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11 DEC -1 PM 3: 19

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December 1, 2011

Ms. Ann Cole, Director  
Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center  
Room 110  
Tallahassee, FL 32399-0850

**HAND DELIVERY**

Re: Docket No. 100085-WU

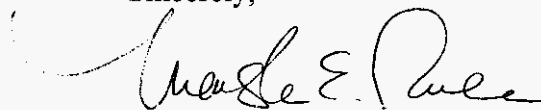
Dear Ms. Cole:

Enclosed for filing on behalf of Black Bear Reserve Water Corporation are the original and four copies of the Water Tariff.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Sincerely,



Marsha E. Rule

MER/fl  
Enclosures

- COM \_\_\_\_\_
- APA \_\_\_\_\_
- ECR 1+3 tariffs fwd.
- GCL \_\_\_\_\_
- RAD \_\_\_\_\_
- SRC \_\_\_\_\_
- ADM \_\_\_\_\_
- OPC \_\_\_\_\_
- CLK \_\_\_\_\_

DOCUMENT NUMBER DATE  
08725 DEC-1 =  
FPSC-COMMISSION CLERK

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

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Wayne Smith  
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Secretary  
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NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION  
WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 654-W

COUNTY - LAKE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-11-0478-PAA-WU	11/24/2011	100085-WU	Original Certificate

(Continued to Sheet No. 3.1)

Wayne Smith  
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Secretary  
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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-11-0478-PAA-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.

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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

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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" - A 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  
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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  
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NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

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Wayne Smith  
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NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

(Continued from Sheet No. 6.0)

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Wayne Smith  
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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  
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Secretary  
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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  
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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  
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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  
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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. A list of approved contractors is available from the Company.

Wayne Smith  
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Secretary  
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NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION

WATER TARIFF

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Wayne Smith  
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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 - December 5, 2011

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 - December 5, 2011

TYPE OF FILING - Original Certificate

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ORIGINAL SHEET NO. 15.0

NAME OF COMPANY BLACK BEAR RESERVE WATER CORPORATION  
WATER TARIFF

HELD FOR FUTURE USE

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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 - December 5, 2011

TYPE OF FILING - Original Certificate

Wayne Smith  
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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 - December 5, 2011

TYPE OF FILING - Original Certificate

Wayne Smith  
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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 - December 5, 2011

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 - December 5, 2011

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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 - December 5, 2011

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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**

#7



**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  
 13825 US HWY 19 SUITE 301  
 HUDSON, FL 34667  
 (877) 352-8845

PHONE (877) 352-8845  
 FAX (877) 352-8845  
 E-MAIL

	METER READING		USED	CHARGES
	CURRENT	PREVIOUS		
Usage	22820	18380	4,440	
Base Fee				29.31
Credit				(0.40)

Black Bear Reserve Water Corporation

CUSTOMER ACCOUNT [REDACTED]	PAY AMOUNT AFTER DISCOUNT 11.25.11
NET AMOUNT TO BE PAID 28.91	GROSS AMOUNT TO BE PAID 33.91

MAIL THIS STUB WITH YOUR PAYMENT

Service From 9/30/2011 TO 10/31/2011 [REDACTED] 11/2/11

DAY	PERIOD	CLASS	TOTAL DUE UPON REPORT	LATE CHARGE AFTER DUE DATE	PAST DUE AMOUNT
10	31	1	28.91	5.00	36.91

Due: 11-25-2011  
 727-869-4331

[REDACTED]  
 EUSTIS FL 32736

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 construction as set forth on Tariff Sheet No. 20.0. New construction will also be required to donate on-site and off-site water lines or pay the main extension charge shown on Tariff Sheet No. 20.0.

Wayne Smith  
ISSUING OFFICER  
Secretary  
TITLE