

2335 Sanders Road
 Northbrook, Illinois 60062-6196
 Telephone 847 498-6440
 Facsimile 847 498-2066

December 30, 1998

Ms. Blanco S. Bayo, Director
 Division of Records and Reporting
 Florida Public Service Commission
 2540 Shumard Oak Blvd.
 Tallahassee, FL 32399-0850

RE: Docket No. 981403-WS
 Application for Transfer of Certificate Nos. 469-W and 358-S from Bayside Utilities, Inc. to Bayside Utility Services, Inc. in Bay County Florida.

Dear Ms. Bayo:

This letter is in response to the application deficiencies outlined in Mr. Williams' letter dated November 24, 1998.

1. Copy of Contract

A copy of the Purchase Agreement was attached to the application as Exhibit B. The exhibits to the Purchase Agreement are attached hereto as Exhibit B(1).

2. Statement of Commitment

Subject to the disclosure required under Article I of the Purchase Agreement between Bayside Utility Services, Inc. and Utilities, Inc., Bayside Utility Services, Inc. will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

3. Corporate Officers

ACK	_____	The officers of Bayside Utility Services, Inc. are as follows:
AFA	_____	
APP	_____	James L. Camaren CEO
CAF	_____	Lawrence N. Schumacher President
CMU	_____	Andrew N. Dopuch Vice President
		Carl J. Wenz Vice President, Regulatory Matters

CTR _____ The directors of Bayside Utility Services, Inc. are as follows:

EAG _____ James L. Camaren
 LEG 1 _____ Lawrence N. Schumacher

4. Tariffs

RCH _____ Attached as *Revised* Exhibit C are Sample Tariffs that comply with Rule 25-30.037(s), F.A.C.

SEC 1
 WAS Brady
 OTH _____

98 DEC 31 AM 9 53
 RECEIVED
 DIVISION OF RECORDS AND REPORTING
 TALLAHASSEE, FLORIDA

DOCUMENT NUMBER-DATE
14715 DEC 31 98
 FPSC-RECORDS/REPORTING

Bayo
December 30, 1998
page 2

If you have any questions, please contact me directly.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carl J. Wenz".

Carl J. Wenz
Vice President, Regulatory Matters

cc: Mr. Ben Girtman (w/o tariffs)
Ms. Dorothy Burton (w/o tariffs)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 981403-WS

Application by Bayside Utility Services, Inc. for Approval to Transfer the Water and Sewer Utility Assets and Certificates No. 469-W and 358-S from Bayside Utilities, Inc. in Bay County

EXHIBIT B (1)

Exhibits 1, 2, 3 and 4 to Water and Sewer System Asset Purchase Agreement

BAYSIDE UTILITIES, INC. ASSET PURCHASE AGREEMENT

BAY COUNTY, FLORIDA

October 7, 1998

EXHIBIT 2

Detailed List of Facilities to be Acquired by Purchaser

See Attached System Detail from 1996 PSC Annual Report

(1) 1979 Ford Truck

(1) Electric Eel Sewer Rodder w/Trailer

Misc. Parts & Pipe

BAYSIDE UTILITIES, INC. ASSET PURCHASE AGREEMENT

BAY COUNTY, FLORIDA

October 7, 1998

EXHIBIT 1

Property Served

TOWNSHIP 3 SOUTH - RANGE 15 WEST

SECTION 28

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 28, AND RUN EAST 33 FEET TO THE EAST R/W LINE OF WILDWOOD ROAD FOR THE P.O.B., THENCE SOUTH ALONG SAID R/W LINE 621 FEET TO THE INTERSECTION OF A CENTER LINE OF A CANAL EXTENDED A DISTANCE OF 2710 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTHEASTERLY SHORE LINE OF A CANAL AND LAGOON, THENCE RUN SOUTHEASTERLY, NORTHEASTERLY ALONG THE SHORE LINE AND/OR BULKHEAD LINE OF SAID CANAL AND LAGOON TO WHERE IT INTERSECTS THE MEAN HIGH WATER LINE OF WEST BAY, THENCE RUN NORTHEASTERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 900 FEET MORE OR LESS TO INTERSECTION WITH THE NORTH BOUNDARY LINE OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 28, THENCE RUN WEST ALONG SAID LINE 5029.31 FEET TO THE POINT OF BEGINNING.

SYSTEM NAME: Bayside Utilities, Inc.
Bayside Mobile Home Park

YEAR OF REPORT
 DECEMBER 31, 1996

PUMPING AND PURCHASED WATER STATISTICS

(a)	(b) Water Purchased For Resale (Omit 000's)	(c) Finished Water From Wells (Omit 000's)	(d) Recorded Accounted For Loss Through Line Flushing Etc. (Omit 000's)	(e) Total Water Pumped And Purchased (Omit 000's) [(b)+(c)-(d)]	(f) Water Sold To Customers (Omit 000's)
January	1098	0	297	801	801
February	1504		297	1207	1207
March	1113		297	816	816
April	1314		140	1174	1174
May	994		296	698	698
June	878		296	582	582
July	1027		296	731	731
August	1393		296	1097	1097
September	1321		296	1025	1025
October	1326		260	1066	1066
November	916		296	620	620
December	820		296	524	524
Total for Year	13704	0	3363	10341	10341

If water is purchased for resale, indicate the following:

Vendor City of Panama City Beach
 Point of delivery Wildwood Road

If water is sold to other water utilities for redistribution, list names of such utilities below:

N/A

MAINS (FEET)

Kind of Pipe (PVC, Cast Iron, Coated Steel, etc.)	Diameter of Pipe	First of Year	Added	Removed or Abandoned	End of Year
Cast Iron	8"	4825	0	0	4825
PVC	6"	3530			3530
PVC	4"	8840			8840
PVC	2"	4470			4470
PVC	1"	4700			4700
PVC	3/4"	8760			8760

CITY NAME: Bayside Utilities, Inc.

YEAR OF REPORT
DECEMBER 31, 1996

PUMPING EQUIPMENT

Lift Station Number	<u>Tiki</u>	<u>Middle</u>	<u>Eastern</u>	<u>Tiki</u>		
Make or Type and nameplate data on pump	<u>ABS-2</u> <u>STE-100</u> <u>2-model</u>	<u>ABS</u> <u>STE-200</u>	<u>ABS</u> <u>STE-15W</u>	<u>2 Myers</u>		
Year installed	<u>1992</u>	<u>1992</u>	<u>1992</u>	<u>1994</u>		
Rated capacity						
Size	<u>1 HP</u>	<u>2 HP</u>	<u>1 1/2 HP</u>	<u>2 HP</u>		
Power:						
Electric						
Mechanical	<u>208/230</u>	<u>208/230</u>	<u>208/230</u>	<u>208/230</u>		
Nameplate data of motor	<u>3 Phase</u>	<u>3 Phase</u>	<u>1 Phase</u>	<u>3 Phase</u>		

SERVICE CONNECTIONS

Size (inches)	<u>4"</u>					
Type (PVC, VCP, etc.)	<u>PVC</u>					
Average length	<u>30'</u>					
Number of active service connections						
Beginning of year	<u>307</u>					
Added during year	<u>0</u>					
Retired during year	<u>0</u>					
End of year	<u>307</u>					
Give full particulars concerning inactive connections	<u>N/A</u>					

COLLECTING AND FORCE MAINS

	Collecting Mains				Force Mains			
	<u>4"</u>	<u>10"</u>	<u>4"</u>		<u>10"</u>	<u>4"</u>		
Size (inches)					<u>PVC</u>	<u>PVC</u>		
Type of main								
Length of main (nearest foot)	<u>17250</u>	<u>5000</u>	<u>1430</u>		<u>3670</u>	<u>2640</u>		
Beginning of year	<u>17250</u>	<u>5000</u>	<u>1430</u>		<u>3670</u>	<u>2640</u>		
Added during year	<u>0</u>	<u>0</u>	<u>0</u>		<u>0</u>	<u>0</u>		
Retired during year	<u>0</u>	<u>0</u>	<u>0</u>		<u>0</u>	<u>0</u>		
End of year	<u>17250</u>	<u>5000</u>	<u>1430</u>		<u>3670</u>	<u>2640</u>		

MANHOLES

Size (inches)	<u>0'-6"</u>			
Type of Manhole				
Number of Manholes:				
Beginning of year	<u>15</u>			
Added during year	<u>0</u>			
Retired during year	<u>0</u>			
End of Year	<u>15</u>			

BAYSIDE UTILITIES, INC. ASSET PURCHASE AGREEMENT

BAY COUNTY, FLORIDA

October 7, 1998

EXHIBIT 3

Engineering Plans and Specs

TO BE PROVIDED AT CLOSING

BAYSIDE UTILITIES, INC. ASSET PURCHASE AGREEMENT

BAY COUNTY, FLORIDA

October 7, 1998

EXHIBIT 4(a)

All pending or threatened action at law, suits in equity or administrative proceedings related to the facilities

NONE

BAYSIDE UTILITIES, INC. ASSET PURCHASE AGREEMENT

BAY COUNTY, FLORIDA

October 7, 1998

EXHIBIT 4(b)

All contracts or obligations of any nature between Seller and any other party, including all developer agreements relating to the Property

See attached letter agreement between Bayside Utilities, Inc. and the City of Panama City Beach



PANAMA CITY BEACH

Home of the World's Most Beautiful Beach

October 12, 1987

Bayside Utilities, Inc.
Panama City Beach,
Florida 32407

Dear Sir:

It is agreed by the parties, i.e., the City of Panama City Beach and Bayside Utilities, Inc., that Bayside Utilities, Inc., will pay to the City of Panama City Beach a connection fee of one hundred ninety-six thousand five hundred sixty dollars (\$196,560), at which time Bayside Utilities, Inc., will tie in their sewer collection system to the City of Panama City Beach collection system.

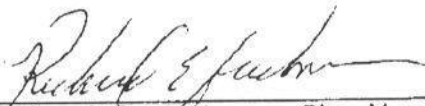
Once tied in, inspected, approved and accepted by the proper person of the City, Bayside will begin pumping their raw sewage to the City. At this point, Bayside will shut down their sewage treatment package plant. The City will begin billing monthly to Bayside based on the following:

- 1) For each connection on water \$ 5.00
- For each connection on sewer \$ 5.00
- 2) The \$5.00 fee on water and sewer includes
 - 3,000 gal. of water usage at no charge and
 - 3,000 gal. of sewer at no charge.

It is agreed that the City will read the utilities master water and sewer meter, monthly, and bill as per the \$5.00 per connection.

It is also agreed that gallonage usage over and above the minimum allowed in the \$5.00 will be additionally billed at \$.69 per one thousand gallons of water and \$.50 per one thousand gallons of sewage flow.

CITY OF PANAMA CITY BEACH


Richard E. Jackson, City Manager

10-12-87
Date

BAYSIDE UTILITIES, INC. ASSET PURCHASE AGREEMENT

BAY COUNTY, FLORIDA

October 7, 1998

EXHIBIT 4(c)

All real estate in the Property owned Seller to be transferred

NONE

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 981403-WS

Application by Bayside Utility Services, Inc. for Approval to Transfer the Sewer
Utility Assets and Certificate No. 495-S from Bayside Utilities, Inc. in Charlotte
County

Revised EXHIBIT C

SAMPLE TARIFFS

WATER TARIFF

BAYSIDE UTILITY SERVICES, INC.

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

BAYSIDE UTILITY SERVICES, INC.
NAME OF COMPANY

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS, FLORIDA

32407
(ADDRESS OF COMPANY)

(407) 869-1919
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

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Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 469-W

COUNTY - Bay

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
16414	860084-WU	July 24,1986	Original Certification
17194	860084-WU	Feb.16, 1987	Reconsideration
18966	870940-WS	March 8,1988	Name Change
	981403-WS		Certificate Transfer

(Continued to Sheet No.3.1)

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No.3.0)

DESCRIPTION OF TERRITORY SERVED

TOWNSHIP 3 SOUTH - RANGE 15 WEST

SECTION 28

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 28, AND RUN EAST 33 FEET TO THE EAST R/W LINE OF WILDWOOD ROAD FOR THE P.O.B., THENCE SOUTH ALONG SAID R/W LINE 621 FEET TO THE INTERSECTION OF A CENTER LINE OF A CANAL EXTENDED A DISTANCE OF 2710 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTHEASTERLY SHORE LINE OF A CANAL AND LAGOON, THENCE RUN SOUTHEASTERLY, NORTHEASTERLY ALONG THE SHORE LINE AND/OR BULKHEAD LINE OF SAID CANAL AND LAGOON TO WHERE IT INTERSECTS THE MEAN HIGH WATER LINE OF WEST BAY, THENCE RUN NORTHEASTERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 900 FEET MORE OR LESS TO INTERSECTION WITH THE NORTH BOUNDARY LINE OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 28, THENCE RUN WEST ALONG SAID LINE 5029.31 FEET TO THE POINT OF BEGINNING.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY.

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Bay	Bayside Mobile Home Park	General Service Residential	16.0 17.0

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

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 consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - BAYSIDE UTILITY SERVICES, INC.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "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.
- 8.0 "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 consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.1)

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No.5.0)

- 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.
- 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 forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "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.

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

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(Continued to Sheet No.6.1)

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No.6.0)

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Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

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 of 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, apply without modifications 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 REQUIRED - 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 is 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.

- 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

(Continued to Sheet No.8.0)

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No.7.0)

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

Water service furnished to the customer shall be rendered directly to the customer through the 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.

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,

(Continued to Sheet No. (9.0))

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No.8.0)

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 in full 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 govern mental 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; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

- 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

(Continued to Sheet No.10.0)

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

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.

- 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 - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property; reading the meter; or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

- 14.0 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.

- 15.0 BILLING PERIODS - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall

(Continued to Sheet No.11.0)

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY WATER TARIFF

(Continued from Sheet No.10.0)

BAYSIDE UTILITIES, INC.

become due when rendered and be considered as received by the customer when delivered or mailed to the water service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment. Water service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Water service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

There shall be no liability of any kind against the Company for the discontinuance of water service to a 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.

- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.

(Continued to Sheet No.12.0)

Lawrence N. Schumacher
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PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No.11.0)

19.0 CHANGE OF OCCUPANCY - When a 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 water service 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 customer's, 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.

20.0 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.

21.0 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.

22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service

(Continued to Sheet No.13.0)

Lawrence N. Schumacher
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NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No.12.0)

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.

- 23.0 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.
- 24.0 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.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring 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.
- 26.0 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.

(Continued to Sheet No.14.0)

Lawrence N. Schumacher
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TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No.13.0)

HELD FOR FUTURE USE

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	20.0 - 20.1
Fire Protection Service.....	19.0
General Service, GS	16.0
Meter Test Deposit	21.0
Miscellaneous Service Charges.....	22.0
Multi-Residential Service, MS.....	18.0
Residential Service, RS.....	17.0
Service Availability Fees and Charges.....	23.0

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 15.1

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

HELD FOR FUTURE USE

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, 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"	\$ 11.98
	3/4"	\$ 17.96
	1"	\$ 29.94
	1-1/2"	\$ 59.88
	2"	\$ 95.80
	3"	\$ 191.61
	4"	\$ 299.39
	6"	\$ 598.77
	Gallage Charge per 1,000 gallons	\$ 1.90

MINIMUM BILL - 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.

EFFECTIVE DATE - October 21, 1998

TYPE OF FILING - Staff Assisted Rate Case

Lawrence N. Schumacher
ISSUING OFFICER

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TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

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

<u>RATE</u> -	<u>METER SIZE</u>	<u>BASE FACILITY CHARGE</u>
	5/8" x 3/4"	\$ 11.98
	3/4"	\$ 17.96
	1"	\$ 29.94
	Gallage Charge per 1,000 gallons	\$ 1.90

MINIMUM BILL - 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.

EFFECTIVE DATE - October 21, 1998

Lawrence N. Schumacher
ISSUING OFFICER

TYPE OF FILING - Staff Assisted Rate Case

PRESIDENT
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

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 customers 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 -

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

EFFECTIVE DATE - October 21, 1998

Lawrence N. Schumacher
ISSUING OFFICER

TYPE OF FILING - Staff Assisted Rate Case

PRESIDENT
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY - N/A

APPLICABILITY -

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

BILLING PERIOD -

RATE - Public Fire Protection - per hydrant

N/A

Private Fire Protection -

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE - October 21, 1998

TYPE OF FILING - Staff Assisted Rate Case

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TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

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 a 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"	\$ 40.00	<u>2 x Avg bill</u>
1"	<u>2 x Avg bill</u>	<u>2 x Avg bill</u>
1 1/2"	<u>2 x Avg bill</u>	<u>2 x Avg bill</u>
Over 2"	<u>2 x Avg bill</u>	<u>2 x Avg bill</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. The company shall provide the customer with reasonable written notice of not less than 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 monthly billing periods for the 12-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.20.1)

EFFECTIVE DATE - October 21, 1998

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PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

(Continued from Sheet No.20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 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 customers account during the month of December 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 not, in the preceding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for 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 23 months and shall pay interest on the non-residential customer's deposit at the rate of 7% per annum upon the retainment of such deposit.

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

EFFECTIVE DATE - October 21, 1998

TYPE OF FILING - Staff Assisted Rate Case

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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

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 - October 21,1998

TYPE OF FILING - Staff Assisted Rate Case

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TITLE

NAME OF COMPANY
WATER TARIFF

BAYSIDE UTILITY SERVICES, INC.

HELD FOR FUTURE USE

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

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

EFFECTIVE DATE - October 21, 1998

TYPE OF FILING - Staff Assisted Rate Case

Lawrence N. Schumacher
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TITLE

NAME OF COMPANY
WATER TARIFFBAYSIDE UTILITY SERVICES, INC.SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL POLICY SHEET NO./RULE NO.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$ N/A	
1"		
1 1/2"		
2"		
Over 2"		
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$ N/A	
1" metered service		
1 1/2" metered service		
2" metered service		
Over 2" metered service		
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD)	\$ N/A	
All others-per gallon/month		
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD)	\$ N/A	
All others-per gallon/month		
<u>Inspection Fee</u>		
<u>Main Extension Charge</u>		
Residential-per ERC (___ GPD)	\$ N/A	
All others-per gallon		
or		
Residential-per lot (___ foot frontage)	\$ N/A	
All others-per front foot		
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$ N/A	
1"		
1 1/2"		
2"		
Over 2"		
<u>Plan Review Charge</u>		
<u>Plant Capacity Charge</u>		
Residential-per ERC (___ GPD)	\$ N/A	
All others-per gallon		
<u>System Capacity Charge</u>		
Residential-per ERC (___ GPD)	\$ N/A	
All others-per gallon		

EFFECTIVE DATE - October 21, 1998Lawrence N. Schumacher
ISSUING OFFICERTYPE OF FILING - Staff Assisted Rate CasePRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

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APPLICATION FOR WATER SERVICE	26.0
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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	25.0
HELD FOR FUTURE USE	29.0

Lawrence N. Schumacher
ISSUING OFFICER

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TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NIA

Lawrence N. Schumacher
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PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO. 28.0

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

ORIGINAL SHEET NO.29.0

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

HELD FOR FUTURE USE

Lawrence N. Schumacher
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PRESIDENT
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.
WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Table of Daily Flows	32.0

Lawrence N. Schumacher
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PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

N/A

Lawrence N. Schumacher
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PRESIDENT
TITLE

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

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 unit
Laundromat	225 gpd/washing machine
Mobile Home Parks	300 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat)	3 gpd
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	10 gpd/100 sq ft
Warehouses	30 gpd plus 10 gpd/ 1000 sq ft

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

Lawrence N. Schumacher
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TITLE

WASTEWATER TARIFF

BAYSIDE UTILITY SERVICES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Lawrence N. Schumacher
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER TARIFF

BAYSIDE UTILITY SERVICES, INC.
NAME OF COMPANY

200 WEATHERSFIELD AVENUE

ALTAMONTE SPRINGS, FL 32407

(ADDRESS OF COMPANY)

(407) 869-1919

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Lawrence N. Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

Table of Contents

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Lawrence N. Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY
WASTEWATER TARIFF

BAYSIDE UTILITY SERVICES, INC.

TERRITORY SERVED

CERTIFICATE NUMBER - 358-S

COUNTY - BAY

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
12760	Dec. 9, 1983	820021 -S (a p)	Original Certificate
15205	Oct. 8, 1985	8401 97-SU	Reconsideration
18966	Mar. 8, 1988	870940-WS	Name Change
		981403-WS	Certificate Transfer

(Continued to Sheet No.3.1)

Lawrence N. Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY
WASTEWATER TARIFF

BAYSIDE UTILITIES. INC.

(Continued from Sheet No.3.0)

DESCRIPTION OF TERRITORY SERVED

TOWNSHIP 3 SOUTH - RANGE 15 WEST

SECTION 28

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 28, AND RUN EAST 33 FEET TO THE EAST R/W LINE OF WILDWOOD ROAD FOR THE P.O.B., THENCE SOUTH ALONG SAID R/W LINE 621 FEET TO THE INTERSECTION OF A CENTER LINE OF A CANAL EXTENDED A DISTANCE OF 2710 FEET MORE OR LESS TO THE INTERSECTION OF THE NORTHEASTERLY SHORE LINE OF A CANAL AND LAGOON, THENCE RUN SOUTHEASTERLY, NORTHEASTERLY ALONG THE SHORE LINE AND/OR BULKHEAD LINE OF SAID CANAL AND LAGOON TO WHERE IT INTERSECTS THE MEAN HIGH WATER LINE OF WEST BAY, THENCE RUN NORTHEASTERLY ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 900 FEET MORE OR LESS TO INTERSECTION WITH THE NORTH BOUNDARY LINE OF THE SW 1/4 OF NW 1/4 OF SAID SECTION 28, THENCE RUN WEST ALONG SAID LINE 5029.31 FEET TO THE POINT OF BEGINNING.

Lawrence N. Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY
WASTEWATER TARIFF

BAYSIDE UTILITY SERVICES, INC.

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Bay	Bayside Mobile Home Park	General Service Residential	17.0 18.0

Lawrence N. Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY WASTEWATER TARIFF

BAYSIDE UTILITY SERVICES, INC.

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 wastewater 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 consumers or customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - BAYSIDE UTILITY SERVICES, INC.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with wastewater service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of such wastewater service.
- 8.0 "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 Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying wastewater service through individual services or through other mains.

(Continued to Sheet No.5.1)

Lawrence N. Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY
WASTEWATER TARIFF

BAYSIDE UTILITY SERVICES, INC.

(Continued from Sheet No.5.0)

- 10.0 "POINT OF COLLECTION" - For wastewater systems, "Point of Collection" shall mean the point at which the Company's piping, fittings, and valves connect with the customer's piping, fittings, and valves.
- 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 wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of collection which includes all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "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.

Lawrence N. Schumacher
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President
TITLE

NAME OF COMPANY
WASTEWATER TARIFF

BAYSIDE UTILITY SERVICES, INC.

INDEX OF RULES AND REGULATIONS

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BAYSIDE UTILITY SERVICES, INC.

(Continued from Sheet No.6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.
WASTEWATER 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 of 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, apply without modifications or change to each and every customer to whom the Company renders wastewater 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 wastewater 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 REQUIRED - Wastewater 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 wastewater 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 wastewater service is to be rendered.

- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties. When wastewater service is

(Continued to Sheet No.8.0)

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WASTEWATER TARIFF

(Continued from Sheet No.7.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such wastewater 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 wastewater service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue wastewater 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 wastewater 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 - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

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 wastewater service to the adjacent property 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 wastewater 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 wastewater 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.

(Continued to Sheet No. (9.0))

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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

(Continued from Sheet No.8.0)

8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater 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 wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

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 wastewater 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

(Continued to Sheet No.10.0)

Lawrence N. Schumacher
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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

Ordinances, the Company cannot render wastewater 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 wastewater 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 - The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the customer for the purpose of installing, maintaining, inspecting, or removing the Company's property or for performance under or termination of the Company's agreement with the customer and under such performance shall not be liable for trespass.

- 14.0 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 wastewater service.

- 15.0 BILLING PERIODS - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule and shall become due when rendered and be considered as received by the customer when delivered or mailed to the service address or some other place mutually agreed upon. Non-receipt of bills by the customer shall not release or diminish the obligation of the customer with respect to payment thereof.

(Continued to Sheet No.11.0)

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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

(Continued from Sheet No.10.0)

- 16.0 DELINQUENT BILLS - Bills are due when rendered. However, the Company shall not consider the customer delinquent in paying any bill until the twenty-first (21) day after the Company has mailed or presented the bill to the customer for payment Wastewater service may then be discontinued only after the Company has mailed or presented within five (5) working days a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code. Wastewater service shall be restored only after the Company has received payment for all past-due bills and reconnect charges from the customer.

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

Partial payment of a bill for wastewater 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 wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water 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 wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a wastewater or water public utility shall not be incorporated into the rate for wastewater or water service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater 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

(Continued to Sheet No.12.0)

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WASTEWATER TARIFF

(Continued from Sheet No.11.0)

outgoing customer shall be held responsible for all wastewater service rendered on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater 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 wastewater service 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 wastewater 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.

- 20.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Connections to the Company's wastewater system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's wastewater service shall be subject to immediate discontinuance without notice. Wastewater service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all wastewater service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of a water meter, or other similar reasons, the amount may be credited or billed to the customer in accordance with Rule 25-30.350 and 25-30.340, Florida Administrative Code.

(Continued to Sheet No.13.0)

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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

(Continued from Sheet No.12.0)

- 22.0 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.
- 23.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

(Continued to Sheet No.14.0)

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WASTEWATER TARIFF

(Continued from Sheet No.13.0)

HELD FOR FUTURE USE

(Continued to Sheet No.15.0)

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NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

(Continued from Sheet No.14.0)

HELD FOR FUTURE USE

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NAME OF COMPANY BAYSIDE UTILITIES. INC.

WASTEWATER TARIFF

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Multi-Residential Service, MS	19.0
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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.
WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater 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"	\$ 15.43
	1"	\$ 23.14
	1-1/2"	\$ 38.57
	2"	\$ 77.14
	3"	\$ 123.43
	4"	\$ 246.85
	6"	\$ 385.71
		\$ 771.42
	Gallonage Charge per 1,000 gallons (No Maximum)	\$ 4.56

MINIMUM BILL - 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.

EFFECTIVE DATE - October 21, 1998

Lawrence N. Schumacher
ISSUING OFFICER

TYPE OF FILING - Staff Assisted Rate Case

President
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF
RESIDENTIAL SERVICE
RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater 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> All Meter Sizes	<u>BASE FACILITY CHARGE</u> \$15.43
	Gallage Charge per 1,000 gallons (6,000 gallon maximum per month)	\$ 3.80

MINIMUM BILL - 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.

EFFECTIVE DATE - October 21,1998

Lawrence N. Schumacher
ISSUING OFFICER

TYPE OF FILING - Staff Assisted Rate Case

President
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.
WASTEWATER TARIFF

HELD FOR FUTURE USE

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ISSUING OFFICER

President
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF
 MULTI-RESIDENTIAL SERVICE
 RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all master-metered residential customers 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 -

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

EFFECTIVE DATE - October 21,1998

TYPE OF FILING - Staff Assisted Rate Case

Lawrence N. Schumacher
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President
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater 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 a 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"	<u>\$ 55.00</u>	<u>2 x Avg. Bill</u>
1"	<u>2 x Avg. Bill</u>	<u>2 x Avg. Bill</u>
1 1/2"	<u>2 x Avg. Bill</u>	<u>2 x Avg. Bill</u>
Over 2"	<u>2 x Avg. Bill</u>	<u>2 x Avg. Bill</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. The company shall provide the customer with reasonable written notice of not less than 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 wastewater service for two monthly billing periods for the 12-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.20.1)

EFFECTIVE DATE - October 21,1998

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TYPE OF FILING - Staff Assisted Rate Case

President
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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

(Continued from Sheet No.20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 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 customers account during the month of December 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 not in the preceding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for 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 23 months and shall pay interest on the non-residential customer's deposit at the rate of 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 23 months.

EFFECTIVE DATE - October 21,1998

TYPE OF FILING - Staff Assisted Rate Case

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WASTEWATER TARIFF MISCELLANEOUS SERVICE CHARGE

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company requires multiple actions.

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 Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost [1]</u>
Premises Visit (in lieu of disconnection)	\$ <u>10.00</u>

[1] Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE October 21,1998

TYPE OF FILING - Staff Assisted Rate Case

Lawrence N. Schumacher
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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.
 WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO SERVICE
 AVAIL. POLICY
SHEET NO./RULE

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Customer Connection (Tai.-in) Charge</u>	
5/8" x 3/4" metered service	\$ N/A
1" metered service	\$ N/A
1 1/2" metered service	\$ N/A
2" metered service	\$ N/A
Over 2" metered service	N/A
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/month (___)GPD	\$ N/A
All others-per gallon/month	\$ N/A
Without Prepayment of Service Availability Charges:	
Residential-per ERC/month (___)GPD	\$ N/A
All others-per gallon/month	\$ N/A
Inspection Fee	N/A
<u>Main Extension Charge</u>	
Residential-per ERC (___GPD)	\$ 300.00
All others-per gallon	\$ Actual Cost [1]
or	
Residential-per lot (-foot frontage)	\$ N/A
All others-per front foot	\$ N/A
Plan Review Charge	N/A
<u>Plant Capacity Charge</u>	
Residential-per ERC (___GPD)	\$ N/A
All others-per gallon	\$ N/A
<u>System Capacity Charge</u>	
Residential-per ERC (___GPD)	\$ N/A
All others-per gallon	\$ N/A

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

EFFECTIVE DATE - October 21,1998

Lawrence N. Schumacher
 ISSUING OFFICER

TYPE OF FILING - Staff Assisted Rate Case

President
 TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.
WASTEWATER TARIFF

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President
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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NIA

Lawrence N. Schumacher
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TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

Lawrence N. Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

Lawrence N. Schumacher
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET NO.27.0

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

Lawrence N. Schumacher
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President
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ORIGINAL SHEET NO.28.0

NAME OF COMPANY

BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

HELD FOR FUTURE USE

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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

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President
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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

A Main Extension Charge of \$300 (previously Plant Capacity Charge) is applicable. Main Extension Charge means a charge made by the utility for the purpose of covering all or part of the utility's capital costs in extending its off-site water or wastewater facilities to provide service to specified property. The charge is determined on the "hydraulic share" basis or other acceptable method reasonably related to the cost of providing the service.

EFFECTIVE DATE - October 21,1998

TYPE OF FILING - Staff Assisted Rate Case

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NAME OF COMPANY BAYSIDE UTILITY SERVICES, INC.

WASTEWATER TARIFF

TABLE OF DAILY FLOWS

Types of Building Usages

Estimated Daily Flows [3]

Apartments	gpd [1]
Bars and Cocktail Lounges	gpcd [2]
Boarding Schools (Students and Staff)	gpcd
Bowling Alleys (toilet wastes only, per lane)	gpd
Country Clubs, per member	gpcd
Day Schools (Students and Staff)	gpcd
Drive-in Theaters (per car space)	gpd
Factories, with showers	gpcd
Factories, no showers	gpd/100 sq ft
Hospitals, with laundry	gpd/bed
Hospitals, no laundry	gpd/bed
Hotels and Motels	gpd/room and unit
Laundromat	gpd/washing machine
Mobile Home Parks	gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat)	gpd
Nursing Homes	gpd/100 sq ft
Office Buildings	gpd/100 sq ft
Public Institutions (other than those listed herein)	gpcd
Restaurants (per seat)	gpcd
Single Family Residential	gpd
Townhouse Residence	gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	gpd
Stores, without kitchen wastes	gpd/100 sq ft
Speculative Buildings	gpd/100 sq ft
Warehouses	gpd plus gpd/1000 sq ft

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

[3] If historical data is unavailable, a rough estimate for the daily flow of residential wastewater can be calculated by taking 80% of the corresponding water usage. However, it is recommended that historical data of actual wastewater flow be used. A similar estimate for the daily flow of commercial wastewater can be calculated by taking 100% of the corresponding commercial water usage.

Lawrence N. Schumacher
ISSUING OFFICER

President
TITLE