040793-SU

#### APPLICATION FOR GRANDFATHER CERTIFICATE

(Pursuant to Section 367.171, Florida Statutes)

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

The undersigned hereby makes application for original certificate(s) to operate a water \_\_\_\_\_ and/or wastewater \_\_\_\_\_ utility in <u>OkeeChobee</u>\_\_\_\_\_ County, Florida, and submits the following information:

PART I

#### APPLICANT INFORMATION

Zachary Taylor Camping & Lodge, Inc.

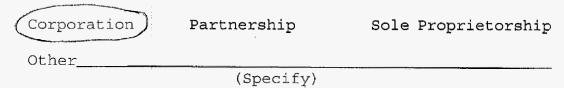
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Office street ad				
Okeechobee	FL	34970	+	
City	State		Zip Code	9
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Internet address B) The name, ad	dress and te		umber of	the person
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B) The name, ad contact cond <u>Charles</u> Name Kelly 2995 High	dress and te	elephone r	ion: (863)	763-3311
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DOCUMENT NUMBER-DATE

08201 JUL 28 3

FPSC-COMMISSION CLERK

C) Indicate the organizational character of the applicant: (circle one)



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

Freed - Presiden orles Freed - Vice President np5 SEE Seprate Sheet

E) If the applicant <u>is not</u> a corporation, list names and addresses of all persons or entities owning an interest in the organization. (Use additional sheet if necessary.)

#### PART II SYSTEM INFORMATION

- A) <u>WATER</u>
  - (1) Exhibit <u>N.A.</u> A statement describing the proposed type(s) of water service to be provided (i.e. potable, non-potable or both).
  - (2) Provide a description of the types of customers served (i.e., single family homes, mobile homes,

duplexes, commercial, etc.).

(3) Exhibit <u>N.A.</u> - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(4) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

N/A 

- (5) Indicate when the water utility system was established. N, A
- (6) Exhibit <u>W.A.</u> Evidence that the utility owns the land where the water treatment facilities are located. Or, if the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

#### B) **WASTEWATER**

 Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

Condminiums (88 Units)

- (2) Exhibit <u>N.A.</u> Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (3) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

# Permit # FLA 013910 August 4, 2003

- (4) Indicate when the wastewater utility system was established. <u>1978</u>. <u>3rd of Februar</u>
  (5) Exhibit <u>A (ute Film)</u>
  (5) Exhibit <u>A (ute Film)</u>
- (5) Exhibit the land where the wastewater treatment facilities are located. Or, if the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

#### PART III RATES AND TARIFFS

- A) Exhibit \_\_\_\_\_\_\_\_ AB (Late F. 12) date and under what authority the current rates and charges were established.
- B) Exhibit <u>AC</u> (Late +.1.) water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. Sample tariffs are enclosed with the application package.

#### PART IV TERRITORY DESCRIPTION AND MAPS

## A) <u>TERRITORY DESCRIPTION</u> R (Late File)

Exhibit  $\underbrace{0}_{1} \underbrace{0}_{2} \underbrace{0}_{2}$  - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility was serving or was authorized to

serve on the day Chapter 367, Florida Statutes, became applicable. If the water and wastewater service territories are different, provide separate descriptions.

B) TERRITORY MAPS

C (Late F. k) - One copy of an official county tax Exhibit assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

#### C) SYSTEM MAPS

Exhibit Dal Luke File) - One copy of detailed map(s) showing existing lines and facilities and the territory proposed to be served. Any requested territory not served at the time of application shall be specifically identified. Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

#### PART V FILING FEE

Indicate the filing fee enclosed with the application:

\_ (for water) and/or <u>\$ /00.00</u>\_\_\_\_ (for wastewater).

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

- (1) For applications in which the utility has the capacity to serve up to 100 ERC's, the filing fee shall be \$100.
- (2) For applications in which the utility has the capacity to serve from 101 to 200 ERC's the filing fee shall be \$200.

(3) For applications in which the utility has the capacity to serve from 201 ERC's to 500 ERC's the filing fee shall be \$500.

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

#### PART VI AFFIDAVIT

I <u>harks R Freed</u> (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 harles R Freed Applicant's Name (Typed) President Applicant's Title \* Subscribed and sworn to before me this <u>Jub</u> day in the month of in the year of 2004 by Charles Freed or produced identification is personally known to me Type of Identification Produced Notary Public's Signature ert Official Seal Leigh M, Stephens Notary Public, State of Florida My comm. expires ≋ay 18, 2007 Comm. No. DD 213378 Type or Stamp Commissioned Print Náme 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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#### **SEWAGE SYSTEM AGREEMENT**

AGREEMENT made and entered into this 23<sup>rd</sup> day of February, 1978 by and between ZACHARY TAYLOR CAMPING & LODGE, INC. A Florida corporation, 2995 Highway 441 South East, Okeechobee, Florida, herein called the First Party; and Taylor Creek Development, Inc., a Florida Corporation, or its assigns, of Collier Arcade, Fort Myers, Lee County, Florida, herein called Second Party. (The Taylor Creek Condo Association were the "assigns" approximately May, 1980) SEWAGE SYSTEM AGREEMENT

AGREEMENT made and entered into this <u>5</u><sup>4h</sup> day of October, 2002, by and between ZACHARY TAYOR CAMPING AND LODGE, INC., a Florida Corporation, 2995 Highway 441 Southeast, Okeechobee, Florida 34974, herein called the First Party; and TAYLOR CREEK CONDOMINIUM ASSOCIATION, INC. A Florida Corporation, 3124 Highway 441 Southeast, Okeechobee, Fl 34974, herein called the Second Party.

## WITNESSETH:

WHEREAS, First Party is the owner and operator of a RV park in Okeechobee County, Florida, which is located upon lands adjacent to certain lands owned by the Second Party. The Second Party will maintain the sewage line from the Second Party to the property of the First Party.

Second Party agrees to pay to First Party a monthly charge of \$21.92 per each condominium (88 units) or \$1928.96 per month and will be adjusted at the end of each calendar year and shall be increased or decreased in proportion to any increase or decrease by using the United States Living index. If it is no longer available, its equivalent, or its successor. The first adjustment to be January 1, 2003

In the event of surface water seepage or in the further event that sand should become prevalent, then the first party is authorized to engage a registered and licensed engineer to inspect the system or any part thereof which serves the lands of the Second Party. Should such report show that notwithstanding such conditions the system still meets the standards of the applicable State regulatory agency, then First Party shall be responsible for and pay for such

services and report. If, however, the report and study shows that the system does not comply with the standards of the applicable State regulatory agency and that corrective work is required, Second Party agrees that it shall be responsible for and shall, at its expense. Pay such engineering fees, as well as the cost of correcting said deficiencies.

First Party, at its expense, agrees to maintain its sewage treatment plant according to the standards and requirements of the applicable State regulatory agency and to keep it properly permitted at all times.

## SEWAGE SYSTEM AGREEMENT

First Party is hereby/granted permission and the right for its maintenance men and crews to go onto the property of Second Party at any reasonable time to check flow and lift stations, or stations and odometer clock. Second Party further agrees to maintain and furnish to First Party the required reports of flow in order to enable First Party to complete its reports required by the State of Florida.

In the event that the State of Florida or Okeechobee County Health Department were to require modifications of the sewage system of First Party in any way to meet additional standards or regulations, then and in such event, the charges herein provided for shall be increased in order that Second Party shall bear its proportionate share of the expenses of such modification.

In case the Sewage Plant is purchased by any other business or government, then this contract would continue after the consignment of this agreement. In any event, this agreement shall terminate Fifty (50) Years from the date hereof, unless mutually extended by the parties.

In no event, shall the First Party be liable to Second Party by any failure of the sewage plant (Sewage plant is inspected constantly by the State and yearly by the Local Health Department with heavy fines if maintenance is not kept up).

In connection to any litigation arising out of this agreement. Each Party will pay his or her costs of attorney fees and court costs. Including any appeals thereof.

This agreement shall be binding upon the parties hereto, their heirs, successors, or assigns

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

Attest: Secretary

ZACHARY TAYLOR CAMPING AND LODGE, INC. President

Attest: Secretary

TAYLOR CREEK CONDOMINIUM ASSOCIATION Jimmie J. Amick

President

## WASTEWATER TARIFF

Taching Tayloz Camping + Lodge, Inc. NAME OF COMPANY

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FILED WITH

#### FLORIDA PUBLIC SERVICE COMMISSION

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#### WASTEWATER TARIFF

Zachary Taylor Camping & Lodge, Inc. NAME OF COMPANY 2995 HWy 441 S.F. OKEEChobee, Fl 34974 (ADDRESS OF COMPANY) 863-763-3377 (Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Charles & Freed

NAME OF COMPANY Zach Taste Camprig & Ludge, Inc.

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WASTEWATER TARIFF

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Sheet Number

Communities Served Listing
Description of Territory Served
Index of
Rates and Charges Schedules
Rules and Regulations
Service Availability Policy
Standard Forms
Technical Terms and Abbreviations
Territory Authority

ALT LES R Freed ISSUING OFFICER President

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY	Zanbery Report Camping & Longe, Sto

WASTEWATER TARIFF

#### TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - O Keechobee

COMMISSION ORDER(s) APPROVING	TERRITORY SERVED -	TaylorC	reek Condo	ASSOCIATION
		Ta	y Lik Creek CC	ondominium)

Order Number Date Issued Docket Number Filing Type

(Continued to Sheet No. 3.1)

Murles R Freed

President. TITLE

ORIGINAL SHEET NO. 3.1

NAME OF COMPANY Zachary Taylor Camping & Lodge, Inc

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

#### DESCRIPTION OF TERRITORY SERVED

<u>Marles R Freed</u> ISSUING OFFICER <u>Gresiden</u> 6

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#### WASTEWATER TARIFF

## COMMUNITIES SERVED LISTING

	1		
County <u>Name</u>	Development <u>Name</u>	Rate Schedule(s) <u>Available</u>	Sheet No.
OKeechobee	Taylon Creek	GS	12.0
	Condomin		

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<u>Aurles RFreed</u> ISSUING OFFICER <u>Pres</u>, Jant

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#### Zaobary Taylor Camping & Linking, Pite

NAME OF COMPANY

#### WASTEWATER TARIFF

#### TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 <u>"BFC"</u> 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 <u>"CERTIFICATE"</u> A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 <u>"COMMISSION"</u> The shortened name for the Florida Public Service Commission.
- 4.0 <u>"COMMUNITIES SERVED"</u> 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 <u>"CUSTOMER"</u> 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 <u>"CUSTOMER'S INSTALLATION"</u> 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 "<u>MAIN</u>" A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 <u>"RATE"</u> Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption
- 10.0 <u>"RATE SCHEDULE"</u> 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 <u>"SERVICE"</u> 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)

ISSUING OFFICER

esident

NAME OF COMPANY \_\_\_\_\_\_ Zachary Taylor Camping & Differ, the

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 <u>"SERVICE CONNECTION"</u> The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 <u>"SERVICE LINES"</u> 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 <u>"TERRITORY"</u> 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.

SUING OFFICER

#### ORIGINAL SHEET NO. 6.0

Zantiary Taylor Camping & Longe, ho

NAME OF COMPANY \_\_\_\_

#### WASTEWATER TARIFF

#### INDEX OF RULES AND REGULATIONS

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Policy Dispute	7.0	2.0
Protection of Company's Property	9.0	13.0
Refusal or Discontinuance of Service	7.0	5.0

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(Continued to Sheet No. 6.1)

ISSUING OF

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WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

Issuing OFFICER

*Pres, de.T* TITLE

. . . .

NAME OF COMPANY Zachary Taylor Camping & Lodge, inc

WASTEWATER TARIFF

#### RULES AND REGULATIONS

1.0 <u>GENERAL INFORMATION</u> - 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 <u>POLICY DISPUTE</u> 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 <u>APPLICATION</u> 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 <u>APPLICATIONS BY AGENTS</u> Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> 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)

#### ORIGINAL SHEET NO. 8.0

#### NAME OF COMPANY Zachary Taylor Camping & Lodge, Inc

#### WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

8.0 <u>CONTINUITY OF SERVICE</u> - 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 <u>LIMITATION OF USE</u> - 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 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> 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 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> 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.

Not withstanding 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)

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#### NAME OF COMPANY \_\_\_\_\_Zachary Taylor Camping & Lodge, Inc

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 <u>ACCESS TO PREMISES</u> 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 <u>PROTECTION OF COMPANY'S PROPERTY</u> 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 <u>RIGHT-OF-WAY OR EASEMENTS</u> 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 <u>CUSTOMER BILLING</u> 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 <u>PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY</u> - 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)

NAME OF COMPANY Zaohary Taylor Camping & Lodge, inc.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 <u>DELINQUENT BILLS</u> 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 <u>TERMINATION OF SERVICE</u>-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 <u>UNAUTHORIZED CONNECTIONS</u> <u>WASTEWATER</u> 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 <u>ADJUSTMENT OF BILLS</u> 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 <u>FILING OF CONTRACTS</u> 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 <u>EVIDENCE OF CONSUMPTION</u> 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.

Marles R Freed ISSUING OFFICER

NAME OF COMPANY \_\_\_\_\_Zachary Taylor Camping & Lodge, Inc

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#### WASTEWATER TARIFF

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Residential Service, RS	13.0
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Interfest Freed ISSUING OFFICER fresident TITLE

#### **ORIGINAL SHEET NO. 12.0**

 NAME OF COMPANY
 Zashary Taylor
 Camping & Lodge, Inc.

 WASTEWATER TARIFF
 GENERAL SERVICE

 RATE SCHEDULE GS

 AVAILABILITY
 Available throughout the area served by the Company.

 APPLICABILITY
 For wastewater service to all Customers for which no other schedule applies.

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

 \* BILLING PERIOD May 15+H on Monthly Barns

 \* RATE May 15+H Briting #2 033,80

X MINIMUM CHARGE - # 2032, 80

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<u>TERMS OF PAYMENT</u> - 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 -

ISSUING OFFICER

#### **ORIGINAL SHEET NO. 13,0**

\* NAME OF COMPANY Zachary Taylor Camping & Lodge, Inc

WASTEWATER TARIFF

#### RESIDENTIAL SERVICE

#### RATE SCHEDULE RS

- <u>AVAILABILITY</u> Available throughout the area served by the Company.
- <u>APPLICABILITY</u> For wastewater service for all purposes in private residences and individually metered apartment units.
- <u>LIMITATIONS</u> Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE -

#### MINIMUM CHARGE -

<u>TERMS OF PAYMENT</u> - 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 -

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NAME OF COMPANY	Zachary Taylor Camping & Lodge, In-
WASTEWATER TARIFF	N,A

#### CUSTOMER DEPOSITS

<u>ESTABLISHMENT OF CREDIT</u> - 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:

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

a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

<u>INTEREST ON DEPOSIT</u> - 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.

<u>REFUND OF DEPOSIT</u> - 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 -

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## NAME OF COMPANY Zachary Taylor Camping & Lodge, Inc

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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

<u>NORMAL RECONNECTION</u> - 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.

<u>VIOLATION RECONNECTION</u> - 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.

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## Zachary Taylor Camping & Lodge, Inc

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NAME OF COMPANY \_\_\_\_\_ WASTEWATER TARIFF

NrA,

SERVICE AVAILABILITY FEES AND CHARGES

DESCRIPTION			REFER TO SERVIC AMOUNT	E AVAILABILITY POLICY SHEET NO./RULE NO.
1" metere 1 1/2" metere 2" metere	(Tap-in) Charge ed service ed service ed service ed service ed service	· · · · · · · · · · · · · · · · · · ·	\$ <b>\$</b> <b>\$</b> \$ \$	
Residential-per EF All others-per gallo Without Prepayment Residential-per EF All others-per gallo	Service Availability Charges: C/month ()GPD on/month of Service Availability Charges: C/month ()GPD on/month	· · · · · · · · · · · · · · · ·	\$ \$ \$	
Inspection Fee	••••••		<b>\$</b> <sup>1</sup>	
Main Extension Charge Residential-per ERC All others-per gallon or	e C (GPD)		\$ \$	
Residential-per lot (	foot frontage)		\$ \$	
Plan Review Charge			\$ <sup>1</sup>	
Plant Capacity Charge Residential-per ERC All others-per gallon	C (GPD)		\$ \$	
System Capacity Char Residential-per ERC All others-per gallor	<u>'ge</u> C (GPD)		\$ \$	

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

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## Zachary Taylor Camping & Lodge, Inc

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NAME OF COMPANY \_\_\_

WASTEWATER TARIFF

## INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

ISSUING OFFICER Presdent TTLE

Zachary Taylor Camping & Lodge, Inc

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NAME OF COMPANY \_\_\_\_

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Charles RFreed ISSUING OFFICER Jet TITI

**ORIGINAL SHEET NO. 19.0** 

NAME OF COMPANY Zachary Taylor Camping & Lodge, Inc.

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WASTEWATER TARIFF

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APPLICATION FOR WASTEWATER SERVICE

Churles & Freed ISSUING OFFICER President TITIF

#### **ORIGINAL SHEET NO. 20.0**

NAME OF COMPANY Zachary Taylor Camping & Lodge, Inc

WASTEWATER TARIFF

#### COPY OF CUSTOMER'S BILL

Charles R Freed ISSUING OFFICER

President

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Zachary Taylor Camping & Lodge, Inc.

# Invoice

2995 Highway 441 S.E. Okeechobee, FL 34974

DATE INVOIC	
7/16/2004 10011	
7/16/2004 10011	-

**BILL TO** 

Taylor Creek Condo Association 3124 Highway 441 S.E. Okeechobee, Florida 34974

		P.O. NO.	TERMS	PROJECT
			By the 1st	
QUANTITY	DESCRIPTION	<u></u>	RATE	AMOUNT
88	Sewage August 1, 2004 thru August 31, 2004 Florida Sales Tax (7%)			23.10 2,03
			Total	\$2,03

X NAME OF COMPANY \_\_\_\_\_\_ Zachary Taylor Camping & Lodge, Inc

WASTEWATER TARIFF

#### INDEX OF SERVICE AVAILABILITY POLICY

 Schedule of Fees and Charges
 Sheet Number

 Service Availability Policy
 Go to Sheet No. 16.0

 22.0
 22.0

LA HURLES R Freed ISSUING OFFICER President

NAME OF COMPANY \_\_\_\_\_\_ Zachary Taylor Camping & Lodge, Inc

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WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Billed out

Males & Freed ISSUING OFFICER l endert