

REQUEST TO ESTABLISH DOCKET  
(PLEASE TYPE)

Date 11/12/98

Docket No. 981612-NIS

1. Division Name/Staff Name Water and Wastewater
2. OPR Rendell Butts *RB*
3. OCR \_\_\_\_\_
4. Suggested Docket Title Tariff filing requesting revision to water and wastewater tariffs to implement convergent billing for multiple utility services, via Madison County

5. Suggested Docket Mailing List (attach separate sheet if necessary)

- A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.
- B. Provide COMPLETE name and address for all others. (Match representatives to clients.)
1. Parties and their representatives (if any)

<u>David B. Erwin</u>	<u>Indiantown, Company, Inc.</u>
<u>127 Riversink Road</u>	<u>15158 S.W. Farms Road</u>
<u>Crawfordville, Fl 32327</u>	<u>Indiantown, Fl 34956</u>
_____	_____
_____	_____
_____	_____

2. Interested Persons and their representatives (if any)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. Check one:  Documentation is attached.  
 Documentation will be provided with the recommendation.

I:PSC\RAR\WP\ESTDKT.  
PSC/RAR 10 (Revised 01/96)

DOCUMENT NUMBER-DATE  
**12848** NOV 16 98  
FPCG-RECORDS/REPORTING

David B. Erwin  
Attorney-at-Law

127 Riversink Road  
Crawfordville, Florida 32327

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derwin@lewisweb.net

RECEIVED AND  
REPORTING

November 10, 1998

Blanca Bayo, Director  
Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Dear Ms. Bayo:

Enclosed please find the original and two copies of tariff sheets for Indiantown Company, which reflect changes to the water tariff and the wastewater tariff necessitated by the decision of the company to participate in a convergent billing system. Under that system customers will receive bills for multiple utility services on one bill.

Enclosed are the following tariff sheets:

Water Tariff

Second Revised Sheet No. 10.0  
Original Sheet No. 10.1  
Second Revised Sheet No. 11.0  
Original Sheet No. 11.1

Wastewater Tariff

Second Revised Sheet No. 11.0  
Original Sheet No. 11.1  
Second Revised Sheet No. 12.0  
Original Sheet No. 12.1

**RECEIVED**

**NOV 12 1998**

Florida Public Service Commission  
Division of Water and Wastewater

Thank you for your attention to this filing.

Sincerely,



David B. Erwin

DBE:jm  
Copy to: M. A. Holt, Indiantown Co.

INDIANTOWN COMPANY, INC. - WATER TARIFF

13.0 CONNECTIONS TO MAINS - continued

Where the construction of Consumer's Installation by the Consumer is necessary between the premises and the mains, the installation shall be constructed in accordance with the Service Company's specifications and shall be subject to inspection by the Service Company before service can be instituted. The inspection fee for the inspection of the installation shall be \$50.00 for each inspection visit.

Where the Service Company shall be required to install additional water and/or sewer mains to bring service to the Consumer, the cost of the additional main shall be charged to the Consumer. Street opening fees by the County and costs of street openings, backfill and repaving shall be borne by the Consumer.

Due to the danger of bacterial contamination of the drinking water supply, the Florida Department of Environmental Protection prohibits the connection of any private well system to the mains or house connections supplied by the Service Company or Consumer's Installation. The Service Company is required to disconnect any service to a Consumer where there is a connection of a private well or pump into the water service or mains of the Company or into Consumer's installation.

- 14.0 CONSUMER'S INSTALLATION - Each Consumer will be responsible for keeping their installation open to the Point of Delivery to mains furnished by Indiantown Company, Inc.
- 15.0 ACCESS TO PREMISE - The duly authorized agents of the Service Company shall have access at all reasonable hours to the premises of the Consumer for the purpose of installing, maintaining and inspection or removing Service Company's property, reading water meters and other purposes incident to performance under or termination of Service Company's agreement with the Consumer and in such performance shall not be liable for trespass.
- 16.0 RIGHT OF WAY OR EASEMENTS - The Consumer shall grant or cause to be granted to the Service Company and without cost to the Service Company all rights, easements, permits and privileges which in the opinion of the Service Company are necessary for the rendering of water service. The Consumer shall not block, prevent access or otherwise construct any obstructions in a right of way or easement used by the Service Company for the purpose of installing or maintaining mains, service lines or metering devices.

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Effective:

Robert M. Post, Jr.  
President

INDIANTOWN COMPANY, INC. - WATER TARIFF

- 17.0 **BILLING PERIODS** - Bills for water service will be rendered monthly. Bills for water service may be itemized and combined with bills for other services in a convergent billing format. Bills are due when rendered and shall be considered as received by Consumer when delivered or mailed to the address at which Consumer is receiving water service or some other address mutually agreed upon. All charges for water service shall be in accordance with Service Company Tariff and Rules and Regulations on file at the Service Company offices.

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

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Effective:

Robert M. Post, Jr.  
President

INDIANTOWN COMPANY, INC. - WATER TARIFF

- 18.0 **DELINQUENT BILLS** - Bills are due when rendered and become delinquent if not paid within fourteen (14) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge provided for by these Rules and Regulations. There shall be no liability of any kind against the Service Company by reason of discontinuance of water service to the Consumer for failure of the Consumer to pay the bills on time. A penalty charge of \$.50 per month, or any part thereof shall be made, on all bills not paid within twenty (20) days.

In any convergent billing format on which a bill for water service is itemized with bills for other services, a partial payment of the total bill for all services will be applied first to water and wastewater service, then to local telephone service and finally to any non-regulated services.

The Service Company will not accept partial payment for any bill rendered unless such partial payment completely covers both water and wastewater service or unless an agreement has been reached with Service Company to accept such partial payment.

- 19.0 **RECONNECTION CHARGE** - After disconnection of water service for non-payment of the bill by a Consumer, or at Consumer's request, a charge of fifteen dollars (\$15.00) will be made for restoration of service between 9:00 a.m. and 4:00 p.m. Monday through Friday, exclusive of holidays and a charge of thirty dollars (\$30.00) will be made for restoration of service during other than these hours and days.
- 20.0 **REIMBURSEMENT FOR EXTRA EXPENSES** - The Consumer shall reimburse the Service Company for all extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Service Company on account of the Consumer's violation of the contract for service or of the Service Company's Rules and Regulations. When performed during regular working hours, the charge for this expense shall not exceed fifteen dollars (\$15.00); if, at Consumer's request, the service is performed during other than regular working hours, the charge shall not exceed thirty dollars (\$30.00).
- 21.0 **TEMPORARY DISCONTINUANCE OF SERVICE** - At any time that water service is being furnished to the premises, upon application to the Service Company by the Consumer for a temporary shut-off 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.

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Effective:

Robert M. Post, Jr., President

INDIANTOWN COMPANY, INC. - WATER TARIFF

- 21.1 SERVICE CONNECTION - Water service shall only be supplied to the Consumer after application shall have been made and accepted by the Service Company. A water service connection will only be made during the hours of 9:00 a.m. to 4:00 p.m. Monday through Friday. Water service connection will be made at other times only in emergency or by special agreement with the Service Company. A charge for such off hour connection of thirty dollars (\$30.00) shall be made in advance.
- 21.2 ESTIMATED CHARGES - The Service Company reserves the right to make monthly estimated charges for water service rendered when access to the meter facilities is denied or prevented. Said estimated charges will be based upon Consumers record of past consumption, but if no such record is available, the charges will be based upon an estimated average for monthly use by other similarly situated Consumers.

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Effective:

Robert M. Post, Jr.  
President

INDIANTOWN COMPANY, INC. -  
WASTEWATER TARIFF

- 13.2 CONNECTIONS TO MAINS - It is a requirement of the Service Company that a Consumer shall be hooked to the water service supplied by the Service Company and refusal by Consumer to abide by this Rule shall be the basis to refuse sewer service or to disconnect any sewer service already installed. In cases where for technical reasons, Service Company cannot provide water service, then this rule may be waived, provided such water service as may be provided shall flow through a meter and be subject to readings by the Service Company for purpose of fixing charges for sewer service.
- 13.3 CONSUMER'S INSTALLATION - Each Consumer will be responsible for keeping his installation open to the Point of Collection to mains furnished by Service Company.
- 14.0 PROTECTION OF SERVICE COMPANY'S PROPERTY - The Consumer shall properly protect the Service Company's property on the Consumer's premises and shall permit no one but the Service Company's agents or persons authorized by law, to have access to the Service Company's pipes and apparatus. In the event of any loss or damage to property of the Service Company caused by or arising out of carelessness, neglect or misuse by the Consumer, the cost of making good such loss or repairing such damage shall be paid by the Consumer.
- 15.0 ACCESS TO PREMISES - The duly authorized agents of the Service Company shall have access at all reasonable hours to the premises of the Consumer for the purpose of installing, maintaining and inspection or removing Service Company's property, reading water meters and other purposes incident to performance under or termination of Service Company's agreement with the Consumer and in such performance shall not be liable for trespass for any such entry.
- 16.0 RIGHT OF WAY OR EASEMENTS - The Consumer shall grant or cause to be granted to the Service Company and without cost to the Service Company all rights, easements, permits and privileges which in the opinion of the Service Company are necessary for the rendering of sewer service. The Consumer shall not block, prevent access or otherwise construct any obstructions in a right of way or easement used by the Service Company for the purpose of installing or maintaining mains, service lines or metering devices.

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Effective:

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President

INDIANTOWN COMPANY, INC. -  
WASTEWATER TARIFF

- 17.0 **BILLING PERIODS** - Bills for sewer service will be rendered monthly. Billing for wastewater service may be itemized and combined with bills for other services in a convergent billing format. Bills are due when rendered and shall be considered as received by Consumer when delivered or mailed to the address at which Consumer is receiving sewer service or some other address mutually agreed upon. All charges for sewer services shall be in accordance with Service Company Tariff and Rules and Regulations on file at the Service Company offices.

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

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Effective:

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INDIANTOWN COMPANY, INC. -  
WASTEWATER TARIFF

- 18.0 **DELINQUENT BILLS** - Bills are due when rendered and become delinquent if not paid within fourteen (14) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued. Service will be resumed only upon payment of all past-due bills and penalties, together with a reconnection charge provided for by these Rules and Regulations. There shall be no liability of any kind against the Service Company by reason of discontinuance of sewer service to the Consumer for failure of the Consumer to pay the bills on time. A penalty charge of \$.50 per month, or any part thereof shall be made on all bills not paid within twenty (20) days.

In any convergent billing format on which a bill for wastewater service is itemized with bills for other services, a partial payment of the total bill for all services will be applied first to water and wastewater service, then to local telephone service and finally to any non-regulated services.

Failure of the Consumer to pay a water bill when due shall be considered a cause to discontinue sewer service even though the sewer service bills shall have been paid when rendered.

Any construction costs incurred by the Service Company in disconnecting sewer service for non payment shall be paid by the Consumer before sewer service can be reconnected.

The Service Company will not accept partial payment for any bill rendered unless such partial payment completely covers both water and wastewater service or unless an agreement has been reached with Service Company to accept such partial payment.

- 19.0 **RECONNECTION CHARGE** - After disconnection of sewer service for non-payment of bill by a Consumer, or at Consumer's request, a charge of fifteen dollars (\$15.00) will be made for restoration of service between 9:00 a.m. and 4:00 p.m. Monday through Friday, exclusive of holidays, and of thirty dollars (\$30.00) for restoration of service during other than these hours and days, all charges payable in advance.
- 20.0 **REIMBURSEMENT FOR EXTRA EXPENSES** - The Consumer shall reimburse the Service Company for all extra expenses (such as for special trips, inspections, additional clerical expenses, etc.) incurred by the Service Company on account of the Consumer's violation of the contract for service or of the Service Company's Rules and Regulations.

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President

INDIANTOWN COMPANY, INC. -  
WASTEWATER TARIFF

When performed during regular working hours, the charge for this expense shall not exceed fifteen dollars (\$15.00); if, at Consumer's request, the service is performed at other than regular working hours, the charge shall not exceed thirty dollars (\$30.00).

- 21.0 TEMPORARY DISCONTINUANCE OF SERVICE - At any time that sewer service is being furnished to the premises, upon application to the Service Company by the Consumer for a temporary shut-off 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.
- 22.0 SERVICE CONNECTION - Sewer service shall only be supplied to the Consumer after application shall have been made and accepted by the Service Company. A sewer service connection will only be made during the hours of 9:00 a.m. to 4:00 p.m. Monday through Friday. Sewer Service connection will be made at other times only in emergency or by special agreement with the Service Company. A charge for such off hour connection of thirty dollars (\$30.00) shall be made in advance.

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