

ORIGINAL

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May 19, 2003

Blanca S. Bayo, Director
Division of Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Building, Room 110
Tallahassee, Florida 32399-0850

Via Hand Delivery

COMMISSION
CLERK

03 MAY 19 PM 2:35

RECEIVED-FPSC

Re: Docket No. C30434 -WS
Application for Name Change from CM Utility Systems, L.L.C. d/b/a Colonies
Water Company to CC Utility Systems, L.L.C. d/b/a Coral Cay Water & Sewer
Company

Dear Ms. Bayo:

Enclosed for filing, on behalf of CM Utility Systems, L.L.C. d/b/a Colonies Water
Company are an original and twelve copies of an application for name change from CM Utility
Systems, L.L.C. d/b/a Colonies Water Company, holder of Certificate Nos. 481-W and 417-S in
Broward County, to CC Utility Systems, L.L.C. d/b/a Coral Cay Water & Sewer Company.
Please note that we are only furnishing an original and two (2) copies of the water and
wastewater tariff sheets (Attachment "D").

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

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

*Copies Forwarded To GCL(1)
+ ECR w/ORIGINAL TARIFFS*

KGC/l dv + CERTS
Enclosures

TAL:42737:1

CARACAS ■ FT. LAUDERDALE ■ MIAMI ■ NAPLES ■ PORT ST. LUCIE ■ SARASOTA ■ ST. PETERSBURG ■ TALLAHASSEE ■ TAMPA ■ WEST PALM BEACH

DOCUMENT NUMBER-DATE

04465 MAY 19 8

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Name Change)
from CM Utility Systems, L.L.C.)
d/b/a Colonies Water Company)
to CC Utility Systems, L.L.C. d/b/a)
Coral Cay Water & Sewer Company)

Docket No. _____

APPLICATION FOR NAME CHANGE FROM
CM UTILITY SYSTEMS, L.L.C. d/b/a COLONIES WATER COMPANY
TO CC UTILITY SYSTEMS, L.L.C.
d/b/a CORAL CAY WATER & SEWER COMPANY

CM Utility Systems, L.L.C. d/b/a Colonies Water Company, holder of Certificate Nos. 366-W and 417-S ("Utility"), in Broward County, pursuant to Fla. Admin. Code R. 25-30.039, hereby files its application for name change to CC Utility Systems, L.L.C. d/b/a Coral Cay Water & Sewer Company, and as grounds states:

1. The complete name address and the type of business entity of the certificated utility are:

CM Utility Systems, L.L.C. d/b/a Colonies Water Company
A limited liability company
Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606

with physical location at:

2803 N.W. 62nd Avenue
Margate, Florida 33063

2. The proposed change in name and the type of business entity under the new name are CC Utility Systems, L.L.C. d/b/a Coral Cay Water & Sewer Company, a Delaware limited liability company.

3. Originally, Colonies Water Company provided water and wastewater service to a manufactured housing community named Colonies of Margate. The certificated name, CM Utility Systems, L.L.C., Colonies Water Company, was used in order to be consistent with the community's "Colonies of Margate" name. However, the name of the community has been changed from Colonies of Margate to Coral Cay Plantation. For consistency and to avoid confusion, the name of the Utility which now serves Coral Cay Plantation should be changed to CC Utility Systems, L.L.C. d/b/a Coral Cay Water & Sewer Company.

4. The Amendment to the Application of a Foreign Limited Liability Company changing the name to CC Utility Systems, L.L.C. was filed with the Florida Secretary of State on April 24, 2003. The fictitious name, Coral Cay Water & Sewer Company, was registered with the Florida Department of State on April 30, 2003. See Attachment "A" hereto.


5. Attached hereto as Attachment "B" is a statement signed by an officer that the ownership and control of the utility and its assets will not change under the proposed name.

6. 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 "C."

7. An original and two copies of a proposed tariff reflecting the name change are attached hereto as Attachment "D."

8. The current certificates are attached hereto as Attachment "E."

DATED this ~~19th~~ day of May 2003.


Kathryn G. W. Cowdery
Fla. Bar No.: 0363995
Ruden, McClosky, Smith, Schuster
& Russell, P.A.
215 S. Monroe St., Suite 815
Tallahassee, Florida 32301
(850) 412-2000

Attorneys for CC Utility Systems,
L.L.C. d/b/a Coral Cay Water &
Sewer Company



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

April 24, 2003

LEXIS

Re: Document Number M00000001242

The Amendment to the Application of a Foreign Limited Liability Company for CM UTILITY SYSTEMS, LLC which changed its name to CC UTILITY SYSTEMS, LLC, a Delaware limited liability company authorized to transact business in Florida, was filed on April 24, 2003.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Tammi Cline
Document Specialist
Division of Corporation

Letter Number: 203A00025046

Account number: FCA000000005

Amount charged: 25.00



Attachment A

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO
FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA**

SECTION I (1-3 must be completed)

- 1. Name of limited liability company as it appears on the records of the Florida Department of State: CC Utility Systems, L.L.C.
- 2. Jurisdiction of its organization: Delaware
- 3. Date authorized to do business in Florida: June 21, 2000

SECTION II (4-7 complete only the applicable changes)

- 4. If the amendment changes the name of the limited liability company, when was the change effected under the laws of its jurisdiction of organization? April 9, 2003
- 5. New name of the limited liability company: CC Utility Systems, L.L.C.
- 6. If the amendment changes the period of duration, indicate new period of duration: _____
- 7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction: _____
- 8. If the amendment corrects any false statement, indicate the statement being corrected and the correction: _____
- 9. Attached is an original certificate, no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

FILED
03 APR 24 PM 2:59
TALLAHASSEE, FLORIDA

By: David W. Fell
Signature of a member or the authorized representative of a member

David W. Fell, VP of GP of sole member of sole member
Typed or printed name of signer

Filing Fee: \$25.00

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

DOCUMENT# G03120900132

Fictitious Name to be Registered: CORAL CAY WATER & SEWER COMPANY

Mailing Address of Business: TWO NORTH RIVERSIDE PLAZA
SUITE 800
CHICAGO, IL 60606

Florida County of principal place of business: BROWARD

FEI Number:

FILED
Apr 30, 2003
Secretary of State

Owner(s) of Fictitious Name:

CC UTILITY SYSTEM, LLC
TWO NORTH RIVERSIDE PLAZA, SUITE 800
CHICAGO, IL 60606 US
Florida Registration Number: M00000001242
FEI Number: 36-4410416

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) understand that the electronic signature(s) below shall have the same legal effect as if made under oath.

DAVID W. FELL, VP OF GP OF SOLE MEMBER

04/30/2003

Electronic Signature(s)

Date

Certificate of Status Requested ()

Certified Copy Requested ()

STATEMENT OF OFFICER

I, Marguerite Nader, hereby state that the ownership and control of the assets of the utility, CM Utility Systems, L.L.C. d/b/a Colonies Water Company, will not change under the new proposed name, CC Utility Systems, L.L.C. d/b/a Coral Cay Water & Sewer Company.

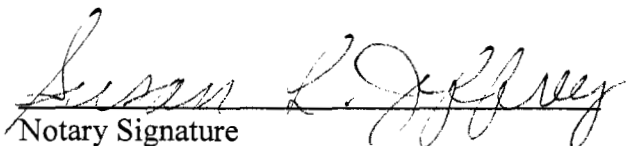


Marguerite Nader, Vice President of Manufactured Home Communities, Inc., General Partner of MHC Operating Limited Partnership, Sole Member of Liquid Assets, L.L.C., Sole member of CC Utility Systems, L.L.C.

STATE OF ILLINOIS
COUNTY OF COOK

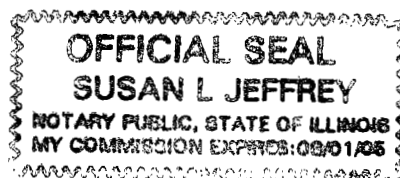
Sworn to and subscribed before me this 9th day of April 2003, by Marguerite Nader.

Personally known to me X
Identification produced _____ Type of identification produced N/A



Notary Signature

Susan L. Jeffrey
Print, Type, or Stamp Commissioned Name of
Notary Public



NOTICE OF UTILITY NAME CHANGE
FROM CM UTILITY SYSTEMS, L.L.C. d/b/a COLONIES WATER COMPANY
TO CC UTILITY SYSTEMS, L.L.C.
d/b/a CORAL CAY WATER & SEWER COMPANY

Notice is hereby given that on _____, 2003, the Florida Public Service Commission approved the name change of CM Utility Systems, L.L.C. d/b/a Colonies Water Company, to CC Utility Systems, L.L.C. d/b/a Coral Cay Water & Sewer Company. The name change occurred in order to be consistent with the name change of the Colonies of Margate manufactured home community to Coral Cay Plantation, and will have no effect on the rates, management or utility service provided.

Attachment D

Proposed Water Tariff and Proposed Wastewater Tariff

WATER TARIFF

CC UTILITY SYSTEMS, L.L.C.

d/b/a

CORAL CAY WATER & SEWER COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 1.0

WATER TARIFF

CC UTILITY SYSTEMS, L.L.C.

d/b/a

CORAL CAY WATER & SEWER COMPANY

2803 N.W. 62nd Avenue
Margate, Florida 33063

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

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FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

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Standard Forms	18.0
Technical Terms and Abbreviations	5.0 – 5.1
Territory Authority	3.0

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER 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>Filing Type</u>
17686	06/10/87	861071-WS	Original Certificate
PSC-95-0622-FOF-WS	05/22/95	940850-WS	Transfer of Certificate
PSC-01-1499-FOF-WS	07/18/01	010670-WS	Name Change & Corporate Organization

(Continued to Sheet No. 3.1)

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 80.00 feet thereof.

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

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 4.0

WATER TARIFF

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>
Broward	Coral Cay Plantation	GS, RS	12.0, 13.0

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 “BFC” – The abbreviation for “Base Facility Charge” which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 “CERTIFICATE” – A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 “COMMISSION” – The shortened name for the Florida Public Service Commission.
- 4.0 “COMMUNITIES SERVED” – The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 “COMPANY” – The shortened name for the full name of the utility which is CC Utility Systems, L.L.C. d/b/a Coral Cay Water & Sewer 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 used in connection with or forming a part of the installation for rendering water service to the Customer’s side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 “MAIN” – A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 “RATE” – Amount which the Company may charge for water service which is applied to the Customer’s actual consumption.
- 10.0 “RATE SCHEDULE” – The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

(Continued to Sheet No. 5.1)

WATER TARIFF

(Continued from Sheet No. 5.0)

- 11.0 “SERVICE” – As mentioned in this tariff and in agreement with Customers, “Service” shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 “SERVICE CONNECTION” – The point where the Company’s pipes or meters are connected with the pipes of the Customer.
- 13.0 “SERVICE LINES” – The pipes between the Company’s Mains and the Service Connection which includes all of the pipes, fittings and valves necessary to make the connection to the Customer’s premises, excluding the meter.
- 14.0 “TERRITORY” – The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills	10.0	22.0
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Application	7.0	3.0
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Change of Customer's Installation	8.0	11.0
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Extensions	7.0	6.0
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(Continued to Sheet No. 6.1)

WATER TARIFF

(Continued from Sheet No. 6.0)

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WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION – These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 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.
- 3.0 APPLICATION – In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled “Your Water and Wastewater Service,” prepared by the Florida Public Service Commission.
- 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 or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE – The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 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 TYPE AND MAINTENANCE – In accordance with Rule 25-30.545, Florida Administrative Code, 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. The Company reserves the right to discontinue or withhold water service to such apparatus or device.

(Continued on Sheet No. 8.0)

WATER TARIFF

(Continued from Sheet No. 7.0)

8.0 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.

9.0 CONTINUITY OF SERVICE – In accordance with Rule 25-30.250, Florida Administrative Code, 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.

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.

10.0 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. Water service shall be rendered to the Customer for the Customer’s own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

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, 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 is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

11.0 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 charge resulting from a violation of this Rule.

12.0 PROTECTION OF COMPANY’S PROPERTY – The Customer shall exercise reasonable diligence to protect the Company’s property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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 on Sheet No. 9.0)

WATER TARIFF

(Continued from Sheet No. 8.0)

- 13.0 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 Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 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.
- 15.0 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.
- 16.0 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 and 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.

- 17.0 TERMINATION OF SERVICE – When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 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.
- 19.0 UNAUTHORIZED CONNECTIONS – WATER – Any unauthorized connections to the Customer’s water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 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, in accordance with Rule 25-30.230, Florida Administrative Code.
- 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 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 refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 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 by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.

(Continued to Sheet No. 10.1)

WATER TARIFF

(Continued from Sheet No. 10.0)

- 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 within 30 days of execution.
- 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.

WATER TARIFF

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General Service, GS	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

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 Charges</u>
5/8" x 3/4"	\$ 6.38
3/4"	9.56
1"	15.96
1-1/2"	31.90
2"	51.06
3"	102.10
4"	159.54
6"	319.06

Gallonage Charge
Per 1,000 gallons 3.80

- 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 –

- TYPE OF FILING – Name Change

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

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

RATE –

<u>Meter Size</u>	<u>Base Facility Charges</u>
5/8" x 3/4"	\$ 6.38
3/4"	9.56
1"	15.96
1-1/2"	31.90
2"	51.06
3"	102.10
4"	159.54
6"	319.06

Gallonge Charge
Per 1,000 gallons 3.80

- 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 –

- TYPE OF FILING – Name Change

WATER TARIFF

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 if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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 provided.

INTEREST ON DEPOSIT – The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4)(a), Florida Administrative Code. 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 23 months, the Company shall refund the Customer’s deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer’s deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer’s deposit in less than 23 months.

EFFECTIVE DATE –

TYPE OF FILING – Name Change

WATER TARIFF

METER TEST DEPOSIT

METER BENCH TEST REQUEST – If any Customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in 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 – The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST – A Customer may request a no-charge field test of the accuracy of the meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE –

TYPE OF FILING – Name Change

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 may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION – This charge may 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 may 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 may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE –

TYPE OF FILING – Name Change

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<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	\$ ¹	
<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>	\$ ¹	
<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"	\$ ¹	
<u>Plan Review Charge</u>	\$ ¹	
<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	\$	

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

EFFECTIVE DATE –

TYPE OF FILING – Name Change

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	21.0
APPLICATION FOR WATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 19.0

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 20.0

WATER TARIFF

APPLICATION FOR WATER SERVICE

N/A

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 21.0

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

WATER TARIFF

COPY OF CUSTOMER'S BILL

BILL FOR FROM CORAL CAY WATER & SEWER COMPANY CORAL CAY PLANTATION 2803 NW 62ND AVENUE MARGATE FL 33063 Phone: 954-972-8530	No	READINGS	FROM TO	GPF	ENERGY UNITS	
		GAS				\$
		ELE				
		WAT	Gal			
						Rent
						STM/WTR/CA
						RE PASS TH
						TRASH
						RS SEWER
TO						
ACCOUNT Coral Cay Water & Sewer Company Water and wastewater rates and charges are due and payable when rendered and become delinquent if not paid within twenty days of the date of this bill. All other charges on this invoice are due on the 7th of each month and are delinquent on the 8th.		PLEASE PAY TOTAL				\$

UTILITY DETAIL	
G A S	
E L E C T R I C	Sewer Base Facility Chg. Gal. Sew @
W A T E R	Base Fee Gal @ Gallon Water Meter

BILLING DAYS=

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 23.0

WATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges	17.0
Service Availability Policy	23.0

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 24.0

WATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

WASTEWATER TARIFF

CC UTILITY SYSTEMS, L.L.C.

d/b/a

CORAL CAY WATER & SEWER COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

CC UTILITY SYSTEMS, L.L.C.

d/b/a

CORAL CAY WATER & SEWER COMPANY

2803 N.W. 62nd Avenue
Margate, Florida 33063

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

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

TABLE OF CONTENTS

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Rates and Charges Schedules	11.0
Rules and Regulations	6.0 – 6.1
Service Availability Policy	21.0
Standard Forms	17.0
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Territory Authority	3.0

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER 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>Filing Type</u>
17686	06/10/87	861071-WS	Original Certificate
PSC-95-0622-FOF-WS	05/22/95	940850-WS	Transfer of Certificate
PSC-01-1499-FOF-WS	07/18/01	010670-WS	Name Change & Corporate Organization

(Continued to Sheet No. 3.1)

TAL:42602:1

Wally Torres
Regional 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 80.00 feet thereof.

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

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 4.0

WASTEWATER TARIFF

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>
Broward	Coral Cay Plantation	GS, RS	12.0, 13.0

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 “BFC” – The abbreviation for “Base Facility Charge” which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 “CERTIFICATE” – A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 “COMMISSION” – The shortened name for the Florida Public Service Commission.
- 4.0 “COMMUNITIES SERVED” – The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 “COMPANY” – The shortened name for the full name of the utility which is CC Utility Systems, L.L.C. d/b/a Coral Cay Water & Sewer 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 used in connection with or forming a part of the installation for disposing of wastewater located on the Customer’s side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 “MAIN” – A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 “RATE” – Amount which the Company may charge for wastewater service which is applied to the Customer’s water consumption.
- 10.0 “RATE SCHEDULE” – The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

(Continued to Sheet No. 5.1)

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 11.0 “SERVICE” – As mentioned in this tariff and in agreement with Customers, “Service” shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 “SERVICE CONNECTION” – The point where the Company’s pipes or meters are connected with the pipes of the Customer.
- 13.0 “SERVICE LINES” – The pipes between the Company’s Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer’s premises, excluding the meter.
- 14.0 “TERRITORY” – The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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Continuity of Service	8.0	8.0
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(Continued to Sheet No. 6.2)

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION – 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.
- The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 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.
- 3.0 APPLICATION – In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled “Your Water and Wastewater Service,” prepared by the Florida Public Service Commission.
- 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 or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE – The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 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 TYPE AND MAINTENANCE – In accordance with Rule 25-30.545, Florida Administrative Code, 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.

(Continued on Sheet No. 8.0)

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE – In accordance with Rule 25-30.250, Florida Administrative Code, 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.

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

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, 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, sale, or disposition of service, the 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 is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 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 charge resulting from a violation of this Rule.

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

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

(Continued on Sheet No. 9.0)

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 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.
- 13.0 PROTECTION OF COMPANY’S PROPERTY – The Customer shall exercise reasonable diligence to protect the Company’s property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. 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.
- 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 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 and 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 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.

(Continued on Sheet No. 10.0)

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 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.
- 18.0 TERMINATION OF SERVICE – When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS – WASTEWATER – Any unauthorized connections to the Customer’s wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS – When a Customer has been 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 within 30 days of execution.
- 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.

WASTEWATER TARIFF

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General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

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 Charges</u>
5/8" x 3/4"	\$ 12.55
3/4"	18.84
1"	31.40
1-1/2"	62.81
2"	100.50
3"	201.00
4"	314.06
6"	628.12

Gallage Charge
Per 1,000 gallons 3.19

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 –

TYPE OF FILING – Name Change

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 Charges</u> |
|--|------------------------------|
| All meter sizes | \$ 12.55 |
| Gallonge Charge
Per 1,000 gallons
(10,000 gal. Max.) | 2.91 |
- 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 –
- TYPE OF FILING – Name Change

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE
RATE SCHEDULE MS

<u>AVAILABILITY</u> –	Available throughout the area served by the Company.
<u>APPLICABILITY</u> –	For wastewater service to all master-metered residential customers including, but not limited to Condominiums, Apartments, and Mobile Home Parks.
<u>LIMITATIONS</u> –	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
<u>BILLING PERIOD</u> –	Monthly
<u>RATE</u> –	Per Unit
	<u>Base Facilities Charge</u>
	All meter sizes N/A
	Gallage Charge per 1,000 gallons N/A
<u>TERMS OF PAYMENT</u> –	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.
<u>EFFECTIVE DATE</u> –	
<u>TYPE OF FILING</u> –	Name Change

WASTEWATER TARIFF

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 if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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 provided.

INTEREST ON DEPOSIT – The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4)(a), Florida Administrative Code. 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 23 months, the Company shall refund the Customer’s deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer’s deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer’s deposit in less than 23 months.

EFFECTIVE DATE –

TYPE OF FILING – Name Change

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 may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION – This charge may 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 may 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 may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE –

TYPE OF FILING – Name Change

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</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	\$ ¹	
Over 2" metered service	\$ ¹	
<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>	\$ ¹	
<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>Plan Review Charge</u>	\$ ¹	
<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	\$	

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

EFFECTIVE DATE –

TYPE OF FILING – Name Change

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 18.0

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 19.0

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

N/A

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges	16.0
Service Availability Policy	22.0

CC UTILITY SYSTEMS, L.L.C. d/b/a
CORAL CAY WATER & SEWER COMPANY

ORIGINAL SHEET NO. 22.0

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

Attachment E

Certificate No. 481-W
and
Certificate No. 417-S

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:

CM Utility Systems, L.L.C. d/b/a Colonies Water Company

Whose principal address is:

2803 Colonial Drive Margate, FL 33063 (Broward County)

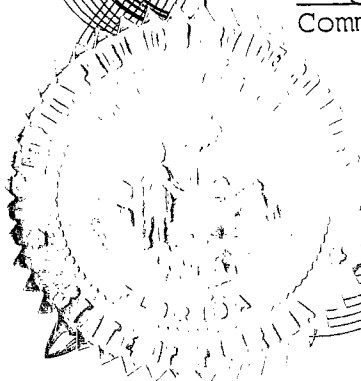
to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

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	PSC-01-1499-FOF-WS	DOCKET	010670-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE FLORIDA PUBLIC SERVICE COMMISSION

Harvey L. Davis
Commission Clerk and Administrative Services Director



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:

CM Utility Systems, L.L.C. d/b/a
Colonies Water Company

Whose principal address is:

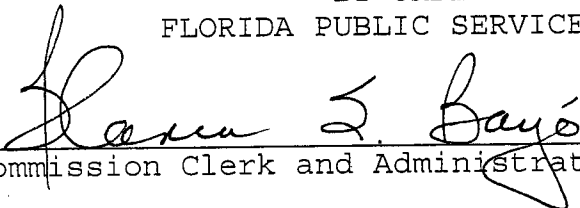
2803 Colonial Drive
Margate, FL 33063 (Broward County)

to provide wastewater service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders 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	PSC-01-1499-FOF-WS	DOCKET	010670-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION


Commission Clerk and Administrative Services Director

