

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

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

RECEIVED-FPSC
13 APR 24 AM 8:51
COMMISSION
CLERK

DATE: April 23, 2013
TO: Ann Cole, Commission Clerk, Office of Commission Clerk
FROM: Sonica C. Bruce, Regulatory Analyst IV, Division of Economics
RE: Docket No. 130067-WU - Application for grandfather certificate to operate water utility in Charlotte County by Bocilla Utilities, Inc.

The attached documents were sent to the Division of Economics. Please incorporate the attached documents into the docket file.

DOCUMENT NUMBER-DATE
02135 APR 24 2013
FPSC-COMMISSION CLERK

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$ ¹	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ 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	\$	
<u>Inspection Fee</u>	\$ 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"	\$165.00	
1"	\$Actual Cost ¹	
1 1/2"	\$ Actual Cost ¹	
2"	\$ Actual Cost ¹	
Over 2"	\$ ¹	
<u>Plan Review Charge</u>	\$ ¹	
<u>Allowance for Funds Prudently Invested</u>		
Residential-per ERC (300GPD)	\$ 1,292.31	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (300 GPD)	\$ 3,000.00	
All others-per gallon	\$	

¹ Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE – February 12, 2013

TYPE OF FILING – Grandfather Certificate

R. CRAIG NODEN
ISSUING OFFICER

PRESIDENT
TITLE DOCUMENT NUMBER DATE

02135 APR 24 2013

FPSC-COMMISSION CLERK

BOCILLA UTILITIES, INC.

ALLOWANCE FOR FUNDS PRUDENTLY INVESTED

(AFPI)

	<u>1992</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>
January		\$121.81	\$517.73	\$ 963.86
February		153.03	552.91	1,003.50
March		184.56	588.44	1,043.54
April		216.41	624.32	1,083.98
May		248.57	660.56	1,124.82
June		281.06	697.17	1,166.07
July		313.87	734.14	1,207.73
August		347.01	771.48	1,249.81
September		380.48	809.19	1,292.31
October	\$ 30.00	414.28	847.28	
November	60.30	448.42	885.75	
December	90.90	482.90	924.61	

Exhibit "C"

BOCILLA UTILITIES, INC.
CERTIFICATED AREA APPLICATION

which deposits reduce the deposit required under Section 1 above, dollar for dollar. It is the intent of the paragraphs 10(a) and 10(b) that full compensation for the taking of the sewer and water facility be completely paid once but not more than once or less than once as a result of acquisition by means of two eminent domain proceedings technically required because of the presence of the whole property within and across two boundaries of two judicial circuits. It is also the intent of paragraphs 10(a) and 10(b) that full compensation to be paid in Charlotte County shall not include severance damages to any sewer and water facility owned and operated by GDU which Charlotte County is not acquiring in the two eminent domain proceedings it has filed as aforesaid; and

c) That interest, attorneys' fees and costs for the whole shall also be ascertained by virtue of this Stipulation in this cause for the taking of the whole in both circuits.

The provisions of this paragraph shall survive the entry of the order of taking and govern the remaining issues and proceedings in this cause.

10. The parties hereby agree that the Court shall maintain continuing jurisdiction to enforce the terms hereof and resolve any other disputes that may arise in this case.

001150

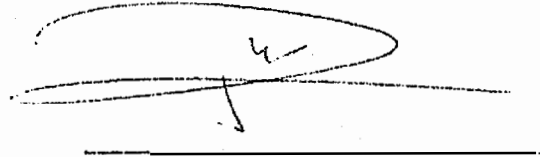
000927

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STATE OF FLORIDA
COUNTY OF CHARLOTTE

I, R. CRAIG NODEN, DO SOLEMNLY SWEAR THAT FACTS STATED
IN THE FOREGOING APPLICATION AND ALL EXHIBITS ATTACHED HERETO
ARE TRUE AND CORRECT TO THE BEST OF MY BELIEF, AND THAT SAID
STATEMENT OF FACTS CONSTITUTES A COMPLETE STATEMENT OF THE
MATTER TO WHICH IT RELATES.



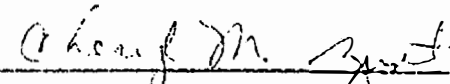
A handwritten signature, likely "R. Craig Noden", is written over a horizontal line. The signature is somewhat stylized and includes a small mark resembling a checkmark or the number "4" above the main stroke.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 4th DAY OF

Oct, 1991

MY COMMISSION EXPIRES:

Notary Public, State of Florida at Large
My Commission Expires Feb. 11, 1994
Bonded By Western Surety Company


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

NAME OF CORPORATION:

BOCILLA UTILITIES, INC.
7050 PLACIDA ROAD
ENGLEWOOD, FL. 34224

DATE OF INCORPORATION:

JANUARY 1, 1986

CORPORATE OFFICER:

R. CRAIG NODEN, PRESIDENT
7050 PLACIDA ROAD
ENGLEWOOD, FL. 34224

FEDERAL I.D. #:

59-2680006

NUMBER OF CONNECTIONS:

59

CORPORATE OWNERSHIP:

R. CRAIG NODEN
7050 PLACIDA ROAD
ENGLEWOOD, FL 34224
33%

WARREN A. NODEN
7050 PLACIDA ROAD
ENGLEWOOD, FL. 34224
33%

GEORGE L. AREHART
PARK AVENUE SOUTH
BOCA GRANDE, FL. 33921
33%

BOCILLA UTILITIES, INC.

ORIGINAL SHEET NO.

RULES AND REGULATIONS

TECHNICAL TERMS AND APPREVIATIONS

- 1.0 UTILITY - Shall mean BOCILLA UTILITIES, INC. a Florida for-profit corporation.
- 2.0 APPLICANT - Shall mean any potential customer who makes application for service.
- 3.0 CUSTOMER - Any person, association, corporation, governmental agency or similar organization or entity supplied with utility service by the Utility.
- 4.0 UTILITY'S WATER SERVICE LINE - Shall mean the line between the main line up to and including the meter and shall include all pipe, fittings, meter boxes and valves necessary to make the connection to point of delivery.
- 5.0 CUSTOMER'S INSTALLATION (WATER) - All pipes, shutoffs, valves, fixtures, and appliances or apparatus of every kind and nature used in connection with or forming a part of an installation for utilizing water for any purpose, located on the Customer's side of the meter, whether such installation is owned outright by Customer or used by Customer under lease or otherwise.
- 6.0 MAIN - Shall refer to a pipe, conduit or other facility conveying water to service lines or other mains.
- 7.0 RATE SCHEDULE - Refers to rate or charge for the particular classification of service.
- 8.0 THE BOARD - Refers to the County Commissioners of Charlotte County.
- 9.0 POINT OF DELIVERY - The point where the Utility's pipes or meters are connected with pipes of the Customer.
- 10.0 RESIDENTIAL - Any residence, building, unit or living quarters intended for occupancy or residence by one or more person for which the primary use shall be domestic living purpose.
- 11.0 CUSTOMER - Any person, who has a paid membership to the Water Association.

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1.0 **GENERAL INFORMATION**

These Rules and Regulations are a part of the rate schedule and all past or future applications and/or contracts shall apply without modification to each and every customer. In the event that any portion of these Rules and Regulations is declared unconstitutional or void for any reason by any Court or competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules And Regulations.

2.0 **WATER SERVICE**

To obtain service, an application must be made at the Office of the Association. The applicant shall furnish to the Association the correct name, street address, and legal description to which service is to be rendered. Within a reasonable period of time, the Association is obligated to provide service, subject to matters of economic feasibility, to an eligible applicant in the certificated territory. However, such territory will include all subsequent expansions or reductions approved by the Board of County Commissioners of Charlotte County. For Rules governing service outside the territory, see Paragraph 22 of the Service Availability Policy.

3.0 **SIGNED APPLICATION NECESSARY**

Service is furnished only upon receipt of a Customer-signed application accepted by the Association. The conditions of such application are binding upon the customer as well as upon the Association.

4.0 **APPLICATION BY AGENT**

Firms, partnerships, associations, corporations, or other similar entities shall submit applications for service only through duly authorized agents. When service is rendered or capable of being rendered or capable of being rendered to the entity, such use or capability to be used shall constitute full and complete ratification by the entity of the terms and conditions of the application submitted by the agent.

5.0 WITHHOLDING SERVICE

The Association may withhold or discontinue service rendered under application made by any member or agent of a household, organization or business unless all prior indebtedness to the Association of such a household organization or business for service has been settled in full. Service may also be discontinued for any violation by the Customer of any rule or regulation set forth.

6.0 EXTENSIONS

Extensions will be made to the Utility's facilities in compliance with the Service Availability Policy of the Corporation.

7.0 LIMITATION OF USE (WATER)

Water service purchased from the Corporation shall be used by the Customer only for the purpose specified in the application for water service and the Customer shall not sell or otherwise dispose of such water service supplied by the Utility to the Customer. Water service furnished to the Customer shall be rendered directly to the Customer through the Utility's individual meter and shall be for Customer's own use and may not be sold by the Customer to lessees, tenants or others, and under no circumstances shall the Customer or Customer's agent or any other individual, association, corporation, or entity install equipment for the purpose of selling of said water service.

In no case shall a Customer extend his installation across a street, alley, lane, court, property line, avenue or other way, in order to furnish water service for adjacent property, even though such adjacent property be owned by him. In a case of such unauthorized extension, sale or disposition of service, Customer's service will be subject to discontinuance until such unauthorized extension, sale or disposition is discontinued and full payment is made of bills for service, which shall be calculated on property classification and rate schedules and reimbursements in full are made to the Association for all extra expenses incurred for clerical work, testing and inspections.

8.0 **CONTINUITY OF SERVICE**

The Association will at all times use reasonable diligence to provide continuous service and having used reasonable diligence shall not be liable for failure interruption of continuous service. The Association shall not be liable for any act or omission caused directly or indirectly by accident, litigation, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, enemies of the United States, wars, federal, state or municipal or other governmental interference, acts of God or other causes beyond its control.

9.0 **TYPE OF USE AND MAINTENANCE**

The Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with the manufacturer's requirements, standard practice, the Rules and Regulations of the Association and all laws and governmental regulations applicable to same. The Customer agrees to keep all pipes, valves, plumbing, fixtures, apparatus, equipment in repair and to promptly stop all leaks on his premises and acknowledge that the Utility shall not be responsible for their maintenance and operation. The Customer expressly agrees not to utilize any apparatus or device which is not properly constructed maintained, controlled and/or protected which may adversely affect the Association and/or other Customers. The Association reserves the right to discontinue or withhold service without notice to the Customer when such apparatus or device is used.

10.0 **CHANGE OF CUSTOMER'S INSTALLATION**

No changes or increases in Customer's installation, which will materially affect the proper operation of the pipes, mains, or other distribution or production facilities of the Association, shall be made without written consent of the Association. The Customer will be liable for any damage resulting from a violation of this rule.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION

All Customer's installations or changes to same shall be inspected during and upon completion of the construction or modification by competent authority to insure the Customer's piping, equipment and devices have been installed in accordance with accepted standard practice, Association requirements, local governmental regulations and state regulations including Chapter 17-22, Paragraph Four (4) of the FAC as amended from time to time, where applicable. Where governmental inspection is required by local rules or ordinances, the Association cannot render service until such inspection has been made and a formal notice of approval from the inspection authority has been received by the Association. The Association reserves the right to inspect Customer's installation prior to rendering service and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

12.0 PROTECTION OF ASSOCIATION'S PROPERTY

The Customer shall properly protect the Association's property on the Customer's premises or under his effective control, and shall permit no one but the Association's agent, or persons authorized by law, to have access to the Association's pipes and apparatus. In the event of any loss or damage to the Association caused by or arising out of neglect of 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 Association shall have access at all reasonable hours as determined by the Association to the premises of the Customer for the purpose of installing maintaining, inspection, or removing Association's property, reading meters, and other purposes incident to performance under or termination of the Association's agreement with the Customer, and, in such performance or termination, the Association shall not be liable for trespass.

14.0 RIGHT-OF-WAY OR EASEMENTS

The Customer shall grant or cause to be granted to the Association, without cost, to the Association, all rights easement, permits and privileges which are reasonably necessary for rendering of water service to that Customer.

15.0 BILLING PERIODS

Bills for service will be rendered monthly for the service used during the previous billing cycle. Bills are due when rendered and shall be considered as rendered to the Customer when delivered or mailed to the address shown on the Association's records or such other address as may be mutually agreed upon. Nonreceipt or delayed receipt of bills by the Customer shall not release or diminish the obligation of the Customer with respect to payment thereof.

16.0 DELINQUENT BILLS

Bills are due when rendered and if not paid within thirty (30) days thereafter, become delinquent and service may then after five (5) days written notice, be disconnected and the prepayment, deposit or guarantee of the Customer applied toward settlement of the bill(s). Whenever any amounts of a bill become delinquent, then all amounts become delinquent.

The existence of any deposit or guarantee shall not be held to estop the Association from discontinuing service for non-payment. Service will be resumed only upon payment of all bills and the restoration of deposit or guarantees, if any, together with reimbursement for extra expenses as set forth in the rates and charges of the Association.

Association costs incurred due to acts by the Customer or his agents which take place on Customer's property and which attempt to circumvent the Association's discontinuance of Customer's Service ("jumpers", "broken locks", etc.) must, in addition to the regular service charges listed in the tariff, to be paid prior to the restoration of service. There

shall be no liability of any kind against the Association by reason of discontinuance of service to the Customer for failure of the Customer to pay the bills on time. Partial payment of any bill rendered is acceptable only at the option of the Association.

17.0 CHANGE OF OCCUPANCY

When change of occupancy takes place on any premises serviced by the Utility, **WRITTEN NOTICE** thereof shall be given at the office of the Association not less than three (3) business days prior to the date of change by the outgoing Customer who will be held responsible for all service used on such premises jointly with the new Customer until written notice or an application from the new Customer is received and thereafter until the Association has had a reasonable time to discontinue service. Termination of a prior account shall not act as a release of any sums owing the Association. The same shall be payable in accordance with Paragraph 5.0 above. Customer's deposit and/or any bills outstanding may, at the option of the Association, be transferred from one service location to another if both locations are supplied by the Association; however, a new application for service must be signed. Customer's deposit may NOT be transferred from one name to another.

18.0 METERS

All water meters shall be furnished by and remain in the property of the Association and shall be accessible to the subject to only its control. The Customer shall provide adequate and proper space for the installation of meters and other similar devices of the Association at a suitable and readily accessible location as determined by the Association. Whenever meters become inaccessible or are unable to be read, the Association shall, in writing, request the Customer to remove whatever obstacles are preventing such access. The Association's notice shall inform the Customer of the obstacles which are preventing such access. The Association's notice shall inform the Customer of the obstacles heretofore mentioned and shall give the Customer fifteen (15) days to eliminate the

obstacles. Where the Customer fails to remove the obstacles within fifteen (15) days after the notice is rendered, the Association may discontinue service or remove the obstacles and charge the Customer, in addition to the service charges listed in the tariff, the Association's cost to remove the obstacles.

19.0 UNAUTHORIZED CONNECTIONS

Connections to the Association's water system for any purpose whatever are to be made only by the Association or its agents. Unauthorized connections render the service subject to immediate discontinuance without notice. Service will not be restored until such unauthorized connections have been removed and payment is made in full for all expenses incurred by the Association and for services estimated by the Association to have been used by reason of such unauthorized connections.

20.0 ALL WATER THROUGH METER

That portion of the Customer's installation for water service shall be so arranged that all water service shall pass through a meter. The Customer will not install temporary pipes, nipples, spacers, or any connection which may permit water to bypass the meter or metering equipment.

21.0 ADJUSTMENT OF BILLS

When a Customer has been overcharged or undercharged as a result of incorrect application of the rate schedules, 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. In the event the Customer has overpaid his account as a result of the adjustment and if a cash refund is requested, it will be made within ten (10) days.

22.0 CUSTOMER DEPOSIT

Before rendering service, the Association may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the

BOCILLA UTILITIES, INC.

ORIGINAL SHEET NO.

Customer from complying with the Utility's 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 surety bond.

The amount of the initial deposit for a residential or multi-residential customer shall be an amount equal to three months of continued service. The amount of the initial deposit for a general service customer shall be an amount equal to three months of continued service.

The association 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, either previously waived or returned, or an additional 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 service for three months of continued service 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 Association shall base its new or additional deposit upon the average actual monthly billing available.

The utility will pay interest on customer deposits at the rate of 8.0% 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 disconnected. No customer depositor will receive interest on his deposit until at least six months.

23.0 REQUEST FOR METER TEST BY CUSTOMER

Should any Customer request a bench test of his water meter, the Association will require a deposit prior to testing to defray cost of same; such deposit will not exceed the schedule of fees set forth in the tariff.

If the meter is found to register in excess of the accuracy limits prescribed in Paragraph 27.0 herein, the deposit will be refunded; if within such accuracy limit, the deposit will be retained by the Association as a service charge for conducting the test.

Further, upon written request of the Customer, the Association shall, without charge, make a field test of the accuracy of the water meter in use at Customer's premises provided that the meter has not been tested within the past twelve (12) months. Where more than one field test is requested by Customer during any continuous twelve (12) months, the additional field tests will be performed at bench test rates and conditions.

24.0 ADJUSTMENTS OF BILLS FOR METER ERROR

In meter tests made by the Utility at the request of the Customer, the accuracy of registration of the meter and its performance in service shall be judged by its average of errors at the test rate flows.

25.0 FAST METERS

Whenever a meter tested pursuant to Rule 27.0 is found to register fast in excess of the tolerance permitted under Rule 27.0, the Association shall refund to the Customer the amount billed in error for one-half the period since the last test; said one-half period not to exceed six (6) months except if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to but not beyond such date. The refund shall not include any part of any minimum charge.

26.0 UNAUTHORIZED USE

In the event of unauthorized use, the Customer may be billed on a reasonable estimate of the service taken. For this rule, unauthorized use shall mean any water transmitted for which no metering device is available for measurement of the consumption.

27.0 ACCURACY REQUIREMENTS OF WATER METERS

- A. GENERAL: All meters used for measuring quantity of water delivered to a Customer shall be in good mechanical condition, shall be adequate in size and design for the type of Service which they measure. The Customer or Customer's engineer shall state the size of the meter needed.
- B. NEW OR REPAIRED METERS: All new meters and all meters removed from service for repairs or tests in accordance with these Rules and Regulations shall be tested as specified herein, prior to being placed or replaced into service.
- C. TEST FLOWS: For determination of minimum test flow and normal test flow test flow limits, the appropriate standard specifications of the American Water Works Association for various types of meters shall be used.
- D. DETERMINATION OF ACCURACY: Meters shall be tested at the minimum test test flow and at least two (2) test flows in the normal test flow limits; one shall be not less than 75% of the rated maximum capacity of the meter and the other shall be at approximately 25% of the rated maximum capacity. No new meter shall be placed in service if it registers less than 95% of the water passed through it at the minimum test flow or over-registers or under-registers more than 1/2% in the normal test flow limits as determined above.

In connection with complaint tests and for the purpose of determining average meter error for refund calculations, two tests shall be made, one at 75% of the rated maximum capacity and another at 25% of the rated maximum capacity. All meters tested in accordance with these rules for period tests or complaint tests shall be tested in the condition as found in the Customer's service, prior to any alteration or adjustment, in order to determine the average meter error. This test shall consist of testing two rates of flow in the normal test flow range as determined above, and the average meter error shall be the algebraic average of the errors of the two tests. Example: A meter testing 1% fast at one rate of flow and 3% slow at the other rate would have an average meter error of 5% slow.

28.0 BILLING MONTH

Meter shall be read for billing cycle purposes as nearly as is practicable on the same day of the month, but no meter reading date shall be a day of the month that is more than 10 days earlier or 10 days later than the day of the month of the prior meter reading.

29.0 SCHEDULE OF RESIDENTIAL AND GENERAL SERVICE RATES

Water service shall be billed at the rates as set forth in the Tariff and as approved by the Board of County Commissioners.

30.0 MISCELLANEOUS CHARGES FOR WATER SERVICE

- A. In the event of inability of Association to read water meter due to destruction of meter or interference with access to meter (fences, meter covered by shrubbery or debris, dog in yard, etc.). Customer will be billed for the monthly average consumption of the last three meter readings, but in no case less than the minimum monthly charge. Adjustment for any variance between

actual consumption and the estimated billing shall be made in the bill rendered following the next actual meter reading.

B. Water supplied to contractors for testing and flushing new water mains or other construction purposes:

- (1) Metered service will be billed in accordance with metered water schedule.
- (2) Unmetered service will be billed at the consumption rate on the approved tariff.

31.0 SERVICE NOT COVERED BY RATE SCHEDULE

Charges for services not listed or for variations or additions to services listed may be provided by Association at its option at rates to be established by Association, subject to the approval of the Board of Directors.

32.0 OTHER CHARGES

A. In the case of service rendered for less than one full month, the following charges will be made:

- (1) Upon initiation of service, service for less than seven (7) days: 25% of minimum plus consumption charges at approved rates.
- (2) Service for 8 - 14 days: 50% of minimum plus consumption charges at approved rates.
- (3) Service for 15 - 21 days: 75% of minimum plus consumption charges at approved rates.
- (4) Service for 22 days or more: regular monthly charge.

B. A service charge, as set forth in the Tariff, will be made for all service calls requested by a Customer, except when service call arises through the fault of the Association.

- C. In the event of damage to the Association's facilities and it is determined by the Utility that damage was caused by a Customer, the Customer is billed for the cost of the repairs.
- D. For initiating service to a Customer, there will be a charge as set forth in the Tariff.
- E. Service after 4:00 p.m. or on Saturday, Sunday, and Utility recognized holiday's at Customer's request will be set forth in Tariff.

33.0 DISCONTINUANCE OF SERVICE

Service will be discontinued at Customer's request. Where service is to be restored at the same premises to the same customer, Customer will pay to the Association, a sum equal to 100% of the minimum bill for each billing period during which service was discontinued. All prior indebtedness must be paid before service will be restored.

34.0 CAPTIONS

The use of captions herein is for convenience only and shall not be utilized in construction of the content of paragraphs.

35.0 CONFLICTS

In the event of any conflict between the Rules and Regulations of any portion of any ordinance or resolution issued by the County of Charlotte, then the ordinance or resolution shall in all instances prevail.

9.0 GUARANTEED REVENUES

Not less than ten days before the day upon which a Developer's on-site water system is accepted by the Utility or 12 months from date of Developer's Agreement and each month thereafter until all capacity reserved for the Developer is serving a customer, developer or owner of lots shall pay to the Utility the sum of money which is equal to 100% of the minimum rate of water service for each equivalent residential connection to be served which is not active. As customers, as defined by the Rules and Regulations of the tariff, are added to the system, the said monthly minimum charges to be paid by the Developer will be reduced by each customer so added.

Should the Developer refuse or fail to pay the money required by this paragraph, the agreement for reservation by the Utility for the Developer shall be void, and no capacity shall be reserved for such Developer.

10.0 SPECIAL CONTRACTS

If the prospective revenue from a proposed system extension appears to be inadequate to defray the costs of operation relative thereto, the Utility and the party or parties requesting the extension may enter into special contract, for revenue guarantees or other such arrangements as will make the extension self-supporting.

11.0 ON-SITE FACILITIES

On-site water facility shall be provided through Utility investment or by the the Developer through refundable advance or contributions-in-aid-of-construction in accordance with this policy and the master plan of the Utility. To the extent the Utility requests the same, this facility shall be conveyed to the Utility by a bill of sale, free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, rights-of-way, as built drawings of the facilities and accurate cost records establishing

the construction costs of the facilities (including material, labor, engineering, administrative and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

12.0 ENLARGEMENT OF FACILITIES

In the event that the Utility decides to install facilities for its future benefit which are larger than normally required in the requested extensions, appropriate adjustment shall be made based on the relative costs with the costs attributable to excess capacity covered by Utility investment or refundable advance agreement as defined in the contract between Utility and Developer.

13.0 DEVELOPER WARRANTY

Upon conveyance of title to the aforesaid system by Developer to Utility and upon acceptance thereof by Utility, Utility may require a one year maintenance bond from Developer (either cash or a surety company acceptable to Utility) in an amount equal to 30% of the actual cost of construction of said system.

14.0 OFF-SITE FACILITIES

Off-site water facility shall be provided through Utility investment or by the Developer through refundable advance or contribution-in-aid-of-construction in accordance with this policy and the master plan of the Utility. This facility, to the extent requested by the Utility, shall be conveyed to the Utility by a bill of sales free and clear of all liens and encumbrances. Necessary maintenance and replacement easements, right-of-ways, as built drawings of the facilities and accurate cost records establishing the construction cost of the facilities (including material, labor, engineering, administrative, and other related costs) shall be turned over to the Utility prior to acceptance of facilities by the Utility. Service will be withheld by the Utility until the above items are received in a form acceptable to the Utility.

15.0 ALTERATION OF EXISTING OFF-SITE FACILITIES

The costs of any necessary expansions and/or alteration of the existing systems in order to supply the demands of the Developer, as determined by the Utility, will be born by the Developer or through Utility investment.

16.0 LENGTH OF EXTENSION

In arriving at the length of a water main extension necessary to render service to any point, the distance from such point to the nearest existing water main shall be considered along lines of proper construction in accordance with Utility approved engineering standards.

17.0 CALCULATION OF FEES FOR EXISTING FACILITIES

Where a developer is connecting to facilities which have been oversized either through previous refundable agreements or through the Utility's investment, the Developer will pay a fee to cover previous excess facilities provided, based on the Developer's hydraulic share of the facilities.

18.0 UTILITY OWNERSHIP

Any facilities subject to these rules shall be owned and maintained by the Utility.

19.0 PUBLIC WAYS AND PRIVATE EASEMENTS

Extension will be made in the county dedicated and accepted public way and/or private recorded easements, provided that final grades have been established. All easements shall provide right of use by the Utility to additionally serve property other than that of the Developer. If extensions are made when grades have not been established and there is reasonable probability that the existing grade will be changed, the Utility may require the Developer(s) seeking the main extension to deposit, at the time of execution of the Developer's Agreement, the estimated net cost of relocating, raising, or lowering the facilities upon establishment of final grades. Any excess of the deposit over actual costs of relocating the facilities shall be refunded to the Developer without interest.

20.0 TIME ALLOTMENT FOR ENGINEERING AND CONSTRUCTION

Upon receipt of the executed Developer's Agreement, the Utility and the Developer shall proceed with the final engineering plans and specifications that each will be responsible for and shall submit such plans and specifications after receiving approval of the Utility to the appropriate regulatory agencies for final approval. The Utility will be allowed a reasonable period of time from the date of the receipt of the Developer's Agreement to complete the final engineering plans and construct the facilities where necessary to serve the Developer. The Developer will provide, without cost to the Utility, all information required by the Utility to design and/or otherwise prepare the noted engineering.

21.0 SERVICE OUTSIDE TERRITORY

Providing service outside of the Utility's territory requires formal proceedings before the Board of County Commissioners. Therefore, it entails engineering, administrative, and legal expenses in addition to costs incurred by the Utility to provide service within its territory. The Utility, therefore, will not be obligated to provide service outside the territory unless the Developer agrees in advance to defray those initial expenses and to pay the estimated costs thereof and the services approved by the Board of County Commissioners. The advancement will be adjusted to conform with actual expenses after proceedings have been completed. The Utility will further make such extensions outside the territory only if the extension or expansion to serve such extensions are economically feasible.

22.0 ORDINANCE

Where an extension must comply with an ordinance, regulation or specification of a public authority, the cost or estimated cost of said extension shall be based upon costs required to comply therewith.

23.0 ADJUSTMENT PROVISIONS

The charges set forth in this Policy and contracts drawn pursuant thereto are subject to prospective adjustment by appropriate action of the governmental agency having jurisdiction of this Policy, whether upon the initiative of the governmental agency or by request of the Utility.

24.0 DEFINITIONS

Terms not specifically defined herein or elsewhere in this Policy are considered to have their commonly understood meaning. Otherwise for the purpose of this Policy the following shall apply:

- A. **ACTIVE CONNECTION** - a connection to the Utility's system at the point of delivery of service, whether or not service is currently being provided for which the application has been made to the Utility and/or a (membership) service deposit posted by a customer.
- B. **CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC)** - shall include any amount of money, services or property received by a Utility from any person or governmental agency, any portion of which is provided at no cost to the Utility, which represents a donation or contribution to the capital of the Utility and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public.
- C. **HYDRAULIC SHARE** - the pro-rata share of the capabilities of the Utility's facilities to be made available for service to the Developer. The pro-rata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost thereof to be borne by the Developer.
- D. **UNUSED CONNECTION** - a water service that terminates at the point of delivery of service and is available for connection by the Customer, but the proposed Customer's water line has never been connected at the point of delivery of service.

E. REFUNDABLE ADVANCE - means money paid for the installation of or property transferred to the Utility by the Developer/Applicant for facilities, which may or may not be used and useful for period of time. The advance is made so that the proposed extension may be rendered economically feasible. The advance is returned to the Developer over a specified period of time in accordance with a Developer's Agreement as additional users connect to the system. The purpose of the refundable advance is to reduce the cash burden upon the Utility by providing a source of funds for the Utility, when such funds may not otherwise be available and thus minimize the cost of capital expenditures to existing customers.

F. TYPES OF PROPERTIES:

1. RESIDENTIAL AND MULTI-RESIDENTIAL - all property devoted to one family dwelling units, duplexes, triplexes, townhouses, multi-family, and mobile homes.
2. GENERAL SERVICE - all property devoted to industrial, business, educations, or other categories not covered by the above.

G. "EQUIVALENT RESIDENTIAL CONNECTION" (ERC) - for the purpose of this Policy means the utilization of a building's space in such a manner as to have the potential of using two hundred (200) gallons of potable water per day. Equivalent residential connections for the usages set forth herein shall be as follows:

Types of Building Usage

Apartments	155 gpd(1)
Bars and cocktail lounges	5 gpd/seat
Boarding schools (student and staff)	75 gpcd (2)
Bowling alleys (toilet wastes only, per lane)	100 gpd
Country clubs (per member)	25 gpcd
Day schools (students and staff)	10 gpcd
Drive-in theatres (per car space)	5 gpd
Factories (with showers)	30 gpcd
Factories (without showers)	10 gpd/100 sq. ft.
Hospitals (with laundry)	250 gpd/bed
Hospitals (without laundry)	200 gpd/bed

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Hotels and Motels (no restaurants or laundry)*	150 gpd/rm or unit
Laundromats	225 gpd/washer
Mobile home parks	185 gpd/trailer
Movie theatres, auditoriums, churches (per seat)	3 gpd
Nursing homes	100 gpd/bed
Office Buildings	10 gpd/100 sq. ft.
Public institutions (other than those listed herein)	75 gpcd
Restaurants (per seat)	50 gpd/seat
Restaurants (fast food) (per seat)	30 gpd/seat
Single-family residence:	
Water: 5/8" x 3/4" meter	200 gpd
Townhouse residences (3)	155 gpd
Stadiums, frontons, ballparks, etc. (per seat)	3 gpd
Stores (without kitchen wastes)	5 gpd/100 sq. ft.
Speculative buildings	30 gpd plus
	10 gpd/100 sq. ft.
Warehouses	30 gpd plus
	10 gpd/1000 sq. ft.

gpd-gallons per day

gpcd-gallons per capita per day

Condominium shall be rated in accordance with the type (apartments, townhouses, etc.)

*Hotels and motels with other facilities to be qualified as per schedule (that is, with laundry add 50 gpd, with restaurant add gpd per seat).

- H. OFF-SITE FACILITIES - the water transmissions mains and facilities, the purpose of which is to provide water service to properties within the service territory of the Utility.
- I. ON-SITE FACILITIES - the portion of the water distribution system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution that is located on the Customer's property, exclusive of the off-site facilities.

25.0 CAPTIONS

The use of captions herein is for convenience only and shall not be utilized in construction of the contents of paragraphs.

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26.0 CONFLICT

In the event of any conflict between the Service Availability Policy and any portion of any ordinance or resolution issued by the County of Charlotte, then the ordinance or resolution shall in all instances prevail.

GENERAL APPLICABILITY
RATE SCHEDULE GA

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - To any customer.

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

RATE: MISCELLANEOUS FEES AND CHARGES

Reimbursement for Extra Expenses:

To Collect Delinquent Account \$ _____ 15 ea.

To Reconnect Discontinued Service ACTUAL COST

PLUS

\$ _____ 15 ea.

To Reconnect Discontinued Service

and/or turn on service at the

Customer's request after 4:00 P.M.

or on Saturday, Sunday and

Utility recognized holidays.

ACTUAL COST

PLUS

\$ _____ 30 ea.

To Return Insufficient Checks

to bank for redeposit or to present

and collect insufficient checks.

\$ _____ 15 ea.

OTHER CHARGES:

- A. A service charge of \$ _____ 25, except as to heretofore provided, may be made for all service calls requested by a Customer. No service charge will be made if the reason for the service call arose through the fault of the Utility.

- B. For initiating service to a Customer, there will be a charge of \$ 25 .
- C. Service after 4:00 P.M. or on Saturday, Sunday, Utility recognized holidays at Customer's request shall be \$ 50 .
- D. The Utility will require the following deposit to bench test a customer's water meter at the customer's request:
 - 5/8" x 3/4" Meter \$ 100 .
 - 1" and 1 1/2" Meter \$ 100 .
 - 2" Meter \$ 100 .
 - Over 2" Meter \$ 100 .

Any refunds of deposit will be made in accordance with the rules and regulations of the Utility.

E. Meter Installation Fees:

Utility charges for the installation of water meters are as follows:

- 5/8" x 3/4" Meter \$ 165 .
- 1" Meter \$ Actual .
- 1 1/2" Meter \$ Actual .
- 2" Meter \$ Actual .
- 3" Meter \$ Actual .
- 4" Meter \$ Actual .
- 6" Meter \$ Actual .

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.

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GENERAL SERVICE
RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Utility.
- APPLICABILITY - To any customer for which no other schedule applies.
- LIMITATIONS - Subject to all Rules and Regulations of this tariff and General Rules and Regulations of this Commission.

BASE FACILITY

<u>Meter Size</u>	<u>Charge per Month</u>	<u>Usage Charge</u>
5/8" x 3/4"	\$ <u>28</u>	\$ <u>3.00</u> per 1,000 gallons
1"	\$ <u>70</u>	\$ <u>3.00</u> per 1,000 gallons
1 1/2"	\$ <u>140</u>	\$ <u>3.00</u> per 1,000 gallons
2"	\$ <u>224</u>	\$ <u>3.00</u> per 1,000 gallons
3"	\$ <u>420</u>	\$ <u>3.00</u> per 1,000 gallons
4"	\$ <u>700</u>	\$ <u>3.00</u> per 1,000 gallons
6"	\$ <u>1,400</u>	\$ <u>3.00</u> per 1,000 gallons
8"	\$ <u>2,240</u>	\$ <u>3.00</u> per 1,000 gallons

- MINIMUM CHARGE - Applicable Base Facility Charge Per Month.
- TERMS OF PAYMENTS - 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.

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Utility.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BASE FACILITY

<u>Meter Size</u>	<u>Charge Per Month</u>	<u>Usage Charge</u>
5/8" x 3/4"	\$ <u>28</u>	\$ <u>3.00</u> per 1,000 gallons

- MINIMUM CHARGE - \$ 28 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.



MULTI-RESIDENTIAL SERVICE
RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Utility.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BASE FACILITY

<u>Meter Size</u>	<u>Charge Per Month</u>	<u>Usage Charge</u>
<u>RATE</u> - All sizes	\$ <u>28</u>	\$ <u>3.00</u> per 1,000 gallons
	per living unit whether occupied or not.	

MINIMUM CHARGE - \$ 28 per living unit (whether occupied or not) 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.