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FPSC-COMMISSION CLERK

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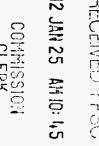
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January 24, 2012

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



RE: Docket No. 110200-WU; Application for increase in water rates in Franklin County by Water Management Services, Inc. <u>Our File No. 46023.01</u>

Dear Ms. Cole:

Pursuant to Order No. PSC-12-0030-PCO-WU, I am enclosing the following documents for Commission approval:

- 1. Customer Notice
- 2. Revised Tariff Sheets 17, 18, 24.0, 24.1, 24.2
- 3. Escrow Agreement

Your attention to this matter is appreciated.

Very truly yours,

MARTIN S. FRIEDMAN

MSF/mp Enclosures

СОМ		
APA ECR GCL WAD SRC ADM OPC CLK	cc: Martha Barrera, Esquire, Office of General Counsel (w/enclosures) Ralph Jaeger, Esquire, Office of General Counsel (w/enclosures) Bart Fletcher, Division of Economic Regulation (w/enclosures) Joseph A. McGlothlin, Associate Public Counsel (w/enclosures) Gene D. Brown, President (w/enclosures) Sandy M. Chase, Vice President (w/enclosures)	

Notice of Interim Rate Increase

Water Management Services, Inc. Florida Public Service Commission Docket No. 110200-WU

On January 10, 2012, the Florida Public Service Commission ("FPSC" or "Commission") voted to approve interim water rates for Water Management Services, Inc. ("WMSI"). The FPSC issued Order No. PSC-12-0030-PCO-WU on January 19, 2012, approving the interim rates noted below. The interim rates will be collected subject to refund, pending the FPSC's final decision regarding final rates. If a refund is ordered, it will include interest based upon Commission-determined factors.

The rates prior to filing. WMSI's requested interim rates and he Commission-approved interim rates are set forth below:

GENERAL AND RESIDENTIAL SERVICE:

METER SIZE	Rates Prior to Filing	WMSI's Requested Interim Rates	Commission Approved Interim Rates
5/8" x 3/4"	\$ 27.79	\$ 32.98	\$ 29.96
3/4"	\$ 41.69	\$ 49.47	\$ 44.95
1"	\$ 68.78	\$ 82.46	\$ 74.92
1 1/2"	\$ 138.97	\$ 164.91	\$ 149.83
2"	\$ 222.36	\$ 263.87	\$ 239.74
3" Compound	\$ 416.92	\$ 494.75	\$ 449.50
3" Turbine	\$ 486.42	\$ 577.22	\$ 524.43
4" Compound	\$ 694.88	\$ 824.59	\$ 749.18
4" Turbine	\$ 833.84	\$ 989.49	\$ 899.00
6" Compound	\$1,389.73	\$1,649.15	\$1,498.33
6" Turbine	\$1,737.17	\$2,061.45	\$1,872.92
8" Compound	\$2,223.59	\$2,638.67	\$2,397.34
8" Turbine	\$2,501.52	\$2,968.48	\$2,696.99
10" Compound	\$3,196.40	\$3,793.07	\$3,446.17
10" Turbine	\$4,030.24	\$4,782.57	\$6,442.84

12" Compound	\$5,975.88	\$7,091.40	\$6,494.73
Gallonage Charge per 1,000 gallons:			
General Service	\$ 4.70	\$ 5.58	\$ 5.07
Residential Service 0-8,000 Gallons 8,001-15,000 Gallons over 15,000 Gallons	\$ 3.30 \$ 4.12 \$ 4.96	\$ 3.92 \$ 4.89 \$ 5.89	\$ 3.56 \$ 4.44 \$ 5.35

Written comments concerning WMSI's request for an increase in rates and charges, and requests to be placed on the mailing list for this case, should be sent to the Director, Office of Commission Clerk & Administrative Services at the following address:

Florida Public Service Commission Director, Office of Commission Clerk & Administrative Services 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0870

All correspondence should include reference to Commission Docket No. 110200-WU, which has been assigned to this case.

Complaints regarding service may be made to the Commission's Division of Regulatory Compliance and Consumer Assistance at 1/800/342-3552, submitted through the Public Service Commission's toll-free facsimile line at 1/800/511-0809, or the Commission's website available at: <u>http://www.floridapsc.com/consumers/complaints/index.aspx</u>

The interim rates will be effective _____, 2012. To contact WMSI's operations office, call (850)927-2648.

Water Management Services, Inc.

NINTH REVISED SHEET NO. 17 **REPLACES EIGHTH REVISED SHEET NO. 17**

WATER MANAGEMENT SERVICES, INC. WATER TARIFF

GENERAL SERVICE RATE SERVICE GS

- Available throughout the area served by the company. AVAILABILITY -
- To any customer for which no other schedule applies. APPLICABILITY -
- LIMITATIONS -Subject to all rules and regulations of this Tariff and General Rules and Regulations of the Commission.

MONTHLY RATES

METER SIZE 5/8" x 3/4" 3/4" 1" 1 1/2" 2" 3" Compound 3" Turbine 4" Compound 6" Turbine 6" Compound 6" Turbine 8" Compound 8" Turbine 10" Compound 10" Turbine 12" Compound		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	FACILITY CHARGE 29.96 44.95 74.92 149.83 239.74 449.50 524.43 749.18 899.00 1,498.33 1,872.92 2,397.34 2,696.99 3,446.17 4,345.17 6,442.84
Gallonage Cha	rge per 1,000 gallons	\$	5.07
MINIMUM CHARGE - The minimum charge is \$29.96 per month. This charge covers the availability of water service, and accordingly continues to accrue whether water is connected or disconnected. All base facility charges must be paid prior to service being reconnected at the same location.			and accordingly nnected or must be paid prior
TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After			days. After

TERM ten (10) working days' written notice, service may then be disconnected.

EFFECTIVE DATE: TYPE OF FILING:

Interim Rate Increase

GENE D. BROWN Issuing Officer As its President

NINTH REVISED SHEET NO. 18 REPLACES EIGHTH REVISED SHEET NO. 18

WATER MANAGEMENT SERVICES, INC. WATER TARIFF

RESIDENTIAL SERVICE RATE SERVICE RS

- AVAILABILITY Available throughout the area served by the company.
- APPLICABILITY To any customer for which no other schedule applies.
- LIMITATIONS Subject to all rules and regulations of this Tariff and General Rules and Regulations of the Commission.

MONTHLY RATES

METER SIZE	BASE FACILITY CHARGE	
5/8" x 3/4"	\$ 29.96	
3/4"	\$ 44.95	
1"	\$ 74.92	
1 1/2"	\$ 149.83	
Gallonage Charge per	1,000 gallons	
0-8 kgal	\$3.56	
8-15 kgal	\$4.44	
Over 15 kgal	\$5.35	
MINIMUM CHARGE - The minimum charge is the base facility charge for the resp size. This charge covers the availability of water service and continues to accrue whether water is connected or discontribuse facility charges must be paid prior to service being re- the same location.		
TERMS OF PAYMENT -	Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After ten (10) working days' written notice, service may then be disconnected.	

EFFECTIVE DATE: TYPE OF FILING:

Interim Rate Increase

GENE D. BROWN Issuing Officer As its President WATER MANAGEMENT SERVICES, INC. 250 John Knox Road, No. 4 Tallahassee, FL 32303 WATER TARIFF NINTH REVISED SHEET NO. 24.0 REPLACES EIGHTH REVISED SHEET NO. 24.0

APPLICATION FOR WATER SERVICE RESIDENTIAL AND GENERAL WATER SERVICE AGREEMENT

This agreement is between Water Management Services, Inc., (the "Utility") and

_____, (the "Customer").

Block

Print Name Here

In consideration of the mutual covenants the Utility agrees to furnish water to the Customer for use at the following service location:

Street Address

Lot

Subdivision

The Customer shall install and maintain at his own expense the service line which shall begin at the property line and extend to the dwelling. The Customer must provide evidence that a structure is or will be present at the service location. Evidence may include a building permit, or the installation of any device capable of delivering water, such as a faucet on the property. The device must be inspected and approved by the Utility. A meter will not be placed on the property until the evidence is produced.

The Customer shall pay for such water service at the following rates per month, effective as of the date of this agreement:

METER SIZE	BASE FACILITY CHARGE
5/8" x 3/4"	\$ 29.96
3/4"	\$ 44.95
1"	\$ 74.92
1 1/2"	\$ 149.83
2"	\$ 239.74
3" Compound	\$ 449.50
3" Turbine	\$ 524.43
4" Compound	\$ 749.18
4" Turbine	\$ 899.00
6" Compound	\$ 1,498.33
6" Turbine	\$ 1,872.92
8" Compound	\$ 2,397.34
8" Turbine	\$ 2,696.99
10" Compound	\$ 3,446.17
10" Turbine	\$ 4,345.17
12" Compound	\$ 6,442.84

EFFECTIVE DATE: TYPE OF FILING:

Interim Rate Increase

GENE D. BROWN Issuing Officer As its President

Page One of Three

Gallonage Charge per 1,000 gallonsResidential Service0-8kgal\$3.568-15kgal\$4.44over 15,000 gallons\$5.35General Service\$5.07

MINIMUM CHARGE - The minimum charge per month is the base facility charge for the respective meter size. This charge covers the availability of water service, and accordingly continues to accrue whether the Customer has any device capable of delivering water, whether water service is connected or disconnected. All base facility charges must be paid prior to service being reconnected at the same location.

The Utility will purchase and install a water meter with a cut-off valve in each service. The meter is the exclusive property of the Utility and the Customer shall not tamper with the meter. The Utility shall have exclusive right to use of such cut-off value and to turn it on and off according to the rules and regulations of the Utility. If the Customer wants the use of a cut-off valve, it must be installed in the Customer's water line on Customer's side of the meter and at Customer's expense. The Utility shall have the right to install the service line of the meter on the property of the Customer.

The Utility shall have final jurisdiction in any question of location of any service line connection to its distribution system; may shut off the water to a Customer who tampers with the meter or who allows a connection or extension to be made on his service line or the meter on the property of the Customer.

The Utility shall have final jurisdiction in any question of location of any service line connection to its distribution system; may shut off the water to a Customer who tampers with the meter or who allows a connection or extension to be made on his service line or the meter on the property of the Customer. The Customer will pay the cost of extending the line from the meter to the edge of the Customer's property if the Utility's service line is not already adjacent to the property line as well as all line extension expenses from the edge of the property to the Customer's residence.

The failure of a Customer to pay water and service charges duly imposed shall result in the automatic imposition of the following policies:

A. Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After ten (10) days written notice, service may be discontinued.

B. If service is disconnected by reason of non-payment, a reconnect fee of \$21.00 will be paid for reconnection in addition to payment of past due accounts before reconnection of service is made.

EFFECTIVE DATE: TYPE OF FILING:

Interim Rate Increase

GENE D. BROWN Issuing Officer As its President

Page Two of Three

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C. If 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, a premises visit fee of \$21.00 will be paid in addition to the payment for service.

The Customer agrees to abide by the Rules and Regulations of this Utility.

IN WITNESS WHEREOF, I (or We where applicable) make application for water service and have hereunto executed this agreement on the ______ day of ______, 20_____.

CUSTOMER BILLING ADDRESS:

CUSTOMER SIGNATURE

PHONE NO.____

Bv.

CUSTOMER SIGNATURE

CUSTOMER ADDRESS IF DIFFERENT FROM BILLING ADDRESS:

ACCEPTED: WATER MANAGEMENT SERVICES, INC.

Date:	_	
Meter Deposit	<u></u>	
Meter Installation Fee	- <u>L</u>	
Plant Capacity Charge		
Main Extension Charge		
Initial Connection Fee		
Allowance for Funds Prudently Invested		
TOTAL		
EFFECTIVE DATE: TYPE OF FILING: Interim Rate Inc	GENE D. BROWN srease Issuing Officer As its President	

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made by and between CITIZENS STATE BANK (the "Bank"), the FLORIDA PUBLIC SERVICE COMMISSION ("FPSC") and WATER MANAGEMENT SERVICES, INC., a Florida corporation, (the "Utility"), upon the following terms, conditions and considerations:

WITNESSETH:

WHEREAS, by action of the FPSC in Docket No. 1110200-WU, Order No. PSC-12-0030-PCO-WU issued January 19, 2012, the FPSC granted the Utility's request for interim monthly water service rates, and

WHEREAS, as a condition of such order, the Utility is required to provide cash security for those monthly water service rates collected subject to a refund, and

WHEREAS, the Bank has agreed to hold such funds in an interest bearing escrow account,

NOW, therefore, in consideration of Ten Dollars and the mutual covenants herein, the parties agree as follows:

- 1. The foregoing representations are true and correct.
- 2. The Utility and FPSC shall open a joint interest bearing escrow account. The amount of interim monthly water service rates collected subject to a refund shall be deposited by the Utility in the escrow account and in accordance with the requirements of the FPSC Order issued in Docket No. 110200-WU.
- 3. The balance in the escrow shall bear interest at the Bank's prevailing money market rate which is currently .50% Annual Percentage Yield, which is a variable rate. Utility shall pay all fees required to maintain the escrow account.
- 4. In the event a refund is required, the Utility is authorized to withdraw funds from this account for the purpose of paying said refund with interest and undertaken in accordance with Rule 25-30.360, Florida Administrative Code. If a refund to the customers is required, all related interest earned on the escrow account shall be distributed to the customers, and if a refund to the customers is not required, the interest earned on the escrow account shall revert to the utility.
- 5. The Utility shall provide to FPSC a report by the 20th day of each month indicating the monthly and total amount collected subject to refund.

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- 6. The Commission Clerk of the Office of Commission Clerk of the FPSC and the Utility shall be signatories to the Escrow Account. Signature cards executed by the Commission Clerk of the Office of Commission Clerk of the FPSC and the Utility shall designate the appropriate authorized signature for each. No withdrawals of funds shall occur without the prior approval of the Commission through the Office of Commission Clerk.
- 7. The Bank shall forward regular monthly statements (including images of cancelled checks) to the Utility and shall mail a copy of the monthly statement to the FPSC.
- 8. The balance of the funds remaining in the Escrow Account shall be disposed of in accordance with the FPSC's final order immediately after issuance and the account closed thereafter.
- 9. The Utility shall indemnify and hold the Bank harmless from any claim, demand or loss suffered by the Bank, and the cost thereof including court costs and attorney fees for negotiation, trial and appeal.
- 10. This Escrow Account is established pursuant to the FPSC Order No. PSC-12-0030-PCO-WU, for the benefit of the Utility's customers.
- 11. The information concerning the Escrow Account shall be available from the Bank to the FPSC and its representative at all times.
- This Escrow Account is established by the direction of the Florida Public Service Commission for the purposes set forth in its order requiring such account. Pursuant to <u>Cosentino v. Elson</u>, 263 So. 2d 253 (Fla. 3rd DCA 1972), escrow accounts are not subject to garnishment.

THIS AGREEMENT shall become effective and binding upon all parties upon the date that it becomes fully executed.

By:

WATER MANAGEMENT SERVICES, INC., a Florida corporation

Gene D. Brown, as its President

DATE: _____

CITIZENS STATE BANK

By:

-

Roger Brooks as its President/CEO

DATE: _____

FLORIDA PUBLIC SERVICE COMMISSION

By:

Ann Cole, Commission Clerk Office of Commission Clerk

,

DATE: _____