

Rhema Business Services, Inc.

1344 Vickers Drive
Tallahassee, FL 32303-3041

(850) 562-9886
(850) 562-9887 FAX

October 14, 1998

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 981341-WS, Application of CHC VII, LTD. for
Grandfather Water and Wastewater Certificates in Polk
County, Florida

Dear Ms. Bayo:

Enclosed are the original and twelve (12) copies of the CHC VII, LTD. Application for Grandfather Water and Wastewater Certificates in Polk County, Florida; the original and two (2) copies of Exhibit VI, Water Tariff, and Exhibit VII, Wastewater Tariff; and one copy of Exhibit IX, Territory Map, and Exhibit X, System Maps; and a check in the amount of \$2,000.00 in payment of the appropriate filing fees.

Also enclosed is the Anglers Cove West, Ltd. Request for Representation by a Class B Practitioner/Qualified Representative.

Please address all correspondence to me at the above address, and direct any questions to me at 562-9886.

Sincerely,

Norman F. Mears

Norman F. Mears
Senior Utility Consultant

Hand deliver
Enclosures
cc: Ray Moats w/o maps

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:

W.S.

DOCUMENT NUMBER-DATE

11448 OCT 14 98

FL 562-RECORDS/REPORTING

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**

The undersigned hereby makes application for original certificates to operate a water and wastewater 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:

CHC VII, Ltd.

Name of utility

(941) 647-1581

Phone No.

(941) 647-3992

Fax No.

5015 South Florida Avenue

Office street address

Lakeland, Florida 33813-2562

City

State

Zip Code

Post Office Box 5252, Lakeland, FL 33807-5252

Mailing address if different from street address

N/A

Internet address if applicable

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

Norman F. Mears

Rhema Business Services, Inc.

Name

(850) 562-9886

Phone No.

1344 Vickers Drive

Street address

Tallahassee, Florida 32303

City

State

Zip Code

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

Corporation

Partnership

Sole-Proprietorship

Other: Limited Partnership

(Specify)

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

N/A

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.)

Century Realty Funds, Inc.

5015 South Florida Avenue, Lakeland, FL 33813 10%

Raymond Moats

5015 South Florida Avenue, Lakeland, FL 33813 8%

T & A Investments, Inc.

5015 South Florida Avenue, Lakeland, FL 33813 82%

PART II SYSTEM INFORMATION

A) WATER

- (1) Exhibit I - A statement describing the proposed types of water service to be provided (i.e. potable, non-potable or both).
- (2) Provide a description of the types of customers serviced (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

Mobile homes

- (3) **Exhibit II** - 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:

Southwest Florida Water Management District

Permit No. 207187.05

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

1986

- (6) **Exhibit III** - 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 serviced (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

Mobile homes

- (2) **Exhibit IV** - 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:

Department of Environmental Protection

Permit No. D053-200395 (New permit applied for)

- (4) Indicate when the wastewater utility system was established.

1986

- (5) Exhibit III - 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 V - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibits VI and VII - The original and two copies of water and wastewater tariffs 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 VIII - 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 IX - 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 is 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 X - 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:


\$1,000 (for water) and \$1,000 (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 to 500 ERC's the filing fee shall be \$500.
- (4) For applications in which the utility has the capacity to serve from 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, CHC VII, Ltd. (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 constitute a complete statement of the matter to which it relates.

BY: 
Applicant's Signature

Ray Moats
Applicant's Name (Typed)

President of General Partner
Applicant's Title*

Subscribed and sworn to before me this _____ of October, 1998.

Notary Public

* If the 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 the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

CHC VII, Ltd.
Application for Grandfather Certificate
Statement Describing the Proposed Types
of Water Service to Be Provided

CHC VII, Ltd. provides potable water service to Swiss Golf & Tennis Club Mobile Home Park and Hidden Golf Club Mobile Home Park.

Exhibit I

CHC VII, Ltd.
Application for Grandfather Certificate

Schedule Showing the Number of Water Customers Currently Served
by Class and Meter Size, and the Number of Water Customers
to Be Served When the Requested Service Territory
Is Fully Occupied

<u>Customer Class</u>	<u>Meter Size</u>	<u>Current Customers</u>	<u>Built-out Customers</u>
Residential	5/8 x 3/4"	870	870

CHC VII, Ltd.
Application for Grandfather Certificate

Evidence that the Utility Owns the Land on which
the Water and Wastewater Treatment Facilities
Are Located

Please see the attached warranty deed.

Exhibit III



This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one

Made this 23rd day of January A. D. 1985
Between RUSSELL H. SNIVELY and HARRIET W. SNIVELY, his wife
Post Office Box 2271, Winter Haven, Florida 33880
of the County of Polk in the State of Florida
party of the first part, and
CNC, VII, Ltd, a Florida Limited Partnership, 2933 South
Florida Avenue, Lakeland, Florida 33802
of the County of Polk in the State of Florida
party of the second part,

Witnesseth that the said party of the first part, for and in consideration of the sum of Ten and no/100 -----Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of Polk, State of Florida, to wit:

Per Schedule I Attached.

Subject to taxes for 1985 and subsequent years, and to other restrictions, easements, and/or reservations of record, if any.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.
In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

[Handwritten signatures]

RUSSELL H. SNIVELY

HARRIET W. SNIVELY

R - This instrument was prepared by
J. KELLY KENNEDY
STRAUGHN, SHARIT, BURN & CHILTON, P.A.
255 Magnolia Ave., P. O. Box 2295
Winter Haven, Florida 33880

6750.00

State of Florida
County of POLK

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, RUSSELL H. SNIVELY and HARRIET W. SNIVELY, his wife to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed. Witness my hand and official seal at _____ and State of Florida, this 23rd day of January, A. D. 1985.

My Commission Expires _____
Notary Public, State of Florida at Large
My Commission Expires March 30, 1986
[Signature]
Notary Public

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POLK OFF. REC. PAGE

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1985 JAN 28 PM 2:33

CHLVII

713/3

SCHEDULE I

2299 1578
POLK OFF. REC. PAGE

The NW-1/4 and the W-1/2 of the NE-1/4 of Section 35, Township 27 South, Range 26 East.

AND

The South 287 feet of the W-1/2 of Lot 1; Lot 2, LESS that portion thereof lying North of Highway #17; LESS the East 100 feet of the North 617 feet and LESS road right-of-way for State Road #600; And

All of Lot 9:

In H.S. RIGGINS SUBDIVISION of S-1/2 of Section 27, Township 27 South, Range 26 East, according to the plat thereof recorded in Plat Book 3, Page 38, Public Records of Polk County, Florida,

AND

Together with an ingress-egress Easement over the following described real estate, to-wit:

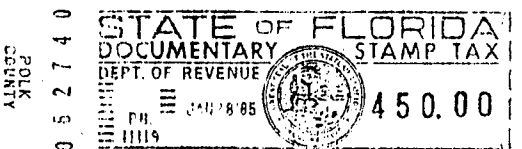
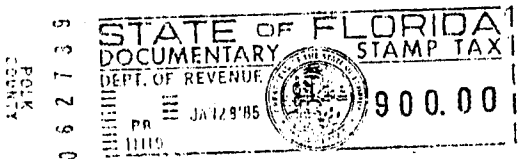
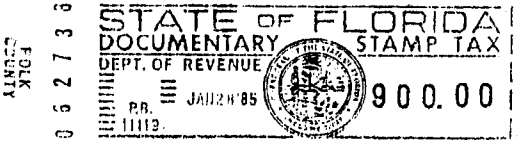
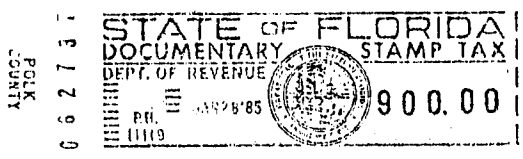
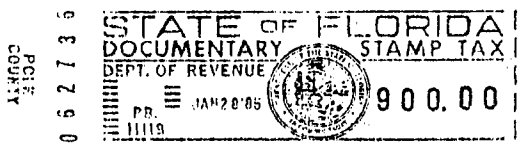
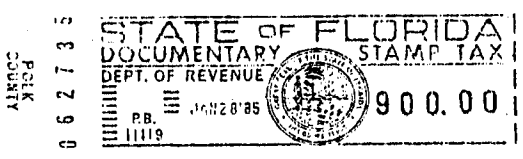
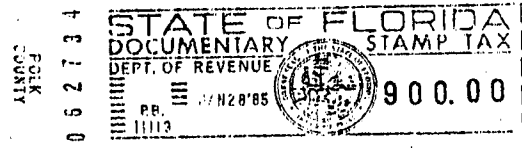
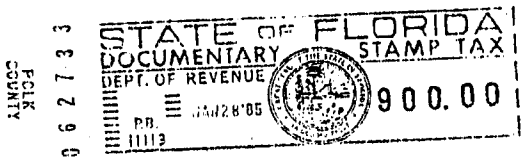
That parcel of land lying within 15.00 feet of either side of a line described as follows:

Commence at the Southwest corner of the Southeast Quarter of Section 35, Township 27 South, Range 26 East, run thence N 89°41'14" E along the South line of Section 35 a distance of 38.30 feet to the Point of Beginning. Thence from the P.O.B. run N 01°15'46" W 885.00 feet, thence N 36°37'16" W 543.00 feet, thence N 25°53'16" W 320.55 feet,

Thence N 10°23'04" E 349.58 feet, thence N 21°56'26" W 515.37 feet, thence N 04°06'04" E 318.48 feet to the South line of the Northwest Quarter of Section 35, Township 27 South, Range 26 East and end of Easement. Said point being S 89°45'19" W 541.72 feet of the Southeast corner of the Northwest Quarter of said Section 35.

FILED, RECORDED AND
RECORD VERIFIED
E.D. 'Bud' DIXON, Ck. Cr. Cl.
POLK COUNTY, FLA.
D.C.

TOGETHER with any wells on the land, any pump, pumphouse, irrigation facilities and equipment, and all orange trees located on the land together with the 1984-1985 citrus fruit crop to be grown or now growing on the trees and subsequent crops thereafter.



CHC VII, Ltd.
Application for Grandfather Certificate

Schedule Showing the Number of Wastewater Customers Currently Served
by Class and Meter Size, and the Number of Wastewater Customers
to Be Served When the Requested Service Territory
Is Fully Occupied

<u>Customer Class</u>	<u>Meter Size</u>	<u>Current Customers</u>	<u>Built-out Customers</u>
Residential	5/8 x 3/4"	870	870

CHC VII, Ltd.
Application for Grandfather Certificate

Statement Specifying on What Date and Under What Authority
the Current Rates and Charges Were Established

The current rates are disclosed within the prospectus and lease pursuant to Chapter 723, Florida Statutes, governing mobile home rental communities.

Exhibit V

CHC VII, Ltd.
Application for Grandfather Certificate

Legal Description

Sections 27 and 35, Township 27 South, Range 26 East, Polk County, Florida

The East 663.0 feet of the South 1658.61 feet of the SE 1/4 of Section 27, Township 27 South, Range 26 East, Polk County, Florida.

And the NW 1/4 and the West 1/2 of the NE 1/4 of Section 35, Township 27 South, Range 26 East, Polk County, Florida.

Exhibit VIII

WASTEWATER TARIFF

CHC VII, LTD.

Polk County

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Exhibit VII

WASTEWATER TARIFF

CHC VII, LTD.

5015 South Florida Avenue
Lakeland, Florida 33813-2562

Business Telephone: (941) 647-1581
Emergency Telephone: (941) 551-6085

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Ray Moats
President of General Partner

WASTEWATER TARIFF

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Ray Moats
President of General Partner

CHC VII, LTD.

ORIGINAL SHEET NO. 3.0

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Polk

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number Date issued Docket Number _____ Type _____

Ray Moats
President of General Partner

CHC VII, LTD.

ORIGINAL SHEET NO. 3.1

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

Sections 27 and 35, Township 27 South, Range 26 East, Polk County, Florida

The East 663.0 feet of the South 1658.61 feet of the SE 1/4 of Section 27, Township 27 South, Range 26 East, Polk County, Florida.

And the NW 1/4 and the West 1/2 of the NE 1/4 of Section 35, Township 27 South, Range 26 East, Polk County, Florida.

Ray Moats
President of General Partner

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedules(s) Available</u>	<u>Sheet No.</u>
Polk	Swiss Golf & Tennis Club Mobile Home Park	RS	20.0
Polk	Hidden Golf Club Mobile Home Park	RS	20.0

Ray Moats
President of General Partner

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Ray Moats
President of General Partner

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

Ray Moats
President of General Partner

WASTEWATER TARIFF

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Ray Moats
President of General Partner

WASTEWATER TARIFF

(Continued for Sheet No. 6.0)

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Ray Moats
President of General Partner

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

(Continued to Sheet No. 10.0)

Ray Moats
President of General Partner

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

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

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

- 6.0 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 consumer only for the purposes specified in the application for wastewater service. Wastewater service rendered to the customer for the consumer's own use and shall be collected directly into the Company's main wastewater lines.

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

(Continued to Sheet No. 11.0)

Ray Moats
President of General Partner

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

and until reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing, and inspections.

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

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

- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in 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.

(Continued to Sheet No. 12.0)

Ray Moats
President of General Partner

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

- 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 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.

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

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

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

- 14.0 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.

(Continued to Sheet No. 13.0)

Ray Moats
President of General Partner

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

- 15.0 BILLING PERIODS - Customers pay the base charge monthly, in advance, in the lot rental amount but not in the base rent. The Utility bills customers quarterly, in arrears, for the excess consumption charges. Bills shall become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

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

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

- 17.0 PAYMENT OF WASTEWATER AND WATER SERVICE BILLS CONCURRENTLY - When both wastewater and water service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both wastewater service and water service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not re-establish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.

(Continued to Sheet No. 14.0)

Ray Moats
President of General Partner

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a wastewater or water public utility shall not be incorporated into the rate for wastewater or water service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing Customer. The outgoing customer shall be held responsible for all wastewater service rendered on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied wastewater service by the Company; the customer's deposit may not be transferred from one name to another.

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

- 20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.

(Continued to Sheet No. 15.0)

Ray Moats
President of General Partner

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

- 21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.340 and 25-30.350, Florida Administrative Code.
- 22.0 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 Rules 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.
- 23.0 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.
- 23.1 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that customer is not billed for any wastewater usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the Company to be able to recover its fixed cost of having wastewater service available to those premises upon request by the customer.

Ray Moats
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CHC VII, LTD.

ORIGINAL SHEET NO. 16.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

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President of General Partner

CHC VII, LTD.

ORIGINAL SHEET NO. 17.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

Ray Moats
President of General Partner

WASTEWATER TARIFF

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Residential Service, RS	20.0
Service Availability Fees and Charges	24.0

Ray Moats
President of General Partner

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area serviced 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- N/A
- RATE - N/A

MINIMUM BILL - N/A

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

EFFECTIVE DATE -

TYPE OF FILING - Grandfather Certificate

Ray Moats
President of General Partner

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water and 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- Base Charge: Monthly in advance
Excess Consumption Charge: Quarterly in arrears
- RATE - Water and Wastewater for 5/8x3/4" Meters:
- | | |
|--|---------|
| Up to 8,000 gallons | \$15.00 |
| per 1,000 gal. over 8,000 up to 10,000 | \$ 1.25 |
| per 1,000 gal. over 10,000 | \$ 2.00 |
- MINIMUM BILL - \$15.00
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Grandfather Certificate

Ray Moats
President of General Partner

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the Sumter County systems.
- APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - Per Unit

Base Facilities Charge

All meter sizes N/A

Gallonge Charge per 1,000 gallons N/A

BASE FACILITY CHARGE - N/A

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

EFFECTIVE DATE -

TYPE OF FILING -

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WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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"	N/A	N/A
1"	N/A	N/A
1 1/2"	N/A	N/A
Over 2"	N/A	N/A

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. The Company shall provide the customer with reasonable written notice of not less than thirty (30) days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two (2) monthly billing periods for the twelve-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 23.0)

Ray Moats
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WASTEWATER TARIFF

(Continued from Sheet No. 22.0)

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

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of twenty-three (23) months, the Company shall refund the customer's deposit provided the customer has not, in the preceding twelve (12) months:

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of twenty-three (23) months and shall pay interest on the non-residential customer's deposit at the rate of seven percent (7%) per annum upon retainment of such deposit.

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

EFFECTIVE DATE -

TYPE OF FILING - Grandfather Certificate

Ray Moats
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WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require 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	N/A
Normal Reconnection	N/A
Violation Reconnection	N/A
Premises Visit (in lieu of disconnection)	N/A

[1] Actual cost is equal to the total cost incurred for services.

EFFECTIVE DATE -

TYPE OF FILING - Grandfather Certificate

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WASTEWATER TARIFF

SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NUMBER</u>
<u>Customer Connection (Tap-in) Charge</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	\$	
Inspection Fee	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	\$	
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 -

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WASTEWATER TARIFF

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Ray Moats
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CHC VII, LTD.

ORIGINAL SHEET NO. 26.0

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Ray Moats
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CHC VII, LTD.

ORIGINAL SHEET NO. 27.0

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

N/A

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WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

CHC VII, LTD. AND TERMS P.O. BOX 5252 • LAKELAND, FL 33807 BILLING INQUIRIES CALL 9-5 647-1581 REQUEST UTILITY BILLING DEPT.		FORWARDING & ADDRESS CORRECTION REQUESTED
PLEASE BRING THIS ENTIRE BILL TO OFFICE OR MAIL THIS STUB WITH YOUR PAYMENT.		
NET AMOUNT TO BE PAID		NET AMOUNT TO BE PAID

HIDDEN GOLF CLUB P.O. BOX 5252 • LAKELAND, FL 33807 BILLING INQUIRIES CALL 9-5 647-1581 REQUEST UTILITY BILLING DEPT.		FORWARDING & ADDRESS CORRECTION REQUESTED			
TYPE OF SERVICE	METER READING		USED	CHARGES	
	PRESENT	PREVIOUS			
PLEASE BRING THIS ENTIRE BILL TO OFFICE OR MAIL THIS STUB WITH YOUR PAYMENT.					
METER READ		CLASS	NET AMOUNT TO BE PAID	LATE FEE	GROSS AMOUNT TO BE PAID
MONTH	DAY				

CUSTOMER		PAY GROSS AMOUNT AFTER THIS DATE
ROUTE	ACCOUNT	
NET AMOUNT TO BE PAID		GROSS AMOUNT TO BE PAID

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WASTEWATER TARIFF

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Service Availability Policy.....	30.0
Table of Daily Flows.....	N/A

Ray Moats
President of General Partner

CHC VII, LTD.

ORIGINAL SHEET NO. 30.0

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

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CHC VII, LTD.

ORIGINAL SHEET NO. 31.0

WASTEWATER TARIFF

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981341

WATER TARIFF

CHC VII, LTD.

Polk County

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Exhibit VI

WATER TARIFF

CHC VII, LTD.

5015 South Florida Avenue
Lakeland, Florida 33813-2562

Business Telephone: (941) 647-1581
Emergency Telephone: (941) 551-6085

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Ray Moats
President of General Partner

WATER TARIFF

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Territory Served	3.0

Ray Moats
President of General Partner

CHC VII, LTD.

ORIGINAL SHEET NO. 3.0

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - Polk

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number Date issued Docket number _____ Type _____

Ray Moats
President of General Partner

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Sections 27 and 35, Township 27 South, Range 26 East, Polk County, Florida

The East 663.0 feet of the South 1658.61 feet of the SE 1/4 of Section 27, Township 27 South, Range 26 East, Polk County, Florida.

And the NW 1/4 and the West 1/2 of the NE 1/4 of Section 35, Township 27 South, Range 26 East, Polk County, Florida.

Ray Moats
President of General Partner

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedules (s) Available</u>	<u>Sheet No.</u>
Polk	Swiss Golf & Tennis Club Mobile Home Park	RS	18.0
Polk	Hidden Golf Club Mobile Home Park	RS	18.0

Ray Moats
President of General Partner

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Ray Moats
President of General Partner

WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the Company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all 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 for in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICES LINES" - The pipe between the Company's mains and the point of mains to 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.

Ray Moats
President of General Partner

WATER TARIFF

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(Continued to Sheet No. 6.1)

Ray Moats
President of General Partner

WATER TARIFF

(Continued from Sheet No. 6.0)

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Ray Moats
 President of General Partner

WATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

(Continued to Sheet No. 8.0)

Ray Moats
President of General Partner

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

6.0 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.

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

(Continued to Sheet No. 9.0)

Ray Moats
President of General Partner

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

(Continued to Sheet No. 10.0)

Ray Moats
President of General Partner

WATER TARIFF

(Continued from Sheet No. 9.0)

- 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 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 on the customer's premises and shall knowingly permit no one but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

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

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

(Continued to Sheet No. 11.0)

Ray Moats
President of General Partner

WATER TARIFF

(Continued from Sheet No. 10.0)

- 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 BILLING PERIODS - Customers pay the base charge monthly, in advance, in the lot rental amount but not in the base rent. The Utility bills customers quarterly, in arrears, for the excess consumption charges. Bills shall become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.
- There shall be no liability of any kind against the Company for the discontinuance of water service to the consumer for that customer's failure pay the bills on time.
- Partial payment of a bill for water service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.
- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The

(Continued to Sheet No. 12.0)

Ray Moats

President of General Partner

WATER TARIFF

(Continued from Sheet No. 11.0)

Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

18.0 TAX CLAUSE - 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.

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

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

20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and unless settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.

(Continued to Sheet No. 13.0)

Ray Moats
President of General Partner

WATER TARIFF

(Continued from Sheet No. 12.0)

- 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. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.
- 22.0 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 spaces 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 overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 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 for measuring the quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.

(Continued to Sheet No. 14.0)

Ray Moats
President of General Partner

WATER TARIFF

(Continued from Sheet No. 13.0)

- 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 prior to its effective date.
- 27.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that customer is not billed for any water usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the Company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

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ORIGINAL SHEET NO. 15.0

WATER TARIFF

HELD FOR FUTURE USE

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WATER TARIFF

INDEX OF RATE AND CHARGES SCHEDULES

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General Service, GS	17.0
Meter Test Deposit	22.0
Miscellaneous Service Charges	23.0
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Residential Service, RS	18.0
Service Availability Fees and Charges	24.0

Ray Moats
 President of General Partner

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- N/A
- RATE - N/A

MINIMUM BILL - N/A

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

EFFECTIVE DATE -

TYPE OF FILING - Grandfather Certificate

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WATER TARIFF

RESIDENTIAL SERVICERATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water and 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- Base Charge: Monthly in advance
Excess Consumption Charge: Quarterly in arrears

RATE - Water and Wastewater for 5/8x3/4" Meters:

Up to 8,000 gallons	\$15.00
per 1,000 gal. over 8,000 up to 10,000	\$ 1.25
per 1,000 gal. over 10,000	\$ 2.00

MINIMUM CHARGE - \$15.00

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

EFFECTIVE DATE -

TYPE OF FILING - Grandfather Certificate

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WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all master-metered residential customer including, but not limited to Condominiums, Apartments and Mobile Home Parks.

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

BILLING PERIOD- N/A

RATE - N/A

BASE FACILITY CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING- Grandfather Certificate

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WATER TARIFF

FIRE PROTECTION CHARGES

WATER

AVAILABILITY -

APPLICABILITY -

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

BILLING PERIOD- N/A

RATE - Public Fire Protection - per hydrant
N/A

Private Fire Protection -
N/A

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE -

TYPE OF FILING - Grandfather Certificate

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WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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"	N/A	N/A
1"	N/A	N/A
1 1/2"	N/A	N/A
Over 2"	N/A	N/A

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. The Company shall provide the customer with reasonable written notice of not less than thirty (30) days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two (2) monthly billing periods for the twelve-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 21.1)

Ray Moats
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WATER TARIFF

(Continued from Sheet No. 21.0)

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

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of twenty-three (23) months, the Company shall refund the customer's deposit provided the customer has not, in the preceding twelve (12) months:

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of twenty-three (23) months and shall pay interest on the non-residential customer's deposit at the rate of seven percent (7%) per annum upon retainment of such deposit.

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

EFFECTIVE DATE -

TYPE OF FILING - Grandfather Certificate

Ray Moats
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WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

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

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

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25-30.265, Florida Administrative Code.

EFFECTIVE DATE -

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MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require 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	N/A
Normal Reconnection	N/A
Violation Reconnection	N/A
Premises Visit (in lieu of disconnection)	N/A

EFFECTIVE DATE -

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WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NUMBER</u>
<u>Back-Flow Preventer Installation Fee</u>		
5/8 x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost	[1]
<u>Customer Connection (Tap-in) Charge</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"	\$	
<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 - Grandfather Certificate

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President of General Partner

WATER TARIFF

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	26.0
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Ray Moats
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ORIGINAL SHEET NO. 26.0

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

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ORIGINAL SHEET NO. 27.0

WATER TARIFF

APPLICATION FOR WATER SERVICE

N/A

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ORIGINAL SHEET NO. 28.0

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

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President of General Partner

WATER TARIFF

COPY OF CUSTOMER'S BILL

<p>OVERSEAS WATER TARIFFS 2000-2001 WATER TARIFF ENERGY DEVELOPMENT CORPORATION 1000 EAST WASHINGTON AVENUE MIAMI, FLORIDA 33132</p>	<p>FORWARDING & ADDRESS CORRECTION REQUESTED</p>
<p>NET AMOUNT TO BE PAID</p>	<p>NET AMOUNT TO BE PAID</p>

PLEASE BRING THIS ENTIRE BILL TO OFFICE
OR MAIL THIS STUB WITH YOUR PAYMENT.

<p>HIDDEN GOLF CLUB P.O. BOX 5252 • LAKELAND, FL 33807 BILLING INQUIRIES CALL 9-5 647-1581</p>				<p>FORWARDING & ADDRESS CORRECTION REQUESTED REQUEST UTILITY BILLING DEPT.</p>	
TYPE OF SERVICE	METER READING		USED	CHARGES	
	PRESENT	PREVIOUS			

PLEASE BRING THIS ENTIRE BILL TO OFFICE
OR MAIL THIS STUB WITH YOUR PAYMENT.

CUSTOMER		PAY GROSS AMOUNT AFTER THIS DATE
ROUTE	ACCOUNT	
NET AMOUNT TO BE PAID		GROSS AMOUNT TO BE PAID

METER READ		CLASS	NET AMOUNT TO BE PAID	LATE FEE	GROSS AMOUNT TO BE PAID
MONTH	DAY				

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ORIGINAL SHEET NO. 30.0

WATER TARIFF

HELD FOR FUTURE USE

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President of General Partner

WATER TARIFF

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ORIGINAL SHEET NO. 32.0

WATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

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