

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

IN RE: Application for Transfer of )  
Majority Organizational Control of )  
Buttonwood Bay Utilities, Inc. )  
in Highlands County, Florida and )  
its merger with Buttonwood Bay )  
Water and Sewer Company, LLC. )  
\_\_\_\_\_ )

DOCKET NO. 990915-WS

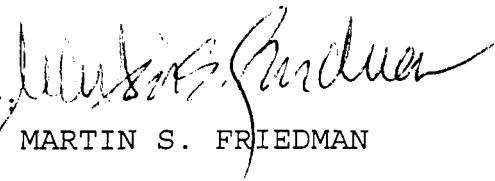
RECEIVED 7:30  
AUG 31 AM 8:54  
RECORDS AND REPORTING

NOTICE OF FILING

Applicant, SUN LIFE TRAILER RESORTS LIMITED PARTNERSHIP, by and through its undersigned attorneys, hereby notices the filing of Late Filed Exhibit "E" in the above-referenced docket.

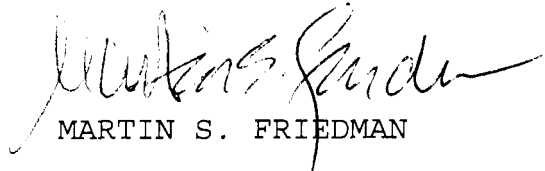
Respectfully submitted on this 31st day of August, 1999, by:

ROSE, SUNDSTROM & BENTLEY, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301  
(850) 877-6555

By:   
MARTIN S. FRIEDMAN

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via U.S. Mail to Stephanie Crossman, Esquire, Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399-0850 this 31st day of August, 1999.

  
MARTIN S. FRIEDMAN

- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG   I
- MAS \_\_\_\_\_
- OPC \_\_\_\_\_
- PAI \_\_\_\_\_
- SEC   I
- WAW   I
- OTH \_\_\_\_\_

buttonwood\filing.not

RECEIVED & FILED

was  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

10396 AUG 31 99

FPSC RECORDS/REPORTING

**LAKE PLACID JOURNAL**

Published Weekly  
in Highlands County, Florida  
at Lake Placid

STATE OF FLORIDA  
COUNTY OF HIGHLANDS:

Before the undersigned authority personally appeared

Mat Delaney

who on oath says that he is Publisher of the LAKE PLACID JOURNAL, a weekly newspaper published at Lake Placid in Highlands County, Florida; that the attached copy of the advertisement, being a

Legal Advertisement

in the matter of Notice of Application for a Transfer of Majority Organizational Control  
Legal Notice

\_\_\_\_\_ in the Circuit Court,  
was published in said newspaper in the issues of:

August 6, 1999

Affiant further says that said LAKE PLACID JOURNAL is a newspaper published at Lake Placid, in said Highlands County, Florida, and that said newspaper has heretofore been continuously published in said Highlands County, Florida, each week and has been entered as second-class mail matter at the post office in Lake Placid, in said Highlands County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mat Delaney  
(Signature of Affiant)

Personally Known X Identification Shown \_\_\_\_\_

Sworn to and subscribed before me  
this 6th day of August, 1999.

Kaye D Ebersole  
(Signature of notary public)

Kaye D. Ebersole  
(Name of Notary typed, printed or stamped)



**NOTICE OF APPLICATION FOR  
A TRANSFER OF MAJORITY  
ORGANIZATIONAL CONTROL  
LEGAL NOTICE**

Notice is hereby given pursuant to Section 367.071, Florida Statutes, of the application for transfer of majority organizational control of Buttonwood Bay Utilities, Inc. to Sun Life Trailer Resort Limited Partnership, and its merger with Buttonwood Bay Water & Sewer Company, LLC. The Utility provides water and sewer utility services to the following described territory in Highlands County, Florida:

TOWNSHIP 35 SOUTH, RANGE 29  
EAST

Section 27

That portion of the Southwest 1/4 of the Northwest 1/4 of said Section 27 lying West of U.S. Highway 27.

Section 28

That portion of the East 2.233 feet of the Northwest 1/4 of said Section 28 lying East of Jackson Creek as it now runs.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection should be mailed to the attorney for the applicant who is: Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2548 Blairstone Pines Drive, Tallahassee, FL 32301.

PUBLISH:  
August 6, 1999  
Lake Placid Journal

**"OFFICIAL SEAL"**  
**Kaye D. Ebersole**  
My Commission Expires 11-17-02  
Commission #CC762188

LEASE

THIS AGREEMENT, entered into this, the 18 day of July,  
A. D., 1984, by and between CAREFREE VILLAGE LIMITED  
PARTNERSHIP, hereinafter referred to as the Lessor, and BUTTONWOOD  
BAY UTILITIES, INC., hereinafter referred to as the Lessee;

WITNESSETH:

WHEREAS, CAREFREE VILLAGE LIMITED PARTNERSHIP is the  
developer of a mobile home subdivision known as BUTTONWOOD BAY, and

WHEREAS, BUTTONWOOD BAY UTILITIES, INC., a Florida  
corporation, is installing, or has caused to be installed, water and sewage  
facilities throughout the development, and

WHEREAS, Carefree Village Limited Partnership is the owner of the  
leasehold property as hereinafter described, and

WHEREAS, it is essential that Buttonwood Bay Utilities, Inc. have a  
lease on the necessary rights of way and easements accomodating said  
utilities, together with the plant sites for the waste water treatment plant  
and the plant site for the water plant, as more particularly described on  
Exhibit A, as attached hereto and specifically incorporated by reference,

WHEREUPON:

FOR AND IN CONSIDERATION of the annual rental of Three  
Thousand, Four Hundred Fifty-three and 20/100 (\$3,453.20) Dollars  
(representing the annual lease price of \$485.00 per leasehold acres,  
multiplied by the total of 7.12 acres), CAREFREE VILLAGE LIMITED  
PARTNERSHIP, hereinafter referred to as the Lessor, does by these  
presents lease, set over and assign to BUTTONWOOD BAY UTILITIES,  
INC., hereinafter referred to as the Lessee, the right to use, enter upon,  
construct and maintain both sewage and potable water facilities on all of  
the rights of way, easements and sewage and water plant sites located at

10001 US 27 South, Sebring, Florida, and more particularly described in Exhibit A, attached hereto and expressly incorporated by reference.

LESSOR does further grant unto the Lessee the right to expand any and all utilities along any of the road rights of way, alleys or easements necessary for the service of the utilities of any of the occupants within the development.

LESSOR DOES FURTHER COVENANT AND AGREE with the Lessee that the term of this Lease shall run for a period of NINETY-NINE (99) years from the date of execution and delivery of this lease.

BUTTONWOOD BAY UTILITIES, INC., a Florida corporation, hereinafter referred to as the Lessee, does by these presents agree to pay to the Lessor the sum of FOUR HUNDRED EIGHTY-FIVE (\$485.00) DOLLARS per year for each acre utilized for easement purposes and/or sewage disposal site or companion facilities for sewage and water, said lease money to be paid on an annual basis by the Lessee to the Lessor.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered  
presence of:

Wm. D. Stewart

As to Lessor

Wm. D. Stewart

As to Lessee

CAREFREE VILLAGE LIMITED  
PARTNERSHIP

By: [Signature]

BUTTONWOOD BAY UTILITIES, INC.


By: Leo J. Parnell (Pres.)

(SEAL)

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to administer oaths and take acknowledgements, personally appeared FRED J. MORRISON; Agent for CAREFREE VILLAGE LIMITED PARTNERSHIP, and LEO J. CAVIN, as President of BUTTONWOOD BAY UTILITIES, INC., to me well known to be the individuals described in and who executed the foregoing Lease, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of July, 1984.



Notary Public  
My Commission Expires:

(SEAL)

Notary Public State Of Florida At Large  
My Commission Expires Oct. 18, 1987

EXHIBIT A

PARCEL NO. 1 (WASTEWATER TREATMENT PLANT SITE, I-2 CU)

The East 750 feet of the North 2560 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, less the North 2200 feet thereof. Said parcel No. 1 containing 6.2 Acres, more or less.

PARCEL NO. 2 (WATER PLANT SITE, I-2 CU)

Commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1360 feet; thence run Westerly and parallel to the North boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 2 containing 0.92 Acres, more or less.

Distribution site together with a right-of-way over and upon all streets, alleyways and utility easements located within the subdivision for the purpose of installing and maintaining water and sewage distribution systems.

PARCEL NO. 3 (MOBILE HOME PARK SITE, M-2)

The North 2060 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 1040 feet thereof and less; commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1330 feet; thence run Westerly and parallel to the North Boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 3 containing 35.4 Acres, more or less.

PARCEL NO. 4 (RECREATIONAL VEHICLE SITE, CG-1)

The North 3524 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 2060 feet of said Section 28. Said Parcel No. 4 containing 49.0 Acres, more or less.

PARCEL NO. 5 (BUSINESS, B-3)

The South 600 feet of Southwest  $\frac{1}{4}$ , of Northwest  $\frac{1}{4}$ , West of Highway No. 27 right-of-way, of Section 27, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 5 containing 4.0 Acres, more or less.

PARCEL NO. 6 (MOBILE HOME SUBDIVISION, M-1)

The North 1040 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the right-of-way for Skipper Road. Said Parcel No. 6 containing 40.0 Acres, more or less.

EXHIBIT "B"

TARIFFS ARE LOCATED IN THE ORIGINAL APPLICATION



# FLORIDA PUBLIC SERVICE COMMISSION

## CERTIFICATE NUMBER

431-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

Buttonwood Bay Utilities, Inc.

Whose principal address is

10001 U.S. 27 South

Sebring, Florida 33870

(Highlands)

to provide Water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 13672 DATED 9/11/84 DOCKET 840177-WS

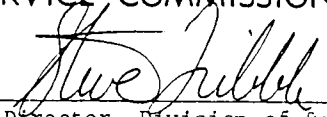
ORDER 13672-A DATED 1/17/85 DOCKET 840177-WS


ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

(SEAL)

  
Director, Division of Records & Reporting

  
Executive Director





# FLORIDA PUBLIC SERVICE COMMISSION

## CERTIFICATE NUMBER

364-S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

Buttonwood Bay Utilities, Inc.

Whose principal address is

10001 U.S. 27 South

Sebring, Florida 33870 (Highlands)

to provide Sewer service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 13672 DATED 9/11/84 DOCKET 840177-WS

ORDER 13672-A DATED 1/17/85 DOCKET 840177-WS

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

ORDER \_\_\_\_\_ DATED \_\_\_\_\_ DOCKET \_\_\_\_\_

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

(SEAL)

Steve Fiddle  
Director, Division of Records & Reporting

Don Chapman  
Executive Director

WATER TARIFF

BUTTONWOOD BAY WATER & SEWER COMPANY, LLC  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

NAME OF COMPANY

1001 U.S. 27 South

Sebring, Florida 33870

(ADDRESS OF COMPANY)

(813) 655-1122

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing .....	4.0
Description of Territory Served .....	3.1-3.2
Index of	
Rates and Charges Schedules .....	11.0
Rules and Regulations .....	6.0
Service Availability Policy .....	25.0
Standard Forms .....	19.0
Technical Terms and Abbreviations .....	5.0
Territory Authority .....	3.0

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Highlands

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

PARCEL NO. 1 (WASTEWATER TREATMENT PLANT SITE, I-2 CU)

The East 750 feet of the North 2560 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, less the North 2200 feet thereof. Said Parcel No.1 containing 6.2 Acres, more or less.

PARCEL NO. 2 (WASTEWATER PLANT SITE, I-2 CU)

Commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1360 feet; thence run Westerly and parallel to the North boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No.2 containing 0.92 Acres, more or less.

Distribution site together with a right-of-way over and upon all streets, alleyways and utility easements located within the subdivision for the purpose of installing and maintaining water and sewage distribution systems.

PARCEL NO. 3 (MOBILE HOME PARK SITE, M-2)

The North 2060 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 1040 feet thereof and less; commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1330 feet; thence run Westerly and parallel to the North Boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 3 containing 35.4 Acres, more or less.

(Continued of Sheet No. 3.2)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

PARCEL NO. 4 (RECREATIONAL VEHICLE SITE, CG-1)

The North 3524 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 2060 feet of said Section 28. Said Parcel No. 4 containing 49.0 Acres, more or less.

PARCEL NO. 5 (BUSINESS, B-3)

The South 600 feet of Southwest 1/4, of Northwest 1/4, West of Highway No. 27 right-of-way, of Section 27, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 5 containing 4.0 Acres, more or less.

PARCEL NO. 6 (MOBILE HOME SUBDIVISION, M-1)

The North 1040 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the right of way for Skipper Road. Said Parcel No. 6 containing 40.0 Acres, more or less.

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

COMMUNITIES SERVED LISTING

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

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE



NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

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 BUTTONWOOD BAY WATER & SEWER COMPANY, LLC .
- 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.

(Continued to Sheet No. 5.1)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

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.

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	9.0	14.0
Adjustment of Bills .....	10.0	22.0
Adjustment of Bills for Meter Error .....	10.0	23.0
All Water Through Meter .....	10.0	21.0
Application .....	7.0	3.0
Applications by Agents .....	7.0	4.0
Change of Customer's Installation .....	8.0	11.0
Continuity of Service .....	8.0	9.0
Customer Billing .....	9.0	16.0
Delinquent Bills .....	7.0	8.0
Extensions .....	7.0	6.0
Filing of Contracts .....	10.0	25.0
General Information .....	7.0	1.0
Inspection of Customer's Installation .....	9.0	13.0
Limitation of Use .....	8.0	10.0
Meter Accuracy Requirements .....	10.0	24.0
Meters .....	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently .....	10.0	18.0

(Continued to Sheet No. 6.1)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Policy Dispute .....	7.0	2.0
Protection of Company's Property .....	8.0	12.0
Refusal or Discontinuance of Service .....	7.0	5.0
Right-of-way or Easements .....	9.0	15.0
Termination of Service .....	9.0	17.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Water .....	10.0	19.0

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

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)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

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.

(Continued on Sheet No. 9.0)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

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 - 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)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

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.

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE



NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	15.0
General Service, GS .....	12.0
Meter Test Deposit .....	16.0
Miscellaneous Service Charges .....	17.0
Multi-Residential Service, MS .....	14.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	18.0

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

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 - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 6.50
1"	16.25
1 1/2"	32.49
2"	51.98
3"	103.97
4"	162.45
6"	324.90

GALLONAGE CHARGE \$ 0.64

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -  
TYPE OF FILING -

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 6.50
1"	16.25
1 1/2"	32.49
2"	51.98
3"	103.97
4"	162.45
6"	324.90

GALLONAGE CHARGE \$ 0.64

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING -

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

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

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 6.50
1"	16.25
1 1/2"	32.49
2"	51.98
3"	103.97
4"	162.45
6"	324.90

GALLONAGE CHARGE \$ 0.64

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING -

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

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 according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>10.00</u>	<u>10.00</u>
1"	<u>12.50</u>	<u>12.50</u>
1 1/2"	<u>12.50</u>	<u>12.50</u>
Over 2"	<u>15.00</u>	<u>15.00</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 shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers 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 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

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 -

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

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 -

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC  
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$ <sup>1</sup>	
<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 .....	\$ <sup>1</sup>	
<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> .....	\$ <sup>1</sup>	
<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" .....	\$ <sup>1</sup>	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<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 .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING -

MARC CANEVA  
 ISSUING OFFICER

MANAGER  
 TITLE



NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION . . . . .	22.0
APPLICATION FOR WATER SERVICE . . . . .	21.0
COPY OF CUSTOMER'S BILL . . . . .	23.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT . . . . .	20.0

MARC CANEVA  
ISSUING OFFICER  
  
MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

APPLICATION FOR WATER SERVICE

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

APPLICATION FOR METER INSTALLATION

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

ORIGINAL SHEET NO. 23.0

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

COPY OF CUSTOMER'S BILL

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities .....		
Availability .....		
Construction of Oversized Facilities .....		
Customer Connection (Tap-in) .....		
Customer Installation (Customer Maintained Lines) .....		
Cost Records and "As-Built" Plans .....		
Design by Independent Engineers .....		
Developer Agreements .....		
Easements and Rights-of-Way .....		
Extensions Outside Certificated Territory .....		
General Information .....		
Inspections .....		
Obligations of Developer .....		
Obligations of Company .....		
Off-Site Facilities .....		
On-Site Facilities .....		
Refundable Advances .....		
Schedule of Fees and Charges .....	Go to Sheet No. 18.0	
System Design and Construction .....		
Table of Daily Flows .....		
Transfer of Contributed Property - Bills of Sale .....		

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges .....	Go to Sheet No. 18.0
Service Availability Policy .....	26.0

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

ORIGINAL SHEET NO. 26.0

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE



## INSTRUCTIONS FOR FILING WATER TARIFFS

ORIG. SHEET  
NO. 4.0

The "Communities Served Listing" information is listed in alphabetical order by county name for each development where water service is rendered by the Company. Enter the county name, development name(s), and applicable rate schedule(s), for each county or development, and the sheet number for the schedule(s). For Companies that serve only one development, this sheet may be eliminated or held for future use and the Table of Contents section shall be revised to reflect this change.

ORIG. SHEET  
NO. 5.0 -  
5.1

Enter the name of your Company beside definition number 5.0. If the Company has additional terms and abbreviations not listed on these sheets, please list and define them. Additional sheets may be used and shall be numbered 5.2, 5.3, and so on. Note: The terms and abbreviations of this section are in alphabetical order.

ORIG. SHEET  
NO. 6.0 -  
10.0

This sheet begins the Company's "Rules and Regulations" section. The Index of Rules and Regulations section shall be placed in alphabetical order. If you have additional Rules or Regulations not listed in this section, you must add them to the Index of Rules and Regulations and explain them fully on the appropriate sheet. If any of the Rules and Regulations included in the "model" water tariff are not applicable to your Company, strike through each word, submit a draft for review and a final copy with the non-applicable information deleted.

ORIG. SHEET  
NO. 11.0

This sheet serves as the Company's "Index of Rates and Charges Schedules" and each schedule shall be placed in alphabetical order.

ORIG. SHEET  
NO. 12.0 -  
13.0

Place the Company's rates for water service in this section. If you need to request additional sheets for different classes of service, contact the Division of Water and Wastewater. Refer to Rule 25-9.031, Florida Administrative Code, for assistance in filling out this section.

ORIG. SHEET  
NO. 14.0

In paragraph two of the "Customer Deposits" schedule, enter the deposit amount required. If no deposit is required, eliminate this page and the "Index of Rates and Charges Schedules" shall be revised to reflect this change.

In paragraph four, enter the month in which you pay interest to the Customers' accounts. Note: Interest on deposits is required pursuant to Rule 25-30.311(4) and (4a), Florida Administrative Code, and must be paid at the same time each year.

ORIG. SHEET  
NO. 15.0

"Meter Test Deposits" must reflect the rates as found in Rule 25-30.266, Florida Administrative Code.

ORIG. SHEET  
NO. 16.0

Enter the "Miscellaneous Service Charges" listed on sheet 16.0, or the charges currently billed by the utility. Cost justification is required for charges other than the ones identified on this sheet. Specify which charge is actual or proposed in the transmittal letter.

ORIG. SHEET  
NO. 17.0

Enter the Company's "Service Availability Fees and Charges," and next to each amount, include the corresponding sheet and rule number of the "Service Availability Policy" which explains when the charge is levied and how the charge is determined. If a system, plant, or main extension charge is levied, provide the number of gallons per day per ERC.

If the Company is providing the services identified as "\$1" on this sheet, the tariff should state "Actual Cost" under amount.

## INSTRUCTIONS FOR FILING WATER TARIFFS

- ORIG. SHEET NO. 18.0 This sheet serves as the Company's "Index of Standard Forms." Enter each form in alphabetical order.
- ORIG. SHEET NO. 19.0 Attach to the "Customer's Guarantee Deposit Receipt" sheet a copy of the receipt which is given to the Customers recording the Company's acceptance of their deposit. If no deposit is required, this sheet may be eliminated or held for future use and the "Index of Standard Forms" section shall be revised to reflect this change.
- ORIG. SHEET NO. 20.0 Attach a copy of your "Application for Water Service" form to this sheet. A sample has been provided for your use. Please be advised that this is only a sample form and is not intended to fit all companies. The Company's business practices may require additional information on the application form. In addition, please note paragraphs 4 and 5 of the sample application require that you choose the billing cycle (paragraph 4) and that you designate appropriate notice for termination of service (paragraph 5).
- In addition, the Company is required to provide the Customer a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission. For a supply of these brochures, contact the Division of Consumer Affairs at (850) 413-6100.
- ORIG. SHEET NO. 21.0 Attach a copy of your "Application for Meter Installation" form to this sheet. If no form is used, eliminate this sheet.
- ORIG. SHEET NO. 22.0 Attach a blank "Copy of Customer's Bill" to this sheet. Rule 25-30.335, Florida Administrative Code, requires that each bill shall indicate: the billing period covered; the applicable rate; beginning and ending meter readings; the amount of the bill; the delinquent date or the date after which the bill becomes past due; and any Commission authorized late payment charge.
- ORIG. SHEET NO. 23.0 This sheet serves as the Company's "Index of Service Availability" and shall be arranged in alphabetical order. Two examples have been provided as a guideline for preparing your index. **If the Company's Service Availability Policy is one page in length or less, then you may elect to use the condensed version. Note: Use only one index.**
- ORIG. SHEET NO. 24.0 Enter a detailed explanation of the Company's "Service Availability Policy." At a minimum, the policy should describe those facilities that the Company and/or the contributor are responsible to install (i.e., treatment plant, on-site and off-site transmission and distribution mains, services, meters, and so forth), as well as the conditions under which such facilities will be installed. The conditions may include, but are not limited to, payment of service availability charges, compliance with Company specifications, system design, Company inspections and inspection fees, plan review charges, transfer of contributed property, easements and rights-of-way, as built plans, refundable advances, developer agreements, and so on. If more than one page is needed to explain the policy, additional sheets shall be numbered 24.1, 24.2, and so on. (For further information, refer to Chapter 25-30, Florida Administrative Code.)

WASTEWATER TARIFF

---

BUTTONWOOD BAY WATER & SEWER COMPANY, LLC  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

BUTTONWOOD BAY WATER & SEWER COMPANY, LLC

NAME OF COMPANY

1001 U.S. 27 South

Sebring, Florida 33870

(ADDRESS OF COMPANY)

(813) 655-1122

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing .....	4.0
Description of Territory Served .....	3.1-3.2
Index of	
Rates and Charges Schedules .....	11.0
Rules and Regulations .....	6.0
Service Availability Policy .....	23.0
Standard Forms .....	18.0
Technical Terms and Abbreviations .....	5.0
Territory Authority .....	3.0

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Highlands

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
---------------------	--------------------	----------------------	--------------------

(Continued to Sheet No. 3.1)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

PARCEL NO. 1 (WASTEWATER TREATMENT PLANT SITE, I-2 CU)

The East 750 feet of the North 2560 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, less the North 2200 feet thereof. Said Parcel No.1 containing 6.2 Acres, more or less.

PARCEL NO. 2 (WASTEWATER PLANT SITE, I-2 CU)

Commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1360 feet; thence run Westerly and parallel to the North boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No.2 containing 0.92 Acres, more or less.

Distribution site together with a right-of-way over and upon all streets, alleyways and utility easements located within the subdivision for the purpose of installing and maintaining water and sewage distribution systems.

PARCEL NO. 3 (MOBILE HOME PARK SITE, M-2)

The North 2060 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 1040 feet thereof and less; commence at the Northeast corner of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, and run Southerly along the East boundary of said Section 28, a distance of 1330 feet; thence run Westerly and parallel to the North Boundary of said Section 28, a distance of 720 feet to the Point of Beginning; thence continue to run Westerly 200 feet; thence run Southerly 200 feet; thence run Easterly 200 feet; thence run Northerly 200 feet to the Point of Beginning. All parallel to the North and East boundary lines of Section 28, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 3 containing 35.4 Acres, more or less.

(Continued of Sheet No. 3.2)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED, CONTINUED

PARCEL NO. 4 (RECREATIONAL VEHICLE SITE, CG-1)

The North 3524 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the North 2060 feet of said Section 28. Said Parcel No. 4 containing 49.0 Acres, more or less.

PARCEL NO. 5 (BUSINESS, B-3)

The South 600 feet of Southwest 1/4, of Northwest 1/4, West of Highway No. 27 right-of-way, of Section 27, Township 35 South, Range 29 East, Highlands County, Florida. Said Parcel No. 5 containing 4.0 Acres, more or less.

PARCEL NO. 6 (MOBILE HOME SUBDIVISION, M-1)

The North 1040 feet of Section 28, Township 35 South, Range 29 East, Highlands County, Florida, lying East of Jackson Creek right-of-way, less the right of way for Skipper Road. Said Parcel No. 6 containing 40.0 Acres, more or less.

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE



NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

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

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	9.0	12.0
Adjustment of Bills .....	10.0	20.0
Application .....	7.0	3.0
Applications by Agents .....	7.0	4.0
Change of Customer's Installation .....	8.0	10.0
Continuity of Service .....	8.0	8.0
Customer Billing .....	9.0	15.0
Delinquent Bills .....	10.0	17.0
Evidence of Consumption .....	10.0	22.0
Extensions .....	7.0	6.0
Filing of Contracts .....	10.0	21.0
General Information .....	7.0	1.0
Inspection of Customer's Installation .....	8.0	11.0
Limitation of Use .....	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently .....	9.0	16.0
Policy Dispute .....	7.0	2.0
Protection of Company's Property .....	9.0	13.0
Refusal or Discontinuance of Service .....	7.0	5.0

(Continued to Sheet No. 6.1)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
Right-of-way or Easements .....	9.0	14.0
Termination of Service .....	10.0	18.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Wastewater .....	10.0	19.0

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

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

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

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

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

(Continued on Sheet No. 8.0)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.  
WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly - as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE



NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	15.0
General Service, GS .....	12.0
Miscellaneous Service Charges .....	16.0
Multi-Residential Service, MS .....	14.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	17.0

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 6.72
1"	16.80
1 1/2"	33.61
2"	53.77
3"	107.55
4"	160.06
6"	336.12

GALLONAGE CHARGE \$ 0.66 per 1,000 gallons

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING -

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 6.72

GALLONAGE CHARGE \$ 0.66 per 1,000 gallons  
(Maximum 6,000 gallons)

MINIMUM CHARGE - \$6.72 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 wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

<u>Meter Size</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 6.72
1"	16.80
1 1/2"	33.61
2"	53.77
3"	107.55
4"	160.06
6"	336.12

GALLONAGE CHARGE \$ 0.66 per 1,000

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING -

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u>N/A</u>	<u>N/A</u>
1 1/2"	<u>N/A</u>	<u>N/A</u>
Over 2"	<u>N/A</u>	<u>N/A</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 shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of 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 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

INITIAL CONNECTION - This charge 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>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

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

EFFECTIVE DATE

TYPE OF FILING -

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.  
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u> <u>AMOUNT</u>	<u>SHEET NO./RULE NO.</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 .....	\$ <sup>1</sup>	
<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> .....	\$ <sup>1</sup>	
<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>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<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 .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -  
TYPE OF FILING -

MARC CANEVA  
 ISSUING OFFICER

MANAGER  
 TITLE



NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	21.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	19.0

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.  
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities .....		
Availability .....		
Construction of Oversized Facilities .....		
Customer Connection (Tap-in) .....		
Customer Installation (Customer Maintained Lines) .....		
Cost Records and "As-Built" Plans .....		
Design by Independent Engineers .....		
Developer Agreements .....		
Easements and Rights-of-Way .....		
Extensions Outside Certificated Territory .....		
General Information .....		
Inspections .....		
Obligations of Developer .....		
Obligations of Company .....		
Off-Site Facilities .....		
On-Site Facilities .....		
Refundable Advances .....		
Schedule of Fees and Charges .....	Go to Sheet No. 17.0	
System Design and Construction .....		
Transfer of Contributed Property - Bills of Sale .....		

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges .....	Go to Sheet No. 17.0
Service Availability Policy .....	24.0

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

ORIGINAL SHEET NO. 24.0

NAME OF COMPANY: BUTTONWOOD BAY WATER & SEWER COMPANY, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

MARC CANEVA  
ISSUING OFFICER

MANAGER  
TITLE

AFFIDAVIT OF MAILING

STATE OF FLORIDA  
COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared BRONWYN S. REVELL MODERAU, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for BUTTONWOOD BAY WATER & SEWER COMPANY, LLC and that on July 14, 1999, she did send by certified mail, return receipt requested, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Bronwyn S. Revell Moderau  
Bronwyn S. Revell Moderau

Sworn to and subscribed before me this 14<sup>th</sup> day of July, 1999, by Bronwyn S. Revell Moderau, who is personally known to me.

Tonya M. Simpson  
Print Name  
NOTARY PUBLIC  
My Commission Expires:

EXHIBIT "C"



Tonya M. Simpson  
MY COMMISSION # CC733509 EXPIRES  
April 13, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.



NOTICE OF APPLICATION FOR A TRANSFER  
OF MAJORITY ORGANIZATIONAL CONTROL

LEGAL NOTICE

Notice is hereby given on July 14, 1999, pursuant to Section 367.071, Florida Statutes, of the application for transfer of majority organizational control of Buttonwood Bay Utilities, Inc. to Sun Life Trailer Resort Limited Partnership, and its merger with Buttonwood Bay Water & Sewer Company, LLC. The Utility provides water and sewer utility service to the following described territory in Highlands County, Florida:

TOWNSHIP 35 SOUTH, RANGE 29 EAST

Section 27

That portion of the Southwest 1/4 of the Northwest 1/4 of said Section 27 lying West of U.S. Highway No. 27.

Section 28

That portion of the East 2,233 feet of the North 3,484 feet of said Section 28 lying East of Jackson Creek as it now runs.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection should be mailed to the attorney for the applicant who is Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 2548 Blairstone Pines Drive, Tallahassee, FL 32301.

LIST OF WATER AND WASTEWATER UTILITIES IN HIGHLANDS COUNTY

(VALID FOR 60 DAYS)  
07/01/1999-08/29/1999

UTILITY NAME

MANAGER

HIGHLANDS COUNTY

BUTTONWOOD BAY UTILITIES, INC. (WS387)  
3000 TANGLEWOOD PARKWAY  
SEBRING, FL 33872

JOHN GREYTAK  
(941) 666-1122

C & H UTILITIES, INC. (SU526)  
P. O. BOX 1088  
SEBRING, FL 33871-1088

WENDELL L. FAIRCLOTH  
(941) 471-1400

C & H UTILITIES, INC. (WJ649)  
P. O. BOX 1088  
SEBRING, FL 33871-1088

WENDELL L. FAIRCLOTH  
(941) 471-1400

COUNTRY CLUB OF SEBRING (WS654)  
4800 HAW BRANCH ROAD  
SEBRING, FL 33872-4706

R. GREG HARRIS  
(941) 382-8538

CRECLA, INC. (SU658)  
P. O. BOX 1346  
SEBRING, FL 33871-1346

DAVID L. HICKMAN  
(941) 385-0981

CRYSTAL LAKE CLUB (WS636)  
% CLAYTON, SHERWOOD, WILLIAMS  
2500 MAITLAND CENTER PARKWAY, STE. 105  
MAITLAND, FL 32751-4165

JOE SHERWOOD  
(407) 660-0050

DAMON UTILITIES, INC. (WS651)  
47 LAKE DAMON DRIVE  
AVON PARK, FL 33825-8902

LISA DAVIS  
(941) 453-0773

FAIRMOUNT UTILITIES, THE 2ND, INC. (SU648)  
P. O. BOX 488  
AVON PARK, FL 33826-0488

ROGER E. MILLER  
(941) 385-8542

FLORIDA WATER SERVICES CORPORATION (WS618)  
P. O. BOX 609520  
ORLANDO, FL 32860-9520

BRIAN P. ARMSTRONG  
(407) 880-0058

HARDER HALL - HOWARD, INC. (SU644)  
122 EAST LAKE DRIVE BLVD.  
SEBRING, FL 33872-5018

PALL E. HOWARD  
(941) 382-8725

LIST OF WATER AND WASTEWATER UTILITIES IN HIGHLANDS COUNTY

(VALID FOR 60 DAYS)  
07/01/1999-08/29/1999

UTILITY NAME

MANAGER

HIGHLANDS COUNTY (continued)

HEARTLAND UTILITIES, INC. (WJ566)  
P. O. BOX 1991  
SEBRING, FL 33871-1991

HOWARD SHORT  
(941) 655-4300

HIGHLANDS RIDGE ASSOCIATES, INC. (WS672)  
3003 EAST FAIRWAY VISTA DRIVE  
AVON PARK, FL 33825-6001

ROB REED  
(941) 471-9976

HIGHLANDS UTILITIES CORPORATION (SL299)  
720 U.S. HIGHWAY 27 SOUTH  
LAKE PLACID, FL 33852-9515

DIXON PUGH  
(941) 465-1296

HOLMES UTILITIES, INC. (WJ760)  
760 HENSORATCH ROAD  
LAKE PLACID, FL 33852-8397

DANIEL HOLMES  
(941) 465-6044 CR -6911

LAKE JOSEPHINE WATER (WJ349)  
760 HENSORATCH ROAD  
LAKE PLACID, FL 33852-8397

DARALD E. PUGH  
(941) 465-2916

LAKE PLACID UTILITIES, INC. (WS709)  
% UTILITIES, INC.  
200 WEATHERSFIELD AVENUE  
ALTAMONTE SPRINGS, FL 32714-4099

DONALD RASMUSSEN  
(407) 869-1919

LANDMARK ENTERPRISES, INC. (SL686)  
62 LAKE HENRY DRIVE  
LAKE PLACID, FL 33852-6000

DAVID S. PLANK  
(941) 382-3030

PLACID LAKES UTILITIES, INC. (WJ193)  
2000 JEFFERSON AVENUE, NORTH  
LAKE PLACID, FL 33852-9749

ROLAND TOBLER  
(941) 465-0345

SEBRING RIDGE UTILITIES, INC. (WS345)  
3625 VALERIE BLVD.  
SEBRING, FL 33870-7814

CHRISTOPHER F. MILLER  
(941) 385-8542

LIST OF WATER AND WASTEWATER UTILITIES IN HIGHLANDS COUNTY

(VALID FOR 60 DAYS)  
07/01/1999-08/29/1999

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CENTRAL FL. REGIONAL PLANNING COUNCIL  
P.O. BOX 2089  
BARTOW, FL 33831

CLERK, BOARD OF COUNTY COMMISSIONERS, HIGHLANDS COUNTY  
430 SOUTH COMMERCE AVENUE  
SEBRING, FL 33870-3701

DEP SOUTH DISTRICT  
2295 VICTORIA AVE., SUITE 364  
FORT MYERS, FL 33901

MAYOR, CITY OF AVON PARK  
110 EAST MAIN STREET  
AVON PARK, FL 33825-3945

MAYOR, CITY OF SEBRING  
368 SOUTH COMMERCE AVENUE  
SEBRING, FL 33870-3606

MAYOR, TOWN OF LAKE PLACID  
50 PARK DRIVE  
LAKE PLACID, FL 33852-9693

S.W. FLORIDA WATER MANAGEMENT DISTRICT  
2379 BROAD STREET  
BROOKSVILLE, FL 34609-6899

SO. FLORIDA WATER MANAGEMENT DISTRICT  
P.O. BOX 24680  
WEST PALM BEACH, FL 33416-4680

LIST OF WATER AND WASTEWATER UTILITIES IN HIGHLANDS COUNTY

(VALID FOR 60 DAYS)  
07/01/1999-08/29/1999

UTILITY NAME

MANAGER

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL  
C/O THE HOUSE OF REPRESENTATIVES  
THE CAPITOL  
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0860

EXHIBIT "D"

WILL BE LATE FILED

(Affidavit of Notice to Customers)

EXHIBIT "E"

WILL BE LATE FILED

(Affidavit of Newspaper Publication)