

March 27, 2004

040276-WU  
ORIGINAL

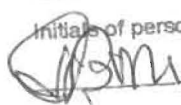
Kristee Mollerup  
Brendenwood Water System, Inc.  
3153 Penwa Ct.  
Longwood, FL 32779  
(407) 333-0182  
(407) 435-5773

RECEIVED-PPSC  
MAR 30 AM 10:39

COMMISSION  
CLERK

Stephanie Clapp  
Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Check received with filing and forwarded  
to Fiscal for deposit. Fiscal to forward  
deposit information to Records.

Initials of person who forwarded check:  


DISTRIBUTION CENTER  
04 MAR 30 AM 9 22

Dear Stephanie:

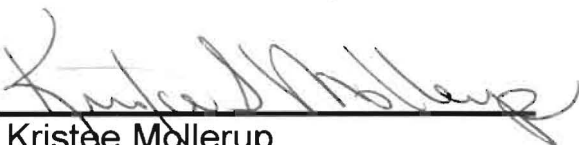
Enclosed are our forms for the Transfer of Majority Organizational Control of Brendenwood Water System, Inc. Thank you for previously reviewing our draft.

We have enclosed the following documents:

- Check for \$750 for filing fee.
- Application with Exhibits I, II, III, IV, V, Va.
- Exhibit VI - Brendenwood Water System, Inc. 12/4/03 Shareholder Meeting Minutes documenting directors and officers.
- Exhibit VII - Brendenwood Water System, Inc. Articles of Incorporation documenting there are only 100 shares authorized to be outstanding - held by Deborah J. Miller (Copy of stock certificate - Exhibit III). The 100 shares were signed over to Deborah J. Miller at no cost.
- Exhibit VIII - Warranty Deed showing Brendenwood Water System, Inc. owns land.
- Original Certificate #339W.
- Original and 2 copies of Tariff.

I will forward the affidavits for Part III upon completion of all correspondence. Per our discussion, I have e-mailed the Tariff word file to you. Please note, the legal description is missing the degree (°) signs. They will need to be added manually (unless you can add them).

I can be reached at the telephone numbers shown above or at e-mail address nmollerup@msn.com. Thank you.



Kristee Mollerup  
Bookkeeper, Brendenwood Water System

DOCUMENT NUMBER-DATE

04061 MAR 30 8

FPSC-COMMISSION CLERK

**Information Package to Comply with Rule 25-30.037(3), Florida Administrative Code  
FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL  
(Pursuant to Section 367.071, Florida Statutes)**

**TO: Director, Division of the Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for the transfer of the majority organizational control of Brendenwood Water System, Inc., utility operating under Water Certificate No. 339W and/or Wastewater Certificate No. -- located in Lake County, Florida, and submits the following information:

**PART I APPLICANT INFORMATION**

A) The full name (as it appears on the certificate), address and telephone number of the seller:

BRENDENWOOD WATER SYSTEM, INC. (PAUL E. DAY)  
Name of utility  
(407) 333-0182 ( ) N/A  
Phone No. Fax No.  
3153 Penwa Ct.  
Office street address  
Longwood Florida 32779  
City State Zip Code  
N/A  
Mailing address if different from street address  
N/A  
Internet address if applicable

B) The name, address and telephone number of the person to contact concerning this application:

Kristee Mollerup (407) 333-0182  
Name Phone No.  
3153 Penwa Ct.  
Street address  
Longwood Florida 32779  
City State Zip Code

C) The full name (as it appears on the certificate), address and telephone number of the buyer:

BRENDEWOOD WATER SYSTEM, INC. (Deborah J. Miller)  
Name of utility  
(407) 333-0182 ( ) N/A  
Phone No. Fax No.  
3153 Penwa Ct.  
Office street address  
Longwood Florida 32779  
City State Zip Code  
N/A  
Mailing address if different from street address  
N/A  
Internet address if applicable

D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

Deborah J. Miller  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART II      FINANCIAL AND TECHNICAL INFORMATION**

A) Exhibit I & II - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

None

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C) Exhibit III - A copy of the purchase agreement.

D) Exhibit N/A - A statement of how the buyer is financing the purchase.

E) Exhibit None - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

F) Exhibit IV - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

If the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

**PART III      NOTICE OF ACTUAL APPLICATION**

A) Exhibit V - Notice      Va Newspaper Notice  
An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county; or counties in which the system or the territory proposed to be served is located;

- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit \_\_\_\_\_ - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit \_\_\_\_\_ - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART IV      FILING FEE**

Indicate the filing fee enclosed with the application:

\$ 750.00 (for water)                      \$ \_\_\_\_\_ (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**

## BUYER'S STATEMENT DETAILING TRANSFER

To appropriately explain this transfer, it is necessary to detail what has transpired in the past one to two years. Paul E. Day has been the sole owner of Brendenwood Water System, Inc., since 1988 (and after incorporation). It was incorporated in September 2002, with him having 100% ownership. In 2002 his health began to fail, which in turn made it necessary for family members to assist him in various capacities. I had worked for my father for about ten years while he was developing Brendenwood Subdivision. One of my responsibilities was to maintain the water system. Due to my experience with running the system, I began in early 2002 helping with the plant, and eventually took over that responsibility. My sister, Kristee Mollerup, has handled the reporting and bookkeeping of Brendenwood Water for several years. When we realized our father would no longer be able to ever manage the system, we began contacting companies which might be interested in purchasing the water system.

Communication regarding the sale of Brendenwood Water began August 2003. Several companies (Florida Rural Water Association, Utility Technicians, Florida Public Service Commission, Tom Felton) were contacted in November 2003 to assist in determining specific companies for us to contact which might be interested in the purchase. We identified ten companies which might be interested and contacted them. We provided them with information about the Utility. No interest was expressed. We did not state a purchase price. The customers (homeowners) of the Utility were contacted in October 2003. We sent a letter advising them of our intent to sell the Utility and asked if they, as a homeowners association, would be interested in purchasing the Utility. No one responded. An advertisement for the sale was put on the website of Florida Rural Water Association in November 2003. There have been 2 - 3 responses from the website; however, no interest. One of the 10 companies contacted was the City of Eustis. Exhibit II is an analysis they requested PGMG (Public Resources Management Group, Inc.) to prepare relative to the potential purchase of Brendenwood Water by the City of Eustis. As you can see, they stated that the Utility has no net value to the City. They might consider a very minimal payment for the Utility; however, made the stipulation that the St. Johns River Water Management District Consumptive Use Permit would have to be completed and approved before they would consider it further. The Consumptive Use Permit for the Utility is due November 4, 2004.

My father has been in a nursing home since Summer, 2003. We applied for Medicaid effective January 4, 2004. As of March 3, 2004, he has been denied coverage due to ownership of the water system - assets value exceeds program eligibility limits. We were advised by an attorney that by March 11, 2004 we must bring the cash accounts in Brendenwood Water down to close to \$0 as well as transfer the system out of my father's name. We therefore have transferred Brendenwood stock to my name. Exhibit III is a copy of the stock certificate. We brought the cash value of the system down by paying the bill for replacing the pump motor and piping (which went bad in early February).

The transfer of Brendenwood Water to me is in the best interest of the public. Mr. Day had no funds and was not able to manage the system. One option would have been to abandon the system - thus allowing my father to qualify for Medicaid. I have worked with the system and customers for many years and am committed to its continuance. The system will continue to be managed as it has been in the past. The change should be transparent to everyone. I will continue to have the plant operator, Dwight Dodd, and the maintenance/repair company, Utility Technicians. There are no payroll liabilities or debt. The major 3 year drinking water monitoring tests were completed June 2003 and all results were satisfactory. We have completed our 2003 Public Service Annual Report. We have commercial General Liability insurance paid through October 2004. We are in the process of completing the SJRWMD Consumptive Use Permit.

I will fulfill the commitments, obligations and representations with regard to all utility matters.

  
Deborah J. Miller  
Deborah J. Miller


**Public Resources Management Group, Inc.**
*Utility, Rate, Financial and Management Consultants*

January 19, 2004

Mr. Jim R. Myers, Jr. CMC, CGFM  
 Finance Director/City Clerk  
 City of Eustis  
 P.O. Drawer 68  
 10 N. Grove Street  
 Eustis, FL 32727-0068



**Subject: Brendenwood Water System Acquisition**

Dear Mr. Myers:

At your request, Public Resources Management Group, Inc. ("PRMG") has reviewed certain data provided by the City of Eustis (the "City") relative to the potential purchase by the City of Brendenwood Water System, Inc. (Brendenwood). Specifically, PRMG has reviewed Brendenwood's 2002 Annual Report and the most current rate tariff filed with the Florida Public Service Commission. This review consists of a "desktop" financial analysis and does not address the physical condition of the Brendenwood system, potential capital deficiencies that must be corrected (e.g. replacement of water mains), or other engineering or operational considerations such as the cost of interconnecting Brendenwood customers with the City's distribution system.

Based on Brendenwood's 2002 annual report, the utility plant in service is reported at \$8,615 with a net utility plant value of \$4,950. The utility assets include mostly pumping and water treatment equipment. For the twelve months ended December 31, 2002 the Brendenwood system reported a net loss of \$3,718. Excluding regulatory fees and taxes, the net loss was \$2,621.

Brendenwood provides potable water to 56 customers as of December 31, 2002. All but 7 of the 56 customers are reported as having 3/4-inch meters. Brendenwood's existing rate tariff includes a monthly base charge of \$15.13 per month. Under the City's rate effective January 1, 2004, the outside-city monthly availability charge for 3/4-inch meter customers would decrease to \$9.15 per thousand gallons if the City were to acquire this system. However, the usage charge per thousand gallons for the first 8,000 gallons would increase from \$1.43 under the Brendenwood rates to \$1.91 under the City's rates. The City's outside-city rates are higher than Brendenwood's rates at other usage levels also.

Based on average usage statistics, it appears that revenues would likely be slightly higher under the City's rates compared with Brendenwood's rates. During 2002 the Brendenwood system reported revenue from rates of \$22,290. It is unclear how much the increase in revenue would be under City rates, since the distribution of monthly bills at various usage levels is not known. Based on the 2002 annual report, the average usage per customer was approximately 15,000 gallons per month. Under the City's outside-city rates, the average bill at 15,000 gallons would



Mr. Jim R. Myers, Jr. CMC, CGFM  
City of Eustis  
January 19, 2004  
Page 2

increase approximately 3.9% from \$39.63 to \$41.16. The monthly bill for higher usage levels would increase more than the average bill increase since the City's usage charges are higher than Brendenwood's existing charges. Under the City's rates, bills at 10,000 gallons or less would be lower than bills under Brendenwood's rates for residential customers with 3/4-inch meters.

Based on the information provided to us, the value of the Brendenwood system to the City could be approximated by the net utility plant value of \$4,950. However, this estimated value does not consider the cost of interconnection to the City's system, the cost of correcting any plant deficiencies, or any other upfront costs that the City would incur by acquiring the Brendenwood system. The City's upfront costs, if quantified, would likely exceed the plant value and result in no net value of the utility to the City, even considering that the City may experience some operational cost savings under City ownership.

Other forms of estimating the value of a utility system include the replacement cost new less depreciation (RCNLD) method and the net present value method. The RCNLD method basically provides an engineering opinion of the replacement cost of existing utility assets, after adjusting for asset depreciation. The net present value method considers the future stream of net income over a certain period of time (e.g. 10 to 30 year period). The net present value method is a financial approach that indicates the current expected value of the future net income stream. Again, any alternative value of the Brendenwood system derived from either the RCNLD or net present value approach would likely be outweighed by upfront costs that the City would incur from acquiring the system. In summary, based on the information we have been provided to date, the Brendenwood system does not have any substantial value under City ownership.

We appreciate this opportunity to continue serving the City of Eustis. Please do not hesitate to contact me if you have any further questions or comments.

Very truly yours,

**Public Resources Management Group, Inc.**



Anthony Hairston  
Senior Consultant

NUMBER 3

SHARES 100

**BRENDENWOOD WATER SYSTEM, INC.**

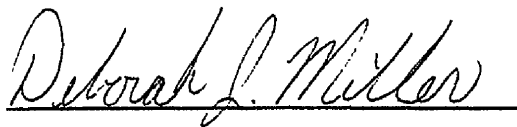
AUTHORIZED SHARES 100

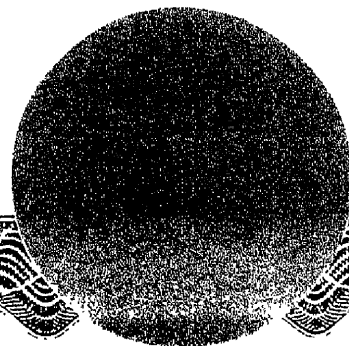
PAR VALUE \$1.00

*This is to Certify that* Deborah J. Miller *is the owner of*  
One Hundred *fully paid and*

*non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. Corporation organized under the laws of the State of Florida. WITNESS, the seal of the Corporation and the signatures of its duly authorized officers.*

*Dated* March 1, 2004

  
Deborah J. Miller, President



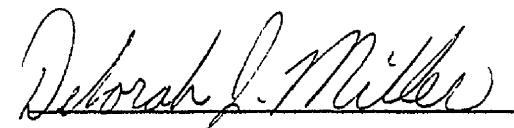
  
Deborah J. Miller, Secretary

Exhibit IV

STATEMENT OF SATISFACTORY CONDITION  
BRENDENWOOD WATER SYSTEM, INC.

AS OF MARCH 1, 2004 BRENDENWOOD WATER  
SYSTEM, INC. IS IN SATISFACTORY CONDITION  
AND IN COMPLIANCE WITH ALL APPLICABLE  
STANDARDS SET BY THE DEP.

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DEBORAH J. MILLER

**NOTICE OF APPLICATION FOR A TRANSFER OF  
MAJORITY ORGANIZATIONAL CONTROL**

EXHIBIT V

Notice is hereby given on March 25, 2004, pursuant to Section 367.071, Florida Statutes, of the application for transfer of majority organizational control of Brendenwood Water System, Inc., which is the holder of Certificate No. 339 - W in Lake County. The majority organizational control of Brendenwood Water System, Inc. is being transferred from Paul E. Day to Deborah J. Miller. The application does not request a change in rates or charges. The following described territories are affected by the application:

Order No. 10184

Township 18 South, Range 26 East  
In Section 32

The North 660 feet of the East 924 feet of  
the Northwest 1/4 of the Southeast 1/4.

Order No. 22398

(Jeremy Estates and the Grand Island Post Office)

Township 18 South, Range 26 East  
In Section 32

Jeremy Estates

From the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 18 South, Range 26 East, Lake County, Florida. Run N 00 35' 29" W along the East Line of said Northwest 1/4 of the Southeast 1/4 a distance of 369.20 feet; thence S 89 58' 23" W, 25.00 feet to a point on the Westerly right-of-way line of Fish Camp Road and the POINT OF BEGINNING of this description: from said POINT OF BEGINNING run S 89 58' 23" W 508.92 feet; thence N 00 37' 31" W, 297.73 feet; thence N 89 53' 07" E 509.09 feet to a point on the Westerly right-of-way line of Fish Camp Road; thence S 00 35' 29" E along said Westerly right -of-way line, 298.51 feet to the POINT OF BEGINNING.

Grand Island Post Office

The East 275 feet of the Southwest 1/4 of the Northeast 1/4 all lying South of Highway No. 44 and West of Fish Camp Road.

Any objections to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, FL 32399-0850, no later than thirty (30) days after the last date that the notice was mailed or published, whichever is later. At the same time, a copy of said objection should be mailed to Kristee Mollerup, 3153 Penwa Ct., Longwood, FL 32779, bookkeeper for Brendenwood Water System, Inc. The objection must state the grounds for the objection with particularity.

**NOTICE OF APPLICATION FOR A TRANSFER OF  
MAJORITY ORGANIZATIONAL CONTROL**

ATTACHMENT Va

**(Newspaper)  
LEGAL NOTICE**

Notice is hereby given on March 31, 2004, pursuant to Section 367.071, Florida Statutes, of the application for transfer of majority organizational control of Brendenwood Water System, Inc., which is the holder of Certificate No. 339-W in Lake County. The majority organizational control of Brendenwood Water System, Inc. is being transferred from Paul E. Day to Deborah J. Miller. The application does not request a change in rates of charges. The following described territories are affected.

**Brendenwood Subdivision:** In Section 32, Township 18 South, Range 26 East. The North 660 feet of the East 924 feet of the the Northwest 1/4 of the Southeast 1/4.

**Jeremy Estates:** In Section 32, Township 18 South, Range 26 East The South 660 feet of the East 924 feet of the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 18 South, Range 26 East in Lake County, Florida LESS the West 396 feet and LESS the South 369.2 feet thereof.

**Grand Island Post Office:** In Section 32, Township 18 South, Range 26 East. The East 275 feet of the Southwest 1/4 of the Northeast 1/4 all lying South of Hwy #44 and West of Fish Camp Rd.

Any objections to the said application must be made in writing and filed with the Director, Division of the Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, FL 32399-0850, no later than thirty (30) days from this date. At the same time, a copy of said objection should be mailed to Kristee Mollerup, 3153 Penwa Ct., Longwood, FL 32779. The objection must state the grounds for the objection with particularity.

WRITTEN CONSENT IN LIEU OF ANNUAL MEETING  
SHAREHOLDERS/DIRECTORS  
(COMBINED MEETING)  
BRENDENWOOD WATER SYSTEMS, INC.

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The undersigned, being all of the Shareholders and Directors of the above named Corporation entitled to vote, hereby take the following action(s) by written consent in lieu of an Annual Meeting of the Board of Directors and Shareholders:

The minutes of the preceding meeting of the Board of Directors and Shareholders are on file in the corporate book. There being no additions or changes, the minutes of the preceding meeting were adopted.

There were no committee reports.

RESOLVED, the following person is hereby elected to serve as director of the Corporation until her successors are duly elected and qualified:

Deborah J. Miller

FURTHER RESOLVED, that the following individuals are hereby elected, in their respective capacities indicated, to serve as officers of the Corporation, and to hold office in such capacities until their successors are duly elected and qualified:

President/Secretary/Treasurer:      Deborah J. Miller

FURTHER RESOLVED, that the compensation paid to the directors and to the corporate officers for the services rendered on behalf of the Corporation is hereby ratified, confirmed and accepted. Further, until the next annual meeting of the Board of Directors and Shareholders, the Board of Directors shall have the authority to set the compensation of the directors and of the corporate officers.

FURTHER RESOLVED, that those actions taken by the officers of the Corporation in good faith and in a manner reasonably believed to both lawful and in, or not opposed to, the

FILED STATE  
SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
02 SEP -4 AM 11:14

ARTICLES OF INCORPORATION  
OF  
BRENDENWOOD WATER SYSTEM, INC.

The undersigned incorporator to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation for profit pursuant to the Florida General Corporation Act, as particularly set forth in Chapter 607 of the Florida Statutes.

ARTICLE I - NAME

The name of the corporation is **BRENDENWOOD WATER SYSTEM, INC.**

ARTICLE II - NATURE OF BUSINESS

EFFECTIVE DATE  
9-1-02

This corporation is organized for the purpose of operating a water system utility company for Brendenwood Subdivision, Lake County, Florida, and transacting any or all lawful business, including but not limited to:

(a) To acquire by purchase, lease or otherwise, lands and interest in lands, and to own, hold, improve, develop and manage any real estate so acquired, and to erect, or cause to be erected, on any lands owned, held or occupied by the corporation, buildings or other structures, public or private, with their appurtenances and to manage, operate, lease, rent, rebuild, enlarge, alter or improve any buildings or other structures, now or hereafter erected on any lands so owned, held or occupied and to encumber or dispose of any lands or interests in lands and any buildings or other structures, at any time owned or held by the corporation. To buy, sell, mortgage, exchange, lease, hold for investment or otherwise, use and operate real estate of all kinds, improved or unimproved, and any right or interest therein.

(b) To acquire by purchase, lease, manufacture, or otherwise, any personal property deemed necessary or useful in the equipment, furnishing or improvement, development or management of any property, real or personal, at any time owned, held or occupies by the corporation, and to invest, trade or deal in any personal property deemed beneficial to the corporation and to lease, rent, encumber or dispose of any personal property at any time owned or held by the corporation.

(c) To contract debts and borrow money, issue and sell or pledge bonds, debentures, notes or other evidences of indebtedness and to execute such mortgages, transfers or corporate property, or other instruments to secure the payment of corporate indebtedness as required.

(d) To purchase the corporate assets of any other corporation and engage in the same or

other character of business.

(e) To guarantee, endorse, purchase, hold, sell, transfer, mortgage, pledge or otherwise acquire or dispose of the shares of the capital stock, or any bonds, securities, or other evidences of indebtedness created by another corporation of the State of Florida or any other state or government and while owner of such stock, to exercise all the rights, powers and privileges of ownership, including the right to vote such stock.

(f) To enter into, make, perform and carry out contracts and agreements of every kind for any lawful purpose, without limit as to amount, with any person, firm, association or corporation; and to transact any further and other business necessarily connected with the purposes of this corporation or calculated to facilitate the same.

(g) To carry on any or all of its operations and businesses and to promote its objects within the State of Florida or elsewhere, without restriction as to place or amount; and to have, use, exercise and enjoy all of the general powers of like corporations.

(h) To engage in any and all lawful businesses, trades, occupations and professions.

(i) To do any or all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world as principals, agents, contractors or otherwise, alone, or in company with others and to do and perform all other things and acts as may be necessary, profitable or expedient in carrying on any of the business or acts named above.

The intention is that none of the objects and powers as hereinabove set forth, except where otherwise specified in this Article, shall be in any wise limited or restricted by reference to or inference from the terms of any other objects, powers or clauses of this Article or any other Articles; but that the objects and powers specified in each of the clauses in this article shall be regarded as independent objects and powers.

### ARTICLE III - CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any time is One Hundred (100) shares of common stock, each having the par value of \$1.00.

ONLY 100 SHARES - OWNED BY DEBORAH J. MILLER

Authorized capital stock may be paid for in cash, services or property, at a just value to be fixed by the Board of Directors of this corporation at any regular or special meeting.

### ARTICLE IV - TERM OF EXISTENCE

This corporation shall have perpetual existence.



Return to:  
William F. Poole, IV  
The Solutions Group  
195 Wekiva Springs Road  
Suite204  
Longwood, Florida 32779  
(407)772-4888

This Instrument Prepared by:  
William F. Poole, IV  
The Solutions Group  
195 Wekiva Springs Road  
Suite204  
Longwood, Florida 32779  
(407)772-4888

Property Appraisers Parcel Identification No.:  
32-18-26-0050-00A-0000  
Grantee's Social Security No.: 315-16-3222

CFN 2002108118  
Bk 02188 Pgs 0034 - 35; (2pgs)  
DATE: 10/10/2002 09:03:22 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 9.00  
TRUST FUND 1.50  
DEED DOC 0.70

EXHIBIT VIII

Space above this line for processing data

Space above this line for recording data

This Warranty Deed Made and executed this 13 day of September, 2002, Paul E. Day, a single man, hereinafter called the grantor to Brendenwood Water System, Inc., a Florida corporation, whose post office address is P. O. Box 467, Grand Island, Florida 32735 hereinafter called the grantee.

(Wherever used herein, the term "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor for and in consideration of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presence does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Lake County, Florida, viz:

Tract "A", BRENDENWOOD, a subdivision in Lake County, Florida, according to the Plat thereof recorded in Plat book 25, page 21, Public Records of Lake County, Florida.

The Grantor does not reside on the above described land and does not constitute Grantor's homestead.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land and will

defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

*Leandra Williams*  
Name: Leandra Williams  
Address: 28832 Sandy Lane Tavares FL 32778  
*Tamika T. Rolfe*  
Name: Tamika T. Rolfe  
Address: 12015 Bay Hill Dr. Grand Island, Fl. 32735

*Paul E. Day*  
PAUL E. DAY

STATE OF FLORIDA  
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Paul E. Day,, to me *mjc* known to be the person described in and who executed the foregoing instrument or presented the following identification \_\_\_\_\_ and he acknowledged before me that he executed the same.

*Michael J. Cox*  
Notary Public - State of Florida  
at Large  
My Commission Expires:

OFFICIAL NOTARY SEAL  
MICHAEL J COX  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. DD003827  
MY COMMISSION EXP. MAR. 19, 2005

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

339 - W

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

BRENDENWOOD WATER SYSTEM, INC.

Whose principal address is:

P.O. Box 350294  
Grand Island, Florida 32735-0294 (Lake County)

to provide water service in accordance with the provision 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	10184	DOCKET	810079-W
ORDER	22398	DOCKET	891122-WU
ORDER	22425	DOCKET	891121-WU
ORDER	PSC-03-0118-FOF-WU	DOCKET	020996-WU
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

*Blanca S. Bay*  
Commission Clerk and Administrative Services Director

WATER TARIFF

BRENDENWOOD WATER SYSTEM, INC.  
NAME OF COMPANY

13711 Devenshire Court (physical)  
Grand Island, FL 32735

3153 Penwa Court (mailing)  
Longwood, FL 32779

(ADDRESS OF COMPANY)

(407)333-0182  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

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Index of	
Rates and Charges Schedules.....	16.0
Rules and Regulations .....	6.0
Service Availability Policy .....	N/A
Standard Forms.....	22.0
Technical Terms and Abbreviations.....	5.0
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Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Brendenwood Subdivision		
Lake	Jeremy Estates		
Lake	Post Office		

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF (Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Order No. 10184

In Section 32, Township 18 South, Range 26 East

Original Territory

The North 660 feet of the east 924 feet of the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 18 South, Range 26 East, Lake County, Florida. Also described as: Begin at the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 18 South, Range 26 East, Lake County, Florida, run thence S 89° 53' 07" W along the North line of the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 18 South, Range 26 East a distance of 924.00 feet, then S 0° 36' 29" E parallel to the East line of said Northwest 1/4 of the Southeast 1/4 of Section 32 a distance of 660.00 feet, thence N 89° 53' 07" E parallel to the aforesaid North line of the Northwest 1/4 of the Southeast 1/4 of Section 32 a distance of 924.00 feet, thence N 0 36' 29" W 660.00 feet to the Point of Beginning.

Order No. 22398

In Section 32, Township 18 South, Range 26 East

Jeremy Estates

From the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 32, Township 18 South, Range 26 East, Lake County, Florida. Run N 00° 35' 29" W along the East Line of said Northwest 1/4 of the Southeast 1/4 a distance of 369.20 feet: thence S 89° 58' 23" W, 25.00 feet to a point on the Westerly right-of-way line of Fish Camp Road and the Point of Beginning of this Description: From said Point of Beginning, run S 89° 58' 23" W, 508.92 feet: thence N 00° 37' 31" W, 297.73 feet: thence N 89° 53' 07" E, 509.40 feet to a point on the Westerly right-of-way line of Fish Camp Road; thence S 00° 35' 29" E along said Westerly right -of-way line, 298.51 feet to the Point of Beginning.

Grand Island Post Office

The East 275 feet of the Southwest 1/4 of the Northeast 1/4 all lying South of Highway No. 44 and West of Fish Camp Road.

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 339-W

COUNTY - Lake

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
10184	08/05/81	810079-W	Original certificate
22398	01/10/90	891122-WU	Amendment
22425	01/17/90	891121-WU	Transfer
PSC-03-0118-FOF-WU	01/21/03	020996-WU	Name Change

(Continued to Sheet No. 3.1)

Deborah J. Miller  
Issuing Officer

President  
Title



NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is Brendenwood.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- 10.0 "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.
- 11.0 "SERVICE" - 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)

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - 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 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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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
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Filing of Contracts .....	10.0	25.0
General Information .....	7.0	1.0
Inspection of Customer's Installation .....	9.0	13.0
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Meter Accuracy Requirements.....	10.0	24.0
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(Continued to Sheet No. 6.1)

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Policy Dispute .....	7.0	2.0
Protection of Company's Property .....	8.0	12.0
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Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - 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 POLICY DISPUTE - 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 APPLICATION - 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 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - 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 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - 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 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.

(Continued on Sheet No. 8.0)

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 CONTINUITY OF SERVICE - 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 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. 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 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 charge resulting from a violation of this Rule.

12.0 PROTECTION OF COMPANY'S PROPERTY - 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)

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

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.

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.

14.0 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 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 RIGHT-OF-WAY OR EASEMENTS - 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 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.

17.0 TERMINATION OF SERVICE - 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)

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - 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 UNAUTHORIZED CONNECTIONS - WATER - 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 METERS - 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 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.
- 22.0 ADJUSTMENT OF BILLS - 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 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 by the Company should conform to the provisions of 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 within 30 days of execution.

Deborah J. Miller  
Issuing Officer

President  
Title



NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS.....	17.0
Late Payment Charge.....	19.0
Meter Test Deposit .....	18.2
Miscellaneous Service Charges .....	18.3
Residential Service, RS .....	18.0
Service Availability Fees and Charges .....	20.0

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

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 if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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"	<u>N/A</u>	<u>N/A</u>
1"	<u>"</u>	<u>"</u>
1 1/2"	<u>"</u>	<u>"</u>
Over 2"	<u>"</u>	<u>"</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's account during the month of \_\_\_\_\_ each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE - 1/30/03

TYPE OF FILING – Name Change

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

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.

<u>RATE -</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$10.09
	3/4"	\$15.13
	1"	\$25.22
	1 1/2"	\$50.43
	2"	\$80.70
	3"	\$161.38
	4"	\$252.17
	6"	\$504.33
	Gallage Charge per 1,000 gallons	\$1.69

MINIMUM CHARGE Base Facility Charge  
TERMS OF PAYMENT 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 -  
TYPE OF FILING - 2003 Price Index

Deborah J. Miller  
 Issuing Officer

President  
 Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

LATE PAYMENT CHARGE

A \$3.00 late fee charge will be added to all monies not paid/received by the due date.

EFFECTIVE DATE -

3/10/98

Approved by Order No. PSC-98-0172-FOF-WU

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

METER TEST DEPOSIT

METER BENCH TEST REQUEST - 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.

<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 - 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 -

TYPE OF FILING - SARC

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

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 may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - 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.

VIOLATION RECONNECTION - 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.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - 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.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

EFFECTIVE DATE -TYPE OF FILING - SARC

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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 -

Meter Size

Base Facility Charge

5/8" x 3/4"

\$10.09

3/4"

\$15.13

1"

\$10.09\*

1"

\$25.22

1 1/2"

\$50.43

2"

\$80.70

3"

\$161.38

4"

\$252.17

6"

\$504.33

Gallonage Charge per 1000 gallons

0-10,000 gallons

\$1.43

over 10,000 gallons

\$2.04

MINIMUM CHARGE

Base Facility Charge

TERMS OF PAYMENT

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.

\*This rate should be charged to existing residential customers having a 1" meter until the 1" meter is replaced, then the appropriate rate should be charged based on meter size.

EFFECTIVE DATE -

TYPE OF FILING -

2003 Price Index

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDEWOOD WATER SYSTEM, INC.  
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$ <sup>1</sup>	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$	
1" metered service .....	\$	
1 1/2" metered service .....	\$	
2" metered service .....	\$	
Over 2" metered service .....	\$ <sup>1</sup>	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		N/A
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 .....	\$ <sup>1</sup>	
<u>Inspection Fee</u> .....	\$ <sup>1</sup>	
<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" .....	\$	
1" .....	\$	
1 1/2" .....	\$	
2" .....	\$	
Over 2" .....	\$ <sup>1</sup>	
<u>Plan Review Charge</u> .....	\$ <sup>1</sup>	
<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 .....	\$	

<sup>1</sup>Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -  
TYPE OF FILING -

Deborah J. Miller  
 Issuing Officer

President  
 Title



NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

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Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY Brandenwood Water System, Inc.

WATER TARIFF

APPLICATION FOR WATER SERVICE

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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.

<u>RATE -</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	_____ Applicable
	1"	_____ Rate At Time
	1"	_____ Of Application

Gallonge Charge per 1,000 gallons	
0-10,000 gallons	_____ Applicable
over 10,000 gallons	_____ Rate At Time
	_____ Of Application

MINIMUM CHARGE 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) working days, written notice is mailed to the customer separate and apart from any other bill; service may then be discontinued.

\*This rate should be charged to existing residential customers having a 1" meter until the 1" meter is replaced, then the appropriate rate should be charged based on meter size.

- A \$3.00 late fee charge will be added to all monies not paid/received by the due date.

Deborah J. Miller  
**ISSUING OFFICER**

President  
**TITLE**

NAME OF COMPANY BRENDENWOOD WATER SYSTEM

WATER TARIFF

**APPLICATION FOR WATER SERVICE**

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Date Service Should Begin: \_\_\_\_\_

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.
4. Bills for water service will be rendered – Monthly - 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 service is supplied by the Company, the Company may require (oral, written) notice within 5 days prior to the date the Customer desires to terminate service.

Signature

Date

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDEWOOD WATER SYSTEM, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

SEND **BRENDEWOOD WATER SYSTEM, INC.**  
 ADDRESS **P.O. BOX 350467**  
 TO **GRAND ISLAND, FL 32735-0396**  
**(382) 357-9488**

\*\*\*\*\*

ACCOUNT NO.	SERVICE FROM	SERVICE TO
#13	7/26/2002	8/24/2002

PREVIOUS READING	PRESENT READING	GALLONS USED
3,858,000	3,865,000	7,000

Late Charge \$0.00  
 Base Charge \$0.89  
 Gallonage Charge (per 1000 gallons)  
 0-10,000 gallons \$0.00  
 Over 10,000 gallons \$0.00

Without Usage  
**TOTAL CURRENT CHARGES \$19.89**

PREVIOUS BALANCE	CURRENT CHARGES	DUE DATE
	\$19.89	9/19/2002

AMOUNT DUE **\$19.89**

**Paul H. Day**  
**PO Box 350467**  
**Grand Island, FL**  
**32735-0467**

PLEASE RETURN THE BILL WITH PAYMENT

DUE DATE	ACCOUNT NO
9/19/2002	#13

AMOUNT DUE **\$19.89**

Deborah J. Miller  
 Issuing Officer

President  
 Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

CONTRACTS AND AGREEMENTS

N/A

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

SCHEDULE OF METER INSTALLATION FEES

N/A

Deborah J. Miller  
Issuing Officer

President  
Title



NAME OF COMPANY

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Deborah J. Miller  
Issuing Officer

President  
Title

NAME OF COMPANY BRENDENWOOD WATER SYSTEM, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility does not have a service availability policy and there are no service availability fees and charges.

Deborah J. Miller  
Issuing Officer

President  
Title