

**Diamond Williams**

---

**From:** Marsha Rule [Marsha@reuphlaw.com]  
**Sent:** Thursday, September 08, 2011 3:11 PM  
**To:** Filings@psc.state.fl.us  
**Subject:** Docket No. 100085-WU  
**Attachments:** 2011.09.08.BBRWC.pdf

**The full name, address, telephone number, and e-mail address of the person responsible for the electronic filing:**

MARSHA E. RULE  
Rutledge, Ecenia & Purnell, P. A.  
Post Office Box 551  
Tallahassee, Florida 32302-0551  
(850) 681-6788  
[marsha@reuphlaw.com](mailto:marsha@reuphlaw.com)

**The docket number and title of docket:**

Docket No. 100085-WU  
In re: Certificate to operate a water utility in Lake County, Florida by Black Bear Reserve Water Company, Inc.

**The name of the party on whose behalf the document is filed:**

Black Bear Reserve Water Corporation

**The total number of pages in the attached document: 65**

**A brief but complete description of each attached document:**

Letter to Patti Daniel and attachments

**Marsha E. Rule, Attorney**

Rutledge, Ecenia & Purnell, P.A.  
119 South Monroe Street, Suite 202  
Tallahassee, Florida 32301  
P.O. Box 551  
Tallahassee, Florida 32301-0551  
[marsha@reuphlaw.com](mailto:marsha@reuphlaw.com)  
850.681.6788. Phone  
850.681.6515 Fax

9/8/2011

DOCUMENT NUMBER-DATE  
06473 SEP-8 =  
FPSC-COMMISSION CLERK

# RUTLEDGE, ECENIA & PURNELL

PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW

MICHAEL J. BARRY  
STEPHEN A. ECENIA  
RICHARD M. ELLIS  
DIANA FERGUSON  
MARTIN P. McDONNELL  
J. STEPHEN MENTON  
R. DAVID PRESCOTT

POST OFFICE BOX 551, 32302-0551  
119 SOUTH MONROE STREET, SUITE 202  
TALLAHASSEE, FLORIDA 32301-1841

TELEPHONE (850) 681-6788  
TELECOPIER (850) 681-6515

HAROLD F. X. PURNELL  
MARSHA E. RULE  
GARY R. RUTLEDGE  
MAGGIE M. SCHULTZ  
GABRIEL F.V. WARREN  
GOVERNMENTAL CONSULTANTS  
MARGARET A. MENDUNI

September 8, 2011

Ms. Patti Daniel  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Via email delivery

RE: Black Bear Reserve Water Corporation  
Docket No. 100085-WU

Dear Ms. Daniel:

Black Bear Reserve Water Corporation provides the following additional information requested by Staff:

1. Financial ability: Black Bear Reserve Water Corporation (the "Company") was controlled by a developer before 2010. Its transition to control by homeowners of the Black Bear Reserve development during 2010 was not amicable, and the Company incurred expenses in connection with the new management's takeover and subsequent efforts to identify the nature and extent of the Company's assets and liabilities, initiate litigation against the developer, and seek certification, which was initially contested. Although these events continue to generate expenses into 2011, they should be reduced and eventually eliminated. In addition, the Company eliminated other expenses, such as building rental and office utilities, because its operations are now managed by Florida Utility Group, LLC. If necessary, short-term financing is available from its parent corporation, the Black Bear Reserve Homeowner's Association, or a related entity, the Black Bear Reserve Irrigation Corporation, upon approval of those entities' Boards of Directors. The Company ultimately is owned by and responsible to the homeowners who receive its service, so it hopes to avoid seeking a rate increase. A pro forma budget is enclosed.

2. Technical ability: As we discussed during the informal conference, it appears that some complaints were not forwarded from the Commission to the Company's contracted operator, Florida Utility Group, which may have caused some delay in the Company's response. Further, in one instance Florida Utility Group provided a timely response to a customer in connection with the customer's complaint to the Commission, but apparently failed to respond directly to the Commission. These process issues have been corrected by ensuring that the Commission has

DOCUMENT NUMBER-DATE

06473 SEP-8 =

FPSC-COMMISSION CLERK

Ms. Patti Daniel  
September 8, 2011  
Page 2 of 5

correct contact information for Florida Utility Group and Florida Utility Group's commitment to timely responses to customer concerns forwarded by the Commission.

3. **Bills:** The Company has provided staff with a copy of a bill demonstrating that its practice is to show usage on each bill, even when such usage is below the minimum 5,000 gallons, and has instructed Florida Utility Group to revise the corporate name and contact numbers on future bills, and to add a specific line for the due date. The Company will provide a copy of the revised bill to staff upon issuance.

Staff questioned the use of the terms "net" and "gross" on customer bills to indicate timely and late payment, respectively. This exact bill format and language has been in use by another Florida utility for several years without issue, and has not proven confusing to Black Bear Reserve Water Corporation's customers. Nevertheless, in an effort to be responsive to staff concerns, the Company is exploring the possibility of revising its bill format if it can be done without undue expense. However, the terms to which Staff objects are pre-printed on postcard-size stock obtained from a vendor, which may not be cost-effective to alter.

4. **Environmental compliance:** In connection with the DEP violation referenced by Staff, attached is a copy of the Company's consent order with DEP as well as the 4-log CT calculations submitted to the DEP via Federal Express on July 5, 2011, in compliance with the consent order.

5. **Tariff revisions:** The attached draft tariff includes changes as discussed with Staff.

6. **Cost justification:**

a. The Company is managed by a volunteer Board of Directors, and has no employees. All work is contracted to unrelated third parties at prices that necessarily include the vendor's overhead and profit. Florida Utility Group, the Company's contracted operator, has provided the following response to Staff's inquiry regarding allocation of transportation overhead:

Transportation overhead attributable to tasks varies depending on the type of vehicle to be dispatched, the location from which it is dispatched, the likelihood that vehicle overhead will be shared among several tasks, and the length of time typically necessary to accomplish the task. For example, a violation reconnection is performed by an operator already in the area, a pickup truck would be dispatched, the task would be scheduled separately from a site visit, and it is less likely that transportation overhead would be shared with other tasks. In contrast, transportation overhead is lower for a premises visit in lieu of disconnection (which also is performed by an operator in the area as a separately-scheduled task, travelling by pickup truck) because it takes less time than a violation reconnection, and transportation overhead is likely to be shared with other tasks.

**RUTLEDGE, ECENIA & PURNELL**

Ms. Patti Daniel  
September 8, 2011  
Page 3 of 5

Similarly, the transportation overhead attributable to the tap-in charge is more than the overhead for meter installation. A specialized full-size service vehicle is dispatched for both tasks, both tasks are scheduled separately and both are unlikely to share overhead with other tasks, but the time component is greater for tap-ins.

b. Florida Utility Group has provided the following information regarding its meter installation charge:

Pricing was taken from USA Blue Book, one of the largest suppliers in the water and wastewater industry. These figures differ somewhat from those previously provided because the labor charge previously quoted included other items that are listed separately below.

\$ 130.00	Electronic Transmitter
\$ 125.00	5/8 x 3/4" Meter (to accept electronic meter transmitter)
\$ 22.00	Meter Couplings (with rubber washers)
\$ 40.00	Meter Box
\$ 40.00	Curb Valve
\$ 45.50	Operator labor including travel time, to install meter (.7 hrs @ \$65)
<u>\$ 17.50</u>	Transportation overhead (gas, insurance, maintenance)
\$ 420.00	Total

c. Main extension charge: The Company has transmission lines to serve 400 lots. According to its annual report, the original cost of its transmission and distribution system (as determined per an original cost study commissioned by the Company) is \$675,563, which yields a main extension charge of \$1,689 per ERC.

d. Late Payment Charge: The Company proposes a charge of \$5.00 to recoup some of the costs associated with late payment by its customers. The charge is also intended to encourage customers to make timely payment, as some customers may choose to wait if there is no additional cost to do so. The amount is consistent with standard late payment charges approved by the Commission.

e. Violation Reconnection Charge: The Company proposes a Violation Reconnection Charge of \$32.00 during regular hours and \$64.00 after hours. This charge is twice as much as a Normal Reconnection Charge because it is intended to cover the cost of the premises visit necessary to disconnect service as well as the reconnection visit.

f. Home Inspection Temporary Service Charge: A number of homes in the Black Bear Reserve developments are vacant and do not receive service. Realtors occasionally request the Company to provide service for a brief period of time so that they may conduct a home inspection prior to closing on a sale. Service is connected for a brief time and then disconnected. The Company proposes a charge of \$32.00 for this service. This charge is twice as much as a

Ms. Patti Daniel  
September 8, 2011  
Page 4 of 5

Normal Reconnection Charge because it is intended to cover the cost of the premises visit necessary to disconnect service as well as the initial reconnection visit. The Company believes that it is particularly important to recover these costs because the sale may not close and the prospective purchaser may never become a Customer.

g. As you are aware, many backflow prevention devices were installed by the developer on the Company's side of the meter. As set forth in Tariff Rule 27.0, any backflow prevention device that needs repair or replacement must be moved to the Customer's side of the meter at the Customer's expense and by the Customer's choice of licensed underground utility and excavation contractor or licensed plumbing contractor approved by the Company.

Because the removal work will be done on the Company's side of the meter, and in order to maintain the integrity of its system, the contractor must notify the Company in advance of the removal and coordinate scheduling so that a Company representative can inspect the work on the Company's facilities before the contractor backfills the work site. The Company has no employees and must pay its operator to make the visit. Accordingly, the Company proposes to impose a Premises Visit Charge for this visit. The Company views this as a cost-saving measure for Customers, who are free to seek bids for the work.

7. Finally, Black Bear Reserve Water Corporation is in the process of seeking a pass-through rate adjustment that will permit it to recover regulatory assessment fees ("RAF") from its customers. Staff notified the Company that it was obligated to pay the RAF for 2010, and the Company has done so. However, the Company respectfully requests the Commission to set the starting date for payment of RAF for the first billing cycle after the effective date of such rate adjustment, and to utilize its prior payment as a pre-payment toward its 2011 RAF in order to permit the Company to recoup the pre-paid amount.

In support, the Company relies upon the following unique circumstances:

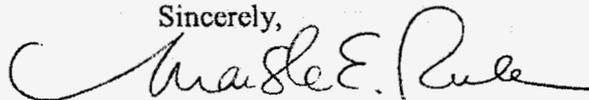
- The Company apparently only became jurisdictional due to a technical oversight by the developer. As shown by documents previously provided to Staff, the Company was originally created specifically to provide service only to homeowner-members of a series of neighborhood homeowner's associations ("HOA"), all of whom were intended to be members of a master HOA. As you know, however, due to faulty documentation by the developer, one such neighborhood was not properly subjected to the covenants requiring membership in an HOA and therefore the Company became non-exempt when it began serving customers in that neighborhood.
- Shortly after the documentation defect was discovered, HOA members initiated an election to recall the developer-controlled board of directors. The developer and related board members then resigned, after which homeowners took control of the HOA and promptly initiated certification proceedings for the water Company. The Company's certification was contested and delayed by another developer-controlled entity.

Ms. Patti Daniel  
September 8, 2011  
Page 5 of 5

- The Company has endeavored to cooperate with Staff and move forward with certification, and even commissioned an original cost study in order to properly prepare its annual report.
- The Company, which is largely owned by the Black Bear Reserve Homeowners' Association, has experienced an operating loss due to initial expenses associated with the regulatory process and the costs of litigation with the developer. Until its rates are formally implemented and it is able to begin passing the RAF through to customers, customers who are members of the HOA would effectively subsidize non-member customers.
- Requiring payment of RAFs prior to the date when the Company can begin collecting this amount from customers will further penalize HOA members for the developer's failure to either properly incorporate all neighborhoods into the master HOA or alternatively, to promptly apply for certification. Thus, requiring the Company to pay regulatory assessment fees prior to its certification will place an undue financial hardship on customers who are members of the HOA and unfairly benefit those customers who are not members.
- The Commission has the discretion to set a post-certification date for RAF responsibility and has done so in other unique cases. *See, e.g.,* Order No. PSC-98-1572-FOF-WS, Order No. PSC-99-1227-PAA-WS<sup>1</sup>, Order No. PSC-99-1228-PAA-WS<sup>2</sup>, Order No. PSC-99-1234-PAA-WS<sup>3</sup>, Order No. PSC-99-1235-PAA-WS<sup>4</sup>, Order No. PSC-99-1236-PAA-WS<sup>5</sup>, and Order No. PSC-99-1237-PAA-WS<sup>6</sup>. We believe the unique facts and equities of this situation justify the Company's request to set the starting date for payment of RAF for the first billing cycle after the effective date of such rate adjustment, and to utilize its prior payment as a pre-payment toward its 2011 RAF in order to permit the Company to recoup the pre-paid amount.

In closing, the Company confirms its agreement to extend Staff's review to cover the October 4, 2011 agenda conference. Please let me know if you have further questions or require additional information.

Sincerely,



Marsha E. Rule

cc: Wayne Smith, Black Bear Reserve Water Company  
Jenny Jernigan, Florida Utility Group, LLC

---

<sup>1</sup> See also Consummating Order No. PSC-99-1367-CO-WS.

<sup>2</sup> See also Consummating Order No. PSC-99-1371-CO-WS.

<sup>3</sup> See also Consummating Order No. PSC-99-1366-CO-WS.

<sup>4</sup> See also Consummating Order No. PSC-99-1370-CO-WS.

<sup>5</sup> See also Consummating Order No. PSC-99-1360-CO-WS.

<sup>6</sup> See also Consummating Order No. PSC-99-1368-CO-WS.

**Black Bear Reserve Water Corporation**  
**Profit & Loss**  
January through December 2010

	<u>Jan - Dec 10</u>	<u>Pro Forma 2011 Normalized</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>400 - Operating Revenues</b>		
400.1 - Metered Potable Revenue	132,205.15	138,154.38 Adjusted to recognize RAFs
400.2 - Metered Irrigation Revenue	0.00	0.00
400.3 - Back Flow Preventers	0.00	0.00
400.4 - Reconnect	480.00	5,850.00 Annualized Based upon 6 months actual
400.5 - Late Payment Fee	3,033.00	11,616.00 Annualized Based upon 6 months actual
<b>Total 400 - Operating Revenues</b>	<u>135,718.15</u>	<u>155,620.38</u>
<b>Total Income</b>	<u>135,718.15</u>	<u>155,620.38</u>
<b>Gross Profit</b>	135,718.15	155,620.38
<b>Expense</b>		
<b>401 - Operating Expenses</b>		
<b>600 - Operation and Maintenance</b>		
601 - Salaries and Wages - Admin/Gen	8,344.38	0.00 Remove Cost as Unnecessary
<b>615 - Purchased Power</b>		
615.3 - Electric-Plant Meter 55403976	7,111.44	10,210.00 Annualized Based upon 6 months actual
615.2 - Electric-Office Meter 95956125	1,947.84	0.00 Remove Cost as Unnecessary
615.1 - Electric-Irr Meter 91533168	0.00	0.00
<b>Total 615 - Purchased Power</b>	<u>9,059.28</u>	<u>10,210.00</u>
618 Chemicals		1,056.00 Annualized Based upon 6 months actual
620 Materials and Supplies		2,412.00 Annualized Based upon 6 months actual
632 Contractual Svcs - Accounting		
632.1 - Accounting Fees - Tax Returns	5,192.00	602.00 Annualized Based upon 6 months actual
<b>Total 632 - Contractual Svcs - Accounting</b>	<u>5,192.00</u>	<u>602.00</u>
633 - Contractual Svcs - Legal	41,794.83	5,000.00 Adjust to reflect normal PSC filings

DOCUMENT NUMBER-DATE

06473 SEP-8 =

FPSC-COMMISSION CLERK

**Black Bear Reserve Water Corporation**

**Profit & Loss**

**January through December 2010**

Jan - Dec 10      2011 Normalized

634 Contractual Svcs-Management Fee		14,436.00 Contract Amount
635 Contractual Svcs - Lab Testing	1,312.50	13,562.00 Annualized Based upon 6 months actual
636 Contractual Svcs - Other		
636.1 Customer Work Orders	5,176.76	0.00
636.2 Contract Labor/ Repairs	41,510.90	27,454.00 Annualized Based upon 6 months actual
636.3 Contract Labor Prime Plumbing	14,173.00	0.00 Remove Cost as Unnecessary, covered by FUG
636.4 Lawn Maintenance	600.00	900.00 Annualized Based upon 6 months actual
636.5 Alarm Expense	1,284.41	0.00 Remove Cost as Unnecessary
636.6 Plant Monitoring	8,694.83	17,681.52 Contract Amount
636.7 Professional Fees Ann Rpt/Indexings	1,050.00	1,200.00
<b>Total 636 Contractual Svcs - Other</b>	<b>72,489.90</b>	<b>47,235.52</b>
641 Rental of Building/Real Prop	3,356.60	0.00 Remove Cost as Unnecessary
657 Insurance - General Liability	7,287.36	4,000.00 Annualized Based upon 6 months actual
660 Advertising	24.50	50.00
661 Bank Service Charges	91.99	500.00 Annualized Based upon 6 months actual
667 Reg Comm Exp - Other	1,500.00	0.00 Remove Cost of PSC Certificate Filing Fee
667.1 Regulatory Assessment Fee	7,239.00	6,216.95 Calculated based upon revenue from above
670 Bad Debt Expense	3,688.60	1,381.54 Adjusted to 1% of sales revenue.
675 Miscellaneous Expenses		
675.1 Telephone Expense	2,083.11	130.00 Annualized Based upon 6 months actual
675.2 Postage	1,210.67	42.00 Annualized Based upon 6 months actual
675.6 Business Licenses and Permits	260.00	260.00
675.7 Office Expense	7,010.92	752.00 Annualized Based upon 6 months actual
675.8 Computer and Internet Expenses	613.90	600.00 Annualized Based upon 6 months actual
675.9 Auto and Truck Expenses	813.00	0.00
675.10 Tools	438.55	0.00
<b>Total 675 Miscellaneous Expenses</b>	<b>12,430.15</b>	<b>1,784.00</b>
<b>Total 600 Operation and Maintenance</b>	<b>173,811.09</b>	<b>108,446.01</b>
<b>Total 401 Operating Expenses</b>	<b>173,811.09</b>	<b>108,446.01</b>
403 Depreciation Expense	39,820.00	39,820.00
<b>Total Expense</b>	<b>213,631.09</b>	<b>148,266.01</b>
<b>Net Ordinary Income</b>	<b>-77,912.94</b>	<b>7,354.37</b>

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION )

IN THE OFFICE OF THE  
CENTRAL DISTRICT

vs. )

OGC FILE NO. 11-0841

BLACK BEAR RESERVE WATER  
CORPORATION )

CONSENT ORDER

This Consent Order ("Order") is entered into between the State of Florida Department of Environmental Protection ("Department") and Black Bear Reserve Water Corporation ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's water resources and to administer and enforce the provisions of the Florida Safe Drinking Water Act, Sections 403.850, et seq., Florida Statutes ("F.S."), and the rules promulgated and authorized in Title 62, Florida Administrative Code ("F.A.C."). The Department has jurisdiction over the matters addressed in this Order.

2. Respondent is a person within the meaning of Section 403.852(5), F.S.

3. Respondent is the owner of a community water system, PWS No. 3354938, located at 24525 County Road 44A, Eustis, in Lake County, Florida ("System"), which serves the Black Bear Reserve. Water to the System is supplied from a 4 inch well with Florida Well ID AAH6743 ("well #1"), an 8 inch well with Florida Well ID AAH6742 ("well #2"), and a 10 inch well with Florida Well ID AAC3206 ("well #3"). Wells #2 and #3 are currently offline.

4. The Department finds that the following violation occurred:

a) Respondent has failed to provide treatment, as required by Rules 62-555.315(6)(b)2 and 62-555.320(12)(b), F.A.C., that reliably achieves at least four-log inactivation or removal of viruses because the wells identified above are considered microbially contaminated, or susceptible to microbial contamination.

5. As of the effective date of this Order, Respondent has taken the following corrective actions:

a) Retained the services of a professional engineer, registered in the State of Florida, to evaluate the System.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

**ORDERED:**

6. Effective immediately, Respondent shall comply with all Department rules and all applicable sections in Title 62, F.A.C., including Chapters 62-550 and 62-555, F.A.C.

7. Respondent shall comply with the following corrective actions within the stated time periods:

a) Within 30 days of the effective date of this Order, Respondent shall submit calculations proving to the Department that four-log inactivation or removal of viruses can be met by the system.

i) The Department will review the calculations submitted pursuant to subparagraph 7.a), above. If the Department requires additional information to process the request for modification or permit application, the Department will issue a written request for information ("RFI") to the Respondent for such information. Respondent shall submit the requested information in writing to the Department within 30 days of receipt of the RFI. Within 60 days of the Department's receipt of the calculations described in subparagraph 7.a), above, Respondent shall provide all information necessary to complete the calculations.

ii) If satisfactory calculations are received, the Department will issue a four-log inactivation or removal of viruses approval letter and Respondent shall comply with the requirements of paragraph 8., below.

iii) If satisfactory calculations are not received, Respondent shall submit a permit application to modify the water treatment plant in accordance with paragraphs 7.b) through 7.c), below.

b) If satisfactory calculations are not received in accordance with paragraph 7.a)iii), above, within 60 days of notification the calculations have been rejected, Respondent shall submit to the Department a complete construction permit application, along with any required application fees, for a permit to construct modifications needed to address the violation(s) described above.

c) The Department will review the request for system modification or permit application submitted pursuant to subparagraph 7.b), above. If the Department requires additional information to process the request for modification or permit application, the Department will issue a written request for information ("RFI") to the Respondent for such information. Respondent shall submit the requested information in writing to the Department within 30 days of receipt of the RFI. Respondent shall provide all information requested in any additional RFIs issued by the Department within 15 days of receipt of each RFI. Within 60 days of the Department's receipt of the application described in subparagraph 7.b), above, Respondent shall provide all information necessary to complete the application.

d) Within 120 days of the Department issuing a construction permit, Respondent shall complete the modifications approved pursuant to the permit issued in accordance with subparagraphs 7.b) and c), above, and as required by Rule 62-555.345, F.A.C., and submit to the Department a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida, along with all supporting documentation. Respondent shall not place the system modifications into service without first obtaining a written Department clearance to do so.

e) If the approved modifications are determined by the Department to be inadequate to resolve the violation(s), the Department will notify the Respondent in writing. Within 30 days of receipt of such written notification from the Department, Respondent shall submit an alternate proposal to address the violation(s). Respondent shall provide all information requested in any RFIs issued by the Department within 15 days of receipt of each request. Within 60 days of the date the Department receives the proposal required by this subparagraph, Respondent shall provide all information necessary to complete the application for modification.

f) Respondent shall continue to sample monthly for bacteria in accordance with Rule 62-550.518, F.A.C. Respondent shall submit all sampling results to the Department within 10 days following the month in which the samples were taken or within 10 days following Respondent's receipt of the results, whichever is sooner.

g) Respondent shall continue to issue any required public notice regarding the violation(s) in accordance with Rule 62-560.410(1), F.A.C. and the Ground Water Rule, until the Department determines that the system is in compliance with all four-log virus removal and inactivation requirements. Respondent shall submit certification of delivery of public notice, using DEP Form 62-555.900(22), to the Department within 10 days of issuing each public notice.

8. Upon clearance by the Department of the permitted or authorized system modifications and/or the issuance of a four-log inactivation or removal of viruses approval letter, Respondent shall comply with the following to ensure that four-log virus removal or inactivation is achieved:

a) Monitor, record, and maintain the effectiveness of and reliability of disinfection treatment and provide four-log inactivation or removal of viruses before or at the first customer at all flow rates as required in Rules 62-555.350(5), 62-555.320(12)(b) and 62-555.320(12)(c), F.A.C.

b) Determine and record the minimum residual disinfectant concentration and disinfectant contact time (together "CT") required in accordance with Rule 62-555.350(5)(b), F.A.C.

c) Include CT calculations on Form 62-555.900(3), Monthly Operation Report for PWSs Treating Raw Ground Water or Purchased Finished Water, and submit the Form to the Department within 10 days after each month of operation as required by Rule 62-550.730(1)(d), F.A.C.

d) In accordance with Rules 62-555.350(5)(b) and 62-555.350(10)(b), F.A.C., if any measurement of the CT provided falls below the minimum required level, the Respondent shall:

i) Increase the disinfectant dose until the CT provided is at least equal to the minimum CT required;

ii) Take follow-up grab samples at least every four hours until the "CT provided" is at least equal to the minimum CT required; and

iii) Telephone, and speak directly to Shelley Locklear, Environmental Specialist at 407-894-7555, extension 2249, as soon as possible, but not later than noon on the next business day in the event of a failure to meet the CT required.

9. Respondent shall be considered to have met the requirements of this Order when the Department has accepted that four-log inactivation or removal of viruses has been achieved as referenced in paragraphs 8., above, and Respondent has complied with all requirements of paragraphs 7. and 8., above, for three consecutive months from the date when the Department determines that four-log inactivation or removal of viruses has been achieved.

10. Respondent agrees to pay the Department stipulated penalties in the amount of \$200.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraph(s) 7. and 8. of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so

as further described in paragraph 12., below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order.

11. Respondent agrees to pay the Department stipulated penalties in the amount of \$500.00 for each and every missed monitoring event and MOR submission, required by paragraphs 7.f) and 8.c) of this Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in paragraph 12., below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Order.

12. Respondent shall make all payments required by this Order by cashier's check or money order. Payment instruments shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Ecosystem Management and Restoration Trust Fund."

13. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Jill Farris, Department of Environmental Protection, Central District Office, 3319 Maguire Boulevard, Suite 232, Orlando, Florida 32803.

14. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

15. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

16. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

17. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Order.

18. This Order is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

19. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

20. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$5,000.00 per day per violation, and criminal penalties.

21. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

22. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

23. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

24. This Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

Persons who are not parties to this Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Consent Order means that the Department's final action may be different from the position it has taken in the Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Consent Order;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Consent Order;
- d) A statement of when and how the petitioner received notice of the Consent Order;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Consent Order;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Consent Order; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Consent Order.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-8000 within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Central District, 3319 Maguire Boulevard, Suite 232, Orlando, Florida 32803. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to

---

request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

25. Rules referenced in this Order are available at  
<http://www.dep.state.fl.us/legal/Rules/rulelistnum.htm>.

FOR THE RESPONDENT:

  
\_\_\_\_\_  
Greg Paaske, President  
Black Bear Reserve Water Corporation

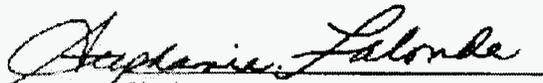
JUNE 8, 2011  
Date

DONE AND ORDERED this 9th day of June, 2011, in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

  
Vivian F. Garfein  
Director, Central District

Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,  
receipt of which is hereby acknowledged.

  
Clerk

June 9, 2011  
Date

Copies furnished to:

Lea Crandall, Agency Clerk  
Mail Station 35

Greg Paaske, Black Bear Reserve Water Corporation [gjpaske@yahoo.com]

Rick Daun, Black Bear Reserve Water Corporation [tjamen@centurylink.net]

Keith Bachmann, Key Engineering Associates, Inc. [keyengg@aol.com]



## Cover Sheets for Demonstration of Four-Log Virus Treatment of Ground Water

### General Information

#### Public Water System (PWS) Information

PWS Name: Black Bear Reserve Water Corporation

PWS ID: 3354938

- Community Water System  
 Non-Transient Non-Community Water System  
 Transient Non-Community Water System

#### Population Served by PWS

- > 3,300 people  
 501 to 3,300 people  
 < 500 people

#### PWS Owner Information

PWS Owner: Black Bear Reserve Water Corporation

Contact Person: Greg Paaske

Contact Person's Title: President

Contact Person's Mailing Address: PO Box 440, Eustis, FL 32727-0440

Contact Person's Telephone: \_\_\_\_\_

#### Water Treatment Plant (WTP) Information

WTP Name: Black Bear Reserve

WTP Address: 24525 CR 44A, Eustis, FL 32736

Permitted Maximum-Day Operating Capacity of WTP: 888,000 gpd

Does the WTP expose ground water to the open atmosphere during treatment?

- Yes  
 No

\* Water treatment facilities that are protected against contamination from birds, insects, wind-borne debris, rainfall, and drainage—i.e., water treatment facilities that are covered by an impervious roof and enclosed within impervious sidewalls or sidewalls of at least 20-mesh screen—are not considered to be exposing water to the open atmosphere.

**Virus Treatment Information**

**Treatment Demonstration**

If the WTP exposes ground water to the open atmosphere during treatment, check one of the following:

- This demonstration is for four-log virus treatment after water is last exposed to the open atmosphere.
- This demonstration is just for four-log virus treatment of the ground water source(s).
- Not applicable (the WTP does not expose ground water to the open atmosphere during treatment).

**Summary of Technologies Used for Virus Treatment and Virus Inactivation and Removal Credit Claimed for Each Technology**

Technology	Virus Inactivation or Removal Credit Claimed, logs
<input type="checkbox"/> Chemical disinfection using free chlorine	4
<input type="checkbox"/> Chemical disinfection using chloramines	
<input type="checkbox"/> Chemical disinfection using chlorine dioxide	
<input type="checkbox"/> Chemical disinfection using ozone	
<input type="checkbox"/> Ultrafiltration (UF)	
<input type="checkbox"/> Nanofiltration (NF); or reverse osmosis (RO)	
<input type="checkbox"/> Ultraviolet (UV) disinfection	
<input type="checkbox"/> Conventional filtration treatment, including lime softening	
<input type="checkbox"/> Slow sand filtration	
<input type="checkbox"/> Direct filtration; or microfiltration preceded by coagulation	
<input type="checkbox"/> Diatomaceous earth filtration	
<input type="checkbox"/> Other (describe):	
Total	4

**Checklist of Information Attached and Included in this Demonstration**

Required for all demonstrations:

- A schematic diagram of the WTP. (The schematic shall show all pumping, treatment, or storage facilities; all chemical disinfectant application points and disinfectant residual monitoring points; application points for any chemicals that will affect pH significantly; any turbidity or conductivity monitoring points; the point of the first customer [often the WTP itself]; etc. Also, the schematic shall identify any facilities that expose water to the open atmosphere.)

*Cover Sheets for Demonstration of Four-Log Virus Treatment of Ground Water*

Required for demonstrations involving chemical disinfection:

- CT calculations.
- Identification of standby equipment, switch-over devices for gas containers, and alarm systems as required by Rule 62-555.320(13), Florida Administrative Code, and *Recommended Standards for Water Works*.
- Identification of the disinfectant residual monitoring frequency and any continuous disinfectant residual monitoring equipment.
- The proposed disinfectant residual monitoring location(s).
- The proposed minimum residual disinfectant concentration(s) for each disinfectant residual monitoring location.

Required for demonstrations involving UF:

- The absolute pore size of the membranes and, if the absolute pore size is greater than or equal to 0.01 micron, challenge testing information showing at least four-log removal capability for the membranes.
- The direct integrity testing frequency, method, resolution, sensitivity, and control limit for the membrane units if four-log virus removal credit is claimed.
- Identification of the continuous filtrate turbidity monitoring equipment for the membrane units.
- Identification of the operating requirement (filtrate turbidity  $\leq 0.15$  NTU) for each membrane unit.

Required for demonstrations involving NF or RO:

- The molecular weight cutoff for the membranes.
- The direct integrity testing frequency, method, resolution, sensitivity, and control limit for the membrane units if four-log virus removal credit is claimed.
- Identification of the continuous monitoring equipment for the membrane units.
- The proposed operating requirement—i.e., maximum percent salt passage (generally  $\leq 25\%$  for NF and  $\leq 5\%$  for RO)—for each membrane unit.

Required for demonstrations involving UV disinfection:

- UV reactor validation information, including the validated UV dose and validated operating conditions for flow rate, UV intensity, UV lamp status, and if applicable, UV transmittance (UVT).
- Identification of the equipment for continuously monitoring the flow rate, UV intensity, UV lamp status, and if applicable, UVT for each UV reactor.

Required for demonstrations involving conventional filtration treatment, including lime softening; direct filtration; or microfiltration preceded by coagulation:

- Identification of the combined filter effluent (CFE) turbidity monitoring frequency and any continuous CFE turbidity monitoring equipment.
- The CFE turbidity monitoring location.
- Identification of the operating requirement (CFE turbidity  $\leq 1$  NTU) for the filtration technology.

Required for demonstrations involving slow sand filtration or diatomaceous earth filtration:

- Identification of the CFE turbidity monitoring frequency and any continuous CFE turbidity monitoring equipment.
- The CFE turbidity monitoring location.
- Identification of the operating requirement (CFE turbidity  $\leq$  5 NTUs) for the filtration technology.

Required for demonstrations of other technologies:

- Information from pilot plant studies, or other performance studies, demonstrating the level of virus treatment that the technology will achieve under the full range of expected operating conditions at the WTP.
- The proposed compliance monitoring and operating requirements for the technology.

**Certifications**

**Certification by Professional Engineer in Responsible Charge of this Demonstration**

I, the undersigned professional engineer licensed in Florida, am in responsible charge of this four-log virus treatment demonstration. I certify that, to the best of my knowledge and belief, all the information included in this demonstration is accurate and consistent with the Florida Department of Environmental Protection's draft "Guidelines for Four-Log Virus Treatment of Ground Water," October 2009.

43760

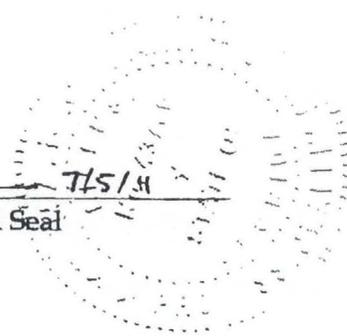
P.E. License Number

Keith A. Bachmann

Type or Print Name

Keith A. Bachmann 7/5/11

Signature, Date, and Seal



Cover Sheets for Demonstration of Four-Log Virus Treatment of Ground Water

**Certification by PWS**

I am duly authorized to sign on behalf of the PWS identified on page 1 of these coversheets. I understand that, if the Florida Department of Environmental Protection approves this four-log virus treatment demonstration, the PWS will have to begin conducting compliance monitoring in accordance with the federal Ground Water Rule and as discussed in this demonstration. I further understand that that the PWS will be in violation of the treatment technique requirements under the federal Ground Water Rule if the PWS (1) fails to maintain four-log virus treatment, by failing to meet the operating requirements discussed in this demonstration, and (2) does not correct the failure to maintain four-log virus treatment within four hours after first determining the failure.

Gregg Paaske  
Type or Print Name

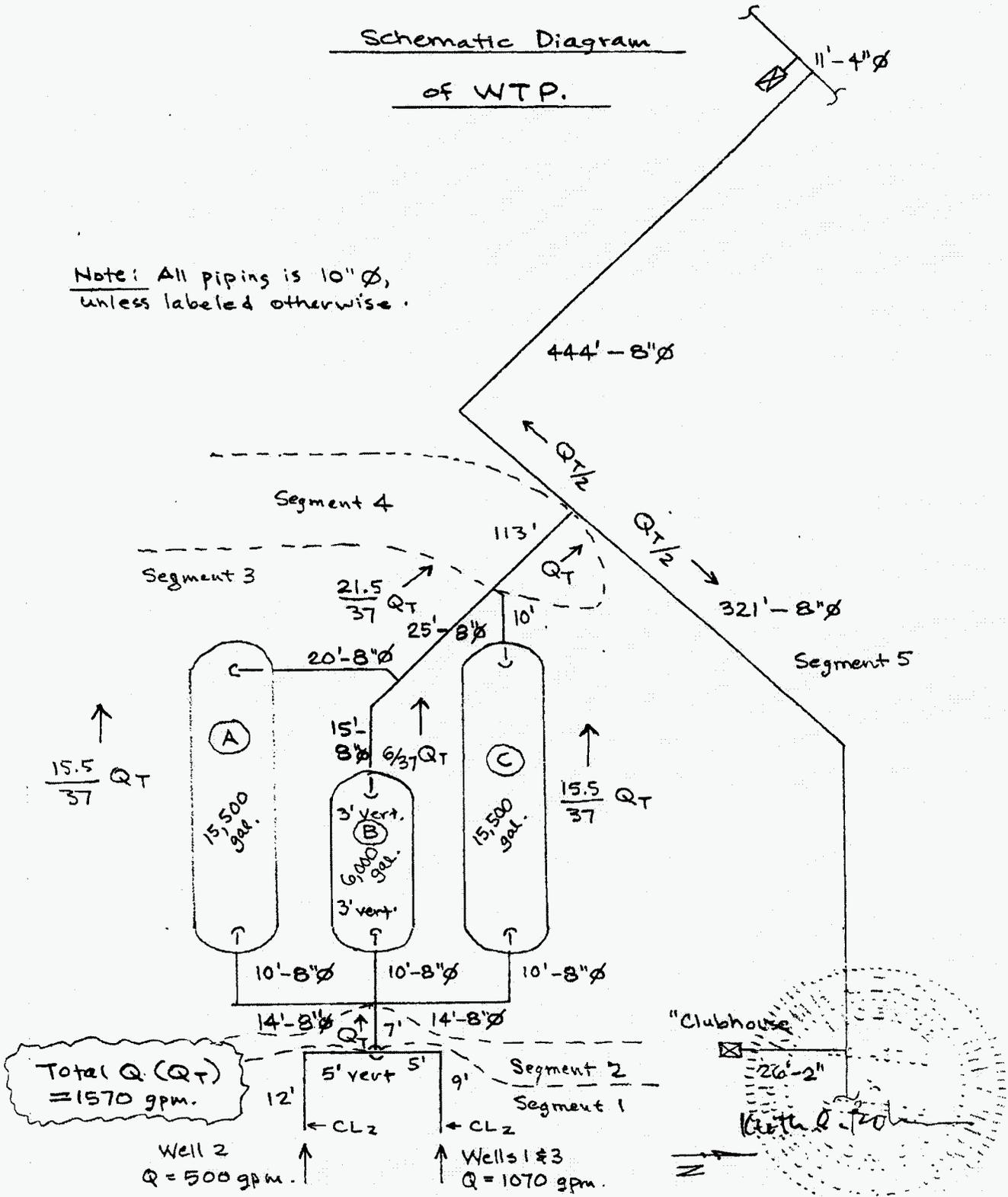
Gregory J. Paaske  
Signature (by Keith A. Buchmann, P.E.)

President  
Title

7/5/11  
Date

Schematic Diagram  
of WTP.

Note: All piping is 10"  $\phi$ ,  
unless labeled otherwise.



CT Calculations

\* Reference: Guidelines for Four-Log Virus Treatment of Ground Water

CT = C x T (mg-min/L)

C = free chlorine residual at first water customer (mg/L)

T = contact time (min)

Under peak conditions, 3 wells supply water as follows:

7.5 HP well	70 gpm
50 HP well	500 gpm
100 HP well	<u>1,000 gpm</u>
Total	1,570 gpm

The wells are controlled so that the 70 gpm well comes on first. If the well can't keep up and the tank pressure continues to drop, the 500 gpm also comes online. If the first 2 wells can't keep up and the tank pressure continues to drop, the 1,000 gpm well also comes online.

Determine volume (V) in piping (per foot):

$V = \pi \times r \times r \times 7.48 \text{ gal/ft}$

For 10" diameter piping  $V = 3.14 \times (5/12 \times 5/12) \times 7.48 = 4.08 \text{ gal/ft}$

For 8" diameter piping  $V = 3.14 \times (4/12 \times 4/12) \times 7.48 = 2.61 \text{ gal/ft}$

Determine required CT value:

For SJRWMD, min water temperature = 18 degrees Celcius (Table D-1 \*)

CT Required = 3.4 mg-min/L (Table B-1 \*)

Assume all 3 wells running

Q max = 1,570 gpm

Determine T in piping:

Segment 1: Max water supplied through this pipe is 70 gpm + 1,000 gpm = 1,070 gpm  
Q = 1,070 gpm L = 9' + 5' = 14' 10" diameter piping  
 $T = (14 \text{ ft.} \times 4.08 \text{ gal/ft}) / 1,070 \text{ gpm} = \underline{0.05 \text{ min.}}$

Segment 2: Max water supplied through this pipe is 1,570 gpm  
Q = 1,570 gpm L = 5' + 7' = 12' 10" diameter piping  
 $T = (12 \text{ ft.} \times 4.08 \text{ gal/ft}) / 1,570 \text{ gpm} = \underline{0.03 \text{ min.}}$

Since all three tanks are connected by piping at both ends, the pressure and tank levels is always the same in all of the tanks. Therefore, the flow rate through each tank is proportional to the tank volume as a percentage of the total tank volume.

For tanks A & C,  $Q = (15,500 \text{ gal} / 37,000 \text{ gal}) \times 1,570 \text{ gpm} = 658 \text{ gpm}$   
For tank B,  $Q = (6,000 \text{ gal} / 37,000 \text{ gal}) \times 1,570 \text{ gpm} = 254 \text{ gpm}$

Segment 3A: Max water supplied through this pipe is 658 gpm  
Q = 658 gpm L = 14' + 10' + 3' + 3' + 20' = 50' 8" diameter piping  
 $T = (50 \text{ ft.} \times 2.61 \text{ gal/ft}) / 658 \text{ gpm} = 0.20 \text{ min.}$

Max water supplied through this pipe is 658 + 254 = 912 gpm  
Q = 912 gpm L = 25' 8" diameter piping  
 $T = (25 \text{ ft.} \times 2.61 \text{ gal/ft}) / 912 \text{ gpm} = 0.07 \text{ min.}$

Segment 3A Total: 0.20 min + 0.07 min = 0.27 min.

Segment 3B: Max water supplied through this pipe is 254 gpm  
Q = 254 gpm L = 10' + 3' + 3' + 15' = 31' 8" diameter piping  
 $T = (31 \text{ ft.} \times 2.61 \text{ gal/ft}) / 254 \text{ gpm} = 0.32 \text{ min.}$

Max water supplied through this pipe is 658 + 254 = 912 gpm  
Q = 912 gpm L = 25' 8" diameter piping  
 $T = (25 \text{ ft.} \times 2.61 \text{ gal/ft}) / 912 \text{ gpm} = 0.07 \text{ min.}$

Segment 3A Total: 0.32 min + 0.07 min = 0.39 min.

Segment 3C: Max water supplied through this pipe is 658 gpm  
Q = 658 gpm L = 14' + 10' + 3' + 3' + 10' = 40' 8" diameter piping  
 $T = (40 \text{ ft.} \times 2.61 \text{ gal/ft}) / 658 \text{ gpm} = \underline{0.16 \text{ min.}}$

Segment 3C governs since it provides a lower T than Segments 3A or 3B.

Segment 4: Max water supplied through this pipe is 1,570 gpm  
 Q = 1,570 gpm L = 113' 10" diameter piping  
 $T = (113 \text{ ft.} \times 4.08 \text{ gal/ft}) / 1,570 \text{ gpm} = \underline{0.29 \text{ min.}}$

Based on the schematic diagram, it is clear that the closest customer is to the east.

Segment 5: Max water supplied through this pipe is 1,570 gpm / 2 = 785 gpm  
 Q = 785 gpm L = 321' 8" diameter piping  
 $T = (321 \text{ ft.} \times 2.61 \text{ gal/ft}) / 785 \text{ gpm} = \underline{1.07 \text{ min.}}$

Total T from all pipe segments = 0.05 + 0.03 + 0.16 + 0.29 + 1.07 = 1.60 min.

Assume 2 smallest wells running

Q max = 570 gpm

Segment 3C governs.

Determine T in piping:

Segment 1: Max water supplied through this pipe is 500 gpm

$$T = \left( \frac{17 \text{ ft.} \times 4.08 \text{ gal/ft}}{500 \text{ gpm}} \right) / \frac{10'' \text{ diameter piping}}{500 \text{ gpm}} = \underline{0.14 \text{ min.}}$$

Segment 2: Max water supplied through this pipe is 570 gpm

$$T = \left( \frac{12 \text{ ft.} \times 4.08 \text{ gal/ft}}{570 \text{ gpm}} \right) / \frac{10'' \text{ diameter piping}}{570 \text{ gpm}} = \underline{0.09 \text{ min.}}$$

Since all three tanks are connected by piping at both ends, the pressure and tank levels is always the same in all of the tanks. Therefore, the flow rate through each tank is proportional to the tank volume as a percentage of the total tank volume.

For tanks A & C,  $Q = (15,500 \text{ gal} / 37,000 \text{ gal}) \times 570 \text{ gpm} = 239 \text{ gpm}$

For tank B,  $Q = (6,000 \text{ gal} / 37,000 \text{ gal}) \times 570 \text{ gpm} = 92 \text{ gpm}$

Segment 3C governs since it provides a lower T than Segments 3A or 3B.

Segment 3C: Max water supplied through this pipe is 239 gpm

$$T = \left( \frac{40 \text{ ft.} \times 2.61 \text{ gal/ft}}{239 \text{ gpm}} \right) / \frac{8'' \text{ diameter piping}}{239 \text{ gpm}} = \underline{0.44 \text{ min.}}$$

Segment 4: Max water supplied through this pipe is 570 gpm

$$T = \left( \frac{113 \text{ ft.} \times 4.08 \text{ gal/ft}}{570 \text{ gpm}} \right) / \frac{10'' \text{ diameter piping}}{570 \text{ gpm}} = \underline{0.81 \text{ min.}}$$

Based on the schematic diagram, it is clear that the closest customer is to the east.

Segment 5: Max water supplied through this pipe is  $570 \text{ gpm} / 2 = 285 \text{ gpm}$

$$T = \left( \frac{321 \text{ ft.} \times 2.61 \text{ gal/ft}}{285 \text{ gpm}} \right) / \frac{8'' \text{ diameter piping}}{285 \text{ gpm}} = \underline{2.94 \text{ min.}}$$

Total T from all pipe segments =  $0.14 + 0.09 + 0.44 + 0.81 + 2.94 =$

**4.41 min.**

Assume smallest well running only      Q max = 70 gpm      Segment 3C governs.

Determine T in piping:

Segment 1:      Max water supplied through this pipe is 70 gpm  
Q = 70      gpm      L = 9' + 5' = 14'      10" diameter piping  
T = ( 14    ft. x    4.08   gal/ft ) /      70      gpm =      0.82      min.

Segment 2:      Max water supplied through this pipe is 70 gpm  
Q = 70      gpm      L = 5' + 7' = 12'      10" diameter piping  
T = ( 12    ft. x    4.08   gal/ft ) /      70      gpm =      0.70      min.

Since all three tanks are connected by piping at both ends, the pressure and tank levels is always the same in all of the tanks. Therefore, the flow rate through each tank is proportional to the tank volume as a percentage of the total tank volume.

For tanks A & C, Q = (15,500 gal / 37,000 gal) x 70 gpm =      29      gpm  
For tank B,      Q = (6,000 gal / 37,000 gal) x 70 gpm =      12      gpm

Segment 3C governs since it provides a lower T than Segments 3A or 3B.

Segment 3C:      Max water supplied through this pipe is 29 gpm  
Q = 29      gpm      L = 14' + 10' + 3' + 3' + 10' = 40'      8" diameter piping  
T = ( 40    ft. x    2.61   gal/ft ) /      29      gpm =      3.60      min.

Segment 4:      Max water supplied through this pipe is 70 gpm  
Q = 70      gpm      L = 113'      10" diameter piping  
T = ( 113   ft. x    4.08   gal/ft ) /      70      gpm =      6.59      min.

Based on the schematic diagram, it is clear that the closest customer is to the east.

Segment 5:      Max water supplied through this pipe is 70 gpm / 2 = 35 gpm  
Q = 35      gpm      L = 321'      8" diameter piping  
T = ( 321   ft. x    2.61   gal/ft ) /      35      gpm =      23.94      min.

Total T from all pipe segments = 0.82 + 0.70 + 3.60 + 6.59 + 23.94 =      

35.64	min.
-------	------

Determine T in Tanks:

Since all three tanks are connected by piping at both ends, the pressure and tank levels is always the same in all of the tanks. Therefore, the flow rate through each tank is proportional to the tank volume as a percentage of the total tank volume and the T in all of the tanks is the same.

Since Segment 3C resulted in the lowest piping T, calculate T in tanks based on Tank C.

Rick Daun of the Black Bear Reserve Water Corp. observed several pump cycles and marked the low tank level on the sight glass. The low water level is 4'-11" above the bottom of the tank. The tank diameter is 8'-0".

Ratio of Water Depth to Tank Diameter (d/D) = 59" / 96" = 61%

Ratio of Water Volume to Gross Tank Volume (v/V) = 64% (Exhibit C-1 \*)

FDEP does not allow v/V > 40% for CT Calcs. Therefore, v/V = 40%.

Since Tank C's gross volume = 15,500 gallons,  
Tank C's net volume = 40% x 15,500 gal = 6,200 gallons.

BF = 0.1 for Storage Tank with separate inlet and outlet and no intra-tank baffling.

T tank = ( 6,200 gallons x 0.1 ) / Q

Assume all 3 wells running: Q max = 1,570 gpm  
For tanks A & C, Q = (15,500 gal / 37,000 gal) x 1,570 gpm = 658 gpm  
T Tank = 620 gallons / 658 gpm = 0.94 min.

Assume 2 smallest wells running: Q max = 570 gpm  
For tanks A & C, Q = (15,500 gal / 37,000 gal) x 570 gpm = 239 gpm  
T Tank = 620 gallons / 239 gpm = 2.59 min.

Assume smallest well running only: Q max = 70 gpm  
For tanks A & C, Q = (15,500 gal / 37,000 gal) x 70 gpm = 29 gpm  
T Tank = 620 gallons / 29 gpm = 21.38 min.

Determine T total:

T total = T piping + T tank

Assume all 3 wells running:                    Q max = 1,570 gpm  
T total = 1.6 min + 0.94 min =                    2.54 min.

Assume 2 smallest wells running:                    Q max = 570 gpm  
T total = 4.41 min + 2.59 min =                    7.00 min.

Assume smallest well running only:                    Q max = 70 gpm  
T total = 35.64 min + 21.38 min =                    57.02 min.

Determine C minimum to meet CT required of 3.4 mg-min/L:

C minimum = CT required / T total

Assume all 3 wells running:                    Q max = 1,570 gpm                    T total = 2.54 min  
C minimum = 3.4 mg-min/L / 2.54 min =                    1.34 mg/L

Assume 2 smallest wells running:                    Q max = 570 gpm                    T total = 7.00 min  
C minimum = 3.4 mg-min/L / 7.00 min =                    0.48 mg/L

Assume smallest well running only:                    Q max = 70 gpm                    T total = 57.02 min  
C minimum = 3.4 mg-min/L / 57.02 min =                    0.06 mg/L

Proposed C minimum:

If smallest pump alone or 2 smallest pumps are running, C min = 0.5 mg/l

The largest pump will only come on rarely, in the event of major main breaks or major fires.  
In the rare case that all 3 wells are running, C min = 1.34 mg/l

Black Bear Reserve Water Corporation proposes to provide liquid chlorine disinfection in lieu of the existing gaseous chlorination system. Three separate liquid chlorine metering pumps will be provided, one for each of the wells. The chlorination rate for the largest well will be set high enough so that a total minimum residual concentration of 1.34 mg/l is achieved when all 3 wells are running.

An FDEP permit application will be provided in the near future for the proposed improvements.

**Additional Information:**

Identification of standby equipment:

Black Bear Reserve Water Corporation proposes to provide liquid chlorine disinfection in lieu of the existing gaseous chlorination system. Three separate liquid chlorine metering pumps will be provided, one for each of the wells.

Each metering pump will pull liquid chlorine from carboys. Standby carboys will be provided. A standby supply of liquid chlorine will be stored in a tank on-site.

Identification of the disinfection residual monitoring frequency:

Continuous residual monitoring equipment is not required.

The disinfection residual will be monitored daily, per FDEP requirements.

Proposed disinfection residual monitoring location:

The closest customer to the Black Bear Reserve WTP is the "clubhouse", located NE of the WTP. The service line to the clubhouse is located on the north side of the clubhouse.

The proposed disinfection residual monitoring location is on the 8" water main, at the location of the service line to the clubhouse.

Proposed minimum disinfection residual concentration:

If smallest pump alone or 2 smallest pumps are running, C min = 0.5 mg/l

The largest pump will only come on rarely, in the event of major main breaks or major fires. In the rare case that all 3 wells are running, C min = 1.34 mg/l

**WATER TARIFF**

**BLACK BEAR RESERVE WATER CORPORATION**

**FILED WITH**

**FLORIDA PUBLIC SERVICE COMMISSION**

WATER TARIFF

BLACK BEAR RESERVE WATER CORPORATION

13825 U.S. 19, Suite 301

Hudson, FL 34667

(877) 352-8845 or (727) 869-4331  
(Business Telephone)

(877) 352-8845 or (727) 869-4331  
(After Hours Emergency Service)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing .....	4.0
Description of Territory Served .....	3.1
Index of	
Rates and Charges Schedules .....	12.0
Rules and Regulations .....	6.0
Service Availability Policy.....	26.0
Standard Forms.....	21.0
Technical Terms and Abbreviations .....	5.0
Territory Authority .....	3.0

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

COUNTY - LAKE

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

(Continued to Sheet No. 3.1)

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

(Continued from Sheet No. 3.0)

**BLACK BEAR RESERVE WATER CORPORATION  
DESCRIPTION OF TERRITORY SERVED  
LAKE COUNTY, FLORIDA  
WATER SERVICE ONLY**

**ORDER NO. PSC-00-0000-FOF-WU**

**Township 18 South, Range 28 East  
Sections 30 and 31**

A parcel of land in Sections 30 & 31, Township 18 South, Range 28 East, Lake County Florida, more particularly described as follows:

**Section 30**

The Southwest 1/4, less the West 909.26 feet; together with the Northwest 1/4 of the Southeast 1/4 of Section 30.

**Section 31**

The portion of Section 31 North of County Road 44A.

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Clar-Mart I	GS, RS	13.0, 14.0
Lake	Clar-Mart II	GS, RS	13.0, 14.0
Lake	The Estates at Black Bear Bear Reserve Phase III	GS, RS	13.0, 14.0
Lake	The Lakes at Black Bear	GS, RS	13.0, 14.0
Lake	The Villages at Black Bear Reserve	GS, RS	13.0, 14.0
Lake	Upson Downs	GS, RS	13.0, 14.0

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

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 Black Bear Water Reserve Corporation.
- 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)

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

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.

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

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
Backflow Prevention Assembly Installation, Repair and Location.....	11.0	27.0
Backflow Prevention Assembly Tests .....	11.0	26.0
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

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

(Continued to Sheet No. 6.1)

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

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

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

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, located 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)

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

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)

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

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)

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

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.

(Continued on Sheet No. 11.0)

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

(Continued from Sheet No. 10.0)

- 26.0 BACKFLOW PREVENTION ASSEMBLY TESTS – The Florida Department of Environmental Protection (DEP) requires each Customer having a backflow prevention assembly to have a field test performed by a certified backflow prevention assembly contractor upon installation or repair and at least once per year thereafter. Field tests at more frequent intervals may be required if the DEP deems the hazard is great enough. These tests shall be made at the Customer's expense and are required to be performed by a certified backflow prevention assembly contractor. It shall be the duty of the Customer to ensure that these tests are made by a certified contractor in a timely manner. The Company will send a reminder notice to the Customer 30 days in advance of the required testing date. The Customer may choose to have the test performed by the Company's certified contractor or hire independent certified contractor. Prior to an independent certified contractor commencing work, the contractor must provide evidence to the Company of its certification and give the Company the time and date of the field test so that the Company may have an official representative present to witness the field tests, if so desired. When assemblies are found to be defective, they shall be repaired, overhauled, or replaced at the Customer's expense. Records of the tests, repairs, and overhaul must be provided to the Company which shall make the information available to the DEP.

In the event the required test has not been completed within the 30-day reminder period as provided by the Company, the Company's certified contractor shall test the backflow prevention assembly at the charge stated in Sheet 18.0 or less, which will be added to the Customer's water bill the following month.

- 27.0 BACKFLOW PREVENTION ASSEMBLY INSTALLATION, REPAIR AND LOCATION – All Customers must have a double check valve backflow assembly approved in writing by the Company, installed on potable service lines.

Backflow prevention assembly installation, maintenance and repair are the Customer's responsibility and must be performed at the Customer's expense. Installation, repair and replacement must be performed by certified backflow prevention assembly contractor chosen by the Customer. Backflow prevention assemblies must be installed on the Customer's side of the water meter, before any branching of the line to accommodate any additional taps, faucets or hose connections.

Any backflow prevention assembly located on the Company's side of the meter as of October 4, 2011, that requires repair or replacement must be removed from the Company's facilities and relocated to the Customer's side of the meter by a licensed underground utility and excavation contractor or licensed plumbing contractor approved by the Company, prior to such repair or replacement. The approved contractor shall notify the Company in advance of the removal and coordinate scheduling so that a Company representative can inspect the work on the Company's facilities before the contractor backfills the work site. The Company may charge a Premises Visit Charge as set forth in Sheet 19.0 for such visit. A list of approved contractors is available from the Company.

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Backflow Prevention Assembly Test Charge .....	18.0
Customer Deposits .....	16.0
General Service, GS .....	13.0
Held for Future Use .....	15.0
Meter Test Deposit .....	17.0
Miscellaneous Service Charges .....	19.0
Residential Service, RS.....	14.0
Service Availability Fees and Charges.....	20.0

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - All Meter Sizes
- |                             |                           |
|-----------------------------|---------------------------|
| Up to 5,000 gallons         | \$28.05                   |
| 5,001 to 10,000 gallons     | \$ 5.25 per 1,000 gallons |
| In excess of 10,001 gallons | \$ 7.50 per 1,000 gallons |
- MINIMUM CHARGE - \$28.05
- 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 - Original Certificate

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.

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

BILLING PERIOD - Monthly

RATE - All Meter Sizes

Up to 5,000 gallons	\$28.05
5,001 to 10,000 gallons	\$ 5.25 per 1,000 gallons
In excess of 10,001 gallons	\$ 7.50 per 1,000 gallons

MINIMUM CHARGE - \$28.05

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 - Original Certificate

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

HELD FOR FUTURE USE

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

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>\$60.00</u>	<u>\$60.00</u>
1"	_____	_____
1 1/2"	_____	<u>\$80.00</u>
Over 2"	_____	_____

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 November 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 - Original Certificate

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

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>CHARGE</u>
5/8" x 3/4"	<u>\$20.00</u>
1" and 1 1/2"	<u>\$25.00</u>
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 - Original Certificate

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

BACKFLOW PREVENTION ASSEMBLY TEST CHARGE

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - The Florida Department of Environmental Protection (DEP) requires each Customer having a backflow prevention assembly to have a field test performed by a certified backflow prevention assembly contractor at least once per year. The Company will send a reminder notice to the Customer 30 days in advance of the required testing date. This tariff applies to Customers who choose to have the Company's certified contractor to perform the annual test required by the DEP or who fail to have the annual test completed by an independent certified contractor within the 30-day reminder period as provided by the Company. See Rule 26.0 on Sheet 11.0 for details.

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

BILLING PERIOD - Annually

RATE - Flat Rate \$35.00 or less

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 - Original Certificate

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

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 CHARGE - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION CHARGE - 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 CHARGE - 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.

HOME INSPECTION TEMPORARY SERVICE CHARGE - This charge may be levied when a service representative visits a premises to briefly reconnect service for purposes of home inspection prior to closing on a sale, followed by disconnection after the inspection is complete.

PREMISES VISIT CHARGE - This charge may be levied when a service representative is requested to visit a premises, including in visits response to a Customer complaint where the cause of the complaint is a matter that is not the Company's responsibility.

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.

LATE PAYMENT CHARGE - This charge may be levied when payment has not been made within 21 days after the bill has been mailed or presented.

RETURN CHECK CHARGE - This charge may be levied pursuant to Section 68.065, Florida Statutes, when a customer pays by check and that check is dishonored by the customer's banking institution.

(Continued on Sheet No. 19.1)

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

(Continued from Sheet No. 19.0)

Schedule of Miscellaneous Service Charges

	<u>Regular Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$ <u>16.00</u>	Not applicable
Normal Reconnection Charge	\$ <u>16.00</u>	Not applicable
Violation Reconnection Charge	\$ <u>32.00</u>	<u>\$64.00</u>
Home Inspection Temporary Service Charge	\$ <u>32.00</u>	Not applicable
Premises Visit Charge	\$ <u>16.00</u>	Not applicable
Premises Visit Charge (in lieu of disconnection)	\$ <u>16.00</u>	Not applicable
Late Payment Charge	\$ <u>5.00</u>	Not applicable
Return Check Charge	Statutory amount pursuant to Section 68.064, Florida Statutes	

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Refer to Service Availability Policy</u> <u>Amount</u>	<u>Sheet No.</u>
<u>Main Extension Charge</u>		
Residential per ERC .....	\$1,689.00	
Over 5/8" x 3/4" .....	[actual cost]	
<u>Meter Installation Charge</u>		
5/8" x 3/4" .....	\$420.00	
Over 5/8" x 3/4" .....	[actual cost]	
<u>Tap-in Charge</u>		
5/8" x 3/4" .....	\$320.00	
Over 5/8" x 3/4" .....	[actual cost]	

EFFECTIVE DATE -

TYPE OF FILING - Original Certificate

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

INDEX OF STANDARD FORMS

<u>DESCRIPTION</u>	<u>SHEET NO.</u>
APPLICATION FOR METER INSTALLATION	24.0
APPLICATION FOR WATER SERVICE	23.0
COPY OF CUSTOMER'S BILL	25.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	22.0

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

**Application For Water Service**



**BLACK BEAR RESERVE WATER CORPORATION**  
13825 US HWY 19, SUITE 301  
HUDSON, FL 34667  
727-863-0205

RESIDENTIAL APPLICATION- EUSTIS

ACCOUNT NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_ EUSTIS, FL \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

( ) OWNER ( ) RENTAL (PROVIDE COPY OF LEASE OR PROOF OF SALE)

IF RENTAL: OWNER INFORMATION:

NAME: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

DATE SERVICE BEGINS: \_\_\_\_\_

By signing this agreement, the Customer agrees to the following:

1. Black Bear Reserve Water Corporation shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a house hold, organization, or business for any of the reasons contained in Rule 25.30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25.30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered monthly, as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises due to sale of home or termination of a rental/lease agreement where water service is supplied by Black Bear Reserve Water Corporation, Black Bear Reserve Water Corporation requires written notice within 7 days prior to the date the Customer desires to terminate service.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Wayne Smith**  
ISSUING OFFICER  
Secretary  
TITLE

ORIGINAL SHEET NO. 24.0

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

APPLICATION FOR METER INSTALLATION

NOT APPLICABLE

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER COMPANY

WATER TARIFF

COPY OF CUSTOMER'S BILL

Black Bear Reserve Water Corporation Inc.  
13825 US HWY 19 SUITE 301  
HUDSON, FL 34667  
(877) 352-8845

Black Bear Reserve Water Corporati

Usage 1182320 1174820 7,500 13.13  
Base Fee 28.05

CC [REDACTED] 9/25/11

41.18 49.18

PAID BY THE CUSTOMER WITH THIS PAYMENT

[REDACTED]

[REDACTED]

9/6/11

[REDACTED]

Eustis FL 32736

8 31 1  
Due: 09-25-2011  
727-869-4331

41.18

8.00

49.18

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges.....	20.0
Service Availability Policy.....	27.0

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

SERVICE AVAILABILITY POLICY

The Company charges a tap-in fee and meter installation charge for new connections as set forth on Tariff Sheet No. 20.0 or pay the main extension charge shown on Tariff Sheet No. 20.0. New construction will also be required to donate on-site and off-site water lines.

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE