

LAKE WALES UTILITY CO.

P.O. Box 9076 • Lakeshore, Florida 33854 • (941) 696-1128 • Fax (941) 696-3502 • e-mail: lwuco@gte.net

May 20, 1999

Ms. Blanca Bayo
Public Service Commission
Director of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL. 32399-0850

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
MAY 21 AM 10:03
MAILROOM

Re: Docket No. 981258-WS – Investigation of Water and Wastewater rates for Lake Haven Utility Association, Ltd. d/b/a Lake Wales Utility Co., Ltd. in Polk County for possible overearinings.

Re: Public Service Commission Staff's first data request dated May 11, 1999.

Dear Ms. Bayo:

The below is submitted to Staff's first data request:

Item 1. - Capital Expenditures:

- a. Computer Systems replacement and upgrade: \$5167.69. See Appendix "A".
- b. Utility Vehicle: \$6590.00. See Appendix "B".

Item 2. - Prioritized Work List:

- a. Painting of Wastewater Treatment Plant complete. Cost \$1860.00.
- b. Purchasing 30 storm water dishes for manholes. Installation complete by July 30, 1999. Cost - \$2400.00.
- b. Purchase Radio Communications Equipment. Cost \$2100.00. Complete by June 30, 1999.

Item 3. – Expected increase in recurring expenses for 1999 over 1998 are as follows:

| | |
|---|-------------|
| 1. New Hire (operation/maintenance) | \$11,200.00 |
| 2. Liquid Sludge Disposal | \$4200.00 |
| 3. Increased Insurance Costs – (Vehicle, Liability, Health, etc.) | \$4550.00 |
| 4. Additional vehicle lease | \$4396.00 |

DOCUMENT NUMBER-DATE

06487 MAY 21 99

FPSC-RECORDS/REPORTING

| | |
|---|-------------|
| 5. Present employee wage increase | \$1120.00 |
| 6. Water Plant Ground Storage Tank and Building Maintenance | \$2000.00 |
| 7. Collection System Cleaning and Repair | \$5000.00 |
| 8. Uniform maintenance/replacement | \$1200.00 |
| 9. Past accrued management fees | \$5250.00 |
| 10. Manager salary increase | \$2800.00 |
| 11. Labor costs | \$10,560.00 |
| Total: | \$52,276.00 |

Item 4 - There is no firm estimated growth in revenues for 1999.

Sincerely,



David K. Pearce
Manager

Cc: file

Mr. Mark R. Rubin, Esquire

127 E. Park Avenue ■ P.O. Box 1073
Lake Wales, Florida 33859-1073 Phone: (941) 676-0102

| | | | | |
|--|--|------------|---|--------------------------------|
| <input type="checkbox"/> SERVICE <input type="checkbox"/> INSTALL | <input type="checkbox"/> PICK UP <input type="checkbox"/> DELIVER | PHONE | REPAIR IN <input type="checkbox"/> HOME <input type="checkbox"/> SHOP | DATE OF ORDER 4/1/99 |
| NAME Lake Wales Center | | | DATE PROMISED | |
| ADDRESS P.O. Box 9076 | | | APARTMENT | |
| CITY Lakewood, FL | | | DATE OF ORIG. INSTAL. | |
| MAKE | MODEL | SERIAL NO. | <input type="checkbox"/> ESTIMATE <input type="checkbox"/> WARRANTY <input type="checkbox"/> CONTRACT <input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHARGE <input type="checkbox"/> C.O.D. | |
| NATURE OF SERVICE REQUEST | | | | |

| QUAN. | PART NO. | DESCRIPTION | PRICE | AMOUNT |
|-------|----------|--|--------------------------|----------------|
| 5 | | H/P Backup Tapes Box 3 1/2" MAXELL F.D. | 50.00 9.99 | 175.00 4.99 |
| 1 | HP | 51649A | 36.94 | 33.29 |
| 1 | HP | 51629A | 35.99 | 32.39 |
| 1 | | A PC PERST T | | 29.95 |

| | | |
|-------------------|------------------------|-----------------------------------|
| SERVICE PERFORMED | TOTAL MATERIAL | 275.62 |
| | TECHNICAL SERVICE TIME | / |
| | TAX | 16.54 |
| Thank You! | DATE COMPLETED | CASH ON COMPLETION OF WORK |
| | TOTAL | 292.16 |

INVOICE COPY I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment has been left in good condition.
Technician _____ Customer's Signature _____

127 E. Park Avenue ■ P.O. Box 1073
Lake Wales, Florida 33859-1073 Phone: (941) 676-0102

| | | | | |
|--|---|------------|---|--------------------------------|
| <input type="checkbox"/> SERVICE <input type="checkbox"/> INSTALL | <input type="checkbox"/> PICK UP <input checked="" type="checkbox"/> DELIVER | PHONE | REPAIR IN <input type="checkbox"/> HOME <input type="checkbox"/> SHOP | DATE OF ORDER 4/1/99 |
| NAME Lake Wales Center | | | DATE PROMISED | |
| ADDRESS P.O. Box 9076 | | | APARTMENT | |
| CITY Lakewood, FL | | | DATE OF ORIG. INSTAL. | |
| MAKE | MODEL | SERIAL NO. | <input type="checkbox"/> ESTIMATE <input type="checkbox"/> WARRANTY <input type="checkbox"/> CONTRACT <input type="checkbox"/> CASH <input checked="" type="checkbox"/> CHARGE <input type="checkbox"/> C.O.D. | |
| NATURE OF SERVICE REQUEST | | | | |

| QUAN. | PART NO. | DESCRIPTION | PRICE | AMOUNT |
|-------|----------|--|-------|---------|
| 1 | | 450MHz Computer, w/w/198 mP Mem RAM, 16 Meg AGP Video, 17.6 in H.D. 5.6 in Tape D/A, 40x CD-ROM, 5.6k u.s.r. Modem, 17" CRT Vg-710 Monitor, Keypoint Keyboard, M/S Ergonomic Mouse, 3 1/2 Floppy Drive. | | 2749.00 |
| 1 | | Microsoft Office Competitive Vgr. | | 299.00 |
| 1 | | H/P Officejet 7200 Network Printer | | 549.95 |
| 1 | | OK Data 320 Printer 5490/02235810 | | 359.95 |
| 1 | | American Power BK-500 | | 149.95 |

| | | |
|-------------------|------------------------|-----------------------------------|
| SERVICE PERFORMED | TOTAL MATERIAL | 4109.95 |
| | TECHNICAL SERVICE TIME | 200.00 |
| | TAX | 2107.80 |
| Thank You! | DATE COMPLETED | CASH ON COMPLETION OF WORK |
| | TOTAL | 2354.32 |

INVOICE COPY I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment has been left in good condition.
Technician _____ Customer's Signature _____

APPENDIX "A"



11251

127 E. Park Avenue ■ P.O. Box 1073
Lake Wales, Florida 33859-1073 Phone: (941) 676-0102

| | | | | |
|--|--|-------------------|--|--|
| <input type="checkbox"/> SERVICE <input type="checkbox"/> INSTALL | <input type="checkbox"/> PICK UP <input type="checkbox"/> DELIVER | PHONE 696-1128 | REPAIR IN <input type="checkbox"/> HOME <input type="checkbox"/> SHOP | DATE OF ORDER 5/7/99 |
| NAME LAKE WALES UTILITY CO. LTD | | | | DATE PROMISED |
| ADDRESS P.O. Box 9076 | | | | APARTMENT |
| CITY FEDHAVEN, FL 33854 | | | | DATE OF ORIG. INSTAL. |
| MAKE | MODEL | SERIAL NO. | | <input type="checkbox"/> ESTIMATE <input type="checkbox"/> WARRANTY <input type="checkbox"/> CONTRACT <input type="checkbox"/> CASH <input type="checkbox"/> CHARGE <input type="checkbox"/> C.O.D. |
| NATURE OF SERVICE REQUEST | | | | |

| QUAN. | PART NO. | DESCRIPTION | PRICE | AMOUNT |
|-------|----------|--|-------|--------|
| 1 | | H/P 56.5 Colorado Tape Drive V/N M400362089 | | 219.95 |
| 1 | | H/P Officejet 720 Multifunction Printer V/N M4919A1HQ | | 549.95 |
| 1 | | APC Voltage Protector | | 79.95 |
| | | | | |
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|--|------------------------|---------|
| SERVICE PERFORMED 4 Hours Tech Time setting up software testing etc. | TOTAL MATERIAL | 799.95 |
| | TECHNICAL SERVICE TIME | 200.00 |
| | TAX | 59.99 |
| | TOTAL | 1059.94 |

Thank You! DATE COMPLETED 5/7/99 CASH ON COMPLETION OF WORK →

INVOICE COPY I hereby accept above performed service, and charges, as being satisfactory and acknowledge that equipment has been left in good condition.

Technician DK Customer's Signature _____

APPENDIX "A"

RENTAL AGREEMENT

425016

| | | | | |
|---|---|-------------------------------|---|------------------------------------|
| LESSEE <i>Lake Wales Utility Co.</i> | DATE <i>5/19/99</i> | TERM <i>5/19/99</i> | BEGINS ON <i>5/19/99</i> | ENDS ON <i>1/19/2000</i> |
| Street or RFD <i>P.O. Box 9076</i> | BRANCH/REGION | ACCOUNT NO. | <small>Do NOT write in shaded areas. For Office use only.</small> | |
| City, State ZIP Code <i>Fedhaun, FL 33854</i> | LESSOR NAME AND ADDRESS <i>Fields Equipment Co.</i> | | | NUMBER OF MONTHS |
| Telephone Number <i>941-696-1128</i> | <i>3203 Havendale Blvd.</i> | | | APPLIED DATE |
| Contact | <i>Winter Haven FL 33881</i> | | | PAYMENTS APPLIED |

| | | | | | | | | | | | |
|--|------------|-------------------|-----------------------|---------------|--------------------------|--------------------|------------|-------------|------------|-------------|--------------|
| Rental Rate \$ <i>761.25</i> mth | Tax | + \$ <i>45.68</i> | Service Charge | + \$ <i>0</i> | TOTAL RENTAL RATE | = \$ <i>806.93</i> | Per | Hour | Day | Week | Month |
|--|------------|-------------------|-----------------------|---------------|--------------------------|--------------------|------------|-------------|------------|-------------|--------------|

| | | |
|--|--|---|
| Minimum RENTAL PERIOD Guaranteed by Lessee <i>8 months</i> | Minimum RENTAL AMOUNT Guaranteed by Lessee \$ <i>6455.40</i> | Rentals are payable in advance of use of equipment: <input type="checkbox"/> Weekly Rental <input type="checkbox"/> one week's rent in advance <input type="checkbox"/> Hourly and Daily Rental-entire amount in advance <input checked="" type="checkbox"/> Monthly Rental- one month's rent in advance |
|--|--|---|

EQUIPMENT WILL BE USED AT: (County) *Polk* (City) *Fedhaun* (State) *Florida*

Lessee will not remove the Equipment from this location without written permission from Lessor.

| Document Reference No. | Qty. | Model | Size & Description of Equipment (Give Product Identification/Serial No.) | Hour Meter Reading | Present Value | % |
|------------------------|----------|------------|--|--------------------|----------------|----------------------------|
| | <i>1</i> | <i>4X2</i> | <i>GATOR Utility Vehicle</i> <i>W004X2X038882</i> | | <i>6590.00</i> | |
| | | | | | <i>6590.00</i> | TOTAL VALUE PRESENT |

RENTAL AGREEMENT

The above-named Lessor hereby leases to the above-named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at his address shown above. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof.

It is contemplated that the Equipment will be operated for not more than *N/A* hours in any one day; *N/A* hours in any one week; *N/A* hours in any one month, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession, and the amount of any such loss or damage shall be based on the value shown above. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operating and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear excepted. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.

Lessee assumes all risk and liability for and shall hold Lessor and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the Equipment. Lessee, at his own expense will carry public liability insurance with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$50,000 per occurrence for property damage. Neither Lessor, its assigns, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment.

Upon expiration of the term of this Rental Agreement or at any time during such term, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above, and may apply to such purchase price *N/A* % of all rentals theretofore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to by the parties.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF WHICH ARE HEREBY MADE A PART HEREOF.

| | |
|---|---|
| LESSEE (Customer) <i>Lake Wales Utility Co.</i> <i>x David K. Pearce</i> | LESSOR (Dealer) <i>Fields Equipment Co. Inc.</i> BY <i>[Signature]</i> |
|---|---|

DC-1010-STOCK 9-98 Printed in U.S.A.

CUSTOMER COPY

APPENDIX "B"