

ORIGINAL

**RUDEN
McCLOSKEY
SMITH
SCHUSTER &
RUSSELL, P.A.
ATTORNEYS AT LAW**

215 SOUTH MONROE STREET
SUITE 815
TALLAHASSEE, FLORIDA 32301

(850) 681-9027
FAX: (850) 224-2032
KGC@RUDEN.COM

October 27, 2000

RECEIVED-FPSC
00 OCT 27 PM 2:18
RECORDS AND
REPORTING

HAND DELIVERY

Blanca S. Bayo, Director
Division of Records & Reporting
Betty Easley Building, Room 110
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 991889-WS
Application for transfer of Certificate Nos. 525-W and 454-S in Highlands
County from Crystal Lake Club to CWS Communities LP d/b/a Crystal Lake
Club.

Dear Ms. Bayo:

Enclosed for filing in the above docket on behalf of CWS Communities LP d/b/a Crystal
Lake Club are an original and four (4) copies of a response to Patti Daniel's October 3, 2000,
deficiency letter. Please note that we are only furnishing an original and two (2) copies of the
tariff sheets.

Please acknowledge receipt of the foregoing by stamping the enclosed extra copy of this
letter and returning same to my attention.

Sincerely,

RUDEN, McCLOSKEY, SMITH,
SCHUSTER & RUSSELL, P.A.

Kathryn G.W. Cowdery
Kathryn G.W. Cowdery
Attorney

- APP _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECH *Prayer*
- LEG _____
- OPC _____
- PAI _____
- RGD *William*
- SEC _____
- SER KGWC/ldv
- OTH _____

RECEIVED & FILED
Mackand
FPSC-BUREAU OF RECORDS

cc: Patti Daniel (via hand delivery)
Stephanie Clapp (via hand delivery)

TAL:32431:1

DOCUMENT NUMBER - DATE
13827 OCT 27 00
FPSC-RECORDS/REPORTING

cc: letter

RUDEN
MCCLOSKY
SMITH
SCHUSTER &
RUSSELL, P.A.
ATTORNEYS AT LAW

215 SOUTH MONROE STREET
SUITE 815
TALLAHASSEE, FLORIDA 32301

(850) 681-9027
FAX: (850) 224-2032
KGC@RUDEN.COM

October 27, 2000

RECEIVED-PSC
OCT 27 PM 2:19
REC'D COMM. MND
REPORTING

Hand Delivery

Ms. Patti Daniel
Division of Regulatory Oversight
Florida Public Service Commission
Gunter Building, Room 245B
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 991889-WS
Application for transfer of Certificate Nos. 525-W and 454-S in Highlands
County from Crystal Lake Club to CWS Communities LP d/b/a Crystal Lake
Club.

Dear Ms. Daniel:

This letter responds to your October 3, 2000, deficiency letter with regard to the above docket. This response seeks to clarify and expand upon, where applicable, the information previously submitted to the PSC in the application filed on December 9, 1999, and in the previous deficiency letter response of February 23, 2000, and response filed July 7, 2000.

1. The contract.

The transfer of Certificate Nos. 525-W and 454-S from Crystal Lake Club to CWS Communities LP d/b/a Crystal Lake Club (also referred to as "Buyer") was part of a very large exchange whereby CWS Communities LP exchanged three large apartment complexes for six manufactured housing communities. As you are aware, two other transfer dockets resulted from this transaction, which were addressed in Docket No. 991984-WS (CWS Communities LP d/b/a Palm Valley) and Docket No. 001083-WU (CWS Communities LP serving Haselton Village). The Crystal Lake application was filed on December 9, 1999, and is currently scheduled to go to agenda on January 30, 2000. The Haselton Village transfer application is also scheduled to go to agenda on January 30, 2000. The Palm Valley transfer application was filed on December 21, 1999, and was approved on September 19, 2000. In all three cases, the transfer contract did not identify the utility property separately, but included it as part of the entire property exchange.

As to this docket, the March 6, 1998, Real Estate Exchange and Contribution Agreement (Crystal Lake) (hereinafter referred to as "Contract") is the document which transferred the utility assets from Crystal Lake Club to CWS Communities LP d/b/a Crystal Lake Club. Article

TAL:32371:1

I, Property; Contribution Value, provides for the sale of all Real Property described on Exhibit A attached thereto, which includes all improvements and easements. All utility property was transferred from Crystal Lake Club to CWS Communities LP d/b/a Crystal Lake Club under this provision.

There are no additional, auxiliary or supplemental agreements with regard to the utility facilities.

a) Purchase price of the utility and terms of payment.

The proposed value of the facilities is: water \$172,900, and sewer \$258,600. However, there was no separate purchase price for the utility assets in the exchange transaction because the assets were included in the transaction for the manufactured home community parks.

The "terms of payment" are identified in Article V of the Contract. Section 5.2 identifies the exchange nature of the transaction.

(b) A list of and the dollar amount of the assets purchased and liability assumed or not assumed, including those of nonregulated operations or entities.

The Contract, Article I, Section 1.2, identifies the contribution value for the Property as \$10,131,149. As set forth in Buyer's February 23, 2000, deficiency letter response, any outstanding fees, fines or refunds up to August 31, 2000, are the responsibility of the seller, and any such fees, fines, or refunds occurring after August 31, 2000, are the responsibility of CWS Communities LP. See also the statement from Buyer attached hereto as Attachment "A."

(c) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

See Attachment "A" hereto.

(d) Attachment "A" hereto addresses other information requested in the October 3, 2000, deficiency letter which is not specifically set forth in the Contract.

2. Additional Statement. See Attachment "A" hereto, paragraph 6.
3. An original and two copies of revised tariff sheets are filed herewith.
4. Notices of actual application.

Affidavits as required by Rule 25-30.030, F.A.C., are attached hereto as Attachment "B."

5. Transfer prior to Commission approval.

Letter to Ms. Patti Daniel
October 27, 2000
Page 3

See Attachment "A" hereto.

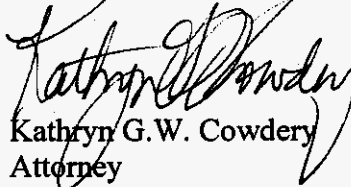
6. A copy of the recorded affidavit indicating real property dedicated to utility purposes is attached hereto as Attachment "C."

7. A copy of the utility's territory description on a 3.5 inch disk in WordPerfect 6.1 for Windows format is included herein.

Please let me know if you have any additional questions.

Sincerely,

RUDEN, McCLOSKEY, SMITH,
SCHUSTER & RUSSELL, P.A.



Kathryn G.W. Cowdery
Attorney

KGC/lv

cc: Gena Larison

ORIGINAL

Attachment A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Transfer)
of Certificate Nos. 525-W and)
454-S in Highlands County from)
Crystal Lake Club to CWS) Docket No. 991889-WS
Communities LP d/b/a Crystal)
Lake Club.)

A F F I D A V I T

STATE OF FLORIDA
COUNTY OF Orange

BEFORE ME personally appeared Joseph H. Sherwood, III,
who being duly sworn, deposes and says:

1. CWS Communities LP, d/b/a Crystal Lake Club, will fulfill the commitments, obligations and representations of Crystal Lake Club with regard to utility matters and as holder of Certificate Nos. 525-W and 454-S.

2. At the time of transfer there were no outstanding or pending customer deposits, guaranteed revenue contracts, developer agreements, or customer advances related to water or wastewater utility service.

3. All debt of the utility was assumed by CWS Communities LP, d/b/a Crystal Lake Club.

4. There were no leases relating to utility operations at the time of transfer to CWS Communities LP, d/b/a Crystal Lake Club.

5. This transfer was a real estate exchange and contribution agreement. Consideration did not include promised salaries, retainer fees, stock, stock options, or assumption of obligations.

6. Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters by continuing with the same management team that has operated the utility for the past 13 years. The utility provides safe and reliable water and wastewater service to its customers. In addition to more than 10 years of experience in operating water and wastewater utilities, CWS has the financial resources to

maintain the utility in compliance with environmental regulations.

7. As set forth in Buyer's February 23, 2000, deficiency letter response to the PSC, the Buyer was not aware that prior approval was required, due to the fact that the transaction was a tax free transfer, and not a sale. The same circumstances exist here as were the case in the transfer from Alafaya Palm Valley Associates to CWS Communities LP (Docket No. 991984). In both cases, the transfer of utilities were part of a large property exchange which involved other time-sensitive sale transactions. CWS was not aware of the statutory requirement of either obtaining prior Commission approval of the transfer or of conditioning the sale in the Contract upon commission approval.

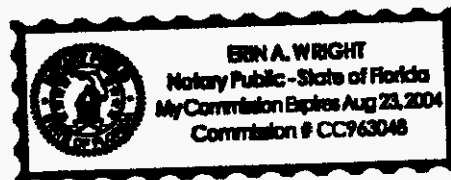
FURTHER AFFIANT SAYS NOT.

Joseph H. Sherwood III, Sr. V.P.
By: Joseph H. Sherwood III,
Title: CWS Senior Vice President
CWS Communities LP, d/b/a,
Crystal Lake Club

Sworn to and subscribed before me this 24 day of October 2000.

Personally known: X
Produced identification: _____
Type of identification produced: _____

Erin A. Wright
Notary Public
My Commission Expires: Aug. 23, 2004



ORIGINAL

Attachment B

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Transfer)
of Certificate Nos. 525-W and)
454-S in Highlands County from)
Crystal Lake Club to CWS) Docket No. 991889-WS
Communities LP d/b/a Crystal)
Lake Club.)

A F F I D A V I T

STATE OF: FLORIDA
COUNTY OF: HIGHLANDS

BEFORE ME personally appeared Patricia Towle, who being
duly sworn, deposes and says:

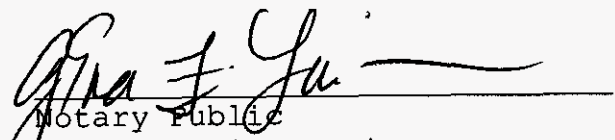
- 4. That the Affiant has personal knowledge of the matters set forth herein;
- 5. That on February 29, 2000, I hand delivered a copy of the Notice attached hereto to each customer of record within the service area of Crystal Lake Club.

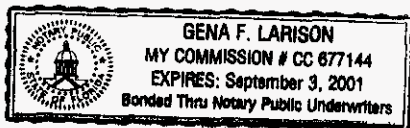
FURTHER AFFIANT SAYS NOT.


Name: Patricia Towle
Title:

Sworn to and subscribed before me this 24 day of October, 2000.

Personally known:
Produced identification: _____
Type of identification produced: _____


Notary Public
My Commission Expires:





Legal Notice
(Section 367.071, Florida Statutes)

Notice is hereby given on February 29, 2000, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate no. 525-W and Wastewater Certificate no. 454-S held by Crystal Lake Club from Crystal Lake Community Limited Partnership, Diamond Valley Associates, LTD and Friendly Village Lancaster to CWS Communities LP, DBA Crystal Lake Club, providing service to the following territory in Highland's county, Florida; Crystal Lake Club, Section 2, Township 34S, Range 28E.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

CWS Communities LP, DBA Crystal Lake Club
533 E. Crystal Lake Dr.
Avon Park, FL 33825

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Transfer)
of Certificate Nos. 525-W and)
454-S in Highlands County from)
Crystal Lake Club to CWS) Docket No. 991889-WS
Communities LP d/b/a Crystal)
Lake Club.)

A F F I D A V I T

STATE OF: FLORIDA
COUNTY OF: HIGHLANDS

BEFORE ME personally appeared Gena F. Larison, who being duly sworn, deposes and says:

1. On February 29, 2000, under my direction, supervision and control, a Notice of Application was sent by U.S. Mail to each of the utilities and governmental authorities identified on the service list provided to me by the Commission Staff for this purpose; and

2. A copy of the Notice is appended hereto as Attachment 1.

3. A copy of the service list referred to in paragraph 1 hereinabove is appended hereto as Attachment 2.

FURTHER AFFIANT SAYS NOT.



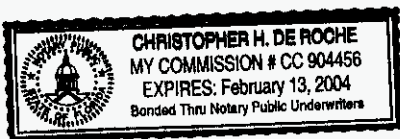
Gena F. Larison
Community Director

Sworn to and subscribed before me this 23rd day of October, 2000.

Personally known: _____

Produced identification: xx

Type of identification produced: Florida Drivers License





Notary Public
My Commission Expires: February 13, 2004



Legal Notice
(Section 367.071, Florida Statutes)

Notice is hereby given on February 29, 2000, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate no. 525-W and Wastewater Certificate no. 454-S held by Crystal Lake Club from Crystal Lake Community Limited Partnership, Diamond Valley Associates, LTD and Friendly Village Lancaster to CWS Communities LP, DBA Crystal Lake Club, providing service to the following territory in Highland's county, Florida; Crystal Lake Club, Section 2, Township 34S, Range 28E.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

CWS Communities LP, DBA Crystal Lake Club
533 E. Crystal Lake Dr.
Avon Park, FL 33825

— Attachment 1 —

LIST OF WATER AND WASTEWATER UTILITIES IN HIGHLANDS COUNTY

(VALID FOR 60 DAYS)
01/18/2000-03/17/2000

UTILITY NAME

MANAGER

HIGHLANDS COUNTY

BUTTONWOOD BAY UTILITIES, INC. (WS387) % ROSE, SUNDSTROM & BENTLEY, LLP 2548 BLAIRSTONE PINES DRIVE TALLAHASSEE, FL 32301-5915	MARTIN S. FRIEDMAN (850) 877-6555
C & H UTILITIES, INC. (SU526) P. O. BOX 1088 SEBRING, FL 33871-1088	WENDELL L. FAIRCLOTH (941) 471-1400
C & H UTILITIES, INC. (WU649) 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
CREOLA, 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. (WS551) 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) 598-4152
HARDER HALL - HOWARD, INC. (SU644) 122 EAST LAKE DRIVE BLVD. SEBRING, FL 33872-5018	PAUL E. HOWARD (941) 382-8725

LIST OF WATER AND WASTEWATER UTILITIES IN HIGHLANDS COUNTY

(VALID FOR 60 DAYS)
01/18/2000-03/17/2000

UTILITY NAME

MANAGER

HIGHLANDS COUNTY (continued)

HEARTLAND UTILITIES, INC. (WU566)
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 (SU299)
720 U.S. HIGHWAY 27 SOUTH
LAKE PLACID, FL 33852-9515

DIXON PUGH
(941) 465-1296

HOLMES UTILITIES, INC. (WU760)
760 HENSCRATCH ROAD
LAKE PLACID, FL 33852-8397

DANIEL HOLMES
(941) 465-6044 OR -6911

LAKE JOSEPHINE WATER (WU349)
760 HENSCRATCH 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. (SU686)
62 LAKE HENRY DRIVE
LAKE PLACID, FL 33852-6000

DAVID S. PLANK
(941) 382-3030

PLACID LAKES UTILITIES, INC. (WU193)
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)
01/18/2000-03/17/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

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

CLERK, BOARD OF COUNTY COMMISSIONERS, HIGHLANDS COUNTY
590 SOUTH COMMERCE AVENUE
SEBRING, FL 33870-3867

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)
01/18/2000-03/17/2000

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 32399-0850

ORIGINAL

Attachment C

6.00
1.00
1.00

FILE # 1078052 RCD: Oct 25 2000 @ 10:55AM
L. E. "LUKE" BROOKER, Clerk, Highlands County

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared Joseph H. Sherwood, III.
and says as follows:

That CWS Communities LP, d/b/a Crystal Lake Club, owns and operates a water and a wastewater utility, Certificate Nos. 525-W and 454-S as regulated by the Florida Public Service Commission, and that the physical utility facilities are located on certain real property dedicated to those utilities, which property is located within the boundaries of the property described in the legal description in that Special Warranty Deed, recorded on August 30, 1999, in the Official Records of Highlands County, Book 1468, Page 38.

Joseph H. Sherwood, III. S.V.P.
Name Joseph H. Sherwood, III.

CWS Senior Vice President
Title: Senior Vice President
CWS Communities LP d/b/a Crystal Lake Club

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Joseph H. Sherwood, III., who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of October, 2000.

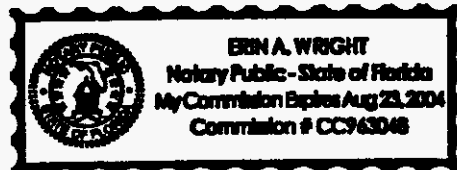


CERTIFIED
TO BE A TRUE COPY
BY L. E. "LUKE" BROOKER, CLERK
BY [Signature] D.C.

Erin A. Wright
Notary Public

Erin A. Wright
Name (Typed, printed or stamped)

My Commission Expires: Aug. 23, 2004



Return to
Erin Wright
Suite 815
215 S. Monroe St
Gainesville, FL 32601

ORIGINAL

WATER TARIFF

CWS COMMUNITIES LP d/b/a CRYSTAL LAKE CLUB

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

CWS COMMUNITIES LP d/b/a CRYSTAL LAKE CLUB
NAME OF COMPANY

533 East Crystal Lake Drive

Avon Park, Florida 33825
(ADDRESS OF COMPANY)

(863) 385-7727 or (863) 465-6911
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Steve Sherwood
ISSUING OFFICER

President
TITLE

WATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing	4.0
Index of	
Rates and Charges Schedules	17.0
Rules and Regulations	6.0
Service Availability Policy	31.0
Standard Forms	26.0
Technical Terms and Abbreviations	5.0 - 5.1
Territory Served	3.0 - 3.1

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 525-W

COUNTY - Highlands

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
22300	12/12/89	891011-WU	Original
23974	01/09/91	900527-WS	Transfer Certificate

(Continued to Sheet No. 3.1)

JOSEPH SHERWOOD
ISSUING OFFICER

REGISTERED AGENT, CLAYTON, WILLIAMS &
TITLE SHERWOOD

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

DESCRIPTION OF TERRITORY SERVED

All that part of the SE1/4 and the SE1/4 of the NE1/4 of Section 2, Township 34 South, Range 28 East, lying West of the A.C.L. Railroad right-of-way together with that part of lots 9 to 14 inclusive, of WARREN AND MONDAY'S SUBDIVISION as recorded in P.B. 1, Page 10, Highlands County, Florida, lying within the following described boundary.

Commence at the SE corner of Sec. 2, T. 34 S., R. 20 E.; run thence N.1°08'50"W. along the line between Section 1 and 2 for 242.14 feet for a point of beginning, thence N.89°48'00"W., 2042.29 feet; thence N.1°16'18"W. in and parallel with the West line of said SE1/4 for 2352.93 feet to intersect the North line of said SE1/4 (being also the South line of said WARREN AND MONDAY SUBDIVISION); thence run N.20°20'23"W. 899.56 feet to a point herein designated point "A" which is the Westerly end of a control line along Lake Denton; thence continue N.20°20'23"W. 30 feet, more or less, to the shore of Lake Denton, thence Easterly along the meanders of Lake Denton, 370 feet, more or less to intersect the North line of lot 9 of WARREN AND MONDAY SUBDIVISION; thence N.88°38'32"E., 50.0 feet, more or less along said North line to a point of the aforesaid control line which bears N.68°29'12"E., 417.65 feet from said point "A", thence continue N.88°38'32"E. along said North line of Lot 9, 626.48 feet to intersect the East line of SW1/4 of NE1/4, thence N.1°12'34"W., 331.46 feet to the NW corner of SE1/4 of NE1/4, thence N.88°38'48"E. along North line of SE1/4 of NE1/4, 220.95 feet to the Westerly R/W line of the A.C.L. Railroad R/W, thence S.18°16'58"E. along said Westerly R/W, 3746.87 feet to the East line of Section 2; thence S.1°08'50"E., along the section line 149.60 feet to the point of beginning. Lying in Section 2, Township 34 South, Range 28 East, Highlands County, Florida. Also a 50 foot easement whose centerline is described as beginning at a point 437.82 feet North and 2051.50 feet West of the Southeast corner of Section 2, Township 34 South, Range 28 East, Highlands County, Florida, run N.89°48'00"W., 1548.40 feet, to the beginning of a 100 foot easement, thence continue N.89°48'08"W., 300.0 feet to a point in the East right-of-way boundary of SR-17A.

JOSEPH SHERWOOD

ISSUING OFFICER

REGISTERED AGENT, CLAYTON, WILLIAMS, &
TITLE SHERWOOD

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule (s) Available</u>	<u>Sheet No.</u>
Highlands	Crystal Lake	RS	19.0
	Community Mobile	GS	18.0
	Home Park		

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

JOSEPH SHERWOOD

ISSUING OFFICER

REGISTERED AGENT, CLAYTON, WILLIAMS &
TITLE SHERWOOD

WATER TARIFF

(Continued from Sheet No. 5.0)

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

JOSEPH SHERWOOD
ISSUING OFFICER

REGISTERED AGENT, CLAYTON, WILLIAMS &
TITLE SHERWOOD

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
Access to Premises	11.0	13.0
Adjustment of Bills	13.0	23.0
Adjustment of Bills for Meter Error	14.0	24.0
All Water Through Meter	13.0	22.0
Applications by Agents	8.0	4.0
Billing Periods	11.0	15.0
Change of Customer's Installation	10.0	10.0
Change of Occupancy	12.0	19.0
Continuity of Service	9.0	8.0
Delinquent Bills	11.0	16.0
Extensions	8.0	6.0
Filing of Contracts	14.0	26.0
General Information	7.0	2.0
Held For Future Use	16.0	N/A
Inspection of Customer's Installation	10.0	11.0
Limitation of Use	8.0	7.0
Meters	13.0	21.0

(Continued to Sheet No. 6.1)

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Meter Accuracy Requirements	14.0	25.0
Payment of Water and Wastewater Service Bills Concurrently	12.0	17.0
Policy Dispute	7.0	1.0
Protection of Company's Property	10.0	12.0
Right of Way or Easements	11.0	14.0
Signed Application Required	7.0	3.0
Tax Clause	12.0	18.0
Temporary Discontinuance of Service	14.0	26.1
Type and Maintenance	9.0	9.0
Unauthorized Connections - Water	13.0	20.0
Withholding Service	8.0	5.0

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision 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, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without 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 are declared unconstitutional or void for any reason by any competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

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

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

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

(Continued to Sheet No. 8.0)

Steve Sherwood
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President
TITLE

WATER TARIFF

(Continued from Sheet No. 7.0)

- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.
- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full accordance with Rule 25-30.320, Florida Administrative Code.
- Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the Company.

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

(Continued to Sheet No. 9.0)

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

(Continued from Sheet No. 8.0)

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 any other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made to the Company for all extra expenses incurred for clerical work, testing, and inspections.

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

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

- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all

(Continued to Sheet No. 10.0)

Steve Sherwood
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TITLE

WATER TARIFF

(Continued from Sheet No. 9.0)

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 and 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.

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

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that 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.

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)

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

(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, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.
- 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, or Quarterly - as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Nonreceipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

(Continued to Sheet No. 12.0)

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

(Continued from Sheet No. 11.0)

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

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

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on the premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The

(Continued to Sheet No. 13.0)

Steve Sherwood
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President
TITLE

WATER TARIFF

(Continued from Sheet No. 12.0)

customer's deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

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

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

21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.

22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate

(Continued to Sheet No. 14.0)

Steve Sherwood
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TITLE

WATER TARIFF

(Continued from Sheet No. 13.0)

schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.

- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code, and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to the customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - When a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.
- 26.1 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to

(Continued to Sheet No. 15.0)

Steve Sherwood
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TITLE

WATER TARIFF

(Continued from Sheet No. 14.0)

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

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CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 16.0

WATER TARIFF

HELD FOR FUTURE USE

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	22.0 - 22.1
Fire Protection Service	21.0
General Service, GS	18.0
Meter Test Deposit	23.0
Miscellaneous Service Charges	24.0
Multi-Residential Service	20.0
Residential Service, RS	19.0
Service Availability Fees and Charges	25.0

Steve Sherwood
ISSUING OFFICER
President
TITLE

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 - Meter Sizes Base Facility Charge
- | | |
|--------------|----------|
| 5/8" x 3/4" | \$ 2.78 |
| 3/4" | \$ 4.16 |
| 1" | \$ 6.94 |
| 1 1/2" | \$ 13.87 |
| 2" | \$ 22.19 |
| 3" | \$ 44.40 |
| 4" | \$ 69.37 |
| 6" | \$138.76 |
| Gallonage GS | \$ 1.29 |
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - January 14, 2000 Michele Davis
ISSUING OFFICER
- TYPE OF FILING - 1999 Price Index Regional Director
TITLE

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- 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 Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 2.78
3/4"	\$ 4.16
1"	\$ 6.94
1 1/2"	\$ 13.87
2"	\$ 22.19
3"	\$ 44.40
4"	\$ 69.37
6"	\$138.76
Gallonage Res	\$ 1.29
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - January 14, 2000 Michele Davis
ISSUING OFFICER
- TYPE OF FILING - 1999 Price Index Regional Director
TITLE

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE -

N/A

MINIMUM BILL -

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

EFFECTIVE DATE -

TYPE OF FILING -

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY -

APPLICABILITY -

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

BILLING PERIOD -

RATE - Public Fire Protection - per hydrant

Private Fire Protection -

MINIMUM BILL -

TERMS OF PAYMENT -

EFFECTIVE DATE -

TYPE OF FILING -

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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

	<u>Residential</u>	<u>General Service</u>
5/8 X 3/4"	\$ <u>100.00</u>	<u>100.00</u>
1"	\$ _____	_____
1 1/2"	\$ _____	_____
Over 2"	\$ <u>Actual</u>	<u>Actual</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. The Company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 22.1)

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

(Continued from Sheet No. 22.0)

INTEREST ON DEPOSIT - The Company shall pay interest in customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customer's account during the month of _____ 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 not, in the preceding 12 months:

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon the retainment of such deposit.

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

EFFECTIVE DATE - October 1, 1994

TYPE OF FILING - Staff Assisted Rate Case

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

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

<u>METER SIZE</u>	<u>FEE</u>
5/8"X3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

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

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

EFFECTIVE DATE - October 1, 1994

TYPE OF FILING - Staff Assisted Rate Case

Steve Sherwood
ISSUING OFFICER
President
TITLE

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 would be levied for service at a location where service did not exist previously.

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection 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 - October 1, 1994

TYPE OF FILING - Staff Assisted Rate Case

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO SERVICE
AVAIL. POLICY
SHEET #/RULE #

<u>DESCRIPTION</u>	<u>AMOUNT</u>	
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	N/A
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost	[1]
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	N/A
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	Actual Cost	[1]
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD) \$		N/A
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD) \$		
All others-per gallon/month	\$	
<u>Inspection Fee</u>	Actual Cost	[1]
<u>Main Extension Charge</u>		
Residential-per ERC (___ GPD)	\$	N/A
All others-per gallon	\$	
or		
Residential-per lot (___ft. frontage)\$		
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" metered service	\$ 100	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	Actual Cost	[1]
<u>Plan Review Charge</u>	Actual Cost	[1]
<u>Plant Capacity Charge</u>		
Residential-per ERC (___ GPD)	\$	N/A
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___ GPD)	\$ 375	
All others-per gallon	\$	

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE - October 1, 1994

Steve Sherwood

TYPE OF FILING - Staff Assisted
Rate Case

ISSUING OFFICER

President

TITLE

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	30.0
APPLICATION FOR WATER SERVICE	28.0
COPY OF CUSTOMER'S BILL	29.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	27.0
HELD FOR FUTURE USE	30.1

Steve Sherwood
ISSUING OFFICER
President
TITLE

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 27.0

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Steve Sherwood
ISSUING OFFICER
President
TITLE

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 28.0

WATER TARIFF

APPLICATION FOR WATER SERVICE

Steve Sherwood
ISSUING OFFICER
President
TITLE

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 29.0

WATER TARIFF

COPY OF CUSTOMER'S BILL

Steve Sherwood
ISSUING OFFICER
President
TITLE

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 30.0

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Steve Sherwood
ISSUING OFFICER
President
TITLE

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 30.1

WATER TARIFF

HELD FOR FUTURE USE

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Sheet Number

Schedule of Fees and Charges	Go to Sheet No. 25.0
Service Availability Policy	32.0
Table of Daily Flows	33.0

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides service to a mobile home park. The utility is responsible for the cost and installation of the distribution system. To connect to the system the utility charges \$375.00 system capacity charge per mobile home. This is a one time charge applicable to the initial customer at each location.

Each new customer, however, who connects to the system also shall be subject to a meter installation fee of \$100.00.

Steve Sherwood
ISSUING OFFICER
President
TITLE

WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments	250 gpd [1]
Bars and Cocktail Lounges	5 gpcd [2]
Boarding Schools (Students and Staff)	75 gpcd
Bowling Alleys (toilet wastes only, per lane)	100 gpd
Country Clubs, per member	25 gpcd
Day Schools (Students and Staff)	10 gpcd
Drive-in Theaters (per car space)	5 gpd
Factories, with showers	30 gpcd
Factories, no showers	10 gpd/100 sq. ft.
Hospitals, with laundry	250 gpd/bed
Hospitals, no laundry	200 gpd/bed
Hotels and Motels	200 gpd/room and unit
Laundromat	225 gpd/washing machin
Mobile Home Parks	300 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat)	3 gpd
Nursing Homes	150 gpd/100 sq. ft.
Office Buildings	10 gpd/100 sq. ft.
Public Institutions (other than those listed herein)	75 gpcd
Restaurants (per seat)	50 gpcd
Single Family Residential	350 gpd
Townhouse Residence	250 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd
Stores, without kitchen wastes	5 gpd/100 sq. ft.
Speculative Buildings	10 gpd/100 sq. ft.
Warehouses	30 gpd plus 10 gpd/ 1000 sq. ft.

[1] gpd - gallons per day
[2] gpcd - gallons per capita per day

Steve Sherwood
ISSUING OFFICER
President
TITLE

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 34.0

WATER TARIFF

HELD FOR FUTURE USE

Steve Sherwood
ISSUING OFFICER
President
TITLE

ORIGINAL

WASTEWATER TARIFF

CWS COMMUNITIES LP d/b/a CRYSTAL LAKE CLUB

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

CWS COMMUNITIES LP d/b/a CRYSTAL LAKE CLUB
NAME OF COMPANY

533 East Crystal Lake Drive

Avon Park, Florida 33825
(ADDRESS OF COMPANY)

(863) 385-7727 or (863) 465-6911
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

Table of Contents

	Sheet Number
Communities Served Listing	4.0
Index of	
Rates and Charges Schedules	16.0
Rules and Regulations	6.0 - 6.1
Service Availability Policy	28.0
Standard Forms	23.0
Technical Terms and Abbreviations	5.0 - 5.1
Territory Served	3.0 - 3.1

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 454S

COUNTY - Highlands

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
21515	7/7/89	881002-SU	Original Certificate
23974	01/09/91	900527-WS	Transfer

(Continued to Sheet No. 3.1)

JOSEPH SHERWOOD
ISSUING OFFICER

REGISTERED AGENT, CLAYTON, WILLIAMS &
TITIF SHERWOOD

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

DESCRIPTION OF TERRITORY SERVED

All that part of the SE1/4 and the SE1/4 of the NE1/4 of Section 2, Township 34 South, Range 28 East, lying West of the A.C.L. Railroad right-of-way together with that part of lots 9 to 14 inclusive, of WARREN AND MONDAY'S SUBDIVISION as recorded in P.B. 1, Page 10, Highlands County, Florida, lying within the following described boundary.

Commence at the SE corner of Sec. 2, T. 34 S., R. 28 E.; run thence N.1°08'50"W. along the line between Section 1 and 2 for 242.14 feet for a point of beginning, thence N.89°40'00"W., 2042.29 feet; thence N.1°16'10"W. in and parallel with the West line of said SE1/4 for 2352.93 feet to intersect the North line of said SE1/4 (being also the South line of said WARREN AND MONDAY SUBDIVISION); thence run N.20°20'23"W. 899.56 feet to a point herein designated point "A" which is the Westerly end of a control line along Lake Denton; thence continue N.20°20'23"W. 30 feet, more or less, to the shore of Lake Denton, thence Easterly along the meanders of Lake Denton, 370 feet; more or less to intersect the North line of lot 9 of WARREN AND MONDAY SUBDIVISION; thence N.88°38'32"E., 50.0 feet, more or less along said North line to a point of the aforesaid control line which bears N.60°29'12"E., 417.65 feet from said point "A", thence continue N.88°38'32"E. along said North line of Lot 9, 626.48 feet to intersect the East line of SW1/4 of NE1/4, thence N.1°12'34"W., 331.46 feet to the NW corner of SE1/4 of NE1/4, thence N.88°30'48"E. along North line of SE1/4 of NE1/4, 220.95 feet to the Westerly R/W line of the A.C.L. Railroad R/W, thence S.18°15'58"E. along said Westerly R/W, 3746.87 feet to the East line of Section 2; thence S.1°08'50"E., along the section line 149.60 feet to the point of beginning. Lying in Section 2, Township 34 South, Range 28 East, Highlands County, Florida. Also a 50 foot easement whose centerline is described as beginning at a point 437.82 feet North and 2051.50 feet West of the Southeast corner of Section 2, Township 34 South, Range 28 East, Highlands County, Florida, run N.89°40'00"W., 1548.40 feet, to the beginning of a 100 foot easement, thence continue N.89°40'08"W., 300.0 feet to a point in the East right-of-way boundary of SR-17A.

JOSEPH SHERWOOD
ISSUING OFFICER

REGISTERED AGENT, CLAYTON, WILLIAMS &
TITLE SHERWOOD

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule (s) Available</u>	<u>Sheet No.</u>
Highlands	Crystal Lake	RS	18.0
	Community Mobile	GS	17.0
	Home Park		

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

JOSEPH SHERWOOD
ISSUING OFFICER

REGISTERED AGENT, CLAYTON, WILLIAMS &
TITLE SHERWOOD

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

JOSEPH SHERWOOD
ISSUING OFFICER

REGISTERED AGENT, CLAYTON, WILLIAMS &
TITLE SHERWOOD

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet</u> <u>Number:</u>	<u>Rule</u> <u>Number:</u>
Access to Premises	11.0	13.0
Adjustment of Bills	13.0	23.0
Applications by Agents	8.0	4.0
Billing Periods	11.0	15.0
Change of Customer's Installation	10.0	10.0
Change of Occupancy	12.0	19.0
Continuity of Service	9.0	8.0
Delinquent Bills	11.0	16.0
Evidence of Consumption.....	14.0	6.0
Extensions	8.0	6.0
Filing of Contracts	13.0	26.0
General Information	7.0	2.0
Held For Future Use	15.0	N/A
Inspection of Customer's Installation	10.0	11.0
Limitation of Use	8.0	7.0
Payment of Water and Wastewater Service Bills Concurrently	12.0	17.0

(Continued to Sheet No. 6.1)

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Policy Dispute	7.0	1.0
Protection of Company's Property	10.0	12.0
Right of Way or Easements	11.0	14.0
Signed Application Required	7.0	3.0
Tax Clause	12.0	18.0
Temporary Discontinuance of Service	14.0	23.1
Type and Maintenance	9.0	9.0
Unauthorized Connections - Wastewater	13.0	20.0
Withholding Service	8.0	5.0

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision 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, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

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

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

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

The applicant shall furnish to the Company the correct name and street address or lot and block number at which wastewater

(Continued to Sheet No. 8.0)

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

service is to be rendered.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such wastewater service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such wastewater service is rendered.

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

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

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

7.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the 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,

(Continued to Sheet No. 9.0)

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

court, property line, avenue, or any other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the 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 in full is made to the Company for all extra expenses incurred for clerical work, testing, and inspections.

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

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

- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize and appliance or

(Continued to Sheet No. 10.0)

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

device which is not properly constructed, controlled and protected, or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in 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.

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

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

(Continued to Sheet No. 11.0)

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

repairing such damage shall be paid by the customer.

- 13.0 ACCESS TO PREMISES - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 BILLING PERIODS - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the service address or some other place mutually agreed upon. Nonreceipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Wastewater service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of wastewater service to a customer for

(Continued to Sheet No. 12.0)

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

that customer's failure to pay the bills on time.

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

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

(Continued to Sheet No. 13.0)

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

supplied wastewater service by the Company; the customer's deposit may not be transferred from one name to another.

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

20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice.

Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.

21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the water meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rules 25-30.350 and 25-30.340, Florida Administrative Code.

22.0 FILING OF CONTRACTS - When a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(Continued to Sheet No. 14.0)

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

- 23.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.
- 23.1 TEMPORARY DISCONTINUANCE OF SERVICE - At any time a customer may request a temporary discontinuance of service in order to insure that that customer is not billed for any wastewater usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the Company to be able to recover its fixed cost of having wastewater service available to those premises upon request by the customer.

Steve Sherwood
ISSUING OFFICER

President
TITLE

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 15.0

WASTEWATER TARIFF

(Continued from Sheet No. 14.0)

HELD FOR FUTURE USE

JOSEPH SHERWOOD
ISSUING OFFICER

REGISTERED AGENT, CLAYTON, WILLIAMS &
TITLE SHERWOOD

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	20.0 - 20.1
General Service, GS	17.0
Miscellaneous Service Charges	21.0
Multi-Residential Service	19.0
Residential Service, RS	18.0
Service Availability Fees and Charges	22.0

Steve Sherwood
ISSUING OFFICER

President
TITLE

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 Sizes</u> | <u>Base Facility Charge</u> |
|--------------------|-----------------------------|
| 5/8" x 3/4" | \$ 3.63 |
| 3/4" | \$ 5.44 |
| 1" | \$ 9.06 |
| 1 1/2" | \$ 18.11 |
| 2" | \$ 28.99 |
| 3" | \$ 57.96 |
| 4" | \$ 90.57 |
| 6" | \$ 181.13 |
| Gallonage GS | \$ 1.71 |
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - January 14, 2000
- TYPE OF FILING - 1999 Price Index
- Michele Davis
ISSUING OFFICER
- Regional Director
TITLE

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- 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 - Meter Sizes Base Facility Charge
- | | |
|--------------------------------------------------------|-----------|
| 5/8" x 3/4" | \$ 3.63 |
| 3/4" | \$ 5.44 |
| 1" | \$ 9.06 |
| 1 1/2" | \$ 18.11 |
| 2" | \$ 28.99 |
| 3" | \$ 57.97 |
| 4" | \$ 90.58 |
| 6" | \$ 181.15 |
| <u>Gallonge Charge</u> | \$ 1.42 |
| Per 1,000 Gallons
(Maximum charge of 6,000 gallons) | |
- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.
- EFFECTIVE DATE - January 14, 2000 Michele Davis
ISSUING OFFICER
- TYPE OF FILING - 1999 Price Index Regional Director
TITLE

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE - N/A

MINIMUM BILL -

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

EFFECTIVE DATE -

TYPE OF FILING -

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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

	<u>Residential</u>	<u>General Service</u>
5/8 X 3/4"	\$ _____	_____
1"	\$ _____	_____
1 1/2"	\$ _____	_____
Over 2"	\$ _____	_____

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

(Continued to Sheet No. 20.1)

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest in customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customer's account during the month of _____ 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 not, in the preceding 12 months:

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

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon the retainment of such deposit.

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

EFFECTIVE DATE - October 1, 1994

TYPE OF FILING - Staff Assisted Rate Case

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection 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 - October 1, 1994

TYPE OF FILING - Staff Assisted Rate Case

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET #/RULE #</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD) \$		
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD) \$		
All others-per gallon/month	\$	
<u>Inspection Fee</u>	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC (___ GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (___ ft. frontage)\$		
All others-per front foot	\$	
<u>Plan Review Charge</u>	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC (___ GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___ GPD)	\$ 700	
All others-per gallon	\$	

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE - October 1, 1994

TYPE OF FILING - Staff Assisted Rate Case

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	25.0
COPY OF CUSTOMER'S BILL	26.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	24.0
HELD FOR FUTURE USE	27.0

Steve Sherwood
ISSUING OFFICER

President
TITLE

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 24.0

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

JOSEPH SHERWOOD
ISSUING OFFICER

REGISTERED AGENT, CLAYTON, WILLIAMS &
TITLE SHERWOOD

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 25.0

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

N/A

JOSEPH SHERWOOD

ISSUING OFFICER

REGISTERED AGENT, CLAYTON, WILLIAMS &

TITLE

SHERWOOD

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 26.0

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Steve Sherwood
ISSUING OFFICER

President
TITLE

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 27.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 22.0
Service Availability Policy	29.0
Table of Daily Flows	30.0

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The utility provides service to a mobile home park. The utility is responsible for the cost and installation of the collection system. To connect to the system the utility charges a \$700.00 system capacity charge per mobile home. This is a one time charge applicable to the initial customer at each location.

Steve Sherwood
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows [3]</u>
Apartment	* gpd [1]
Bars and Cocktail Lounges	gpcd [2]
Boarding Schools (Students and Staff)	gpcd
Bowling Alleys (toilet wastes only, per lane)	gpd
Country Clubs, per member	20 gpcd
Day Schools (Students and Staff)	gpcd
Drive-in Theaters (per car space)	gpd
Factories, with showers	gpcd
Factories, no showers	gpd/100 sq. ft.
Hospitals, with laundry	gpd/bed
Hospitals, no laundry	gpd/bed
Hotels and Motels	gpd/room and unit
Laundromat	180 gpd/washing machine
Mobile Home Parks	240 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat)	gpd
Nursing Homes	gpd/100 sq. ft.
Office Buildings	gpd/100 sq. ft.
Public Institutions (other than those listed herein)	gpcd
Restaurants (per seat)	40 gpcd
Single Family Residential	gpd
Townhouse Residence	gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	gpd
Stores, without kitchen wastes	gpd/100 sq. ft.
Speculative Buildings	gpd/100 sq. ft.
Warehouses	gpd plus gpd/1000 sq. ft.

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

* [3] If historical data is unavailable, a rough estimate for the daily flow of residential wastewater can be calculated by taking 80% of the corresponding water usage. However, it is recommended that historical data of actual wastewater flow be used. A similar estimate for the daily flow of commercial wastewater can be calculated by taking 100% of the corresponding commercial water usage.

Steve Sherwood
ISSUING OFFICER

President
TITLE

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 31.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

Steve Sherwood
ISSUING OFFICER

President
TITLE

CWS COMMUNITIES LP D/B/A
CRYSTAL LAKE CLUB

ORIGINAL SHEET NO. 32.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

Steve Sherwood
ISSUING OFFICER

President
TITLE