



**The  
PEOPLES**

**WATER SERVICE COMPANY**

409 WASHINGTON AVENUE, SUITE 310, TOWSON, MARYLAND 21204

PHONE: 301/825-3722

FAX: 301/825-0015

March 27, 1992

Director, Division of Records and Reporting  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32399-0850

\* ~~NO CHECK~~

Dear Sir:

920289-WU

Enclosed are the Grandfather Applications, the Water Tariffs and the appropriate filing fee as required.

Since January 1987, the Company has used the gross-up method for Contributions in Aid of Construction (CIAC). We respectfully request that the Commission approve the appropriate Tariff Sheets to continue this policy.

The cost of materials for new services, impact fees and the cost of main extensions or similar projects that are not for public benefit or that increase revenues are the items that are treated with the gross-up method.

The manner in which we gross-up for federal and state income taxes is as follows:

1. The total of the particular project's costs is rounded off to the nearest whole dollar. This amount is designated as "pre-tax" CIAC.

2. The pre-tax amount from (Step 1) is divided by 62%, which is the reciprocal of the effective corporate income tax rate of 38%, and is then rounded off. This is the "grossed-up" CIAC.

3. Deduct pre-tax CIAC (Step 1) from grossed-up CIAC (Step 2) to determine the amount of CIAC taxes (federal and state).

In grossing up CIAC to include income taxes, the Company follows a practice which is commonly used by other investor-owned water utilities. In addition, we have successfully defended our policy to gross-up CIAC in court. In *Fanning Builders, Inc. vs. The Peoples Water Service Company*, Case No. 90-2155-CA-01, Division "K", Escambia County, Florida, October 1, 1990, The Circuit Court for Escambia County ruled that The Peoples Water Service Company may collect grossed-up CIAC relating to the extension of water service to the developer's project. In its ruling, the court agreed

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that (1) Income taxes are costs similar to other taxes (payroll, unemployment, sales, etc.); (2) Any tax benefit over the life of the asset is more than offset by the additional costs of maintenance and real estate tax on the property; and (3) Current ratepayers should not bear the burden of speculative development.

We will appreciate the Commission's approval to continue this practice.

In the "Instructions for Filing Water Tariffs", we were requested to explain any deviation from the "model" water tariff. The changes made by us are addressed by page number:

ORIGINAL SHEET

6.0 The Cross Connection Control Program discusses the scope of this program and its procedures.

The Fire Sprinkler Systems Policy provides the rules for proper and safe inter-connection of customer owned fire sprinkler systems to the Company's water distribution system.

6.1 The Metering Customers' Service information provides the rules used for proper metering.

The Water Main Extension Policy and Procedures provides the manner in which new services and/or construction are handled.

11.0 Rule No. 17.0 - PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - The Company is only a water utility so this is not applicable.

12.0 Rule No. 19.0 - CHANGE OF OCCUPANCY - The Company does not accept telephone orders for the transfer of an account. The customer must complete a new "Application for Service" at the local office for a new service address.

15.0 The manner in which we handle the cost associated with backflow devices is covered in this section.

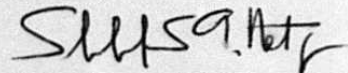
20.0 AMOUNT OF DEPOSIT - The amount of the customer's deposit is dependent upon the type of establishment not the size of the meter.

20.1 INTEREST ON DEPOSIT - The Company pays interest on each customer's deposit on the deposit's anniversary date rather than paying interest to all customers in the same calendar year.

23.1 SERVICE AVAILABILITY POLICY - This sheet explains how the Service Availability or Impact Fee is calculated.

Should you have any questions, please contact us. We look forward a long and pleasant relationship.

Regards,



Sherlock S Gillet, Jr.  
Vice President

Enclosures

cc: Robert A. Emmanuel, Esq.  
J. W. Hellums, Jr., Dist. Mgr.

APPLICATION FOR A GRANDFATHER CERTIFICATE  
PURSUANT TO SECTION 367.171, FLORIDA STATUTES

To: Director, Division of Records and Reporting  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32399-0

The undersigned hereby makes  
certificate(s) to operate a (water)  
Escambia County, Flo.  
information.

grandfather  
utility in  
the following

PART I APPLICANT INFORMATION

- A) The full name (as it will  
mailing address and telep

tificate),  
applicant:

The Peoples Water Service Co  
Name of utility

52

905 Lownd Avenue  
Office Street Address

Pensacola, FL 32507  
City State Zip Code

P. O. Box 4815, Pensacola, FL 32507  
Mailing address if different from street address

- B) The name, address and telephone number of the person to  
contact concerning this application:

J. W. Hellums, Jr. (904) 455-8552  
Name Phone No.

905 Lownd Avenue  
Office Street Address

Pensacola, FL 32507  
City State Zip Code

- C) Indicate the organizational character of the applicant:  
(circle one)

Corporation

Partnership

Sole Proprietorship

Other

(Specify. See Rule 25-30.035, Florida  
Administrative Code)

- D) If the applicant is a corporation, list names, titles and addresses of corporate officers and directors. (Use additional sheet if necessary).

See Exhibit F attached.

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- E) If the application is not a corporation, list names and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

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PART II SYSTEM INFORMATION

A) WATER

- 1) Provide a description of the types of customers served, i.e., single family homes, mobile homes, duplexes, golf course clubhouses, commercial, etc.

All of the above plus private fire protection and schools.

- 2) Indicate number of current customers by type:

Residential	<u>9,023</u>
General Service	<u>445</u>
Other (Describe below)	<u>32</u>

Description of "Other" Customers:

Fire Sprinkler Systems 29; Private Hydrants 3

- 3) Indicate permit numbers and dates of approval of facilities by the Department of Environmental Regulation (DER) or the agency designated by DER to issues permits:

D.E.R. I.D. #1170527; NW Florida Water Management  
District Permit #8830018; Listing of facility (well)  
permits attached as Exhibit G.

4) Date the utility system was established.  
May 24, 1937

5) Exhibit A - \* - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease.  
\*Copies of Deeds for real property owned by the utility where facilities are located

B) WASTEWATER

1) Provide a description of the types of customers served, i.e., single family homes, mobile homes, duplexes, golf course clubhouses, commercial, etc.

N/A

2) Indicate number of current customers by type:

Residential N/A

General Service N/A

Other (Describe below) N/A

Description of "Other" Customers: N/A

3) Indicate permit numbers and dates of approval of facilities by the Department of Environmental Regulation (DER) or the agency designated by DER to issues permits:

N/A

4) Date the utility system was established.

N/A

- 5) Exhibit N/A - Evidence that the utility owns the land where the utility treatment facilities are located, or, where the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease.

**PART III RATES AND TARIFFS**

- A) Exhibit B - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit C - The original and two copies of sample water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations, which shall be consistent with Chapter 25-9, Florida Administrative Code. Model tariffs are enclosed with the application package. The tariff must contain all rates, charges, and policies of the utility, including the service availability policy. Any rates, charges or policies not included in this tariff will not be approved by the Commission.

**PART IV TERRITORY DESCRIPTION AND MAPS**

Note: Refer to Instructions for preparation of territory description and map prior to completing this section.

**A) TERRITORY DESCRIPTION**

Exhibit D - An accurate description using township, range and section references of the territory the utility was serving or was authorized to serve on the day Chapter 367, Florida Statutes, became applicable. If the water and wastewater service territories are different, provide separate descriptions.

**B) TERRITORY MAPS**

Exhibit E - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400', along with the proposed territory plotted thereon by use of metes and bounds or quarter sections, and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

C) SYSTEM MAPS

Exhibit E - One copy of detailed map(s) showing existing lines and facilities and the territory to be served. Said map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for the water and wastewater systems.

PART V FILING FEE

Indicate the filing fee enclosed with the application:  
\$2,250.00 (one fee for water  
and one for wastewater)

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee is determined by the capacity of the system. To determine the fee, equate the design capacity of the system and/or the plant to persons. One equivalent residential connection equates to 3.5 persons. One hundred gallons per day, per person (100 gpd/p) is accepted design criteria in representing water consumed per day per person and/or representing wastewater flow per day per person. If the design capacity of the system or plant is known in gallons then divide this figure by 100 to find the number of persons that can be served.

For systems with the capacity to serve:

1)	1 to 999 persons	\$ 150.00
2)	1,000 to 4,999 persons	\$ 900.00
3)	5,000 to 9,999 persons	\$ 1,500.00
4)	10,000 or more persons	\$ 2,250.00

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in S. 775.082, S. 775.083, or S. 775.084, Florida Statutes.

Shl S. Hef  
(Signature)

2/27/92  
(Date)

Vice President  
(Title)

Exhibit A

Attached are deeds for property owned by the applicant where utility treatment facilities are located.

EXHIBIT A

DEED 428-623

CONFIRMATORY DEED

September 30, 1955

THE PEOPLES WATER SERVICE COMPANY OF FLORIDA

TO

THE PEOPLES WATER SERVICE COMPANY

DEED 428 624

WHEREAS this Confirmatory Deed is made and delivered for the purpose of confirming the same unto The Peoples Water Service Company, its successors and assigns, forever; and all things necessary to make this Confirmatory Deed a legal, valid and binding instrument have been done and performed, and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS CONFIRMATORY DEED WITNESSETH that, in consideration of the premises and the sum of Five dollars (\$5) cash in hand paid by The Peoples Water Service Company, the receipt whereof is hereby acknowledged, THE PEOPLES WATER SERVICE COMPANY OF FLORIDA does by these presents grant, bargain, sell, release, convey, assign, transfer, warrant and set over to THE PEOPLES WATER SERVICE COMPANY, its successors and assigns, in fee simple, forever, all and singular the premises, property and franchises of the Grantor, of whatever description, real, personal and mixed, and wheresoever situated. The said premises, property and franchises include, among other things, the following, but reference to or enumeration of any particular kinds, classes or items of property shall not be deemed to exclude from the operation and effect of this Confirmatory Deed any kind, class or item not so referred to or enumerated;

**REAL ESTATE**

The following real estate in Brevard County,

3.  
423  
Florida, with all buildings and improvements thereon and all appurtenances thereto:

(1) In Block numbered Ten (10) of the First Addition to New Warrington, a subdivision of a part of Section 51, Township 2 South, Range 30 West, according to plat of Stephen Lee recorded at page 30 of Plat Book 1 of the records of Escambia County, Florida, to-wit: All that portion of Lot numbered Eight (8) in said Block numbered Ten (10) which lies West of the extension Southerly across said Lot numbered Eight (8) of the East Line of Lot numbered Seventeen (17) of Elliott Place according to plat of said Elliott Place recorded at page 33 of Plat Book 1 of the records of Escambia County, Florida.

Also the South fifty-four (54) feet of lot numbered Seventeen (17) of Elliott Place, according to the above mentioned plat of Elliott Place.

Being the same parcels of land described in a certain Deed dated May 24, 1937, from P. M. Turner and others to the Grantor, recorded in the records of Escambia County, Florida, in Book 146, at Page 140.

(2) The North half of Lot numbered Eleven (11) in Block numbered Twenty-one (21) First Addition to New Warrington, being a sub-division of a part of the Juan Donelson Grant, Section Fifty-one (51), Township Two (2) South, Range Thirty (30) West, according to the plat thereof prepared by Stephen Lee, and recorded in Plat Book 1, Page 30, of the records of Escambia County, Florida.

Being the same parcel of land described in a certain Deed dated May 10, 1943, from the Turner-Day Company to the Grantor, recorded in the records of Escambia County, Florida, in Book 175, at Page 532.

(3) Lot 3 in Block 1 in Luzon Heights, a subdivision of a portion of Sections 50 and 51, Township 2 South, Range 30 West, in Escambia County, Florida, as per plat of said subdivision recorded in Plat Book 2 at page 5 of the records of Escambia County, Florida.

Being the same parcel of land described in a certain Deed dated June 12, 1945, from E. W. Sudduth and wife to the Grantor, recorded in the records of Escambia County, Florida; in Book 210, at Page 521.

(4) Lot Eighteen (18) of Block Sixteen (16) of the Second Addition to Aero Vista, being a subdivision of a part of the John B. Cazanave Grant and the John Donelson Grant (Sections fifty and fifty-one, Township two South, Range Thirty West) according to plat thereof by C. H. Overman, filed in Plat Book 2, pages 22A and 22B.

Being the same parcel of land described in a certain Deed dated April 16, 1949, from Lillian Durschlag, to the Grantor, recorded in the records of Escambia County, Florida, in Book 297, at Page 602.

(5) A tract of land lying in Section 37, Township 2 South, Range 30 West, more particularly described as follows: commencing at a permanent reference monument at the southeast corner of Bowling Green Subdivision as recorded in Plat Book 2, Page 47, of the public records of Escambia County, Florida; thence North 85 degrees 13 minutes East, a distance of 70.0 feet to a point on the east right-of-way line of Corry Field Road, and the point of beginning of the tract hereinafter described; thence continuing North 85 degrees 13 minutes East, a distance of 120.0 feet; thence South 62 degrees 46 minutes East, a distance of 47.17 feet; thence South 5 degrees 23 minutes West, a distance of 55.9 feet; thence South 85 degrees 13 minutes West a distance of 150.0 feet to the east right-of-way line of Corry Field Road; thence North 4 degrees 47 minutes West along the east right-of-way line of Corry Field Road, a distance of 80.0 feet to the point of beginning.

Being the same parcel of land described in a certain Deed dated November 26, 1951, from Warrington Home Builders, Inc., to the Grantor, recorded in the records of Escambia County, Florida, in Book 346, at Page 626.

(6) The Eastern 66 feet on right angle measurements of the property described in the Deed from Lillian Durschlag, et al, to William H. Archer, dated February 20, 1937, and recorded in Deed Book 147 at page 234, of the records of

Escambia County, Florida, the said Eastern 66 feet being described as follows, to-wit: Begin at a point on the Southern right-of-way line of Gulf Beach Highway 775 feet at right angles from the Western Boundary line of Section 50, Township 2 South, Range 30 West; thence run southerly in a line parallel to the Western Boundary line of said Section 50 to a point on the Northern line of the right of way of Jackson Road near Warrington; thence run Westerly along the Northern line of said Jackson Road right of way a distance of 66 feet; thence run Northerly in a line parallel to the Western line of said Section 50, a distance of 91.84 feet, more or less, to a point on the Southern boundary line of Gulf Beach Highway; thence run Easterly a distance of 68.25 feet, more or less, along the Southern line of the right of way of Gulf Beach Highway to the point of beginning, the said point of beginning being a point on the Southern boundary line of Gulf Beach Highway right of way 110 feet North of the Northern right-of-way line of Jackson Road on a line parallel to the Western line of said Section 50.

Being the same parcel of land described in a certain Deed dated November 10, 1944, from William H. Archer and wife to the Grantor, recorded in the records of Escambia County, Florida, in Book 212, at page 281.

(7) Lots 5, 6 and 7 in Block 148 of Beach Haven, being a part of the Pablo Graupera Grant, Section 35, Township 2 South, Range 31 West, and Section 54, Township 2 South, Range 30 West, Escambia County, Florida, according to plat of subdivision of Beach Haven recorded in Deed Book No. 46, at Page No. 51, of the public records of Escambia County, Florida.

Being the same parcels of land described in a certain Deed dated November 19, 1952, from Julien Eliasberg et al. to the Grantor, recorded in the records of Escambia County, Florida, in Book 363, at Page 65.

B

**PLANTS, DISTRIBUTION SYSTEMS AND  
MISCELLANEOUS PROPERTIES**

All the Grantor's water plants and water distribution

systems in the State of Florida, including all lands, buildings, improvements, machinery, wells, reservoirs, pumps, engines, boilers, mains, pipes, conduits, hydrants, purification facilities, storage or other tanks, meters and tools, used or useful in the operation of said water plants and water distribution systems; said water plants and water distribution systems being located in the County of Escambia, in and in the vicinity of the unincorporated community of Warrington; also all repairs, additions and extensions to and replacements of said water plants and water distribution systems.

C

EASEMENTS, RIGHTS-OF-WAY, ETC.

All easements, rights-of-way, water rights, flowage rights, licenses, privileges and rights, used or useful in the operation of said water plants and water distribution systems to which reference is made in B next above.

D

LEASES

All leasehold estates and all renewals, extensions or modifications thereof, used or useful in the operation of said water plants and water distribution systems.

428 629

FRANCHISES, LICENSES, PERMITS, ETC.

All franchises, licenses, permits, grants, privileges, immunities and rights, used or useful in the operation of said water plants and water distribution systems.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid properties or any part or parcel thereof; with the reversion and reversions, remainder and remainders, revenues, income, rents, issues, products and profits thereof, and all estate, right, title, interest, possession, claim and demand of every nature and kind whatsoever of the Grantor, as well at law as in equity, of, in and to the same and every part and parcel thereof, free from all exemptions and right of homestead.

TO HAVE AND TO HOLD unto the said The Peoples Water Service Company, the Grantee herein, its successors and assigns, forever.

AND the said Grantor, The Peoples Water Service Company of Florida, does for itself, its successors and assigns, covenant that it is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free from encumbrances, and that it, its successors and assigns, the said Grantee, The Peoples Water Service Company, its successors and assigns, in the quiet and peaceable possession





OFFICE 1

Clk's Rec. Fee  
St. Doc. Stamp Tax  
St. Doc. Sur-Tax  
TOTAL \$

WARRANTY DEED

This instrument was prepared by

ALAN C. SHEPPARD of  
Holsberry, Emmanuel, Sheppard & Condon  
Attorneys at Law  
17th Floor Century Bank Tower  
Post Office Drawer 1271  
Pensacola, Florida 32506

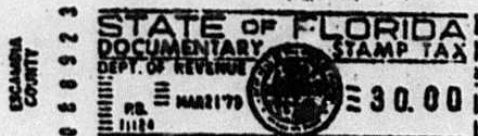
State of Florida, COUNTY OF ESCAMBIA

Cur File No. H-122-1

KNOW ALL MEN BY THESE PRESENTS, That I/We, NICK CHARLES ICE & GRACE ELLEN ICE,  
husband and wife

for and in consideration of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, do bargain, sell, convey and grant unto THE PEOPLES WATER SERVICE COMPANY, a Maryland corporation, (whose mailing address is 310 Mercantile-Towson Building, Towson, Maryland 21204), its ~~successors and assigns~~ successors and assigns, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lots 3, 4, and 18 through 22, both inclusive, Block 148,  
BEACH HAVEN, Escambia County, Florida, according to plat  
thereof recorded in Deed Book 46, Page 51, of the public  
records of said County.



Subject to taxes for the current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed.

To have and to hold, unto the said grantees, its ~~successors and assigns~~ successors and assigns, forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead. And the said grantors covenant that the grantee ~~grantee~~ grantee seized of an indefeasible estate in fee simple in said property and have a good right to convey the same; that it is free from liens and encumbrances, except as set forth above, and that the said grantors their heirs, executors and administrators, the said grantees its ~~successors and assigns~~ successors and assigns, in the quiet and peaceful possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 16 day of March, A.D., 19 79.

Signed, sealed and delivered in the presence of:

Charmaine R. Williams  
Christine J. Williams

Nick Charles Ice (SEAL)  
NICK CHARLES ICE

Grace Ellen Ice (SEAL)  
GRACE ELLEN ICE

(SEAL)

State of FLORIDA, COUNTY OF ESCAMBIA

Before the subscriber personally appeared  
NICK CHARLES ICE & GRACE ELLEN ICE,  
his wife

known to me to be the individual <sup>s</sup> described by said name <sup>s</sup> who executed the foregoing instrument and acknowledged that <sup>he</sup> <sup>she</sup> executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 16 day of March, A.D., 19 79.

(Notary Seal)

Notary Public, State of Florida

My Commission expires Dec. 31, 1981

Clk's File for Record No.

RECORDED  
MAR 21 1979  
1 51 PM '79  
CLERK OF ESCAMBIA COUNTY

937272

EXHIBIT A-2

STATE OF FLORIDA,  
COUNTY OF ESCAMBIA.

DEED 368 PAGE 65

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS; That we, Julien Eliasberg, a bachelor; Edward D. Eliasberg and Dorothy Root Eliasberg, his wife; Nathan F. Fogel and Sibyl Eliasberg Fogel, his wife; Wallace Spigel and Jennie E. Spigel, his wife, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations - - - - -  
to us in hand paid by Peoples Water Service Company of Florida, - - - - -  
the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the said Peoples Water Service Company of Florida, its successors - - - - -

their and assigns forever, the following described real estate, situate, lying and being in the County of Escambia, and State of Florida, to-wit:-

Lots Five (5), Six (6) and Seven (7) in Block 14B - -

- - - - - of Beach Haven,  
being a part of the Pablo Graupera Grant, Section 35, Township 2 South, Range 31 West, and Section 54, Township 2 South, Range 30 West, Escambia County, Florida, according to plat of subdivision of Beach Haven recorded in Deed-Book #46, at Page #51, of the public records of Escambia County, Florida.

Together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and To Hold the above described premises unto the said Peoples Water Service Company of Florida, its successors - - - - -

their and assigns, forever, free from all exemption of homestead right or claim of ours, the said grantors, if any such right or claim we possess: And we, the said grantors, for ourselves and our heirs, do covenant with the said grantees, its successors their and assigns, that we are well seized of the property, and have a good right to convey the same; that it is free from any lien or incumbrance in law or equity, and that the grantors shall and will warrant and by these presents forever defend the said premises unto the said grantees, its successors and assigns, against the lawful claims of all and every person or persons whomsoever.

IN WITNESS WHEREOF: We have hereunto set our hands and seals this 19th day of November A.D., 1952.



Julien Eliasberg (Seal)

WALLACE SPIGEL (Seal)

By Julien Eliasberg  
Attorney-in-fact.

JENNIE E. SPIGEL (Seal)

By Julien Eliasberg  
Attorney-in-fact

Sibyl Eliasberg Fogel (Seal)

Edward D. Eliasberg (Seal)

Dorothy Root Eliasberg (Seal)

Nathan F. Fogel (Seal)

Signed, sealed and delivered in the presence of:

Elizabeth M. Phelps

Edna A. Moore

Edna A. Moore

Edna A. Moore

Edna A. Moore

Edna A. Moore

As to Julien Eliasberg, Wallace Spigel, and Jennie E. Spigel.

As to Edward D. Eliasberg and Dorothy Root Eliasberg.

As to Nathan F. Fogel and Sibyl Eliasberg Fogel.

STATE OF ALABAMA

COUNTY OF DALLAS

DEED 388 PAGE 66

This day, before the undersigned personally appeared Julien Eliasberg, a bachelor, to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and acknowledged that he, individually, and as Attorney-in-fact for Wallace Spigel and Jennie E. Spigel, executed the same for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 24 day of Nov A.D., 1957



My commission expires

Dec 19 57

Leo O. Mason  
Notary Public  
Dallas Co. Ala

STATE OF FLORIDA,

COUNTY OF HILLSBORO.

This day, before the undersigned personally appeared Edward D. Eliasberg and Dorothy Root Eliasberg, his wife, to me well known to be the individuals described in and who executed the foregoing Deed of Conveyance, and acknowledged that they executed the same for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 19th day of November A.D., 1957

My commission expires

19

My commission expires Dec. 28, 1958

Edgar C. Rogers

STATE OF OHIO,

COUNTY OF HAMILTON.

This day, before the undersigned personally appeared Nathan F. Fogel and Sibyl Eliasberg Fogel, his wife, to me well known to be the individuals described in and who executed the foregoing Deed of Conveyance, and acknowledged that they executed the same for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 21 day of November A.D., 1957

My commission expires

19

Edgar C. Rogers, Jr.

Notary Public, State of Ohio

My Commission Expires May 3, 1960

5363 FILED DEC 11 1957

RECORDED IN THE PUBLIC  
OFFICE OF THE CLERK OF THE  
COUNTY OF HAMILTON, OHIO  
ON NOV 21 1957

Marie L. Fogel  
COUNTY CLERK

State of Florida,

ESCAMBIA

County

KNOW ALL MEN BY THESE PRESENTS, THAT we, William H. Archer andFlorence A. Archer

his wife

 for and in consideration of the sum of One (\$1.00) Dollar and other good and  
valuable considerations

 to US in hand paid by The Peoples Water Service Company of Florida,  
a corporation

 the receipt whereof is hereby  
 acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey  
 unto the said The Peoples Water Service Company of Florida

 its heirs and assigns forever, the following described real estate, situate, lying and being in  
 County of Escambia State of Florida to-wit:

The Eastern 66 feet on right angle measurements of the property described in the deed from Lillian Durschlag, et al to William H. Archer, dated February 20, 1937 and recorded in Deed Book 147 at page 234 of the records of the above County, the said Eastern 66 feet being described as follows, to-wit: Begin at a point on the Southern right of way line of Gulf Beach Highway 775 feet at right angles from the Western boundary line of Section 50, Township 2 South, Range 30 West; thence run Southerly in a line parallel to the Western boundary line of said Section 50 to a point on the Northern line of the right of way of Jackson Road near Warrington; thence run Easterly along the Northern line of said Jackson Road right of way a distance of 66 feet; thence run Northerly in a line parallel to the Western line of said Section 50, a distance of 91.84 feet, more or less, to a point on the Southern boundary line of Gulf Beach Highway; thence run Easterly a distance of 68.25 feet, more or less, along the Southern line of the right of way of Gulf Beach Highway to the point of beginning, the said point of beginning being a point on the Northern boundary line of Gulf Beach Highway right of way 110 feet North of the Northern right of way line of Jackson Road on a line parallel to the Western line of said Section 50.

Together with the improvements thereon, and the hereditaments and appurtenances therunto belonging or in anywise appertaining: To HAVE AND TO HOLD the above described premises unto the said

The Peoples Water Service Company of Florida

its

 heirs and assigns, forever, free from all exemption or homestead right or claim of OURS, the said  
 grantor, if any such right or claim WE possess: And WE, the said grantors, for  
OURSELVES and OUR heirs, do covenant with the said grantee, its heirs and assigns,  
 that WE are well seized of the said property, and have a good right to convey the same; that it is free  
 from any lien or incumbrance in law or equity, and that said grantors shall and will warrant and by these  
 presents forever defend the said premises unto the said grantee, its heirs and assigns, against the  
 lawful claims of all and every person or persons whomsoever.

 IN TESTIMONY WHEREOF, WE have hereunto set OUR hand and seals this  
10th day of November 1944.

Signed, sealed and delivered in the presence of

J. E. Whitcomb  
J. E. Whitcomb
William H. Archer  
Florence A. Archer

(SEAL)

(SEAL)

State of FLORIDA

County of ESCAMBIA

This day, before the undersigned, personally appeared William H. Archer and Florence A. Archer, his wife to me well known to be the individual(s) described in and who executed the foregoing Deed of Conveyance, and acknowledged that they executed the same for the uses and purposes therein expressed, and the said Florence A. Archer wife of the said William H. Archer upon a private examination by me, held separate and apart from her said husband, acknowledged and declared that she executed the same freely and voluntarily and without fear or apprehension, compulsion or constraint, of or from her said husband, and for the purpose of relinquishing, renouncing and conveying all her rights of whatsoever kind in and to said property.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 10<sup>th</sup> day of November, A. D., 1944.

*R.C. Dickson*

Maya Form B-1

State of Florida

COUNTY

TO

## Warranty Deed

Received this

day

A. D., 19

M.

o'clock

Page

and Recorded in Volume

19

the day of

Clerk Circuit Court.

By

D.C.

Maya Printing Company, Pensacola, Florida

81940

FILED OCT 5 1945

ALL 50 COPIES OF THIS DEED RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, IN THE BOOK AND PAGE NOTED ABOVE

LANGLEY BELL, Clerk Circuit Court

*Arthur G. Campbell*  
Deputy Clerk



OCT 3 1945



ALL 50 COPIES OF THIS DEED RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, IN THE BOOK AND PAGE NOTED ABOVE

WENTHROP AVE  
TAPPA

EXHIBIT A-5

State of Florida  
Escambia County

348-243  
WARRANTY DEED

Form 100  
Printed and Pre Paid  
State Printing Co  
Tallahassee, Fla.

Know All Men by These Presents: That We, W. W. Day and Mary A. Day,  
Husband and Wife

for and in consideration of One Hundred Dollars and other good and valuable  
considerations DOLLARS  
the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto The Peoples Water  
Service Company

its heirs, executors, administrators and assigns, forever, the following described real property,  
situate, lying and being in the County of Escambia, State of Florida.

All of Lot 8 in Block 10, First Addition to New  
Barrington, being a part of the Subdivision of  
the Junn Donelson Grant, Section 51, Township 8  
South, Range 30 West, According to the plat thereof  
prepared by Stephen Lee and recorded in Plat Book  
1 at Page 30 of the Escambia County Records, EX-  
hibited herefrom only that portion of Lot 8 presently  
owned by Buyer per Deed Book 146 at Page 140 of said  
Escambia County, Florida public records.

RECEIVED  
JUL 21 1967  
JUL 21 4 53 PM '67  
CIRCUIT COURT

324051

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise apper-  
taining, free from all exceptions and right of homestead.

And we covenant that we are well seized of an indefeasible  
estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encum-  
brance, except taxes for year 1967, and that we and our heirs, executors and administrators, the said grantees, its heirs,  
executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons  
lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th  
day of July A.D. 1967.

Signatures of W. W. Day and Mary A. Day

(SEAL)  
Mary A. Day (SEAL)

State of Florida  
Escambia County

Before the subscriber personally appeared W. W. Day and Mary A. Day, Husband and  
Wife, known to me, and known to me to be the individual described by said name in and who executed the  
foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.  
Given to me by hand and official seal this 15th day of July 1967

Notary Public

WELLES AVE  
TANK

CORPORATION WARRANTY DEED

State of Florida,

ESCAMBIA

County

4  
240  
1215  
67  
\$52.95

86(1) PAGE 653

KNOW ALL MEN BY THESE PRESENTS That the Shaw Building Corporation,

----- a corporation, for and in consideration of  
One Hundred Dollars and other good and valuable considerations-----

the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto Peoples Water Service Company, Inc., a Maryland corporation, 310 Mercantile - Town  
Bldg., Town, Md. 21204

its successors and assigns, forever, the following described property, situate, lying and being in the County of Escambia,

State of Florida, to-wit:

Lots 12, 13, 14 and 15, Block 29, Gulf Beach Manor, a subdivision of a portion of Section 4, Township 3 South, Range 31 West, and of Section 33, Township 2 South, Range 31 West, in Escambia County, Florida, according to plat of said subdivision filed in Plat Book 1, at Page 16 of the public records of Escambia County, Florida, being a parcel (as Seller hereby warrants) 276 feet (North and South) by 897 feet (East and West).

There is excepted from the warranties hereinafter contained that certain oil, gas and mineral lease dated October 19, 1972, recorded in Official Records Book 651, at Page 323 of the public records of Escambia County, Florida, as modified and amended by instrument entitled "Amendment to Oil, Gas and Mineral Lease" recorded in Official Records Book 826, at Page 578 of the public records of Escambia County, Florida. There is also excepted from the warranties hereinafter contained real property taxes for 1974 and subsequent years.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And the said corporation covenants that it is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free from incumbrances, and that it, its successors and assigns, the said grantee, its successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, the said corporation, grantor, in pursuance of due and legal action of its stockholders and Board of Directors, has executed these presents causing its name to be signed by its President, and its corporate seal to be affixed hereto this 16 day of December, A. D., 19 74

Signed, sealed and delivered in the presence of:

Bill Bryant

SHAW BUILDING CORPORATION

By J. L. Hester  
Its President

EXHIBIT A-6

WELLS AVE  
TRUNK

State of FLORIDA  
ESCAMBIA County

Before the subscriber, duly commissioned, qualified and acting as Notary Public, in and for said State and County, personally appeared L. L. Weiss and C. E. Fanning, known to me and

known to me to be the individuals described by said names who executed the foregoing instrument, and to be the President and Secretary of the Shaw Building Corporation, respectively, a corporation, and acknowledged and declared that they as President and Secretary of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

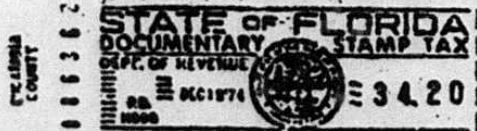
Given under my hand and seal official this 16<sup>TH</sup> day of December

*C. R. Knepper*

State of Florida at Large  
My Commission expires My Commission Expires Dec. 14, 1978



STATE OF FLORIDA  
COUNTY  
A CORPORATION  
TO  
Corporation Warranty Deed  
Received this \_\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
and recorded in Volume \_\_\_\_\_ Page \_\_\_\_\_  
the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
By \_\_\_\_\_ Clerk Circuit Court  
D. C.



RECORDED IN  
PUBLIC RECORDS  
ESCAMBIA CO. FLA. ON  
DEC 17 4 40 PM '74  
NOTARY PUBLIC  
ESCAMBIA COUNTY

649313



649313  
GND

State of Florida,

Escambia

County

to state

KNOW ALL MEN BY THESE PRESENTS: THAT We, E. W. Sudduth and Ada Sudduth

for and in consideration of the sum of One Hundred Dollars and other

Valuable considerations-----DOLLARS

to us in hand paid by Peoples Water Service Co., Of Florida

the receipt whereof is hereby

acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey

unto the said Peoples Water Service Co., Of Florida A: Corporation, Its

SUCCESSORS

and assigns forever, the following described real estate, situate, lying and being in

County of Escambia State of Florida to-wit:

Lot 3 in Block 1 In Luzon Heights, a subdivision of a portion of  
 Sections 50 & 51 TP 2 South Range 30 West in Escambia County Fla.  
 as per plat of said subdivision recorded in plat book 2 at page 5  
 of the records of Escambia County, Fla.

This conveyance is made subject to Protective Covenants recorded  
 in deed Book 201 At page 514 Escambia County, Fla.

Subject to 1945 Taxes/

AUG 22 1945



together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in  
 anywise appertaining: TO HAVE AND TO HOLD the above described premises unto the said

Peoples Water Service Co., ~~xxxxxx Corporation~~ Of Florida, A. Corporation,

SUCCESSORS and assigns, forever, free from all exemption of homestead right or claim of OURS, the said

grantor and if any such right or claim we possess: And we, the said grantor, for

ourselves and our heirs, do covenant with the said grantee, heirs and assigns,

that we are well seized of the property, and have a good right to convey the same; that it is free

from any lien or incumbrance in law or equity, and that said grantor shall and will warrant and by these

present forever defend the said premises unto the said grantee, heirs and assigns, against the

lawful claims of all and every person or persons whomsoever.

IN TESTIMONY WHEREOF, We have hereunto set OUR hand and seal this

12th day of June 1945

Signed, sealed and delivered in the presence of

*W. J. [Signature]*  
*[Signature]*

*E. W. Sudduth* (S)  
*Ada Sudduth* (S)

EXHIBIT A-7

WELL #3

BOOK 210

State of Florida  
County of Escambia

This day, before the undersigned personally appeared E. W. Sudduth & wife  
Ada Sudduth

to me well known to be the individual s described in and who executed the foregoing Deed of Conveyance and  
acknowledged that they executed the same for the uses and purposes therein expressed, and the said  
Ada Sudduth wife of the said  
E. W. Sudduth upon a private examination by me

held separate and apart from her said husband, acknowledged and declared that she executed the same freely  
and voluntarily and without fear or apprehension, compulsion or constraint, of or from her said husband, and  
for the purpose of relinquishing, renouncing and conveying all her rights of whatsoever kind in and to said  
property.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 12th  
day of June A. D., 19 45

*Maurice H. Graham*

Notary Public, State of Florida At Large  
My Commission Expires June 7, 1948

State of Florida  
ESCAMBIA COUNTY

L. W. Sudduth and  
Ada Sudduth  
TO  
Peoples Water Service Co., Of Fl  
Of Florida

Warranty Deed

Received this 12 day  
of June A. D., 19 45  
at Escambia o'clock P. M.  
and Recorded in Volume 20239 Page 19  
the 12 day of June 19 45

Clerk Circuit Court.  
D.C.

FILED AUG 22 1945  
RECORDED IN THE PUBLIC RECORDS OF  
ESCAMBIA COUNTY, FLORIDA, IN THE BOOK AND PAGE NOTED ABOVE.

LAMBLEY BELL & COMPANY  
*Ante de Campbell*

AUG 22 1945



NOTARY PUBLIC  
MAURICE H. GRAHAM  
ESCAMBIA, FLORIDA

EXHIBIT A-8

This instrument, made and signed by me, April 11, 1949, between William L. Marshall, a widow, of the County of Cook and State of Illinois, party of the first part, and Peoples Water Service Company of Florida, a corporation existing under the laws of the State of Florida, with permanent post office address at Harrington, Florida, County of Essex, State of Florida, called Grantee, party of the second part, (Witnesseth, that the said part of the first part, for and in consideration of the sum of Six Hundred and 00/100 (\$600.00) - - - Dollars, to her, in hand paid, the receipt whereof is hereby acknowledged, he has granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents do he grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of Essex and State of Florida more particularly described as follows: Lot Eighteen (18) of Block Sixteen (16) of the Second Addition to Aero Vista, being a subdivision of a part of the John B. Casanave Grant and the John Donelson Grant (Sections fifty and fifty-one, Township two South, Range Thirty West) according to plat thereof by C. H. Overman, filed in Plat Book 2, pages 22A and 22B. # # # # # Subject to the taxes for 1949. This property is also subject to certain restrictive covenants recorded in Deed Book 257, at page 285, of the records of said county.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining. To have and to hold the same in fee simple forever.

And the said part Y of the first part do hereby covenant with the said party of the second part, that she is lawfully seized of the said premises; that they are free of all incumbrance, and that she has good right and lawful authority to sell the same; and that said part Y of the first part doth thereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

In Witness Whereof, The said part Y of the first part has hereunto set her hand and seal, the day and year above written.

Signed, sealed and delivered in our presence:  
Rae E. Egan  
Adelbert D. Egan } William L. Marshall (Seal)  
(Seal)

WITNESSES:  
E. J. ...  
...

State of ILLINOIS

County of COOK

I hereby Certify, That on this 16th day of April

A. D. 1949, before me personally appeared Lillian Durschlag

to me known to be the person described in and who executed the foregoing conveyance to Peoples Water Service Company of Florida, and severally acknowledged the execution thereof to be free act and deed for the uses and purposes therein mentioned; and the said Lillian Durschlag, the wife of the said [redacted] on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said Deed of Conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or compulsion of or from her said husband.

Witness my signature and official seal at Chicago

in the County of Cook and State of Illinois, the day and year last aforesaid.

Paula Peterson  
Notary Public, Cook County, Illinois

My Commission expires January 1, 1951



CLERK OF CIRCUIT COURT  
ESCALA COUNTY, ILL.

1949 MAY 4 AM 9 25

FILED FOR RECORD

Lot 18, Block 16, 2nd Addition to Aero Vista.

ABSTRACT OF DESCRIPTION

Date

Peoples Water Service Company of Florida

Lillian Durschlag

WARRANTY DEED  
TO CORPORATION

ORDER FOR R. E. 34

9-3-49

170 lbs

FILED MAY 4 1949  
CLERK OF CIRCUIT COURT  
ESCALA COUNTY, ILL.

294 687

STATE OF FLORIDA  
COUNTY OF ESCAMBIADEED

WHEREAS Bayou Chico Land Company, a dissolved corporation, acting by and through its directors and statutory trustees, did on the 16th day of June, A.D. 1943, make, execute and deliver to A. C. Blount, A. B. Saunders, R. H. Turner and G. W. Reese, as Trustees, a deed conveying to the said Trustees above named, their successors, heirs and assigns, with full power to sell and convey and dispose of all property, real and personal, wherever situated, owned by said dissolved corporation, which deed appears of record in Deed Book 179 at page 15 of the public records of Escambia County, Florida; and

WHEREAS, since the execution, delivery and recording of above mentioned conveyance, R. H. Turner has died and Thomas W. Saltmarsh has been selected to succeed the said R. H. Turner as one of the Trustees, which selection is evidenced by an instrument in writing duly executed, dated November 1, 1947, and recorded in the office of the Clerk of the Circuit Court of Escambia County, Florida in Deed Book 265 at pages 393 to 397, inclusive, of the public records of said County;

WHEREAS, since the execution, delivery and recording of the above mentioned conveyance, Richard H. Merritt has been selected as one of the Trustees in place of G. W. Reese, who resigned, by an instrument in writing duly executed dated July 11, 1952, and recorded in the office of the Clerk of Circuit Court of Escambia County, Florida, in Official Record Book 39 at pages 488 to 491, inclusive, of the public records of said County; and whereas Thomas W. Saltmarsh has died and G. W. Reese has been selected to serve as a Trustee by instrument dated March 29, 1963, and recorded in Official Record Book 87 at pages 295 to 301, inclusive, together with instrument of ratification dated February 12, 1964 recorded in Official Record Book 143 at page 655, all in the office of the Clerk of the Circuit Court of Escambia County, Florida.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, A. C. Blount, A. B. Saunders, Richard H. Merritt, and G. W. Reese, as Trustees aforesaid, for and in consideration of the sum of One Hundred and 00/100 (\$100.00) Dollars and other good and valuable considerations to us in here paid by Peoples Water Service Company, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said Peoples Water Service Company, its successors and assigns, forever, the following described real estate situated, lying and being in the County of Escambia, State of Florida, to wit:

Lot 11, Block 6, Westerly Heights, a subdivision of a portion of Section 37, Township 2 South, Range 30 West, Escambia County, Florida, according to plat of said subdivision recorded in Plat Book 2 at page 14 of the public records of said County.

together with the improvements thereon and the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD THE SAID ABOVE DESCRIBED PREMISES unto the said Peoples Water Service Company, its successors and assigns in fee simple forever, free from all exemption and right of homestead or claim of ourselves, the said grantors, if any such right of claim we possess, and we, the said grantors, for ourselves and our successors, heirs and assigns, do covenant

ESCAMBIA  
COUNTY

well #8

294 688

with the said grantee, its successors and assigns, that we are well seized of the said property and have a good right to convey the same; that it is free from any encumbrance in law or equity, and the said Grantors, as Trustees, but not individually, shall and will warrant and by these presents forever defend the said premises unto the said grantee, its successors and assigns, against the lawful claims of all and every person or persons whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26<sup>th</sup> day of June, A. D. 1966.

Signed, sealed and delivered in the presence of:

A. B. Saunders  
Richard H. Herritt  
G. J. Reese

H. C. Blount (SEAL)  
Richard H. Herritt (SEAL)  
G. J. Reese (SEAL)  
A. B. Saunders (SEAL)

As Trustees under Trust Deed  
Recorded in Deed Book 179 at Page  
15 of the Public Records of Escambia  
County, Florida.

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This day, before the undersigned, personally appeared A. C. Blount, A. B. Saunders, Richard H. Herritt and G. J. Reese, as Trustees, all well known to me, and known to me to be the individuals described in and who executed the foregoing deed of conveyance, and acknowledged that they executed the same as Trustees aforesaid for the uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 26<sup>th</sup> day of June, A. D. 1966.

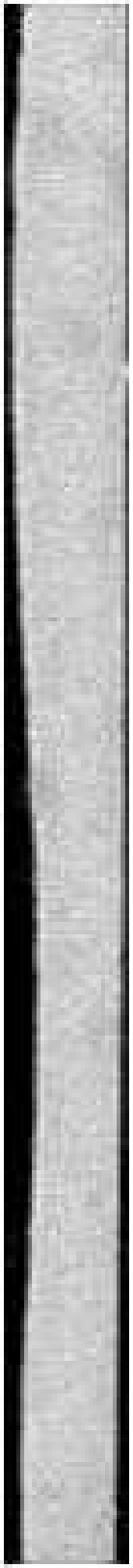
[Signature]  
Notary Public

My Commission expires June 30, 1967

289920  
JUL 5 3 07 PM '66  
RECORDED IN  
OFFICE OF  
CLERK OF  
FLA. OR  
NOTARY PUBLIC

Well #5





WELT  
#5



WELL #7

355-10-10  
WARRANTY DEED

State of Florida

ESCAMBIA County

DATE 278 REC 356

Seal of the State of Florida  
Tallahassee, Florida

Whittington, J. L.

Know All Men By These Presents, That We, DANIEL L. WHITE and LAURA BELL WHITE, husband and wife, and WILLIE B. LONG and ERMA T. LONG, husband and wife,

for and in consideration of the sum of ONE (\$1.00) DOLLAR and Other Good and

Valuable Considerations, to us in hand paid by PEOPLES WATER SERVICE COMPANY, A Corporation,

do hereby certify that the people referred to hereby acknowledged have granted, conveyed and sold, and by these presents do grant, convey and sell unto the said PEOPLES WATER SERVICE COMPANY, its

successors, heirs and assigns forever, the following described real estate, situate, lying and being in County of ESCAMBIA State of FLORIDA to-wit:

Lot 7 in Block 4 in the Subdivision of the Estate of  
Jonas Brown, per plat recorded in Plat Book 1 at Page 34,  
Escambia County, Florida.

ESCAMBIA COUNTY

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
MAR 1934  
\$300



Together with the improvements thereon, and the hereditaments and appurtenances thereto belonging or in anywise appertaining; To Have and To Hold the above described premises unto the said

PEOPLES WATER SERVICE COMPANY, its SUCCESSORS

with such covenants, tenures, free from all exemption of homestead right or claim of OURS the said greater & if any such right or claim WE possess; And WE the said greater & our heirs, do covenant with the said grantees, its SUCCESSORS heirs and assigns, that WE, our heirs, do well release of the property, and have a good right to convey, and that it is free from any lien or incumbrance in law or equity, and that said greater & shall and will warrant and by these presents forever defend the said grantees unto the said grantees, its SUCCESSORS and assigns, against the lawful claims of all and every person or persons whatsoever.

In Testimony Whereof, WE have hereunto set OUR hand & seal and B. this

Dated, made and delivered in the presence of  
Jesse B. White  
Jesse B. White  
Willie B. Long  
Laura Bell White

Daniel L. White  
Laura B. White  
Willie B. Long  
Erma T. Long

WEIT #7

OFFICE 278 FILE 357

State of FLORIDA  
County of ESCAMBIA

This day, before the undersigned personally appeared Daniel L. White and Laura Bell White, husband and wife,

to me well known to be the individual(s) described in and who executed the foregoing Deed of Conveyance, and acknowledged that they executed the same for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, this 8<sup>th</sup> day of March A. D. 1966

Daniel Adams  
Notary Public  
My Commission Expires  
By Commission Expires

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

This day, before the undersigned personally appeared Willie B. Long and Erna T. Long, husband and wife, to me well known to be the individuals described in and who executed the foregoing Deed of Conveyance, and acknowledged that they executed the same for the uses and purposes therein expressed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, this 5<sup>th</sup> day of March A. D., 1966.

Daniel Adams  
Notary Public  
My Commission Expires

State of Florida  
County  
TO  
Warranty Deed

Received this \_\_\_\_\_ day  
of \_\_\_\_\_ A. D. 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
and Recorded in Volume \_\_\_\_\_ Page \_\_\_\_\_  
the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
By \_\_\_\_\_ Clerk Circuit Court

RECORDED  
IN 300062  
MAR 15 1966  
CLERK OF CIRCUIT COURT

123  
3.00  
1.65  
6.40

LINE  
54A

3 PAGE 164

PRINTED AND FOR SALE  
HAYES PRINTING CO  
PENSACOLA, FLA

State of Florida  
Escambia County

# WARRANTY DEED

Warr - 164

Know All Men by These Presents: That We Edward H. Hoornstra and Mildred M. Hoornstra, husband and wife

for and in consideration of Ten (\$10.00) Dollars and other good and valuable considerations

DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto  
Peoples Water Service Company

their

heirs, executors, administrators and assigns, forever, the following described real property,

situate, lying and being in the County of Escambia State of Florida  
to-wit: Commencing at the southeast corner of Block 9, Corry Subdivision and on the western boundary of the Corry Field Road, recorded in Plat Book 1, at Page 55 of the Public Records of Escambia County, Florida; thence run South 82°-10' West with the south line of Block 9 of said subdivision a distance of 270 feet to the east boundary of the right of way of Corry Drive; thence run North 07°-50' West for 120 feet to the Point of Beginning; thence continue North 07°-50' West for 71.5 feet; thence run North 82°-10' East for 40 feet; thence run South 07°-50' East for 71.5 feet; thence run South 82°-10' West for 40 feet to the Point of Beginning, all lying and being in Section 50, Township 2 South, Range 30 West, Escambia County, Florida.

## DESCRIPTION OF EASEMENT FOR INGRESS AND EGRESS:

Commencing at the southeast corner of Block 9, Corry Subdivision and on the western boundary of the Corry Field Road, recorded in Plat Book 1, at Page 55 of the Public Records of Escambia County, Florida; thence run South 82°-10' West with the south line of Block 9 of said subdivision a distance of 270 feet to the east boundary of the right of way of Corry Drive; thence run North 07°-50' West for 108 feet to the Point of Beginning; thence continue North 07°-50' West for 12 feet; thence run North 82°-10' East for 12 feet; thence run South 37°-10' West for 16.97 feet to the Point of Beginning, all lying and being in Section 50, Township 2 South, Range 30 West, Escambia County, Florida.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an inalienable estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that we, our heirs, executors and administrators, the said grantee and their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 9th day of JANUARY A. D. 19 62

Signed, sealed and delivered in the presence of

E. B. Boyden  
T. P. L. L. L.

Edward H. Hoornstra (SEAL)  
Mildred M. Hoornstra (SEAL)

State of Florida  
Escambia County



JAN 12 11 00 AM '62  
RECORDED IN  
ESCambia  
COUNTY  
FLORIDA

137823

Before the subscriber personally appeared Edward H. Hoornstra  
and Mildred M. Hoornstra

his wife, known to me to be the individuals named by said names in and who executed the foregoing instrument, and acknowledged that they executed the same for the uses and purposes therein set forth.

Notary Public  
E. B. Boyden  
January 19 62  
January 19, 1962

WELL  
#9

Clk's Rec. Fee 9. + 1.50  
St. Doc. Stamp Tax 82.50  
Total 93.00

WARRANTY DEED

259111 122  
This instrument was prepared by  
PATRICK G. EMMANUEL  
EMMANUEL, SHEPPARD & CONDON  
ATTORNEYS AT LAW  
30 SOUTH SPRING STREET  
POST OFFICE DRAWER 1271  
PENSACOLA, FLORIDA 32506

State of Florida, COUNTY OF ESCAMBIA : Our File No. P2-861

KNOW ALL MEN BY THESE PRESENTS, That I/We, EDWARD H. HOORNSTRA and  
MILDRED M. HOORNSTRA, husband and wife

for and in consideration of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, do bargain, sell, convey and grant unto THE PEOPLES WATER SERVICE COMPANY

(whose mailing address is 905 Lowndes Avenue, Pensacola, FL 32507), its successors and assigns, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART  
HEREOF AS IF SET FORTH IN FULL HEREIN, MARKED EXHIBIT "A"

D.S. PD. \$82.50  
DATE 8-16-88  
JOE A. FLOWERS, COMPTROLLER  
BY D. P. [Signature] D.C.  
CERT. REG. #59-2043328-27-01

Subject to taxes for the current year and to valid easements, restrictions, and reservations of record affecting the above property, if any, which are not hereby reimposed.

To have and to hold, unto the said Grantee its heirs, successors and assigns, forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead. And the said grantor covenant that they are well seized of an indefeasible estate in fee simple in said property and have a good right to convey the same; that it is free from liens and encumbrances, except as set forth above, and that the said Grantor their heirs, executors and administrators shall and will forever warrant and defend the said Grantee its heirs, executors and administrators, successors and assigns, in the quiet and peaceful possession and enjoyment thereof, against all persons lawfully claiming the same.

IN WITNESS WHEREOF, We have hereunto set our hand<sup>s</sup> and seal this 10<sup>th</sup> day of August, A.D., 1988

Signed, sealed and delivered in the presence of:

[Signature]  
Karen D. Ross

[Signature] (SEAL)  
EDWARD H. HOORNSTRA (SEAL)  
MILDRED M. HOORNSTRA (SEAL)

STATE OF FLORIDA, COUNTY OF PINELLAS :

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 1988, by Edward H. Hoornstra and Mildred M. Hoornstra, his wife.

[Signature]  
Notary Public, State of Florida  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires JULY 22, 1991

Clk's File For Record No.

WELL  
#9

LEGAL DESCRIPTION ATTACHED TO DEED DATED AUGUST 10, 1908,  
EXECUTED BY EDWARD H. HOORNSTRA AND MILDRED M. HOORNSTRA,  
HUSBAND AND WIFE, TO THE PEOPLES WATER SERVICE COMPANY

EXHIBIT "A"

Lots 3 and 4, Block 9, CORY SUBDIVISION, a subdivision of a  
portion of Sections 50 and 51, Township 2 South, Range 30  
West, Escambia County, Florida, according to plat recorded in  
Plat Book 1 at page 55 of the public records of said County.

AND

A parcel of land in Section 50, Township 2 South, Range 30  
West, Escambia County, Florida, containing 5720.00 square  
feet more or less and described as follows: Begin at the  
Northeast corner Lot 3, Block 9, Cory Subdivision, a  
subdivision according to plat recorded in Plat Book 1 at page  
55 of the public records of said County; thence go N  
07°50'00" W a distance of 71.50 feet; thence go S 82°10'00"  
W a distance of 80.00 feet; thence go S 07°50'00" E a  
distance of 71.50 feet to the North line of Lot 4, Block 9 of  
the said subdivision; thence go N 82°10'00" E along the North  
line of Lot 4 and an extension thereof a distance of  
80.00 feet to the Point of Beginning.

*E. H. Hoornstra*

SIGNED FOR IDENTIFICATION PURPOSES ONLY:

*Edward H. Hoornstra*  
EDWARD H. HOORNSTRA

*Mildred M. Hoornstra*  
MILDRED M. HOORNSTRA

FILED AND RECORDED  
IN THE PUBLIC RECORDS OF  
ESCAMBIA COUNTY, FLORIDA  
AUG 16 12 39 PM '98

655671

**Exhibit B**

The current rates and charges for The Peoples Water Service Company were established on June 4, 1991 by action by the Board of County Commissioners of Escambia County. A copy of the Formal Approval of a Rate Petition on behalf of the Utility, entered by the Board of County Commissioners, is attached hereto.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

THE PEOPLES WATER SERVICE COMPANY

IN RE: PETITION FOR AN INCREASE IN  
RATES FOR WATER SERVICE

---

The petition of The Peoples Water Service Company with respect, represents that:

I

The Peoples Water Service Company owns and is engaged in the business of operating the waterworks and distribution system in, and of furnishing and selling water to the inhabitants of, the community of Warrington, in the County of Escambia, Florida.

II

Petitioner has operated a waterworks and distribution system in and about Warrington, Florida, since May 24, 1937. Petitioner is presently operating said waterworks plant and distribution system under and by virtue of a ninety-nine year franchise granted by the Board of Commissioners of Escambia County to The Peoples Water Service Company on or about August 20, 1970.

III

The rates for water service now being charged by Petitioner in Warrington, Florida, and its environs, are those rates which were accepted by the Board of County Commissioners of Escambia County to take effect on June 21, 1984, and which are reflected in Exhibit F.

#### IV

The Warrington system is carried on Petitioner's books and for rate-making purposes at a net value of \$3,276,500 as of August 31, 1990, as set forth in Exhibit A (line 13) attached hereto and made a part hereof. Petitioner avers that the current costs, less observable depreciation, of replacing all of the fixed capital investment in this plant and equipment is substantially in excess of the said sum of \$3,276,500.

#### V

The rate of return on the net capital investment has decreased in recent years to 7.60% for the 12 months ended August 31, 1989, and continued to decline to 4.04% for the 12 months ended August 31, 1990, as reflected in Exhibit A (line 24). This decline is the result of adding \$183,909 in fixed capital improvements since August 31, 1989, while gross revenues were increasing only 4.92% compared to total operating expenses rising dramatically at 23.55%.

In May, 1989, one new well was completed and added to fixed capital at a cost of \$188,000, which included the installation of pumping and various other equipment. This well was needed to enable the Company to continue to provide an adequate supply of water to its customers and for fire protection after another well had to be abandoned due to a bad well casing.

For the 12 months ended August 31, 1990, labor costs increased 26.64% as compared to the corresponding period in 1989. Naturally, the expenses associated with labor have increased accordingly, i.e., pension, taxes, and insurance. A major cause of this large increase is attributable to the increase of Petitioner's rates of pay to be competitive and reduce turnover. This increase in payroll expense, and its related costs such as pension, taxes and insurance, in turn caused an overall increase in operating expenses. It is still necessary to make wages more competitive with those paid by local businesses and specifically the Escambia County Utility Authority. The effect of this planned wage increase on operating expenses is shown on Exhibit B-2 (line 3).

Maintenance expense as a part of total operating expenses has increased by 32.82% for the 12 months ended August 31, 1990 as compared to the similar period in 1989. This increase was primarily caused by performing maintenance on purification equipment, updating maps and records, water storage tank inspections, and painting hydrants and the 1,000,000 gallon ground water storage tank.

## VI

Through the diligence of employees in effectively maintaining the plant and equipment and providing efficient service to customers, Petitioner has been the recipient of the Best Private Water Treatment Plant in the Northwest District of Florida for eight consecutive years, 1982-1989, from the Florida Department of Environmental Regulation (DER), as reflected in Exhibit H.

This same agency has also selected Petitioner's backflow prevention program as a model to train their own field personnel in northwest Florida. Backflow prevention programs are designed to prevent public water supplies from being contaminated by customers' services during severe low pressure situations. Customers that pose such a potential risk are hospitals, mortuaries, nursing homes, dry cleaners, consumers applying chemicals to their lawns with a garden hose attachment, etc. This backflow prevention program, authorized by section 403.861 (8), (9), Florida Statutes, necessitates the installation of backflow prevention devices on existing customers' service lines.

In a continuing effort to help its customers, Petitioner has made conscientious efforts to minimize costs. Examples of such cost-saving measures are performing all minor vehicle and equipment maintenance in-house, resulting in savings of \$4,500 annually, pre-sorting customers' bills resulting in savings of \$1,600 annually and performing various chemical analyses at a sister plant resulting in savings of \$10,200 annually. To reduce capital investment, Petitioner has kept its vehicles one to two years longer than previously. Finally, Petitioner has largely become more self-sufficient in the areas of maintenance and construction, which

obviously saves money since it eliminates the contractor's provision for overhead, profit and contingencies. In 1990, most construction was performed in-house and an estimated 90% of all maintenance was performed in-house.

#### VII

Petitioner expects to spend over \$1,000,000 in the near future on improvements to the plant and equipment. The bulk of these funds will be spent on tank maintenance \$374,800, installing backflow preventors \$183,000, replacing construction equipment and vehicles \$73,000, operating controls \$89,450, pumping equipment \$59,750, main improvements \$135,000, services and meters \$36,000, hydrants \$20,000, a storage building \$17,000, upgrading communications equipment \$12,000, and improving treatment equipment \$9,600. Although the sum is large, these improvements will aid in better service and reducing future costs.

The forementioned capital expenditures of over \$1,000,000 represent a 31% increase in the present rate base of \$3,276,500 as shown in Exhibit A (line 13). Petitioner will need to borrow these funds to finance such a large increase in capital investment. Petitioner's bank is willing to lend such funds only if Petitioner can provide the bank with an order from the Board of County Commissioners of Escambia County setting forth the necessary rate relief.

#### VIII

For the public's welfare, Petitioner needs to assure that the backflow prevention devices mentioned above, function properly. For proper operation, these devices need to be inspected and repaired as needed annually. Because the amount of labor and materials necessary to perform this work will vary considerably based on age and usage of each unit, Petitioner requests authority to bill individual customers for this service on a cost related basis.

In the previous rate case filed by Petitioner, the Board of County Commissioners of Escambia County suggested that the Petitioner adopt the use of Impact Fees with its next filing. In

response to this, Petitioner requests authority to charge an Impact Fee of \$357 per Equivalent Residential Connection (ERC) as an aid to provide funding for further growth within the franchise area.

Petitioner currently has two different fees in the "Special Charges" section of the existing seven year old rate schedule as shown in Exhibit F. These charges are for turn-ons \$7.50, turn-offs \$7.50 and reconnection for service previously discontinued for failure to pay \$15.00. These charges need to be increased due to the increase in costs associated with this work. For simplicity, Petitioner requests authority to change these fees to those shown in Exhibit G.

Petitioner also requests authority to increase the Tapping Fees in the rate schedule to a reasonable amount. These fees have been the same for over seven years. Petitioner suggests updating these fees to those shown in Exhibit G.

Recently the U. S. Environmental Protection Agency has mandated an increase in the number of tests as well as more sophisticated testing procedures. These ever increasing EPA mandated tests must be performed by independent laboratories. In order to recoup these additional charges, Petitioner would like to incorporate the procedure utilized by the Florida Public Service Commission to cope with this problem; i.e., to flow through these costs to Petitioner's customers when these tests are started.

Petitioner submits that a return on its present investment of 11.87% (Exhibit D-2) would constitute a just, reasonable, and conservative rate of return on its property, now owned or to be hereafter acquired, in the community of Warrington and its environs. The method of deriving this rate of return is the method used by the Florida Public Service Commission and is the industry standard. In order to achieve such a just return, an additional \$747,000 in gross revenues is required. A pro forma schedule, which reflects that an increase in water rates of 46.69% (after no increases in the past seven years) is needed to generate the necessary additional revenues, is attached as Exhibit A (line 30).

IX

WHEREFORE, Petitioner prays that, after notice and hearing, the Board of County Commissioners of Escambia County, Florida:

- (a) Determine affirmatively that the rates for water and water service now being charged by Petitioner in the franchise area (the community of Warrington and its environs), does not produce a reasonable rate of return to Petitioner, with the result that an increase in rates is justified; and
- (b) Enter an Order approving and setting the charges for water and water service in the franchise area at such rates as will provide a reasonable rate of return to Petitioner and as will produce the required additional revenue as hereinabove set forth; and
- (c) Enter such other and/or further Orders as may be deemed necessary, proper or appropriate.

THE PEOPLES WATER SERVICE COMPANY

By \_\_\_\_\_  
Sherlock S. Gillet  
President

\_\_\_\_\_  
Mr. Patrick G. Emmanuel  
EMMANUEL, SHEPPARD, & CONDON  
30 South Spring Street  
Post Office Drawer 1271  
Pensacola, Florida 32596  
Attorneys for The Peoples  
Water Service Company

**THE PEOPLES WATER SERVICE COMPANY**  
**Warrington, Florida**  
**RATE SCHEDULE**

**I. BASIC RATE**

First	3,000 gallons per month	\$8.52
Next	7,000 gallons per month	3.33 per M gals.
Next	10,000 gallons per month	2.95 per M gals.
All over	20,000 gallons per month	2.85 per M gals.

**II. MINIMUM CHARGES**

5/8" or 3/4" meter	\$ 8.52 per month for	3,000 gals.
1" meter	\$ 19.51 per month for	6,300 gals.
1 1/4" meter	\$ 27.83 per month for	8,800 gals.
1 1/2" meter	\$ 34.49 per month for	10,900 gals.
2" meter	\$ 91.26 per month for	30,500 gals.
3" meter	\$188.44 per month for	64,600 gals.
4" meter	\$382.81 per month for	132,800 gals.
6" meter	\$771.27 per month for	269,100 gals.

Where more than one living unit is served by one meter, a multiple unit charge shall apply.

**III. SPECIAL CHARGES**

1. This fee will be collected for non-payment before the disconnection date, each turn-on or attempt to turn-on, each interruption of service made at the customer's request (i.e., turn-off for repairs on the customer's premises) and each check received with insufficient funds. Fee: \$20.00

2. Sprinkler rates and private hydrants:

2 inch connection	\$10.84
3 inch connection	\$13.03
4 inch connection	\$16.61
6 inch connection	\$26.02
8 inch connection	\$43.38
10 inch connection	\$65.04

Connections to sprinklers and private hydrants shall be for fire-fighting purposes only and no other use shall be permitted.

3. Tapping Fees:

3/4" service tap	\$179.00	+ cost of materials
1" service tap	\$315.00	+ cost of materials
1 1/2" service tap	\$547.00	+ cost of materials
2" service tap or larger	to be negotiated.	

334 fire hydrants for public fire protection are furnished free of charge.

APPROVAL OF THE RATE PETITION AND RATE SCHEDULE OF THE PEOPLES  
WATER SERVICE COMPANY FOR A RATE INCREASE

Upon inquiry from Chairman Pavlock, Comptroller Flowers advised the 10:30 a.m. Public Hearing was a continued Public Hearing and there was no requirement for re-advertisement.

Motion made by Commissioner Junior, for discussion, seconded by Commissioner Del Gallo, that the Board approve the rate petition and rate schedule of The Peoples Water Service Company for a rate increase.

Commissioner Del Gallo said he would like to express his appreciation to Peoples for its efforts in compiling the back-up information for the rate petition, which he had reviewed with its officials and attorney. He said it was his understanding that a majority of the users were notified of the Public Hearing for the proposed rate increase.

Mr. Robert A. Emmanuel, attorney representing The Peoples Water Service Company, said some of the users were notified, based on the billing cycle, in addition to the public notice which appeared in the newspaper.

Commissioner Junior said he would request that Peoples, in the future, anticipate its needs and petition the Board for a rate increase within two or three years instead of waiting seven or eight years, so that future increases would be less significant.

Commissioner Lee asked if the new rates were comparable to the Escambia County Utilities Authority's (ECUA) current rates.

Commissioner Junior said the new rates would be slightly higher than ECUA's current rates, since Peoples had to comply

5/8" or 3/4" meter \$5.81 per month for	3,000 gallons
1" meter \$13.35 per month for	6,333 gallons
1 1/4" meter \$18.94 per month for	8,800 gallons
1 1/2" meter \$23.43 per month for	10,875 gallons
2" meter \$62.08 per month for	30,500 gallons
3" meter \$128.07 per month for	64,591 gallons
4" meter \$260.06 per month for	132,773 gallons
6" meter \$524.06 per month for	269,137 gallons

### Proposed Rate Schedule

#### I. BASIC RATE

First 3,000 gallons per month	\$ 8.52
Next 7,000 gallons per month	3.33/M gallons
Next 10,000 gallons per month	2.95/M gallons
All over 20,000 gallons per month	2.85/M gallons

#### II. MINIMUM CHARGES

5/8" or 3/4" meter \$8.52 per month for	3,000 gallons
1" meter \$19.51 per month for	6,000 gallons
1 1/4" meter \$27.83 per month for	8,800 gallons
1 1/2" meter \$34.49 per month for	10,900 gallons
2" meter \$91.26 per month for	30,500 gallons
3" meter \$188.44 per month for	64,600 gallons
4" meter \$382.81 per month for	132,800 gallons
6" meter \$771.27 per month for	269,100 gallons

In addition, Peoples' Rate Petition seeks an increase in certain other special charges.

at least the next three years, and brief discussion followed.

Upon further inquiry from Commissioner Lee, Mr. Emmanuel said a portion of the increase would provide for upgrading fire protection in the franchise area. He said a program was underway, in conjunction with the Department of Housing and Urban Development (HUD), for which Peoples would spend approximately \$500,000, to upgrade the mains and install over seventy (70) additional fire hydrants, of which approximately twenty (20) were already installed or in the process of being installed, in the area. Mr. Emmanuel said this action should be reflected in lower fire insurance rates for the customers Peoples served.

Following comments from Commissioner Lee, Mr. Emmanuel said the area served by Peoples consisted primarily of Warrington and Pleasant Grove.

Upon inquiry from Commissioner Robertson, Mr. Emmanuel said the average customer of Peoples used approximately 5,500 gallons per month. He said Peoples used two comparisons to indicate the minimum rate and the average customer rate, and he explained briefly.

Commissioner Robertson said Peoples' average customer would pay \$16.85 per month, according to the proposed rate schedule, versus \$10.28 for ECUA's average customer. He said he believed the proposed rate increase would affect the majority of the users.

Mr. Emmanuel concurred and said the majority would be comparable to the average consumption.

Commissioner Robertson asked if the proposed rate of \$16.85 per month compared to Peoples' average current rate.

the service than ECUA's because Peoples' was not tax exempt; therefore, the service had to be conducted as a business, and he commented briefly. He asked if some of the increase would cover replacement of pipes (mains) and installation of the additional fire hydrants.

Mr. Emmanuel concurred and said Federal regulations also required water service providers to retrofit existing commercial and residential uses with back-flow prevention devices, which were designed to prevent contaminants from the user side of the system from contaminating water to the detriment of other users. He said Peoples would continue the program already in place to install those devices for every residential and commercial establishment to provide additional protection to every user. Mr. Emmanuel said the cost to Peoples to maintain facilities such as water tanks was also more expensive under Federal guidelines now in place, and he explained briefly.

Commissioner Robertson said the proposed rate increase was approximately 46%, yet there was no apparent opposition from the users of the service, and brief discussion followed.

Commissioner Del Gallo asked whose responsibility it was to ensure that the terms of the petition were maintained.

County Administrator Peacock said the County Comptroller would be responsible for reviewing the records.

Commissioner Del Gallo asked if this petition would be reviewed at the time of the next rate petition to ensure the funds were used as they had been proposed.

County Administrator Peacock concurred.

Chairman Pavlock asked if there was anyone wishing to speak for or against the proposed rate increase; there was no response.

Comptroller Flowers said the proposed increase was \$8.52 per 3,000 gallons.

Mr. Emmanuel said the majority of the petition consisted of the rates; however, there were other increases relative to tap fees, line extension charges, etc. He said, technically, the motion should address the entire petition and the rate structure.

Chairman Pavlock asked if there was anyone wishing to speak for or against the proposed rate increase; there was no response.

There being no further discussion, Chairman Pavlock called for the question, and the motion carried 4-1, with Chairman Pavlock voting "no," approving the rate petition and rate schedule of The Peoples Water Service Company for a rate increase. (Attached and Shown as EXHIBIT "L")

STATE OF FLORIDA

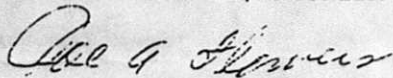
COUNTY OF ESCAMBIA

I, JOE A. FLOWERS, COMPTROLLER, and ex-officio Clerk to the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of an excerpt from the Regular Meeting of the Board of County Commissioners held on the 4th day of June, 1991.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 17th day of June, 1991.

JOE A. FLOWERS, COMPTROLLER  
AND EX-OFFICIO CLERK TO THE  
BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By



Clerk

(S E A L)

6/4/91

-5-

dch

Exhibit C

Water Tariff Attached

WATER TARIFF

THE PEOPLES WATER SERVICE COMPANY  
NAME OF COMPANY

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

THE PEOPLES WATER SERVICE COMPANY  
NAME OF COMPANY

905 Lownde Avenue

P. O. Box 4815

Pensacola, Florida 32507  
(ADDRESS OF COMPANY)

904/455-8552

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANYWATER TARIFF

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Service Availability Policy .....	30.0
Standard Forms .....	24.0
Technical Terms and Abbreviations .....	5.0 - 5.1
Territory Served .....	3.1

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

TERRITORY SERVED

The unincorporated communities fo Warrington and Pleasant Grove.

CERTIFICATE NUMBER -

COUNTY - ESCAMBIA

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVEDTerritory Description

Commence at the northwest corner of Fraction Section 8, Township 3 South, Range 31 West, Escambia County, Florida, for the point of beginning: Thence south along the west line of Sections 8, 13, and 19 to the northwest corner of Section 24; thence east along the north line of said Section 24 to the northeast corner of said Section 24; thence south along the east line of Section 24 to the north shore line of Big Lagoon; thence easterly along the north shore line of said Big Lagoon and Pensacola Bay to the east line of Section 17, Township 3 South, Range 31 West; thence north along the said east line of Section 17 to the northeast corner of said Section 17; thence west along the north line of said Section 17 to the Southwest corner of Section 27, Township 3 South, Range 31 West; thence north along the West line of said Section 27 and Section 3, Township 2 South, Range 31 West and a northerly extension thereof to the north shore line of Bayou Grande; thence easterly along the north shore line of said Bayou Grande to the north shore line of Pensacola Bay; thence easterly along the north shore line of said Pensacola Bay and an easterly extension thereof to the center line of Bayou Chico; thence north along the center line of said Bayou Chico to the point that said Bayou Chico branches to the east and west; thence westerly along the center line of the west branch of said Bayou Chico to the east line of Section 56, Township 2 South, Range 30 West; thence southerly along the said east line of Section 56 to the center line of State Road No. 298-B; thence west along the center line of said State Road No. 298-B to the west line of Section 21, Township 2 South, Range 31 west; thence south along the west line of Sections 21 and 34 to the center line of Jones Swamp; thence southwest along the said center line of Jones Swamp (which line is also the southerly line of Sections 31 and 32, Township 2 South, Range 31 west) to the township line that divides Township 2 south and Township 3 south, thence west along the said township line to the said northwest corner of Fraction Section 8 and the point of beginning.

Sherlock S. Gillet, Jr.

ISSUING OFFICER

Vice President

TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY  
WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
ESCAMBIA	Unincorporated Community of Pleasant Grove	YES	4.1
ESCAMBIA	Unincorporated Community of Warrington	YES	4.1

Sherlock S. Gillet, Jr.  
ISSUING OFFICER  
Vice President  
TITLE

**THE PEOPLES WATER SERVICE COMPANY**  
**Warrington, Florida**  
**RATE SCHEDULE**

**I. BASIC RATE**

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Where more than one living unit is served by one meter, a multiple unit charge shall apply.

**III. SPECIAL CHARGES**

1. This fee will be collected for non-payment before the disconnection date, each turn-on or attempt to turn-on, each interruption of service made at the customer's request (i.e., turn-off for repairs on the customer's premises) and each check received with insufficient funds. Fee: \$20.00

2. Sprinkler rates and private hydrants:

2 inch connection	\$10.84
3 inch connection	\$13.03
4 inch connection	\$16.61
6 inch connection	\$26.02
8 inch connection	\$43.38
10 inch connection	\$65.04

Connections to sprinklers and private hydrants shall be for fire-fighting purposes only and no other use shall be permitted.

3. Tapping Fees:

3/4" service tap	\$179.00	+ cost of materials
1" service tap	\$315.00	+ cost of materials
1 1/2" service tap	\$547.00	+ cost of materials
2" service tap or larger	to be negotiated.	

334 fire hydrants for public fire protection are furnished free of charge.

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

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" - THE PEOPLES WATER SERVICE COMPANY
- 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)

Sherlock S. Gillet, Jr.  
ISSUING OFFICERVice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

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.

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

## WATER TARIFF

(Continued from Sheet No. 6.0)

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Sherlock S. Gillet, Jr.  
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WATER TARIFF

RULES AND REGULATIONS

1.0 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.

2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. 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.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

3.0 SIGNED APPLICATION REQUIRED - Water service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement is binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which water service is to be rendered.

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. When water service is

(Continued to Sheet No. 8.0)

Sherlock S. Gillet, Jr.  
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## WATER TARIFF

(Continued from Sheet No. 7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

- 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.

Water service furnished to the customer shall be rendered directly to the customer through the Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service.

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, remetering, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension,

(Continued to Sheet No. (9.0))

Sherlock S. Gillet, Jr.  
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## WATER TARIFF

(Continued from Sheet No. 8.0)

remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

- 8.0 CONTINUITY OF SERVICE - 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. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

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.

- 9.0 TYPE AND MAINTENANCE - 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

(Continued to Sheet No. 10.0)

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

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## WATER TARIFF

(Continued from Sheet No. 9.0)

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 on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

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 - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

- 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 BILLING PERIODS - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall

(Continued to Sheet No. 11.0)

Sherlock S. Gillet, Jr.  
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Vice President  
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(Continued from Sheet No. 10.0)

become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of water service to a customer for that customer's failure to pay the bills on time.

Partial payment of a bill for water service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 17.0 ~~PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY~~ - ~~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. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.~~

- 18.0 TAX CLAUSE - 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.

(Continued to Sheet No. 12.0)

Sherlock S. Gillet, Jr.

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## WATER TARIFF

(Continued from Sheet No. 11.0)

- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

~~Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customers, to discontinue or transfer water service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.~~

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 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. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.
- 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

(Continued to Sheet No. 13.0)

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## WATER TARIFF

(Continued from Sheet No. 12.0)

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 overcharged or 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 credited or 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 for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in 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 prior to its effective date.

(Continued to Sheet No. 14.0)

Sherlock S. Gillet, Jr.  
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Vice President  
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WATER TARIFF

(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

Metering Customers' Service

See Sheet 14.1

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

RULES FOR METERING CUSTOMERS' SERVICE

SEPTEMBER 1, 1981

It is required that all water service provided to consumers will be separately metered by individual meters to each separate residential premises, each separate place of commercial business, and each separate industrial or manufacturing concern. No collective or combined metering of these separate premises for purpose of circumventing tariffs in force or for any other purposes will be allowed. Each meter will represent a separate account for billing and rate application purposes.

Two exceptions to this rule will be allowed. First - Temporary multiple installations will be allowed where in the judgment of the utility management permanent separate metering is not practical, where extreme hardship will be placed on the customer, and where the temporary connection would not exist past twelve (12) months from commencement of service. Prior approval for temporary service must be received by the customer from the utility. It is also provided that any customer who makes application for service and requests multiple connections must agree to multiple minimum billing (see subsequent definitions) and be responsible for payment of the entire bill. Second - "Master Metering" will be allowed in the case of a High Rise building, and if such a building is residential, the multiple minimum billing will be placed in effect. If the High Rise building is a commercial building, it will be billed at the regular rate. The contractor or person making application for service will be responsible for the entire bill for the premises being served.

Existing "Master Metering" on accounts currently being billed and served in this manner will continue to be allowed to the person who made original application. However, when that person terminates service, the following owner or occupant must apply for separate metered service where practical to each individual premises (place of residence, business, etc.). All tap fees, deposits and other fees necessary to make individual metered service must be paid for by the appropriate applicant.

DEFINITIONS

1. Tariffs - water rate schedules
2. Residential Premises - an individual place of residence occupied as an individual or family residence.
3. Master Metering - means collective metering of water service of more than one premises on one meter.

EFFECTIVE: OCTOBER 6, 1981

ORIGINAL SHEET NO. 14.2

Definitions (Continued)

4. High Rise - means a building with three or more floors.
5. Hotels and Motels are considered commercial accounts.
6. A house trailer (single occupancy) is considered a separate premises as is each apartment of a duplex, triplex or multiple apartment house.
7. Two or more individually operated businesses under the same roof are considered separate businesses unless owned and operated by the same company or individuals.
8. Multiple Minimum Billing - where more than one premises is served by the same meter, the monthly metered consumption will be divided by the number of units served and that amount of consumption will be applied to the residential rate table. The bill thus calculated for that consumption will be multiplied by the number of units served to determine the monthly bill.
9. The Company will determine the size of customer's service lines and meters.

WATER MAIN EXTENSION POLICY & PROCEDURES

THE PEOPLES WATER SERVICE COMPANY

ORIGINAL SHEET NO. 14.3

RULE NO. 28

REVISED: September 1, 1981

Water main extensions to service new customers will be made by the Company into all parts of the Service Area of the Company under the following terms and conditions:

1. Upon application or request of a customer/developer for the Company to investigate a water main extension, the Company will require from the developer, two copies of a recorded Surveyor's or Engineer's plat of the area to be served.
2. The Company will choose the route of the proposed water main and determine lengths and sizes of mains to be constructed.
3. Water made available to customers through extensions of the water distribution system of the Company will not be re-sold or shared by those customers, their successors or assigns without written contractual consent of the Company.
4. The following criteria will be followed to determine the design (size and length) of all water mains which are to be constructed. These criteria will also be used to design all water mains which will serve subdivisions or developments of 3 or more lots.
  - a. The point of beginning of the water main extension will be that nearest point on the existing distribution system where a flow of 500 GPM is available.
  - b. Water demand of existing customers to be served by a new extension for domestic consumption and fire protection or industrial consumption.
  - c. PLUS water demand of projected consumer growth in the area covered by the new water main extension.
  - d. A water flow within 500 feet of the furthest end of the extension equal to a minimum of 500 GPM @ 20 lbs. residual plus 2 GPM X number of total domestic customers plus estimated demand of Industrial and Commercial customers expected to be served.
 

i.e.:	500	=	GPM @ 20 psi
Plus	2	=	GPM x No. Domestic Customers.
Plus	Gallons	=	Estimated Commercial Demand
Plus	Gallons	=	Estimated Industrial Demand
- e. Pipe Size Design = Total Gallons = Total Required Flow at 20 psi
- e. Should an industrial or commercial prospect require more flow for fire protection than the 500 GPM above, then that flow amount will be substituted in all calculations.
- f. Pipe flow capacities will be based on the Hazen-Williams formula (or slide rule) with adjustment for coefficient based on roughness and type of pipe material. Where actual flows can be determined, projected flows in the development can be made.
- g. A water flow of the above amount should be available within 500 feet to every existing customer and every projected customer in the area being developed and covered by the water main extension.
- h. Exception to this design is allowed where water mains are extended to serve one owner single dwellings and single small commercial customers. This exception is allowed provided item "e." above is met.
- i. Further exception may be allowed in design if it is certain that an extension will serve rural domestic customers that are predominately represented by already existing structures. Pipe size design will be determined by the number of customers to be served x 5 GPM.

EFFECTIVE: OCTOBER 6, 1981

5. Once pipe size design and route are chosen, an estimate of the total cost of the project will be prepared by the Company. The estimate will include:
- a. Materials Cost
    - (1) Freight & Handling
    - (2) Sales Tax
  - b. Labor Cost to include
    - (1) Total Hours at current rates
    - (2) Labor Additive - current rate
  - c. Safety Equipment (Barricades, etc.)
  - d. Equipment - Trucks, Auto, Backhoe, Pumps, etc.
    - (1) Charge by Hourly Cost
    - (2) Include Fuel Cost Factor
  - e. Right-of-Way Expense/Legal Cost
  - f. Overhead & Supervision - 20%
  - g. Contingencies 5% - 10%
  - h. CIAC - Current Rate

2/91

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER MAIN EXTENSION POLICY  
AND PROCEDURES

RE: PROJECT FILE CHECKLIST

The Peoples Water Service Company (PWS Co.) has received your letter requesting information concerning a water service construction project and/or main extension in our service area. This letter will serve as a guide for preliminary items requiring completion before construction can begin. It is recommended that all parties who are participating in this project, should date and initial each general item when completed in the space provided.

Also enclosed is a copy of our Minimum Construction Requirements and Specifications for Projects and Main Extensions. This document lists the basic requirements that must be followed. Please review this document and return a signed copy acknowledging that you are aware of these requirements.

The following list of preliminary requirements is given in the sequence in which each should occur:

- |                             |                                                     |
|-----------------------------|-----------------------------------------------------|
| <u>                    </u> | 1. <u>Drawings</u> - Three (3) sets of plats and/or |
| <u>                    </u> | floor plans of proposed facilities provided         |
| <u>                    </u> | by property owner/developer to PWS Co. by a         |
|                             | registered surveyor, engineer or architect          |
|                             | including "Legal Descriptions" of all               |
|                             | properties involved. These are for fixture          |
|                             | counts, and proper sizing of mains and              |
|                             | services, etc.                                      |
| <u>                    </u> | 2. <u>Cost Estimate</u> - PWS Co. will provide an   |
| <u>                    </u> | estimate of total cost of a project based on        |
|                             | materials, equipment, labor, applicable             |
|                             | taxes, and overhead. This estimate will             |
|                             | include other cost considerations such as           |
|                             | fire flow and cross-connection control              |
|                             | requirements. PWS Co. will also provide an          |
|                             | estimate of the applicable CIAC tax using           |
|                             | the gross-up method.                                |
| <u>                    </u> | 3. <u>Health Dept. Approval</u> - a "Main Extension |
| <u>                    </u> | Project Report" must be submitted to the            |
|                             | Regional Engineer and approved by him BEFORE        |
|                             | construction begins.                                |

Project File Checklist

Page 2

- \_\_\_\_\_ 4. Right-Of-Way Agreements - these must be  
\_\_\_\_\_ recorded on PWS Co.'s "Right of Way Permit"  
forms by ALL property owners on whose  
property the requested mains are to be laid  
BEFORE construction begins.
- \_\_\_\_\_ 5. Applications For Service - must be signed by  
\_\_\_\_\_ the owner/developer of the property or an  
authorized representative in person in the PWS  
Co. office. These are NOT TO BE MAILED.
- \_\_\_\_\_ 6. Fees Paid - ALL costs of construction as  
\_\_\_\_\_ determined by Item #2 above plus tap fees and  
deposits for services, hydrant fees, CIAC  
taxes and other applicable fees must be paid  
BEFORE any construction can begin or  
assignments accepted.
- \_\_\_\_\_ 7. Fire Sprinkler System Agreements - (If  
\_\_\_\_\_ required) signed by owner of building.  
Same as Item #6 above.

These are considered minimal routine procedures to be completed before any project is undertaken within our water system. Material specifications as well as construction standards must conform to PWS Co.'s standards, AWWA standards and regional health and environmental agency requirements which may vary according to the particular project requested.

If we can be of further help in any way, please feel free to notify our office at \_\_\_\_\_ during normal business hours.

Sincerely,

THE PEOPLES WATER SERVICE COMPANY

enclosure

2/91

THE PEOPLES WATER SERVICE COMPANY  
WATER MAIN EXTENSION POLICY & PROCEDURES  
MINIMUM CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS  
FOR PROJECTS AND MAIN EXTENSIONS

This document is to serve as a guideline for all building projects and main extensions. The Peoples Water Service Co. reserves the right to inspect and specify any and all aspects of projects and main extensions. Below are some examples of what is expected. PWS Co. will make reasonable effort to inform the owner/developer of any other requirements or specifications. Ultimately, PWS Co. has the final decision on any issue relating to the water system.

1. For purposes of any plans, PWS Co. means The Peoples Water Service Company or The Peoples Water Service Company of Louisiana, Inc.
2. For purposes of any plans, ROW means Right-of-Way.
3. PWS Co. will choose the route of all proposed water mains and determine lengths and sizes of mains to be constructed.
4. Individual water meters will be required for each individual residence or place of business.
5. The size of the required service to supply each individual residence or place of business will be determined by PWS Co.
6. PWS Co. will require a recorded private ROW from the owner(s) of the property using a PWS Co.'s ROW agreement. This ROW will be fifteen (15) feet in width in order to accommodate maintenance equipment.
7. All services (meters) and water mains must be within the fifteen foot ROW.
8. A horizontal separation of at least six (6) feet in Louisiana and ten (10) feet in Florida for all parallel mains is required. When water and sewer mains cross, they must have a vertical separation of at least eighteen (18) inches measured from the bottom edge of the water main to the top edge of the sewer main. Water mains must be above sewer mains.
9. "Back filling" material must be free of any rocks, debris, or sharp objects. The bottom of all ditches for the laying of mains must also be free of any rocks, debris, or sharp objects.
10. No water line construction will begin until final grades are established and dirt work is completed.

PWS Co. Minimum Construction Requirements

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11. No driveways, parking, or walkway paving will be started prior to the installation of any water mains.
12. All water mains will be ASTM D1784, 160 psi test, SDR-26 PVC pipe with rubber gaskets and integral bell. C-900, Class 150 PVC pipe with rubber gaskets and integral bell may be specified by PWS Co. for certain situations. PWS Co. reserves the right to require that road crossings be cased with steel pipe at least two (2) inches larger in nominal diameter than the bell end of the PVC water main.
13. A location line of at least 12 gauge copper wire will be buried twelve inches (12") above all mains.
14. All brands, types, and models of valves will be specified by PWS Co. management.
15. All fire hydrants will be either Mueller A-423 "Centurion" hydrants with PWS Co.'s specifications or other models approved by PWS Co.
16. Fire hydrants shall not be installed on water mains less than six (6) inches in nominal diameter. Fire hydrants shall not be installed on water mains fed by mains less than six (6) inches in nominal diameter.
17. For fire sprinkler system service lines, PWS Co.'s ownership will end at the six (6) inch or larger control valve at the water main. It should be noted that the disinfection of the sprinkler system service line may be required by the health department and will not be performed by PWS Co.
18. Protection against back flow by a Watts Model 709 DDC (or equal) is required for fire sprinkler systems at the fire service entrance to the building. When any freeze protection is included in the fire sprinkler system (anti-freeze loops, Foamite, etc.), a Watts 909 DDC (or equal) is required at the fire service entrance to the building.
19. Requirement of back flow prevention devices for any service will be at the discretion of PWS Co.
20. Contribution In Aid of Construction (CIAC) Tax is to be paid by the owner/developer to PWS Co. The amount of tax will be calculated by PWS Co.

PWS Co. Minimum Construction Requirements

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21. Other requirements and/or specifications may be required by PWS Co. Requirements by Federal, State, local, and A.W.W.A. standards will be followed.
22. All taps will be made by PWS Co. Making any unauthorized taps will result in a \$5,000 penalty and a possible delay of service. Also, the owner/developer is liable for any damages to PWS Co.
23. The owner/developer must obtain the final bacteriological approval of the project by the local health and/or environmental agency. The disinfection of the water mains will be performed by PWS Co.
24. All connections to PWS Co.'s distribution system up to and including the meter box and its immediate environs must be assigned by the owner/developer to PWS Co.
25. These requirements and specifications may be amended by PWS Co. in the future.

I have read and understand the above.

Owner/Developer:

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

The Peoples Water Service Company:

By \_\_\_\_\_

Title \_\_\_\_\_

Location \_\_\_\_\_

Date \_\_\_\_\_

NAME \_\_\_\_\_

RULE NO. 29

SPRINKLER NO \_\_\_\_\_ SIZE \_\_\_\_\_

ADOPTED 12-15-85

THE PEOPLES WATER SERVICE COMPANY

AMENDED 12-09-86

AMENDED 11-16-88

### FIRE SPRINKLER SYSTEMS POLICY

The purpose of these rules is to establish a proper and safe method for the inter-connection of customer owned Fire Sprinkler Systems to the water distribution system of The Peoples Water Service Company. It is recognized that fire sprinkler systems offer a substantial threat to the water system as a source of cross connection contamination from the customer's side of the sprinkler service back into the potable water supply. In order to reduce this threat, these rules are adopted.

It is required that all new applicants for fire sprinkler system service abide by these rules. Existing fire sprinkler systems (existing as of date of adoption of these rules) will be allowed to continue service as is to the current owner and rules will apply where applicable. However, if service is terminated to that owner, the new applicant will have to comply to these rules as an applicant for Fire Sprinkler System service. Also any customer making changes to his fire sprinkler system is required to comply with these same rules and any subsequent changes thereto.

- I. In order to obtain FIRE SPRINKLER SYSTEM service, the applicant must come by the office of the Water Company and make application for service and PAY ALL TAPPING FEES, TURN-ON FEES AND DEPOSITS THAT ARE REQUIRED.

In all cases, the APPLICANT shall be considered to be the owner of the property (building) as shown on the official tax records of the state and local taxing authorities. Applications for service SHALL BE TAKEN ONLY FROM THE OWNER and never from the tenant or other party.

- II. The applicant will furnish the Water Company in advance of construction two (2) copies of the following documents:

- A. A plot plan of the building utilizing the proposed system.
- B. A plan sheet and a schematic of the proposed Fire Sprinkler System within the proposed building.
- C. A schematic of the entrance piping together with valves, alarms and other appurtenances.
- D. A record of the sprinkler system contractor's name, office address and phone number together with the job foreman's name and phone number.

- III. The following mechanical requirements will be met.

- A. All piping between the Water Company water main and the applicant's main shut-off valve will meet current AWWA standards for class 150 potable AC or cast iron water pipe or current AWWA standard C-900 class 150 for potable PVC water pipe, i.e. all piping pressurized by the Water Company main will meet the above requirement.
- B. The Water Company will size and provide a proper water main tap for the cost of the tapping fee at a location at the property line of the Water Company's choosing. A main control valve will be installed at the tap and will be the last point of facilities ownership of the Water Company. This valve is and will remain the property of the Water Company. All materials and appurtenances, pits or vaults past the main control valve will be furnished, installed and maintained by the applicant.

C. (1) Systems without chemical additives - Non-Health Hazzard:

A Double Detector Check Assembly will be used past the Water Company control valve as a backflow prevention device as long as anti-freeze loops are NOT used within the sprinkler piping. Installation of the Double Detector Check Assembly is recommended to be above ground either within the heated environment of the facility being served or in a fiberglass lift-away structure with an insulating value of not less than R-6.4 and approved by the Water Company. Pit/Vault installations are not recommended but may be approved by the Water Company when plans are made available to the Water Company for approval prior to construction.

(2) Systems with Chemical Additives - Health Hazzard:

A Reduced Pressure Detector Check Assembly will be used when Anti-Freeze loops, "Foamite" or anti-corrosion chemicals are used anywhere within the sprinkler system piping and also requires proper drainage for the discharge of the relief valve assembly. A Reduced Pressure Detector Check Assembly cannot be installed in the vertical position or a Pit/Vault; however, it may be housed in a fiberglass lift-away structure with an insulating value of not less than R-6.4 and approved by the Water Company.

- (3) In all cases, the minimum working clearance around the device will be 12" plus three times the pipe diameter and installed no higher than 30" from floor level in a horizontal position unless otherwise approved by the Water Company. Where a vertical installation for a Double Detector Check Assembly has been approved by the Water Company, the inlet shut-off valve of the assembly must be no higher than 12" from floor level and the outlet shut-off valve no higher than 72" from floor level; otherwise, a horizontal installation is required.

## IV. Following the completing of construction of the Fire Sprinkler System the following requirements must be met.

## A. With a Water Company representative present, the following procedures will be completed in order:

- (1) The new fire sprinkler system piping will be adequately flushed then immediately shut off at the Water Company's main control valve.
- (2) The new fire sprinkler system piping will then be chlorinated by filling the piping system with super chlorinated water at 100 ppm chlorine and holding for twenty-four (24) hours. The chlorine level must be checked after the twenty-four hours. If the ppm has dropped below 50 ppm, it must be re-chlorinated, i.e. 50 ppm must be maintained for twenty-four hours. The system will then be flushed again and shut off at the Water Company's main control valve.
- ( ) The Applicant will contact the appropriate state health agency and request that a bacteriological health sample be collected.
- ( ) If the sample is reported good and in writing to the Water Company by the Health Department, then the sprinkler system can be turned on by a Water Company representative with an Applicant representative present and requesting that service be turned on at the main control valve.

- (5) If the Health Department sample is reported as "positive for coliform", "TNTC" or "confluent" then the above procedures (1) through (4) must be repeated.
  - (6) During or immediately following the chlorination procedure, a pressure test of the water lines from the Water Company's main control valve to the fire sprinkler system shut off valve must be made. This is done by filling the pipes with water and holding a pressure of two (2) times the static water system pressure or a minimum of one hundred and fifty pounds (150 lbs.) for twenty-four hours.
- V. After the fire sprinkler system is turned on for operation, the following rules will apply:
- A. Any mechanical changes made to the original fire sprinkler system must be approved in advance of changes.
  - B. All completed changes must be inspected and approved by Water Company representatives before being placed in service.
  - C. All changes will be treated as a new fire sprinkler system and will be subject to conditions in Section IV. (1) through (4) above.
  - D. The Water Company will reserve the right to inspect all portions of the fire sprinkler system at any time (these systems are on duty 24 hours a day and are subject to failure at any time).
  - E. No water will be consumed or used in anyway from a fire sprinkler system except to test the system.
  - F. Any mechanical malfunctions or operational corrections noted during annual or other routine Water Company inspections will be given to the Applicant in writing and must be corrected by him within fifteen (15) days.
- VI. Upon termination of Sprinkler Service, the owner will notify the Water Company in writing of the date service is to be terminated. The Water Company will then notify the owner by certified mail - return receipt that service has been terminated effective on a specific date. Copies of this letter should be sent to the local Fire Chief, State Insurance Underwriter, Home Office of THE PEOPLES WATER SERVICE COMPANY.

### DEFINITIONS

- Fire Sprinkler System - the pipes, valves, tees, ells, sprinkler heads and appurtenances that comprise the mechanical construction that provide fire protection for a given building.
- Applicant - owner of the Fire Sprinkler System which will be connected to the water main distribution system of The Peoples Water Service Company.
- Water Company - shall mean The Peoples Water Service Company.
- AWWA - The American Water Works Association, Denver, Colorado.
- Contractor - the person(s), firm(s), or corporation(s) that install the fire sprinkler system and all of its components.
- Water Main - the water distribution system of the Water Company - its pipes valves and all other appurtenances.
- Tapping Fee - a dollar fee paid to the Water Company to install a particular size opening in a water main.
- Turn-On Fee - a dollar fee paid to the Water Company for service to be turned on at a particular address and placed on the accounting books of The Water Company.
- Deposit - a dollar fee paid to the Water Company as surety payment for the final water bill for service.
- Lift-Away Freeze Protection Structure - a fiberglass moulded structure constructed in such a manner as to provide protection from the weather and be able to be lifted away from the backflow device to afford room for maintenance of the device. It must be constructed in such a way as to provide an insulating value of at least R-6.4 and must have a 4" bottom flange for fastening to a ringwall foundation. It must have a closable vent and all hardware must be corrosion resistant stainless steel. The size of the structure will be determined by the size of the backflow device and related piping but should allow for clearance around the device of at least 12" plus three times the pipe diameter.
- Pit/Vault - a properly constructed concrete or modular concrete structure of adequate size to contain the piping and valving of a particular service installation including a steel hinged cover, venting and a concrete bottom with proper drainage to insure a dry pit/vault. Drain outlets shall be piped full size directly to the outside of the vault terminating in a downward direction at a point not less than 12" above grade. An opening shall be provided in the vault wall at 1/2 the distance between the drain outlet piping. Clearance of 12" plus three times the diameter of the device on all sides shall be provided for testing and maintenance. In any case, vaults shall be so constructed and equipped with positive drain openings as to prevent any part of the device from being submerged.
- Double Detector Check Assembly - for 4", 6", 8" & 10" installations, a Watts Model No. 709 DDC or a utility approved equal must be used. The device will include an inlet and outlet main control valve, two factory mated internally spring loaded check valves on the main line with four main test cocks. This part of the device will have 3/4" or larger by-pass with an inlet and outlet control valve with two factory mated internally

spring loaded check valves with four by-pass test cocks and a 3/4" or larger Badger Meter with gallons register.

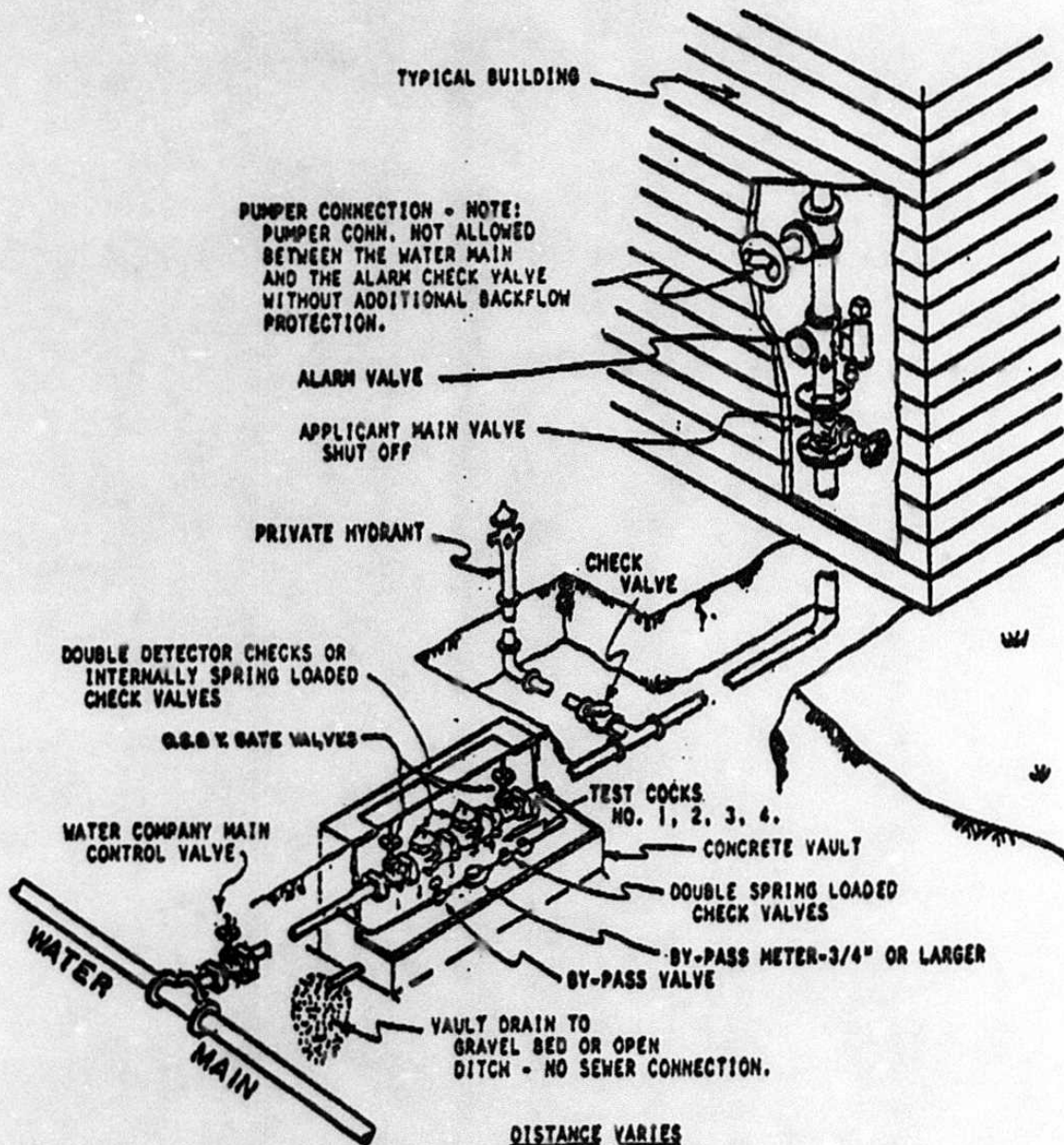
Reduced Pressure Detector Check Assembly - for 4", 6", 8" & 10" installations, a Watts Model 909 DDC or a Water Utility Company approved equal must be used for protection of the water supply when anti-freeze loops or any other chemicals are used in the sprinkler piping system. The device will include an inlet and outlet main control valve, a pressure relief valve factory mated between two internally spring loaded check valves with four main line test cocks. This part of the device will have a 3/4" or larger by-pass with an inlet and outlet control valve, a pressure relief valve located between two factory mated internally spring loaded check valves with four main line test cocks and a 3/4" or larger Badger Meter with gallons register.

Applicant Main Valve Shut Off Valve - that cut off valve belonging to the applicant located at the entrance piping of the building that allows the interior sprinkler system of the building to be shut off. This valve is typically adjacent to the drain valve and alarm device.

Water Company Main Control Valve - that valve installed by the Water Company at the tap on the water main. This valve is generally located at the street right-of-way and property line of the facility being served.

Tariffs - water rate schedules.

TYPICAL FIRE SPRINKLER SYSTEM  
INSTALLATION  
FOR  
DOUBLE DETECTOR CHECK ASSEMBLY



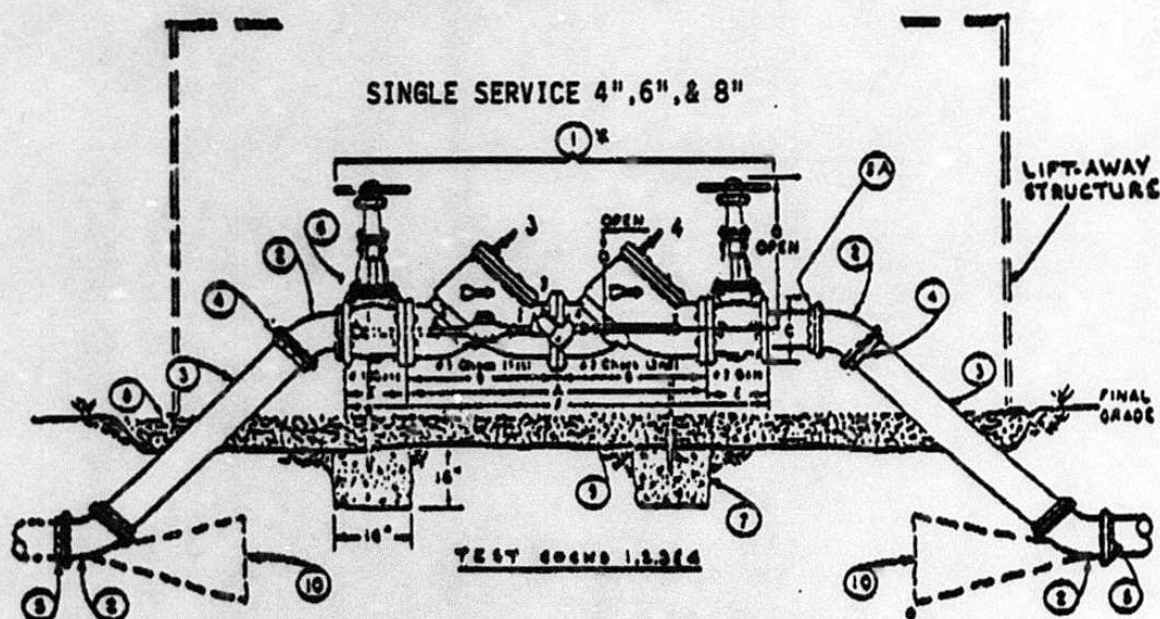
## REDUCED PRESSURE DETECTOR CHECK ASSEMBLY

WATTS 909DDC OR EQUAL

OR

## DOUBLE DETECTOR CHECK ASSEMBLY

WATTS 709DDC OR EQUAL



M A T E R I A L S		
ITEM	QUANT.	D E S C R I P T I O N
1	1	6", 8" 4" VALVE, DOUBLE CHECK ASSEMBLY
2	4	6", 8" 4" BEND-45° F-P
3	2	6", 8" 4" ADAPTER, C.I. (78" LONG) F-P
3A	1	6", 8" 4" ADAPTER, C.I. (26" LONG) F-P (OPT.)
4	3	6", 8" 4" ADAPTER, FLANGE, O.I.P.
5	2	6", 8" 4" ADAPTER, FLANGE, P.V.C. (DR-18)
6	2	6", 8" 4" VALVE, GATE, C.I., F-P
7	1 or 2	3" IRON PIPE/CONCRETE FOUNDATION
8	4	PEA GRAVEL
9	8	PLASTIC LINER
10	2	REACTION BLOCK

DIMENSIONS (Inches)											
SIZE	A	B	C	D	E	F	G	H	I	J	WEIGHT (LBS)
4"	24	12	17 1/2	8	8	24	18 1/2	8	16	16	178
6"	36	18	26	12	12	36	27 1/2	12	24	24	363
8"	48	24	34	16	16	48	36 1/2	16	32	32	787
10"	60	30	42	20	20	60	45 1/2	20	40	40	1367
12"	72	36	50	24	24	72	54 1/2	24	48	48	2071

\* PM approved bottom brackets must include PM approved OS&amp;V gate valves.

NOTE\* °Fiberglass lift-away structure must cover assembly and must equal protection of R-6.4 for freeze protection.

°Field adjust and cut item 3 to the proper length.

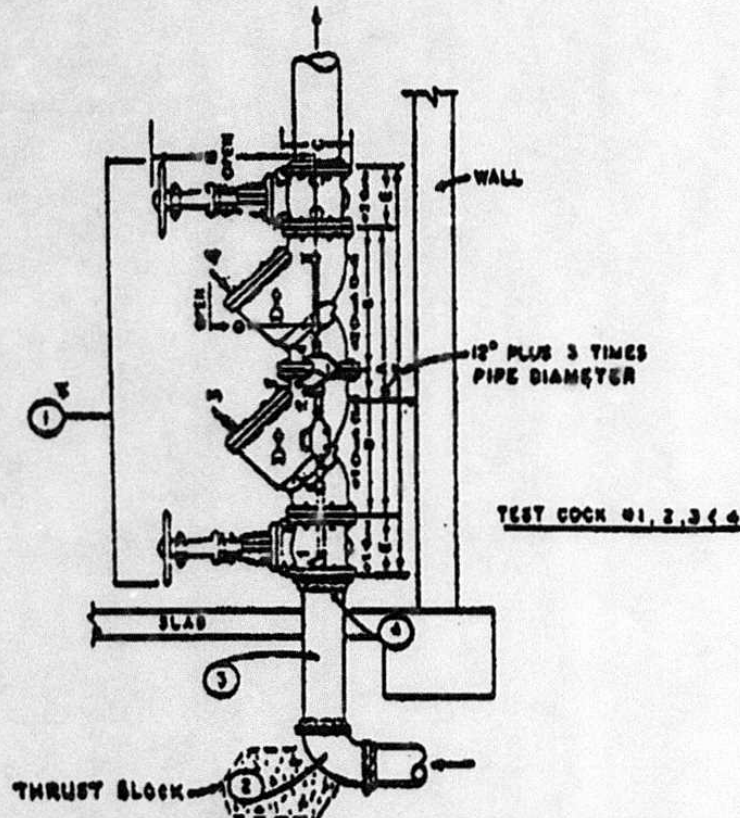
°Do NOT interchange items 4 & 5.

°\* Assembly must include inlet & outlet control valves, 2 mated main check valves, 4 main test cocks with a 3/4" or larger by-pass with 2 control valves, 2 mated check valves and 4 by-pass test cocks. Assembly may be WATTS 709DDC/909DDC or equal. By-pass will include a 3/4" or larger BADGER meter with gallons register.

**DOUBLE DETECTOR CHECK ASSEMBLY  
WATTS 709DDC OR EQUAL  
VERTICAL INSTALLATION**

ORIGINAL SHEET NO. 14.17  
RULE NO. 29

**SINGLE SERVICE 4", 6", 8"**



M A T E R I A L S			
ITEM	QUANT.	DESCRIPTION	
1	1	DOUBLE CHECK VALVE ASSEMBLY	
2	1	SCH 90° FLANGE-FLANGE	
3	2	PIPE, DUCTILE IRON	
4	1	ADAPTER, FLANGE, D.I.P.	

DIMENSIONS (inches)									
SIZE	A	B	C	D	E	F	G	H	I
4"	12	12	12	12	12	12	12	12	12
6"	18	18	18	18	18	18	18	18	18
8"	24	24	24	24	24	24	24	24	24

\* FM approved ball flow preventers must include FM approved O&V gate valves.

- NOTE\***
- °Minimum clearance around device = 12" + 3 times pipe diameter.
  - °This type of construction is designed for limited working area.(Fire Sprinkler Systems)
  - °Installation must be made in HEATED STRUCTURE ONLY.
  - °Assembly must include inlet & outlet main control valves, 2 mated main check valves, 4 main test cocks with a 3/4" or larger by-pass with 2 control valves, 2 mated check valves and 4 by-pass test cocks. Assembly may be WATTS 709DDC or equal. By-pass will include a 3/4" or larger BADGER meter with gallons register.

**Acknowledgement:**

I (we), the undersigned applicant (owner) acknowledge receipt of a copy of the above "Rules for Installation and Operation of Fire Sprinkler Systems". By signature here-on, I (we) agree to comply with these rules.

Plant \_\_\_\_\_

THE PEOPLES WATER SERVICE CO.

By: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Applicant(owner) \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Applicant Address \_\_\_\_\_

Phone number \_\_\_\_\_

Facilities Address \_\_\_\_\_

Phone number \_\_\_\_\_

Size Sprinkler  
Connection \_\_\_\_\_

Sprinkler No. \_\_\_\_\_

Acknowledgement:

I (we), the undersigned applicant (owner) acknowledge receipt of a copy of the above "Rules for Installation and Operation of Fire Sprinkler Systems". By signature here-on, I (we) agree to comply with these rules.

Applicant(owner) \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Plant \_\_\_\_\_

Applicant Address \_\_\_\_\_

THE PEOPLES WATER SERVICE CO.

By: \_\_\_\_\_

Phone number \_\_\_\_\_

Title \_\_\_\_\_

Facilities Address \_\_\_\_\_

Date: \_\_\_\_\_

Phone number \_\_\_\_\_

Size Sprinkler  
Connection \_\_\_\_\_

**CROSS CONNECTION CONTROL PROGRAM**

The Peoples Water Service Company in its operation of a potable community water supply system, is required to insure protection of public health through the provision of minimum requirements and standards for design, construction, operation and maintenance of the community water supply system.

In the operation and maintenance of the community water and supply system, it is essential that cross connections which create or have the potential to create an imminent and substantial danger to public health be physically eliminated from both the distribution system and plumbing system of buildings which take service from the community water supply system.

Backflow or back siphonage may result in the potable water system becoming a transmitter of disease, toxic materials, and other hazardous liquids. Thus, it has been determined that it is necessary to establish and maintain a cross connection control program to protect the health of water consumers by the control of actual and/or potential cross connections through methods of containment and/or isolation.

**PURPOSE**

The purpose of this program is:

To protect the public potable water supply of The Peoples Water Service Company from the possibility of contamination or pollution by isolating within its customers' internal distribution system(s) or its customers' private water system(s) such contaminants or pollutants which could backflow or back siphon into the public water supply system; and

To promote the elimination or control of existing cross connections, actual or potential, between its customers' in plant potable water system(s) and non potable water system(s), plumbing fixtures and industrial piping systems; and

To provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent the contamination or pollution of all potable water systems.

**AUTHORITY**

"Florida Safe Drinking Water Act" sections 403.850 - 403.864 F.S.

Florida Administrative Code, Chapter 17-22.107, Part Four (4), Subpart b: "Control program and required action after detection - Community water systems are required to establish a routine cross connection control program for the purpose of detecting and preventing cross connections that create or have the potential to create an imminent and substantial danger to public health by and from contamination due to cross connection. Upon detection of a prohibited cross connection, both community and non-community water systems shall either eliminate the cross connection by installation of an appropriate backflow prevention device acceptable to the Department or discontinue service until the contaminant source is eliminated. Such programs shall be developed utilizing accepted practices of The American Water Works Association guidelines as set forth in AWWA manuals m14, "Backflow Prevention and Cross Connection Control", and "Cross Connection and Backflow Prevention", 2nd Edition."

Note: F.A.C. Chapter 17-22 was formerly 10D-4

## **RESPONSIBILITY**

The Peoples Water Service Company is responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow or back siphonage of contaminants or pollutants through the water service connection. If, in the judgement of the Company, an approved backflow prevention device is required at the water service connection of any customer's premises, for the safety of the public water system, the Company shall give notice in writing to said customer that an approved backflow prevention device shall be installed in agreement with specifications as provided by the Company and under the supervision of the Company, at a location designated by the Company.

Compliance testing after initial installation of backflow prevention devices shall be performed by the Company and billed to the customer as authorized by the regulatory agency.

The Company will test backflow prevention devices that are privately owned and were installed prior to the establishment of this program. The Company will make efforts to ensure that a sufficient device is in place and operating properly. The cost of this service will be billed to the customer.

### DEFINITIONS

Company - The Peoples Water Service Company

Cross Connection - any physical arrangement whereby a public water supply system is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage, or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply system as a result of backflow or back siphonage. Bypass arrangements, jumper connections, removable sections, swivel or change over devices, and other temporary or permanent devices through which or because of which, backflow or back siphonage could occur are considered to be cross connections.

Public Water Supply - any system or water supply intended or used for human consumption or other domestic use, including source, treatment, storage, where water is furnished to any community, collection or number of individuals, or is made available to the public for human consumption or domestic use, but excluding supplies serving one single family residence.

**Auxiliary Water Supply** - any water supply on or available to the premises other than the purveyor's approved public potable water supply. These auxiliary water supplies may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or "used waters" or "industrial fluids". These waters may be polluted or contaminated or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

**Backflow** - the flow of water or other liquids, mixtures, or substances into the distributing pipes of a potable supply of water from any source or sources other than its intended source.

**Back Pressure** - backflow caused by a pump, elevated tank, boiler, or other means that could create pressure greater than the supply pressure.

**Back Siphonage** - backflow due to a negative or sub-atmospheric pressure within a water system.

**Backflow Prevention Device** - a device to counteract back pressure or prevent back siphonage.

**Air Gap Separation** - an unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to tank plumbing fixture, or other device, and the flood rim of the receptacle, and shall be at least double the diameter of the supply pipe measured vertically above the flood level rim of the vessel. In no case shall the gap be less than one inch.

Double Check Valve Assembly - an assembly composed of two single, independently acting check valves, including tightly closing shutoff valves located at each end of the assembly and suitable connections for testing the water tightness of each check valve.

Reduced Pressure Principle Backflow Prevention Device - a device incorporating two or more check valves and an automatically operating differential relief valve located between the two checks, two shutoff valves and equipped with necessary Appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves less than the pressure on the public water side of the device. At cessation of normal flow, the pressure between the check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve shall operate to maintain this reduced pressure by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere thereby providing an air gap in the device.

Atmospheric Vacuum Breaker - a backflow prevention device which is operated by atmospheric pressure in combination with the force of gravity. The unit is designed to work on a vertical plane only. The moving part consists of a poppet valve which must be carefully sized to slide in a guided chamber and effectively shut off the reverse flow of water when a negative pressure exists.

Pressure Vacuum Breaker - is similar to an atmospheric vacuum

breaker except that the checking unit poppet valve is activated by a spring. This type of vacuum breaker does not require a negative pressure to react and can be used on the pressure side of a valve.

Containment - a method of controlling potential and/or confirmed cross connections by installation of double check assemblies and reduced pressure principle backflow prevention devices.

Isolation - a method of controlling potential and/or confirmed cross connections by installation of air gap separations and vacuum breakers.

Health Hazard - any conditions, devices, or practices in any water supply system and its operation which creates or may create a danger to the health and well-being of the water consumer.

## **POLICY**

Premises having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional source by The Peoples Water Service Company, the public water supply shall be protected against backflow from the premises by installation of an approved air gap separation or an approved reduced pressure principle backflow prevention device.

Premises where there is water or substances that would be objectionable but not hazardous to health, if introduced into the public water system, the public water system shall be protected by an approved air gap separation or an approved double check valve assembly. Yard sprinkler systems will require an approved vacuum breaker.

Premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved reduced pressure principle backflow prevention device. Examples of premises where these conditions have been found to exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries, and plating plants.

Premises where there are uncontrolled cross connections, either actual or potential, the public water system shall be protected by an approved air gap separation or an approved reduced pressure principle backflow prevention device.

Premises where because of security requirements or other prohibitions or restrictions makes it impossible or impractical to make a complete in-plant cross connection survey, the public water system shall be protected with an approved air gap separation or an approved reduced pressure principle backflow prevention device.

Premises having internal cross connections that, in the judgement of the Peoples Water Service Company, are not correctable or intricate plumbing arrangements which make it impracticable to determine whether or not cross connection exists, the public water system shall be protected by an approved air gap separation or an approved reduced pressure principle backflow prevention device.

The following tables are presented as guidelines and should not be construed as being final or complete. Each case will be judged by its own merit.

### INSPECTION

The Peoples Water Service Company employees shall conduct routine inspections of customer premises where suspected cross connections or potential cross connections may exist. Customers shall be notified in advance of the inspections and reasons for the inspections. Employees shall report to customer premises promptly at the appointed time. A preliminary survey shall be conducted. Should any portion of the preliminary questionnaire indicate the affirmative (possible health hazard), then a more detailed inspection shall be pursued with completion of the Inspector's Check List. Detection of cross connections are to be reported to the Manager for determination of appropriate backflow prevention device and official written notification to the customer. Refusals by a customer to allow inspections shall be prima facie evidence of the presence of cross connections.

EXISTING FACILITIES - a survey should be made of a consumer's water system in order to determine the degree of health hazard to the public potable water supply system and proper application of backflow prevention devices. Such surveys need not be a detailed inspection of the location or disposition of water lines, but can be confined to establishing the water use on the premises, the existence of cross connection, the availability of auxiliary water supplies, the use or availability of pollutants, contaminants, and other liquids, solid or gaseous substances that may be used industrially for stabilization of water supplies, and other procedures for determining the degree of health hazard.

NEW CONSTRUCTION - where possible, plans should be reviewed prior to construction to determine the degree of health hazard and correct application of backflow prevention devices. If adequate plans and specifications are not available and no realistic evaluation of the proposed water uses can be determined, the consumer, architect, engineer, or other authorized individual should be advised in writing that eventually circumstances may require the installation of maximum backflow protection of the water serving the connection.

### **MAINTENANCE**

Annual testing to backflow prevention devices shall be performed by The Peoples Water Service Company employees during the course of annual inspections. In those cases where the Company deems the health hazard great enough, testing may be required at more frequent intervals. All testing will be performed by the Company.

The customer-user shall be notified in advance when the test of backflow prevention devices are to be undertaken so that he or his representative may witness the test if so desired.

Backflow prevention devices shall be repaired, overhauled, or replaced only by the Company at the expense of the customer-user whenever said devices are found to be defective or at intervals of periodic overhaul and parts replacement as prescribed by the device manufacturer.

**RECORDS**

Proper and appropriate records shall be maintained by the Company of all potential and confirmed cross connections. Installations, tests, and maintenance of backflow prevention devices shall be recorded and secured in an individual file.

### **TRAINING**

A select group of The Peoples Water Service Company employees will receive adequate training in detection of cross connections and/or potential cross connections, design theory and characteristics of backflow prevention devices, selection of appropriate backflow prevention devices with respect to type of health hazard, proper installation procedures, testing procedures for each type of device, and reporting procedures. Training will be provided by use of professional institutions such as the University of Florida's Treeo Center at Gainesville when possible.

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Backflow Devices .....	22.1
Customer Deposits .....	20.0 - 20.2
Fire Protection Service .....	19.0
General Service, GS .....	16.0
Meter Test Deposit .....	21.0
Miscellaneous Service Charges .....	22.0
Multi-Residential Service, MS .....	18.0
Residential Service, RS .....	17.0
Service Availability Fees and Charges .....	23.0

Sherlock S. Gillet, Jr.  
ISSUING OFFICERVice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

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 - Monthly  
RATE - See Original Sheet 4.1

BASE FACILITY CHARGE - N/A

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working 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 - Original Grandfather Application

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

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 -

RATE - Not Applicable

BASE FACILITY -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working 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 - Original Grandfather Application

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

RATE - Not Applicable

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working 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 - Original Grandfather Application

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY - Available throughout the Company's service area where main sizes are adequate to provide service.  
APPLICABILITY - Connections to sprinklers and private hydrants shall only be for fire-fighting purposes.  
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.  
BILLING PERIOD - Monthly  
RATE - N/A      Public Fire Protection -      per hydrant

Sprinklers and Private Fire Protection - See Original Sheet 4.1

BASE FACILITY CHARGE - N/A

TERMS OF PAYMENT - Same as general service

EFFECTIVE DATE -

TYPE OF FILING - Original Grandfather Application

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

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, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be <sup>as shown on Sheet No. 20.2.</sup> ~~the following~~  
~~according to meter size:~~

	<u>Residential</u>	<u>General Service</u>
<del>5/8" x 3/4"</del>	_____	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

-(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account ~~during the month of ----- each year~~ on the deposit's anniversary date.

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 not, in the preceeding 12 months:

(a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),

(b) paid with a check refused by a bank,

(c) been disconnected for non-payment, or

(d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, 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 at the rate of 9% per annun upon the retainment of such deposit.

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

EFFECTIVE DATE -

TYPE OF FILING - Original Grandfather Application

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

THE PEOPLES WATER SERVICE CO  
WARRINGTON, FLORIDA  
DEPOSIT RATES

RESIDENT .....	\$ 40.00
BEAUTY-BARBER SHOP .....	60.00
BUSINESS OFFICE .....	60.00
CAR LOTS .....	125.00
RESTAURANTS .....	300.00
BARS-LOUNGES .....	300.00
SERVICE STATIONS .....	60.00
CAR WASH .....	300.00
LAUNDRY'S .....	300.00
TRAILER PARKS:	
2 - 4 .....	75.00
5 - 10 .....	150.00
11 - 20 .....	300.00
21 OR MORE .....	300.00

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

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.

EFFECTIVE DATE -TYPE OF FILING - Original Grandfather Application

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

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	\$ <u>20.00</u>
Normal Reconnection Fee	\$ <u>20.00</u>
Violation Reconnection Fee	\$ <u>20.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>20.00</u>

EFFECTIVE DATE -TYPE OF FILING - Original Grandfather Application

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

The Company will test and maintain all backflow devices annually. The cost of this testing, maintenance, and/or replacement will be charged on the particular customer's bill. This additional expense will be the Company's actual cost.

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

DESCRIPTION	AMOUNT	REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$ Actual Cost	
1" .....	\$ Actual Cost	
1 1/2" .....	\$ Actual Cost	
2" .....	\$ Actual Cost	
Over 2" .....	Actual Cost [1]	
<u>Customer Connection (Tap-in) Charge</u> See Sheet 4.1		
5/8" x 3/4" metered service .....	\$ 179.00 plus cost of materials	
1" metered service .....	\$ 15.00 plus cost of materials	
1 1/2" metered service .....	\$ 547.00 plus cost of materials	
2" metered service .....	\$ Actual Cost	
Over 2" metered service .....	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
<del>With Prepayment of Service Availability Charges:</del>		
<del>Residential per ERC/month (--- GPD) .....</del>	<del>\$</del>	
<del>All others per gallon/month .....</del>	<del>\$</del>	
<del>Without Prepayment of Service Availability Charges:</del>		
<del>Residential per ERC/month (--- GPD) .....</del>	<del>\$</del>	
<del>All others per gallon/month .....</del>	<del>\$</del>	
<u>Inspection Fee</u> .....	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential per ERC (--- GPD) .....	\$ See Sheet 23.1	
All others per gallon .....	\$	
or		
Residential per lot (--- foot frontage) .....	\$ Construction costs - Actual Costs	
All others per front foot .....	\$ See Sheets 14.1 - 14.19	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	Actual Cost [1]	
<u>Plan Review Charge</u> .....	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) .....	\$	
All others per gallon .....	\$	

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

EFFECTIVE DATE -TYPE OF FILING - Original Grandfather Application

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

**THE PEOPLES WATER SERVICE COMPANY**  
**SERVICE AVAILABILITY POLICY**

THE AUTHORIZED SERVICE AVAILABILITY OR "IMPACT" FEE SHALL BE CHARGED FOR ALL NEW SERVICES. THIS AUTHORIZED FEE IS BASED ON ONE (1) ERC. THUS, THE NUMBER OF ERCs ARE DETERMINED BY THE METER SIZE.

BELOW ARE THE ERC EQUIVALENCY RATES:

<u>METER SIZE</u>	<u>TYPE OF METER</u>	<u>EQUIVALENT FACTOR</u>
5/8"	DISPLACEMENT	1.0
3/4"	DISPLACEMENT	1.5
1"	DISPLACEMENT	2.5
1 1/2"	DISPLACEMENT OR TURBINE	5.0
2"	DISPLACEMENT, COMPOUND OR TURBINE	8.0
3"	DISPLACEMENT	15.0
3"	COMPOUND	16.0
3"	TURBINE	17.5
4"	DISPLACEMENT OR COMPOUND	25.0
4"	TURBINE	30.0
6"	DISPLACEMENT OR COMPOUND	50.0
6"	TURBINE	62.5
8"	COMPOUND	80.0
8"	TURBINE	90.0
10"	COMPOUND	115.0
10"	TURBINE	145.0
12"	TURBINE	215.0

The current impact fee is \$357.00 per ERC.

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION .....	27.0
APPLICATION FOR WATER SERVICE .....	26.0
COPY OF CUSTOMER'S BILL .....	28.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	25.0
HELD FOR FUTURE USE .....	29.0

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY  
WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

THE PEOPLES WATER SERVICE COMPANY  
WARRINGTON, FLORIDA

34103

**CONSUMER'S DEPOSIT RECEIPT**

\$ \_\_\_\_\_ 19 \_\_\_\_\_  
DATE

M \_\_\_\_\_ Residing at

\_\_\_\_\_ Has Deposited

The Sum of \_\_\_\_\_ Dollars as Security For

the payment of final bill for water consumed at above address, or elsewhere, this deposit less any unpaid claims will be refunded upon surrender of this receipt, after due notice has been given for discontinuance of service, keep this receipt.

\_\_\_\_\_  
THE PEOPLES WATER SERVICE COMPANY

(NOT TRANSFERABLE)

By \_\_\_\_\_

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

**APPLICATION FOR SERVICE**  
**THE PEOPLES WATER SERVICE COMPANY**

**CONDITIONS:**

**PLANT** \_\_\_\_\_

I, The undersigned applicant (Also herein called the customer) hereby request to be supplied with water by THE PEOPLES WATER SERVICE COMPANY or THE PEOPLES WATER SERVICE COMPANY OF LA., INC. here-in called the Company, for the purpose and premises shown hereon and none other. I understand that it is required that all water service provided to consumers will be separately metered by individual meters to each separate residential premises. Each separate place of commercial business, and each separate industrial or manufacturing concern. No collective or combined metering of these separate premises or the purpose of circumventing tariffs in force or for any other purposes will be allowed. Each meter will represent a separate account for billing and rate application purposes. I agree to pay monthly at the schedule of rates and fees currently in effect and subject to all changes as ordered by any Regulatory Agency. I herewith agree to pay said rates for a term of not less than six (6) months once service commences at a new tap. I also agree to comply with all rules and regulations of the Company, making them a part of this agreement. I also agree to claim no damage to the Company on the account of the stoppage of the flow of water, low flow or pressure resulting from routine water system operations, accident, or where necessary to make water system alterations, repairs or improvements. I also agree to keep all plumbing and fixtures on my premises in good repair and promptly stop all leaks. I also agree to protect all plumbing, fixtures and appliances with any appurtenance (i. e. filters, valves, backflow preventors, relief valves, etc.) necessary to protect them from damage from any products occurring in the pipes or water as a result of normal and routine treatment operations. I also agree to protect them from damage from stoppage of flow of water, low flow or pressure resulting from routine water system operations, accident or where necessary, to make alterations, repairs or improvements.

**DEPOSIT:** The deposit of \$ \_\_\_\_\_ is advanced to the company by the undersigned applicant to secure the payment of any bills due or which may become due by said applicant and for the safe return of all property belonging to the Company installed in said premises or elsewhere. I also agree to receive from and pay the Company for all such services required on the premises at the below address and all subsequent addresses designated by me to which I may relocate. All said service to be accepted by me in accordance with the applicable Schedule of Rates and Fees and with the Service Regulations of the Company, all of which are a part of this Application for Service. I, as applicant, understand that as long as I occupy or control the premises at the address or addresses below mentioned and require the service specified herein, that I will be liable for all such service rendered at said address or addresses until the Company has received notice from me as the Applicant that I have removed there from and wish to discontinue service thereat. I also understand a current copy of the Schedule of Rates and Fees and Service Regulations of the Company are available to me upon request. I further agree to pay all water bills promptly for the premises subscribed for by me at the office of the Company until I order the water cut off, or give notice to the Company of removal from said premises. For failure to comply with this agreement, or any part thereof, the Company may cut off the water from such premises without notice to me, except in the case of non-payment of bills. For non-payment of bills, the Company will notify the customer of his arrears (past due) bill on the next following bill or on a separate second notice mailed to the customer (at the Company's choice) and cut-off for non-payment will follow after five (5) days. Discontinuance will result regardless of any deposits which may be held by the Company to secure the payment upon final accounting. In the event of illness, infirmity or medical treatment requiring non-discontinuance of water service for non-payment, I will notify the Company in writing of the problem and my inability to meet Company payment policies. Such requests for continuance of service will be considered by the Company on their merit.

Upon discontinuing service, and upon surrender of the deposit receipt, properly endorsed, the above said deposit will be refunded with annual interest at the rate required by law or regulations from date of deposit to date of discontinuance of service, provided said deposit has been maintained for six (6) continuous months and all indebtedness of the Customer to the Company is paid.

The Customer agrees that the Company has no obligation to accept this request if the premises at the above address are not located adjacent to lines of the Company from which the requested service may be readily rendered, and that Company shall be under no obligation to serve Customer at any future address to which Customer may remove if said address is not so located. Customer further agrees that if the Company makes available to Customer the service herein requested, then this request shall become a contract with the Company. Customer further agrees that the Company shall be under no obligation to continue rendering service to Customer without the full amount of the aforesaid deposit being at all times on deposit with the Company to the credit of the Customer.

**TYPE SERVICE:**

1. ☐ Residential, ☐ House, ☐ Apartment, ☐ Trailer  
2. ☐ Commercial, ☐ Store, ☐ House ☐ Bus. Off. ☐ Other \_\_\_\_\_  
3. ☐ Industrial, ☐ Plant, ☐ Other  
4. ☐ Fire Sprinkler ☐ or Hydrant

**RATE:**

- ☐ , Regular ☐ , Optional 2  
☐ , Optional 1 ☐ , Optional 3  
☐ , Private Hydrant  
☐ , Company Hydrant  
☐ , Fire Sprinkler System

(A) APPLICANT'S NAME: \_\_\_\_\_  
PRINT

(B) SERVICE ADDRESS: \_\_\_\_\_

(C) MAILING ADDRESS: \_\_\_\_\_

(D) \_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

- ☐ THE PEOPLES WATER SERVICE COMPANY  
☐ THE PEOPLES WATER SERVICE COMPANY OF LA., INC.

APPROVED BY: \_\_\_\_\_  
(CASHIER - MANAGER)

DATE \_\_\_\_\_

**IDENTIFICATION INFORMATION:**

- (1) Own or Rent \_\_\_\_\_  
(2) Phone Number: (Home) \_\_\_\_\_  
Phone Number: (Work) \_\_\_\_\_  
(3) Last Previous Address: \_\_\_\_\_  
NUMBER & STREET  
(4) Present Employer's Name \_\_\_\_\_  
(5) Present Employer's Address: \_\_\_\_\_  
NUMBER & STREET  
(6) Nearest Relative's Name: \_\_\_\_\_  
(7) Address: \_\_\_\_\_  
(8) Social Security Number: \_\_\_\_\_  
(9) Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY  
WATER TARIFF

APPLICATION FOR WATER SERVICE

Attachment of application for service

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY  
WATER TARIFF

APPLICATION FOR METER INSTALLATION


Not Applicable

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY  
 WATER TARIFF


COPY OF CUSTOMER'S BILL

 <b>THE PEOPLES WATER SERVICE COMPANY</b> P.O. BOX 4815 PENSACOLA, FLA. 32507-0815				
ACCOUNT NO.	SERVICE FROM	SERVICE TO	BILLING DATE	
METER READING				
PREVIOUS	PRESENT	GALLONS USED	AMOUNT	CODE

FIRE PROTECTION		BILL	NET BILL DUE WHEN RENDERED
SPRINKLER SYSTEMS	PRIVATE FIRE HYDRANT		

SEE REVERSE SIDE FOR CODES.  
 TO RECEIVE PROPER CREDIT  
 RETURN THIS STUB WITH PAYMENT

DUE DATE	ACCOUNT NUMBER
BILL	NET BILL DUE WHEN RENDERED



FIRST CLASS MAIL  
 U.S. POSTAGE RATE  
 POST CARD RATE  
 PAID 1 OZ  
 PERMIT NO. 291  
 PRE-SORTED FIRST CLASS

Sherlock S. Gillet, Jr.  
 ISSUING OFFICER

Vice President  
 TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

HELD FOR FUTURE USE

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>
Schedule of Fees and Charges.....	Go to Sheet No. 23.0
Service Availability Policy.....	31.0
Table of Daily Flows.....	32.0

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

WATER TARIFF

SERVICE AVAILABILITY POLICY

When an entity requests water service within our franchise area and providing that service would cost the Company more than \$200.00, this policy becomes effective.

Sheets No.14.1 - 14.19 detail the process.

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

NAME OF COMPANY THE PEOPLES WATER SERVICE COMPANY

## 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

Sherlock S. Gillet, Jr.  
ISSUING OFFICER

Vice President  
TITLE

Exhibit D

Territory Description

Commence at the northwest corner of Fraction Section 8, Township 3 South, Range 31 West, Escambia County, Florida, for the point of beginning: Thence south along the west line of Sections 8, 13, and 19 to the northwest corner of Section 24; thence east along the north line of said Section 24 to the northeast corner of said Section 24; thence south along the east line of Section 24 to the north shore line of Big Lagoon; thence easterly along the north shore line of said Big Lagoon and Pensacola Bay to the east line of Section 17, Township 3 South, Range 31 West; thence north along the said east line of Section 17 to the northeast corner of said Section 17; thence west along the north line of said Section 17 to the Southwest corner of Section 27, Township 3 South, Range 31 West; thence north along the West line of said Section 27 and Section 3, Township 2 South, Range 31 West and a northerly extension thereof to the north shore line of Bayou Grande; thence easterly along the north shore line of said Bayou Grande to the north shore line of Pensacola Bay; thence easterly along the north shore line of said Pensacola Bay and an easterly extension thereof to the center line of Bayou Chico; thence north along the center line of said Bayou Chico to the point that said Bayou Chico branches to the east and west; thence westerly along the center line of the west branch of said Bayou Chico to the east line of Section 56, Township 2 South, Range 30 West; thence southerly along the said east line of Section 56 to the center line of State Road No. 298-B; thence west along the center line of said State Road No. 298-B to the west line of Section 21, Township 2 South, Range 31 West; thence south along the west line of Sections 21 and 34 to the center line of Jones Swamp; thence southwest along the said center line of Jones Swamp (which line is also the southerly line of Sections 31 and 32, Township 2 South, Range 31 West) to the township line that divides Township 2 South and Township 3 South, thence west along the said township line to the said northwest corner of Fraction Section 8 and the point of beginning.

Exhibit F

List of Applicant's Corporate  
Officers and Directors

THE PEOPLES WATER SERVICE COMPANY

Supplement to Application for a Grandfather Certificate

PART I (D) - OFFICERS AND DIRECTORS

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Sherlock S. Gillet	President/Director	409 Washington Ave. Suite 310 Towson, MD 21204
Sherlock S. Gillet, Jr.	First VP/Director	409 Washington Ave. Suite 310 Towson, MD 21204
Charles B. Gillet, Jr.	Vice Pres./Director	409 Washington Ave. Suite 310 Towson, MD 21204
Iva-Louise Gillet	Vice Pres./Director	409 Washington Ave. Suite 310 Towson, MD 21204
Gerald H. Matson	Sec. Treas./Director	409 Washington Ave. Suite 310 Towson, MD 21204
Charles C. Fenwick	Director	409 Washington Ave. Suite 310 Towson, MD 21204
Nicholas Fetsch, Jr.	Director	409 Washington Ave. Suite 310 Towson, MD 21204
Roger D. Redden	Director	409 Washington Ave. Suite 310 Towson, MD 21204

EXHIBIT G

THE PEOPLES WATER SERVICE COMPANY

WELL PERMITS

<u>WELL #</u>	<u>PERMIT #</u>	<u>DATE OF APPROVAL</u>
3	820602	6/7/82
4	830276	11/30/82
5	411	2/15/51
8	P13922-100	1/18/72
9	WC17-152608	8/22/88



The  
PEOPLES

WATER SERVICE COMPANY

409 WASHINGTON AVENUE, SUITE 310, TOWSON, MARYLAND 21204

PHONE: 301/825-3722

FAX: 301/825-0015

March 27, 1992

DEPOSIT TREAS. REC.

DATE

MAR 31 '92

Director, Division of Records and Reporting  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32399-0850

Dear Sir:

Enclosed are the Grandfather Applications, the Water Tariffs and the appropriate filing fee as required.

Since January 1987, the Company has used the gross-up method for Contributions in Aid of Construction (CIAC). We respectfully request that the Commission approve the appropriate Tariff Sheets to continue this policy.

The cost of materials for new services, impact fees and the cost of main extensions or similar projects that are not for public benefit or that increase revenues are the items that are treated with the gross-up method.

The manner in which we gross-up for federal and state income taxes is as follows:

1. The total of the particular project's costs is rounded off to the nearest whole dollar. This amount is designated as "pre-tax CIAC."

2. The pre-tax amount from (Step 1) is divided by 62%, which is the reciprocal of the effective corporate income tax rate of 37%, then rounded off. This is the "grossed-up" CIAC.

CIAC (Step 2)

PEOPLES WATER SERVICE COMPANY  
409 WASHINGTON AVE  
SUITE 310  
TOWSON MD 21204  
410 825-3722

MARYLAND NATIONAL BANK  
BALTIMORE, MARYLAND

7-16  
520

CHECK DATE  
3/27/92

CHECK NO.  
017880

PAY \*\*\*\*\*2250DOLLARS AND 0CENTS

CHECK AMOUNT  
\$ \*\*\*\*\*2,250.00

TO THE  
FLORIDA PUBLIC SER COMM  
DIV WATER & WASTEWATER  
101 E GAINES ST  
TALLAHASSEE

FL 32399-0873

*Handwritten signature: L. H. Madsen*  
*Handwritten signature: L. H. Madsen*

DOCUMENT NUMBER 03162 MAR 31 1992

FPSC-RECORDS/REPORTING

ACK \_\_\_\_\_  
AFA 1 \_\_\_\_\_  
APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMU \_\_\_\_\_  
CTR \_\_\_\_\_  
EAG \_\_\_\_\_  
LEG 1 \_\_\_\_\_  
LIN 6 \_\_\_\_\_  
OPC 1 \_\_\_\_\_  
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SEC 1 \_\_\_\_\_  
WAS 1 \_\_\_\_\_  
OTH \_\_\_\_\_