

WASTEWATER TARIFF

SUMTER WATER COMPANY, INC.

Sumter County

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Exhibit VI

DOCUMENT NUMBER-DATE
06753 JUN 22 8
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

SUMTER WATER COMPANY, INC.

6608 Walton Way
Tampa, Florida 33610

Business Telephone: (800) 533-4335
Emergency Telephone: (904) 344-7085

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

John H. Hotaling
President

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 441-S

COUNTY - Sumter

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date issued</u>	<u>Docket Number</u>	<u>Type</u>
19848	08/22/88	880013-WS	Original Certificate
25012	09/04/91	910586-WU	Certificate Amendment

John H. Hotaling
President

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

THAT PORTION OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 21 EAST KNOWN AS "THE WOODS" SUBDIVISION IN SUMTER COUNTY, FLORIDA:

TOWNSHIP 22 SOUTH, RANGE 21 EAST, SECTION 12

The SW 1/4 of SE 1/4 of NE 1/4; the 660 South feet of the SW 1/4 of NE 1/4, LESS the West 480 feet THEREOF; the North 736 feet of NW 1/4 of SE 1/4, LESS the West 489 feet THEREOF.

THE FOLLOWING DESCRIBED LANDS LOCATED IN PORTIONS OF SECTIONS 7 AND 12, TOWNSHIP 22 SOUTH, RANGE 21 EAST, SUMTER COUNTY, FLORIDA:

The SW 1/4 of the SE 1/4 of the NW 1/4 lying West of U.S. Highway No. 301; and the SE 1/4 of the SW 1/4 of the NW 1/4 and the SW 1/4 of the SW 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of the SW 1/4 and the NE 1/4 of the NW 1/4 of the SW 1/4 and the NW 1/4 of the NE 1/4 of the SW 1/4 lying West of U.S. Highway No. 301; thereof, all being in Section 7, Township 22 South, Range 22 East, also the SE 1/4 of the SE 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of the SE 1/4; thereof, all being in Section 12, Township 22 South, Range 21 East, Sumter County, Florida.

John H. Hotaling
President

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF COLLECTION" - For wastewater systems, "Point of Connection" shall mean the point at which the Company's piping, fittings, and valves connect with the customer's piping, fittings, and valves.
- 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 wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set for in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICES LINES" - The pipe between the Company's mains and the point of collection which includes all the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 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.

John H. Hotaling
President

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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John H. Hotaling
President

WASTEWATER 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 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 modification or change to each and every customer to whom the Company renders wastewater 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 wastewater 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 NECESSARY - Wastewater service is furnished only after a signed application or agreement and payment of the initial connection fee are accepted by the Company. The conditions of such application or agreement are binding upon the customer as well upon the Company. A copy of the application or agreement for wastewater 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 wastewater service is to be rendered.

- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly

(Continued to Sheet No. 10.0)

John H. Hotaling
President

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

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

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue wastewater 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 wastewater 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 - Wastewater service purchased from the Company shall be used by the consumer only for the purposes specified in the application for wastewater service. Wastewater service rendered to the customer for the consumer's own use and shall be collected directly into the Company's main wastewater lines.

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 wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the consumer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale, or disposition of service discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classifications and rate schedules)

(Continued to Sheet No. 11.0)

John H. Hotaling
President

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

and until reimbursement in full made 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 wastewater service, and having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater 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 twenty-four (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 wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in 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.

(Continued to Sheet No. 12.0)

John H. Hotaling
President

WASTEWATER TARIFF

(Continued from Sheet No. 12.0)

- 15.0 BILLING PERIODS - Bills for wastewater service will be rendered monthly as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the 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. Wastewater 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. Wastewater 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 wastewater service to a customer for that customer's failure to pay the bills on time.

Partial payment of any bill for wastewater 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 WASTEWATER AND WATER SERVICE BILLS CONCURRENTLY - When both wastewater and water service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both wastewater service and water service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not re-establish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.

(Continued to Sheet No. 14.0)

John H. Hotaling
President

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a wastewater or water public utility shall not be incorporated into the rate for wastewater or water service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater 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 wastewater service rendered on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater 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 wastewater 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 wastewater 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 - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.

(Continued to Sheet No. 15.0)

John H. Hotaling
President

SUMTER WATER COMPANY, INC.

ORIGINAL SHEET NO. 16.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

John H. Hotaling
President

SUMTER WATER COMPANY, INC.

ORIGINAL SHEET NO. 17.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

John H. Hotaling
President

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the Sumter County systems.
- APPLICABILITY - For wastewater 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

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8 x 3/4"	\$ 11.47
	3/4"	\$ 17.21
	1"	\$ 28.68
	1 1/2"	\$ 57.35
	2"	\$ 91.76
	3"	\$183.52
	4"	\$286.75
	6"	\$573.50
	8"	\$917.60
	Gallonage Charge per 1,000 gallons (No maximum)	\$ 3.00

BASE FACILITY CHARGE - \$11.47

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 -

John H. Hotaling
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WASTEWATER TARIFF

RESIDENTIAL SERVICERATE SCHEDULE RS

- AVAILABILITY - Available throughout the Sumter County systems.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment Units
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facilities Charge</u>
	5/8 x 3/4"	\$ 11.47
	3/4"	\$ 17.21
	1"	\$ 28.68
	1 1/2"	\$ 57.35
	2"	\$ 91.76
	3"	\$183.52
	4"	\$286.75
	6"	\$573.50
		\$917.60
	Gallonage Charge per 1,000 gallons (6,000 gallon maximum)	\$ 2.50

BASE FACILITY CHARGE - \$11.47

- 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 -

John H. Hotaling
President

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an applicant for service to satisfactory 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 surety bond.

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

	<u>Residential</u>	<u>General Service</u>
5/8 x 3/4"	\$ 40.00	\$ 40.00
1"	\$ 40.00	\$ 40.00
1 1/2"	N/A	N/A
Over 2"	N/A	N/A

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. The Company shall provide the customer with reasonable written notice of not less than thirty (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 wastewater service for two (2) monthly billing periods for the twelve-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. 23.0)

John H. Hotaling
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WASTEWATER TARIFF

(Continued from Sheet No. 22.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4)(a). The rate of interest is eight percent (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 customer's account during the month of December each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of twenty-three (23) months, the Company shall refund the customer's deposit provided the customer has not, in the preceding twelve (12) months:

- (a) made more than one late payment of the bill (after the expiration of twenty (20) days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected or 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 twenty-three (23) months and shall pay interest on the non-residential customer's deposit at the rate of nine percent (9%) per annum upon retainment of such deposit.

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

EFFECTIVE DATE -

TYPE OF FILING -

John H. Hotaling
President

WASTEWATER TARIFF

SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NUMBER</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8 x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	Actual Cost	[1]
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	\$	
All others-per gallon/month	\$	
Inspection Fee	Actual Cost	[1]
<u>Main Extension Charge</u>		
Residential-per ERC (___)GPD	\$ 50.00	31.0
All others-per gallon	\$	
or		
Residential-per lot (___ foot frontage)	\$	
All others-per front foot	\$	
Plan Review Charge	Actual Cost	[1]
<u>Plant Capacity Charge</u>		
Residential-per ERC (___)GPD	\$ 450.00	31.0
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 -

John H. Hotaling
President

WASTEWATER TARIFF

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	27.0
HELD FOR FUTURE USE	N/A

John H. Hotaling
President

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

Date _____ New Installation _____ Existing Installation _____

ACCOUNT INFORMATION

Name _____
 Service Address _____
 Billing Address _____
 Phone No _____
 Meter Size _____

Water Type Sewer Type

_____ Single _____
 _____ Commercial _____
 _____ Industrial _____
 _____ Master Meter _____
 _____ No Service _____
 _____ Other _____
 Number of Units _____

PAYMENT INFORMATION

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Water Plant Capacity	_____	Deposit-Water	_____
Water Off-Site Fac.	_____	Deposit-Sewer	_____
Sewer Plant Capacity	_____	Meter Installation	_____
Sewer Off-Site Fac.	_____	Inspection	_____
		Total	_____

I agree to comply with USA Utilities rules and regulations as filed with and approved by the Florida Public Service Commission.

Signature _____

John H. Hotaling
 President

WASTEWATER TARIFF

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John H. Hotaling
President

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Service shall be deemed available when the Company, in the reasonable exercise of its discretion, determines that there is available wastewater treatment capacity sufficient to meet the needs of the customer and the required wastewater collection lines are adequately sized for the additional flows.

All applications requesting a wastewater connection shall make application on forms provided by the Company. Each application will be reviewed by the Company to determine the adequacy of existing facilities and what, if any, new facilities may be required. If found physically and financially feasible to provide service, the Company will notify the applicant and commit to provide sewer service.

Utility collects a plant capacity fee of \$450.00 and a main extension charge of \$50.00 from each new customer prior to connection of on-site customer's lines with the off-site collection system.

No separate inspection fee is charged at the time of hook-up to the system, although an inspection is performed by the Utility. If the customer's installation does not meet prescribed standards and the Utility has to make more than one inspection, the Utility shall charge an inspection fee equal to the actual cost for each additional inspection.

All contributions in aid of construction must be increased for the related tax impact as further explained on Sheet No. 26.0.

John H. Hotaling
President

SUMTER WATER COMPANY, INC.

ORIGINAL SHEET NO. 33.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

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SUMTER WATER COMPANY, INC.

ORIGINAL SHEET NO. 34.0

WASTEWATER TARIFF

HELD FOR FUTURE USE

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President