

REQUEST TO ESTABLISH DOCKET

(Please Type)

Date: 5/16/2006

Docket No.: 060397 - WJ

1. Division Name/Staff Name: Ecr/Tiffany Joyce

2. OPR:

3. OCR:

4. Suggested Docket Title: Application for revised tariff sheets, a new Service Availability Policy, and a new Refundable Advance Agreement by Placid Lakes Utilities, Inc.

5. Suggested Docket Mailing List (attach separate sheet if necessary)

- A. Provide NAMES OR ACRONYMS ONLY if a regulated company.
- B. Provide COMPLETE NAME AND ADDRESS for all others. (Match representatives to companies.)

1. Parties and their representatives (if any):

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2. Interested persons and their representatives (if any):

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6. Check one:

- Documentation is attached.
- Documentation will be provided with recommendation.

DOCUMENT NUMBER-DATE

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Document2

FPSC-COMMISSION CLERK

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May 2, 2006

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

HAND DELIVERY

Re: Placid Lakes Utilities, Inc.
Undocketed

Dear Ms. Bayo:

Enclosed for filing on behalf of Placid Lakes Utilities, Inc. ("Placid Lakes") are an original and fifteen copies of the following revised tariff sheets and standard form:

- (1) Proposed changes in legislative and final format to the following tariff sheets:
 - No. 2.0 - - Table of Contents;
 - No. 23.0 - - Schedule of Service Availability Fees and Charges;
 - No. 28.0 - - Index of Service Availability; and
 - No. 29.0 - - Summary of Different Types of Service Availability Charges.
- (2) A new Service Availability Policy (original Sheet Nos. 31.0 - 31.16).
- (3) A new Standard Refundable Advance Agreement which is included as the Appendix to the Service Availability Policy.

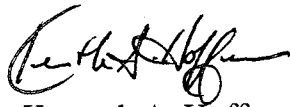
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Page 2
May 2, 2006

Placid Lakes respectfully request that the Commission approve these new and revised tariff sheets.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance with this filing.

Sincerely,



Kenneth A. Hoffman

KAH/rl

Enclosures

cc: Ms. Pam Brewer, with enclosures

Mr. Troy Rendell

placid\bayomay1ltr

~~FOURTH THIRD~~ REVISED SHEET NO. 2.0
CANCELS ~~THIRD SECOND~~ REVISED SHEET NO. 2.0

NAME OF COMPANY PLACID LAKES UTILITIES, INC.

WATER TARIFF

Table of Contents

| | Sheet Number |
|--|------------------|
| Communities Served Listing | 4.0 |
| Index of | |
| Rates and Charges Schedules | 16.0-23.0 |
| Rules and Regulations | 6.0-15.0 |
| Service Availability Policy | 28.0-30.0 |
| Standard Form | 26.0-27.2 |
| Technical Terms and Abbreviations | 5.0-5.1 |
| Territory Served | 3.0 |
| <u>Territory Served</u> | <u>3.0</u> |
| <u>Communities Served Listing</u> | <u>4.0</u> |
| <u>Technical Terms and Abbreviations</u> | <u>5.0-5.1</u> |
| <u>Rules and Regulations</u> | <u>6.0-15.0</u> |
| <u>Rates and Charges Schedules</u> | <u>16.0-23.0</u> |
| <u>Service Availability Policy</u> | <u>28.0-30.0</u> |

LAURA ELOWSKY
ISSUING OFFICER
PRESIDENT
TITLE

FIFTH FOURTH REVISED SHEET NO. 23.0
 CANCELS FOURTH THIRD REVISED SHEET NO. 23.0

NAME OF COMPANY PLACID LAKES UTILITIES, INC.
 WATER TARIFF

SCHEDULE OF SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES
 DESCRIPTION

| | |
|---|---|
| <u>Back-Flow Preventor Installation Fee</u> | \$N/A |
| | |
| <u>Customer Service Connection (Tap-in) Charge</u> | |
| 5/8" X 3/4" metered service | \$460.15 |
| 1" metered service | \$460.15 |
| 1 1/2" metered service | \$460.15 |
| 2" metered service | \$460.15 |
| Over 2" metered service | \$At Cost |
| | |
| <u>Guaranteed Revenue Charge</u> | |
| With Prepayment of Service Availability Charges: | |
| Residential-per ERC/month (___ GPD) | \$N/A |
| All others-per gallon/month | \$N/A |
| Without Prepayment of Service Availability Charges: | |
| Residential-per ERC (___ GPD) | \$N/A |
| All others-per gallon/month | \$N/A |
| <u>Inspection Fee</u> | \$N/A <u>See Service Availability Policy</u> |
| | |
| <u>Main Extension Charge</u> | |
| Residential-per ERC (___ GPD) | \$299.00 |
| All others-per gallon | \$N/A |
| or | |
| Residential-per lot (___ foot frontage) | \$N/A |
| All other-per front foot | \$N/A |
| | |
| <u>Meter Installation Fee</u> | |
| 5/8" x 3/4" | \$283.06 |
| 1" | \$ At Cost |
| 1 1/2" | \$ At Cost |
| 2" | \$ At Cost |
| Over 2" | \$At Cost |
| <u>Plan Review Charge</u> | \$N/A <u>See Service Availability Policy</u> |
| | |
| <u>Plant Capacity Charge</u> | |
| Residential-per ERC (___ GPD) | \$315.00 |
| All others-per gallon | \$N/A |
| | |
| <u>System Capacity Charge</u> | |
| Residential-per ERC (___ GPD) | \$N/A |
| All other-per gallon | \$N/A |

Effective Date: _____, 2006

TYPE OF FILING Service Connection Availability Charges

LAURA ELOWSKY
 ISSUING OFFICER

President
TITLE

SIXTH FIFTH REVISED SHEET NO. 28.0
CANCELS FIFTH FOURTH REVISED SHEET NO. 28.0

NAME OF COMPANY PLACID LAKES UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

| | <u>Sheet Number</u> |
|--|---------------------------------|
| Schedule of Fees and Charges | Go to Sheet No. 23.0 |
| <u>Summary of Different Types of Service Availability Policy Charges</u> | 29.0 |
| <u>Schedule of Allowance for Funds Prudently Invested Charges</u> | 29.1 |
| Table of Daily Flows | 30.0 |
| <u>Service Availability Policy (including Standard Refundable Advance Agreement)</u> | 31.0-31.16 |

LAURA ELOWSKY
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PLACID LAKES UTILITIES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The following charges will be applied if applicable. The charges are subject to change from time to time as deemed necessary by the Commission. These charges are defined as CIAC, and do not entitle the applicant to any rights of ownership. The company will own and maintain the facilities for which these charges are levied.

METER INSTALLATION AND TAP-IN CHARGE

The utility will collect, for water service installations, a fee to cover the cost required to install a meter, including meter boxes, fittings, etc. at the point of delivery and a tap-in fee to cover the costs required to install a service line from the company's main to point of delivery. (See tariff sheet no. 23.0)

MAIN EXTENSION CHARGES

The utility will collect a main extension charge for each new customer applying for service. (See tariff sheet no. 23.0)

PLANT CAPACITY CHARGE

The utility will collect a plant capacity charge for each new customer applying for service. (See tariff sheet no. 23.0)

ALLOWANCE FOR FUNDS PRUDENTLY INVESTED (AFPI)

In addition to the above service availability charges which are considered CIAC, the utility will collect an AFPI charge (which is not considered CIAC) for each new customer applying for service. (See tariff sheet no. 29.1)

EFFECTIVE DATE - _____
TYPE OF FILING - Staff Assisted Rate Case

LAURA ELOWSKY
ISSUING OFFICER

PRESIDENT
TITLE

FOURTH REVISED SHEET NO. 2.0
CANCELS THIRD REVISED SHEET NO. 2.0

NAME OF COMPANY PLACID LAKES UTILITIES, INC.

WATER TARIFF

Table of Contents

| | Sheet Number |
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| Territory Served | 3.0 |
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| Rules and Regulations | 6.0-15.0 |
| Rates and Charges Schedules | 16.0-23.0 |
| Service Availability Policy | 28.0-30.0 |

LAURA ELOWSKY
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PLACID LAKES UTILITIES, INC.
 WATER TARIFF
 SCHEDULE OF SERVICE AVAILABILITY FEES AND CHARGES
 DESCRIPTION

| | |
|---|---------------------------------|
| <u>Back-Flow Preventor Installation Fee</u> | \$N/A |
| <u>Customer Service Connection (Tap-in) Charge</u> | |
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| 1" metered service | \$460.15 |
| 1 1/2" metered service | \$460.15 |
| 2" metered service | \$460.15 |
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| With Prepayment of Service Availability Charges: | |
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| All others-per gallon/month | \$N/A |
| Without Prepayment of Service Availability Charges: | |
| Residential-per ERC (___ GPD) | \$N/A |
| All others-per gallon/month | \$N/A |
| <u>Inspection Fee</u> | See Service Availability Policy |
| <u>Main Extension Charge</u> | |
| Residential-per ERC (___ GPD) | \$299.00 |
| All others-per gallon | \$N/A |
| or | |
| Residential-per lot (___ foot frontage) | \$N/A |
| All other-per front foot | \$N/A |
| <u>Meter Installation Fee</u> | |
| 5/8" x 3/4" | \$283.06 |
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| <u>System Capacity Charge</u> | |
| Residential-per ERC (___ GPD) | \$N/A |
| All other-per gallon | \$N/A |

Effective Date: _____, 2006

TYPE OF FILING Service Availability Charges

LAURA ELOWSKY
 ISSUING OFFICER
President
 TITLE

SIXTH REVISED SHEET NO. 28.0
CANCELS FIFTH REVISED SHEET NO. 28.0

NAME OF COMPANY PLACID LAKES UTILITIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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| Schedule of Fees and Charges | 23.0 |
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| Table of Daily Flows | 30.0 |
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LAURA ELOWSKY
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY PLACID LAKES UTILITIES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The following charges will be applied if applicable. The charges are subject to change from time to time as deemed necessary by the Commission. These charges are defined as CIAC, and do not entitled the applicant to any rights of ownership. The company will own and maintain the facilities for which these charges are levied.

METER INSTALLATION AND TAP-IN CHARGE

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EFFECTIVE DATE - _____
TYPE OF FILING - Staff Assisted Rate Case

LAURA ELOWSKY
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY POLICY

Sheet Number

Index to Service Availability Policy

Terms and Abbreviations

I. Purpose

II. Applicability

III. General Provisions

- 1) Commission approval
- 2) Extension only within certificate service areas
- 3) Extensions where economically and operationally feasible
- 4) Obligations of the company
- 5) General application for service
- 6) On-site facilities
- 7) Refusal of service

IV. Main Extension Rules

- 1) Applications for main extensions
- 2) Rules for extending mains to a Single Residence
or a Single Commercial Facility
- 3) Rules for extending mains to Developer Facilities
- 4) Company extends for its own future benefit

Effective Date: _____, 2006

By: _____
LAURA ELOWSKY
President

SERVICE AVAILABILITY POLICY (Con't)

Sheet Number

- V. Service Availability Charges
- 1) Plant capacity charges
 - 2) Meter Installation charges
 - 3) Service Installation charges
 - 4) Main extension charges
 - 5) Allowance for funds prudently invested (AFPI)
 - 6) Inspection Fee
- VI. Special Conditions
- 1) Refundable Advances
- VII. Schedule of Service Availability Fees and Charges
- Appendix Standard Water Service Agreement

Effective Date: _____

By: _____
LAURA ELOWSKY
President

SERVICE AVAILABILITY POLICY
TERMS & CONDITIONS

- 1.0 **“ACTIVE CONNECTION”** - Means a connection to the Company’s system at the point of delivery of service, whether or not service is currently being provided.
- 2.0 **“BACK FLOW PREVENTOR”** - Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Company by virtue of a cross connection or flow from the Customer’s property into the Company’s system.
- 3.0 **“CONTRIBUTION(S)-IN-AID-OF-CONSTRUCTION” (CIAC)** - Means any amount or item of money, services, or property received by the Company from an Applicant, any portion of which is provided at no cost to the Company, which represents an addition or transfer to the capital of the Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Company’s property, facilities, or equipment used to provide utility services to the public. The term includes plant capacity charges, main extension charges, meter and service installation charges.
- 4.0 **“CONTRIBUTOR”** - Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.
- 5.0 **“CUSTOMER CONNECTION CHARGE”** - Means any payment made to the Company for the cost of installing a connection from the Company’s water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.
- 6.0 **“CUSTOMER INSTALLATION”** - Means all pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the Customer’s side of the “Point of Delivery” and used in connection with or forming part of the installation necessary for rendering water service to the Customer’s premises regardless of whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 7.0 **“DEVELOPER’S AGREEMENT”** - Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer’s property.

Effective Date: _____

By: _____

LAURA ELOWSKY
President

TERMS & ABBREVIATIONS (Con't)

- 8.0 “ECONOMIC FEASIBILITY” - Means a test by which the operating income of the Company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Company will earn a fair return on its investment in the proposed extension.
- 9.0 “EQUIVALENT RESIDENTIAL CONNECTION” (ERC) - Means (a) 350 gallons per day, (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Regulation for a single residential unit.
- 10.0 “GUARANTEED REVENUE AGREEMENT” - Means a written agreement by which an applicant agrees to pay a charge designed to cover the Company’s costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Company or its existing customers.
- 11.0 “HYDRAULIC SHARE” - Means the pro rata share of the capabilities of the Company’s facilities to be made available for service to the contributor. The pro rata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.
- 12.0 “INSPECTION FEE” - Means either the actual or the average cost to the Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Company.
- 13.0 “MAIN EXTENSION CHARGE” - Means a charge made by the Company for the purpose of covering all or part of the Company’s capital costs in extending its off-site water or wastewater facilities to provide service to specified property. The charge is determined on the “Hydraulic Share” basis or other acceptable method reasonably related to the cost of providing the service.

Effective Date: _____

By: _____
LAURA ELOWSKY
President

TERMS & ABBREVIATIONS (Con't)

- 14.0 “METER INSTALLATION FEE” - Means the amount authorized by the Commission which is designed to recover the cost of installing the water measuring device at the Point of Delivery including materials and labor required.
- 15.0 “OFF-SITE FACILITIES” - Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations,
- 16.0 “ON-SITE FACILITIES” - Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer’s property, exclusive of the off-site facilities.
- 17.0 “PLANT CAPACITY CHARGE” - Means the charge made by the Company for each new connection to the system which charge is designed to defray a portion of the cost of the utility system.
- 18.0 “REFUNDABLE ADVANCE” - Means money paid or property transferred to the Company by the Applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made to temporarily defray the Company’s costs so that the proposed extension may be rendered economically feasible and, in turn, so that service may be obtained. As additional Customers connect to the system, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written Agreement.
- 19.0 “SERVICE AVAILABILITY POLICY” - Means the section of the Company’s tariff which sets forth a uniform method of determining the plant capacity charge or other charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.

Effective Date: _____

By: _____
LAURA ELOWSKY
President

- 20.0 “SPECIAL SERVICE AVAILABILITY CONTRACT” - Means an agreement for charges for the extension of service which is not provided for in the Company’s Service Availability Policy.
- 21.0 “TREATMENT FACILITY” - Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of wastewater.
- 22.0 “UTILITY SERVICE FEES” - Means fees that the Company will credit against the Service Availability Charges that are effective at the time application for service is made.

Effective Date: _____

By: _____
LAURA ELOWSKY
President

SERVICE AVAILABILITY POLICY

- I. **PURPOSE** The Company is implementing this Service Availability Policy to set forth the terms and conditions under which the Company will be the sole provider of service from Company facilities to individual or developer Applicants within its Certificated Service Area; and to describe the charges which are intended to defray portions of the costs associated with existing and new facilities of the Company in a fair and nondiscriminatory manner.
- II. **APPLICABILITY** The provisions of this policy are applicable to all Customers and potential customers within the Certificated Service Area of the Company.
- III. **GENERAL PROVISIONS** The following provisions apply to all provision of water service by the Company. No service will be provided until the Company receives the Commission's approval, as provided below, and where applicable, all terms of Section 367.045, Florida Statutes, are met. The Applicant must agree to pay all costs associated with a request for service that requires an expansion of the Company's exclusive service area which is set forth in its Certificate of Authorization.
- (1) **Commission Approval** The terms and conditions of the Company's Service Contracts, Developer's Agreements and Refundable Advance Agreements are subject to the approval of the Commission as outlined below:
- (a) Extensions that are in accordance with the terms and conditions of any standard form approved by the Commission for use with this Service Availability Policy will not need additional Commission approval.
 - (b) Where situations exist that are not provided for in the Company's standard agreements, the Company may enter into a Special Service Availability Contract with a developer or customer(s); provided, however, that the Commission approve said Special Service Availability Contract before any extension is made.

Effective Date: _____

By: _____
LAURA ELOWSKY
President

SERVICE AVAILABILITY POLICY (Con't)

- (c) Approval of any standard agreement does not preclude the Commission from affecting its provisions in the future if, pursuant to Commission approval, the terms and conditions of the Company's Service Availability Policy are changed.
- (2) Extension Only Within Certificated Service Areas The Company will make extensions to its facilities, to all customers within its Certificated Service Area as may be required by one or more customers, provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the Company's investment in providing the service. To this end the Company will require, depending upon the specific circumstances, conveyance of title as described in Section V(3)(b) of this Service Availability Policy, service availability charges, refundable advances, contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.
- (3) Extensions Where Economically and Operationally Feasible If service is requested for property not in the Company's existing Certificated Service Area, the Company may agree to provide service where economically and operationally feasible subject to appropriate approval(s) from regulatory authorities.
- (4) Obligations of the Company As provided in this policy, the Company's obligations are to extend its existing facilities within its Certificated Service Area, and to provide service to all customers within its Certificated Service Area under the terms and conditions herein. The Company will respond to each Applicant within 30 days. Where a proposed main extension is involved, only those services specifically provided for in the Company's Commission-approved Service Contracts, Developer's Agreements or Refundable Advance Agreements, which are properly executed by the Applicant and the Company, shall obligate the Company to perform any task, or furnish any service to an Applicant or any other party.

Effective Date: _____

By: _____
LAURA ELOWSKY
President

SERVICE AVAILABILITY POLICY (Con't)

- (5) General Application for Service The Commission requires that all Applicants for utility services within its certificated area shall make a written request (Application) for the service desired from the Company. This application is notice to the Company that service is desired and an expression of the Applicant's willingness to conform to the Company's policies, tariffs, rules and regulations which are in effect and on file with the Commission.
- (6) On-Site Facilities The Company shall be entitled to inspect all connections (including On-site facilities) to Company facilities. The Applicant shall reimburse the Company for all costs associated with the performance of these inspections.
- (7) Refusal of Service The Company may refuse commencement of service to an Applicant for any of the following reasons:
- (a) Proposed Service is not lawful. The proposed service is not lawful under the current Statutes and Rules of the Commission;
 - (b) Conditions not yet met. A condition of the Service Availability Policy, Service Contract, Developer's Agreement or Refundable Advance Agreement has not yet been met;
 - (c) Adverse effects on existing customers. The proposed service would adversely affect the quality or reliability of service to existing customers (e.g., capacity of existing company facilities is insufficient);
 - (d) Economic feasibility. The proposed service is not economically feasible as defined in Chapter 25-30.515, Florida Administrative Code; or

Effective Date: _____

By: _____
LAURA ELOWSKY
President

SERVICE AVAILABILITY POLICY (Con't)

- (e) Property outside Certificated Service Area. Property for which service is requested is outside of the Company's Certificated Service Area and the Company has determined that extension of its Certificated Service Area is not economically justified.

IV. **MAIN EXTENSION RULES** Where there is not an existing main available, the Company will extend its main to provide service, the Applicant has first entered into a Commission - approved Service Contract, Developer's Agreement or Refundable Advance Agreement with the Company.

(1) **Applications for Main Extensions** Whenever an extension to one of the Company's mains is involved, it shall be in accordance with the following rules:

- (a) Any Applicant shall, in addition to the general application for service, make a written request regarding the specific main extension desired from the Company. Said application, as required by Commission Rules (Chapter 25-30.525, Florida Administrative Code) shall include, but not be limited to the following information, if applicable:
 - 1. A legal description of the property including reference to section, township and range.
 - 2. A drawing of the property showing its boundaries.
 - 3. The present zoning classification of the property.
 - 4. A plat map.
 - 5. Three sets of a site and utility plan (and floor plan for commercial developments).
 - 6. The intended land use of the development, including densities and types of use.

Effective Date: _____

By: _____
LAURA ELOWSKY
President

SERVICE AVAILABILITY POLICY (Con't)

7. The name and address of the person or entity making the application for extension of service.
 8. The nature of the Applicant's title to or interest in the described property.
 9. The date, or estimated date, service will be needed.
- (2) Rules for Extending Mains to a Single Residence or a Single Commercial Facility Where an extension of the Company's facilities is required to provide service to a single residence or a single commercial facility, the Company will furnish a cost estimate of the proposed extension, a preliminary sketch of the extension, and the terms and conditions to be contained in the Service Contract necessary for service to be extended.
- (3) Rules for Extending Mains to Developer Facilities Service to a developer requiring an extension of the Company's facilities will be conducted under the terms and conditions of a Developer's Agreement or a Refundable Advance Agreement wherein the Company will negotiate with the developer whether it will design, construct and install extensions from existing facilities to the property to be served or have the developer undertake these activities. If the company installs the necessary facilities, it will prepare a Developer's Agreement detailing the cost estimate and other items necessary for such extensions to be made. If the developer is to perform the design, construction and installation, the developer must obtain the approval of the Company as outlined in the Commission's Rules. Developer's Agreements are subject to the approval of the Commission and shall be in accordance with the following:
- (a) Existing facilities to a development. If the request is for service to a development, and the provision of service will be by the extension of existing facilities through Company investment, the Company shall be responsible for all engineering, planning, design, and construction.

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- (b) Developer providing facilities. If the request is for service to a development and the developer will be providing the necessary facilities for the extension, or will be paying for the construction of the facilities, the developer shall be responsible for the planning, design, and development drawings shall be in accordance with applicable laws or ordinances. The Company will furnish general construction specifications, an estimate of all costs to be borne by the developer (including all applicable Service Availability Charges) that are in addition to the costs of the facilities the developer is to construct, and a quotation of advances to be made upon execution of a Developer's Agreement. By way of further explanation, the Developer will be responsible for the following:
- (1) Design of new water facilities. The developer will retain the services of a registered professional engineer to prepare all plans and specifications for water facilities (hereinafter "facilities") to connect to the Company's facilities at points designated by the Company. Said plans and specifications must be approved by the Company prior to submission to any regulatory agency for review.
 - (2) Approvals and permits. The developer shall be required to obtain all necessary approvals and permits for construction of the new facilities from the appropriate regulatory agencies.
 - (3) Construction of facilities. The developer will, at its own expense, construct and install all facilities in accordance with the plans and Specifications as approved by the Company. Additionally, the Developer shall be responsible for certifying to the appropriate regulatory agency that the facilities have been installed and tested In accordance with the plans and specifications prepared by the developer's engineer.

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- (4) Warranty on workmanship. The developer shall warrant all facilities against defect in materials and workmanship for a period of one year from the date of acceptance of said facilities by the Company.
- (5) Inspection of facilities. The Company shall have the right to inspect the construction of the facilities and to recommend reasonable changes. Additionally, within sixty (60) days after the completion and certification of the facilities, the Company may perform an inspection of the facilities. The developer shall reimburse the Company for all costs associated with the performance of these inspections, as provided for in this tariff.
- (6) Conveyance of title. Prior to a letter of acceptance being issued by the Company, the developer shall immediately convey title of the facilities to the company, and before accepting the responsibility for operation and maintenance of the facilities, the developer shall provide, without charge to the Company, the following information:
 - (a) Cost Report - which shall detail, as provided for in the National Association of Regulatory Commissioners (NARUC) Uniform System of Accounts, all costs incurred in the construction of the facilities, including engineering, inspection, and administrative costs.
 - (b) Three copies of "As-Built-Plans" - Shall be 24" x 36" Mylar, showing precise location of all lines and appurtenances in relation to an identifiable property line or referenced monument,
 - (c) Easements - as required,
 - (d) Contractor's waiver and release of lien,

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- (e) Contractor's Letter of Warranty or Developer's Contract Bond,
 - (f) Absolute Bill of Sale,
 - (g) All required fees and charges.
- (4) Company extends for its own future benefit If the company installs (or has installed) facilities to provide future capacity in excess of what would normally be required for the requested extension; the incremental cost for this excess capacity shall not be included in cost estimates to Applicants; and shall be the Company investment or recovered by a Refundable Advance Agreement.

V. **SERVICE AVAILABILITY CHARGES** The following charges will be applied, if applicable. The charges are subject to change from time to time as deemed necessary by the Company and the Commission. These charges are defined as CIAC, and do not entitle the Applicant to any rights of ownership. The company will own and maintain the facilities for which these charges are levied. The specific charges, as approved by the Commission and provided in the rates portion of this tariff, are described as follows:

- (1) Plant Capacity Charges. The Company will collect a fee designed to defray a portion of the cost of the facilities not covered in other Service Availability Charges.
- (2) Meter Installation Charges. The Company will collect, for water service installations, a fee to cover the costs required to install a meter, including meter boxes, fittings, etc. at the point of delivery.
- (3) Service Installation Charges. The Company will collect a fee to cover the costs required to install a service line from the Company's main to the point of delivery.

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- (a) Short Service- Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.
 - (b) Long Service- Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.
 - (C) Long Service- Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking Or boring the service line under the street.
- (4) Main Extension Charges. The Company will collect a fee to offset a portion of the cost of the mains. Where there is an existing main available, the charges to the Applicant will be the charges as provided in this tariff. Where there is not an existing main available, the charges to the Applicant for the Company to extend its main to service the Applicant will be the actual cost, which will be recovered either through a Service Contract, Developer's Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval.
- (5) Allowance for Funds Prudently Invested (AFPI). The Company will collect 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

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remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERCs) equal or exceed the capacity of the plant for which the charge is being collected.

- (6) Inspection Fee. As invoiced by the Company.
- (7) Plan Review Charge. As invoiced by the Company.

VI. **SPECIAL CONDITIONS** Under certain circumstances, as outlined below, special funding arrangements will be necessary or have been arranged for payment of the charges described in this Service Availability Policy.

- 9. **Refundable Advances** Where extensions are required for contiguous properties for which service has not yet been provided (hereinafter "Qualified Property") and, where the Company determines that an extension is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers; a separate Refundable Advance Agreement may be undertaken by the Applicant and the Company, at the time of the request for service, to temporarily defray the cost of any off-site extension of mains and other facilities necessary to provide service to the Applicant's property.
 - a. **Basis of Refundable Advance.** The amount of the refundable advance will be based on the actual cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with the Company's plans for service to the immediate surrounding area.
 - b. **Charges Paid by the Applicant.** Charges paid by the Applicant over and above the Applicant's hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of a Commission-approved Refundable Advance Agreement which the Company will execute with the Applicant.

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- c. **Prorated Share of the Capacity.** The Company will collect fees from other Applicants of the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty (60) days of collection of said fees by the Company, a refund of said fees shall be made to the Applicant in accordance with the Refundable Advance Agreement.

 - d. **Limits on Refund.** Notwithstanding any other provisions of this section, the life of the Refundable Advance Agreement shall be as provided in the Agreement, after which time the balance of any possible refund not already made to the Applicant pursuant to the terms and conditions of the Refundable Advance Agreement will be retained by the Company and such Refundable Advance Agreement will be canceled. In no event shall an Applicant recover an amount (without interest) greater than the difference between the capitalized cost of such improvements and the Applicant's own hydraulic share of the cost of such improvements.

VII. SCHEDULE OF SERVICE AVAILABILITY FEES AND CHARGES

Service Availability charges as applicable, are summarized and described on Tariff Sheet No. 29.0 and in Section V of this Service Availability Policy. The actual Service Availability Fees and Charges are set forth on Tariff Sheet No. 23.0, with the exception of the Allowance for Funds Prudently Invested charge which is set forth on Tariff Sheet No. 29.1.

Appendix - - STANDARD REFUNDABLE ADVANCE AGREEMENT

Effective Date: _____

By: _____
LAURA ELOWSKY
President

APPENDIX TO SERVICE AVAILABILITY POLICY

REFUNDABLE ADVANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__ (the "Effective Date"), by and between Placid Lakes Utilities, Inc., a Florida corporation (hereinafter "UTILITY"), and _____ (hereinafter "APPLICANT").

RECITALS

WHEREAS, the APPLICANT desires to receive potable water service from the UTILITY for certain property located in Highlands County, Florida, more particularly described in Exhibit A, attached to and incorporated in this Agreement, and hereinafter referred to as the "Property;" and

WHEREAS, to provide such service, UTILITY must undertake and complete construction of off-site facilities to extend or expand the UTILITY's system to provide water service to such Property; and

WHEREAS, there are contiguous properties adjacent to or near the Property for which service has not yet been provided (the "Qualified Property"); and

WHEREAS, the UTILITY has determined that such extension of off-site facilities is economically justified to provide potable water service to the Property; and

WHEREAS, the off-site facilities necessary to provide service to APPLICANT's Property will be capable of providing water service, upon interconnection with on-site facilities to the Qualified Property; and

WHEREAS, the parties have agreed to enter into this Refundable Advance Agreement to temporarily defray the costs of such off-site extension of mains and other facilities necessary to provide service to the APPLICANT's Property.

NOW, THEREFORE, in consideration of the recitals hereof for and in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration received by each party from the other, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The APPLICANT agrees to pay the amount of _____, reflecting the current estimate of the actual cost of the off-site mains and other facilities necessary to provide service as described above to the Property (the "Refundable Advance Amount"), subject to true-up as described in Paragraph 5 below. Such facilities shall be designed and constructed in accordance with the UTILITY's plans for service to the immediate surrounding area.

2. The Refundable Advance Amount paid by the APPLICANT over and above the amount reflecting the APPLICANT's proportionate hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of this Agreement.

3. The UTILITY will collect fees from other Applicants desiring water service within the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty days of collection of said fees by the Company, a refund of said fees shall be made to the APPLICANT in accordance with this Agreement.

4. Notwithstanding any other provisions of this Agreement, the life of this Agreement shall be for a period of ten years following the Effective Date of the Agreement, after which time the balance of any possible refund not already made to the APPLICANT, or his/her/its Assignee, pursuant to the terms and conditions of this Agreement will be retained by the UTILITY and this Agreement will be cancelled. In no event shall the APPLICANT recover an amount (without interest) greater than the difference between the capitalized costs of the subject off-site improvements and the costs reflecting the APPLICANT's own hydraulic share of the cost of such improvements.

5. The UTILITY shall construct the off-site facilities necessary to provide service to the APPLICANT's Property and the APPLICANT shall be responsible for payment of the estimated costs for the off-site facilities and the installation of said off-site facilities within thirty days after receipt of written notice from the Utility as to the estimated amount of said costs. If the actual cost of such facilities and associated installation costs are different from such estimated costs, the APPLICANT will receive either a refund or an invoice for additional amounts payable from the UTILITY as appropriate. APPLICANT will be responsible for payment of any invoice within thirty days of receipt.

6. All such off-site facilities constructed by the UTILITY pursuant to this Agreement shall be owned by and titled in the name of the UTILITY. As a result of the APPLICANT's payment in full for such off-site facilities, subject to refundable advances as provided herein, the off-site facilities shall be considered contributions-in-aid-of-construction reflecting the fact that such facilities have been contributed by the APPLICANT (and future Applicants) to the UTILITY at no cost to the UTILITY.

7. The APPLICANT may assign its rights under this Agreement subject to the prior written consent of the UTILITY which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the APPLICANT and the UTILITY have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

APPLICANT:

Witness (1)

Signed: _____

Print Name:

Name: _____

Title: _____

Witness(2)

Print Name:

State of Florida
County of _____

The foregoing was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, a/an _____, on behalf of the _____. He/She is personally known to me or has produced _____ (type of identification, with ID number and expiration date) as identification.

Notary Public
Print Name: _____
My Commission Number: _____
Commission Expires: _____

Signed, sealed and delivered in the presence of:

UTILITY:

Witness (1)

Signed: _____

Print Name:

Name: _____

Title: _____

Witness(2)

Print Name:

State of Florida

County of _____

The foregoing was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, a/an _____, on behalf of the _____. He/She is personally known to me or has produced _____ (type of identification, with ID number and expiration date) as identification.

Notary Public

Print Name: _____

My Commission Number: _____

Commission Expires: _____