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150 NORTH COMMERCE AVENUE
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P.O. Box 2025
Sebring, FL 33871

March 22, 1999

Telephone
(941) 382-3686
Fax (941) 382-1509

Public Service Commission
Attention: Ms. Stephanie Clapp
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

RECEIVED
MAR 23 1999
Florida Public Service Commission
Division of Water and Wastewater

RE: Application for Original Certificate:
THE WOODLANDS OF LAKE PLACID, L.P.
For a Utility in Existence and Charging Rates

990374-WU

Dear Ms. Clapp:

I am enclosing for your review the original and five (5) copies of "The Woodlands of Lake Placid, L.P.'s" application for original water certificates. I am also enclosing as per Mr. John D. Williams' letter of 12/9/98 a copy of Woodland's Department of Environmental Protection permit, a copy of their Water Management District permit, and a copy of registration with the Florida Secretary of State, The Woodlands of Lake Placid, Limited Partnership, as an Indiana limited partnership authorized to do business in Florida.

I am also furnishing you with two additional maps of the proposed water territory and the existing facilities.

Please note that we have revised the affidavit signed by R. Anthony Cozier, the "Delinquent Charge", and furnished additional information on the subdivisions served. We will, of course, need to mail and publish the required notices.

I was not sure how many Exhibit "H" (Water Tariff) you needed. I have attached three to the original application and three to each of the five copies.

I would greatly appreciate it if you would review the application and advise me of any additional information you feel is necessary before filing the application.

I am enclosing my trust check in the amount of \$1,500.00 for the filing fee. If you feel the application is sufficient, please file it and furnish me with a draft of the notices to be mailed and

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

Initials of person who forwarded check:

[Handwritten signature]

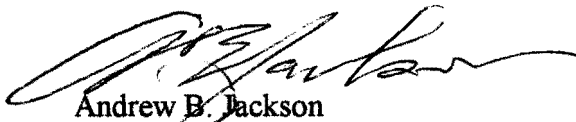
DOCUMENT NUMBER-DATE
03749 MAR 23 99
FPSC-RECORDS/REPORTING

Public Service Commission
Attention: Ms. Stephanie Clapp
Page Two
March 19, 1999

published. If you need additional information or documentation, please advise and we will furnish it as soon as possible.

Your continued cooperation is appreciated.

Sincerely yours,



Andrew B. Jackson

ABJ:i

Enclosures:

- 1) Original & 5 copies Application & Exhibits; additional copies Exhibit "H";
- 2) Department of Environmental Protection, "Notice of Agency Action", Highlands County - PW, PWS ID No. 5280304, Application No. WC28-27949 (3 pages); Southwest Florida Water Management District letter re "Final Agency Action Transmittal Letter - Transfer Water Use Permit No. 209490.00", along with Southwest Florida Water Management District General Consumptive Use Permit No. 209490.00, Permit Granted 4-11-1989, Groundwater (4 pages); State of Florida Department of Environmental Regulation, "Notice of Permit Issuance", DER File No. 5280304, Highlands County-PWS, Lake Placid Camp Florida, Water Treatment Plant No. 2 West, 10" Main Supply Well (3 pages); along with Florida Department of Environmental Regulation, South District, I.D.No.5280304, Permit/Certification Number WC28-171989, Date of Issue 12-15-89 Project: Camp Florida Resort Water Treatment Plant No. 2 - West 10" Supply Well (7 pages);
- 3) State of Florida, Certificates: "THE WOODLANDS OF LAKE PLACID, L.P. doing business in Florida as THE WOODLANDS OF LAKE PLACID, LIMITED PARTNERSHIP", an Indiana Limited Partnership, authorized to do business on September 14, 1995; along with State of Indiana, Office of the Secretary of State, Certificate of Existence" for THE WOODLANDS OF LAKE PLACID, L.P. certified 9/14/95. (2 pages).
- 4) List of Subdivision this application (The Woodlands) will be serving.
- 5) Two additional maps.
- 6) Trust check \$1,500.00 filing fee

copy: Mr. John Lovelette

APPLICATION FOR ORIGINAL CERTIFICATE
FOR A UTILITY IN EXISTENCE AND CHARGING RATES

(Pursuant to Section 367.045, Florida Statutes)

RECEIVED

MAR 23 1999

Florida Public Service Commission
Division of Water and Wastewater

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 certificate(s) to operate a water X ~~gas~~ ~~solid waste~~ ~~sewer~~ utility in HIGHLANDS 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:

The Woodlands of Lake Placid, L.P.
Name of utility

(941) 699-1936 (941) 699-1890
Phone No. Fax No.

1525 U.S. Hwy. 27 South
Office street address

Lake Placid, Florida 33852
City State Zip Code

(same)
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:

John H. Lovelette (941) 699-1991
Name Phone No.

1525 U.S. Hwy. 27 South
Street address

Lake Placid, Florida 33852
City State Zip Code

- (4) Indicate when the water utility system was established.
Original established in December of 1989. Purchased by present owner September 1995.
- (5) Exhibit D - Evidence that the utility owns the land where the water facilities are located. 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) Exhibit E - A schedule showing the number of customers by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.~~
- ~~(2) 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:~~
- | | |
|------------------------|---------------------------|
| DO28-207230 | March 17, 1992 |
|------------------------|---------------------------|
- ~~(3) Indicate when the wastewater utility system was established.~~
- | |
|---------------------------|
| March 17, 1992 |
|---------------------------|
- ~~(4) Exhibit F - Evidence that the utility owns the land where the wastewater facilities are located. 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 FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit E - A statement regarding the financial and technical ability of the applicant to continue to provide service.
- B) Exhibit F - A statement explaining how and why the applicant began providing water ~~and/or wastewater~~ service prior to obtaining a PSC certificate.

PART IV RATES AND TARIFFS

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

PART V TERRITORY DESCRIPTION AND MAPS

A) TERRITORY DESCRIPTION

Exhibit I - 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 is currently serving. ~~It shall specify and delineate the territory to be served and the territory to be discontinued.~~

Exhibit J - If the applicant is requesting territory not serviced at the time of the application provide the following:

- (1) A statement showing the need for service in the proposed area.
- (2) A statement that, to the best of the applicant's knowledge, the provision of service in this territory will be consistent with the water and wastewater sections of the local comprehensive plan as approved by the Department of Community Affairs at the time the application is filed. Or, if not consistent, a statement demonstrating why granting the territory would be in the public interest.

B) TERRITORY MAPS

Exhibit K - 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. ~~It shall include the name of the map, the date of the map, the name of the county, the name of the applicant, the name of the territory to be served, the name of the territory to be discontinued, and the name of the applicant's representative.~~

C) **SYSTEM MAPS**

Exhibit L - One copy of detailed map(s) showing existing lines, facilities and the territory being served. **Additionally, any requested territory not served at the time of application shall be specifically identified.** Map(s) should 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 VI **NOTICE OF ACTUAL APPLICATION**

A) Exhibit M - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

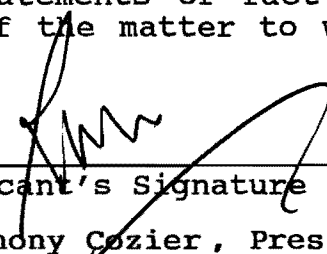
- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water ~~and wastewater~~ utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. **THIS MAY BE A LATE-FILED EXHIBIT**

PART VIII AFFIDAVIT

I, R. ANTHONY COZIER, President of CAMPER CORRAL, INC. the general partner of THE WOODLANDS OF LAKE PLACID, L.P. (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY:



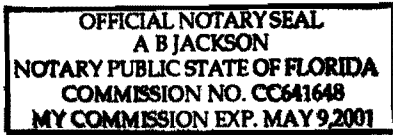
Applicant's Signature

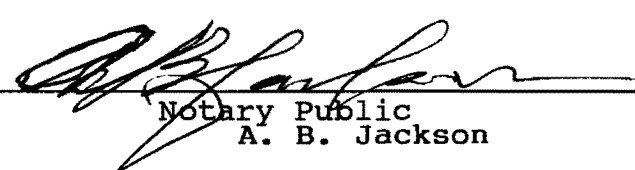
R. Anthony Cozier, President
Applicant's Name (Typed)

General Partner

Applicant's Title *

Subscribed and sworn to before me this 9th
of November 19 98.





Notary Public
A. B. Jackson

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

EXHIBIT A

Camper Corral, Inc.
7406 U.S. Hwy. North
Sebring, Fl 33870

General Partner

R. Anthony Cozier
1525 U.S. Hwy. 27 South
Lake Placid, Fl 33852

Limited Partner

Nancy Ayres
c/o Nancy Ayres Charitable Remainder Unitrust
8899 Pickwick Drive
Indianapolis, IN 46260

Limited Partner

EXHIBIT C

Current:

| | | |
|----|------------------------|-----|
| a) | Residential: | 30 |
| b) | Commercial: | 4 |
| c) | RV and or Park Models: | 396 |

Projected:

| | | |
|----|-------------|--------------------------------|
| a) | Residential | 80 |
| b) | Commercial | 2 |
| c) | RV (Rental) | 1 (398 sites - 1 master meter) |

EXHIBIT D

(Deed: Water)

Parcel ID Number:

** OFFICIAL RECORDS **
BK 1307 Pg 636

Warranty Deed

This Indenture, Made this 15th day of September, 1995 A.D., Between LAKE PLACID CAMP FLORIDA RESORT, INC., a corporation existing under the laws of the state of Florida,

of the County of HIGHLANDS, State of Florida, grantor, and THE WOODLANDS OF LAKE PLACID, L.P., an Indiana limited partnership,

whose address is: Sebring, Florida

of the County of Highlands, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of TEN & NO/100(\$10.00) DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs and assigns forever, the following described land, situate, lying and being in the County of HIGHLANDS State of Florida to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A".

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 1994.

This conveyance is subject to the following:

1. Ad valorem taxes and solid waste charges subsequent to 1994;
2. Zoning, restrictions, prohibitions and other requirements imposed by governmental authority;
3. Restrictions and matters appearing on the plat or otherwise common to the subdivision;
4. Public utility easements of record.

Documentary Stamps: \$4,900.00 D.C. AK

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whatsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

LAKE PLACID CAMP FLORIDA RESORT, INC.

Printed Name: JACK M. CLARK

Witness

JACK M. CLARK, President

P.O. Address P.O. Box 1525 U.S. Hwy 27 South, LAKE PLACID FL 32852

Printed Name: TERESA A. LOVELETTE

Witness

TERESA A. LOVELETTE

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 15th day of September, 1995 by JACK M. CLARK, President, of LAKE PLACID CAMP FLORIDA RESORT, INC. on behalf of the Corporation, and

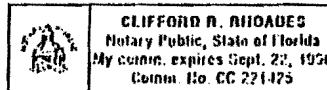
who is personally known to me or who has produced his Florida driver's license as identification.

This Document Prepared By:
CLIFFORD R. RHOADES, P.A.
227 N. RIDGEWOOD DRIVE
SEBRING, FL 33870

Printed Name: CLIFFORD R. RHOADES

NOTARY PUBLIC

My Commission Expires:



LEGAL DESCRIPTION

The West Half (W ½) of the Northwest Quarter (NW ¼) East of State Road 19 (U.S. Highway No. 27) right-of-way and the West Half (W ½) of the East Half (E ½) of the Northwest Quarter (NW ¼) East of State Road 19 (U.S. Highway No. 27) right-of-way LESS the South 413.15 feet thereof;

AND

The fractional Northeast Quarter (NE ¼) and the East Half (E ½) of the East Half (E ½) of the Northwest Quarter (NW ¼) LESS the South 413.15 feet thereof, and LESS road right-of-way;

all of the above real property located in Section 17, Township 37 South, Range 30 East, Highlands County, Florida;

AND ALSO LESS THE FOLLOWING DESCRIBED REAL PROPERTY:

A portion of the Northwest Quarter (NW ¼) of Section 17, Township 37 South, Range 30 East, Highlands County, Florida, being more particularly described as follows: COMMENCE where the East line of the Northwest Quarter (NW ¼) intersects the South right-of-way line of State Road No. 29; thence North 89°46'50" West along the South right-of-way line of said State Road No. 29 for a distance of 1083.72 feet to the POINT OF BEGINNING; thence continue North 89°46'50" West along said South right-of-way line for a distance of 753.32 feet to a point on the Easterly right-of-way line of U.S. Highway No. 27; thence South 24°51'38" East along the Easterly right-of-way line for a distance of 450.0 feet to a point; thence North 80°20'00" East for a distance of 107.91 feet to a point; thence North 87°00'00" East for a distance of 218.15 feet to a point; thence North 50°00'00" East for a distance of 166.49 feet to a point; thence North 75°29'10" East for a distance of 115.12 feet to a point; thence North 0°13'10" East for a distance of 240.01 feet to the POINT OF BEGINNING;

AND ALSO LESS THE FOLLOWING DESCRIBED REAL PROPERTY:

All lands within the Plat of LAKE PLACID CAMP FLORIDA RESORT, according to the plat thereof, as recorded in Plat Book 15, at Page 93, of the Public Records of Highlands County, Florida, said Plat being a replat of a portion of LAKE PLACID CAMP FLORIDA RESORT according to the plat thereof, as recorded in Plat Book 15, at Page 52, of the Public Records of Highlands County, Florida;



"EXHIBIT D"
(Page 2 of 2 Pages)

** OFFICIAL RECORDS **
BK 1307 PG 637

FILE # 885859 RCD: Sep 20 1995 @ 04:15PM
L. E. "Luke" Brooker, Clerk, Highlands County

EXHIBIT E

The applicant has been the owner of the water and wastewater treatment plants since late 1995. Since the applicant acquired the plants, they have maintained them, made all necessary and required repairs to the system and the plants. The applicant has an operations contract with Short Utility Services, Inc. For the operation of both the water plant and wastewater treatment plant. The applicant is the owner of Camp Florida Resort, and The Woodlands of Lake Placid, L.P.

The applicant has adequate financial resources to continue to operate the systems and provide the required services, including any planned expansion of the systems.

EXHIBIT F

**Applicant purchased the existing water system.
The system had been previously granted exempt
status by Florida Public Service Commission, Docket
No. 881608-WS, Order No. 20905, dated 3-16-89.**

EXHIBIT G

The rates were originally established by the previous owner. Applicant established rates for new service outside Camp Florida Resort using similar rates used by other utility companies in Highlands County, (Florida).

EXHIBIT H

WATER TARIFF

THE WOODLANDS OF LAKE PLACID, L.P.

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

THE WOODLANDS OF LAKE PLACID, L.P.

1525 U.S. Hwy. 27 South

Lake Placid, Florida 33852

Phone: (941) 699-1936
Facsimile (941) 699-1890

(941) 699-2828
(Emergency Telephone Number)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

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| Territory Authority | 3.0 |

R. Anthony Cozler
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY -

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

NEW APPLICATION

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Commence at the Northwest corner of Section 17, Township 37 South, Range 30 East, Highlands County, Florida; thence East along the North line of said Section 17, 824 feet, more or less, to the intersection of the North line of said Section 17 and the East right-of-way line of U.S. Highway 27 extended, being the Point of Beginning; thence continue East along the said North line of Section 17, 3700 feet, more or less, to the shoreline of Lake Grassy; thence South and Southwesterly along the shoreline of said Lake Grassy; 5600 feet, more or less, to the South line of said Section 17 and the said East right-of-way line of U.S. Highway 27; thence Northwest along said East right-of-way line, 5950 feet, more or less, to the Point of Beginning.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

COMMUNITIES SERVED LISTING

| <u>County Name</u> | <u>Development or Subdivision Name</u> | <u>Number of Lots & Type of Sites</u> | <u>Type Utility Service Currently provided</u> |
|--------------------|--|---|--|
| Highlands | Lake Placid Camp Florida Resort | 397 platted lots RV ownership | Nonmetered Water & wastewater |
| Highlands | Lake Ridge Estates | 41 Residential sites, ownership | Metered water |
| Highlands | Hickory Hills | 71 Residential Sites, ownership | Metered water |

PROPOSED DEVELOPMENT

| <u>County Name</u> | <u>Development or Subdivision Name</u> | <u>Number of Lots & Type of Sites</u> | <u>Type Utility Service Currently provided</u> | <u>DATE OF EXPANSION TO BEGIN</u> |
|--------------------|--|---|--|-----------------------------------|
| Highlands | The Woodlands | 399 RV Rental Sites | Water and Wastewater | 2000 - 2001 |
| Highlands | The Schreier Property | 50+/- Residential Sites, ownership | Metered Water | 2000 - 2001 |

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER 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 water consumption.
- 2.0 **"CERTIFICATE"** - A document issued by the Commission authorizing the Company to provide water 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 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"** - The shortened name for the full name of the utility which is The Woodlands of Lake Placid, L.P.
- 6.0 **"CUSTOMER"** - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 **"CUSTOMER'S INSTALLATION"** - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to 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 water service to individual service lines or through other mains.
- 9.0 **"RATE"** - Amount which the Company may charge for water service which is applied to the Customer's actual 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 water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER 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.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

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R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

(Continued from Sheet No. 6.0)

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R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

RULES AND REGULATIONS

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

(Continued on Sheet No. 8.0)

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

10.0 **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. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

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

11.0 **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 charge resulting from a violation of this Rule.

12.0 **PROTECTION OF COMPANY'S PROPERTY** - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any 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.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

(Continued from Sheet No. 8.0)

- 13.0 **INSPECTION OF CUSTOMER'S INSTALLATION** - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 **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.

- 15.0 **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.

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

In accordance with Rule 25-30.335, Florida Administrative Code, the 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 Company 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 Company 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.

- 17.0 **TERMINATION OF SERVICE** - When a Customer wishes to terminate service on any premises where water 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.

(Continued on Sheet No. 10.0)

R. Anthony Cozler
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 **UNAUTHORIZED CONNECTIONS - WATER** - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 **METERS** - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 **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.
- 22.0 **ADJUSTMENT OF BILLS** - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 **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.
- 24.0 **METER ACCURACY REQUIREMENTS** - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 **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.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

| | <u>Sheet Number</u> |
|-------------------------------------|---------------------|
| Commercial, CS, GS | 12.0 |
| Meter Test Deposit | 16.0 |
| Miscellaneous Service Charges | 17.0 |
| Residential Service, RS | 13.0 |
| R.V. Residential | 14.0 |

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

COMMERCIAL SERVICE

RATE SCHEDULE CS

- AVAILABILITY** - Available throughout the area served by the Company.
- APPLICABILITY** - For water service to all Customers except residential.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Monthly.
- RATE** - \$1.00 per 1,000 gallons rounded to the nearest 1,000 gallons.
-
- MINIMUM CHARGE** - \$48.40.
-
- TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
-
- EFFECTIVE DATE** -
-
- TYPE OF FILING** - Original.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY** - Available throughout the area served by the Company.
- APPLICABILITY** - For water service for all purposes in private conventional residences and individually metered apartment units.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Monthly.
- RATE** - Flat rate \$22.00 .
- MINIMUM CHARGE** - \$22.00 per month.
- TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE** -
- TYPE OF FILING** - Original.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

R.V. RESIDENTIAL SERVICE

RATE SCHEDULE RV

- AVAILABILITY** - Available throughout the area served by the Company.
- APPLICABILITY** - For water service for all purposes in R.V. residential units.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Monthly.
- RATE** - Flat rate \$35.00 (including water and sewer).
- MINIMUM CHARGE** - \$35.00 per month (water and sewer)
- TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE** -
- TYPE OF FILING** - Original.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

CUSTOMER DEPOSITS

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

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following:

| <u>Residential</u> | <u>General Service</u> |
|--------------------|------------------------|
| <u>\$ 35.00</u> | <u>\$ 100.00</u> |

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 does not pay interest on deposits.

REFUND OF DEPOSIT - Residential Customer's deposit is applied to the final bill.
The Commercial Customer's deposit is refunded after 23 months if payment record is satisfactory.

EFFECTIVE DATE -

TYPE OF FILING - Original

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

METER TEST DEPOSIT

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

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

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

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING - Original.

R. Anthony Cozler
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER 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 requires multiple actions.

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

EFFECTIVE DATE -

TYPE OF FILING - Original.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

INDEX OF STANDARD FORMS

| <u>Description</u> | <u>Sheet No.</u> |
|-------------------------------------|-------------------------|
| APPLICATION FOR WATER SERVICE | 20.0 |
| COPY OF CUSTOMER'S BILL | 21.0 |
| CUSTOMER DEPOSIT RECEIPT..... | 19.0 |

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

ORIGINAL SHEET NO. 19.0

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

The Company does not have a special form for Deposit Receipts.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

Application Form

Name: _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water ___ Wastewater ___ Both ___

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within _____ days prior to the date the Customer desires to terminate service.

Signature

R. Anthony Cozler
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

COPY OF CUSTOMER'S BILL

The Woodlands of Lake Placid
1525 U.S. 27 South
Lake Placid, Fl 33852
941-699-1173

Customer:

Account# Meter #

Water Bill: Residential

Water Bill for the Month of _____
Minimum Bill _____
Water Flat Rate \$22.00
Total Due \$22.00

Payment is due by: _____
Delinquent after: _____
Delinquent charge: \$5.00 or 1.5% of unpaid balance whichever is greater.
Account # _____

Make checks Payable to: Woodlands of Lake Placid

The Woodlands of Lake Placid
1525 U.S. 27 South
Lake Placid, Fl 33852
941-699-1173

Customer:

Account # Meter #

Water Bill: Commercial

Water Bill for the Month of _____
Minimum Bill _____
Previous Meter Reading _____
Current Meter Reading _____
Total Water Usage _____ gal.
Total Due . . . \$ _____ Meter #

Payment is due by: _____
Delinquent after: _____
Delinquent charge: \$5.00 or 1.5% of unpaid balance whichever is greater.
Meter # _____

Make checks Payable to: Woodlands of Lake Placid

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility will be responsible for all off-site facilities up to the point of connection to the Customer's facilities. The Customer will be responsible for all facilities beyond the point of connection. The Consumer will be required to furnish the Company all necessary easements and right-of-ways and shall pay the actual cost of all line extensions required to serve the Consumer. The Company may require the Consumer to pay an estimated cost of line extension prior to extending the line. All line extensions are the property of the Company. All required governmental inspections must be completed prior to connection to the Company's system. The Consumer shall pay all required charges (see Sheet No. 17.0).

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

DEPOSIT

DATE

D110

MAR 23 1999

APPLICATION FOR ORIGINAL CERTIFICATE FOR A UTILITY IN EXISTENCE AND CHARGING RATES

(Pursuant to Section 367.045, Florida Statutes)

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

RECEIVED

MAR 23 1999

Florida Public Service Commission Division of Water and Wastewater

The undersigned hereby makes application for original certificate(s) to operate a water X utility in HIGHLANDS 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:

The Woodlands of Lake Placid, L.P. Name of utility

(941) 699-1936 (941) 699-1890 Phone No. Fax No.

1525 U.S. Hwy. 27 South Office street address

Lake Placid, Florida 33852 City State Zip Code

(same) 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:

ANDREW B. JACKSON ATTORNEY AT LAW P.O. BOX 2025 SEBRING, FL 33871-2025

1770

March 19, 1999

63-751/631 00895

PAY TO THE ORDER OF

\$ 1,500.00

One Thousand Five Hundred and no/100

119.07(1)(z), Florida Statutes: Bank account numbers or debit, charge, or credit card numbers given to an agency for the purpose of payment of any fee or debt owing are confidential and exempt from subsection (1) and s.24(a), Art. 1 of the State Constitution...

DOLLARS

COUNT

First Union National Bank of Florida Sebring, Florida 24 Hour Information Service 1-800-735-1012

FOR Application fee Placid (Water)

Signature