Office of Public Counsel

Production of Document

No. 2

Purchased Water and Wastewater Adjustments

Support

LAKE SUZY UTILITY WATER SUPPLY CONTRACT

THIS CONTRACT, is entered into this 14 day of July, 2006, by and between DeSoto County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (hereinafter the "County") and Lake Suzy Utility, Inc., a Florida corporation, also known as Lake Suzy Utilities, Inc., and Aqua Utilities, Inc., a Texas corporation, registered as a foreign profit corporation in Florida, (hereinafter "LSU"). The County and LSU are sometimes collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, pursuant to water and wastewater tariffs, both filed with the Florida Public Service Commission, LSU provides water and wastewater services to a portion of DeSoto County as more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter the "Lake Suzy Service Area"); and

WHEREAS, the County and Lake Suzy Utilities, Inc., LSU's predecessor in interest, entered into that certain Lake Suzy Water Supply Contract dated February 24, 1992 (hereinafter the "1992 Water Supply Contract"); and

WHEREAS, the County and Lake Suzy Utilities, Inc. entered into that certain Lake Suzy Amended Water Supply Contract dated April 12, 1995 (hereinafter the "1995 Amended Water Supply Contract") which operated as a novation and superseded the 1992 Water Supply Contract; and

WHEREAS, the 1995 Amended Water Supply Contract has a term that shall extend for whatever period of time the County may be obligated to purchase water from the Peace River/Manasota Regional Water Supply Authority under the Peace River Water Supply Contract or the Peace River Option Water Supply Contract or from Charlotte County under the Interlocal

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Agreement for Water Supply Between Charlotte and DeSoto County, all of which have expired or have been superseded; and

WHEREAS, the County and LSU (hereinafter the "Parties"), entered into that certain DeSoto County, Florida Lake Suzy Utility, Inc. Master Utility Agreement dated September 30, 2004, the Kingsway Wastewater System Utility Asset Transfer Agreement dated September 30, 2004 and the Lake Suzy Water System Utility Asset Transfer Agreement dated September 30, 2004 (collectively the "Master Utility Agreements") in order to establish a new relationship between the County and LSU in relation to utility service to the Lake Suzy Service Area; and

WHEREAS, a dispute arose between the Parties over the Master Utility Agreements and the 1995 Amended Water Supply Contract.

WHEREAS, as full and complete resolution of the dispute with respect to the Master Utility Agreements and the 1995 Amended Water Supply Contract, the Parties hereby agree that the Master Utility Agreements and the 1995 Amended Water Supply Contract are terminated and that the Parties waive any and all rights, claims, or causes of action against each other as a result or in connection with the Master Utility Agreements and the 1995 Amended Water Supply Contract.

WHEREAS, as a specific condition of this Agreement, the Parties will enter into a certain Utility Service Area Transfer Agreement

WHEREAS, the Parties are desirous of entering into a contract to update and supersede the 1995 Amended Water Supply Contract and the Master Utility Agreements and to provide for the bulk sale of water by the County to LSU for distribution, to the Lake Suzy Service Area and agree that this Agreement, and the Utility Service Area Transfer Agreement, supersede the 1995 Amended Water Supply Contract and the Master Utility Agreement; and

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WHEREAS, LSU has notified the County that it will require additional quantities of water; and

WHEREAS, the County has entered into that certain Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority, recorded at Official Records Book 570, Page 981 of the Public Records of DeSoto County, Florida; Official Records Book 2850, Page 1475 of the Public Records of Charlotte County, Florida; Official Records Book 2072, Page 1915 of the Public Records of Manatee County, Florida; and as Instrument # 2005235135 of the Official Records of Sarasota County, Florida; and that certain Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract, recorded at Official Records Book 570, Page 1007 of the Public Records of DeSoto County, Florida; Official Records Book 2850, Page 1501 of the Public Records of Charlotte County, Florida; Official Records Book 2072, Page 1941 of the Public Records of Manatee County, Florida; and as Instrument # 2005235134 of the Official Records of Sarasota County, Florida (hereinafter collectively the "PR/MRWSA Contracts") which have recently been adopted in order to meet the water demand needs of the Lake Suzy Service Area water customers and all other water customers in DeSoto County; and

WHEREAS, it is necessary and in the public interest that the County provide potable water to the Lake Suzy Service Area and LSU pursuant to the terms of this Lake Suzy Utility Water Supply Contract (hereinafter the "Contract");

WHEREAS, the County therefore proposes to supply LSU with the Water Allocation (as that term is defined in this Contract) pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be

deemed an integral part of this Contract and the Parties hereto agree are true and correct, and of the mutual covenants and agreements, hereinafter set forth, the Parties, intending to be legally bound hereby agree as follows:

1. DEFINITIONS: In the absence of a clear implication otherwise, capitalized terms under this Contract and in the attached exhibits shall have the following meanings:

1.1 Contract Year. The fiscal year of the County (beginning on each October 1, and ending on the following September 30) during the term of this Contract.

1.2 Delivery Point(s). The point(s) of delivery of water by the County under this Contract, as more specifically described in Exhibit B, attached hereto.

1.3 DeSoto Utility Regulation Ordinance. DeSoto Ordinance Number 1999-01 as amended by DeSoto Ordinance Number 2002-04 and as subsequently amended or superseded pursuant to action by the DeSoto County Board of County Commissioners in the future.

1.4 Effective Date. The date when the last party to this Contract executes the Contract and the PR/MRWSA Agreements have been adopted by the Peace River/Manasota Regional Water Supply Authority and all Members and Customers thereto as such terms are defined in the PR/MRWSA Agreements.

1.5 GPM. Gallons per minute.

1.6 Water Allocation. For any Contract Year, the maximum quantity of water committed by the County to be delivered to LSU as shown in Exhibit C.

1.7 Water Charge. For any Contract Year, the rate to be paid by LSU for water delivered by the County to the Delivery Point(s), as such rate is established and as may be revised from time to time in accordance with the DeSoto Utility Regulation Ordinance, by the Board of County Commissioners of DeSoto County.

1.8 Water Use and Needs Report. The report, prepared in substantially the same format as Exhibit D attached hereto, to be prepared by LSU and delivered to the County pursuant to the terms of this Contract.

2. TERM. The term of this Contract shall begin on the Effective Date and end on the 10-year anniversary of the Effective Date, or by mutual agreement of the Parties, or if LSU conveys its interest in the Lake Suzy Service Area to another unaffiliated entity.

3. CONDITIONS PRECEDENT. All rights, obligations, and liabilities of the Parties shall be subject to the satisfaction of the conditions precedent identified in this Section as follows:

3.1 The complete execution of this Contract by the County and LSU; and

3.2 The representations set forth in Section 4 are true and correct as of the Effective Date; and

3.3 The PR/MRWSA Agreements have been adopted by the Peace River/Manasota Regional Water Supply Authority and all Members and Customers thereto as such terms are defined in the PR/MRWSA Agreements.

3.4 Delivery by LSU to the County a current accounting of all existing, reserved and future connections for which the water delivered to LSU will be distributed. Said accounting shall be in a format acceptable to the County and in substantially the same format as the report in Exhibit E attached hereto.

3.5 Delivery by LSU to the County of an initial Master Plan of Planned Future Improvements to illustrate how service is to be provided to customers within the Lake Suzy Service Area. Said Master Plan shall be in a format acceptable to the County and shall indicate

planned construction start and completion dates. Sufficient distribution system planning must be illustrated to justify requested water allocation in the Water Use and Needs Report. LSU shall annually update and resubmit said Master Plan for the County's review on the anniversary of the Effective Date.

4. REPRESENTATION OF THE PARTIES. The Parties make the following representations:

4.1 Both Parties are duly organized and existing in good standing under the laws of the State of Florida; and

4.2 Both Parties have the power, authority, and legal right to enter into and perform the obligations set forth in this Contract, and the execution, delivery, and performance hereof by them (a) has been duly authorized; (b) does not require any other approvals by any other governmental officers or bodies; (c) will not violate any judgment, order, law, or regulation applicable to either of the Parties; and (d) does not constitute a default under, nor result in the creation of, any lien, charge, encumbrance, or security interest upon the assets of either party under any agreement or instrument to which it is a party or by which the party and its assets may be bound or effected; and

4.3 This Contract has been duly entered into and delivered and, as of the Effective Date, constitutes a legal, valid, and binding obligation of the Parties hereto, fully enforceable in accordance with its terms; and

4.4 There is no action, suit, or proceeding, at law or in equity, before or by any court or governmental authority pending, or, to the best of each party's knowledge, threatened against either party, wherein any unfavorable decision, ruling, or finding would materially adversely effect the performance by a party of its obligations hereunder or the other transactions

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contemplated hereby, or which, in any way, would adversely effect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the parties in connection with the transaction contemplated hereby; and,

4.5 The Parties agree that as of the Effective Date, neither party shall have any further right, obligation, or legal remedy against the other party arising from the 1992 Water Supply Contract, the 1995 Amended Water Supply Contract, the Master Utility Agreements, or any other previous contract or agreement existing between the Parties or their predecessors in interest; and, .

4.6 The Parties agree that LSU shall be subject to all rules, regulations and obligations outlined in the DeSoto Utility Regulation Ordinance(s), as such may be amended from time to time, in the same manner as any other water franchisee of the County; and,

4.7 The Parties represent and warrant to each other that each will use its best efforts and will negotiate in good faith to fully execute all documents required by this Contract, including the Utility Service Area Transfer Agreement, and all documents that are required or related to the Utility Service Area Transfer Agreement.

5. DELIVERY OF WATER ALLOCATION. During each Contract Year, the County shall use its best efforts to deliver to LSU its Water Allocation, as follows:

5.1 Delivery Schedule. The County shall not be required to deliver water to LSU in excess of the Water Allocation, nor shall the County be required to provide water to LSU, if prohibited by any applicable federal, state, regional, or local statute, rule, ordinance, law, administrative order, or judicial decree or in violation of applicable environmental permits. Further, in the event that at any time there is insufficient potable water available from the Peace

River/Manasota Regional Water Supply Authority to fully meet the Water Allocation, then the Water Allocation shall be reduced pro-rata in accordance with Section 10.2 of the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract.

5.2 Rate of Delivery. The County need not deliver water to LSU at a rate which shall cause the County to exceed its delivery schedule as outlined in Section 10.4 of the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract. In the event that LSU's rate of water usage causes the County to exceed the delivery schedule as outlined in Section 10.4 of the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract, and the Authority imposes a Conservation Rate upon the County for such demand, LSU, in addition to the Water Charges outlined in Section 6 herein, shall pay to the County the difference between the Conservation Rate and the County's normal water charges payable to the Authority for the amount of water usage that caused the County to exceed its delivery schedule from the Authority.

5.3 Source of Water. The County's obligation to supply LSU with its Water Allocation is limited to water delivered to the County from the Peace River/Manasota Regional Water Supply Authority. The County is not required to provide water to satisfy LSU's Water Allocation from any other source.

5.4 Future Water Allocation. Future water allocations may be requested by LSU for the Lake Suzy Service Area from time to time. LSU may not request future water allocations to serve customers outside the current Lake Suzy Service Area without the express written consent of the County's Board of County Commissioners. Upon receipt of a request by LSU to increase future water allocations for the Lake Suzy Service Area, the County shall consider whether LSU is currently operating within the parameters of the then-current DeSoto Utility Regulation

Ordinance(s). If so, the County shall submit the increased water allocation request to the Peace River/Manasota Regional Water Supply Authority as part of the County's water demands projection to be delivered to the Peace River/Manasota Regional Water Supply Authority pursuant to Section 12 of the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract. No later than October 15 of each year, LSU shall submit to the County a Water Use and Needs Report. Within thirty (30) days of receipt of the Water Use and Needs Report, the County shall notify LSU that it has accepted LSU's Water Use and Needs Report and that it will submit the increased water allocation request to the Peace River/Manasota Regional Water Supply Authority as part of the County's water demand projections report due on or before the following January 15 in accordance with Section 12 of the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract. Failure of LSU to submit the Water Use and Needs Report by October 15 waives the County's obligation to provide additional water allocation to LSU for the coming year as outlined in this section.

5.5 Delivery Point. The County shall only deliver water to LSU at its Delivery Point(s) specified in Exhibit B.

6. WATER CHARGE. For each Contract Year, LSU shall pay the County the applicable water charge as follows:

6.1 Rate Setting Elements. On or before September 30 of each calendar year, the Board of County Commissioners of Desoto County shall fix the Water Charge for the subsequent Contract Year to be paid by LSU, taking into account:

6.1.1 the water charge paid by the County to the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract as such may be amended from time to time;

6.1.2 the County's then-existing DeSoto Utility Regulation Ordinance(s); and

6.1.3 any additional costs, which are not arbitrary and capricious, associated with the delivery of water by the County to LSU, including but not limited to increased costs anticipated to be paid by the County to the Peace River/Manasota Regional Water Supply Authority to meet future water allocation increases requested by LSU.

6.2 Rate Setting and Internal Audit. The initial Water Charge payable by LSU to the County pursuant to this Contract shall be $3.75 per 1,000 gallons (hereinafter the "Initial Water Charge"). The Initial Water Charge shall be effective from the Effective Date through the following November 30 (hereinafter the "Initial Water Charge Period"). Thereafter, the Board of County Commissioners shall fix the Water Charge after an internal audit of the costs associated with delivery of water to LSU in the previous calendar year and projected costs for the delivery of water in the subsequent calendar year. LSU's rate shall be set in a per 1,000 gallon rate and divided into a monthly charge. Upon request, LSU shall be entitled to review the internal audit at its completion and shall have the right to make comment either in writing or by oral presentation to the County Board of County Commissioners regarding the fixing of the Water Charge.

6.3 Effective Date of Water Charge. Other than the Initial Water Charge, the Water Charge set pursuant to Section 6.1 of this Contract shall be effective beginning on the immediately following December 1 and shall remain in effect until the immediately following November 30, unless adjusted pursuant to Section 6.5 of this Contract. During the interim period between, (a) the date the Board of County Commissioners of DeSoto County fixes the Water Charge to be paid by LSU, and (b) the effective date of the revised Water Charge, any deficiency between the monthly Water Charge currently being paid by LSU to the County and the monthly

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water charges owed by the County to the Peace River/Manasota Regional Water Supply Authority for water provided to LSU shall be paid by LSU by making ten equal monthly payments beginning December 1 and continuing through to the following September 30.

6.4 Irrevocable Commitment to Pay. It is the intent of the Parties that LSU shall bear all the costs incurred by the County in providing LSU with water pursuant to this Contract. In no event shall LSU pay a Water Charge which is less than the County's costs for obtaining water from the Peace River/Manasota Regional Water Supply Authority, including any administrative or incidental costs incurred by the County. LSU shall be obligated to pay its Water Charge regardless of whether or not it utilizes the whole of its Water Allocation. Moreover, LSU recognizes that circumstances such as equipment failure, construction delays, failure to obtain permits, limitations on permits, transmission line ruptures or defects, acts of God, etc., may prevent the performance by the County of its obligations pursuant to this Contract. Nevertheless, LSU shall pay its Water Charges throughout the term of this Contract. Said payments by LSU shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction.

6.5 Rate Adjustments. If the Peace River/Manasota Regional Water Supply Authority should raise rates subsequent to the County's fixing LSU's Water Charge, the County shall adjust, and LSU shall pay, an adjustment in LSU's Water Charge in an amount equal to the County's costs incurred by reason of such rate increase, including any administrative or incidental costs. The revised Water Charge set pursuant to this Section shall be effective sixty (60) days after the date the County adjusts LSU's Water Charge and shall remain in effect until the immediately following November 30.

6.6 Payment. On or before the twentieth day of each month, the County shall bill

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LSU the Water Charge and payment shall be made by LSU to the County within thirty (30) days following receipt of said bill by LSU. The County, in addition to all other legal remedies, shall have the right to discontinue the delivery of water under this Contract for non-payment by LSU.

6.7 Bankruptcy, Assignment of Fees, Water Charges, and Receivables. In the event of a default, following notice and an opportunity to cure LSU hereby assigns to the County any fees, water charges, or other receivables due to LSU by LSU's customers for the provision of water. Such assignment shall be absolute in the event of any default in payment by LSU to the County, upon written demand made by the County. In the event LSU should file a petition for bankruptcy LSU hereby agrees and consents to the entry of an order providing the County with relief from the automatic stay or adequate protection and consents that a court of competent jurisdiction may appoint a receiver to collect such fees, water charges, or other receivables and pay the County the Water Charge owed by LSU to the County in the manner provided in Section 6.6 of this Contract.

6.8 Impact Fees. In addition to the Water Charge, LSU shall also be liable to the County for water capital charges, also known as impact fees, and any other fees and costs pursuant to the DeSoto Utility Regulation Ordinance(s), as such may be amended from time to time, in the same manner as any other water franchisee of the County.

7. WATER QUALITY. The County shall use its best efforts to deliver water of the same quality, and same terms as set forth in the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract to the Delivery Point(s).

8. WATER MEASUREMENT. The County shall measure all water delivered at the Delivery Point(s) and shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the County shall be the exclusive means of determining

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the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of the standard make and type, installed at a readily accessible location, and shall record flow with an accuracy sufficient to meet all applicable reporting requirements. The cost for said metering equipment and installation thereof shall be shared equally by the Parties. Likewise, the cost of any calibration, repair or replacement of the metering equipment shall be shared equally by the Parties. The County shall annually check the accuracy of the metering equipment and arrange for recalibration if necessary. LSU may be present when the metering equipment is checked for accuracy and the test records shall be made available for LSU's inspection upon reasonable written request. LSU may request, and the County shall conduct, more frequent testing and recalibration. However, all costs associated with requested testing and recalibration, more frequent than the annual testing and recalibration, shall be at the sole expense of LSU.

9. PLEDGE OF REVENUES. The County reserves the right to pledge or assign all or any part of the revenues derived from the rates and fees charged under this Contract to the repayment of any loan, bond, or other indebtedness of the County utility system.

10. FRANCHISE. The County is in the process of restructuring its utility franchise ordinance. LSU has determined that it wishes to become a utility franchisee of the County and thereby remove itself from Florida Public Service Commission oversight in favor of local oversight by the County. To that end, LSU and the County agree as follows:

10.1 County Franchisee. As a condition of this Contract, LSU agrees to use all commercially reasonable efforts to become a utility franchisee of the County and withdraw from oversight of the Public Service Commission. Said withdrawal shall be completed within one (1) year of the Effective Date of this Contract.

10.2 Ordinance Revision. LSU and the County agree to work together to restructure the current utility franchise ordinance.

10.3 Three Party Agreements. LSU and the County agree that certain infrastructure will be required to support growth in LSU's anticipated franchise area. LSU and the County agree to enter into agreements with developers to allow contributions-in-aid-of-construction from developers within the anticipated franchise area.

10.4 Franchise Agreement. LSU and the County agree to enter into a franchise agreement to include all other terms and conditions. Said franchise agreement shall be effective contemporaneously with LSU's withdrawal from Florida Public Service Commission oversight.

11. ASSIGNMENT. No assignment, delegation, transfer, or novation of this Contract or any part hereof shall be made, unless approved by both the County and LSU.

12. SUCCESSORS & PARENTS BOUND. Lake Suzy and Aqua Utilities, Inc. hereby binds itself, its successors and assigns to the County with respect to all covenants of this Contract.

13. FORCE MAJEURE. The County's non-performance of its obligations under this Contract may be excused by the occurrence of strikes, or other labor disputes, damage to or destruction of the facilities delivering water to LSU, or prevention of performance by governmental authority or by act of God.

14. NOTICES. All notices, or other writings permitted or required to be delivered to the County at its County Administrator's office:

DeSoto County Courthouse, 11 5 E. Oak Street, Arcadia, Florida 33821

and to Lake Suzy at:

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12408 SW Sheri Street, Lake Suzy, FL 33821

With a required copy to:

Aqua Utilities Florida, Inc.
1100 Thomas Avenue
P.O. Box 490310
Leesburg, FL 34749

15. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Contract is solely for the benefit of the County and LSU and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any other person.

16. AMENDMENT. This Contract may only be amended by a writing duly executed by the County and LSU.

17. CONSTRUCTION. This Contract shall be governed by and constructed in accordance with the laws of the State of Florida.

18. SEVERABILITY. If any part, section, subsection, or other portion of this Contract or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof shall be severable, and the remaining provisions of the Contract, and all applications thereof not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

19. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Parties and has been entered into voluntarily and with independent advice and legal counsel and has been executed by authorized representatives of each party on the date written above. Furthermore, it is the intent of the Parties that this Contract operate as a novation and to supersede and replace the 1995 Amended Water Supply Contract which is hereby null and void. However, this Contract is not to be construed to supercede or in anyway contradict County

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utility ordinances currently existing or as they shall be amended from time to time. In the event any provision of this Contract contradicts a County utility ordinance, the provision in the County utility ordinance shall prevail. Further, all construction that LSU may plan or undertake pursuant to its rights and obligations herein, shall be subject to County review, permitting and approvals in the same manner as all other construction in the County.

20. COUNTY EXCLUSIVE SUPPLIER. LSU agrees that the County shall be its exclusive supplier of water during the term of this Contract.

21. WAIVER. Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

22. FURTHER ASSURANCES. The County and LSU each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by the other party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

23. FIRE PROTECTION. The parties agree that the following shall apply to the Lake Suzy Service Area with regard to water flows for fire protection.

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23.1 Within thirty (30) days of the Effective Date, LSU agrees to demonstrate to the satisfaction of the County that the water distribution system in the Lake Suzy Service Area meets or exceeds current fire flow requirements of 1000 GPM at a 20 psi residual for residential connections and 2000 GPM at 20 psi residual for commercial connections or such other fire flow requirements the County may have in place at the time of the testing, so long as the County delivers water at the Delivery Point at a flow rate of at least 2000 GPM at 20 psi residual. Should the water distribution system fail to meet the requirements outlined above, within sixty (60) days of receipt of a written notice by the County that the system has been found deficient, LSU shall submit to the County for its review and comment, a system improvement plan that includes watermains, loops or other improvements to meet or exceed the required fire flow requirements and a construction schedule for the implementation of the plan. Upon the County's approval of the plan, LSU shall install the improvements in accordance with the plan, but in no event shall LSU have more than five (5) years from the date of said approval to install the improvements . The County shall be allowed to inspect the installation during construction. LSU shall then resubmit the system for flow testing to meet the County's fire flow requirements. If the system does not pass, the County shall have the right, but not the duty, to improve the system to meet the fire flow requirements and be reimbursed by LSU for the cost to do so. The system shall be tested on an annual basis thereafter on the anniversary of the Effective Date. On each subsequent testing, the rights and responsibilities of the parties shall remain the same as on the initial testing.

23.2 In the event the County utilizes water from LSU's distribution system for fire protection and said fire protection is not for the protection of LSU's customers, the County shall give LSU a credit against its Water Charge for the quantities of water so utilized by the County.

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24. EXHIBITS AND ADDENDUMS. This Contract incorporates the following exhibits and addendums which are attached hereto and made a part hereof:

Exhibit A	Lake Suzy Service Areas
Exhibit B	Delivery Point(s)
Exhibit C	Water Allocation
Exhibit D	Water Use and Needs Report Format
Exhibit E	Existing, Reserved and Future Connections Report Format

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[SIGNATURE PAGES AND EXHIBITS TO COME]

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EXHIBIT "B"

Delivery Points for AQUA Utilities

	Delivery Points
36-Inch/12-Inch RTS	• PemBrook Pines (No Existing Service Address) • Kings Highway @ Lake Suzy Utilities (910 Kings Highway) @ Sherri Street
24-Inch Kings Highway RTS	• Kings Highway @ adjacent to Lake Suzy [1,2]
16-Inch DeSoto County System	• Kings Highway @ North Franchise Boundary [1,3]

[1.] To be planned and approved by DeSoto County for future Franchise utilization.

[2.] Future connection to be used to supplement existing Franchise Service Area customers.

[3.] Future connection to be used to supplement existing and new Franchise Service Area customers.

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EXHIBIT "C"
Water Allocation/Demands

Annual Average Day (MGD)			
Fiscal Year	Existing Allocation	Water Supply Demands	Total
FY06	0.125	0.018	0.143
FY07	0.125	0.055	0.180
FY08	0.125	0.108	0.233
FY09	0.125	0.177	0.302
FY10	0.125	0.278	0.403
FY11	0.125	0.378	0.503
FY12	0.125	0.417	0.542
FY13	0.125	0.417	0.542
FY14	0.125	0.417	0.542

Peak Monthly Average Day (MGD) (1.02026)			
Fiscal Year	Existing Allocation	Water Supply Demands	Total
FY06 560-570	0.125	0.000	0.146
FY07 135-705	0.125	0.042	0.184
FY08 210-915	0.125	0.073	0.238
FY09 270-1185	0.125	0.113	0.308
FY10 395-1580	0.125	0.168	0.411
FY11 389-1969	0.125	0.192	0.513
FY12 155-2124	0.125	0.216	0.553
FY13	0.125	0.239	0.553
FY14	0.125	0.263	0.553

Maximum Day (MGD) (1.4)			
Fiscal Year	Existing Allocation	Water Supply Demands	Total
FY06 560-570	0.125	0.000	0.200
FY07 135-705	0.125	0.307	0.252
FY08 210-915	0.125	0.385	0.326
FY09 270-1185	0.125	0.490	0.423
FY10 395-1580	0.125	0.634	0.564
FY11 389-1969	0.125	0.694	0.704
FY12 155-2124	0.125	0.757	0.759
FY13	0.125	0.817	0.759
FY14	0.125	0.877	0.759

Annual Average Day, Peak Month Average Day, Peak Day are expressed in million gallons per day (MGD)

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EXHIBIT "D"
Water Use and Needs Report Format

In accordance with the Lake Suzy Water Supply Contract, LSU shall offer the following Water Use and Needs Report to establish the future water needs in the Lake Suzy Area. Such data, if accepted by the County, would be incorporated into the County's annual request for additional water supply from the Peace River Manasota Regional Water Supply Authority.
LSU shall offer the following data on an annual basis:

Annual Average Day (MGD)			
Fiscal Year	Existing Water Use.	Additional Water Use	Total
FY06	0.125	0.018	0.143
FY07	0.125	0.055	0.180
FY08	0.125	0.108	0.233
FY09	0.125	0.177	0.302
FY10	0.125	0.278	0.403
FY11	0.125	0.378	0.503
FY12	0.125	0.417	0.542
FY13	0.125	0.417	0.542
FY14	0.125	0.417	0.542

Annual Average Day is expressed in million gallons per day (MGD)

LSU agrees to supply an updated Existing, Reserved and Future Connection Report, which shall justify the additional water use proposed within the request.

Submitted by: LSU

Name: John M. Lihvarcik

Title: Chief Operating Officer

Date: July 14, 2006

Signature: _____

Accepted by: DeSoto County

Name: _____

Title: _____

Date: _____

Signature: _____

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EXHIBIT "E"
Existing, Reserved and Future Connections Report Format

In accordance with the Lake Suzy Water Supply Contract, LSU shall offer the following Existing, Reserved and Future Connections Report to support the water needs within the Lake Suzy Area. Such data shall be incorporated into the Annual Water Use and Needs Report and shall justify the additional water allocations associated with the request. LSU shall offer the following data on an annual basis:

CONNECTIONS	ERUs	GAL/ERU	TOTAL GALLONS
Existing 6-1-06	560	255	142,800
Reserved:		255	
Sonoma Preserve 2007	100	255	25,500
Lake Suzy 2007	20	255	5,100
North of Runway 2007	10	255	2,550
Misc. 2007	5	255	1,275
Future:			
Sonoma Preserve	969	255	248,000
Misc.	25	255	6,375
Spring Lake	150	255	38,250
North of Runway	90	255	22,950
Commercial	45	255	11,475
Lake Suzy	100	255	25,500
TOTAL			

Annual Average Day is expressed in million gallons per day (MGD)

10-23-07;03:20PM; # 24/ 25

Submitted by:	LSU	Accepted by:	DeSoto County
Name:	John M. Lilyeveik	Name:	
Title:	Chief Operating Officer	Title:	
Date:	July 4, 2006	Date:	
Signature:		Signature:	

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Lake Suzy Utilities d/b/a Aqua Utilities Florida, Inc.
Eight Year Purchased Water Increase

Lake Suzy Water Needs

Fiscal Year	Total MGD	Change	% Change	$ Increase	Total $	Effective
2007	0.18				20,531.00	
2008	0.233	0.053	29.40%	6,045.24	26,576.24	Effective 10/07
2009	0.302	0.069	29.60%	7,870.22	34,446.46	Effective 10/08
2010	0.403	0.101	33.40%	11,520.17	45,966.63	Effective 10/09
2011	0.503	0.1	24.80%	11,406.11	57,372.74	Effective 10/10
2012	0.542	0.039	7.80%	4,448.38	61,821.12	Effective 10/11
2013	0.542	0	0.00%	-	61,821.12	Effective 10/12
2014	0.542	0	0.00%	-	61,821.12	Effective 10/13

AQUA
Utilities Florida

Aqua Utilities Florida, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010-3489

RECEIVED
SEP 18 2007
By

www.aquafl.com

September 10, 2007

Mr. Jack Lihvarcik
Aqua Utilities Florida, Inc.
1100 Thomas Avenue
P.O. Box 490310
Leesburg, Florida 34748

Dear Jack:

Attached to this letter please find the original Bulk Water and Sewer Agreement between Aqua Utilities Florida, Inc. and the Town of Welaka. Please carefully review this document, including the provisions with respect to the rate charges.

If it is expectable, kindly execute the document where in indicates Aqua Utilities Florida, Inc., return the original to Charles Wilson, Mayor of the Town of Welaka, keep a copy for yourself and forward a copy to me.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Christopher P. Luning

CPL/pm

Town of Welaka

P.O. Box 1098
WELAKA, FLORIDA 32193-1098

386-467-9800
386-467-2303

FAX
1-386-467-8863

UTILITIES DEPARTMENT
386-467-8677

August 28, 2007

Mr. Chris Luning
Vice President and Deputy
General Counsel
762 W. Lancaster Ave.
Bryn Mawr, PA 19010

Dear Mr. Luning:

Please find the original Bulk Water and Sewer Agreement between Aqua Utilities Florida, Inc. and the Town of Welaka. Please sign and forward to the appropriate parties.

If you have any questions, please contact me at 386/467-9800.

Sincerely,

Charles Wilson
Mayor

CW/jj
Encl.

BULK WATER AND SEWER AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2007, by and between the **TOWN OF WELAKA,** a political subdivision of the State of Florida, hereinafter referred to as **"WELAKA"** and **AQUA UTILITIES FLORIDA, INC.** a Florida Corporation, hereinafter referred to as **"AQUA."**

RECITALS

1. WELAKA is a provider of water utility services and wastewater services to a customer base within and nearby its corporate limits described in Exhibit "A" which is attached hereto and incorporated herein.

2. AQUA is authorized pursuant to FPSC certificate number 76-W as amended from time to time pursuant to Chapter 367, F.S., to provide water service and wastewater services to its customers within Service Territory described in Exhibit "B" which is attached hereto and incorporated herein. The Service Territory legal description for Certificate number 76-W is attached hereto and incorporated herein as Exhibit "C"

3. WELAKA AND AQUA recognize the desirability and the need to provide water and wastewater services to their customers in a manner that is economical and consistent with the State of Florida policies concerning water management and conservation.

4. AQUA has requested and WELAKA has agreed to provide bulk water service and wastewater service to AQUA Beecher's Point water system.

THEREFORE, for and in consideration of the mutual covenants and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are hereby incorporated into this Agreement.

2. **TERM OF AGREEMENT.** This Agreement shall be effective for a period of ten (10) years from the date hereof. Thereafter, this Agreement shall automatically renew for an additional ten (10) year term, unless either party provides written notice to the other party at least two (2) years prior to the expiration of the term. Upon expiration of the second ten (10) year term, this Agreement may renew upon the mutual agreement of the parties.

3. **RATE CHANGES.** The parties agree that because of increases in cost, once every two (2) years WELAKA may increase the rate(s) charged to AQUA for water and wastewater services provided under this Agreement. It is agreed that any such rate change shall occur only after ninety days written notice to AQUA and that such change

shall reflect only the actual increase in WELAKA'S cost of water and/or wastewater service provided to AQUA based upon sound engineering and management principles and applicable Federal and State regulations and shall be consistent, proportional and non-discriminatory when compared with the rates charged to other customers of WELAKA. WELAKA shall keep such records as are necessary to determine its cost of service and shall make the same available to AQUA upon request.

4. **NOTICE.** Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (1) hand delivered or sent by facsimile transmission to the official hereinafter designated, or (2) upon receipt of such notice when deposited in United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth with the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

AQUA UTILITIES FLORIDA, INC
P.O. Box 490310
Leesburg, Florida 34749

With a copy to:

Vice President and Deputy
General Counsel
762 W. Lancaster Ave.
Bryn Mawr, Pennsylvania 19010

TOWN OF WELAKA
Town Clerk
P.O. Box 1098
Welaka, FL 32193-1098

With a copy to:

James P. McCune, Esq.
McCune Law, P.A.
101 Orange Street
St. Augustine, Florida 32084
Welaka Town Attorney

5. **WATER SUPPLY.** Subject to the conditions and limitations set forth in this Agreement WELAKA shall provide bulk water to AQUA. Any purchase and sale of water hereunder shall not exceed an average monthly flow of twenty-five thousand (25,000) gallons per day as determined monthly. The rate of supply shall be continuous; however, WELAKA shall not be required to draw water in excess of its consumptive use permits and shall not be liable to AQUA or its customers for any interruptions of water service provided hereunder. The terms of this contract shall be consistent with and shall not violate any applicable government agency requirements.

6. **QUANTITY OF WASTEWATER CAPACITY.** Subject to the conditions and limitations set forth in this Agreement, WELAKA shall provide AQUA with wastewater capacity in such quantities as it requires up to a maximum of 430,000 gallons per month. The capacity availability shall be continuous; provided, however, that WELAKA shall not be required to receive or treat any effluent which is stronger than normal domestic sewage or containing chemical or water quality parameters which violate any conditions of its permits or applicable laws or regulations, and shall not be liable to AQUA or its customers for any interruptions of wastewater service provided hereunder. The terms of this contract shall be consistent with and shall not violate any applicable government agency requirements.

7. **CONNECTION FACILITIES**. AQUA shall be responsible for the costs associated with the upkeep of all existing water and wastewater lines as indicated in this Agreement.

8. **BULK SERVICE RATE.** AQUA shall pay for water services and sewer services supplied by WELAKA according to the following schedule:

Water: 0 - 300,000 gallons per month = $1,600.63 minimum base charge
All excess over 300,000 gallons = $5.82 per 1,000 gallons
Surcharge = $320.13
Total Minimum for 300,000 gallons = $1920.76

Wastewater: 0 – 300,000 gallons per month = $3,594.50
All excess over 300,000 gallons = $5.72 per 1,000 gallons
No Surcharge
Total Minimum for 300,000 gallons = $3,594.50

Total Minimum for Water and Sewer per month: $5,515.26

9. **WATER QUALITY**. Water and Sewer quality supplied hereunder shall be of the same quality as that furnished by WELAKA to its own customers and said quality shall not be less than that required to meet the minimum requirements established by the Florida Department of Environmental Protection and the United States Environmental Protection Agency.

10. **METERING DEVICE**. AQUA shall install, own, and be solely responsible for the operation and maintenance of metering devices to measure the amount of water and wastewater supplied by WELAKA to AQUA.

11. **METER CALIBRATION**. AQUA shall examine and test the meters on a monthly basis to determine whether it is correctly registering the volume of water and wastewater being delivered. WELAKA shall have the right to read and test the meters at any time, at its expense. If, at any time, a test of the meters disclose a deviation of more

than two percent (2%) of the annual average daily volume delivered, WELAKA shall adjust it charges up or down using the percentage of error as determined by the test and AQUA shall repair and correct the meters. If the approximate date that the meters inaccuracy began can be determined, the charges shall be adjusted from that date. If the approximate date of the meters error cannot be determined, the charges shall be adjusted for the previous three months.

12. **NEW DEVELOPMENT.** Should any new development occur within the AQUA service area, as described on the attached Exhibit "A" or should AQUA expand its service area, WELAKA may, upon a vote of the town council, agree to supply the additional amount requested by AQUA. In such event, AQUA shall be responsible for the costs associated with such expansion and shall pay an additional connection charge set by the WELAKA at the time the additional water and sewer service is provided.

13. **BILLING AND PAYMENT.** WELAKA shall bill AQUA on the last day of each month for all water and wastewater sold hereunder during the prior month. Bills not paid within thirty (30) days of receipt shall be deemed delinquent and shall be assessed a twenty percent (20%) per annum late charge.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and may not be modified except by instrument in writing executed by the parties.

15. **BINDING EFFECT.** This Agreement is binding upon and shall inure to the benefit of the parties to this Agreement.

16. **HOLD HARMLESS.** AQUA agrees to indemnify and hold WELAKA harmless from, and will pay WELAKA for any and all damages shown to be caused in any manner or any form by AQUA.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Approved:

James P. McCune
Attorney for Welaka

TOWN OF WELAKA, FLORIDA
A Municipal Corporation

Charles Wilson
Mayor of Welaka

Signed, sealed and delivered in the presence of:

Witness:

Witness:

Approved:

Christopher P. Luning
Attorney for Aqua Utilities Florida, Inc.

AQUA UTILITIES FLORIDA, INC.

Vice **President**

Signed, sealed and delivered in the presence of:

Witness:

Witness:

AU 6429

PASCO COUNTY, FLORIDA

FAX (NPR) (727) 847-8972
LAND O'LAKES (813) 996-7341
NEW PORT RICHEY (727) 847-8131
DADE CITY (352) 521-4285
FAX (DADE CITY) (352) 521-4158
E-mail us at utilcustserv@pascocountyfl.net

UTILITIES SERVICES BRANCH
FISCAL & CUSTOMER SERVICES DIV.
PASCO COUNTY GOV'T. COMPLEX
7508 LITTLE RD. – P.O. BOX 2139
NEW PORT RICHEY, FL 34656-2139

CERTIFIED MAIL NO. 7002 2410 0001 4734 5600
RETURN RECEIPT REQUESTED

September 26, 2007

Aqua Utilities
Attn: Earl Edwards
6960 Prof Pkwy E
Sarasota, FL 34240-8428

RECEIVED
OCT 0 1 2007
Aqua Utilities
Florida Inc.

RE: Account # 301-01-0005-1-24

Dear Sir or Madam:

The following are the rates and increases for bulk water for the next 4 years:

YEAR	WATER W/STORAGE	WATER W/O STORAGE	CAPITAL RECOVERY SURCHARGE
2007	$3.43/kgal	$3.68/kgal	$0.68/kgal
2008	$3.46/kgal	$3.72/kgal	$0.68/kgal
2009	$3.49/kgal	$3.76/kgal	$0.68/kgal
2010	$3.52/kgal	$3.80/kgal	$0.68/kgal

The increase will not go into affect until December of 2007 and then each year after will be on October 1st.

Very Truly Yours

Pasco County Utilities Division

Annamarie O'Dell

Annamarie O'Dell
Utilities Customer Service Manager

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PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Honorable Chairman and Members of the Board of County Commissioners

DATE: 9/12/07 FILE: UTFSSP07-573

THRU: Bruce E. Kennedy, P.E.
Assistant County Administrator
(Utilities Services)

SUBJECT: Resolution Adopting 2008-11 Final Water and Wastewater User Charges, Fees, and Related Cost of Service - Public Hearing: 9/25/07, 1:30 p.m., NPR

FROM: Robert J. Sigmond
Utilities Fiscal and
Business Services Director

REFERENCES: All Comm. Dists.

It is recommended that the data herein presented be given formal consideration by the Board of County Commissioners (BCC).

DESCRIPTION AND CONDITIONS:

This is a public hearing concerning approval by resolution of the proposed water and wastewater-user charge fees and related costs of service pertaining to the Utilities Services Branch.

On December 19, 2006, the BCC approved a task order with Hartman and Associates (HAI) to update our Cost-of-Service Rate Study. On September 11, 2007, the BCC considered the HAI findings and recommendations regarding adjustments to our water and wastewater user charges, fees, and rates and authorized a public hearing to finalize and approve new four-year rate schedules.

As outlined in the attached proposed Four-Year User Charge Fee Schedules, a typical single-family residential customer who currently uses 8,000 gallons of water per month would, effective October 1, 2007, see an increase in the monthly water and wastewater bill from $61.85 to $66.73, an increase of $4.88 per month, a 7.89 percent increase. As further outlined in the attached schedules, this monthly bill would gradually increase through Fiscal Year 2011 to $74.19, an increase of approximately 3.7 percent per year.

Pasco County Utilities' proposed rates for next year would compare with the existing rates of Hillsborough County, Pinellas County, Sarasota County, and Hernando County as follows:

	6,000 GPM	8,000 GPM	Residential Reuse Charge Per Month
Sarasota County	$76.54	$95.74	$26.07
Hillsborough County	57.90	69.70	9.00
Pinellas County	56.14	71.52	10.88
Pasco County	**53.69**	**66.73**	**14.82**
Hernando County	41.73	49.29	N/A

The following table summarizes some of the rates proposed for Fiscal Years 2008-11 compared to existing rates:

Item	Existing Rate ($)	Proposed Adjustments FY 2008 ($)	FY 2009 ($)	FY 2010 ($)	FY 2011 ($)
SF Retail Customer - 3,000 GPM Usage (Water and Sewer)	33.91	36.47	38.36	40.15	40.66
SF Retail Customer - 6,000 GPM Usage (Water and Sewer)	49.81	53.69	56.39	58.96	59.77
SF Retail Customer - 8,000 GPM Usage (Water and Sewer)	61.85	66.73	70.01	73.14	74.19
SF Retail Customer - 10,000 GPM Usage (Water and Sewer)	73.89	80.56	84.45	88.16	89.47
SF Retail Customer - 15,000 GPM Usage (Water and Sewer)	88.64	99.61	104.05	108.16	109.97
SF Retail Customer - 20,000 GPM Usage (Water and Sewer)	107.09	122.56	127.65	132.26	134.72
* Bulk Water Customer - Without Storage (Per 1,000 Gallons Usage)	3.65	3.68	3.72	3.76	3.80
* Bulk Wastewater Customer (Per 1,000 Gallons Usage)	3.38	3.44	3.47	3.50	3.54
Reuse Water (Residential Unit) Base Charge of 24,000 Gallons	12.25	14.82	14.97	15.12	15.27
9.A. (Reuse Water [Residential] Volumetric Charge)	.26	.32	.34	.36	.38
Reuse Water - (Commercial, Per 1,000 Gallons Metered)	.68	.71	.72	.73	.74
Fire Hydrant Service - (Per Unit, Per Month)	10.00	11.33	11.83	12.33	12.92
Wet Tap Charge (2" Meter)	820.00	980.00	1,016.00	1,054.00	1,093.00
Billing Deposit (¾" Meter) Owner	120.00	120.00	120.00	120.00	120.00
Billing Deposit (¾" Meter) Tenant	N/A	149.00	149.00	149.00	149.00
Water Meter Installation (¾") (Automatic Meter Reading)	N/A	241.00	249.00	258.00	267.00
Scheduled Turn-On/Off (During Work Hours)	36.00	39.00	41.00	43.00	45.00
Sludge Processing(Per 1,000 Gallons Sludge Delivered)	87.00	99.40	106.50	114.26	122.73

* These rates do not include the Capital Recovery Surcharges, which are applicable to some existing bulk customers. The Capital Recovery Surcharge is $.68/1,000 gallons for bulk water customers and $1.00/ 1,000 gallons for bulk wastewater customers.

Staff recommends approval and adoption of the proposed four-year schedule of water and wastewater user charges, fees, and rates by the BCC.

ALTERNATIVES AND ANALYSIS:

1. Approval of staff's recommendation, the final Cost-of-Service Study, final User Charge Fee Schedules, and adopting the resolution will provide needed adjustments to our existing user fee schedule to provide adequate funding for Fiscal Years 2008-11.

2. Disapproval of staff's recommendation, the final Cost-of-Service Study, final User Charge Fee Schedules, and adopting the resolution will delay adoption of needed changes in our existing fee schedule, which may conflict with budgetary requirements to offset costs for Fiscal Years 2008-11.

RECOMMENDATION AND FUNDING:

The Utilities Fiscal Services/Special Projects Department recommends that the BCC approve the final Cost-of-Service Study, associated User Charge Fee Schedule, and adopt the resolution that provides the needed adjustments to our existing User Charge Fee Schedule.

ATTACHMENTS:

1. Adopting Resolution
2. Exhibit A, Pasco County Water, Wastewater, and Reuse Rate Study, Appendixes E, F, G, and H.

RJS/ut/fees15a

APPROVED AGENDA ITEM FOR

DATE SEP 25 2007

BY

RESOLUTION REVISING THE SCHEDULES FIXING AND CLASSIFYING WATER AND SEWER RATES, FEES, AND CHARGES FOR WATER AND SEWER SERVICES PROVIDED BY THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS.

WHEREAS, Article VII of the Florida Constitution, Chapter 125, Florida Statutes, and Chapter 110 of the Pasco County Code of Ordinances, empower the Board of County Commissioners to revise water and sewer rates, fees, and charges whenever necessary; and

WHEREAS, the Board of County Commissioners of Pasco County, Florida, has considered certain changes in the water and sewer rates, fees, and charges relating to utility services provided by the County for that portion of the County served by Pasco County Utilities; and

WHEREAS, the Board of County Commissioners adopted a Revenue Generation System and a User Charge System, which require a fair and equitable rate structure for all Pasco County water and wastewater utility customers; and

WHEREAS, the law which governs the conduct of these rate hearings requires that the Board of County Commissioners adopt a resolution setting forth the proposed rates, fees, and charges, and that the same be advertised at least ten (10) days before the date fixed for a public hearing; and

WHEREAS, such requirements have been fulfilled; and

WHEREAS, the Board of County Commissioners held a public hearing on September 25, 2007, at the West Pasco Government Center, 7530 Little Road, New Port Richey, Florida; and

WHEREAS, the Board of County Commissioners has been advised of the need to adjust certain rates, fees, and charges; and

WHEREAS, the Board of County Commissioners has afforded the opportunity for public comments; and

WHEREAS, the Board of County Commissioners has heard and considered evidence for and against the proposed rates and based upon such evidence, has determined that the rates set forth in Exhibit A attached hereto and for all purposes incorporated herein, are reasonable, necessary, and justified, and satisfy the requirements of the Pasco County Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that the Board of County Commissioners hereby adopts the schedules of water and sewer rates, fees, and charges set forth in Exhibit A attached hereto and for all purposes incorporated herein.

BE IT FURTHER RESOLVED, that the new rates, fees, and charges shall be effective and applied as indicated in the attached Exhibit A, except that bulk water and wastewater customers shall be granted a ninety (90) day grace period to adjust their retail rates and pass through the adjusted rates as may be required

or allowed by the Florida Public Service Commission or other such agency which controls retail customer rates, fees, and charges.

DONE AND RESOLVED this _____ day of _____, _____.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

_____
JED PITTMAN, CLERK

_____
ANN HILDEBRAND, CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the Pasco County Attorney

_____
ATTORNEY

APPENDIX E
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2008
(effective October 1, 2007)

WATER

Base Charge		Volume Charge	
Meter Size (Inches)	**Charge ($/Mo)**	**Consumption (gal)**	**Charge ($/kgal)**
5/8 & 3/4	$ 6.75	0,000 – 6,000	$ 2.24
1 & 1-1/4	$ 16.88	6,001 – 9,000	$ 3.02
1-1/2	$ 33.75	9,001 – 15,000	$ 3.81
2	$ 54.00	> 15,000	$ 4.59
3	$ 101.25		
4	$ 168.75	**Portion of Consumption Rates due to TBW Purchase**	
6	$ 337.50	0,000 – 6,000	$ 1.82
8	$ 540.00	6,001 – 9,000	$ 2.45
		9,001 – 15,000	$ 3.10
		> 15,000	$ 3.73

Note:
(a) Minimum for Compound meter and fire service shall be based on larger opening.
(b) A charge of $6.92 per month for each back-flow prevention device tested annually by the County, for a total charge of $83.04 per device.

WASTEWATER

Base Charge		Volume Charge	
Meter Size (Inches)	**Charge ($/Mo)**	**Consumption (gal)**	**Charge ($/kgal)**
5/8 & 3/4	$ 12.50	Single Family Residential	$3.50
1 & 1-1/4	$ 31.25	and Mobile Home	
1-1/2	$ 62.50	(10 kgal max.)	
2	$ 100.00		
3	$ 187.50	All Other Customer	$3.50
4	$ 312.50	(No Volume Max.)	
6	$ 625.00		
8	$ 1,000.00	Sewer Only Customer	$47.50
		(10 kgal)	(per month)

Note:
(a) Maximum single family residential wastewater charge (for 5/8" & 3/4") equals $35.00 per month, plus base rate.

APPENDIX E
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2008
(effective October 1, 2007)

BULK WATER & WASTEWATER

	Volume Charge		Capital Recovery Surcharge
	With Storage	Without Storage	
Water	$3.43/kgal	$3.68/kgal	$0.68/kgal
Wastewater	$3.44/kgal	$3.44/kgal	$1.00/kgal

Note:
(a) Bulk Water rate will be based on meter reading to the nearest 1,000 gallons.
(b) Bulk Wastewater rate will be based on metered wastewater volume delivered to the County System (to the nearest 1,000 gallons).

REUSE WATER (for irrigation)

	Residential Reuse Rates	
	Un-Metered	Metered
Monthly Base Charge per ERU	$14.82	$7.14
Volumetric Rate	N/A	$0.32/kgal

The monthly charges includes reclaimed water fixed costs and annual testing of the backflow prevention device by the County.

Bulk rate - $0.71 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).
Surplus rate - $0.32 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).

City of New Port Richey - $0.43 per 1,000 gallons

Reuse Water for Pest Control Trucks - $150.00 annually

Reuse Wet Tap Fee - $293.00 plus AMR Meter

Service connection charge (AMR) - $260.00 per service. This charge includes installation of the reuse service box and backflow prevention device by the County.

Cross Connection Control Program - $85.68 annually

FIRE RELATED SERVICES
Fire Line Charges

Meter Size (inches)	Monthly Fee
2 & under	$ 2.83
3	$ 5.30
4	$ 8.84
6	$ 17.68
8	$ 28.27
10	$ 40.64

Note: Metered Fire Flow Charged at Retail Meter Rates

APPENDIX E
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2008
(effective October 1, 2007)

FIRE RELATED SERVICES (continued)
Fire Hydrant Connection $4,175.00 per hydrant.
Fire Hydrant Service $11.33 monthly fee for hydrant maintenance and inspections.
Hydrant Flow GPM (Gallons per minute) Testing - $65.00

MISCELLANEOUS WATER-RELATED SERVICES

Installation of Wet Tap and Service Line:

Meter Size (Inches)	Installation Fee $
¾	$293.00
1	324.00
1-1/2	480.00
2	980.00
3	319.00
4	319.00
6	319.00
8	319.00
10	319.00
12	319.00

Note:
(a) For service lines 2 inches or smaller in diameter, the County provides all material, labor, and equipment including wet tap and valve. For service from 3 to 12 inches in diameter, the customer will provide all material, labor, and equipment except the County will perform the tap. A penalty of $100.00 will be imposed whenever the customer reschedules a tap after the County has arrived at the site.
(b) 2" Sewer tap installation - $797.00

WATER METERS

	Meter Size			
	3/4"	1"	1-1/2"	2"
Installation - AMR	$ 241.00	$ 277.00	$ 510.00	$ 540.00
Relocation	208.00	Actual Cost	Actual Cost	Actual Cost
Testing	123.00	123.00	164.00	164.00
Calibration	85.00	85.00	110.00	110.00

Cost of meter installation includes the meter.

Bulk Meter Calibration 3" & Larger - $123.00

APPENDIX E
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2008
(effective October 1, 2007)

Turn on/Turn off	During Working Hours	After Working Hours
Emergency Turn on/off	$50.00	$122.00
Scheduled Turn on/off	39.00	N/A
Reconnect for non-pay	49.00	N/A
Special Reading Request	39.00	N/A

Note:
(a) Emergency Turn on/off applies per customer request.
(b) Scheduled Turn on/off is defined as an instance when the County has at least 24 hours notice. This includes turn-on to establish a new account.
(c) Special Reading Request will be credited to the next bill if an erroneous reading was made by the County.

BILLING DEPOSITS

Meter Size (Inches)	Owner Deposit ($)	Tenant Deposit ($)
5/8 & 3/4	$120.00	$149.00
1 & 1-1/4	125.00	155.00
1-1/2	140.00	174.00
2	165.00	205.00
3	205.00	255.00
4	270.00	335.00
6	370.00	459.00
8	500.00	621.00

Billing Deposits will be credited back after 24 months of consecutive service if the following conditions have been met by the customer:

(a) All outstanding utility bills are paid in full.
(b) No late utility payments have occurred over the past 24 months.
(c) No utility payment checks were returned over the past 24 months.

SLUDGE PROCESSING

$99.40/kgal liquid sludge delivered

SEPTAGE

Normal residential septic tank waste - $55.49 per 1,000 gallons.

GREASE INSPECTION

$58.00 per inspection

FORCE MAIN PRESSURE TESTING

$44.00 per test

EXHIBIT "A"

APPENDIX F
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2009
(effective October 1, 2008)

WATER

Base Charge		Volume Charge	
Meter Size (Inches)	**Charge ($/Mo)**	**Consumption (gal)**	**Charge ($/kgal)**
5/8 & 3/4	$ 6.95	0,000 – 6,000	$ 2.30
1 & 1-1/4	$ 17.38	6,001 – 9,000	$ 3.10
1-1/2	$ 34.75	9,001 – 15,000	$ 3.92
2	$ 55.60	> 15,000	$ 4.72
3	$ 104.25		
4	$ 173.75	**Portion of Consumption Rates due to TBW Purchase**	
6	$ 347.50	0,000 – 6,000	$ 1.86
8	$ 556.00	6,001 – 9,000	$ 2.50
		9,001 – 15,000	$ 3.17
		> 15,000	$ 3.81

Note:
(a) Minimum for Compound meter and fire service shall be based on larger opening.
(b) A charge of $7.25 per month for each back-flow prevention device tested annually by the County, for a total charge of $87.00 per device.

WASTEWATER

Base Charge		Volume Charge	
Meter Size (Inches)	**Charge ($/Mo)**	**Consumption (gal)**	**Charge ($/kgal)**
5/8 & 3/4	$ 13.38	Single Family Residential	$3.71
1 & 1-1/4	$ 33.45	and Mobile Home	
1-1/2	$ 66.90	(10 kgal max.)	
2	$ 107.04		
3	$ 200.70	All Other Customer	$3.71
4	$ 334.50	(No Volume Max.)	
6	$ 669.00		
8	$ 1,070.40	Sewer Only Customer	$50.35
		(10 kgal)	(per month)

Note:
(a) Maximum single family residential wastewater charge (for 5/8" & 3/4") equals $37.10 per month, plus base rate.

APPENDIX F
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2009
(effective October 1, 2008)

BULK WATER & WASTEWATER

	Volume Charge		Capital Recovery Surcharge
	With Storage	Without Storage	
Water	$3.46/kgal	$3.72/kgal	$0.68/kgal
Wastewater	$3.47/kgal	$3.47/kgal	$1.00/kgal

Note:
(a) Bulk Water rate will be based on meter reading to the nearest 1,000 gallons.
(b) Bulk Wastewater rate will be based on metered wastewater volume delivered to the County System (to the nearest 1,000 gallons).

REUSE WATER (for irrigation)

	Residential Reuse Rates	
	Un-Metered	Metered
Monthly Base Charge per ERU	$14.97	$7.21
Volumetric Rate	N/A	$0.34/kgal

The monthly charges includes reclaimed water fixed costs and annual testing of the backflow prevention device by the County.

Bulk rate - $0.72 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).
Surplus rate - $0.32 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).

City of New Port Richey - $0.43 per 1,000 gallons

Reuse Water for Pest Control Trucks - $151.50 annually

Reuse Wet Tap Fee - $307.00 plus AMR Meter

Service connection charge (AMR) - $268.00 per service. This charge includes installation of the reuse service box and backflow prevention device by the County.

Cross Connection Control Program - $86.52 annually

FIRE RELATED SERVICES
Fire Line Charges

Meter Size (inches)	Monthly Fee
2 & under	$ 2.86
3	$ 5.35
4	$ 8.93
6	$ 17.86
8	$ 28.55
10	$ 41.05

Note: Metered Fire Flow Charged at Retail Meter Rates

APPENDIX F
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2009
(effective October 1, 2008)

FIRE RELATED SERVICES (continued)
Fire Hydrant Connection $4,323.00 per hydrant.
Fire Hydrant Service $11.83 monthly fee for hydrant maintenance and inspections.
Hydrant Flow GPM (Gallons per minute) Testing - $68.00

MISCELLANEOUS WATER-RELATED SERVICES

Installation of Wet Tap and Service Line:

Meter Size (Inches)	Installation Fee $
¾	$307.00
1	338.00
1-1/2	498.00
2	1,016.00
3	333.00
4	333.00
6	333.00
8	333.00
10	333.00
12	333.00

Note:
(a) For service lines 2 inches or smaller in diameter, the County provides all material, labor, and equipment including wet tap and valve. For service from 3 to 12 inches in diameter, the customer will provide all material, labor, and equipment except the County will perform the tap. A penalty of $100.00 will be imposed whenever the customer reschedules a tap after the County has arrived at the site.
(b) 2" Sewer tap installation - $823.00

WATER METERS

	Meter Size			
	3/4"	1"	1-1/2"	2"
Installation - AMR	$ 249.00	$ 286.00	$ 522.00	$ 548.00
Relocation	218.00	Actual Cost	Actual Cost	Actual Cost
Testing	129.00	129.00	172.00	172.00
Calibration	89.00	89.00	115.00	115.00

Cost of meter installation includes the meter.

Bulk Meter Calibration 3" & Larger - $129.00

APPENDIX F
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2009
(effective October 1, 2008)

Turn on/Turn off	During Working Hours	After Working Hours
Emergency Turn on/off	$52.00	$128.00
Scheduled Turn on/off	41.00	N/A
Reconnect for non-pay	51.00	N/A
Special Reading Request	41.00	N/A

Note:
(a) Emergency Turn on/off applies per customer request.
(b) Scheduled Turn on/off is defined as an instance when the County has at least 24 hours notice. This includes turn-on to establish a new account.
(c) Special Reading Request will be credited to the next bill if an erroneous reading was made by the County.

BILLING DEPOSITS

Meter Size (Inches)	Owner Deposit ($)	Tenant Deposit ($)
5/8 & 3/4	$120.00	$149.00
1 & 1-1/4	125.00	155.00
1-1/2	140.00	174.00
2	165.00	205.00
3	205.00	255.00
4	270.00	335.00
6	370.00	459.00
8	500.00	621.00

Billing Deposits will be credited back after 24 months of consecutive service if the following conditions have been met by the customer:

(a) All outstanding utility bills are paid in full.
(b) No late utility payments have occurred over the past 24 months.
(c) No utility payment checks were returned over the past 24 months.

SLUDGE PROCESSING

$106.50/kgal liquid sludge delivered

SEPTAGE

Normal residential septic tank waste - $56.04 per 1,000 gallons.

GREASE INSPECTION

$61.00 per inspection

FORCE MAIN PRESSURE TESTING

$47.00 per test

EXHIBIT "A"

APPENDIX G
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2010
(effective October 1, 2009)

WATER

Base Charge		Volume Charge	
Meter Size (Inches)	**Charge ($/Mo)**	**Consumption (gal)**	**Charge ($/kgal)**
5/8 & 3/4	$ 7.16	0,000 – 6,000	$ 2.34
1 & 1-1/4	$ 17.91	6,001 – 9,000	$ 3.16
1-1/2	$ 35.80	9,001 – 15,000	$ 4.00
2	$ 57.28	> 15,000	$ 4.82
3	$ 107.40		
4	$ 179.00	**Portion of Consumption Rates due to TBW Purchase**	
6	$ 358.00	0,000 – 6,000	$ 1.88
8	$ 572.80	6,001 – 9,000	$ 2.53
		9,001 – 15,000	$ 3.21
		> 15,000	$ 3.86

Note:
(a) Minimum for Compound meter and fire service shall be based on larger opening.
(b) A charge of $7.58 per month for each back-flow prevention device tested annually by the County, for a total charge of $90.96 per device.

WASTEWATER

Base Charge		Volume Charge	
Meter Size (Inches)	**Charge ($/Mo)**	**Consumption (gal)**	**Charge ($/kgal)**
5/8 & 3/4	$ 14.18	Single Family Residential	$3.93
1 & 1-1/4	$ 35.45	and Mobile Home	
1-1/2	$ 70.90	(10 kgal max.)	
2	$ 113.44		
3	$ 212.70	All Other Customer	$3.93
4	$ 354.50	(No Volume Max.)	
6	$ 709.00		
8	$ 1,134.40	Sewer Only Customer	$53.35
		(10 kgal)	(per month)

Note:
(a) Maximum single family residential wastewater charge (for 5/8" & 3/4") equals $39.30 per month, plus base rate.

APPENDIX G
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2010
(effective October 1, 2009)

BULK WATER & WASTEWATER

	Volume Charge		Capital Recovery Surcharge
	With Storage	Without Storage	
Water	$3.49/kgal	$3.76/kgal	$0.68/kgal
Wastewater	$3.50/kgal	$3.50/kgal	$1.00/kgal

Note:
(a) Bulk Water rate will be based on meter reading to the nearest 1,000 gallons.
(b) Bulk Wastewater rate will be based on metered wastewater volume delivered to the County System (to the nearest 1,000 gallons).

REUSE WATER (for irrigation)

	Residential Reuse Rates	
	Un-Metered	Metered
Monthly Base Charge per ERU	$15.12	$7.28
Volumetric Rate	N/A	$0.36/kgal

The monthly charges includes reclaimed water fixed costs and annual testing of the backflow prevention device by the County.

Bulk rate - $0.73 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).
Surplus rate - $0.32 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).

City of New Port Richey - $0.43 per 1,000 gallons

Reuse Water for Pest Control Trucks - $153.02 annually

Reuse Wet Tap Fee - $320.00 plus AMR Meter

Service connection charge (AMR) - $277.00 per service. This charge includes installation of the reuse service box and backflow prevention device by the County.

Cross Connection Control Program - $87.36 annually

FIRE RELATED SERVICES
Fire Line Charges

Meter Size (inches)	Monthly Fee
2 & under	$ 2.89
3	$ 5.40
4	$ 9.02
6	$ 18.04
8	$ 28.84
10	$ 41.46

Note: Metered Fire Flow Charged at Retail Meter Rates

APPENDIX G
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2010
(effective October 1, 2009)

FIRE RELATED SERVICES (continued)
Fire Hydrant Connection $4,475.00 per hydrant.
Fire Hydrant Service $12.33 monthly fee for hydrant maintenance and inspections.
Hydrant Flow GPM (Gallons per minute) Testing - $71.00

MISCELLANEOUS WATER-RELATED SERVICES

Installation of Wet Tap and Service Line:

Meter Size (Inches)	Installation Fee $
¾	$320.00
1	353.00
1-1/2	517.00
2	1,054.00
3	347.00
4	347.00
6	347.00
8	347.00
10	347.00
12	347.00

Note:
(a) For service lines 2 inches or smaller in diameter, the County provides all material, labor, and equipment including wet tap and valve. For service from 3 to 12 inches in diameter, the customer will provide all material, labor, and equipment except the County will perform the tap. A penalty of $100.00 will be imposed whenever the customer reschedules a tap after the County has arrived at the site.
(b) 2" Sewer tap installation - $851.00

WATER METERS

	Meter Size			
	3/4"	1"	1-1/2"	2"
Installation - AMR	$ 258.00	$ 296.00	$ 539.00	$ 565.00
Relocation	227.00	Actual Cost	Actual Cost	Actual Cost
Testing	136.00	136.00	180.00	180.00
Calibration	93.00	93.00	121.00	121.00

Cost of meter installation includes the meter.

Bulk Meter Calibration 3" & Larger - $136.00

APPENDIX G
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2010
(effective October 1, 2009)

Turn on/Turn off	During Working Hours	After Working Hours
Emergency Turn on/off	$55.00	$134.00
Scheduled Turn on/off	43.00	N/A
Reconnect for non-pay	53.00	N/A
Special Reading Request	43.00	N/A

Note:
(a) Emergency Turn on/off applies per customer request.
(b) Scheduled Turn on/off is defined as an instance when the County has at least 24 hours notice. This includes turn-on to establish a new account.
(c) Special Reading Request will be credited to the next bill if an erroneous reading was made by the County.

BILLING DEPOSITS

Meter Size (Inches)	Owner Deposit ($)	Tenant Deposit ($)
5/8 & 3/4	$120.00	$149.00
1 & 1-1/4	125.00	155.00
1-1/2	140.00	174.00
2	165.00	205.00
3	205.00	255.00
4	270.00	335.00
6	370.00	459.00
8	500.00	621.00

Billing Deposits will be credited back after 24 months of consecutive service if the following conditions have been met by the customer:

(a) All outstanding utility bills are paid in full.
(b) No late utility payments have occurred over the past 24 months.
(c) No utility payment checks were returned over the past 24 months.

SLUDGE PROCESSING

$114.26/kgal liquid sludge delivered

SEPTAGE

Normal residential septic tank waste - $56.60 per 1,000 gallons.

GREASE INSPECTION

$64.00 per inspection

FORCE MAIN PRESSURE TESTING

$49.00 per test

EXHIBIT "A"

APPENDIX H
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2011
(effective October 1, 2010)

WATER

Base Charge		Volume Charge	
Meter Size (Inches)	**Charge ($/Mo)**	**Consumption (gal)**	**Charge ($/kgal)**
5/8 & 3/4	$ 7.23	0,000 – 6,000	$ 2.40
1 & 1-1/4	$ 18.08	6,001 – 9,000	$ 3.24
1-1/2	$ 36.15	9,001 – 15,000	$ 4.10
2	$ 57.84	> 15,000	$ 4.95
3	$ 108.45		
4	$ 180.75	**Portion of Consumption Rates due to TBW Purchase**	
6	$ 361.50	0,000 – 6,000	$ 1.92
8	$ 578.40	6,001 – 9,000	$ 2.58
		9,001 – 15,000	$ 3.27
		> 15,000	$ 3.94

Note:
(a) Minimum for Compound meter and fire service shall be based on larger opening.
(b) A charge of $7.92 per month for each back-flow prevention device tested annually by the County, for a total charge of $95.04 per device.

WASTEWATER

Base Charge		Volume Charge	
Meter Size (Inches)	**Charge ($/Mo)**	**Consumption (gal)**	**Charge ($/kgal)**
5/8 & 3/4	$ 14.32	Single Family Residential	$3.97
1 & 1-1/4	$ 35.80	and Mobile Home	
1-1/2	$ 71.60	(10 kgal max.)	
2	$ 114.56		
3	$ 214.80	All Other Customer	$3.97
4	$ 358.00	(No Volume Max.)	
6	$ 716.00		
8	$ 1,145.60	Sewer Only Customer	$53.89
		(10 kgal)	(per month)

Note:
(a) Maximum single family residential wastewater charge (for 5/8" & 3/4") equals $39.70 per month, plus base rate.

APPENDIX H
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2011
(effective October 1, 2010)

BULK WATER & WASTEWATER

	Volume Charge		Capital Recovery Surcharge
	With Storage	Without Storage	
Water	$3.52/kgal	$3.80/kgal	$0.68/kgal
Wastewater	$3.54/kgal	$3.54/kgal	$1.00/kgal

Note:
(a) Bulk Water rate will be based on meter reading to the nearest 1,000 gallons.
(b) Bulk Wastewater rate will be based on metered wastewater volume delivered to the County System (to the nearest 1,000 gallons).

REUSE WATER (for irrigation)

	Residential Reuse Rates	
	Un-Metered	Metered
Monthly Base Charge per ERU	$15.27	$7.35
Volumetric Rate	N/A	$0.38/kgal

The monthly charges includes reclaimed water fixed costs and annual testing of the backflow prevention device by the County.

Bulk rate - $0.74 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).
Surplus rate - $0.32 per 1,000 gallons of reuse water used (to the nearest 1,000 gallons).

City of New Port Richey - $0.43 per 1,000 gallons

Reuse Water for Pest Control Trucks - $154.55 annually

Reuse Wet Tap Fee - $334.00 plus AMR Meter

Service connection charge (AMR) - $287.00 per service. This charge includes installation of the reuse service box and backflow prevention device by the County.

Cross Connection Control Program - $88.20 annually

FIRE RELATED SERVICES
Fire Line Charges

Meter Size (inches)	Monthly Fee
2 & under	$ 2.92
3	$ 5.45
4	$ 9.11
6	$ 18.22
8	$ 29.13
10	$ 41.87

Note: Metered Fire Flow Charged at Retail Meter Rates

APPENDIX H
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2011
(effective October 1, 2010)

FIRE RELATED SERVICES (continued)
Fire Hydrant Connection $4,633.00 per hydrant.
Fire Hydrant Service $12.92 monthly fee for hydrant maintenance and inspections.
Hydrant Flow GPM (Gallons per minute) Testing - $74.00

MISCELLANEOUS WATER-RELATED SERVICES

Installation of Wet Tap and Service Line:

Meter Size (Inches)	Installation Fee $
¾	$334.00
1	368.00
1-1/2	537.00
2	1,093.00
3	361.00
4	361.00
6	361.00
8	361.00
10	361.00
12	361.00

Note:
(a) For service lines 2 inches or smaller in diameter, the County provides all material, labor, and equipment including wet tap and valve. For service from 3 to 12 inches in diameter, the customer will provide all material, labor, and equipment except the County will perform the tap. A penalty of $100.00 will be imposed whenever the customer reschedules a tap after the County has arrived at the site.
(b) 2" Sewer tap installation - $880.00

WATER METERS

	Meter Size			
	3/4"	1"	1-1/2"	2"
Installation - AMR	$ 267.00	$ 306.00	$ 557.00	$ 584.00
Relocation	237.00	Actual Cost	Actual Cost	Actual Cost
Testing	142.00	142.00	189.00	189.00
Calibration	98.00	98.00	126.00	126.00

Cost of meter installation includes the meter.

Bulk Meter Calibration 3" & Larger - $142.00

APPENDIX H
SCHEDULE OF WATER AND WASTEWATER
MONTHLY USAGE RATES, FEES AND CHARGES
Fiscal Year 2011
(effective October 1, 2010)

Turn on/Turn off	During Working Hours	After Working Hours
Emergency Turn on/off	$57.00	$141.00
Scheduled Turn on/off	45.00	N/A
Reconnect for non-pay	55.00	N/A
Special Reading Request	45.00	N/A

Note:
(a) Emergency Turn on/off applies per customer request.
(b) Scheduled Turn on/off is defined as an instance when the County has at least 24 hours notice. This includes turn-on to establish a new account.
(c) Special Reading Request will be credited to the next bill if an erroneous reading was made by the County.

BILLING DEPOSITS

Meter Size (Inches)	Owner Deposit ($)	Tenant Deposit ($)
5/8 & 3/4	$120.00	$149.00
1 & 1-1/4	125.00	155.00
1-1/2	140.00	174.00
2	165.00	205.00
3	205.00	255.00
4	270.00	335.00
6	370.00	459.00
8	500.00	621.00

Billing Deposits will be credited back after 24 months of consecutive service if the following conditions have been met by the customer:

(a) All outstanding utility bills are paid in full.
(b) No late utility payments have occurred over the past 24 months.
(c) No utility payment checks were returned over the past 24 months.

SLUDGE PROCESSING

$122.73/kgal liquid sludge delivered

SEPTAGE

Normal residential septic tank waste - $57.17 per 1,000 gallons.

GREASE INSPECTION

$67.00 per inspection

FORCE MAIN PRESSURE TESTING

$51.00 per test

Purch Swr

POLK COUNTY UTILITIES PROPOSED RATE STRUCTURE CHANGES

Why must the rate structure be changed?

1) To raise the 5% additional revenue needed each year so Polk County Utilities can expand and maintain its plants and systems.
2) To correct cross subsidies between services (water only customers should not bear the cost of wastewater customers' service).
3) To recover the full cost of providing services so existing customers do not absorb this cost (disconnect for non-payment; new customer connection and disconnected customer reconnection; and other specialized individual services).
4) To protect the basic water needs of customers from the initial rate increase.
5) To encourage conservation from commercial/multifamily customers just like the residential customers are expected to do.
6) To encourage the conservation of reclaimed water so this service can be made available to more customers.

Significant Changes to the Residential Rate Structure Effective 12/1/07:

1) The Unit Cost for wastewater increases from $2.62 to $4.61, or 76%. This is only on the first 7,000 gallons. It assumes the rest is used for irrigation.
2) The conservation rate structure provides additional rewards for conservation as well as higher penalties for abusers.
3) See Table I on back for impacts based on usage.
4) Miscellaneous fees increase to recover the cost of providing the services. See Table III on back to review impacts of these charges.

Significant Changes to the Commercial/Multifamily Rate Structure Effective 12/1/07:

1) The Unit Cost for wastewater increases from $2.62 to $4.61, or 76%.
2) The conservation rate structure provides additional rewards for conservation as well as higher penalties for abusers.
3) Each meter size has its own conservation rate structure.
4) See Table II on back for impacts based on usage. An appropriately sized meter can have a significant impact on the new monthly charge.

Significant Changes to Connection Fees Effective 6/1/08:

Water Connection Fees are increasing from $1,225 to $2,340, or 91%.
Wastewater Connection Fees are increasing from $3,408 to $3,451.25, or 1%.
Total Connection Fees are increasing from $4,633 to $5,791.25, or 25%.

A full copy of the Rate Resolution and Rate Study can be found at:
www.polk-county.net/county_offices/utilities/customer_service/index.aspx
If you would like additional information, please call Polk County Utilities Customer Service at (863) 298-4100.

Table I: Residential Customer Bill Impacts

Usage in Gallons	Water Only Current Billing	Water Only Billing after 12/1/2007	Water Only Percentage Increase/ Decrease	Wastewater Only Current Billing	Wastewater Only Billing after 12/1/2007	Wastewater Only Percentage Increase/ Decrease	Total Water and Wastewater Current Billing	Total Water and Wastewater Billing after 12/1/2007	Total Water and Wastewater Percentage Increase/ Decrease
3,000	$ 15.56	$ 10.79	-30.66%	$ 36.07	$ 29.58	-17.99%	$ 51.63	$ 40.37	-21.81%
8,000	$ 26.01	$ 19.44	-25.26%	$ 46.55	$ 57.95	24.49%	$ 72.56	$ 77.39	6.66%
16,000	$ 46.56	$ 43.66	-6.23%	$ 46.55	$ 57.95	24.49%	$ 93.11	$ 101.61	9.13%
25,000	$ 79.99	$ 83.45	4.33%	$ 46.55	$ 57.95	24.49%	$ 126.54	$ 141.40	11.74%
50,000	$ 252.24	$ 299.70	18.82%	$ 46.55	$ 57.95	24.49%	$ 298.79	$ 357.65	19.70%
75,000	$ 509.24	$ 602.45	18.30%	$ 46.55	$ 57.95	24.49%	$ 555.79	$ 660.40	18.82%
100,000	$ 766.24	$ 905.20	18.14%	$ 46.55	$ 57.95	24.49%	$ 812.79	$ 963.15	18.50%
200,000	$ 1,794.24	$ 2,116.20	17.94%	$ 46.55	$ 57.95	24.49%	$ 1,840.79	$ 2,174.15	18.11%

Usage in Gallons	Reuse Water Current Billing	Reuse Water Billing after 12/1/2007	Reuse Water Percentage Increase/ Decrease	Total Bill for all Services Current Billing	Total Bill for all Services Billing after 12/1/2007	Total Bill for all Services Percentage Increase/ Decrease
3,000	$ 0.63	$ 3.00	376.19%	$ 52.26	$ 43.37	-17.01%
8,000	$ 1.68	$ 8.00	376.19%	$ 74.24	$ 85.39	15.02%
16,000	$ 3.36	$ 16.00	376.19%	$ 96.47	$ 117.61	21.91%
25,000	$ 5.25	$ 35.00	566.67%	$ 131.79	$ 176.40	33.85%
50,000	$ 10.50	$ 150.00	1328.57%	$ 309.29	$ 507.65	64.13%
75,000	$ 15.75	$ 300.00	1804.76%	$ 571.54	$ 960.40	68.04%
100,000	$ 21.00	$ 450.00	2042.86%	$ 833.79	$ 1,413.15	69.49%
200,000	$ 42.00	$ 1,050.00	2400.00%	$ 1,882.79	$ 3,224.15	71.24%

Table II: Commercial Combined Water and Wastewater Impacts

Usage in Gallons	3/4" Meter Current Billing	3/4" Meter Billing after 12/1/2007	3/4" Meter Percentage Increase/ Decrease	2" meter Current Billing	2" meter Billing after 12/1/2007	2" meter Percentage Increase/ Decrease	3" meter Current Billing	3" meter Billing after 12/1/2007	3" meter Percentage Increase/ Decrease
3,000	$ 60.63	$ 67.87	11.94%	$ 421.10	$ 279.54	-33.62%	$ 762.77	$ 507.51	-33.46%
16,000	$ 118.30	$ 152.02	28.50%	$ 478.77	$ 361.96	-24.40%	$ 820.44	$ 589.93	-28.10%
50,000	$ 281.44	$ 495.60	76.09%	$ 641.91	$ 577.52	-10.03%	$ 983.58	$ 805.49	-18.11%
100,000	$ 529.94	$ 1,049.20	97.98%	$ 890.41	$ 929.12	4.35%	$ 1,232.08	$ 1,122.49	-8.89%
250,000	$ 1,275.44	$ 3,787.70	196.97%	$ 1,635.91	$ 2,451.02	49.83%	$ 1,977.58	$ 2,246.49	13.60%
500,000	$ 2,517.94	$ 7,967.70	216.44%	$ 2,878.41	$ 6,267.72	117.75%	$ 3,220.08	$ 4,955.99	53.91%
1,000,000	$ 5,002.94	$ 16,327.70	226.36%	$ 5,363.41	$ 14,627.72	172.73%	$ 5,705.08	$ 12,796.99	124.31%

Usage in Gallons	6" meter Current Billing	6" meter Billing after 12/1/2007	6" meter Percentage Increase/ Decrease	8" meter Current Billing	8" meter Billing after 12/1/2007	8" meter Percentage Increase/ Decrease
3,000	$ 2,308.75	$ 1,647.33	-28.65%	$ 3,124.53	$ 2,624.31	-16.01%
16,000	$ 2,366.42	$ 1,729.75	-26.90%	$ 3,182.20	$ 2,706.73	-14.94%
50,000	$ 2,529.56	$ 1,945.31	-23.10%	$ 3,345.34	$ 2,922.29	-12.65%
100,000	$ 2,778.06	$ 2,262.31	-18.57%	$ 3,593.84	$ 3,239.29	-9.87%
250,000	$ 3,523.56	$ 3,213.31	-8.81%	$ 4,339.34	$ 4,190.29	-3.43%
500,000	$ 4,766.06	$ 4,798.31	0.68%	$ 5,581.84	$ 5,775.29	3.47%
1,000,000	$ 7,251.06	$ 8,833.31	21.82%	$ 8,066.84	$ 9,291.29	15.18%

Table III: Miscellaneous Fee Impacts

Item	Old	New	Item	Old	New
Open a New Account:			Shutoff for Nonpayment:		
Service Fee	$ 15	$ 55	Disconnect Fee	$ 15	$ 60
Deposit	$ 100	$ 185	Reconnect Fee	$ 15	$ 60
Total	**$ 115**	**$ 240**	Total	**$ 30**	**$ 120**
Minimum Late Fee	**$ 3**	**$ 6**	Temporary Meter Set	**$ 50**	**$ 105**
Water Audit	**$ 25**	**$ 75**	Meter Test	**$ 25**	**$ 90**
Backflow Test	**$ 25**	**$ 90**	Same Day Service	**$ 10**	**$ 60**

RATE AND FEE INCREASES (EXCEPT CONNECTION FEES) BECOME EFFECTIVE DECEMBER 1, 2007; CONNECTION FEE INCREASES WILL BE EFFECTIVE JUNE 1, 2008.