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ROBERT M. C. ROSE OF COUNSEL

June 26, 2000

VIA HAND DELIVERY

Blanca S. Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

Re: From Sun Communities Finance Limited Partnership to Sun Communities Finance, LLC; PSC Docket No. 000474-WS
Application for Name Change on Certificate 454-W and 388-S in Lake County, Florida Our File No. 33013.01

Dear Ms. Bayo:

I have been asked by Ms. Daniel to file my responses to her May 26, 2000 letter with your office.

1. <u>Full Name</u> - The appropriate documents, including the Tariffs and a revised pleading, have been attached hereto including the comma after the word "Finance."

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In addition, as a result of items brought up both in the telephone call I received from Stephanie Clapp and in Patti Daniel's letter, I have recently filed an application with the Secretary of State's office to utilize the fictitious name "Water Oak Utility." Therefore, from now on the company will be: "Sun Communities Finance, LLC d/b/a Water Oak Utility." The purpose of this is that the Utility's bills since the inception of the Utility (and even after transfer of the system to the current owners) utilize the name "Water Oak Utility" and that is the name by which it is known by its customers. As such, we wish to continue to utilize that name, as we believe this will cause the least amount of confusion on the part of the customers. However, we still DDCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

Blanca S. Bayo, Director June 26, 2000 Page 2

do not believe it is appropriate to notice the customers of a name change under the circumstances, because that would create more confusion than it would clear up, in light of the fact that we will continue to utilize a name very similar to that which has been utilized throughout the Utility's history.

2. Tariffs - We are attaching hereto revised Tariff Sheets to include the comma within the Utility's name after the word "Finance" and the d/b/a Water Oak Utility. I am attaching a copy of the form bill and letterhead we have been utilizing for many months to comport with the name the Utility has been known by and the name recently filed with the Secretary of State's office. We are attaching a copy of all of the documents filed with the Secretary of State's office and the noticing documents as well. I believe this information also responds to the request under "other issues" at the end of Ms. Daniel's letter.

Should you or any members of the staff have any further questions in this regard, please let me know.

Sincerely,

ROSE, SUNDSTROM & BENTLEY, LLP

F. Marshall Deterding

For The Firm

FMD/tmg

cc: Patti Daniel

wateroak\4bayo.ltr



Published Daily Lady Lake, Florida State of Florida County of Lake

Before the undersigned authority personally appeared

<u>Carolyn J. Midora</u> , who on oath
says that she is Legal Ad Coordinator of the Daily Sun,
a daily newspaper published at Lady Lake in Lake
County, Florida: that the attached copy of the
advertisement, being a Legal Ad 1015/8909
in the matter of Notice Of
7 ictitions / Jame
in the Court, was published in said
newspaper in the issues of
Jun 23 2000 .
Affiant further says that the said Daily Sun is a
newspaper published at Lady Lake in said Lake
County, Florida, and that the said newspaper has
heretofore been continuously published in said Lake
County, Florida, each week and has been entered as
second class mail matter at the post office in Lady
Lake, in said Lake County, Florida, for a period of one
year next preceding the first publication of the attached
copy of advertisement; and affiant further says that she
has neither paid nor promised any person, firm or
corporation any discount, rebate, commission or refund
for the purpose of securing this advertisement for
publication in the said newspaper.
$I = I \cap I \cap I$
- Ceroly foldora
(Signature Of Affiant)
(/ (/ ==rd
Sworn to and subscribed before me this
day of June MY COMMISSION # CC8107.3 EXPIRES February 21, 2008 February 21, 2008
Sama M. Ruland BONDED THRU TROY FAIN INSUFANCE INC.
(Name of Notary typed, printed or stamped)
Personally Known or
Production Identification

Type of Identification Produced

Attach Notice Here

NOTICE UNDER FICTITIOUS NAME STATUTE TO WHOM IT MAY CONCERN NOTICE IS HEREBY GIVEN that the pursuant to the provisions of Section 865.09, Florida Statutes, the hereinafter named entity intends to register with the Secretary of State of the Sate of Florida, Division of Corporations and Fictitious trade name, under which it will engage in business and in which said business is to be carried on, to wit: WATER OAK UTILITY 31700 Middlebelt Road, Suite 145 Farmington Hills, MI 48334 Lake County OWNERS: Sun Communities Finance, LLC June 23, 2000 #01518904



106 Evergreen Lane / Lady Lake, Florida 32159 Phone (352) 753-3000 Fax (352) 259-0101

November 29, 1999

Mr. or Mrs. Robert Leubking 209 Bradley Lane Lady Lake, FL 32159

Re Lot 2383

Dear Resident:

We noticed that your water usage is in the high range. Your meter was checked and found to be accurate. Please make sure your sprinkler system is set for no more than once a week for fifteen minutes per zone as recommended by the County Extension Service for this time of year. A flyer with more information is available in the office for your convenience.

Also, please make arrangements to have your home and sprinkler system checked for leaks. If a leak is found, please let the office know when it is repaired.

We will continue to moniter your usage on a monthly basis and advise you if any further high usage should occur.

Sincerely,

Marilen Sabin
Office Staff

Marilen Lohin

cc: file

WATER OAK UTILITY

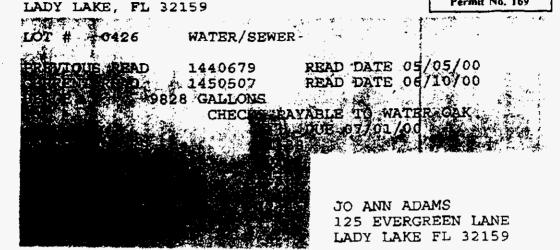
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106 EVERGREEN LANE

254-3302

360-0342-0.s.

PRESORTED
First-Class Mail
U.S. Postage Paid
Hudsonville, MI
Permit No. 169



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WATER TARIFF

SUN COMMUNITIES FINANCE, LLC D/B/A WATER OAK UTILITY NAME OF COMPANY

FILED WITH FLORIDA PUBLIC SERVICE COMMISSION

Jonathan Colman ISSUING OFFICER

WATER TARIFF

SUN COMMUNITIES FINANCE, LLC D/B/A WATER OAK UTILITY NAME OF COMPANY

31700 Middlebelt Road, Suite 145

Farmington Hills, MI 48334

(ADDRESS OF COMPANY)

Business: Brian Fannon 813/932-3100

Emergency: Water Oak Country Club Estates Manager 904/353-3000
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance, LLC</u> FIRST REVISED SHEET NO. 2.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 2.0

WATER TARIFF

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Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 3.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 3.0

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 454-W

COUNTY - Lake

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number	Date Issued	Docket Number	<u>Filing Type</u>
16150	May 23, 1986	850517-WS	Original
PSC-97-0034-FOF-WS	January 7,	1997 960040	-WS Transfer

(Continued to Sheet No. 3.1)

Jonathan Colman
ISSUING OFFICER

FIRST REVISED SHEET NO. 3.1 NAME OF COMPANY: Sun Communities Finance, LLC CANCELS ORIGINAL SHEET NO. 3.1 d/b/a Water Oak Utility

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Water Oak Country Club Estates Township 18 South, Range 24 East, part of Sections 8, 9, 16 and 17.

That part of Sections 8, 9, 16 and 17, Township 18 South, Range 24 East, Lake County, Florida, more particularly described as follows: From the Southwest corner of Section 9, Township 18 South, Range 24 East, run North 0°49'12" West along the West boundary of said Section 9, a distance of 1966.92 feet to the Point of Beginning of the following described parcel of land. From said Point of Beginning, run North 89º05'05" East 663.81 feet, thence North 0°48'03" West 658.14 feet, thence North 88°52'06" East 1992.09 feet, thence South 0°44'36" East 2662.63 feet, thence South 0°37'08" East 652.20 feet, thence South 88°50'55" West 693.57 feet, thence south 0°58'16" East 648.51 feet, thence South 89°10'10" West 210.50 feet, thence South 01°05'42" East 331.21 feet, thence South 89°14'10" West 420.39 feet, thence South 0°51'00" East 645.84 feet, thence South 88°12'58" West 688.37 feet, thence South 01°04'23" East 331.10 feet, thence South 0°19'46" East 617.74 feet, thence South 89°14'12" West 658.49 feet, thence South 0°11'48" East 104.66 feet, thence South 89°41'02" West 1169.33 feet, thence North 03°01'45" West 1404.74 feet to the point of curvature of a curve concave Southwesterly and having a radius of 2010.08 feet, thence Northwesterly along said curve through a central angle of 14°11'17" an arc length of 497.75 feet to the end of said curve, thence North 72°46'58" East 10.0 feet to a point on a curve concave Southwesterly and having a radius of 2020.08 feet, thence Northwesterly along said curve through a central angle of 26°16'46" an arc length of 926.54 feet to the end of said curve, thence North 02°03'58" West 16.21 feet, thence North 89°41'20" East 779.89 feet. thence North 0°57'45" West 663.88 feet, thence North 89°36'12" East 10.31 feet, thence North 0°44'46" West 1932.18 feet, thence North 89°45'28" East 978.53 feet, thence North 0°49'12" West 37.36 feet to the Point of Beginning and end of this description. LESS: A parcel of land in Section 16 and 17. Township 18 South, Range 24 East, Lake County, Florida, described as follows: Commencing at the West 1/4 corner of Section 16, Township 18 South, Range 24 East, run South 0°15'20" East along the West line of said section 91.09 feet to the Point of Beginning, thence South 89°43'16" East 321.31 feet, thence North 28°53'58" West 349.39 feet, thence South 87°48'04" West 299.33 feet, thence South 0°25'57" East 292.05 feet, thence South 89°43'16" East 144.46 feet to the Point of Beginning. LESS: road right of way over and across the North side thereof. SUBJECT TO an easement over and across the East 6.0 feet of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 18 South, Range 24 East.

> Jonathan Colman ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 4.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 4.0

WATER TARIFF

HELD FOR FUTURE USE

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 5.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 5.0

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 5.1 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 5.1

WATER TARIFF

(Continued from Sheet No. 5.0)

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

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 6.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 6.0

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 6.1 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 6.1

WATER TARIFF

(Continued from Sheet No. 6.0)

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Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 7.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 7.0

WATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

4.0 <u>APPLICATIONS BY AGENTS</u> - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is

(Continued to Sheet No. 8.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 8.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 8.0

WATER TARIFF

(Continued from Sheet No. 7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

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

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

- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>LIMITATION OF USE</u> Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

Water service furnished to the customer shall be rendered directly to the customer through the Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service.

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

(Continued to Sheet No. (9.0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 9.0 CANCELS ORIGINAL SHEET NO. 9.0 d/b/a Water Oak Utility

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected. installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service

(Continued to Sheet No. 10.0)

Jonathan Colman ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 10.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 10.0

WATER TARIFF

(Continued from Sheet No. 9.0)

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

Not withstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

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

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

- ACCESS TO PREMISES The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.
- 14.0 <u>RIGHT OF WAY OR EASEMENTS</u> The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 15.0 <u>BILLING PERIODS</u> Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule and shall

(Continued to Sheet No. 11.0)

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 11.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 11.0

WATER TARIFF

(Continued from Sheet No. 10.0)

become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

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

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

- PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.
- 18.0 <u>TAX CLAUSE</u> A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

(Continued to Sheet No. 12.0)

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 12.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 12.0

WATER TARIFF

(Continued from Sheet No. 11.0)

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

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

- 20.0 <u>UNAUTHORIZED CONNECTIONS WATER</u> Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- METERS All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.
- 22.0 <u>ALL WATER THROUGH METER</u> That portion of the customer's installation for water service shall be so arranged to ensure that all water service

(Continued to Sheet No. 13.0)

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 13.0 d//b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 13.0

WATER TARIFF

(Continued from Sheet No. 12.0)

shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

- 23.0 <u>ADJUSTMENT OF BILLS</u> When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- ADJUSTMENT OF BILLS FOR METER ERROR When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- METER ACCURACY REQUIREMENTS All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 26.0 <u>FILING OF CONTRACTS</u> Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(Continued to Sheet No. 14,0)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 14.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 14.0

WATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 15.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 15.0

WATER TARIFF

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Customer Deposits	20.0 - 20.1
Fire Protection Service	19.0
General Service, GS	16.0
Meter Test Deposit	21.0
Miscellaneous Service Charges	22.0
Multi-Residential Service, MS	18.0
Residential Service, RS	17.0
Service Availability Fees and Charges	23.0

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 16.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 16.0

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY -	Available throughout the area served by the Company.		
APPLICABILITY -	For water service to a	For water service to all customers for which no other schedule applies.	
LIMITATIONS -	•	Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.	
BILLING PERIOD -	Monthly	•	
RATE -	Meter Size	Base Facility Charge	
	5/8" x 3/4"	\$ 6.37	
	3/4"	9.89	
	1"	15.95	
	1 1/2"	31.89	
	2"	51.05	
	3"	102.08	
	4"	159.51	
	6"	319.00	
	Gallonage Charge		

BASE FACILITY CHARGE - \$6.37

TERMS OF PAYMENT - Bills

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

EFFECTIVE DATE -

January 17, 1997

Per 1,000 Gallons

TYPE OF FILING -

Transfer

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

.51

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 17.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 17.0

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY -	Available throughout the area served	by the Company.	
APPLICABILITY -	For water service for all purposes in apartment units.	private residences and individually metered	
LIMITATIONS -	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.		
BILLING PERIOD -	Monthly		
RATE -	Meter Size	Base Facility Charge	
	5/8" x 3/4"	\$ 6.37	
	3/4"	9.89	
	1"	15.95	
	1 1/2"	31.89	
	2"	51.05	
	3"	102.08	
	4"	159.51	
	6"	319.00	

BASE FACILITY -

\$6.37

Gallonage Charge Per 1,000 Gallons

TERMS OF PAYMENT -

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

EFFECTIVE DATE -

January 17, 1997

TYPE OF FILING -

Transfer

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

.51

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 18.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 18.0

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all master-metered residential customers including, but not

limited to, Condominiums, Apartments, and Mobile Home Parks.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules and

Regulations of the Commission.

BILLING PERIOD -

RATE - Not Applicable

BASE FACILITY CHARGE -

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

discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: <u>Sun Communities Finance, LLC</u> FIRST REVISED SHEET NO. 19.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 19.0

WATER TARIFF	
	FIRE PROTECTION SERVICE
	<u>WATER</u>
AVAILABILITY -	
APPLICABILITY -	
LIMITATIONS -	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD -	
RATE -	Public Fire Protection - per hydrant
	Not Applicable
	Private Fire Protection -
BASE FACILITY CHARC	<u> </u>
TERMS OF PAYMENT -	

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 20.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 20.0

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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

Not Applicable

	Residential	General Service
5/8" x 3/4"		
1 1/2"		
Over 2"		

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

(Continued to Sheet No. 20.1)

Jonathan Colman
ISSUING OFFICER

Vice President
TITLE

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 20.1 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 20.1

WATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of N/A each year.

<u>REFUND OF DEPOSIT</u> - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has <u>not</u>, in the preceeding 12 months:

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annun upon the retainment of such deposit.

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

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 21.0 d//b/a Water <u>Oak Utility</u> CANCELS ORIGINAL SHEET NO. 21.0

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

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

METER SIZE	<u>FEE</u>
5/8" x 3/4"	\$10.00
1" and 1 1/2"	\$12.50
2"and over	Actual Cost

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

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25.30.265, Florida Administrative Code.

EFFECTIVE DATE - January 17, 1997

TYPE OF FILING - Transfer

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 22.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 22.0

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

	Normal Hours	After <u>Hours</u>
Initial Connection Fee	\$ <u>10.00</u>	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>10.00</u>	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>10.00</u>	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>7.00</u>	N/A

(Continued to Sheet No. 22.1)

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 22.1 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 22.1

WATER TARIFF

(Continued from Sheet No. 22.0)

NOTE: If both water and sewer services are provided, only a single charge is appropriate unles circumstances beyond the control of the utility requires multiple actions.

EFFECTIVE DATE - January 17, 1997

TYPE OF FILING - Transfer

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 23.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 23.0

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

Not Applicable
Refer to Service Availability Policy
SHEET NO. 31.0

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance, LLC</u> FIRST REVISED SHEET NO. 24.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 24.0

WATER TARIFF

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HELD FOR FUTURE USE	29.0

Jonathan Colman ISSUING OFFICER

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 25.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 25.0

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Not Applicable

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 26.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 26.0

WATER TARIFF

Water Oak Utility

	Water Contract
No	Date:
The undersigned, owner	or agent, resident or occupant of the residence located at:
owner, agent, resident, or occupation is given to Water Oak Utility that owner, agent, resident, or occupatione year after discontinuance, I disconnection along with any ap The undersigned agrees that as are now or hereafter in force,	f water service to that premises for residential water service. I, as ant, agree to pay the scheduled rates, until and unless notice writing at service is to be discontinued. If service is discontinued and I, as ant, request recontinuance of service at the same address less than will be responsible for the base facility charge for each month of eplicable connection fee. Initial connection fee is (\$). to conform to all rates, rules and regulations of Water Oak Utility and which are made part of this contract, including the agreement (\$) for any restoration of service.
Water Oak Utility	
By:Authorized Official	Applicant's Signature
	Jonathan Colman ISSUING OFFICER
	Vice President TITLE

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 27.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 27.0

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Not Applicable

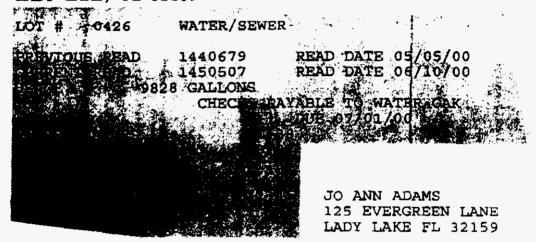
Jonathan Colman ISSUING OFFICER

Vice President

WATER TARIFF

COPY OF CUSTOMER'S BILL

WATER OAK UTILITY 106 EVERGREEN LANE LADY LAKE, FL 32159



Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 29.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 29.0

WATER TARIFF

HELD FOR FUTURE USE

Jonathan Colman ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 30.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 30.0

WATER TARIFF

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Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 31.0 CANCELS ORIGINAL SHEET NO. 31.0 d/b/a Water Oak Utility

WATER TARIFF

SERVICE AVAILABILITY POLICY

Pursuant to Order No. 16528 in Docket No. 850517-WS, initial rates and charges were established to this utility. Within that docket, system capacity charges were established for both the water and sewer system as well as meter installation charges for the water system.

Pursuant to Order No. 18255 in Docket No. 870122-WS, the Commission recognized a negative acquisition adjustment for both the water and sewer system. Based upon the resultant large decrease to rate base the Commission approved the utility's request for cancellation of service availability charges and meter installation fees. Therefore, service availability charges approved in Docket No. 850517-WS are no longer in effect.

> Jonathan Colman ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 32.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 32.0

WATER TARIFF

TABLE OF DAILY FLOWS

Types of Building Usages

Mobile Home Parks

300 gpd/trailer

[1] gpd - gallons per day

Jonathan Colman
ISSUING OFFICER

WASTEWATER TARIFF

SUN COMMUNITIES FINANCE, LLC D/B/A WATER OAK UTILITY NAME OF COMPANY

FLORIDA PUBLIC SERVICE COMMISSION

Jonathan Colman ISSUING OFFICER

WASTEWATER TARIFF

SUN COMMUNITIES FINANCE, LLC D/B/A WATER OAK UTILITY NAME OF COMPANY

31700 Middlebelt Road, Suite 145

Farmington Hills, MI 48334

(ADDRESS OF COMPANY)

Business: Brian Fannon 813/932-3100

<u>Emergency: Water Oak Country Club Estates Manager 904/353-3000</u>

(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 2.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 2.0

WASTEWATER TARIFF

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Territory Served	3.0

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 3.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 3.0

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

388-S

COUNTY -

Lake

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number Date issued Docket Number Filing Type

16150 May 23, 1986 850517-WS Original

PSC-97-0034-FOF-WS January 7, 1997 960040-WS Transfer

(Continued to Sheet No. 3.1)

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 3.1 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 3.1

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Water Oak Country Club Estates
Township 18 South, Range 24 East, part of
Sections 8, 9, 16 and 17.

That part of Sections 8, 9, 16 and 17, Township 18 South, Range 24 East, Lake County, Florida, more particularly described as follows: From the Southwest corner of Section 9, Township 18 South, Range 24 East, run North 0°49'12" West along the West boundary of said Section 9, a distance of 1966.92 feet to the Point of Beginning of the following described parcel of land. From said Point of Beginning, run North 89°05'05" East 663.81 feet, thence North 0°48'03" West 658.14 feet, thence North 88°52'06" East 1992.09 feet, thence South 0°44'36" East 2662.63 feet, thence South 0°37'08" East 652.20 feet, thence South 88°50'55" Wast 693.57 feet, thence south 0°58'16" East 648.51 feet, thence South 89°10'10" West 210.50 feet, thence South 01°05'42" East 331.21 feet, thence South 89°14'10" West 420.39 feet, thence South 0°51'00" East 645.84 feet, thence South 88°12'58" West 688.37 feet, thence South 01°04'23" East 331.10 feet, thence South 0°19'46" East 617.74 feet, thence South 89°14'12" West 658.49 feet, thence South 0°11'48" East 104.66 feet, thence South 89°41'02" West 1169.33 feet, thence North 03°01'45" West 1404.74 feet to the point of curvature of a curve concave Southwesterly and having a radius of 2010.08 feet, thence Northwesterly along said curve through a central angle of 14°11'17" an arc length of 497.75 feet to the end of said curve, thence North 72°46'58" East 10.0 feet to a point on a curve concave Southwesterly and having a radius of 2020.08 feet, thence Northwesterly along said curve through a central angle of 26°16'46" an arc length of 926.54 feet to the end of said curve, thence North 02°03'58" West 16.21 feet, thence North 89°41'20" East 779.89 feet, thence North 0°57'45" West 663.88 feet, thence North 89°36'12" East 10.31 feet, thence North 0°44'46" West 1932.18 feet, thence North 89°45'28" East 978.53 feet, thence North 0°49'12" West 37.36 feet to the Point of Beginning and end of this description. LESS: A parcel of land in Section 16 and 17, Township 18 South, Range 24 East, Lake County, Florida, described as follows: Commencing at the West 1/4 corner of Section 16, Township 18 South, Range 24 East, run South 0°15'20" East along the West line of said section 91.09 feet to the Point of Beginning, thence South 89°43'16" East 321.31 feet, thence North 28°53'58" West 349.39 feet, thence South 87°48'04" West 299.33 feet, thence South 0°25'57" East 292.05 feet, thence South 89°43'16" East 144.46 feet to the Point of Beginning. LESS: road right of way over and across the North side thereof. SUBJECT TO an easement over and across the East 6.0 feet of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 18 South, Range 24 East.

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 4.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 4.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

Jonathan Colman ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 5.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 5.0

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Jonathan Colman
ISSUING OFFICER

Vice President

FIRST REVISED SHEET NO. 6.0 NAME OF COMPANY: Sun Communities Finance, LLC CANCELS ORIGINAL SHEET NO. 6.0 d/b/a Water Oak Utility

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

Jonathan Colman ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 6.1 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 6.1

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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

Jonathan Colman ISSUING OFFICER

Vice President

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is

(Continued to Sheet No. 8.0)

Jonathan Colman ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 8.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 8.0

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such wastewater service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such wastewater service is rendered.

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

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

- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>LIMITATION OF USE</u> Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

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

(Continued to Sheet No. (9.0)

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 9.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 9.0

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

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

- 9.0 TYPE AND MAINTENANCE The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and

(Continued to Sheet No. 10.0)

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Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 10.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 10.0

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

Ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

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

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

- ACCESS TO PREMISES The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.
- 14.0 <u>RIGHT OF WAY OR EASEMENTS</u> The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- BILLING PERIODS Bills for wastewater service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

(Continued to Sheet No. 11.0)

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 11.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 11.0

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

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

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

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

(Continued to Sheet No. 12.0)

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 12.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 12.0

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

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

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

- 20.0 <u>UNAUTHORIZED CONNECTIONS WASTEWATER</u> Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 <u>ADJUSTMENT OF BILLS</u> When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350 and 25-30.340, Florida Administrative Code.

(Continued to Sheet No. 13.0)

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 13.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 13.0

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

- 22.0 <u>FILING OF CONTRACTS</u> Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.
- 23.0 <u>EVIDENCE OF CONSUMPTION</u> The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

(Continued to Sheet No. 14.0)

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 14.0 CANCELS ORIGINAL SHEET NO. 14.0 d//b/a Water Oak Utility

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

(Continued to Sheet No. 15.0)

Jonathan Colman ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 15.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 15.0

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

HELD FOR FUTURE USE

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 16.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 16.0

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	Sheet Number
Customer Deposits	20.0
General Service, GS	17.0
Miscellaneous Service Charges	21.0
Multi-Residential Service, MS	19.0
Residential Service, RS	18.0
Service Availability Fees and Charges	22.0

Jonathan Colman

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 17.0 CANCELS ORIGINAL SHEET NO. 17.0 d/b/a Water Oak Utility

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY -	Available throughout the area served by the Company.	
APPLICABILITY -	For wastewater service to all customers for which no other schedule applies.	
LIMITATIONS -	Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.	
BILLING PERIOD -	Monthly	
RATE -	Meter Size	Base Facility Charge
	5/8" x 3/4" 3/4" 1" 1 1/2" 2" 3" 4"	\$ 7.56 11.48 19.12 38.25 61.21 122.40 191.26 382.53
	Gallonage Charge	

BASE FACILITY CHARGE - \$7.56

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

discontinued.

Per 1,000 Gallons

EFFECTIVE DATE -January 17, 1997

TYPE OF FILING -Transfer

> Jonathan Colman ISSUING OFFICER

Vice President TITLE

2.50

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 18.0 d/b/a <u>Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 18.0

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually

metered apartment units.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules and

Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - Meter Size Base Facility Charge

All Meter Sizes \$ 7.65

Gallonage Charge Per 1,000 Gallons

(maximum 6,000 gallons

per month) \$ 2.07

BASE FACILITY CHARGE - \$7.65

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within

twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be

discontinued.

EFFECTIVE DATE - January 17

January 17, 1997

TYPE OF FILING - Transfer

Jonathan Colman ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 19.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 19.0

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all master-metered residential customers including, but

not limited to, Condominiums, Apartments, and Mobile Home Parks.

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

Regulations of the Commission.

BILLING PERIOD -

RATE - Not Applicable

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

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

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 20.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 20.0

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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

Not Applicable

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

(Continued to Sheet No. 20.1)

Jonathan Colman		
ISSUING OFFICER		
Vice President		
TITLE		

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 20.1 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 20.1

WASTEWATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of N/A each year.

<u>REFUND OF DEPOSIT</u> - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has <u>not</u>, in the preceeding 12 months:

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon retainment of such deposit.

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

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 21.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 21.0

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGE

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

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

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

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

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

TITLE

SEE WATER TARIFF

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$
Normal Reconnection Fee	\$
Violation Reconnection Fee	\$
Premises Visit (in lieu of disconnection)	\$
EFFECTIVE DATE -	
TYPE OF FILING -	
	Jonathan Colman
	ISSUING OFFICER
	Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 22.0 d//b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 22.0

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

Not Applicable
Refer to Service Availability Policy
SHEET NO. 30.0

EFFECTIVE DATE -

TYPE OF FILING -

Jonathan Colman
ISSUING OFFICER

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 23.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 23.0

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

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

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 24.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 24.0

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Not Applicable

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 25.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 25.0

WASTEWATER TARIFF

Water Oak Utility

Waster	water Contract
No	Date:
The undersigned, owner or agent, resi	ident or occupant of the residence located at:
service. I, as owner, agent, resident, or occup notice writing is given to Water Oak Utili discontinued and I, as owner, agent, resident, same address less than one year after discontin	r service to that premises for residential wastewater ant, agree to pay the scheduled rates, until and unless ty that service is to be discontinued. If service is, or occupant, request recontinuance of service at the tuance, I will be responsible for the base facility charge any applicable connection fee. Initial connection fee
	o all rates, rules and regulations of Water Oak Utility re made part of this contract, including the agreement [) for any restoration of service.
Date of Acceptance:	
Water Oak Utility	
By: Authorized Official	Applicant's Signature
	Jonathan Colman ISSUING OFFICER
	<u>Vice President</u> TITLE

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 26.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 26.0

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

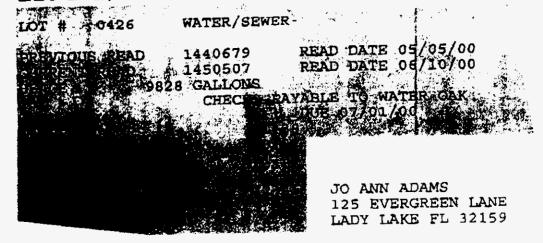
Jonathan Colman
ISSUING OFFICER

Vice President

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

WATER OAK UTILITY 106 EVERGREEN LANE LADY LAKE, FL 32159



Jonathan Colman

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 28.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 28.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

Jonathan Colman
ISSUING OFFICER

Vice President

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 29.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 29.0

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

	Sheet Number
Schedule of Fees and Charges Service Availability Policy Table of Daily Flows	Go to Sheet No. 22.0 30.0 31.0

Jonathan Colman ISSUING OFFICER

Vice President

NAME OF COMPANY: Sun Communities Finance, LLC FIRST REVISED SHEET NO. 30.0 d/b/a Water Oak Utility CANCELS ORIGINAL SHEET NO. 30.0

WASTEWATER TARIFF

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SERVICE AVAILABILITY POLICY

Pursuant to Order No. 16528 in Docket No. 850517-WS, initial rates and charges were established to this utility. Within that docket, system capacity charges were established for both the water and sewer system as well as meter installation charges for the water system.

Pursuant to Order No. 18255 in Docket No. 870122-WS, the Commission recognized a negative acquisition adjustment for both the water and sewer system. Based upon the resultant large decrease to rate base the Commission approved the utility's request for cancellation of service availability charges and meter installation fees. Therefore, service availability charges approved in Docket No. 850517-WS are no longer in effect.

Jonathan Colman

Vice President

NAME OF COMPANY: <u>Sun Communities Finance</u>, <u>LLC</u> FIRST REVISED SHEET NO. 31.0 <u>d/b/a Water Oak Utility</u> CANCELS ORIGINAL SHEET NO. 31.0

WASTEWATER TARIFF

TABLE OF DAILY FLOWS

Types of Building Usages	Estimated Daily Flows [3]
Mobile Home Parks	85 gpd/trailer

- [1] gpd gallons per day
- [2] If historical data is unavailable, a rough estimate for the daily flow of residential wastewater can be calculated by taking 80% of the corresponding water usage. However, it is recommended that historical data of actual wastewater flow be used. A similiar estimate for the daily flow of commercial wastewater can be calculated by taking 100% of the corresponding commercial water usage.

Jonathan Colman
ISSUING OFFICER