

Maps to WAW

APPLICATION FOR GRANDFATHER CERTIFICATE

(Pursuant to Section 367.171, Florida Statutes)

To: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

971192-WS

The undersigned hereby makes application for original certificate(s) to operate a water Yes and/or wastewater Yes utility in Polk County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of the applicant:

/Bieber Enterprises Inc. D/B/A Breeze Hill Utilities

Name of utility

(941) 696-1666 (none)

Phone No.

Fax No.

1 52 Breeze Hill

Office street address

Lake Wales, Fl.

Fl.

33853

City

State

Zip Code

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check: PSA

same

Mailing address if different from street address

same

Internet address if applicable

B) The name, address and telephone number of the person to contact concerning this application:

Paul E. Bieber

(941)696-1666

Name

Phone No.

152 Breeze Hill

Street address

Lake Wales,

Fl.

33853

City

State

Zip Code

- C) Indicate the organizational character of the applicant:
(circle one)

Corporation

Partnership

Sole Proprietorship

Other _____

(Specify)

- D) If the applicant is a corporation, list names, titles and addresses of corporate officers and directors.
(Use additional sheet if necessary).

Bieber Enterprises Inc. 152 Breeze Hill Lake Wales, Fl. 33853

Paul E. Bieber President 152 Breeze Hill Lake Wales, Fl.

Belna M. Bieber Vice President same as above

- E) If the applicant is not a corporation, list names and addresses of all persons or entities owning an interest in the organization. (Use additional sheet if necessary.)

PART II SYSTEM INFORMATION

A) WATER

(1) Exhibit A - A statement describing the proposed type(s) of water service to be provided (i.e. potable, non-potable or both).

(2) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

Mobile Homes

(3) Exhibit B - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(4) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

3532355

(5) Indicate when the water utility system was established. _____

(6) Exhibit /■ C - Evidence that the utility owns the land where the water treatment facilities are located. Or, if the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

B) **WASTEWATER**

(1) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

Mobile Homes

(2) Exhibit D - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(3) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

DO 53-244054

Id No. 3053p00009

- (4) Indicate when the wastewater utility system was established. About 1977
- (5) Exhibit C - Evidence that the utility owns the land where the wastewater treatment facilities are located. Or, if the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

PART III RATES AND TARIFFS

- A) Exhibit E - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit F - The original and two copies of water and/or wastewater tariff.(s) containing all rates, classifications, charges, rules and regulations. Sample tariffs are enclosed with the application package.

PART IV TERRITORY DESCRIPTION AND MAPS

A) TERRITORY DESCRIPTION

Exhibit G - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility was serving or was authorized to serve on the day Chapter 367, Florida Statutes, became applicable. If the water and wastewater service territories are different, provide separate descriptions.

B) TERRITORY MAPS

Exhibit H - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

C) **SYSTEM MAPS**

Exhibit I - One copy of detailed map(s) showing existing lines and facilities and the territory proposed to be served. Any requested territory not served at the time of application shall be specifically identified. Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

PART V **FILING FEE**

Indicate the filing fee enclosed with the application:

\$200.00 (for water) and/or \$200.00 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility has the capacity to serve up to 100 ERC's, the filing fee shall be \$100.
- (2) For applications in which the utility has the capacity to serve from 101 to 200 ERC's the filing fee shall be \$200.
- (3) For applications in which the utility has the capacity to serve from 201 ERC's to 500 ERC's the filing fee shall be \$500.
- (4) For applications in which the utility has the capacity to serve 501 to 2,000 ERC's the filing fee shall be \$1,000.
- (5) For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERC's the filing fee shall be \$1,750.
- (6) For applications in which the utility has the capacity to serve more than 4,000 ERC's the filing fee shall be \$2,250.

PART VI AFFIDAVIT

I Bieber Enterprises Inc. D/B/A Breeze Hill Utilities(applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: *Paul E. Bieber*
Applicant's Signature

Paul E. Bieber
Applicant's Name (Typed)

President
Applicant's Title *

Subscribed and sworn to before me this Sept second day
of September 1997.

LAURA E CRAIG
My Commission 00000700
Expires Jan. 21, 1998
Banded by HPS
800-422-1888

Laura E. Craig
Notary Public

* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

FRANCHISE AGREEMENT

SECTION 1: There is hereby granted to Lake Walk In the Water Village Associates, Ltd. (hereinafter referred to as "Utility" or "Grantee"), for a period of five (5) years from the date of the acceptance of this franchise as hereinafter provided, the right, authority and obligation to construct, establish, own, control, operate and maintain a public water plant and distribution system and sewage treatment plant and collection system within the boundaries of the property described in Exhibit "A", attached hereto and by reference made a part hereof, lying and being in Polk County, Florida, which lands are not within the municipal limits of any incorporated city or town in Polk County, Florida, and are not now being served by a municipally owned or operated water system or sewer system, and are not now being served by individuals, firms or corporations under a franchise granted by the Board of County Commissioners or Utilities Commission in said County of Polk and State of Florida; and to construct, maintain and repair sewer lines or water lines together with the necessary manholes, hydrants and service pipes for the purpose of collecting and transporting sewage and distributing potable water in such areas and to make all necessary house and building connections upon, along, and in and under the roads, streets, alleys and public places in said area, and also to repair, replace, enlarge and extend the same, and to carry on the business of furnishing water and sewage service in said areas for a consideration, subject to the ordinances, rules and regulations of the Board of County Commissioners of Polk County, Florida, or the Polk County Utilities Commission and subject to the conditions and provisions of this ^{Agreement} resolution and all applicable Federal, State, and local laws, ordinances, rules and regulations.

SECTION 2: The Utility shall make all improvements, additions and extensions to the plant and distribution and collection systems as needed to provide service within its

service area provided that the cost of extending collection lines is reasonable in relation to anticipated usage. Excess costs are to be borne by the developer or new customer.

SECTION 3: The Utility shall at all times be subject to and comply with all ordinances, rules and regulations of the Board of County Commissioners or the Polk County Utilities Commission now or hereafter in force covering the use of streets, roads, avenues, alleys and public grounds.

For the purpose of carrying into effect the privilege granted by Section 1 hereof, the Grantee is hereby authorized to make all necessary excavations in such roads, streets, alleyways and public grounds situated in the areas above described, but they shall be done within a reasonable period of time and with the least practical interference with the rights of the public and individuals.

Plans for the installation, extension, modification or expansion of the water distribution system or plant or sewage collection system or plant and appurtenances thereto are subject to the approval of the Director of the Polk County Utilities Division. Where distribution or collection lines or other facilities are to be located in the public right-of-way or other public grounds, or where the disturbance of such lands is necessary for purposes of maintenance or repair, the Grantee shall also secure a permit from the County Engineer prior to the initiation of any site activities, except where an emergency exists.

SECTION 4: The Grantee shall restore all roads, streets, alleys, sidewalks and public grounds when excavated by it, to a condition as good as it was at the time of such excavation or damage. In the case of a public right-of-way or other public lands, the affected area shall be restored to the standards set by the County Engineer. In case any obstruction or other damage caused by said Grantee shall remain for an unreasonable length of

time after notice to remove it, or in case of neglect by said Grantee to protect any dangerous place by proper guards, the Polk County Board of County Commissioners may complete the necessary restoration at the expense of the Grantee.

SECTION 5: If required by the widening, repair, or reconstruction of any road or other public way, the Utility shall move all its utility lines or facilities in such public road or way at no cost to the County.

SECTION 6: The Utility shall be allowed to charge rates and fees according to resolution from time to time adopted by the Polk County Utilities Commission which rates and fees shall be fair and reasonable and not unduly discriminatory and shall be set in accordance with all applicable ordinances, rules and regulations of the Board of County Commissioners and the Polk County Utilities Commission.

SECTION 7: The Utility shall not sell, assign, or transfer its franchise agreement, facilities, assets or any portion thereof without the approval of the Polk County Utilities Commission.

SECTION 8: The Utility shall at all time protect and save harmless the County of Polk from all damage and loss from or arising out of or by reason of, the construction or operation of said ^{UTILITY} sewage system.

SECTION 9: The Utility shall at all times comply with all lawful regulations and requirements of the Polk County Health Department, the Division of Health of the Department of Health and Rehabilitative Services of Florida, the Florida Department of Environmental Regulation and any other regulatory agency having jurisdiction over the operations of the Grantee.

SECTION 10: The right is reserved to the Board of County Commissioners or the Polk County Utilities Commission to levy and collect franchise, utility, or use taxes and inspection or other

fees and costs when such taxes, fees or costs are authorized by law or ordinance.

SECTION 11: The Utility shall, as a part of its water system, install and maintain fire hydrants or stand pipes for use of fire protection in the area served by the Utility's water system. Plans for the installation of fire hydrants or stand pipes are subject to the approval of the Director of the Polk County Utilities Division. Installation and maintenance costs are part of the normal capital improvements costs and operating expenses of the Utility. The Utility shall be given reasonable time to conform to this requirement.

SECTION 12: The Utility shall file its written acceptance of the provisions of this franchise with the Clerk of the Circuit Court of Polk County, Florida, as ex-officio Clerk of the Board, on or before the expiration of sixty (60) days from adoption of this resolution, and certify in such acceptance that it will comply with all ordinances, rules and regulations of the Polk County Board of County Commissioners and in the operation of the water or sewage system, and will protect and save harmless Polk County Utilities Commission from all damage and loss from or arising out of or by reason of the construction or operation of said water or sewage system. By acceptance of this franchise the Utility does agree that it will construct, operate and maintain a water system and a sewage treatment system in the geographical area of this franchise, furnishing the said area with reasonable water and sewage service, all in accordance with the rules and regulations of the Board of County Commissioners or the Polk County Utilities Commission. Failure on the part of the Utility to file its acceptance hereof with the Clerk of the Board, as herein provided, or to comply with any of the provisions of this franchise, shall render this franchise null and void.

SECTION 13: This resolution shall take effect and be in force from and after its passage by this Commission and its written acceptance by the Utility and upon such acceptance being filed with the Clerk of the Board of County Commissioners.

Dated this 26th day of July, 1983.

POLK COUNTY UTILITIES COMMISSION

By: Royce Ready
Royce Ready, Chairman

ATTEST:

E. D. Bud Dixon
Clerk and Auditor
By: Janette C. Stone
Deputy Clerk

EXHIBIT "A"

Lake Walk-
In-the-Water
Village Assoc
LTD.

BEGINNING AT THE NORTHWEST CORNER OF SECTION 37, TOWNSHIP 30, RANGE 29; THENCE SOUTHEASTERLY ALONG LAKE WALK-IN-THE-WATER ROAD APPROXIMATELY 2,300 FEET TO THE SOUTHWEST CORNER OF WALK-IN-THE-WATER VILLAGE SUBDIVISION - UNIT ONE; THENCE EASTERLY ALONG THE SOUTHERN PERIMETER OF SAID SUBDIVISION TO LAKE WALK-IN-THE-WATER; THENCE NORTHERLY ALONG SAID LAKE TO THE NORTHERLY LINE OF SECTION 32; THENCE WESTERLY APPROXIMATELY 3,800 FEET TO THE PLACE OF BEGINNING.

ACCEPTANCE OF FRANCHISE

TO: Polk County, Florida, Utilities Commission

This is to advise you that the Lake Walk-In-The-Water Village Associates, Ltd.
(Name of Corporation) accepts the Franchise Agreement adopted by the Commission on July 26, 1983
(Date of Franchise) and that Lake Walk-In-The-Water Village Assoc. Ltd. agrees to be bound by the
(Name of Corporation) terms and conditions therein.

NAME OF CORPORATION
Lake Walk-In-The Water Village Associates, Ltd.
By: Eligur of Florida, Inc., its Gr Partner
President

Dated: February 17, 1984

ATTEST: Eligur of Florida, Inc.

By: [Signature]
Ass. Secretary

RECEIVED

2-21-84 L2
Clerk Of The Board

(Seal)

STATE OF FLORIDA,)
)
COUNTY OF POLK.)

I, E. D. "Bud" Dixon, Clerk of the Board of County Commissioners of Polk County, Florida, hereby certify that the foregoing is a true and correct copy of a resolution regarding a request by Lake Walk-In-The-Water Village Associates for a water and sewer franchise and establishing initial rates.

which was adopted by the said Board on the 16th day of August, 1983.

WITNESS my hand and official seal on this 29th day of August,

1983.

E. D. "Bud" Dixon
Clerk

(SEAL)


By 
Lynnette A. Frame
Deputy Clerk

Exhibit A

Potable Water Only

Exhibit B

**Breeze Hill Serves 110
Residential Customers.**

The customers do not have meters.

Exhibit C

See Attached Contract.

Exhibit D

**Breeze Hill serves 110
Residential Wastewater Customers.**

Exhibit B

**See Polk County
Franchise Agreement.**

Exhibit F

See Attached Tariffs.

Exhibit G

See Attached Description

Exhibit H

See Attached Map.

Exhibit I

See Attached System Map.



Florida Department of Environmental Regulation

Central District • 3319 Maguire Boulevard, Suite 232 • Orlando, Florida 32803-3767 • 407-894-7555

Bob Martinez, Governor

Dale Trachmann, Secretary

John Nicoret, Assistant Secretary
Alan Thompson, Deputy Assistant Secretary

GPSI

NOTICE OF PERMIT

Dr. Ricardo Pines, Owner
Pines Group

~~1001 S. Bayshore Dr., Suite 1900
Miami, FL 33134~~

(305) 374-8383

Polk County - DM
Breeze Hill Mobile Home Park
Wastewater Treatment and Disposal System Expansion

Dear Dr. Pines:

Enclosed is Permit Number DC53-162659, dated 8-31-88, for the above referenced project, issued pursuant to Section 403.061(14), Florida Statutes.

Any party to this Order (permit) has the right to seek judicial review of the permit pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this Order is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL REGULATION

A. Alexander
Deputy Assistant Secretary
3319 Maguire Boulevard
Suite 232
Orlando, Florida 32803

FILING AND ACKNOWLEDGEMENT
FILED, on this date, pursuant to
Section 120.52, Florida
Statutes, with the designated
Department Clerk, receipt of
which is hereby acknowledged.

[Signature]
Clerk 8/7/89
Date

AA/bet

Copies furnished to:

Paul Taynton, P.E.

Polk County Health Department

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT and all copies were mailed before the close of business on August 7, 1989 to the listed persons.



Florida Department of Environmental Regulation

Central District • 3319 Maguire Boulevard, Suite 232 • Orlando, Florida 32803-3767 • 407-894-7555

John Martinez, Governor

Dale Trachtenberg, Secretary

John Slocum, Assistant Secretary
Alan Alexander, Deputy Assistant Secretary

Permittee:
Dr. Ricardo Pines, Owner
Pines Group
~~1001 S. Bayshore Dr., Ste. 1900~~
~~Miami, FL 33131~~

3301 PONCE DE LEON BLVD
CORAL GABLES, FL 33134
(305) 529-4848

I. D. Number: 4053P0009
Permit/Certification
Number: DC53-162659
Date of Issue:
Expiration Date: July 30, 1990
County: Polk
Latitude/Longitude:
27°49'52"/81°26'22"
Section/Township/Range:
29 / 30S / 29E
Project: Breeze Hill MHP
Wastewater Treatment and Disposal
System Expansion

This permit is issued under the provisions of Chapter(s) 403, Florida Statutes, and Florida Administrative Code Rule(s) 17-3, 17-4 and 17-6. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

Construct: New extended aeration plants totaling 0.05 MGD capacity in stages. The effluent shall receive basic disinfection and will be disposed to ground water via two (2) modified percolation ponds of 25,200 sq. feet. bottom area. (1) Phase I: Construct 0.030 MGD capacity extended aeration plant with secondary treatment and basic disinfection to replace existing 0.020 MGD treatment plant which needs repair. (2) Phase II: Improve and repair existing 0.020 MGD capacity extended aeration plant.

Location: Walk-in-the-Water Road, South of SR 60, Lake Wales, Polk County, Florida.

Treatment Required: Secondary treatment and basic disinfection.

Operators Required: This is a Category III, Class C, treatment plant which requires the service of Class C (or higher) certified operators on-site one-half (1/2) hour per day, five (5) days per week and a weekend visit, as a minimum.

Other Permits: Current operating permit D053-106441 will be replaced by this new construction permit.

General Conditions are attached to be distributed to the permittee only.

PERMITTEE:
Dr. Ricardo Pines, Owner

I. D. Number: 4053 P 00009
Permit/Certification Number:
DC53-162659
Date of Issue:
Expiration Date: July 30, 1990

SPECIFIC CONDITIONS:

1. The required sampling shall be as follows:

<u>Parameter</u>	<u>Recording or sampling Frequency</u>
TSS	monthly
BOD ₅	monthly
pH	daily, 5 days per week
Chlorine residual	daily, 5 days per week
Flow	daily, 5 days per week
Fecal coliform	quarterly
Nitrate as N	quarterly

The sampling and analysis required above shall be in accordance with Chapter 17-19, F.A.C. and approved standard methods. Properly executed reports shall be submitted to this office on a monthly basis, by the 15th day of the following month.

- This facility which has a design capacity less than 100,000 GPO is exempt from ground water monitoring as set forth in Rule 17-4.245, F.A.C.
- The reclaimed water facilities discharging to ground waters shall be operated and maintained at all times so as to prevent overflow or seepage of water to adjacent ground surfaces or runoff to surface waters.
- Waste sludge disposal shall be in accordance with Rule 17-7, Part IV, F.A.C. Sludge which has not been analyzed pursuant to Rule 17-7.540(1) and (2), F.A.C. shall be disposed of at approved sanitary landfills or as otherwise provided in Rule 17-7.540(6), F.A.C.
- The boundary of the zone of discharge shall be 100 feet from the site (wetted disposal area) boundary or to the installation's property boundary whichever is less. The zone of discharge shall be the volume underlying the surface within this boundary to the base of the unconfined aquifer.
- Operation of the treatment plant shall be under the control of Certified Operators, in accordance with Rule 17-16.370, F.A.C., who shall perform the duties required by Rule 17-16.360 F.A.C.
- The permittee shall submit the prescribed application and supporting data for an operation permit no later than 60 days prior to expiration of this permit.

PERMITTEE:
Dr. Ricardo Pines, Owner

I. D. Number:
Permit/Certification Number:
DC53-162659
Date of Issue:
Expiration Date: July 30, 1990

SPECIFIC CONDITIONS:

8. This permit will allow a period of operation following completion of construction, to make minor changes, adjustments etc., to obtain test data to verify that the facility meets design standards, and to obtain an operation permit.
9. The applicant shall retain a professional engineer registered in the State of Florida, to observe construction of the project and to assure conformity to the application, plans and specifications as approved. Upon completion of construction, the engineer shall provide the department with a certification of completion of construction on DER Form 17-1.205(3) and record drawings in accordance with Rule 17-6.140, F.A.C.
10. The reclaimed water delivered to the land application system shall be adequately chlorinated at all times so as to maintain 0.5 mg/l total chlorine residual after a minimum contact period of 15 minutes (based on peak flow).
11. A weather resistant structure shall be provided on-site to house the maintenance and operation log for the plant, as required by Rule 17-16.360(e), F.A.C.
12. This permit does not cover any of the structural engineering aspects of this project.
13. Where water and sewer mains cross with less than eighteen inches vertical clearance, the sewer will be twenty feet of either ductile iron pipe or concrete encased vitrified clay or PVC pipe, centered on the point of crossing. When a water main parallels a sewer main, a separation of at least ten (10) feet or five (5) feet respectively should be maintained when practical.
14. The permittee will promptly notify the department upon sale or legal transfer of the permitted facility. In accordance with General Condition #11 of this permit, this permit is transferable only upon department approval. The new owner must apply, by letter, for a transfer of permit within 30 days.
15. Berms shall be constructed of material with low permeability and compacted sufficiently to prevent lateral seepage through them.

PERMITTEE:
Dr. Ricardo Pines, Owner

I. D. Number:
Permit/Certification Number:
DC53-162659
Date of Issue:
Expiration Date: July 30, 1990

SPECIFIC CONDITIONS:

16. Under normal operating conditions, maximum allowable wastewater level in any of the percolation ponds should be 1 foot above the pond bottom. Once that level is reached, the pond should be rested (removed from use until next loading cycle). A staff gauge with graduation in feet and tenths shall be provided in each pond. To ensure optimum pond operation, hydraulic loading periods of 1-7 days, with resting periods of 5-14 days are recommended.

Emergency overflow discharges shall not be allowed unless caused by storm water events in excess of the 10 year-24 hour rainfall (more than 7.0 inches for any day) or the accumulation of rainfall greater than 10 inches for any three (3) consecutive days. To document the rainfall, it is required that rain gauge readings be taken at the same time each day.

It should be noted that discharge is allowed only in amounts equal to the volume of excess rainfall (i.e., rainfall in excess of 7.0 inches for any day or the accumulation of rainfall greater than 10 inches for any three (3) consecutive days) times the surface area of pond(s).

Within 24 hour of both commencement and ending of discharge the permittee must notify the event to the department in writing. Within 10 days a report must be provided containing information on the time of discharge, volume discharged, a log of daily rain gauge readings, and wastewater characteristics for pH, BOD5, TSS, TN and TP.

17. The expansion, modification and improvement of the facility will be performed in phases. Phase I: The construction of new 0.030 MGD plant will be capable of serving 200 mobile homes only. Phase II: Existing 0.020 MGD will be taken out of service following the placement of new 0.030 MGD plant. Remedial repair work shall be performed on the existing 0.020 MGD plant. This plant shall be placed in service only after it is certified complete and operational by the professional engineer. The total capacity of the facility then will be 0.050 MGD and will serve a total of 333 mobile homes.
18. The applicant understands and accepts that in the absence of a single combined chlorine contact chamber, the two (2) plants shall require two (2) separate permits, sampling/monitoring and monthly operational reporting.

PERMITTEE:
Dr. Ricardo Pines, Owner

I. D. Number:
Permit/Certification Number:
DC53-162659
Date of Issue:
Expiration Date: July 30, 1990

SPECIFIC CONDITIONS:

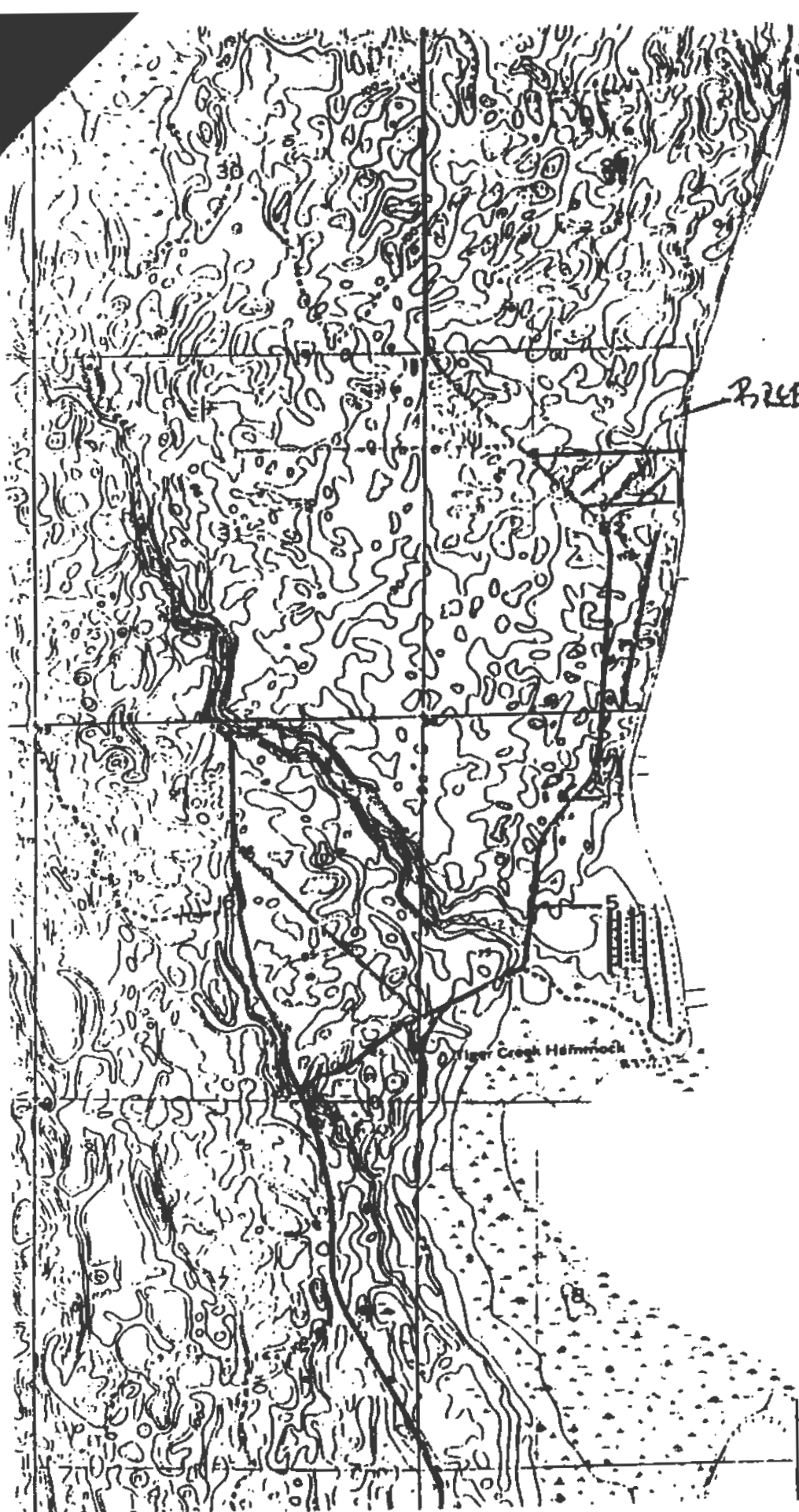
ISSUED

8-31-89

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL REGULATION

A. Alexander

A. Alexander
Deputy Assistant Secretary
3319 Maguire Boulevard
Suite 232
Orlando, Florida 32803



BREEZE HILL M-HI PK

+

W E O I

Tiger Creek Hammock

DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

FOLK COUNTY HEALTH DEPARTMENT

MONTHLY SWIMMING POOL REPORT

Name of Pool _____ Location _____ (City)
 Month _____, 19____ Operator _____

Day of Month	Free Chlorine Residual in p.p.m.				Pool Super-Chlorinated or "Shocked" (lbs. or gallons)	Flow (GPM)	Filters Back-washed	Pool Brushed & Cleaned	Pool Vacuumed
	A.M.		P.M.						
	Cl ₂	pH	Cl ₂	pH					
1									
2									
3									
4									
5									
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29									
30									
31									

Week	Cyanuric Acid * P.P.M.	Total Alkalinity (Bi-weekly)	Calcium Hardness (Bi-weekly)	Remarks
1				
2				
3				
4				

* Weekly if stabilized chlorine products utilized

Notify the Polk County Health Department (294-7661) immediately of any equipment failure that affects the quality of the water in the pool or poses a hazard to the users of the pool.



Soundvest Properties, Inc.



BREEZEHILL

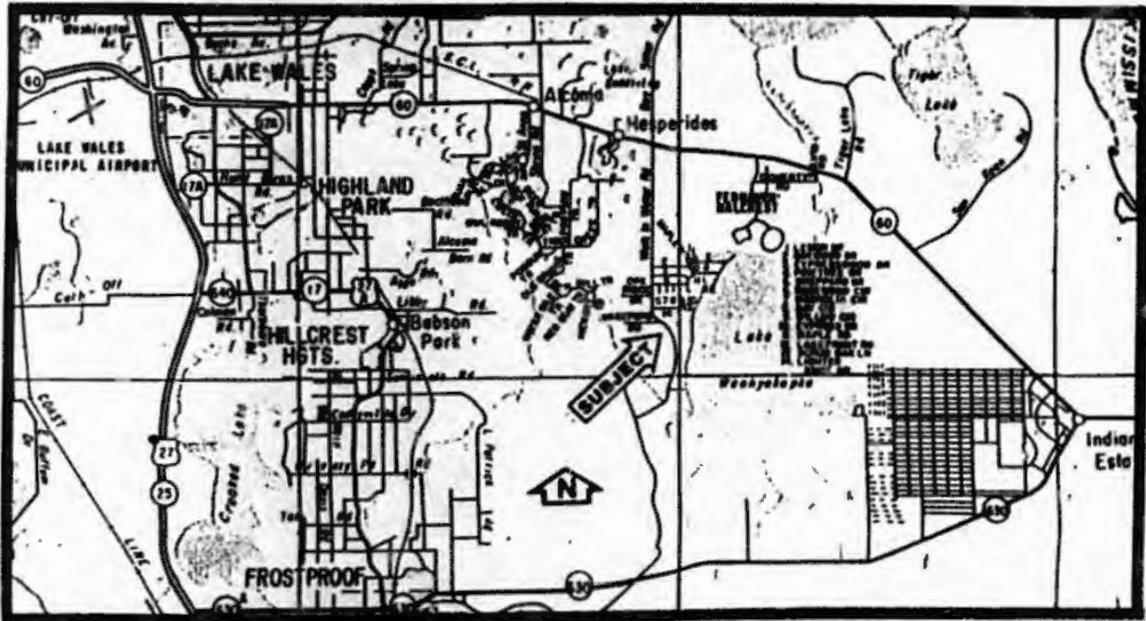
Adult Mobile Home Condo Community
41 with 45 developed lots for sale
including clubhouse, pool and other recreational facilities.
Also included are 320 undeveloped lots on 64 acres
in Polk County, Florida.

- Location:** 3½ miles South of Route 60 on Walk in Water Road about 13 miles southeast of Lake Wales. It is located on the West side of Lake Weohyakapka (Lake Walk-in-Water) a 11+ square mile lake.
- Description:** The property consists of approximately 108 gross acres. A portion of the property has been platted into Walk-in-the-Water Village, Units One, Two & Three, which consists of 134 lots on 44 acres more or less. Of these, 88 lots have been sold to residents of Breezehill and 3 to others. The remaining 43 lots are available for sale. The platted portion contains the recreational and clubhouse facilities as well as large lake front lots. The remaining portion consists of 64 acres MOL which can be developed into an additional 320 lots, a density of 5.0 lots per acre.
- Amenities:** The recreational facilities include social amenities in a beautiful rustic clubhouse with pool & jacuzzi. Golf is available at any of the area's many fine courses. Boating is also available on the adjoining lake (where catfish, speckled perch and large mouth bass abound).
- Zoning:** PUD-71-7 (Planned Unit Development)
- Price & Terms:** \$2,500,000 cash or Seller will consider terms.
- Contact:** Paul Skoric, CCIM, President, Realtor
Kenneth Van Gheem, CCIM, Realtor
Soundvest Properties, Inc.
9150 S.W. 87th Avenue, Suite 205
Miami, Florida 33176
(305) 595-1588



Any information given herewith is obtained from sources we consider reliable. However, we are not responsible for misstatement of facts, errors, omissions, prior sale, withdrawal from market, modification of mortgage commitment, terms and conditions, or change in price without notice.

NML 85033-R



Breeze Hill is 3 1/4 miles south of Route 60 on Walk in Water Road. From I-4 take U.S. 27 south to Route 60. Then go east 10 miles to Walk in Water Road. From Florida's Turnpike, exit at Yeehaw Junction and go west on Route 60. From I-95, take Circus World exit and go west.

BREEZE HILL



Florida Attractions and Cities Near Breeze Hill

MILES

- 1. Cypress Gardens 25
- 2. Disney World 49
- 3. Vero Beach 65
- 4. Orlando 70
- 5. Busch Gardens..... 72
- 6. Cape Kennedy 139
- 7. West Palm Beach 146
- 8. Miami..... 190



Breeze Hill Utilities
152 Breeze Hill
Lake Wales, Fl.33853

Name & Account _____

Address _____

Month & Date _____

Water _\$11.00

Sewer \$8.00

Total \$19.00

Total Due On. By the 10 th of month

11

WATER TARIFF

Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities
NAME OF COMPANY

152 Breeze Hill

Lake Wales, Florida 33853

(ADDRESS OF COMPANY)

(941) 696-1666

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Paul E. Bieber
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

Table of Contents

Sheet Number

Communities Served Listing

Description of Territory Served

Index of

 Rates and Charges Schedules

 Rules and Regulations

 Service Availability Policy

 Standard Forms

Technical Terms and Abbreviations

Territory Served

PAUL E. RIEBER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Polk

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

PAUL E BIEBER
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 3.1

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

PAUL E BIEBER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
Polk	Breeze Hill		

PAUL E. BIERER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may 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 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of 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" -
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature 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.
- 8.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 "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.
- 10.0 "RATE" - Amount which the utility may charge for water service which is applied to the customer's actual consumption.
- 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.

PAUL E. BIERER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 **"SERVICE"** - 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 **"SERVICE LINES"** - 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.

PAUL E BIEDER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Bronze Hill Utilities

WATER TARIFF

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(Continued to Sheet No. 6.1)

PAUL E. BIEBER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

(Continued from Sheet No. 6.0)

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PAUL E BIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

RULES AND REGULATIONS

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

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

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

- 3.0 **APPLICATION** - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.

- 4.0 **APPLICATIONS BY AGENTS** - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

- 5.0 **REFUSAL OR DISCONTINUANCE OF SERVICE** - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

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

- 7.0 **LIMITATION OF USE** - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

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

PAUL E. RIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

(Continued from Sheet No. 7.0)

8.0 **CONTINUITY OF SERVICE** - In accordance with Rule 25-30.250, Florida Administrative Code, the company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service.

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

9.0 **TYPE AND MAINTENANCE** - In accordance with Rule 25-30.545, Florida Administrative Code, the customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

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

Notwithstanding the above, the Company reserves the right to inspect 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 **PROTECTION OF COMPANY'S PROPERTY** - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

PAUL E BIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

(Continued from Sheet No. 8.0)

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

13.0 ACCESS TO PREMISES - in accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

15.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the utility shall bill the customer the base facility charge regardless of whether there is any usage.

16.0 DELINQUENT BILLS - When it has been determined that a customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.

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

PAUL E. BIEBER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

(Continued from Sheet No. 9.0)

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or splices are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

PAUL E BIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

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Meter Test Deposit	15.0
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Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

PAUL E. BIERER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE - Not Applicable

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - grandfather

PAUL E RIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

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

BILLING PERIOD - Monthly

RATE - flat rate of \$11.00

MINIMUM CHARGE - \$11.00

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - grandfather

PAUL E BIEREN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	_____	_____
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.

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customers account during the month of _____ each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING - grandfather

PAUL E. RIFAER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

METER TEST DEPOSITS

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

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The utility may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A customer may request a field test in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING -

PAUL E RIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

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.

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

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

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(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.

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING - grandfather

PAUL E BIERER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities
 WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
<u>Customer Connection (Tap-in) Charges</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage).....	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
<u>Plan Review Charge</u>	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE -
TYPE OF FILING -

PAUL E. BIERER
 ISSUING OFFICER
PRESIDENT
 TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

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APPLICATION FOR WATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

PAUL E BIERER
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

PAUL E BIEREN
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 20.0

Sample Application Form

Name _____

Telephone Number _____

Billing Address _____

City

State Zip

Service Address _____

City

State Zip

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

By signing this agreement, the customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer 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.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The customer agrees to abide by all existing Company rules and regulations as contained in the tariff.
4. Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within ___ days prior to the date the customer desires to terminate service.

Signature

Date

PAUL E RIEBER
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NC 21.0

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

APPLICATION FOR METER INSTALLATION

PAUL E BIEBER
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

COPY OF CUSTOMER'S BILL

PAUL E. RIEBEN
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities
WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Availability.....		
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Customer Installation (Customer Maintained Lines).		
Cost Records and "As-Built" Plans.....		
Design by Independent Engineers.....		
Developer Agreements.....		
Easements and Rights-of-Way.....		
Extensions Outside Certificated Territory.....		
General Information.....		
Inspections.....		
Obligations of Developer.....		
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Off-Site Facilities.....		
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Refundable Advances.....		
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System Design and Construction.....		
Table of Daily Flows.....		
Transfer of Contributed Property - Bills of Sale..		

PAUL E. BIERER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
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PAUL E. BIEBER
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 24.0

NAME OF COMPANY Breeze Hill Utilities

WATER TARIFF

SERVICE AVAILABILITY POLICY

PAUL E. BIEBER
ISSUING OFFICER
PRESIDENT

Breeze Hill Utilities
152 Breeze Hill
Lake Wales, Fl.33853

Name & Account _____

Address _____

Month & Date _____

Water __\$11.00

Sewer \$8.00

Total \$19.00

Total Due On. By the 10 th of month

WASTEWATER TARIFF

Bleber Enterprises, Inc. d/b/a Breeze Hill Utilities
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

Bieber Enterprises, Inc d/b/a Breeze Hill Utilities
NAME OF COMPANY

152 Breeze Hill

Lake Wales, Florida 33853

(ADDRESS OF COMPANY)

(941) 696-1666
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

PAUL E. BIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

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Description of Territory Served

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 Rates and Charges Schedules

 Rules and Regulations

 Service Availability Policy

 Standard Forms

Technical Terms and Abbreviations

Territory Served

PAUL E RIERER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Polk

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

PAUL E. BIEDER
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 3.1

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

PAUL E. BIERER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
Polk	Breeze Hill		

PAUL E BIEDER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 **"BFC"** - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 **"CERTIFICATE"** - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 **"COMMISSION"** - "Commission" refers to the Florida Public Service Commission.
- 4.0 **"COMMUNITIES SERVED"** - The group of customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 **"COMPANY"** -
- 6.0 **"CUSTOMER"** - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 **"CUSTOMER'S INSTALLATION"** - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature 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 customer under lease or other agreement.
- 8.0 **"MAIN"** - A pipe, conduit, or facility used for conveying wastewater service through individual services or through other mains.
- 9.0 **"POINT OF COLLECTION"** - For wastewater systems, "point of collection" shall mean point at which the Company's piping, fittings, and valves connection with the customer's piping, fittings and valves.
- 10.0 **"RATE"** - Amount which the utility may charge for wastewater service which is applied to the customer's water consumption.
- 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.

PAUL E. RIEGER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 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 387.111 of the Florida Statutes.
- 13.0 **"SERVICE LINES"** - 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.

PAUL E. RIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

PAUL E. BIERMAN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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PAUL E BIEBER
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

- 3.0 **APPLICATION** - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.

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

- 5.0 **REFUSAL OR DISCONTINUANCE OF SERVICE** - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

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

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

In no case shall a customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the 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 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.

PAUL E. BIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 8.0 **CONTINUITY OF SERVICE** - In accordance with Rule 25-30.250, Florida Administrative Code, the company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service.

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

- 9.0 **TYPE AND MAINTENANCE** - In accordance with Rule 25-30.545, Florida Administrative Code, the customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

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

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

Notwithstanding 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.

PAUL E. RIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Utilities Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 **PROTECTION OF COMPANY'S PROPERTY** - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.
- 13.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 14.0 **RIGHT OF WAY OR EASEMENTS** - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 **CUSTOMER BILLING** - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.
- In accordance with Rule 25-30.335, Florida Administrative Code, the utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.
- A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the utility shall bill the customer the base facility charge regardless of whether there is any usage.
- 16.0 **DELINQUENT BILLS** - When it has been determined that a customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 17.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

PAUL E. BIERER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 **TERMINATION OF SERVICE** - When a customer wishes to terminate service on any premises where wastewater service is supplied by the Company with wastewater service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 **UNAUTHORIZED CONNECTIONS - WASTEWATER** - Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 **ADJUSTMENT OF BILLS** - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 **EVIDENCE OF CONSUMPTION** - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

PAUL E RIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

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General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

PAUL E RIEBEN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

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 -
- RATE - Not Applicable

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

PAUL E RIEBER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - flat rate of \$8.00

MINIMUM CHARGE - \$8.00

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - grandfather

PAUL E. BIEREN
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	_____	_____
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.

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customer's account during the month of _____ each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING - grandfather

PAUL E. BIERSON
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER 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.

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

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

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(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.

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE

TYPE OF FILING - grandfather

PAUL E BIERER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities
WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	REFER TO SERVICE AVAIL. POLICY <u>AMOUNT</u> <u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charges</u>	
5/8" x 3/4" metered service	\$
1" metered service	\$
1 1/2" metered service	\$
2" metered service	\$
Over 2" metered service	Actual Cost (1)
<u>Guaranteed Revenue Charges</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/month ()GPD.....	\$
All others-per gallon/month.....	\$
Without Prepayment of Service Availability Charges:	
Residential-per ERC/month ()GPD.....	\$
All others-per gallon/month.....	\$
Inspection Fee	Actual Cost (1)
<u>Main Extension Charge</u>	
Residential-per ERC ()GPD).....	\$
A" others-per gallon	\$
or	
Residential-per lot ()foot frontage).....	\$
All others-per front foot	\$
Plan Review Charge	Actual Cost (1)
<u>Plant Capacity Charge</u>	
Residential-per ERC ()GPD).....	\$
All others-per gallon	\$
<u>System Capacity Charge</u>	
Residential-per ERC ()GPD).....	\$
All others-per gallon	\$

(1) Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE -
TYPE OF FILING - grandfather

PAUL E BIERBY
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

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PAUL E. RIEBER
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 18.0

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

PAUL E RIEBER
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

PAUL E. BIERER
ISSUING OFFICER
PRESIDENT
TITLE

Sample Application Form

Name _____

Telephone Number _____

Billing Address _____

City

State/Zip

Service Address _____

City

State/Zip

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

By signing this agreement, the customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer 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.
2. The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The customer agrees to abide by all existing Company rules and regulations as contained in the tariff.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within ___ days prior to the date the customer desires to terminate service.

Signature

Date

PAUL E. BIERER
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

PAUL E. RIERER
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY Bronze Hill Utilities
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

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- Availability.....
- Construction of Oversized Facilities.....
- Customer Connection (Tap-in).....
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- General ' formation.....
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- Obligations of Developer.....
- Obligations of Utility.....
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- Transfer of Contributed Property - Bills of Sale..

Go to Sheet No. 16.0

PAUL E RIEBER
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

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PAUL E BIEBER
ISSUING OFFICER
PRESIDENT
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY Breeze Hill Utilities

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

PAUL E RIEBER
ISSUING OFFICER
PRESIDENT
TITLE

AGREEMENT

THIS AGREEMENT made this 13th day of JUNE, 1997, by and between LAKE WALK IN THE WATER VILLAGE ASSOCIATES, LTD., a Florida Limited Partnership, whose address is 3301 Ponce De Leon Blvd., Coral Gables, Florida 33134 (hereinafter referred to as "SELLER"); PAUL E. BIEBER, whose address is 8246 Rocky River Road, Harrisburg, North Carolina 28075, (hereinafter referred to as "BUYER").

WITNESSETH

WHEREAS, SELLER, desires to sell twenty one (21) developed lots know as Breeze Hill, and common area facilities, located in Polk County, Florida which BUYER desire to purchase from SELLER upon the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, mutual promises hereby given and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SELLER, agrees to sell to BUYER, and BUYER agrees to purchase from seller, TWENTY ONE (21) developed lots, water and sewer treatment plant, club house and other common area facilities, upon the terms and conditions set forth herein, the following-described real property in Polk County, Florida, (hereinafter called the "PROPERTY").

Lots 1-2 and 1-52, in WALK-IN THE WATER VILLAGE Unit 1, as shown in Plat Book 64, Page 38; Lot 2-12 in WALK-IN THE WATER VILLAGE Unit 2, as shown in Plat Book 66, Pages 4 and 5; Lots 3-1, 3-2, 3-3, 3-4, 3-16, 3-18, 3-20, 3-22, 3-33, 3-37, 3-41, 3-43, 3-44, 3-45, 3-48, 3-57, 3-58, 3-59 in WALK-IN THE WATER VILLAGE Unit 3, as shown in Plat Book 73, Page 14 of Public records of Polk County, Florida.

2. BUYER shall pay SELLER the purchase price of One Hundred Twenty Six Thousand Dollars (126,000.00) for the twenty one (21) developed lots, if purchased, closed and paid in full within the first four (4) years of this agreement.

a) BUYER shall pay to SELLER, the sum of Six Thousand Dollars (\$6,000.00) per lot, for any lot purchase on the first

through the fourth years of this agreement.

b) BUYER shall pay to SELLER, the sum of Six Thousand Five Hundred Dollars (\$6,500.00) per lot, for any lot purchase on the fourth through seven years of this agreement.

c) BUYER shall pay to SELLER, the sum of Seven Thousand Dollars (\$7,000.00) per lot, for any lot purchase on the eighth through tenth years of this agreement.

3. BUYER shall pay SELLER the purchase price of Seventy Four Thousand Dollars (\$74,000.00) for the club house, water and sewer treatment plant, and other common area facilities, (hereinafter called the "Facilities"), such amount shall be payable as follows:

a) BUYER shall pay to SELLER, the sum of Six Thousand Dollars (\$6,000.00) upon execution of this agreement, to be applied toward the purchase price of the Facilities.

b) BUYER shall pay the SELLER, the sum of Six Hundred Dollars (\$600.00) a month for the first and second year of this agreement, to be applied toward the purchase price of the Facilities.

c) BUYER shall pay to SELLER, the sum of Seven Hundred Dollars (\$700.00) a month for the third through the tenth year of this agreement, to be applied toward the purchase price of the Facilities.

4. The BUYER shall pay to SELLER the full purchase price of the lots and the Facilities at the end of the tenth year of this agreement.

5. At the end of each calendar year an accounting reconciliation shall be sent to the BUYER by the SELLER showing the amount of money paid by the BUYER, the number of lots sold in the property and the number of lots remaining. In the event that the proportional number of lots sold by the BUYER is greater than the proportional amount of money paid by the BUYER, the BUYER shall pay the additional amount of money necessary to make the proportional ratio equal.

ie. (If the total sell price is \$200,000.00, and at the end of the first year the BUYER has sold ten (10) lots, at \$6,000.00 equal \$60,000.00. Since ten (10) lots represent half of the property the BUYER shall make additional payment to pay for the half of the purchase price. At the end of that year BUYER shall have paid \$60,000.00 plus \$7,200.00 of monthly payment for a total of \$67,200.00, and additional payment of \$28,038.10 for a total of \$95,238.10 shall be made by the BUYER in order to make proportional

ratio equal.)

6. BUYER acknowledged and that he has inspected the PROPERTY and BUYER is satisfied with its condition. The PROPERTY is being sold "AS IS", with no express or implied representation or warranties by SELLER as to physical conditions, quality of construction, workmanship, or fitness in general or any particular purpose. BUYER agrees to assume any and all debts or obligations of prior operator (HOWARD KAY d/b/a WALES GROUP, INC.) if any.

7. BUYER shall keep all buildings and/or common area facilities on PROPERTY insured at his expense against loss by fire, lightning and other casualties with a company licensed to do business in the State of Florida and approved by SELLER, to an amount at least equal to the fair market value of the PROPERTY, such insurance, together with all additional insurance which are required to make payment for losses, it is agreed that such amounts shall be paid to the SELLER and applied towards the purchase price. BUYER shall deliver copies of the policies of the insurance to the SELLER.

BUYER shall during the term of this agreement, at BUYER'S cost and expense, keep in full force and effect a policy of public liability insurance, including workmen's compensation coverage and property damages insurance, with respect to all matters which arise in connection with BUYER'S operation of the PROPERTY. The limits of public liability coverage shall not be less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and the property damages liability shall not be less than \$250,000.00 or no less than equal to the fair market value of the PROPERTY, whichever is greater. The insurance policy or policies required to be maintained by BUYER under this agreement shall name SELLER, SELLER'S designee and BUYER as insured, and shall contain a clause that the insurer will not cancel or change insurance coverage without first giving SELLER ninety (90) days prior written notice of same.

BUYER agrees to indemnify, defend and save and hold SELLER, and SELLER'S agents, successors and assigns, harmless against any and all liabilities, losses, costs and expenses (including, without limitation, any and all attorney's fees and court costs through trial and appeal) arising from or in any way connected with any acts, omissions, neglect or fault of BUYER, or any of BUYER'S agents, invitees, licensees, representative, successors or assigns, including but not limited to any death, personal injury or property damage occurring in, on or about the PROPERTY.

8. BUYER shall pay all taxes, real estate taxes, utilities, assessments and other expenses relating to the PROPERTY, including but limited to the all the real estate taxes on the developed lots and the facilities, at the earliest

possible time in order to obtain the highest possible discount offer by the State or county agency. The BUYER shall provide the SELLER proof of payment of all taxes, utilities, assessments within thirty (30) days of its due date.

9. BUYER shall be solely responsible for maintenance and repair to the PROPERTY after the date of this agreement, including but limited to the sewer treatment plant, pool, club house, roads, lots, mobile homes and other common areas; SELLER shall have no duty to maintain or repair the PROPERTY. BUYER shall keep the PROPERTY in good condition and repair at all times, at BUYER'S expense.

BUYER agrees to indemnify, defend, save and hold SELLER and SELLER'S agents, successors and assigns, harmless against any and all, claims, liabilities, losses, costs and expenses (including, without limitation, any and all attorney's fees and court costs through trial and appeal) arising from or in any way connected with any part of the maintenance of the PROPERTY and/or Maintenance Fee Agreement with the owners of lots in Walk-in-the-Water Villages, Units One, Two and Three.

10. If BUYER fails to make a payment on time or fails to perform any part of this agreement, or otherwise default on this agreement, then SELLER shall have the following remedies in addition to any other remedies allowed by law, all of which may be pursued at the same time or separately or in the alternative:

- a) SELLER shall have the right to retain all payments made by BUYER;
- b) SELLER shall have the right to re-enter and take possession of the PROPERTY without being liable to any action thereof.
- c) SELLER shall have the right to terminate this agreement so that it is no longer required to convey the PROPERTY to BUYER;
- d) SELLER shall have the right to sue BUYER for damages;
- e) BUYER shall pay to SELLER all the monies paid by the lots owners under the Maintenance Fee Agreement, recorded in Book 3753, Pages 0935 through 0944 of the Public Records of Polk County, Florida, at the time of BUYER default and all future amounts due under such Maintenance Fee Agreement by the lots owners shall be paid directly to the SELLER;
- f) SELLER shall be entitled to recover all expenses

incurred including reasonable attorneys' fees, in all jurisdictions and at all levels, including appeals, in connection with any litigation or collection arising out of this agreement.

11. BUYER shall assume full responsibility for charging and collecting maintenance fees under the Maintenance Fee Agreement, recorded in Book 3753, Pages 0935 through 0944 of the Public Records of Polk County, Florida and any other fee agreement or arrangement with the owners of lots in Walk-in-the Water Villages, units One, Two, and Three. The providing of maintenance and the charging and collection of maintenances fees shall be a matter strictly between BUYER and the owners of lots in Walk-in-the-Water Villages, units One, Two, Three. BUYER agrees to abide by any and all maintenance agreement with the lot owners. BUYER agrees to pay to the SELLER in addition to the purchase price in paragraph 2 and 3 of this agreement the amount of \$13,060.23 which the SELLER has lent to the HOWARD KAY d/b/a WALES GROUP, INC. to pay the 1996 Ad Valorem taxes of the PROPERTY.

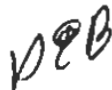
12. This agreement cannot be assigned by BUYER without prior written approval of SELLER which approval can be denied with or without cause by SELLER.

13. This agreement contains the complete, exclusive and entire agreement between SELLER and BUYER regarding the PROPERTY, and supersedes any and all prior oral written agreements between the parties regarding such matters. This agreement may be modified only by an agreement in writing signed by both parties.

14. This agreement shall be binding upon and inure to the benefit of the heirs, legal representatives and successors of the parties, and the assigns of SELLER and the permitted assigns of BUYER, and shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation which may arise in connection with this agreement shall be Dade County, Florida.

15. If any lawsuit is brought in connection with this agreement, the losing party shall pay all reasonable attorney's fees and court costs, through trial and on appeal, incurred by the prevailing party in such claim, defenses, counterclaim or cross-claim of any such action or proceeding.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the dated stated on the first page of this agreement.



Signed, sealed and delivered in the presence of:

LAKE WALK IN THE WATER VILLAGE ASSOCIATES, LTD., a Florida Limited Partnership by its General Partner PINES GROUP, INC. "SELLER"

[Signature]

By: [Signature]
Dr. Ricardo Pines, Pres.

[Signature]
Witness DEAN W. DAVIS

PAUL E. BIEBER "BUYER"

[Signature]

[Signature]

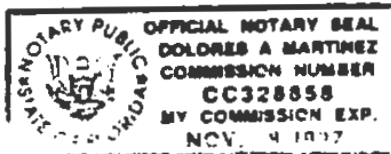
Witness

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, personally appeared Dr. Ricardo Pines, President of Pines Group, Inc., General Partner of Lake Walk in the Water Village Associates, Ltd., to me well known, and known to me to be the person described in and who executed the foregoing instrument, and who after being first duly sworn, acknowledged to and before me that he executed said instrument for the proposes therein expressed.

WITNESS my hand and official seal this 13th day of June, 1997, in the aforesaid County and State.

[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

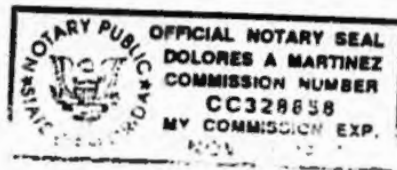


STATE OF FLORIDA
COUNTY OF Oade

BEFORE ME, personally appeared Paul E. Bieber, to me well known, and known to me to be the person described in and who executed the foregoing instrument, and who after being first duly sworn, acknowledged to and before me that he executed said instrument for the proposes therein expressed.

WITNESS my hand and official seal this 13th day of June, 1997, in the aforesaid County and State.

Dolores A. Martinez
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



AGREEMENT


THIS AGREEMENT made this 13th days of JUNE, 1997, by and between PAUL E. BIEBER and GUSTAVO A. PINES, ESQ. Escrow agent.


WHEREAS, the agreement was executed on 13th day of June, 1997 and the Assignment of Maintenance Fee Agreement needs to be executed;

WHEREAS, the agreement and the monies will be held in the escrow by Gustavo A. Pines, Esq.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Gustavo A. Pines, Esq. will hold the agreement and the sum of \$6,000.00 in escrow until Mr. Paul E. Bieber delivers the Assignment of Maintenance Fee Agreement executed by Mr. Howard Kay and Breeze Hill Homeowners association.


Paul E. Bieber


Gustavo A. Pines, Esq.



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

August 13, 1997

BREEZE HILL
152 BREEZE HILL
LAKE WALES, FL 33853

Subject: BREEZE HILL

REGISTRATION NUMBER: G97224000223

This will acknowledge the filing of the above fictitious name registration which was registered on August 12, 1997. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between July 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES. Whenever corresponding please provide assigned Registration Number.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (904) 487-6058.

Fictitious Name Section
Division of Corporations

Letter No. 097A00041173

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Application For Registration of Fictitious Name of BREEZE HILL, registered with the Department of State on August 12, 1997, as shown by the records of this office.

The Registration Number of this Fictitious Name is G97224000223.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Thirteenth day of August, 1997



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

RECEIVED
08-12-97 04:05 PM
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Section 1

1. BREEZE HILL
Fictitious Name to be Registered

2. 152 Breeze Hill
Mailing Address of Business

3. County of Polk

4. City of Lake Wales, Florida 33853
Zip Code

5. FEI Number: 59-345278

This space for office use only

Section 2

A. Owner(s) of Fictitious Name If Individual(s) (use additional sheets if necessary):

1. Last _____ First _____ M.I. _____
Address _____
City _____ State _____ Zip Code _____
SS# _____

2. Last _____ First _____ M.I. _____
Address _____
City _____ State _____ Zip Code _____
SS# _____

B. Owner(s) of Fictitious Name If Corporation(s) (use additional sheets if necessary):

1. Bieber Enterprises, Inc.
Corporate Name
152 Breeze Hill
Address
Lake Wales FL 33853
City State Zip Code
Corporate Document Number: P97000051169
FEI Number: 59-3452778
 Applied for Not Applicable

2. _____
Corporate Name
Address _____
City _____ State _____ Zip Code _____
Corporate Document Number: _____
FEI Number: _____
 Applied for Not Applicable

Section 3

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) further certify that the fictitious name shown in Section 1 of this form has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the applicant's principal place of business is located. I (we) understand that the signature(s) below shall have the same legal effect as if made under oath. (At Least One Signature Required)

Paul @ Bieber 8/8/97
Signature of Owner Date
Phone Number: 941-696-1666

Signature of Owner Date
Phone Number: _____

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name _____
_____, which was registered on _____ and was assigned
registration number _____

Signature of Owner Date

Signature of Owner Date