

020996-WU

**Information Package to Comply with Rule 25-30.039, Florida Administrative Code,  
NAME CHANGE**

(Pursuant to Section 367.121, Florida Statutes)

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

The undersigned hereby makes application for a name change on Water Certificate No. 339-W  
and/or Wastewater Certificate No.      for facilities 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 applicant:

Brendenwood Water System

Name of utility

(352) 357-9466

Phone No.

(407) 333-0182

Fax No.

13600 Berkshire Court

Office street address

Grand Island,

Florida

32735

City

State

Zip Code

PO Box 350294, Grand Island, FL 32735-0294

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

Name

(407) 333-0182

Phone No.

3153 Penwa Court

Street address

Longwood,

Florida

32779

City

State

Zip Code

DOCUMENT NUMBER 10042

10042 SEP 19 2002

FPSC-COMMISSION CLERK

C) Indicate the organizational character of the certificated utility: (circle one)

Corporation Partnership Sole Proprietorship

Other \_\_\_\_\_  
(Specify)

D) The proposed change in name:

Brendenwood Water Systems, Inc. EIN 11-3652137

E) Indicate the organizational character of the utility under the new name: (circle one)

Corporation Partnership Sole Proprietorship

Other \_\_\_\_\_  
(Specify)

F) Exhibit A - A statement setting out the reason for the name change.

G) The effective date of the name change: 9/1/2002

H) Exhibit N/A - In the case of a corporation, limited partnership, or any other type of entity that is chartered by the State of Florida or any other state, a copy of the certificate or other document issued by the state showing its acceptance of the entity's new name.

I) Exhibit N/A - In the case of a corporation, limited partnership, or any other type of entity that is chartered by the State of Florida or any other state, a statement from an officer that the ownership and control of the utility and its assets will not change under the proposed name.

J) Exhibit B - In the case of a sole proprietorship, or any other entity not chartered by the State of Florida or any other state, a statement, signed by a duly authorized representative that the ownership and control of the utility and its assets will not change under the proposed name.

- K) Exhibit   C   - A proposed notice to be sent to the customers of the utility informing them of the change in utility name. After the Commission staff approves the customer notice, the utility shall send the approved customer notice to all existing customers with the next regular billing, advising them of the name change.
  
- L) Exhibit   D   - An original and two copies of the utility's water and/or wastewater tariff(s), including all standard forms, resubmitted under the proposed name change. **Sample tariffs are enclosed with the application package.**
  
- M) Exhibit        - The applicant's current water and/or wastewater certificate(s).  
Can Not Locate  
Per conversation with Patty Daniel,  
send application without certificate

**PART II AFFIDAVIT**

I Paul E. Day (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: *Paul E. Day*  
Applicant's Signature

Paul E. Day  
Applicant's Name (Typed)

Owner / President  
Applicant's Title \*

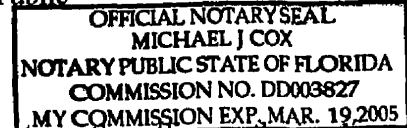
Subscribed and sworn to before me this 13 day in the month of SEPT

in the year of 2002 by PAUL E DAY who is personally known to me

me or produced identification \_\_\_\_\_

Michael J Cox  
Notary Public's Signature

Print, Type or Stamp Commissioned Name of Notary Public




\* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

## EXHIBIT A

### Statement Setting Out Reason for Name Change

From: Brendenwood Water System  
To: Brendenwood Water Systems, Inc.

Brendenwood Water System is currently organized as a Sole-Proprietorship with Paul E. Day being the owner. The organizational character of the utility is being changed to an S-Corporation, named Brendenwood Water Systems, Inc. (with 100% of the stock owned by Paul E. Day); thereby requiring a name change with Public Service Commission.

  
\_\_\_\_\_  
Paul E. Day, Owner


## EXHIBIT B

### Statement of Utility Ownership and Control

From: Brendenwood Water System

To: Brendenwood Water Systems, Inc.

The ownership and control of this utility and its assets will not change under the proposed name change. The organizational character of the utility is being changed from a Sole-proprietorship owned by Paul E. Day to an S-Corporation with 100% of its stock owned by Paul E. Day.

  
\_\_\_\_\_  
Paul E. Day, Owner

## **EXHIBIT C**

### **NOTICE TO CUSTOMERS**

Pursuant to Section 367.121 Florida Statutes, Rule 25-30.039 Florida Administrative Code, certified water utilities that have a name change (with no change in ownership or control of the utility) are required to obtain Florida Public Service Commission approval.

On September 16, 2002 BRENDENWOOD WATER SYSTEM filed its application for Name Change with Florida Public Service Commission. The name will change from Brendenwood Water System to Brendenwood Water Systems, Inc.. The filing is subject to review by the Commission Staff. This change will be effective \_\_\_\_\_.

If you should have any questions, please contact your local utility office.

**EXHIBIT D**

**SEE ATTACHED TARIFF**



WATER TARIFF

BRENDENWOOD WATER SYSTEMS, INC.

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

SECOND REVISED SHEET NO. 1.0  
CANCELS FIRST REVISED SHEET NO. 1.0

WATER TARIFF

BRENDENWOOD WATER SYSTEMS, INC.  
NAME OF COMPANY

13600 Berkshire Court (physical)  
P. O. Box 350294 (mailing)

Grand Island, FL 32735-0294

(ADDRESS OF COMPANY)

(352) 357-9466  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, INC.

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing .....	4.0
Description of Territory Served .....	3.1
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
Territory Authority.....	3.0

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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

(Continued to Sheet No. 3.1)

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, INC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

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.

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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		

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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)

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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.

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE



NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, INC.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

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

(Continued to Sheet No. 6.1)

Paul E. Day  
 ISSUING OFFICER

Owner  
 TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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
Refusal or Discontinuance of Service .....	7.0	5.0
Right-of-way or Easements .....	9.0	15.0
Termination of Service .....	9.0	17.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Water .....	10.0	19.0

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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)

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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)

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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)

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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.

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits.....	18.1
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

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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 -

TYPE OF FILING -

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE



NAME OF COMPANY Brendenwood Water System

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"	\$9.89
	3/4"	\$14.84
	1"	\$24.73
	1 1/2"	\$49.45
	2"	\$79.13
	3"	\$158.25
	4"	\$247.27
	6"	\$494.54

Gallonge Charge per 1,000 gallons	\$1.66
--------------------------------------	--------

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 - SARC

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

SECOND REVISED SHEET NO. 17.0  
CANCELS FIRST REVISED SHEET NO 17.0

NAME OF COMPANY Brendenwood Water System

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

Gallonage 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 - November 26, 2002

TYPE OF FILING - 2002 Price Index

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

FIRST REVISED SHEET NO. 19.0  
CANCELS ORIGINAL SHEET NO. 19.0

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDEWOOD WATER SYSTEMS, 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

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY Brendenwood Water System

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"	\$9.89
	3/4"	\$14.84
	1"	\$9.89 *
	1"	\$24.73
	1 1/2"	\$49.45
	2"	\$79.13
	3"	\$158.25
	4"	\$247.27
	6"	\$494.54

Gallonage Charge	
per 1,000 gallons	
0-10,000 gallons	\$1.40
over 10,000 gallons	\$2.00

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 - SARC

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY Brendenwood Water System

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"	\$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

<u>Gallonage Charge</u>	
per 1,000 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 - November 26, 2002

TYPE OF FILING - 2002 Price Index

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, 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 .....	\$	
<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 -

Paul E. Day  
 ISSUING OFFICER

Owner  
 TITLE



SECOND REVISED SHEET NO. 22.0  
CANCELS FIRST REVISED SHEET NO. 22.0

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, INC.

WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR METER INSTALLATION.....	25.0
APPLICATION FOR WATER SERVICE.....	24.0
COPY OF CUSTOMER'S BILL.....	26.0
CONTRACTS AND AGREEMENTS.....	27.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	23.0

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

FIRST REVISED SHEET NO. 25.0  
CANCELS ORIGINAL SHEET NO. 25.0

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY Brendenwood Water System

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.

RATE -

Meter Size

Base Facility Charge

5/8" x 3/4"

1"

1"

\_\_\_\_\_  
Applicable  
\* \_\_\_\_\_  
Rate At Time  
\_\_\_\_\_  
Of Application

Gallonage Charge  
per 1,000 gallons

0-10,000 gallons  
over 10,000 gallons

\_\_\_\_\_  
Applicable  
\_\_\_\_\_  
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.

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

SEND **BRENDENWOOD WATER SYSTEMS, INC.**  
 PAYMENTS **P.O. BOX 350294**  
 TO **GRAND ISLAND, FL 32735-0294**  
 (352) 357-9466

\*\*\*\*\*

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 \$9.89  
 Gallonage Charge (per 1000 gallons)  
 0-10,000 gallons \$9.80  
 Over 10,000 gallons \$0.00  
 Wellhouse Usage

TOTAL CURRENT CHARGES \$19.69

PREVIOUS BALANCE	CURRENT CHARGES	DUE DATE
	\$19.69	9/19/2002

AMOUNT DUE **\$19.69**

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

PLEASE RETURN THIS STUB WITH PAYMENT

DUE DATE	ACCOUNT NO.
9/19/2002	#13

AMOUNT DUE **\$19.69**

Paul E. Day  
 ISSUING OFFICER

Owner  
 TITLE

FIRST REVISED SHEET NO. 27.0  
CANCELS ORIGINAL SHEET NO. 27.0

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, INC.

WATER TARIFF

CONTRACTS AND AGREEMENTS

NONE

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE

FIRST REVISED SHEET NO. 23.0  
CANCELS ORIGINAL SHEET NO. 23.0

NAME OF COMPANY BRENDENWOOD WATER SYSTEMS, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Paul E. Day  
ISSUING OFFICER

Owner  
TITLE