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July 8, 1998

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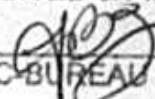
Re: Docket No. 980431-SU<sup>341</sup>  
KW Resort Utilities, Corp.

Dear Ms. Bayó:

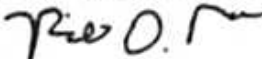
Enclosed for filing as supplemental information for our pending application, please find a REVISED copy of the company's existing tariff in the form of the new model tariff. I have enclosed the original and four copies.

If you have any additional questions, please feel free to call me. Thank you for your assistance in this manner.

RECEIVED & FILED

  
FPSC BUREAU OF RECORDS

Very truly yours,



Richard D. Melson

ACK \_\_\_\_\_

AFA \_\_\_\_\_

APP \_\_\_\_\_

CAF \_\_\_\_\_

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EAG \_\_\_\_\_

LEG 1 \_\_\_\_\_

LIN 5 \_\_\_\_\_

OPC \_\_\_\_\_

RCH \_\_\_\_\_

SEC 1 \_\_\_\_\_

WAS Brady \_\_\_\_\_

OTH \_\_\_\_\_

cc: w/attachments  
John Williams  
Patricia Brady  
Shannon Fleming  
Bill Smith

CORRE  
2-3-98

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98 JUL - 8 AM 10:50  
RECORDS AND REPORTING

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

Certificate of Service

I hereby certify that a true and correct copy of the foregoing has been furnished by hand delivery to the following party this 8th day of July 1998.

F. Marshall Deterding  
Rose, Sundstrom & Bentley, LLP  
2548 Blairstone Pines Drive  
Tallahassee, FL 32301

F. Marshall Deterding

WASTEWATER TARIFF

K W RESORT UTILITIES CORP.

6450 East Junior College Road

Key West, Florida 33040

(305) 294-9578 (24 Hours)

(Business and Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

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WILLIAM L. SMITH, JR.  
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PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.  
WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 168-S

COUNTY - MONROE COUNTY, FLORIDA

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
		980341-SU	Transfer of majority organizational control

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

Order No. 6803, Issued 7/28/75 and Order No. 11319, Issued 11/16/82

Township 67 South, Range 25 East, Section 35

A parcel of land as delineated on Maloney's plat of Stock Island as recorded in plat book 1, page 55 of official records of Monroe County, Florida and more particularly described as follows.

BEGINNING at the intersection of the Easterly abutment of the North bound lane of the Stock Island - Key West Bridge and the Southerly right-of-way line of Highway U.S. No. 1 (State Road No. 5), run in Northeasterly direction along the Southerly right-of-way line of Highway U.S. No. 1 to a point which is the intersection of said Southerly right-of-way line of Highway U.S. No. 1 and the Southerly right of way line of McDonald Avenue, thence in an Easterly direction along the Southerly right-of-way line of McDonald Avenue to a point which is the intersection of the Southerly right-of-way line of McDonald Avenue and the Southeasterly right-of-way line of Maloney Avenue; thence in a Southeasterly direction along the Southerly right-of-way line of Maloney Avenue to the shores of the Atlantic Ocean; thence meander the shoreline of Stock Island in Westerly, Southerly and Northerly direction back to the POINT OF BEGINNING.

And

Order No. 12618, Issued October 18, 1983

Township 67 South, Range 25 East, Sections 26 and 35

All that area of said sections bounded on the North, East and West by the centerline of Jr. College Road as now constructed and on the South by the centerline of U.S. Highway No. 1 (State Road No. 5) as now constructed.

WILLIAM L. SMITH, JR.  
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PRESIDENT  
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ORIGINAL SHEET NO. 4.0

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

Held for future use

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is KW RESORT UTILITIES CORP.
- 6.0 "CUSTOMER" - Any person, firm, association, corporation, governmental agency or similar organization who has an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service to individual service lines or to other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
 TITLE



K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
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K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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WILLIAM L. SMITH, JR.  
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PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

## WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.
- The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with applicable Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

## 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 for more than one hour, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

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

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any 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.

(Continued on Sheet No. 9.0)

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

**WASTEWATER TARIFF**

(Continued from Sheet No. 8.0)

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

13.0 **PROTECTION OF COMPANY'S PROPERTY** - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

No roof or cellar drainage, surface water, waste from hydrants, swimming pools, air conditioning systems or groundwater from underground storm drainage systems shall be admitted or be permitted to drain into the wastewater system. The wastewater system is intended to convey sanitary sewage and liquid wastes only.

The Company shall have the right to close up or disconnect from the sewer system any service lateral or house connection used for carrying rain, surface water, groundwater or objectionable matter.

Company's wastewater treatment plan is designed and approved to treat domestic sanitary sewage only and the collection lines are designed and approved to convey domestic sanitary sewage only.

No Customer shall discharge into the wastewater system any exhaust steam or any oils, tar, grease, gas, benzene or other combustible gases or liquids or any garbage (unless treated in a manner approved by the Company), offal, insoluble solids or industrial waste or other dangerous or harmful substances which by reason of their quantity or concentration would adversely affect the functioning of the wastewater system or the processes of wastewater treatment.

The Company reserves the right to refuse connection to the wastewater system or to compel discontinuance of use of a sewer or to compel the discontinuance of discharge of substances which by reason of their quantity or concentration would adversely affect the functioning of the wastewater system or the processes of wastewater treatment or to compel pretreatment of industrial wastes by an industry, in order to prevent discharge to the wastewater system deemed to be harmful to the system or the treatment plant, or to have a deleterious effect on the wastewater treatment or sludge handling processes.

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 as stated in the rate schedule.

(Continued on Sheet 10.0)

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

(Continued from Sheet No. 9.0)

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

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

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

- 16.0 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 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 18.0 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.
- 19.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 20.0 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.

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

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WILLIAM L. SMITH, JR.  
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PRESIDENT  
TITLE



K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

GENERAL SERVICERATE 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, as amended from time to time.
- BILLING PERIOD - Monthly

RATE -

METER SIZE	BASE FACILITY CHARGE	GALLONAGE CHARGE PER 1000 GALLONS
5/8" X 3/4"	\$25.76	\$2.86
1"	62.12	2.86
2"	192.37	2.86
3"	381.05	2.86
4"	593.35	2.86

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.3zu, 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 - Transfer of Majority Organizational Control

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
 TITLE

K W RESORT UTILITIES CORP.

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 as amended from time to time.
- BILLING PERIOD - Monthly
- RATE - All Residential \$33.86 flat rate per month, in advance, (includes single family homes, mobile homes, individually metered apartment units).
- MINIMUM CHARGE - Per month, in advance
- 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 - Transfer of Majority Organizational Control

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

REUSE OF RECLAIMED WATER

AVAILABILITY - For Key West Country Club, Inc.

APPLICABILITY - For Key West Country Club Inc.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission as amended from time to time.

BILLING PERIOD - Monthly

RATE - Charge for Reclaimed Water: \$0.25 per 1,000 gallons  
of reclaimed water

Reimbursement to Utility for  
Monies or Fees or Charges  
The Utility May Incur for  
Testing Samples of Water  
Withdrawn from Monitoring  
Wells on Golf Course. (Actual Cost)

Reimbursement to Utility for  
Money, Fees or Charges that  
Utility May Incur in Con-  
nection with Daily Testing  
of Sewage in Water in Golf  
Course Storage Pond. (Actual Cost)

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- Transfer of Majority Organizational Control

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

PRIVATE LIFT STATION OWNERSAVAILABILITY - Available throughout the area served by the Company.APPLICABILITY - For wastewater service provided to private lift station owners.LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission as amended from time to time.BILLING PERIOD - Monthly

<u>RATE</u> -	METER SIZE	BASE FACILITY CHARGE	GALLONAGE CHARGE PER 1,000 GALLONS
	5/8" X 3/4"	\$ 27.24	\$2.30
	1"	62.62	2.30
	2"	192.37	2.30

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 - Transfer of Majority Organizational Control

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
 TITLE

K W RESORT UTILITIES, CORP.

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

Residential and General Service

5/8" x 3/4"	Two Month Billing Period
1"	Two Month Billing Period
1 1/2"	Two Month Billing Period
Over 2"	Two Month Billing Period

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 April 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 -

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

## WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein.

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE :

TYPE OF FILING - Transfer of Majority Organizational Control

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
 TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

Plant Capacity Charges:

A wastewater treatment plant capacity charge of \$2700 per equivalent residential connection is required. Institutions, recreation buildings, swimming pools, commercial or civic units will be subject to negotiation with the Company to determine the number of ERCs.

The terms of payment of the plant capacity charges are as follows:

Existing Capacity (any excess not already under contract).

Upon application - 25% with application or not to exceed 90 days after consummation of Agreement. The remaining 75% due and payable upon application's requirement for service. Company in its discretion may modify these requirements

New Capacity. Upon application - 100% payment.

For any Application for Plant Capacity a contract shall be subject to the availability of land suitable for plant sites and approval and permits to construct by all governmental agencies or any regulatory body, agency or authority having jurisdiction.

In the event, at a future date, the Company is required to incur costs in order to satisfy a federal, state, county or city environmental pollution standard or standards, then in such event, Company shall recover such costs from its Owners having requested plant capacity. It is understood and agreed that rates collected by Company for wastewater service from the Customer shall be changed only by approval of the Commission.

Guaranteed Revenue Agreements: No policy by Company exists and should any become necessary for main extension, written agreements would be subject to approval by the Commission.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Majority Organizational Control

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE .....	20.0
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WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE



K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

KW RESORT UTILITIES  
6880 FRONT STREET  
PO BOX 2125  
KEY WEST, FL 33045

TELEPHONE 305-864-6876 FAX 305-864-6876

*APPLICATION FOR SANITARY SEWER SERVICE*

Account # \_\_\_\_\_

TYPE OF SERVICE: RESIDENTIAL \_\_\_\_\_ MULTI-FAMILY \_\_\_\_\_  
METERED \_\_\_\_\_ PRIVATE LIFT STATION \_\_\_\_\_

Subject to the rules, regulations, reservations and provisions of the Sewer Tariff for KW Resort Utilities Corporation as filed with the Florida Public Service Commission, I (Applicant), \_\_\_\_\_

request that sanitary sewer service be provided in \_\_\_\_\_  
(Street/Lot #), Stock Island, Key West, Florida.

I understand that KW Resort Utilities will provide the service within 72 hours of this request (Saturdays, Sundays, and holidays excluded), and I promise to pay the lawful rate for the sewer service promptly when each bill for the service is received at the following address:

BILLING ADDRESS: \_\_\_\_\_

OWNER'S TELEPHONE: \_\_\_\_\_

RENTER'S TELEPHONE: \_\_\_\_\_

APPLICANT'S DRIVER'S LICENSE: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_

NAME OF RENTER: \_\_\_\_\_

OWNER'S ADDRESS: \_\_\_\_\_

Please provide address if residence is maintained elsewhere: \_\_\_\_\_

Additionally, the undersigned has placed with KW Resort Utilities a Customer Deposit in the amount of \$ \_\_\_\_\_ as security for the payment of any amount which may be due to KW Resort Utilities.

DATE: \_\_\_\_\_ APPLICANT: \_\_\_\_\_

KW Resort Utilities, Corp. hereby accepts the above application for sanitary sewer service.

BY: \_\_\_\_\_  
KW Resort Utilities Corp.

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

ORIGINAL SHEET NO. 21.0

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

K W RESORT UTILITIES  
P.O. BOX 7128  
KEY WEST, FL 33048  
305 294-0578

**INVOICE**

711

DATE

TIME

NO. & DATE

DESCRIPTION

AMOUNT

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

ORIGINAL SHEET NO. 22.0

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

The receipt for the customer's deposit is the bottom of the application for service. Please see Sheet 20.0 for sample application form.

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.  
WASTEWATER TARIFF

ORIGINAL SHEET NO. 23.0

INDEX OF SERVICE AVAILABILITY POLICY

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Service Availability Policy .....	24.0-24.1

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

K W RESORT UTILITIES CORP.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Company will make extension to its existing facilities upon written request from any corporation, partnership, firm, association, builder, or developer (hereinafter called Owner) subject to the following conditions:

A. Charges and conditions – The Applicant for service shall at its own cost and expense, install all of the domestic wastewater collection lines, pipes, manholes and lift stations which may be required on the Property, including the engineering cost, to connect the Company's plant to the developed portions on the Property, and all other facilities necessary to make it possible for the Company to provide adequate domestic wastewater service. Before the Owner commences any construction of the domestic wastewater collection plant, Owner agrees to furnish Company evidence satisfactory to Company that the contractor employed by the Owner had provided owner with the following and agreed to the following:

- a. 100% payment and performance bond
- b. A one year guarantee against defects in workmanship and materials in the construction of all domestic wastewater lines, pipes, manholes and lift stations.
- c. Letter confirming that contractor has been in business for 3 years.
- d. Letter confirming a list of 3 comparable size projects to the project under contract with the Owner under this agreement. Company at its discretion may waive any of the requirements outlined in a-d.

Such domestic wastewater collection lines, pipes, manholes, and lift stations shall be designed and constructed with plans and specifications prepared by the Company's engineers or representatives, and be in accordance with applicable governmental regulations. After construction the said domestic wastewater lines, pipes, manholes and lift stations shall become the sole property of the Company and shall be maintained and operated by the Company. As the domestic wastewater systems of Company are extended into the Property, Owner will convey and grant to the Company, without cost to the Company the following: (i) easements for ingress and egress to all of the water meters, lift stations and pumping stations; said and installed by Company in the Property pursuant to this agreement; (ii) the lands on which lift stations and pumping stations are installed in the Property by Company; (iii) the right to use lift stations by such instruments as designed by Company, and Owner shall promptly and readily make available to Company all cost figures, records and other data requested by Company.

It shall be the responsibility of Company to maintain, operate, repair and replace all pumping stations, lift stations, force mains, collection manholes installed by Company pursuant to this Agreement, both in the Property and outside of the Property. At all times during the construction of the domestic wastewater lines and related equipment, Company shall have access to the construction and the right to inspect the construction to insure that the lines and related equipment are being installed in accordance with the plans and specifications prepared by its sanitary engineers. Owner shall construct the domestic wastewater disposal lines in such manner as to insure that no water from air conditioning systems or swimming pools shall flow into the domestic wastewater lines. Only domestic residential wastewater in its strictest sense shall be discharged into the domestic wastewater disposal system of the Company.

(Continued on Sheet 24.1)

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE

WASTEWATER TARIFF

(Continued from Sheet 24.0)

B. Refundable Agreements. Should the Owner be required to provide off site mains in excess of those required to service his properties, Company will pay the difference in costs of labor and materials which shall be determined by obtaining bids for the additional cost.

C. Guaranteed Revenue Agreements. No policy by Company exists and should any become necessary for main extensions, written agreements would be subject to approval by the Commission.

D. Plant Capacity Charges. A wastewater treatment plant capacity charge of \$2700 per equivalent residential connection is required. Institutions, recreation buildings, swimming pools, commercial or civic units will be subject to negotiation with the Company to determine the number of ERCs.

The terms of payment of the plant capacity charges are as follows:

Existing Capacity. (Any excess not already under contract).

Upon application—25% with application or not to exceed 90 days after consummation of Agreement. The remaining 75% due and payable upon application's require for service. Company in its discretion may modify these requirements.

New Capacity. Upon application – 100% payment.

For any Application for Plant Capacity a contract shall be subject to the availability of land suitable for plant sites and approval and permits to construct by all governmental agencies or any regulatory body, agency or authority having jurisdiction.

In the event, at a future date, the Company is required to incur costs in order to satisfy a federal, state, county or city environmental pollution standard or standards, then in such event, Company shall recover such costs from its Owners having requested the plant capacity. It is understood and agreed that rates collected by Company for wastewater services from the Customer shall be changed only by approval of the Commission.

E. Ownership. The ownership of the wastewater mains laid under agreements shall at all times be in the Company, its successors and assigns.

F. Easements. The Developer, Builder, or Consumer shall grant or cause to be granted to the Company all rights, easements, permits and privileges which in its opinion are necessary for the rendering of service.

WILLIAM L. SMITH, JR.  
ISSUING OFFICER  
PRESIDENT  
TITLE