



PALM VALLEY

ACTIVE RETIREMENT COMMUNITY

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June 20, 2000

Public Service Commission
Atten: Director, Division of Records and Reporting
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Docket No. 991984-WS Application for Transfer of Certificate No. 277-W & 223-S in Seminole County from Alafaya Palm Valley Assoc.,Ltd to CWS Communities LP d/b/a Palm Valley

Atten Director:

Please find enclosed the required copies of the tariff sheets for the above listed transfer of Certificate from Alafaya Palm Valley Associates, Ltd. to CWS Communities LP d/b/a Palm Valley. If you have any questions or concerns please do not hesitate to call me.

Sincerely,

Sandra Seyffart
Sandra Seyffart
Community Director

- APP _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- LEG _____
- OPC _____
- PAI _____
- RG0 *Johnson* _____
- SEC _____
- SER _____
- OTH _____

DOCUMENT NUMBER - DATE
07610 JUN 22 00
FPSC-RECORDS/REPORTING

WATER TARIFF

CWS COMMUNITIES LP d/b/a PALM VALLEY
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Original Sheet No.1

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

CWS COMMUNITIES LP d/b/a PALM VALLEY
NAME OF COMPANY

3700 PALM VALLEY CIRCLE

OVIEDO, FL 32765
ADDRESS OF COMPANY

(407)365-6651 (407)229-2103
(Business & Emergency Telephone Numbers)

FORMERLY:
ALAFAYA PALM VALLEY ASSOCIATES, LTD.

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Stephen J. Sherwood
General Partner

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Contracts and Agreements	There are no contracts at the date of original issue or (Submit Contracts)

Stephen J. Sherwood
General Partner

Name of Company CWS COMMUNITIES LP d/b/a PALM VALLEY
Water Tariff

Territory Served

Certificate Number - 277-W

County - Seminole

Commission Order(s) Approving Territory Served -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
7518	11/22/76	750660-WS	Original
9626	11/05/80	790519-WS	Amendment
12714	11/30/83	830530-WS	Amendment
14480	06/18/85	850040-WS	Amendment
16360	07/16/86	860583-WS	Transfer
19149	04/15/88	880230-WS	Name Change
19149-A	09/14/88	880230-WS	Name Change
23094	06/20/90	900166-WS	Amendment
		991984-WS	Transfer

Stephen J. Sherwood
Issuing Officer

General Partner
Title

Name of Company CWS COMMUNITIES LP d/b/a
Water Tariff PALM VALLEY

Description of Territory Served

Order No. 7518

In Township 21 South, Range 31 East, Seminole County -

Section 34 and 35

Portions of said Sections 34 and 35 known as Palm Valley Mobile Home Park and more particularly described as follows:

Lots 7 and 15 according to the plat thereof as recorded in Plat Book 11, Page 43, of the Public Records of Seminole County, Florida.

Order No. 9626

Township 21 South, Range 31 East

Section 24

Begin at the East 1/4 corner of said Section 34, thence North 00 degrees 18 minutes 03 seconds East, a distance of 1333.33 feet; thence North 89 degrees 23 minutes 00 seconds West, a distance of 257.38 feet; thence South 00 degrees 18 minutes 03 seconds West, a distance of 228.21 feet, thence South 88 degrees 35 minutes 41 seconds West, a distance of 541.44 feet; thence South 00 degrees 18 minutes 03 seconds West, a distance of 720.49 feet to an iron pipe on the South right-of-way of Park Road; said point being on a curve with a radius of 2625.65 feet; thence continue Easterly along said South right-of-way a distance of 334.71 feet to a concrete monument, said point being the point of curve of said curve; thence South 89 degrees 13 minutes 35 seconds East, a distance of 225.0 feet more or less to the Northeast corner of Lot 7 as recorded in Plat Book 11, page 43 of the Public Records of Seminole County, Florida, thence South 00 degrees 02 minutes, 08 seconds West, a distance of 1485.0 feet more or less; thence South 00 degrees 02 minutes 08 seconds West, a distance of 560.00 feet; thence South 89 degrees 37 minutes 00 seconds East a distance of 235 feet more or less to a point on the East boundary of said Section 34; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1100 feet to the POINT OF BEGINNING.

Stephen J. Sherwood
Issuing Officer

General Partner
Title

Name of Company CWS COMMUNITIES LP d/b/a PALM VALLEY
Water Tariff

Description of Territory Served

Order No. 9626 Continued

Township 21 South, Range 31 East

Section 24

ALSO

Beginning at a point on the East right-of-way line of Alafaya Trail 279.01 feet South of the South right-of-way line of Park Road running thence South 89 degrees 27 minutes 05 seconds East 613.86 feet to a point; thence North 00 degrees 03 minutes 18 seconds North 300.31 feet to a point on the South right-of-way line of Park Road; thence along the South right-of-way line of Park Road, following the arc of 1156.78 feet radius curve 315.38 feet to a point; thence continuing along said South right-of-way line of Park Road North 63 degrees 49 minutes 52 seconds East, a distance of 1152.76 feet to a point; thence South 00 degrees 02 minutes 08 seconds West, a distance of 1670 feet more or less to a point; thence North 89 degrees 37 minutes 00 seconds West, a distance of 670 feet to a point; thence North 00 degrees 02 minutes, 05 seconds East, a distance of 381.05 feet to a point; thence North 89 degrees, 27 minutes, 05 seconds West a distance of 1275.70 feet to the Westerly right-of-way line of Alafaya Trail; thence North along said right-of-way line North 00 degrees 03 minutes 18 seconds West, 350.02 feet to the POINT OF BEGINNING.

ALSO

Begin at the Southwest corner of Lot 19, Orlando Industrial Park, run West 00 degrees 02 minutes 08 seconds East, 921 feet; thence North 89 degrees 57 minutes 05 seconds East 105 feet; thence North 00 degrees 02 minutes 08 seconds East, 25 feet; thence North 63 degrees 04 minutes 52 seconds East, 807.00 feet; thence South 60 degrees 02 minutes 08 seconds West, 889.52 feet to the Northerly right-of-way of Park Road; thence South 63 degrees 49 minutes 53 seconds West along said right-of-way 935.93 feet to the POINT OF BEGINNING. Said parcel known as Fox Run Subdivision.

Stephen J. Sherwood
Issuing Officer

General Partner
Title

Name of Company CWS COMMUNITIES LP d/b/a PALM VALLEY
Water Tariff

Description of Territory Served

Order No. 9626 Continued

Section 35

Begin at the West 1/4 corner of said Section 35; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1333.33 feet; thence South 89 degrees 34 minutes 49 seconds East, a distance of 332.63 feet; thence South 00 degrees 14 minutes 18 seconds West 1333.71 feet; thence South 00 degrees 30 minutes 22 seconds East 1087.76 feet; thence North 89 degrees 37 minutes 00 seconds West 340 feet more or less to a point on the West boundary line of said Section 35; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1100 feet more or less to the POINT OF BEGINNING.

Order No. 12714

Township 21 South, Range 31 East

SECTION 34

From the South 1/4 corner of said Section 34, run South 89 degrees 37 minutes 00 seconds East a distance of 740 feet along the South line of said Section; thence North 00 degrees 02 minutes 08 seconds East a distance of 2040 feet more or less, along the East R-O-W line of Seminole Avenue to a point at the intersection of said East line with the South R-O-W line of Jessup Street for a Point of Beginning. From said Point of Beginning thence run South 89 degrees 37 minutes 00 seconds East a distance of 800 feet along said South R-O-W line of Jessup Street, thence South 00 degrees 02 minutes 08 seconds West a distance of 500 feet parallel with said Seminole Avenue, thence North 89 degrees 37 minutes 00 seconds West a distance of 800 feet to said Seminole Avenue, thence North 00 degrees 02 minutes 08 seconds East a distance of 500 feet to the Point of Beginning.

Order No. 16360 Involved a Transfer

Order No. 19149 and 19149-A Involved a Name Change

Stephen J. Sherwood
Issuing Officer

General Partner
Title

Name of Company CWS COMMUNITIES LP d/b/a PALM VALLEY
Water Tariff

Description of Territory Served

Order No. 23094

Township 21 South, Range 31 East

In Sections 34 and 35

Parcels 5 & 6: This description is in Order No. 14480, except that is in a different format.

From the Northeast Corner of Section 34, run South along the East line of Section 34 3,250 feet. Thence run West 1,100 feet to the point of beginning. Thence South 00° 30' 26" East 218.31 feet. Thence South 01° 42' 27" East 180.76 feet. Thence South 01° 42' 27" East 300.87 feet. Thence North 89° 36' 50" West 129.82 feet. Thence South 74° 26' 00" West 364.01 feet. Thence North 89° 40' 34" West 68.30 feet. Thence North 89° 40' 34" West 691.70 feet. Thence North 00° 00' 38" West 387.73 feet. Thence South 89° 34' 08" East 224.94 feet. Thence North 00° 54' 35" East 18.92 feet. Thence South 89° 44' 01" East 287.87 feet. Thence North 01° 21' 41" West 208.21 feet. Thence North 89° 40' 28" West 508.25 feet. Thence North 00° 02' 34" West 185.42 feet. Thence South 89° 38' 18" East 800.12 feet. Thence South 89° 37' 25" East 424.39 feet to the point of beginning.

Parcel A-2: The South 1/2 of the East 3/4 of the Southwest 1/4 of the Northwest 1/4, less the South 453.34 feet of the East 1/2 of the West 1/2 of said Southwest 1/4 of the Northwest 1/4, all in Section 35.

Stephen J. Sherwood
Issuing Officer

General Partner
Title

Original Sheet No. 4.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

MISCELLANEOUS

Stephen J. Sherwood
General Partner

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" - Alafaya Palm Valley Associates, Ltd.
- 2.0 "CONSUMER" - ANY PERSON, FIRM, ASSOCIATION, CORPORATION, GOVERNMENTAL AGENCY OR SIMILAR ORGANIZATION SUPPLIED WITH WATER SERVICE BY THE COMPANY.
- 3.0 "SERVICE" - SERVICE, AS MENTIONED IN THIS TARIFF AND IN AGREEMENT WITH CUSTOMERS, SHALL BE CONSTRUED TO INCLUDE, IN ADDITION TO ALL WATER SERVICE REQUIRED BY THE CUSTOMER THE READINESS AND ABILITY ON THE PART OF THE COMPANY TO FURNISH WATER SERVICE TO THE CUSTOMER. SERVICE SHALL CONFORM TO THE STANDARDS SET FORTH IN SECTION 367.111 OF THE FLORIDA STATUTES.
- 4.0 "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 AN INSTALLATION FOR UTILIZING WATER FOR ANY PURPOSE ORDINARILY LOCATED ON THE CUSTOMER'S SIDE OF "POINT OF DELIVERY", WHETHER SUCH INSTALLATION IS OWNED BY CUSTOMER, OR USED BY CONSUMER UNDER LEASE OR OTHERWISE.
- 5.0 "POINT OF DELIVERY" - THE POINT WHERE THE COMPANY'S PIPES OR METERS ARE CONNECTED WITH PIPES OF THE CUSTOMER.
- 6.0 "MAIN" - SHALL REFER TO A PIPE, CONDUIT, OR OTHER FACILITY INSTALLED TO CONVEY WATER SERVICE TO INDIVIDUAL SERVICE LINES OR TO OTHER MAINS.
- 7.0 "SERVICE LINES" - THE PIPES OF THE COMPANY WHICH ARE CONNECTED FROM THE MAINS TO POINT OF DELIVERY.
- 8.0 "RATE SCHEDULE" - REFERS TO RATES OR CHARGES FOR THE PARTICULAR CLASSIFICATION OF SERVICE.
- 9.0 "COMMISSION" - REFERS TO FLORIDA PUBLIC SERVICE COMMISSION.
- 10.0 "CERTIFICATE" - MEANS THE WATER CERTIFICATE ISSUED TO THE COMPANY BY THE COMMISSION.
- 11.0 "CUSTOMER" - MEANS THE 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.

Steven J. Sherwood

General Partner

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Steven J. Sherwood
General Partner

NAME OF COMPANY

WATER TARIFF

ORIGINAL SHEET No. 7.0

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Steven J. Sherwood
General Partner

RULES AND REGULATIONS

1.0 POLICY DISPUTE - ANY DISPUTE BETWEEN THE COMPANY AND THE CUSTOMER OR PROSPECTIVE CUSTOMER REGARDING THE MEANING OR APPLICATION OF ANY PROVISION OF THIS TARIFF SHALL UPON WRITTEN REQUEST BY EITHER PARTY BE RESOLVED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

2.0 GENERAL INFORMATION - THE COMPANY'S RULES AND REGULATIONS, INSOFAR AS THEY ARE INCONSISTENT WITH ANY STATUTE, LAW OR COMMISSION ORDER SHALL BE NULL AND VOID. THESE RULES AND REGULATIONS ARE A PART OF THE RATE SCHEDULES, APPLICATIONS AND CONTRACTS OF THE COMPANY, AND IN THE ABSENCE OF SPECIFIC WRITTEN AGREEMENT TO THE CONTRARY, THEY APPLY WITHOUT MODIFICATIONS OR CHANGE TO EACH AND EVERY CUSTOMER TO WHOM THE COMPANY RENDERS WATER SERVICE.

IN THE EVENT THAT A PORTION OF THESE RULES AND REGULATIONS IS DECLARED UNCONSTITUTIONAL OR VOID FOR ANY REASON BY ANY COURT OF COMPETENT JURISDICTION, SUCH DECISION SHALL IN NO WAY AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE RULES AND REGULATIONS FOR WATER SERVICE UNLESS SUCH COURT ORDER OR DECISION SHALL SO DIRECT.

THE COMPANY SHALL PROVIDE SERVICE TO ALL CUSTOMERS REQUIRING SUCH SERVICE WITHIN THE TERRITORY DESCRIBED IN ITS CERTIFICATE UPON SUCH TERMS AS ARE SET FORTH IN THIS TARIFF.

3.0 SIGNED APPLICATION NECESSARY - WATER SERVICE IS FURNISHED ONLY UPON SIGNED APPLICATION OR AGREEMENT ACCEPTED BY THE COMPANY AND THE CONDITIONS OF SUCH APPLICATION OR AGREEMENT ARE BINDING UPON THE CUSTOMER AS WELL AS UPON THE COMPANY. A COPY OF THE APPLICATION OR AGREEMENT FOR WATER SERVICE ACCEPTED BY THE COMPANY WILL BE FURNISHED TO THE APPLICANT ON REQUEST.

THE APPLICANT SHALL FURNISH TO THE COMPANY THE CORRECT NAME, STREET ADDRESS OR LOT AND BLOCK NUMBER, AT WHICH WATER SERVICE IS TO BE RENDERED.

4.0 APPLICATIONS BY AGENTS - APPLICATIONS FOR WATER SERVICE REQUESTED BY FIRMS PARTNERSHIPS, ASSOCIATIONS, CORPORATIONS, AND OTHERS, SHALL BE TENDERED ONLY BY DULY AUTHORIZED PARTIES, WHEN WATER SERVICE IS RENDERED UNDER AGREEMENT OR AGREEMENTS ENTERED INTO BETWEEN THE COMPANY AND AN AGENT OF THE PRINCIPAL. THE USE OF SUCH WATER SERVICE BY THE PRINCIPAL SHALL CONSTITUTE FULL AND COMPLETE RATIFICATION BY THE PRINCIPAL OF THE AGREEMENT OR AGREEMENTS ENTERED INTO BETWEEN AGENT AND THE COMPANY AND UNDER WHICH SUCH WATER SERVICE IS RENDERED.

Steven J. Sherwood
General Partner

- 5.0 WITHHOLDING SERVICE - THE COMPANY MAY WITHHOLD OR DISCONTINUE WATER SERVICE RENDERED UNDER APPLICATION MADE BY ANY MEMBER OR AGENT OF A HOUSEHOLD, ORGANIZATION OR BUSINESS UNLESS ALL PRIOR INDEBTEDNESS TO THE COMPANY OF SUCH HOUSEHOLD, ORGANIZATION OR BUSINESS FOR WATER SERVICE HAS BEEN SETTLED IN FULL.
- SERVICE MAY ALSO BE DISCONTINUED FOR ANY VIOLATION BY THE CUSTOMER OR CONSUMER OF ANY RULE OR REGULATION SET FORTH IN THIS TARIFF.
- 6.0 EXTENSIONS - EXTENSIONS WILL BE MADE TO THE COMPANY'S FACILITIES IN COMPLIANCE WITH THE RULES/ORDERS/TARIFF ISSUED BY THE COMMISSION.
- 7.0 LIMITATION OF USE - WATER SERVICE PURCHASED FROM THE COMPANY SHALL BE USED BY THE CUSTOMER ONLY FOR THE PURPOSES SPECIFIED IN THE APPLICATION FOR WATER SERVICE AND THE CUSTOMER SHALL NOT SELL OR OTHERWISE DISPOSE OF SUCH WATER SERVICE SUPPLIED BY THE COMPANY. WATER SERVICE FURNISHED TO THE CUSTOMER SHALL BE RENDERED DIRECTLY TO THE CUSTOMER THROUGH COMPANY'S INDIVIDUAL METER AND MAY NOT BE REMETERED BY THE CUSTOMER FOR THE PURPOSE OF SELLING OTHERWISE DISPOSING OF WATER SERVICE TO LESSEES, TENANTS, OR OTHERS AND UNDER NO CIRCUMSTANCES SHALL THE CUSTOMER OR CUSTOMER'S AGENT OR ANY OTHER INDIVIDUAL, ASSOCIATION OR CORPORATION INSTALL METERS FOR THE PURPOSE OF SO REMETERING SAID WATER SERVICE. 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 FOR ADJACENT PROPERTY THROUGH ONE METER, EVEN THOUGH SUCH ADJACENT PROPERTY BE OWNED BY HIM. IN CASE OF SUCH UNAUTHORIZED EXTENSION, REMETERING, SALE OR DISPOSITION OF SERVICE, CUSTOMER'S WATER SERVICE IS SUBJECT TO DISCONTINUANCE UNTIL SUCH UNAUTHORIZED EXTENSION, REMETERING, SALE OR DISPOSITION IS DISCONTINUED AND FULL PAYMENT IS MADE OF BILLS FOR WATER SERVICE, CALCULATED ON PROPER CLASSIFICATION AND RATE SCHEDULES AND REIMBURSEMENT IN FULL MADE TO THE COMPANY FOR ALL EXTRA EXPENSES INCURRED FOR CLERICAL WORK, TESTING AND INSPECTIONS.
- 8.0 CONTINUITY OF SERVICE - THE COMPANY WILL AT ALL TIMES USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS WATER SERVICE, AND HAVING USED REASONABLE DILIGENCE, SHALL NOT BE LIABLE TO THE CUSTOMER FOR FAILURE OR INTERRUPTION OF CONTINUOUS WATER SERVICE. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, LABOR TROUBLES, ACCIDENT, LITIGATIONS, BREAKDOWNS, SHUTDOWNS FOR EMERGENCY REPAIRS, OR ADJUSTMENTS, ACTS OF SABOTAGE, ENEMIES OF THE UNITED STATES, WARS, UNITED STATES, STATE, MUNICIPAL OR OTHER GOVERNMENTAL INTERFERENCE ACTS OF GOD OR OTHER

(CONTINUED TO SHEET No. 10.0)

Steven J. Sherwood

General Partner

(CONTINUED FROM SHEET No. 9.0)

CAUSES BEYOND ITS CONTROL. IF AT ANY TIME THE COMPANY SHALL INTERRUPT OR DISCONTINUE ITS SERVICE FOR ANY PERIOD GREATER THAN ONE HOUR, ALL CUSTOMERS EFFECTED BY SAID INTERRUPTION OR DISCONTINUANCE SHALL BE GIVEN NOT LESS THAN 24 HOURS NOTICE.

9.0 TYPE AND MAINTENANCE - THE CUSTOMER'S PIPES, APPARTUS AND EQUIPMENT SHALL BE SELECTED, INSTALLED, USED AND MAINTAINED IN ACCORDANCE WITH THE STANDARD PRACTICE, CONFORMING WITH THE RULES AND REGULATIONS OF THE COMPANY, AND IN FULL COMPLIANCE WITH ALL LAWS AND GOVERNMENTAL REGULATIONS APPLICABLE TO SAME. THE COMPANY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THE CUSTOMER'S PIPES AND FACILITIES. THE CUSTOMER EXPRESSLY AGREES NOT TO UTILIZE ANY APPLIANCE OR DEVICE WHICH IS NOT PROPERLY CONSTRUCTED, CONTROLLED AND PROTECTED, OR WHICH MAY ADVERSELY AFFECT THE WATER SERVICE; AND THE COMPANY RESERVES THE RIGHT TO DISCONTINUE OR WITHHOLD WATER SERVICE TO SUCH APPARTUS OR DEVICE.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - NO CHANGES OR INCREASES IN CUSTOMER'S INSTALLATION, WHICH WILL MATERIALLY AFFECT THE PROPER OPERATION OF THE PIPES, MAINS, OR STATIONS OF THE COMPANY SHALL BE MADE WITHOUT WRITTEN CONSENT OF THE COMPANY. THE CUSTOMER WILL BE LIABLE FOR ANY CHANGE RESULTING FROM A VIOLATION OF THIS RULE.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - ALL CUSTOMER'S WATER SERVICE INSTALLATIONS OR CHANGES SHALL BE INSPECTED UPON COMPLETION BY COMPETENT AUTHORITY TO INSURE THAT CUSTOMER'S PIPING, EQUIPMENT, AND DEVICES HAVE BEEN INSTALLED IN ACCORDANCE WITH ACCEPTED STANDARD PRACTICE AND SUCH LOCAL GOVERNMENTAL OR OTHER RULES AS MAY BE IN EFFECT. WHERE MUNICIPAL OR OTHER GOVERNMENTAL INSPECTION IS REQUIRED BY LOCAL RULES OR 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.

THE COMPANY RESERVES THE RIGHT TO INSPECT CUSTOMER'S INSTALLATION PRIOR TO RENDERING WATER SERVICE AND FROM TIME TO TIME THEREAFTER, BUT ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY PORTION THEREOF.

12.0 PROTECTION OF COMPANY'S PROPERTY - THE CUSTOMER SHALL EXERCISE REASONABLE DILIGENCE TO PROTECT THE COMPANY'S PROPERTY ON THE CUSTOMER'S PREMISES, AND SHALL KNOWINGLY PERMIT NO ONE BUT THE COMPANY'S AGENTS, OR PERSONS AUTHORIZED BY LAW, TO HAVE ACCESS TO THE COMPANY'S PIPES AND APPARATUS.

(CONTINUED TO SHEET No. 11.0)

(CONTINUED FROM SHEET No. 10.0)

IN THE EVENT OF ANY LOSS, OR DAMAGE TO PROPERTY OF THE COMPANY CAUSED BY OR ARISING OUT OF CARELESSNESS, NEGLIGENCE OR MISUSE BY THE CUSTOMER, THE COST OF MAKING GOOD SUCH LOSS OR REPAIRING SUCH DAMAGE SHALL BE PAID BY THE CUSTOMER.

13.0 ACCESS TO PREMISES - THE DULY AUTHORIZED AGENTS OF THE COMPANY SHALL HAVE ACCESS AT ALL REASONABLE HOURS TO THE PREMISES OF THE CUSTOMER FOR THE PURPOSE OF INSTALLING, MAINTAINING AND INSPECTING OR REMOVING COMPANY'S PROPERTY, READING METERS, AND OTHER PURPOSES INCIDENT TO PERFORMANCE UNDER OR TERMINATION OF THE COMPANY'S AGREEMENT WITH THE CUSTOMER AND IN SUCH PERFORMANCE SHALL NOT BE LIABLE FOR TRESPASS.

14.0 RIGHT OF WAY OR EASEMENTS - THE CUSTOMER SHALL GRANT OR CAUSE TO BE GRANTED TO THE COMPANY AND WITHOUT COST TO THE COMPANY ALL RIGHTS, EASEMENTS, PERMITS, AND PRIVILEGES WHICH ARE NECESSARY FOR THE RENDERING OF WATER SERVICE.

15.0 BILLING PERIODS - BILLS FOR WATER SERVICE WILL BE RENDERED (MONTHLY, BIMONTHLY, QUARTERLY), BILLS ARE DUE WHEN RENDERED AND SHALL BE CONSIDERED AS RECEIVED BY CUSTOMER WHEN DELIVERED OR MAILED TO WATER SERVICE ADDRESS OR SOME OTHER PLACE MUTUALLY AGREED UPON.

NONRECEIPT OF BILLS BY CUSTOMER SHALL NOT RELEASE OR DIMINISH OBLIGATION OF CUSTOMER WITH RESPECT TO PAYMENT THEREOF.

16.0 DELINQUENT BILLS - BILLS ARE DUE WHEN RENDERED, AND IF NOT PAID WITHIN FIFTEEN (15) DAYS THEREAFTER BECOME DELINQUENT, AND WATER SERVICE MAY THEN, AFTER FIVE (5) DAYS WRITTEN NOTICE, BE DISCONTINUED. SERVICE WILL BE RESUMED ONLY UPON PAYMENT OF ALL PAST-DUE BILLS AND PENALTIES, TOGETHER WITH A RECONNECT CHARGE OF \$ _____, WHEN PERFORMED DURING REGULAR WORKING HOURS. AFTER REGULAR WORKING HOURS THE RECONNECTION CHARGE WILL BE \$ _____. THERE SHALL BE NO LIABILITY OF ANY KIND AGAINST THE COMPANY BY REASON OF DISCONTINUANCE OF WATER SERVICE TO THE CUSTOMER FOR FAILURE OF THE CUSTOMER TO PAY THE BILLS ON TIME.

NO PARTIAL PAYMENT OF ANY BILL RENDERED WILL BE ACCEPTED BY THE COMPANY, EXCEPT BY AGREEMENT WITH COMPANY, OR BY ORDER OR DIRECTION OF THE COMMISSION.

17.0 PAYMENT OF WATER AND SEWER SERVICE BILLS CONCURRENTLY - WHEN BOTH WATER AND SEWER SERVICE ARE PROVIDED BY THE COMPANY PAYMENT OF ANY WATER SERVICE BILL RENDERED BY THE COMPANY TO A WATER SERVICE CUSTOMER SHALL NOT BE ACCEPTED

(CONTINUED TO SHEET No. 12.0)

Steven J. Sherwood

General Partner

(CONTINUED FROM SHEET No. 11.0)

BY THE COMPANY WITHOUT THE SIMULTANEOUS OR CONCURRENT PAYMENT OF ANY SEWER SERVICE BILL RENDERED BY THE COMPANY. IF THE CHARGES FOR WATER SERVICE ARE NOT SO PAID, THE COMPANY MAY DISCONTINUE BOTH SEWER SERVICE AND WATER SERVICE TO THE CUSTOMER'S PREMISES FOR NONPAYMENT OF THE WATER SERVICE CHARGES OR IF THE CHARGES FOR SEWER SERVICE ARE NOT SO PAID THE COMPANY MAY DISCONTINUE BOTH WATER SERVICE AND SEWER SERVICE TO THE CUSTOMER'S PREMISES FOR NONPAYMENT OF THE SEWER SERVICE CHARGE. THE COMPANY SHALL NOT RE-ESTABLISH OR RECONNECT SEWER SERVICE AND WATER SERVICE OR EITHER OF SUCH SERVICES UNTIL SUCH TIME AS ALL SEWER SERVICE CHARGES AND WATER SERVICE CHARGES AND ALL OTHER EXPENSES OR CHARGES ESTABLISHED OR PROVIDED FOR BY THESE RULES AND REGULATIONS ARE PAID.

18.0

TEMPORARY DISCONTINUANCE OF SERVICE - AT ANY TIME THAT WATER SERVICE IS NOT BEING FURNISHED TO THE PREMISES, AS CONFIRMED BY THE COMPANY FURNISHING SAID WATER SERVICE, UPON APPLICATION TO THE COMPANY BY THE CUSTOMER FOR A TEMPORARY SHUTOFF OF AT LEAST 60 DAYS DURATION, BILLING FOR WATER SERVICE TO THE PREMISES WILL BE SUSPENDED FOR THE NUMBER OF WHOLE MONTHS THAT WATER SERVICE IS DISCONTINUED TO THE PREMISES.

THE COMPANY MAY CHARGE A STAND-BY FEE OF UP TO 50% OF THE MINIMUM BILL FOR EACH BILLING PERIOD DURING WHICH PERIOD SERVICE IS DISCONTINUED.

19.0

TAX CLAUSE - RATES AND/OR CHARGES MAY BE INCREASED OR A SURCHARGE ADDED IN THE AMOUNT OF THE APPLICABLE PROPORTIONATE PART OF ANY TAXES AND ASSESSMENTS IMPOSED BY ANY GOVERNMENTAL AUTHORITY IN EXCESS OF THOSE IN EFFECT AFTER THE APPROVAL OF THIS RULE WHICH ARE ASSESSED ON THE BASIS OF METERS OR CUSTOMERS OR THE PRICE OF OR REVENUES FROM WATER SOLD, NOT INCLUDING INCOME TAXES.

20.0

CHANGE OF OCCUPANCY - WHEN CHANGE OF OCCUPANCY TAKES PLACE ON ANY PREMISES SUPPLIED BY THE COMPANY WITH WATER SERVICE, WRITTEN NOTICE THEREOF SHALL BE GIVEN AT THE OFFICE OF THE COMPANY NOT LESS THAN THREE (3) DAYS PRIOR TO THE DATE OF CHANGE BY THE OUTGOING CUSTOMER, WHO WILL BE HELD RESPONSIBLE FOR ALL WATER SERVICE USED ON SUCH PREMISES UNTIL SUCH WRITTEN NOTICE IS SO RECEIVED AND THE COMPANY HAS HAD REASONABLE TIME TO DISCONTINUE WATER SERVICE. HOWEVER, IF SUCH WRITTEN NOTICE HAS NOT BEEN RECEIVED, THE APPLICATION OF A SUCCEEDING OCCUPANT FOR WATER SERVICE WILL AUTOMATICALLY TERMINATE THE PRIOR ACCOUNT. CUSTOMER'S DEPOSIT MAY BE TRANSFERRED FROM ONE SERVICE LOCATION TO

(CONTINUED TO SHEET No. 13.0)

Steven J. Sherwood
General Partner

NAME OF COMPANY

WATER TARIFF

ORIGINAL SHEET No. 13.0

(CONTINUED FROM SHEET No. 12.0)

ANOTHER, IF BOTH LOCATIONS ARE SUPPLIED BY THE COMPANY, CONSUMER'S DEPOSIT MAY NOT BE TRANSFERRED FROM ONE NAME TO ANOTHER.

FOR THE CONVENIENCE OF ITS CUSTOMERS, THE COMPANY WILL ACCEPT TELEPHONE ORDERS TO DISCONTINUE OR TRANSFER WATER SERVICE AND WILL USE ALL REASONABLE DILIGENCE IN THE EXECUTION THEREOF. HOWEVER, ORAL ORDERS OR ADVISE SHALL NOT BE DEEMED BINDING OR BE CONSIDERED FORMAL NOTIFICATION TO THE COMPANY.

- 21.0 UNAUTHORIZED CONNECTIONS - WATER - CONNECTIONS TO THE COMPANY'S WATER SYSTEM FOR ANY PURPOSE WHATSOEVER ARE TO BE MADE ONLY BY EMPLOYEES OF THE COMPANY. UNAUTHORIZED CONNECTIONS RENDER THE SERVICE SUBJECT TO IMMEDIATE DISCONTINUANCE WITHOUT NOTICE AND WATER SERVICE WILL NOT BE RESTORED UNTIL SUCH UNAUTHORIZED CONNECTIONS HAVE BEEN REMOVED AND UNLESS SETTLEMENT IS MADE IN FULL FOR ALL WATER SERVICE ESTIMATED BY THE COMPANY TO HAVE BEEN USED BY REASON OF SUCH UNAUTHORIZED CONNECTION.
- 22.0 METERS - ALL WATER METERS SHALL BE FURNISHED BY AND REMAIN THE PROPERTY OF THE COMPANY AND SHALL BE ACCESSIBLE AND SUBJECT TO ITS CONTROL. THE CUSTOMER SHALL PROVIDE METER SPACE TO THE COMPANY AT A SUITABLE AND READILY ACCESSIBLE LOCATION AND WHEN THE COMPANY CONSIDERS IT ADVISABLE, WITHIN THE PREMISES TO BE SERVED, ADEQUATE AND PROPER SPACE FOR THE INSTALLATION OF METERS AND OTHER SIMILAR DEVICES.
- 23.0 ALL WATER THROUGH METER - THAT PORTION OF THE CUSTOMER'S INSTALLATION FOR WATER SERVICE SHALL BE SO ARRANGED 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.
- 24.0 ADJUSTMENT OF BILLS - WHEN A CUSTOMER HAS BEEN OVERCHARGED OR UNDERCHARGED AS A RESULT OF INCORRECT APPLICATION OF THE RATE SCHEDULES, INCORRECT READING OF THE METER, INCORRECT CONNECTION OF THE METER, OR OTHER SIMILAR REASONS, THE AMOUNT MAY BE CREDITED OR BILLED TO THE CUSTOMER AS THE CASE MAY BE.
- 25.0 CUSTOMER DEPOSIT - BEFORE RENDERING SERVICE, THE COMPANY WILL REQUIRE A DEPOSIT OR GUARANTEE SATISFACTORY TO THE COMPANY TO SECURE THE PAYMENT OF BILLS; AND THE COMPANY

(CONTINUED TO SHEET No. 14.0)

Steven J. Sherwood

General Partner

WATER TARIFF

(CONTINUED FROM SHEET No. 13.0)

SHALL GIVE THE CUSTOMERS A NON-NEGOTIABLE AND NON-TRANSFERABLE DEPOSIT RECEIPT. THE AMOUNT OF SUCH DEPOSIT SHALL BE \$ 10.00 OR AN AMOUNT NECESSARY TO COVER MINIMUM CHARGES FOR SERVICE FOR THREE (3) BILLING PERIODS, WHICH EVER IS GREATER.

THE COMPANY WILL PAY INTEREST ON CUSTOMERS DEPOSIT AT THE RATE OF 6 PERCENT PER ANNUM. THE PAYMENT OF INTEREST WILL BE MADE ONCE EACH YEAR AS A CREDIT ON REGULAR BILLS, AND ON FINAL BILLS WHEN SERVICE IS DISCONTINUED. NO CUSTOMER DEPOSITOR WILL RECEIVE INTEREST ON HIS DEPOSIT UNTIL AT LEAST SIX (6) MONTHS CONTINUOUS SERVICE, THEN INTEREST WILL BE PAID FROM THE DATE OF THE COMMENCEMENT OF SERVICE.

THE COMPANY WILL PAY OR CREDIT ACCRUED INTEREST TO THE CUSTOMERS ACCOUNT DURING THE MONTH OF January EACH YEAR.

UPON FINAL SETTLEMENT OF CUSTOMER'S ACCOUNT, ANY UNUSED BALANCE OF THE DEPOSIT WILL BE REFUNDED. REFUND IS CONTINGENT UPON SURRENDER TO THE COMPANY OF THE APPLICABLE DEPOSIT RECEIPT OR, WHEN THE RECEIPT CANNOT BE PRODUCED, UPON ADEQUATE IDENTIFICATION.

26.0

REQUEST FOR METER TEST BY CUSTOMER SHOULD ANY CUSTOMER REQUEST A BENCH TEST OF HIS WATER METER, THE COMPANY WILL REQUIRE A DEPOSIT TO DEFRAY COST OF TESTING; SUCH DEPOSIT NOT TO EXCEED THE FOLLOWING SCHEDULE OF FEES:

METER SIZE	FEES
5/8" AND 3/4"	\$20.00
1" AND 1 1/2"	\$25.00
2" and Over	Actual Cost

IF THE METER IS FOUND TO REGISTER IN EXCESS OF THE ACCURACY LIMITS PRESCRIBED BY THE COMMISSION THE DEPOSIT WILL BE REFUNDED; BUT IF BELOW SUCH ACCURACY LIMIT, THE DEPOSIT WILL BE RETAINED BY THE COMPANY AS A SERVICE CHARGE FOR CONDUCTING THE TEST.

FURTHER, UPON WRITTEN REQUEST OF ANY CUSTOMER, THE COMPANY SHALL, WITHOUT CHARGE, MAKE A FIELD TEST OF THE ACCURACY OF THE WATER METER IN USE AT CUSTOMER'S PREMISES PROVIDED THAT THE METER HAS NOT BEEN TESTED WITHIN THE PAST SIX (6) MONTHS.

27.0

ADJUSTMENT OF BILLS FOR METER ERROR - IN METER TESTS MADE BY THE COMMISSION OR BY THE COMPANY, THE ACCURACY OF

(CONTINUED TO SHEET No. 15.0)

Steven J. Sherwood
General Partner

(CONTINUED FROM SHEET No. 14.0)

REGISTRATION OF THE METER AND ITS PERFORMANCE IN SERVICE SHALL BE JUDGED BY ITS AVERAGE ERROR. THE AVERAGE METER ERROR SHALL BE CONSIDERED TO BE THE AVERAGE OF THE ERRORS AT THE TEST RATE FLOWS.

FAST METERS - WHENEVER A METER TESTED IS FOUND TO REGISTER FAST IN EXCESS OF THE TOLERANCE PROVIDED IN THE METER ACCURACY REQUIREMENTS PROVISION HEREIN, THE UTILITY SHALL REFUND TO THE CUSTOMER THE AMOUNT BILLED IN ERROR FOR ONE-HALF THE PERIOD SINCE THE LAST TEST; SAID ONE-HALF PERIOD NOT TO EXCEED SIX (6) MONTHS EXCEPT THAT IF IT CAN BE SHOWN THAT THE ERROR WAS DUE TO SOME CAUSE, THE DATE OF WHICH CAN BE FIXED, THE OVERCHARGE SHALL BE COMPUTED BACK TO BUT NOT BEYOND SUCH DATE. THE REFUND SHALL NOT INCLUDE ANY PART OF ANY MINIMUM CHARGE.

METER ACCURACY REQUIREMENTS - ALL METERS USED FOR MEASURING QUANTITY OF WATER DELIVERED TO A CUSTOMER SHALL BE IN GOOD MECHANICAL CONDITION AND SHALL BE ADEQUATE IN SIZE AND DESIGN FOR THE TYPE OF SERVICE WHICH THEY MEASURE. BEFORE BEING INSTALLED FOR THE USE OF ANY CUSTOMER EVERY WATER METER, WHETHER NEW, REPAIRED, OR REMOVED FROM SERVICE FOR ANY CAUSE, SHALL BE ADJUSTED TO REGISTER WITHIN THE ACCURACY LIMITS SET FORTH IN THE FOLLOWING TABLE:

METER TYPE	ACCURACY LIMITS IN PERCENT			
	MAXIMUM RATE	INTERMEDIATE RATE	NEW	REPAIRED
DISPLACEMENT	98.5-101.5	98.5-101.5	95-101.5	99-101.5
CURRENT	97 -103	97 -103	95-103	99-103
COMPOUND*	97 -103	97 -103	95-103	99-103

* THE MINIMUM REQUIRED ACCURACY FOR COMPOUND METERS AT ANY RATE WITHIN THE "CHANGE OVER" RANGE OF FLOWS SHALL BE 85%.

28.0

THE COMPANY SHALL FILE COPIES OF ALL CONTRACTS FOR SERVICE AVAILABILITY WITH THE COMMISSION WITHIN THIRTY (30) DAYS AFTER EXECUTION.

Steven J. Sherwood

General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY
WATER TARIFF

INDEX OF RATE SCHEDULES

	<u>Sheet Number</u>
General Service, GS	17.0
Residential Service, RS	18.0
Fire Hydrants	19.0
Held for Future Use	20.0

Stephen J. Sherwood
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water services 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 - \$0.54 per thousand gallons (charged through master meter for mobile home park only.)
- MINIMUM BILL - N/A
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - February 16, 1999
- TYPE OF FILING - 1998 Price Index

Steven Sherwood
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water services for all purposes in private residence 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 - 1st 2,000 Gallons - \$2.69
All gallonage usage over 2,000 gallons - \$0.54 per thousand gallons
- MINIMUM BILL - \$2.69
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - February 16, 1999
- TYPE OF FILING - 1998 Price Index

Steven Sherwood
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

FIRE HYDRANTS

WATER

AVAILABILITY: AVAILABLE THROUGHOUT THE AREA SERVED BY THE COMPANY.

APPLICABILITY: TO FIRE HYDRANTS FURNISHING FIRE PROTECTION INSTALLED ON PUBLIC OR PRIVATE PROPERTY CONNECTED TO THE WATER MAINS ON THE COMPANY.

LIMITATIONS: SUBJECT TO ALL OF THE RULES AND REGULATIONS OF THIS TARIFF AND GENERAL RULES AND REGULATIONS OF THE COMMISSION.

RATE: NOT APPLICABLE AT THIS TIME

MINIMUM CHARGE:

TERMS OF PAYMENT:

Stephen J. Sherwood
General Partner

Original Sheet No. 20.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

HELD FOR FUTURE USE

Stephen J. Sherwood
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY
WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet Number</u>
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	22.0
APPLICATION FOR WATER SERVICE	23.0
APPLICATION FOR METER INSTALLATION	24.0
COPY OF CUSTOMER'S BILL	25.0

Stephen J. Sherwood
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY
Original Sheet No. 22.0

WATER TARIFF

CONSUMER'S GUARANTEE DEPOSIT RECEIPT

Not Applicable at this time

Stephen J. Sherwood
General Partner

Original Sheet No. 23.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

APPLICATION FOR WATER SERVICE

Not applicable at this time

Stephen J. Sherwood
General Partner

Original Sheet No. 24.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Not applicable at this time

Stephen J. Sherwood
General Partner

PALM VALLEY
3700 Palm Valley Circle
Oviedo, FL 32765

(407) 365-6651

SAMPLE

Account Lot #: 1

IF YOU ARE PAYING CASH, PLEASE BRING IN EXACT AMOUNT, WE DON'T CARRY CASH ON THE PREMISES.

BILLING PERIOD: 5/19/00 - 6/19/00

WATER Flat Rate Sewer Charge (Residential) \$8.77

Present Reading: 310600

Previous Reading: 304950

WATER Gallons Used: 5,650

**Res. Service: 1st 2,000 gallons Minimum Flat Rate
2,000 gals. \$2.69**

**Gen. Service: All gallons over 2,000 gals. \$1.97
@ \$.54 per thousand gals.
Gals.: 3,650**

Total Gals. Used: 5,650

4% Water Tax: \$0.19

TOTAL DUE: \$13.62

Payment Due 20 Days From The Date of This Statement. Past Due 10-Jul-00

Payable to: PALM VALLEY

Thank You.

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY
WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Service Availability Policy	27.0
Schedule of Fees and Charges	28.0

Stephen J. Sherwood
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides water and sewer service to a mobile home park and an adjacent subdivision. The mobile home park is master-metered, and is the only general service customer.

(D)

A developer agreement made with the former owner of the utility (Alafaya Palm Valley Associates, Ltd.) at the time of transfer states that if plant expansion is necessary to permit development of land still owned by Alafaya Palm Valley Associates, Ltd, then Alafaya Palm Valley Associates, Ltd. will provide funds for such expansion.

Stephen J. Sherwood
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

SCHEDULE OF FEES AND CHARGES

WATER

AVAILABILITY

Available throughout the area served by the company to residential service customers.

APPLICABILITY

To all residential service customers for initial connections to the system made after the effective date of this tariff sheet.

CHARGES

\$ 170.00 per ERC. One (1) ERC = 300 gpd

LIMITATIONS

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

(D)
(N)

(N)

Stephen J. Sherwood
General Partner

SEWER TARIFF

CWS COMMUNITIES LP d/b/a PALM VALLEY
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

SEWER TARIFF

CWS COMMUNITIES LP d/b/a PALM VALLEY
NAME OF COMPANY

3700 PALM VALLEY CIRCLE
OVIEDO, FL 32765
(ADDRESS OF COMPANY)

(407)365-6651 (407)229-2103
(Business and Emergency Telephone Numbers)

FORMERLY:

ALAFAYA PALM VALLEY ASSOCIATES, LTD.

FILES WITH
FLORIDA PUBLIC SERVICE COMMISSION

Stephen J. Sherwood
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEYSEWER TARIFFTable of Contents

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Technical Terms and Abbreviations	5.0
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Rules and Regulations	8.0 - 14.0
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Rate Schedules	16.0 - 17.0
Index of Standard Forms	18.0
Standard Forms	19.0 - 21.0
Index of Service Availability	22.0
Service Availability	23.0 - 24.0
Contracts and Agreements	There are no contracts at the date of original issue or (Submit Contracts)

Stephen J. Sherwood
General Partner

Name of Company CWS COMMUNITIES LP d/b/a PALM VALLEY

Wastewater Tariff

Territory Served

Certificate Number - 223-S

County - Seminole

Commission Order(s) Approving Territory Served -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
7518	11/22/76	750660-WS	Original
9626	11/05/80	790519-WS	Amendment
12714	11/30/83	830530-WS	Amendment
14480	06/18/85	850040-WS	Amendment
16360	07/16/86	860583-WS	Transfer
19149	04/15/88	880230-WS	Name Change
19149-A	09/14/88 .	880230-WS	Name Change
23094	06/20/90	900166-WS	Amendment
		991984-WS	Transfer

Stephen J. Sherwood
Issuing Officer

General Partner
Title

Name of Company CWS COMMUNITIES LP d/b/a PALM VALLEY

Wastewater Tariff

Description of Territory Served

Order No. 7518

In Township 21 South, Range 31 East, Seminole County -

Section 34 and 35

Portions of said Sections 34 and 35 known as Palm Valley Mobile Home Park and more particularly described, as follows:

Lots 7 and 15 according to the plat thereof as recorded in Plat Book 11, Page 43, of the Public Records of Seminole County, Florida.

Order No. 9626

Township 21 South, Range 31 East

Section 24

Begin at the East 1/4 corner of said Section 34, thence North 00 degrees 18 minutes 03 seconds East, a distance of 1333.33 feet; thence North 89 degrees 23 minutes 00 seconds West, a distance of 257.38 feet; thence South 00 degrees 18 minutes 03 seconds West, a distance of 228.21 feet, thence South 88 degrees 35 minutes 41 seconds West, a distance of 541.44 feet; thence South 00 degrees 18 minutes 03 seconds West, a distance of 720.49 feet to an iron pipe on the South right-of-way of Park Road; said point being on a curve with a radius of 2625.65 feet; thence continue Easterly along said South right-of-way a distance of 334.71 feet to a concrete monument, said point being the point of curve of said curve; thence South 89 degrees 13 minutes 35 seconds East, a distance of 225.0 feet more or less to the Northeast corner of Lot 7 as recorded in Plat Book 11, page 43 of the Public Records of Seminole County, Florida, thence South 00 degrees 02 minutes, 08 seconds West, a distance of 1485.0 feet more or less; thence South 00 degrees 02 minutes 08 seconds West, a distance of 560.00 feet; thence South 89 degrees 37 minutes 00 seconds East a distance of 235 feet more or less to a point on the East boundary of said Section 34; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1100 feet to the POINT OF BEGINNING.

Stephen J. Sherwood
Issuing Officer

General Partner
Title

Name of Company CWS COMMUNITIES LP d/b/a PALM VALLEY

Wastewater Tariff

Description of Territory Served

Order No. 9626 Continued

Township 21 South, Range 31 East

Section 24

ALSO

Beginning at a point on the East right-of-way line of Alafaya Trail 279.01 feet South of the South right-of-way line of Park Road running thence South 89 degrees 27 minutes 05 seconds East 613.86 feet to a point; thence North 00 degrees 03 minutes 18 seconds North 300.31 feet to a point on the South right-of-way line of Park Road; thence along the South right-of-way line of Park Road, following the arc of 1156.78 feet radius curve 315.38 feet to a point; thence continuing along said South right-of-way line of Park Road North 63 degrees 49 minutes 52 seconds East, a distance of 1152.76 feet to a point; thence South 00 degrees 02 minutes 08 seconds West, a distance of 1670 feet more or less to a point; thence North 89 degrees 37 minutes 00 seconds West, a distance of 670 feet to a point; thence North 00 degrees 02 minutes, 05 seconds East, a distance of 381.05 feet to a point; thence North 89 degrees, 27 minutes, 05 seconds West a distance of 1275.70 feet to the Westerly right-of-way line of Alafaya Trail; thence North along said right-of-way line North 00 degrees 03 minutes 18 seconds West, 350.02 feet to the POINT OF BEGINNING.

ALSO

Begin at the Southwest corner of Lot 19, Oriando Industrial Park, run West 00 degrees 02 minutes 08 seconds East, 921 feet; thence North 89 degrees 57 minutes 05 seconds East 105 feet; thence North 00 degrees 02 minutes 08 seconds East, 25 feet; thence North 63 degrees 04 minutes 52 seconds East, 807.00 feet; thence South 60 degrees 02 minutes 08 seconds West, 889.52 feet to the Northerly right-of-way of Park Road; thence South 63 degrees 49 minutes 53 seconds West along said right-of-way 935.93 feet to the POINT OF BEGINNING. Said parcel known as Fox Run Subdivision.

Stephen J. Sherwood
Issuing Officer

General Partner
Title

Name of Company CWS COMMUNITIES LP d/b/a PALM VALLEY

Wastewater Tariff

Description of Territory Served

Order No. 9626 Continued

Section 35

Begin at the West 1/4 corner of said Section 35; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1333.33 feet; thence South 89 degrees 34 minutes 49 seconds East, a distance of 332.63 feet; thence South 00 degrees 14 minutes 18 seconds West 1333.71 feet; thence South 00 degrees 30 minutes 22 seconds East 1067.76 feet; thence North 89 degrees 37 minutes 00 seconds West 340 feet more or less to a point on the West boundary line of said Section 35; thence North 00 degrees 18 minutes 03 seconds East, a distance of 1100 feet more or less to the POINT OF BEGINNING.

Order No. 12714

Township 21 South, Range 31 East

SECTION 34

From the South 1/4 corner of said Section 34, run South 89 degrees 37 minutes 00 seconds East a distance of 740 feet along the South line of said Section; thence North 00 degrees 02 minutes 08 seconds East a distance of 2040 feet more or less, along the East R-O-W line of Seminole Avenue to a point at the intersection of said East line with the South R-O-W line of Jessup Street for a Point of Beginning. From said Point of Beginning thence run South 89 degrees 37 minutes 00 seconds East a distance of 800 feet along said South R-O-W line of Jessup Street, thence South 00 degrees 02 minutes 08 seconds West a distance of 500 feet parallel with said Seminole Avenue, thence North 29 degrees 37 minutes 00 seconds West a distance of 800 feet to said Seminole Avenue, thence North 00 degrees 02 minutes 08 seconds East a distance of 500 feet to the Point of Beginning.

Order No. 16360 Involved a Transfer

Order No. 19149 and 19149-A Involved a Name Change

Stephen J. Sherwood
Issuing Officer

General Partner
Title

Name of Company CWS COMMUNITIES LP d/b/a PALM VALLEY

Wastewater Tariff

Description of Territory Served

Order No. 23094

Township 21 South, Range 31 East

In Sections 34 and 35

Parcels 5 & 6: This description is in Order No. 14480, except that is in a different format.

From the Northeast Corner of Section 34, run South along the East line of Section 34 3,250 feet. Thence run West 1,100 feet to the point of beginning. Thence South 00° 30' 26" East 218.31 feet. Thence South 01° 42' 27" East 180.76 feet. Thence South 01° 42' 27" East 300.87 feet. Thence North 89° 36' 50" West 129.82 feet. Thence South 74° 26' 00" West 364.01 feet. Thence North 89° 40' 34" West 68.30 feet. Thence North 89° 40' 34" West 691.70 feet. Thence North 00° 00' 38" West 387.73 feet. Thence South 89° 34' 08" East 224.94 feet. Thence North 00° 54' 35" East 18.92 feet. Thence South 89° 44' 01" East 287.87 feet. Thence North 01° 21' 41" West 208.21 feet. Thence North 89° 40' 28" West 508.25 feet. Thence North 00° 02' 34" West 185.42 feet. Thence South 89° 38' 18" East 800.12 feet. Thence South 89° 37' 25" East 424.39 feet to the point of beginning.

Parcel A-2: The South 1/2 of the East 3/4 of the Southwest 1/4 of the Northwest 1/4, less the South 453.34 feet of the East 1/2 of the West 1/2 of said Southwest 1/4 of the Northwest 1/4, all in Section 35.

Stephen J. Sherwood
Issuing Officer

General Partner
Title

Original Sheet No. 4.0

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

SEWER TARIFF

MISCELLANEOUS

Stephen J. Sherwood
General Partner

SEWER TARIFF

TECHNICAL TERM AND ABBREVIATIONS

- 1.0 “COMPANY” -CWS COMMUNITIES LP d/b/a PALM VALLEY
- 2.0 “CONSUMER”-Any person, firm, association, corporation, governmental agency or similar organization supplied with sewer service by the Company.
- 3.0 “SERVICE”-Service, as mentioned in this Tariff and in agreement with customers, shall be construed to include, in addition to all sewer service required by the customer the readiness and ability on the part of the Company to furnish sewer service to the customer, service shall conform to the standards set forth in Section 367,111 of the Florida Statutes.
- 4.0 “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 an installation for disposing sewage located on the Customer’s side of “Point of Collection” whether such installation is owned by Customer, or used by Consumer under lease or otherwise.
- 5.0 “POINT OF COLLECTION”- The point where the Company’s pipes or meters are connected with pipes of the Consumer.
- 6.0 “MAIN”- Shall refer to a pipe, conduit, or other facility installed to convey sewer service from individual service lines or other mains.
- 7.0 “SERVICE LINES”- The pipes of the Company which are connected from the mains to point of collection.
- 8.0 “RATE SCHEDULE”- Refers to rates or charges for the particular classification of service.
- 9.0 “COMMISSION”- Refers to Florida Public Service Commission.
- 10.0 “CERTIFICATE”- Means the Sewer Certificate issued to the Company by the Commission.
- 11.0 “CUSTOMER”- Means the person, firm or corporation who has entered into an agreement to receive sewer service from the company and who is liable for the payment of that sewer service.

Steven J. Sherwood
General Partner

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6.0	EXTENSIONS	9.0
7.0	LIMITATION OF USE.	9.0
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19.0	EVIDENCE OF CONSUMPTION.	12.0
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(CONTINUED TO SHEET No. 7.0)

Steven J. Sherwood
General Partner

(CONTINUED FROM SHEET No. 6.0)

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24.0	CUSTOMER DEPOSIT	13.0
25.0	FILING OF CONTRACTS.	14.0

Steven J. Sherwood
General Partner

RULES AND REGULATIONS

1.0 POLICY DISPUTE - ANY DISPUTE BETWEEN THE COMPANY AND THE CUSTOMER OR PROSPECTIVE CUSTOMER REGARDING THE MEANING OR APPLICATION OF ANY PROVISION OF THIS TARIFF SHALL UPON WRITTEN REQUEST BY EITHER PARTY, BE RESOLVED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

2.0 GENERAL INFORMATION - THE COMPANY'S RULES AND REGULATIONS, INSOFAR AS THEY ARE INCONSISTENT WITH ANY STATUTE, LAW OR COMMISSION ORDER SHALL BE NULL AND VOID. THESE RULES AND REGULATIONS ARE A PART OF THE RATE SCHEDULES, APPLICATIONS & CONTRACTS OF THE COMPANY, AND IN THE ABSENCE OF SPECIFIC WRITTEN AGREEMENT TO THE CONTRARY, THEY APPLY WITHOUT MODIFICATIONS OR CHANGE TO EACH AND EVERY CUSTOMER TO WHOM THE COMPANY RENDERS SEWAGE SERVICE.

IN THE EVENT THAT A PORTION OF THESE RULES AND REGULATIONS IS DECLARED UNCONSTITUTIONAL OR VOID FOR ANY REASON BY ANY COURT OF COMPETENT JURISDICTION, SUCH DECISION SHALL IN NO WAY AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE RULES AND REGULATIONS FOR SEWAGE SERVICE UNLESS SUCH COURT ORDER OR DECISION SHALL SO DIRECT.

THE COMPANY SHALL PROVIDE SERVICE TO ALL CUSTOMERS REQUIRING SUCH SERVICE WITHIN THE TERRITORY DESCRIBED IN ITS CERTIFICATE UPON SUCH TERMS AS ARE SET FORTH IN THIS TARIFF.

3.0 SIGNED APPLICATION NECESSARY - SEWAGE SERVICE IS FURNISHED ONLY UPON SIGNED APPLICATION OR AGREEMENT ACCEPTED BY THE COMPANY AND THE CONDITIONS OF SUCH APPLICATION OR AGREEMENT ARE BINDING UPON THE CUSTOMER AS WELL AS UPON THE COMPANY. A COPY OF THE APPLICATION OR AGREEMENT FOR SEWER SERVICE ACCEPTED BY THE COMPANY WILL BE FURNISHED TO THE APPLICANT ON REQUEST.

THE APPLICANT SHALL FURNISH TO THE COMPANY THE CORRECT NAME, STREET ADDRESS OR LOT AND BLOCK NUMBER, AT WHICH SEWER SERVICE IS TO BE RENDERED.

4.0 APPLICATIONS BY AGENTS - APPLICATIONS FOR SEWER SERVICE REQUESTED BY FIRMS PARTNERSHIPS, ASSOCIATIONS, CORPORATIONS, AND OTHERS, SHALL BE TENDERED ONLY BY DULY AUTHORIZED PARTIES. WHEN SEWER SERVICE IS RENDERED UNDER AGREEMENT OR AGREEMENTS ENTERED INTO BETWEEN THE COMPANY AND AN AGENT OF THE PRINCIPAL THE USE OF SUCH SEWER SERVICE BY THE PRINCIPAL OR AGENT SHALL CONSTITUTE FULL AND COMPLETE RATIFICATION BY THE PRINCIPAL OF THE AGREEMENT OR AGREEMENTS ENTERED INTO BETWEEN AGENT AND THE COMPANY AND UNDER WHICH SUCH SEWER SERVICE IS RENDERED.

Steven J. Sherwood

General Partner

- 5.0 WITHHOLDING SERVICE - THE COMPANY MAY WITHHOLD OR DISCONTINUE SEWER SERVICE RENDERED UNDER APPLICATION MADE BY ANY MEMBER OR AGENT OF A HOUSEHOLD, ORGANIZATION OR BUSINESS UNLESS ALL PRIOR INDEBTEDNESS TO THE COMPANY OF SUCH HOUSEHOLD, ORGANIZATION OR BUSINESS FOR SEWER SERVICE HAS BEEN SETTLED IN FULL. SERVICE MAY ALSO BE DISCONTINUED FOR ANY VIOLATION BY THE CUSTOMER OR CONSUMER OF ANY RULE OR REGULATION SET FORTH IN THIS TARIFF.
- 6.0 EXTENSIONS - EXTENSIONS WILL BE MADE TO THE COMPANY'S FACILITIES IN COMPLIANCE WITH THE RULES/ORDERS/TARIFF BY THE COMMISSION.
- 7.0 LIMITATION OF USE - SEWER SERVICE PURCHASED FROM THE COMPANY SHALL BE USED BY THE CONSUMER ONLY FOR THE PURPOSES SPECIFIED IN THE APPLICATION FOR SEWER SERVICE. SEWER SERVICE FURNISHED TO THE CONSUMER SHALL BE FOR THE CONSUMER'S OWN USE AND SEWAGE SHALL BE RECEIVED DIRECTLY FROM THE CONSUMER INTO THE COMPANY'S MAIN SEWER LINES. IN NO CASE SHALL A CONSUMER, 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 SEWER SERVICE FOR ADJACENT PROPERTY, EVEN THOUGH SUCH ADJACENT PROPERTY BE OWNED BY HIM. IN CASE OF SUCH UNAUTHORIZED EXTENSION, SALE OR DISPOSITION OF SERVICE, CONSUMER'S SEWER SERVICE IS SUBJECT TO DISCONTINUANCE UNTIL SUCH UNAUTHORIZED EXTENSION, SALE OR DISPOSITION IS DISCONTINUED AND FULL PAYMENT IS MADE OF BILLS FOR SEWER SERVICE, CALCULATED ON PROPER CLASSIFICATIONS AND RATE SCHEDULES AND REINFORCEMENT IN FULL MADE TO THE COMPANY FOR ALL EXTRA EXPENSES INCURRED FOR CLERICAL WORK, TESTING, AND INSPECTIONS.
- 8.0 CONTINUITY OF SERVICE - THE COMPANY WILL AT ALL TIMES USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS SEWER SERVICE, AND HAVING USED REASONABLE DILIGENCE, SHALL NOT BE LIABLE TO THE CUSTOMER FOR FAILURE OR INTERRUPTION OF CONTINUOUS SEWER SERVICE. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, LABOR TROUBLES, ACCIDENT, LITIGATIONS, BREAKDOWNS, SHUTDOWNS FOR EMERGENCY REPAIRS, OR ADJUSTMENTS, ACTS OF SABOTAGE, ENEMIES OF THE UNITED STATES, WARS, UNITED STATES, STATE, MUNICIPAL OR OTHER GOVERNMENTAL INTERFERENCE ACTS OF GOD OR OTHER CAUSES BEYOND ITS CONTROL. IF AT ANY TIME THE COMPANY SHALL INTERRUPT OR DISCONTINUE ITS SERVICE FOR ANY PERIOD GREATER THAN ONE HOUR, ALL CUSTOMERS AFFECTED BY SAID INTERRUPTION OR DISCONTINUANCE SHALL BE GIVEN NOT LESS THAN 24 HOURS NOTICE.

9.0 PIPE AND MAINTENANCE - THE CUSTOMER'S PIPES, APPARTUS AND EQUIPMENT SHALL BE SELECTED, INSTALLED, USED AND MAINTAINED IN ACCORDANCE WITH THE STANDARD PRACTICE, CONFORMING WITH THE RULES AND REGULATIONS OF THE COMPANY, AND IN FULL COMPLIANCE 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 SEWER SERVICE; AND THE COMPANY RESERVES THE RIGHT TO DISCONTINUE OR WITHHOLD SEWER SERVICE TO SUCH APPARTUS OR DEVICE.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - NO CHANGES OR INCREASES IN CUSTOMER'S INSTALLATION, WHICH WILL MATERIALLY AFFECT THE PROPER OPERATION OF THE PIPES, MANS, OR STATIONS OF THE COMPANY SHALL BE MADE WITHOUT WRITTEN CONSENT OF THE COMPANY. THE CUSTOMER WILL BE LIABLE FOR ANY CHANGE RESULTING FROM A VIOLATION OF THIS RULE.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - ALL CUSTOMER'S SEWER SERVICE INSTALLATIONS OR CHANGES SHALL BE INSPECTED UPON COMPLETION BY COMPETENT AUTHORITY TO INSURE THAT CUSTOMER'S PIPING, EQUIPMENT, AND DEVICES HAVE BEEN INSTALLED IN ACCORDANCE WITH ACCEPTED STANDARD PRACTICE AND SUCH LOCAL GOVERNMENTAL OR OTHER RULES AS MAY BE IN EFFECT. WHERE MUNICIPAL OR OTHER GOVERNMENTAL INSPECTION IS REQUIRED BY LOCAL RULES OR ORDINANCES, THE COMPANY CANNOT RENDER SEWER SERVICE UNTIL SUCH INSPECTION HAS BEEN MADE AND A FORMAL NOTICE OF APPROVAL FROM THE INSPECTING AUTHORITY HAS BEEN RECEIVED BY THE COMPANY.

THE COMPANY RESERVES THE RIGHT TO INSPECT CUSTOMER'S INSTALLATION PRIOR TO RENDERING SEWER SERVICE AND FROM TIME TO TIME THEREAFTER, BUT ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY PORTION THEREOF.

12.0 PROTECTION OF COMPANY'S PROPERTY - THE CUSTOMER SHALL EXERCISE REASONABLE DILIGENCE TO PROTECT THE COMPANY'S PROPERTY ON THE CUSTOMER'S PREMISES, AND SHALL KNOWINGLY PERMIT NO ONE BUT THE COMPANY'S AGENTS, OR PERSONS AUTHORIZED BY LAW, TO HAVE ACCESS TO THE COMPANY'S PIPES AND APPARTUS.

IN THE EVENT OF ANY LOSS, OR DAMAGE TO PROPERTY OF THE COMPANY CAUSED BY OR ARISING OUT OF CARELESSNESS, NEGLIGENCE OR MISUSE BY THE CUSTOMER, THE COST OF MAKING GOOD SUCH LOSS OR REPAIRING SUCH DAMAGE SHALL BE PAID BY THE CUSTOMER.

SEWER TARIFF

13.0 ACCESS TO PREMISES - THE DULY AUTHORIZED AGENTS OF THE COMPANY SHALL HAVE ACCESS AT ALL REASONABLE HOURS TO THE PREMISES OF THE CUSTOMER FOR THE PURPOSE OF INSTALLING, MAINTAINING AND INSPECTING OR REMOVING COMPANY'S PROPERTY, AND OTHER PURPOSES INCIDENT TO PERFORMANCE UNDER OR TERMINATION OF THE COMPANY'S AGREEMENT WITH THE CUSTOMER AND IN SUCH PERFORMANCE SHALL NOT BE LIABLE FOR TREASPASS.

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 SEWER SERVICE.

15.0 BILLING PERIODS - BILLS FOR SEWER SERVICE WILL BE RENDERED (MONTHLY, BIMONTHLY, QUARTERLY). BILLS ARE DUE WHEN RENDERED AND SHALL BE CONSIDERED AS RECEIVED BY CUSTOMER WHEN DELIVERED OR MAILED TO SEWER SERVICE ADDRESS OR SOME OTHER PLACE MUTUALLY AGREED UPON.

NONRECEIPT OF BILLS BY CUSTOMER SHALL NOT RELEASE OR DIMINISH OBLIGATION OF CUSTOMER WITH RESPECT TO PAYMENT THEREOF.

16.0 DELINQUENT BILLS - BILLS ARE DUE WHEN RENDERED, AND IF NOT PAID WITHIN FIFTEEN (15) DAYS THEREAFTER BECOME DELINQUENT, AND SEWER SERVICE MAY THEN, AFTER FIVE (5) DAYS WRITTEN NOTICE, BE DISCONTINUED. SERVICE WILL BE RESUMED ONLY UPON PAYMENT OF ALL PAST-DUE BILLS AND PENALTIES, TOGETHER WITH A RECONNECT CHARGE ESTABLISHED ON THE BASIS OF THE EXPENSES INCURRED IN THE DISCONNECTION AND RESTORATION OF SERVICE WHICH SHALL BE NON-DISCRIMINATORY IN ITS APPLICATION. THERE SHALL BE NO LIABILITY OF ANY KIND AGAINST THE COMPANY BY REASON OF DISCONTINUANCE OF SEWER SERVICE TO THE CONSUMER FOR FAILURE OF THE CONSUMER TO PAY THE BILLS ON TIME.

NO PARTIAL PAYMENT OF ANY BILL RENDERED WILL BE ACCEPTED BY THE COMPANY, EXCEPT BY AGREEMENT WITH COMPANY, OR BY ORDER OF THE COMMISSION.

17.0 PAYMENT OF SEWER AND WATER SERVICE BILLS CONCURRENTLY - WHEN BOTH SEWER AND WATER SERVICE ARE PROVIDED BY THE COMPANY PAYMENT OF ANY SEWER SERVICE BILL RENDERED BY THE COMPANY TO A SEWER SERVICE CONSUMER SHALL NOT BE ACCEPTED BY THE COMPANY WITHOUT THE SIMULTANEOUS OR CONCURRENT PAYMENT OF ANY WATER SERVICE BILL RENDERED BY THE COMPANY. IF THE CHARGES FOR SEWER SERVICE ARE NOT SO PAID, THE COMPANY MAY DISCONTINUE BOTH SEWER SERVICE AND WATER SERVICE TO THE CONSUMER'S PREMISES FOR NONPAYMENT OF THE SEWER SERVICE

(CONTINUED TO SHEET No. 12.0)

Steven J. Sherwood
General Partner

(CONTINUED FROM SHEET No. 11.0)

CHARGES OR IF THE CHARGES FOR WATER SERVICE ARE NOT PAID THE COMPANY MAY DISCONTINUE BOTH WATER SERVICE AND SEWER SERVICE TO THE CONSUMER'S PREMISES FOR NONPAYMENT OF THE WATER SERVICE CHARGE. THE COMPANY SHALL NOT RE-ESTABLISH OR RECONNECT SEWER SERVICE AND WATER SERVICE OR EITHER OF SUCH SERVICES UNTIL SUCH TIME AS ALL SEWER SERVICE CHARGES AND WATER SERVICE CHARGES AND ALL OTHER EXPENSES OR CHARGES ESTABLISHED OR PROVIDED FOR BY THESE RULES OR REGULATIONS.

18.0 TEMPORARY DISCONTINUANCE OF SERVICE - AT ANY TIME THAT SEWER SERVICE IS NOT BEING FURNISHED TO THE PREMISES, AS CONFIRMED BY THE COMPANY FURNISHED SAID SEWER SERVICE, UPON APPLICATION TO THE COMPANY BY THE CUSTOMER FOR A TEMPORARY SHUTOFF OF AT LEAST 60 DAYS DURATION, BILLING FOR SEWER SERVICE TO THE PREMISES WILL BE SUSPENDED FOR THE NUMBER OF WHOLE MONTHS THAT SEWER SERVICE IS DISCONTINUED TO THE PREMISES.

THE COMPANY MAY CHARGE A STAND-BY FEE OF UP TO 50% OF THE MINIMUM BILL FOR EACH BILLING PERIOD DURING WHICH PERIOD SERVICE IS DISCONTINUED.

19.0 EVIDENCE OF CONSUMPTION - THE INITIATION OR CONTINUATION OR RESUMPTION OF WATER SERVICE TO THE PREMISES SHALL CONSTITUTE THE INITIATION, CONTINUATION, OR RESUMPTION OF SANITARY SEWER SERVICE TO THE PREMISES, REGARDLESS OF OCCUPANCY.

20.0 TAX CLAUSE - RATES AND/OR CHARGES MAY BE INCREASED OR A SURCHARGE ADDED IN THE AMOUNT OF THE APPLICABLE PROPORTIONATE PART OF ANY TAXES AND ASSESSMENTS IMPOSED BY ANY GOVERNMENTAL AUTHORITY IN EXCESS OF THOSE IN EFFECT AFTER THE APPROVAL OF THIS RULE WHICH ARE ASSESSED ON THE BASIS OF METERS OR CUSTOMERS OR THE PRICE OF OR REVENUES FROM SEWAGE SERVICE SOLD, NOT INCLUDING INCOME TAXES.

21.0 CHANGE OF OCCUPANCY - WHEN CHANGE OF OCCUPANCY TAKES PLACE ON ANY PREMISES SUPPLIED BY THE COMPANY WITH SEWER SERVICE, WRITTEN NOTICE THEREOF SHALL BE GIVEN AT THE OFFICE OF THE COMPANY NOT LESS THAN THREE (3) DAYS PRIOR TO THE DATE OF CHANGE BY THE OUTGOING CUSTOMER, WHO WILL BE HELD RESPONSIBLE FOR ALL SEWER SERVICE USED ON SUCH PREMISES UNTIL SUCH WRITTEN NOTICE IS SO RECEIVED AND THE COMPANY HAS HAD REASONABLE TIME TO DISCONTINUE SEWER SERVICE. HOWEVER, IF SUCH WRITTEN NOTICE HAS NOT BEEN RECEIVED, THE APPLICATION OF A SUCCEEDING CUSTOMER FOR SEWER SERVICE WILL

(CONTINUED TO SHEET No. 13.0)

Steven J. Sherwood

General Partner

SEWER TARIFF

(Continued from Sheet No. 12.0)

Automatically terminate the prior account, Customer's deposit may be transferred from one service location to another, if both locations are Supplied by the Company, Consumer's deposit may NOT be transferred from one name to another.

For the convenience of its Customers, the Company will accept telephone order to discontinue or transfer sewer service and will use all reasonable diligence in the execution thereof, However oral orders or advise shall not be deemed binding or be considered formal notification to the Company.

- 22.0 UNAUTHORIZED CONNECTIONS-SEWER- Connections to the Company's sewer system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and sewer service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for sewer service estimated by the Company to have been used by reason of such unauthorized connection.
- 23.0 ADJUSTMENT OF BILLS- When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, or if sewer service is measured by water consumption a meter error is determined, the amount may be credited or billed to the Consumer, as the case may be.
- 24.0 CUSTOMER DEPOSIT- Before rendering service, the Company will require a deposit or guarantee satisfactory to the Company to secure the payment of bills, and the company shall give the customers a non-negotiable and non-transferable deposit receipt, the amount of such deposit shall be \$ 15.00 or an amount necessary to cover minimum charges for service for three (3) billing periods, whichever is greater.

The company will pay interest on customers deposit at the rate of 6% per annum. The payment of interest will be made once each year as a credit on regular bills, and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6) months continuous service, then

Steven J. Sherwood
General Partner

NAME OF COMPANY: CWS COMMUNITIES LP d/b/a PALM VALLEY

ORIGINAL SHEET NO. 14.0

SEWER TARIFF

(Continued from Sheet No. 13.0)

Interest will be paid from the date of the commencement of service.

The Company will pay or credit accrued interest to the customers account during the month of January each year.

Upon final settlement of customer's account, any unused balance of the deposit will be refunded. Refund is contingent upon surrender to the company of the applicable deposit receipt or, when the receipt cannot be produced upon adequate identification.

25.0 The company shall file copies of all contracts for service availability with the Commission within thirty (30) days after execution.

Steven J. Sherwood
General Partner

NAME OF COMPANY: CWS COMMUNITIES LP d/b/a PALM VALLEY

ORIGINAL SHEET NO.15.0

SEWER TARIFF

INDEX OF RATE SCHEDULES

	<u>SHEET NO.</u>
GENERAL SERVICE, GS.....	16.0
RESIDENTIAL SERVICE , RS.....	17.0

Steven J. Sherwood
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the company.
- APPLICABILITY - For sewer 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 - \$0.56/M gallons of sewage treated (for mobile home park only)
- MINIMUM CHARGE - N/A
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - February 16, 1999
- TYPE OF FILING - 1998 Price Index

Steven Sherwood
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For sewer 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 - Meter Sizes
All meter sizes \$8.77 Flat Rate
- MINIMUM BILL - \$8.77
- TERMS OF PAYMENT - Bills are due and payable when rendered and became delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - February 16, 1999
- TYPE OF FILING - 1998 Price Index

Steven Sherwood
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY
SEWER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet Number</u>
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0
APPLICATION FOR SEWER SERVICE	20.0
COPY OF CUSTOMER'S BILL	21.0

Stephen J. Sherwood

General Partner

NAME OF COMPANY: CWS COMMUNITIES LP d/b/a PALM VALLEY

ORIGINAL SHEET NO.19.0

SEWER TARIFF

CONSUMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE AT THIS TIME

Steven J. Sherwood
General Partner

NAME OF COMPANY: CWS COMMUNITIES LP d/b/a PALM VALLEY

ORIGINAL SHEET NO.20.0

SEWER TARIFF

APPLICATION FOR SEWER SERVICE

NOT APPLICABLE AT THIS TIME

Steven J. Sherwood
General Partner

SEWER TARIFF

CWS COMMUNITIES LP d/b/a

PALM VALLEY
3700 Palm Valley Circle
Oviedo, FL 32765

ORIGINAL SHEET NO. 21.0

(407) 365-6651

SAMPLE

Account Lot #: 1

**IF YOU ARE PAYING CASH, PLEASE BRING IN EXACT AMOUNT, WE DON'T
CARRY CASH ON THE PREMISES.****BILLING PERIOD: 5/19/00 - 6/19/00****WATER Flat Rate Sewer Charge (Residential) \$8.77****Present Reading: 310600**
Previous Reading: 304950**WATER Gallons Used: 5,650****Res. Service: 1st 2,000 gallons Minimum Flat Rate**
2,000 gals. \$2.69**Gen. Service: All gallons over 2,000 gals. \$1.97**
@ \$.54 per thousand gals.
Gals.: 3,650**Total Gals. Used: 5,650****4% Water Tax: \$0.19****TOTAL DUE: \$13.62****Payment Due 20 Days From The Date of This Statement. Past Due 10-Jul-00****Payable to: PALM VALLEY****Thank You.**

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY
SEWER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Service Availability Policy	23.0
Schedule of Fees and Charges	24.0

Stephen J. Sherwood
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

SEWER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides water and sewer service to a mobile home park and an adjacent subdivision. The mobile home park is master-metered, and is the only general service customer.

(D)

A developer agreement made with the former owner of the utility (Alafaya Palm Valley Associates, Ltd.) at the time of transfer states that if plant expansion is necessary to permit development of land still owned by Alafaya Palm Valley Associates, Ltd, then Alafaya Palm Valley Associates, Ltd. will provide funds for such expansion.

Stephen J. Sherwood
General Partner

NAME OF COMPANY CWS COMMUNITIES LP d/b/a PALM VALLEY

SCHEDULE OF FEES AND CHARGES

SEWER

AVAILABILITY

Available throughout the area served by the company to residential service customers.

APPLICABILITY

To all residential service customers for initial connections to the system made after the effective date of this tariff sheet.

CHARGES

\$ 1,835 per ERC. One (1) ERC = 170 gpd

LIMITATIONS

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

(D)
(N)

(N)

Stephen J. Sherwood
General Partner

STATE OF FLORIDA

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
E. LEON JACOBS, JR.
LILA A. JABER



DIVISION OF REGULATORY OVERSIGHT
DANIEL M. HOPPE, DIRECTOR
(850) 413-6480

Public Service Commission

June 6, 2000

Ms Sandra Seyffart
c/o CWS Communities LP d/b/a Palm Valley
3700 Palm Valley Circle
Oviedo, Florida 32765

Re: Docket No. 991984-WS, Application for Transfer of Certificate No. 277-W & 223-S in Seminole County from Alafaya Palm Valley Assoc., Ltd. to CWS Communities LP D/B/A Palm Valley

Ms. Seyffart:

This letter responds to your request for a full set of approved Alafaya Palm Valley Associates, Ltd., tariff sheets. I have also, enclosed the instructions for filing revisions to both water and wastewater tariffs. In a transfer application, the tariffs must be filed to reflect the new ownership and issuing officer. Pursuant to Rule 25-30.037(2)(s), Florida Administrative Code, the original and two copies of the sample tariff sheets reflecting the change in ownership should be submitted to the Florida Public Service Commission.

Please file an original and five copies (which includes three additional copies) of the requested information as soon as possible with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, FL 32399. If you have any questions please call Ms. Cheryl Johnson at (850) 413-6984, Mr. Tyler Van Leuven at (850) 413-6185 or Mr. Richard Redemann at (850) 413-6999.

Sincerely,

A handwritten signature in cursive script that reads "Patti Daniel".

Patti Daniel, Chief
Bureau of Certification

PD:cj(I:\WAW\991984-WS)

cc: Division of Legal Services (Van Leuven)
Division of Water and Wastewater (Hoppe, Johnson, Redemann, Lowe)
Division of Records and Reporting (Bayo)

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-0850

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PSC Website: <http://www.floridapsc.com>

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