ESIDENTIAL AND GENERAL SERVICE
RATE SCHEDULE RS

2/1/22 Rate Case

TYPE OF FILING

Rolling Oaks Utilities, Inc.

					RESIO	RATE SCHE			Rolling Oaks Utilities, Inc.			
AVAILABILITY					Available throughout the are ser		127.0		WASTEWATER TARIFF			
APPLICABILIT	Υ			•	For water service for all purpose apartment units.	s in private r	esidences	and individual metered		GENERAL SE		
LIMITATION					Subject to all rules and regulation	ns of this Tar	iff and Ge	neral Rules and Regulations of the	e .	RATE SCHED		
			•		Citrus County Water and Waster					Available throughout the	are served by the	
BILLING PERIO	OD				Monthly				AVAILABILITY	company		
		D RATE						≚				
		01/2022 e Facility	NE.	W RATE	e Gallonage Charge (Conservation	Inverted Blo	ck Rates)		ADDLICABILITY	For water corvice for all r	umpoone in private	
Meter Size	100	e racility harge		/ 2022 basi ity Charge			,		APPLICABILITY	For water service for all p		
(Water Sign	·	no.ge	1 0/2()	ity charge		010	815341			residences and individua	ll metered	
5/8" X 3/4"	Ś	10.66	\$	12.11	0 - 10,000 Gallons -	OLD \$ 0.64	NEW \$ 0.73	Per One Thousand Gallons		appartment units.		
3/3 //3/	7	10.00	*		10,001 - 20,000 Gallions	\$ 1.22	\$ 1.39	Per One Thousand Gallons				
					20,001 - 30,000 Gallons -	\$ 1.84	\$ 2.09	Per One Thousand Gallons	LIMITATION	Subject to all rules and re	egulations of this	
					30,001 - 40,000 Gallons -	\$ 2,46	\$ 2.79	Per One Thousand Gallons	LIMITATION		3 <del>-</del> 4	
					Over 40,000 Gallons	\$ 3.05	\$3.46	Per One Thousand Gallons		Tariff and General Rules	and Regulations of	
1"	\$	26.59	\$	30.19	0 - 25,000 Gallons -	\$ 0.64	\$ 0.73	Per One Thousand Gallons		the Citrus		
					25,001 - 50,000 Gallons -	\$ 1.22	\$ 1.39	Per One Thousand Gallons				
					50,001 - 75,000 Gallons -	\$ 1.84	\$ 2.09	Per One Thousand Gallons		County Water and Waste	water Authority	
					75,001 - 100,000 Gallons -	\$ 2.46	\$ 2.79	Per One Thousand Gallons		Codincy vvacci and vvasce	water Authority.	
4 4/28	۸.	C2 4C	,	CO 24	Over 100,000 Gallons	\$ 3.05	\$ 3.46	Per One Thousand Gallons				
1-1/2"	Ş	53.15	÷	60.34	0 - 50,000 Gallons -	\$ 0.64	\$ 0.73	Per One Thousand Gailons	BILLING PERIOD	Monthly		
					50,001 - 100,000 Gallons -	\$ 1.22	\$ 1.39	Per One Thousand Gallons				
					100,001 - 150,000 Gallons - 150,001 - 200,000 Gallons	\$ 1.84 \$ 2.46	\$ 2.09 \$ 2.79	Per One Thousand Gallons Per One Thousand Gallons				
					Over 200,000 Gallons	\$ 3.05	\$ 3.46	Per One Thousand Gallons				02/01/2022
2"	\$	85.00	\$	96.51	0 - 80,000 Gallons - \$	\$ 0.64	\$ 0.73	Per One Thousand Gallons			OLD BACE	
	•		•	6	80,001 - 160,000 Gallons -	\$ 1.22	\$ 1.39	Per One Thousand Gallons			OLD BASE	NEW BASE
					160,001 - 240,000 Gallons -	\$ 1.84	\$ 2.09	Per One Thousand Gallons	*		FACILITY	FACILITY
					240,001 - 320,000 Gallons -	\$ 2.46	\$ 2.79	Per One Thousand Gallons	RATE	Meter Size	CHARGE	CHARGE
					Over 320,000 Gallons	\$ 3.05	\$ 3.46	Per One Thousand Gallons		5/8" X 3/4"	\$17.30	\$18.55
3"	\$	169.96	\$	192.96	0 - 160,000 Gallons -	\$ 0.64	\$ 0.73	Per One Thousand Gallons	·•	40		9 30 300 000
					160,001 - 320,000 Gallons -	\$ 1.22	\$ 1.39	Per One Thousand Gailons		, <u>1</u>	\$43.18	\$46.27
					320,001 - 480,000 Gallons -	\$ 1.84	\$ 2.09	Per One Thousand Gallons		1-1/2"	\$86.30	\$92,48
					480,001 - 640,000 Gallons -	\$ 2.46	\$ 2.79	Per One Thousand Gallons		2"	\$138.05	\$147,94
<b>4</b> "	ė	265 54	ć	204.40	Over 640,000 Gallons	\$ 3.05	\$ 3.46	Per One Thousand Gallons		3"·		2
4	د	265,54	Ą	301.48	0 - 250,000 Gallons - 250,001 - 500,000 Gallons -	\$ 0.64 \$ 1.22	\$ 0.73 \$ 1.39	Per One Thousand Gallons  Per One Thousand Gallons			\$276.05	\$295.81
					500,001 - 750,000 Gallons -	\$ 1.22 \$ 1.84	\$ 2.09	Per One Thousand Gallons Per One Thousand Gallons		4"	\$431.05	\$461.91
			<u>.</u>		750,001 - 1,000,000 Gallons -	\$ 2.46	\$ 2.79	Per One Thousand Gallons		6"	\$621.05	\$665.50
					Over 1,000,000 Gallons	\$ 3.05	\$ 3.46	Per One Thousand Gallons	-	8"	\$862.55	\$924.29
					, , , , , , , , , , , , , , , , , , , ,	1	7 5.15	. at other thousand outlotts		Q	\$602.JJ	<b>\$324.23</b>
6"	\$	531.04	\$	602.51	Per gallon charge the same as fo	r 4"						
MINIMUM CH	ARGE				Applicable Base Facility Charge					RESIDENTAIL UP TO 6,00	Ω	
TERMS OF					Bills are due and payable when r	andored and	hacama	delinguant if not sold within	GALLONAGE CHARGE	and the control of th	<del>-</del>	Ć2.40
PAYMENT					sixteen (16) days for customers r			-		GALLONS	\$3.25	\$3.49
					for customers residing outside th					COMMERCIAL NO		
					notice is mailed to the customer,					MAXIMUM	\$3.9 <b>5</b>	\$4.24
<u> </u>					then be discontinued.	5	•				رد.دب	\$4.24
EFFECTIVE					. Of the second	9		₹				
DATE TYPE OF FILIN	_				2/1/22				MINIMUM CHARGE	Applicable Base Facility C	harge	
	u = 10				Rate Cace					March 181	3 T T T T T T T T T T T T T T T T T T T	

#### WATER TARIFF

#### TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 <u>"BFC"</u> The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 <u>"CERTIFICATE"</u> A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "AUTHORITY" The shortened name for the Citrus County Water and Wastewater Authority.
- 4.0 <u>"COMMUNITIES SERVED"</u> The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" The shortened name for the full name of the utility which is Rolling Oaks Utilities, Inc..
- 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 used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 <u>"RATE"</u> Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 <u>"RATE SCHEDULE"</u> 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.
- 11.0 <u>"SERVICE"</u> As mentioned in this tariff and in agreement with Customers, "Service" 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.
- 12.0 <u>"SERVICE CONNECTION"</u> The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 <u>"SERVICE LINES"</u> The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 <u>"TERRITORY"</u> The geographical area described, if necessary, by metes and bounds but, in all cases, 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 municipality.

### INDEX OF RULES AND REGULATIONS

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Access to Premises	10.0	13.0
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Billing Periods	10.0	15.0
Change of Customer's Installation	9.0	10.0
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Continuity of Service	9.0	8.0
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(Continued to Sheet No. 7.0)

EFFECTIVE DATE - OCTOBER 31, 2009

TYPE OF FILING - GENERAL RATE CASE

JOHN W. PATTON III
ISSUING OFFICER
PRESIDENT

(Continued from Sheet No. 6.0)

	Sheet Number	Rule Number:
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EFFECTIVE DATE - OCTOBER 31, 2009

TYPE OF FILING – GENERAL RATE CASE

JOHN W. PATTON III ISSUING OFFICER PRESIDENT TITLE

#### **RULES AND REGULATIONS**

- 1.0 <u>Policy Dispute</u> 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 Authority.
- 2.0 <u>General Information</u> The Company's Rules and Regulations, insofar as they are inconsistent with any Statute; Law or Authority Order shall be null and void. These rules and regulations are a part of the rate schedules, applications and contracts of the Company, and in the absence of specific written agreement to the contrary, they apply without 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 is 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 service to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff.

- 3.0 <u>Signed Application Necessary</u> Water service is furnished only upon signed application or agreement accepted by the Company and the conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request. The applicant shall furnish to the Company the correct name, street address or lot and block number, at which water service is to be rendered
- 4.0 <u>Applications by Agents</u> Applications for water service requested by firms partnerships, associations, corporations, and others, shall be tendered only by duly authorized parties. When water service is 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 agent and the Company and under which such water service is rendered.
- 5.0 <u>Refusal or Discontinuance of 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.
  - Service may also be discontinued for any violation by the customer or consumer of any rule or regulation set forth in this tariff.
- 6.0 <u>Extensions</u>- Extensions will be made to the Company's facilities in compliance with the Rules/Orders/Tariff issued by the Authority.

- 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. Water service furnished to the customer shall be rendered directly to the customer through Company's individual meter and may not be re-metered by the customer for the purpose of selling 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 re-metering 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 for adjacent property through one meter, even though such adjacent property be owned by him. In case of such unauthorized extension, re-metering, sale or disposition of service, customer's water service is subject to discontinuance until such unauthorized extension, re-metering, sale or disposition is discontinued and full payment is made of bills for water service, calculated on proper classification and rate schedules and reimbursement in full made to the Company for all extra expenses incurred for clerical work, testing and inspections.
- 8.0 Continuity of Service The Company will at all times use reasonable diligence to provide continuous 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, accident, litigations, breakdowns, shutdowns, enemies of the United States, wars, United States, state, municipal or other governmental interference, acts of God or other causes beyond its control. If at any time the Company shall interrupt or discontinue its service for preplanned maintenance for any period greater than one hour, all customers effected by said interruption or discontinuance shall be given not less than 24 hours notice.
- 9.0 Type and Maintenance The Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with the standard practice, conforming with the Rules and Regulations of the Company, and in full compliance with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled, and protected, or which may adversely affect the water service; and the Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 10.0 <u>Change of Customer's Installation</u> No changes or increases in Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company shall be made without written consent of the Company. The Customer will be liable for any change resulting from a violation of this rule.
- 11.0 <u>Inspection of Customer's Installation</u> All Customer's water service installations or changes shall be inspected upon completion by competent authority to insure that Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such Local governmental or other rules as may be in effect. Where municipal or other governmental inspection is required by local rules or ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

(Continued on Sheet 10.0)

EFFECTIVE DATE – OCTOBER 31, 2009

JOHN W. PATTON III ISSUING OFFICER PRESIDENT

### ROLLING OAKS UTILITIES, INC WATER TARIFF

# FIRST REVISED SHEET 10.0 CANCELLS ORIGINAL SHEET 10.0

(Continued from Sheet 9.0)

- 12.0 <u>Protection of Company's Property</u> 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 and inspecting, or removing the Company's property and other purposes incident to performance under or termination of Company's Agreement with the customer and in such performance shall not be liable for trespass.
- 14.0 <u>Right of Way or Easements</u> 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 <u>Billing Periods</u> Bills for water service will be rendered Monthly. Bills are due when rendered and shall be considered as received by the Customer when delivered or mailed to the service address or some other place mutually agreed upon.
  - A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.
  - Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.
- Delinquent Bills Bills are due when rendered, and, for a customer with a Florida Address if not paid within sixteen (16) days thereafter, or within twenty one (21) days for a customer with a billing address outside of Florida, become delinquent and water service may then after five (5) days written notice, be discontinued. A late payment charge of \$5.00 or 1.5% of the payment due, whichever is greater, shall be added to bills remaining unpaid after 16 days for a customer with a Florida Billing address, or 21 days for a, customer with a billing address outside of Florida. Service shall be restored only upon

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

(Continued on Sheet 11.0)

EFFECTIVE DATE - OCTOBER 31, 2009

TYPE OF FILING - GENERAL RATE CASE

JOHN W. PATTON III
ISSUING OFFICER
PRESIDENT

# FIRST REVISED SHEET 11.0 CANCELLS ORIGINAL SHEET 11.0

(Continued from Sheet 10.0)

- 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. If the charges for water service are not so paid, the Company may discontinue both wastewater service and water service to the customer's premises for nonpayment of the water service charges or if the charges for wastewater service are not so paid the Company may discontinue both water service and wastewater service to the customer's premises for nonpayment or the sewer service charge. The Company shall not reestablish or reconnect wastewater service and water service or either of such services until such time as all wastewater service charges and water service charges and all other expenses or charges established or provided for by these rules and regulations are paid.
- 18.0 <u>Temporary Discontinuance of Service</u> At any time that water service is not being furnished to the premises, as confirmed by the Company furnishing said water service. Upon application to the Company by the customer for a temporary shutoff of at least 60 days duration, billing for water service to the premises will be suspended for the number of whole months that water service is discontinued to the premises.
  - The Company may charge a stand-by fee of up to 100% of the minimum bill for each billing period during which period service is discontinued.
- 19.0 <u>Tax Clause</u> Rates and/or charges may be increased or a surcharge added in the amount of the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect after the approval of this rule which are assessed on the basis of meters or customers or the price of or revenues from water sold, not including income taxes.
- 20.0 <u>Change of Occupancy</u> When 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 (3) days prior to the date of change by the outgoing customer, who will be held responsible for all water service used on such premises until such written notice is so received and the Company has had reasonable time to discontinue 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. Customer's deposit may be transferred from one service location to another, if both locations are supplied by the Company, consumer's deposit may not be transferred from one name to another.

For the convenience of its customers, the Company, will accept telephone orders to discontinue or transfer water service 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.

21.0 <u>Unauthorized Connections-Water</u> - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company, unauthorized connections render the service subject to immediate discontinuance without notice and water service will not be restored until such unauthorized connections have been removed and unless settlement is made

(Continued on Sheet 12.0)

JOHN W. PATTON III ISSUING OFFICER PRESIDENT TITLE

### ROLLING OAKS UTILITIES, INC WATER TARIFF

# FIRST REVISED SHEET 12.0 CANCELLS ORIGINAL SHEET 12.0

(Continued from Sheet 11.0)

in full for all water service estimated by the Company to have been used by reason of such unauthorized connection.

- 22.0 <u>Meters-</u> 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, and when the Company considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices.
- 23.0 <u>All Water Through Meter</u>- That portion of the customer's installation for water service shall be so arranged that all water service shall pass through the meter. No temporary pipes, nipples, or spaces are permitted and under no circumstances are connections allowed which may permit water to bypass the meter or metering equipment.
- 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 by be. 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 nonresidential customer's deposit at the rate of 6% per annum upon retaining such deposit.

When service is discontinued, the deposit and accrued interest may be credited against the final account, with the balance, if any, refunded within 15 days. This provision does not relieve customer of obligation to pay any bill for service rendered.

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

- 25.0 <u>Termination of Service</u> When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 26.0 Adjustment of Bills for Meter Error- In meter tests made by the Authority or by the Company, the accuracy of registration of the meter and its performance in service shall be judged by its average error. The average meter error shall be considered to be the average of the errors at the test rate flows.
- 27.0 <u>Fast Meters</u> Whenever a meter tested is found to register fast in excess of the tolerance provided in the meter accuracy requirements provision herein, the Utility 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 that 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.

(Continued on Sheet 13.0)

EFFECTIVE DATE – OCTOBER 31, 2009

TYPE OF FILING – GENERAL RATE CASE

JOHN W. PATTON III ISSUING OFFICER PRESIDENT TITLE (Continued from Sheet 12.0)

28.0 <u>Meter Accuracy Requirements</u>- 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 use of any customer every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within the accuracy limits set forth in the following table:

### Accuracy Limits In Percent

Meter Type	Maximum Rate	Intermediate Rate	New	Repaired
Displacement	98.5-101.5	98.5-101.5	95-101.5	90-101.5
Current	97-102	None	95-102	90-102
Compound*	97-103	97-103	95-103	90-103

<sup>\*</sup>The minimum required accuracy for compound meters at any rate within the "changeover" range of flows shall be 85%.

29.0 <u>Filing of Contracts</u> - The Company shall file copies of all contracts for service availability with the Authority within thirty (30) days after execution.

The Company shall file with the Authority copies of all Guaranteed Revenue Contracts or special contracts for the sale of its product or services in a manner not specifically covered by its standard regulations or approved rate schedules prior to execution.

### **CUSTOMER DEPOSITS**

- 30.0 <u>ESTABLISHMENT OF CREDIT</u> 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.
- 31.0 AMOUNT OF DEPOSIT The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	General Service
5/8" X 3/4"	\$40.00	\$50.00
1"		\$125.00
1 1/2"		\$250.00
2"		\$400.00
3"		\$800.00
4"		\$1,250.00
6"		\$2,500.00
8"		\$4,000.00
10"		\$5,750.00
12"		\$10,750.00

## Residential Rental \$60.00

ALL

- 32.0 <u>ADDITIONAL DEPOSIT</u> 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.
- 33.0 <u>INTEREST ON DEPOSIT</u> The Company shall pay interest on Customer deposits pursuant to Rules 2530.311(4) and (4a). The rate of interest is 6% 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 deposit until a customer relationship and the deposit have been in existence for at least 6 (six) months. At such time, the customer depositor shall be entitled to receive interest from the day of commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the Customer's account during the month of March each year.
- 34.0 <u>REFUND OF DEPOSIT</u> 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 Rules 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 - APRIL 30, 2014

JOHN W. PATTON III ISSUING OFFICER PRESIDENT

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EFFECTIVE DATE – APRIL 30, 2014

TYPE OF FILING – GENERAL RATE CASE

JOHN W. PATTON III ISSUING OFFICER PRESIDENT TITLE

## METER TEST DEPOSIT

<u>METER BENCH TEST REQUEST</u> - 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.

METER SIZE FEE

5/8" x 3/4" \$81.20

1" \$86.30

1 1/2" \$96.45

2" \$101.50

All Others Actual Cost

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

<u>METER FIELD TEST REQUEST</u> - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

METER RE-READ. FEE

\$40.60

A customer may request a Re-Read of their meter. If the meter is determined to be defective there will not be a charge for this service.

ADJUSTMENT OF METER BOX FEE

5/8 X 3/4" \$50.75

All Others Cost

Testing of Backflow Prevention Device

\$101.50

EFFECTIVE DATE - APRIL 30, 2014

TYPE OF FILING - GENERAL RATE CASE

JOHN W. PATTON III ISSUING OFFICER PRESIDENT

#### MISCELLANEOUS SERVICE CHARGES

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

<u>INITIAL CONNECTION</u> - This charge may be levied for service initiation at a location where service did not exist previously.

Initial Connection Fee \$ 50.75

<u>NORMAL RECONNECTION</u> - This charge may 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.

Normal Reconnection Fee \$ 50.75

<u>VIOLATION RECONNECTION</u> - This charge may 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.

Violation Reconnection Fee \$50.75

PREMISES VISIT \$50.75

LATE PAYMENT FEE \$ 5.10

<u>TAMPERING FEE</u> - This charge may be levied prior to reconnection of an existing customer far cause in the event that the customer has tampered with the water connection for the purpose of eliminating or reducing the amount they would normally owed the utility, including, but not limited to, Jumper Removal, Tampering, or Unauthorized Use.

#### Tampering Fee

5/8" X 3/4"	\$ 152.25

1" \$ 172.55

1 1/2" \$ 192.85

2" \$ 253.75

All Others \$ 253.75 Plus Cost

Tampering with Backflow Device \$147.20

<u>DAMAGE TO UTILITY PROPERTY</u> A person who causes damage to the utility's property will be responsible for payment of the total cost, plus any taxes, of the repair of the property whether the repair is completed by an independent contractor or the Utility's employees.

EFFECTIVE DATE - APRIL 30, 2014

<u>JOHN W. PATTON III</u> ISSUING OFFICER <u>PRESIDENT</u> TITI F

#### MISCELLANEOUS SERVICE CHARGES - CONTINUED

<u>DEVELOPER CHANGING METER LOCATION</u>. If a developer changes a meter location and the move requires the company to adjust the meter, and or change the meter in any way in order to either provide continuing service or to read the meter, there will be a \$147.20 charge for each meter moved.

LANDLORD SERVICE. When an applicant applies for service as a "Renter" the company will notify the Landlord that a renter is now responsible for the water bill. When the renter notifies the utility that they are terminating service the responsibility for the water bill will be automatically transferred to the homeowner on the date that the renter's service has terminated. Because the transfer to the homeowner is expected to be for a short duration, and the fact that a rental property could be rented to several persons over the course of any one year, the homeowner will not be charged a connection fee in order to maintain service when a renter moves out. The utility will read the meter on the day the renter has terminated service, and will establish a new service for the homeowner

#### NOTIFICATION TO LANDLORD

John Doe 12345 Colbert Ct Beverly Hills, FL. 34465

Re; Rental Property, 12345 Melbourne St, Beverly Hills, Fl. 34465

Mr. Doe, Sally Sue has applied for water and wastewater service at the subject address. He / She has informed our office that you are the homeowner, and her landlord for the subject property. Be advised that you will be responsible for the water and wastewater service at the time your renter terminates their service. In order for you to have water service to clean your property, and to properly maintain it until another person moves in we have made the following concession to you. You will NOT be charged a connection fee to continue service, unless you indicate to us that you will be permanently responsible for the service at this address. You will; however, be charged for water service at the normal Residential Rate for Water Service, and Residential Rate for Wastewater service, if applicable, until such time as a new resident moves into the subject property.

If you have any questions please contact our office at 352-746-4291.

Sincerely, Rolling Oaks Utilities, Inc.

EFFECTIVE DATE – APRIL 30, 2014

TYPE OF FILING – GENERAL RATE CASE

JOHN W. PATTON III ISSUING OFFICER PRESIDENT TITLE

#### **WASTEWATER TARIFF**

## **ROLLING OAKS UTILITIES, INC.**

31 S. MELBOURNE STREET BEVERLY HILLS, FL. 34465

PHONE 352-746-4291 EMERGENCY PHONE NUMBER 352-621-4335

FILED WITH THE CITRUS COUNTY BOARD OF COUNTY COMMISIONERS WATER AND WASTEWATER AUTHORITY

### **Technical Terms and Abbreviations**

- 1.0 "Company"- Rolling Oaks Utilities, Inc.
- 2.0 "Consumer"- Any person, firm, association, corporation, governmental agency or similar organization supplied with sewer service by the Company.
- 3.0 "Service"- Service, as mentioned in this Tariff and in agreement with customers, shall be construed to include, in addition to all sewer service required by the customer the readiness and ability on the part of the company to furnish sewer service to the customer. Service shall conform to the standards set forth in Section 367.III of the Florida Statutes.
- 4.0 "Customer's Installation"- All pipes, shut offs, valves, fixtures and appliances or apparatus a by customer, or used by consumer under lease or otherwise.
- 5.0 "Point of Collection"- The point where the Company's pipes or meters are connected with pipes of the consumer.
- 6.0 "Main"- Shall refer to a pipe, conduit, or other facility installed to convey sewer service from individual service lines or other mains.
- 7.0 "Service Lines"- The pipes of the Company which are connected from the mains to the point of collection.
- 8.0 "Rate Schedule"- Refers to rates or charges for the particular classification of service.
- 9.0 "Authority", Refers to the Citrus County Water and Wastewater Authority.
- 10.0 "Certificate"- Means the sewer certificate issued to the company by the Authority.
- 11.0 "Customer"- Means the person, firm or corporation who has entered into an agreement to receive sewer service from the company and who is liable for the payment of that sewer service.
- 12.0 "Rate" Amount which the company may charge for water service which is applied to the Customer's actual consumption.
- 13.0 "BFC" The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for Wastewater disposal.
- 14.0 "Service Connection" The point where the Company's pipe or meters are connected with the pipes of the customer.
- 15.0 "Territory" The geographical area described, if necessary, by metes and bounds but, in all cases, 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.

## Index of Rules and Regulations

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(Continued to Sheet No. 7.0)

# ROLLING OAKS UTILITIES, INC WASTEWATER TARIFF

# SECOND REVISED SHEET 7.0 CANCELS FIRST REVISED SHEET 7.0

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#### **RULES AND REGULATIONS**

- 1.0 <u>POLICY DISPUTE</u> 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 CITRUS COUNTY OFFICE OF UTILITY REGULATION.
- 2.0 <u>GENERAL INFORMATION</u> THE COMPANY'S RULES AND REGULATIONS, INSOFAR AS THEY ARE INCONSISTENT WITH ANY STATUTE, LAW OR AUTHORITY ORDER SHALL BE NULL AND VOID. THESE RULES AND REGULATIONS ARE PART OF THE RATE SCHEDULES, APPLICATIONS & CONTRACTS OF THE COMPANY, AND IN THE ABSENCE OF SPECIFIC WRITTEN AGREEMENT TO THE CONTRARY, THEY APPLY WITHOUT MODIFICATION OR CHANGE TO EACH AND EVERY CUSTOMER TO WHOM THE COMPANY RENDERS WASTEWATER SERVICE.

IN THE EVENT THAT A PORTION OF THESE RULES AND REGULATIONS IS DECLARED UNCONSTITUTIONAL OR VOID FOR ANY REASON BY ANY COURT OF COMPETENT JURISDICTION, SUCH DECISION SHALL IN NO WAY AFFECT THE REMAINING PORTIONS OF THE RULES AND REGULATIONS FOR WASTEWATER SERVICE UNLESS SUCH COURT ORDER OR DECISION SHALL SO DIRECT.

THE COMPANY SHALL PROVIDE SERVICE TO ALL CUSTOMERS REQUIRING SUCH SERVICE WITHIN THE TERRITORY DESCRIBED IN ITS CERTIFICATE UPON SUCH TERMS AS ARE SET FORTH IN THIS TARIFF.

- 3.0 <u>SIGNED APPLICATION NECESSARY</u> WASTEWATER SERVICE IS FURNISHED ONLY UPON SIGNED APPLICATION OR AGREEMENT ACCEPTED BY THE COMPANY AND THE CONDITIONS OF SUCH APPLICATION OR AGREEMENT ARE BINDING UPON THE CUSTOMER AS WELL AS UPON THE COMPANY. A COPY OF THE APPLICATION OR AGREEMENT FOR WASTEWATER SERVICE ACCEPTED BY THE COMPANY WILL BE FURNISHED TO THE APPLICANT UPON REQUEST.
  - THE APPLICANT SHALL FURNISH TO THE COMPANY THE CORRECT NAME, STREET ADDRESS OR LOT AND BLOCK NUMBER, AT WHICH WASTE WATER SERVICE IS REQUESTED.
- 4.0 <u>APPLICATIONS BY AGENTS</u> APPLICATIONS FOR WASTEWATER SERVICE REQUESTED BY FIRM'S PARTNERSHIPS, ASSOCIATIONS, CORPORATIONS, AND OTHERS, SHALL BE TENDERED ONLY BY DULY AUTHORIZED PARTIES. WHEN WASTEWATER SERVICE IS RENDERED UNDER AGREEMENT OR AGREEMENTS ENTERED INTO BY THE COMPANY AND AN AGENT OF THE PRINCIPAL THE USE OF SUCH WASTEWATER SERVICE BY THE PRINCIPAL OR AGENT SHALL CONSTITUTE FULL AND COMPLETE RATIFICATION BY THE PRINCIPAL OF THE AGREEMENT OR AGREEMENTS ENTERED INTO BETWEEN AGENT AND COMPANY, AND UNDER WHICH WASTEWATER SERVICE IS RENDERED.

- 5.0 <u>WITHHOLDING SERVICE</u> THE COMPANY MAY WITHHOLD OR DISCONTINUE WASTEWATER SERVICE RENDERED UNDER ANY 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 WASTEWATER SERVICE HAS BEEN SETTLED IN FULL.
  - SERVICE MAY ALSO BE DISCONTINUED FOR ANY VIOLATION BY THE CUSTOMER OR CONSUMER OF ANY RULE OR REGULATION SET FORTH IN THE TARIFF.
- 6.0 <u>EXTENSIONS</u> EXTENSIONS WILL BE MADE TO THE COMPANY'S FACILITIES IN COMPLIANCE WITH THE RULES / ORDERS / TARIFF BY THE COMMISSION.
- 7.0 LIMITATION OF USE - WASTEWATER SERVICE PURCHASED FROM THE COMPANY SHALL BE USED BY THE CONSUMER ONLY FOR THE PURPOSES SPECIFIED IN THE APPLICATION FOR WASTEWATER SERVICE. WASTEWATER SERVICE FURNISHED TO THE CONSUMER SHALL BE FOR THE CONSUMER'S OWN USE, AND WASTEWATER SHALL BE RECEIVED DIRECTLY FROM THE CONSUMER INTO THE COMPANY'S MAIN SEWER LINES. IN NO CASE SHALL A CONSUMER, EXCEPT WITH THE WRITTEN CONSENT OF THE COMPANY, EXTEND HIS LINES ACROSS A STREET, ALLEY, LANE, COURT, PROPERTY LINE, AVENUE, OR OTHER WAY, IN ORDER TO FURNISH WASTEWATER SERVICE FOR AN ADJACENT PROPERTY, EVEN THOUGH SUCH ADJACENT PROPERTY BE OWNED BY HIM. IN CAST OF SUCH UNAUTHORIZED EXTENSION, SALE OR DISPOSITION OF SERVICE, CONSUMER'S SEWER SERVICE IS SUBJECT TO DISCONTINUANCE UNTIL SUCH UNAUTHORIZED EXTENSION. SALE OR DISPOSITION IS DISCONTINUED AND FULL PAYMENT IS MADE OF BILLS FOR SEWER SERVICE, CALCULATED ON PROPER CLASSIFICATIONS AND RATE SCHEDULES AND REIMBURSEMENT IN FULL BE MADE TO ETH COMPANY FOR ALL EXTRA EXPENSES INCURRED FOR CLERICAL WORK, TESTING, AND INSPECTIONS.
- 8.0 CONTINUTY OF SERVICE THE COMPANY WILL AT ALL TIMES USE REASONABLE DILIGENCE TO PROVIDE CONTINUOUS SEWER SERVICE, AND HAVING USED REASONABLE DILIGENCE, SHALL NOT BE LIABLE TO THE CUSTOMER FOR FAILURE OR INTERRUPTION OF CONTINUOUS SEWER SERVICE. THE COMPANY SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, LABOR TROUBLES, ACCIDENT, LITIGATIONS, BREAKDOWNS, SHUTDOWNS FOR EMERGENCY REPAIRS, OR ADJUSTMENTS, ACTS OF SABOTAGE, ENEMIES OF THE UNITED STATES, WARS, UNITED STATES, STATE, MUNICIPAL OR OTHER GOVERNMENTAL INTERFERENCE, ACTS OF GOD OR OTHER CAUSES BEYOND ITS CONTROL. IF AT ANY TIME THE COMPANY SHALL INTERUPT OR DISCONTINUE ITS SERVICE FOR ANY PERIOD GREATER THAN ONE HOUR, ALL CUSTOMERS EFFECTED BY SAID INTERUPTION OR DISCONTINUANCE SHALL BE GIVEN NOT LESS THAN 24 HOURS NOTICE.

- 9.0 TYPE AND MAINTENANCE THE CUSTOMER'S PIPES, APPARTUS AND EQUIPMENT SHALL BE SELECTED, INSTALLED, USED AND MAINTAINED IN ACCORDANCE WITH THE STANDARD PRACTICE, CONFORMING WITH THE RULES AND REGULATIONS OF THE COMPANY, AND IN FULL COMPLIANCE WITH ALL LAWS AND GOVERNMENTAL REGULATIONS APPLICABLE TO SAME. THE COMPANY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF THE CUSTOMER'S PIPES AND FACILITIES. THE CUSTOER EXPRESSLY AGREES NOT TO UTILIZE ANY APPLIANCE OR DEVICE WHICH IS NOT PROPERLY CONSTRUCTED, CONTROLLED AND PROTECTED, OR WHICH MAY ADVERSELY AFFECT THE SEWER SERVICE; AND THE COMPANY RESERVES THE RIGHT TO DISCONTINUE OR WITHHOLD SEWER SERVICE TO SUCH APPARTUS OR DEVICE.
- 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 STATIONS OF THE COMPANY, SHALL BE MADE WITHOUT WRITTEN CONSENT OF THE COMPANY. THE CUSTOMER WILL BE LIABLE FOR ANY CHANGE RESULTING FROM A VIOLATION OF THIS RULE.
- 11.0 <u>INSPECTION OF CUSTOMERS INSTALLATION</u> ALL CUSTOMER'S SEWER SERVICE INSTALLATIONS OR CHANGES SHALL BE INSPECTED UPON COMPLETION BY COMPETENT AUTHORITY TO INSURE THAT CUSTOMER'S PIPING, EQUIPMENT, AND DEVICES HAVE BEEN INSTALLED IN ACCORDANCE WITH ACCEPTED STANDARD PRACTICE AND SUCH LOCAL GOVERNMENTAL OR OTHER RULES AS MAY BE IN EFFECT. WHERE MUNICIPAL OR OTHER GOVERNMENTAL INSPECTION IS REQUIRED BY LOCAL RULES OR ORDINANCES, THE COMPANY CANNOT RENDER SEWER SERVICE UNTIL SUCH INSPECTION HAS BEEN MADE AND A FORMAL NOTICE OF APPROVAL FROM THE INSPECTING AUTHORITY HAS BEEN RECEIVED BY THE COMPANY.
  - THE COMPANY RESERVES THE RIGHT TO INSPECT CUSTOMER'S INSTALLATION PRIOR TO RENDERING SEWER 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 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 APPARTUS.
  - 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 AND INSPECTING, OR REMOVING THE COMPANY'S PROPERTY AND OTHER PURPOSES INCIDENT TO PERFORMANCE UNDER OR TERMINATION OF THE COMPANY'S AGREEMENT WITH THE CUSTOMER AND IN SUCH PERFORMANCE SHALL NOT BE LIABLE FOR TRESPASS.
- 14.0 <u>RIGHT OF WAY OR EASEMENTS</u> 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 WASTEWATER SERVICE.
- 15.0 <u>BILLING PERIODS</u> BILLS FOR WASTEWATER SERVICE WILL BE RENDERED MONTHLY. BILLS ARE DUE WHEN RENDERED AND SHALL BE CONSIDERED AS RECEIVED BY THE CUSTOMER WHEN DELIVERED OR MAILED TO THE 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, AND IF NOT PAID WITHIN SIXTEEN (16), FOR A FLORIDA RESIDENT, OR 21 DAYS FOR A NON-FLORIDA RESIDENT, DAYS THEREAFTER BECOME DELINQUENT, AND SEWER SERVICE MAY THEN, AFTER FIVE WORKING (5) DAYS WRITTEN NOTICE, BE DISCONTINUED. A LATE PAYMENT CHARGE OF 3% (THREE PERCENT) OF THE CURRENT BILL OR \$5.00 WHICHEVER IS GREATER SHALL BE ADDED TO BILLS REMAINING UNPAID AFTER 20 DAYS. SERVICE SHALL BE RESTORED ONLY UPON PAYMENT OF ALL PAST-DUE BILLS AND PENALTIES, TOGETHER WITH AN APPROPRIATE RECONNECT CHARGE. THERE SHALL BE NO LIABILITY OF ANY KIND AGAINST THE COMPANY BY REASON OF DISCONTINUANCE OF SEWER SERVICE TO THE CONSUMER FOR FAILURE OF THE CONSUMER TO PAY THE BILLS ON TIME.
  - PARTIAL PAYMENTS OF A BILL FOR WASTEWATER SERVICE RENDERED WILL NOT BE ACCEPTED BY THE COMPANY, EXCEPT BY THE COMPANY'S AGREEMENT OR BY 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 WASTEWATER SERVICE BILL RENDERED BY THE COMPANY TO A CUSTOMER SHALL NOT BE ACCEPTED BY THE COMPANY WITHOUT THE SIMULTANEOUS OR CONCURRENT PAYMENT OF ANY WATER 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 WASTEWATER SERVICE CHARGES OR IF THE CHARGES FOR WATER SERVICE ARE

(CONTINUED TO SHEET NO. 12.0)

### (CONTINUED FROM SHEET NO. 11.0)

NOT PAID THE COMPANY MAY DISCONTINUE BOTH WATER SERVICE AND SEWER SERVICE TO THE CONSUMER'S PREMISES FOR NONPAYMENT OF THE WATER SERVICE CHARGE. THE COMPANY SHALL NOT RE-ESTABLISH OR RECONNECT SEWER SERVICE AND WATER SERVICE OR EITHER OF SUCH SERVICES UNTIL SUCH TIME AS ALL SEWER SERVICE CHARGES AND WATER SERVICE CHARGES AND ALL OTHER EXPENSES OR CHARGES ESTABLISHED OR PROVIDED FOR BY THESE RULES AND REGULATIONS ARE PAID IN FULL.

- 18.0 TEMPORARY DISCONTINUANCE OF SERVICE AT ANY TIME THAT SEWER SERVICE IS NOT BEING FURNISHED TO THE PREMISES, AS CONFIRMED BY THE COMPANY, FURNISHED SAID SEWER SERVICE, UPON APPLICATION TO THE COMPANY BY THE CUSTOMER FOR A TEMPORARY SHUTOFF OF AT LEAST 60 DAYS DURATION. BILLING. FOR SEWER SERVICE TO THE PREMISES WILL BE SUSPENDED FOR THE NUMBER OF WHOLE MONTHS THAT SEWER SERVICE IS DISCONTINUED TO THE PREMISES.
  - THE COMPANY MAY CHARGE A STAND-BY FEE OF THE MINIMUM BILL, OR "BFC", FOR EACH BILLING PERIOD DURING WHICH PERIOD SERVICE IS DISCONTINUED.
- 19.0 <u>EVIDENCE OF CONSUMPTION</u> THE INITIATION OR CONTINUATION OR RESUMPTION OF WATER SERVICE TO THE PREMISES SHALL CONSTITUTE THE INITIATION, CONTINUATION, OR RESUMPTION OF SANITARY SEWER SERVICE TO THE PREMISES, REGARDLESS OF OCCUPANCY.
- 20.0 TAX CLAUSE RATES AND/OR CHARGES MAY BE INCREASED, OR A SURCHARGE ADDED IN THE AMOUNT OF THE APPLICABLE PROPORTIONATE PART OF ANY TAXES AND ASSESSMENTS IMPOSED BY ANY GOVERNMENTAL AUTHORITY IN EXCESS OF THOSE IN EFFECT AFTER THE APPROVAL OF THIS RULE WHICH ARE ASSESSED ON THE BASIS OF METERS OR CUSTOMERS, OR THE PRICE OF, OR REVENUES FROM SEWAGE SERVICE SOLD, NOT INCLUDING INCOME TAXES.
- 21.0 CHANGE OF OCCUPANCY WHEN CHANGE OF OCCUPANCY TAKES PLACE ON ANY PREMISES SUPPLIED BY THE COMPANY WITH SEWER 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, WHO WILL BE HELD RESPONSIBLE FOR ALL SEWER SERVICE USED ON SUCH PREMISES UNTIL SUCH WRITTEN NOTICE IS SO RECEIVED AND THE COMPANY HAS HAD REASONABLE TIME TO DISCONTINUE SEWER SERVICE. HOWEVER, IF SUCH WRITTEN NOTICE HAS NOT BEEN RECEIVED, THE APPLICATION OF A SUCCEEDING OCCUPANT FOR SEWER SERVICE WILL

(CONTINUED TO SHEET No. 13.0)

#### (CONTINUED FROM SHEET NO. 12.0)

AUTOMATICALLY TERMINATE THE PRIOR ACCOUNT. CUSTOMER'S DEPOSIT MAY BE TRANSFERRED FROM ONE SERVICE LOCATION TO ANOTHER, IF BOTH LOCATIONS ARE SUPPLIED BY THE COMPANY. CONSUMER'S DEPOSIT MAY NOT BE TRANSFERRED FROM ONE NAME TO ANOTHER.

FOR THE CONVENIENCE OF ITS CUSTOMERS, THE COMPANY, WILL ACCEPT TELEPHONE ORDERS TO DISCONTINUE OR TRANSFER WATER SERVICE 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.

- 22.0 <u>UNAUTHORIZED CONNECTIONS</u> SEWER CONNECTIONS TO THE COMPANY'S SEWER SYSTEM FOR ANY PURPOSE WHATSOEVER ARE TO BE MADE ONLY BY EMPLOYEES OF THE COMPANY, UNAUTHORIZED CONNECTIONS RENDER THE SERVICE SUBJECT TO IMMEDIATE DISCONTINUANCE WITHOUT NOTICE AND SEWER SERVICE WILL NOT BE RESTORED UNTIL SUCH UNAUTHORIZED CONNECTIONS HAVE BEEN REMOVED AND UNLESS SETTLEMENT IS MADE IN FULL FOR ALL SEWER SERVICE ESTIMATED BY THE COMPANY TO HAVE BEEN USED BY REASON OF SUCH UNAUTHORIZED CONNECTION.
- 23.0 <u>ADJUSTMENT OF BILLS</u> WHEN A CUSTOMER HAS BEEN OVERCHARGED OR UNDERCHARGED AS A RESULT OF INCORRECT APPLICATION OF THE RATE SCHEDULES, OR IF SEWER SERVICE IS MEASURED BY WATER CONSUMPTION, A METER ERROR IS DETERMINED, THE AMOUNT MAY BE CREDITED OR BILLED TO THE CONSUMER, AS THE CASE MAY BE.

#### 24.0 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:

(CONTINUED TO SHEET NO. 14.0)

### (CONTINUED FROM SHEET NO. 13.0)

- (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 COMPANY'S ESTIMATE OF THE CUSTOMER'S ACTUAL CHARGE FOR TWO MONTHLY BILLING PERIODS FOR ALL METER SIZES AND CLASSES OF SERVICE EXCEPT AS FOLLOWS:

METER SIZE

RESIDENTIAL HOMEOWNER

5/8" X 3/4"

\$60.00

(\$100.00 FOR COMBINED WATER AND SEWER SERVICE)

METER SIZE

**RESIDENTIAL RENTAL UNIT** 

5/8" X 3/4"

\$75.00

(\$120.00 FOR COMBINED WATER AND SEWER SERVICE)

METER SIZE	GENERAL / COMMERCIAL SERVICE
3/4"	\$ 110.00
1"	\$ 275.00
1 1/2"	\$ 550.00
2"	\$ 880.00
3"	\$ 1,760.00
4"	\$ 2,750.00
6"	\$ 5,500.00
8"	\$ 8,800.00
10"	\$12,650.00
12"	\$23,650.00

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.

#### (CONTINUED TO SHEET NO. 14.1)

ROLLING OAKS UTILITIES, INC. WASTEWATER TARIFF SECOND REVISED SHEET NO. 14.1 CANCELS FIRST REVISED SHEET NO. 14.1

(CONTINUED FROM SHEET NO. 14.0)

THE TOTAL AMOUNT OF THE REQUIRED DEPOSIT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AVERAGE ACTUAL CHARGE FOR WATER AND WASTEWATER 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 BILLINGS AVAILABLE.

INTEREST ON DEPOSIT - THE COMPANY SHALL PAY INTEREST ON CUSTOMER DEPOSITS PURSUANT TO RULE 25-30.311(4) AND (4)(A). THE RATE OF INTEREST IS 6% 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 CUSTOMER'S ACCOUNT DURING THE MONTH OF MARCH 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 NOT, IN THE PRECEDING 12 MONTHS: 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), PAID WITH A CHECK REFUSED BY A BANK, BEEN DISCONNECTED FOR NON-PAYMENT, OR 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 NONRESIDENTIAL CUSTOMER'S DEPOSIT AT THE RATE OF 7% PER ANNUM UPON RETAINING SUCH DEPOSIT.

(CONTINUED TO SHEET NO. 14.2)

FIRST REVISED SHEET NO. 14.2 CANCELS ORIGINAL SHEET NO. 14.2

(CONTINUED FROM SHEET NO. 14.1)

WHEN SERVICE IS DISCONTINUED, THE DEPOSIT AND ACCRUED INTEREST MAY BE CREDITED AGAINST THE FINAL ACCOUNT WITH THE BALANCE, IF ANY, REFUNDED WITHIN 15 DAYS. THIS PROVISION DOES NOT RELIEVE CUSTOMER OF OBLIGATION TO PAY ANY BILL FOR SERVICE RENDERED.

NOTHING IN THIS RULE SHALL PROHIBIT THE COMPANY FROM REFUNDING A CUSTOMER'S DEPOSIT IN LESS THAN 23 MONTHS.

25.0 <u>MISCELLANEOUS SERVICE CHARGES</u> - THE COMPANY MAY CHARGE THE FOLLOWING MISCELLANEOUS SERVICE CHARGES IN ACCORDANCE WITH THE TERMS STATED 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.

<u>INITIAL CONNECTION</u> - 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.

24.0 <u>SPECIAL CONTRACTS</u> - THE COMPANY SHALL FILE WITH THE AUTHORITY COPIES OF ALL GUARANTEED REVENUE CONTRACTS OR SPECIAL CONTRACTS FOR THE SALE OF ITS PRODUCT OR SERVICES IN A MANNER NOT SPECIFICALLY COVERED BY ITS STANDARD REGULATIONS OR APPROVED RATE SCHEDULES PRIOR TO EXECUTION.

(CONTINUED TO SHEET NO. 14.3)

# ROLLING OAKS UTILITIES, INC. SEWER TARIFF

THIRD REVISED SHEET NO. 14.3 CANCELS SECOND REVISED SHEET NO. 14.3

### (CONTINUED FROM SHEET NO. 14.2)

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.

LATE PAYMENT CHARGE - THIS CHARGE WILL BE LEVIED WHEN A CUSTOMER'S BILLING ACCOUNT IS NOT PAID WITHIN 16 DAYS, FOR A FLORIDA RESIDENT, AND 21 DAYS, FOR A NON-FLORIDA RESIDENT, AND IS THEREFORE DELINQUENT.

### SCHEDULE OF MISCELLANEOUS SERVICE CHARGES

INITIAL CONNECTION FEE	\$ 50.75
NORMAL RECONNECTION FEE	\$ 50.75
VIOLATION RECONNECTION FEE	\$ 50.75
PREMISES VISIT	\$ 50.75
(IN LIEU OF DISCONNECTION)	
LATE PAYMENT CHARGE	\$ 5.10

#### TAMPERING / UNAUTHORIZED USE

METER SIZE
5/8" TO 3/4" \$152.25
1" \$172.55
1 1/2" \$192.85
2" \$253.75

ALL OTHERS \$253.75 PLUS COST

SERVICE LATERAL FEE \$629.30 WASTEWATER LATERAL

<u>DAMAGE TO UTILITY PROPERTY</u> A person who causes damage to the utility's property will be responsible for payment of the total cost, plus any taxes, of the repair of the property whether the repair is completed by an independent contractor or the Utility's employees.

ROLLING OAKS UTILITIES, INC.

TWENTY-THIRD REVISED SHEET NO. 17.0

<u>EFFECTIVE DATE</u>: APRIL 30, 2014 <u>TYPE OF FILING</u>: GENERAL RATE CASE JOHN W. PATTON III ISSUING OFFICER President

#### RESIDENTIAL SERVICE

#### RATE SCHEDULE

AVAILABILITY - AVAILABLE THROUGHOUT THE AREA SERVED BY THE COMPANY.

APPLICABILITY - FOR SEWER SERVICE FOR ALL PURPOSES IN PRIVATE RESIDENCES AND INDIVIDUALLY METERED APARTMENT UNITS.

LIMITATIONS - SUBJECT TO ALL OF THE RULES AND REGULATIONS OF THIS TARIFF AND GENERAL RULES AND REGULATIONS OF THE COMMISSION.

RATE - \$12.43 PER MONTH

GALLONAGE CHARGE RESIDENTIAL - \$ 2.85 PER 1,000 GALLONS APPLIED TO A MAXIMUM OF 6,000 GALLONS PER MONTH WATER USAGE. SEE ATTACHED SCHEDULE.

### GALLONAGE CHARGE GENERAL / COMMERCIAL

METER SIZE	BASE FACILITY CHARGE
3/4"	\$ 12.43
1"	\$ 30.57
1 1/2"	\$ 60.81
2"	\$ 97.09
3"	\$ 193.84
4"	\$ 302.69
5"	\$ 453.77
6"	\$ 604.84
>=8"	\$ 967.54

GALLONAGE CHARGE GENERAL / COMMERCIAL - \$ 2.85 PER 1,000 GALLONS APPLIED TO ALL GALLONS USED.

TERMS OF PAYMENT - BILLS ARE DUE AND PAYABLE WHEN RENDERED AND BECOME DELINQUENT IF NOT PAID WITHIN TWENTY (16) DAYS FOR FLORIDA RESIDENTS, OR 21 DAYS FOR NON FLORIDA RESIDENTS. AFTER FIVE (5) WORKING DAYS WRITTEN NOTICE, SEPARATE AND APART FROM ANY BILL. SERVICE MAY THEN BE DISCONTINUED.

ROLLING OAKS UTILITIES, INC.

THIRD REVISED SHEET NO. 17.1

EFFECTIVE DATE: APRIL 30, 2014 TYPE OF FILING: GENERAL RATE CASE

JOHN W. PATTON III ISSUING OFFICER President

#### **BULK SERVICE**

#### RATE SCHEDULE-ES

AVAILABILITY - AVAILABLE THROUGHOUT THE AREA SERVED BY THE COMPANY.

APPLICABILITY - FOR WATER SERVICE TO ALL CUSTOMERS RECEIVING BULK SERVICE BY CONTRACT SPECIFICALLY CALLING FOR SUCH SERVICE.

LIMITATIONS - SUBJECT TO ALL RULES AND REGULATIONS OF THIS TARIFF AND GENERAL RULES AND LIMITATIONS OF THE AUTHORITY.

**BILLING PERIOD - MONTHLY** 

#### RATE -

BASE CHARGE - THE BASE CHARGE IMPOSED EACH MONTH FOR BOTH WATER AND WASTEWATER SERVICE SHALL BE THE GREATER OF: (1) THE BASE CHARGE APPLICABLE UTILIZING THE STANDARD GENERAL SERVICE TARIFF RATES FOR THE SIZE METER UTILIZED IN PROVIDING SUCH BULK SERVICE; OR TO THE EXTENT THAT METER SIZE IS NOT REFLECTED IN THE GENERAL SERVICE TARIFF, THE BASE CHARGE THAT WOULD BE CALCULATED UTILIZING THE AWWA METER EQUIVALENT STANDARDS PROVIDED FOR IN RULE 25-30.055, FAC, AND APPLYING THOSE STANDARDS TO THEN EXISTING RATES: OR (2) THE GENERAL SERVICE BASE FACILITY CHARGE FOR A 5/8" X 3/4" METER MULTIPLIED BY THE NUMBER OF ERCS BEHIND THE BULK METER IN ANY GIVEN MONTH. IF THIS LATTER BASIS FOR DETERMINING THE BASE CHARGE IS UTILIZED, THE BASE CHARGE PER ERC SHALL BE DISCOUNTED 4.83% FOR WATER AND 6.61% FOR WASTEWATER TO RECOGNIZE THE SAVINGS AND BILLING AND OTHER RELATED COSTS TO THE UTILITY AS A RESULT OF THE BULK SERVICE AGREEMENT.

GALLONAGE CHARGE - THE GALLONAGE CHARGE IMPOSED SHALL BE BASED UPON APPLICATION OF THE RESIDENTIAL SERVICE CHARGE PER 1,000 GALLONS AS CONTAINED IN THE UTILITY'S RESIDENTIAL SERVICE TARIFF MULTIPLIED BY THE NUMBER OF GALLONS OF WATER WHICH HAS PASSED THROUGH THE BULK SERVICE METER DURING ANY GIVEN MONTH FOR BOTH WATER AND SEWER SERVICE. TO THE EXTENT AND AT SUCH TIME AS THE BASE CHARGE PROVISIONS UNDER (2) ABOVE ARE UTILIZED IN ESTABLISHING THE BASE CHARGE FOR SEWER SERVICES, A 6,000 GALLON PER ERC CAP SHALL BE PLACED ON THE CHARGES FOR SEWER SERVICE THROUGH THE BULK METER.

TERMS OF PAYMENT - BILLS ARE DUE AND PAYABLE WHEN RENDERED AND BECOME DELINQUENT IF NOT PAID WITHIN (20) DAYS. AFTER FIVE (5) WORKING DAYS WRITTEN NOTICE, SERVICE MAY THEN BE DISCONTINUED. (WRITTEN NOTICE IS TO BE MAILED TO THE CUSTOMER SEPARATE AND APART FROM ANY OTHER BILL.)

### CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

## Rolling Oaks Utilities, Inc. PO BOX 641030, Beverly Hills, FL 34464-1030

Service Address: 12345 S. TYLER ST Total Deposit: \$100.00

Turn on Fee: \$50.00 Total Paid: \$150.00 Date paid: 01/01/2010

MARY SMITH 12345 S TYLER ST BEVERLY HILLS, FL 34465

#### Billing —

Mail Dates - Bills are mailed the first day of the month (or earlier if the first falls on a weekend or holiday. **Due Date -** Payment is due in the office by the 16th of every month.

Service Dates -15th to the 15th and billed on the following 1st.

#### Billing dates are from the:

If you start service: Or if you stop service:

Your first bill will be mailed: Your Final bill will be mailed:

December 16 through January 15 February 1st January 16 through February 15 March 1st February 16 through March 15 April 1st March 16 through April 15 May 1st April 16 through May 15 June 1st May 16 through June 15 July 1st June 16 through July 15 August 1st July 16 through August 15 September 1st August 16 through September 15 October 1st September 16 through October 15 November 1st October 16 through November 15 December 1st November 16 through December 15 January 1st

#### **Late Notices -**

Late Notices — Late notices are mailed on the 17th or the next working day. Late Due Date -Five working days for payment to be received in the office.

#### Disconnection —

Any account that remains unpaid after the due date on the late notice is subject to disconnection.

ROLLING OAKS UTILITIES, INC. EFFECTIVE DATE: APRIL 30, 2014

TYPE OF FILING: GENERAL RATE CASE

FIRST REVISED SHEET NO. 20.0

JOHN W. PATTON III ISSUING OFFICER President

## APPLICATION FOR WATER AND SEWER SERVICE

## **ROLLING OAKS UTILITIES, INC.**

ACCOUNT	NO
DATE PRO	DCESSED
Service Address	Mailing Address
Name Address	Address
Phone	Zip Code email
Work Phone	
Date Turn-On Water Sewer	
SS#	Driver's License State
Signature	 Date

### **COPY OF CUSTOMER'S BILL**

ROLLING OAKS UTILITIES 352-746-4291

PO Box 641030 Act: 3463-00

Beverly Hills, FL 34464-1030 Due Date: 08/20/2010

Svc Addr: 12345 N TAMARISK AVE SERVICE CHARGES BALANCE.

WATER 8.89 0.00 8.89
CTY REG FEE-W 0.27 0.00 0.27
SEWER 21.16 0.00 21.16
CTY REG FEE-S 0.64 0.00 0.64

OWERPAY/DEP. CR -7.89 0.00 -7.89 Totals: 23.07 0.00 23.07

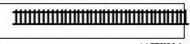
Current: 4380000 07/14/2010
Previous: 4376000 06/22/2010

Previous: 43 Usage: 4000

Last Payment: 34.80 - 07/20/2009 >>> PLEASE PAY \$ 23.07 BY 08/20/2009 <<< >>> PLEASE PAY \$ 28.07 AFTER 08/20/2009 <<< Act: 3463-00 23.07 08/20/2010 28.07 FRST (LASSMAL US.POSTACE PAID BEVERLY HILS, R. 3464 PERMITNO. 101

SEE REVERSE SIDE

TEMP-RETURN SERVICE REQUESTED



\*\*CRH014

MARY SMITH

12345 N TAMARISK AVE BEVERLY HILLS FL 34465-3876

## INDEX OF SERVICE AVAILABILITY

SERVICE AVAILABILITY POLICY	23.0	-	25.0
SCHEDULE OF FEES AND CHARGES	26.0		

#### SERVICE AVAILABILITY POLICY

#### SERVICE AVAILABILITY

ALL REQUESTS FOR SERVICE AVAILABILITY WILL BE HANDLED IN ACCORDANCE WITH CHAPTER 75-30 - FLORIDA ADMINISTRATIVE CODE, THE PUBLIC SERVICE COMMISSION'S RULES FOR SERVICE AVAILABILITY. EACH PROSPECTIVE CUSTOMER WILL BE REQUIRED TO PAY THE FOLLOWING SERVICE AVAILABILITY CHARGES.

PER ERC
SEWER PLANT CAPACITY CHARGE: \$137.00
SEWER MAIN EXTENSION CHARGE: \$491.00

### CALCULATION OF SERVICE AVAILABILITY CHARGES

SERVICE AVAILABILITY CHARGES ARE COMPUTED ON THE BASIS OF 350 GALLONS DEMAND PER ERC PER DAY.

ALL CONNECTIONS, INCLUDING COMMERCIAL AND MULTIPLE DWELLING UNITS, WILL BE COMPUTED BASED UPON THE CALCULATION OF USE CHARACTERISTICS OF THE PROPERTY BY THE CONTRIBUTOR'S ENGINEER, AS APPROVED BY THE UTILITY. THE FOLLOWING IS A SCHEDULE OF MINIMUM DAILY FLOWS WHICH SHALL BE USED IN CALCULATING SERVICE AVAILABILITY CHARGES:

ERC		MINIMUM
EQUIVALENTS		DAILY FLOWS
SINGLE FAMILY	1.0	350 GPD
DUPLEX OR TRIPLEX	0.86	300 GPD
TOWNHOUSE	0.86	300 GPD
APARTMENT (ONE BATHROOM)	0.71	250 GPD
MOBILE HOME	0.86	300 GPD

ANY OTHER WATER USAGE WILL BE SUBJECT TO GALLONAGE DETERMINATION BY CONTRIBUTOR'S ENGINEER USING STANDARD ENGINEERING PRACTICES AND APPROVED BY UTILITY.

# FIFTH REVISED SHEET NO. 24.0 CANCELLS FOURTH REVISED SHEET 24.0

#### TAX GROSS-UP OF CIAC

AS A RESULT OF FEDERAL LEGISLATION ENACTED EFFECTIVE JUNE 12, 1996, CONTRIBUTIONS-IN-AID-OFCONSTRUCTION RECEIVED THEREAFTER ARE NO LONGER SUBJECT TO TAXATION. HOWEVER, BECAUSE OF THE OUTSTANDING BULK SERVICE ARRANGEMENT WITH MORRISON HOMES, THIS TARIFF SHEET SHALL REMAIN APPLICABLE TO CONTRIBUTIONS RECEIVED FROM MORRISON HOMES PURSUANT TO THE BULK SERVICE AGREEMENT DATED MARCH 11, 1996. ALL OTHER CONTRIBUTIONS RECEIVED AFTER JUNE 12, 1996, ARE NOT SUBJECT TO THIS TAX IMPACT CHARGE.

PRIOR TO THE FEDERAL TAX REFORM ACT OF 1986, SECTION 1 18(B) OF THE INTERNAL REVENUE CODE PROVIDED FOR THE EXCLUSION OF CERTAIN TYPES OF CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) FROM THE TAXABLE INCOME OF A CORPORATE UTILITY. SUCH AMOUNTS WERE, THEREFORE, TAX EXEMPT.

HOWEVER, PURSUANT TO THE FEDERAL TAX REFORM ACT OF 1986, SECTION 118(B) WAS AMENDED TO RECLASSIFY CIAC (BOTH CASH AND PROPERTY) AS TAXABLE SOURCE OF REVENUE, EFFECTIVE JANUARY 1, 1987. THE NET RESULT OF THIS ACTION IS THAT A UTILITY WHICH IS A CORPORATION MUST NOW PAY INCOME TAX ON THE CIAC IT COLLECTS.

SINCE THE AMOUNT OF THIS ADDITIONAL TAX LIABILITY IS DIRECTLY ATTRIBUTABLE TO THE CONTRIBUTORS (DEVELOPERS, BUILDERS, ETC.) OF THE CIAC, THOSE UTILITIES THAT ARE AUTHORIZED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO COLLECT THE TAX EFFECT OF CIAC ARE REQUIRED TO COLLECT THE AMOUNT FROM THOSE CONTRIBUTORS.

BY ORDERS NOS. 16971, 23541, PSC-92-0961-F0E-WS; PSC-92-0961A-F0E-WS, AND PSC-94-1265-F0E-WS, THE COMMISSION ESTABLISHED SPECIFIC GUIDELINES FOR A UTILITY TO ADMINISTER IN THE CALCULATION, COLLECTION, AND REPORTING OF CIAC TAX LIABILITIES AS WELL AS IN THE REFUNDING OF EXCESS OF TAX COLLECTIONS:

1) THE TAX GROSS-UP AMOUNT TO BE COLLECTED SHALL BE DETERMINED BY USING THE MARGINAL RATE OF FEDERAL AND STATE CORPORATE INCOME TAX RELATED TO THE VALUE OF ALL PROPERTY AND CASH CONTRIBUTIONS INCLUDED IN TAXABLE INCOME OF THE UTILITY, INCLUDING THE TAX APPLICABLE TO THE TAX GROSS-UP, OR "TAX ON TAX" EFFECT. THE FIRST YEAR'S TAX DEPRECIATION ON ALL PROPERTY CONTRIBUTIONS SHALL BE USED TO REDUCE THE TAX GROSS-UP COLLECTED.

THE TAX GROSS-UP AMOUNT TO BE COLLECTED SHALL BE DETERMINED USING THE FOLLOWING FORMULA:

**FULL GROSS-UP:** 

**DEPRECIABLE PLANT:** 

FOR UTILITIES USING STRAIGHT-LINE DEPRECIATION FOR TAX PURPOSES, THE GROSS-UP FORMULA SHALL BE: {{CP - (CP \* (1/TL) \* .5)) • CTR) \* (1 /(1-CTR))

FOR UTILITIES USING AN ACCELERATED RATE OF DEPRECIATION FOR TAX PURPOSES, THE GROSS-UP FORMULA SHALL BE: ((CP - (CP \* AR)) \* CTR) \* (1/(1-CTR))

(CONTINUED ON SHEET 25.0)

EFFECTIVE DATE: APRIL 30, 2014
TYPE OF FILING: GENERAL RATE CASE

JOHN W. PATTON III ISSUING OFFICER President

# FOURTH REVISED SHEET NO. 25.0 CANCELLS THIRD REVISED SHEET 25.0

(CONTINUED FROM SHEET NO. 24.0)

FOR LAND (AND CASH), THE GROSS-UP FORMULA SHALL BE:

(CL \* CTR) \* (1/(1-CTR))

#### WHERE:

CP = CONTRIBUTED PLANT
TL = TAX LIFE OF CONTRIBUTED PLANT
AR = ACCELERATED RATE FROM TAX TABLE
CTR = COMBINED FEDERAL AND STATE INCOME TAX RATE
CL = CONTRIBUTED LAND (AND CASH)

- 2) THE CIAC TAX GROSS-UP AMOUNTS, AS DETERMINED BY USING THE APPROPRIATE FORMULA, SHALL BE DEPOSITED AS RECEIVED INTO A FULLY FUNDED INTEREST BEARING ESCROW ACCOUNT, HEREINAFTER REFERRED TO AS THE "CIAC TAX ACCOUNT." MONIES IN THE CIAC TAX ACCOUNT MAY BE WITHDRAWN PERIODICALLY FOR THE PURPOSE OF PAYING THAT PORTION OF THE ESTIMATED FEDERAL AND STATE INCOME TAX LIABILITY WHICH IS DIRECTLY ATTRIBUTABLE TO THE CIAC CONVEYED TO THE UTILITY. ANNUALLY, FOLLOWING THE PREPARATION AND FILING OF THE UTILITY'S ANNUAL FEDERAL AND STATE INCOME TAX RETURNS, A DETERMINATION SHALL BE MADE BY THE COMMISSION AS TO THE ACTUAL FEDERAL AND STATE INCOME TAX LIABILITY THAT IS DIRECTLY ATTRIBUTABLE TO THE RECEIPT OF CIAC. CIAC TAX GROSS-UP MONIES RECEIVED DURING THE TAX YEAR THAT ARE IN EXCESS OF THE ACTUAL AMOUNT OF CIAC TAX LIABILITY, INCLUDING INTEREST EARNED ON SUCH EXCESS MONIES, SHALL BE REFUNDED ON A PRO RATA BASIS TO THE CONTRIBUTORS OF THE CIAC. THE UTILITY SHALL MAINTAIN ADEQUATE RECORDS TO ACCOUNT FOR THE RECEIPT, DEPOSIT, AND WITHDRAWAL OF MONIES IN THE CIAC TAX ACCOUNT. A DETAILED STATEMENT OF THE CIAC TAX ACCOUNT AND THE ANNUAL DETERMINATION OF ACTUAL TAX LIABILITY ATTRIBUTABLE TO THE RECEIPT OF CIAC, SHALL BE SUBMITTED NO LATER THAN 120 DAYS AFTER THE DATE OF FILING OF THE TAX RETURN FOR THE APPLICABLE YEAR. THE UTILITY SHALL SUBMIT ALL INFORMATION IN ACCORDANCE WITH THE REQUIREMENTS ESTABLISHED BY THE COMMISSION.
- 3) THE AMOUNT OF CIAC TAX MONIES COLLECTED BY A UTILITY SHALL NOT BE TREATED AS CIAC FOR RATE MAKING PURPOSES.

ALL DEVELOPER AGREEMENTS IN WHICH CIAC TAX MONIES ARE REQUIRED SHALL INDICATE THE AMOUNT OF SUCH MONIES SEPARATELY FROM ANY OTHER CIAC AMOUNT REQUIRED, AS WELL AS THE TAX GROSS-UP FORMULA UTILIZING THE APPROPRIATE VALUES. THE AGREEMENT SHALL REFLECT THAT THE AUTHORITY FOR THE COLLECTION OF CIAC GROSS-UP DERIVES FROM THIS TARIFF.

## SCHEDULE OF FEES AND CHARGES WASTEWATER

	AMOUNT	SHEET NO.
DESCRIPTION		
PLANT CAPACITY CHARGE RESIDENTIAL – PER ERC (350 GPD) ALL OTHERS – PER GALLON	\$139.06 \$ .3914	23.0
MAIN EXTTENSION CHARGE RESIDENTIAL – PER ERC (350 GPD) ALL OTHERS – PER GALLON	\$498.37 \$ 1.4028	23.0
CUSTOMER CONNECTION (TAP-IN) CHARGE ALL SIZES	\$629.30	23.0
CIAC TAX IMPACT CHARGE REFER TO SHEETS NO. 24.0 – 25.0	ACTUAL COST PLUS 1.5%	24.0 – 25.0