

Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: March 24, 1998
TO: Division of Records and Reporting
FROM: Patricia Brady, Division of Water and Wastewater *pb HSM/BRW*
RE: Docket No. 970373-WU, Application for certificate to operate water utility in Volusia County by Foxwood Estates Mobile Home Park, Ltd.

Please add to the docket file the attached letter dated March 2, 1998, from Mr. Fred Morganroth to Ms. Patricia Brady in partial response to staff's February 5, 1998, letter of remaining deficiencies and follow-up phone conversation of February 27, 1998. Thank you.

Attachment

cc: Division of Legal Services (Brubaker)

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC I
- WAS _____
- OTH _____

DOCUMENT NO.
03668-98
3-30-98

401 S. OLD WOODWARD
SUITE 420
BIRMINGHAM, MI 48009
TELEPHONE (248) 258-8820
FAX (248) 258-8991

March 2, 1998

Ms. Patricia Brady
Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, FL 32399

Re: Docket No. 970373-WU
Fernwood Mobile Home Estates, Ltd.

Dear Ms. Brady,

I enjoyed our conversation of Friday, February 27 1998 with regard to the application of Fernwood Mobile Home Estates, Ltd.

This confirms that we have entered into a contract for the sale of Fernwood Mobile Home Estates (mobile home park), to RHP Properties, 31550 Northwestern Hwy. #110, Farmington Hills, MI 48334. We anticipate closing on or about June 4, 1998. Please advise what is necessary to transfer the present application effective June 4, 1998 to the new purchaser. You indicated that this should not be a problem since a permit has not issued yet.

This also confirms that Fernwood Mobile Home Estates, Ltd. will, at this time, will be the holder of the water certificate.

We have enclosed a copy of the notice which is being sent to the customers, utilities, and governmental entities as contained on your lists. Also, we are forwarding a copy to the manager to have it published in the local paper and we are asking for a proof of publication. When we receive it, we will forward on to you.

A proof of service of mailing will be forwarded to you under separate cover in the next few days when the letters go out.

We are attempting to locate a copy of the "as built" blueprints, or if we are unable to do that, our engineer will mark the meter locations and distribution lines on a county map.

Enclosed please find the statement regarding the financial ability.

See the enclosed statement regarding technical ability.

RECEIVED

MAR 09 1998

Florida Public Service Commission
Division of Water and Wastewater

See the enclosed statement regarding the General Partners and addresses.

With regard to the waste water facility services, it is provided to the tenants by virtue of an on site licensed sewage treatment plant.

The number of customers is 92. There is no expectation of expansion. With regard to the billing, the applicant is responsible for reading the meters. The tenants are billed monthly. There is approximately a 10 day lapse between reading the meter and the billing. We will determine the number of master meters and their size and will forward to you that information shortly.

Enclosed is the revised water tariff with the names of the issuing officer.

We will be sending you shortly another tariff sheet regarding the rates.

Regarding the late charges, we will use the enclosed (with each billing) the same provision notice to the tenants to that effect.

Regarding the service charge on sheet #16, we will amend it from \$20 to \$15, except regarding the re-connect fee which will be actual costs.

We will provide a new sheet #20.

We are sending you a copy of a bill showing how it is printed and the information therein contained.

We hope to have all the information to you within a few days except the possibility of the engineers drawing, which may take additional time. We will expedite it as soon as possible.

Very truly yours,

FERNWOOD MOBILE HOME ESTATES, LTD.

Fred Morgenroth

FM/ca

enclosure

Dear Fernwood Water Customer,

You may ignore the late charge notice contained at the bottom of this statement.

Be advised, however, that pursuant to Chapter 25-30.335, a customer is considered delinquent if this bill is not paid within 21 days of mailing.

Pursuant to Chapter 25-30.320(g) your water is subject to being disconnected upon five (5) working days of written notice.

RECEIVED

MAR 09 1998

Florida Public Service Commission
Division of Water and Wastewater

MUNICIPAL WATER AND SEWER COMPANY

STATEMENT

FOR SERVICE AT:

FERNWOOD MOBILE HOME PARK
2701 STASHORN CT.
DELAND, FL 32724

34 061 3

02/04/98

~~XXXXXXXXXX~~
2735 LEATHER LEAF CT. #61
DELAND, FL 32724

PLEASE ENCLOSE THIS COPY WITH YOUR PAYMENT IN ENCLOSED ENVELOPE

DESCRIPTION	AMOUNT
Water and sewer charges:	
Previous balance	12.48
01/22/98 readings: 14031.0	
12/22/97 readings: 13487.0	
units used 544.0	
Current water charge: 15.23	
Current sewer charge: 0.00	
Total current charges	15.23
PLEASE PAY THIS BILL BY	27.71

BILLS NOT PAID WITHIN 10 DAYS WILL INCUR A LATE CHARGE OF \$10.00

*Copy of
Actual
Bill*

MAR-2-98 MON 10:32

NEW YORK COLLEGE

FAX NO. 8103554120

P. 01

RATE

Property number.....	34
Water rate.....	.0120
Additional water charge.....	8.70
Sewer rate.....	0.0000
Additional sewer charge.....	0.00
Are all readings whole numbers (Y or N)?.....	N

Press F10 to continue.

ENTITIES OWNING INTEREST

FERNWOOD MOBILE HOME ESTATES, LTD. A Florida Limited Partnership, has the following addresses:

**Fred Morganroth, 30920 Woodcrest Court, Franklin, MI
Sidney L. Cohn, 6589 Pleasant Lake Ct., W. Bloomfield, MI
Stuart L. Perlman, 6110 Rocky Spring Rd., W. Bloomfield, MI**

The work address for the above persons is 401 S. Woodward, #420, Birmingham, MI 48009.

401 S. OLD WOODWARD
SUITE 420
BIRMINGHAM, MI 48009

TELEPHONE (248) 258-8820
FAX (248) 258-8991

March 2, 1998

Fernwood Mobile Home Park
Attn: Manager

Please publish the enclosed notice one time in your local paper of general circulation. Request a Affidavit of Publication and send it to me.

Contact the City of Deland or the Department of Environmental Protection to locate the "as built" blueprints showing the water lines and master meter locations. If you cannot get this, get a county map and send it to me.

Check with the water department to determine the number of master meters and their size.

Please obtain from the water department the following and send it to me: what they would charge a customer for water based on a 3/4" meter.

I need this information within one week.

Very truly yours,



Fred Morganroth

FM/ca

401 S. OLD WOODWARD
SUITE 420
BIRMINGHAM, MI 48009

TELEPHONE (248) 258-8820
FAX (248) 258-8991

March 2, 1998

Dear Fernwood Mobile Home Park Tenants,

Notice is hereby given on March 3, 1998, pursuant to Section 367.045, Florida Statutes, of the application of Fernwood Mobile Home Estates, to operate a water and/or wastewater utility to provide service to the following described territory in Volusia County, Florida as follows:

See attached legal description.

Any objection to the said application must be made in writing and filed with the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Fernwood Mobile Home Estates, Ltd.
401 S. Woodward Ave. #420
Birmingham, MI 48009

LEGAL DESCRIPTION:

That portion of Section 28, Township 16 South, Range 30 East, Volusia County, Florida, described as follows:


Commencing at the Southwest corner of aforesaid Section 28, run thence North $89^{\circ} 07' 51''$ East, along the south line of said Section 28, a distance of 2617.85 feet; Thence North $00^{\circ} 52' 10''$ West, a distance of 990.51 feet, to the Southeast corner of Lot "J", Northwood, a subdivision according to the plat recorded in Map Book 6, Page 156 of the Public Records of aforesaid Volusia County and the **POINT OF BEGINNING**; Thence South $89^{\circ} 09' 42''$ West, a distance of 1046.66 feet, to the Southeast corner of the West 200.00 feet of aforesaid Lot "J", lying East of State Road Number 11, a 200 foot right-of-way; Thence North $01^{\circ} 04' 00''$ West, a distance of 140.00 feet to the Northeast corner of the South 140.00 feet of the West 200.00 feet of aforesaid Lot "J", lying East of aforesaid State Road Number 11; Thence South $89^{\circ} 09' 42''$ West, parallel with the south line of aforesaid Lot "J", a distance of 200.00 feet, to an intersection with the east right of way line of aforesaid State Road Number 11, Thence North $01^{\circ} 04' 00''$ West, along the east right of way line of aforesaid State Road Number 11, a distance of 328.82 feet, to an intersection with the north line of the South 140.00 feet of Lot "I" of aforesaid Northwood; Thence North $89^{\circ} 07' 51''$ East, parallel with the south line of aforesaid Lot "I", a distance of 200.00 feet; Thence South $01^{\circ} 04' 00''$ East, parallel with the east right of way line of aforesaid State Road Number 11, a distance of 140.00 feet, to an intersection with the south line of aforesaid Lot "I"; Thence North $89^{\circ} 07' 51''$ East, along the south line of aforesaid Lot "I", a distance of 450.00 feet; Thence North $01^{\circ} 04' 00''$ West, parallel with the east right of way line of aforesaid State Road Number 11, a distance of 140.00 feet; Thence North $89^{\circ} 07' 51''$ East, a distance of 598.28 feet, to the Northeast corner of the South 140.00 feet of aforesaid Lot "I"; Thence South $00^{\circ} 52' 10''$ East, a distance of 469.49 feet, to the **POINT OF BEGINNING**, being subject to that certain easement described as follows:

A 50 foot wide road easement for ingress, egress and Public Utilities, etc., lying 25 feet on either side of the following described

STATEMENT OF OWNERS INTENT TO USE
FINANCIAL RESOURCES TO SUPPORT WATER UTILITIES

The undersigned Florida Limited Partnership, Fernwood Mobile Home Estates, Ltd., hereby certifies the intent of our use of the partnership financial resources to support the utility. Attached is a copy of the Fernwood modified cash flow statement for the year ending 1997.

FERNWOOD MOBILE HOME ESTATES, LTD.



STUART L. PERLMAN
General Partner

STATEMENT OF TECHNICAL ABILITY

Fernwood Mobile Home Estates, Ltd. Will be purchasing water from the City of Deland. The park has two full time managers in is employment which should be adequate to assure the water distribution lines are properly maintained.

In the event of a major water break, an outside service will be utilized as necessary.

FERNWOOD MOBILE HOME ESTATES, LTD.



**Stuart L. Perlman
General Partner**

WATER TARIFF

Fernwood Estates Mobile Home Park
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

Fernwood Estates Mobile Home Park
NAME OF COMPANY

2701 Staghorn Ct.

Deland, FL 32724

(ADDRESS OF COMPANY)

(904) 734-2041

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TABLE

Table of Contents

	Sheet Number
Communities Served Listing	1
Description of Territory Served	3
Index of	
Rates and Charges Schedules	4
Rules and Regulations	
Service Availability Policy	
Standard Forms	
Technical Terms and Abbreviations	
Territory Served	

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Ferwood Estates Mobile Home Park

WATER TARIFF

TERRITORY SERVED
92 Mobile Home Spaces

CERTIFICATE NUMBER -

COUNTY -

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

ORIGINAL SHEET NO. 3.1

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

See Exhibit 3 attached to application

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Ferwood Estates Mobile Home Park

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Volusia	Ferwood Estates Mobile Home Park	See Exhibit 4	

Stuart Periman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

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"** -
- 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.

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

(Continued from Sheet No. 5.0)

- 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 357.111 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.

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number</u>	<u>Rule Number</u>
Access to Premises	9.0	13.0
Adjustment of Bills	10.0	23.0
Adjustment of Bills for Meter Error	10.0	24.0
All Water Through Meter	10.0	22.0
Applications.....	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	8.0
Customer Billing.....	9.0	15.0
Delinquent Bills	9.0	16.0
Extensions	8.0	6.0
Filing of Contracts	10.0	28.0
General Information	7.0	1.0
Inspection of Customer's Installation	8.0	11.0
Limitation of Use	7.0	7.0
Meters	10.0	21.0

(Continued to Sheet No. 6.1)

Stuart Periman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Ferwood Estates Mobile Home Park

WATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet Number	Rule Number
Meter Accuracy Requirements	10.0	25.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	17.0
Policy Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0
Right of Way or Easements	9.0	14.0
Termination of Service	9.0	18.0
Type and Maintenance	8.0	9.0
Unauthorized Connections - Water	10.0	20.0

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Ferwood Estates Mobile Home Park

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 357, 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, 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.

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

(Continued from Sheet No. 7.0)

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.

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** - 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.

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

(Continued from Sheet No. 8.0)

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, Bimonthly, or Quarterly - 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.

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

(Continued from Sheet No. 9.0)

- 20.0 **UNAUTHORIZED CONNECTIONS - WATER** - Any unauthorized connection to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.330, Florida 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, ripples or splices 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 25-30.330, 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 25-30.332, 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 25-30.332, Florida Administrative Code.
- 26.0 **FLING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Purchase 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 25-30.560, 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.

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates mobile Home Park

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 -
- RATE - N/A

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered. 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 -

Stuart Periman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE B3

- AVAILABILITY** - Available throughout the area served by the Company.
- APPLICABILITY** - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** -
- RATE** - Residential rates for 3/4" meters as provided by the City of Deland Water Department except for additional water charge at \$8.70.

MINIMUM CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered. 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 -

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

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>
5/8" x 3/4"	<u>None</u>	_____
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

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

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 _____ 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 -

Stuart Periman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

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"	\$20.00
1" and 1 1/2"	\$25.00
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 -

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

INITIAL CONNECTION - This charge would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>actual fees</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (In lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE - Upon issuance of permit from Florida Public Service Commission

TYPE OF FILING -

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Farmwood Estates Mobile Home Park
 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 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
<u>Customer Connection (Tap-In) Charge</u>		
5/8" x 3/4" metered service	\$ n/a	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD)	\$	
All others-per gallon/month	\$	
Inspection Fee	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__ foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost [1]	
<u>Plan Review Charge</u>	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD)	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -
TYPE OF FILING -

Stuart Periman
 ISSUING OFFICER

General Partner
 TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	21.0
APPLICATION FOR WATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

not applicable

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

Sample Application Form

Name Fernwood Mobile Home Estates, Ltd. Telephone Number _____

Billing Address 401 S. Woodward #420
Birmingham, MI 48009
City StateZip

Service Address 2701 Staghorn Ct.
Deland, FL
City StateZip

Date service should begin _____

Service requested: 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, Bimonthly, or Quarterly - 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 (oral, written) notice within ___ days prior to the date the customer desires to terminate service.

Signature

Date

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

APPLICATION FOR WATER SERVICE

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY Ferwood Estates Mobile Home Park

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

COPY OF CUSTOMER'S BILL

See attached

Stuart Periman
ISSUING OFFICER

General Partner
TITLE

MUNICIPAL WATER AND SEWER COMPANY

FOR SERVICE AT

PLEASE ENCLOSE THIS COPY WITH YOUR PAYMENT IN ENCLOSED ENVELOPE

DESCRIPTION	AMOUNT
PLEASE PAY THIS AMOUNT	

BILLS NOT PAID WITHIN 10 DAYS WILL INCUR A LATE CHARGE OF \$16.00

FORM NO. 6887 (1988) 6/88

NAME OF COMPANY Fernwood Estates Mobile home Park
WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities.....		
Availability.....	N/A	
Construction of Oversized Facilities.....		
Customer Connection (Tap-in).....		
Customer Installation (Customer Maintained Lines).		
Cost Records and "As-Built" Plans.....		
Design by Independent Engineers.....		
Developer Agreements.....		
Easements and Rights-of-Way.....		
Extensions Outside Certificated Territory.....		
General Information.....		
Inspections.....		
Obligations of Developer.....		
Obligations of Utility.....		
Off-Site Facilities.....		
On-Site Facilities.....		
Refundable Advances.....		
Schedule of Fees and Charges.....	Go to Sheet No. 17.0	
System Design and Construction.....		
Table of Daily Flows.....		
Transfer of Contributed Property - Bills of Sale.		

Stuart Perimen
ISSUING OFFICER
General Partner
WLE

ORIGINAL SHEET NO. 23.0

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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

Sheet Number

Go to Sheet No. 17.0
24.0

Stuart Perlman
ISSUING OFFICER

General Partner
TITLE

NAME OF COMPANY Fernwood Estates Mobile Home Park

WATER TARIFF

SERVICE AVAILABILITY POLICY

Essentially on demand. Service will generally be provided with 24 hours of notice.

Stuart Perimen
ISSUING OFFICER

General Partner
TITLE