

FLORIDA UTILITY SERVICES 1, LLC
3336 GRAND BLVD. SUITE 102
HOLIDAY, FL. 34690
863-904-5574

August 19, 2016

Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL. 32399

RE: Request to open a docket for an application for transfer from McLeod Gardens Water Company to McLeod Gardens Utilities, LLC in Polk County.

Dear Commission Clerk:

Enclosed please find the application for a transfer from McLeod Gardens Water Company to McLeod Gardens Utilities, LLC in Polk County Florida.

On behalf of the utility,



Mike Smallridge

RECEIVED-FPSC
2016 AUG 25 AM 8:10
COMMISSION
CLERK

**APPLICATION FOR A TRANSFER OF MAJORITY ORGANIZATION CONTROL
OF A REGULATED UTILITY**

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(4), Florida Administrative Code)**

Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

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

The undersigned hereby makes application for the approval of a transfer of majority ownership of the regulated utility. The change is for all or part of the facilities operated under Water Certificate No. 619-W and/or Wastewater Certificate No. n/a located in POLK County, Florida, and submits the following:

PART I APPLICANT INFORMATION

A) Contact Information for Utility/Seller. The utility/seller's certificated name, address, telephone number, and, if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

MCLEOD GARDENS WATER COMPANY
Utility Name

616 2ND ST. S.W.
Office Street Address

<u>WINTER HAVEN</u>	<u>FL</u>	<u>33883</u>
City	State	Zip Code

P.O. BOX 2898
Mailing Address (if different from Street Address)

<u>WINTER HAVEN</u>	<u>FL</u>	<u>33883</u>
City	State	Zip Code

(863) 293-2577

Phone Number

(863) 293-2827

Fax Number

Federal Employer Identification Number

KIMBERLYAGOSSETT@HOTMAIL.COM

E-Mail Address

Website Address

619-W

Water Certificate No.

N/A

Wastewater Certificate No.

- B) The contact information of the seller's authorized representative to contact concerning this application:

KIM GOSSETT

Name

P.O. BOX 2898

Mailing Address

WINTER HAVEN

City

FL

State

33883

Zip Code

(863) 293-2577

Phone Number

() -

Fax Number

KIMBERLYAGOSSETT@HOTMAIL.COM

E-Mail Address

- C) Indicate the nature of the buyer's business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations showing the utility's business name and registration/document number for the business, unless operating as a sole proprietor.

Corporation _____ Number

Limited Liability Company _____ Number

- Partnership _____
Number
- Limited Partnership _____
Number
- Limited Liability Partnership _____
Number
- Sole Proprietorship
- Association
- Other (Specify) _____

If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

- Fictitious Name (d/b/a) _____
N/A
Registration Number

D) Contact Information for Buyer. The buyer's certificated name, address, telephone number, Federal Employer Identification Number, and if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations.

FLORIDA UTILITY SERVICES 1, LLC
Buyer's Name

3336 GRAND BLVD SUITE #102
Office Street Address

<u>HOLIDAY</u>	<u>FL</u>	<u>34690</u>
City	State	Zip Code

Mailing Address (if different from Street Address)

_____ City	_____ State	_____ Zip Code
---------------	----------------	-------------------

(863) 904-5574

Phone Number

() -

Fax Number

Federal Employer Identification Number

MIKE@FUS1LLC.COM

E-Mail Address

McLeod Gardens Utilities, LLC

New Utility Name

- E) The contact information of the buyer's authorized representative to contact concerning this application:

MICHAEL SMALLRIDGE

Name

3336 GRAND BLVD SUITE # 102

Mailing Address

HOLIDAY

City

FL

State

34690

Zip Code

(352) 302-7406

Phone Number

() -

Fax Number

MIKE@FUS1LLC.COM

E-Mail Address

PART II

TRANSFER OF MAJORITY OWNERSHIP

A) DESCRIPTION OF SALE AGREEMENT

- 1) Exhibit A - Provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs before Commission approval, the contract shall include a provision that the contract is contingent upon Commission approval.

2) Exhibit B - Provide the following documentation of the terms of the transfer:

a) The date the closing occurred or will occur.

b) The purchase price and terms of payment.

c) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

d) A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations.

e) Provisions regarding the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases.

f) A statement that the buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

THE BUYER WILL FULFILL THE COMMITMENTS, OBLIGATIONS
AND REPRESENTATIONS OF THE SELLER WITH REGARD TO
UTILITY MATTERS.

- g) A provision that the buyer has or will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

- h) A statement that the utility's books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA).

THE UTILITIES BOOKS AND RECORDS WILL BE MAINTAINED USING
NARUC UNIFORM SYSTEM OF ACCOUNTS

- i) A statement that the utility's books and records will be maintained at the utility's office(s) within Florida, or that the utility will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location or out-of-state. If the records will not be maintained at the utility's office(s), the statement should include the location where the utility intends to maintain the books and records.

THE BOOKS AND RECORDS WILL BE MAINTAINED AT THE
UTILITIES OFFICE LOCATED AT 3336 GRAND BLVD #102, HOLIDAY
FLORIDA 34690

- 3) Exhibit C - Provide a description of the ownership transfer, including the date the transfer occurred or will occur and a description of the resulting ownership interests in the utility.

B) FINANCIAL ABILITY

- 1) Exhibit D - Provide a 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 ____ - Provide a list of all entities, including affiliates, upon which the buyer 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.

N/A

C) TECHNICAL ABILITY; FACILITIES

- 1) Exhibit E - The buyer's experience in the water or wastewater industry.

- 2) Exhibit F - Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

- 3) Exhibit G - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

D) PUBLIC INTEREST, PROPOSED TARIFF, AND ACCOUNTING INFORMATION

- 1) Exhibit H - Provide a statement explaining why the transfer is in the public interest.

- 2) Exhibit I - Provide tariff sheets reflecting any changes resulting from the transfer. See Rule 25-30.037, F.A.C., for information about water and wastewater tariff forms that are available and may be completed by the applicant and included in the application.

- 3) Exhibit J - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

E) NOTICING REQUIREMENTS

- 1) Exhibit K - 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 completed application.

APPLICATION SUBMITTED BY:

Michael Anase
Applicant's Signature

Michael Smallridge
Applicant's Name (Printed)

SOLE Managing Member.
Applicant's Title

8-19-16.
Date

EXHIBIT C

Balance sheet and income statement

Florida Utility Services 1, LLC
Profit & Loss
 January through July 2016

	Jan - Jul 16
Ordinary Income/Expense	
Income	
47000 · Revenue	
47100 · Revenue - Billing Services	40,714.75
47200 · Revenue - Utility Svcs - Field	100,616.28
47300 · Revenue - Non-Utility	95,172.76
47400 · Revenue - Bookkeeping Svcs	750.00
47500 · Revenue - Accounting Svcs	34,050.77
47900 · Revenue - Interest Income	0.01
Total 47000 · Revenue	271,304.57
49900 · Uncategorized Income	2,297.84
Total Income	273,602.41
Cost of Goods Sold	
50000 · Cost of Goods Sold	
51100 · C/S UtilitySvc - Office	250.00
52000 · Materials & Supplies	384.47
Total 50000 · Cost of Goods Sold	634.47
Total COGS	634.47
Gross Profit	272,967.94
Expense	
60100 · Accounting	76.95
60200 · Automobile Expense	15,242.58
60400 · Bank Service Charges	185.00
60501 · Bookkeeping	763.43
61000 · Business Licenses and Permits	213.75
61700 · Computer and Internet Expenses	705.00
62500 · Dues and Subscriptions	125.00
62600 · Equipment Rental	878.93
63400 · Interest Expense	379.70
63600 · - Contractual Labor	570.00
64300 · Meals and Entertainment	895.31
64700 · Miscellaneous Expense	500.00
64900 · Office Supplies	12,222.74
65000 · Agent Fee	0.00
65500 · Insurance on Truck	3,346.29
66000 · Payroll Expenses	133,212.25
66200 · Employee Benefits	9,149.70
66500 · Postage and Delivery	10,014.40
66501 · Rent & Utilities	11,200.00
67100 · Postage & Box Rental Expense	680.03
67200 · Repairs and Maintenance	14,262.94
67300 · Supplies	645.37
68100 · Telephone & Internet Expense	6,938.89
68300 · Legal Fees	758.60
68400 · Travel Expense	579.44
68600 · Utilities	1,114.80
68700 · Membership Dues	795.00
Total Expense	225,456.10
Net Ordinary Income	47,511.84
Net Income	47,511.84

Florida Utility Services 1, LLC
Balance Sheet
As of July 31, 2016

	Jul 31, 16
ASSETS	
Current Assets	
Checking/Savings	
13000 · Cash	
13200 · Checking - Iberia Bank	4,230.78
13300 · Iberia Bank - Savings	369.53
	4,600.31
Total 13000 · Cash	4,600.31
Total Checking/Savings	4,600.31
Accounts Receivable	
14000 · Accounts Receivable	167,771.09
	167,771.09
Total Accounts Receivable	167,771.09
Other Current Assets	
1 · Suspense	-99.40
13500 · Due To/ Due From	
13506 · Holiday Gardens Due To/Due From	7,350.12
13508 · WLWW Due To / Due From	-500.00
13509 · Charlie Creek Due To/ Due From	499.78
13510 · East Marion Due To / Due Fro	3,731.37
13512 · Orange Land Utilities, LLC	922.67
13513 · Mc Leod Gardens Utilities, LLC	1,000.00
	13,003.94
Total 13500 · Due To/ Due From	13,003.94
18500 · Deferred Costs Rate Case Expens	289.62
2110 · Employee Receivable	481.83
	13,675.99
Total Other Current Assets	13,675.99
Total Current Assets	186,047.39
Fixed Assets	
15000 · Furniture	395.38
15100 · Equipment	6,913.20
15341 · Vehicles	26,645.34
17000 · Accumulated Depreciation	-10,501.37
	23,452.55
Total Fixed Assets	23,452.55
Other Assets	
18000 · Rent Security Deposit	1,585.00
	1,585.00
Total Other Assets	1,585.00
TOTAL ASSETS	211,084.94
LIABILITIES & EQUITY	

Florida Utility Services 1, LLC
Balance Sheet
As of July 31, 2016

	<u>Jul 31, 16</u>
Liabilities	
Current Liabilities	
Accounts Payable	
21000 · Accounts Payable	5,553.21
Total Accounts Payable	5,553.21
Other Current Liabilities	
21100 · Michael Smallrige Loan	-2,675.55
21150 · Iberia Line of Credit	2,070.44
23000 · Truck Loan - ALLY	5,663.20
24000 · Payroll Liabilities	28.96
Total Other Current Liabilities	5,087.05
Total Current Liabilities	10,640.26
Total Liabilities	10,640.26
Equity	
32000 · Members Equity	152,932.84
Net Income	47,511.84
Total Equity	200,444.68
TOTAL LIABILITIES & EQUITY	211,084.94

EXHIBIT D

Buyer was appointed to the Citrus County Water and Wastewater Authority, the local regulatory body for Citrus County, where he served for seven years. The Buyer also served as the "Class C" representative for the Governors Study Committee for Investor Owned Water and Wastewater Utility Systems in 2013. He maintains a regular yearly schedule of training classes through the Florida Rural Water Association and completed the NARUC Utility Rate School in 2001. He serves as the appointed circuit court receiver for Four Points Utility Corporation and West Lakeland Wastewater, Inc., both of which have been involved in staff-assisted rate cases, limited proceedings or certificate transfer cases in the last three years. The Buyer also owns Pinecrest Utilities, LLC (Pinecrest), which was involved in a staff-assisted rate case and a tariff amendment to increase miscellaneous service charges in 2012. In total, the Buyer owns, is the receiver of, or is the manager of, a total of nine Class C water and wastewater facilities, seven of which are regulated by the Commission.

EXHIBIT G

I believe the transfer is in the public interest because I am able to provide the capital investment to the utility to make the needed repairs and provide regular maintenance. Upgrades to customer services will include customer being able to receive their bills via email, a office location, 24/7 customer phone number to report outages or speak with a customer service person and the customer option to pay with a credit card or debit card and on- line.

WATER TARIFF

MCLEOD GARDENS UTILITIES, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

MCLEOD GARDENS UTILITIES, LLC
NAME OF COMPANY

3336 GRAND BLVD. SUITE #102

HOLIDAY, FL. 34690
(ADDRESS OF COMPANY)

(863) 904-5574 Business
(863) 904-5574 – Emergency
(Business & Emergency Telephone Number)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
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

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 619-W

COUNTY – Polk

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-01-2317-PAA-WU	11/27/2001	001381-WU	Original in Existence

DESCRIPTION OF TERRITORY SERVED

MCLEOD GARDENS:

IN SECTION 13, TOWNSHIP 29 SOUTH, RANGE 25 EAST:

THE SOUTH 891 FEET OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 13, LESS THE SOUTH 40 FEET THEREOF FOR BOMBER ROAD.

IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 26 EAST:

THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 18, LESS THE SOUTH 40 FEET THEREOF FOR BOMBER ROAD.

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheets No.</u>
Polk	McLeod Gardens	GS, RS	12.0, 13.0

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is MCLEOD GARDENS UTILITIES, LLC
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule 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
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements	10.0	24.0
Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Tariff Dispute	7.0	2.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections – Water	10.0	19.0

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 TARIFF DISPUTE – 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 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

(Continued from Sheet No. 8.0)

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

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

- 14.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 16.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

(Continued from Sheet No. 9.0)

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

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Meter Test Deposit.....	15.0
Miscellaneous Service Charges.....	16.0
Residential Service, RS	13.0

GENERAL SERVICE

RATE SCHEDULE (GS)

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE -

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 10.86
3/4"	\$ 16.29
1"	\$ 27.14
1 1/2"	\$ 54.28
2"	\$ 86.85
3"	\$ 173.71
4"	\$ 271.41
6"	\$ 542.83
Charge per 1,000 gallons	\$ 2.72

- 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 water service, service may then be discontinued.

- EFFECTIVE DATE - TBD
- TYPE OF FILING - Application for Transfer

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

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

RATE –

<u>Meter Sizes</u>	<u>Base Facility Charge</u>
5/8" x 3/4"	\$ 10.86
3/4"	\$ 16.29
1"	\$ 27.14
1 1/2"	\$ 54.28
2"	\$ 86.85
3"	\$ 173.71
4"	\$ 271.41
6"	\$ 542.83
Charge per 1,000 gallons	\$ 2.72

- 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 water service, service may then be discontinued.
- EFFECTIVE DATE – TBD
- TYPE OF FILING – Application for Transfer

CUSTOMER DEPOSITS

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

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

	<u>Residential Service</u>	<u>General Service</u>
5/8" x 3/4"	\$70.00	\$70.00
All over 5/8" x 3/4"	2 x average estimated bill	2 x average estimated bill

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

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

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE – TBD

TYPE OF FILING – Application for Transfer

METER TEST DEPOSIT

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

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

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

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

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

LATE PAYMENT CHARGE – This charge would be levied when a customer's billing account is not paid timely and is therefore delinquent.

Schedule of Miscellaneous Service Charges

Initial Connection Charge	\$15.00
Normal Reconnection Charge	\$15.00
Violation Reconnection Charge	\$15.00
Premises Visit Charge (in lieu of disconnection)	\$10.00
Late Payment Charge	\$ 3.00
Credit Card Convenience Fee	\$ 3.45

EFFECTIVE DATE – TBD

TYPE OF FILING – Application for Transfer

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges	19.0
Service Availability Policy	18.0

SERVICE AVAILABILITY POLICY

MCLEOD GARDENS UTILITIES, LLC will construct all on-site, and treatment facilities and will assess a Plant Capacity Charge to new customers that connect to the system.

SERVICE AVAILABILITY CHARGES

<u>Description</u>	<u>Amount</u>
<u>Meter Installation Charge</u>	
5/8" x 3/4"	\$115.00
<u>Plant Capacity Charge</u>	
Residential – per ERC	\$275.00

EFFECTIVE DATE – TBD

TYPE OF FILING – Application for Transfer

INDEX OF STANDARD FORMS

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

APPLICATION FOR WATER SERVICE

Name _____ Telephone Number _____

Billing Address _____

City

State

Zip

Service Address _____

City

State

Zip

Date service should begin _____

Service requested: Water _____

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

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

Signature

Date

COPY OF CUSTOMER'S BILL

Tevalo, Inc./dba McLeod Gardens Water Co.
P. O. Box 2898
818 Second Street SW
Winter Haven, FL 33883-2898
883-293-2677

Water Service for Lot: 52

Balance Forward:	\$34.34
Payment Received: 6/18	(\$34.34)
Late Fee:	\$0.00
Premise Visit:	\$0.00
Reconnect Fee:	\$0.00
NSF Charges:	\$0.00
June service:	<u>\$18.36</u>
TOTAL DUE:	\$18.36

Payment must be received by us no later than July 20, 2001 to avoid a \$3.00 late fee. Mail your payment to the above address. Make check or money order payable to Tevalo, Inc. CASH CANNOT BE ACCEPTED

Have a great 4th of July!

Front
←

Water Once a Week Only NO WATERING 10 AM TO 4 PM

Michael Bala
225 Lily Pad Lane
Winter Haven, FL 33880

Please keep your water valve cover visible, free of grass and dirt.

- > Monthly service amount is Water Service of \$18.00 plus Polk County Service Tax Fee of 2% or \$.36.
- > Payments received after the 28th will be credited on the next month's bill.
- > A 5-working-day cut off notice will be sent if payment is not received by us by the 20th of the month. (NOT BY POSTMARK DATE ON ENVELOPE)
- > If account is not paid in full during the 5-day period (including the late fee), service will be discontinued **WITHOUT FURTHER NOTICE**.
- > Additional fees will be assessed if service must be discontinued.
- > Schedule of Fees/Service:

Water Service	\$18.00
Polk County Service Tax Fee (2%)	.36
Late Fee per occurrence	3.00
Premises Visit	10.00
Violation Reconnection	15.00
NSF Fee	15.00
Customer Removal or Damage To Lock	Actual Cost

BACK
←