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GERALD T. BUHR, P.A., of Counsel

1015 Wyndham Lakes Drive, Odessa, Florida 33556 Certified City, County and Local Government Attorney



City Attorney for: City of Avon Park Town of Zolfo Springs City of Bowling Green City of San Antonio

DOCKET NO. 160248-WS

FILED DEC 23, 2016 **DOCUMENT NO. 09543-16 FPSC - COMMISSION CLERK**

December 16, 2016

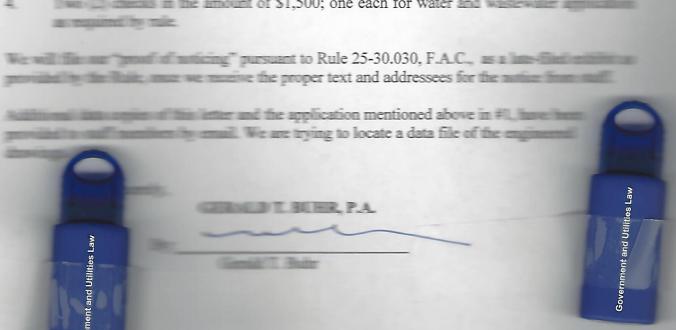
Office of the Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

Re: Application For Original Certificate Of Authorization For Existing Utility Currently Charging For Service, Deer Creek RV Golf & Country Club, Inc., Polk County.

To Whom It May Concern:

Enclosed please find the following:

- Two 2 USB data files of the Application For Original Certificate Of Authorization For Existing Utility Currently Charging For Service, including related exhibits, affined to the letter.
- Two Class of engineer drawings (record) for the master water and sever systems.
- Two democracy the proposed service area.
- The amount of \$1,500; one each for water and wasterness



FLORIDA PUBLIC SERVICE COMMISSION

INSTRUCTIONS FOR COMPLETING EXAMPLE APPLICATION FOR ORIGINAL CERTIFICATE OF AUTHORIZATION FOR EXISTING UTILITY CURRENTLY CHARGING FOR SERVICE

(Pursuant to Sections 367.031, 367.045, and 367.081, Florida Statutes, and Rule 25-30.034, Florida Administrative Code)

General Information

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.034, Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

Instructions

- 1. Fill out the attached application form completely and accurately.
- 2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
- 3. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.
- 4. Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.
- 5. The completed application, attached exhibits, and the proper filing fee should be mailed to:

Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

(Pursuant to Sections 367.031, 367.045, and 367.081, Florida Statutes, and Rule 25-30.034, Florida Administrative Code)

To: Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

The undersigned hereby makes application for original certificate(s) to operate a v	water 🔀
and/or wastewater utility in Polk County, Florida, and submits the following informa	ation:

PART I

APPLICANT INFORMATION

Employer Identifi address. The utili with the Departm	cation Number, and if applicabl	ame, address, telephone number, Feder le, fax number, e-mail address, and webs siness and/or fictitious name(s) register orations:
42749 Highway 2	27	
Office Street Add		
Davenport	Florida	33837
City	State	Zip Code
Manning Address	(if different from Street Addres	15)
City	State	Zip Code
(863) 424-2839	(8)	63) 424-3336
Phone Number	Fa	x Number
46-4167664		
Federal Employer	r Identification Number	
dcrvgbod@gmail	.com	
E-Mail Address		

http://deercreekrv.com	m	
Website Address		
The contact information:	ation of the authorized re	presentative to contact concerning this
Gerald Buhr		
Name		
1015 Wyndham Lake	es Drive	
Mailing Address		
Odessa	Florida	33556
City	State	Zip Code
(863) 508-7055	(86	63) 508-7066
Phone Number		x Number
Gerald@geraldtbuhr.	com	
E-Mail Address	COIII	
from the Florida De	epartment of State, Divisio	zation (check one). Provide documentation in of Corporations showing the utility's for the business, unless operating as a sole
		N1300007672
	~	Number
Limited Liability	Company	Number
Partnership		
Limited Partnersh		Number
	ain	
	nip	Number
Limited Liability		
☐ Limited Liability ☐ Sole Proprietorsh	Partnership	Number

	Flori	e utility is doing business under a fictitious name, provide documentation from the da Department of State, Division of Corporations showing the utility's fictitious name egistration number for the fictitious name.		
		ictitious Name (d/b/a)		
	_	Registration Number		
D)		name(s), address(es), and percentage of ownership of each entity or person which owns ll own more than 5 percent interest in the utility (use an additional sheet if necessary).		
PART	II	ORIGINAL CERTIFICATE FOR EXISTING UTILITY		
A)	DESCRIPTION OF SERVICE			
	1)	Exhibit N/A - Provide a statement indicating whether the application is for water, wastewater, or both. If the applicant is applying only for water or wastewater, the statement shall include how the other service is provided.		
		The application is for water and wastewater		
	2)	Exhibit N/A - Provide a description of the types of customers served, i.e., single family homes, mobile homes, duplexes, golf course clubhouse, or commercial.		
		Single family manufactured homes, park models, RVs, golf course clubhouse, commercial		
	3)	Exhibit A - 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 developed.		

C)

1)	Exhibit <u>B</u> - Provide detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.
2)	Exhibit N/A - Provide a list of all entities, including affiliates, upon which the applicant is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.
	Not applicable
TECH 1)	 INICAL ABILITY Exhibit <u>C</u> - Provide a statement of the applicant's experience in the water or wastewater industry;

- 2) Exhibit N/A Provide a copy of all current permits from the Department of Environmental Protection (DEP) and the water management district;
- 3) Exhibit N/A Provide a copy of the most recent sanitary survey, the compliance inspection report available from the DEP or county health department, and the most recent secondary water quality standards report; and
- 4) Exhibit <u>NA</u> Provide a copy of all correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.

D) <u>NEED FOR SERVICE</u>

apj	hibit N/A - If the applicant is requesting any territory not served at the time of plication, provide the following documentation of the need for service in the oposed area:
a)	The number of customers proposed to be served, by customer class and metersize, including a description of the types of customers anticipated to be served i.e., single family homes, mobile homes, duplexes, golf course clubhouse commercial. If the development will be in phases, this information shall be separated by phase.
b)	A copy of all requests for service from property owners or developers in areas no currently served.
c)	The current land use designation of the proposed service territory as described in the local comprehensive plan at the time the application is filed. If the proposed development will require a revision to the comprehensive plan, describe the step taken and to be taken to facilitate those changes, including changes needed to address the proposed need for service described above.
d)	Any known land use restrictions, such as environmental restrictions imposed by governmental authorities.

E) <u>TERRITORY DESCRIPTION AND MAPS</u>

1) Exhibit \underline{E} - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.

- 2) Exhibit N/A All treatment services purchased from Polk County Provide documentation of the utility's right to access continued use of the land upon which the utility treatment facilities are located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded lease such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the certificate.
- 3) Exhibit \underline{F} Provide a detailed system map showing existing and proposed lines and treatment facilities with the territory proposed to be served plotted thereon, consistent with the legal description provided in E-1 above. Any territory not served at the time of the application shall be specifically identified on the system map. The map shall be of sufficient scale and detail to enable correlation with the description of the territory proposed to be served.
- 4) Exhibit \underline{G} Provide an official county tax assessment map or other map showing township, range, and section with a scale such as 1"=200' or 1"=400', with the proposed territory plotted thereon, consistent with the legal description provided in E-1 above.

F) PROPOSED TARIFF AND RATE INFORMATION

- Exhibit \underline{H} Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.034, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.
- 2) Exhibit <u>I</u> Provide documentation specifying on what date and under what authority the current rates and charges were established.

G) NOTICING REQUIREMENTS

Exhibit \underline{J} - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

PART III

SIGNATURE

Please sign and date the utility's com	pleted application.
APPLICATION SUBMITTED BY:	- ramas sec
	Applicant's Signature
	JAMES LEE
	Applicant's Name (Printed)
	Presiden - BOD
	Applicant's Title
	2 - 5
	20 DECEMBER 2016
	Date

DEER CREEK RV GOLF & COUNTRY CLUB DAVENPORT, FL POLK COUNTY

LIST OF EXHIBITS

- **A CUSTOMERS SERVED**
- **B FINANCIAL STATEMENTS**
- **C STATEMENT OF EXPERIENCE**
- D CIRCMSTANCES OF PROVIDING SERVICE
- **E LEGAL DESCRIPTION**
- F SYSTEM MAP (under separate cover)
- **G SERVICE AREA MAP** (under separate cover)
- **H WATER & WASTEWATER TARIFFS**
- I DOCUMENTATION FOR CURRENT RATES AND CHARGES
- J PROOF OF NOTICE (late filed after approval by PSC)

DEER CREEK RV GOLF & COUNTRY CLUB

DAVENPORT, FL

POLK COUNTY

EXHIBIT A

CUSTOMERS SERVED

DEER CREEK

CUSTOMERS SERVED:

WATER

Residential - all meters 5/8" x 3/4"

1. Deer Creek RV Golf & Country Club, consisting of Osprey Point, Eagle View, Partridge Pines And Regal Pointe HOA's.

604 lots

258 lots

2. Regal ridge Co-op, including Fawn Ridge campground

3. Mockingbird POA

180 lots

Note: The POA is a stand-alone community within Deer Creek. Water is provided off Deer Creek's mains to a master meter read separately by Polk County and billed directly to the POA. Deer Creek receives no water revenues under the present arrangement.

General Service

1. Commercial South Area

a. Center State Bank Bldg., 1" meter serving b. Other store fronts – 5/8" x 3/4" meters

15 tenants21 customers

WASTEWATER

Residential - all meters 5/8" x 3/4"

1. Deer Creek RV Golf & Country Club, consisting of Osprey Point, Eagle View, Partridge Pines

604 lots

And Regal Pointe HOA's.

2. Regal ridge Co-op, including Fawn Ridge campground

258 lots

3. Mockingbird POA

180 lots

Note: The POA is a stand-alone community within Deer Creek. Wastewater is collected through Deer Creek's mains and the POA <u>may</u> be billed directly by Polk County with its water bill. Deer Creek receives no wastewater revenues under the present arrangement.

General Service

1. Commercial South Area

a. Center State Bank Bldg., 1" meter serving
b. Other store fronts – 5/8" x 3/4" meters

15 tenants
21 customers

2. Commercial North Area

16 properties

Note: These properties receive water directly from and are billed directly by Polk County. They have their own onsite wastewater collection mains, but those mains feed into Deer Creek's mains and are transmitted to Polk County for treatment through Deer Creek's lift Station. They may be billed for wastewater service by the County along with their water bill, but Deer Creek receives no wastewater revenues under the present arrangement.

DEER CREEK RV GOLF &COUNTRY CLUB

DAVENPORT, FL

POLK COUNTY

EXHIBIT B

FINANCIAL STATEMENTS

DEER CREEK

DEER CREEK is providing audited financial statements for the fiscal year ended September 30, 2015. Deer Creek is a golf & country club only part of which includes the provision of utility services. At the time of application for a certificate, its books are not been prepared in accordance with Rule 25-30.115 F.A.C.

Deer Creek RV Golf & Country Club, Inc.

Davenport, Florida

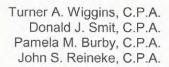
FINANCIAL STATEMENTS

Year Ended September 30, 2015

Deer Creek RV Golf & Country Club, Inc. FINANCIAL STATEMENTS Year Ended September 30, 2015

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Management Deer Creek RV Golf & Country Club, Inc. Davenport, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Deer Creek RV Golf & Country Club, Inc., which comprise the balance sheet as of September 30, 2015, and the related statements of operations, changes in members' equity and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors and Management Deer Creek RV Golf & Country Club, Inc. Page 2

Opinion

In our opinion, the financial statements referred to on the prior page present fairly, in all material respects, the financial position of Deer Creek RV Golf & Country Club, Inc. as of September 30, 2015, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Wiggins, Smit, Buely, Reineke & Company, P. #

Winter Haven, Florida February 25, 2016

Deer Creek RV Golf & Country Club, Inc. BALANCE SHEET

September 30, 2015

ASSETS

Current Assets:		
Cash - Unrestricted	\$	70,887
Accounts receivable:		
Assessments		48,841
Water and wastewater		39,497
Inventories		137,689
Prepaid expenses and deposits		23,272
Total current assets	-	320,186
Property and Equipment (At cost):		
Land		593,948
Land improvements		1,099,551
Buildings		1,837,063
Machinery and equipment		70,258
Office equipment, furniture and fixtures		32,905
Leased equipment		44,782
Total		3,678,507
Less accumulated depreciation		(200,954)
Net property and equipment		3,477,553
Other Assets:		
Cash - Restricted for Community improvements		6,601
Deferred income tax benefit		68,917
Utility deposits	-	70,295
Total other assets	-	145,813
Total assets	\$	3,943,552

Deer Creek RV Golf & Country Club, Inc. BALANCE SHEET

September 30, 2015

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities:		
Capital lease - Current portion	\$	14,215
Long-term debt - Current portion		76,553
Accounts payable		88,159
Accrued liabilities		44,682
Assessments received in advance		32,287
Total current liabilities	_	255,896
Long-Term Liabilities:		
Capital lease - Less current portion		28,276
Long-term debt - Less current portion		2,198,632
Deferred revenue		6,601
Deferred income tax liability	-	23,419
Total long-term liabilities		2,256,928
Total liabilities		2,512,824
Members' Equity:		
Contributed capital		1,717,700
Members' equity (Deficit)		(286,972)
Total members' equity	_	1,430,728
Total liabilities and members' equity	\$	3,943,552

Deer Creek RV Golf & Country Club, Inc. STATEMENT OF OPERATIONS

Year Ended September 30, 2015

Revenues:	
Assessments, net	\$ 1,377,888
Golf revenues	285,378
Lot sales	126,400
Water and wastewater	310,955
Miscellaneous	76,758
Total revenues	2,177,379
Cost of Revenues:	
Equipment rental	18,626
Purchases for resale	1,672
Lot cost	49,348
Water and wastewater	310,955
Total cost of sales	380,601
Gross Profit	1,796,778
Operating Expenses:	
Salaries and wages	308,176
Contract services	37,401
Credit card charges	32,782
Depreciation	113,067
Rental expense	9,558
Propane gas	25,467
Grounds maintenance	437,887
Insurance	55,836 176,571
Legal and professional Office supplies and expense	34,688
Payroll taxes	28,245
Pool expense	33,581
Repairs and maintenance	115,921
Supplies	9,999
Taxes and licenses	29,241
Telephone	16,640
Trash removal	40,768
Utilities	184,276
Miscellaneous	15,834
Total operating expenses	1,705,938
Income (Loss) From Operations	90,840
Other Income and (Expenses):	
Interest earned	371
Interest expense	(121,525)
Total other income and (expenses)	(121,154)
Income (Loss) Before Income Taxes	(30,314)
Provision For Income Tax (Expense) Benefit:	
Current provision	
Deferred	(18,502)
Total	(18,502)
Net Income (Loss)	\$ (48,816)

Deer Creek RV Golf & Country Club, Inc. STATEMENT OF CHANGES IN MEMBERS' EQUITY

Year Ended September 30, 2015

Balance, Beginning	\$	1,467,144
Members' contributions		12,400
Net Income (Loss) for the year ended September 30, 2015	-	(48,816)
Balance, Ending	\$	1,430,728

Deer Creek RV Golf & Country Club, Inc. STATEMENT OF CASH FLOWS Year Ended September 30, 2015

Cash Flows From Operating Activities		
Net income (loss) per statements of operations	\$	(48,816)
Adjustments to reconcile net income (loss) to net cash		
provided (used) by operating activities:		
Depreciation and amortization		119,187
Deferred tax expense (benefit)		18,502
(Increase) decrease in:		
Accounts receivable		(52,231)
Inventory		38,377
Prepaid expenses		7,826
Increase (decrease) in:		
Accounts payable		(8,489)
Accrued liabilities		5,273
Assessments received in advance		(6,651)
Deferred revenue		1,683
Total adjustments		123,477
Net cash provided (used) by		
operating activities		74,661
Cash Flows From Investing Activities		
Increase in restricted cash		(1,683)
Purchase of property and equipment		(48,882)
Net cash provided (used) by		
investing activities	-	(50,565)
Cash Flows From Financing Activities		
Members' contributions		12,400
Repayment of short-term debt		(31,714)
Repayment of long-term debt		(82,043)
Net cash provided (used) by		
financing activities	-	(101,357)
Net increase (decrease) in cash		(77,261)
Cash at the beginning of year	_	148,148
Cash at the end of year	\$	70,887
Supplemental Disclosures		
Cash paid during the year for:		
Interest	\$	115,405

Deer Creek RV Golf & Country Club, Inc. NOTES TO FINANCIAL STATEMENTS

September 30, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Deer Creek RV Golf & Country Club, Inc. (the Company) was incorporated in August 2013, in the State of Florida, as a not-for-profit corporation pursuant to the provisions of Chapter 617, Florida Statutes. On December 5, 2013 the Company acquired the recreational facilities, amenities and other property exclusively serving the Osprey Point, Eagle View, Partridge Pine, and Regal Pointe phases of the Deer Creek RV Community (the Community) located in Davenport, Florida. Also included in the purchase, which the Company owns, manages and maintains are the common areas, amenities and recreational facilities (including, but not limited to roads, office building and the Deer Creek golf course, clubhouse and swimming pool) serving all of the Community.

Not included in the purchase are two stand-alone phases, Mockingbird Ridge and Regal Ridge which maintain their separate communities and contribute only common area assessments.

The Company also maintains water and wastewater lines for the Community. The Company pays for water and wastewater usage from a main meter and bills the individual residents.

Organizational Structure

The members of the Company consist of all lot or unit owners in the Deer Creek RV Community who have purchased membership certificates in the Corporation. The affairs of the Corporation are managed by a Board of Directors consisting of no less than three or more than eleven members elected pursuant to the bylaws of the Corporation.

Accounts Receivable - Assessments, Water and Wastewater

Residents of the Community are subject to monthly assessments to provide funds for the expenses of their phases and for the common property of the Company. The two stand-alone phases contribute only common area assessments.

Accounts receivable at the balance sheet date represent unpaid assessments. Monthly maintenance fees are due on the fourth day of each month and delinquent if not paid by the tenth day of the month. The Company's policy is to retain legal counsel and place liens on the properties of owners whose assessments are thirty days or more delinquent. The Company considers all of these assessments receivable to be fully collectible and, accordingly, no allowance for uncollectible accounts is deemed necessary. Accounts receivable are pledged as collateral on the mortgage payable (see Note 5).

Other receivables are the amounts due from the residents of the Community for their use of the water and wastewater utilities.

Inventories

Inventories consist principally of lots purchased in the Community valued at the lower of cost or market. Cost of the lots is determined using average cost. Also included in inventories is merchandise purchased for sale in the golf shop. Cost of this merchandise is determined by specific identification.

Deer Creek RV Golf & Country Club, Inc. NOTES TO FINANCIAL STATEMENTS (Cont'd)

September 30, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont'd)

Property and Equipment

Property and equipment are recorded at cost. Expenditures for major renewals and betterments which extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense when incurred.

Depreciation

Depreciation is calculated on the straight-line method which is applied to each individual asset at the time it is placed in service. The estimated useful lives are: 40 years for buildings; 20 years for land improvements; 10 years for machinery, equipment, furniture and fixtures; 5 years for computer equipment; and 3 years for computer software. For income tax purposes, depreciation is computed using the accelerated cost recovery system and the modified accelerated cost recovery system.

Deferred Revenue

Deferred revenue consists of money contributed by residents for specific projects that have not yet occurred. Such amounts will be recognized as income when the corresponding expenses are recorded. Deferred revenue is offset by an equal amount recorded in restricted cash. Current year revenues of \$10,938 have been recognized in miscellaneous revenue to equal the amount of money expended during the year.

Loan Costs

Loan costs incurred for bank financing have been accounted for as a reduction in the related outstanding loans (see Note 5) and are being amortized by the straight-line method over the life of the loan to interest expense. Amortization of loan costs included in interest expense for the year amounted to \$6,120.

Income taxes

Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes. Deferred taxes are recognized for differences between the basis of assets and liabilities for financial statement and income tax purposes. The differences relate primarily to depreciable assets as a result of the use of different depreciation methods and lives for financial statement and income tax purposes. Deferred tax assets and liabilities represent the future tax consequence for those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred taxes are also recognized for operating losses that are available to offset future taxable income. Valuation allowances are provided for deferred tax assets based on management's projection of the sufficiency of future taxable income to realize the assets. As of September 30, 2015, a valuation allowance of 20% was deemed necessary due to the uncertainty of future taxable income.

The Company is required to recognize, measure, classify, and disclose in the financial statements uncertain tax positions taken or expected to be taken in the Company's tax returns. Management has determined that the Company does not have any accruals for uncertain tax positions as of September 30, 2015.

Deer Creek RV Golf & Country Club, Inc. NOTES TO FINANCIAL STATEMENTS (Cont'd)

September 30, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont'd)

Income taxes (Cont'd)

The Company's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes the tax returns essentially remain open for possible examination for a period of three years after the respective filing of those returns.

At September 30, 2015, the Company has a federal and state net operating loss carryforward of \$446,461, of which \$323,044 expires in September 2034 and \$123,417 expires in 2035. The carryforward is available to reduce taxable income in subsequent years.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements in conformity with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Accordingly, actual results could differ from these estimates.

Date of Management's Review

Management has evaluated subsequent events through February 25, 2016, the date on which the financial statements were available to be issued.

Cash and Cash Equivalents

The Company considers all highly liquid investments with maturities of three months or less when purchased to be "cash equivalents" for the purposes of the Statement of Cash Flows.

2. PREPAID EXPENSES AND DEPOSITS

Prepaid expenses and deposits consist of the following at September 30, 2015:

Prepaid insurance	\$ 8,561
Deposits on planned capital expenditures	14,711
Total	\$ 23,272

3. ACCRUED LIABILITIES

Accrued liabilities consist of the following at September 30, 2015:

Salaries, wages and vacation	\$ 19,536
Property taxes	17,718
Interest	 7,428
	\$ 44,682

Deer Creek RV Golf & Country Club, Inc. NOTES TO FINANCIAL STATEMENTS (Cont'd)

September 30, 2015

4. CAPITAL LEASE OBLIGATIONS

The Company leases its phone system and copier under leases classified as capital leases. The leases are financing the acquisition of the assets, and accordingly, are recorded in the Company's assets and liabilities. The leased equipment is amortized over 3 years. The present value of the leases are \$39,460 and \$5,321. The interest rate related to the lease obligations is 5.75% and the maturity date is July 2018.

The following is a schedule showing the future minimum lease payments under capital lease by years:

Year Ending September 30,	
2016	\$ 16,287
2017	16,287
2018	13,573
Total minimum lease payments	46,147
Less: amount representing interest	3,656
Present value of minimum lease payments	\$ 42,491

5. LONG-TERM DEBT

The following is a summary of long-term debt:

The Company has a mortgage through a financial institution on certain property in the Deer Creek RV Community as described in Note 1. This mortgage is collateralized by real property and a security interest in all personal property. Note payable of \$2,400,000, payable \$15,707 monthly, 4.9% interest, due December 5, 2018. The face amount of the loan is \$2,274,092 and is shown net of unamortized loan costs of \$19,891.

\$ 2,254,201

Note payable of \$28,646, under a retail installment contract, payable \$478 monthly, 0% interest, due June 9, 2019, secured by a tractor.

20,984 2,275,185 (76,553) \$ 2,198,632

Less (current portion)

Long-term portion

Deer Creek RV Golf & Country Club, Inc. NOTES TO FINANCIAL STATEMENTS (Cont'd)

September 30, 2015

5. LONG-TERM DEBT (Cont'd)

Future maturities of long-term debt are as follows:

Year Ending September 30,	Notes Payable		Loan Fee Amortization			Total
2016	\$	82,673	\$	(6,120)	\$	76,553
2017		86,897		(6,120)		80,777
2018		91,022		(6,120)		84,902
2019		2,034,484		(1,531)	2	,032,953
Total	\$	2,295,076	\$	(19,891)	\$ 2	2,275,185

Total interest expense for the year ended September 30, 2015 was \$121,525 which included amortization of loan costs amounting to \$6,120.

6. OPERATING LEASE COMMITMENTS

The Company leases golf carts under two agreements which expire in December 2015. The Company also leases credit card machines under an agreement which terminates in November 2018.

Future minimum lease payments on these operating leases are as follows:

Year Ending September 30,	
2016	\$ 5,410
2017	1,460
2018	241
	\$ 7,111

Equipment rental expense related to these leases totaled \$21,427 for the year ended September 30, 2015.

7. INCOME TAXES

The provision for income taxes consists of the following:

Net deferred assets and liabilities

Current tax (expense) benefit	\$ -
Tax (expense) benefit of depreciation differences	(18,419)
Tax benefit of net operating loss carryforward net of	
valuation allowance of \$17,229	 (83)
Net provision for income taxes	\$ (18,502)
Deferred tax assets and liabilities consist of the following:	
Deferred tax asset - Benefit of net operating loss Deferred tax liability - Taxable temporary differences	\$ 68,917 (23,419)
Deferred tax hability Taxable temperary differences	 (20, 110)

45,498

DEER CREEK RV GOLF & COUNTRY CLUB

DAVENPORT, FL

POLK COUNTY

EXHIBIT C

STATEMENT of EXPERIENCE

DEER CREEK

DEER CREEK does not operate either a water treatment facility or a wastewater treatment facility. It purchases those services from Polk County. DEER CREEK does have utility plant located within the service area consisting of a water distribution system, water meters and a wastewater collection system with a master lift station at which effluent is transferred to Polk County for treatment and disposal. Meter reading and billing is provided by National Exemption Service, LLC (NES) and White Accounting service, LLC, professional contractors engaged in the business of installing and servicing water meters and operating a water, sewer and trash billing service. Maintenance of the distribution and collection system is provided by the DEER CREEK maintenance staff supplemented, as needed by qualified contractors including ConstaFlow, Inc. with expertise in water and wastewater systems and liftstation service and maintenance. Administrative and oversight experience is provided the Board and officers of DEER CREEK. Also available for experience in regulatory matters is its attorney Gerald T.Buhr, Fla. Bar No. 897434, who is certified in City, County and local government law and has previously, attained a Class A certification in water and wastewater treatment plant operations and concentrates his practice in governmental, environmental and utility law.

DAVENPORT, FL

POLK COUNTY

EXHIBIT D

CIRCUMSTANCES REGARDING PROVISION OF SERVICE PRIOR TO OBTAINING CERTIFICATE OF AUTHORIZATION

DEER CREEK

CIRCUMSTANCES REGARDING PROVISION OF SERVICE PRIOR TO OBTAINING CERTIFICATE OF AUTHORIZATION

DEER CREEK is part of a Development of Regional Impact established in the early 1980's. Under that DRI several contiguous mobile home communities as well as commercial properties bordering the adjacent US Highway 27 were developed. These include Osprey Point, Eagles View, Partridge Pines and Regal Pointe, Mockingbird, Regal Ridge and Fawn Ridge campgrounds. The ownership of these developments changed hands several times and the form of governance within them also changed. A water distribution and wastewater collection system was constructed that reaches all of the developed area, built in phases as the development progressed. Several different agreements were made as to how service would be managed and billed for.

The applicant, DEER CREEK RV GOLF & COUNTRY CLUB, INC. (DEER CREEK) is a not-for-profit corporation formed in 2013 to operate the common area, amenities and recreational facilities of DEER CREEK. DEER CREEK is a mobile home community, the member communities of which are Osprey Point HOA, Eagles View HOA, Partridge Pines HOA and Regal Pointe HOA. Each individual member owns the lot upon which its mobile home is located.

Water is delivered to DEER CREEK by Polk County via a single master meter, even though that water is distributed to entities other than the DEER CREEK HOA's. The means of billing entities other the DEER CREEK HOA's; i.e., Mockingbird, Regal Ridge and Fawn Ridge and two commercial areas, was set by previous owners through agreements. DEER CREEK, the applicant, inherited and honors those billing arrangements. Those billing and service arrangement are discussed further in Exhibit I – Documentation for current Rates and charges.

DEER CREEK RV GOLF & COUNTRY CLUB

DAVENPORT, FL

POLK COUNTY

EXHIBIT E

LEGAL DESCRIPTION

DEER CREEK SERVICE AREA LEGAL DESCRIPTION

Commence at the Southeast corner of the Southwest 1/4 of Section 17, Township 26 South, Range 27 East, Polk County, Florida and run thence N 0°13'28" E, along the East boundary of said Southwest 1/4, a distance of 525.01 feet to the Point of Beginning: continue N 0°13'28" E, 2120.74 feet to the Northeast corner of said Southwest 1/4; .run thence S 89°54'39" W, along the North boundary of the Northeast 1/4 of the Southwest 1/4 a distance of 1325.49 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 17, run thence N 0°04'18" E, along the East boundary of said Southwest 1/4 of the Northwest 1/4, a distance of 725.00 feet; run thence N 76°22'33" W, 943.27 feet; run thence N 89°55'42" W, 45.00 feet to a point on a curve having a radius of 610.00 feet, a central angle of 91°04'15" and whose chord bears S45°36'26"W, run thence Southwesterly along said curve an arc distance of 969 .59 feet; run thence S 53°41 '40" W, 566.40 feet; run thence S 36°18'20" E, 20.00 feet; run thence S62°06'42" W, 482.92 feet to the Easterly right-of-way line of U.S. Highway 27; run thence along said right-of-way line the following courses and distances; S27°53'18"E, 1406.26 feet; N 62°06'42" E, 15.00 feet; S 27°53'18" B, 208.91 feet to the beginning of a curve to the right having a radius of 4437.18 feet, a central angle of 03°52'52" and whose chord bears S 25°56'52" E; run thence Southeasterly an arc distance of 300.57 feet; thence S 65°59'34" W, 15.00 feet to a point on a curve having a radius of 4422.18 feet, a central angle of 06°39'57" and whose chord bears S 20°40'27" E, run thence Southeasterly an arc distance of 514.48 feet; thence leaving said Easterly right-of-way line U.S. Highway 27, run N 89°50'47" E, 239.76 feet: run thence S 00°05'09" E, 208.71 feet to a point lying 25.00 feet North of the South boundary of said Section 17; run thence N 89°50'47" E, parallel to said South boundary 2013.87 feet; run thence N 00°09'14" W, 40.00 feet, run thence N 89°50'47" E, 50.00 feet; run thence N 00°09'14" W, 460.00 feet; run N 89°50'47" E, 400.95' feet to the Point of Beginning.

DEER CREEK RV GOLF & COUNTRY CLUB

DAVENPORT, FL

POLK COUNTY

EXHIBIT F

SYSTEM MAP

Under separate cover

DEER CREEK RV GOLF & COUNTRY CLUB

DAVENPORT, FL

POLK COUNTY

EXHIBIT F

SYSTEM MAP

Under separate cover

APPLICATION FOR ORIGINAL CERTIFICATE OF AUTHORIZATION FOR EXISTING UTILITY CURRENTLY CHARGING FOR SERVICE

DEER CREEK RV GOLF & COUNTRY CLUB

DAVENPORT, FL

POLK COUNTY

EXHIBIT G

SERVICE AREA MAP

Under separate cover

WASTEWATER TARIFF

Deer Creek RV Golf & Country Club, Inc.
NAME OF COMPANY

FILED WITH FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

Deer Creek RV Golf & Country Club, Inc.		
NAME OF COMPANY		
42749 Highway 27		
Davenport, FL 33837		
(ADDRESS OF COMPANY)		
(
(863)424-2839		
(Business & Emergency Telephone Numbers)		
James Lee		
ISSUING OFFICER		
IOOCING OF FIGER		
Drooidont		
President		
TITI F		

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	7.0
Service Availability Policy and Charges	17.0
Standard Forms	19.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.1

Deer Creek RV Golf & Count	ry Club, Inc.		
WASTEWATER TARIFF			
	TERRITORY	AUTHORITY	
CERTIFICATE NUMBER:			
COUNTY: Polk			
COMMISSION ORDER(s) APPROVING TERRITORY SERVED -			
Order Number	Date Issued	Docket Number	Filing Type
None			

James Lee ISSUING OFFICER

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

Commence at the Southeast corner of the Southwest 1/4 of Section 17, Township 26 South, Range 27 East, Polk County, Florida and run thence N 0°13'28" E, along the East boundary of said Southwest 1/4, a distance of 525.01 feet to the Point of Beginning: continue N 0°13'28" E, 2120.74 feet to the Northeast corner of said Southwest 1/4; .run thence S 89°54'39" W, along the North boundary of the Northeast 1/4 of the Southwest 1/4 a distance of 1325.49 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 17, runthence N 0°04'18" E, along the East boundary of said Southwest 1/4 of the Northwest 1/4, a distance of 725.00 feet; run thence N 76°22'33" W, 943.27 feet; run thence N 89°55'42" W, 45.00 feet to a point on a curve having a radius of 610.00 feet, a central angle of 91°04'15" and whose chord bears S45°36'26"W, run thence Southwesterly along said curve an arc distance of 969.59 feet; run thence S 53°41 '40" W, 566.40 feet; run thence S 36°18'20" E, 20.00 feet; run thence S62°06'42" W, 482.92 feet to the Easterly right-of-way line of U.S. Highway 27; run thence along said right-of-way line the following courses and distances; S27°53'18"E, 1406.26 feet; N 62°06'42" E, 15.00 feet; S 27°53'18" B, 208.91 feet to the beginning of a curve to the right having a radius of 4437.18 feet, a central angle of 03°52'52" and whose chord bears S 25°56'52" E; run thence Southeasterly an arc distance of 300.57 feet; thence S 65°59'34" W, 15.00 feet to a point on a curve having a radius of 4422.18 feet, a central angle of 06°39'57" and whose chord bears S 20°40'27" E, run thence Southeasterly an arc distance of 514.48 feet; thence leaving said Easterly right-of-way line U.S. Highway 27, run N 89°50'47" E, 239.76 feet: run thence S 00°05'09" E, 208.71 feet to a point lying 25.00 feet North of the South boundary of said Section 17; run thence N 89°50'47" E, parallel to said South boundary 2013.87 feet; run thence N 00°09'14" W, 40.00 feet, run thence N 89°50'47" E, 50.00 feet; run thence N 00°09'14" W, 460.00 feet; run N 89°50'47" E, 400.95' feet to the Point of Beginning.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

	County Name	Development Name	Rate Schedule(s) Available	Sheet No.
Polk		All of the area within the gated bounds of Deer Creek RV Golf & Country	RSS-1	13.0
		Club, excluding Mockingbird POA		
Polk		Mockingbird POA	RSS-2	13.1
Polk		Commercial South Area	GSS-1	12.0
Polk		Commercial North Area	GSS-2	12.1

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 "COMMISSION" 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 <u>"COMPANY"</u> The shortened name for the full name of the utility which is Deer Creek RV Golf & Country Club, Inc..
- 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 "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 <u>ARATE@</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, AService@ 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)

James Lee
ISSUING OFFICER

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.

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	Sheet <u>Number</u> :	Rule <u>Number</u> :
Access to Premises	9.0	12.0
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
Continuity of Service	8.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills	10.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts	10.0	21.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Tariff Dispute	7.0	2.0
Protection of Company's Property	9.0	13.0
Refusal or Discontinuance of Service	7.0	5.0

(Continued to Sheet No. 6.1)

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet <u>Number</u> :	Rule <u>Number</u> :
Right-of-way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

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>TARIFF 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 be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 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 AYour 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 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)

James Lee
ISSUING OFFICER

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)

James Lee
ISSUING OFFICER

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 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 <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 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)

James Lee
ISSUING OFFICER

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 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 <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.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	Sheet Number
Customer Deposits	. 14.0
General Service, GS	. 12.1
Miscellaneous Service Charges	. 15.0
Residential Service. RS	. 13.0

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GSS-1

AVAILABILITY - Available to Commercial South Area

<u>APPLICABILITY</u> - For wastewater service for all purposes

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and

Regulations of the Commission.

BILLING PERIOD -

RATE -

Meter Sizes	Base Facility Charge
5/8" x 3/4" 3/4" 1" 1 1/2" 2" 3" 4" 6" 8" 10"	\$ 0.00 See note \$ \$ \$ \$ \$ \$ \$ \$ \$

Charge per 1,000 gallons \$ 0.00 See note

Note: Deer Creek transmits wastewater effluent through its wastewater collection system and lift station to Polk County for treatment and disposal. It is billed by the County. Polk County calculates the wastewater charge based on water consumption passing through Deer Creek's master meter. Deer Creek prorates the charges to the Commercial South Area based on readings on each customer's individual meter.

MINIMUM CHARGE - Base Facility 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 -

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GSS-2

AVAILABILITY - Available to Commercial North Area

<u>APPLICABILITY</u> - For wastewater service for all purposes

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and

Regulations of the Commission.

BILLING PERIOD -

RATE -

Meter Sizes	<u>Base</u>	Facility Charge
5/8" x 3/4" 3/4" 1" 1 1/2" 2" 3" 4" 6" 8" 10"	\$\$\$\$\$\$\$\$\$\$\$	See note
Charge per 1,000 gallons	\$	See note

Note: The Commercial North Area receives water service directly from Polk County but its wastewater effluent flows through Deer Creek's wastewater collection system and its lift station to get to Polk County for treatment and disposal. Commercial North Area <u>may</u> be billed directly by the County, but Deer Creek receives no revenues for transporting the effluent under the current arrangement.

MINIMUM CHARGE - Base Facility 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.

-	IN /IT	\neg	
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TYPE OF FILING -

James Lee ISSUING OFFICER

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RSS-1

AVAILABILITY - Available within the gated bounds of Deer Creek RV Golf & Country Club, excepting

Mockingbird POA.

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 -

RATE -

Base Facility Charge

All Meter Sizes See

note

Charge per 1,000 gallons

10,000 cap

See note

Note: Deer Creek receives wastewater treatment from Polk County. Water consumption is measured at a master meter and is billed for water passing through that meter. Polk County calculates the wastewater charge based on water consumption. The Utility prorates the charges based on readings on each customer's individual meter.

MINIMUM CHARGE - Base Facility 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 -

James Lee ISSUING OFFICER

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RSS-2

AVAILABILITY - Available within the gated bounds of Deer Creek RV Golf & Country Club to

Mockingbird POA.

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 -

RATE -

Base Facility Charge

All Meter Sizes See

note

Charge per 1,000 gallons

10,000 cap

See note

Note: Deer Creek receives wastewater treatment from Polk County. Water consumption is measured at a master meter and is billed for water passing through that meter. Polk County calculates the wastewater charge based on water consumption. However, a meter at the entrance to Mockingbird POA measures all water to the POA and Mockingbird POA is billed directly for water by Polk County. Mockingbird POA may be billed directly by the County, but Deer Creek receives no revenues for transporting the effluent under the current arrangement.

MINIMUM CHARGE - Base Facility 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 -

James Lee ISSUING OFFICER

WASTEWATER TARIFF

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"	N/A	N/A
1"	N/A	N/A
1 1/2"	N/A	N/A
Over 2"	N/A	N/A

<u>ADDITIONAL DEPOSIT</u> - 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.

<u>INTEREST ON DEPOSIT</u> - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a).

<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 -

TYPE OF FILING -

James Lee
ISSUING OFFICER

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.

<u>INITIAL CONNECTION</u> - 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.

<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.

<u>PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION)</u> - 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 Charge \$ N/A			
Normal Reconnection Charge	\$ N/A		
Violation Reconnection Charge	\$Actual Cost (1)		
Premises Visit Charge (in lieu of disconnection)	\$ N/A		

(1) Actual Cost is equal to the total cost incurred for	or services
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EFFECTIVE DATE -

TYPE OF FILING -

James Lee
ISSUING OFFICER

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

	Sheet Number
Schedule of ChargesService Availability Policy	18.0 17.0

WASTEWATER TARIFF	
	SERVICE AVAILABILITY POLICY
None	

President TITLE

Deer Creek RV Golf & Country Club,	Inc.
WASTEWATER TARIFF	
	SERVICE AVAILABILITY CHARGES
None	

President

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

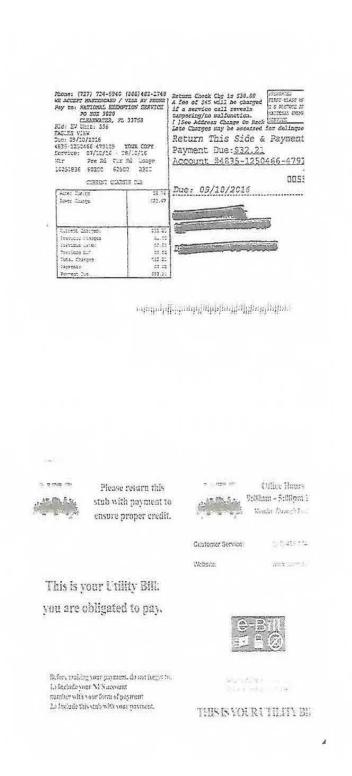
	Sheet No.
APPLICATION FOR WASTEWATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	21.0

VASTEWATER TARIF	;	
	APPLICATION FOR WASTEWATER SERVICE	
None		

President TITLE

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL



James Lee ISSUING OFFICER

Deer Creek RV Golf & Country Club, Inc.
NAME OF COMPANY

FILED WITH FLORIDA PUBLIC SERVICE COMMISSION

NAME OF COMPANY

Deer Creek RV Golf & Country Club, Inc.

42749 Highway 27
Davenport, FL 33837

(ADDRESS OF COMPANY)

(863) 424-2839

(Business & Emergency Telephone Numbers)

James Lee
ISSUING OFFICER

President
TITLE

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

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	Sheet Number
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Description of Territory Served	3.1
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Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy and Charges	17.0
Standard Forms	20.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

James Lee ISSUING OFFICER

Deer Creek RV Golf & Country	Club		
WATER TARIFF			
	TERRITORY AU	THORITY	
CERTIFICATE NUMBER -			
COUNTY - Polk			
COMMISSION ORDER(s) APPR	OVING TERRITORY SEI	RVED -	
Order Number None	Date Issued	Docket Number	Filing Type

James Lee ISSUING OFFICER

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

Commence at the Southeast corner of the Southwest 1/4 of Section 17, Township 26 South, Range 27 East, Polk County, Florida and run thence N 0°13'28" E, along the East boundary of said Southwest 1/4, a distance of 525.01 feet to the Point of Beginning; continue N 0°13'28" E, 2120.74 feet to the Northeast corner of said Southwest 1/4; .run thence S 89°54'39" W, along the North boundary of the Northeast 1/4 of the Southwest 1/4 a distance of 1325.49 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 17, run thence N 0°04'18" E, along the East boundary of said Southwest 1/4 of the Northwest 1/4, a distance of 725.00 feet; run thence N 76°22'33" W, 943.27 feet; run thence N 89°55'42" W, 45.00 feet to a point on a curve having a radius of 610.00 feet, a central angle of 91°04'15" and whose chord bears S45°36'26"W, run thence Southwesterly along said curve an arc distance of 969 .59 feet; run thence S 53°41 '40" W, 566.40 feet; run thence S 36°18'20" E, 20.00 feet; run thence S62°06'42" W, 482.92 feet to the Easterly right-of-way line of U.S. Highway 27; run thence along said right-of-way line the following courses and distances; S27°53'18"E, 1406.26 feet; N 62°06'42" E, 15.00 feet; S 27°53'18" B, 208.91 feet to the beginning of a curve to the right having a radius of 4437.18 feet, a central angle of 03°52'52" and whose chord bears S 25°56'52" E; run thence Southeasterly an arc distance of 300.57 feet; thence S 65°59'34" W, 15.00 feet to a point on a curve having a radius of 4422.18 feet, a central angle of 06°39'57" and whose chord bears S 20°40'27" E, run thence Southeasterly an arc distance of 514.48 feet: thence leaving said Easterly right-of-way line U.S. Highway 27, run N 89°50'47" E, 239.76 feet: run thence S 00°05'09" E, 208.71 feet to a point lying 25.00 feet North of the South boundary of said Section 17; run thence N 89°50'47" E, parallel to said South boundary 2013.87 feet; run thence N 00°09'14" W, 40.00 feet, run thence N 89°50'47" E, 50.00 feet; run thence N 00°09'14" W, 460.00 feet; run N 89°50'47" E, 400.95' feet to the Point of Beginning.

> James Lee ISSUING OFFICER

WATER TARIFF

COMMUNITIES SERVED LISTING

Polk	County Name	Development Name All of the area within the gated bounds of Deer Creek RV Golf & Country Club, excluding Mockingbird POA	Rate Schedule(s) Available RSW-1	Sheet No. 13.0
Polk		Mockingbird POA	RSW-2	13.1
Polk		Commercial South Area	GSW-1	12.0

James Lee ISSUING OFFICER

President

TITLE

Deel Cleek IV Goll & Coulliv Club.	r Creek RV Golf & Country Clul	b.
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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. "COMMISSION" - The shortened name for the Florida Public Service Commission. 3.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company 4.0 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 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 ARATE@ - 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, AService@ 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)

James Lee
ISSUING OFFICER
President
TITLE

WATER 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.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	Sheet <u>Number</u> :	Rule <u>Number</u> :
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions	7.0	6.0
Filing of Contracts	10.0	25.0
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Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
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Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0

(Continued to Sheet No. 6.1)

James Lee ISSUING OFFICER

President

WATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet <u>Number</u> :	Rule <u>Number</u> :
Tariff Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
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Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	10.0	19.0

James Lee ISSUING OFFICER

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 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 <u>TARIFF 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 be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 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 AYour Water and Wastewater Service,@ prepared by the Florida Public Service Commission.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for water 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 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 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 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 <u>DELINQUENT BILLS</u> 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)

James Lee
ISSUING OFFICER
President

Deer Creek RV Golf & Country Club.

(Continued from Sheet No. 7.0)

9.0 <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 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 <u>LIMITATION OF USE</u> - 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 <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 charge resulting from a violation of this Rule.
- 12.0 <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.

(Continued on Sheet No. 9.0)

James Lee
ISSUING OFFICER

Deer Creek RV	Golf & Country	/ Club
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(Continued from Sheet No. 8.0)

13.0 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> - 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.

Not withstanding 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 <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.
- 15.0 <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 water service.
- 16.0 <u>CUSTOMER BILLING</u> 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 <u>TERMINATION OF SERVICE</u> 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)

James Lee	•
ISSUING OFFICER	
President	

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 <u>UNAUTHORIZED CONNECTIONS</u> <u>WATER</u> 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 <u>METERS</u> 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 <u>ALL WATER THROUGH METER</u> 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 <u>ADJUSTMENT OF BILLS</u> 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 <u>ADJUSTMENT OF BILLS FOR METER ERROR</u> 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 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 <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.

James Lee ISSUING OFFICER

WATER TARIFF

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General Service, GS	. 12.0
Meter Test Deposit	. 15.0
Miscellaneous Service Charges	. 16.0
Residential Service, RS	. 13.0

James Lee ISSUING OFFICER

Deel Cleek NV Goll & Coullin Clur	Deer Creek RV Golf & Coun	ntry Club
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GENERAL SERVICE

RATE SCHEDULE GSW-1

AVAILABILITY - Available to Commercial South Area

<u>APPLICABILITY</u> - For water service for all purposes

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this tariff and General Rules and

Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Meter Sizes Base Facilities Charge

All Meter Sizes See note

Charge per 1,000 gallons See note

Note: Deer Creek receives water from Polk County at a master meter and is billed for water passing through that meter, including water to the Commercial South Area. Deer Creek, through its billing contractor NES, prorates the charge to the Commercial South Area based on readings on each customer's individual meter.

MINIMUM CHARGE - \$0.00

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 -

James Lee ISSUING OFFICER

President

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RWS-1

AVAILABILITY - Available within the gated bounds of Deer Creek RV Golf & Country Club, excepting

Mockingbird POA.

<u>APPLICABILITY</u> - For water service for all purposes

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules and

Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Meter Sizes Base Facility Charge

All Meter Sizes See note

Charge per 1,000 gallons See note

Note: Deer Creek utility receives water from Polk County at a master meter and is billed for water passing through that meter. A meter at the entrance to Mockingbird POA all water to the POA and Mockingbird POA is billed directly by Polk County. Deer Creek, through its billing contractor NES, prorates all other consumption and charges each customer based on readings on each customer's individual meter.

MINIMUM CHARGE - \$0.00

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 -

James Lee ISSUING OFFICER

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RWS-2

AVAILABILITY - Available within the gated bounds of Deer Creek RV Golf & Country Club to

Mockingbird POA.

<u>APPLICABILITY</u> - For water service for all purposes

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules and

Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Meter Sizes Base Facility Charge

All Meter Sizes See note

Charge per 1,000 gallons See note

Note: Deer Creek receives water from Polk County at a master meter and is billed for water passing through that meter. A meter at the entrance to Mockingbird POA measures all water to the POA and Mockingbird POA is billed directly by Polk County. Deer Creek receives no revenue for water sales to Mockingbird POA.

MINIMUM CHARGE - \$0.00

<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 water service,

service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

James Lee ISSUING OFFICER

Deer Creek RV Golf & Country Cl	ub
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CUSTOMER DEPOSITS

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

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

<u>ADDITIONAL DEPOSIT</u> - 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.

<u>INTEREST ON DEPOSIT</u> - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a).

<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 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 -

James Lee
ISSUING OFFICER
President

Deer Creek RV	Golf &	Country Club	
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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.

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

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

<u>METER FIELD TEST REQUEST</u> - 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 -

James Lee
ISSUING OFFICER
President

Deer Creek RV Golf & Country Club	
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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.

<u>INITIAL CONNECTION</u> - 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.

<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.

<u>PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION)</u> - 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 Charge	\$	N/A	
Normal Reconnection Charge	\$	N/A	
Violation Reconnection Charge	\$	N/A	
Premises Visit Charge (in lieu of disconnection)	\$	N/A	

EFFECTIVE DATE -

TYPE OF FILING -

James Lee
ISSUING OFFICER
President
TITLE

WATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

Description	Sheet Number
Schedule of Charges	19.0
Service Availability Policy	18.0

James Lee ISSUING OFFICER

President

VATER TARIFF		
	SERVICE AVAILABILITY POLICY	
None		

James Lee ISSUING OFFICER

President

WATER TARIFF		
	SERVICE AVAILABILITY CHARGES	
None		
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President TITLE

WATER TARIFF

INDEX OF STANDARD FORMS

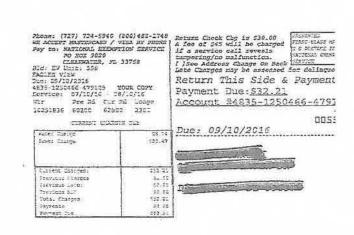
Description	Sheet No.
APPLICATION FOR WATER SERVICE	21.0
COPY OF CUSTOMER'S BILL	22.0

James Lee ISSUING OFFICER

	ORIGINAL SHEET NO. 21.0
Country Club	
APPLICATION FOR WATER SERVICE	
	James L ISSUING OFFICE

President

COPY OF CUSTOMER'S BILL



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James Lee ISSUING OFFICER

President

APPLICATION FOR ORIGINAL CERTIFICATE OF AUTHORIZATION FOR EXISTING UTILITY CURRENTLY CHARGING FOR SERVICE

DEER CREEK RV GOLF & COUNTRY CLUB

DAVENPORT, FL

POLK COUNTY

EXHIBIT H

WATER & WASTEWATER TARIFFS

APPLICATION FOR ORIGINAL CERTIFICATE OF AUTHORIZATION FOR EXISTING UTILITY CURRENTLY CHARGING FOR SERVICE

DEER CREEK RV GOLF & COUNTRY CLUB

DAVENPORT, FL

POLK COUNTY

EXHIBIT I

DOCUMENTATION OF CURRENT RATES AND CHARGES

BASIS FOR CURRENT RATES AND CHARGES

The current rates and charges are those in force when Deer Creek RV Golf and Country Club, Inc. was established in August, 2013 and Deer Creek has honored those arrangements.

Deer Creek receives a monthly bill from Polk County that shows the total gallons passing through it master meter, with a deduction for the gallons measured at the Mocking Bird POA. After deducting those gallons, Deer Creek is billed on based on a BFC for a 12" meter plus a gallonage charge for the remaining gallons. On the same bill, Polk County shows a wastewater charge based on the gallons billed to Deer Creek after deducting the gallons used by Mocking Bird POA.

Basically, Deer Creek's billing service, National Exemption Service (NES), allocates the bill received from Polk County back to the residents within Deer Creek RV Golf and Country Club based on the meter readings at each location. There are exceptions which were in force when Deer Creek took control.

- 1. The lots located in the Deer Creek HOA's (Osprey Point, Eagle View, Partridge Pines and Regal Point) and Regal Ridge Co-op including Fawn Ridge Campground and the Commercial South Area have their meters read monthly by NES which calculates a bill based on the gallons used at each meter as compared to the total gallons billed to Deer Creek minus the gallons used by Mockingbird POA. That bill includes a prorated wastewater charge.
- 2. Mockingbird POA is billed directly by Polk County for water and presumably wastewater based on meter readings at its meter. Deer Creek does not bill Mockingbird POA and sees no revenue from Mockingbird POA for water or wastewater even though its water and wastewater flows through Deer Creek's distribution and collection system.
- 3. The Commercial North Area receives water directly from Polk County and does not use any of Deer Creek's facilities. Therefore Deer Creek see no water revenues from the Commercial North Area. However, the Commercial North Area does use Deer Creek's wastewater collection system and lift station to get to Polk County's treatment and facilities. The County may be billing it directly as part of its water bill, but Deer Creek sees no wastewater revenues from the Commercial North Area.

APPLICATION FOR ORIGINAL CERTIFICATE OF AUTHORIZATION FOR EXISTING UTILITY CURRENTLY CHARGING FOR SERVICE

DEER CREEK RV GOLF & COUNTRY CLUB

DAVENPORT, FL

POLK COUNTY

EXHIBIT J

PROOF OF NOTICE

Late filed after PSC approval

APPLICATION FOR ORIGINAL CERTIFICATE OF AUTHORIZATION FOR EXISTING UTILITY CURRENTLY CHARGING FOR SERVICE

DEER CREEK RV GOLF & COUNTRY CLUB

DAVENPORT, FL

POLK COUNTY

EXHIBIT J

PROOF OF NOTICE

Late filed after PSC approval

Support for New Rate for Maintaing WW System

Applicable to: Users that pay Polk County Directly with no Compensation to Deer Creek

Purpose: To Compensate Deer Creek for Maintenance of Mains and Lift Station Used by these Us

Expenses related to WW System, Jan-Jun/2016	\$33,877.56	
Less: Pump replacement (capital cost)	(17,998.36)	
Six Months Expense	\$15,879.20	
Annualized Expense	31,758.40	
Total Customers receiving WW service*		1,080
Annual Cost per Customer	\$	29.41
Monthly cost per customer	\$	2.45
Customers receiving WW service with no compensation to Deer Creek		
Mocking Bird POA		180
Commercial North		16
Total Customers not paying to Deer Creek for WV		196
Additional Annual Revenue	\$	5,763.56
* - Customer Account		
Deer Creek RV Golf & Country Club		604
Regal Ridge Co-op		258
Mockingbird POA		180
Commercial South Area		22
Commercial North Area		<u>16</u>
		1080