



Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: July 27, 1999
TO: Division of Records and Reporting
FROM: Stephanie Clapp, Division of Water and Wastewater @ BSM bl
RE: Docket 990374-WU: Application for certificate to operate a water utility in Highlands County by The Woodlands of Lake Placid, L.P.

Please add to the docket file the attached correspondence on behalf of the applicant submitting a partial response to deficiency letter of April 22, 1999.

Please note that two copies of the correspondence are provided.

Thank you.

Attachments

cc: Division of Water and Wastewater (Messer, Redemann)
Division of Legal Services (Crossman)

- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- MAS _____
- OPC _____
- RRR _____
- SEC _____
- WAW _____
- OTH Copy Com. mem

DOCUMENT NUMBER-DATE

09045 JUL 30 89

FPSC-RECORDS/REPORTING

ANDREW B. JACKSON

Attorney at Law
150 NORTH COMMERCE AVENUE
P.O. BOX 2025
SEBRING, FLORIDA 33871

Mailing Address
P.O. Box 2025
Sebring, FL 33871

July 6, 1999

Telephone
(941) 382-3686
Fax (941) 382-1509

Public Service Commission
Attention: Ms. Stephanie Clapp
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

RECEIVED

JUL 09 1999
Florida Public Service Commission
Division of Water and Wastewater

RE: Docket No. 990374-WU
Response: Application for Original Certificate:
THE WOODLANDS OF LAKE PLACID, L.P.
For a Utility in Existence and Charging Rates

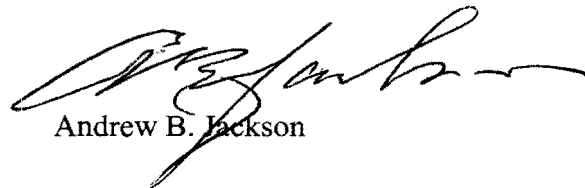
Dear Ms. Clapp:

I am enclosing the applicant's response to your request for information, along with revised attachments as requested, a copy of the applicant's Consumptive Use Permit and a disc with the legal description of the proposed territory. I believe I have enclosed everything requested except the applicant's financial statement and proof of mailing and publication of the legal notice. These items will be forwarded by separate mailing as soon as they are available.

Please advise if you need additional information or documentation.

Thank you for your welcome cooperation.

Sincerely yours,



Andrew B. Jackson

ABJ:i
Enclosures
copy: The Woodlands of Lake Placid, L.P.

July 7, 1999

RECEIVED

JUL 09 1999

Florida Public Service Commission
Division of Water and Wastewater

Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Docket No. 990374-WU: Application for certificate to operate a water utility
in Highlands County by the Woodlands of Lake Placid, L.P.

RESPONSE TO INFORMATION REQUESTED

The following information is furnished in response to information requested by the
State of Florida, Public Service Commission staff by letter dated April 22, 1999:

Deficiencies:

1. Financial Ability. A formal financial statement or balance sheet will be furnished by separate mailing.
2. Rates and Charges. The current owner, Woodlands of Lake Placid, L.P., purchased the property in September 1995, the existing Board of Directors of the Property Owners Association (POA) and the previous developer of Camp Florida Resort (CFR) had set a flat rate of \$25.00 per month for sewer and water combined per lot per property owner. The rates were increased last year to cover the increase in expenses of operation. The previous owner sold all of the vacant lots in CFR to Camp Florida Resort, L.P. at the same time he conveyed the land and water treatment plants to the Woodlands. The rates for the other customers (commercial and residential) were set at that time based upon the current rates and average bills from the surrounding community water systems.

The late fee of \$10.00 was set by their current owner after a cost study, based on employees wages, postage and administrative expenses associated with the additional time and handling of accounts that were late.

3. Consistency with Local Comprehensive Plan. The provisions of service in this territory will be consistent with the water and wastewater sections of the local comprehensive plan as approved by the Department of Community Affairs.

4. Required Notices. The notices are currently being mailed and published. Proof of mailing and publication to be furnished by separate mailing.

Clarifications or Corrections

1. Copy of Consumptive Use Permit is enclosed.
2. Originally Camp Florida Resort ("CFR") owned both the water and waste water treatment facilities and supplied services only to lot owners in Camp Florida Resort, an RV park. Shortly after CFR began operations, a *Food Lion* supermarket, two small shops and a restaurant opened by the entrance to Camp Florida Resort. The shopping center is within Highlands Utilities territory and they furnished waste water treatment and CFR provided water. In 1995, FDEP started a well replacement for contaminated wells for two residential subdivisions, Lake Ridge Estates and Hickory Hills, to the south of CFR. In September of 1995, the present owner purchased the Woodlands. Since September of 1995, the Woodlands of Lake Placid, L.P. has provided water to all of CFR, the Food Lion shopping center, Lake Ridge Estates and Hickory Hills. There was a 15-unit motel completed after we purchased the Woodlands and they requested we provide them with water. These present customers are all within the proposed territory.
3. Revised "Exhibit C" is enclosed.
4. The previous owner of Camp Florida Resort started to provide water service outside of CFR sometime between 1991 and 1992. The applicant is not aware of the details surrounding the expansion of the water service.
5. The CFR Property Owners Association collects a quarterly assessment from the lot owners. A portion of that assessment is for water and sewer. This year the assessment is \$35.00 per month. The \$35.00 assessment is not separated into specific water and sewer charges. The assessment also includes water and sewer usage at the common areas, bath houses, laundry rooms, pool house, and club house.
6. The commercial customers that the Woodlands provides water service to are within the Highlands Utility District, which provides waste water treatment services. The Woodlands only provides waste water treatment for CFR. The two residential subdivisions, Lake Ridge Estates and Hickory Hills, that the Woodlands provides water service to are on individual septic systems.

7. The Woodlands presently provides water service to customers within the area described in the proposed territory. If the Woodlands is to become a utility company regulated under the control of the PSC, the area it already services should be included in its designated territory. The Woodlands is not expanding the area it presently serves, only having it described and authorized to be in its territory of service. There is no other water service available other than private wells. The private wells in this area have become contaminated.
8. The enclosed disk has the legal description for the water territory in WordPerfect 5.0 format.
9. A copy of the Deposit Receipt is enclosed. (Original Sheet No. 15.0 - "Customer Deposit" has been revised.)
10. The Woodlands is in the process of renewing its WUP with SWFWMD; and as a condition of renewal, SWFWMD requires a water conservation rate structure and water audits. In order to comply with conditions of our WUP, the Woodlands has submitted a schedule to SWFWMD for installation of water meters on all of the 397 lots within CFR for their approval. We will begin meter readings on the two residential subdivisions and also begin charges for water based on rate structure as submitted. This rate structure is modeled after Tomoka Heights, in Lake Placid, Highlands County, Florida which is a utility regulated by the PSC.

Tariff Corrections

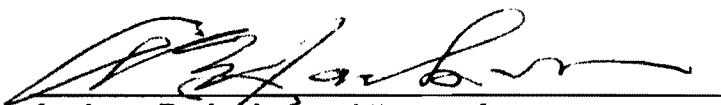
Original Sheets 12.0 through 17.0 have been revised to include the wording, "TYPE OF FILING - Original in Existence."

1. Revised Original Sheet No. 2.0 is enclosed.
2. Revised Original Sheet No. 4.0 enclosed.
In the "Food Lion Shopping Center", there are the following commercial customers: Food Lion, Shoppes of Lake Placid and Lake Placid Fashions. The Lake Grassy Motel, at present, is our only other commercial customer. The Woodlands RV Park will have a master meter since the sites will be for rent only, unless SWFWMD requires each site to be metered.
3. Revised Original Sheet No 5.0 is enclosed.
(After the last technical term added: "(Continued to Sheet No. 5.1)"

4. Revised Original Sheet No. 6.0 is enclosed.
(After the last technical term added: "(Continued on Sheet No. 6.1)")
5. Revised Original Sheet No. 8.0 is enclosed.
After the last technical term added: "(Continued to Sheet No. 9.0)"
6. Revised Original Sheet No. 11.0 is enclosed.
Added "Customer Deposits" and add 15.0 under Sheet Number.
Also added "Service Availability Fees and Charges" and add 18.0 under Sheet Number.
7. Revised Original Sheet No. 12.0 is enclosed.
The minimum charge does not include any gallonage. Meter size for commercial is 1" or larger. There is no difference in rates based on meter size for commercial customers at this time.
8. Revised Original Sheets No. 13.0 (list includes subdivisions) is enclosed.
9. Revised Original Sheet No. 14.0 is enclosed.
At present, the residents of CFR pay for water and sewer service by a quarterly assessment levied by the POA. The residents of CFR are the only ones who are connected to the WWTP.
10. Revised Original Sheet No. 15.0 - Customer Deposits - is enclosed
11. New Original Sheet No. 18.0 - Service Availability Fees and Charges; and
Revised 19.0 (formerly Sheet No. 18.0) - Index of Standard Forms - are enclosed.
12. Revised Original Sheet No. 20.0 (formerly Original Sheet No. 19.0) "Customer's Deposit Receipt" is enclosed.
13. Revised Original Sheet 21.0 (formerly Sheet No. 20.0 - Application Form) is enclosed.
14. Revised Original Sheet 22.0 (formerly Sheet No. 21.0 - Copy of Customer's Bill) is enclosed. (Original Sheet No. 17.0 was revised to include late charge.)

15. Revised Original Sheet No. 23 - Index of Service Availability; and Revised Original Sheet No. 24.0 (formerly Sheet No. 22.0 - Service Availability Policy); are enclosed.

Respectfully submitted this 7th day of July, 1999



Andrew B. Jackson, Attorney for
The Woodlands of Lake Placid, L.P.
Post Office Box 2025
Sebring, Florida 33871-2025
Phone: (941) 382-3686
Facsimile: (941) 382-1509

112

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(SWFWMD)
GENERAL CONSUMPTIVE USE PERMIT**

PERMIT GRANTED TO:
Lake Placid Camp Florida, Inc.
Jack Clark, President
P.O. Box 1169
Lake Placid, Florida 33852
(Legal Name and Address)

PERMIT NO.: 209490.00
DATE PERMIT GRANTED: April 11, 1989
DATE PERMIT APPLICATION FILED: January 20, 1989
PERMIT EXPIRES ON: April 11, 1999
SOURCE CLASSIFICATION: Groundwater
USE CLASSIFICATION: Public Supply & Agricultural
COUNTY: Highlands

TERMS AND CONDITIONS OF THIS PERMIT ARE AS FOLLOWS:

1. The Permittee attests that all statements in the application and in supporting data are true and accurate and based upon the best information available, and that all conditions set forth in this Permit will be complied with. If any of the statements in the application and in the supporting data are found to be untrue and inaccurate, or if the applicant fails to comply with all of the conditions set forth herein, then this Permit may be revoked following notice and hearing.
2. This Permit is predicated upon the assertion by applicant that the use of water applied for and granted is and continues to be a reasonable and beneficial use as defined in Section 373.019(5), Florida Statutes, is and continues to be consistent with the public interest, and will not interfere with any legal use of water existing on the date this Permit is granted.
3. In granting this Permit, SWFWMD has, by regulation, reserved from use by applicant, water in such locations and quantities, for such seasons of the year, as it determines may be required for the protection of fish and wildlife and the public health and safety. Such reservations are subject to periodic review and revision in light of changed conditions.
4. This Permit authorizes the applicant named above to make a combined average annual withdrawal of 148,000 gallons of water per day with a maximum combined withdrawal rate not to exceed 512,000 gallons during a single day. Withdrawals are authorized as shown in the table below.

5. USER I.D.	DISTRICT I.D.	WITHDRAWAL POINT			GALLONS PER DAY	
		SEC-TWNSHP-RGE	LATITUDE	LONGITUDE	AVERAGE	MAXIMUM
1	1	S17,T37S,R30E	27 15 53	81 20 40	148,000	512,000
2	2	S17,T37S,R30E	27 15 50	81 20 21	148,000	standby 512,000

FILED ON SEP 27 BY 1075

Permittee: Lake Placid Camp, Florida, Inc.
Permit No.: 209490.00

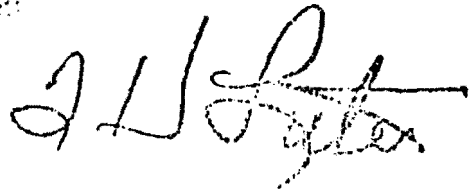
6. The use of water is restricted to the use classification set forth above. Any changes in the type of use, the quantity used, or the method of use, will require a modification of this Permit.
7. In the event the District declares that a Water Shortage exists pursuant to Chapter 40D-2.511, F.A.C., the District may alter, modify or declare inactive, all or parts of this Permit.
8. The District reserves the right, at any reasonable times, to collect water samples from any withdrawal point listed in the Permit. The District may require the Permittee to submit samples in mailable containers provided by the District.
9. An authorized District Representative may, at any reasonable time, enter the property, inspect the facility, and make environmental or hydrologic assessments. The Permittee shall either accompany District staff onto the property or make provision for access onto the property. The Permittee must keep a copy of this permit and have it available for District staff to examine during such an inspection.
10. If the District, after consultation with the Permittee, determines that significant water quantity or quality changes, or adverse environmental impacts are occurring, the Board, upon notice and hearing, may reconsider the quantities permitted or other conditions of the permit.
11. Issuance of this permit does not exempt the Permittee from any other District permitting requirements.
12. The District may, at a future date, establish minimum water levels in aquifers and lakes, and minimum rates of flow in streams, which may require the Permittee to limit withdrawal from these sources at times when water levels or flows fall below the established minimums.
13. Water conservation shall be practiced by the Permittee to increase the efficiency of transport, application, and use, to decrease waste and to minimize runoff from the property.
14. The following points, District Withdrawal Nos. one and two, shall be equipped with totalizing flow meters or other flow measuring devices as approved in writing by the Director, Resource Regulation Department. Such devices shall have and maintain an accuracy within five percent of the actual flow. Those designated withdrawal points not equipped with such devices on the date the Consumptive Use Permit is granted shall be so equipped within 120 days of the permit date or upon completion of construction of the withdrawal facility, unless an extension is approved in writing by District staff.
15. Total flow from each metered source shall be recorded on a monthly basis and reported to the District (on District forms) on or before the tenth (10th) day of the following month.

Reports shall be addressed to:

Southwest Florida Water Management District
ATTN: Permits Data Group
2379 Broad Street
Brooksville, Florida 34609-6899

Committee: Lake Placid Camp Florida, Inc.
Permit No.: 209490.00

16. a) All new surficial and artesian aquifer wells shall be located to limit impacts to lakes to the greatest extent practicable.
 - b) All proposed deep wells shall utilize the Floridan aquifer and shall be constructed so that the integrity of the confining unit is maintained.
17. The District may establish special regulations for Water Use Caution Areas. As of the issuance date of this permit, the District is considering declaring a Water Use Caution Area for the region that encompasses this permit. At such time as the Governing Board adopts special regulations for this area, this permit shall be subject to all applicable provisions.



Authorized Signature
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Applicant hereby certifies that applicant owns, leases, or controls the property contained in the application for this permit, that the information contained in the application is true and accurate and, if applicant is a corporation or a partnership, that the undersigned has the legal authority to execute this permit and affidavit on behalf of said corporation or partnership.

Signature of Applicant

Sworn to and subscribed before me this _____ day of _____
19 _____

Notary Public

My Commission Expires:

EXHIBIT C

<u>Current:</u> <u>Classification</u>	<u>Number</u>	<u>Meter Size</u>
a) Residential	30	up to 1"
b) Commercial	4	1" and larger
c) RV and or Park Models	396	up to 1"
 <u>Projected</u>		
a) Residential	80	up to 1"
b) Commercial	2	1" and larger
c) RV (Rental)	1 (398 sites - 1 master meter)	

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

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Description of Territory Served	3.1
Index of	
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Rules and Regulations	6.0
Service Availability Policy	24.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development or Subdivision Name</u>	<u>Number of Lots & Type of Sites</u>	<u>Type Utility Service Currently provided</u>
Highlands	Lake Placid Camp Florida Resort	397 platted lots RV ownership	Nonmetered Water & wastewater
Highlands	Lake Ridge Estates	41 Residential sites, ownership	Metered water
Highlands	Hickory Hills	71 Residential Sites, ownership	Metered water
Highlands	Food Lion Shoppes of Lake Placid	Three Commercial Businesses	Commercial
Highlands	Not in Subdivision or Develop.	One Motel	Commercial

PROPOSED DEVELOPMENT

<u>County Name</u>	<u>Development or Subdivision Name</u>	<u>Number of Lots & Type of Sites</u>	<u>Type Utility Service Currently provided</u>	<u>DATE OF EXPANSION TO BEGIN</u>
Highlands	The Woodlands	399 RV Rental Sites	Water and Wastewater	2000 - 2001
Highlands	The Schreier Property	50+/- Residential Sites, ownership	Metered Water	2000 - 2001

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

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 The Woodlands of Lake Placid, L.P.
- 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)

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

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)

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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Miscellaneous Service Charges	17.0
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R.V. Residential	14.0
Customer Deposits	15.0
Service Availability Fees and Charges	18.0

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

COMMERCIAL SERVICE

RATE SCHEDULE CS

- AVAILABILITY** - Available throughout the area served by the Company.
- APPLICABILITY** - For water service to all Customers except residential.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Monthly.
- RATE** - \$1.00 per 1,000 gallons rounded to the nearest 1,000 gallons.
This rate applies to all commercial accounts regardless of meter size.
- METER SIZE** 1" or larger.
- MINIMUM CHARGE** - \$48.40 (Does not include any gallonage.)
- 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** - Original in Existence.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

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 conventional 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 \$22.00 . (This is presently a flat rate, but will be changed to a water conservation rate structure in the near future.)
(This rate applies to all residential services in Hickory Hills and Lake Ridge Estates.)
- MINIMUM CHARGE -** \$22.00 per month.
- TERMS OF PAYMENT -** Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE -**
- TYPE OF FILING -** Original in Existence.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

R.V. RESIDENTIAL SERVICE

RATE SCHEDULE RV

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in R.V. residential 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 \$35.00
- MINIMUM CHARGE - \$35.00 per month
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Original in Existence.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

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:

1" or smaller	\$35.00
1" or larger	\$50.00

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 pays 6% per annum interest on deposits.

REFUND OF DEPOSIT - Residential Customer's deposit is applied to the final bill.
The Commercial Customer's deposit is refunded after 23 months if payment record is satisfactory.

EFFECTIVE DATE -

TYPE OF FILING - Original in Existence.

R. Anthony Cozler
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

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>FEES</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 - Original in Existence.

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Charge	\$ <u>5.00</u> or <u>1½%</u> of unpaid balance whichever is greater

EFFECTIVE DATE -

TYPE OF FILING - Original in Existence.

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SERVICE AVAILABILITY FEES AND CHARGES

At the present time the Company does not have any service availability fee or charges except extension of Main which is actual cost.

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WATER TARIFF

INDEX OF STANDARD FORMS

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

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WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

RECEIPT FOR DEPOSIT

(This receipt is non-transferable)

The Company acknowledges receipt of \$ _____ as an initial deposit for water service from _____

Type of service ___ Residential ___ Commercial ___ RV Residential.
(Check one)

Date of Deposit _____ day of _____, 199____.

Interest at the rate of 6% per annum will be paid on this deposit from the date hereof if the deposit remains in existence for six continuous months. Interest will be paid either in cash or by credit on the current bill. Interest will be paid during the month of March of each year.

A copy of this receipt will remain with the Company's files in the event the Customer loses the original.

THE WOODLANDS OF LAKE PLACID, L.P.

By:

R. Anthony Cozier
ISSUING OFFICER

General Partner
TITLE

THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

Application Form

Name: _____

Telephone Number _____

Billing Address _____

City State Zip

Service Address _____

City State Zip

Date service should begin _____

Service requested: Water ____

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, Bimonthly, or Quarterly - 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 (oral, written) notice within _____ days prior to the date the Customer desires to terminate service.

Signature

Date

R. Anthony Cozier
ISSUING OFFICER

General Partner
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THE WOODLANDS OF LAKE PLACID, L.P.

WATER TARIFF

COPY OF CUSTOMER'S BILL

The Woodlands of Lake Placid
1525 U.S. 27 South
Lake Placid, Fl 33852
941-699-1173

Customer:

Account# Meter #

Water Bill: Residential

Water Bill for the Month of _____
Minimum Bill _____
Water Flat Rate \$22.00
Total Due \$22.00

Payment is due by: _____
Delinquent after: _____
Delinquent charge: \$5.00 or 1.5% of unpaid balance whichever is greater.
Account # _____

Make checks Payable to: Woodlands of Lake Placid

The Woodlands of Lake Placid
1525 U.S. 27 South
Lake Placid, Fl 33852
941-699-1173

Customer:

Account # Meter #

Water Bill: Commercial

Water Bill for the Month of _____
Minimum Bill _____
Previous Meter Reading _____
Current Meter Reading _____
Total Water Usage _____ gal.

Total Due . . . \$ _____ Meter #

Payment is due by: _____
Delinquent after: _____
Delinquent charge: \$5.00 or 1.5% of unpaid balance whichever is greater.
Meter # _____

Make checks Payable to: Woodlands of Lake Placid

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THE WOODLANDS OF LAKE PLACID, L.P.

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

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WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility will be responsible for all off-site facilities up to the point of connection to the Customer's facilities. The Customer will be responsible for all facilities beyond the point of connection. The Consumer will be required to furnish the Company all necessary easements and right-of-ways and shall pay the actual cost of all line extensions required to serve the Consumer. The Company may require the Consumer to pay an estimated cost of line extension prior to extending the line. All line extensions are the property of the Company. All required governmental inspections must be completed prior to connection to the Company's system. The Consumer shall pay all required charges (see Sheet No. 17.0).

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