff).....	75 gpcd
Bowling Alleys (toilet wastes only, per lane).....	100 gpd
Country Clubs (per member)	25 gpcd
Day Schools (students and staff).....	10 gpcd
Drive-In Theaters (per car space).....	5 gpd
Factories (with showers).....	30 gpcd
Factories (without showers).....	10gpd/100sq.ft.
Hospitals (with laundry).....	250 gpd/bed
Hospitals (without laundry).....	200 gpd/bed
Hotels and Motels.....	200 gpd/ra or unit
Laundromats.....	225 gpd/washer
Mobile Home Parks.....	185 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat).....	3 gpd
Nursing Homes.....	100 gpd/100sq.ft.
Office Buildings.....	10 gpd/100 sq.ft.
Public Institutions (other than those listed herein). 75 gpcd	
Restaurants (per seat).....	50 gpcd
Restaurants (fast food, per seat).....	30 gpcd
Single-Family Residential:	
Water- 5/8" x 3/4" meter.....	350 gpd
Townhouse Residences	280 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat).....	3 gpd
Stores (without kitchen wastes).....	5 gpd/100 sq.ft.
Speculative Buildings	300 gpd plus 10 gpd/100 sq.ft.
Warehouses.....	30 gpd plus 10 gpd/1000 sq.ft.

- (1) gpd - gallons per day
- (2) gpcd - gallons per capita per day
- (3) condominiums shall be rated in accordance with the type (apartments, townhouses, etc.,

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE

LAKE UTILITY SERVICES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 32.0

TAX GROSS-UP OF CIAC

HELD FOR FUTURE USE

LAWRENCE SCHUMACHER
ISSUING OFFICER

PRESIDENT
TITLE