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Ms. Blanca Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

960274-WS

RE: Application for the Transfer of BCD Industries to the City of Kissimmee

Dear Ms. Bayo:

Enclosed please find the original and five (5) copies of the Application for the Transfer of BCD Industries, Inc. to the City of Kissimmee.

If additional information is needed, please do not hesitate to contact me.

Sincerely,

 maps to WAW

John R. Marks, III

JRM/lcg
Enclosures

RECEIVED & FILED

FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
02607 MAR-4 96
FPSC-RECORDS/REPORTING

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

(Pursuant to Section 367.071(4)(a), Florida Statutes)

TO: Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the approval of the transfer of part (~~all~~ or part) of the facilities operated under Water Certificate No. 122-W and/or Wastewater Certificate No. 89-S located in Osceola County, Florida, and submits the following:

PART I APPLICANT INFORMATION

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

BCD Industries, Inc.

Name of utility

(407) 846-3095

Phone No.

(407) 846-3252

Fax No.

1254 S. Bermuda Avenue

Office street address

Kissimmee,

FL

34741

City

State

Zip Code

Same

Mailing address if different from street address

N/A

Internet address if applicable

- B) The name, address and telephone number of a representative of the utility to contact concerning this application:

Thomas E. Chalifoux, Jr.

Name

(407) 846-0977

Phone No.

1254 S. Bermuda Avenue

Street address

Kissimmee, FL

City

State

34741

Zip Code

C) The full name, address and telephone number of the governmental authority:

Department of Water Resources
Name of utility

(407) 847-2821, ext. 2160 (407) 847-7945
Phone No. Fax No.

1100 N. Main St., Suite A
Office street address

Kissimmee, FL 34744-4283
City State Zip Code

(Same)

Mailing address if different from street address

Internet address if applicable

D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

Brian L. Wheeler (407) 847-2821
Name Phone No.

1100 N. Main Street, Suite A
Street address

Kissimmee, FL 34744-4283
City State Zip Code

PART II FINANCIAL INFORMATION

- A) Exhibit A - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.
- B) Exhibit B - A statement regarding the disposition of customer deposits and the accumulated interest thereon.
- C) Exhibit C - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

- D) Exhibit D - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.
- E) Indicate the date on which the buyer proposes to take official action to acquire the utility:

_____ E _____.

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.
IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION

A) **TERRITORY DESCRIPTION**

Exhibit F - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should **NOT** refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

B) **TERRITORY MAPS**

Exhibit G - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the remaining territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

C) **TARIFF SHEETS**

Exhibit H - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 9-10.) Sample tariff sheets are attached. (Pages 11-14.)

PART IV AFFIDAVIT

I Thomas E. Chalifoux, Jr. (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

BY:

Thomas E. Chalifoux, Jr.
Applicant's Signature

Thomas E. Chalifoux, Jr.

Applicant's Name (Typed)

President

Applicant's Title *

Subscribed and sworn to before me this 31st day
of January 19 96.



DEBORAH L LANIER
My Commission CC358808
Expires Mar. 17, 1998
Bonded by ANB
800-852-5878

Deborah L. Lanier
Notary Public

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

Exhibit A

**CITY OF KISSIMMEE
AGREEMENT FOR SALE AND PURCHASE**

**PURCHASE OF WATER AND SEWER SYSTEMS
FROM BCD, INC.
A FLORIDA CORPORATION**

9th DAY OF January, 1996

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- EXHIBIT 24 Form of Bill of Sale and Acceptance
- EXHIBIT 25 Form of Assignment and Assumption of Agreements

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into this ____ day of _____, 19____, by and between BCD Industries, Inc., a Florida corporation ("Seller"), and the City of Kissimmee, a Florida municipal corporation, by and through its City Commission ("City").

WITNESSETH:

Seller is the owner of a private utilities system which includes water supply, treatment and distribution systems (hereinafter more particularly collectively defined as the "Water System") and sewage collection, treatment and disposal systems (hereinafter more particularly collectively defined as the "Sewer System"); and

Seller is also the owner of certain Certificates of Public Convenience and Necessity issued by the Florida Public Service Commission under which it holds the exclusive right to provide water supply, treatment and distribution services and sewage collection, treatment and disposal services within a specified geographical service area located within Osceola County, Florida; and

City is also engaged in providing public utilities and is the owner of water supply, treatment and distribution systems and sewage collection treatment and disposal systems which are operated for the benefit of the residents of the City of Kissimmee, Osceola County, Florida; and

City deems it desirable for the health and welfare and otherwise in the best interests of the residents of the City of

Kissimmee and Osceola County that the City purchase and acquire the Water System and the sewer system (hereinafter more particularly jointly defined as the "System") as additions to the City's utility systems; and

City desires to purchase the Systems and other assets from Seller, and Seller is willing to sell the Systems and other assets to the City.

NOW THEREFORE, for and in consideration of the premises hereof, the mutual covenants and agreements herein set forth, and other good and valuable considerations, the parties hereto do covenant, stipulate and agree as follows, to wit:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, the following terms and phrases shall have the meanings and definitions hereinafter specified in this Article 1:

1.01 Agreement. "Agreement" shall mean this Agreement for Sale and Purchase.

1.02 City's Consulting Engineers. "City's Consulting Engineers" shall mean CH2M Hill, of Orlando, Florida.

1.03 Closing. "Closing" shall mean the consummation of the transaction contemplated in this Agreement, as more fully described in Article 8.

1.04 Closing Date. "Closing Date" shall mean the date more particularly specified in Section 8.01 hereof upon which the sale and purchase transaction contemplated in this Agreement shall be

closed and title to the Subject Assets shall be conveyed by Seller to City.

1.05 Connection. "Connection" shall mean the physical connection of on-site user distribution or collection service laterals to the distribution or collection mains of either the water system or sewer system in such fashion that the particular system is immediately capable of providing the particular type of utility service contemplated to be provided to a user facility through such service laterals. All water connections shall include a meter, meter box and service lateral.

1.06 Contributions In Aid of Construction. The term "Contributions in Aid of Construction" and its abbreviation "CIACs" shall mean those sums of money paid or payable to Seller by developers pursuant to the Developers agreements, and by other owners of real property within Seller's service area, which entitle the parties paying the same to future Connections.

1.07 GPD. "GPD" shall mean gallons per day on an annual average basis.

1.08 Gross Revenue. "Gross Revenue" shall mean all revenues derived by Seller from operation of the System (excluding investment earnings, impact fees and other non-operating revenues).

1.09 Interlocal Agreement. "Interlocal Agreement" shall mean that certain agreement described in Paragraph 7.02C hereof.

1.10 MGD. "MGD" shall mean million gallons per day on an annual average basis.

1.11 Net Revenues. "Net Revenues" shall mean gross revenues derived by City from operation of the System (excluding investment earnings, impact fees and other non-operating revenues) less operation and maintenance expenses.

1.12 Other Assets. "Other Assets" shall mean all licenses, permits, permit applications, engineer's certificates, manufacturers' and contractors' warranties and other intangible assets presently owned by Seller and used in operating the Systems, including but not limited to record drawings and reproducibles, engineering and soil reports, operations and maintenance manuals, inventory of goodwill and customer list; the foregoing is specifically limited to the assets identified in Exhibit "2" attached hereto.

1.13 Permitted Exceptions. "Permitted Exceptions" shall be only those title objections specifically consented to by the City.

1.14 PSC. "PSC" shall mean the Florida Public Service Commission.

1.15 Purchase Price. "Purchase Price" shall mean the sum described in Article 3 below.

1.16 Real Property. "Real Property" shall mean all real property leased, used, or owned by Seller in connection with its operation of the Systems, including easement rights and possessory rights in property.

1.17 Seller. "Seller" shall mean BCD Industries, Inc.

1.18 Sewer System. "Sewer System" shall mean Seller's sewage collection system, and all structures, improvements, fixtures and

components located thereon and therein including all collection and transmission lines, mains, valves, pumps, lift stations, manholes and other physical facilities and property owned by Seller located on or within easement areas in which such facilities are installed, and all tangible personal property owned by Seller used in connection with Seller's sewage collection system and all additions thereto from the date hereof to the Closing Date; all as more particularly described on Exhibit "3" attached hereto. Attached as Exhibit "3-A" hereto is a list of all structures, improvements, fixtures and components which are part of Seller's sewage collection, treatment and disposal system as described above, but not owned by Seller.

1.19 Subject Assets. "Subject Assets" shall mean the Sewer System, the Water System and the Other Assets, as well as all other items disclosed pursuant to Section 5.01 hereof except those specified in Exhibit "5".

1.10 Systems. "Systems" shall mean the Water System and the Sewer System.

1.21 Water System. "Water System" shall mean Seller's water supply, treatment, storage and distribution system, including all structures, improvements, fixtures and components located thereon and therein pertaining to the Water System, including wells, pumps and storage tanks and all supply, transmission and distribution lines, mains, valves, pumps, pumping stations, meters and fire hydrants and other physical facilities and property located on or within easement areas in which such facilities are installed, and

all tangible personal property used in connection with Seller's water supply, treatment and distribution system and all additions thereto from the date hereof to the Closing Date; all as more particularly described on Exhibit "4" attached hereto. Attached as Exhibit "4-A" hereto is a list of all structures, improvements, fixtures, and components which are part of Seller's water supply, treatment, and distribution system as described above, but not owned by Seller.

ARTICLE 2 - AGREEMENT TO SELL AND PURCHASE

Seller hereby agrees to sell the Subject Assets to City, and City hereby agrees to purchase the Subject Assets from Seller, for the Purchase Price and upon the terms and subject to the conditions and other provisions hereinafter set forth. The assets to be conveyed hereunder are not all of the tangible or intangible assets owned or used by Seller in its business. Those assets owned or used by seller which are not included in the purchase are listed Exhibit "5" attached hereto.

ARTICLE 3 - PURCHASE PRICE

3.01 Purchase Price. Subject to modifications and proportions provided hereinafter the City shall pay to the Seller:
(i) a cash price of \$540,000.00; (ii) water and sewer allocations in the amount of 15,000 gpd in the Sandhill Road Water Reclamation Facility and Northwest Water System for BCD Industries to assign to property within the certificated services area of BCD; and, (iii)

a cash payment to the Seller for the positive difference between the actual cost to:

- (a) connect the BCD sewage collection system to the City's sewage collection system ~~and~~ *estimated to be \$100,000; and* *BRAN 11/17/96*
- (b) abandon the water treatment and well ~~and the~~ *and the* City's allocation of \$~~25,000~~ for such ~~connections and~~ abandonments. *J.C. 1/3/96*

3.02 Payment. On the Closing date, City shall pay to Seller, by warrant or wire transfer drawn on current and available funds in an Osceola County bank, the entire cash Purchase Price. Separately on the closing date, the City shall provide certified documentation to the Seller of 15,000 GPD of water and sewer capacity in the respective City Facilities which provide service to ~~the 27 acres~~ *within P.L. property* *11/19/96* ~~owned by the Seller~~ in the BCD Service area. Within twelve months after closing, the City shall pay to Seller by check, the positive difference, if any, between the actual cost of connection and abandonment as outlined in 3.01. *J.C. 1/3/96*

ARTICLE 4 - DEVELOPERS AGREEMENTS

4.01 No Developers Agreements. The Seller warrants that there are no existing Developer Agreements. The Seller also warrants that there are no existing agreements for services or commitments from BCD which are continuing or outstanding.

ARTICLE 5 - DISCLOSURE, INSPECTION AND AUDIT

5.01 Disclosed Information. Prior to or simultaneously with the execution of this Agreement, Seller shall make available to

City, at Seller's office in Osceola County, Florida, during regular office hours, for its review and approval the information and documents listed below. Following City's approval, all such acceptable information and documents, whether attached as Exhibit or incorporated herein by reference, and to the extent permitted by law, all rights, privileges, immunities, consents, licenses, permits, leaseholds, easements and rights-of-way evidenced by such documents, shall become Subject Assets. All information and documents disclosed herein or attached as Exhibits shall be updated and delivered to City as of the Closing Date.

A. PSC Certificates. A list and copies of all Certificates of Public Convenience and Necessity issued to Seller by the PSC pursuant to which it is authorized to provide water treatment and distribution and sewage collection, treatment and disposal services to the public within Seller's service area. Said list is attached hereto as Exhibit "9."

B. Service Area. A description of the territory or service area which Seller is entitled to serve under its Certificates of Public Convenience and Necessity. Said map is attached hereto as Exhibit "10."

C. Permits and Approvals. A list and copies of all permits and approvals under which Seller is currently operating the System (other than PSC certificates) together with effective dates and expiration dates. Said list is attached hereto as Exhibit "11."

D. Real Property; Easements. A list of all Real Property and a list and copies of all easements owned by the Seller or used

by it in connection with its operation of the Systems. Copies of said lists are attached hereto as Exhibits "12" and "13." A list of Real Property excluded from the Agreement is attached hereto as Exhibit 12A.

E. Easement Maps. A map showing all easements and rights-of-way owned or used by Seller and not shown on recorded plats. A list of all easements and rights-of-way owned or used by Seller and shown on recorded plats. A copy of said list is attached hereto as Exhibit "14." Each owned easement is specifically identified as such.

F. Plans and As-Built. A list and copies of all plans and as-built surveys in Seller's possession relating to the Systems. A copy of said list is attached hereto as Exhibit "15."

G. Water System Map. A map showing location of the Water System as now constructed. A copy of said map is attached hereto as Exhibit "16."

H. Sewer System Map. A map showing location of the Sewer System as now constructed. A copy of said map is attached hereto as Exhibit "17."

I. Officers, Directors, Shareholders. The names, addresses, and offices of all officers, directors, and shareholders of Seller. A list containing such information is attached hereto as Exhibit "18."

J. Specifications. All specifications in Seller's possession relating to the Systems.

K. Other Agreements. A list and copies of all other agreements between Seller and other parties which are or may be an encumbrance upon the Subject Assets or a liability or obligation of Seller as of the execution hereof. A copy of said list is attached hereto as Exhibit "19."

L. Customers. A complete list of the names, account numbers and service addresses of all customers served by the Systems. Said list shall show the security deposit held for each customer.

M. Connection Chart. A chart showing all Connections for utility users, the names of such users and the location and description of each Connection. A copy of said chart is attached hereto as Exhibit "20."

N. Rates. A schedule of all rates, charges, fees, and policies under which the Company is currently operating the Systems. A listing of said rates, charges and fees is attached hereto as Exhibit "21."

O. Financial Statements and Reports. Copies of PSC Annual Financial Reports for the years 1992 through 1995.

P. All correspondence, engineering reports, and legal documents related to the operation of the Water System and Sewer System.

5.02 Inspection of Disclosed Information. Upon execution hereof Seller shall make available to City all of the lists, documents and information attached as Exhibits or incorporated herein by reference. City shall have thirty (30) days from the date of receipt of required documents and information to examine said docu-

ments and review said information and advise Seller of its approval and acceptance or any objections thereto. If City does not make objections within such thirty (30) day time frame, the City shall be deemed to have accepted such documents and information. In the event City objects to any of the same and Seller is unwilling or unable to overcome such objections prior to the Closing Date, then City may elect either (i) to close the purchase hereunder notwithstanding such objections, or (ii) terminate this Agreement by written notice to Seller, in which case this Agreement shall be null and void and neither party shall have any further obligations hereunder.

5.03 Inspection of Systems. City and its agents employees and other representatives, shall have the right, with adequate notice, to enter upon the Real Property at all reasonable times prior to the Closing Date for the purpose of inspecting the System and conducting such studies, test and examinations as City deems reasonably necessary or appropriate to conclude the purchase contemplated herein; provided, however, that all such activities shall be at the sole cost and expense of City, and City shall protect, defend, indemnify and hold harmless Seller, its employees, agents, successors and assigns from any and all liabilities, actions, suits, mechanics' lien claims, judgments, losses, costs, expenses (including, without limitation, reasonable attorney's fees and all costs and fees on appeal), claims and demands whatsoever incurred or suffered by or made against Seller, its employees, agents, successors, and assigns, arising out of, or in connection with any

such activities by or on behalf of City. After all such tests and investigations are completed, City shall promptly restore System to the condition they were in prior to such tests and investigations. Notwithstanding anything herein to the contrary, City shall not be entitled to possession of the System prior to Closing except for the aforementioned investigation purpose.

5.04 PSC Annual Reports. Upon City's execution of this Agreement, Seller shall provide the City's finance department copies of the Systems' PSC Annual Reports for the three (3) fiscal years ending December 31, 1993, 1994, and 1995. Seller shall also provide a schedule of Gross Revenues for the twelve (12) months ended December 31, 1995.

ARTICLE 6 - CONDITION OF ASSETS

The condition of the property, plant and equipment included in the Subject assets in service on the Closing Date will be, operable and reasonably acceptable, except as noted in the report of City's Department of Water Resources to be issued as a result the information under disclosed paragraphs 5.01 and 5.02 above.

Notwithstanding the foregoing, Seller agrees to assign to City any and all rights that Seller may have against any engineer or other professional that certified to Seller the construction or operation of the System. Seller agrees to intervene or enforce any such rights in the event it is ever determined that City has no standing to enforce the rights assigned under this Article, provided Seller will not have any liability as provided in the Article

and provided City will be responsible for all expenses, including costs and attorneys fees, arising out of Seller's enforcement of such rights at City's request. The provisions of this Article shall survive the Closing or any termination of this Agreement.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

As an inducement to the execution, delivery and performance of this Agreement and the consummation of the sale and purchase transaction contemplated herein, the respective parties hereby make the following representations, warranties and agreements to the best of their respective knowledge and belief.

7.01 Seller's Representations. Seller hereby represents and warrants to and agrees with City as follows:

A. Organization and Standing. Seller has been organized under the laws of the State of Florida, validly exists and is in good standing in the State of Florida.

B. Due Authorization. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated herein have been duly authorized by all requisite corporate action and such due authorization will remain in full force and effect on the Closing Date.

C. Title. As of the Closing Date Seller will be the lawful owner of Subject Assets and may lawfully sell Subject Assets and convey good and marketable title thereto, excluding the Real Property as listed in Exhibit 12A attached, to City subject only to the Permitted Exceptions.

D. Transition. Between the date hereof and the Closing Date, Seller hereby grants to City access to its employees, books, records, files and premises to enable City to prepare for ownership and operation of the Systems and to plan and design the transition, improvements and changes necessary to merge the Subject Assets purchased hereunder with City's water and sewer system; provided such entry shall be at reasonable times, after reasonable notice and does not unreasonably interfere with the operation of Seller's business.

E. No Default. Neither the execution of this Agreement nor consummation of the transaction contemplated herein shall constitute a default under or breach of any other contract to which Seller is a party.

F. No Other Contracts. There are no other Agreements or obligations which encumber Subject Assets or which would impose any obligation after the Closing Date on City other than those disclosed herein. There are no service commitments or reservations of capacity.

G. Records and Reports. To the best of Seller's knowledge and belief it has maintained its records in accordance with all applicable requirements of Florida law. All reports required by law to be filed have been and will be as of the Closing Date timely filed. There are no other records or reports relating to the Systems, permits, service interruptions, accidents, complaints, customer accounts, engineering or environmental matters maintained or required to be maintained other than those which Seller has made or

will make available to City for inspection. Seller agrees to maintain its files, records and reports not transferred to City at Closing in accordance with PSC regulations. All files records and reports shall be made available to City for inspection and copying upon request, provided such request is reasonable and all costs are paid by City. Seller agrees to notify City prior to discarding any files, records or reports so that City may elect to receive such materials as City property.

H. No Suits or Regulatory Matters. There are no outstanding, pending or threatened suits or claims and no outstanding, pending or threatened regulatory proceedings against, by or affecting Seller in any court or before any governmental agency which might have a materially adverse effect on this transaction or the Subject Assets. All existing suits, claims and regulatory proceedings are listed in Exhibit "22" attached hereto.

I. Zoning. To the best of Seller's knowledge and belief the parcels of real property within which the Systems are located have been zoned by the appropriate authorities under zoning classifications which permit the use of such parcels for the Water System or the Sewer System, as the case may be.

J. No Broker. In connection with the purchase and sale transaction contemplated herein, no person has been or will be employed or paid in money or material benefit by or on behalf of Seller to procure this transaction. Seller has not listed the Subject Assets with any broker or finder, and to the best of Seller's knowledge, no broker, finder or other person will be entitled to

claim any commission, fee, payment or material benefit with respect to the purchase and sale hereunder.

K. No Acceptance of Prepayments. Between the date hereof and the Closing Date, Seller has not and will not accept any prepayments of CIACs.

L. No New Long-Term Service Agreements. Between the date hereof and the Closing Date, Seller has not and will not enter into any agreement with any third party or parties granting any right to future connections (provided, however, new Developers' Agreements for future Connections may be entered into under terms and conditions approved by City, and with City's written approval).

M. Change of Conditions. If, prior to the Closing Date, any event shall occur relating to or affecting the Subject Assets or the transaction contemplated by this Agreement which might result in an adverse change of condition of a material nature, Seller will promptly notify City in writing of circumstances and details of such event.

N. Systems Within Easements. Seller owns or leases all the real property, easements and rights-of-way necessary to operate and maintain the Systems except for parts located in public rights-of-way. The Systems as now constructed are located within said real property, easements and rights-of-way. As for parts located in public rights-of-way, Seller has obtained necessary approvals from appropriate governmental agencies. Seller will reimburse City for the cost of acquiring any real property, easements or rights-of-way or for the relocation of any part of the Systems if required as a

result of failure of this representation and not otherwise compensated by title insurance.

O. Opinion. On the Closing Date seller will cause to be delivered to City the written opinion of counsel to Seller stating that all statutory, contractual and corporate prerequisites to Seller's execution, delivery and performance of this Agreement have, in fact, been taken by Seller, and that this Agreement, and from and after the Closing date, Seller's performance of its obligations hereunder are legal, valid and binding upon Seller.

P. Indemnification. Seller hereby agrees to save and hold City harmless from, and to indemnify City against, any and all losses or damages (including, but not limited to attorney's fees) suffered by City resulting from:

(i) Any misrepresentation by Seller of a material fact contained in this Agreement;

(ii) Any breach of the representations or warranties made by seller pursuant to this Agreement;

(iii) Any and all acts of Seller arising prior to Closing (unless City specifically assumes such liability under this Agreement), including but not limited to claims by developers or customers.

7.02 City's Representations. City hereby represents and warrants to and agrees with Seller, as follows:

A. Prerequisites. City has taken and will take all actions and proceedings, including adoption of appropriate resolutions rea-

sonably required to be taken in its execution and performance of this Agreement.

B. Interlocal Agreement. City has entered into an Interlocal Agreement with Osceola County and a copy is attached as Exhibit "23".

C. Opinion. On the Closing Date, City shall cause to be delivered to Seller the written opinion of City Attorney stating inter alia that all constitutional, statutory and contractual prerequisites to City's execution, delivery and performance of this Agreement have, in fact, been taken by City, and that this Agreement and, from and after the Closing Date, City's performance of its obligations hereunder are legal, valid and binding upon City provided that no opinion will be expressed as to any obligation of City to indemnify Seller or hold Seller harmless contained in Section 4.02.

D. No Broker. In connection with the purchase and sale transaction contemplated herein, no person has been or will be employed or paid in money or material benefit by or on behalf of City to procure this transaction. City has not contacted any broker or finder and, to the best of City's knowledge, no broker, finder or other person will be entitled to claim any commission, fee, payment or material benefit with respect to the purchase and sale hereunder.

E. Indemnification. City hereby agrees to save and hold Seller harmless from and to indemnify Seller against, any and all losses or damages suffered by seller resulting from:

(i) Any misrepresentation by City of a material fact contained in this Agreement;

(ii) Any breach of the representations or warranties made by City pursuant to this Agreement;

(iii) Any and all acts of City arising after Closing (unless Seller specifically assumes such liability under this Agreement).

F. Compliance with Law. City shall comply with Section 367.071(3)(a), Florida Statutes, and supply to Seller the documents needed for Seller to comply with section 25-30.041(c), Florida Administrative Code.

7.03 Employees. Seller shall indemnify, defend and hold City harmless from and against any and all claims, demands judgments, or expenses of any kind incurred by City arising out of any claims by employees of Seller arising or accruing prior to the time of Closing hereunder or relating to any pre-closing time period, event or omission.

ARTICLE 8 - CLOSING

8.01 Place and Time. The closing of the sale and purchase transaction contemplated herein shall take place at City Hall, Kissimmee, Florida, or at such other place as the parties may agree upon, on the date and at the time specified by City in a written notice given to Seller not less than ten (10) days prior to the specified Closing Date, but in any event prior to March 1, 1996.

8.02 Conveyances of Title. Seller shall convey title to the Subject Assets to City on the Closing Date. Title to all tangible personal property contemplated to be sold and purchased hereunder shall be conveyed by Seller by Bill of Sale (in substantially the same form as that attached as Exhibit "24" hereto), free and clear of all liens and encumbrances. A complete (itemized) inventory of such personal property shall be attached. Title to the Other Assets contemplated to be sold and purchased hereunder shall be conveyed by Seller by unconditional assignment, free and clear of all liens and encumbrances, to the extent, but only to the extent, that the same are assignable. Seller shall also furnish to City at Closing a mechanic's lien affidavit as to personalty insuring and indemnifying City against any such liens or claims and record searches showing no outstanding financing statements pursuant to the UCC as to personalty.

8.03 Transfer of Agreements. On the Closing date, Seller will assign the Agreements to City and City will accept such agreements, all in substantially the same form as attached hereto as Exhibit "25". Notwithstanding anything to the contrary appearing in this Agreement, City will not and shall not assume the benefits or burdens of any oral contract.

8.04 Closing Costs. Seller shall pay, without limitation, the costs of recording any releases, satisfactions or corrective instruments required to enable it to convey the title to the Subject Assets herein required to be conveyed. The cost of recording the instruments of conveyance shall be paid by City.

8.05 Prorations. The following shall be prorated:

A. Taxes. Personal property taxes on Subject Assets shall be prorated between the parties as of the Closing Date. Said taxes shall be based on the current year's taxes with due allowance made for maximum allowable discount and exemptions allowed for said year. If closing occurs on a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax; provided, however, if there are completed improvements on the property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment. However, any tax proration based on an estimate may at request of either City or Seller be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is set forth in closing statement. The Seller shall pay the Public Service Commission Annual Fee.

B. Utilities. Telephone, electric utility and any other utility service used in operation and maintenance of the Water System shall not be discontinued as of the Closing Date upon

request by City; provided, however, all charges for such services shall be prorated as of the Closing Date. Utility deposits shall be the property of Seller.

8.06 Special Assessment Liens. Certified, confirmed and ratified special assessment liens as of date of Closing are to be paid by Seller. Pending liens as of date of Closing shall be assumed by City, provided, however, that if the improvement had been substantially completed as of the date hereof, such pending lien shall be considered as certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate by the public body of assessment for the improvement.

8.07 Accounts Receivable and Customer Deposits. Seller warrants that there are no customer deposits.

On or about the Closing Date, Seller and City jointly shall cause the meter for each customer's water and/or sewer account to be read. Seller shall promptly thereafter bill and collect its charges for water and sewer service up to the joint meter reading date. Seller shall neither bill nor collect any charges for services rendered to customers served by the Systems after the joint meter reading date. In the event any customer of the Systems does not pay his respective final bill for water and/or sewer service within thirty (30) days after such bill is rendered, including all prior delinquent accounts, if any, City agrees that, at any time thereafter, if reasonable efforts at collection have been made by Seller and failed, and upon written request from Seller, City will interrupt water service to any such delinquent customer until all

of said charges have been paid or a period of One Hundred Twenty (120) days has elapsed, whichever may occur first. City shall have no liability for such delinquent accounts.

8.08 Risk of Loss. If the Subject Assets, or any parts thereof, are damaged by fire or other casualty prior to the Closing Date, Seller, at its expense, shall replace, repair and/or restore the same. If such replacement, repairs and/or restoration have not been completed on or prior to the Closing Date specified in accordance with the provisions of Section 8.01 hereof, then the Closing Date shall be extended to the date (not later than April 30, 1996) five (5) days after the date such repairs or restoration are completed. If Seller fails to complete such replacement, repairs and/or restoration prior to April 15, 1996, then City shall have the right to complete the same and receive a credit against the Purchase Price for all reasonable costs incurred by City in completing such replacement, repairs and/or restoration. Without limiting the foregoing, it is understood and agreed that Seller shall replace or repair any tangible personal property included in the Subject Assets if such property becomes lost, stolen or damaged before Closing.

8.09 Time. Time is of the essence of this Agreement and of the Closing Date hereunder. Any time period provided for herein which shall end on a Saturday, Sunday or state or federal holiday shall be extended to 5:00 p.m. of the next full business day.

ARTICLE 9 - CONDITIONS PRECEDENT TO CLOSING

9.01 Conditions Precedent to City's Performance. All obligations of City under this Agreement are subject to fulfillment prior to or on the Closing Date of the following conditions:

A. Disclosures True. To the best of its knowledge and belief, all disclosed information, representations and warranties of Seller contained in this Agreement shall be complete, true and correct on the Closing Date the same as though made on and as of such date.

B. Performance. Seller shall have performed all obligations on its part required to be performed on or prior to the Closing Date.

C. Title. Seller shall have good and marketable title to the Subject Assets on the Closing date free and clear of all liens and encumbrances whatsoever except for the Permitted Exceptions and liens and encumbrances which will be paid in full by Seller at Closing.

D. Condition of Assets. The Subject Assets shall, on the Closing Date, be in substantially the same condition as reflected in the report of the City's Water Resources to be issued as a result the information under disclosed paragraphs 5.01 and 5.02 above, ordinary wear and tear excepted. The Systems shall be operable and operating without any interruptions of service on the closing Date.

E. Compliance. Seller has complied with and will at the closing Date be in compliance in all respects with this Agreement,

all permits, licenses and franchises, and all provisions of applicable law.

F. Opinion. Seller shall have delivered to City on the Closing Date the opinion of counsel required under Paragraph 9.02C hereof.

G. Permits and Certifications. Seller shall have renewed any and all PSC Certificates permits and approvals listed in Exhibits 9 and 11 as they become subject to renewal, including any which would expire within ninety (90) days after Closing.

H. Transfer. Seller has obtained and will do all things necessary and required by law to transfer all permits to City.

I. No Material Change. As of the Closing date, there shall have been no material adverse change in applicable law or in the business of Seller or the Subject Assets.

J. Subject Assets. Seller shall have tendered conveyance of the subject Assets on or before the Closing Date.

9.02 Conditions Precedent to Seller's Performance. All obligations of seller under this Agreement are subject to fulfillment prior to or on the Closing Date of the following conditions, to wit:

A. Representations True. To the best of its knowledge and belief, all representations and warranties of City contained in this agreement shall be complete, true and correct on the Closing date the same as though made on and as of such date.

B. Performance. City shall have performed all obligations on its part required to be performed on or prior to the Closing Date.

C. Opinion. City shall have delivered to seller on the Closing Date the opinion of counsel required under Paragraph 8.02B hereof.

D. Purchase Price. City shall have tendered Purchase Price to Seller on or before the Closing Date.

ARTICLE 10 - DEFAULT AND REMEDIES

In the event the purchase and sale hereunder is not closed by reason of City's breach or default of its obligations under this Agreement, Seller shall have the option to cancel this Agreement, but such cancellation shall not preclude Seller from the exercise of any remedy allowed by law or equity, including damages or specific performance.

In the event the purchase and sale hereunder is not closed by reason of Seller's breach or default of its obligations under this Agreement, City shall have the option to cancel this Agreement, but such cancellation shall not preclude City from (i) a suit for specific performance in the case of Seller's default, or (ii) a suit for damages in the case of a misrepresentation by seller of any material fact contained in this Agreement or any breach of the representations or warranties made by seller pursuant to this Agreement. Notwithstanding the foregoing, in the event that as of the Closing Date any of the conditions to City's obligations set

forth in Paragraphs 9.01 B, E, F and H are not fulfilled or satisfied, then City shall either waive the same or, as its sole remedy, terminate this Agreement by written notice to Seller.

In the event that litigation occurs between the parties hereto with respect to the interpretation or enforcement of this Agreement, either before or subsequent to the closing Date, the prevailing party or parties in such litigation, including any and all appeals therefrom, shall be entitled to recover from the losing party all reasonable attorneys' fees and costs incurred by the prevailing party or parties in the course of such litigation.

ARTICLE 11 - INTERIM OPERATION AND RESERVATION POLICY

11.01 Operation. In the interim between the execution of this Agreement and the Closing hereunder, Seller will maintain and operate the Systems in a normal, proper and reasonable manner in accordance with all applicable laws and regulations to the end that the value of the Subject Assets shall not be diminished other than by normal wear and tear. Seller represents that the Systems are presently and shall be at the time of Closing operational and functional to City as contemplated by this Agreement. Seller shall not, without the written consent of City, dispose of or encumber any of the assets or property to be sold hereunder except in ordinary course of business.

11.02 Reservation Policy. From the date hereof until Closing, City and Seller shall jointly make provisions for service to any new customer or additional requirements of existing customers.

Availability of such additional service shall be conditional on availability of service after Closing. All reservation contracts entered into shall be administered by City in the name of City and comply with the City's reservation policy. All reservation fees collected shall be placed in an escrow account to be disbursed to City upon Closing. If Closing shall not occur, the funds in said escrow account shall be returned to the prospective customer.

ARTICLE 12 - RETAINED REAL PROPERTY

12.01 Retained Real Property. The Seller shall retain ownership of the real property utilized in connection with the Seller's Wastewater Treatment System.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.01 Survival of Agreement After Closing and Further Deeds. Unless otherwise limited herein, all representations, warranties, covenants and agreements made herein by either party shall survive the Closing Date and continue in full force and effect. After closing, each party agrees to execute such further instruments and take such further actions as the other party may reasonably request in order to effect the complete consummation of the transactions contemplated herein.

13.02 No Other Agreements. This Agreement and the Memorandum of Understanding between the parties of even date herewith supersedes all prior discussions and agreements between Seller and City and contains the sole and entire agreement between the parties

hereto with respect to the sale and purchase transaction contemplated herein.

13.03 Modification. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing, executed by the party to be bound thereby.

13.04 Not Assignable. This Agreement shall not be assignable by Seller or City without the prior written consent of the other party.

13.05 Governing Law. The law of the State of Florida shall govern the construction and enforcement of this Agreement.

13.06 Counterparts and Headings. This agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

13.07 Notice. Any notice or other document to be given hereunder by either party to the other shall be in writing and shall be delivered personally or sent by certified United States Mail with return receipt requested, postage prepaid.

If to seller, such notice shall be addressed to:

BCD INDUSTRIES, INC.
1254 S. Bermuda Avenue
Kissimmee, Florida 34746

Attention: Thomas A Chalifoux, Jr., President

If to City, such notice shall be addressed to:

City of Kissimmee, Florida
Office of the City Manager

City Hall
101 N. Church Street
Kissimmee, Florida 34741

With a copy to:

John C. Lovett, Esquire
Katz, Kutter, Haigler, Alderman,
Marks, Bryant & Yon, P.A.
106 E. College Ave., Suite 1200
Tallahassee, Florida 32301

The date of any such notice and service thereof shall be the date when delivered or, in the absence of proof of delivery, shall be deemed to be three calendar days from the day of dispatch by mail provided that a copy is sent by an established national overnight courier for next business day delivery on the day of dispatch by mail. Either party may change its address for the purpose of notice by giving notice in accordance with the provisions of this Section.

13.08 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and, after the Closing Date, their respective successors and assigns.

13.09 Severability. If, for any reason, any provision in this Agreement is declared unlawful or invalid by a court of competent jurisdiction but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, such provision shall be deemed separate, distinct and severable from the other provisions of this Agreement and shall in no way affect the validity of the remaining provisions. In the event that either party reasonably deems such a judgment destroys the basis of the bargain between the parties,

the parties shall attempt to renegotiate a reformation of the Agreement and, failing that, either party may bring an action to reform the Agreement according to the intent and purposes of the Agreement.

13.10 Third Party Beneficiaries. This agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto.

13.11 Interests Transferred. The personal property and property interests to be conveyed and transferred hereunder are all of the assets owned by seller and used or useful in the provision of water and sewer services, except as otherwise specifically provided in this Agreement.

13.12 Approval by Parties. This Agreement shall not be binding upon the parties hereto until it has been approved by the City Commission of the City of Kissimmee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in four (4) counterparts as of the day and year first above written.

Seller hereby affirms that, at a duly constituted meeting of its Board of Directors on the 28 day of December, 1995, it approved the terms of this Agreement and the execution thereof and does hereby enter into this Agreement.

Walter J. Ford
Witness

Debra L. Lee
Witness

Seller:

BCD Industries, Inc.

By: [Signature]

The City of Kissimmee, Florida, hereby affirms that, at a duly constituted meeting of the City Commission on the 9th day of January, 1996, it approved the terms of this Agreement and the execution thereof by City of Kissimmee, Florida, and does hereby enter into this Agreement.

CITY COMMISSION OF THE CITY OF
KISSIMMEE

By: R. L. Dorset
Ron Dorset, Vice-Mayor

ATTEST:

Sandra L. Yeager
City Clerk, City of
Kissimmee, Florida

STATE OF FLORIDA
COUNTY OF OSCEOLA

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ron Dorset and Sandra L. Yeager as Vice-Mayor and City Clerk of the City of Kissimmee, a municipal corporation, to me personally known, this day acknowledged before me that they executed the foregoing contract, and that they affixed thereto the official seal of the said municipal corporation, and I further certify that I know said persons making the said acknowledgment to be the individuals described in and who executed the said contract. No oath was taken.

IN WITNESS, I have set my hand and official seal in said County and State this 10th day of January, 1996.



Gwendolyn A. Davis Wireins
Comm. No. CC 371253
My Comm. Exp. June 3, 1998
Bonded thru Dickar's Agency

Gwendolyn A. Davis Wireins
Notary Public, State of Florida
My Commission Expires: 6.3.98

STATE OF FLORIDA
COUNTY OF OSCEOLA

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ron Dorset and Sandra L. Yeager as Vice-Mayor and City Clerk of the City of Kissimmee, a municipal corporation, to me personally known, this day acknowledged before me that they executed the foregoing contract, and that they affixed thereto the official seal of the said municipal corporation, and I further certify that I know said persons making the said acknowledgment to be the individuals described in and who executed the said contract. No oath was taken.

IN WITNESS, I have set my hand and official seal in said County and State this 4th day of January, 1976.



DEBORAH L. LANIER
My Commission CC356808
Expires Mar. 17, 1998
Bonded by ANB
800-852-6878

Deborah L. Lanier
Notary Public, State of Florida
My Commission Expires:

STATE OF FLORIDA
COUNTY OF OSCEOLA

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM is made and entered into this 4TH day of ~~December~~ ^{JANUARY}, 1995, by and between the City of Kissimmee, Florida (the "City"), and BCD Industries, Inc. ("BCD"), a Florida corporation.

STATEMENT OF PURPOSE AND INTENT

The City wishes to acquire certain assets (the "Assets") from BCD including its rights to provide utility service within its present certificated service area, its water plant, distribution system, sewage collection system, easements, and other such assets. The City is negotiating with BCD to obtain a contract (the "Contract") for the purchase of the Assets. The City would pay for the Assets (i) a cash price of \$540,000.00; (ii) water and sewer allocations in the amount of 15,000 gpd in the Sandhill Road Water Reclamation Facility and Northwest Water System for BCD Industries to assign to property without the certificated services area of BCD; and, (iii) a cash payment to the Seller for the positive difference between the actual cost to:

- (a) connect the BCD sewage collection system to the City's sewage collection system ~~and~~ *and estimated to be \$100,000; and;* *By AJ
1/3/96*
- (b) abandon the water treatment and well and the City's allocation of ~~\$25,000~~ *\$25,000* for such ~~connections and~~ *connections and* abandonments. *CC
1/3/96*

(iv) BCD would retain ownership in its wastewater treatment plant site. Fidelity is the developer of a residential real estate project (the "Project") known as Sunset Lakes Subdivision which desires to obtain utilities to serve its development. The Project

is within the certificated service area of BCD for utilities purposes. BCD and the City desire to reach an agreement for the provision of water service to Fidelity during the period in which the Contract is being negotiated and until the transaction contemplated thereby closes. All parties hereto desire to acknowledge by this Memorandum, their agreement with respect to the temporary provision of water services by the City to Fidelity.

STATEMENT OF UNDERSTANDING

In consideration of the mutual covenants, promises, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and BCD agree:

1. Provision of Utility Service. During the term of this Memorandum, the City will provide temporary water service to Fidelity to serve the Project, such service will be provided on terms and conditions to be agreed between the City and Fidelity. BCD agrees to such temporary provision of water service and waives and releases any objection to the provision of such service by the City, notwithstanding that the City's provision of such services may presently be in the certificated service area of BCD.

2. Term. The term of this Memorandum shall commence on the date hereof and shall continue until the earlier of: (i) the purchase and sale by the City of the Assets, including BCD's right to provide water and sewer utility services to the Project, or (ii) the delivery of a letter by BCD to Fidelity stating that BCD has not sold the Assets to the City and that the Contract and any

negotiations with respect thereto have been terminated and are null and void.

3. Services Following Termination. In the event this Memorandum is terminated under the provision of paragraph 2 (i) above, the City shall provide water services to Fidelity in accordance with the City's then existing rates, schedules, and policies for the provision of such services to projects similar to the Project. If this Agreement terminates in accordance with the provisions of paragraph 2(ii) above, then for a period of six months thereafter, the City may continue to provide water service to Fidelity under the terms of paragraph 1 above. Thereafter, BCD will provide water services in accordance with BCD's then existing rates, schedules, and policies for the provision of such services to projects similar to the Project.

4. Approvals. This Memorandum and all undertakings contained herein are subject to the approval of the City Commission of the City and the further approval of any further governmental entities whose approval is necessary for the consummation of the agreements contained herein. A failure to obtain any such approvals or a revocation of any such approvals shall be treated as a termination of this Memorandum of 2(ii) above.

5. Further Assurances. BCD, the City, and Fidelity will cooperate and use their best efforts to (i) resolve any dispute or problem with respect to the matters referred to herein; (ii) cooperate in good faith to obtain and provide the services referred

to herein; and (iii) agree to and execute the Contract within two weeks following the date hereof.

6. Miscellaneous. This Memorandum contains the sole agreement between the parties with respect to the provision of water service to Fidelity and the other matters referred to herein and supersedes any and all prior agreements, discussions, and representations with respect to such matters. This Memorandum shall be enforced and construed in accordance with the laws of the State of Florida. This Memorandum shall be binding upon the parties and their respective legal representatives, successors, and assigns, provided that no party may assign its rights under this Agreement without the prior consent of the other parties hereto.

7. Attorneys' Fees; Venue. Any litigation concerning this Memorandum shall be in Osceola County, Florida, and the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and costs from the other parties.

8. Authority of Parties; Litigation. Each party represents that it has the authority to enter into this Memorandum and that no litigation is pending which would adversely affect the performance of this Memorandum by it.

IN WITNESS WHEREOF, this Memorandum has been executed by the parties the day and year first written above.

CITY OF KISSIMMEE, FLORIDA

By: 

BCD INDUSTRIES, INC., a Florida corporation

By: 

BCD INDUSTRIES, INC.

1254 S. BERMUDA AVENUE
KISSIMMEE, FLORIDA 34741
(407) 847-8077, 846-0977

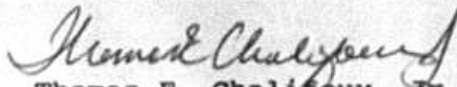
Thomas E. Chalifoux, Jr., President

EXHIBIT B

Application for transfer of Water Certificate No. 122-W and Wastewater Certificate No. 89-S from BCD Industries, Inc., in Osceola County, Florida to City of Kissimmee.

SUBJECT: Disposition of Customer Deposits.

Upon closing of above utility transfer BCD will turnover to City of Kissimmee all deposits and interest. In addition, prior to closing, BCD Industries, Inc., will notify in writing (certified and regular mail) to all BCD's Utility customer the amount of deposit plus interest being transferred.


Thomas E. Chalifoux, Jr.
President

BCD INDUSTRIES, INC.

1254 S. BERMUDA AVENUE
KISSIMMEE, FLORIDA 34741
(407) 847-8077, 846-0977

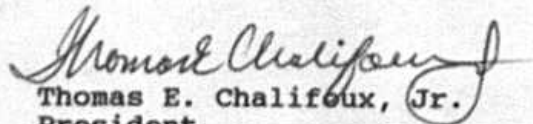
Thomas E. Chalifoux, Jr., President

EXHIBIT C

Application for transfer of Water Certificate No. 122-W and Wastewater Certificate No. 89-S from BCD Industries, Inc., in Osceola County, Florida to City of Kissimmee.

SUBJECT: Regulatory Assessments Fee

BCD Industries, Inc., will pay all regulatory assessments fees for 1995 prior to closing and by due date. Regulatory assessments on the remaining portion of 1996 will be paid out of closing proceeds, by closing agent or withheld by City of Kissimmee.


Thomas E. Chalifoux, Jr.
President



February 12, 1996

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

RE: BCD Industries, Inc.

Dear Sirs:

Purpose of this letter is to inform the Florida Public Service Commission that the City of Kissimmee pursuant to its contract to purchase certain assets of BCD Industries, Inc., has received copies of the utility's most recent available income and expense statement for Calendar Year 1994.

Sincerely,

A handwritten signature in cursive script that reads "Brian L. Wheeler".

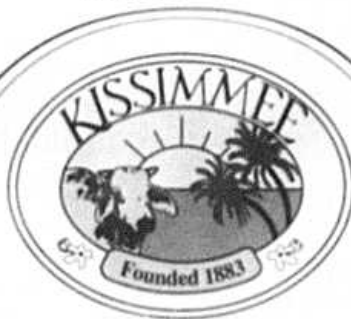
Brian L. Wheeler, P.E.
Director

BLW:cf
ENC.

fpscbsd.blw

Department of Water Resources

1100 N. Main Street, Suite A, Kissimmee, FL 34744-4283 • Phone (407) 847-2821 Ext. 2160 • Fax (407) 847-7945



February 12, 1996

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

RE: BCD Industries, Inc.

Dear Sirs:

The City of Kissimmee Commission approved the contract to purchase certain assets of BCD Industries, Inc. on January 9, 1996. An official copy of the minutes of the City Commission Meeting is attached.

Sincerely,

A handwritten signature in cursive script that reads "Brian L. Wheeler".

Brian L. Wheeler, P.E.
Director

BLW:cf
ENC.

fpscbot2.blw

Department of Water Resources

1100 N. Main Street, Suite A, Kissimmee, FL 34744-4283 • Phone (407) 847-2821 Ext. 2160 • Fax (407) 847-7945



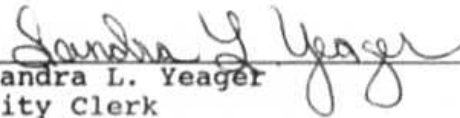
February 12, 1996

I HEREBY CERTIFY that the attached is a true and correct copy of the JANUARY 9, 1996 MINUTES CONTAINING ITEM 7A, "CONTRACT FOR THE PURCHASE OF BCD INDUSTRIES WATER AND SEWER SYSTEM," as adopted by the City Commission on January 9, 1996.

CITY OF KISSIMMEE

(SEAL)

BY:


Sandra L. Yeager
City Clerk

7. **CONSENT AGENDA**

The Consent Agenda is a technique designed to expedite handling of routine and miscellaneous business of the City Commission. The entire Agenda may be adopted by the City Commission in one motion. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, any item may be removed from the Consent Agenda and placed upon the Regular Agenda for debate.

Commissioner Hemphill moved to approve the Consent Agenda in its entirety. Commissioner Makinson seconded the motion.

Motion Carried 4-0 -

A. **CONTRACT FOR THE PURCHASE OF BCD INDUSTRIES WATER AND SEWER SYSTEM**

Request Commission approval of the contract for the purchase of the assets of BCD Industries, Inc. water and sewer system.

B. **BANNER TOW PERMIT - CRUISER, INC.**

Request Commission approval to tow aerial banners from the airport.

C. **SPACE/USE PERMIT RENEWAL - KISSIMMEE AVIATION SERVICES**

Request Commission approval to renew the space/use permit for Suite 104 in the Dyer Terminal building.

D. **SPACE/USE PERMIT RENEWAL - KISSIMMEE AVIATION SERVICES**

Request Commission approval to renew permit which grants fueling privileges on the west side of the north apron.

E. **SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT WPI 5825641 - STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

Request approval of a supplemental joint participation agreement between the Florida Department of Transportation (FDOT) and the City of Kissimmee for a Storm Water Pollution Prevention Plan (SWPPP) for the airport. (RESOLUTION 2-96 EXHIBIT "A")

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

Township 25 South, Range 31 East, Osceola County, Florida

Section 8

Commence at intersection of the South boundary of said Section 8 and the Westerly right-of-way line of State Road 15 as it is now constructed; thence North 34 degrees 48 minutes East, 1280 feet more or less along said right-of-way to a POINT OF BEGINNING, said point being the intersection of said Westerly right-of-way line of State Road 15 and the South Westerly boundary line of Marina Club Estates as recorded in Plat Book 2, page 150 and replatted in Plat Book 2, page 229 of the Public Records of Osceola County; thence North 55 degrees 12 minutes West, 2185.2 feet to the shoreline of Fells Cove of Lake Tohopekaliga; thence Northeasterly along said shoreline 402 feet more or less to a point on the Northeasterly boundary of said Marina Club Estates; thence South 55 degrees 12 minutes East, 2045.2 feet to a point; thence South 34 degrees 48 minutes West, 400 feet to the POINT OF BEGINNING.

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

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Township 25 South, Range 27 East, Osceola County

Section 5 The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$,
less the North 100 feet thereof.

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$,
less the North 100 feet and less the
East 346.13 feet thereof.

The Southeast $\frac{1}{4}$.

Section 8 The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$

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Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

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Township 25 South, Range 31 East, Osceola County, Florida

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Thomas E. Chalifoux, Jr.
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the Northeasterly boundary of said Marina Club
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Thomas E. Chalifoux, Jr.
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Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

Order No. 22857

Effective October 24, 1990

Charles H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

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Thomas E. Chalifoux, Jr.
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OF BEGINNING.

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

EXHIBIT H

RECEIVED

WASTEWATER TARIFF

SEP 25 1990

Fla. Public Service Commission
Division of Water and Sewer

BCD INDUSTRIES, INC.

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

BCD INDUSTRIES, INC.

NAME OF COMPANY

2319 West Clay Street

P.O. Box 2771

Kissimmee, Florida 32741

(ADDRESS OF COMPANY)

(407)846-0977/(407)847-8077

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Thomas E. Chalifoux, Jr.

ISSUING OFFICER

President

TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

Table of Contents

	Sheet Number
Held For Future Use	4.1
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Rates and Charges Schedules	15.0
Rules and Regulations	6.0 - 7.0
Service Availability Policy	23.0
Standard Forms	18.0
Technical Terms and Abbreviations	5.0 - 5.1
Territory Served	3.0 - 4.0

Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President
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FLORIDA PUBLIC SERVICE COMMISSION

Thomas E. Chalifoux, Jr.

ISSUING OFFICER

President

TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

Order No. 22857

Effective October 24, 1990

Charl H. KEO

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

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Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President
TITLE

Florida Public Service Commission

APPROVED

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Docket No. 891118-WS

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Effective October 24, 1990

Charles H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

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Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 89-5

COUNTY - Osceola

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
20023	9/19/88	880678-WS	Transfer

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President

TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

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Effective October 24, 1990

Charles H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

"HELD FOR FUTURE USE"

Thomas E. Chalifoux, Jr.

ISSUING OFFICER

President

TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for wastewater consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive wastewater service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - BCD INDUSTRIES, INC.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with wastewater service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of such wastewater service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Collection" and used in connection with or forming a part of the installation necessary for disposing of sewage collected from the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying wastewater service through individual services or through other mains.

(Continued to Sheet No.5.1)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President

TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

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Charb H Hill

Director
Division of Water and Sewer

Florida Public Service Commission

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Charb H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "POINT OF COLLECTION" - For wastewater systems, "Point of Collection" shall mean the point at which the Company's piping, fittings, and valves connect with the customer's piping, fittings, and valves.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all wastewater service required by the customer the readiness and ability on the part of the Company to furnish wastewater service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of collection which includes all of the pipe, fittings and valves necessary to make the connection to the customer's premises.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

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Order No. 22857

Effective October 24, 1990

Charb H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

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(Continued to Sheet No.7.0)

Thomas E. Chalifoux, Jr.
 ISSUING OFFICER
 President

 TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

Order No. 22857

Effective October 24, 1990

Charles H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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Type and Maintenance	10.0	9.0
Unauthorized Connections - Wastewater	12.0	20.0
Withholding Service	9.0	5.0

Thomas E. Chalifoux, Jr.
ISSUING OFFICER
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Charb H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

RULES AND REGULATIONS

1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders wastewater service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for wastewater service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

3.0 SIGNED APPLICATION REQUIRED - Wastewater service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement are binding upon the customer as well as upon the Company. A copy of the application or agreement for wastewater service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which wastewater service is to be rendered.

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

(Continued to Sheet No.9.0)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

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Effective October 24, 1990

Mark H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such wastewater service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such wastewater service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for wastewater service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

- 7.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the customer for the customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale, or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

(Continued to Sheet No. 10.0)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

Order No. 22857

Effective October 24, 1990

Charles H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No.9.0)

- 8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous wastewater service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.
- If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.
- 9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected, or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and

(Continued to Sheet No. 11.0)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

Order No. 22857

Effective October 24, 1990

Charl H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

Ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

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

- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.

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

(Continued to Sheet No. 12.0)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

Order No. 22857

Effective October 24, 1990

Charb H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 11.0)

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

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

Partial payment of a bill for wastewater service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the wastewater service bill or water service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect wastewater service and/or water service until such time as all wastewater and water service bills and all charges are paid.
- 18.0 TAX CLAUSE - A municipal or county franchise tax levied upon a wastewater or water public utility shall not be incorporated into the rate for wastewater or water service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with wastewater service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The

(Continued to Sheet No. 13.0)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

Order No. 22857

Effective October 24, 1990

Charles H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No.12.0)

outgoing customer shall be held responsible for all wastewater service rendered on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the wastewater service. However, if such written notice has not been received, the application of a succeeding occupant for wastewater service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied wastewater service by the Company; the customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customers, to discontinue or transfer wastewater service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

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

(Continued to Sheet No.14.0)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

Order No. 22857

Effective October 24, 1990

Charles H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 13.0)

- 22.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.
- 23.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the customer's premises regardless of occupancy.

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

Order No. 22857

Effective October 24, 1990

Charb H Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

HELD FOR FUTURE USE

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

Order No. 22857

Effective October 24, 1990

Charles H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS	16.0
Miscellaneous Service Charges	17.4
Multi-Residential Service, MS	17.1
Residential Service, RS	17.0
Service Availability Fees and Charges	17.5

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President _____
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

Docket No. 891118-WS

Order No. 22857

Effective October 24, 1990

Charl H. Hill

Director
Division of Water and Sewer

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 16.74
	FULL 3/4"	25.12
	1"	41.85
	1 1/2"	83.71
	2"	133.92
	3"	267.87
	4"	418.54
	6"	836.71

<u>Gallage Charge</u>	
Per 1,000 Gallons	\$ 1.78

MINIMUM BILL - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - SEPTEMBER 17, 1995 Thomas E. Chalifoux, Jr.
ISSUING OFFICER

TYPE OF FILING - 1995 PRICE INDEX & President
PASS-THROUGH TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-95-0152

Docket No. N/A

Order No. N/A

Effective September 17, 1995

Charl H. Hill

Director
Division of Water and Wastewater

NAME OF COMPANY BCD INDUSTRIES, INC.
WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - MONTHLY

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"x3/4"	\$ 16.40
	FULL 3/4"	24.60
	1"	40.99
	1 1/2"	81.99
	2"	131.17
	3"	262.36
	4"	409.93
	6"	819.50
	Gallage Charge Per 1,000 gallons	\$ 1.74

- MINIMUM BILL - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - October 28, 1994 Thomas E. Chalifoux, Jr.
ISSUING OFFICER

TYPE OF FILING - 1994 Price Index & Pass-Through President
TITLE

Florida Public Service Commission

APPROVED

Authority No. WS-94-0209

Docket No. N/A

Order No. N/A

Effective October 28, 1994

Charb H. Hill

Director
Division of Water and Wastewater

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"x3/4"	\$ 15.46
	FULL 3/4"	23.20
	1"	38.65
	1 1/2"	77.31
	2"	123.69
	3"	247.39
	4"	386.54
	6"	772.75
	Gallage Charge Per 1,000 gallons	\$ 1.64

MINIMUM BILL - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - November 30, 1993 Thomas E. Chalifoux, Jr.
ISSUING OFFICER

TYPE OF FILING - 1993 Price Index &
Pass-Through President
TITLE

NAME OF COMPANY BCD Industries, Inc.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"x3/4"	\$ 15.32
	full 3/4"	22.99
	1"	38.30
	1 1/2"	76.61
	2"	122.56
	3"	245.13
	4"	383.02
	6"	765.71
	Gallonage Charge Per 1,000 gallons	\$ 1.63

MINIMUM BILL - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - November 1, 1992

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

TYPE OF FILING - 1992 Price Index
& Ad Valorem Pass Through

President
TITLE

10523/25/92

NAME OF COMPANY BCD Industries Inc.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - MONTHLY

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"x3/4"	\$ 15.02
	full 3/4"	22 54
	1"	37.56
	1 1/2"	75.12
	2"	120.18
	3"	240.37
	4"	375.58
	6"	750.84
	Gallonage Charge Per 1,000 Gallons	\$ 1.60

MINIMUM BILL - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - February 4, 1992

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

TYPE OF FILING - 1991 Price Index
& Pass Through

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Size</u>
	5/8 x 3/4"	\$ 14.43
	full 3/4"	21.65
	1"	36.08
	1½"	72.15
	2"	115.44
	3"	230.88
	4"	360.75
	6"	721.20
	<u>Gallage Charge</u> per 1,000 gallons	1.54

BASE FACILITY CHARGE - \$ 14.43

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - October 24, 1990

TYPE OF FILING - SARC

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE - Not Applicable

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Thomas E. Chalifoux, Jr.

ISSUING OFFICER

President

TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.

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

BILLING PERIOD -

RATE - Not Applicable

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President

TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's Rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) ← The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an Irrevocable letter of credit from a bank or a surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	20	30
1"	45	75
1 1/2"	150	225
Over 2"	<u>Twice Monthly Bill</u>	<u>Twice Monthly Bill</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 17.3)

Thomas E. Chalifoux, Jr.
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 17.2)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(A) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of JUNE each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon retainment of such deposit.

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

EFFECTIVE DATE - September 30, 1991

TYPE OF FILING - Correction

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TTTTF

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

BCD INDUSTRIES, INC.

P.O. BOX 422771
KISSIMMEE, FLORIDA 34742
(407) 847-8077, 846-0977
Thomas E. Chalifoux, Jr., President

UTILITY DEPOSIT

Received \$ _____ from _____

at _____

on _____

Authorized Representative

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGE

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

INITIAL CONNECTION - This charge would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location, or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ 15.00
Normal Reconnection Fee	\$ 15.00
Violation Reconnection Fee	\$ Actual Cost [1]
Premises Visit (in lieu of disconnection)	\$ 10.00

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

EFFECTIVE DATE - October 24, 1990

TYPE OF FILING - SARC

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$ N/A	
1" metered service	\$ N/A	
1 1/2" metered service	\$ N/A	
2" metered service	\$ N/A	
Over 2" metered service	Actual Cost [1]	N/A
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (____)GPD.....	\$ N/A	
All others-per gallon/month.....	\$ N/A	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (____)GPD.....	\$ N/A	
All others-per gallon/month.....	\$ N/A	
Inspection Fee	Actual Cost [1]	N/A
<u>Main Extension Charge</u>		
Residential-per ERC (____GPD).....	\$ N/A	
All others-per gallon	\$ N/A	
or		
Residential-per lot (____foot frontage).....	\$ N/A	
All others-per front foot	\$ N/A	
Plan Review Charge	Actual Cost [1]	N/A
<u>Plant Capacity Charge</u>		
General Service -per ERC (<u>225</u> GPD).....	\$ 389	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (____GPD).....	\$ N/A	
All others-per gallon	\$ N/A	

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

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

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Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NONE REQUIRED

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

NONE REQUIRED

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

B.C.D. Industries, Inc.
P. O. Box 422771
Kissimmee, Fl 34742
(407) 847-8077
Emergency No. (407) 323-8360

PLEASE NOTE: \ OUR NEW, PHYSICAL
ADDRESS IS: \

103 W. OAK STREET
KISSIMMEE, FL 34741

Customer/Address: McDonald's, 8530 W. Irlo Bronson Memorial
Hwy, Kissimmee, FL 32741

Service From 9/1/90 To 10/1/90

Billing Date 10/01/90
Delinquent Date 10/15/90

Present Reading 1,061,800

Gallons Used 41,200

Amount Due For Water \$ 92.28
Amount Due For Sewer 125.36

Current Balance Due \$217.64
Past Due Balance
TOTAL Balance Due \$217.64

DELINQUENT AFTER 10/15/90 5:00 PM

Note: Service thereafter will be discontinued after five (5) days
written notice of delinquency.

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD. INDUSTRIES, INC.

WASTEWATER TARIFF

HELD FOR FUTURE USE

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Thomas E. Chalifoux, Jr.

ISSUING OFFICER

President

TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

The following is the utility's service availability policy as described in Docket No. 891118-WS, Order No. 22857, issued April 26, 1990.

This utility's existing water plant is built out. In order to serve additional customers, the utility will have to expand its water plant. A water plant capacity charge of \$299. per Equivalent Residential Connection (ERC) has been approved in the above referenced order, based on an estimated plant expansion of \$216,308. for future customers.

This utility has expanded its sewer plant. A sewer plant capacity charge of \$389. per Equivalent Residential Connection (ERC) has been approved in the above referenced order for future customers.

Meter installation and tap-in charges at actual costs as approved by Order No. 20436 remains in effect.

The water plant capacity charge of \$299. per ERC and the sewer plant capacity charge of \$389. per ERC shall become effective for connections made on or after the stamped approval date on the revised tariff sheets.

Thomas E. Chalifoux, Jr.

ISSUING OFFICER

President

TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows [3]</u>
Apartments	gpd [1]
Bars and Cocktail Lounges	gpcd [2]
Boarding Schools (Students and Staff)	gpcd
Bowling Alleys (toilet wastes only, per lane)	gpd
Country Clubs, per member	gpcd
Day Schools (Students and Staff)	gpcd
Drive-in Theaters (per car space)	gpd
Factories, with showers	gpcd
Factories, no showers	gpd/100 sq. ft.
Hospitals, with laundry	gpd/bed
Hospitals, no laundry	gpd/bed
Hotels and Motels	gpd/room and unit
Laundromat	gpd/washing machine
Mobile Home Parks	gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat)	gpd
Nursing Homes	gpd/100 sq. ft.
Office Buildings	gpd/100 sq. ft.
Public Institutions (other than those listed herein)	gpcd
Restaurants (per seat)	gpcd
Single Family Residential	gpd
Townhouse Residence	gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	gpd
Stores, without kitchen wastes	gpd/100 sq. ft.
Speculative Buildings	gpd/100 sq. ft.
Warehouses	gpd plus gpd/1000 sq. ft.

[1] gpd - gallons per day

[2] gpcd - gallons per capita per day

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

Thomas E. Chalifoux, Jr.
 ISSUING OFFICER

President
 TITLE

EXHIBIT H

RECEIVED

SEP 25 1990

Fla. Public Service Commission
Division of Water and Sewer

WATER TARIFF

BCD INDUSTRIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

BCD Industries, Inc.

NAME OF COMPANY

2319 West Clay Street

P.O. Box 2771

Kissimmee, Florida 32741

(ADDRESS OF COMPANY)

(407)846-0977/(407)847-8077

(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

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Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER - 122-W

COUNTY - Osceola

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
20023	9/19/88	880678-WS	Transfer

Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President

TITIF

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

Township 25 South, Range 31 East, Osceola County, Florida

Section 8

Commence at intersection of the South boundary of said Section 8 and the Westerly right-of-way line of State Road 15 as it is now constructed; thence North 34 degrees 48 minutes East, 1280 feet more or less along said right-of-way to a POINT OF BEGINNING, said point being the intersection of said Westerly right-of-way line of State Road 15 and the South Westerly boundary line of Marina Club Estates as recorded in Plat Book 2, page 150 and replatted in Plat Book 2, page 229 of the Public Records of Osceola County; thence North 55 degrees 12 minutes West, 2185.2 feet to the shoreline of Fells Cove of Lake Tohopekaliga; thence Northeasterly along said shoreline 402 feet more or less to a point on the Northeasterly boundary of said Marina Club Estates; thence South 55 degrees 12 minutes East, 2045.2 feet to a point; thence South 34 degrees 48 minutes West, 400 feet to the POINT OF BEGINNING.

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

HELD FOR FUTURE USE

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - "BFC" is the abbreviation for "Base Facility Charge" which is the minimum charge to the Company's customers and is separate from the amount billed for water consumption on the utility's bills to its customers.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide service in a specific territory.
- 3.0 "COMMISSION" - "Commission" refers to the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The term "Communities Served", as mentioned in this tariff, shall be construed as the group of consumers or customers who receive water service from the Company and who's service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - BCD INDUSTRIES, INC.
- 6.0 "CONSUMER" - Any person, firm, association, corporation, governmental agency or similar organization supplied with water service by the Company.
- 7.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 8.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature which are located on the customer's side of the "Point of Delivery" and used in connection with or forming a part of the installation necessary for rendering water service to the customer's premises regardless of whether such installation is owned by the customer or used by the consumer under lease or other agreement.
- 9.0 "MAIN" - A pipe, conduit, or facility used for conveying water service through individual services or through other mains.

(Continued to Sheet No. 5.)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President _____
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

(Continued from Sheet No.5.0)

- 10.0 "POINT OF DELIVERY" - For water systems, "point of delivery" shall mean the outlet connection of the meter for metered service or the point at which the company's piping, fittings and valves connect with the customer's piping, fittings and valves for non-metered service.
- 11.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 12.0 "SERVICE" - Service, as mentioned in this tariff and in agreement with customers, shall be construed to include, in addition to all water service required by the customer the readiness and ability on the part of the Company to furnish water service to the customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 13.0 "SERVICE LINES" - The pipe between the Company's mains and the point of delivery and shall include all of the pipe, fittings and valves necessary to make the connection to the customer's premises excluding the meter.
- 14.0 "TERRITORY" - The geographical area described by metes and bounds with township, range and section in a certificate, which may be within or without the boundaries of an incorporated municipality and, may include areas in more than one county.

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

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Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

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Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

RULES AND REGULATIONS

- 1.0 POLICY DISPUTE - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 2.0 GENERAL INFORMATION - The Company's Rules and Regulations, insofar as they are inconsistent with any Statute, Law, Rule or Commission Order shall be null and void. These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every customer to whom the Company renders water service.

In the event that a portion of these Rules and Regulations are declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Rules and Regulations for water service unless such court order or decision shall so direct.

The Company shall provide to all customers requiring such service within the territory described in its certificate upon such terms as are set forth in this tariff pursuant to Chapter 25-9 and 25-30, Florida Administrative Code, and Chapter 367, Florida Statutes.

- 3.0 SIGNED APPLICATION REQUIRED - Water service is furnished only after a signed application or agreement and payment of the initial connection fee is accepted by the Company. The conditions of such application or agreement is binding upon the customer as well as upon the Company. A copy of the application or agreement for water service accepted by the Company will be furnished to the applicant on request.

The applicant shall furnish to the Company the correct name and street address or lot and block number at which water service is to be rendered.

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

(Continued to Sheet No. 9.0)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

rendered under agreement or agreements entered into between the Company and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the agent and the Company and under which such water service is rendered.

- 5.0 WITHHOLDING SERVICE - The Company may withhold or discontinue water service rendered under application made by any member or agent of a household, organization, or business unless all prior indebtedness to the Company of such household, organization, or business for water service has been settled in full in accordance with Rule 25-30.320, Florida Administrative Code.

Service may also be discontinued for any violation made by the Customer or Consumer of any rule or regulation set forth in this tariff.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

- 7.0 LIMITATION OF USE - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

Water service furnished to the customer shall be rendered directly to the customer through the Company's individual meter and may not be remetered by the customer for the purpose of selling or otherwise disposing of water service to lessees, tenants, or others and under no circumstances shall the customer or customer's agent or any other individual, association or corporation install meters for the purpose of so remetering said water service.

In no case shall a customer, except with the written consent of the company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, remetering, sale, or disposition of service, the customer's water service will be subject to discontinuance until such unauthorized extension.

(Continued to Sheet No. 10.0)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement in full is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections.

8.0 CONTINUITY OF SERVICE - The company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service. The Company shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, Wars, United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.

If at any time the Company shall interrupt or discontinue its service, all customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

9.0 TYPE AND MAINTENANCE - The customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all Laws and Governmental Regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The customer shall be liable for any change resulting from a violation of this Rule.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All customer's water service

(Continued to Sheet No. 11.0)

Thomas E. Chalifoux, Jr.

ISSUING OFFICER
President

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

(Continued from Sheet No. 10.0)

Installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The customer shall exercise reasonable diligence to protect the Company's property on the customer's premises and shall knowingly permit no one, but the Company's agents or persons authorized by law, to have access to the Company's pipes and apparatus.

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

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

- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.

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

(Continued to Sheet No. 12.0)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

(Continued from Sheet No. 11.0)

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

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

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

Partial payment of a bill for water service rendered will not be accepted by the Company, except by the Company's agreement thereof or by direct order from the Commission.

- 17.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - When both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company. The Company may discontinue both water service and wastewater service to the customer's premises for non-payment of the water service bill or wastewater service bill or if payment is not made concurrently. The Company shall not reestablish or reconnect water service and/or wastewater service until such time as all water and wastewater service bills and all charges are paid.

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

(Continued to Sheet No. 13.0)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

(Continued from Sheet No.12.0)

- 19.0 CHANGE OF OCCUPANCY - When a change of occupancy takes place on any premises supplied by the Company with water service, written notice thereof shall be given at the office of the Company not less than three (3) days prior to the date of change by the outgoing customer. The outgoing customer shall be held responsible for all water service used on such premises until such written notice is so received by the Company and the Company has had reasonable time to discontinue the water service. However, if such written notice has not been received, the application of a succeeding occupant for water service will automatically terminate the prior account. The customer's deposit may be transferred from one service location to another, if both locations are supplied water service by the Company; the customer's deposit may not be transferred from one name to another.

Notwithstanding the above, the Company will accept telephone orders, for the convenience of its customer's, to discontinue or transfer water service from one service address to another and will use all reasonable diligence in the execution thereof. However, oral orders or advice shall not be deemed binding or be considered formal notification to the Company.

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Connections to the Company's water system for any purpose whatsoever are to be made only by employees of the Company. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice. Water service shall not be restored until such unauthorized connections have been removed and until settlement is made in full to the Company for all water service estimated by the Company to have been used by reason of such unauthorized connection.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control. The customer shall provide meter space to the Company at a suitable and readily accessible location within the premises to be served and also provide adequate and proper space for the installation of the meter and other similar devices.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service

(Continued to Sheet No. 14.0)

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

(Continued from Sheet No. 13.0)

shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.

- 23.0 ADJUSTMENT OF BILLS - When a customer has been overcharged or undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be credited or billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used for measuring quantity of water delivered to a customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure. Before being installed for the rendering of water service to a customer, every water meter, whether new, repaired, or removed from service for any cause, shall be adjusted to register within prescribed accuracy limits as set forth in Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission prior to its effective date.

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

HELD FOR FUTURE USE

Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

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Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For water service to all customers for which no other schedule applies.

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

BILLING PERIOD - Monthly

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 9.65
	Full 3/4"	14.49
	1"	24.14
	1 1/2"	48.27
	2"	77.21
	3"	154.40
	4"	241.27
	6"	482.54

<u>Gallonge Charge</u>		
Per 1,000 Gallons	\$.86

MINIMUM BILL - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - SEPTEMBER 17, 1995 Thomas E. Chalifoux, jr.
ISSUING OFFICER

TYPE OF FILING - 1995 PRICE INDEX & PASS-THROUGH President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"x3/4"	\$ 9.41
	FULL 3/4"	14.13
	1"	23.54
	1 1/2"	47.07
	2"	75.30
	3"	150.58
	4"	235.29
	6"	470.59
	Gallage Charge Per 1,000 gallons	\$.84

MINIMUM BILL - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - October 28, 1994 Thomas E. Chalifoux, Jr.
ISSUING OFFICER

TYPE OF FILING - 1994 Price Index & Pass-Through President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"x3/4"	\$ 9.41
	FULL 3/4"	14.13
	1"	23.54
	1 1/2"	47.07
	2"	75.30
	3"	150.58
	4"	235.29
	6"	470.59
	Gallonge Charge Per 1,000 gallons	\$.84

MINIMUM BILL - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - October 28, 1994

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

TYPE OF FILING - 1994 Price Index &
Pass-Through

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u>	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8"x3/4"	\$ 9.39
	FULL 3/4"	14.09
	1"	23.48
	1 1/2"	46.95
	2"	75.11
	3"	150.22
	4"	234.70
	6"	469.42
	Gallage Charge Per 1,000 gallons	\$.84

MINIMUM BILL - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - November 30, 1993

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

TYPE OF FILING - 1993 Price Index &
Pass-Through

President
TITLE

NAME OF COMPANY BCD Industries, Inc.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - MONTHLY
- RATE
- | <u>Meter Size</u> | <u>Base Facility Charge</u> |
|-------------------------------------|-----------------------------|
| 5/8"x3/4" | \$ 9.25 |
| full 3/4" | 13.89 |
| 1" | 23.14 |
| 1 1/2" | 46.27 |
| 2" | 74.03 |
| 3" | 148.06 |
| 4" | 231.32 |
| 6" | 462.67 |
| Gallage Charge
Per 1,000 gallons | \$ 0.83 |
- MINIMUM BILL - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - November 1, 1992

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

TYPE OF FILING - 1992 Price Index
& Ad Valorem Pass Through

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

GENERAL SERVICE
RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8 x 3/4"	\$ 8.97
	full 3/4"	13.46
	1"	22.43
	1 1/2"	44.85
	2"	71.76
	3"	143.52
	4"	224.23
	6"	448.50
	<u>Gallage Charge</u>	
	per 1,000 Gallons	.80

BASE FACILITY CHARGE - \$ 8.97

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After a five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE - October 24, 1990

TYPE OF FILING - SARC

Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD -

RATE - Not applicable

BASE FACILITY -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Thomas E. Chalifoux, Jr.

ISSUING OFFICER
President

TIT F

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD -
- RATE - Not applicable

BASE FACILITY CHARGE -

TERMS OF PAYMENT - Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Thomas E. Chalifoux, Jr.
ISSUING OFFICER
 President

TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

FIRE PROTECTION SERVICE

WATER

AVAILABILITY -

APPLICABILITY -

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

BILLING PERIOD -

RATE - Public Fire Protection - not applicable per hydrant

Private Fire Protection - not applicable

BASE FACILITY CHARGE -

TERMS OF PAYMENT -

EFFECTIVE DATE -

TYPE OF FILING -

Thomas E. Chalifoux, Jr.

ISSUING OFFICER

President

TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering water service, the Company may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with the Company's rules for prompt payment. Credit will be deemed so established, in accordance with Rule 25-30.311, Florida Administrative Code, if:

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>15</u>	<u>25</u>
1"	<u>35</u>	<u>50</u>
1 1/2"	<u>100</u>	<u>150</u>
Over 2"	<u>Twice Monthly Bill</u>	<u>Twice Monthly Bill</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for water service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

Thomas E. Chalifoux, Jr.
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

(Continued from Sheet No. 20.0)

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The rate of interest is 8% per annum. The payment of interest shall be made once each year as a credit on regular bills or when service is discontinued as a credit on final bills. No customer depositor will receive interest on his or her deposit until a customer relationship and the deposit have been in existence for at least six (6) months. At such time, the customer depositor shall be entitled to receive interest from the day of the commencement of the customer relationship and placement of the deposit. The Company will pay or credit accrued interest to the customers account during the month of JUNE each year.

REFUND OF DEPOSIT - After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit provided the customer has not, in the preceeding 12 months:

- (a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company),
- (b) paid with a check refused by a bank,
- (c) been disconnected for non-payment, or
- (d) at any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Notwithstanding the above, the Company may hold the deposit of a non-residential customer after a continuous service period of 23 months and shall pay interest on the non-residential customer's deposit at the rate of 9% per annum upon the retainment of such deposit.

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

EFFECTIVE DATE - September 30, 1991

TYPE OF FILING - Correction

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

SCHEDULE OF METER TEST DEPOSITS

METER BENCH TEST REQUEST - If any customer requests a bench test of his or her water meter, the Company will require a deposit to defray the cost of testing; such deposit shall not exceed the following schedule of fees and shall be in accordance with Rule 25-30.266, Florida Administrative Code:

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - If the meter is found to register in excess of prescribed accuracy limits pursuant to Rule 25-30.262, Florida Administrative Code, the deposit shall be refunded. If the meter is found to register accurately or below such prescribed accuracy limits, the deposit shall be retained by the Company as a service charge for conducting the meter test.

METER FIELD TEST REQUEST - Upon written request of any customer, the Company shall, without charge, make a field test of the accuracy of the water meter in use at the customer's premises provided that the meter has not been tested within one-half the maximum interval allowed under Rule 25.30.265, Florida Administrative Code.

Thomas E. Chalifoux, Jr.

ISSUING OFFICERPresidentTITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

INITIAL CONNECTION - This charge would be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge would be levied for transfer of service to a new customer account at a previously served location or reconnection of service subsequent to a customer requested disconnection.

VIOLATION RECONNECTION - This charge would be levied prior to reconnection of an existing customer after disconnection of service for cause according to Rule 25-30 320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE - October 24, 1990

TYPE OF FILING - SARC

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$ N/A	
1"	\$ N/A	
1 1/2"	\$ N/A	
2"	\$ N/A	
Over 2"	Actual Cost [1]	N/A
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$ Actual Cost [1]	
1" metered service	\$ Actual Cost [1]	
1 1/2" metered service	\$ Actual Cost [1]	
2" metered service	\$ Actual Cost [1]	
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD).....	\$ N/A	
All others-per gallon/month	\$ N/A	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (___ GPD).....	\$ N/A	
All others-per gallon/month	\$ N/A	
<u>Inspection Fee</u>	Actual Cost [1]	N/A
<u>Main Extension Charge</u>		
Residential-per ERC (___ GPD).....	\$ N/A	
All others-per gallon	\$ N/A	
or		
Residential-per lot (___ foot frontage).....	\$ N/A	
All others-per front foot	\$ N/A	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$ Actual Cost [1]	
1"	\$ Actual Cost [1]	
1 1/2"	\$ Actual Cost [1]	
2"	\$ Actual Cost [1]	
Over 2"	Actual Cost [1]	
<u>Plan Review Charge</u>	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
General Service - per ERC (___ GPD)	\$ 299.	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (___ GPD).....	\$ N/A	
All others-per gallon	\$ N/A	

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

Thomas E. Chalifoux, Jr.
 ISSUING OFFICER

President
 TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

BCD INDUSTRIES, INC.

P.O. BOX 422771
KISSIMMEE, FLORIDA 34742
(407) 847-8077, 846-0977
Thomas E. Chalifoux, Jr., President

UTILITY DEPOSIT

Received \$ _____ from _____
at _____
on _____

Authorized Representative

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NONE REQUIRED

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

NONE REQUIRED

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

NONE REQUIRED

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

B.C.D. Industries, Inc.
P. O. Box 422771
Kissimmee, Fl 34742
(407) 847-8077
Emergency No. (407) 323-8360

PLEASE NOTE: OUR NEW PHYSICAL
ADDRESS IS:
103 W. OAK STREET
KISSIMMEE, FL 34741

Customer/Address: McDonald's, 8530 W. Irlo Bronson Memorial
Hwy, Kissimmee, FL 32741

Service From 9/1/90 To 10/1/90

Billing Date 10/01/90
Delinquent Date 10/15/90

Present Reading 1,061,800

Gallons Used 41,200

Amount Due For Water \$ 92.28
Amount Due For Sewer 125.36

Current Balance Due \$217.64
Past Due Balance
TOTAL Balance Due \$217.64

DELINQUENT AFTER 10/15/90 5:00 PM

Note: Service thereafter will be discontinued after five (5) days
written notice of delinquency.

Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

HELD FOR FUTURE USE

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

	<u>Sheet Number</u>	20.4
Schedule of Fees and Charges.....	Go to Sheet No.	
Service Availability Policy.....	28.0	
Table of Daily Flows.....	29.0	

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The following is the utility's service availability policy as described in Docket no. 891118-WS, Order No. 22857, Issued April 26, 1990.

This utility's existing water plant is built out. In order to serve additional customers, the utility will have to expand its water plant. A water plant capacity charge of \$299 per Equivalent Residential Connection (ERC) has been approved in the above referenced order, based on an estimated plant expansion of \$216,308. for future customers.

This utility has expanded its sewer plant. A sewer plant capacity charge of \$389 per Equivalent Residential Connection (ERC) has been approved in the above referenced order for future customers.

Meter installation and tap-in charges at actual costs as approved by Order No. 20436 remains in effect.

The water plant capacity charge of \$299 per ERC and the sewer plant capacity charge of \$389 per ERC shall become effective for connections made on or after the stamped approval date on the revised tariff sheets.

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Building Usages</u>	<u>Estimated Daily Flows of Water</u>
Apartments	250 gpd [1]
Bars and Cocktail Lounges	5 gpcd [2]
Boarding Schools (Students and Staff)	75 gpcd
Bowling Alleys (toilet wastes only, per lane)	100 gpd
Country Clubs, per member	25 gpcd
Day Schools (Students and Staff)	10 gpcd
Drive-in Theaters (per car space)	5 gpd
Factories, with showers	30 gpcd
Factories, no showers	10 gpd/100 sq. ft.
Hospitals, with laundry	250 gpd/bed
Hospitals, no laundry	200 gpd/bed
Hotels and Motels	200 gpd/room and unit
Laundromat	225 gpd/washing machine
Mobile Home Parks	300 gpd/trailer
Movie Theaters, Auditoriums, Churches (per seat)	3 gpd
Nursing Homes	150 gpd/100 sq. ft.
Office Buildings	10 gpd/100 sq. ft.
Public Institutions (other than those listed herein) ...	75 gpcd
Restaurants (per seat)	50 gpcd
Single Family Residential	350 gpd
Townhouse Residence	250 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd
Stores, without kitchen wastes	5 gpd/100 sq. ft.
Speculative Buildings	10 gpd/100 sq. ft.
Warehouses	30 gpd plus 10 gpd/ 1000 sq. ft.

[1] gpd - gallons per day
 [2] gpcd - gallons per capita per day

Thomas E. Chalifoux, Jr.
 ISSUING OFFICER

President
 TITLE