



# Public Service Commission

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

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**DATE:** April 16, 1998  
**TO:** Division of Records and Reporting (Bayo)  
**FROM:** Division of Water and Wastewater (Walker) *AW*  
**RE:** Docket No. 971269-WS - Application for Transfer of Majority Organizational Control of East Marion Sanitary Systems, Inc. and East Marion Water Distribution, Inc. in Marion County from Del-American/First Federal of Osceola to Herbert Hein

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By letter dated April 2, 1998, which was received on April 6, 1998, East Marion Sanitary Systems, Inc. filed a **\*PROOF OF PUBLICATION DOCUMENT\*** to correct an earlier omission in its application. In addition, the utility filed a revised copy of its intended **\*WATER TARIFF\*** to show that this tariff will be issued by East Marion Sanitary Systems, Inc. These documents are attached for inclusion in Commission's docket file for this proceeding.

cc: Division of Legal Services (Crosby)  
 Division of Water and Wastewater (Redemann) W/O attachments

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC   1   \_\_\_\_\_
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

DOCUMENT NUMBER - DATE  
**04519 APR 22 88**  
 FPSC-RECORDS/REPORTING

**East Marion Sanitary Systems, Inc.  
2320 NE 2nd Street, Suite 3B  
Ocala, FL 34470**

*352/351-1338  
Fax #352/351-8242*

April 2, 1998

Mr. N. D. Walker  
FL Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0873

**RECEIVED**

APR 7 1998

Florida Public Service Commission  
Division of Water and Wastewater

Dear Mr. Walker:

Enclosed are your four copies of the revised Water Tariff for East Marion Sanitary Systems, Inc. that you requested.

Also enclosed is the original Proof of Publication and 3 copies for your distribution.

I have also sent out all the notices to the utility companies, governmental agencies, and also to each customer on the water and wastewater system.

If I can be of any further assistance, please let me know.

Sincerely,

EAST MARION SANITARY SYSTEMS, INC.

By *Linda Tabor*

By Linda Tabor, Secretary

RECEIVED  
APR 6 9 32 AM '98  
ADMINISTRATIVE  
MAIL ROOM

# PROOF OF PUBLICATION

STAR-BANNER

Published—Daily

OCALA, MARION COUNTY, FLORIDA

STATE OF FLORIDA,  
COUNTY OF MARION

Before the undersigned authority personally appeared Gloria Thomas, who on oath says that she is an authorized employee of the Star-Banner, a daily newspaper published at Ocala, in Marion County, Florida; that the attached copy of advertisement, being a notice in the matter of \_\_\_\_\_

**#97741 - APPLICATION FOR TRANSFER**

\_\_\_\_\_ in the \_\_\_\_\_ Court, was published in said newspaper in the issues of \_\_\_\_\_  
**March 30, 1998**

Affiant further says that the said STAR-BANNER is a daily newspaper published at Ocala, in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in said Marion County, Florida, daily, and has been entered as second class mail matter at the post office in Ocala, in said Marion County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*[Handwritten Signature]*

Sworn to and subscribed before me this 30th day

of March, A.D., 1998



*[Handwritten Signature]*  
Notary Public  
**RUTH L. GRAVES**

(Print, Type or Stamp Name of Notary Public)

## APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL (Section 367.071, Florida Statutes)

### LEGAL NOTICE

Notice is hereby given on March 24, 1998, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of majority organizational control of East Marion Water Distribution, Inc. and East Marion Sanitary Systems, Inc. In the future to be known as only East Marion Sanitary Systems, Inc.) from First Federal Bank of Ocala to Herbert Hain, President, providing service to the following described territory in Marion County, Florida.

The following described lands located in portions of Sections 7, 8, 17, Township 15 South, Range 24 East Marion County, Florida; beginning at the S. W. corner of the S.W. 1/4 of the N. W. 1/4 of Section 8, Township 15 South, Range 24 East, Marion County, Florida, thence N 00 deg 28'40" W along the west boundary of said Section 8 a distance of 888.87 feet to the southwesterly right-of-way line of State Road No. 40, thence S. 89 deg 56'12" E along said southwesterly right-of-way line 231.25 feet, thence S 33 deg 01'47" W 58.79 feet, thence S 00 deg 11'38" E 1388.87 feet, thence S 88 deg 28'52" E 225.41 feet to the approximate shoreline of Lake Waldens, thence run into said Lake S 29 deg 57'39" 201.45 feet to a point in said lake, said point being the south-east corner of the West 1/2 of the N.W. 1/4 of the S.W. 1/4 of said Section 8, thence S 89 deg 20'28" W along said south boundary 223.84 feet to a point on the aforesaid approximate shoreline of Lake Waldens, thence continue S 89 deg 20'28" W along said south boundary 330.25 feet to the southwest corner of said West 1/2 of N.W. 1/4 of S.W. 1/4, thence N 00 deg 10'04" W along the west boundary of said Section 8 a distance of 1211.25 feet to the point of beginning.

Also Lots 107, 108 and 109, in the Town of Waldens, situated in the S. W. 1/4 of Section 8, Township 15 South, Range 24 East, as per plat thereof recorded on Plat Book "E", page 22, Public Records of Marion County, Florida. Less and excepting therefrom that part of the East 200 feet of West 1181.25 feet of the S. W. 1/4 of said Section 8, Township 15 South, Range 24 East, lying south of Lake Waldens, all of which see in Lot 109.

Also South 1/2 of S. E. 1/4 of Section 7, Township 15 South, Range 24 East, except the West 70 acres, thereof.

Also That part of the West 2/4 of the N. W. 1/4 of N.W. 1/4 of Section 17, Township 15 South, Range 24 East, lying north of Fort Gates Road, except additional road right-of-way conveyed in Official Records Book 891, page 178.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Report, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32309-0851, within thirty(30) days from the date of this notice. At the same time, a copy of said objection should be mailed to The applicant whose address is set forth below. The objection must state the grounds for the objection with particularity. East Marion Sanitary Systems, Inc. East Marion Water Distribution, Inc. P. O. Box 243 Silver Springs, FL 34489-0243 Smith-Masters, Inc. P. O. Box 1972

WATER TARIFF

East Marion Sanitary Systems, Inc.  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

**East Marion  
Sanitary Systems, Inc.**  
NAME OF COMPANY

P.O.Box 245

Silver Springs, FL 34489-0245

(ADDRESS OF COMPANY)

(352) 351-1338

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

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Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 490-W

COUNTY - Marion

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
17837	7-14-87	870389-WU	Certificate
24553	05/20/91	900603-WS	Transfer

(Continued to Sheet No. 3.1)

Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following described lands located in portions of Sections 7, 8, 17, Township 15 South, Range 24 East, Marion County, Florida:

Beginning at the S.W. corner of the S.W. 1/4 of the N.W. 1/4 of Section 8, Township 15 South, Range 24 East, Marion County, Florida, thence N 00°29'46" W along the west boundary of said Section 8 a distance of 839.97 feet to the southwesterly right-of-way line of State Road No. 40, thence S 86°59'12" E along said southwesterly right-of-way line 531.25 feet, thence S 33°01'47" W 89.79 feet, thence S 00°11'26" E 1385.87 feet, thence S 36°25'52" E 285.41 feet to the approximate shoreline of Lake Waldena, thence run into said Lake S 29°57'59" E 201.43 feet to a point in said lake, said point being the south-east corner of the West 1/2 of the N.W. 1/4 of the S.W. 1/4 of said Section 8, thence S 89°30'58" W along said south boundary 329.84 feet to a point on the aforesaid approximate shoreline of Lake Waldena, thence continue S 89°30'58" W along said south boundary 330.29 feet to the southwest corner of said West 1/2 of N.W. 1/4 of S.W. 1/4, thence N 00°10'04" W along the west boundary of said Section 8 a distance of 1319.86 feet to the point of beginning.

Also: Lots 107, 108 and 109, in the Town of Waldena, situated in the S.W. 1/4 of Section 8, Township 15 South, Range 24 East, as per plat thereof recorded in Plat Book "E", page 23, Public Records of Marion County, Florida. Less and excepting therefrom that part of the East 200 feet of West 1181.38 feet of the S.W. 1/4 of said Section 8, Township 15 South, Range 24 East, lying south of Lake Waldena, all of which lies in Lot 109.

Also: South 1/2 of S.E. 1/4 of Section 7, Township 15 South, Range 24 East, except the West 70 acres, thereof.

Also: That part of the West 3/4 of the N.W. 1/4 of N.W. 1/4 of Section 17, Township 15 South, Range 24 East, lying north of Fort Gates Road, except additional road right-of-way conveyed in Official Records Book 991, page 173.

Herbert Hein  
ISSUING OFFICER

President  
TITLE



WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
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HELD FOR FUTURE USE

Herbert Hein  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - East Marion Water Distribution, Inc.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "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.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 11.0 "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.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, 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.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds 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.

Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

## WATER TARIFF

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(Continued to Sheet No. 6.1)

Herbert Hein  
ISSUING OFFICERPresident  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number</u>	<u>Rule Number</u>
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Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

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 **POLICY DISPUTE** - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 **APPLICATION** - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 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 **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 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, rereating, 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 in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

(Continued from Sheet No. 7.0)

8.0 **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.

8.0 **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.

10.0 **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 change resulting from a violation of this Rule.

11.0 **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.

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 utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

(Continued from Sheet No. 8.0)

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.

13.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company 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.

14.0 **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.

15.0 **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 utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.

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

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

16.0 **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.

17.0 **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.

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

Herbert Hein  
ISSUING OFFICER

President  
TITLE



NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 20.0 **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.
- 21.0 **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.
- 22.0 **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.
- 23.0 **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 billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 **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.
- 25.0 **METER ACCURACY REQUIREMENTS** - All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 26.0 **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.

Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

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Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

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 -

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8 x 3/4	\$ 8.70
	3/4	13.05
	1	21.75
	1 1/2	43.50
	2	69.50
	3	139.20
	4	217.50
	6	435.00
	<u>Gallage Charge</u>	\$ 1.27 per 1,000 gallons

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After a five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private 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 -

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8 x 3/4	\$ 8.70
	3/4	13.05
	1	21.75
	1 1/2	43.50
	2	69.60
	3	139.20
	4	217.50
	6	435.00
	Gallage Charge	\$ 1.27 per 1,000 gallons

BASE FACILITY - \$ 8.70 / PER - Month

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer

Herbert Hein  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

SCHEDULE OF 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</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$10.00</u>	<u>\$10.00</u>
1"	<u>\$10.00</u>	<u>\$10.00</u>
1 1/2"	<u>\$10.00</u>	<u>\$10.00</u>
Over 2"	<u>\$10.00</u>	<u>\$10.00</u>

**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 Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customer's account during the month of April each year.

**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 Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE .

TYPE OF FILING .

Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

METER BENCH TEST REQUEST - If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the following schedule of fees and shall be in accordance with 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 - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code, the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25.30.265, Florida Administrative Code.

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NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

NORMAL RECONNECTION - This charge would 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 would 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 would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$ 15.00
Premises Visit Fee (In lieu of disconnection)	\$ 10.00

EFFECTIVE DATE -TYPE OF FILING - Transfer

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President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	Actual Cost (1)	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	Not Applicable
2" metered service .....	\$	
Over 2" metered service .....	Actual Cost (1)	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ( ___ GPD) .....	\$	
All others-per gallon/month .....	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( ___ GPD) .....	\$	
All others-per gallon/month .....	\$	
Inspection Fee .....	Actual Cost (1)	
<u>Main Extension Charge</u>		
Residential-per ERC ( ___ GPD) .....	\$	
All others-per gallon .....	\$	
or		
Residential-per lot ( ___ foot frontage) .....	\$	
All others-per front foot .....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$ 70.00	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	Actual Cost (1)	
Plan Review Charge .....	Actual Cost (1)	
<u>Plant Capacity Charge</u>		
Residential-per ERC ( ___ GPD) .....	\$	
All others-per gallon .....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC ( ___ GPD) .....	\$ 300.00	
All others-per gallon .....	\$	

(1) Actual Cost is equal to the total cost incurred for services rendered by a customer.

Effective Date:

Type of Billing: Transfer

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ISSUING OFFICER

President  
TITLE



NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION .....	21.0
APPLICATION FOR WATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

Herbert Hein  
ISSUING OFFICER

President  
TITLE



**Sample Application Form**

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_

StateZip \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_

StateZip \_\_\_\_\_

Date service should begin \_\_\_\_\_

Service requested: Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

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.
4. Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within \_\_\_ days prior to the date the customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Herbert Hein  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

Not Applicable

Herbert Hein  
ISSUING OFFICER

President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

COPY OF CUSTOMER'S BILL

EAST MARION SANITARY SYSTEMS, INC.  
P O BOX 245  
SILVER SPRINGS, FL 34489-0245  
352/351-1338

WAT	
SEW	

--	--	--	--

PAY TO ORDER	
PAY TO ORDER	

MAIL THIS STUB WITH YOUR PAYMENT

Herbert Hein  
ISSUING OFFICER  
President  
TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 17.0
Service Availability Policy.....	24.0
Table of Dailey flows .....	25.0

Herbert Hein  
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TITLE

NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility will provide service to a single phase 181 single family home development.

The utility has invested in treatment facilities as well as all transmission and distribution facilities.

To receive service, customers will pay the system capacity and meter installation charges shown on page 17.0

Herbert Hein  
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President  
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NAME OF COMPANY East Marion Sanitary Systems, Inc.

WATER TARIFF

## TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments .....	250 gpd [1]
Bars and Cocktail Lounges .....	5 gpcd [2]
Boarding Schools (Students and Staff) .....	75 gpcd
Bowling Alleys (toilet wastes only, per lane) .....	100 gpd
Country Clubs, per member .....	25 gpcd
Day Schools (Students and Staff) .....	10 gpcd
Drive-in Theaters (per car space) .....	5 gpd
Factories, with showers .....	30 gpcd
Factories, no showers .....	10 gpd/100 sq. ft.
Hospitals, with laundry .....	250 gpd/bed
Hospitals, no laundry .....	200 gpd/bed
Hotels and Motels .....	200 gpd/room and unit
Laundromat .....	225 gpd/washing machine
Mobile Home Parks .....	300 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat) .....	3 gpd
Nursing Homes .....	150 gpd/100 sq. ft.
Office Buildings .....	10 gpd/100 sq. ft.
Public Institutions (other than those listed herein) .....	75 gpcd
Restaurants (per seat) .....	50 gpcd
Single Family Residential .....	350 gpd
Townhouse Residence .....	250 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat) .....	3 gpd
Stores, without kitchen wastes .....	5 gpd/100 sq. ft.
Speculative Buildings .....	10 gpd/100 sq. ft.
Warehouses .....	30 gpd plus 10 gpd/ 1000 sq. ft.

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

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ISSUING OFFICER

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