State of Florida



Hublic Service Commission -M-E-M-O-R-A-N-D-U-M-

ORIGINAL

DATE: October 10, 2001
TO: Division of Commission Clerk and Administrative Services
FROM: Division of Regulatory Oversight (Clapp) C C C M
RE: Docket No. 001381-WU: Application for certificate to operate a water utility in Polk County by Tevalo, Inc.

Please add to the docket file the attached letter dated August 6, 2001, which is in response to the June 14, 2001 deficiency letter. Please note that the original and one copy of the letter is attached.

Thank you.

Attachments

cc: Division of Regulatory Oversight (Messer, Walden) Division of Legal Services (Brubaker, Crosby)

APP CAF CMP COM CTR ECR ECR LEG OPC PAI RGO SEC SER OTH

DOCUMENT NUMBER-DATE

FPSC-COMMISSION CLERK

Tevalo Inc. D/B/A McLeod Gardens Water Company P. O. Box 2898 Winter Haven, FL 33883-2898 863-293-2577 (Voice) 863-293-2827 (Fax)

August 6, 2001

Ms. Stephanie Clapp Bureau of Certification PUBLIC SERVICE COMMISSION 2540 Shumard Oak Blvd Tallahassee, FL 32399-0850

RECEIV

AUG 0 8 2001 Florida Public Service Commission Division of Regulatory Oversight

RE: Deficiency Letter - Response Docket No. 001381-WU

The following address the deficiency stated in the PSC letter dated June 14, 2001.

- **Deficiency 1:** The correct name of the utility is "Tevalo, Inc. d/b/a McLeod Gardens Water Company" which is wholly owned by Tevalo, Inc. Attached is a copy of the fictitious name filing with the State of Florida. The registration number is G 01206900044.
- **Deficiency 2:** A copy of the Warranty Deed showing ownership by Tevalo, Inc. of the water company land is on file in your office from the first filing.
- **Deficiency 3:** Enclosed is a letter from our CPA (Campbell & Associates) along with a copy of the 1997 General Ledger. This supports the fact that the flat rate of \$18.00 per customer per month has not changed since water service began in March of 1997.
- **Deficiency 4:** The name on the tariff has been changed. The original and four copies of the new tariff is enclosed, along with a copy on a 3.5" diskette in WordPerfect 5.0 format. We do not have version 6.1 format available to us as we use Microsoft Word as our word processing software.

Please call Kim Gossett or me if you have any questions, clarification, or information.

Sincérely

Laura Griffith Account Manager



FLORIDA DEPARTMENT OF STATE Katherine Harris Secretary of State

July 25, 2001



MCLEOD GARDENS WATER COMPANY P.O. BOX 2898 WINTER HAVEN, FL 33883-2898

Subject: MCLEOD GARDENS WATER COMPANY

REGISTRATION NUMBER: G01206900044

This will ...cknowledge the filing of the above fictitious name registration which was registered on July 25, 2001. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

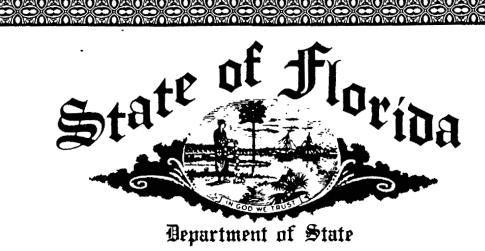
IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES. Whenever corresponding please provide assigned Registration Number.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

/mp Division of Corporations

Division of Corporations Letter No. 901A00043233



I certify that the attached is a true and correct copy of the Application For Registration of Fictitious Name of MCLEOD GARDENS WATER COMPANY, registered with the Department of State on July 25, 2001, as shown by the records of this office.

The Registration Number of this Fictitious Name is G01206900044.



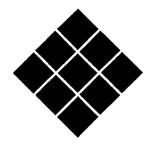
CR2EO22 (1-99)

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of July, 2001

Katheríne Harris Tratherine Harris

Secretary of State

			•
APPLICATION FOR REGISTRATION OF FICTITIOUS NAME			
Note: Acknowledgements/certificates will be sent to the address in Section 1 on	y.	01 JUL 2=	111 - 51-
Sector 1 MCLEOD GARDENS WATER COMPANY			
1 Fictitious Name to be Registered			
	Ì,		
	- /		
2. <u>P.O. Box 2898</u>			
Mailing Address of Business			
Winter Haven, FL 33883-2898 City State Zip Code			
3. Florida County of principal place of business: Polk	601	2009	1604-
	13 71 /		11-14 D-17
4 551 Number 59 1265264	[![] 	25,/01010 1.00	021035
4. FEI Number: <u>59–1365264</u>			
	This sp	ace for office use	e only
Secton2 A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if r			
A owner(s) of Fictitious Name if individual(s): (Use an attachment if i	iecessary):		
1 Last First M.I.	2 Last	First	
	Las(First	IVI.1.
Address	Address		
Address	Address		
City State Zip Code	City	State	7:- 0- 4-
	City	Slate	Zip Code
SS# (optional)	SS#	(opt	lional)
B. Owner(s) of Fictitious Name If other than individuals(s): (Use attac	hment if necessary):		
Tevalo, Inc.	2.		
Entity Name	2 Entity Name		
	2 Entity Name		
Entity Name	2Entity Name Address		
Entity Name P.O. Box 2898	Entity Name		
Entity Name P.O. Box 2898 Address Winter Haven, FL 33883-2898 City State Zip Code	Entity Name	State	Zip Cod
Entity Name P.O. Box 2898 Address Winter Haven, FL 33883-2898 City State Zip Code 371970	Entity Name Address City		•
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Campbell & Associates

Certified Public Accountants & Registered Investment Advisor

DATE: July 31, 2001

- TO: Public Service Commission Attention: Stephanie Clapp
- FROM: Campbell & Associates Karen G. Premuto, C.P.A.
- RE: Tevalo, Inc. d/b/a McLeod Gardens Water Company Water billing charges

Attached is a copy of the 1997 General Ledger for Tevalo, Inc. when they began water service in March of 1997. The initial charge for water was a flat rate of \$18.00 per month per customer. This monthly rate has not changed.

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AS-OF DATE : 12/31/97

PAGE 1

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	DUNT NAME	FOL:	BALANCE IO FORWARD	PERIOD	ENDING BALANCE
	CASH, SUN FNB CHECKING 03/19/97 CORRECT 3/19 DEPOSIT 08/31/97 REMOVE ENTRY OF CK #577 11/07/97 CORRECT CK #599 ENTRY 12/31/97 CORRECT DEPOSIT FOR KEN 12/31/97 CORRECT JE #181 12/31/97 CORRECT JE #181 CHECKS FOR PERIOD RECEIPTS FOR PERIOD	GJ GJ GJ GJ GJ CD	5,958.23 #163 #177 #180 #181 #182 #182		7,795.42
1130	N/R FRIENDLY #31 03/14/97 RECORD FRIENDLY #31 SAL 03/14/97 REMOVE J.E. 158 (RE-ENT 06/02/97 FIDELITY NAT'L #31 10/31/97 CORRECT J.E. 164 & 165	GJ CR1	#164	8,500.00 8,500.00- 8,500.00 8,500.00 	.00
1140	N/R FRIENDLY #33 04/14/97 FIDELITY NATIONAL TITLE	CR1	9,500.00	9,500.00-	.00
1150	N/R FRIENDLY #34 01/02/97 FRIENDLY HOMES	CR1	9,500.00	9,500.00-	.00
1160	N/R FRIENDLY #35 03/19/97 FRIENDLY HOMES	CR1	9,500.00	9,500.00-	.00
1170	N/R FRIENDLY HOMES #5 01/17/97 FIDELITY NATL TITLE INS	CR1	.00	8,500.00	8,500.00
1180	LIEN REC, FT. CARROLL 03/15/97 REMOVE UNCOLLECTABLE LI	GJ	5,188.70 #159	5,188.70-	.00
1190	N/R FRIENDLY HOMES #6 01/17/97 FIDELITY NATL TITLE INS 10/31/97 FIDELITY TITLE (#6)	CR1 CR1		8,500.00 8,500.00-	
				.00	.00
T500	N/R FRIENDLY #7 05/30/97 FIDELITY/FRIENDLY #7	CR1	.00	8,500.00	8,500.00
1210	N/R FRIENDLY #8 05/30/97 FIDELITY/FRIENDLY #8	CR1	.00	8,500.00	

AS-C)F DATE	: 12/31/97	TEVAL GENERA					PAGE 2
ACCC NO.				FOLI	0		CURRENT	ENDING BALANCE
	06/02/97	FIDELITY NAT'L #8		CR1			8,500.00~	
							.00	
								.00
1220	N/R FRIEN	JDLY #4				.00		
	• •	FRIENDLY HOMES		CR1			100.00-	
		RECLASSY FRIENDLY RECLASSIFY FRIEND					100.00 100.00	
		CORRECT J.E. 160			#162		100.00-	
							.00	.00
								.00
1230	N/R FRIEN			a b 1		.00	100.00	
		FRIENDLY HOMES FRIENDLY HOMES		CR1 CR1			100.00- 8,500.00-	
		CORRECT J.E. 160		GJ	#162		100.00	
		REMOVE 3/19 ENTRY			#165		8,500.00	
		REMOVE 3/19 ENTRY CORRECT J.E. 164		GJ GJ			8,500.00 8,500.00-	
	10/31/9/	CORRECT 0.E. 164 (~ T03	GU	#1/9		8,300.00-	
							.00	
								.00
1240	N/R FRIEN					.00		
		FRIENDLEY #9		CR1			8,500.00	
	10/10/9/	FIDELITY LOT 9 MC	LEOD	CRI			8,500.00-	
							.00	
								.00
1250	N/R FRIEN					.00		
	11/21/97	SHORETTE #2		CR1			8,400.00	8 400 00
								8,400.00
1260	N/R FRIEN					.00		
	11/21/97	SHORETTE #3		CR1			8,400.00	8,400.00
								0,100.00
1410		Y - LOTS PHASE I RECLASIFY DISTRIB	TURTON	CT	#160	.00	27 500 00	
		RECLASIFY DISTRIB		GJ GJ	#169 #169		27,590.00 97,822.30	
	04/30/97	RECLASSIFY LAND C	OSS FO	GJ	#170		71,834.60	
		RECLASSIFY LAND C			#170		64,079.40	
	04/30/97	RECLASSIFY COST O	F LOTS	GJ	#171		23,553.03-	
						:	237,773.27	
							2	37,773.27
1510	LAND				39	4,061.84		
		TO CAPITALIZE TAX			#168		3,984.66	
		RECLASSIFY LAND C RECLASSIFY LAND C			#170 #170		71,834.60- 64,079.40-	
	, -, -, -, -, -,		222 10	00	<u>11 - 7 U</u>		54,072.40-	

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	DUNT NAME	FOLI			CURRENT	
	08/27/97 BD/COUNTY COMMISSIONERS 08/31/97 REMOVE ENTRY OF CK #577 08/27/97 BD/COUNTY COMM-PHASE II	GJ	#578 #177		1,310.00 1,310.00- 1,310.00 	
				_		53,442.50
1520	WATER SYS, MCLEOD GAR 04/30/97 RECLASIFY DISTRIBUTION 05/14/97 W. A. READ JR & ASSOCIA 11/07/97 R/DAVILA(INSTALL FENCE) 11/07/97 WALKER'S FENCE CO(WATER	GJ CD1 CD1	#169 #558 #598		27,590.00- 310.00 30.00 858.00 26,392.00-	52,021.38
1530	ROADS, MCLEOD GARDENS		97	7,822.30		
	03/15/97 REMOVE UNCOLLECTABLE LI 04/30/97 RECLASIFY DISTRIBUTION 10/20/97 EXPLORER 900 11/13/97 R.DAVILA(INSTALL SIGNS)	GJ CD1	#169 #591		5,188.70 97,822.30- 150.00 75.00	
					92,408.60-	5,413.70
1540	FENCE, MCLEOD GARDENS 06/11/97 JOHN W. SHULL 06/24/97 JOHN W. SHULL		2 #563 #567		1,500.00 1,200.00 2,700.00	5,442.96
1660	MACHINERY & EQUIPMENT			543.08		543.08
	ACCUMULATED DEPRECIATION 04/30/97 RECORD DEPRECIATION FOR	GJ	#173	297.16-	595.00-	892.16-
1801	DEPOSITS, UTILITY			150.00		150.00
1900	UNAMORTIZED LOAN EXPENSE 04/30/97 RECORD PRIOR YEAR ENTRY	GJ	#174	750.00	750.00-	.00
2080	CUSTOMER DEPOSITS 04/30/97 RECLASSIFY DEPOSITS ON	GJ	#166	.00	400.00-	400.00-
2090	SALES TAX PAYABLE 01/10/97 MERRIAM, ALAN (RENT) 01/16/97 FL DEPT/REVENUE (SALES 02/19/97 MERRIAM, ALAN (RENT) 03/14/97 MERRIAM, ALAN (RENT) 03/31/97 MERRIAM, ALAN (RENT)	CR1 CD1 CR1 CR1 CR1	#534	16.04-	5.92- 16.04 5.92- 5.92- 5.92-	

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PAGE 3

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PAGE	4
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ACC	OUNT NAME				FOLIO	BALANCE FORWARD	CURRENT PERIOD	ENDING BALANCE
	06/17/97 06/30/97 07/31/97 09/26/97 10/10/97 11/21/97	MERRIAM, MERRIAM, MERRIAM, MERRIAM, MERRIAM, MERRIAM,	ALAN ALAN ALAN ALAN ALAN ALAN	(RENT) (RENT) (RENT) (RENT) (RENT) (RENT)	CR1 CR1 CR1 CR1 CR1 CR1 CR1 CR1 CR1		5.92- 5.92- 5.92- 5.92- 5.92- 5.92- 5.92- 5.92- 5.92-	
2410	REG ASSES 03/31/97	MERRIAM, SS FEES PARKS, I SHORETTE	AYABLE	3	CR1 CR1 CR1	.00	5.84- 54.92- .81- 13.28-	70.96-

	SPARKS, D.	CR1		.81-
	SHORETTE (#35)	CR1		13.28-
04/07/97	SHORETTE (#34)	CR1		13.28-
04/07/97	SHORETTE (#33)	CR1		13.28-
04/14/97		CR1		.81-
04/30/97	SPARKS, D.	CR1		.81-
05/12/97	T. EVERLEY	CR1		.81-
05/12/97	GONZALEZ	CR1		.41-
05/12/97		CR1		.81-
06/17/97	EVERLEY	CR1		.81-
06/17/97	GONZALEZ	CR1		.81-
06/17/97	SPARKS	CR1		.81-
07/24/97	GONZALES-WATER	CR1		.81-
07/24/97	EVERLEY - WATER	CR1		.81~
	SAPRKS - WATER	CR1		.81-
	BARDWELL	CR1		.81-
08/27/97	EVERLEY - WATER	CR1		.81-
	GONZALEZ - WATER	CR1		.81-
09/26/97	EVERLEY (WATER)	CR1		.81-
	GONZALEZ (WATER)	CR1		.81-
09/26/97	BARDWELL (WATER)	CR1		.81-
09/26/97	SPARKS (WATER)	CR1		.81-
10/10/97	EVERLEY (WATER)	CR1		.81-
10/22/97	GONZALEZ (WATER)	CR1		.81-
10/22/97	SPARKS (WATER)	CR1		.81-
10/31/97	BARDWELL (WATER)	CR1		.81-
11/21/97	EVERLEY - WATER	CR1		.81-
11/21/97	CAGLE - WATER	CR1		.41-
11/21/97	GONZALEZ - WATER	CR1		.81-
	SPARKS - WATER	CR1		.81-
	BARDWELL WATER	CR1		.81-
	SHORETTE-WATER	CR1		.81-
12/09/97	CAGLE	CR1		.81-
12/09/97	EVERLEY - WATER	CR1		.81-
12/09/97	SHORETTE - WATER	CR1		.81~
12/24/97	GONZALEZ, A (WATER)	CR1		.80~
	SPARKS, D (WATER)	CR1		.81-
12/24/97	BARDWELL, P. (WATER)	CR1		.81-
12/26/97	KENNEDY (WATER)	CR1		.81-
	CORRECT DEPOSIT FOR KEN		#181	.81-
	CORRECT JE #181	GJ	#182	.81

PAGE 5

71,239.90-

AS-OF DATE : 12/31/97 BALANCE CURRENT ENDING ACCOUNT FOLIO FORWARD PERIOD BALANCE NO. NAME _____ 12/31/97 CORRECT JE #181 GJ #182 .81 _ _ _ _ _ _ _ _ _ _ 67.38-67.38-.00 2580 UNRECOGNIZED GAIN/INSTALL'S 04/30/97 RECLASSIFY DEFERRED GAI GJ #172 7,720.47-04/30/97 RECLASSIFY DEFERRED GAI GJ #172 735.27 _____ 6,985.20-6,985.20-135,000.00-2600 N/P 1ST COMMERCE BK #1 06/05/97 FIRST COMMERCE BK (#1) CD1 #561 10,000.00 07/03/97 FIRST COMMERCE BK (#1) CD1 #569 8,000.00 ---------18,000.00 117,000.00-2610 A/P ENGINEERING (MCLEOD) 48,568.10-03/12/97 W. A. READ JR & ASSOCIA CD1 #544 5,000.00 04/16/97 W. A. READ JR & ASSOCIA CD1 #551 6,000.00 06/05/97 W. A. READ JR & ASSOCIA CD1 #562 5,000.00 07/31/97 W. A. READ JR & ASSOCIA CD1 #575 3,000.00 10/20/97 W. A. READ JR & ASSOCIA CD1 #594 3,000.00 12/29/97 W. A. READ JR & ASSOCIA CD1 #612 5,000.00 ______ 27,000.00 21,568.10-3010 CAPITAL STOCK 37,500.00- 37,500.00-3050 PAID IN CAPITAL 173,210.72-04/30/97 RECLASSIFY PAID IN APIT GJ #167 173,210.72 .00 3051 JOV PAID IN CAPITAL 60,000.00-04/30/97 RECLASSIFY PAID IN APIT GJ #167 86,605.36-09/29/97 VAUGHN, JAMES O. CR1 5,000.00-_ _ _ _ _ _ _ _ _ _ 91,605.36-151,605.36-3052 KMG PAID IN CAPITAL 60,000.00-04/30/97 RECLASSIFY PAID IN APIT GJ #167 86,605.36-146,605.36-3080 RETAINED EARNINGS 93,302.78-04/30/97 RECORD PRIOR YEAR ENTRY GJ #174 750.00 04/30/97 CLOSE CURRENT YEAR LOST GJ #175 21,312.88 _____ 22,062.88

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ACCOUNT

	JUNT				BALANCE		
NO.					FORWARD	PERIOD	BALANCE
		PROFIT/LOSS			6,235.69-		
	04/30/97	RECLASSIFY DEPOSITS ON	GJ			100.00	
		RECLASSIFY DEPOSITS ON				100.00	
		RECLASSIFY DEPOSITS ON	GJ			100.00	
	04/30/97	RECLASSIFY DEPOSITS ON	GJ	#166		100.00	
		TO CAPITALIZE TAXES ON	GJ	#168		3,984.66-	
	04/30/97	RECLASSIFY COST OF LOTS	GJ	#171		7,851.01	
	04/30/97	RECLASSIFY COST OF LOTS	GJ	#171		7,851.01	
	04/30/97	RECLASSIFY COST OF LOTS	GJ	#171		7,851.01	
	04/30/97	RECLASSIFY DEFERRED GAI	GJ			2,569.49	
	04/30/97	RECLASSIFY DEFERRED GAI	GJ	#172		2,575.49	
	04/30/97	RECLASSIFY DEFERRED GAI	GJ	#172		2,575.49	
		RECLASSIFY DEFERRED GAI				735.27~	
	04/30/97	RECORD DEPRECIATION FOR	GJ	#173		595.00	
		CLOSE CURRENT YEAR LOST				21,312.88-	
	PERIOD N	ET INCOME (CR) OR LOSS (I	DR)			52,447.89-	
			-				
						46,212.20-	
						E	52,447.89
002		WATER SALES			.00		
002		SPARKS, D.	CR1		.00	18.00-	
	04/14/97		CR1			18.00-	
		SPARKS, D.	CR1			18.00-	
		T. EVERLEY	CR1			18.00-	
	• •	GONZALEZ	CR1			9.00-	
		SPARKS	CR1			18.00-	
		EVERLEY	CR1			18.00-	
		GONZALEZ	CR1			18.00-	
	06/17/97		CR1			18.00-	
		GONZALES-WATER	CR1			18.00-	
		EVERLEY - WATER	CR1			18.00-	
		SAPRKS - WATER	CR1			18.00-	
		BARDWELL	CR1			18.00-	
		EVERLEY - WATER	CR1			18.00-	
		GONZALEZ - WATER	CR1			18.00-	
		SPARKS - WATER	CR1			18.00-	
		BARDWELL - WATER	CR1			18.00-	
		EVERLEY (WATER)	CR1			18.00-	
			0.0.1				

		CICL	10.00-
07/31/97	BARDWELL	CR1	18.00-
08/27/97	EVERLEY - WATER	CR1	18.00-
08/27/97	GONZALEZ - WATER	CR1	18.00-
08/27/97	SPARKS - WATER	CR1	18.00-
08/27/97	BARDWELL - WATER	CR1	18.00-
09/26/97	EVERLEY (WATER)	CR1	18.00-
09/26/97	GONZALEZ (WATER)	CR1	18.00-
09/26/97	BARDWELL (WATER)	CR1	18.00-
09/26/97	SPARKS (WATER)	CR1	18.00-
10/10/97	EVERLEY (WATER)	CR1	18.00-
10/22/97	GONZALEZ (WATER)	CR1	18.00-
	SPARKS (WATER)	CR1	18.00-
10/31/97	BARDWELL (WATER)	CR1	18.00-
11/21/97	EVERLEY - WATER	CR1	18.00-
11/21/97	CAGLE - WATER	CR1	9.00-
11/21/97	GONZALEZ - WATER	CR1	18.00-
11/21/97	SPARKS - WATER	CR1	18.00-
12/09/97	BARDWELL WATER	CR1	18.00-
12/09/97	SHORETTE-WATER	CR1	18.00-
12/09/97	CAGLE	CR1	18.00-
1 1			

CR1

18.00-

12/09/97 EVERLEY - WATER

PAGE 6

ENDING

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BALANCE CURRENT

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AS-OF DATE : 12/31/97

PAGE 7

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	OUNT NAME	FOLIO	BALANCE FORWARD		
		CR1 CR1 CR1 CR1 CR1 CR1		18.00- 18.00- 18.00- 18.00- 18.00-	
				666.00-	666.00-
4012	INCOME, LATE FEES WATER 07/31/97 BARDWELL 08/27/97 BARDWELL - WATER 10/22/97 SPARKS (WATER) 10/31/97 BARDWELL (WATER) 12/09/97 BARDWELL WATER	CR1 CR1 CR1 CR1 CR1	.00	2.50- 2.50- 2.50- 5.00- 2.50- 15.00-	15.00-
4101	INCOME, SALES TAX COMM. 01/16/97 FL DEPT/REVENUE (SALES	CD1 #534	.00	.40-	.40-
4141	INCOME, LAND RENT 01/10/97 MERRIAM, ALAN (RENT) 02/19/97 MERRIAM, ALAN (RENT) 03/14/97 MERRIAM, ALAN (RENT) 03/31/97 MERRIAM, ALAN (RENT) 05/12/97 MERRIAM, ALAN (RENT) 06/17/97 MERRIAM, ALAN (RENT) 06/30/97 MERRIAM, ALAN (RENT) 07/31/97 MERRIAM, ALAN (RENT) 09/26/97 MERRIAM, ALAN (RENT) 10/10/97 MERRIAM, ALAN (RENT) 11/21/97 MERRIAM, ALAN (RENT) 12/09/97 MERRIAM, ALAN (RENT)	CR1 CR1 CR1 CR1 CR1 CR1 CR1 CR1 CR1 CR1	.00	84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51- 84.51-	1,014.77-
4151	INCOME, TAP-ON FEES 04/07/97 SHORETTE (#35 TAP-ON) 06/17/97 SHORETTE - TAP-ON #10 10/10/97 FIDELITY - #9 TAP-ON FE 10/22/97 SHORETTE - #31 TAP-ON F 11/21/97 SHORETTE - #6 TAP-ON 12/26/97 FIDELITY NATIONAL TITLE	CR1 CR1	.00	275.00- 275.00- 275.00- 275.00- 275.00- 275.00- 1,650.00-	1,014.//-
4210	INT, FRIENDLY #34 08/27/97 SPARKS - WATER 08/27/97 BARDWELL - WATER	CR1 CR1	.00	.81- .81-	

PAGE 8 AS-OF DATE : 12/31/97 ACCOUNT BALANCE CURRENT ENDING NO. NAME FOLIO FORWARD PERIOD BALANCE 1.62-1.62-4232 SALE, FRIENDLY #5 .00 01/17/97 FIDELITY NATL TITLE INS CR1 66.50 01/17/97 FIDELITY NATL TITLE INS CR1 9,400.00-12/26/97 FIDELITY NATIONAL TITLE CR1 8,500.00------17,833.50-17,833.50-4242 SALE, FRIENDLY #6 .00 01/17/97 FIDELITY NATL TITLE INS CR1 66.50 01/17/97 FIDELITY NATL TITLE INS CR1 9,400.00------9,333.50-9,333.50-4252 SALE, FRIENDLY #7 .00 05/30/97 FIDELITY/FRIENDLY #7 CR1 66.50 05/30/97 FIDELITY/FRIENDLY #7 CR1 9,400.00----------9,333.50-9,333.50~ 4262 SALE, FRIENDLY #8 .00 05/30/97 FIDELITY/FRIENDLY #8 CR1 66.50 05/30/97 FIDELITY/FRIENDLY #8 CR1 9,400.00-_ _ _ _ _ _ _ _ _ _ 9,333.50-9,333.50-4272 SALE, FRIENDLY #31 .00 03/14/97 RECORD FRIENDLY #31 SAL GJ #158 8,500.00-X 03/14/97 SHORETTE MTG. CR1 100.00-03/14/97 REMOVE J.E. 158 (RE-ENT GJ #164 8,500.00X 04/14/97 FIDELITY NATL (#31) CR1 66.50 04/14/97 CORRECT ENTRY 4/14 DEPO GJ #176 900.00-_____ 933.50-933.50-4282 SALE, FRIENDLY #10 .00 02/24/97 RECLASSY FRIENDLY #10 D GJ #160 100.00-03/19/97 FRIENDLY HOMES CR1 66.50-03/19/97 FRIENDLY HOMES CR1 8,572.92 03/19/97 CORRECT 3/19 DEPOSIT GJ #163 03/19/97 CORRECT 3/19 DEPOSIT GJ #163 8,572.92 9,400.00-03/14/97 REMOVE 3/19 ENTRY OF DE GJ #165 66.50 03/14/97 REMOVE 3/19 ENTRY OF DE GJ #165 66.50 03/14/97 REMOVE 3/19 ENTRY OF DE GJ #165 8,572.92-03/14/97 REMOVE 3/19 ENTRY OF DE GJ #165 8,572.92-

	TEVALO, INC. SENERAL LEDGER			PAGE 9
ACCOUNT NO. NAME	FOLIO	BALANCE FORWARD		BALANCE
			9,433.50-	9,433.50-
4292 SALE, FRIENDLY #4 02/24/97 RECLASSIFY FRIENDLY 04/14/97 FIDELITY NATL (#31) 04/14/97 CORRECT ENTRY 4/14	CR1	.00	100.00- 900.00- 900.00	
,			100.00-	100.00-
4302 SALE, FRIENDLY #9 06/30/97 FRIENDLY/SHORETTE 07/24/97 FRIENDLEY #9 07/24/97 FRIENDLEY #9	CR1 CR1 CR1	.00	100.00- 9,400.00- 66.50	
			9,433.50-	9,433.50-
4312 SALE, FRIENDLY #2 11/21/97 SHORETTE #2 12/09/97 SHORETTE #2 12/09/97 SHORETTE #2	CR1 CR1 CR1	.00	8,500.00- 219.66 900.00-	
			9,180.34-	9,180.34-
4322 SALE, FRIENDLY #3 11/21/97 SHORETTE #3 12/09/97 SHORETTE #3 12/09/97 SHORETTE #3	CR1 CR1 CR1	.00	8,500.00- 219.66 900.00-	
			9,180.34-	9,180.34-
4332 SALE, FRIENDLY #1 12/09/97 SHORETTE #1	CR1	.00	100.00-	100.00-
4342 SALE, FRIENDLY #11 12/09/97 SHORETTE #11	CR1	.00	100.00-	100.00-
4352 SALE, FRIENDLY #30 12/24/97 FRIENDLY (DEPOSIT #	30) CR1	.00	100.00-	100.00-
6161 BOOKKEEPING 01/02/97 GLENDA LAWRENCE 01/30/97 GLENDA LAWRENCE 03/01/97 GLENDA LAWRENCE 04/01/97 GLENDA LAWRENCE 04/30/97 GLENDA LAWRENCE	CD1 #532 CD1 #537 CD1 #540 CD1 #547 CD1 #554	.00	50.00 50.00 50.00 50.00 50.00	

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NO.	OUNT NAME		FOLIO	BALANCE FORWARD	PERIOD	
		GLENDA LAWRENCE	CD1 #560		50.00	
	07/01/97	GLENDA LAWRENCE	CD1 #568		50.00	
		GLENDA LAWRENCE	CD1 #576		50.00	
		GLENDA LAWRENCE	CD1 #582		50.00	
		GLENDA LAWRENCE	CD1 #586		50.00	
		GLENDA LAWRENCE	CD1 #596		50.00	
	12/01/97	GLENDA LAWRENCE	CD1 #606		50.00	
					600.00	600.00
						600.00
6181	CONTRACT			.00		
		WALTER MESSER	CD1 #533		50.00	
		WALTER MESSER	CD1 #538		50.00	
		WALTER MESSER	CD1 #542		259.60	
		WALTER MESSER	CD1 #549		254.80	
	· ·	WALTER MESSER WALTER MESSER	CD1 #553		906.30	
		WALTER MESSER	CD1 #556		259.60	
		WALTER MESSER	CD1 #564 CD1 #570		259.60	
		WALTER MESSER	CD1 #580		264.40	
		WALTER MESSER	CD1 #583		312.40 259.60	
		WALTER MESSER	CD1 #588		278.80	
		DEEN ENTERP (CLEAR/BURN)			500.00	
		WALTER MESSER	CD1 #601		307.60	
		WALTER MESSER	CD1 #607		278.80	
	12/31/97	WALTER MESSER	CD1 #613	•	219.95	
					4,461.45	
					4,401.45	4,461.45
6771	INSURANCE	EXPENSE		.00		
	08/11/97	MCDONALD INSURANCE AGEN	CD1 #579		499.50	
	09/25/97	AMERICAN SURETY/CASUALT	CD1 #585		994.00	
	10/08/97	MCDONALD INSURANCE AGEN	CD1 #589		560.00	
					2,053.50	2,053.50
						_,
6791		1ST COMMERCE BK		.00		
	01/02/97	FIRST COMMERCE BK (#1)	CD1 #531		3,363.75	
	04/02/97	FIRST COMMERCE BK (#1)	CD1 #548		3,290.63	
		FIRST COMMERCE BK (#1) FIRST COMMERCE BK (#1)			341.32	
	10/02/97	FIRST COMMERCE BR (#1)	CD1 #587		3,063.88	
					10,059.58	
					10,059.50	10,059.58
6001	ד. בריאד כי					
0001		ACCOUNTING		.00		
	03/13/3/	B.RAFOOL-FT.CARROLL SUI CAMPBELL & ASSOCIATES			140.00	
		BRANDON RAFOOL	CD1 #552 CD1 #555		1,475.00	
	01/00/07	DIG MODIA ICALOOD	CDT #222		590.00	

ACCOUNT BALANCE CURRENT ENDI NO. NAME FOLIO FORWARD PERIOD BALA	
2,205.00	5.00
7021 MOWING VACANT LOTS .00 08/01/97 JOHN SHULL'S TRACTOR SE CD1 #577 150.00 10/27/97 DEEN ENTER (MOWING) CD1 #595 150.00	
300.00	.00
7031 CLEARING UNDEV LAND .00 07/09/97 TRI-ANGLE GROVE SERVICE CD1 #571 621.69 08/01/97 JOHN SHULL'S TRACTOR CD1 #577 150.00 08/31/97 REMOVE ENTRY OF CK #577 GJ #177 150.00-	
621.69	.69
7041 OFFICE EXPENSE .00 01/02/97 GLENDA LAWRENCE CD1 #532 1.38 03/01/97 GLENDA LAWRENCE CD1 #540 .92 04/07/97 GLENDA LAWRENCE CD1 #550 13.58 12/01/97 GLENDA LAWRENCE CD1 #606 1.10 16.98	.98
7111 PCA REPORTING COSTS .00 06/14/97 WALTER MESSER CD1 #566 80.00	.00
7371 R&M/WATERSYSTEM .00 03/07/97 DUNHAM WELL DRILLING CD1 #541 58.84 07/14/97 DUNHAM WELL DRILLING CD1 #572 162.50 07/21/97 DUNHAM WELL DRILLING CD1 #573 90.00 08/01/97 DEEN ENTERPRISES CD1 #578 180.00 08/01/97 RECLASSIFY CK #578 (DEE GJ #178 180.00- 10/20/97 DUNHAM WELL DRILLING CD1 #592 2,465.46 11/03/97 DUNHAM WELL DRILLING CD1 #597 707.98	. 78
7381 REPAIRS/MAINTENANCE .00 08/01/97 RECLASSIFY CK #578 (DEE GJ #178 180.00 180	.00
7611 PERMITS/LICENSES .00 12/18/97 MVM OF WINTER HAVEN CD1 #609 180.00 12/23/97 POLK CTY PUB HEALTH CD1 #611 500.00 680.00	.00

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	OUNT NAME		FOLI	.0	FORWARD	CURRENT PERIOD	BALANCE
7631	TAXES				.00	1 44	
	01/17/97 FIDELITY NATL TITLE 01/17/97 FIDELITY NATL TITLE	INS INS	CR1			1.44	
	03/19/97 FRIENDLY HOMES		CR1			6.42-	
	03/14/97 REMOVE 3/19 ENTRY O			#165		6.42	
	03/14/97 REMOVE 3/19 ENTRY C	F DE	GJ	#165		6.42	
	04/14/97 FIDELITY NATL (#31) 05/30/97 FIDELITY/FRIENDLY # 05/30/97 FIDELITY/FRIENDLY # 07/24/97 FRIENDLEY #9		CR1			8.31	
	05/30/97 FIDELITY/FRIENDLY #	‡7	CR1			11.92	
	05/30/97 FIDELITY/FRIENDLY #	8	CR1			11.92	
	07/24/97 FRIENDLEY #9		CR1			87.35	
	11/07/97 COUNTY OF VOLUSIA		CD1	#599		18.94	
	11/29/97 HILLS. COUNTY TAX C	OLLE	CD1	#604		642.40	
	11/29/97 POLK COUNTY TAX COL						
	11/07/97 CORRECT CK #599 ENT	rry	GJ	#180		18.94-	
	11/07/97 CORRECT CK #599 ENT	RY	GJ	#180		18.84	
	12/09/97 SHORETTE #2		CR1			12.17-	
	12/09/97 SHORETTE #3		CR1			12.17-	
	12/24/97 FIDELITY (REF TAXES	3 #2)	CR1			153.16-	
	11/07/97 CORRECT CK #599 ENT 12/09/97 SHORETTE #2 12/09/97 SHORETTE #3 12/24/97 FIDELITY (REF TAXES 12/24/97 FIDELITY (REF TAXES	5 #3)	CR1			153.16-	
						9,600.49	9,600.49
7661	TAXES, ANNUAL FILING FEE 01/20/97 FL DEPARTMENT OF ST	האיתים	CD1	#525	.00	165.00	
	01/20/9/ FL DEPARIMENT OF SI	IAID	CDI	#000		103.00	165.00
							100.00
7691	TAXES, INTANGIBLE				.00		
	03/12/97 FL DEPT/REV (INTANG	JIBLE	CD1	#543		399.97	
							399.97
7831	UTILITIES				.00		
1051	01/24/97 TAMPA ELECTRIC COMP	PANY	CD1	#536		63.35	
	02/28/97 TAMPA ELECTRIC COMP					52.04	
	03/19/97 TAMPA ELECTRIC COME					28.91	
	05/09/97 TAMPA ELECTRIC COMP			#557		5.28	
	05/19/97 TAMPA ELECTRIC COME			#559		23.87	
	06/14/97 TAMPA ELECTRIC COME			#565		39.15	
	07/21/97 TAMPA ELECTRIC COME			#574		48.04	
	09/24/97 TAMPA ELECTRIC COME			#584		43.85	
	10/20/97 TAMPA ELECTRIC COME			#593		32.49	
	11/13/97 TAMPA ELECTRIC COME			#602		29.06	
	12/20/97 TAMPA ELECTRIC COME	PANY	CD1	#610		20.60	
						386.64	386.64
							200.04
9999	INCOME TRANSFER				.00		
	PERIOD NET INCOME (DR) OR LO	DSS ((CR)			52,447.89	
							52.447.89

52,447.89

AS-OF DATE	:	TEVALO, INC. GENERAL LEDGE			PAGE 13
ACCOUNT NO. NAME		 FOLIO	BALANCE FORWARD	CURRENT PERIOD	ENDING BALANCE
TOTALS			.00	.00	.00

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WATER TARIFF

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Tevalo, Inc. DBA McLeod Gardens Water Company NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL SHEET NO. 1.0

WATER TARIFF

Tevalo, Inc. DBA McLeod Gardens Water Company NAME OF COMPANY

616 Second Street SW

PO Box 2898

Winter Haven, FL 33883-2898 (ADDRESS OF COMPANY)

<u>863-293-2577_863-299-2261</u> (Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company ______

WATER TARIFF

TABLE OF CONTENTS

	eet Number 4.0 3.1
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	23.0
Standard Forms	18.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company _____

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -PWS Id. No. 6535393

COUNTY -Polk

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number Date Issued Docket Number Filing Type

(Continued to Sheet No. 3.1)

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY _______ Tevalo, Inc. DBA McLeod Gardens Water Company ______

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

A Residential Development consisting of single family homes. A total of 176 homes have been planned. Developed in four phases.

Phase I – Existing Water Service Provided

The South 891 feet of the NE ¼ of the SE ¼ Section 13, Township 29 South, Range 25 East, Polk County, Flouda, LESS the South 40 feet thereof for Bomber Road. Said Parcel of land contains 25.963 acres more or less.

Phase II – Proposed Water Service

The North ½ of United States Government Lot 4 (otherwise known as NW ¼ of SW ¼) of Section 18, Township 29 South, Range 26 East, Polk County, Florida, LESS the South 40 feet thereof for Bomber Road.

Phase III – Proposed Water Service

Portions of the NE ¼ of the SE ¼, Section 13, Township 29 South, Range 25 East, and the NW ¼ of the SW ¼ of Section 18, Township 29 South, Range 26 East, Polk County, Florida, More Particularly Described as Follows:

Begin on the West Boundary of the NW ¼ of the SW ¼ of Said Section 18, at a Point Which Lies 615.00 Feet North of the Southwest Corner Thereof, and Run S8918'14"W, Along the North Boundary of McLeod Gardens, Phase II as Recorded in Plat Book 108, Page 2, 1068.47 Feet; Thence S0041'46"E, Along the West Boundary of Said Subdivision and its Extension Southward, 110.00 Feet; Thence S8918'14"W, 85.00 Feet; Thence Northeasterly on the Arc of a Curve to the Left (Radius 25.00 Feet, Central Angle 9000'00") 39.27 Feet to a Point of Tangent; Thence N0041'46"W, 175.00 Feet; Thence S8918'14"W, 161.48 Feet; Thence N0106'13"W, 186.00 Feet; Thence N8918'14"E, 1480.80 Feet; Thence S0041'46"E, 446.00 Feet; Thence S8918'14"W, 60.00 Feet; Thence N0041'46"W, 170.00 Feet; Thence S8918'14"W, Along the North Boundary of McLeod Gardens, Phase II, 129.53 Feet to the Point of Beginning. Said Parcel of Land Contains 9.315 Acres, More or Less

Phase IV – Proposed Water Service

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY Tevalo, Inc. DBA McLeod Gardens Water Company

WATER TARIFF

COMMUNITIES SERVED LISTING

County <u>Name</u>	Development <u>Name</u>	Rate Schedule(s) <u>Available</u>	Sheet No.
Polk County	McLeod Gardens	General Service Residential Service Meter Test Deposit Misc. Service Charges Service Fees & Charges	12.0 13.0 15.0 16.1 17.0

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company _____

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 <u>"COMMISSION"</u> The shortened name for the Florida Public Service Commission.
- 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 <u>"COMPANY"</u> The shortened name for the full name of the utility which is <u>Tevalo, Inc. DBA McLeod</u> Gardens Water Company____.
- 6.0 <u>"CUSTOMER"</u> 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 <u>"CUSTOMER'S INSTALLATION"</u> All pipes, shut-off, 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 <u>"MAIN"</u> 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.

(Continued to Sheet No. 5.1)

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company _____

WATER TARIFF

(Continued from Sheet No. 5.0)

- 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 county.

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY Tevalo. Inc. DBAMcLeod Gardens Water Company

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	Sheet <u>Number</u> :	Rule <u>Number</u> :
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions	7.0	6.0
Filing of Contracts	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements	10.0	24.0
Meters	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0

(Continued to Sheet No. 6.1)

James O. Vaughn ISSUING OFFICER

_

ORIGINAL SHEET NO. 6.1

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company ______

WATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet <u>Number</u> :	Rule <u>Number</u> :
Policy Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	10.0	19.0

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company ______

WATER TARIFF

RULES AND REGULATIONS

1.0 <u>GENERAL INFORMATION</u> - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 <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 Florida Public Service Commission.
- 3.0 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 <u>TYPE AND MAINTENANCE</u> In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 <u>DELINQUENT BILLS</u> When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company _____

WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 <u>CONTINUITY OF SERVICE</u> - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

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

10.0 <u>LIMITATION OF USE</u> - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.
- 12.0 <u>PROTECTION OF COMPANY'S PROPERTY</u> The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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.

(Continued on Sheet No. 9.0)

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company _____

WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 <u>ACCESS TO PREMISES</u> In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shail provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 <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.
- 16.0 <u>CUSTOMER BILLING</u> Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

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.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

17.0 <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.

(Continued on Sheet No. 10.0)

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY Tevalo, Inc. DBA McLeod Gardens Water Company

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 <u>PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY</u> In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WATER</u> Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 <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, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 <u>ALL WATER THROUGH METER</u> That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 <u>ADJUSTMENT OF BILLS</u> When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 <u>ADJUSTMENT OF BILLS FOR METER ERROR</u> When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 <u>FILING OF CONTRACTS</u> Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company _____

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

Sheet Number

Customer Deposits	14.0
General Service, GS	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Service Availability Fees and Charges	17.0

James O. Vaughn ISSUING OFFICER

ORIGINAL SHEET NO. 12.0

NAME OF COMPANY _____ Tevalo, Inc. DBA McLeod Gardens Water Company _____

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- <u>AVAILABILITY</u> Available throughout the area served by the Company.
- APPLICABILITY For water service to all Customers for which no other schedule applies.
- <u>LIMITATIONS</u> Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD Period begins the 29th of each month and ends on the 28th of the following month.
- RATE 18.00 flat rate per month

MINIMUM CHARGE - \$18.00 flat rate per month.

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

<u>TYPE OF FILING</u> – Original Certification

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company _____

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY Available throughout the area served by the Company.
- <u>APPLICABILITY</u> For water service for all purposes in private residences and individually metored apartment units.
- <u>LIMITATIONS</u> Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD Period begins on the 29th of each month and ends on the 28th of the following month.
- RATE \$18.00 flat rate per month.

MINIMUM CHARGE - \$18.00 flat rate per month.

<u>TERMS OF PAYMENT</u> - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

<u>TYPE OF FILING</u> – Original Certification

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY _______ Tevalo, Inc. DBA McLeod Gardens Water Company ______

WATER TARIFF

CUSTOMER DEPOSITS

N/A

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY Tevalo, Inc. DBA McLeod Gardens Water Company

WATER TARIFF

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"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	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.

METER FIELD TEST REQUEST - 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.

EFFECTIVE DATE -

<u>TYPE OF FILING</u> – Original Certification

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company _____

WATER TARIFF

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 requires multiple actions.

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

<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.

<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.

<u>PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION</u>) - This charge may 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.

<u>LATE FEE</u> This charge may be levied when a payment is not received by the 20th of the month following service.

<u>LOCK TAMPERING</u> – This charge is levied when customer removes and/or damages the lock placed on water line by a Company representative due to non payment of water bill.

James O. Vaughn ISSUING OFFICER

President_____ TITLE

ORIGINAL SHEET NO 16.1

NAME OF COMPANY - Tevaio, Inc. DBA McLeod Gardens Water Company

Water Tariff

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>N/A</u>
Normal Reconnection Fee	\$
Violation Reconnection Fee	\$
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Fee	<u>\$ 3.00</u>
Lock Tampering	\$Actual Cost

EFFECTIVE DATE -

TYPE OF FILING -Original Certification

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY _______ Tevalo, Inc. DBA McLeod Gardens Water Company ______ WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

	Refer to Servi	ce Availability Policy
Description	<u>Amount</u>	Sheet No./Rule No.
Back-Flow Preventor Installation Fee		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost (1) ¹
Customer Connection (Tap-in) Charge		,
5/8" x 3/4" metered service	\$275.00	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	Ψ \$	
Over 2" metered service	Actual Cost (1	۱1
Guaranteed Revenue Charge	Actual Cost (1	/
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (GPD)	\$	
All others-per gallon/month	ч \$	
Without Prepayment of Service Availability Charges:	φ	
Residential-per ERC/month (GPD)	\$	
All others-per gallon/month	ъ \$	
Inspection Fee	7	۱
Main Extension Charge	Actual Cost (1)
	¢	
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
00 Desidential and the free free (<u>^</u>	
Residential-per lot (foot frontage)	\$	
All others-per front foot	\$	
Meter Installation Fee		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost (1	
Plan Review Charge	Actual Cost (1)
Plant Capacity Charge		
Residential-per ERC (GPD)	\$ \$	
All others-per gallon	\$	
System Capacity Charge		
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
¹ Actual Cost is equal to the total cost incurred for services rendered.		

EFFECTIVE DATE -

TYPE OF FILING –Original Certification

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company ______ WATER TARIFF

INDEX OF STANDARD FORMS

Description	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION	N/A
APPLICATION FOR WATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	19.0

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James O. Vaughn ISSUING OFFICER

President_____ TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

James O. Vaughri ISSUING OFFICER

President_____ TITLE NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company

WATER TARIFF

APPLICATION FOR WATER SERVICE

(See Next Page)

James O. Vaughn ISSUING OFFICER

President TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY _____ Tevalo, Inc. DBA McLeod Gardens Water Company

WATER TARIFF

Sample Application Form

Name		Telephone Number		
Billing Address				
City	State	Zip		
Service Address				
City		State	Zip	
Date service should begin				
Service requested:		Water	Wastewater	Both

By signing this agreement, the Customer agrees to the following:

- 1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Forida Public Service Commission.
- 4. Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
- 5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within ____ days prior to the date the Customer desires to terminate service.

Signature

Date

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company ______

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

James O. Vaughn ISSUING OFFICER

WATER TARIFF

COPY OF CUSTOMER'S BILL

Tevalo, Inc./dba McLeod Gardens Water Co.		
P. O. Box 2898		
616 Second Street SW		
Winter Haven, FL 33883-2898		
863-293-2577		

Water Service for Lot: 52

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Baiance Forward: Payment Received: 6/18	\$34.34 (\$34.34)
Late F ee :	\$0.00
Premise Visit:	\$0.00
Reconnect Fee:	\$0.00
NSF Charges:	\$0.00
June service:	<u>\$18.36</u>
TOTAL DUE:	\$18.36

Payment must be received by us no later than July 20, 2001 to avoid a \$3.00 late fee Mail your payment to the above address. Make check or money order payable to Tevalo, Inc CASH_CANNOT_BE_ACCEPTED Have a great 4th of July!

Front

Water Once a Week Only NO WATERING 10 AM TO 4 PM

Michael Bala 225 Lily Pad Lane Winter Haven, FL 33880

Please keep your water valve cover visible, free of grass and dirt.

- Monthly service amount is Water Service of \$18.00 plus Polk County Service Tax Fee of 2% or \$.36.
- > Payments received after the 28th will be credited on the next month's bill.
- ➤ A 5-working-day cut off notice will be sent if payment is not <u>received</u> by us by the 20th of the month. (NOT BY POSTMARK DATE ON ENVELOPE)
- If account is not paid in full during the 5-day period (including the late fee), service will be discontinued WITHOUT FURTHER NOTICE.
- > Additional fees will be assessed if service must be discontinued.

Schedule of Fees/Service:	
Water Service	\$18.00
Polk County Service Tax Fee (2%)	.36
Late Fee per occurrence	3.00
Premises Visit	10.00
Violation Reconnection	15.00
NSF Fee	15.00
Customer Removal or Damage To Lock	Actual Cost

BACK

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY _______ Tevalo, Inc. DBA McLeod Gardens Water Company

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Description

Sheet Number

Schedule of Fees and Charges	Go to Sheet No. 17.0
Service Availability Policy	24.0

James O. Vaughn ISSUING OFFICER

NAME OF COMPANY ______ Tevalo, Inc. DBA McLeod Gardens Water Company

WATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

James O. Vaughn ISSUING OFFICER