Rhema Business Services, Inc.

P.O. Box 13705 Tallahassee, FL 32317

(904) 878-1192

June 8, 1989

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

Re: Docket No. 881245-SU, Application for transfer of Certificate No. 57-S in Lee County and majority organizational control from MOBILE LAND AND TITLE COMPANY to CARRIAGE VILLAGE LANDOWNERS' ASSOCIATION, INC.

Dear Mr. Tribble:

Enclosed in the revised Sewer Tariff, which reflects the change in ownership in the referenced docket.

Please call me at 878-1192 if there are any questions.

Sincerely,

Norman F. Mears

Norman F. Mears Utility Consultant

Hand deliver

Enclosure: Sewer Tariff cc: Norval E. Maguire

DOCUMENT NUMBER-DATE
05728 JUN -8 ISSS
FPSC-RECORDS/REPORTING

SEWER TARIFF

CARRIAGE VILLAGE LANDOWNERS' ASSOCIATION, INC.

NAME OF COMPANY

5451 Bayshore Road

North Fort Myers, Florida 33917

(ADDRESS OF COMPANY)

(813) 543-2771 (813) 482-4024
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

SEWER TARIFF

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Service Availability	
Contracts and Agreements	There are no contracts at the date of original issue or bmit Contracts)

ORIGINAL SHEET NO. 3.1

SEWER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Description of:

Tract "C", Carriage Village, Unit 1, A subdivision in the Southwest quarter (S_W_1) of Section 36, Township 43 South, Range 24 East, Lee County, Florida, according to plat thereof recorded in Official Record Book 580, at page 205 of the Public Records of Lee County, Florida, Being more particularly described as follows;

BEGIN at the Northwest corner of said Tract "C"; thence \$289°47'49"E., 500.00 feet; thence \$3.00°12'00"W., 89.67 feet; thence \$3.45°12'00"E., 21.21 feet; thence \$3.00°12'00"W., 100.00 feet; thence \$1.89°48'00"W., 530.00 feet; thence \$1.00°12'00"E., 100.00 feet; thence \$1.45°12'00"E., 21.21 feet; thence \$1.00°12'00"E., 89.69 feet to the Point-of-Beginning. Containing \$2.422 acres more or less.

Notes:

- 1. Subject to Easements, Restrictions and Reservations of record.
- 2. Basis of bearings is Plat.

Norval E. Maguire ISSUING OFFICER

President

TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "COMPANY" CARRIAGE VILLAGE LANDOWNERS' ASSOCIATION, INC.
- 210 **CONSUMER* Any person, firm, association, corporation, governmental agency or similar organization supplied with sewer service by the Company.
- 3:0 "SERVICE" Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all sewer service required by the customer the readiness and ability on the part of the Company to furnish sewer service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 4.0 "CUSTOMER'S INSTALLATION" All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for disposing sewage located on the customer's side of "Point of Collection" whether such installation is owned by customer, or used by consumer under lease or otherwise.
- 5.0 "POINT OF COLLECTION" The point where the Company's pipes or meters are connected with pipes of the consumer.
- 6.0 "MAIN" Shall refer to a pipe, conduit, or other facility installed to convey sewer service from individual service lines or other mains.
- 7.0 "SERVICE LINES" The pipes of the Company which are connected from the mains to point of collection.
- 8.0 "RATE SCHEDULE" Refers to rates or charges for the particular classification of service.
- 9.0 "COMMISSION" Refers to Florida Public Service Commission.
- 10.0 "CERTIFICATE" Means the Sewer Certificate issued to the Company by the Commission:
- 11.0 "CUSTOMER" Means the person, firm or corporation who has entered into an agreement to receive sewer service from the Company and who is liable for the payment of that sewer service.

Norval E, Maguire President

NAME OF COMPANY CARRIAGE VILLAGE LANDOWNERS' ASSOCIATION, INC. (Continued from Sheet No. 6.0)

Rule N	<u>umber</u>	Sheet Number
21:0	Unauthorized Connections - Sewer	1310
22.0	Adjustment of Bills	13.0
23.0	Customer Deposit	13.0
24.0	Filing of Contracts	14.0
25.0	Miscellaneous Service Chargest	14.0

RULES AND REGULATIONS

- 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.
- GENERAL INFORMATION The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules, applications and contracts of the Company and in the absence of specific written agreement to the contrary, they apply without modification or change to each and every customer to whom the Company renders sewage service.

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

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff.

3.0 SIGNED APPLICATION NECESSARY - Sewage service is furnished only upon signed application or agreement accepted by the Company and the conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for sewer service accepted by the Company will be furnished to the applicant on request.

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

APPLICATIONS BY AGENTS - Applications for sewer service requested by firms, partnerships, associations, corporations, and others, shall be rendered only by duly authorized parties. When sewer service is rendered under agreement or agreements entered into between the Company and an agent of the principal. The use of such sewer service by the principal or agent shall constitute full and complete ratification by the principal of the agreement or agreements entered into between agent and the Company and under which such sewer service is rendered.

(Continued from Sheet No. 8.0%

- 5.0 WITHHOLDING SERVICE The Company may withhold or discontinue sewer service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the Company of such household, organization or business for sewer service has been settled in full.
 - Service may also be discontinued for any violation by the customer or consumer of any rule or regulation set forth in this tariff.
- 6.0 EXTENSIONS Extensions will be made to the Company's facilities in compliance with the Rules/Orders/Tariff issued by the Commission.
- LIMITATION OF USE Sewer service purchased from the Company 7.0 shall be used by the consumer only for the purposes specified in the application for sewer service. Sewer service furnished to the consumer shall be for the consumer's own use and sewage shall be received directly from the consumer into the Company's main sewer lines. In no case shall a consumer, 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 sewer service for adjacent property, even though such adjacent property may be owned by him. In case of such unauthorized extension, sale or disposition of service, consumer's sewer service is subject to discontinuance until such unauthorized extension, sale of disposition discontinued and full payment is made of bills for sewer service, calculated on proper classifications and schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing, and inspections.
- 8.0 CONTINUITY OF SERVICE The company will at all times use reasonable diligence to provide continuous sewer service, and having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous sewer service. The company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control. If at any time the Company shall interrupt or discontinue its service for any period greater than one hour, all customers affected by said interruption or discontinuance shall be given not less than 24 hours notice.

(Continued from Sheet No. 9:01

- TYPE AND MAINTENANCE The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with the standard practice, conforming with the Rules and Regulations of the Company, and in full compliance 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 sewer service; and the Company reserves the right to discontinue or withhold sewer service to such apparatus or device.
- CHANGE OF CUSTOMER'S INSTALLATION No changes or increases in customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company shall be made without written consent of the Company. The customer will be liable for any change resulting from a violation of this rule.
- INSPECTION OF CUSTOMER'S INSTALLATION All customer's sewer service installations or changes shall be inspected upon completion by competent authority to ensure that customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required by local rules or ordinances, the company cannot render sewer service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

The Company reserves the right to inspect the customer's installation prior to rendering sewer service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises, and shall knowingly permit no one but the Company's agents, or persons authorized by law, to have access to the Company's pipes and apparatus.

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

(Continued from Sheet No. 10.0)

- ACCESS TO PREMISES The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining and inspecting or removing Company's property, and other purposes incident to performance under or termination of the Company's agreement with the customer and in such performance shall not be liable for trespass.
- 14.0 RIGHT OF WAY OR EASEMENTS The customer shall grant or cause to be granted to the Company and without cost to the Company all rights, easements, permits, and privileges which are necessary for the rendering of sewer service.
- 15.0 BILLING PERIODS Bills for sewer service will be rendered (Monthly, BYMNYKEKIXX, QUEENDERCRYXX, bills are due when rendered and shall be considered as received by customer when delivered or mailed to sewer service address or some other place mutually agreed upon.

Non-receipt of bills by customer shall not release or diminish obligation of customer with respect to payment thereof.

DELINOUENT BILLS - Bills are due when rendered, and if not paid within twenty (20) days thereafter become delinquent, and sewer service may then, after five (5) days written notice be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge established on the basis of the expenses incurred in the reconnection and restoration of service which shall be non-discriminatory in its application. There shall be no liability of any kind against the Company by reason of discontinuance of sewer service to the consumer for failure of the consumer to pay the bills on time.

No partial payment of any bill rendered will be accepted by the Company, except by agreement with Company, or by order of the Commission.

PAYMENT OF SEWER AND WATER SERVICE BILLS CONCURRENTLY - When both sewer and water service are provided by the Company, payment of any sewer service bill rendered by the Company to a sewer service consumer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. If the charges for sewer service are not so paid, the Company may discontinue both sewer service and water service to the consumer's premises for non-payment of the sewer service charges or if the

(Continued from Sheet No. 12.0)

- 21.0 UNAUTHORIZED CONNECTIONS SEWER Connections to the Company's sewer system for any purpose whatsoever are to be made only by employees of the Company. Unauthorized connections render the service subject to immediate discontinuance without notice and sewer service will not be restored until such unauthorized connections have been removed and unless settlement is made in full and for sewer service estimated by the Company to have been used by reason of such unauthorized connection.
- ADJUSTMENT OF BILLS When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, or, if sewer service is measured by water consumption, a meter error is determined, the amount may be credited or billed to the customer, as the case may be.
- CUSTOMER DEPOSIT ESTABLISHMENT OF CREDIT Before rendering 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 utilities rules for prompt payment. Credit will be deemed so established if: (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested. (B) The applicant pays a cash deposit. (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond. The amount of initial deposit shall be the following according to meter size:

,	Residential	General Service
5/8" x 3/4"	N/A	N/A
1 *	N/A	N/A
1 1/2"	N/A	N/A
2 "	N/A	N/A

The Company may require, upon reasonable written notice of not less than 30 days, such request or notice being separate and apart from any bill for service, a new deposit, in order to secure payment of current bills; provided, however, that the total amount of the required deposit shall not exceed an amount equal to the average actual charge for water and/or sewer service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, then the utility shall base its new or additional deposit upon the average actual monthly billing available.

(Continued from Sheet No. 13:01

The Company will pay interest on customer deposits at the rate of 8% per annum. The payment of interest will be made once each year as a credit on regular bills, and on final bills when service is discontinued. No customer depositor will receive interest on his deposit until at least six (6% months of continuous service, then interest will be paid from the date of the commencement of service. The Company will pay or credit accrued interest to the customers account during the month of $${\rm N/A}$$ each year.

After a residential customer has established a satisfactory payment record and has had continuous service for a period of 25 months, the Company shall refund the customer's deposit provided the customer has not, in the preceeding 12 months, (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the utility), (b) paid with a check refused by a bank, (c) been disconnected for non-payment, or at any time, (d) tampered with the meter, or (e) used service in a fraudulent or unauthorized manner. The company may hold the deposit of non residential customers after the establishment of the 25 month satisfactory payment record, but shall pay interest of 9% per annum after such establishment. Nothing in the rule shall prohibit the Company from refunding a deposit in less than 25 months.

- 24.0 The Company shall file with the Commission copies of all Guaranteed Revenue Contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.
- 25.0 MISCELLANEOUS SERVICE CHARGES The company may charge the following miscellaneous service charges in accordance with the terms also stated below: If both water and sewer 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 the same location or reconnection of service subsequent to a customer requested disconnection.

(Continued from Sheet No. 14.0)

VIOLATION RECONNECTION - This charge would be levied subsequent to disconnection of service for cause 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 arrrangements to pay the bill.

	Normal Hours	After Hours
Initial Connection	N/A	N/A
Normal Reconnection	N/A	N/A
Violation Reconnection	N/A	N/A
Premises Visit (in lieu of disconnection)	N/A	N/A
N/A - Not Applicable		

INDEX OF RATE SCHEDULES

General Service, GS	17:0
Residential Service, RS	18.0
Multi-Residential Service, MS	1910



GENERAL SERVICE RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - To Royal Coach Mobile Home Park.

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

RATE - \$9.29 flat rate per month (Royal Coach Subdivision)

MINIMUM CHARGE -\$9.29 x number of units

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (201 days. After five (5) days written notice, service may then be discontinued.

Effective Date:

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For sewer 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.

RATE - \$10.89 flat rate per month (Carriage Village Subdivision)

MINIMUM CHARGE - \$10.89 PER - Month

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days: After five (5) days written notice, service may then be discontinued.

Effective Date:

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For sewer service to all master-metered residential customers including but not limited to condominiums, apartments and mobile home parks:

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

RATE - N/A

MINIMUM CHARGE

PER-

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice, service may then be discontinued.

Effective Date:

INDEX OF STANDARD FORMS

<u>SI</u>	neet Number
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	. 21.0
APPLICATION FOR SEWER SERVICE	. 22:0
COPY OF CUSTOMER'S BILL LILLLELLELLELLELLELLELLELLELLELLELLELLEL	23.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

APPLICATION FOR SEWER SERVICE

Carriage Village Landowners Association . . .

CARRIAGE VILLAGE

5451 BAYSHORE ROAD

NORTH FORT MYERS, FLORIDA 33917

Norval E. Maguire

President

(811) 543-2771

APPLICATION FOR SERVICE

NAME			ACCD	UNI ND.	
Plat Boo	k	_Subdivision		Block_	Lot
Service	Address				
Mail Bil	1 15				
	Address		City	State	Zip
	Owner	Tenant	Phone No.		
to suppl from me I agree Village	y sewer service requesting disc to pay for sew	uthorize Carriage (to the above pres continuance of such er service promptle seciation, Inc. an	mises until rec n sewer service y at the rates	eipt of forma established b	l notice
DATE		SIGNED			

COPY OF CUSTOMER'S BILL

N/A

INDEX OF SERVICE AVAILABILITY

Rule	Number	Sheet	Number
Rule 1.0 2.0 3.0 4.0 5.0 6.0 7.0 8.0 9.0 10.0 11.0 12.0	General Information: Availability: Obligations of Utility: Obligations of Developer: Off-Site Facilities: Con-Site Facilities: Construction of Oversized Facilities: Refundable Advances: System Design and Construction: Customer Connection (Tap-in): Customer Installation (Customer Maintained Lines Inspections:		Number
14.0 15.0 16.0 17.0 18.0	Transfer of Contributed Property - Bills of Sale Cost Records and "As-Built" Plans		
	-OR-		
	(IF POLICY IS ONE PAGE IN LENGTH OR LESS:	}	
	Service Availability Policy		25.0 26.0 27.0

SERVICE AVAILABILITY POLICY

This utility provides service to a residential community that is completely built-out. At the time the utility was adding customers a customer connection (tap-in) fee was charged for connecting to the system. No other service availability fees or charges were levied on the customer.

TABLE OF DAILY FLOWS

Type of Building Usages

Apartments:	250	gpd (1)
Bars and Cocktail Lounges::::::::::::::::::::::::::::::::::::		gpcd (2)
Boarding Schools (Students and Staff)		gpcd
Bowling Alleys (toilet wastes only, per lane)	100	gpd
Country Clubs, per member		gpcd
Day Schools (Students and Staff)		gpcd
Drive-in Theaters (per car space)		gpd
Factories, with showers		gpcd
Factories, no showers		gpd/100 sq: ft.
Hospitals, with laundry		gpd/bed
Hospitals, no laundry		gpd/bed
Hotels and Motels		gpd/room and unit
Laundromat		gpd/washing machine
Mobile Home Parkstitttttttttttttttttttttttttttttttttt		gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat).		gpd
Nursing Homes	THE CONTRACTOR OF THE PARTY OF	gpd/100 sq. ft.
Office Buildings		gpd/100 sq. ft.
Public Institutions (other than those listed herein)		gpcd
Restaurants (per seat)		gpcd
Single Family Residential		gpd
Townhouse Residence		gpd
Stadiums, Frontons, Ball Parks, etc. (per seat).		gpd
Stores, without kitchen wastes		gpd/100 sq. ft.
Speculative Buildings:		gpd/100 sq. ft.
Warehousesiasiasiasiasiasiasiasiasiasiasiasiasias		gpd plus 10 gpd/
HMI WHWW W V V Q Q Q D D D D D D D D D D D D D D D	30	1000 sq. ft.
		1000 Sq. 1 C.

⁽¹⁾ gpd - gallons per day
(2) gpcd - gallons per capita per day

SCHEDULE OF FEES AND CHARGE	S	
DESCRIPTION	THUUNK	SHEET NUMBER
System Capacity Charge Residential-per ERC (GPD)		
All others-per gallon		
Plant Capacity Charge		
Residential-per FRC (GPD) All others-per gallon	\$	
Main Extension Charge		
Residential-per ERC (GPD) All others-per gallon	\$	
or in the second control of the second		
Residential-per lot (foot frontage) All others-per front foot	\$	
Customer Connection (Tap-in) Charge		
5/8" x 3/4" metered service 1" metered service	\$ 40.00 \$	25.0
1" metered service 1 1/2" metered service 2" metered service	\$	
2" metered service Over 1" metered service	Actual	Cost
Plan Review Charge		
Refer to Rule	Actual	Cost
Inspection Fee Refer to Rule	Actual	Cost
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charg Residential-per ERC/Month (GPD)	es:	
All other-per gallon/month	\$	
Without Prepayment of Service Availability Ch Residential-per ERC/month (GPD)	arges:	
All others-per gallon/month	\$	