

ORIGINAL

APPLICATION FOR TRANSFER
OF CERTIFICATES

030471-WS

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the transfer of all of Water Certificate No. 598-W and Wastewater Certificate No. 513-S in Polk County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of the applicant:

Bieber Enterprises, Inc. d/b/a Breeze Hill Utilities
Name of utility

(616) 291-3479 (616) 874-8188
Phone No. Fax No.

360 Breeze Hill
Office street address

Lake Wales FL 33853
City State Zip Code

P.O. Box 1408 Lake Wales, FL 33859-1408
Mailing address if different from street address

N/A
Internet address if applicable

PSC/ECR 007 (Rev. 2/91)

DISTRIBUTION CENTER
03 MAY 30 PM 1:10

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check
LM

DOCUMENT NUMBER - DATE
04833 MAY 30 8
FPSC-COMMISSION CLERK

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

Cheryl M. Martin, CPA (863)678-1498
Name Phone No.

19200 Hwy 27
Street address

Lake Wales FL 33853-2451
City State Zip Code

C) The full name (as it will appear on the certificate), address and telephone number of the buyer:

Cal Clair, Inc. dba Breeze Hill Utility
Name of utility

(863)696-1666 (863)676-1945
Phone No. Fax No.

360 Breeze Hill
Office street address

Lake Wales FL 33853
City State Zip Code

P.O. Box 1408 Lake Wales, FL 33859-1408
Mailing address if different from street address

N/A
Internet address if applicable

D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship
Other: _____
(specify)

E) The date and state of incorporation or organization of the buyer:

Incorporated 4/21/03 under the laws of the state of

Florida

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

Calvin C. Blake, President

1318 W. Land Avenue

Tavares, FL 32778

G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit 1 - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

- 1
- 7
- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

None

- C) Exhibit 2 - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

- D) Exhibit N/A - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

- E) Exhibit 3 - A statement describing the financing of the purchase.

- F) Exhibit N/A - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

- G) Exhibit 4 - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by

this Commission, state the Order No. and date issued.
PSC-02-1114-PAA-WS 8/14/02 Identify
all adjustments made to update this rate base (or net book
value) to the date of the proposed transfer.

H) Exhibit 5 - A statement setting forth the reasons
for the inclusion of an acquisition adjustment, if one is
requested. (An acquisition adjustment results when the
purchase price of the utility differs from the original cost
calculation.)

I) The full name, address and telephone number of the person
who has possession of the books and records of the seller:

Cheryl M. Martin, CPA (863)678-1498
Name Phone No.

19200 Hwy 27
Street address

Lake Wales FL 33853-2451
City State Zip Code

J) Exhibit N/A - If the books and records of the seller
are not available for inspection by the Commission or are
not adequate for purposes of establishing the net book value
of the system, a statement by the buyer that a good faith,
extensive effort has been made to obtain such books and
records for inspection by the Commission and detailing the
steps taken to obtain the books and records.

K) Exhibit 6 - A statement from the buyer that it has
obtained or will obtain copies of all of the federal income
tax returns of the seller from the date the utility was
first established, or rate base was last established by the
Commission or, if the tax returns have not been obtained, a
statement from the buyer detailing the steps taken to obtain
the returns.

L) Exhibit 7 - A statement from the buyer that after
reasonable investigation, the system being acquired appears
to be in satisfactory condition and in compliance with all
applicable standards set by the Department of Environmental
Protection (DEP).

If the system is in need of repair or improvement, has any
outstanding Notice of Violation of any standard set by the
DEP or any outstanding consent orders with the DEP, the
buyer shall provide a list of the improvements and repairs
needed and the approximate cost to make them, a list of the

action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit 8 - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

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

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

B) Exhibit 9 - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

C) Exhibit 10 - Immediately upon completion of publication, an affidavit that the notice of actual

application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

 \$750 (for water) and \$750 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250.**
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000.**

PART V OTHER

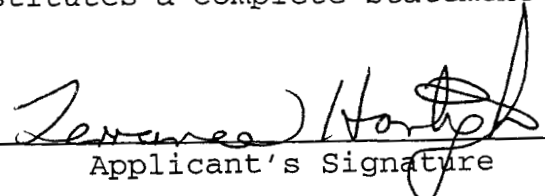
- A) Exhibit 11 - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

- B) Exhibit 12 - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**

- C) Exhibit 13 - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I, Terrance Hartigh, President, (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: 
Applicant's Signature

Terrance Hartigh
Applicant's Name (Typed)

President
Applicant's Title *

Subscribed and sworn to before me this 16th day in the month of MAY in the year of 2003 by TERRANCE HARTIGH who is personally known to me ✓ or produced identification

Type of Identification Produced



Notary Public's Signature

LUANNE BAAR DUNHAM

NOTARY PUBLIC KENT CO., MI

MY COMMISSION EXPIRES Aug 04, 2004

Print, Type or Stamp Commissioned
Name of Notary Public

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

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APPLICATION FOR TRANSFER OF CERTIFICATE

LEGAL NOTICE

Notice is hereby given on _____, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No.598-W and/or Wastewater Certificate No. 513-S held by Breeze Hill Utilities from Bieber Enterprises, Inc. to Cal Clair, Inc. dba Breeze Hill Utility, providing service to the following described territory in Polk County, Florida.

The certificated service area of Cal Clair, Inc. dba Breeze Hill Utility, is located in North one half of Section 32, Township 30 S., Range 29 E. in Polk County, Florida. For further information on the certificated service area of Cal Clair, Inc. dba Breeze Hill Utilities, please contact Breeze Hill Utility at (863)696-1666.

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk & Administrative Services, 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.

Breeze Hill Utility

P.O. Box 1408

Lake Wales, FL 33859-1408

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**SECTION 367.071, FLORIDA STATUTES
SALE, ASSIGNMENT, OR TRANSFER OF CERTIFICATE OF
AUTHORIZATION, FACILITIES, OR CONTROL**

(1) No utility shall sell, assign, or transfer its certificate of authorization, facilities or any portion thereof, or majority organizational control without determination and approval of the commission that the proposed sale, assignment, or transfer is in the public interest and that the buyer, assignee, or transferee will fulfill the commitments, obligations, and representations of the utility. However, a sale, assignment, or transfer of its certificate of authorization, facilities or any portion thereof, or majority organizational control may occur prior to commission approval if the contract for sale, assignment, or transfer is made contingent upon commission approval.

(2) The commission may impose a penalty pursuant to s. 367.161 when a transfer occurs prior to approval by the commission. The transferor remains liable for any outstanding regulatory assessment fees, fines, or refunds of the utility.

(3) An application for proposed sale, assignment, or transfer shall be accompanied by a fee as provided by s. 367.145. No fee is required to be paid by a governmental authority that is the buyer, assignee, or transferee.

(4) An application shall be disposed of as provided in s. 367.045, except that:

(a) The sale of facilities, in whole or part, to a governmental authority shall be approved as a matter of right; however, the governmental authority shall, prior to taking any official action, obtain from the utility or commission with respect to the facilities to be sold the most recent available income and expense statement, balance sheet, and statement of rate base for regulatory purposes and contributions-in-aid-of-construction. Any request for rate relief pending before the commission at the time of sale is deemed to have been withdrawn. Interim rates, if previously approved by the commission, must be discontinued, and any money collected pursuant to interim rate relief must be refunded to the customers of the utility with interest.

(b) When paragraph (a) does not apply, the commission shall amend the certificate of authorization as necessary to reflect the change resulting from the sale, assignment, or transfer.

(5) The commission by order may establish the rate base for a utility or its facilities or property when the commission approves a sale, assignment, or transfer thereof, except for any sale, assignment, or transfer to a governmental authority.

(6) Any person, company, or organization that obtains ownership or control over any system, or part thereof, through foreclosure of a mortgage or other encumbrance, shall continue service without interruption and may not remove or dismantle any portion of the system previously dedicated to public use which would impair the ability to provide service, without the express approval of the commission. This provision may be enforced by an injunction issued by a court of competent jurisdiction.

History: s. 1, ch. 71-278; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 9, 25, 26, ch. 80-99; ss. 2, 3, ch. 81-318; ss. 7, 15, ch. 82-25; ss. 6, 26, 27, ch. 89-353; s. 2, ch. 90-166; s. 4, ch. 91-429; s. 5, ch. 99-319.

CHAPTER 25-30.020, F.A.C.
FEEES REQUIRED TO BE PAID BY WATER AND WASTEWATER UTILITIES

(1) When a utility files any application for a certificate of authorization pursuant to sections 367.045, 367.071 and 367.171, Florida Statutes, or files any request for a rate change pursuant to sections 367.081, 367.0814 and 367.0822, Florida Statutes (except an index or pass-through), or files for authorization to collect or change service availability charges pursuant to section 367.101, Florida Statutes, the utility shall remit a fee to the Commission's Director of the Commission Clerk & Administrative Services. A separate fee shall apply for water service and wastewater service. A separate fee shall also apply for each section listed above. For purposes of this rule, capacity is determined by combining the capacities of all systems included in the application. For purposes of this rule, an equivalent residential connection (ERC) is 350 gallons per day (gpd) for water service and 280 gallons per day (gpd) for wastewater service.

(2) The amount of the fee to be filed pursuant to subsection (1) of this rule shall be as follows:

(a) For an original certificate application filed pursuant to Section 367.045, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with the existing or proposed capacity to serve up to 500 ERCs, \$750;
2. For utilities with the existing or proposed capacity to serve from 501 to 2,000 ERCs, \$1,500;
3. For utilities with the existing or proposed capacity to serve from 2,001 to 4,000 ERCs, \$2,250;
4. For utilities with the existing or proposed capacity to serve more than 4,000 ERCs, \$3,000.

(b) For an application for extension or deletion of territory filed pursuant to Section 367.045, Florida Statutes, the amount of the fee shall be as follows:

1. For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERCs, \$100;
2. For applications in which the area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, \$200;
3. For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, \$500;
4. For applications in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, \$1,000;

5. For applications in which the area to be extended or deleted has the proposed capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For applications in which the area to be extended or deleted has the proposed capacity to serve more than 4,000 ERCs, \$2,250.

(c) For an application for transfer or change in majority organizational control filed pursuant to Section 367.071, Florida Statutes, the amount of the fee shall be as follows:

1. For applications in which the utility to be transferred has the capacity to serve up to 500 ERCs, \$750;
2. For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERCs, \$1,500;
3. For applications in which the utility to be transferred has the capacity to serve from 2,001 to 4,000 ERCs, \$2,250;
4. For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERCs, \$3,000.

(d) For an application for a grandfather certificate filed pursuant to Section 367.171, Florida Statutes, the amount of the fee shall be as follows:

1. For applications in which the utility has the capacity to serve up to 100 ERCs, \$100;
2. For applications in which the utility has the capacity to serve from 101 to 200 ERCs, \$200;
3. For applications in which the utility has the capacity to serve from 201 to 500 ERCs, \$500;
4. For applications in which the utility has the capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For applications in which the utility has the capacity to serve more than 4,000 ERCs, \$2,250.

(e) For file and suspend rate cases filed pursuant to Section 367.081, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with the existing capacity to serve up to 500 ERCs, \$1,000;
2. For utilities with the existing capacity to serve from 501 to 2,000 ERCs, \$2,000;
3. For utilities with the existing capacity to serve from 2,001 to 4,000 ERCs, \$3,500;
4. For utilities with the existing capacity to serve more than 4,000 ERCs, \$4,500.

(f) For staff-assisted rate cases filed pursuant to Section 367.0814, Florida Statutes, the amount of the fee shall be as

follows:

1. For utilities with the existing capacity to serve up to 100 ERCs, \$200;
2. For utilities with the existing capacity to serve from 101 to 200 ERCs, \$500;
3. For utilities with the existing capacity to serve more than 200 ERCs, \$1,000.

(g) For an application for a limited proceeding pursuant to Section 367.0822, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with the existing capacity to serve up to 100 ERCs, \$100;
2. For utilities with the existing capacity to serve from 101 to 200 ERCs, \$200;
3. For utilities with the existing capacity to serve from 201 to 500 ERCs, \$500;
4. For utilities with the existing capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For utilities with the existing capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For utilities with the existing capacity to serve more than 4,000 ERCs, \$2,250.

(h) For an application for approval of charges or conditions for service availability filed pursuant to section 367.101, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with existing and proposed capacity to serve up to 100 ERCs, \$100;
2. For utilities with existing and proposed capacity to serve from 101 to 200 ERCs, \$200;
3. For utilities with existing and proposed capacity to serve from 201 to 500 ERCs, \$500;
4. For utilities with existing and proposed capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For utilities with existing and proposed capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For utilities with existing and proposed capacity to serve more than 4,000 ERCs, \$2,250.

Specific Authority: 350.127(2) and 367.121(1), F.S.
Law Implemented: 367.045(1)(d), (2)(e), 367.071(3), 367.081(5), 367.0822(2), 367.101(2), 367.145 and 367.171(2)(b), F.S. History: New 10/29/80, Formerly 25-10.11, Transferred from 25-10.011 and Amended 11/9/86, 11/30/93.

**CHAPTER 25-30.025, F.A.C.
OFFICIAL DATE OF FILING**

(1) The "official date of filing" is the date on which the Director of the Division of Economic Regulation determines the utility has filed completed sets of the minimum filing requirements (MFRs), including testimony that may be required by Rule 25-30.436(2) and payment of the appropriate filing fee to the Director, Division of the Commission Clerk & Administrative Services.

(2) The Director of the Division of Economic Regulation shall determine the official date of filing for any utility's application and advise the applicant. The Commission shall resolve any dispute regarding the official date of filing.

Specific Authority: 367.121(1), F.S.

Law Implemented: 367.083, F.S.

History: New 3/26/81, Formerly 25-10.12, Transferred from 25-10.012, Amended 11/9/86, 11/30/93.

CHAPTER 25-30.030, F.A.C.
NOTICE OF APPLICATION

(1) When a utility applies for a certificate of authorization, an extension or deletion of its service area, or a sale, assignment or transfer of its certificate of authorization, facilities or any portion thereof or majority organizational control, it shall provide notice of its application in the manner and to the entities described in this section.

(2) Before providing notice in accordance with this section, a utility shall obtain from the Commission a list of the names and addresses of the municipalities, the county or counties, the regional planning council, the Office of Public Counsel, the Commission's Director of the Commission Clerk and Administrative Services Division, the appropriate regional office of the Department of Environmental Protection, the appropriate water management district, and privately-owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located. In addition, if any portion of the proposed territory is within one mile of a county boundary, the utility shall obtain from the Commission a list of the names and addresses of the privately-owned utilities located in the bordering counties and holding a certificate granted by the Commission. The utility's request for the list shall include a complete legal description of the territory to be requested in the application that includes:

- (a) a reference to township(s), range(s), land section(s) and county; and
- (b) a complete and accurate description of the territory served or proposed to be served in one of the following formats. The description may reference interstates, state roads, and major bodies of water. The description shall not rely on references to government lots, local streets, recorded plats or lots, tracts, or other recorded instruments.

1. Sections: If the territory includes complete sections, the description shall only include the township, range, and section reference. If the territory includes partial sections, the description shall either identify the subsections included or excluded.
2. Metes and bounds: A point of beginning which is referenced from either a section corner or a subsection corner, such as a quarter corner. The perimeter shall

be described by traversing the proposed territory and closing at the point of beginning. The description shall include all bearings and distances necessary to provide a continuous description.

(3) The notice shall be appropriately styled:

(a) Notice of Application for an Initial Certificate of Authorization for Water, Wastewater, or Water and Wastewater Certificate;

(b) Notice of Application for an Extension of Service Area;

(c) Notice of Application for Deletion of Service Area;

(d) Notice of Application for a Transfer of Water, Wastewater, or Water and Wastewater Certificate(s); or

(e) Notice of Application for a Transfer of Majority Organizational Control.

(4) The notice shall include the following:

(a) the date the notice is given;

(b) the name and address of the applicant;

(c) a description, using township, range and section references, of the territory proposed to be either served, added, deleted, or transferred; and

(d) a statement that any objections to the application must be filed with the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870, no later than 30 days after the last date that the notice was mailed or published, whichever is later.

(5) Within 7 days of filing its application, the utility shall provide a copy of the notice by regular mail to:

(a) the governing body of the county in which the utility system or the territory proposed to be served is located;

(b) the governing body of any municipality contained on the list obtained pursuant to (2) above;

(c) the regional planning council designated by the Clean Water Act, 33 U.S.C. 1288(2);

(d) all water or wastewater utilities contained on the list(s) obtained pursuant to (2) above;

(e) the Office of Public Counsel;

(f) the Director of the Commission Clerk and Administrative Services Division;

(g) the appropriate regional office of the Department of Environmental Protection; and

(h) the appropriate Water Management District.

(6) No sooner than 21 days before the application is filed and no later than 7 days after the application is filed, the utility shall also provide a copy of the Notice, by regular mail or

personal service, to each customer, of the system to be certificated, transferred, acquired, or deleted.

(7) The Notice shall be published once in a newspaper of general circulation in the territory proposed to be served, added, deleted, or transferred. The publication shall be within 7 days of filing the application.

(8) A copy of the notice(s) and list of the entities receiving notice pursuant to this rule shall accompany the affidavit required by sections 367.045(1) (e) and (2) (f), Florida Statutes. The affidavit shall be filed no later than 15 days after filing the application.

(9) This rule does not apply to applications for grandfather certificates filed under section 367.171, Florida Statutes, or to applications for transfers to governmental authorities filed under Section 367.071, Florida Statutes, or to name changes.

Specific Authority: 367.121(1), F.S.

Law Implemented: 367.031, 367.045, 367.071, F.S.

History: New 4/5/81, formerly 25-10.061, Transferred from 25-10.0061 and Amended 11/9/86, Amended 1/27/91, Amended 11/30/93.

CHAPTER 25-30.031, F.A.C.
WRITTEN OBJECTION

(1) A written objection to a Notice of Application is timely if it is filed within 30 days after the last day that the Notice is mailed or published by the applicant, whichever is later.

(2) A written objection must state the grounds for the objection with particularity.

Specific Authority: 367.121(1), F.S.

Law Implemented: 367.045, F.S.

History: New 11/9/86. Amended 1/27/91.

**CHAPTER 25-30.032, F.A.C.
APPLICATIONS**

(1) Each utility subject to regulation by the Commission shall apply for an initial certificate of authorization, amendment to an existing certificate of authorization, transfer, or name change by filing a completed application and 12 copies, in accordance with either 25-30.033, 25-30.034, 25-30.035, 25-30.036, 25-30.037(1) or (2), or 25-30.039, F.A.C. However, a utility shall apply for a transfer to a governmental authority by filing a completed application and two copies, in accordance with Rule 25-30.037 (3) and (4), F.A.C. The application shall be filed with the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870. Sample application forms may be obtained from the Division of Economic Regulation, Bureau of Certification, Economics and Tariffs, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850.

(2) A utility may file combined applications if it is applying for certificates of authorization or any amendments thereto for both water and wastewater systems; however, the utility shall remit a separate application fee for each service. The Commission will treat a combined application as if a separate application had been filed for each service.

(3) The official filing date of an application for an original certificate, any amendment to an existing certificate, or any transfer shall be the date a completed application is filed with the Division of Economic Regulation, except that the noticing requirements set forth in Rule 25-30.030, F.A.C., do not need to be completed at that time. If, however, the utility has not completed the noticing within the time limits prescribed by Rule 25-30.030, F.A.C., the official filing date shall be the date the noticing is complete.

Specific Authority: 367.121, F.S.

Law Implemented: 367.031, 367.045, 367.071, F.S.

History: New 1/27/91, Amended 11/30/93.

**CHAPTER 25-30.037, F.A.C.
APPLICATION FOR AUTHORITY TO TRANSFER**

(1) This rule applies to any application for the transfer of an existing water or wastewater system, regardless of whether service is currently being provided. This rule does not apply where the transfer is of an exempt or non-jurisdictional system and will result in the system continuing to be exempt from or not subject to Commission jurisdiction. The application for transfer may result in the transfer of the seller's existing certificate, amendment of the buyer's certificate or granting an initial certificate to the buyer.

(2) Each application for transfer of certificate of authorization, facilities or any portion thereof, to a non-governmental entity shall include the following information:

- (a) the complete name and address of the seller;
- (b) the complete name and address of the buyer;
- (c) the nature of the buyer's business organization, i.e., corporation, partnership, limited partnership, sole proprietorship, or association;
- (d) the name(s) and address(es) of all of the buyer's corporate officers, directors, partners or any other person(s) who will own an interest in the utility;
- (e) the date and state of incorporation or organization of the buyer;
- (f) the names and locations of any other water or wastewater utilities owned by the buyer;
- (g) a copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:
 - 1. purchase price and terms of payment;
 - 2. a list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities; and
 - 3. a description of all consideration between the

parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

- (h) the contract for sale shall also provide for the disposition, where applicable, of the following:
 - 1. customer deposits and interest thereon;
 - 2. any guaranteed revenue contracts;
 - 3. developer agreements;
 - 4. customer advances;
 - 5. debt of the utility;
 - 6. leases;
- (i) a statement describing the financing of the purchase;
- (j) a statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water or wastewater utility operations, a showing of the buyer's financial ability to provide service, and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters;
- (k) a list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility;
- (l) the proposed net book value of the system as of the date of the proposed transfer. If rate base has been established by this Commission, state the order number and date issued and identify all adjustments made to update this rate base to the date of transfer;
- (m) a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested;
- (n) if the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records;

- (o) a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns;
- (p) a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them;
- (q) evidence that the utility owns the land upon which the utility treatment facilities are located, or a copy of an agreement which provides for the continued use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative;
- (r) a statement regarding the disposition of any outstanding regulatory assessment fees, fines, or refunds owed;
- (s) the original and two copies of sample tariff sheets reflecting the change in ownership; and
- (t) the utility's current certificate(s), or if not available, provide an explanation of the steps the applicant took to obtain the certificate(s).

Specific Authority: 367.121, F.S.

Law Implemented: 367.071 F.S.

History: New 1/27/91, Amended 11/30/93.

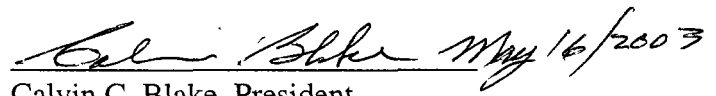
APPLICATION FOR SALE OF FACILITIES
PART II - FINANCIAL AND TECHNICAL INFORMATION
A)

Exhibit 1

As a service to its utility customers, Cal Clair, Inc. will continue to provide water and wastewater service utilizing existing personnel to manage day to day operations. Walter Leigh Messer, license number 0001258, will continue as operations manager of Breeze Hill Utility with Cal Clair, Inc. Terrance Hartigh and Paul Bieber, former owners of Breeze Hill Utility, will also stay on as advisors to president Calvin C. Blake.

Calvin C. Blake, president of Cal Clair, Inc., has met with customers of the utility and has made a commitment to the owners to provide reliable service and to be responsive to any problems which may arise.

I, Calvin C. Blake, president, on behalf of Cal Clair, Inc., agree to fulfill the commitments, obligations and representations of the seller with regard to utility matters.


Calvin C. Blake, President
Cal Clair, Inc. dba Breeze Hill Utility

Personal Financial Statement			
IMPORTANT: If additional space is needed, please list information on a separate sheet and attach it to this form.			
Assets		Amount	Liabilities
			Amount
Cash in Bank		\$ 5,000	Loans owed: credit line \$ 30,000
Cash in Other Financial Institutions		\$ 0	Loans owed to Other Financial Institutions (complete Section 3 below) \$ 0
Stocks and Bonds (complete Section 1 below)		\$ 0	Credit Card Balances (complete Section 3 below) \$ 13,200
Vested Interest in Retirement - 401K, etc.		\$ 0	Real Estate Mortgages \$ 285,000
Accounts, Notes, and Loans Receivable ^{2009 monthly}		\$ 100,000	Income Taxes Payable \$ 0
Life Insurance - Net Cash Value		\$ 40,000	Other Liabilities (Describe)
Real Estate Owned (complete Section 2 below)		\$ 2,530,000.00	1. \$ 0
Automobiles (Make and Year)		\$ 30,000	2. \$ 0
1. 2000 Monte Carlo			Alimony, Child Support and Separate Maintenance Payments Owed (Annualize) \$ 0
2. 1999 Chevy Pickup			
Other Assets (Describe)		\$ 12,000	Total Liabilities \$ 328,200
1. mobile home			Net Worth (Total Assets Minus Total Liabilities) \$ 2,388,800
2.			Total Liabilities and Net Worth \$ 2,717,000
Total Assets		\$ 2,717,000	

Section 1 / Stocks and Bonds (Use separate sheet if necessary)

Number of Shares / Face Value of Bonds	Description	Present Market Value	P = Pledged / R = Restricted
	REDACTED	\$	
		\$	
		\$	

Section 2 Real Estate Owned (Use separate sheet if necessary)

Address of Property	% of Ownership	Cost and Year Acquired	Present Market Value	Mortgage Balance	Monthly Mortgage Payment	Monthly Rental Income	Mortgagee
Port Perry Ontario 1686 Coates Rd	100	\$ 100,000 1965	\$ 500,000	\$ 0	\$ 0	\$ 0	N/A
2325 Hamer Rd Whitby	100	\$ 450,000 2000	\$ 800,000	\$ 140,000	\$ 850	\$ 1,200	Bank T.D. Bank
2000 St. Charles St. Whitby	100	\$ 70,000 1991	\$ 130,000	\$ 145,000	\$ 1,000	\$ 1,100	Bank of Nova Scotia

Section 3 List all Current Debts and Credit References Open/Paid (Use separate sheet if necessary)

To Whom Paid / Include MasterCard and VISA	Address	Account Number	Credit Limit	Present Balance	Monthly Payments
BANK OF AMERICA VISA	TAVARES, FL		\$ 11,500.00	\$ 3,700	BALANCE PAID DE MONTHLY
TD GOLD SELECT VISA	WHITBY, ONTARIO CANADA		\$ 10,000	0	0
SCOTIA BANK VISA	USHAWA, ONTARIO CANADA		10,000	\$ 500	BAL PAID MONTHLY
TD VISA	WHITBY, ONTARIO CANADA		6,10,000	\$ 9,000	BAL PAID MONTHLY

General Information on Borrower(s)

Are you a guarantor on anyone's debt? **NO** If yes, give details.

Are there any suits or judgements now pending against you? **NO** If yes, state amount(s) \$

Have you been declared bankrupt in the last 10 years? **NO** If yes, please give date.

Life Insurance \$ 100,000 Beneficiary **ESTATE**

Do you know of anything which might interrupt the income shown on the front side that could affect your ability to repay the SunTrust account? If yes, how long will the interruption last?

Homeowner's Insurance

Agent _____ Address _____ Phone _____

OPTIONAL CREDIT INSURANCE - Group credit life insurance is available on your Access 3 Equity Line account. This insurance is optional and not required to qualify for credit. I would like information about the optional insurance for my Access 3 Equity Line account. Yes No

Applicant(s) certifies that all information contained in this application or in any other document submitted for the purpose of obtaining credit is true, complete, and correct and accurately reflects Applicant(s)' current financial condition. In order to provide the Applicant with SunTrust products and services, Applicant(s) authorizes SunTrust Bank, its affiliates, or its authorized agents to verify any and all information, to make any inquiries of others, including but not limited to, procuring reports from consumer reporting agencies, credit bureaus, and the Internal Revenue Service, and to provide information arising out of Applicant(s)' transaction or experience with it to others. Any reference, employer or creditor named herein is expressly authorized to furnish Bank with information in connection with this application. This application shall remain the property of SunTrust Bank may require Applicant to provide updated financial information on an annual basis.

Referral: Unless I/we initial here, SunTrust Bank is hereby authorized to share this application and related information with SunTrust Personal Loans, Inc. which may consider my application for loan approval/purchase. Loan products may vary. Applicant(s) Initials _____

Applicant Signature _____ Date **May 16/2003**

Co-Applicant Signature _____ Date _____

PERSONAL FINANCIAL STATEMENT

SECTION 2 REAL ESTATE OWNED (CONTINUED)

ADDRESS OF PROPERTY	% OWNERSHIP	COST AND YEAR ACQUIRED	PRESENT MKT VALUE	MORTGAGE BALANCE	MONTHLY MORTGAGE PAYMENT	MONTHLY RENTAL INCOME	MORTGAGEE
LOTS + HOUSE RANDVIEW ST OSHAWA, ONTARIO	100%	\$235,000 - 2002	\$600,000	0	0	\$1,100	N/A
22 ACRES GREEN ROAD BOWMANVILLE, ONTARIO	100%	\$50,000 - 1973	\$500,000	0	0	\$500	N/A

Buyer's and Seller's Combined Closing Statement

1 OF 10

REAL ESTATE TITLE SERVICES, INC.

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

NAME OF BUYER: CAL CLAIR, INC.
ADDRESS OF BUYER:
NAME OF SELLER: BIEBER ENTERPRISES, INC.
ADDRESS OF SELLER: 152 Breeze Hill, LAKE WALES, FL 33853
NAME OF LENDER:
ADDRESS OF LENDER:
PROPERTY LOCATION: BREEZE HILL MOBIL HOME & BREEZE HILL UTILITY
 360 BREEZE HILL, LAKE WALES, FLORIDA
SETTLEMENT AGENT: REAL ESTATE TITLE SERVICES, INC.
PLACE OF SETTLEMENT: 120 EAST STUART AVENUE, LAKE WALES, FL 33853
SETTLEMENT DATE: 4/29/2003

SUMMARY OF BUYER'S TRANSACTION		SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	695,000.00	401. Contract sales price	695,000.00
102. Personal property		402. Personal property	
103. Buyer's Expenses from pg. 2, line 1400	2,774.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. to		409. to	
110. to		410. to	
111. to		411. to	
112. to		412. to	
120. GROSS AMOUNT DUE FROM BUYER	697,774.50	420. GROSS AMOUNT DUE TO SELLER	695,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	40,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	29,775.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Principal amount of seller financing	345,000.00	506. Principal amount of seller financing	345,000.00
207.		507. Assumed mortgage (paydown)	32,339.02
208. Assumed mortgage balance	100,000.00	508. Assumed mortgage balance	100,000.00
209. Deferred payment/note	50,000.00	509. Deferred payment/note	50,000.00
209a		509a	
209b		509b	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/1/2003 to 4/29/2003	1,717.33	511. County taxes 1/1/2003 to 4/29/2003	1,717.33
212. Assessments to		512. Assessments to	
213. Intangible Pers. Prop 1/1/2003 to 4/29/2003	213.26	513. Intangible Pers. Prop 1/1/2003 to 4/29/2003	213.26
214. to		514. to	
215. to		515. to	
216. to		516. to	
217. to		517. to	

Buyer's and Seller's Combined Closing Statement

EXHIBIT 2
PAGE 2 OF 10

		BUYER'S EXPENSES	SELLER'S EXPENSES
700. TOTAL SALES/BROKER'S COM. based on price	695,000.00 @ 3.00 % = 20,850.00		
Division of Commission (line 700) as follows:			
701. 20,850.00	to BEACON REAL ESTATE & ASSOC.		
702.	to		
703. Commission paid at Settlement			20,850.00
704.	to		
800. Items Payable In Connection With Loan			
801. Loan Origination Fee	% to		
802. Loan Discount	% to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application Fee	to		
807.	to		
808.	to		
809.	to		
810.	to		
811.	to		
812.	to		
813.	to		
814.	to		
815.	to		
900. Items Required By Lender To Be Paid In Advance			
901. Interest from 4/29/2003 to 5/1/2003 @	/day		
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for	years to		
904.	years to		
905.	years to		
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months@	per month	
1002. Mortgage insurance	months@	per month	
1003. City property taxes	months@	per month	
1004. County property taxes	months@	per month	
1005. Annual assessments	months@	per month	
1006.	months@	per month	
1007.	months@	per month	
1008.	months@	per month	
1009.	months@	per month	
1100. Title Charges			
1101. Settlement or closing fee	to Real Estate Title Services, Inc.	200.00	300.00
1102. Abstract or title search	to Old Republic National Title	85.00	85.00
1103. Title examination	to Real Estate Title Services, Inc.	125.00	125.00
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers:			
1108. Title insurance	to Real Estate Title Services, Inc.	25.00	3,550.00
(includes above items numbers:			
1109. Lender's coverage: Risk Premium 25.00	INS AMT:		
1110. Owner's coverage: Risk Premium 3,550.00	INS AMT: 695,000.00		
1110a			
1111. Courier	to Real Estate Title Services, Inc.	20.00	
1112.	to		
1113.	to		
1200. Government Recording and Transfer Charges			
1201. Recording Fees: Deed \$10.50; L-Mortgage(s) \$28.50; S-Mortgage(s) ; Releases		39.00	
1202. City/county tax/stamps: Deed ; L-Mortgage(s) ; S-Mortgage(s) \$690.00		690.00	
1203. State tax/stamps: Deed \$4,865.00; L-Mortgage(s) ; S-Mortgage(s) \$1,207.50		1,207.50	4,865.00
1204. State tax/stamps/assumed mortgage	Clerk of Court	350.00	
1205. Recording/mtg modification agrmnt	Clerk of Court	33.00	
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Roof Inspection	to		
1304.	to		
1305.	to		
1306.	to		
1307.	to		

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

Contract for Sale and Purchase
FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

*1 PARTIES: BIEBER ENTERPRISES, INC. (DBA BREEZE HILL UTILITIES) ("Seller"),
2 of P.O. BOX 1408 LAKE WALES FL 33859 (Phone) 823 381 6847
*3 and CAL CLAIR, INC. ("Buyer"),
4 of P.O. BOX 1408 LAKE WALES, FL 33859 (Phone)
5 hereby agree that Seller shall sell and Buyer shall buy the following described real property and personal property (collectively "Property") pursuant to the terms and conditions of this Contract
6 for Sale and Purchase and any riders and addenda ("Contract"):

7 I. DESCRIPTION:
*8 (a) Legal description of the Real Property located in POLK County, Florida:

*11 (b) Street address, city, zip, of the Property is: 360 BREEZE HILL LAKE WALES FL 33859
*12 (c) Personal Property: THE SALE OF THE UTILITY IS NOT CONSIDERED
13 COMPLETE UNTIL FINAL APPROVAL IS GIVEN BY THE
14 FLORIDA PUBLIC SERVICE COMMISSION.

*15 II. PURCHASE PRICE: \$ 200,000.00
16 PAYMENT:
*17 (a) Deposit held in escrow by (Escrow Agent) in the amount of \$
*18 (b) Additional escrow deposit to be made to Escrow Agent within days after Effective Date (see Paragraph III) in the amount of \$
*19 (c) Subject to AND assumption of existing mortgage in good standing in favor of
20 having an approximate present principal balance of \$
*21 (d) New mortgage financing with a Lender (see Paragraph IV) in the amount of \$
*22 (e) Purchase money mortgage and note to Seller (see rider for terms) in the amount of (345,000 PMM TOTAL FOR) \$ 150,000.00
*23 (f) Other: UTILITY AND PARK
*24 (g) Balance to close by U.S. cash or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations \$ 50,000.00

25 III. TIME FOR ACCEPTANCE OF OFFER; EFFECTIVE DATE; FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing
*26 between the parties on or before APRIL 30, 2003, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. For purposes of delivery or notice of
27 execution, parties include Buyer and Seller or each of the respective brokers or attorneys. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller
28 has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

29 IV. FINANCING:
*30 (a) This is a cash transaction with no contingencies or financing.
*31 (b) This Contract is conditioned on Buyer obtaining a written loan commitment within days after Effective Date for (CHECK ONLY ONE): a fixed; an adjustable; or a
*32 fixed or adjustable rate loan in the principal amount of \$ and an initial interest rate not to exceed % , discount and origination fees not to exceed % of
*33 principal amount, and for a term of years. Buyer will make application within days (5 days if electronic) after Effective Date and use reasonable diligence to obtain a loan
*34 commitment and, thereafter, to satisfy terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain a commitment or fails to waive
*35 Buyer's rights under this subparagraph within the time for obtaining a commitment or after closing, then the contract is voidable at the option of Seller and the terms and conditions of the commitment by the closing date,
*36 then either party thereafter, by written notice to the other, may cancel this Contract and Buyer shall be refunded the deposit(s); or
*37 (c) The existing mortgage, described in Paragraph II(c) above, has: a variable interest rate of % per annum; or a fixed interest rate of % per annum. At time of title transfer, some fixed
*38 interest rates are subject to increase; if increased, the rate shall not exceed % per annum. Seller shall furnish a statement from each mortgagee stating the principal balance,
*39 method of payment, interest rate and status of mortgage or authorize Buyer or Closing Agent to obtain the same. If Buyer has agreed to assume a mortgage which requires approval
*40 of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain the necessary application and return it to the mortgagee. Any mortgagee charge(s),
*41 not to exceed \$ (1% of amount assumed if left blank), shall be paid by Buyer. If a variable rate mortgage or the requirements for assumption are
*42 not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by written notice to the other
*43 party unless either elects to pay the increase in interest rate or excess mortgage charges.

*44 V. TITLE EVIDENCE: At least 20 days before closing date, (CHECK ONLY ONE): Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney; or Buyer shall at Buyer's
*45 expense obtain (CHECK ONLY ONE): abstract of title; or title insurance commitment (with legible copies of instrument(s) listed as exceptions attached thereto) and, after closing, an
*46 owner's policy of title insurance.

*47 VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on APRIL 30, 2003 (unless modified by other provisions of this Contract).

48 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to: comprehensive land use plans, zoning restrictions, prohibitions and other requirements imposed by
49 governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; public
50 utility easements of record (easements are to be located contiguous to real property lines and not more than 10 feet in width showing on rear front lines and 7 1/2 feet in width as to the side
51 51 lines, unless otherwise stated herein); taxes for year of closing and subsequent years; assumed mortgages and purchase money mortgages; if any (if additional items, see addendum);
*52 provided, that there exists at closing no violation of the foregoing and none prevent use of the Property for purpose(s).

53 VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof
54 and the tenant(s) or occupants shall be disclosed pursuant to Standard F. Seller shall deliver occupancy of Property to Buyer at time of closing unless otherwise stated herein. If occupancy
55 is to be delivered before closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to
56 have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein.

57 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control over printed provisions of this Contract in conflict with them.

58 X. RIDERS: (CHECK those riders which are applicable AND are attached to this Contract):
*59 [] COMPREHENSIVE RIDER [] HOMEOWNERS' ASSN. [] COASTAL CONSTRUCTION CONTROL LINE
*60 [] CONDOMINIUM [] "AS IS" [] INSULATION
*61 [] VAFHA [] LEAD-BASED PAINT

*62 XI. ASSIGNABILITY: (CHECK ONLY ONE): Buyer [] may assign and thereby be released from any further liability under this Contract; [] may assign but not be released from liability
*63 under this Contract; or [] may not assign this Contract.

64 XII. DISCLOSURES:
65 (a) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon
66 that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.
67 (b) Buyer acknowledges receipt of the Florida Building Energy-Efficiency Rating System Brochure.
68 (c) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
69 (d) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.
70 (e) If Buyer will be obligated to be a member of a homeowners' association, BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE
71 HOMEOWNERS' ASSOCIATION DISCLOSURE.

72 XIII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:
*73 (a) \$ for treatment and repair under Standard D (if blank, then 2% of the Purchase Price).
*74 (b) \$ for repair and replacement under Standard N (if blank, then 3% of the Purchase Price).

WATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization_____	\$ _____	\$ _____	\$ _____	\$ _____
302	Franchises_____	_____	_____	_____	_____
303	Land and Land Rights_____	2,997	_____	_____	2,997
304	Structures and Improvements_____	5,226	_____	_____	5,226
305	Collecting and Impounding Reservoirs_____	_____	_____	_____	_____
306	Lake, River and Other Intakes_____	_____	_____	_____	_____
307	Wells and Springs_____	2,918	_____	_____	2,918
308	Infiltration Galleries and Tunnels_____	_____	_____	_____	_____
309	Supply Mains_____	891	_____	_____	891
310	Power Generation Equipment_____	635	_____	_____	635
311	Pumping Equipment_____	9,735	_____	_____	9,735
320	Water Treatment Equipment_____	4,594	_____	_____	4,594
330	Distribution Reservoirs and Standpipes_____	29,159	_____	_____	29,159
331	Transmission and Distribution Lines_____	31,433	_____	_____	31,433
333	Services_____	12,579	_____	_____	12,579
334	Meters and Meter Installations_____	21,081	_____	_____	21,081
335	Hydrants_____	4,619	_____	_____	4,619
339	Other Plant and Miscellaneous Equipment_____	2,984	_____	_____	2,984
340	Office Furniture and Equipment_____	324	_____	_____	324
341	Transportation Equipment_____	760	_____	650	110
342	Stores Equipment_____	_____	_____	_____	_____
343	Tools, Shop and Garage Equipment_____	94	_____	_____	94
344	Laboratory Equipment_____	_____	_____	_____	_____
345	Power Operated Equipment_____	_____	_____	_____	_____
346	Communication Equipment_____	_____	_____	_____	_____
347	Miscellaneous Equipment_____	_____	_____	_____	_____
348	Other Tangible Plant_____	_____	_____	_____	_____
	Total Water Plant_____	\$ 130,029	\$ 0	\$ 650	\$ 129,379

WASTEWATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization_____	\$ _____	\$ 0	\$ _____	\$ 0
352	Franchises_____	_____	_____	_____	_____
353	Land and Land Rights_____	18,519	0	_____	18,519
354	Structures and Improvements_____	1,217	0	_____	1,217
360	Collection Sewers - Force_____	19,843	0	_____	19,843
361	Collection Sewers - Gravity_____	98,060	0	_____	98,060
362	Special Collecting Structures_____	_____	_____	_____	_____
363	Services to Customers_____	15,170	0	_____	15,170
364	Flow Measuring Devices_____	_____	0	_____	0
365	Flow Measuring Installations_____	68	_____	_____	68
370	Receiving Wells_____	17,577	0	_____	17,577
371	Pumping Equipment_____	1,464	_____	_____	1,464
380	Treatment and Disposal Equipment_____	96,097	_____	_____	96,097
381	Plant Sewers_____	_____	_____	_____	_____
382	Outfall Sewer Lines_____	336	_____	_____	336
389	Other Plant and Miscellaneous Equipment_____	548	0	_____	548
390	Office Furniture and Equipment_____	325	0	_____	325
391	Transportation Equipment_____	760	0	650	110
392	Stores Equipment_____	_____	_____	_____	_____
393	Tools, Shop and Garage Equipment_____	94	0	_____	94
394	Laboratory Equipment_____	_____	0	_____	0
395	Power Operated Equipment_____	250	_____	_____	250
396	Communication Equipment_____	_____	_____	_____	_____
397	Miscellaneous Equipment_____	_____	_____	_____	_____
398	Other Tangible Plant_____	_____	_____	_____	_____
	Total Wastewater Plant_____	\$ 270,328	\$ 0	\$ 650	\$ 269,678 *

* This amount should tie to sheet F-5.

CONSENT AND AGREEMENT TO SALE OF BREEZE HILL

This Consent and Agreement To Sale of Breeze Hill is made this 29 day of April, 2003, by and between Bieber Enterprises, Inc., a Florida corporation ("Bieber Enterprises"), Terrance W. Hartigh, individually ("Terry Hartigh"), Calvin C. Blake, individually ("Calvin C. Blake"), Cal Clair, Inc., a Florida corporation ("Cal Clair"), and Paul E. Bieber ("Paul E. Bieber"), who state as follows:

WHEREAS, on or about April 13, 2001, Paul E. Bieber sold all of his stock in Bieber Enterprises to Terry Hartigh.

WHEREAS, Bieber Enterprises owns a residential real estate development located in Polk County, Florida, commonly referred to as Breeze Hill ("Breeze Hill").

WHEREAS, as part of the before stated sale and purchase, Bieber Enterprises and Terry Hartigh executed that certain Promissory Note in favor of Paul Bieber in the original principal amount of \$138,000.00, bearing interest at the rate of seven and one-half percent (7.5%) per annum, with said Promissory Note being dated April 13, 2001 (the "Promissory Note").

WHEREAS, the Promissory Note is secured by a mortgage creating a first lien on the Breeze Hill property, dated April 13, 2001, and recorded in O.R. Book 4678, Page 1939, Public Records of Polk County, Florida (the "Mortgage"), together with all of the stock of Bieber Enterprises, pursuant to that certain Assignment, Pledge and Security Agreement, dated April 13, 2001 (the "Security Agreement").

WHEREAS, Bieber Enterprises and Terry Hartigh have agreed to sell Breeze Hill to Cal Clair. Simultaneously with said closing, Bieber Enterprises and/or Terry Hartigh will pay down the Promissory Note to an outstanding principal balance of \$100,000.00. Upon such payment, Cal Clair and Calvin C. Blake have agreed to become co-makers on the Promissory Note, as amended; provided, however, that Bieber Enterprises and Terry Hartigh shall not be released from any liability thereunder. Bieber Enterprises, Terry Hartigh, Cal Clair, and Calvin C. Blake shall all be makers and obligors on the Promissory Note, as amended, and Bieber Enterprises, Terry Hartigh, Cal Clair, and Calvin C. Blake shall all be jointly and severably liable for all debt evidenced thereby. Cal Clair has also agreed to join in the Mortgage as a mortgagor therein.

WHEREAS, Paul E. Bieber has agreed to consent to said sale and purchase pursuant to the terms contained herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The above Recitals are true and correct and are made a part of this Agreement.
2. Paul E. Bieber consents to the sale of the Breeze Hill property from Bieber Enterprises and Terry Hartigh to Cal Clair on the following terms and conditions, all of which are material conditions precedent to the said consent of Paul E. Bieber, to wit:
 - A. Simultaneously with the closing, Bieber Enterprises and/or Terry Hartigh shall pay down the Promissory Note to an outstanding principal balance of \$100,000.00. Following such payment, Cal Clair and Calvin C. Blake shall become a co-makers on the Promissory Note, along with Bieber Enterprises and Terry Hartigh. Cal Clair, Calvin C. Blake, Bieber Enterprises and Terry Hartigh shall all be and continue to be jointly and severably liable for all debt evidenced by the Promissory Note, as amended. The Promissory Note shall be amended to provide that the outstanding principal balance thereon shall be \$100,000.00, upon the sale of the Breeze Hill property from Bieber Enterprises to Cal Clair. Monthly payments of principal and interest shall continue to be made on the first day of each month in the amount of \$1,115.80, with a final balloon payment of all unpaid principal and accrued interest being due and payable in full on or before November 1, 2003.
 - B. Cal Clair shall join in the Mortgage as a mortgagor therein, and shall assign, pledge, and mortgage all of its interest in the Breeze Hill property to Paul E. Bieber as security for the repayment of the Promissory Note, as amended. Bieber Enterprises shall continue to be liable for all covenants, conditions, obligations, and liabilities under the Mortgage.
 - C. All stock of Bieber Enterprises held by Terry Hartigh, or anyone else, shall continue to act as security for the full and prompt payment of the Promissory Note, as amended.
 - D. Cal Clair and Calvin C. Blake hereby agree that Paul E. Bieber shall continue to have the right to utilize the shop and shop area of Breeze Hill to park his truck and lawn equipment, and Paul E. Bieber shall additionally have the right to continue to utilize the 2 boat docks which he is currently using at Breeze Hill, all as previously agreed to by Paul E. Bieber and Terry Hartigh. Cal Clair and Calvin C. Blake agree to execute and record in the public records of Polk County, FL any further documentation to evidence these rights. These rights cannot be rescinded without the prior written consent of Paul E. Bieber.
 - E. Cal Clair, Calvin C. Blake, Bieber Enterprises, and Terry Hartigh shall jointly and severably be liable for all recording costs, documentary stamp taxes, and intangible taxes due and payable as a result of the above state modifications to the Promissory Note and Mortgage.

- F. The parties acknowledge that Cheryl M. Martin, CPA currently collects holds the maintenance fee payments for Breeze Hill, and utilizes said monies to pay Paul E. Bieber under the Promissory Note. The parties agree that Cheryl M. Martin, CPA shall continue to collect and hold said maintenance fees and pay Paul E. Bieber for amounts due under the Promissory Note, as amended, from said maintenance fees, until Paul E. Bieber is paid in full. Terry Hartigh, Bieber Enterprises, Cal Clair, and Calvin C. Blake, as applicable, shall instruct Cheryl M. Martin, CPA to continue to follow this procedure.
- G. The parties anticipate that closing of the sale and purchase of Breeze Hill will occur prior to May 1, 2003. The consent and agreement of Paul E. Bieber contained herein shall be valid only until May 15, 2003. In the event that said sale and purchase has not closed prior to such date, then this consent and agreement, and all related documents, shall automatically become null and void.
- H. This agreement and the consent of the Paul E. Bieber contained herein is based upon the subject sale and purchase being structured so that Bieber Enterprises, Inc. sells and transfer the Breeze Hill property to Cal Clair. In the event that the transaction occurs in any other manner, then the subject documents must be adjusted accordingly, or the consent of Paul E. Bieber shall immediately become null and void.

3. In the event that any one or more of the above stated conditions precedent fails to occur for any reason, or in the event that any matters contained herein fail to be true and correct, then the consent of Paul E. Bieber to the sale of Breeze Hill stated herein shall immediately and automatically be null and void.

4. The parties hereto acknowledge and agree the Peterson & Myers, P.A. and Keith H. Wadsworth represent Paul E. Bieber only, and do not represent Bieber Enterprises, Terry Hartigh, Cal Clair, or Calvin C. Blake. All parties have been advised to seek independent counsel and representation in this transaction. Neither Peterson & Myers, P.A. nor Keith H. Wadsworth have given any counsel, opinion or advise to Bieber Enterprises, Terry Hartigh, Cal Clair, or Carl C. Blake as to any part of this transaction.

5. This agreement shall be binding upon the parties hereto, their successors and assigns. In the event of any claim, action, or suit regarding this agreement shall arise, then the prevailing party shall be entitle to recover attorney fees and costs, at both the trial and appellate levels. Venue for any action regarding this agreement, and any of the documents related hereto, shall be in Polk County, Florida.

IN WITNESS WHEREOF, the parties have executed this consent and agreement on the _____ day of _____ 2003.

Bieber Enterprises, Inc.,
a Florida corporation

Marcelin D. Kuehn
witness:

By: Terrance W. Hartigh
Terrance W. Hartigh, President

Brendan Clark
witness:

Cal Clair, Inc.,
a Florida corporation

Marcelin D. Kuehn
witness:

By: Calvin C. Blake
Calvin C. Blake, President

Brendan Clark
witness:

Marcelin D. Kuehn
witness:

Terrance W. Hartigh
Terrance W. Hartigh, individually

Brendan Clark
witness:

Marcelin D. Kuehn
witness:

Calvin C. Blake
Calvin C. Blake, individually

Brendan Clark
witness:

Marceline D. Kuske
witness:

Brenda McCrack
witness:

Paul E. Bieber
Paul E. Bieber

APPLICATION FOR SALE OF FACILITIES
PART II - FINANCIAL AND TECHNICAL INFORMATION

E)

Exhibit 3

The total purchase price of \$695,000 is allocated as follows:

Nonutility property - Breeze Hill Mobile Home Park	\$495,000.00
Utility property	<u>\$200,000.00</u>
Total purchase price	\$695,000.00
Downpayment	- 40,000.00
Net of buyer closing costs and adjustments for taxes	843.91
Cash paid at closing	<u>-160,843.91</u>
Amount of financing	\$495,000.00

Financing of \$495,000.00 is as follows:

Buyer assumed \$100,000.00 mortgage balance due to Paul Bieber, payable in monthly installments, with a balloon payment due November 1, 2003.

Seller financing is provided as follows:

Deferred payment note of \$50,000.00 payable on or before October 30, 2003

Recorded mortgage of \$345,000.00, payable in monthly installments, with a balloon payment due October 28, 2005.

**REAL ESTATE TITLE SERVICES, INC.
OFFICE BOX**

120 E. Stuart Avenue
Lake Wales, FL 33853

This document prepared by and return to:
Keith H. Wadsworth
Peterson & Myers, P.A.
130 East Central Ave.
Lake Wales, FL 33853

THIS MORTGAGE MODIFICATION AND ASSUMPTION AGREEMENT SECURES A PROMISSORY NOTE, AS AMENDED, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$138,000.00, UPON WHICH FLORIDA DOCUMENTARY STAMP TAXES AND NON-RECURRING INTANGIBLE TAXES HAVE PREVIOUSLY BEEN PAID IN FULL. SAID AMENDMENT TO PROMISSORY NOTE ADDS ADDITIONAL OBLIGORS, THEREFORE FLORIDA DOCUMENTARY STAMP TAXES ARE BEING PAID HEREWITH ON THE CURRENT OUTSTANDING PRINCIPAL BALANCE OF SAID PROMISSORY NOTE.

MORTGAGE MODIFICATION AND ASSUMPTION AGREEMENT

THIS MORTGAGE MODIFICATION AND ASSUMPTION AGREEMENT (the "Agreement") is made this 29 day of April, 2003, by and between Bieber Enterprises, Inc., a Florida corporation ("Bieber Enterprises"), Terrance W. Hartigh, individually ("Terry Hartigh"), Calvin C. Blake, individually ("Calvin C. Blake"), Cal Clair, Inc., a Florida corporation ("Cal Clair"), and Paul E. Bieber ("Paul E. Bieber" or "Morgagee"), who state as follows:

WHEREAS, Bieber Enterprises previously executed and delivered to Morgagee that certain real estate mortgage dated April 13, 2001, and recorded in Official Records Book 4678, Page 1939, public records of Polk County, Florida (the "Mortgage"), which Mortgage secures that certain promissory note, dated April 30, 1998, in the original principal amount of \$138,000.00, executed by the Mortgagor in favor of the Morgagee (the "Promissory Note"), with a current outstanding principal balance of \$100,000.00.

WHEREAS, Bieber Enterprises, Terry Hartigh, Calvin C. Blake, and Cal Clair, together with the Morgagee have agreed to modify and restate the terms of the Promissory Note, pursuant to the terms of that certain First Amended and Restated Promissory Note attached hereto (the "First Amended Promissory Note").

WHEREAS, Bieber Enterprises and Terry Hartigh have agreed to sell the primary asset of Bieber Enterprises to Cal Clair, consisting of a residential real estate development located in Polk County, Florida commonly referred to as Breeze Hill, which is encumbered by the above stated Mortgage, being more particularly described on Exhibit "A" attached hereto (the "Property").

WHEREAS, Cal Clair has agreed to join the Mortgage as the owner of the subject property; provided, however, that Bieber Enterprises and Terry Hartigh shall not be released from any

provided, however, nothing contained herein shall obligate the Mortgagee to agree to any further extension or modification in the future.

6. Except as amended simultaneously herewith, the Promissory Note, the First Amended Promissory Note, and the Mortgage, as modified, and other loan documents related thereto shall remain in full force and effect between the parties hereto and nothing provided for herein shall be construed to impair the lien or encumbrance of the Mortgage, or the unpaid balance of the debts secured thereby, and the Mortgagor hereby ratifies and confirms all provisions contained therein.

SIGNATURES ON FOLLOWING PAGE

Dated the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGORS:

Bieber Enterprises, Inc.,
a Florida corporation

By: Terrance W. Hartigh
Terrance W. Hartigh, President

Marcelin D. Kuska
witness:

Brendan Clark
witness:

Cal Clair, Inc.,
a Florida corporation

By: Calvin C. Blake
Calvin C. Blake, President

Marcelin D. Kuska
witness:

Brendan Clark
witness:

Terrance W. Hartigh
Terrance W. Hartigh, individually

Marcelin D. Kuska
witness:

Brendan Clark
witness:

Margolin D. Kuske
witness:

Brenda McClark
witness:

Calvin C. Blake
Calvin C. Blake, individually

MORTGAGEE:

Margolin D. Kuske
witness:

Brenda McClark
witness:

Paul E. Bieber
Paul E. Bieber

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 29 day of April, 2003, by Terrance W. Hartigh, as President of Bieber Enterprises, Inc., who is personally known to me or who have shown Dr. H.C. as identification.

(SEAL)



B. Clark
MY COMMISSION # DD177309 EXPIRES
February 3, 2007
BONDED THRU TROY FARM INSURANCE, INC.

B. Clark
Printed Name:
Notary Public
My commission expires:

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 25th day of April, 2003, by Calvin C. Blake, as President of Cal Clair, Inc., who is personally known to me or who have shown Canadian Delta as identification.

(SEAL)



B. Clark
MY COMMISSION # DD177309 EXPIRES
February 3, 2007
BONDED THRU TROY FAIN INSURANCE INC.

B Clark

Printed Name:
Notary Public
My commission expires:

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 25th day of April, 2003, by Terrance W. Hartigh, who is personally known to me or who have shown _____ as identification.

(SEAL)



B. Clark
MY COMMISSION # DD177309 EXPIRES
February 3, 2007
BONDED THRU TROY FAIN INSURANCE INC.

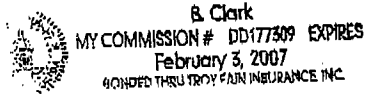
B Clark

Printed Name:
Notary Public
My commission expires:

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 29th day of April, 2003, by Calvin C. Blake, who is personally known to me or who have shown Canadian D.Lic as identification.

(SEAL)

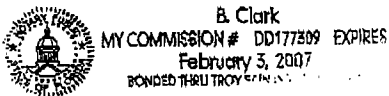


B Clark
Printed Name:
Notary Public
My commission expires:

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 29th day of April, 2003, by Paul E. Bieber, who is personally known to me or who have shown Florida D.Lic as identification.

(SEAL)



B Clark
Printed Name:
Notary Public
My commission expires:

**FIRST AMENDED AND RESTATED
PROMISSORY NOTE**

This First Amended and Restated Promissory Note is made this 29 day of April, 2003, by and between Bieber Enterprises, Inc., a Florida corporation ("Bieber Enterprises"), Terrance W. Hartigh, individually ("Terry Hartigh"), Calvin C. Blake, individually ("Calvin C. Blake"), Cal Clair, Inc., a Florida corporation ("Cal Clair"), and Paul E. Bieber ("Paul E. Bieber" or "Payee"), who state as follows:

WHEREAS, Bieber Enterprises and Terry Hartigh previously executed that certain Promissory Note in favor of Paul Bieber in the original principal amount of \$138,000.00, bearing interest at the rate of seven and one-half percent (7.5%) per annum, with said Promissory Note being dated April 13, 2001 (the "Promissory Note").

WHEREAS, the Promissory Note is secured by a mortgage dated April 13, 2001, and recorded in O.R. Book 4678, Page 1939, Public Records of Polk County, Florida (the "Mortgage"), together with all of the stock of Bieber Enterprises, Inc., pursuant to that certain Assignment, Pledge and Security Agreement, dated April 13, 2001 (the "Security Agreement").

WHEREAS, the Promissory Note has a current outstanding principal balance of \$100,000.00.

WHEREAS, the Promissory Note currently contains a balloon payment on May 1, 2006, and the parties have agreed to amend and restate the Promissory Note as further provided herein.

WHEREAS, Cal Clair and Calvin C. Blake agree to become a co-maker on the Promissory Note, as amended herein; provided, however, that Bieber Enterprises and Terry Hartigh shall not be released from any liability thereunder. Bieber Enterprises, Terry Hartigh, Cal Clair, and Calvin C. Blake shall all be makers and obligors on the Promissory Note, as amended herein, and Bieber Enterprises, Terry Hartigh, Cal Clair and Calvin C. Blake shall all be jointly and severably liable for all debt evidenced thereby, as amended.

NOW THEREFORE, for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Promissory Note is hereby amended and restated in its entirety, to read as follows:

For value received, Bieber Enterprises, Terry Hartigh, Cal Clair, and Calvin C. Blake (collectively the "Makers") jointly and severably all promise to pay to Paul E. Bieber, or his order, at 152 Breeze Hill, Lake Wales, Florida 33853, or such other place as indicated from time to time by the said Payee, the principal sum of \$100,000.00, with interest on the unpaid principal balance at the rate of seven and one-half percent (7.5%) per annum, payable according to the following schedule:

Beginning on the first day of June, 2003, and continuing on the first day of each consecutive month thereafter, Makers shall pay equal monthly payments of principal and interest to Paul E. Bieber of \$1,115.80, until the final balloon payment due and payable on the first day November, 2003 (the "Maturity Date"), at which time all outstanding principal and accrued interest shall be due and payable in full.

A 5% late fee shall automatically apply to any payments not received within 10 days of its due date. Payments shall apply first to late fees, then interest, and then to principal. Maker shall have the right, at any time, to pay off the entire principal balance, and accumulated interest, or any part thereof, without penalty therefor. Any partial prepayment will not change the due dates or amount of the installment payments required under this note.

If any payment required to be paid under this note is not paid in full on or before its due date or Maker defaults in the performance of any agreement contained in this note, the Mortgage, or the Security Agreement, and such default continues for a period of thirty (30) days, then, at the option of the Payee, the full amount of unpaid principal and interest and other charges owing under this note shall become immediately due and payable, without demand or notice, and all amounts owing under this note shall then commence to bear interest at the highest rate then allowed by the laws of the State of Florida.

This note is negotiable. Makers hereby waive demand, notice of dishonor, presentment, and protest.

In the event this note shall be collected by legal process or by an attorney, the Makers jointly and severally agree to pay the reasonable costs and expenses incurred by the holder or holders of this note in collecting the sums due under it, including, without limitation, reasonable attorneys' fees incurred at the trial level and with respect to all appeals.

This note shall be governed as to validity, interpretation, construction, effect, and all other respects by the laws of the State of Florida. Furthermore, the venue of any legal proceeding instituted for the purpose of enforcing this note shall be in Polk County, Florida

IN WITNESS HEREOF, the parties have executed this First Amended and Restated Promissory Note on the 29 day of April 2003.

MAKERS:

Bieber Enterprises, Inc.,
a Florida corporation

By: Terrance W. Hartigh
Terrance W. Hartigh, President

Marcelin D. Kuska
witness:

Brenda M Clark
witness:

Cal Clair, Inc.,
a Florida corporation

By: Calvin C. Blake
Calvin C. Blake, President

Marcelin D. Kuska
witness:

Brenda M Clark
witness:

Terrance W. Hartigh
Terrance W. Hartigh, individually

Marcelin D. Kuska
witness:

Brenda M Clark
witness:

Calvin C. Blake
Calvin C. Blake, individually

Marcelin D. Kuska
witness:

Brenda M Clark
witness:

PAYEE:

Marcelin D. Kuske

witness:

Brenda McCork

witness:

Paul E. Bieber

Paul E. Bieber

EXHIBIT 3
12 OF 17

PROMISSORY NOTE

\$ 50,000.00 LAKE WALES, Florida
April 29th 2003

For value received, the undersigned jointly and severally agrees and promises to pay to the order of:
BIEBER ENTERPRISES, INC.

the principal sum of \$ 50,000.00 with interest thereon at the rate of _____ per centum per annum from the date hereof until maturity, the interest being payable as set forth below in lawful money of the United States of America at: 6505 Bella Vista #302, Rockford, MI 49341

or such other address as the holder from time to time may specify by written notice to the maker, the principal and interest to be paid as follows:

The principal sum of \$50,000.00 shall be paid to the payee on or before October 30, 2003.

Prepayment may be made at any time without penalty.

copy

The indebtedness evidenced by this note may be prepaid in whole or in part at any time without penalty or premium. If there is a default in payment of any of the sums or interest or in the performance of any agreements contained herein and it continues for a period of **FIFTEEN (15)** days then, at the option of the holder of the note, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectible without notice, time being of the essence of this contract, and the principal sum and accrued interest shall both bear interest at the highest rate allowable by law from the date of default until paid. All sums paid under this note shall be credited first to accrued interest and then to principal.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay reasonable attorneys' fees and expenses in the enforcement of this note prior or subsequent to judgment and in any and all trial and appellate tribunals, whether suit be brought or not if, after maturity of this note or default, counsel shall be employed to collect this note.

CAL CLAIR, INC.

MAKER'S ADDRESS:
1318 W. Land Avenue
Tavares, FL 32778

By: *Calvin C. Blake* (Seal)
CALVIN C. BLAKE, PRESIDENT
(Corporate Seal)

This Document Prepared By and Return to:
Brenda M. Clark
Real Estate Title Services, Inc.
120 E. Stuart Avenue
Lake Wales, FL 33853
03-2296

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ 326,329.40 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

This Mortgage Deed

Executed the 29th day of April A.D. 2003 by
CAL CLAIR, INC., a corporation existing under the laws of the State of Florida
hereinafter called the mortgagor, to
BIEBER ENTERPRISES, INC.

hereinafter called the mortgagee;

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in POLK County, Florida viz:

PARCEL 1: COMMENCE AT THE N.W. CORNER OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA THENCE RUN ON AN ASSUMED BEARING OF N 89°22'30" E 625.92 FEET ALONG THE NORTH LINE OF SAID SECTION; THENCE S 00°16'17" E 50.31 FEET TO THE POINT OF BEGINNING; THENCE S 00°16'17" E 207.82 FEET; THENCE S 56°13'58" W 244.67 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WALK-IN-WATER ROAD, THENCE N 43°50'22" W 164.36 FEET ALONG SAID RIGHT-OF-WAY; THENCE 51°24'05" E 23.88 FEET; THENCE N 00°45'25" W 208.02 FEET; THENCE N 89°33'02" W 300.34 FEET, RETURNING TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE N.W. CORNER OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 32, ON AN ASSUMED BEARING OF N 89°22'30" E 625.92 FEET; THENCE S 00°16'17" E 258.13 FEET, THENCE S 56°13'58" W, 244.67 FEET; TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WALK-IN-WATER ROAD FOR THE POINT OF BEGINNING; THENCE S 43°50'22" E, 1035.49 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 1 AT WALK-IN-WATER VILLAGE, UNIT THREE, AS RECORDED IN PLAT BOOK 73, PAGE 14, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THENCE N 46°09'38" E, 25.00 FEET ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT 1; THENCE N 43°50'22" W, 1031.05 FEET; THENCE S 56°13'58" W 25.39 FEET RETURNING TO THE POINT OF BEGINNING.

PARCEL II: TRACTS A, B, C, D, AND E, OF WALK IN THE WATER VILLAGE, UNIT ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGE 38, PUBLIC RECORDS OF POLK COUNTY FLORIDA; AND TRACT F OF WALK IN THE WATER VILLAGE, UNIT TWO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 4, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

THIS IS A SECOND MORTGAGE. A breach of the first mortgage shall constitute a breach of this mortgage and entitle the Mortgagee to make the payment on the first mortgage and bring a foreclosure proceeding for said breach.

(Continued on Attached)

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances **except those of record.**

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified, to-wit:
See Attached Note.

and shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than **highest insurable amount** in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within THIRTY (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ 326,329.40 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed and delivered in the presence of:

CAL CLAIR, INC.

Marcolin D. Kuske
Printed Name: Marcolin D. Kuske
Witness

By: Calvin C. Blake L.S.
CALVIN C. BLAKE, PRESIDENT
P.O. Address:

Kristina M. Frank
Printed Name: Kristina M. Frank
Witness

(Corporate Seal)

STATE OF Florida
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 29th day of April, 2003 by CALVIN C. BLAKE, PRESIDENT of CAL CLAIR, INC., a Florida Corporation, on behalf of the corporation he is personally known to me or he has produced his Florida driver's license as identification.



B. Clark
MY COMMISSION # DD177309 EXPIRES
February 3, 2007
BONDED THROUGH TROY FARM INSURANCE, INC.

B. Clark
Printed Name: B. Clark
Notary Public
My Commission Expires:

Any decree of foreclosure of this mortgage shall include all costs, expenses, and fees, including reasonable attorneys' fees and cost of title search. In case such foreclosure suit is settled before judgment is recorded therein such costs, expenses and fees shall nevertheless be paid by Mortgagor

If the mortgaged property or any part thereof shall be condemned and taken under the power of eminent domain, all damages and awards for the property so taken, to the amount then unpaid on the indebtedness hereby secured, shall be paid to the Mortgagee, and such amount shall be credited on the indebtedness secured hereby and may, at the option of the Mortgagee, be applied to the last maturing installments. The balance of such damages and awards, if any, shall be paid to Mortgagor.

If a conveyance should be made by the Mortgagor of the premises herein described, or any part thereof, without prior written consent of the Mortgagee and upon the terms and at such rate as Mortgagee shall request, then in such event, and at the option of the Mortgagee, all sums of money secured hereby shall immediately and concurrently with such conveyance become due and payable.

Prepayment may be made at any time without penalty.

Failure by the Mortgagors herein to comply with the tax and insurance requirements set forth herein shall be a material breach of this mortgage, for which the Mortgagee would have the right to foreclosure.

Mortgagor will provide to Mortgagee proof of renewal of insurance coverage at each renewal period.

MORTGAGE NOTE

345,000.00

LAKE WALES

Florida

April 29th 2003

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to
BIEBER ENTERPRISES, INC.

or order, in the manner hereinafter specified, the principal sum of
THREE HUNDRED FORTY-FIVE THOUSAND AND - - - - - NO /100 DOLLARS
(\$ 345,000.00) with interest from date at the rate of 8.000 per cent per annum on the balance from time to time
remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at
6505 Bella Vista #302, Rockford, MI 49341

or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Principal and accrued interest, at the rate of EIGHT (8.0%) percent, per annum, payable in equal monthly installments of \$2885.72 each, commencing on the 28th day of May, 12003 and continuing on the 28th day of each and every month thereafter until October 28, 2005, when the remaining principal and accrued interest, if any, shall be paid in full.

Prepayment may be made at any time without penalty.

This note is secured by a second purchase money mortgage of even date herewith, executed by maker in favor of the herein named payee and is given as part of the purchase price for the real property described in said mortgage.

In the event of default under this note, the unpaid balance of the principal sum of the debt evidenced by this note and interest thereon shall immediately become due and payable, and the mortgage securing such debt shall become subject to foreclosure proceedings, at the election of the holder.

If any one payment is made more than thirty (30) days after the date which it is due, the payee shall, at his option, immediately resume control of all accounts receivable and accounts payable without interference from the maker.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida
Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.
CAL CLAIR, INC.

Maker's Address
1318 W. Land Avenue
Tavares, FL 32778

By: Calvin C. Blake (Seal)
CALVIN C. BLAKE, PRESIDENT
(Corporate Seal)

APPLICATION FOR SALE OF FACILITIES
PART II FINANCIAL AND TECHNICAL INFORMATION

G)

Exhibit 4 - The proposed net book value of the system as of the date of the proposed transfer is as follows:

	Water	Wastewater
Net book value 8/14/02	\$68,257	\$45,552
Adjustments per 2002 Annual Report:		
2002 Asset dispositions:		
Less asset cost	-650	-650
Add back accumulated depreciation	293	293
2002 Depreciation	-4,683	-4,623
2002 CIAC amortization	1,135	2,019
Adjustments 1/1/03 - 4/29/03:		
Depreciation	-1,440	-1,487
CIAC Amortization	<u>350</u>	<u>648</u>
Net book value as of 4/29/03	<u>\$63,262</u>	<u>\$41,752</u>

Exhibit 5

No acquisition adjustment requested.

Exhibit 6

Cal Clair, Inc. has obtained copies of all federal income tax returns of the seller from the date the rate base was last established by the Commission.

Exhibit 7

Cal Clair, Inc. believes the system being acquired to be in satisfactory condition and in reasonable compliance with all applicable standards set by the Department of Environmental Protection.

Parcel ID Number:

43°50'22" W, 1031.05 FEET; THENCE S 56°13'58" W 25.39 FEET RETURNING TO THE POINT OF BEGINNING.

PARCEL II: TRACTS A, B, C, D, AND E, OF WALK IN THE WATER VILLAGE, UNIT ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGE 38, PUBLIC RECORDS OF POLK COUNTY FLORIDA; AND TRACT F OF WALK IN THE WATER VILLAGE, UNIT TWO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGE 4, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Subject to current taxes, easements and restrictions of record. Restrictions, if any, are not reimposed hereby.

WATER TARIFF

Cal Clair, Inc. dba

Breeze Hill Utility
NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

Cal Clair, Inc. dba

Breeze Hill Utility
NAME OF COMPANY

360 Breeze Hill

Lake Wales, FL 33853

(ADDRESS OF COMPANY)

(863) 696-1666
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

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Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Polk

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

Calvin C. Blàke
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

PARCEL 1

Commence at the N.W. Corner of Section 32, Township 30 S., Range 29 E. in Polk County, Florida; thence run on an assumed bearing of N. 89° 22'30" E. 625.92' along the North line of said Section; thence S. 00° 16'17" to the point of beginning; thence S. 00° 16'17" E. 207.82'; thence S. 56° 13'58" W. 244.67' to a point on the Northeasterly right-of-way line of WALK-IN-WATER ROAD; thence N. 43° 50'22" W. 164.36' along said right-of-way; thence N. 51° 24'05" E. 23.88'; thence N. 00° 45'25" W. 208.02'; thence N. 89° 33'02" E. 300.34', returning to the point of beginning, containing 1.93 acres, more or less.

TOGETHER with an easement for utilities over and across the following described property:

Commence at the N.W. corner of Section 32, Township 30 S., Range 29 East in Polk County, Florida; thence run along the North line of said Section 32, on an assumed bearing of N. 89° 22'30" E. 625.92" thence S. 00° 16'17" E. 258.13', thence S. 56° 13'58" W. 244.67' to the Northeasterly right-of-way line of WALK-IN-WATER ROAD for the point of beginning; thence S. 43° 50'22" E. 1035.49' along said right-of-way line to the Southwesterly corner of Lot 1 at WALK-IN-WATER VILLAGE, UNIT THREE, as recorded in Plat Book 73, Page 14, of the public records of Polk County, Florida; thence N. 46° 09'38" E, 25.00 along the Northwesterly boundary line of said Lot 1; thence N. 43° 50' 22" W. 1031.05'; thence S. 56° 13' 58" W. 25.39" returning to the point of beginning.

PARCEL II

Tracts A, B, C, D, and E, of WALK IN THE WATER VILLAGE - UNIT ONE, according to the map or plat thereof as recorded in Plat Book 64, Page(s) 38, Public Records of Polk County, Florida; and Tract F of WALK IN THE WATER VILLAGE - UNIT TWO, according to the map or plat thereof as recorded in Plat Book 66, Page 4, Public Records of Polk County, Florida.

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

COMMUNITIES SERVED LISTING

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

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.

- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.

- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

(Continued from Sheet No. 6.0)

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Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

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

8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

10.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

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

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

12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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

(Continued on Sheet No. 9.0)

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

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

17.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 ALL WATER THROUGH METER - That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 METER ACCURACY REQUIREMENTS - All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

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Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

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 -
- RATE - Not Applicable

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING -

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - Flat rate of \$11.00

MINIMUM CHARGE - \$11.00

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	<u> </u>	<u> </u>
1 1/2"	<u> </u>	<u> </u>
Over 2"	<u> </u>	<u> </u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the 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 met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

METER TEST DEPOSIT

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

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

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

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

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 require multiple actions.

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

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

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

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ 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	\$ ¹	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

Calvin C. Blake
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	21.0
APPLICATION FOR WATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

Application Form

Name _____

Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water ____ Wastewater ____ Both ____

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered - Monthly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require written notice within 10 days prior to the date the Customer desires to terminate service.

Signature

Date

Calvin C. Blake
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

COPY OF CUSTOMER'S BILL

Calvin C. Blake
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET 22.1

Cal Clair, Inc. D/B/A Breeze Hill Utility

P O Box 1408
Lake Wales, FL 33859-1408

Invoice

Date	Invoice #
5/15/2003	1

Bill To

P.O. No.	Terms	Project
----------	-------	---------

Quantity	Description	Rate	Amount
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Total	\$0.00
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NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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

Calvin C. Blake
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET NO. 24.0

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WATER TARIFF

SERVICE AVAILABILITY POLICY

Calvin C. Blake
ISSUING OFFICER

President
TITLE

WASTEWATER TARIFF

Cal Clair, Inc. dba

Breeze Hill Utility

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

Cal Clair, Inc. dba

Breeze Hill Utility
NAME OF COMPANY

360 Breeze Hill

Lake Wales, FL 33853

(ADDRESS OF COMPANY)

(863) 696-1666
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

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Communities Served Listing	4.0
Description of Territory Served	3.1
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Rates and Charges Schedules	11.0
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Service Availability Policy	21.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0-5.1
Territory Authority	3.0

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - Polk

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

PARCEL 1

Commence at the N.W. Corner of Section 32, Township 30 S., Range 29 E. in Polk County, Florida; thence run on an assumed bearing of N. 89° 22'30" E. 625.92' along the North line of said Section; thence S. 00° 16'17" to the point of beginning; thence S. 00° 16'17" E. 207.82'; thence S. 56° 13'58" W. 244.67' to a point on the Northeasterly right-of-way line of WALK-IN-WATER ROAD; thence N. 43° 50'22" W. 164.36' along said right-of-way; thence N. 51° 24'05" E. 23.88'; thence N. 00° 45'25" W. 208.02'; thence N. 89° 33'02" E. 300.34', returning to the point of beginning, containing 1.93 acres, more or less.

TOGETHER with an easement for utilities over and across the following described property:

Commence at the N.W. corner of Section 32, Township 30 S., Range 29 East in Polk County, Florida; thence run along the North line of said Section 32, on an assumed bearing of N. 89° 22'30" E. 625.92" thence S. 00° 16'17" E. 258.13', thence S. 56° 13'58" W. 244.67' to the Northeasterly right-of-way line of WALK-IN-WATER ROAD for the point of beginning; thence S. 43° 50'22" E. 1035.49' along said right-of-way line to the Southwesterly corner of Lot 1 at WALK-IN-WATER VILLAGE, UNIT THREE, as recorded in Plat Book 73, Page 14, of the public records of Polk County, Florida; thence N. 46° 09'38" E, 25.00 along the Northwesterly boundary line of said Lot 1; thence N. 43° 50' 22" W. 1031.05'; thence S. 56° 13' 58" W. 25.39" returning to the point of beginning.

PARCEL II

Tracts A, B, C, D, and E, of WALK IN THE WATER VILLAGE - UNIT ONE, according to the map or plat thereof as recorded in Plat Book 64, Page(s) 38, Public Records of Polk County, Florida; and Tract F of WALK IN THE WATER VILLAGE - UNIT TWO, according to the map or plat thereof as recorded in Plat Book 66, Page 4, Public Records of Polk County, Florida.

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

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

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
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(Continued to Sheet No. 6.1)

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

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

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

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

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

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

(Continued on Sheet No. 8.0)

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

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 -
- RATE - Not Applicable

MINIMUM CHARGE -

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

EFFECTIVE DATE -

TYPE OF FILING -

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - Flat rate of \$8.00

MINIMUM CHARGE - \$8.00

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

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>N/A</u>	<u>N/A</u>
1"	_____	_____
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.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the 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 met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

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

EFFECTIVE DATE

TYPE OF FILING - Transfer of Certificate

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ 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>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	
or		
Residential-per lot (__)foot frontage	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -
TYPE OF FILING - Transfer of Certificate

Calvin C. Blake
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

Calvin C. Blake
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET NO. 18.0

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Calvin C. Blake
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility
WASTEWATER TARIFF

Application Form

Name _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water ____ Wastewater ____ Both ____

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require written notice within 10 days prior to the date the Customer desires to terminate service.

Signature

Date

Calvin C. Blake
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Calvin C. Blake
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET NO. 20.

Cal Clair, Inc. D/B/A Breeze Hill Utility

P O Box 1408
Lake Wales, FL 33859-1408

Invoice

Date	Invoice #
5/15/2003	1

Bill To

P.O. No.	Terms	Project
----------	-------	---------

Quantity	Description	Rate	Amount
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Total	\$0.00
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NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 16.0
Service Availability Policy	22.0

Calvin C. Blake
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY Cal Clair, Inc. dba Breeze Hill Utility

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Calvin C. Blake
ISSUING OFFICER

President
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

598 - W

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

Bieber Enterprises, Inc. d/b/a
Breeze Hill Utilities

Whose principal address is:

152 Breeze Hill
Lake Wales, FL 33853-7300 (Polk County)

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

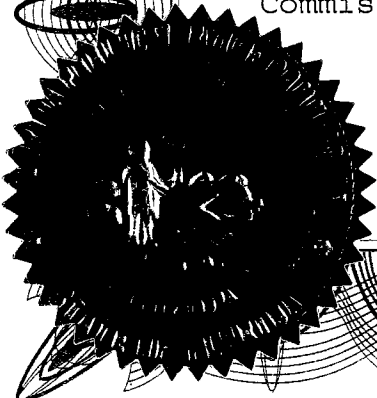
This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-98-1550-FOF-WS	DOCKET	971192-WS
ORDER	PSC-01-1985-FOF-WS	DOCKET	010801-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Blanca S. Lugo

Commission Clerk and Administrative Services Director



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

513 - S

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

Bieber Enterprises, Inc. d/b/a
Breeze Hill Utilities

Whose principal address is:

152 Breeze Hill
Lake Wales, FL 33853-7300 (Polk County)

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

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

ORDER	PSC-98-1550-FOF-WS	DOCKET	971192-WS
ORDER	PSC-01-1985-FOF-WS	DOCKET	010801-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Harold S. Byrd

Commission Clerk and Administrative Services Director

