

ORIGINAL  
FILE COPY

APPLICATION FOR GRANDFATHER CERTIFICATE

960989-W5

(Pursuant to Section 367.171, Florida Statutes)

To: Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for original certificate(s) to operate a water X and/or wastewater X utility in POLK County, Florida, and submits the following information:

**PART I** APPLICANT INFORMATION

- A) The full name (as it appears on the certificate), address and telephone number of the applicant:

VILLAGE WATER, LTD.  
Name of utility  
941 665-8242 ( 941 ) 667-3031  
( ) Phone No. Fax No.  
4800 MAINE AVENUE  
Office street address  
LAKELAND, FL 33801  
City State Zip Code  
POST OFFICE BOX 2211 LAKELAND, FL 33806  
Mailing address if different from street address  
N/A  
Internet address if applicable

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

JERARD A. KENT 941 665-8242  
Name Phone No.  
4800 MAINE AVENUE (Mailing Address: P.O. Box 2211, Lakeland, FL 33806)  
Street address  
LAKELAND FL 33801  
City State Zip Code

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

Corporation

Partnership

Sole Proprietorship

Other \_\_\_\_\_

(Specify)

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

N/A

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

SHIRLEY W. KENT - 2905 Jacque Lee Lane, Lakeland, FL 33803

JERARD A. KENT - 2905 Jacque Lee Lane, Lakeland, FL 33803

VILLAGE INDUSTRIAL UTILITIES, INC. (Managing Partner)

4800 Maine Avenue, Lakeland, FL 33801  
(Mailing Address: P.O. Box 2211, Lakeland, FL 33806)

## PART II SYSTEM INFORMATION

### A) WATER

- (1) Exhibit A - A statement describing the proposed type(s) of water service to be provided (i.e. potable, non-potable or both).

- (2) Provide a description of the types of customers served (i.e., single family homes, mobile homes, duplexes, commercial, etc.).

Single family homes, mobile homes, duplexes, commercial,

industrial

(3) Exhibit       H       - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(4) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

      N/A - Water is purchased from the City of Lakeland

      and remetered to customers.

(5) Indicate when the water utility system was established.       1972      

(6) Exhibit       I       - Evidence that the utility owns the land where the water treatment facilities are located. Or, if 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. The Commission may consider a written easement or other cost-effective alternative.

B) **WASTEWATER**

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

      Commercial and Industrial (only domestic waste is accepted)

(2) Exhibit       J       - Provide a schedule showing the number of customers currently served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

(3) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

      PERMIT # FLA013087 dated 01/29/96



- (4) Indicate when the wastewater utility system was established. 1972
- (5) Exhibit B - Evidence that the utility owns the land where the wastewater treatment facilities are located. Or, if 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. The Commission may consider a written easement or other cost-effective alternative.

**PART III RATES AND TARIFFS**

- A) Exhibit C - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit D - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. **Sample tariffs are enclosed with the application package.**

**PART IV TERRITORY DESCRIPTION AND MAPS**

A) **TERRITORY DESCRIPTION**

Exhibit E - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, 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 F - 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' on which the proposed territory plotted 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     G     - One copy of detailed map(s) showing existing lines and facilities and the territory proposed to be served. **Any requested territory not served at the time of application shall be specifically identified.** 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 water and wastewater systems.

**PART V**

FILING FEE

Indicate the filing fee enclosed with the application:  
\$ 500.00 (for water) and/or \$ 500.00 (for wastewater).  
\$ 200.00 (for water) and/or \$ 200.00 (for wastewater).

**Note:** Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility has the capacity to serve up to 100 ERC's, the filing fee shall be \$100.
- (2) For applications in which the utility has the capacity to serve from 101 to 200 ERC's the filing fee shall be \$200.
- (3) For applications in which the utility has the capacity to serve from 201 ERC's to 500 ERC's the filing fee shall be \$500.
- (4) For applications in which the utility has the capacity to serve 501 to 2,000 ERC's the filing fee shall be \$1,000.
- (5) For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERC's the filing fee shall be \$1,750.
- (6) For applications in which the utility has the capacity to serve more than 4,000 ERC's the filing fee shall be \$2,250.

**PART VI      AFFIDAVIT**

I JERARD A. KENT (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY:

*Jerard A. Kent*  
Applicant's Signature

JERARD A. KENT

Applicant's Name (Typed)

President, Managing Partner

Applicant's Title \*

Subscribed and sworn to before me this 22nd  
of August 1996.

**LINDA FAY MILLER**  
Notary Public, State of Florida  
My comm. expires Dec. 28, 1996  
Comm. No. CC248804

*Linda Fay Miller*  
Notary Public

\* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

**APPLICATION FOR GRANDFATHER CERTIFICATE**

**VILLAGE WATER, LTD.**  
**Post Office Box 2211**  
**Lakeland, FL 33806**

**EXHIBIT A**

**The type of water service provided is both potable and non-potable.**



**APPLICATION FOR GRANDFATHER CERTIFICATE**

**VILLAGE WATER, LTD.**  
Post Office Box 2211  
Lakeland, FL 33806

**EXHIBIT B**

Evidence of land ownership where wastewater treatment facilities are located:  
**LEASE ATTACHED:**

**APPLICATION FOR GRANDFATHER CERTIFICATE**

**VILAGE WATER, LTD.**  
**Post Office Box 2211**  
**Lakeland, FL 33806**

**EXHIBIT C**

**Date and under what authority current rates and charges were established: County Resolution**

**APPLICATION FOR GRANDFATHER CERTIFICATE**

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**EXHIBIT D**

Original and two copies of water and wastewater tariffs:



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Post Office Box 2211  
Lakeland, FL 33806

**EXHIBIT E**

Legal description of territory:

This area encompasses the following described area of Polk County, Florida:

In Township 28 South, Range 24 East, Polk County, Florida:

Section 24: The Southwest 1/4 of Southeast 1/4.

Section 25: The West 3/4 Less the North 1/8 of Northwest 1/4.

Section 26: The South 1/2 of the Northeast 1/4 less the North 247 feet thereof, and the Southeast 1/4.

Section 35: The East 1/2.

Section 36: All Less (a) the Southeast 1/4 of Southeast 1/4 and (b) that part of the Southwest 1/4 of Southeast 1/4 described as: begin at the intersection of the West line of the southwest 1/4 of Southeast 1/4 of Section 36 with the North right-of-way line of State Road 540, being 19 feet North of the Southwest corner of the Southwest 1/4 of Southeast 1/4, run thence North 519 feet, thence turn right an angle of 89 degrees from North to East and run East 587.38 feet, thence turn left an angle of 45 degrees from East to Northeast and run Northeast 331.75 feet, thence turn left an angle of 44 degrees 30 feet from Northeast to North and run North 549 feet, more or less, to the North line of the Southwest 1/4 of Southeast 1/4, thence run East 509 feet, more or less, to the Northeast corner of Southwest 1/4 of Southeast 1/4, thence South 1314 feet, more or less, to the North right-of-way line of State Road South 540, thence Westerly along said North right-of-way line 1321.84 feet to the point of beginning.

And in Section 26, Township 28 South, Range 24 East:

The North 1/2 of the Northeast 1/4 less the North 1/8 of the East 3/4 of the said Northeast 1/4; and also, the North 247 feet of the South 1/2 of the Northeast 1/4; and also, the Southeast 1/4 of the Northwest 1/4; and also, the East 1/2 of the Southwest 1/4; and also, the South 2 1/2 acres of the Southwest 1/4 of the Southwest 1/4.

In Section 35, Township 28 South, Range 24 East:

The Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4.

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**EXHIBIT F**

**Territory Map:**

**APPLICATION FOR GRANDFATHER CERTIFICATE**

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**Lakeland, FL 33806**

**EXHIBIT G**

**System Map:**



APPLICATION FOR GRANDFATHER CERTIFICATE

VILLAGE WATER, LTD.  
Post Office Box 2211  
Lakeland, FL 33806

EXHIBIT H

Schedule showing number of water customers served by class and meter size:

Residential:

3/4" Meter            137

Commercial:

3/4" Meter            14  
1" Meter                6  
1-1/2" Meter          7  
2" Meter                7

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**VILLAGE WATER, LTD.**  
**Post Office Box 2211**  
**Lakeland, FL 33806**

**EXHIBIT I**

**Evidence of land ownership where water treatment facilities are located:**

**N/A - Water is purchased from the City of Lakeland and remetered to customers.**

APPLICATION FOR GRANDFATHER CERTIFICATE

VILLAGE WATER, LTD.  
Post Office Box 2211  
Lakeland, FL 33806

EXHIBIT J

Schedule showing number of wastewater customers served by class and meter size:

Residential: 0

Commercial:

3/4" Meter	11
1" Meter	6
1-1/2" Meter	6
2" Meter	6



# Business Lease

THIS AGREEMENT, entered into this 1st day of January, 1992, between SHIRLEY W. KENT, hereinafter called the lessor, party of the first part, and VILLAGE WATER, LTD., of the County of Polk and State of Florida, hereinafter called the lessee or tenant, party of the second part:

WITNESSETH, That the said lessor does this day lease unto said lessee, and said lessee does hereby hire and take as tenant under said lessor One 14.312-Acre Site to be used for Sewer Plant and Retention Pond (See legal attached), and One Masonry Building - 20' x 36' situate in Polk County, State of Florida, to be used and occupied by the lessee as Shop and Warehouse and for no other purposes or uses whatsoever, for the term of Ten Years, subject and conditioned on the provisions of clause ten of this lease beginning the 1st day of January, 1992, and ending the 31st day of December, 2002, at and for the agreed total rental of \$6,000.00 per year, payable as follows:

\$500.00 on the first day of each month starting January 1, 1992,

all payments to be made to the lessor on the first day of each and every month in advance without demand at the office of Shirley W. Kent, 2905 Jacque Lee Lane in the City of Lakeland, Florida, or at such other place and to such other person, as the lessor may from time to time delegate in writing.

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the lessee:

**FIRST:** The lessee shall not assign this lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the lessor, and all additions, fixtures or improvements which may be made by lessee, except movable office furniture, shall become the property of the lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

**SECOND:** All personal property placed or moved in the premises above described shall be at the risk of the lessee or owner thereof, and lessor shall not be liable for any damage to said personal property, or to the lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

**THIRD:** That the tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, at tenant's own cost and expense.

**FOURTH:** In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Agreement, whereby the same shall be rendered untenable, then the lessor shall have the right to render said premises tenable by repairs within ninety days therefrom. If said premises are not rendered tenable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

**FIFTH:** The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the lessor, shall at the option of the lessor, work a forfeiture of this contract, and all of the rights of the lessee hereunder.

**SIXTH:** If the lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the lessee, without being liable in any way therefor, and relet the premises with or without any

furniture that may be therein, as the agent of the lessee, at such price and upon such terms and for such duration of time as the lessor may determine, and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by lessor over and above the expenses to lessor in such re-letting, the said lessee shall pay any deficiency, and if more than the full rental is realized lessor will pay over to said lessee the excess of demand.

SEVENTH: Lessee agrees to pay the cost of collection and ten percent attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

EIGHTH: The lessee agrees that he will pay all charges for rent, gas, electricity or other illumination, and for all water used on said premises, and should said charges for rent, light or water herein provided for at any time remain due and unpaid for the space of five days after the same shall have become due, the lessor may at its option consider the said lessee tenant at sufferance and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

NINTH: The said lessee hereby pledges and assigns to the lessor all the furniture, fixtures, goods and chattels of said lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said lessor, and does hereby agree to pay attorney's fees of ten percent of the amount so collected or found to be due, together with all costs and charges therefore incurred or paid by the lessor.

TENTH: It is hereby agreed and understood between lessor and lessee that in the event the lessor decides to remodel, alter or demolish all or part of the premises leased hereunder, or in the event of the sale or long term lease of all or any part of the building requiring this space, the lessee agrees to vacate same upon receipt of sixty (60) days' written notice and the return of any advance rental paid on account of this lease.

ELEVENTH: The lessor, or any of his agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Agreement, or to the rules and regulations of this building.

TWELFTH: Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this Agreement, and to make good to said lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or negligence of lessee, or of any person or persons in the employ or under the control of the lessee.

THIRTEENTH: It is expressly agreed and understood by and between the parties to this Agreement, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building.

FOURTEENTH: If the lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the lessee, before the end of said term the lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.

FIFTEENTH: Lessee hereby waives and renounces for himself and family any and all homestead and exemption rights he may have now, or hereafter, under or by virtue of the constitution and laws of the State of Florida, or of any other State, or of the United States, as against the payment of said rental or any portion hereof, or any other obligation or damage that may accrue under the terms of this Agreement.

SIXTEENTH: This contract shall bind the lessor and its assigns or successors, and the heirs, assigns, personal representatives, or successors as the case may be, of the lessee.

SEVENTEENTH: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

EIGHTEENTH: It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the lessee and written notice mailed or delivered to the office of the lessor shall constitute sufficient notice to the lessor, to comply with the terms of this contract.

NINETEENTH: The rights of the lessor under the foregoing shall be cumulative, and failure on the part of the lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

TWENTIETH: It is further understood and agreed between the parties hereto that any charges against the lessee by the lessor for services or for work done on the premises by order of the lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

TWENTY-FIRST: It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the lessor for approval before installation of same.

TWENTY-SECOND: It is further understood and agreed between the parties hereto that lessee shall be responsible for paying all State Sales Tax on lease payments as well as Polk County Real Estate and volaren Taxes on the buildings and Polk County Personal Property Tax on building contents.

TWENTY-THIRD: It is further understood and agreed between the parties hereto that lessee and lessee's employees and suppliers will use the Maine Avenue entrance as ingress and egress to the facilities. Lessor will be responsible for providing and maintaining this entrance.

TWENTY-FOURTH: It is further understood and agreed between the parties hereto that lessor may increase the annual rental amounts payable.

TWENTY-FIFTH: It is further understood and agreed between the parties hereto that lease will automatically renew unless lessee gives three months' notice of cancellation.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
*Linda Miller*  
\_\_\_\_\_  
As to Lessor

\_\_\_\_\_  
*William W. Kent*  
\_\_\_\_\_  
Lessor (Seal)

\_\_\_\_\_  
*Linda Miller*  
\_\_\_\_\_  
As to Lessee

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
Lessee (Seal)



WASTEWATER TREATMENT PLANT SITE

DESCRIPTION:

COMMENCE AT THE NORTH CORNER OF SECTION 36, TWP. 28S., RGE 24E. IN POLK COUNTY, FLORIDA; THENCE RUN S 00°05'19" W, 100.0 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°56'30" E, 1,400.0 FEET; THENCE RUN S 00°05'19" W, 467.0 FEET; THENCE RUN S 89°56'30" W, 1,400.00 FEET TO THE WEST LINE OF SAID SECTION 36; THENCE RUN N 00°05'19" E ALONG SAID SECTION LINE, 467.0 FEET TO THE POINT OF BEGINNING.  
LESS THE WEST 65.0 FEET OF THE DESCRIBED PARCEL.  
CONTAINING 14.312 ACRES:

CERTIFIED TO BE A TRUE COPY

Attest: E. D. "BILL" DIXON

Clerk Circuit Court

By Maria J. Kessler  
Deputy Clerk

EXHIBIT "C"

Andy Reilly gave background information on this utility, discussed the lawsuit with the Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA) and reported the charter from the Court was to keep the system operating and to make recommendations for an eventual solution to the problem of the effluent from this utility. He showed slides and discussed problems with the pipes and lift stations.

Commissioner Carter arrived at this point in the meeting.

Mr. Reilly gave reasons for his request of the emergency rate increase and reported that it comes to \$5.72 per month per customer. He discussed his efforts in trying to solve these problems as well as possible future plans.

The Chairman opened a public hearing.

Gene Owen reported he represents Skyview property owners who are concerned with these problems which existed prior to the DEP and EAP lawsuit. He discussed the application for CDBG funds which was rejected, and the application to Florida Communities Trust which was also rejected. He discussed the lack of progress over the last three and a half years and reported the homeowners do not want an emergency increase without a solution to the problems.

Sandy Clark reported she lives in Skyview and is in favor of the increase, but believes the cost should be the same as that of Lakeland.

Upon question, Don Crawford, Director of Utilities, gave a rate comparison among the County, Lakeland, Winter Haven, Orange County and Hillsborough County.

Gary Gullett spoke about the for sale signs on the streets and would like the Board to understand that this is a maintenance problem; there is no maintenance. He also reported he was not against the rate increase, but would like to see a final solution.

Discussion followed.

Steve Thompson reported he reviewed the sites and spoke about the soils in the area.

Darrell Gunn, Director of Public Works, reported that the lakes and ditches need to be dredged, that there are approximately \$700,000 worth of improvements required.

Mr. Crawford reported that staff is withdrawing Item No. 2, vacation rate, from staff recommendations which will be dealt with at a later date.

There was discussion of the Board maintaining control of this utility until the problems are solved instead of turning it over to the Public Services Commission.

The Chairman closed the public hearing.

On motion of Commissioner Young, seconded by Commissioner Richardson and upon vote carried 4-0, the Board approved all of staff's recommendations as contained in Exhibit K, with the exception of Item No. 2 dealing with vacation rates, which is deleted.

**APPROVE RATE INCREASE FOR WATER AND SEWER RATES  
VILLAGE WATER, LTD.**

This was the date and time set by the Board for a public hearing to consider the request of Village Water Limited for a rate increase.

Darrell Gunn, Director of Public Works, highlighted the memorandum, Exhibit L, and gave the background information.

John Sheahen, Sheahen & Associates, Inc., reviewed his Rate Consultant's Report regarding calculation of rates, gross revenue and recommended rates.

The Chairman opened a public hearing.

Mr. Kent, representing Village Water, Ltd., reported the company is basically happy with Mr. Sheahen's report.

The Controller for Bernie Little Distributors reported his dissatisfaction with the proposed increase.

Don Crawford, Director of Utilities, reported that the utility was under Consent Order to expand its plant, among other things.

Discussion followed.

The Chairman closed the public hearing.

On motion of Commissioner Young, seconded by Commissioner Richardson and upon vote carried 4-0, the Board approved staff's recommendations as outlined in Exhibit L.

There being no further business, the Chairman adjourned the Polk County Utilities Commission at 3:35 p.m.

#### **RECONVENE**

The Board of County Commissioners of Polk County, Florida, reconvened on this Tuesday, July 16, 1996, at 3:35 p.m., with the following members present: Neil Combee, Chairman, Ken Richardson, Marlene Duffy Young, and Jerry Carter. Nancy Rouse Caldwell was absent.

#### **ADOPT ORDINANCE NO. 96-24 AMENDING ORDINANCE NO. 73-6, AS AMENDED CABLE TELEVISION FRANCHISING**

This was the date and time set by the Board for a public hearing to consider a proposed Ordinance amending Ordinance No. 73-6, the title and substance of the proposed Ordinance being:

AN ORDINANCE AMENDING SECTIONS 2 (G) AND 6 OF POLK COUNTY ORDINANCE 73-6, AS AMENDED, (WHICH ORDINANCE RELATES TO CABLE TELEVISION FRANCHISING THEREOF IN UNINCORPORATED AREAS OF POLK COUNTY) BY REQUIRING INDEPENDENT AUDITOR CERTIFICATION; CHARGING INTEREST FOR LATE OR ADDITIONAL PAYMENTS; CHANGING THE FRANCHISE FEE PERCENTAGE; MODIFYING THE DEFINITION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Randy Oliver, Special Projects Coordinator, gave the background information and reported staff would like to change the effective date to January 1, 1997.



Polk County B.O.C.C.

JUL 16 1996 VOLUME 1 27

PCUC #7

POLK COUNTY  
BOARD OF COUNTY COMMISSIONERS

SITTING AS  
POLK COUNTY UTILITIES COMMISSION

=====

July 16, 1996

TO: POLK COUNTY UTILITIES COMMISSION  
JIM RODEN, JR., ACTING COUNTY MANAGER

THROUGH: DARRELL W. GUNN, PUBLIC WORKS DIRECTOR

FROM: DONALD A. CRAWFORD, UTILITIES DIRECTOR *[Signature]*  
PAULA M. ZWACK, FISCAL & FRANCHISE MANAGER *[Signature]*

SUBJECT: PUBLIC HEARING -- JULY 16, 1996 @ 1:30 pm  
VILLAGE WATER, LTD. REQUEST FOR RATE  
INCREASE FOR WATER & SEWER SERVICES

STATEMENT OF ISSUE

In 1971 Floyd Enterprises, Inc. was granted a water and sewer franchise which was transferred to Industrial Park Utilities, Inc. in 1972. In 1991, the franchise was transferred to Village Water, Ltd. and had a 5 year term. The franchise agreement will be renewed with the Florida Public Service Commission. The franchise has the exclusive right, authority and obligation to own, control, operate and maintain a public potable water system and a wastewater collection, treatment and disposal system.

The Utility's service area is located east of Reynolds Road and north of S.R. 540, on the easterly edge of the Lakeland City limits. As of the end of 1995, service was provided to 141 residential water customers and 35 commercial/industrial (general service) customers, and 30 commercial/industrial (general service) sewer customers.

Water is purchased from the City of Lakeland (8 inch master meter) and redistributed to the customers. The Utility absorbs the costs of owning and maintaining the distribution lines, services and meters, as well the costs of meter reading, customer billing and administration. The Utility owns and operates its own sewerage treatment facility.

The water system is operating within the compliance regulation of HRS. The wastewater system is under consent action from DEP for miscellaneous operating and effluent disposal problems, however is currently operating in compliance with the consent order.

Village Water, Ltd.'s last rate increase was in December of 1990.

EXHIBIT L

JUL 16 1996 VOLUME 1 27

POLK COUNTY UTILITIES COMMISSION PUBLIC HEARING -- JULY 16, 1996  
VILLAGE WATER, LTD. REQUEST FOR RATE  
INCREASE FOR WATER & SEWER SERVICES  
Page 2

The Utility has paid the application fee. Today's public hearing to consider a rate increase for water and sewer services has been advertised with a legal notice in The Ledger, and each customer has been individually noticed as required by Polk County Ordinance #82-11, as amended.

ANALYSIS

Village Water, Ltd. has requested an increase in its water and sewer rates only. John Sheahen (County's Rate Consultant) of Sheahen & Associates, Inc. was retained by the Board (December of 95) to review this rate application. Mr. Sheahen's recommendations are contained in the report, Village Water, Ltd., Water and Sewer Utility, Rate Consultant's Report on the Application for Change in Water & Sewer Rates, (Dated May 15, 1995 and Revised March 18, 1996) (copy attached).

The report shows the Applicant's revised requested rates would produce \$197,017 in gross revenue. After updating the application with FYE 12/31/95 activities, the County's Rate Consultant recommends rates that are projected to produce \$178,953 in gross revenue. Therefore, the requested gross revenue has been reduced by \$18,064 or approximately 9%. This reduction in requested gross revenue represents a 22% decrease in the requested increase in gross revenue of \$81,009.

John Sheahen, President of Sheahen & Associates, Inc. will present his report in detail and address any concerns the Board may have.

RECOMMENDATION

Recommend:

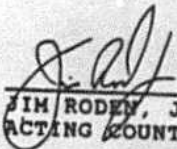
1. Approving the County Rate Consultant's recommendation as documented in the report titled, Village Water, Ltd., Water and Sewer Utility, Rate Consultant's Report on the Application for Change in Water & Sewer Rates, (Dated May 15, 1995 and Revised March 18, 1996), Prepared by Sheahen & Associates, Inc., 306-B Bullard Parkway, Tampa, Florida 33617, (813)988-3005; and
2. Setting the new rates effective with consumption on and after August 1, 1996 and the resulting bill; and
3. Continuing all service charges, policies, and procedures as previously approved by the Utilities Commission.

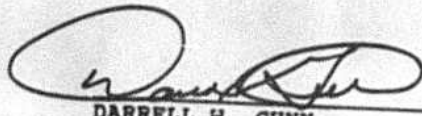
JUL 16 1996 VOLUME 1 27

POLK COUNTY UTILITIES COMMISSION PUBLIC HEARING -- JULY 16, 1996  
VILLAGE WATER, LTD. REQUEST FOR RATE  
INCREASE FOR WATER & SEWER SERVICES  
Page 3

FISCAL IMPACT

None.

  
\_\_\_\_\_  
JIM RODEN, JR.  
ACTING COUNTY MANAGER

  
\_\_\_\_\_  
DARRELL W. GUNN  
PUBLIC WORKS DIRECTOR

  
\_\_\_\_\_  
COUNTY ATTORNEY



Polk County B.O.C.C.

JUL 16 1996 VOLUME 1 2 7

RECEIVED

JUL 15 1996

POLK COUNTY  
UTILITIES DEPARTMENT**VILLAGE WATER, LTD.  
WATER AND SEWER UTILITY****RATE CONSULTANT'S REPORT  
ON THE APPLICATION FOR  
CHANGE IN WATER & SEWER RATES  
(Dated May 15, 1996 and Revised March 13, 1996)**

Prepared by  
Sheehan & Associates, Inc.  
306-B Bullard Parkway  
Tampa, Florida 33617  
(813) 988-3005  
Final Report based on 4/24/96 draft

Polk County B.O.C.C.

JUL 16 1996 VOLUME 1 27

VILLAGE WATER, LTD.  
TEST YEAR: 12/31/95  
TABLE OF CONTENTS

Draft: 07/12/96  
Preparer: Sheahen  
File: VW-2

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Section 5 Calculation of Rates	5-1 through 5-9
Section 6 Revenue Proofs	6-1 through 6-2

**SHEAHEN & ASSOCIATES, INC.**

306-B BULLARD PARKWAY  
TAMPA, FLORIDA 33617

(813) 988-3005  
FAX (813) 980-3078

April 24, 1996

Don Crawford, Director  
Polk County  
Utilities Division  
P.O. Box 2019  
Bartow, Florida 33830

**Re: Rate Consultant's report on the application for change in water & sewer rates  
submitted by Village Water, Ltd. (Applicant)**

Dear Mr. Crawford:

We have prepared this report to assist Polk County in the determination of water and sewer rates for the Applicant. In view of the dynamic nature of these proceedings, this report should be considered in connection with subsequent events from the date of this report. Distribution of this letter and accompanying schedules, which are to be distributed only in their entirety, is intended for Polk County's use in connection with the above stated purpose.

**Rate Base (Section 3)**

1. Inasmuch as the projected test year ending 12/31/95 has now expired, we have updated the cost of facilities for 1995 additions and related accumulated depreciation and depreciation expense. We have also measured the used and useful calculation for actual sewer flows and customer counts experienced during FYE 12/31/95.
2. The Applicant requested replacement cost be recognized as the cost of facilities component of Rate Base. The standard to be followed for water & sewer rate setting is "Original Cost, estimated if not known." Replacement cost could be a starting point in determining estimated original cost, however, an indexing factor would have to be applied to each amount to determine its cost for the year it was placed into service. In addition, the Applicant must be invested in the facilities. The best evidence provided to demonstrate the Applicant's investment in facilities is the listing of assets included in the federal tax Form 1065. Therefore, we have limited the cost of facilities to those amounts reported on the Applicant's federal tax Form 1065 through 12/31/94, plus actual additions made during



Don Crawford re Village Water, Ltd.  
April 24, 1996

FYE 12/31/95 and projected cost of facilities to bring the Applicant's facilities into regulatory compliance.

3. Used & useful calculations were made relevant to water lines, sewer lines and sewer plant capacities in excess of current customer requirements for service.
4. Based on the above findings the requested Rate Base has been increased by \$10,661.

#### Rate of Return (Section 4)

1. Although the Applicant calculated a Rate of Return on Rate Base of 1.94%, the actual Rate of Return requested was 8.43% when applying the Florida Public Service Commission methodology.
2. Rate of return calculations have been amended to reflect the issuance of new debt at Prime +2% and the recognition that customer deposits are a funding source for rate base.
3. We have applied the current "Leverage Graph Formula" established by the Florida Public Service Commission in Docket No. 950006-WS, dated 8/10/95.
4. Based on the above findings the Rate of Return has been increased from 8.43% to 8.58%. The application of this modified Rate of Return to the increased Rate Base results in a Return on Rate Base that is increased by \$1,384.

#### Calculation of Rates (Section 5)

1. Inasmuch as the projected test year ending 12/31/95 has now expired, the rate calculations have been updated for actual expenses and statistics for FYE 12/31/95.
2. Rate case expense has been amortized over 4 years.
3. Expenses incurred by a related party on behalf of the Applicant have been revised to reflect specific related overhead items and elimination of vehicle and computer burden rates, inasmuch as the Applicant owns two vehicles and several computers. However, we have provided an estimated office rental.
4. Depreciation expense has been adjusted to reflect the revised and updated cost of facilities.
5. The rent expense for land and warehouse has been allowed based on the current lease amounts, plus an estimated amount for office use.
6. Other revenues have been derived based on the difference between water and sewer revenues billed during FYE 12/31/95 (validated by revenue proofs) and the total revenues for FYE 12/31/95.
7. Based on the above findings the requested expense has been reduced by \$8,896.

#### Revenue Proof (Section 6)

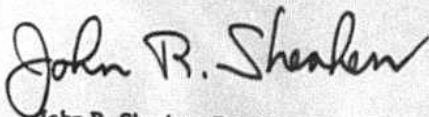
1. Revenue proofs have been provided to demonstrate that the application of the recommended rates provide the recommended revenue requirement.

Don Crawford re Village Water, Ltd.  
April 24, 1996

**Conclusion**

The Applicant's revised requested rates are projected to produce \$210,918 in gross revenue (Pages 6-1 & 6-2). Based on our analysis of the revised application for rate change, updated for actual activity during FYE 12/31/95, we recommended rates that are projected to produce \$189,504 in gross revenue. Therefore, the requested gross revenue has been reduced by \$21,414 or approximately 10%. This reduction in request gross revenue represents a 23% decrease in the requested increase in gross revenue of \$93,050.

Respectfully submitted,



John R. Sheahan, President

JRS/gn

VILLAGE WATER, LTD.  
TEST YEAR: 12/31/95  
SUMMARY

Draft: 04/24/96  
Preparer: Sheahen  
File: VW-2

Line No.		Revised Request 3/13/96	County Consultant
1	Requested Rate Base	\$312,822	
2	Non-used & useful adjustments	(87,029)	
3	Other adjustments	97,690	
4	Rate Base		\$323,283
5			10,662
6	Rate of Return requested	8.43%	
7	Adjustment	0.15%	
8	Rate of Return		8.58%
9			
10	Return on Rate Base requested	26,354	
11	Adjustment	1,384	
12	Return on Rate Base		27,738
13			
14	Operating expenses requested	156,890	
15	Measure specific overhead, instead of 50% factor		
16	and elimination of vehicle/computer rate		
17	(inasmuch as the Utility owns several		
18	computers and two vehicles)	(21,576)	
19	Rental adjustment	15,264	
20	Adjust amortization of professional fees	(3,750)	
21	Operating expenses		146,828
22			
23	Other expenses (Rev.) requested	13,773	
24	Adjust depreciation & amortization	5,986	
25	Other income	(4,820)	
26	Other expenses (Rev.)		14,939
27			
28	Gross Revenue requested	197,017	
29	Net of all adjustments	(7,513) -4%	
30	Gross Revenue		\$189,504
			0



Polk County B.O.C.C.

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JUL 16 1996 VOLUME 1 27

RECOMMENDED RATES

VILLAGE WATER, LTD.   
 TEST YEAR: 12/31/95   
 Rate Schedule - Water

Draft: 04/24   
 Preparer: Sheahan   
 File: VW-2

Explanation: Provide a schedule of proposed rates

Line No.	Class/Meter Size	A AWWA Factor & Weights	B Revised Requested Rates	C % Rate Incr. (Calculated)	D \$ Rate Incr. (Calculated)	E Recommended Rates
1						
2	Base Facility Charge					
3	Consumption Charge		\$13.74 a	-13.10%	(\$1.80)	\$11.94
4			\$2.68 a	-13.43%	(\$0.36)	\$2.32
5	Residential.....					
6	Base Facility Charge (Monthly Min.)					
7	3/4"					
8	1"	1.0	13.74 a	-13.10%	(1.80)	11.94
9	1-1/2"	2.5				29.85
10		5.0				59.70
11						
12	General Service.....					
13	Base Facility Charge (Monthly Min.)					
14	3/4"					
15	1"	1.0	13.74 a	-13.10%	(1.80)	11.94
16	1-1/2"	2.5	34.35 a	-13.10%	(4.50)	29.85
17	2"	5.0	88.71 a	-13.11%	(9.01)	59.70
18	3"	8.0	109.93 a	-13.11%	(14.41)	95.52
19	4"	16.0	219.84 a	-13.10%	(28.80)	191.04
20	6"	25.0	343.53 a	-13.11%	(45.03)	298.50
21		80.0	1,099.30 a	-13.11%	(144.10)	955.20
22	Residential Consumption...					
23	All consumption					
24		1.000	2.68 a	-13.43%	(0.36)	2.32
25						
26						
27	General Service Consumption...					
28	All consumption					
29		1.000	2.68 a	-13.43%	(0.36)	2.32
30	a Revised request, dated 3/13/95					

VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Rate Schedule - Sewer

**\*\*No residential sewer customers\*\***

Draft: 04/24  
 Preparer: Sheahan  
 File: VW-2

Explanation: Provide a schedule of proposed rates

Line No.	Class/Meter Size	A AWWA Factors & Weights	B Revised Requested Rates	C % Rate Incr. (Calculated)	D \$ Rate Incr. (Calculated)	E Recommended Rates
1						
2	Base Facility Charge					
3	Gallonge charge		\$41.08 a	-3.53%	(\$1.45)	\$39.63
4			\$3.74 a	-3.48%	(\$0.13)	\$3.61
5						
6	Residential.....		n/a	n/a	n/a	n/a
7						
8						
9	General Service.....					
10	Flat Charge per unit					
11	5/8 x 3/4"					
12	1"	1.0	41.08 a	-3.53%	(\$1.45)	\$39.63
13	1-1/2"	2.5	102.89 a	-3.52%	(\$3.61)	\$99.08
14	2"	5.0	205.38 a	-3.52%	(\$7.23)	\$198.15
15	3"	8.0	328.61 a	-3.52%	(\$11.57)	\$317.04
16	4"	16.0	657.28 a	-3.53%	(\$23.20)	\$634.08
17	8"	25.0	1,028.90 a	-3.52%	(\$36.15)	\$990.75
18		80.0	3,286.07 a	-3.52%	(\$115.67)	\$3,170.40
19	Gallonge charge					
20			3.74 a	-3.48%	(\$0.13)	\$3.61
21	a Revised request, dated 3/13/95					



VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Comparison of Monthly Bills for Residential  
 Customers with a single meter (water only)

Draft: 07/12  
 Preparer: Sheahen  
 File: VW-2

Line No.	A Usage in Gallons	B Applying Existing Rates	C Applying Recommended Rates	D Change	E %	F
1	0	\$9.25	\$11.94	\$2.69	29.08%	
2	1,000	\$11.00	\$14.26	\$3.26	29.64%	
3	2,000	\$12.75	\$16.58	\$3.83	30.04%	
4	3,000	\$14.50	\$18.90	\$4.40	30.34%	
5	4,000	\$16.25	\$21.22	\$4.97	30.58%	
6	5,000	\$18.00	\$23.54	\$5.54	30.78%	
7	6,000	\$19.75	\$25.86	\$6.11	30.94%	
8	7,000	\$21.50	\$28.18	\$6.68	31.07%	Hist. Avg.
9	8,000	\$23.25	\$30.50	\$7.25	31.18%	
10	9,000	\$25.00	\$32.82	\$7.32	31.28%	
11	10,000	\$26.75	\$35.14	\$8.39	31.36%	
12	11,000	\$28.50	\$37.46	\$8.96	31.44%	
13	12,000	\$30.25	\$39.78	\$9.53	31.50%	
14	13,000	\$32.00	\$42.10	\$10.10	31.56%	
15	14,000	\$33.75	\$44.42	\$10.67	31.61%	
16	15,000	\$35.50	\$46.74	\$11.24	31.66%	
17	16,000	\$37.25	\$49.06	\$11.81	31.70%	
18	17,000	\$39.00	\$51.38	\$12.38	31.74%	
19	18,000	\$40.75	\$53.70	\$12.95	31.78%	
20	19,000	\$42.50	\$56.02	\$13.52	31.81%	
21	20,000	\$44.25	\$58.34	\$14.09	31.84%	
22	21,000	\$46.00	\$60.66	\$14.66	31.87%	
23	22,000	\$47.75	\$62.98	\$15.23	31.90%	
24	23,000	\$49.50	\$65.30	\$15.80	31.92%	
25	24,000	\$51.25	\$67.62	\$16.37	31.94%	

Polk County B.O.C.

JUL 16 1996 VOLUME 1 27,

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RATE BASE

VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Rate Base

Draft: 04/24  
 Preparer: Sheahen  
 File: VW-2

Line No.	Description	Water			Sewer		
		Utility Requested	Adjust	County Consultant	Utility Requested	Adjust	County Consultant
1	Rate Base						
2	Utility Plant in Service						
3	General (50/50)	\$300,166	(\$261,127)	\$39,039	\$1,437,914	(\$1,056,276)	\$381,638
4	Accumulated Depreciation		39,616	39,616		13,205	13,205
5	Accum. Depr. General (50/50)	(154,832)	143,170	(11,663)	(203,779)	149,888	(53,891)
6			(11,990)	(11,990)		(3,997)	(3,997)
7	Net Plant	<u>145,334</u>	<u>(90,331)</u>	<u>55,003</u>	<u>1,234,135</u>	<u>(897,179)</u>	<u>336,956</u>
8							
9							
10	Working Capital at 1/8 of O&M expense	12,030	(1,938)	10,092	7,931	330	8,261
11	Non-used & useful - Plant		0	0		(41,192)	(41,192)
12	Non-used & useful - Lines		(5,327)	(5,327)		(40,510)	(40,510)
13	Valuation Adjustment	(126,024)	126,024	0	(960,785)	960,785	0
14							
15							
16	Rate Base	<u>\$31,340</u>	<u>\$28,427</u>	<u>\$59,768</u>	<u>\$281,281</u>	<u>(\$17,766)</u>	<u>\$263,515</u>

Polk County B.O.C.C.  
 JUL 16 1996 VOLUME 1 27

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3-1



VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Cost of facilities and depreciation - Water

Draft: 04/24  
 Preparer: Sheahan  
 File: VW-2

Line No.	Description	Year Acq.	Depr. Rate	C Method	Original Cost - Estimated					Accumulated Depreciation & Expense		
					D Prior Order 12/31/90	E Utility Replacement Cost	F 1995 Projected	G County Consultant Adjust Total		H Accum. Depr. 12/31/94	I Depr. Expense 1995	J Accum. Depr. 12/31/95
1	Supply											
2	Water well	1987	3.57%		75,000	93,750		(90,750) a	3,000			
3	Not in service							90,750	(3,000)			
4	Master meter	1976	3.57%	SL	8,500	10,625		(10,625) b	0	0	0	0
5	Master meter	1995	3.57%	SL				2,135 d	2,135		38	38
7	Distribution											
8	Mains - 8" AC	1976	2.78%	SL	65,780	81,510		(73,997) a	7,513	3,864	209	4,073
9	Mains - 4" PVC	1976	2.78%	SL	60,555	74,318		(67,401) a	6,917	3,557	192	3,749
10	Mains - 4" PVC	1995	2.78%	SL			16,388	(720) d	15,668		218	218
11	Mains - 2" PVC	1976	2.78%	SL	53,460	66,825		(60,719) a	6,106	3,140	170	3,310
12	Gate valves - 4"	1976	2.78%	SL	2,100	2,625		(2,385) a	240	123	7	130
13	Gate valves - 4"	1995	2.78%	SL			375	(178) d	197		3	3
14	Gate valves - 2"	1976	2.78%	SL	2,300	2,875		(2,612) a	263	135	7	142
16	Meters & services											
17	Services - single	1976	2.78%	SL	17,500	21,000		(21,000) b	0	0	0	0
18	Services - double	1976	2.78%	SL	10,675	12,200		(12,200) b	0	0	0	0
19	Meter boxes - 4"	1976	2.78%	SL	1,000	1,250		(1,250) b	0	0	0	0
20	Meter boxes - 2"	1976	2.78%	SL	400	500		(500) b	0	0	0	0
21	Meter boxes - 1.5"	1976	2.78%	SL	800	1,000		(1,000) b	0	0	0	0
22	Meter boxes - 1.5"	1995	2.78%	SL			125	(125) c	0	0	0	0
23	Meter boxes - 1"	1976	2.78%	SL	75	90		(90) b	0	0	0	0
24	Meter boxes - 3/4"	1976	2.78%	SL	7,000	8,400		(8,400) b	0	0	0	0
25	Meter boxes - 3/4"	1995	2.78%	SL			60	(60) c	0	0	0	0
27	Land	1976			5,000	6,250		(6,250) b	0	0	0	0
28	Not in service					(6,250)		6,250	0			
31	Totals				<u>310,145</u>	<u>283,218</u>	<u>16,948</u>	<u>(261,127)</u>	<u>39,039</u>	<u>10,819</u>	<u>644</u>	<u>11,663</u>
32	a Adjust to cost reflected on tax return:											
33	Cost of assets at FYE 12/31/94 per Form 1120								24,039			
34	Remove well								(3,000)			
35	Additions during 1995								18,000			
36	Allowable original cost								<u>39,039</u>			
37	b Contributed facilities											
38	c Remove proposed additions not supported											
39	d Supported by response to Document Request No. 7											

JUL 16 1995 VOLUME 1 27

Polk County B.O.C.

000897

VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Cost of facilities and depreciation - Sewer

Draft: 04/24  
 Preparer: Sheahan  
 File: VW-2

Line No.	Description	Year Acq.	Depr. Rate	C Method	Original Cost - Estimated					Accumulated Depreciation & Expense		
					D Prior Order 12/31/90	E Utility Replacement Cost	F 1995 Projected	G County Consultant		H Accum. Depr. 12/31/94	I Depr. Expense 1995	J Accum. Depr. 12/31/95
								Adjust	Total			
1	Treatment											
2	Plant	1967	5.56%	S/L	20,000	25,000						
3	Plant	1980	5.56%	S/L	30,000	100,000		(5,332) a	19,668	8,202	1,094	9,296
4	Plant	1986	5.56%	S/L				(83,060) a	16,940	5,180	942	6,122
5	Plant	1982	5.56%	S/L				11,500 a	11,500	4,156	639	4,795
6	Plant	1985	5.56%	S/L				15,200 a	15,200	2,113	845	2,958
7	Surge Tank	1989	5.56%	S/L			104,752	(19,902) d	84,850		2,359	2,359
8	Surge Tank	1995	5.56%	S/L	10,000	55,000		8,000 a	63,000	19,265	3,503	22,768
9	Spray irrigation	1985	5.56%	S/L				(5,000) c	0		0	0
10	Fill dirt	1985	5.56%	S/L			70,000	6,700 d	76,700		0	0
11	Collection							1,034 d	1,034		2,132	2,132
12	Lift stations	1967	2.86%	S/L							15	15
13	Lift stations	1980	2.86%	S/L	30,000	36,000		(34,400) a	3,600	772	103	875
14	Lift stations	1995	2.86%	S/L	50,000	60,000		(48,414) a	11,586	1,822	331	2,153
15	Force mains - 3"	1976	2.86%	S/L			19,000	13,808 d	32,808		235	235
16	Force mains - 3"	1995	2.86%	S/L	7,500	9,375		(9,375) b	0	0	0	0
17	Force mains - 4"	1976	2.86%	S/L			11,937	13,380 d	25,327		181	181
18	Collection mains - 8" VCP	1976	2.86%	S/L	48,952	60,375		(60,375) b	0	0	0	0
19	Collection mains - 8" PVC	1976	2.86%	S/L	27,000	33,750		(33,750) b	0	0	0	0
20	Collection mains - 8" PVC	1985	2.86%	S/L	96,650	120,813		(120,813) b	0	0	0	0
21	Manholes	1976	2.86%	S/L			6,012	(6,012) c	0	0	0	0
22	Manholes	1995	2.86%	S/L	36,000	45,000		(45,000) b	0	0	0	0
23	Lift station pump	1995	2.86%	S/L			3,750	(3,750) c	0	0	0	0
24								425 d	425		3	3
25	Services											
26	Services - single	1976	2.86%	S/L								
27	Services - single	1995	2.86%	S/L	5,500	6,600		(6,600) b	0	0	0	0
28	Services - double	1976	2.86%	S/L			150	(150) c	0	0	0	0
29	Land				2,975	3,400		(3,400) b	0	0	0	0
30	Pier & site	1987										
31	Spray irrigation site	1995			100,000	360,000		(341,000) a	19,000			
32							300,000	(300,000) d	0			
33												
34												
35	Totals											
36	a Adjust to cost reflected on tax return:				464,577	917,313	520,601	(1,056,278)	381,638	41,510	12,381	53,891
37	Cost of assets at FYE 12/31/94 per Form 1120											
38	Additions during 1995								160,494			
39	Allowable original cost								221,144			
40	b Contributed facilities								381,638			
41	c Remove proposed additions not supported											
42	d Supported by response to Document Request No. 7											

Polk County B.O.C.C.  
 JUL 16 1996 VOLUME 1 27  
 000900

VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Cost of facilities and depreciation - General

Draft: 04/24  
 Preparer: Sheahan  
 File: VW-2

Line No.	Description	A Year Acq.	B Depr. Rate	C Method	Original Cost - Estimated				Accumulated Depreciation & Expense		
					D Prior Order 12/31/90	E Utility Requested	F County Consultant Adjust	G Total	H Accum. Depr. 12/31/94	I Depr. Expense 1995	J Accum. Depr. 12/31/95
1	General										
2	Computer	1991	16.67%	S/L			1,875 a	1,875	1,094	313	1,407
3	Computer	1992	16.67%	S/L			2,141 a	2,141	892	357	1,249
4	Computer	1991	16.67%	S/L			1,301 a	1,301	759	217	976
5	Vehicle	1989	16.67%	S/L			21,173 a	21,173	19,412	1,761	21,173
6	Retired						(21,173)	(21,173)	(19,412)	(1,761)	(21,173)
7	Vehicle	1992	16.67%	S/L			16,786 a	16,786	6,996	2,798	9,784
8	Mercury Grand	1995	16.67%	S/L			23,516 b	23,516		1,960	1,960
9	Computer printer	1995	16.67%	S/L			386 b	386		32	32
10	Bush Hog	1995	16.67%	S/L			1,255 b	1,255		105	105
11	4 wheel ATV	1995	16.67%	S/L			5,136 b	5,136		428	428
12	Oxygen meter	1995	16.67%	S/L			425 b	425		36	36
13											
14											
15	Totals										
16	a Adjust to cost reflected on tax return:				0	0	52,821	52,821	9,741	6,245	15,986
17	Cost of assets at FYE 12/31/94 per Form 1120										
18	Additions during 1995							43,276			
19	Allowable original cost							9,545			
20	b Supported by response to Document Request No. 7							52,821			

Polk County B.O.C.C.  
 JUL 16 1996 VOLUME 1 27

000901



VILLAGE WATER, LTD.

TEST YEAR: 12/31/95

Contributions in aid of construction & amortization - Water

Draft: 04/24

Preparer: Sheahen

File: VW-2

Line No.	Description	A Date Collected	B Amort. Rate	C Method	D Tap Fees	E Accum. Amort. 12/31/94	H Amort. 1995	F Accum. Amort. 12/31/95
1	Water							
2	Fees	04/01/93	2.78%	S/L	650	30	18	48
3	Fees	06/18/86	2.78%	S/L	650	153	18	171
4	Fees	03/04/85	2.78%	S/L	100	29	3	32
5	Fees	06/02/88	2.78%	S/L	400	72	11	83
6	Fees	10/14/86	2.78%	S/L	200	49	6	55
7	Fees	01/02/87	2.78%	S/L	200	48	6	54
8	Fees	01/02/95	2.78%	S/L	200	0	6	6
9	Fees	01/02/95	2.78%	S/L	200	0	6	6
10	Fees	07/14/85	2.78%	S/L	200	57	6	63
11	Fees	02/22/89	2.78%	S/L	400	64	11	75
12	Fees	01/31/83	2.78%	S/L	200	72	6	78
13	Fees	01/27/87	2.78%	S/L	200	48	6	54
14	Fees	05/20/87	2.78%	S/L	200	46	6	52
15	Fees	01/02/83	2.78%	S/L	200	72	6	78
16	Fees	04/09/84	2.78%	S/L	200	64	6	70
17	Fees	10/04/89	2.78%	S/L	400	57	11	68
18	Fees	08/10/82	2.78%	S/L	200	74	6	80
19	Fees	07/26/83	2.78%	S/L	200	69	6	75
20	Fees	06/28/85	2.78%	S/L	200	57	6	63
21	Fees	04/25/83	2.78%	S/L	200	70	6	76
22	Fees	01/12/87	2.78%	S/L	200	48	6	54
23	Fees	03/01/81	2.78%	S/L	200	83	6	89
24	Fees	07/05/94	2.78%	S/L	200	3	6	9
25	Fees	04/24/90	2.78%	S/L	200	28	6	34
26	Fees	07/01/80	2.78%	S/L	300	115	8	123
27	Fees	05/23/92	2.78%	S/L	200	16	6	22
28	Fees	12/13/90	2.78%	S/L	200	24	6	30

JUL 16 1996 VOLUME 1 27

Polk County B.O.C.C.

000902

VILLAGE WATER, LTD.

TEST YEAR: 12/31/95

Contributions in aid of construction & amortization - Water

Draft: 04/24  
Preparer: Sheahen  
File: VW-2

Line No.	Description	A Date Collected	B Amort. Rate	C Method	D Tap Fees	E Accum. Amort. 12/31/94	H Amort. 1995	F Accum. Amort. 12/31/95
29	Fees	06/01/81	2.78%	S/L	200	81	6	87
30	Fees	07/31/84	2.78%	S/L	200	63	6	69
31	Fees	12/23/85	2.78%	S/L	200	54	6	60
32	Fees	05/09/86	2.78%	S/L	200	52	6	58
33	Fees	04/21/86	2.78%	S/L	200	52	6	58
34	Fees	08/28/89	2.78%	S/L	200	32	6	38
35	Fees	03/21/85	2.78%	S/L	100	29	3	32
36	Fees	04/12/84	2.78%	S/L	100	32	3	35
37	Fees	04/12/84	2.78%	S/L	100	32	3	35
38	Fees	04/01/85	2.78%	S/L	100	29	3	32
39	Fees	03/21/84	2.78%	S/L	100	32	3	35
40	Fees	03/26/84	2.78%	S/L	100	32	3	35
41	Fees	03/02/84	2.78%	S/L	100	32	3	35
42	Fees	09/12/84	2.78%	S/L	100	31	3	34
43	Fees	06/08/85	2.78%	S/L	100	29	3	32
44	Fees	09/12/84	2.78%	S/L	100	31	3	34
45	Fees	03/15/85	2.78%	S/L	100	29	3	32
46	Fees	09/18/84	2.78%	S/L	100	31	3	34
47	Fees	07/09/85	2.78%	S/L	100	28	3	31
48	Fees	06/10/85	2.78%	S/L	100	29	3	32
49	Fees	03/28/85	2.78%	S/L	100	29	3	32
50	Fees	12/09/86	2.78%	S/L	100	24	3	27
51	Fees	06/18/84	2.78%	S/L	100	32	3	35
52	Fees	01/17/86	2.78%	S/L	100	27	3	30
53	Fees	10/14/86	2.78%	S/L	100	25	3	28
54	Fees	10/09/85	2.78%	S/L	100	28	3	31
55	Fees	10/18/85	2.78%	S/L	100	28	3	31
56	Fees	12/06/84	2.78%	S/L	100	30	3	33

Polk County B.O.  
JUL 16 1996 VOLUME 1 27

000903

VILLAGE WATER, LTD.

TEST YEAR: 12/31/95

Contributions in aid of construction & amortization - Water

Draft: 04/24

Preparer: Sheahan

File: VW-2

Line No.	Description	A	B	C	D	E	H	F
		Date Collected	Amort. Rate	Method	Tap Fees	Accum. Amort. 12/31/94	Amort. 1995	Accum. Amort. 12/31/95
57	Fees	03/26/86	2.78%	S/L	100	26	3	29
58	Fees	02/28/85	2.78%	S/L	100	30	3	33
59	Fees	10/31/84	2.78%	S/L	100	31	3	34
60	Fees	08/11/85	2.78%	S/L	100	29	3	32
61	Fees	02/28/85	2.78%	S/L	100	30	3	33
62	Fees	02/04/85	2.78%	S/L	650	177	18	195
63	Fees	01/22/86	2.78%	S/L	650	161	18	179
64	Fees	03/16/92	2.78%	S/L	650	50	18	68
65	Fees	12/30/86	2.78%	S/L	650	144	18	162
66	Fees	09/22/86	2.78%	S/L	400	91	11	102
67	Fees	06/30/92	2.78%	S/L	650	45	18	63
68	Fees	02/13/84	2.78%	S/L	400	119	11	130
69	Fees	10/23/86	2.78%	S/L	650	147	18	165
70	Fees	07/01/85	2.78%	S/L	400	104	11	115
71	Fees	07/12/82	2.78%	S/L	1,380	472	38	510
72	Fees	04/15/85	2.78%	S/L	400	106	11	117
73	Fees	04/05/85	2.78%	S/L	400	106	11	117
74	Fees	04/11/83	2.78%	S/L	400	128	11	139
75	Fees	08/13/83	2.78%	S/L	400	125	11	136
76	Fees	03/05/82	2.78%	S/L	400	140	11	151
77	Fees	12/27/82	2.78%	S/L	400	132	11	143
78	Fees	12/30/86	2.78%	S/L	3,680	816	102	918
79	Fees	06/22/88	2.78%	S/L	1,660	299	46	345
80	Fees	11/10/89	2.78%	S/L	1,660	234	46	280
81	Fees	12/26/84	2.78%	S/L	400	110	11	121



VILLAGE WATER, LTD.

TEST YEAR: 12/31/95

Contributions in aid of construction & amortization - Water

Draft: 04/24

Preparer: Sheahen

File: VW-2

Line No.	Description	A Date Collected	B Amort. Rate	C Method	D Tap Fees	E Accum. Amort. 12/31/94	H Amort. 1995	F Accum. Amort. 12/31/95
82	Fees	01/02/95	2.78%	S/L	200		6	6
83	Fees	09/06/95	2.78%	S/L	650		18	18
84								
85								
86	Totals				<u>27,930</u>	<u>6,272</u>	<u>791</u>	<u>7,039</u>
87								

Note: The water fees have been collected from customer connecting the the system. These fees have been recorded as revenue and related cost of connection was expensed. Therefore, the impact on Rate Base is zero and these fees have not been included as a component of Rate Base.

Polk County B.O.C.C.  
JUL 16 1996 VOLUME 1 27

000905

VILLAGE WATER, LTD.

TEST YEAR: 12/31/95

Contributions in aid of construction & amortization - Sewer

Draft: 04/24

Preparer: Sheahen

File: VW-2

Line No.	Description	Date Collected	Amort. Rate	Method	Tap Fees	Accum. Amort. 12/31/94	Amort. 1995	Accum. Amort. 12/31/95
1	Sewer							
2	Fees	02/04/85	2.78%	S/L	980	266	27	293
3	Fees	01/22/86	2.78%	S/L	980	241	27	268
4	Fees	12/30/86	2.78%	S/L	980	216	27	243
5	Fees	09/22/86	2.78%	S/L	600	140	17	157
6	Fees	06/30/92	2.78%	S/L	900	63	25	88
7	Fees	02/13/84	2.78%	S/L	600	184	17	201
8	Fees	10/23/86	2.78%	S/L	980	221	17	248
9	Fees	07/01/85	2.78%	S/L	600	160	17	177
10	Fees	07/12/82	2.78%	S/L	980	335	27	362
11	Fees	04/11/83	2.78%	S/L	600	198	17	215
12	Fees	08/13/83	2.78%	S/L	600	193	17	210
13	Fees	03/05/82	2.78%	S/L	600	217	17	234
14	Fees	12/30/86	2.78%	S/L	6,650	1,480	185	1,665
15	Fees	06/22/98	2.78%	S/L	2,600	468	72	540
16	Fees	11/10/89	2.78%	S/L	2,600	366	72	438
17	Fees	12/26/84	2.78%	S/L	600	170	17	187
18	Fees	09/06/95	2.78%	S/L	900		25	25
20								
21	Totals				22,750	4,917	633	5,550

Note: The sewer fees have been collected from customer connecting the the system. These fees have been recorded as revenue and related cost of connection was expensed. Therefore, the impact on Rate Base is zero and these fees have not been included as a component of Rate Base.

VILLAGE WATER, LTD.  
TEST YEAR: 12/31/95  
Non-Used and useful facilities

Draft: 04/24  
Preparer: Sheahan  
File: VW-2

Line No.	Month	WATER			Peak Day	SEWER	
		Water Purchased - Lakeland (000) Mstr	Wspr-Wood	Total		Treated (000)	Avg. Daily Flow
Monthly Plant Statistics							
1	January, 1995	2,520	415	2,935	0	1,427	48
2	February	2,105	281	2,386	0	1,465	52
3	March	2,193	298	2,491	0	1,528	49
4	April	2,356	372	2,728	0	1,297	43
5	May	1,903	388	2,291	0	1,140	37
6	June	2,215	448	2,663	0	1,470	49
7	July	2,180	448	2,628	0	1,678	58
8	August	1,956	557	2,513	0	1,625	52
9	September	1,926	494	2,420	0	1,602	53
10	October	2,205	399	2,604	0	1,392	45
11	November	2,069	223	2,292	0	1,330	44
12	December	2,371	345	2,716	0	988	33
13							
14	Total			<u>30,667</u>		<u>16,938</u>	
15	Average day			84			
16	Peak Day						
17	Average day - max month				Q a		
18	Allowance for growth at 13% (b)						56
19							7
20	Total used & useful						<u>63</u>
21							
22	Authorized Capacity				Q a		75
23							
24	Excess Capacity - Plant				None		12
25							
26	Non-Used & Useful % - Plant & Land				0.00% a		16.00%
27							
28	Cost - Land					Cost	
29	Cost - Plant					19,000	Depr. Exp.
30	Accumulated Depreciation - Plant			0		288,892	
31	Subtotal			<u>0</u>		<u>(50,445)</u>	
32	Non-used & useful - Plant & Depreciation expense			<u>0</u>			<u>257,448</u>
33					Q		<u>41,182</u>
34	Lots						
35	Residential			140			
36	General Service			122		0	
37	Total available			<u>262</u>		<u>80</u>	
38					262		80
39	Customers						
40	Year end customers			183		30	
41	Allowance for growth at 13% (b)			24		4	
42	Total being served			<u>207</u>		<u>34</u>	
43	Excess Capacity - Lines			<u>65</u>		<u>48</u>	
44							
45	Non-Used & Useful % - Lines				21.07%		57.63%
46							
47	Cost - Lines			Cost	Depr. Exp.	Cost	Depr. Exp.
48	Accumulated Depreciation - Lines			38,904		73,748	
49	Subtotal			<u>(11,625)</u>		<u>(3,447)</u>	
50	Non-used & useful - Lines & Depreciation expense			<u>25,280</u>	<u>808</u>	<u>70,299</u>	<u>853</u>
51				<u>8,327</u>	<u>170</u>	<u>40,510</u>	<u>481</u>

52 Note a - All water purchased from City of Lakeland; therefore, there is no non-used & useful  
53 Note b - Based on average annual growth from 1989 to 1995 factored by 1.5 for 18 months



**RATE OF RETURN**

VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Rate of Return

Draft: 04/24  
 Preparer: Sheahan  
 File: VW-2

Line No.	A	B	C	D	E	F	G	H
	Requested 12/31/95	Adjust	County Consultant	%	Rate Base	Annual Rate	Return	Weighted Cost
1	Long Term Debt							
2	Customer deposits							
3	Note payable	\$0	\$6,700					
4	1995 Adds	81,703	0					
5		150,000	98,689	\$6,700 b) 1.56%	5,049	6.00%	303	
6				81,703 b) 19.04%	61,568	0.00%	0	
7				248,689 c) 57.97%	187,402	10.25% d)	19,209	
8	Equity Capital	231,703	105,389	337,092	254,019			
9		91,916	0	91,916 b) 21.43%	69,264	11.88% a)	19,512	6.04%
10				<del>429,008</del>	<del>100.00%</del>		8,229	2.55%
11		<u>\$323,619</u>	<u>\$105,389</u>	<u>\$429,008</u>	<u>100.00%</u>	<u>\$323,283</u>	<u>\$27,740</u>	<u>8.58%</u>
12				Water	59,768	18%		
13				Sewer	263,515	82%		
14					<u>\$323,283</u>	100%		
15								
16								
17								
18								
19								
20								
21								
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29								
30								
31								
32								
33								

a) Leverage Graph Formula established by the Florida Public Service Commission in Docket No. 950006-WS, dated 3/10/95

Return on Common Equity = 9.05 percent + 1.1310

Equity Ratio  
 0.0113  
 0.2143

14.33% = 9.05%  
 or 14.33%

**11.88%**

- Return is capped at the lesser of 11.88% or 14.33%
- b) Balance sheet at 12/31/95
- c) 1995 additions, net of portion funded from equity and debt
- d) Prime, plus 2% (Prime at 2/29/96 = 8.25%)

VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Rate of Return

Draft: 04/24  
 Preparer: Sheahen  
 File: VW-2

Line No.	A	B	C	D	E	F	G	H
	Requested 12/31/95	Adjust	County Consultant	%	Rate Base	Annual Rate	Return	Weighted Cost
1	Long Term Debt							
2	Customer deposits	\$0	\$6,700					
3	Note payable	81,703	0	1.56%	5,049	6.00%	303	
4	1995 Adds	150,000	98,689	19.04%	61,568	0.00%	0	
5			248,689	57.97%	187,402	10.25%	19,209	
6		<u>231,703</u>	<u>337,092</u>	<u>78.57%</u>	<u>254,019</u>		<u>19,512</u>	<u>6.04%</u>
7								
8	Equity Capital							
9		91,916	0	21.43%	69,264	11.88%	8,229	2.55%
10		<u>\$323,619</u>	<u>\$105,389</u>	<u>100.00%</u>	<u>\$323,283</u>		<u>\$27,740</u>	<u>8.58%</u>
11								
12			Water		59,768	18%		
13			Sewer		263,515	82%		
14					<u>\$323,283</u>	<u>100%</u>		

a) Leverage Graph Formula established by the Florida Public Service Commission in Docket No. 950006-WS, dated 8/10/95

$$\begin{array}{r}
 \text{Return on Common Equity} = 9.05 \text{ percent} + \\
 \frac{1.1310}{\text{Equity Ratio}} \\
 14.33\% = 9.05\% + \frac{0.0113}{0.2143} \\
 \boxed{11.88\%}
 \end{array}$$

Return is capped at the lesser of 11.88% or 14.33%

- b) Balance sheet at 12/31/95
- c) 1995 additions, net of portion funded from equity and debt
- d) Prime, plus 2% (Prime at 2/29/96 = 8.25%)



**CALCULATION OF RATES**

VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Revenue, Expenses and Return on Rate Base -- Proposed Rates

Draft: 04/24  
 Preparer: Sheahan  
 File: VW-2

Line No.	A		B	C	D	E	F	G	H	I
	Requested by Utility*				County Consultant's Recommended					
	Water	Sewer	Allocation Factor	Requested 12/31/95	Adjustments (\$7,513)	Adjusted 12/31/95	Allocation Factor	Water	Sewer	
	\$101,630	\$95,367		\$197,017		\$189,504		\$90,958	\$98,546	
1	Operating Revenues									
2										
3	Operating Expenses:									
4	Accounting & legal	3,056	2,325	56.79%	5,381	(750) a	4,631	75.00%	3,473	1,158
5	Bad debt expense	168	29	85.51%	197		197	75.00%	148	49
6	Contract labor	201	963	17.27%	1,164		1,164	0.00%	0	1,164
7	Computer expense	598	245	70.93%	843		843	75.00%	632	211
8	Insurance expense	781	3,739	17.27%	4,520		4,520	13.00%	588	3,932
9	Bank charges	365	278	56.79%	643		643	75.00%	482	161
10	Office expense	163	67	70.93%	230		230	75.00%	173	57
11	Professional services	4,825	1,977	70.93%	6,802	(3,000) a	3,802	75.00%	2,852	950
12	Rent	0	0	0.00%	0	15,264 h	15,264	12.50%	1,908	13,356
13	Repairs & maintenance	1,504	7,207	17.27%	8,711		8,711	13.00%	1,132	7,579
14	Sewer plant expense	0	27,899	0.00%	27,899		27,899	0.00%	0	27,899
15	Telephone expenses	345	61	85.07%	406		406	75.00%	305	101
16	Purchased water	47,667	0	100.00%	47,667		47,667	100.00%	47,667	0
17	Billing & monthly operations reports	6,431	1,129	85.07%	7,560	(3,268) b	4,294	75.00%	3,221	1,073
18	Accounts payable/receivable/acctg.	15,640	6,410	70.93%	22,050	(8,247) c	13,803	75.00%	10,352	3,451
19	Meter reading	2,756	484	85.07%	3,240	(1,800) d	1,640	75.00%	1,230	410
20	Daily line & plant checks	1,026	4,914	17.27%	5,940	(2,833) e	3,007	13.00%	391	2,616
21	Water leak repairs	10,228	0	100.00%	10,228	(4,046) f	6,182	100.00%	6,182	0
22	Lift station & sewer line repairs	0	3,409	0.00%	3,409	(1,486) g	1,923	0.00%	0	1,923
23										
24	Total O & M expenses	95,754	61,136		156,890	(10,062)	146,828		80,736	66,092
25	Other expenses (Rev.)									
26	Depreciation	2,751	8,227		10,978	2,247 i	13,225		844	12,381
27	Non-used & useful					(2,506) i	(2,506)		(170)	(2,336)
28	Depreciation - General					6,245 i	6,245	75.00%	4,684	1,561
29	Property taxes	483	2,312	17.27%	2,795		2,795	13.00%	363	2,432
30	Other revenues					(4,820) j	(4,820)	13.00%	(627)	(4,193)
31										
32	Total other expenses (Rev.)	3,234	10,539		13,773	1,166	14,939		5,094	9,845
33										
34	Return on Rate Base	\$2,642	\$23,712		\$26,354	\$1,384	\$27,738		\$5,128	\$22,610
35										
36	Rate Base	\$31,340	\$281,261		\$312,622		\$323,283		\$59,768	\$263,515
37	Rate of Return on Rate Base	8.43%	8.43%		8.43%		8.58%		8.58%	8.58%
38										
39	* Revised request, dated 3/13/95									

Polk County B.O.C.C.

JUL 16 1996 VOLUME 1 27

000911

Polk County B.O.C.C.

JUL 16 1996 VOLUME 1 27

VILLAGE WATER, LTD.  
TEST YEAR: 12/31/95  
Adjustments.

Draft: 04/24  
Preparer: Sheehen  
File: VW-2

Line No.	A	B	C	D	E
1	(a) Accounting & legal:				Adjust
2	Rate Case Expense				
3	Actual amount expensed in FYE 12/31/95				\$3,250
4					<u>4,000</u>
5	Adjustment				
7	Explanation: To reflect 4 year amortization of rate case expense.				<span style="border: 1px solid black; padding: 2px;">(\$750)</span>
8	Utility Costs -				
9	Preparation of exhibits				\$12,000
10	Legal				<u>0</u>
11	Total Utility				\$12,000
12	Costs paid to County -				
13	Filing Fee				<u>1,000</u>
14	Rate Case Expense				\$13,000
15	Years of Amortization				<u>4</u>
16	Amortization				<u>\$3,250</u>
17					
18	Amortization of professional services associated with				
19	periodic regulatory filings (\$19,010 / 5 years)				
20	Requested				\$3,802
21					<u>6,802</u>
22	Adjustment				
23					<span style="border: 1px solid black; padding: 2px;">(\$3,000)</span>
24	(b) To reflect expenses incurred on behalf of utility but not recorded:				
25	Billing / reports / correspondence				
26	Hours per month				
27	Months				24
28	Annual hours				<u>12</u>
29	*(260 days-10 vac-6 sick-6 holiday X 8 hours) = 1,904 hours				288
30	Rate of pay				\$25,573 / 1,904 \$13.43
31	Health insurance				105 / 1,904 0.06
32	Unemployment 3.5%				245 / 1,904 0.13
33	Payroll taxes 7.65%				1,956 / 1,904 1.03
34	Workman's comp. (2/100)				511 / 1,904 <u>0.27</u>
35	Hourly rate				
36	Allowed expense				\$14.91
37	Requested expense				<u>4,294</u>
38					7,560
39	Adjustment				
40					<span style="border: 1px solid black; padding: 2px;">(\$3,266)</span>



VILLAGE WATER, LTD.  
TEST YEAR: 12/31/95  
Adjustments

Draft: 04/24  
Preparer: Sheahen  
File: VW-2

Line No.	A	B	C	D	E
41	(c) Mail / banking / accounts payable / accounts receivable / customer service				Adjust
42	Hours per month				
43	Months				70
44	Annual hours				12
45	Rate of pay				840
46	\$26,000 /	1,904	\$13.66		
47	Health insurance	2,533 /	1,904	1.33	
48	Unemployment 3.5%	245 /	1,904	0.13	
49	Payroll taxes 7.65%	1,989 /	1,904	1.04	
50	Workman's comp.	520 /	1,904	0.27	
51	Hourly rate				
51	Allowed expense				\$16.43
52	Requested expense				13,803
53	Adjustment				22,050
54					(\$8,247)
55	(d) Meter reading				
56	Hours per month				
57	Months				12
58	Annual hours				12
59	Rate of pay				144
60	\$17,105 /	1,904	\$8.98		
61	Health insurance	988 /	1,904	0.52	
62	Unemployment 3.5%	245 /	1,904	0.13	
63	Payroll taxes 7.65%	1,309 /	1,904	0.69	
64	Workman's comp.	2,041 /	1,904	1.07	
65	Hourly rate				
65	Allowed expense				\$11.39
66	Requested expense				1,640
67	Adjustment				3,240
68					(\$1,600)
69	(e) Daily line and plant checks				
70	Hours per month				
71	Months				22
72	Annual hours				12
73	Rate of pay				264
74	\$17,105 /	1,904	\$8.98		
75	Health insurance	988 /	1,904	0.52	
76	Unemployment 3.5%	245 /	1,904	0.13	
77	Payroll taxes 7.65%	1,309 /	1,904	0.69	
78	Workman's comp.	2,041 /	1,904	1.07	
79	Hourly rate				
79	Allowed expense				\$11.39
80	Requested expense				3,007
81	Adjustment				5,940
82					(\$2,933)

VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Adjustments

Draft: 04/24  
 Preparer: Sheahen  
 File: VW-2

Line No.		A	B	C	D	E
83	(f) Water leak repairs					Adjust
84	Hours per month					
85	Months					30
86	Annual hours					12
87	Rate of pay					360
88	Health insurance	\$26,546 /	1,904	\$13.94		
89	Unemployment 3.5%	1,137 /	1,904	0.60		
90	Payroll taxes 7.65%	245 /	1,904	0.13		
91	Workman's comp.	2,031 /	1,904	1.07		
92	Hourly rate	2,740 /	1,904	1.44		
93	Allowed expense				\$17.17	
94	Requested expense				6,192	
95					10,228	
96	Adjustment					
97						(\$4,046)
98	(g) Lift station & sewer line repairs					
99	Hours per month					
100	Months					10
101	Annual hours					12
102	Rate of pay					120
103	Health insurance	\$26,546 /	2,040	\$13.01		
104	Unemployment 3.5%	1,137 /	2,040	0.56		
105	Payroll taxes 7.65%	245 /	2,040	0.12		
106	Workman's comp.	2,031 /	2,040	1.00		
107	Hourly rate	2,740 /	2,040	1.34		
108	Allowed expense				\$16.03	
109	Requested expense				1,923	
110					3,409	
111	Adjustment					
112						(\$1,486)

VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Adjustments

Draft: 04/24  
 Preparer: Sheahen  
 File: VW-2

Line No.	A	B	C	D	E
113	(h) To adjust rent expense				Adjust
114			Plant Site	Spray Irrigation	
115			\$24,000	\$15,000	
116			9,433	9,000	
117			14,312	20,000	
118			135,000	180,000	
119			(19,000)		
120		16.0%	(18,560)	(28,800)	
121			97,440	151,200	
122			8.58%	8.58% ok	
123			\$8,360	\$12,973	
124			\$6,000	\$4,800	\$10,800
125					3,600
126					864
127					15,264
128					0
129					
130					
131					\$15,264
132	(i) To adjust depreciation for FYE 12/31/95				
133					
134				844	
135				12,381	
136				13,225	
137				10,978	
138					
139					\$2,247
140					
141					(\$2,506)
142					
143					\$6,245
144	(j) To record other income per response to Document Request No. 1 & 8				
145					
146				65,538	
147				52,330	
148				117,868	
149			124,738		
150			(2,050)		
151				122,688	
152					(\$4,820)



VILLAGE WATER, LTD.

TEST YEAR: 12/31/95

Computation of Recommended Rates - Water

Draft: 07/12

Preparer: Sheehen

File: VW-2

Line No.		A	B	C	D
		Allocated to Base Charge	Recommended Revenue	Base Charge	Volume Charge
1	Accounting & legal	100.00%	\$3,473	\$3,473	\$0
2	Bad debt expense	100.00%	148	148	0
3	Contract labor	0.00%	0	0	0
4	Computer expense	100.00%	632	632	0
5	Insurance expense	100.00%	588	588	0
6	Bank charges	0.00%	482	0	482
7	Office supplies	50.00%	173	87	87
8	Professional services	50.00%	2,852	1,426	1,426
9	Rent	100.00%	1,908	1,908	0
10	Repairs & maintenance	75.00%	1,132	849	283
11	Sewer plant expense	25.00%	0	0	0
12	Telephone expenses	100.00%	305	305	0
13	Purchased water	0.00%	47,667	0	47,667
14	Billing & monthly operations reports	100.00%	3,221	3,221	0
15	Accounts payable/receivable/acctg.	100.00%	10,352	10,352	0
16	Meter reading	100.00%	1,230	1,230	0
17	Daily line & plant checks	100.00%	391	391	0
18	Water leak repairs	100.00%	6,182	6,182	0
19	Lift station & sewer line repairs	100.00%	0	0	0
20	Depreciation & amortization	100.00%	5,358	5,358	0
21	Property taxes	100.00%	363	363	0
22	Other revenues	100.00%	(627)	(627)	0
23	Return on Rate Base	40.00%	5,128	2,051	3,077
24					
25	Total revenue requirement		<u>\$90,958</u>	<u>37,936</u>	<u>53,021</u>
26			0		0.0000
27	Weighted Bills			3,178	
28	Volumes (Gallons Billed in 000)				22,820
29					
30					
31	Base Charge(Capacity Costs-Misc.Revenues)/Weighted Bills)			<u>\$11.84</u>	
32					
33	Consumption Charge (Volumetric Costs/Volume)				<u>\$2.32</u>
34					
35					
36					
37	Computation of Billable Consumption (Stated in thousands):				
38	Gallons purchased				30,667
39	Lost water attributed to line breaks/flushing				(11,527)
40	Allowance for unaccounted > 12%				(3,680)
41					
42	Historical Consumption				<u>22,820</u>

VILLAGE WATER, LTD.

TEST YEAR: 12/31/95

Development of Equivalent Residential Connections - Water

Draft: 04/24  
Preparer: Sheahen  
File: VW-2

Line No.	WEIGHTING OF UTILITY BILLS Class/Meter Size	Test Year		
		Weighting Factor (AWWA)	Number of Bills	Number of Weighted Bills
1	Residential			
2	All meter sizes	1.0	1,696	1,696
3				
4				
5				
6	General Service -			
7	3/4"			
8	1"	1.0	180	180
9	1.5"	2.5	60	150
10	2"	5.0	96	480
11	3"	8.0	84	672
12	4"	16.0	0	0
13	8"	25.0	0	0
14		80.0	0	0
15				
16				
17				
18				
			2,116 a	3,178

a Total per response to Data Request No. 8

VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Computation of Recommended Rates - Sewer

Draft: 07/12  
 Preparer: Sheahen  
 File: VW-2

Line No.	A	B	C	D	
	Allocated to Base Charge	Recommended Revenue	Base Charge	Volume Charge	
1	Accounting & legal	100.00%	\$1,158	\$1,158	\$0
2	Bad debt expense	100.00%	49	49	0
3	Contract labor	0.00%	1,164	0	1,164
4	Computer expense	100.00%	211	211	0
5	Insurance expense	100.00%	3,932	3,932	0
6	Bank charges	0.00%	161	0	161
7	Office supplies	50.00%	57	29	29
8	Professional services	50.00%	950	475	475
9	Rent	100.00%	13,356	13,356	0
10	Repairs & maintenance	75.00%	7,579	5,684	1,895
11	Sewer plant expense	25.00%	27,899	6,975	20,924
12	Telephone expenses	100.00%	101	101	0
13	Purchased water	0.00%	0	0	0
14	Billing & monthly operations reports	100.00%	1,073	1,073	0
15	Accounts payable/receivable/acctg.	100.00%	3,451	3,451	0
16	Meter reading	100.00%	410	410	0
17	Daily line & plant checks	100.00%	2,616	2,616	0
18	Water leak repairs	100.00%	0	0	0
19	Lift station & sewer line repairs	100.00%	1,923	1,923	0
20	Depreciation & amortization	100.00%	11,606	11,606	0
21	Property taxes	100.00%	2,432	2,432	0
22	Other revenues	100.00%	(4,193)	(4,193)	0
23	Return on Rate Base	14.00%	22,610	3,165	19,444
24					
25	Total revenue requirement		<u>\$98,546</u>	54,455	44,092 0.0000
26			0		
27	Weighted Bills			1,374	
28	Volume (Gallons Billed in 000)				12,200
29					
30					
31	Base Charge(Capacity Costs-Misc.Revenues)/Weighted Bills)			<u>\$39.63</u>	
32					
33	Consumption Charge (Volumetric Costs/Volume)				<u>\$3.61</u>
34					



VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Development of Equivalent Residential Connections - Sewer

Draft: 04/24  
 Preparer: Sheahen  
 File: VW-2

A B C

Test Year

Line No.	WEIGHTING OF UTILITY BILLS Class/Meter Size	Weighting Factor (AWWA Factors)	Number of Bills	Number of Weighted Bills
1	Residential -			
2	All meter sizes	1.0	n/a	0
3				
4				
5	General Service -			
6	3/4"	1.0	132	132
7	1"	2.5	60	150
8	1.5"	5.0	84	420
9	2"	8.0	84	672
10	3"	16.0	0	0
11	4"	25.0	0	0
12	8"	80.0	0	0
13				
14				
15				
16			<u>360</u>	<u>1,374</u>

REVENUE PROOF

VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Revenue proof applying Proposed Rates - Water

Draft: 04/24  
 Preparer: Sheahen  
 File: VW-2

Explanation: Provide a calculation of revenues at proposed rates using the billing analysis. Explain any differences between these revenues and booked revenues.

Line No.	Class/Meter Size	A Hist. No. of Bills	B Consumption (000)		D Existing Rates	E Requested Rates	F Recommended Rates	G Revenues at Existing	H Revenues at Requested	I Revenues at Recommended
			Request	Consultant						
1	Residential -									
2	All meter sizes	1,696			\$9.25	\$13.74	\$11.94	\$15,688	\$23,303	\$20,250
3										
4										
5	General Service -									
6	3/4"	180			9.25	13.74	11.94	1,665	2,473	2,149
7	1"	60			15.00	34.35	29.85	900	2,061	1,791
8	1.5"	96			25.00	68.71	59.70	2,400	6,596	5,731
9	2"	84			55.00	109.93	95.52	4,620	9,234	8,024
10	3"	0			0.00	219.84	191.04	0	0	0
11	4"	0			0.00	343.53	298.50	0	0	0
12	8"	0			0.00	1,099.30	955.20	0	0	0
13										
14	Gallons (000)		22,820	22,820	1.75	2.68	2.32	39,935	61,158	52,942
15										
16										
17										
18	Total statistics	2,116	22,820	22,820						
19										
20	Total revenues							\$65,208	\$104,625	\$90,888
21										
22	Gross Revenue Requirement Requested							65,538 <sup>a</sup>	101,630	90,958
23										
24	Difference							(\$330)	\$3,195	(\$70)
25										
26	% Difference							-0.50%	3.14%	-0.08%
27										
28										

<sup>a</sup> Total revenue for FYE 12/31/95 per response to Data Request No. 8

Polk County B.O.C.  
 JUL 16 1996 VOLUME 1 27

0009221



VILLAGE WATER, LTD.  
 TEST YEAR: 12/31/95  
 Revenue proof applying Proposed Rates - Sewer

Draft: 04/24  
 Preparer: Sheahan  
 File: VW-2

Explanation: Provide a calculation of revenues at proposed rates using the billing analysis. Explain any differences between these revenues and booked revenues.

Line No.	Class/Meter Size	A Number of Bills	B Billable Flow	C Existing Rates	D Requested Rates	E Recommended Rates	F Revenues at Existing	G Revenues at Requested	H Revenues at Recommended
1	Residential -								
2	All meter sizes	n/a							
3									
4									
5	General Service -								
6	3/4"	132		\$25.00	\$41.08	\$39.63	\$3,300	\$5,423	\$5,231
7	1"	60		\$55.00	\$102.69	\$99.08	3,300	6,181	5,945
8	1.5"	84		\$110.00	\$205.38	\$198.15	9,240	17,252	16,645
9	2"	84		\$180.00	\$328.61	\$317.04	15,120	27,603	26,631
10	3"	0		\$0.00	\$857.28	\$834.08	0	0	0
11	4"	0		\$0.00	\$1,026.90	\$990.75	0	0	0
12	6"	0		\$0.00	\$3,286.07	\$3,170.40	0	0	0
13									
14									
15	Gallonage charge		12,200 b	\$1.75	\$4.07	\$3.61	21,350	49,654	44,042
16									
17									
18									
19									
20	Total statistics	360							
21									
22	Total revenues						\$52,310	\$106,093	\$98,494
23									
24	Gross Revenue Requirement Requested						52,330 b	95,387	98,546
25									
26	Difference						(\$20)	\$10,706	(\$53)
27									
28	% Difference						-0.04%	11.22%	-0.05%
29									
30	a Imputed billable flow required to make revenue proof work								
31	b Total revenue for FYE 12/31/95 per response to Data Request No. 8								

Polk County B.O.C.C.  
 JUL 16 1996 VOLUME 1 27

000932

**EXHIBIT D**

**WATER TARIFF**

**VILLAGE WATER LTD.**  
**NAME OF COMPANY**

**FILED WITH**

**FLORIDA PUBLIC SERVICE COMMISSION**

ORIGINAL SHEET NO. 1.0

WATER TARIFF

VILLAGE WATER, LTD.

POST OFFICE BOX 2211

LAKELAND, FL 33806

(941) 665-8242 & (941) 665-0932  
(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE



ORIGINAL SHEET NO. 20

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

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Communities Served Listing .....	3.0
Description of Territory Served .....	5.0
Index of	
Rates and Charges Schedules .....	13.0
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Service Availability Policy .....	25.0
Standard Forms .....	20.0
Technical Terms and Abbreviations .....	6.0-6.1
Territory Served .....	4.0

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>COUNTY</u>	<u>DEVELOPMENT NAME</u>	<u>RATE SCHEDULE</u>	<u>SHEET NO.</u>
POLK	DAWN HEIGHTS MOBILE HOME PARK	RS	16.0
POLK	G-M INDUSTRIAL PARK	GS	15.0
POLK	MUSTANG VILLAGE INDUSTRIAL PARK	GS	15.0
POLK	RUTHVEN INDUSTRIAL SITE	GS	15.0
POLK	SADDLE CREEK VILLAGE SUBDIVISION	GS	15.0
POLK	SANDY RIDGE INDUSTRIAL PARK	GS	15.0

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 4.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - POLK

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type  
Grandfather

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE



ORIGINAL SHEET NO. 5.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

This area encompasses the following described area of Polk County, Florida:

In Township 28 South, Range 24 East, Polk County, Florida:

Section 24: The Southwest 1/4 of Southeast 1/4.

Section 25: The West 3/4 Less the North 1/8 of Northwest 1/4.

Section 26: The South 1/2 of the Northeast 1/4 less the North 247 feet thereof, and the Southeast 1/4.

Section 35: The East 1/2.

Section 36: All Less (a) the Southeast 1/4 of Southeast 1/4 and (b) that part of the Southwest 1/4 of Southeast 1/4 described as: begin at the intersection of the West line of the southwest 1/4 of Southeast 1/4 of Section 36 with the North right-of-way line of State Road 540, being 19 feet North of the Southwest corner of the Southwest 1/4 of Southeast 1/4, run thence North 519 feet, thence turn right an angle of 89 degrees from North to East and run East 587.38 feet, thence turn left an angle of 45 degrees from East to Northeast and run Northeast 331.75 feet, thence turn left an angle of 44 degrees 30 feet from Northeast to North and run North 549 feet, more or less, to the North line of the Southwest 1/4 of Southeast 1/4, thence run East 509 feet, more or less, to the Northeast corner of Southwest 1/4 of Southeast 1/4, thence South 1314 feet, more or less, to the North right-of-way line of State Road South 540, thence Westerly along said North right-of-way line 1321.84 feet to the point of beginning.

And in Section 26, Township 28 South, Range 24 East:

The North 1/2 of the Northeast 1/4 less the North 1/8 of the East 3/4 of the said Northeast 1/4; and also, the North 247 feet of the South 1/2 of the Northeast 1/4; and also, the Southeast 1/4 of the Northwest 1/4; and also, the East 1/2 of the Southwest 1/4; and also, the South 2 1/2 acres of the Southwest 1/4 of the Southwest 1/4.

In Section 35, Township 28 South, Range 24 East:

The Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4.

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 6.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum amount the utility may 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 water service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of 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" - Village Water, Ltd.
- 6.0 "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.
- 7.0 "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.
- 8.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.
- 9.0 "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.
- 10.0 "RATE" - Amount which the utility may charge for water service which is applied to the customer's actual consumption.
- 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.

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 6.1

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

(Continued from Sheet No. 6.0)

- 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.

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE



ORIGINAL SHEET NO 7.0

NAME OF COMPANY VILLAGE WATER LTD.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills for Meter Error .....	12.0	24.0
All Water Through Meter .....	12.0	22.0
Applications .....	9.0	3.0
Applications by Agents .....	9.0	4.0
Change of Customer's Installation .....	10.0	10.0
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Customer Billing .....	11.0	15.0
Delinquent Bills .....	11.0	16.0
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Filing of Contracts .....	12.0	28.0
General Information .....	9.0	1.0
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(Continued to Sheet No. 8.0)

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 8.0

NAME OF COMPANY VILLAGE WATER, LTD.

**WATER TARIFF**

(Continued from Sheet No. 7.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 9.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

The Company shall provide water service to all customers requiring such service within its certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.

- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

In no case shall a customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension, re-metering, 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.

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE



ORIGINAL SHEET NO. 10.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service.
- 9.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service, the Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.
- Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.
- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 11.0

NAME OF COMPANY VILLAGE WATER, LTD.

**WATER TARIFF**

(Continued from Sheet No. 10.0)

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

15.0 CUSTOMER BILLING - Bills for water service will be rendered monthly as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.

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

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

16.0 DELINQUENT BILLS - When it has been determined that a customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.

17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.

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

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 12.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

(Continued from Sheet No. 11.0)

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida's Administrative Code.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE



ORIGINAL SHEET NO. 13.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	14.0
General Service, GS .....	15.0
Meter Test Deposit .....	17.0
Miscellaneous Service Charges .....	18.0-18.1
Residential Service, RS .....	16.0
Service Availability Fees and Charges .....	19.0

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 14.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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

	<u>Residential</u>	<u>General Service</u>
3/4"	<u>25.00</u>	<u>50.00</u>
1"	<u>N/A</u>	<u>50.00</u>
1 1/2"	<u>N/A</u>	<u>100.00</u>
2"	<u>N/A</u>	<u>125.00</u>
4"	<u>N/A</u>	<u>150.00</u>
6"	<u>N/A</u>	<u>300.00</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customer's account during the month of April each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING - Grandfather

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 15.0

NAME OF COMPANY VILLAGE WATER, LTD.

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 - \$2.32 per 1000 gallons usage (all meter sizes)

<u>MINIMUM CHARGE</u> -	3/4" Meter.....	11.94
	1" Meter.....	29.85
	1-1/2" Meter.....	59.70
	2" Meter.....	95.52
	3" Meter.....	191.04
	4" Meter.....	298.50
	8" Meter.....	955.20

TERMS OF PAYMENT - Bills are due on the 21st day of the month following billing. If not paid by the due date a \$3.00 late charge will be added and customers notified of the disconnect date for non-payment. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Grandfather

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE



ORIGINAL SHEET NO. 16.0

NAME OF COMPANY VILLAGE WATER, LTD.

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 - Monthly
- RATE - \$2.32 per 1000 gallons usage
- MINIMUM CHARGE - 3/4" Meter..... 11.94
- TERMS OF PAYMENT - Bills are due on the 21st day of the month following billing. If not paid by the due date a \$3.00 late charge will be added and customers notified of the disconnect date for non-payment. In accordance with Rule 25-30.320, Florida Administrative Code, if a customer is delinquent in paying the bill for water service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Grandfather

JERARD A. KENT  
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PRESIDENT  
TITLE

ORIGINAL SHEET NO. 17.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

METER TEST DEPOSITS

METER BENCH TEST REQUEST - If any customer requests a bench test of his or her water meter, in accordance with Rule 25-30.266, Florida Administrative Code, the Company may require a deposit to defray the cost of testing; such deposit shall not exceed the schedule of fees found in Rule 25-30.266, Florida Administrative Code.

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$15.00
1" and 1 1/2"	\$20.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The utility may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A customer may request a field test in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING - Grandfather

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PRESIDENT  
TITLE

ORIGINAL SHEET NO. 18.0

NAME OF COMPANY VILLAGE WATER, LTD.

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.

TEMPORARY ABSENCE DISCONNECTION - This charge would be levied when a customer notifies the Company he will be temporarily absent from the premises. No monthly minimum charge would be levied during the period of absence and service would be reinstated upon notice from the customer.

THEFT OF SERVICE - This charge would be levied when service has been terminated due to delinquency and the customer removes the lock placed on the meter. Charge includes lock destruction.

LATE CHARGE - This charge would be levied when a customer fails to pay his bill by the due date.

RETURNED CHECK CHARGE - This charge would be levied when a customer pays by worthless check and the check is returned to Company unpaid by the customer's bank.

ANNUAL FIRE HYDRANT CHARGE - This charge would be levied on an annual basis to customers who own fire hydrants; charges are intended to offset cost of water used during the year for flushing the hydrant.

RECONNECT CHARGE (SAME DAY SERVICE ON OVERTIME) - This charge would be levied when service is discontinued for non-payment and reconnection is requested after normal business hours.

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE



EFFECTIVE DATE -

TYPE OF FILING - Grandfather

ORIGINAL SHEET NO. 18.1

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>25.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>15.00</u>
Temporary Absence Disconnection	\$ <u>15.00</u>
Theft of Service	\$ <u>100.00</u>
Late Charge	\$ <u>3.00</u>
Returned Check Charge	\$ <u>20.00</u>
Fire Hydrant Charge	\$ <u>500.00</u>
Reconnect Charge (same day service on overtime)	\$ <u>25.00</u>

EFFECTIVE DATE -

TYPE OF FILING - Grandfather

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ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY VILLAGE WATER, LTD.  
WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	Actual Cost [1]	
1" .....	Actual Cost [1]	
1 1/2" .....	Actual Cost [1]	
2" .....	Actual Cost [1]	
Over 2" .....	Actual Cost [1]	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$200.00 (RS)	
5/8" x 3/4" metered service .....	\$850.00 (GS)	
1" metered service .....	\$1,660.00	
1 1/2" metered service .....	\$3,680.00	
2" metered service .....	\$6,500.00	
4" metered service .....	\$27,600.00	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __ GPD) .....	\$N/A	
All others-per gallon/month .....	\$N/A	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __ GPD) .....	\$N/A	
All others-per gallon/month .....	\$N/A	
<u>Inspection Fee</u> .....	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC ( __ GPD) .....	Actual Cost [1]	
All others-per gallon .....	Actual Cost [1]	
or		
Residential-per lot ( __ foot frontage) .....	Actual Cost [1]	
All others-per front foot .....	Actual Cost [1]	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	Actual Cost [1]	
1" .....	Actual Cost [1]	
1 1/2" .....	Actual Cost [1]	
2" .....	Actual Cost [1]	
Over 2" .....	Actual Cost [1]	
<u>Plan Review Charge</u> .....	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC ( __ GPD) .....	\$N/A	
All others-per gallon .....	\$N/A	
<u>System Capacity Charge</u>		
Residential-per ERC ( __ GPD) .....	\$N/A	
All others-per gallon .....	\$N/A	

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

EFFECTIVE DATE -

TYPE OF FILING - Grandfather

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	21.0
TERMS AND CONDITIONS.....	25.0

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE



ORIGINAL SHEET NO. 21.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

SECURITY & SUPPLY

VILLAGE WATER, LTD.  
P.O. BOX 2211  
LAKELAND, FL 33806

DATE \_\_\_\_\_ No. 1038

RECEIVED FROM \_\_\_\_\_

ADDRESS \_\_\_\_\_

FOR \_\_\_\_\_

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY \_\_\_\_\_

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

**APPLICATION FOR METER INSTALLATION AND/OR SERVICE**

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

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Service Address \_\_\_\_\_  
LAKELAND, FL 33801  
City, State, Zip

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

Service requested: Meter Installation \_\_\_\_\_ - Meter Size \_\_\_\_\_ Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

By signing this agreement, the customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The customer agrees to abide by all existing Company rules and regulations as contained in the tariff.
4. Bills for water service will be rendered monthly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require written notice within 3 days prior to the date the customer desires to terminate service.
6. Customer acknowledges receipt of Village Water, Ltd. "Terms and Conditions".

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 23.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

**APPLICATION FOR METER INSTALLATION AND/OR SERVICE**

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

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

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

LAKELAND, FL 33801  
City, State, Zip

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

Service requested: Meter Installation \_\_\_\_\_ - Meter Size \_\_\_\_\_ Water \_\_\_\_\_ Wastewater \_\_\_\_\_ Both \_\_\_\_\_

By signing this agreement, the customer agrees to the following:

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2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
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6. Customer acknowledges receipt of Village Water, Ltd. "Terms and Conditions".

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE





ORIGINAL SHEET NO. 25.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

COPY OF "TERMS AND CONDITIONS"

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

# Village Water, Ltd.

POST OFFICE BOX 2211  
LAKELAND, FLORIDA 33806  
TELEPHONE: (941) 665-8242

## Terms and Conditions

1. ALL APPLICABLE DEPOSITS, TAP FEES, AND WATER CAPACITY FEES MUST BE PAID IN FULL PRIOR TO WATER SERVICE CONNECTION. Deposits are refundable - See Paragraph 12-b. Tap fees and water capacity fees are **NOT** refundable. These fees are charged only for a new residential or commercial service and are not applicable for an existing dwelling unit or commercial building where the fees have already been paid.

## 2. WATER RATES

### Residential Services:

All Meters	\$ 11.94
per 1,000 Gallons	2.32

### Commercial Services:

Full ¼" Meter	\$ 11.94
1" Meter	\$ 29.85
1½" Meter	\$ 59.70
2" Meter	\$ 95.52
3" Meter	\$ 191.04
4" Meter	\$ 298.50
8" Meter	\$ 955.20
All usage per 1,000 gallons	\$ 2.32

### Fire Protection Service:

Fire Hydrant	\$ 500.00 per year
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## 3. SEWER RATES

### Commercial Service:

Full ¼" Meter	\$ 39.63
1" Meter	\$ 99.08
1½" Meter	\$ 198.15
2" Meter	\$ 317.04
3" Meter	\$ 634.08
4" Meter	\$ 990.75
8" Meter	\$ 3,170.40
All usage per 1,000 gallons	\$ 3.61

## 4. WATER AND SEWER TAP FEES

### Residential Service:

¾" Meter	\$ 200.00	\$ 600.00
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### Commercial Services:

¾" Meter	\$ 650.00	\$ 900.00
1" Meter	\$ 1,660.00	\$ 2,600.00
1½" Meter	\$ 3,680.00	\$ 6,000.00
2" Meter	\$ 6,500.00	\$ 10,900.00
4" Meter	\$ 27,600.00	\$ 48,000.00
8" Meter	Available upon request	

## 5. DEPOSITS

### Residential Services:

Water	\$ 25.00	\$ 25.00
Sewer		

### Commercial Service: Water Sewer

¾" Meter	\$ 50.00	\$ 100.00
1" Meter	50.00	150.00
1½" Meter	100.00	200.00
2" Meter	125.00	200.00
4" Meter	150.00	450.00
8" Meter	300.00	900.00

## 6. SERVICE CHARGES

A. Late Charge	\$ 3.00
B. Non-Payment Disconnect/Reconnect Charge	\$ 25.00
C. Returned Check or Draft Charge	\$ 20.00
D. Theft of Service (Includes Lock Destruction when service has been terminated.)	\$ 100.00
E. Premises Visit Charge	\$ 15.00
F. Temporary Absence Disconnect Charge	\$ 15.00
G. Meter Bench Test	¾" Meter \$ 15.00
Based on Meter Size	1" Meter \$ 20.00
	2" Meter \$ 30.00
H. Reconnect Charge - Same-day Service on Overtime	\$ 25.00

7. All Meters are read during the last week of each month. Statements for water usage from the previous month's reading to the current month's reading are mailed on or before the first of each month. If bill is not received the first week of the month, contact this office immediately - 665-8242.
8. Payment is due in this office no later than 4:00 PM on the 21st of the month. A late charge of \$3.00 will be added to bills not paid by 4:00 PM on the 21st of the month.
9. Late notices will be mailed to delinquent accounts stating the shut-off date for non-payment. If Company personnel are dispatched to discontinue service for non-payment, a reconnect charge of \$25.00 will apply. In order to have service reinstated, the full amount owed, including late fees and reconnect charges must be paid in full by **CASH** or **MONEY ORDER**. Security deposits may not be applied to monthly bills except when terminating service.
10. If payment is mailed at Eaton Park post office, an additional "minimum" three days should be allowed for payment to reach this office. However, under no circumstances will Company be responsible for payments mailed and not received in this office by specified due dates.
11. If Customer sublets, leases, or rents his property to another, Customer must notify this office to have service disconnected. Otherwise, Customer assumes full financial responsibility for any and all charges incurred by his tenant.
12. **DEPOSITS/TERMINATION OF SERVICE**
- A. Deposits in the amount established by the Company shall be paid in full before any service will be granted to the user.
- B. Requests for termination of services shall be in writing. When an account is terminated, the Customer's deposit shall be immediately applied to the account's balance. If, when the deposit is applied to the final amount due, the customer is entitled to a credit, it shall be made and the customer shall be given a final accounting. If, when the deposit is applied to the final amount due, an amount is still owed to the Company, the Customer will be billed. Payment must be made within 30 days, or the bill will be considered delinquent.



ORIGINAL SHEET NO. 26.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Sheet Number

Schedule of Fees and Charges.....  
Service Availability Policy.....

Go to Sheet No. 19.0  
27.0

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

# Village Water, Ltd.

Effective 8-1-96

POST OFFICE BOX 2211  
LAKELAND, FLORIDA 33806  
TELEPHONE: (941) 665-8242

## Terms and Conditions

1. ALL APPLICABLE DEPOSITS, TAP FEES, AND WATER CAPACITY FEES MUST BE PAID IN FULL PRIOR TO WATER SERVICE CONNECTION. Deposits are refundable - See Paragraph 12-b. Tap fees and water capacity fees are NOT refundable. These fees are charged only for a new residential or commercial service and are not applicable for an existing dwelling unit or commercial building where the fees have already been paid.

## 2. WATER RATES

### Residential Services:

All Meters	\$ 11.94
per 1,000 Gallons	2.32

### Commercial Services:

Full 3/4" Meter	\$ 11.94
1" Meter	\$ 29.85
1 1/2" Meter	\$ 59.70
2" Meter	\$ 95.52
3" Meter	\$ 191.04
4" Meter	\$ 298.50
8" Meter	\$ 955.20
All usage per 1,000 gallons	\$ 2.32

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## 3. SEWER RATES

### Commercial Service:

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3" Meter	\$ 634.08
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All usage per 1,000 gallons	\$ 3.61

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10. If payment is mailed at Eaton Park post office, an additional "minimum" three days should be allowed for payment to reach this office. However, under no circumstances will Company be responsible for payments mailed and not received in this office by specified due dates.
11. If Customer sublets, leases, or rents his property to another, Customer must notify this office to have service disconnected. Otherwise, Customer assumes full financial responsibility for any and all charges incurred by his tenant.
12. **DEPOSITS/TERMINATION OF SERVICE**
- A. Deposits in the amount established by the Company shall be paid in full before any service will be granted to the user.
- B. Requests for termination of services shall be in writing. When an account is terminated, the Customer's deposit shall be immediately applied to the account's balance. If, when the deposit is applied to the final amount due, the customer is entitled to a credit, it shall be made and the customer shall be given a final accounting. If, when the deposit is applied to the final amount due, an amount is still owed to the Company, the Customer will be billed. Payment must be made within 30 days, or the bill will be considered delinquent.

C. Payment by worthless check is a delinquency; and the procedures outlined in paragraph (D) below are to be initiated unless, within 24 hours after return of the check, the customer makes payment, in CASH or MONEY ORDER, of the entire amount of the delinquent bill, plus a service charge as established by the Company. The drawer of the check may also be subject to the penalties prescribed by law for worthless checks.

E. Where service has been terminated due to a delinquent bill, only the Company may reinstate service. Unauthorized reconnection shall constitute sufficient grounds for the Company to remove or lock the meter, and after such removal or locking, an additional charge, as established by the Company shall be collected when the delinquent bill is paid. Charges for any water used during the time the meter is illegally reconnected are also considered delinquent and shall be paid prior to reconnecting the service. Any subsequent unauthorized connection shall subject the violator to the full penalties of law prescribed in Section 125.69, Florida Statutes.

F. Requests for reconnection after service has been terminated shall be accompanied by payment of a reconnection service fee as established by the Company. Payment of the entire amount of the delinquent bill and payment to offset any deficiencies in the required deposit account will be required. Where reconnections necessitate overtime due to the customer's request for same-day service, an additional fee as established by the Company shall be charged.

G. Premises Visit Charge (In Lieu of Disconnection): This charge would be levied when a service representative visits a premise 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. Company field service personnel are not authorized to accept CASH payments from the Customer!

13. WATER SERVICE

At the written request of a customer, a service may be temporarily disconnected to accommodate a customer's temporary absence. Village Water, Ltd., may impose a capacity maintenance charge to defray the non-flow variable expenses incurred in operating the system. A reconnect fee shall be charged in the amount of \$15.00.

14. BACKFLOW PREVENTION DEVICES

A. All potable water connections to any residential, commercial or industrial establishment will require the installation of a Reduced Pressure Zone Backflow Preventer as a component of the customer's installation.

B. All backflow prevention devices installed for the purpose of protecting the distribution system shall meet or exceed the backflow prevention device specifications. The Company shall maintain a current list of approved devices which shall be fully acceptable to the Florida Department of Health and Rehabilitative Services and the Florida Department of Environmental Regulation. Only the following will be considered acceptable backflow prevention devices: Air Gap; Reduced Pressure Zone Backflow Preventer; Double Backflow Preventer; and Atmospheric Vacuum Breaker Backflow Preventer.

15. REQUEST FOR METER TEST BY CUSTOMER

Should any customer request a bench test of his water meter, the Company will require a deposit to defray cost of testing; such deposit not to exceed the following schedule of fees:

METER SIZE	SEE
5/8" and 3/4"	\$15.00
1" and 1 1/2"	\$20.00
2"	\$30.00

If the meter is found to register in excess of the accuracy limits prescribed by the manufacturer, the deposit will be refunded; but if below such accuracy limit, the deposit will be retained by the Company as a service charge for conducting the test.

Further, 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 customer's premises provided that the meter has not been tested within the past six (6) months.

The Company may at any time remove and replace any meter without notice to customer and shall keep accurate records of such replacements.

16. SEWER SERVICE

A. If any wastes are discharged, or are proposed to be discharged, to the wastewater treatment plant which contain pollutants in excess of normal concentrations as defined in Paragraph B below, or possess characteristics which, in the judgement of the Company, may have a deleterious effect upon the wastewater treatment plant, or which otherwise create a hazard to life or constitute a public nuisance, the Company may:

- 1) refuse to accept the waste; or
- 2) require pretreatment to an acceptable condition for discharge to the wastewater treatment plant; or
- 3) require control over the quantities and rates of discharge; or
- 4) require payment of a surcharge to cover the added cost of handling and treating the wastes.

B. Regular user charges shall apply to wastes that are at or below normal concentrations as follows:

- 1) BOD - 150 mg/l
- 2) Total Suspended Solids - 150 mg/l
- 3) Nitrates - 12 mg/l
- 4) Grease - 50 mg/l

Rates for levels exceeding normal concentration shall be based on average concentrations weighed in proportion to volume of flow determined during each billing period by the most practicable method possible. Should the average concentration of any constituent exceed the allowable concentration stated in the above, an individual surcharge for constituent(s) exceeded shall apply for the applicable billing period.

Surcharge shall be based on the total cost to the Company, for correcting this problem. Should it be necessary to purchase "Biologically Active Seed Cultures" the total monthly cost will be passed through as a surcharge.

I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS AS STATED HEREIN.

DATE \_\_\_\_\_

SECTION \_\_\_\_\_ LOT \_\_\_\_\_ UNIT \_\_\_\_\_

WITNESS \_\_\_\_\_

ACCOUNT NAME \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

CUSTOMER SIGNATURE \_\_\_\_\_



ORIGINAL SHEET NO. 28.0

NAME OF COMPANY VILLAGE WATER LTD.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Schedule of Fees and Charges.....  
Service Availability Policy.....

Sheet Number

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27.0

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE

ORIGINAL SHEET NO. 27.0

NAME OF COMPANY VILLAGE WATER, LTD.

WATER TARIFF

SERVICE AVAILABILITY POLICY

When Company is requested to install or supervise and/or inspect the installation of equipment or tie-in to Company systems, the Company will charge the customer a fee equal to the direct cost to the Company.

JERARD A. KENT  
ISSUING OFFICER

PRESIDENT  
TITLE