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ORIGINAL

April 20, 2001

Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Building, Room 110
Tallahassee, FL 32399-0850

Via Hand Delivery

RECEIVED-FPSC
01 APR 20 AM 11:40
RECORDS AND
REPORTING

010563-WU

Re: Application for acknowledgment of corporate reorganization and utility name change from MHC-DeAnza Financing Limited Partnership (d/b/a Buccaneer Water Service), holder of Certificate No. 366-W in Lee County, to BE Utility Systems, L.L.C. (d/b/a Buccaneer Water Service).

Dear Ms. Bayo:

Enclosed for filing, on behalf of MHC-DeAnza Financing Limited Partnership d/b/a Buccaneer Water Service, are an original and twelve copies of an application for acknowledgment of corporate reorganization and utility name change from MHC-DeAnza Financing Limited Partnership (d/b/a Buccaneer Water Service), holder of Certificate No. 366-W in Lee County, to BE Utility Systems, L.L.C. (d/b/a Buccaneer Water Service). Please note that we are only furnishing an original and two (2) copies of the tariff sheets (Attachment "C").

Please open a docket to consider this matter.

Please contact me if you have any questions.

Sincerely,

RUDEN, McCLOSKEY, SMITH,
SCHUSTER & RUSSELL, P.A.

RECEIVED & FILED
FPSC-BUREAU OF RECORDS

Kathryn G. W. Cowdery
Kathryn G. W. Cowdery
Attorney

KGC/ldv
Enclosures

cc: Jennifer Brubaker (via hand delivery)
Pat Brady (via hand delivery)

TAL:33655:1

FORT LAUDERDALE ■ MIAMI ■ NAPLES ■ PORT ST. LUCIE ■ SARASOTA ■ ST. PETERSBURG ■ TALLAHASSEE ■ TAMPA ■ WEST PALM BEACH
DOCUMENT NUMBER-DATE
04998 APR 20 01
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for)
acknowledgment of corporate)
reorganization and utility name)
change from MHC-DeAnza Financing) Docket No. 010563-WU
Limited Partnership (d/b/a)
Buccaneer Water Service), holder)
of Certificate No. 366-W in Lee) Filed: April 20, 2001
County, to BE Utility Systems,)
L.L.C. (d/b/a Buccaneer Water)
Service).)

**APPLICATION FOR ACKNOWLEDGEMENT OF CORPORATE
REORGANIZATION AND UTILITY NAME CHANGE FROM MHC-DEANZA FINANCING
LIMITED PARTNERSHIP (D/B/A BUCCANEER WATER SERVICE) TO
BE UTILITY SYSTEMS, L.L.C. (D/B/A BUCCANEER WATER SERVICE)**

MHC-DeAnza Financing Limited Partnership (d/b/a Buccaneer Water Service) ("the Utility"), hereby requests acknowledgement of its corporate reorganization and resultant change of the Utility's name to BE Utility Systems, L.L.C. (d/b/a Buccaneer Water Service), and as grounds states:

1. The Utility is a Class C water utility serving Buccaneer Estates Mobile Home Park in Lee County. Certificate No. 366-W was transferred to the Utility's predecessor by Order No. 11263 issued October 25, 1982. Certificate No. 366-W was transferred to the Utility on May 22, 1995, pursuant to Order No. PSC-95-0623-FOF-WU, in Docket No. 940849-WU. According to the Utility's 1999 annual report, it serves approximately 957 residential customers and 18 general service customers, with operating revenues of \$191,937 and a net income of \$16,348. The Utility purchases its water from Lee County Utilities, and

therefore does not have a water treatment plant. The Utility's facilities consist of one water transmission and distribution system.

2. Prior to the corporate reorganization, the Utility's facilities were owned by MHC-DeAnza Financing Limited Partnership ("MHC-DeAnza"), whose sole general partner is MHC-QRS DeAnza, Inc. ("MHC-QRS") and whose sole limited partner is MHC Operating Limited Partnership ("MHC Operating"). Manufactured Home Communities, Inc. ("MHC, Inc.") is the sole shareholder of MHC-QRS and the sole general partner of MHC Operating. On June 30, 2000, MHC-DeAnza and its nominee owner of record, Snowbirdland Vistas, Inc., jointly conveyed the Utility's facilities to BE Utility Systems, L.L.C. ("BE"). The conveyance was for no consideration and was intended to ensure that the Utility's facilities would not be encumbered by a mortgage loan which closed on June 30, 2000, as part of a larger property refinancing transaction involving MHC, Inc. and its affiliates.

3. Liquid Assets, L.L.C. ("Liquid"), is the 100% member of BE. The 100% member of Liquid is MHC Operating, whose sole general partner is still MHC, Inc. Since both before and after the reorganization, the Utility is effectively 100% owned by MHC Operating and MHC, Inc., there is no substantive change in ownership or majority organization control and the assets

remain, as before, with the Utility. The principal officers, the office and operations personnel of the Utility, and the d/b/a name "Buccaneer Water Company" remain unchanged. Therefore, all that has occurred in this reorganization is that BE has been created as the legal entity owning the Utility's facilities.

4. This request was not filed with the PSC before the present time because additional corporate reorganization has been under discussion since June 30, 2000. It was decided to process the existing changes at this time instead of delaying the filing further. In the event additional reorganization occurs in the future, it will be addressed in a separate docket.

5. BE is duly formed under the Delaware laws. A copy of the Certificate of Status from the Office of the Florida Secretary of State evidencing its acceptance of the BE name is attached hereto as Attachment "A."

6. A statement, signed by a duly authorized representative of BE that the ownership and control of the Utility and its assets will not change under the proposed name is attached hereto as Attachment "B".

7. An original and two copies of a proposed tariff reflecting the name change is attached hereto as Attachment "C."

8. The applicant's current certificate could not be located. Several attempts were made to locate the certificate

including calling the Utility and thoroughly searching. However, during the search, an outdated certificate document which had been issued to DeAnza Properties (Buccaneer Water Service) pursuant to Order 11263, dated 10/25/82, in Docket 820120-W, was located, and is returned herewith, as Attachment "D" hereto.

9. A proposed notice to be sent to the customers of the utility informing them of the change in utility name is attached hereto as Attachment "E" hereto.

WHEREFORE, the Utility respectfully requests that the commission take jurisdiction of this request and acknowledge the corporate reorganization of the Utility, and its name change to BE Utility Systems, L.L.C. (d/b/a Buccaneer Water Service).

Respectfully submitted this 20th day of April 2001.



KATHRYN G.W. COWDERY
Fla. Bar No.: 0363995
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
215 South Monroe Street,
Suite 815
Tallahassee, FL 32301
Phone: (850) 681-9027

Attorneys for MHC-DeAnza
Financing Limited Partnership
(d/b/a Buccaneer Water
Service)

Attachment A

State of Florida



Department of State

I certify from the records of this office that BE UTILITY SYSTEMS, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on June 26, 2000.

The document number of this limited liability company is M00000001243.

I further certify that said limited liability company has paid all fees due this office through December 31, 2001, that its most recent annual report was filed on February 20, 2001, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of March, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

Attachment B

STATEMENT OF OFFICER

I, David W. Fell, as Vice President of Manufactured Home Communities, Inc., the General Partner of MHC Operating Limited Partnership, the Sole Member of Liquid Assets, L.L.C., the Sole Member of BE Utility Systems, L.L.C., hereby state that the ultimate ownership and control of the assets of the utility now known as MHC-DeAnza Financing Limited Partnership d/b/a Buccaneer Water Service will not change under the proposed name BE Utility Systems, L.L.C. d/b/a Buccaneer Water Service.

David W. Fell

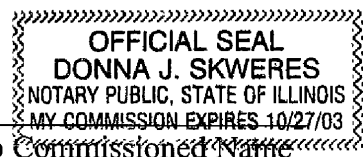
David W. Fell, Vice President of Manufactured Home Communities, Inc., General Partner of MHC Operating Limited Partnership, Sole Member of Liquid Assets, L.L.C., Sole Member of BE Utility Systems, L.L.C.

STATE OF ILLINOIS
COUNTY OF COOK

Sworn to and subscribed before me this 23rd day of March, 2001, by David W. Fell.

Personally known to me X
Identification produced _____ Type of identification produced _____

Donna J. Skweres
Notary Signature



Print, Type, or Stamp _____
Commissioned Name
of Notary Public

Attachment C

WATER TARIFF

BE Utility Systems, L.L.C.

d/b/a

BUCCANEER WATER SERVICE

Lee County

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

BE UTILITY SYSTEMS, L.L.C. d/b/a
BUCCANEER WATER SERVICE

ORIGINAL SHEET NO. 1.0

WATER TARIFF

BE Utility Systems, L.L.C.

d/b/a

BUCCANEER WATER SERVICE

2210 N. Tamiami Trail N.E.

North Fort Myers, Florida 33903

Business Telephone: (941) 995-3337
Emergency Telephone (Dennis Klukow): (941) 995-1690
Emergency Telephone (Phil Jansen): (941) 543-3740

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Donald Barton
General Manager

WATER TARIFF

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BE UTILITY SYSTEMS, L.L.C. d/b/a
BUCCANEER WATER SERVICE

ORIGINAL SHEET NO. 3.0

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 366-W

COUNTY - Lee

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Type</u>
11263	10/25/82	820120-W	Original Certificate
PSC-95-0623-FOF-WU	05/22/95	940849-WU	Transfer of Certificate

(Continued to Sheet No. 3.1)

Donald Barton
General Manager

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following described lands located in portions of Sections 35, Township 43 South, Range 24 East, Lee County, Florida:

That part of the North 1/2 of Section 35 lying East of State Road 45-A (also known as U.S. Highway 41 Business) in Township 43 South, Range 24 East of Lee County, Florida, except the South 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 35.

Donald Barton
General Manager

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedules(s) Available</u>	<u>Sheet No.</u>
Lee	Buccaneer Mobile Estates	GS, RS	17.0, 18.0

Donald Barton
General Manager

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 “BFC” – “BFC” is the abbreviation for “Base Facility charge” which is the minimum charge to the Company’s customers and is separate from the amount billed for water consumption on the utility’s bills to its customers.
- 2.0 “CERTIFICATE” – A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 “COMMISSION” – “Commission refers to the Florida Public Service Commission.
- 4.0 “COMMUNITIES SERVED” – The term “Communities Served”, as mentioned in this tariff, shall be construed as the group of customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 “COMPANY” – BE Utility Systems, L.L.C. d/b/a Buccaneer Water Service.
- 6.0 “CUSTOMER” – Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 “CUSTOMER’S INSTALLATION” – All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer’s side of the “Point of Delivery” and used in connection with or forming a part of the installation necessary for rendering water service to the customer’s premises regardless of whether such installation is owned by the customer or used by the customer under lease or other agreement.
- 8.0 “MAIN” – A pipe, conduit, or other facility used for conveying water service through individual services or through other mains.
- 10.0 “POINT OF DELIVERY” – For water systems, “point of delivery” shall mean the outlet connection of the meter for metered service or the point at which the Company’s piping, fittings and valves connect with the customer’s piping, fittings and valves for non-metered service.
- 9.0 “RATE” – Amount which the Company may charge for water service which is applied to the customer’s actual consumption.

(Continued to Sheet No. 5.1)

Donald Barton
General Manager

WATER TARIFF

(Continued from Sheet No. 5.0)

- 11.0 “RATE SCHEDULE” – 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.
- 12.0 “SERVICE” – Service, as mentioned in this tariff and in agreement with customers, 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 for in Section 367.111 of the Florida Statutes.
- 13.0 “SERVICE CONNECTION” – The point where the Company’s pipes or meters are connected with the pipes of the Customer.
- 14.0 “SERVICE LINES” – The pipes between the Company’s mains and the point of delivery and shall include all of the pipes, fittings and valves necessary to make the connection to the customer’s premises excluding the meter.
- 15.0 “TERRITORY” – The geographical area described by metes and bounds 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.

Donald Barton
General Manager

WATER TARIFF

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(Continued to Sheet No. 6.1)

Donald Barton
General Manager

WATER TARIFF

(Continued from Sheet No. 6.0)

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Donald Barton
General Manager

WATER TARIFF

RULES AND REGULATIONS

1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. 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, they apply without modification or change to each and every customer to whom the Company renders water service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

3.0 SIGNED APPLICATION NECESSARY - Water service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which water service is to be rendered.

(Continued to Sheet No. 8.0)

Donald Barton
General Manager

WATER TARIFF

(Continued from Sheet No. 7.0)

4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When water service is rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the Company.

Water service furnished to the customer shall be rendered directly to the customer through Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service.

(Continued to Sheet No. 9.0)

Donald Barton
General Manager

WATER TARIFF

(Continued from Sheet No. 8.0)

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, remetering, 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 in full is made to the Company for all extra expenses incurred for clerical work, testing, and inspections.

- 8.0 CONTINUITY OF SERVICE - The Company will at all times use reasonable diligence to provide continuous water service, and having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

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

- 9.0 TYPE AND MAINTENANCE - 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; and the Company reserves the right to discontinue or withhold water to such apparatus or device.

(Continued to Sheet No. 10.0)

Donald Barton
General Manager

WATER TARIFF

(Continued from Sheet No. 9.0)

10.0 CHANGE OF CUSTOMER'S INSTALLATION – 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 change resulting from a violation of this rule.

11.0 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 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.

Notwithstanding 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.

12.0 PROTECTION OF COMPANY'S PROPERTY – The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

13.0 ACCESS TO PREMISES – In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the customer shall provide the duly authorized agents of the Company's access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

14.0 RIGHT OF WAY OR EASEMENT – 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.

Donald Barton
General Manager

WATER TARIFF

(Continued from Sheet No. 10.0)

- 15.0 CUSTOMER BILLING – 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.

- 16.0 DELINQUENT BILLS – 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.

There shall be no liability of any kind against the Company for the discontinuance of water service to the customer for that customer's failure to pay the bills on time.

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

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY – When both water and wastewater service are provided by the Company, payment of any 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. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

(Continued to Sheet No. 12.0)

Donald Barton
General Manager

WATER TARIFF

(Continued from Sheet No. 11.0)

- 18.0 CHANGE OF OCCUPANCY – When change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied by the Company; the customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customers, to discontinue or transfer water service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

- 19.0 UNAUTHORIZED CONNECTIONS – WATER – Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 20.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.
- 21.0 ALL WATER THROUGH METER - 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.

(Continued to Sheet No. 13.0)

Donald Barton
General Manager

WATER TARIFF

(Continued from Sheet No. 12.0)

- 22.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or 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 credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR - 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 METER ACCURACY REQUIREMENTS - All meters used for measuring the quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 25.0 FILING OF CONTRACTS - 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 prior to its effective date.
- 26.0 TEMPORARY DISCONTINUANCE OF SERVICE — At any time a customer may request a temporary discontinuance of service in order to insure that customer is not billed for any water usage during the period of time in which that premises is not occupied or otherwise utilized. The customer will, however, be liable for payment of the base facility charge during the entire period of time the temporary disconnect remains in effect, in order for the Company to be able to recover its fixed cost of having water service available to those premises upon request by the customer.

BE UTILITY SYSTEMS, L.L.C. d/b/a
BUCCANEER WATER SERVICE

ORIGINAL SHEET NO. 14.0

WATER TARIFF

HELD FOR FUTURE USE

Donald Barton
General Manager

BE UTILITY SYSTEMS, L.L.C. d/b/a
BUCCANEER WATER SERVICE

ORIGINAL SHEET NO. 15.0

WATER TARIFF

HELD FOR FUTURE USE

Donald Barton
General Manager

WATER TARIFF

INDEX OF RATE AND CHARGES SCHEDULES

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Donald Barton
General Manager

WATER TARIFF

GENERAL SERVICE
RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all customers for which no other schedule applies.

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

BILLING PERIOD - Monthly.

RATE -

<u>Meter Size</u>	<u>Base Facility Charges</u>
5/8" x 3/4"	\$ 8.08
3/4"	12.09
1"	20.18
1-1/2"	40.35
2"	64.55
3"	129.12
4"	201.74
6"	403.48
Gallage Charge Per 1,000 gallons	3.48

MINIMUM BILL - Base Facility Charge (Per month)

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, service may then be discontinued.

EFFECTIVE DATE - February 12, 2001.

TYPE OF FILING - 2000 Price Index.

Donald Barton
General Manager

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE GS

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

RATE -

<u>Meter Size</u>	<u>Base Facility Charges</u>
5/8" x 3/4"	\$ 8.08
3/4"	12.09
1"	20.18
1-1/2"	40.35
2"	64.55
3"	129.12
4"	201.74
6"	403.48
Gallonage Charge Per 1,000 gallons	3.48

- MINIMUM BILL - Base Facility Charge (Per month)
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice, service may then be discontinued.
- EFFECTIVE DATE - February 12, 2001.
- TYPE OF FILING - 2000 Price Index.

Donald Barton
General Manager

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all master-metered residential customer including, but not limited to Condominiums, Apartments and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD- N/A
- RATE - N/A

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING- Transfer of Certificate

Donald Barton
General Manager

WATER TARIFF

FIRE PROTECTION CHARGES

WATER

AVAILABILITY -

APPLICABILITY -

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

BILLING PERIOD- N/A

RATE - Public Fire Protection - per hydrant
N/A

Private Fire Protection -

N/A

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Donald Barton
General Manager

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's Rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested,
- (B) The applicant pays a cash deposit,
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8 x 3/4"	N/A	N/A
1"	N/A	N/A
1 1/2"	N/A	N/A
Over 2"	N/A	N/A

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills. The Company shall provide the customer with reasonable written notice of not less than thirty (30) days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two (2) monthly billing periods for the twelve-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 21.1)

Donald Barton
General Manager

WATER TARIFF

(Continued from Sheet No. 21.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4)(a). The rate of interest is six percent (6%) per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customer's account during the month of N/A each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of twenty-three (23) months, the Company shall refund the customer's deposit provided the customer has not, in the preceding twelve (12) months:

- (a) made more than one late payment of the bill (after the expiration of twenty (20) days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected or non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of twenty-three (23) months and shall pay interest on the non-residential customer's deposit at the rate of seven percent (7%) per annum upon retainment of such deposit.

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

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Donald Barton
General Manager

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

METER BENCH TEST REQUEST - If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the following schedule of fees and shall be in accordance with Rule 25-30.266, Florida Administrative Code:

<u>METER SIZE</u>	<u>FEE</u>
5/8 x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code, the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25-30.265, Florida Administrative Code.

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Donald Barton
General Manager

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 require multiple actions.

INITIAL CONNECTION - This charge would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection	\$15.00
Normal Reconnection	\$15.00
Violation Reconnection	\$15.00
Premises Visit (in lieu of disconnection)	\$10.00

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Donald Barton
General Manager

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>SHEET NUMBER</u>
<u>Back-Flow Preventer Installation Fee</u>		
5/8 x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	Actual Cost	[1]
<u>Customer Connection (Tap-in) Charge</u>		
5/8 x 3/4" metered service	No Charge	32.0
1" metered service	Actual Cost	32.0
1 1/2" metered service	Actual Cost	32.0
2" metered service	Actual Cost	32.0
Over 2" metered service	Actual Cost	[1]
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___)GPD	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	Actual Cost	[1]
<u>Main Extension Charge</u>		
Residential-per ERC (___)GPD	\$	
All others-per gallon	\$	
or		
Residential-per lot (___ foot frontage)	\$	
All others-per front foot	\$	
<u>Meter Installation Fee</u>		
5/8 x 3/4"	\$ 55.00	32.0
1"	Actual Cost	32.0
1 1/2"	Actual Cost	32.0
2"	Actual Cost	32.0
Over 2"	Actual Cost	32.0
<u>Plan Review Charge</u>	Actual Cost	[1]
<u>Plant Capacity Charge</u>		
Residential-per ERC (___)GPD	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___)GPD	\$	
All others-per gallon	\$	

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

EFFECTIVE DATE - January 12, 1996

TYPE OF FILING - Transfer of Certificate

Donald Barton
General Manager

WATER TARIFF

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Donald Barton
General Manager

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

Donald Barton
General Manager

WATER TARIFF

APPLICATION FOR WATER SERVICE

APPLICATION FOR WATER

Applicant _____ () Homeowner
 () Renter

Local Address _____

Local Telephone _____

Northern Address _____

Northern Telephone _____

DETAILS OF WATER BILLING

Meters are read approximately on the 16th of each month.

Installation charge of \$55.00, payable at time of interview.

Base rate of \$3.44 per month

There is a charge of \$3.90 per 1,000 gallons of water used.

Make checks payable to Buccaneer Mobile Estates.

Water and rent payments can be paid on same check.

Water bills are sent monthly, they are due upon receipt.

Resident

Resident

Witness

Date

Water Payment Begins: _____

Copy Sent to Water Dept: _____

Rental Period: _____
(if applicable)

Donald Barton
General Manager

WATER TARIFF

APPLICATION FOR METER INSTALLATION

APPLICATION FOR WATER

Applicant _____ () Homeowner
() Renter

Local Address _____

Local Telephone _____

Northern Address _____

Northern Telephone _____

DETAILS OF WATER BILLING

Meters are read approximately on the 16th of each month.

Installation charge of \$55.00, payable at time of interview.

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Make checks payable to Buccaneer Mobile Estates.

Water and rent payments can be paid on same check.

Water bills are sent monthly, they are due upon receipt.

Resident

Resident

Witness

Date

Water Payment Begins: _____

Copy Sent to Water Dept: _____

Rental Period: _____
(if applicable)

Donald Barton
General Manager

WATER TARIFF

COPY OF CUSTOMER'S BILL

PROPERTY NO. 095 PROPERTY NAME BUCCANEER MOBILE ESTATES UNIT 174 TENANT 01 DATE DUE 04/01/94

SEND YOUR REMITTANCE TO:

BUCCANEER MOBILE ESTATES
 2210 NORTH TAMiami TRAIL
 NORTH FT. MYERS, FL 33917

BILLING ADDRESS:

[Empty Billing Address Box]

GALLONAGE IS COMPUTED ON THOUSANDS OF GALLONS.
 FOR EXAMPLE; READING OF 3 GALS. = 3000 GALLONS USED;

DESCRIPTION OF CHARGES		AMOUNT
2 GALS	SPACE RENT	176.75
	GARBAGE I.O.U.	8.13
	BUCCANEER UTIL-WATER	11.24
	CREDIT WATER CHARGES	(11.24)

095 174 01

TOTAL DUE 184.88
~~196.12~~

SERVICE	FROM	TO	METER			MULTIPLIER	USAGE	AMOUNT
			BEGIN	END	DIFF			
WATER	02/15	03/15	69	71	2	1.000	2 \$	7.80
								BASE FACILITY CHARGE \$ 3.44
								RATE SCHED RS BASC
								BASELINE ALLOWANCE **** GALS
								BASELINE USAGE 2 GALS @ \$3.90000
								OVER BASELINE 0 GALS @ \$3.90000

Donald Barton
 General Manager

WATER TARIFF

HELD FOR FUTURE USE

Donald Barton
General Manager

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Donald Barton
General Manager

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility serves Buccaneer Mobile Estates consisting of approximately 919 customers.

In 1982, the utility became jurisdictional and original rates and rate base were established. At the same time, contributions in aid of construction (CIAC) fell within Commission guidelines; therefore, no charges were authorized. The Florida Public Service Commission reviewed the CIAC position once again in Docket No. 850650-WU and found that the system would be 69% contributed at design capacity with no change in its current policy. Order No. 16354 in this docket authorized the utility to collect \$55.00 for installation of a 5/8" x 3/4" meter. Other meter sizes shall be at cost. The service line has already been installed by the utility. No other charges have been approved for the utility.

Donald Barton
General Manager

WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>	
Apartments	250 gpd	[1]
Bars and Cocktail Lounges	5 gpcd	[2]
Boarding Schools (Students and Staff)	75 gpcd	
Bowling Alleys (toilet wastes only, per lane).....	100 gpd	
Country Clubs, per member	25 gpcd	
Day Schools (Students and Staff)	10 gpcd	
Drive-in Theaters (per car space)	5 gpd	
Factories, with showers	30 gpcd	
Factories, no showers	10 gpd/100 sq. ft.	
Hospitals, with laundry	250 gpd/bed	
Hospitals, no laundry	200 gpd/bed	
Hotels and Motels	200 gpd/room and uni-	
Laundromat	225 gpd/washing machine	
Mobile Home Parks	300 gpd/trailer	
Movie Theaters, Auditoriums, Churches (per seat)..	3 gpcd	
Nursing Homes	150 gpd/100 sq. ft.	
Office Buildings	10 gpd/100 sq. ft.	
Public Institutions (other than those listed herein)	75 gpcd	
Restaurants (per seat)	50 gpcd	
Single Family Residential	350 gpd	
Townhouse Residence	250 gpd	
Stadiums, Frontons, Ball Parks, etc. (per seat)...	3 gpd	
Stores, without kitchen wastes	5 gpd/100 sq. ft.	
Speculative Buildings	10gpd/100 sq. ft.	
Warehouses	30 gpd plus 10gpd/ 1,000 sq. ft.	

[1] gpd - gallons per day
 [2] gpcd - gallons per capita per day

Donald Barton
 General Manager

Attachment D



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

366-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

DEANZA PROPERTIES (BUCCANEER WATER SERVICE)

Whose principal address is

221 NORTH TAMiami TRAIL

NORTH FT. MYERS, FLORIDA 33903 (LEE)

to provide water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

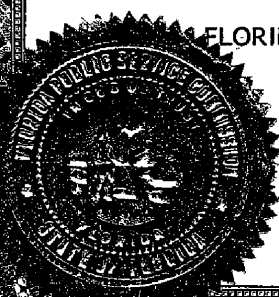
ORDER 11263 DATED 10/25/82 DOCKET 820120-W

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



Steve J. ...
Commission Clerk

Executive Director

PRINTED IN U.S.A.

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Attachment E

**NOTICE OF UTILITY NAME CHANGE FROM MHC-DEANZA
FINANCING LIMITED PARTNERSHIP (D/B/A BUCCANEER WATER SERVICE) TO
BE UTILITY SYSTEMS, L.L.C. (D/B/A BUCCANEER WATER SERVICE)**

Notice is hereby given that on _____, 2001, the Florida Public Service Commission approved the name change of MHC-DeAnza Financing Limited Partnership (d/b/a Buccaneer Water Service) to BE Utility Systems L.L.C. (d/b/a Buccaneer Water Service). The name change occurred as a result of corporate reorganization, and will have no effect on the management of or service provided by Buccaneer Water Service.