



**WATER AND WASTEWATER
SERVICE AVAILABILITY
and
MAIN EXTENSION POLICY**



SERVICE AVAILABILITY and MAIN EXTENSION POLICY

WATER TARIFF

NAME OF COMPANY: SOUTHLAKE UTILITIES, INC.

FIRST REVISED SHEET NO. 24.0 CANCELLING ORIGINAL SHEET NO. 24.0

1.0 GENERAL INFORMATION

The Company adopts and incorporates herein by reference Chapters 25-30.510 through 2530.585, Florida Administrative Code (FAC).

2.0 AVAILABILITY

The provisions of this policy are available throughout the Company's territory subject to matter of economic feasibility as defined by Rule 25-30.515(7), FAC. Service hereunder is available only by entering into a Service Availability Agreement between the Company and the Contributor (Developer, Builder, Owner).

3.0 OBLIGATIONS OF COMPANY

It shall be the Company's obligation to analyze, evaluate, and respond to all requests for extension of its services where extensions to specific locations are requested as set forth in Rule 25-30.530, FAC. Once the Contributor has provided the Company all of the information that is necessary for the Company to evaluate the extension of service, it shall be the Company's obligation to comply with the requirements of Rule 25-30.530, FAC. The Company shall be obligated to furnish water service to a Contributor only (1) as a result of and under the terms of a properly executed Service Availability Agreement (also known as a Developer Agreement) and (2) when it is economically feasible to do so. No letter of intent or letter of available capacity given at the request of a Contributor shall obligate the Company to provide service or be relied on by any third party as a representation that the Company is obligated to provide service. The Company reserves the right to refuse connection and to deny the commencement of service to any Contributor seeking to be connected to portions of the system of the Company until such time as the provisions of this Service Availability Policy and the Service Availability Agreement, Developer Agreement or Special Service Availability Contract have been fully met by Contributor.

4.0 OBLIGATIONS OF CONTRIBUTOR OR OWNER

It shall be the Contributor's obligation to provide the Company with all the information the Company needs in order to evaluate the feasibility and cost of providing service. Such information shall include, but not be limited to (1) location of project, (2) survey of property, (3) complete plans and specifications of project, (4) flow data, (5) type of facilities, (6) metering arrangement, (7) size of project, (8) description of waste to be discharged into the Company's wastewater system, including chemical analysis of such wastewater if it is other than domestic wastewater, (9) complete legal names of the Contributor and/or owner, including addresses, type of business entity, and state in which said entity was created, (10) estimated date that service is needed, (11) type of services requested, (12) landscape irrigation watering plan, etc.

(Continued on Sheet No. 25.0)

Jeffrey Cagan President

FIRST REVISED SHEET NO. 25.0 CANCELLING ORIGINAL SHEET NO. 25.0

NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WATER TARIFF

(Continued from Sheet No. 24.0)

It shall be the Contributor's responsibility to execute all water and wastewater agreements, contracts, and easements, which are necessary in order for the Company to provide service to the Contributor's property and/or project. Contributor shall be responsible for obtaining all governmental approvals or permits necessary to construct new facilities. Contributor is responsible for errors or changes in engineering information furnished to the Company when such error or change results in increased cost to the Company for any construction which the Company may undertake in connection with installing facilities or which would necessitate a new design or redesign of plans. Prior to the provision of a permanent service, Contributor shall cause to be corrected all defects in facilities which it or its agents have constructed. Contributor shall correct all defects in facilities which it or its agents have constructed and transferred to the Company for the twelve (12) months following the acceptance and transfer of such facilities. The Company may require that the property upon which new facilities are to be installed shall be brought to finished grade, and may further require that all drainage facilities and similar construction which might interfere with the new facilities shall be completed prior to the commencement of construction of said new facilities.

5.0 REQUIREMENT FOR PAYMENT OF CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION (CIAC)

The Company requires payment of CIAC by cash payments, through the transfer of water transmission, distribution and appurtenant facilities, and/or wastewater collection and appurtenant facilities which have been installed by the Contributor, or through a combination of both cash payments and transfer of such facilities to the Company.

6.0 ON-SITE FACILITIES

On-site transmission, distribution, collection, and other water and wastewater facilities will be provided by the Contributor pursuant to the requirements and specifications of the Company. All designs shall be coordinated to coincide with the Company's master plan for service to the area. All plans and specifications shall be approved by the Company prior to commencement of any construction. These facilities shall be conveyed to the Company by a bill of sale together with perpetual rights-of-way and easements for appropriate access to facilities as well as complete as-built plans. for all such lines and facilities together with accurate cost records establishing the construction costs of all the Company facilities as a condition precedent to their acceptance by the Company and the initiation of service.

7.0 OFF-SITE FACILITIES

Off-site transmission, distribution, collection, and other water and wastewater facilities, excluding treatment facilities, shall be provided by the Contributor in accordance with the Company's specifications. All designs shall be coordinated to coincide with the Company's master plan for service to the area. All plans and specifications shall be approved by the Company prior to commencement of any construction. Off-site water and wastewater facilities shall be conveyed to the Company by bill of sale with necessary maintenance and replacement easements and rights-of-way together with as-built drawings of the facilities and accurate cost records establishing the construction cost of the facilities, to include material, labor, engineering, administrative, and other related costs, as a condition precedent to their acceptance by the Company and the initiation of service.

(Continued on Sheet No. 26.0)

Jeffrey Cagan President

FIRST REVISED SHEET NO. 26.0 CANCELLING ORIGINAL SHEET NO. 26.0

NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WATER TARIFF

(Continued from Sheet No. 25.0)

The Company shall cause to be constructed or upgraded at Contributor's cost all lines and "mains, valves, appurtenances, manholes and lift stations necessary, in the discretion of the Company, to serve the Contributor's development in accordance with plans approved by all necessary governmental or regulatory bodies and the Company. Contributor shall advance the cost of construction or upgrading of said facilities at execution of the Service Availability Agreement or not less than ten (10) days prior to the commencement of construction of the development.

It is the Company's policy to apportion the cost of off-site main transmission, collection or distribution lines and other facilities pro-rata to the Contributor owning property receiving service from such lines located outside of Contributor's property. Since each Contributor draws from the capacity of such lines each Contributor shall pay its property's share of the cost of the off-site main transmission, collection or distribution lines and other facilities through which service is rendered to Contributor's property. This portion of the Company's Service Availability Policy is referred to herein as "Developer's Line Demand Cost."

8.0 REFUNDABLE ADVANCES

If the off-site or on-site facilities can serve other areas than those of the Contributor, the Company may require that they be oversized to enable service to be provided to additional territory and that the Contributor advance the cost of such oversized facilities. The cost for over sizing will be refunded by the Company as refundable advances without interest over a period not to exceed seven years solely from contributions towards said refundable advance paid by other Contributors connecting to the main or mains either by a hydraulic share or front footage basis.

Where the ownership of a residence has changed and the Contributor thereof is entitled to a refund, the refund shall be paid as determined in accordance with the Service Availability Agreement unless said agreement has been properly assigned to the owner of the residence as of the date of collection of the refund.

In no event shall Contributor recover in refunds an amount greater than the difference between the capitalized cost of such off-site improvements and Contributor's own share of such improvements.

9.0 APPROVAL OF CONTRACTORS

When the on-site or off-site facilities are to be constructed by the Contributor, the Company shall have the right to approve the proposed contractors with regard to their competency to construct the proposed on-site or off-site facilities. Such approval shall not be unreasonably withheld by the Company.

10.0 INSURANCE

As a prerequisite to the construction of any on-site or off-site facilities by the Contributor, the Company may require the Contributor to obtain and maintain liability and property damage insurance in amounts considered adequate by the Company. The insurance policies shall name and protect the Company from contingent liability arising from the construction activities.

(Continued on Sheet No. 27.0)

Jeffrey Cagan President

FIRST REVISED SHEET NO. 27.0 CANCELLING ORIGINAL SHEET NO. 27.0

NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WATER TARIFF

(Continued from Sheet No. 26.0)

11.0 PERFORMANCE BOND

As a prerequisite to the construction of any off-site facilities by the Contributor, the Company may require that the Contributor obtain and maintain a performance bond in an amount to guarantee the completion of the off-site facilities.

12.0 DAMAGE TO EXISTING FACILITIES

The Company may require that the Contributor repair or reimburse the Company at the Company's option for damage to the Company's existing facilities by the construction activities of the Contributor. The Contributor shall also be responsible for damage to any other Company facilities or to roadways, sidewalks, driveways, drainage facilities, or to landscaping.

13.0 PLANT CAPACITY CHARGE

The Company requires that all Contributors pay for a pro rata share of the cost of the Company's water and wastewater treatment plant facilities whether the facilities have been constructed or not. Such charges to Contributors pursuant to this policy are calculated based upon the estimated demand of a Contributor's proposed installations and improvements upon the treatment facilities of the Company and are computed by multiplying the number of calculated equivalent residential connections by the plant capacity reservation charges reflected on Sheet No. 32. Connections for irrigation systems shall require a separate plant capacity charge.

If the experience of a non residential Contributor, after twelve months of actual usage, exceeds the estimated gallons on which the plant capacity charges are computed, the Company shall have the right to collect additional CIAC. The twelve month period shall commence when certificates of occupancy have been issued for the Contributor's entire project.

14.0 METER INSTALLATION FEE

The Company will furnish and supply all water meters used in its system in the interest of standardization and uniformity.

The Company will charge each person requesting water service a fee to offset the Company's cost of the meter, appurtenances, and cost of installation if applicable for the size meter required by the use characteristics of the property and the Customer to be served as determined by the Company. This fee will be paid by the Customer for the meter and meter installation and shall be charged only one time for the meter and its installation at anyone location. Requests to exchange meters of a larger size will result in a charge to the Customer of the difference between the existing smaller size meter and the requested larger size meter plus applicable installation costs. The fees required for meter installations are listed on Sheet No. 16.0.

The charge for one and one-half inch (1 1/2") and larger meters will be based upon the estimated actual cost of the meter or meters plus the cost of installation. Where actual costs differ from estimates, the difference will be refunded by the Company if the total cost was less than the estimate, or paid by the Contributor prior to the initiation of water service if the actual cost exceeds the estimated cost.

(Continued on Sheet No. 28.0)

Jeffrey Cagan President

FIRST REVISED SHEET NO. 28.0 CANCELLING ORIGINAL SHEET NO. 28.0

NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WATER TARIFF

(Continued from Sheet No. 27.0)

The Contributor will be furnished a copy of the invoice at the time of installation, or as soon thereafter as possible, upon request.

15.0 CUSTOMER SERVICE LINE INSTALLATION CHARGE

When it is necessary to install a Customer service line from an existing main to the service connection, a Customer service line installation charge shall be levied against that individual Customer. The amount of the charge will be the cost as determined by the Company. If the mains of the Company are not located perpendicular to the Service Connection, the Contributor requesting the service shall pay the full cost associated with constructing an extension of said main or mains to a point perpendicular to the Service Connection.

16.0 PLAN REVIEW AND INSPECTION FEE

Engineering plans or designs for, or construction of facilities by the Contributor which are to become a part of the Company's system, will be subject to review and inspection by the Company. For this service, the Company may charge plan review and inspection fees based upon the actual or average cost of the Company for review of plans and inspection of facilities constructed by the Contributor or independent contractor for connection with the facilities of the Company. At the Company's option, the Company may set the plan review and inspection fees as a certain percentage of the costs of the extension of facilities. Such review and inspection fees shall be paid by the Contributor in addition to all other charges above stated, as a condition precedent to service.

17.0 INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Contributor or its plumbing contractor to connect the Contributor's plumbing installation with the water transmission and distribution and/or wastewater collection system. The Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Company's rules governing such connections.

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

18.0 ALLOWANCE FOR FUNDS PRUDENTLY INVESTED

Held for future use.

(Continued on Sheet No. 29.0)

Jeffrey Cagan President

FIRST REVISED SHEET NO. 29.0 CANCELLING ORIGINAL SHEET NO. 29.0

NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WATER TARIFF

(Continued from Sheet No. 28.0)

19.0 EXTENSION OF SERVICE OUTSIDE TERRITORY

Providing service outside the Company's territory involves formal notice and formal proceedings before the Commission and therefore entails engineering, administrative and legal expenses in addition to cost incurred by the Company providing service within its territory. The Company, will therefore, not be obligated to provide service outside the territory unless the Contributor agrees in advance, to defray those initial expenses and to pay the estimated costs thereof. The advancement will be adjusted to conform with actual expenses after the proceedings have been completed. The Company will further make such extensions outside the territory only if the extensions and treatment plant reservation or expansion to serve such extension are economically feasible.

20.0 TAX-IMPACT OF CIAC

HELD FOR FUTURE USE

21.0 SPECIAL CONTRACTS

The Company will require special contracts for service to areas of development when the economic feasibility (as defined by Rule 25-30.515(7), FAC) of service to such areas is not met by application of the above provisions. Such special contracts may entail refundable advances, guaranteed revenues or other special deposits in order to make the main extensions to such areas feasible, and will be prepared at the Contributor's expense.

Any special contract entered into will be filed with the Commission and is subject to its approval.

22.0 DEVELOPER'S AGREEMENTS REQUIRED

The Contributor may be required to execute a Developer's Agreement setting forth such reasonable provisions governing the Contributor's and the Company's responsibilities pertaining to the installation of service facilities; the interconnection of plumber's lines with facilities of the Company; the manner and method of payment of CIAC; matters of exclusive service rights by the Company; standards of construction or specifications; time commitments to "take and use water service;" engineering errors. and omissions, rules, regulations and procedures of the Company; prohibitions against improper use of the Company's facilities; and other matters normally associated with and contained in Developer's Agreements. After the Company has responded to Contributor's application, Contributor and the Company may enter into a Service Availability Agreement. Said Service Availability Agreement must be fully executed by all parties and payment must be received by the Company prior to the Company's being obligated to provide or providing water service to Contributors. This obligation is subject to the Company's ability, after due diligence, to obtain all necessary permits and approvals, from all concerned regulatory agencies. No service shall be commenced prior to Contributor executing a Service Availability Agreement or Developer Agreement and fulfilling all conditions under said agreement. Nothing contained in such Developer's Agreements shall be in conflict with this Service Availability Policy as included in the Company's tariff on file with the Commission.

(Continued on Sheet No. 30.0)

Jeffrey Cagan President

NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WATER TARIFF

(Continued from Sheet No. 29.0)

In the event that the Contributor seeks an agreement other than the Company's standard agreement or Contributor's actions require the Company to utilize legal counsel to address in standard and non standard agreements, or other issues raised by Contributor, the Contributor will be required to pay all actual costs for services of the Company's legal counsel to respond to said actions and Issues, including but not limited to drafting and preparing such agreements. A copy of each agreement shall be filed with the Commission in accordance with Rule 25-30.550(1), FAC.

23.0 RESTRICTIVE COVENANT

The Company may require the Contributor to execute a restrictive covenant running with the Contributor's property which will provide the Company with the sole and exclusive right to provide water and wastewater service to the Contributor's property.

24.0 ADJUSTMENT PROVISIONS

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

25.0 OWNERSHIP OF FACILITIES

All new facilities connected to the existing facilities of the Company up to the Service Connection shall be the property of the Company, and it shall be the responsibility of the Company to operate and maintain said new facilities in keeping with their intended engineering design. Any facilities in the category of "consumer's lines" or "plumber's lines" located on the Consumer's side of the Service Connection shall not be transferred to the Company and shall remain the property of Contributor, a subsequent occupant or their successors and assigns. Such facilities shall remain the maintenance responsibility of Contributor or subsequent customer. Such facilities shall also include all fire flow detection devices and backflow prevention devices whether installed by the Company or by Contributor. Contributor is solely responsible for the cost of such lines located on the Contributor's side of the Service Connection.

26.0 PUBLIC AND PRIVATE EASEMENTS

All mains and lines shall be located in public dedicated rights-of-way and/or public dedicated utility easements adjacent to public dedicated rights-of-way where necessary. The Company shall obtain applicable state and local permits which may be a prerequisite to placing such facilities in the public ways. Contributors shall grant to the Company any and all easements necessary for the operation and maintenance of the Company's utility system at no cost to the Company. The easements shall include a minimum of ten (10) feet on all sides of all facilities for the Company's ease of ingress and egress, provided, however, that the Company may require larger easements when the Company predetermines that it is appropriate. Such easements shall be recorded by grantors prior to the Company's providing service as per agreement and shall be satisfactory to the Company. Contributor, its successors and assigns shall maintain such easements free and clear of all obstructions.

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Jeffrey Cagan President

ORIGINAL SHEET NO. 31.0

NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WATER TARIFF

(Continued from Sheet No. 30.0)

27.0 PLANT SITES

The Company may require Contributor to convey in fee to the Company at no cost to the Company adequately sized parcels of land to accommodate all facilities, including but not limited to treatment plants, pumping stations and other facilities as may be necessary in the opinion of the Company's engineers to render adequate service to all properties within the Territory, together with ingress and egress to such facilities.

28.0 LIMITATION OF LIABILITY

The Company shall not be liable to any customer or Contributor as a result of injury to property or person, which said injury was created by "Force Majeure". The term "Force Majeure as employed herein shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein, not within the control of the Company and which by exercise of due diligence the Company is unable to overcome. Further, in no event shall the Company be liable to any customer, the Contributor for any consequential, incidental or punitive damages as a result of injury to property or person, regardless whether said injury was the result of acts of or within the control of the Company or others.

29.0 BACK-FLOW PREVENTOR INSTALLATION

The Company may require the installation of appropriate Back-Flow Prevention Devices. General Services customers shall install, own, and maintain the Back-Flow Prevention Devices at their cost and the Company shall have the right to inspect the Back-Flow Prevention Devices. The Company may install, at the customer's cost, or require to be installed by Contributor, its successors and assigns, Back-Flow Prevention devices, when necessary or desirable, for Residential Service customers. Contributors and such Residential Service customers shall own and maintain such Back-Flow Prevention devices.

(Continued on Sheet No. 32.0)

Jeffrey Cagan President

NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WATER TARIFF

ORIGINAL SHEET NO. 32

TABLE OF DAILY FLOWS FOR VARIOUS OCCUPANCY

<u>Types of Building Usages</u>	<u>Water</u>	<u>Wastewater</u>
Apartments	250gpd (1)	235 gpd
Bars and Cocktail Lounges	10 gpcd (2)	10 gpcd
Boarding Schools (Students and Staff)	75 gpcd	75 gpcd
Bowling Alleys (toilet wastes only, per lane)	200 gpd	200 gpd
Country Clubs (per member)	50 gpcd	50 gpcd
Day Schools (Students and Staff)	20 gpcd	20 gpcd
Drive-In Theaters (per car space)	5 gpd	5 gpd
Factories, with showers	30 gpcd	30 gpcd
Factories, no showers (per 100 square feet)	10 gpcd	10 gpcd
Hospitals, with laundry (per bed)	250 gpd	250 gpd
Hospitals, no laundry (per bed)	200 gpd	200 gpd
Hotel and Motels (per room and unit)	200 gpd	200 gpd
Laundromat (per washing machine)	225 gpd	225 gpd
Mobile Home Parks (per trailer)	300 gpd	235 gpd
Movie Theaters, Auditoriums, Churches (per seat)	5 gpd	5 gpd
Nursing Homes (per 100 SF)	150 gpd	150 gpd
Office Buildings (per 100 square feet)	10 gpd	10 gpd
Public Institutions (other than those listed)	75 gpcd	75 gpcd
Restaurants (per seat)	50 gpcd	50 gpcd
<u>Single Family Residential:</u>		
5/8 x 3/4" Meter	350 gpd	
1" Meter	600 gpd	
1 1/2" Meter	1,150 gpd	
Wastewater		300 gpd
Townhouse Residence	315 gpd	300 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd	3 gpd
Stores, without kitchen wastes (per 100 square feet)	5 gpd	5 gpd
Speculative Buildings	30 gpd	30 gpd
plus (per 100 square feet)	10 gpd	10 gpd
Warehouses	30 gpd	30 gpd
plus (per 1,000 square feet)	10 gpd	10 gpd

(1) gpd = gallons per day

(2) gpcd = gallons per capita per day

NOTE: Wastewater gallonage refers to sanitary wastewater flow on unit basis for average daily flow in gallons per day.



SERVICE AVAILABILITY and MAIN EXTENSION POLICY

WASTEWATER TARIFF

NAME OF COMPANY: SOUTHLAKE UTILITIES, INC.

FIRST REVISED SHEET NO. 22.0 CANCELLING ORIGINAL SHEET NO. 22.0

SERVICE AVAILABILITY and MAIN EXTENSION POLICY

1.0 GENERAL INFORMATION

The Company adopts and incorporates herein by reference Chapters 25-30.510 through 25-30.585, Florida Administrative Code (FAC).

2.0 AVAILABILITY

The provisions of this policy are available throughout the Company's territory subject to matter of economic feasibility as defined by Rule 25-30.515(7), FAC. Service hereunder is available only by entering into a Service Availability Agreement between the Company and the Contributor (Developer, Builder, Owner).

3.0 OBLIGATIONS OF COMPANY

It shall be the Company's obligation to analyze, evaluate, and respond to all requests for extension of its services where extensions to specific locations are requested as set forth in Chapter 25-30.530, F AC. Once the Contributor has provided the Company all of the information that is necessary for the Company to evaluate the extension of service, it shall be the Company's obligation to comply with Rule 25-30.530, FAC. The Company shall be obligated to furnish service to a Contributor only (1) as a result of and under the terms of a properly executed Service Availability Agreement (also known as a Developer Agreement and (2) when it is economically feasible to do so. No letter or intent or letter of available capacity given at the request of a Contributor shall obligate the Company to provide service or be relied on by any third party as a representation that the Company is obligated to provide service. The Company reserves the right to refuse connection and to deny the commencement of service to any Contributor seeking to be connected to portions of the system of the Company until such time as the provisions of this Service Availability Policy and the Service Availability Agreement, Developer Agreement or Special Service Availability Contract have been fully met by Contributor.

4.0 OBLIGATIONS OF CONTRIBUTOR OR OWNER

It shall be the Contributor's obligation to provide the Company with all the information the Company needs in order to evaluate the feasibility and cost of providing service. Such information shall include, but not be limited to (1) location of project, (2) survey of property, (3) complete plans and specifications of project, (4) flow data, (5) type of facilities, (6) metering arrangement, (7) size of project, (8) description of waste to be discharged into the Company's wastewater system, including chemical analysis of such wastewater if it is other than domestic wastewater, (9) complete legal names of the Contributor and/or owner, including addresses, type of business entity, and state in which said entity was created, (10) estimated date that service is needed, (11) type of services requested, (12) landscape irrigation watering plan, etc.

It shall be the Contributor's responsibility to execute all water and wastewater agreements, contracts, and easements, which are necessary in order for the Company to provide service to the Contributor's

(Continued on Sheet No. 23.0)

Jeffrey Cagan President

NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WASTEWATER TARIFF

(Continued from Sheet No. 22.0)

property and/or project. Contributor shall be responsible for obtaining all governmental approvals or permits necessary to construct new facilities. Contributor is responsible for errors or changes in engineering information furnished to the Company when such error or change results in increased cost to the Company for any construction which the Company may undertake in connection with installing facilities or which would necessitate a new design or redesign of plans. Prior to the provisions of a permanent service, Contributor shall cause to be corrected all defects in facilities which it or its agents have constructed. Contributor shall correct all defects in facilities which it or its agents have constructed and transferred to the Company for the twelve (12) months following the acceptance and transfer of such facilities. The Company may require that the property upon which new facilities are to be installed shall be brought to finished grade, and may further require that all drainage facilities and similar construction which might interfere with the new facilities shall be completed prior to the commencement of construction of said new facilities.

5.0 REQUIREMENT FOR PAYMENT OF CONTRIBUTIONS-IN-AID-OF-CONSTRUCTION (CIAC)

The Company requires payment of CIAC either by cash payments, through the transfer of wastewater transmission, distribution and appurtenant facilities, and/or wastewater collection and appurtenant facilities which have been installed by the Contributor or through a combination of both cash payments and transfer of such facilities to the Company.

6.0 ON-SITE FACILITIES

On-site transmission, distribution, collection, and other water and wastewater facilities will be provided by the Contributor pursuant to the requirements and specifications of the Company. All designs shall be coordinated to coincide with the Company's master plan for service to the area. All plans and specifications shall be approved by the Company prior to commencement of any construction. These facilities shall be conveyed to the Company by a bill of sale together with perpetual rights-of-way and easements for appropriate access to facilities as well as complete as-built plans for all such lines and facilities together with accurate cost records establishing the construction costs of all the Company facilities as a condition precedent to their acceptance by the Company and the initiation of service.

7.0 OFF-SITE FACILITIES

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The Company shall cause to be constructed or upgraded at Contributor's cost all lines and mains, valves, appurtenances, manholes and lift stations necessary, in the discretion of the Company, to

(Continued on Sheet No. 24.0)

Jeffrey Cagan President

NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WASTEWATER TARIFF

(Continued from Sheet No. 23.0)

serve the Contributor's development in accordance with plans approved by all necessary governmental or regulatory bodies and the Company. Contributor shall advance the cost of construction or upgrading of said facilities at execution of the Service Availability Agreement or not less than ten (10) days prior to the commencement of construction of the development.

It is the Company's policy to apportion the cost of off-site main transmission, collection or distribution lines and other facilities pro-rata to the Contributor owning property receiving service from such lines located outside of Contributor's property. Since each Contributor draws from the capacity of such lines each Contributor shall pay its property's share of the cost of the off-site main transmission, collection or distribution lines and other facilities through which service is rendered to Contributor's property. This portion of the Company's Service Availability Policy is referred to herein as "Developer's Line Demand Cost."

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Where the ownership of a residence has changed and the Contributor thereof is entitled to a refund, the refund shall be paid as determined in accordance with the Service Availability Agreement unless said agreement has been properly assigned to the owner of the residence as of the date of collection of the refund.

In no event shall Contributor recover in refunds an amount greater than the difference between the capitalized cost of such off-site improvements and Contributor's own share of such improvements.

9.0 APPROVAL OF CONTRACTORS

When the on-site or off-site facilities are to be constructed by the Contributor, the Company shall have the right to approve the proposed contractors with regard to their competency to construct the proposed on-site or off-site facilities. Such approval shall not be unreasonably withheld by the Company.

10.0 INSURANCE

As a prerequisite to the construction of any on-site or off-site facilities by the Contributor, the Company may require the Contributor to obtain and maintain liability and property damage insurance in amounts considered adequate by the Company. The insurance policies shall name and protect the Company from contingent liability arising from the construction activities.

[Continued on Sheet No. 25.0)

Jeffrey Cagan President

11.0 PERFORMANCE BOND

As a prerequisite to the construction of any off-site facilities by the Contributor, the Company may require that the Contributor obtain and maintain a performance bond in an amount to guarantee the completion of the off-site facilities.

12.0 DAMAGE TO EXISTING FACILITIES

The Company may require that the Contributor repair or reimburse the Company at the Company's option for damage to the Company's existing facilities by the construction activities of the Contributor. The Contributor shall also be responsible for damage to any other Company facilities or to roadways, sidewalks, driveways, drainage facilities, or to landscaping.

13.0 PLANT CAPACITY CHARGE

The Company requires that all Contributors pay for a pro rata share of the cost of the Company's water and wastewater treatment plant facilities whether the facilities have been constructed or not. Such charges to Contributors pursuant to this policy are calculated based upon the estimated demand of a Contributor's proposed installations and improvements upon the treatment facilities of the Company and are computed by multiplying the number of calculated equivalent residential connections by the plant capacity reservation charges reflected on Sheet No. 30.0.

If the experience of a non residential Contributor, after twelve months of actual usage, exceeds the estimated gallons on which the plant capacity charges are computed, the Company shall have the right to collect additional CIAC. The twelve month period shall commence when certificates of occupancy have been issued for the Contributor's entire project.

14.0 PLANT CAPACITY BASED ON WASTEWATER STRENGTH

All plant capacity charges as outlined in Paragraph 13.0 are based on formal domestic wastewater defined herein as containing not more than 200 parts per million (ppm) bio-chemical oxygen demand (BOD), or 200 ppm SS. Whenever actual or estimated waste which contains more than these amounts is to be admitted into the wastewater collection system, the Company must specifically agree to the connection. The plant capacity charges will be calculated in direct proportion to strength for each ppm of either BOD or SS over 200 ppm. All such connections shall provide for a suitable point for the waste to be sampled by the Company or the regulatory agencies.

15.0 CUSTOMER SERVICE LINE INSTALLATION CHARGE

When it is necessary to install a Customer service line from an existing main to the service connection, a Customer service line installation charge shall be levied against that individual Customer. The amount of the charge will be the cost as determined by the Company. If the mains of the Company are not located perpendicular to the Service Connection, the Contributor requesting the service shall pay the full cost associated with constructing an extension of said main or mains to a point perpendicular to the Service Connection.

16.0 PLAN REVIEW AND INSPECTION FEE

Engineering plans or designs for, or construction of facilities by the Contributor which are to become a part of the Company's system, will be subject to review and inspection by the Company. For this service, the Company may charge plan review and inspection fees based upon the actual or average

(Continued on Sheet No. 26.0)

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FIRST REVISED SHEET NO. 26.0 CANCELLING ORIGINAL SHEET NO. 26.0

NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WASTEWATER TARIFF

(Continued from Sheet No. 25.0)

cost of the Company for review of plans and inspection of facilities constructed by the Contributor or independent contractor for connection with the facilities of the Company. At the Company's option, the Company may set the plan review and inspection fees as a certain percentage of the costs of the extension of facilities.

17.0 INSPECTION OF PLUMBER'S HOOK-UP

It shall be the responsibility of the Contributor or its plumbing contractor to connect the Contributor's plumbing installation with the water transmission and distribution and/or wastewater collection system. The Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with the Company's rules governing such connections.

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

18.0 ALLOWANCE FOR FUNDS PRUDENTLY INVESTED

HELD FOR FUTURE USE.

19.0 EXTENSION OF SERVICE OUTSIDE TERRITORY

Providing service outside the Company's territory involves formal notice and formal proceedings before the Commission and therefore entails engineering, administrative and legal expenses in addition to cost incurred by the Company providing service within its territory. The Company, will therefore, not be obligated to provide service outside the territory unless the Contributor agrees in advance, to defray those initial expenses and to pay the estimated costs thereof. The advancement will be adjusted to conform with actual expenses after the proceedings have been completed. The Company will further make such extensions outside the territory only if the extensions and treatment plant reservation or expansion to serve such extension are economically feasible.

20.0 TAX-IMPACT OF CIAC

HELD FOR FUTURE USE

(Continued on Sheet No. 27.0)

Jeffrey Cagan President

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NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WASTEWATER TARIFF

(Continued from Sheet No. 26.0)

21.0 SPECIAL CONTRACTS

The Company will require special contracts for service to areas of development when the economic feasibility (as defined by Rule 25-30.515(7), FAC) of service to such areas is not met by application of the above provisions. Such special contracts may entail refundable advances, guaranteed revenues or other special deposits in order to make the main extensions to such areas feasible, and will be prepared at the Contributor's expense.

Any special contract entered into will be filed with the Commission and is subject to its approval.

22.0 DEVELOPER'S AGREEMENTS REQUIRED

The Contributor may be required to execute a Developer's Agreement setting forth such reasonable provisions governing the Contributor's and the Company's responsibilities pertaining to the installation of service facilities; the interconnection of plumber's lines with facilities of the Company; the manner and method of payment of CIAC; matters of exclusive service rights by the Company; standards of construction or specifications; time commitments to "take and use wastewater service;" engineering errors and omissions, rules, regulations and procedures of the Company; prohibitions against improper use of the Company's facilities; and other matters normally associated with and contained in Developer's Agreements. After the Company has responded to Contributor's application, Contributor and the Company may enter into a Service Availability Agreement. Said Service Availability Agreement must be fully executed by all parties and payment must be received by the Company prior to the Company's being obligated to provide or providing wastewater service to Contributors. This obligation is subject to the Company's ability, after due diligence, to obtain all necessary permits and approvals, from all concerned regulatory agencies. No service shall be commenced prior to Contributor executing a Service Availability Agreement or Developer Agreement and fulfilling all conditions under said agreement. Nothing contained in such Developer's Agreements shall be in conflict with this Service. Availability Policy as included in the Company's tariff on file with the Commission.

In the-event that the Contributor seeks an agreement other than the Company's standard agreement or Contributor's actions require the Company to utilize legal counsel to address issues regarding standard and non standard agreements, or other issues raised by Contributor, the Contributor will be required to pay all actual costs for services of the Company's legal counsel to respond to said actions and Issues, including but not limited to drafting and preparing such agreements. A copy of each agreement shall be filed with the Commission in accordance with Rule 25-30.550(1), FAC.

23.0 RESTRICTIVE COVENANT

The Company may require the Contributor to execute a restrictive covenant running with the

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NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WASTEWATER TARIFF

(Continued from Sheet No. 27.0)

Contributor's property which will provide the Company with the sole and exclusive right to provide water and wastewater service to the Contributor's property.

24.0 ADJUSTMENT PROVISIONS

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

25.0 OWNERSHIP OF FACILITIES

All new facilities connected to the existing facilities of the Company up to the Service Connection shall be the property of the Company, and it shall be the responsibility of the Company to operate and maintain said new facilities in keeping with their intended engineering design. Any facilities in the category of "consumer's lines. or "plumber's lines. located on the Consumer's side of the Service Connection shall not be transferred to the Company and shall remain the property of Contributor, a subsequent occupant or their successors and assigns. Such facilities shall remain the maintenance responsibility of Contributor or subsequent customer. Such facilities shall also include all fire flow detection devices and backflow prevention devices whether installed by the Company or by Contributor. Contributor is solely responsible for the cost of such lines located on the Contributor's side of the Service Connection.

26.0 PUBLIC AND PRIVATE EASEMENTS

All mains and lines shall be located in public dedicated rights-of-way and/or public dedicated utility easements adjacent to public dedicated rights-of-way where necessary. The Company shall obtain applicable state and local permits which may be a prerequisite to placing such facilities in the public ways. Contributors shall grant to the Company any and all easements necessary for the operation and maintenance of the Company's utility system at no cost to the Company. The easements shall include a minimum of ten (10) feet on all sides of all facilities for the Company's ease of ingress and egress, provided, however, that the Company may require larger easements when the Company determines that it is appropriate. Such easements shall be recorded by grantors prior to the Company's providing service as per agreement and shall be satisfactory to the Company. Contributor, its successors and assigns shall maintain such easements free and clear of all obstructions.

27.0 PLANT SITES

The Company may require Contributor to convey in fee to the Company at no cost to the Company adequately sized parcels of land to accommodate all facilities, including but not limited to treatment plants, pumping stations and other facilities as may be necessary in the opinion of the Company's engineers to render adequate service to all properties within the Territory, together with ingress and egress to such facilities.

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NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WASTEWATER TARIFF

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28.0 LIMITATION OF LIABILITY

The Company shall not be liable to any customer or Contributor as a result of injury to property or person, which said injury was created by "Force Majeure". The term "Force Majeure" as employed herein shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, , blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein, not within the control of the Company and which by exercise of due diligence the Company is unable to overcome. Further, in no event shall the Company be liable to any customer, the Contributor for any consequential, incidental or punitive damages as a result of injury to property or person, regardless whether said injury was the result of acts of or within the control of the Company or others.

:Continued on Sheet No. 30.0)

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NAME OF COMPANY SOUTHLAKE UTILITIES, INC. WASTEWATER TARIFF

ORIGINAL SHEET NO. 30

(Continued from Sheet No. 29.0)

TABLE OF DAILY FLOWS FOR VARIOUS OCCUPANCY

<u>Types of Building Usages</u>	<u>Water</u>	<u>Wastewater</u>
Apartments	250gpd (1)	235 gpd
Bars and Cocktail Lounges	10 gpcd (2)	10 gpcd
Boarding Schools (Students and Staff)	75 gpcd	75 gpcd
Bowling Alleys (toilet wastes only, per lane)	200 gpd	200 gpd
Country Clubs (per member)	50 gpcd	50 gpcd
Day Schools (Students and Staff)	20 gpcd	20 gpcd
Drive-In Theaters (per car space)	5 gpd	5 gpd
Factories, with showers	30 gpcd	30 gpcd
Factories, no showers (per 100 square feet)	10 gpcd	10 gpcd
Hospitals, with laundry (per bed)	250 gpd	250 gpd
Hospitals, no laundry (per bed)	200 gpd	200 gpd
Hotel and Motels (per room and unit)	200 gpd	200 gpd
Laundromat (per washing machine)	225 gpd	225 gpd
Mobile Home Parks (per trailer)	300 gpd	235 gpd
Movie Theaters, Auditoriums, Churches (per seat)	5 gpd	5 gpd
Nursing Homes (per 100 SF)	150 gpd	150 gpd
Office Buildings (per 100 square feet)	10 gpd	10 gpd
Public Institutions (other than those listed)	75 gpcd	75 gpcd
Restaurants (per seat)	50 gpcd	50 gpcd
<u>Single Family Residential:</u>		
5/8 x 3/4" Meter	350 gpd	
1" Meter	600 gpd	
1 1/2" Meter	1,150 gpd	
Wastewater		300 gpd
Townhouse Residence	315 gpd	300 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd	3 gpd
Stores, without kitchen wastes (per 100 square feet)	5 gpd	5 gpd
Speculative Buildings	30 gpd	30 gpd
plus (per 100 square feet)	10 gpd	10 gpd
Warehouses	30 gpd	30 gpd
plus (per 1,000 square feet)	10 gpd	10 gpd

(3) gpd = gallons per day

(4) gpcd = gallons per capita per day

NOTE: Wastewater gallonage refers to sanitary wastewater flow on unit basis for average daily flow in gallons per day.