Tamiami Village Water Company, Inc. C/O John J. Ustica 13281 McGregor Boulevard Fort Myers, Florida 33919

March 28, 1995

URIGINAL FILE COPY

Director, Division of Records and Reporting 101 East Gaines Street Tallahassee, Florida 32399

Re: Docket No. 950015-WU

The purpose of this filing is to fulfill the deficiencies in the above referenced application per letter of Christine C. Tomlinson dated February 14, 1995.

Item 1. Contract for sale - See addendum to contract signed

by appropriate parties; Item 2. Statement of Financial and Technical Ability - See Statement by President of Utility, Financial Statement of Utility, Letter from bank verifying line of credit. Item 3. Evidence of Ownership - Since the utility distributes water only and does not own any land there would be no evidence that the Utility owns land. A Bill of Sale will be issued upon transfer; ACK ____Item 4. Tariff - an original and two copies using the new modified tariffs sheets are attached; Item 5. Certificate - It is my understanding the original certificate has been located and is in your possession; Thank you for your assistance in this matter. CT1 Very truly yours, E 8 1 John J. Elatica 110 ----111 John J. Ustica, President Tamiami Village Water Company, Inc.

DOCUMENT NUMBER - DATE

03318 HAR 30 8

FPSC-RECORDS/REPORTING

ADDENDUM - WATER SERVICE AGREEMENT: CLARIFICATION AND SUPPLEMENT

This addendum made this 8th day of MARCH . 1995 between Tamiami Village Utility, Inc. (Owner) and Tamiami Village Water Company (Service Company).

Whereas Owner and Service Company desire to clarify certain terms and provisions of the Water Service Agreement, dated December 8, 1994;

WHEREAS Florida Public Service Commission has requested additional information and clarification related to said Agreement;

Now, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Service Company hereby covenant and agree as follows:

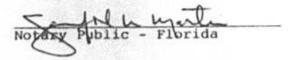
- A. To clarify the agreed upon consideration described in Paragraph 3.0 of the agreement, Owner and Service Company agree that no other consideration, including stock, stock options, employment, or assumption of obligations, shall be required consideration of either party.
- B. To clarify and supplement the terms of Paragraph 6.0, Owner and Service Company agree that Owner shall transfer all rights and duties to Service Company relating to the Developer Agreement, dated June 30, 1989, executed by Owner and Cynwyd Investments. Owner further states and assures Service Company that Owner does not possess and will not transfer or convey to Service Company under this agreement any guaranteed revenues contract or lease relating to the provision of water services.

IN WITNESS WHEREOF, Owner and Service Company have executed or have caused this Addendum, with the named Developer Agreement attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy.

WITNESSES:	TAMIAMI VILLAGE UTILITY, INC.
Print Name TIMER L. WILLETT Sara, Willett Print Name SARA WILLETT	Print Name Robert P STEWART Title Pages year
	TAMIAMI WATER COMPANY
Print Name	Print Name John, T. 417164 Title Cocsident
Print Name Julie M. Hibun	
STATE OF FLORIDA	
COUNTY OF LEE	
87H day of March, 1995, by on behalf of Tamiami Village known to me or has produced	Note P. Stewart, as President, Utility, Inc. He is personally as identification
SANFORD M MARTIN My Commission CC415621 Capres Oct. 23, 1998 Sonded by HAI 500-422-1555	Notary Public - Florida
STATE OF FLORIDA	
COUNTY OF LEE	

The foregoing instrument was acknowledged before me this day of March, 1995, by Thim Usnca, as President of Tamiami Village Water Company. He is personally known to me or has produced ______ as identification.





Tamiami Village Water Company, Inc. Docket No. 950015-WU Statement of John J. Ustica , President Item 2

John J. Ustica, President of Tamiami Village Water Company, Inc. is familiar with the current operation of this water utility. Mr. Ustica is a Certified Public Accountant, and is presently engaged by the utility to prepare the Annual Report. Mr. 'Jstica was also engaged by the utility during its rate case to handle the accounting functions. He also testified before the Commission during that rate case. He has prepared the price indexing as well as the pass through for this Utility. Mr. Ustica has extensive experience in the Water and Waste Water area, he served as external auditor for the Town of Southeast, a township with numerous water a d waste water operations and presently has another client in the Utility business.

It is not anticipated at this time that we will be retaining any current employees of the Utility.

No operator's license is required since we do not process.

Balance Sheet March 15, 1995

Cash in Bank Down Payment	\$ 19,200 4,800
Capitalized Costs Application Fees Postage News Paper Fees Customer labels	1,500 314 231 50
Total Assets	\$ 26,095
Capital	\$ 26,095

ANSOUTH

February 24, 1995

Mr. John Utisca Tamiami Village Water Company, Inc. 13281 McGregor Boulevard Fort Myers, FL 33919

Re: Line of Credit

Lar Mr. Utisca:

This is to confirm that you have been approved for a line of credit for \$30,000. As soon as you receive the approval from the Public Service Commission, we can close on the loan. If I can be of any other assistance, please call.

Lang P. Donor

Larry P. Donovan

Senior Vice President

LPD/dc

WATER TARIFF

TAMIAMI VILLAGE WATER COMPANY, INC. NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

C/O JOHN J. USTICA

13281 McGREGOR BLVD.

FT. MYERS, FLORIDA 33919

(ADDRESS OF COMPANY)

(813) 489-3933 AND (813) 489-3933 (Business & Emergency Telephone Numbers)

FILED WITH FLORIDA PUBLIC SERVICE COMMISSION

> JOHN J. USTICA ISSUING OFFICER

PRESIDENT TITLE

WATER TARIFF

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JOHN J. USTICA ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC. WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

338-W

COUNTY - LEE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number		KT SERVED -	
	Date Issued	Docket Number	Filter 7
11734	03/18/83	820183-WS	Filing Type
21421	06/20/89		Original Certificate
22449		890127-WS	Transfer Filing
	01/23/90	891148-WS	Extension

(Continued to Sheet No. 3.1)

JOHN J. USTICA ISSUING OFFICER

PRESIDENT

TITLE

(Continued to Sheet No. 3.2)

JOHN J. USTICA

PRESIDENT TITLE

along the arc of server along said North right of way of Littleson the DOINT OF BEGINNING. Containing 2.220 acres more of less.

WATER TARIFF

TAMIAMI VILLAGE WATER COMPANY, INC.

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FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

TAMIAMI VILLAGE WATER COMPANY, INC.

C/O JOHN J. USTICA

13281 McGREGOR BLVD.

FT. MYERS, FLORIDA 33919

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JOHN J. USTICA ISSUING OFFICER

PRESIDENT

ORIGINAL SHEET NO. 3.0

NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC. WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 338-W

LEE COUNTY -

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

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(Continued to Sheet No. 3.1)

JOHN J. USTICA ISSUING OFFICER

PRESIDENT

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

LEGAL DESCRIPTION

Tract or Parcul of land in the South Half (\$ 1/2) of the Enribest Quarter (III 1/1) and in the North Half (II 1/2) of the Southwest Cuarter ISH 1/4) of Section 27. Township () South. Range 24 East. Lee County. Florida and in LEESURE VILLAGE, a Hobile Home Pack as recorded in Condominium Plat Book J. pages 60 through 76 of the Lee County, Florida Public Records which is described as follows: From the Southwest corner of said North Half (N 1/2) of the Southwest Quarters (SW 1/4); thence North 89 degrees 48 minutes 29 seconds East along the South line of said fraction for 25.0 feet: thence North 0 degrees 19 minutes 10 seconds West pecallel with the Hest line of said Section for 1737.12 feet to the Point of Beginning: thence continue North O degrees 19 minutes 10 seconds Mest for 318.37 for : thence North 89 degrees 33 minutes 50 seconds East for 575 62 feet; thence South O degrees 18 minutes 50 seconds East for 169.78 feet; thence South 0 degrees 76 minutes 10 seconds East for 207.17 feet: thence South 89 degrees 33 minutes 30 seconds West for 576.03 feet to the Point of Beginning.

Subject to ensements, restrictions and reservations of record.

Bearings based upon Plat of TAMIAMI VILLAGE, Unit 1. Plat Book 11, page 100, of the Public Records of Loe County, Florida.

SUN BANK/S.W. FLORIDA. N.A.

LITTLETON ROAD BRANCH

IN SOUTHWEST 1/4, SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST

LEE COUNTY, FLORIDA

A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4 of Section 27. Township 43 South, Range 24 East, Lee County, Florida, which is described as follows:

From the Southwest corner of said fraction of Section; thence N.O.19'10'W. along the West line of said Section for 25.0 feet; thence 5.89°53'40'E. along the North right of way (25.0 feet from center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly line (5.05.56.20.W.) of the Tamiami Trail (U.S. 41, State Road No. 45) and the POINT OF

Thence N.05'56'20'E. along said prolongation for 348.19 feet; thence 5.84°03'40°E. for 290.00 feet; thence 5.05°56'20°W, along the Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 708.00 feet to a point of curvature of a curve to the left (radius 5829.58 feet, Delta Angle 01°05'08"); thence South-esterly along the aic of said curve for 110.46 feet; thence M.89*53*40"W. along said North right of way of Littleton Road for 292.55 feet to

the boint of BEGIRNING. Containing 2.220 acres more or less.

JOHN J. USTICA ISSUING OFFICER

(Continued to Sheet No. 3.2)

PRESIDENT

TAMIAMI VILLAGE WATER COMPANY, INC. WATER TARIFF

(Continued from Sheet No. 3.1)

TAMIAMI PLAZA
IN SOUTHWEST 1/4, SECTION 27-43-24
LEE COUNTY, FLORIDA
A tract or parcel of land in the Southeast 1/4 of the Southwest 1/4
of Section 27, Township 43 South, Range 24 East, Lee County,
Florida, which is described as follows:

From the Southwest corner of said fraction of Section: thence N.O*19'10"W. along the West line of Said Section for 25.0 feet; thence S.39*53'40"E. along the North right of way (25.0 feet from center line) of Littleton Road and parallel with the South line of said Section for 1877.70 feet to an intersection with a Southerly prolongation of a line parallel with and 290.00 feet (as measured on a perpendicular) from the Westerly right of way (S.05*56'20"W.) of the Tamiami Trail (U.S. 41, State Road 45): thence N.05*56'20"E. along said prolongation for 348.19 feet to the FOINT OF BEGINNING.

Thence continue N.05*56'20"E. along said prolongation for 371.45 feet; thence S.89*53'40"E. along the Southerly line of an 80.00 feet wide parcel II land as recorded in O.R.B. 1687, page 1106 for 291.50 feet; thence S.05*56'20"W. along said Westerly right of way (100.00 feet from center line) of said Tamiami Trail for 401.08 feet; thence N.84*03'40"W. for 290.00 feet to the POINT OF BEGINNING. Containing 2.572 acres more or less.

ISSUING OFFICER: JOHN J. USTICA PRESIDENT NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC.
WATER TARIFF

HELD FOR FUTURE USE

JOHN J. USTICA ISSUING OFFICER

PRESIDENT

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" TAMIAMI VILLAGE WATER COMPANY, INC.
- 6.0 "CONSUMER" Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "CUSTOMER" Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 8.0 "CUSTOMER'S INSTALLATION" All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

JOHN J. USTICA ISSUING OFFICER	
ISSUING OFFICER	
PRESIDENT	
TITLE	

WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF DELIVERY" For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 11.0 "RATE SCHEDULE" The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- "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.
- "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.

JOHN J. USTICA	
ISSUING OFFICER	
PRESIDENT	
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NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC. WATER TARIFF

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(Continued to Sheet No. 6.1)

JOHN J. USTICA
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

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JOHN J. USTICA ISSUING OFFICER

PRESIDENT

WATER TARIFF

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

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

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

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

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

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

(Continued to Sheet No. 8.0)

JOHN J.	USTICA	
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WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

- 6.0 EXTENSIONS Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
 - .0 LIMITATION OF USE Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

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

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

(Continued to Sheet No. (9.0)

JOHN J. LISTICA ISSUING OFFICER	
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WATER TARIFF

(Continued from Sheet No. 8.0)

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

8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 TYPE AND MAINTENANCE The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION All customer's water service (Continued to Sheet No. 10.0)

JOHN J. USTICA ISSUING OFFICER PRESIDENT

PRESIDENT

WATER TARIFF

(Continued from Sheet No. 9.0)

installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding 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.

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

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

- 13.0 ACCESS TO PREMISES The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.
- 14.0 RIGHT OF WAY OR EASEMENTS The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 15.0 BILLING PERIODS Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule and shall

(Continued to Sheet No. 11.0)

JOHN J.	USTICA
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WATER TARIFF

(Continued from Sheet No. 10.0)

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

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

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

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

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.
- 18.0 TAX CLAUSE A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

(Continued to Sheet No. 12.0)

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WATER TARIFF

(Continued from Sheet No. 11.0)

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

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

- 20.0 <u>UNAUTHORIZED CONNECTIONS WATER Connections</u> to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 METERS All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.
- 22.0 ALL WATER THROUGH METER That portion of the customer's installation for water service shall be so arranged to ensure that all water service

(Continued to Sheet No. 13.0)

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PRES	IDENT	
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WATER TARIFF

(Continued from Sheet No. 12.0)

shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

- 23.0 ADJUSTMENT OF BILLS When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- ADJUSTMENT OF BILLS FOR METER ERROR When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

(Continued to Sheet No. 14.0)

JOHN J. USTICA	
ISSUING OFFICER	
PRESIDENT	
TITLE	

NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC.
WATER TARIFF
(Continued from Sheet No. 13.0)

HELD FOR FUTURE USE

ISSUING OFFICER

PRESIDENT

NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC.
WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	Sheet Number
Customer Deposits	20.0-20.1
Fire Protection Service	19.0-19.1
General Service, GS	
Meter Test Deposit	
Miscellareous Service Charges	22.0
Multi-Residential Service, MS	18.0
Residential Service, RS	
Service Availability Fees and Charges	23.0

JOHN J. USTICA ISSUING OFFICER

PRESIDENT

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

Available throughout the area served by the Company. AVAILABILITY -

For water service to all customers for which no other schedule applies. APPLICABILITY -

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

BILLING PERIOD -

MONTHLY

Base Facility Charge RATE -Meter Size

eter size	
5/8"x3/4"	s 9.12
1"	22.83
1 1/2"	45.64
2"	73.03
3"	159.76
4"	228.23
Gallonage Charge	\$ 2.76
Per 1,000 gallons	

BASE FACILITY CHARGE - See Above

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to

the customer separate and apart from any other bill, service may then be

discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

JOHN J. USTICA ISSUING OFFICER

PRESIDENT

NAME OF COMPANY 3

TANIAMI VILLAGE WATER COMPANY, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY = For RV parks to which Lee County's RV park assessment applies.

APPLICABILITY = For water service to all customers for which no other schedule applies.

LINITATIONS = Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD = MONTHLY

HATE = Meter Size | Base Facility Charge | \$ 992.54 |

Gallonage Charge | \$ 2.76 |

Per 1,000 gallons |

- Dase Facility Charge

TENT 1 OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE

TYPE OF FILING "

JOHN J. USTICA ISSUING OFFICER

PRESIDENT

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 - Meter Size Base Facility Charge

All Meter Sizes \$11.07

Gallonage Charge \$ 2.75 Per 1,000 gallons

BASE FACILITY - \$11.07

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid

within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be

discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

JOHN J. USTICA ISSUING OFFICER

PRESIDENT

NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC. WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY -

Available throughout the area served by the Company.

APPLICABILITY -

For water service to all master-metered residential customers including, but not

limited to, Condominiums, Apartments, and Mobile Home Parks.

LIMITATIONS -

Subject to all of the Rules and Regulations of this Tariff and General Rules and

Regulations of the Commission.

BILLING PERIOD -

MONTHLY

RATE -

Minimum Charge Per Month:

Same as general service rates

Gallonage Charge Per Month:

per 1000 gallons per month

BASE FACILITY CHARGE - \$. per month per multi-family unit and \$. per 1000 gallons per month

Bills are due and payable when rendered and become delinquent if not paid TERMS OF PAYMENT within twenty (20) days. After five (5) working days' written notice is mailed to

the customer separate and apart from any other bill, service may then be

discontinued.

RESERVED FOR FUTURE USE

EFFECTIVE DATE -

TYPE OF FILING -

JOHN J. USTICA ISSUING OFFICER

PRESIDENT

NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC.
WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY -

APPLICABILITY -

LIMITATIONS -

Subject to all of the Rules and Regulations of this Tariff and General Rules and

Regulations of the Commission.

BIL ING PERIOD -

RATE -

Public Fire Protection -

per hydrant

RESERVED FOR FUTURE USE

Private Fire Protection -

SEE ORIGINAL SHEET NO. 19.1

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE -

TYPE OF FILING -

(Continued to Sheet No. 19.1)

JOHN J. USTICA ISSUING OFFICER

PRESIDENT

WATER TARIFF

RATE

(Continued from Sheet No. 19.0)

PRIVATE FIRE PROTECTION SERVICE

INCIDENT CHARGE FPW - WATER SERVICE

AVAILABILITY	-	Fire protection service in accordance with this	s
		incident charge is available throughout the	

- This incident charge is applicable for private fire protection service only. No other type of service will be supplied through these lines. Applicant must be located on the company's distribution mains suitable for applying the service requested in Lee County, Florida.

Per Incident:

The utility is authorized to charge \$100.00 per incident to the customer whose residence is on fire for the fire protection to defray the cost of providing the service. The approved charge will be effective for fire protection service rendered on or after the stamped approval date on this tariff sheet.

\$100.00

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

EFFECTIVE DATE -

TYPE OF FILING -

JOHN J. USTICA ISSUING OFFICER

PRESIDENT TITLE

SCHEDULE OF CUSTOMER DEPOSITS

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

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

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

	Residential	General Service
5/8" x 3/4"	\$40.00	\$40.00
1"	\$50.00	\$50.00
1 1/2"	\$60.00	\$60.00
Over 2"	\$2 Months Bill	\$2 Months Bill

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

JOHN J. USTICA	
ISSUING OFFICER	
PRESIDENT	
TITLE	

WATER TARIFF

(Continued from Sheet No. 20.0)

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

REFUND OF DEPOSIT - After a residential customer has established a sati factory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceeding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 6% per annun upon the retainment of such deposit.

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

EFFECTIVE DATE -

TYPE OF FILING -

JOHN J. USTICA ISSUING OFFICER

PRESIDENT

TITLE

SCHEDULE OF METER TEST DEPOSITS

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

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

REFUND OF METER BENCH TEST DEPOSIT - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code. the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25.30.265, Florida Administrative Code.

EFFECTIVE DATE -

TYPE OF FILING -

JOHN J. USTICA
ISSUING OFFICER
PRESIDENT
TITLE

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.

INIT:AL 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.

<u>VIOLATION RECONNECTION</u> - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$_15.00
Premises Visit Fee	\$_10.00
(in lieu of disconnection)	

EFFECTIVE DATE -

TYPE OF FILING -

JOHN J. USTICA
ISSUING OFFICER
PRESIDENT

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

DESCRIPTION	AMOUNT	REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.
	MICONT	J. L.
Back-Flow Preventor Installation Fee 5/8" x 3/4"	\$	
5/8" x 3/4"	\$	
3 3 /0#		
2"	\$	r. 1
Over 2"	Actual Cost	LIJ
c		
	;	
1" metered service	;	
1 1/2" metered service		
2" metered service	Actual Cost	[1]
Over 2" metered service		
Guaranteed Revenue Charge	es:	
With Prepayment of Service Availability Charg Residential-per ERC/month (GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Ch	arges:	
Residential-per ERC/month (GPD)	\$	
All others-per gallon/month	\$	r13
All others-per gallon/month	Actual Cost	LIJ
Main Extension Charge		
	;	
Residential-per ERC (GPD)		
Residential-per lot (foot frontage)	\$	
All others-per front foot	\$	
Meter Installation Fee 5/8" x 3/4"	\$	
5/8" x 3/4"	\$	
2"	Actual Cost	[17]
0ver 2"	Actual Cost	řií
Plan Review Charge	Necour our	
Plant Capacity Charge	\$	
Residential-per ERC (GPD)	\$	
All others-per gallon		
System Capacity Charge Residential-per ERC (GPD)	\$	
All others-per gallon	\$	6
All others-per garron		rendered by a
[1] Actual Cost is equal to the total cost inc customer.	urred for services	rendered by a
EFFECTIVE DATE -		
TYPE OF FILING -		
THE OF TREATS	JOHN J. USTICA	
	TSSUING OFFICER	
	PRESIDENT	
	TITLE	

NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC. WATER TARIFF

INDEX OF STANDARD FORMS

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

JOHN J. USTICA
ISSUING OFFICER

PRESIDENT

TITLE

NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC.
WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Tamiami Village Water Company, Inc.	Consumer's Guarantee	
	Deposit Receipt	
Received From	Date	
Street Address	Acct No	
Mail Address		
Lot *:Block NoSubdivision	n	
As a Deposit	and	/100 Dollars
Company. This shall not preclude the Company from discontinuing for non-passificiency of said deposit to cover such indebtedness for such service in the signing of this agreement, the customer recognizes and agricultine Company, and any amendments thereto, coales of said rules a inspection at the office of the Company. Among other rules and regulations, the customer agrees that the	ice, ees to abide by all existing reasonable and regulations and amendments there	rules and regulations to being available for
and meters will be kept free of shrubbery, trees, fences and other of the customer further agrees that all bills for mater and/or sawage after five days written notice if not so paid. The Company will have the reconnecting.	obstructions. I charges will be paid within lifteen da	rs of malling bills and
If is further understood and agreed that the sale of water to the responsibility relative to service or supplying meter after said water to the sale of the sale o		
Consumer	Вү:	

JOHN J. USTICA
ISSUING OFFICER
PRESIDENT
TITLE

APPLICATION FOR WATER SERVICE Tamiami Village Water Company, Inc.

CUSTOMER REQUEST FOR NEW SERVICE

38.0	000101		
		Acct. No Date	
Customer's Name		Owner's	
Mailing Address		Mailing Address	
Location: Stree	t & No.	Lot No D1	ock No
Subdivision			
Service Request	led by	DateMet	er Size
CUS	STOMER CHARGES		
	Water .		17 -
Connection Fee Leposit	\$		
Total	\$		
in accordance w Company Rules a	ith the appropri	wer service from ate rate schedule and in accordance or any superseding rate schedule a ances.	
		Signed (Customer)	
		Order Taken By	
		JOHN J. USTICA	
		PRESIDENT	
		TITLE	

APPLICATION FOR METER INSTALLATION

NOT-APPLICABLE

JOHN J. USTICA ISSUING OFFICER

PRESIDENT TITLE

COPY OF CUSTOMER'S BILL

The second secon								
Front of Bi MAN MINISTER TO TAMIAMI VLG U P.O. BOX 4573 H FI MYERS FL	LILLIA	II TAMIAMI VI P.O. BUX (H FI MYER!	1573	FreSor 17 INC. 718-45/3 USA	IAR .	U.S.F FURT Ferm WAL	t-Class Ma Tustage Pa MYER9, FU LEN 464	, 1 d - π, 1 d
BASIC WATER RESIDENT WIR	0.14	130000	130050	50		0.14 12.56		WIR
RESIDENT SWR	0.12			20		0.12	RESIDENT	SWR
FINACALL	0.00 23.87		LLL 1110 1 1/34 10	06/23/34		0.00 23.93	Section.	s.
***********	******	********	*****	********	*****	****	*******	
GREATDAY, 119	ı	wiccou, 180	30 2	BAK-E VEHING 22 P	ARE			
PLEASE READ OF BACK OF B.	/74 MESSAUES LATEMENT			TIS A. G SUMITY SI H. FORT	REET	esteri i	33703	

ALL CHECKS IN U.S. CURRENCY, PAYABLE 10: TAMIAMI VILLAGE UTILITY, INC.

PLEASE MAIL TO: P.O. BOX 4573 NORTH FORT MYERS, FL 33918-4573

NOTICE:

THIS BILL IS DUE AND PAYABLE WHEN
RENDERED. IT BECOMES DELINQUENT 20 DAYS
THEREAFTER. AFTER AN ADDITIONAL 8 DAY
WRITTEN NOTICE SERVICE MAY BE DISCONTINUED.

OFFICE HOURS TUESDAY AND THURSDAY: 9:00 TO 12:00 FOR INFORMATION AND/OR EMERGENCY, CONTACT: (813) 656-0002

JOHN J. USTICA
ISSUING OFFICER
PRESIDENT

HELD FOR FUTURE USE

JOHN J. USTICA ISSUING OFFICER

PRESIDENT

INDEX OF SERVICE AVAILABILITY

	Sheet Number
Schedule of Fees and Charges	Go to Sheet No. 23.0 31.0 32.0

JOHN J. USTICA

ISSUING OFFICER

PRESIDENT TITLE NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC. WATER TARIFF

SERVICE AVAILABILITY POLICY

JOHN J. USTICA ISSUING OFFICER

PRESIDENT TITLE

NAME OF COMPANY TAMIAMI VILLAGE WATER COMPANY, INC. WATER TARIFF

TABLE OF DAILY FLOWS

Types of Building Usages		ted (Flows	
Apartments		250	gpd	[1]	
Bars and Cocktail Lounges			gpcd		
Boarding Schools (Students and Staff)		75	gpcd		
Bowling Alleys (toilet wastes only, per lane)		100	gpd		
Country Clubs, per member			gpcd		
Day Schools (Students and Staff)	Table		gncd		
Day Schools (Students and Stair)	Source		gpd		
Drive-in Theaters (per car space)			gpcd		
Factories, with showers				00 sq.	ft.
Factories, no showers			gpd/l		0.000
Hospitals, with laundry			gpd/l		
Hospitals, no laundry		200	and/	coom ar	nd unit
Hotels and Motels					machine
aundromat		300	and/	railer	
pobile Home Parks	••••		gpd		
Movie Theaters, Auditoriums, Churches (per seat)				00 sq.	ft.
Nursing Homes	• • • •	10	and/	00 sq.	ft.
Office Buildings			gpcd	(55) ON	
Restaurants (per seat)			gpcd		
Single Family Residential			gpd		
Townhouse Residence			gpd		
Stadiums, Frontons, Ball Parks, etc. (per seat)			gpd		
Stores, without kitchen wastes				p2 001	. ft.
Speculative Buildings				100 sq	
Warehouses	• • • • •		gpd	lus 10	gpd/

[1] gpd - gallons per day
[2] gpcd - gallons per capita per day

RESERVED FOR FUTURE USE

JOHN J. USTICA ISSUING OFFICER PRESIDENT TITLE