

EXEMPTION 8  
Page 1 of 4

APPLICATION FOR REPELLER EXEMPTION  
SECTION 367.022(8), FLORIDA STATUTES  
RULE 25-30-060 (3) (b), FLORIDA ADMINISTRATIVE CODE

The application must be signed by the  
owner or accompanied by a letter  
of Authorization from the owner.

957235-WS

*KRM*

NAME OF SYSTEM: <sup>PERICO</sup> ~~Bristol Bay at Perico Island~~

PHYSICAL ADDRESS OF SYSTEM: 11001 Bristol Bay Drive., Bradenton, Florida 34209

COUNTY WHERE SYSTEM IS LOCATED : Manatee

NUMBER OF UNITS 255 WHEN CONSTRUCTED 1989

*KRM*

NAME OF SYSTEM OWNER(S): ~~Summit Management Co.~~ Summit Properties, Inc.

MAILING ADDRESS (IF DIFFERENT) : 777 S. Harbor Island Blvd., Tampa, Florida  
33602

PRIMARY CONTACT PERSON:

NAME: WaterMaster Metering Systems, Inc.

ACK \_\_\_\_\_  
AFA \_\_\_\_\_  
APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMU \_\_\_\_\_  
CTR \_\_\_\_\_  
EAG \_\_\_\_\_  
LEG \_\_\_\_\_  
LIN \_\_\_\_\_  
OPC \_\_\_\_\_  
RCH \_\_\_\_\_  
SLC \_\_\_\_\_  
WAS \_\_\_\_\_  
OTH \_\_\_\_\_

ADDRESS: Atten: Cindy T. Darling

1570 Madruga Ave. Suite 200 Coral Gables, Fla. 33146

PHONE NO. : (305) 662-1088 FAX (305) 662-2178

NATURE OF OWNER'S BUSINESS ORGANIZATION (CORPORATION,  
PARTNERSHIP, LIMITED PARTNERSHIP, SOLE PROPRIETOR, ASSOCIATION, ETC.)

Corporation

DOCUMENT NUMBER-DATE  
06294 JUN 12 88  
FPSC-RECORDS/REPORTING

## EXEMPTION 8

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### APPLICATION FOR REPELLER EXEMPTION

I believe this system to be exempt from the regulation of the Florida Public Service Commission pursuant to Section 367.022 (8), Florida Statutes, for the following reasons:

1. Service will be provided at a rate or charge that does not exceed the actual purchase price.
2. Repeller is aware of the requirements of Rule 25-30.111, Florida Administrative Code, regarding annual reporting requirements. (Rule Attached.)
3. Repeller is aware of the requirements of Section 367.122, Florida Statutes and Rules 25-30.262 through 25-30.267, Florida Administrative Code, regarding the examination and testing of meters (Statue and Rule attached.)
4. The utility services provided are:  
Water  Wastewater   
or Septic N/A  
For service not provided, please state how handled: N/A
5. Utility which provided bulk service to the repeller:  
Name: City of Bradenton  
Phone Number: (813)-748-0800  
Number of Master Meters and sizes: One 6" meter
5. Attached are current rates and charges of the provider in 5 above. (Exhibit A)
6. Attached is a schedule of repeller's proposed rates and charges. (Exhibit B) The schedule must specifically whether or not the repeller proposes to charge for the following items and , if so, the proposed rate of charge:  
a. Common area water                      b. Security Deposits  
The commission currently does not allow resellers to charge tenants for administrative or operating costs.
7. Attached is a comparison showing that the amount the repeller proposes to charge tenants will not exceed the cost to provide the service. (Exhibit C)
8. Attached is an explanation of the proposed method of billing customers, separately, for both water and waterwater. (Exhibit D)
9. Residents will be billed within 5 days after the meters have been read.

APPLICATION FOR REPELLER EXEMPTION

If the repeller proposes to contract out metering or billing services, provide the following documentation.

PERILO 

SERVICE COMPANY: Bristol Bay at Peruke Island  
ADDRESS: 11001 Bristol Bay Drive., Bradenton, Florida 34209  
PHONE NO.: (813)-795-4899

11. Attached a copy of the above billing company''s standard service agreement.  
(Exhibit F)

12. Attached is a statement that the repeller, and not its agent, will control customer deposits, if applicable. If applicable (see Exhibit B), repeller will control customer deposits in all cases. Under no circumstances does WaterMaster collect deposits from the residents.

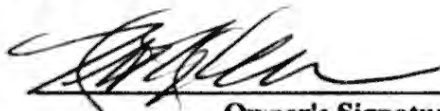
\*\*\*\*\*

Attached is Rule 25-30.111, Florida Administrative Code, which explains the annual reporting requirement for resellers. Also, attached is Section 367.122, Florida Statues, which explains repeller responsibility to examine and test meters. Also attached are Rules 25-30.262 through 25-30.267, Florida Administrative Code , which expand on repeller responsibilities for meter accuracy, meter test methods, meter testing equipment, periodic meter tests, meter tests by request and recordation of meter tests. The attached rules should be read, as acknowledged on the application, and retained by the repeller.

\*\*\*\*\*

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly make a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, FS

Jan 10, 1996  
(Date)

  
Owner's Signature  
KEITH H. KUMYAN  
Owner's Name (Typed or Printed)  
EXECUTIVE VICE PRESIDENT  
Owner's Title

**APPLICATION FOR RESELLER EXEMPTION**

**The original and four copies of the completed application and the supporting documentation should be mailed to:**

**Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**

## **EXHIBIT A**

### **SCHEDULE OF THE UTILITY COMPANY RATES AND CHARGES**

#### **Water Charges:**

The City of Bradenton charges \$245.45 or number of living units served times \$3.90, whichever is greater. There is one 6" City meter account on the property.

$\$3.90 \text{ base charge} \times 256 \text{ units} = \$998.40 > \$245.45.$   
Therefore, base charge is based on \$3.90 per unit.

Fixed Monthly Water Service Charge per unit = \$3.90 per unit

Variable Water Commodity Charges per month: 0 - 3000 = \$1.22 (Per 1000 Gal.)  
3001 and over = \$1.74 (Per 1000 Gal.)

#### **Sewer Charges:**

The City of Bradenton charges \$236.50 or number of living unit served times \$3.80, whichever is greater.

$\$3.80 \text{ base charge} \times 256 \text{ unit} = \$972.80 > \$236.50.$   
Therefore, base charge is based on \$3.80 per unit.

Fixed Monthly Sewer Service Charge per unit = \$3.80 per unit

Variable Sewer Commodity Charges per month: 0-3000 = \$1.15 per 1000 gal.  
3001 and over = \$1.68 per 1000 gal.

EXHIBIT A

ORDINANCE NO. 2291

AN ORDINANCE AMENDING CHAPTER 26, CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA, KNOWN AS THE WATER AND SEWER ORDINANCE, BY PROVIDING FOR CERTAIN DECREASES IN FEES AND CHARGES IN WATER AND SEWER RATES; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1: Section 26-30., Code of Ordinances, City of Bradenton,

Florida, is hereby amended to read as follows:

Sec. 26-30. Water service rates and charges.

(A) The monthly rates and charges to those served by the facilities and services afforded by the water system of the City shall consist of a service availability charge and volume charge as follows:

Service Availability Charge:

<u>Water Meter Size (Ins.)</u>	<u>Amount of Water Service Availability Charge</u>
(31) < 3/4	\$6.95 or number of living units served times \$3.90, whichever is greater.
(32) < 1	\$13.00 or number of living units served times \$3.90, whichever is greater.
(33) < 1-1/2	\$21.10 or number of living units served times \$3.90, whichever is greater.
(34) < 2	\$32.90 or number of living units served times \$3.90, whichever is greater.
(35) < 3	\$64.20 or number of living units served times \$3.90, whichever is greater.
(36) < 4	\$109.15 or number of living units served times \$3.90, whichever is greater.
(37) < 6 MTR SIZE for Account # 43497214	\$245.45 or number of living units served times \$3.90, whichever is greater.
(38) < 8	\$443.10 or number of living units served times \$3.90, whichever is greater.
Over 8	To be determined by Commissioner of Public Works.

Water Volume Charge:

First 3,000 gallons \$1.22 per thousand gallons; all additional volume \$1.74 per thousand gallons for all water used. The lifeline rate of \$1.22 for the first 3,000 gallons shall apply to each individual living unit.

(B) Surcharge for Water Supplied Outside of the City:

In addition to the regular charges for water services supplied inside of the City, there shall be added a surcharge equal to fifty percent (50%) of the rate charge for water supplied outside of the City.

(C) Surcharge for Water Usage During Emergency Conditions:

In addition to the regular charges for water supplied to all customers, inside or outside of the City; at such time as there shall be declared by the Mayor and ratified by majority vote of the Council of the City of Bradenton a "Water Shortage Emergency" for a specified billing month, the following adjustment to rates and charges shall come into effect:

To all bills shall be added a surcharge of 200% of the charge per thousand gallons for all water used in excess of 70% of the average volume of water used during the last three full billing months of record for each customer. In the event such customer does not have three normal months of record, then 70% of the average of the number of months available, or 70% of the average consumption during the prior 3 month record period for the meter class of said customer, whichever is less, shall be utilized.

Section 2: Section 26-31., Code of Ordinances, City of Bradenton.

Florida, is hereby amended to read as follows:

Sec. 26-31. Sewer service rates and charges.

- (A) The monthly sewer charges to those served by the facilities and services of the wastewater system of the City shall consist of a service availability charge, a volume charge, and sewage strength surcharge as follows:

Sewer Service Availability Charge:

Sewer service availability charges shall be determined based on the size of the water meter of service utilized by the sewer customer, as follows:

<u>Water Meter of Water Service Size (ins.)</u>	<u>Amount of Sewer Service Availability Charge</u>
3/4	\$6.65 or number of living units served times \$3.80, whichever is greater.
1	\$12.50 or number of living units served times \$3.80, whichever is greater.
1-1/2	<del>\$20.40</del> or number of living units served times \$3.80, whichever is greater.
2	\$31.70 or number of living units served times \$3.80, whichever is greater.
3	\$61.70 or number of living units served times \$3.80, whichever is greater.
4	\$105.15 or number of living units served times \$3.80, whichever is greater.
6	\$236.50 or number of living units served times \$3.80, whichever is greater.
8	\$426.90 or number of living units served times \$3.80, whichever is greater.
Over 8	To be determined by Commissioner of Public Works.

Sewage Volume Charge:

First 3,000 gallons \$1.15 per thousand gallons, all additional volumes \$1.68 per thousand gallons of water metered where water is supplied by the City of Bradenton through a metered connection; except that, where the sewage is contributed from a residential user, maximum sewer volume charged will not exceed 25,000 gallons per residential living unit served sewer connection. The rate of \$1.15 per the first 3,000 gallons shall apply to each individual living unit.

Where water service is not provided by the City, or where water in addition to that provided by the City is discharged to the City sewer system, or where only a part of the water consumed is discharged into the City sewer system, then bills will be determined by one of the following:

- (1) At the option of the customer or upon request by the City, the customer shall purchase from and have installed by the City, at a charge equal to the City's cost plus 25%, a sewage flow meter. Volume for wastewater billing shall be determined from this meter.
- (2) In the case of residential customers; in lieu of a sewage flow meter installation, and by agreement of the City and the customer, the customer will be billed the maximum sewer volume of 25,000 gallons per residential living unit served by the connection.
- (3) At the option of the customer and upon approval by the City, of installation and use, the customer may purchase from and have installed by the City a "water only" meter: water through which will not enter the sewer system. Volume through this meter will be excluded from sewer billing.

Sewage Strength Surcharge:

The system of sewer rates and charges specified in Section 26-31 preceding apply to sewage of normal domestic strength and quality. Normal domestic strength and quality for purpose of this ordinance shall be wastes having biological oxygen demand and suspended solids within the limits specified in Section 26-45(d), 1 through 3 of this ordinance.

The City may, at its discretion, when the nature of the sewage flow expected so warrants, either estimate or require the completion of testing of sewage quality to establish BOD and suspended solids levels. Such testing will be accomplished by a qualified agency to be selected by the City, with the cost of this testing to be paid by the customer. In the event the BOD and suspended solids levels so determined are above the limits for domestic sewage as provided for in Section 26-45(d), a surcharge per 1,000 gallons for each of these parameters on the volume billing bill be computed by:

$$\begin{array}{l} \text{(BOD Measured or} \\ \text{(Estimated, Mg/l - 1)} \\ \text{( } \frac{\quad}{250} \text{ )}} \end{array} \quad (0.7) \quad (\$1.68)$$
  
$$\begin{array}{l} \text{(Suspended Solids Measured)} \\ \text{( or Estimated, Mg/l - 1)} \\ \text{( } \frac{\quad}{300} \text{ )}} \end{array} \quad (0.7) \quad (\$1.68)$$

and this amount shall be added to the monthly service availability and sewage volume charge.



## **EXHIBIT B**

### **SCHEDULE OF THE RE-SELLER'S PROPOSED RATES AND CHARGES**

#### **Water Charges:**

Fixed monthly base charge of \$3.90 per unit.

The Total fixed charges of \$3.90 per unit per month charges is added to the variable Water Commodity Charges per month:

0 - 3000	=	\$1.22 per 1000 gallons
3001 - and over	=	\$1.74 oer 1000 gallons

#### **Sewer Charges:**

Fixed monthly base charge of \$3.80 per unit per month Plus the variable sewer commodity charges per month:

0 - 3000	=	\$1.15 per 1000 gallons
3001- and over	=	\$1.68 per 1000 gallons

#### **Common Area:**

This property does not charge common area to the residents.

#### **Security Deposit:**

This property does not collect a separate security deposit for Water/Sewer charges.

#### **Administrative/Operating Costs:**

No administrative or operating costs are being charged to the residents.

## EXHIBIT C

### Method of Billing Customers

The method of billing customers is by a computer calculation. The readings are entered into the system monthly. When we enter the customer account number, the previous months reading automatically comes up. We then enter the current months reading so the computer can compare the two numbers. The system then multiplies the difference of the two numbers by the rate schedule given below. The calculation is printed on a bill (Exhibit D) showing the separate charge for water and wastewater, along with the dates from and to the meters were read, and the total water consumed.

### Rates and Charges for 256 units at Bristol Bay at Perico Island Water Charges:

#### Water Charges:

The City of Bradenton charges \$245.45 or number of living units served times \$3.90, whichever is greater. There is one 6" City meter account on the property.

$\$3.90 \text{ base charge} \times 256 \text{ units} = \$998.40 > \$245.45.$   
Therefore, base charge is based on \$3.90 per unit.

Fixed Monthly Water Service Charge per unit = \$3.90 per unit

Variable Water Commodity Charges per month: 0 - 3000 = \$1.22 (Per 1000 Gal.)  
3001 and over = \$1.74 (Per 1000 Gal.)

#### Sewer Charges:

The City of Bradenton charges \$236.50 or number of living unit served times \$3.80, whichever is greater.

$\$3.80 \text{ base charge} \times 256 \text{ unit} = \$972.80 > \$236.50.$   
Therefore, base charge is based on \$3.80 per unit.

Fixed Monthly Sewer Service Charge per unit = \$3.80 per unit

Variable Sewer Commodity Charges per month: 0-3000 = \$1.15 per 1000 gal.  
3001 and over = \$1.68 per 1000 gal.

# Exhibit D

PLEASE DETACH ON OPPOSITE PAGE AND RETURN IT WITH PAYMENT IN AN ENVELOPE TO THE ADDRESS LISTED BELOW. ALSO MAKE CHECK PAYABLE TO:

TEAR HERE

RETURN THIS STUB WITH YOUR PAYMENT



FOR ACCOUNT QUESTIONS CALL

ACCOUNT:

NAME:

READING DATE FROM:

TO

WATER USAGE:

ACCOUNT:

READING DATE

FROM

CHARGES	AMOUNT
WATER TOTAL	
SEWER TOTAL	
PREVIOUS BALANCE	
LATE CHARGES	
<b>AMOUNT DUE THIS PERIOD</b>	<b>\$</b>

WATER USAGE

---

AMOUNT DUE THIS PERIOD \$

PLEASE PRINT AMOUNT IN PAYMENT DUE UPON RECEIPT

AMOUNT ENCLOSED \$

**WaterMaster**

KEEP THIS PORTION FOR YOUR RECORDS

6448

EXHIBIT F  
FOR APPLICATION FOR RESELLER EXEMPTION

**SERVICE AGREEMENT**

THIS SERVICE AGREEMENT ("Agreement") is made on the \_\_\_st day of \_\_\_\_\_, 1995 by and between WaterMaster Metering Systems, Inc. ("WaterMaster"), a Florida corporation, whose address is 1570 Madruga Avenue, Suite 200, Coral Gables, Florida 33146, and \_\_\_\_\_ ("Customer"), whose address is \_\_\_\_\_.

**Purpose of Agreement.** The purpose of this Agreement is to state the terms and conditions under which WaterMaster will provide water sub-meter reading services, including the generation of monthly statements of water/sewer usage, to the residents of each metered unit within \_\_\_\_\_ located at \_\_\_\_\_ hereinafter referred to as "Premises".

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained in this Agreement, the parties agree as follows:

1. **Services Provided.** WaterMaster will read the Meters and provide a monthly statement of water/sewer usage to each resident's unit. In this regard, reference is made to the WaterMaster Performance of Services attached hereto as Exhibit "A" and made a part hereof. From time to time, WaterMaster may modify the Services in accordance with its general corporate policies. However, such modifications to the Services shall not diminish the general services provided to Customer by WaterMaster. The timing of the issuance of monthly water/sewer bills to each unit's occupant is subject to adjustment in the event of any cause or causes beyond the control of WaterMaster.

2. **Term of Agreement.**

a) **Initial Term:** The term of this Agreement shall be for \_\_\_\_ ( ) years, commencing thirty (30) days after the date on which Customer gives written notice to WaterMaster that all \_\_\_\_\_ ( ) units of Customer have been activated for reading by WaterMaster ("Commencement Date"). WaterMaster shall read, pursuant to Exhibit "A" these Meters and all other Meters installed by Customer and will commence providing monthly statements for water/sewer usage during the monthly billing cycle following each remaining unit's activation.

b) **Renewal Option:** This Agreement shall automatically renew itself for two (2) additional periods of \_\_\_\_ ( ) years each on the terms and conditions as hereinafter set forth, unless terminated by customer's written notice to WaterMaster which notice must be received by WaterMaster within thirty (30) days prior to the automatic renewal date of this Agreement. Upon renewal all of the terms in effect as of the end of the immediately preceding term shall continue in effect for the purposes of this Agreement, except the Service Fee set forth under Paragraph 4., which shall be increased annually beginning \_\_\_\_\_, 199\_\_ by the percent of the annual increase in the Consumer Price Index ("CPI"). The CPI for \_\_\_\_\_, 199\_\_ shall be used as a basic standard for each consecutive annual increase. The CPI means the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, Consumer Price Index for All Urban Consumers. In no event shall WaterMaster's Service Fee be reduced. In the event the CPI is discontinued, ceases to incorporate a significant number of items now incorporated therein, or a substantial change is made in such CPI, the parties hereto shall attempt to mutually agree on an alternative formula.

### 3. **Termination.**

a) **For Cause:** This Agreement may be terminated by Customer "For Cause" only in the event of the gross negligence or material non-performance of WaterMaster, provided that such termination For Cause shall only be effective if such default by WaterMaster continues uncured for a period of thirty (30) days after being advised by Customer in writing of such default.

b) **Without Cause:** Customer for any reason whatsoever may terminate this Agreement subsequent to the Commencement Date by giving WaterMaster written notice to that effect stipulating a termination date which shall be no sooner than ninety (90) days after the date of such written notice, and shall be effective on the last day of the month following the expiration of such notice. If termination occurs within the first thirty-six (36) months of the term of this Agreement, WaterMaster shall receive a lump sum payment of \$\_\_\_\_\_ from Customer as a termination fee. If termination occurs after thirty-six (36) months from the commencement date of this Agreement, Customer may terminate this Agreement with the giving of ninety (90) days advance notice as described above, with no termination fee.

c) **WaterMaster** may terminate this Agreement in the event Customer fails to make payment of its Service Fee, pursuant to the terms so stated in this Agreement, and if such payment is not made to **WaterMaster** by Customer within thirty (30) days after Customer is advised in writing by **WaterMaster** of such failure to make payment. In this event, **WaterMaster** may exercise any and all of the rights, privileges and remedies which it may have under the laws of the State of Florida and/or the United States of America, and shall be entitled to a lump sum payment prescribed in Paragraph 3.b. above as and for liquidated damages.

4. **Service Fee:** **WaterMaster** shall be compensated by Customer for the first \_\_\_\_\_ ( ) years of this Agreement at \$\_\_\_\_\_ per month per meter read plus any increase over 20 cents in the published United States Postal rate for mailing a postcard first class. For the remainder of the term of this Agreement, **WaterMaster's** compensation shall be increased in accordance with Paragraph 2.b. above. The CPI for January, 199\_\_ shall be used as the basic standard for each annual increase. **WaterMaster** will send a statement to Customer of the compensation due it at the end of each month and the Customer shall make payment within ten (10) days of the billing date (or as otherwise defined in Paragraph 10 of Exhibit "A"). Interest will be charged at the rate of one and one-half percent (1 1/2%) per month on all delinquent accounts.

5. **WaterMaster's Responsibility:** **WaterMaster** will use due care in reading Customer's sub-meters and producing each residents unit's water/sewer bill. It will be responsible and liable to Customer only to the extent of correcting any errors in either reading the sub-meters or producing water/sewer bills. **WaterMaster** shall not be responsible for consequential damages.

6. **Customer's Responsibility:** Customer shall be responsible to notify **WaterMaster** on a timely basis of all move-in and move-out activity of the Residents. **WaterMaster** will not be held responsible for billing errors made as a result of Customer's failure to notify **WaterMaster** of such move-in/move-out activity.

7. **Irrevocable License:** As long as this Agreement remains effective, **WaterMaster** shall have, and Customer hereby grants, an irrevocable license to enter upon the Premises at reasonable times as necessary for the purpose of installing, maintaining, repairing, replacing or removing the Equipment. In performing its work at the Premises pursuant to this Agreement, **WaterMaster** shall use its best efforts to minimize interference with the Owner's use of the Premises. After reasonable notice from **WaterMaster**, Customer shall provide an employee or other authorized person to accompany **WaterMaster**, its employees or independent contractors, into any unoccupied Dwelling Units, and shall take reasonable steps to assure access by **WaterMaster**, its agents and independent contractors, at reasonable times to any part of the Premises over which Customer does not have control.

EXHIBIT A - PAGE 2

9. **If any meter malfunction is due to a defective meter, gross negligence or willful misconduct of WaterMaster or it's agents, WaterMaster will repair or replace meter, at its option, with no charge to Customer. If meter has been damaged due to willful misconduct, vandalism, foreign debris or act of God - WaterMaster will, after notification to and approval by Customer, repair or replace meter, at its option, and Customer will be billed for time, repair or replacement of meter and any additional material, at a price consistent with existing material and labor costs.**
  
10. **WaterMaster will handle Customer's remittance. WaterMaster will receive payments from Customer's residents, and provide Customer a copy of the monthly bookkeeping records. WaterMaster will remit to Customer, within thirty (30) days after the end of each billing cycle, all funds collected from residents less WaterMaster's monthly service fee pursuant to Paragraph 4. of the Service Agreement, less any repair or service charges per Paragraph 9 above.**

8. **Warranty:** The manufacturer warranties all material as specified in Kent Model C-700 Bronze Guarantee and Performance Assurance program, and Kent Model C-700 Remote Meter Read System Guarantee. In no event shall WaterMaster be liable for damage exceeding the manufacturer's liability for incidental or consequential damages of any kind, specifically including, but not in limitation thereof, damages resulting from injury to person or property.

9. **Miscellaneous Provisions.**

a) **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created under this Agreement are performable in \_\_\_\_\_ County, \_\_\_\_\_.

b) **Parties Bound.** This Agreement shall be binding on and inure to the benefit of the parties and to their respective heirs, executors, administrators, legal representatives, successors and assigns.

c) **Attorney's Fees and Costs.** In any suit, action or proceeding the parties agree to Binding Arbitration when seeking enforcement of any terms or provisions of this Agreement or relating to any transaction contemplated by this Agreement.

d) **Notices.** All notices to either party required pursuant to this Agreement may be delivered personally or may be sent by certified or registered United States mail, return receipt requested, with postage prepaid, to the other party to be notified at the address set forth below, or such other address as either party may designate in writing. Any notice shall be deemed delivered when given, if personally delivered, or seven (7) business days after mailing, if mailed.

TO WATERMASTER:

1570 Madruga Avenue, Suite 200  
Coral Gables, Florida 33146

TO CUSTOMER:

Attention:



e) **Waiver of Breach.** The waiver by either party of the other party's breach of any term or condition of this Agreement shall not be, or be deemed to be, a waiver of any subsequent breach by such party of the same or any other term or condition of this Agreement, and the failure by either party to enforce any right or remedy it might have by reason of the failure of the other party to perform any obligation under this Agreement shall not be, or be deemed to be, a waiver of any subsequent failure by such other party to perform same or any other obligation under this Agreement.

f) **Captions.** Captions to, and heading of, the sections, subsections, paragraphs and sub-paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any term or provision hereof.

g) **Counterparts.** This Agreement may be executed in one or more counterparts, and all so executed shall constitute one and the same agreement and shall be binding on all the parties hereto, notwithstanding that all of the parties may be signatory to the original or the same counterpart.

h) **Severability.** If any part or portion hereof shall be determined to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining parts of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

i) **Amendment.** No amendment or modification of this Agreement shall be valid or effective unless the same be in writing and signed by all the parties hereto.

j) **Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties with reference to meter reading and water/sewer billing services and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date first above written.**

**WITNESSES:**

\_\_\_\_\_  
"CUSTOMER"

\_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

**Title:** \_\_\_\_\_

**WaterMaster Metering Systems, Inc.,  
a Florida Corporation**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Howard Millhauser, President**

\_\_\_\_\_

## EXHIBIT A

Exhibit A is made part of the Agreement made on the \_\_\_th day of \_\_\_\_\_, 199\_\_ by and between WaterMaster Metering Systems, Inc. ("WaterMaster") and \_\_\_\_\_ ("Customer").

### WATERMASTER PERFORMANCE OF SERVICES

1. Water/sewer bills are mailed by WaterMaster directly to residents approximately the 23rd day of each month. Meters are read between the 1st and 18th day of each month with approximately a 30-day billing cycle.
2. At the same time that Customer's residents receive their monthly bills, Customer will receive a summary report showing how much WaterMaster has billed each resident. The summary also shows the last date each meter was read.
3. The summary report also serves as WaterMaster's bill to Customer for WaterMaster's monthly service fee of \$\_\_\_\_\_ per meter read and processed.
4. WaterMaster relies on Customer to provide WaterMaster with current information with respect to monthly move-ins and move-outs. For accurate billing, WaterMaster requests that Customer notify WaterMaster of all changes by the 19th day of each month. WaterMaster will not accept changes from Customer's residents. Customer may phone or fax such changes to WaterMaster.
5. The closest regularly scheduled reading date will serve as the beginning reading for all new residents and the ending reading for vacating resident. Customer may want to obtain actual move-in and move-out readings itself and fax them in to WaterMaster's office. Otherwise, the closest regularly scheduled reading date by WaterMaster will serve as the move-in or move-out reading.
6. Customer will be notified by mail or Fax if WaterMaster finds the current reading to be exceptionally high or if the meter shows no movements when the unit is occupied.
7. If a unit is occupied and the meter shows no movement, the resident will receive a minimum bill for fixed service charges only. The bill does not include any charges for actual water and sewer usage. After the problem is corrected, a regular monthly bill will be sent, including all water and sewer charges.
8. WaterMaster will read meters for vacant units and include in Customer's monthly summary report, notice of water leaks.

**RULE 25-30.111, F.A.C.**  
**EXEMPTION FOR RESALE OF UTILITY SERVICE, ANNUAL REPORT**

Any person who has been granted an exemption from regulation as a reseller of water or wastewater service provided for in subsection 367.022(8), F.S., shall file a report by March 31 of each year following the year for which the exemption is claimed. The report shall contain the following:

(1) A schedule, listing by month, the rates charged for and total revenue received from the water or wastewater service sold.

(2) A schedule, listing by month, the rates charged and total expense incurred for the purchase of the water or wastewater service.

(3) A statement listing the source from which the water or wastewater service was purchased.

**Specific Authority:** 367.121(1), F.S.

**Law Implemented:** 367.022(8), F.S.

**History:** New 3/26/81, Formerly 25-10.09, 25-10.009, Amended 11/9/86, 11/30/93.

**SECTION 367.122, FLORIDA STATUTES  
EXAMINATION AND TESTING OF METERS**

(1) The commission may provide for the examination and testing of all meters used for measuring any product or service of a utility.

(2) Any customer or user may have any such meter tested by the utility upon payment of the fee fixed by the commission.

(3) The commission shall establish reasonable fees to be paid for testing such meters on the request of the customers. Current utility customers or users may, at their discretion, pay the fee fixed by the commission at the time of the request or have the utility include the fee with their next regularly scheduled statement. However, the fee shall be paid by the utility and repaid to the customer or user if the meter is found defective or incorrect to the disadvantage of the customer or user in excess of the degree or amount of tolerance customarily allowed for such meters, or as may be provided for in rules and regulations of the commission. No fee may be charged for any such testing done by the commission or its representatives.

(4) The commission may purchase materials, apparatus, and standard measuring instruments for such examinations and tests.

**History.—**

s. 1, ch. 71-278; s. 100, ch. 73-333; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 16, 25, 26, ch. 80-99; ss. 2, 3, ch. 81-318; ss. 17, 26, 27, ch. 89-353; s. 4, ch. 91-429.  
367.122

**RULE 25-30.262, F.A.C.  
METER ACCURACY REQUIREMENTS**

Each utility shall employ water meters which register within the accuracy limits set forth in this chart:

Accuracy limits in percentages

<u>Meter Type</u>	<u>Maximum Rate</u>	<u>Intermediate Rate</u>	<u>New</u>	<u>Minimum Rate Required</u>
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

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

General Authority: 367.121, F.S.

Law Implemented: 367.122(1), F.S.

History: Amended 9/12/74, formerly 25-10.92, Transferred from 25-10.092 and Amended 11/9/86.

**RULE 25-30.63, F.A.C.  
METER TEST METHODS**

(1) Each utility shall test its displacement type cold water meters on at least the three rates of flow set forth in the following chart:

Meter Size Inches	Normal Test Flow Limits		Test Flow Gallons Per Minute		
	GPM		Minimum	Median	Maximum
5/8	1	- 20	1/4	2	15
3/4	2	- 30	1/2	3	25
1	3	- 50	3/4	4	35
1-1/2	5	- 100	1-1/2	8	50
2	8	- 160	2	15	100
3	16	- 300	4	20	150
4	28	- 500	7	40	200
6	48	- 1000	12	60	500

(2) Each utility shall test its current, compound and fire-service type meters on at least three rates of flow: one at the minimum test flow and two or more within the normal test flow limits of the table set forth in subsection (1) of this rule, with the upper test flow to be at a rate as high as practicable.

(3) Each utility shall test its compound meters within the "changeover" range of flows to determine overall operational efficiency and accuracy of registration.

(4) A utility may test any displacement type meter after installation if the meter is three inches or larger. However, each utility shall test its current, compound and fire-service type meters in place to achieve maximum accuracy, and may install a test tee in the outlet piping to facilitate and reduce the cost of testing for meters which are three inches or larger.

(5) Each utility may affix a seal to each of its tested and adjusted meters. The utility may affix the seal in such manner that it would have to be broken before any adjustment to meter registration could be achieved.

General Authority: 367.121, F.S.

Law Implemented: 367.122, F.S.

History: Amended 9/12/74, formerly 25-10.90, Transferred from 25-10.090 and Amended 11/9/86.

**RULE 25-30.264, F.A.C.  
METER TESTING EQUIPMENT**

- (1) (a) Each utility providing metered water service shall either provide the necessary standard facilities, instruments and other equipment for testing meters in compliance with rules 25-30.263, or enter into arrangements with other utilities or agencies for the testing of the utility's meters.
- (b) When the utility opts to arrange for its testing to be performed by another utility or agency, that utility shall notify the Commission.
- (2) (a) Standard meters may be used by the utility for field tests of meter accuracy provided that they are tested and calibrated to permit the testing of meters within the limits of accuracy set out in Rule 25-30.263.
- (b) Testing and calibration of the standard meters shall be done either by the utility with its volumetric or weight standard equipment, or by an approved laboratory.
- (c) Testing and calibration of the standard meters shall be done at least once every sixty (60) days while the standard meter is in use.

**General Authority: 367.121(1), F.S.**

**Law Implemented: 367.122(1), F.S.**

**History: Amended 9/12/74, formerly 25-10.89, Transferred from 25-10.089 and Amended 11/9/86.**



**RULE 25-30.265, F.A.C.  
PERIODIC METER TESTS**

Each utility shall inspect and test a representative sample of its meters in service at least once during the intervals set out in this rule.

<u>Size of Meter</u>	<u>Maximum Interval Between Tests</u>
5/8"	10 years
3/4"	8 years
1"	6 years
1-1/2"	4 years
2"	4 years
3"	3 years
4"	2 years
6"	1 year

**General Authority: 367.121, F.S.**

**Law Implemented: 367.122, F.S.**

**History: Amended 9/12/74, formerly 25-10.93, Transferred from 25-10.093 and Amended 11/9/86.**

**RULE 25-30.266, F.A.C.  
METER TEST BY REQUEST**

- (1) (a) Upon written request of any customer whose meter has not been tested within one-half the maximum interval provided in Rule 25-30.265, the utility shall make a field test for accuracy of that customer's meter.
- (b) The utility may not charge for any field test performed pursuant to paragraph (a) of this subsection.
- (2) (a) The utility may require a deposit to defray cost of any bench test requested by any customer. However, the deposit may not exceed the following schedule:

<u>Meter Size</u> <u>(inches)</u>	<u>Fee</u>
5/8 and 3/4	\$20.00
1 and 1-1/2	\$25.00
2 and over	Actual Cost of Test

- (b) The utility may retain the deposit if the customer's meter is found to register accurately or below accuracy.
- (c) The utility shall refund the deposit if the customer's meter is found to register in excess of prescribed accuracy limits.
- (3) The Commission may provide a representative to observe or supervise any bench test upon written request from the customer or utility. The utility shall advise the customer of the customer's right to witness the bench test.

(4) The utility shall provide the customer with a written report of the results of any test performed pursuant to this rule.

(5) A meter shall in no way be disturbed after the utility has received notice that application has been made for a test by the customer unless a representative of the Commission is present or unless authority to do so is first given in writing by the Commission or by the customer.

(6) At the request of the customer, the utility shall make arrangements for a meter test to be conducted by an independent meter testing facility of the customer's choosing. The customer shall be responsible for negotiating and paying to the independent meter testing facility any fee charged for such a test. Such independent meter testing facilities shall, at minimum, conform to the requirements of the American Waterworks's Association Water Meters Selection Installation Testing and Maintenance (AWWA-M6-1972). Where appropriate, the meter may be field tested.

**RULE 25-30.266, F.A.C., continued:**

The customer shall be responsible for all the costs to the utility associated with a meter test by an independent meter testing facility. The utility shall provide a detailed estimate of such costs and may require payment of such costs prior to the actual meter test. If the meter is found to be running fast in excess of the limits established by these rules, such costs shall be refunded, but if within the allowable limit, the utility may retain the costs.

**Specific Authority: 367.121, F.S.**

**Law Implemented: 367.122, F.S.**

**History: Amended 9/12/74, 1/4/79, 10/11/83, formerly 25-10.94, Transferred from 25-10.094 and Amended 11/9/86.**

**RULE 25-30.267, F.A.C.  
RECORD OF METER TESTS**

- (1) Each utility shall preserve the original records of all meter tests at least until same meter is performed or until the meter is retired by a later test.
- (2) These records shall include
  - (a) sufficient information to identify the meter;
  - (b) the reason for the test;
  - (c) date of test and reading of the meter;
  - (d) the computed accuracy before and after the repair;  
and
  - (e) any other data taken at the time of the test which would permit the convenient checking of the test results.

General Authority: 367.121, F.S.

Law Implemented: 367.122, F.S.

History: Amended 9/12/74, formerly 25-10.91, Transferred from 25-10.091 and Amended 11/9/86.