

BCD INDUSTRIES, INC.

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

Thomas E. Chalifoux, Jr., President

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION

96 OCT 21 AM 11:57

MAIL ROOM

DEPOSIT TREAS. REC. DATE

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October 17, 1996

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

961245-W/S

Subject: Deletion of Territory, Application for Amendment of Water Certificate No.-
122 and Wastewater Certificate No. 89-S for BCD Industries, Inc.


Mr. John D. Williams,

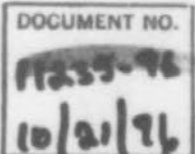
Per your letter dated September 4, 1996, we are submitting application for request deletion of territory described as Township 25 South, Range 32 East, Section 8 (see legal description attached) located in Osceola County, Florida.

The above territory is not being service by BCD INDUSTRIES, INC. since I have owned BCD Industries starting in 1984 to the present. The area is currently being serviced by Osceola County. I have included court order directing Osceola County to provide service to this area, as Exhibit A-1 and Exhibit A-2.

If you have any question on the enclosed application please call me at the above telephone numbers. Thank you for your assistance.

Sincerely,


Thomas E. Chalifoux, Jr.
President



**APPLICATION FOR AMENDMENT OF WATER CERTIFICATE
(EXTENSION OR DELETION)**

(Pursuant to Section 367.045, Florida Statutes)

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

The undersigned hereby makes application for amendment of
Water Certificate No. 122W and/or Wastewater Certificate No.
89-5 to OSCEOLA (add or ~~delete~~) territory located in
OSCEOLA County, Florida, and submits the
following information:

PART I APPLICANT INFORMATION

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

BCD INDUSTRIES, INC
Name of utility

(407) 846-3095 (407) 846-3252
Phone No. Fax No.

1554 S. Bermuda Ave Suite C
Office street address

KISSIMMEE FL 34741
City State Zip Code

N/A
Mailing address if different from street address

N/A
Internet address if applicable

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

THOMAS E. CHALIFOUX JR () 407 846-0977
Name Phone No.

SAME AS ABOVE
Street address

N/A
City State Zip Code

PART II NEED FOR SERVICE

- A) Exhibit N/A - If the applicant is requesting an extension of territory, a statement regarding the need for service in the proposed territory, such as anticipated development in the proposed service area.
- B) Exhibit A - If the applicant is requesting a deletion of territory, a statement specifying the reasons for the proposed deletion, demonstrating that it is in the public interest and explaining the effect of the proposed deletion on the ability of any customer, or potential customer, to receive water and/or wastewater service, including alternative source(s) of service.
- C) Exhibit N/A - A statement that to the best of the applicant's knowledge, the provision of service will be consistent with the water and wastewater sections of the local comprehensive plan at the time the application is filed, as approved by the Department of Community Affairs, or, if not, a statement demonstrating why granting the amendment would be in the public interest.

PART III SYSTEM INFORMATION

A) WATER

- (1) Exhibit N/A - A statement describing the proposed type(s) of water service to be provided by the extension (i.e., potable, non-potable or both).
- (2) Exhibit N/A - A statement describing the capacity of the existing lines, the capacity of the existing treatment facilities, and the design capacity of the proposed extension.
- (3) Exhibit N/A - The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.
- (4) Exhibit N/A - A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.

- (5) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted.

None

- (6) Exhibit NA - Evidence the utility owns the land where the water facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

B) **WASTEWATER**

- (1) Exhibit NA - A statement describing the capacity of the existing lines, the capacity of the existing treatment and disposal facilities, and the design capacity of the proposed extension.
- (2) Exhibit NA - The numbers and dates of any construction or operating permits issued by the Department of Environmental Protection for the system proposed to be expanded.
- (3) Exhibit NA - If the utility is planning to build a new wastewater treatment plant, or upgrade an existing plant to serve the proposed territory, provide a written description of the proposed method(s) of effluent disposal.
- (4) Exhibit NA - If (3) above does not include effluent disposal by means of reuse, provide a statement that describes with particularity the reasons for not using reuse.
- (5) Exhibit NA - A description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course, clubhouse, commercial, etc.
- (6) If the utility is requesting a deletion of territory, provide the number of current active connections within the territory to be deleted.

NONE

- (7) Exhibit N/A - Evidence the utility owns the land where the wastewater facilities that will serve the proposed territory are, or will be, located. If the utility does not own the land, a copy of the agreement, such as a 99-year lease, which provides for the long term continuous use of the land. The Commission may consider a written easement or other cost-effective alternative.

PART IV

FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit N/A - A statement as to the applicant's technical and financial ability to render reasonably sufficient, adequate and efficient service.
- B) Exhibit N/A - A detailed statement regarding the proposed method of financing the construction, and the projected impact on the utility's capital structure.
- C) Provide the number of the most recent Commission order establishing or amending the applicant's rates and charges. See Tariff Sheet
- D) Exhibit N/A - A statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.

PART V

TERRITORY DESCRIPTION AND MAPS

A) **TERRITORY DESCRIPTION**

Exhibit B - An accurate description of the territory proposed to be added or deleted, using township, range and section references as specified in Rule 25-30.030(2), F.A.C. If the water and wastewater territory is different, provide separate descriptions.

B) **TERRITORY MAPS**

Exhibit C - 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 proposed territory to be added or deleted 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) SYSTEM MAPS

Exhibit N/A - One copy of detailed map(s) showing proposed lines and facilities and the territory proposed to be served. Map(s) shall be of sufficient scale and detail to enable correlation with a description of the territory proposed to be served. Provide separate maps for water and wastewater systems.

PART VI NOTICE OF ACTUAL APPLICATION

A) Exhibit N/A - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and are located within the county in which the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties that hold a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT

- B) Exhibit N/A - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit N/A - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART VII FILING FEE

Indicate the filing fee enclosed with the application:

\$ 100 (for water) and/or \$ 100 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee is as follows:

- (1) For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERCs, the filing fee shall be \$100.
- (2) For applications in which the area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, the filing fee shall be \$200.
- (3) For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, the filing fee shall be \$500.
- (4) For applications in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, the filing fee shall be \$1,000.
- (5) For applications in which the area to be extended or deleted has the proposed capacity to serve from 2,001 to 4,000 ERCs, the filing fee shall be \$1,750.
- (6) For applications in which the area to be extended or deleted has the proposed capacity to serve more than 4,000 ERCs, the filing fee shall be \$2,250.

PART VIII TARIFF AND ANNUAL REPORTS

- A) Exhibit D - An affidavit that the utility has tariffs and annual reports on file with the Commission.
- B) Exhibit _____ - The original and two copies of proposed revisions to the utility's tariff(s) to incorporate the proposed change to the certificated 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. (The rules and sample tariff sheets are attached.)

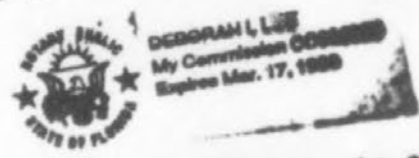
PART IX AFFIDAVIT

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 17th day of October 1996.

Deborah L. Lee
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.

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

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

Florida Public Service Commission

APPROVED

Authority No. WS-89-0228

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Effective October 24, 1990

Charles H. Hill

Director
Division of Water and Sewer

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SEP 25 1990

Fla. Public Service Commission
Division of Water and Sewer

WATER TARIFF

BCD INDUSTRIES, INC.
NAME OF COMPANY

FILED WITH
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Florida Public Service Commission

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Authority No. WS-89-0228

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Effective October 24, 1990

Charles H. Hill

Director
Division of Water and Sewer

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
TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

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 $\frac{1}{4}$

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 boundary 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 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. 5.1)

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 re..Jered 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

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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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General Service, GS	17.0
Meter Test Deposit	20.2
Miscellaneous Service Charges	20.3
Multi-Residential Service, MS	18.1
Residential Service, RS	18.0
Service Availability Fees and Charges	20.4

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

Gallonge Charge
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 & President
PASS-THROUGH 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

TITLE

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 CHARGESDESCRIPTIONAMOUNTREFER TO SERVICE
AVAIL. POLICY
SHEET NO./RULE NO.Back-Flow Preventor Installation Fee

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

Customer Connection (Tap-in) Charge

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]

Guaranteed Revenue Charge

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
	Actual Cost [1] N/A

Inspection FeeMain Extension Charge

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

Meter Installation Fee

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]

Plan Review ChargePlant Capacity Charge

General Service - per ERC (___ GPD)	\$ 299.
All others-per gallon	\$

System Capacity Charge

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 OFFICERPresident
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

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

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

Sheet Number 20.4

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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

RECEIVED

SEP 25 1990

WASTEWATER TARIFF

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

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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

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

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 $\frac{1}{4}$

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 boundary 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 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.

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

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

NAME OF COMPANY BCD INDUSTRIES, INC.
WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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Change of Customer's Installation	10.0	10.0
Change of Occupancy	12.0	19.0
Continuity of Service	10.0	8.0
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Thomas E. Chalifoux, Jr.
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TITLE

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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Thomas E. Chalifoux, Jr.
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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.
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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.
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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.
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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.
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President
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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)

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(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)

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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.

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HELD FOR FUTURE USE

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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.
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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

RATE

Meter Size

5/8" x 3/4"

FULL 3/4"

1"

1 1/2"

2"

3"

4"

6"

Base Facility Charge

\$ 16.74

25.12

41.85

83.71

133.92

267.87

418.54

836.71

Gallonage Charge

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 &
PASS-THROUGH

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 -

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ISSUING OFFICER

President

TITLE

NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICERATE 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.
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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" 3/4"	20	30
1"	45	75
1 1/2"	150	225
Over 2"	Twice Monthly Bill	Twice Monthly Bill

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)

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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(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 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

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ISSUING OFFICER

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TITLE

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WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGE

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ 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
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WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGESREFER TO SERVICE
AVAIL. POLICY
SHEET NO. / RULE NO.DESCRIPTIONAMOUNTCustomer Connection (Tap-in) Charge

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

Guaranteed Revenue Charge:

With Prepayment of Service Availability Charges:	\$ N/A
Residential-per ERC/month (____)GPD.....	\$ N/A
All others-per gallon/month.....	
Without Prepayment of Service Availability Charges:	\$ N/A
Residential-per ERC/month (____)GPD.....	\$ N/A
All others-per gallon/month.....	

Actual Cost [1] N/A

Inspection Fee

Main Extension Charge

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

Actual Cost [1] N/A

Plan Review Charge

Plant Capacity Charge	\$ 389
General Service -per ERC (225 GPD).....	\$
All others-per gallon	

System Capacity Charge

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.
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WASTEWATER TARIFF

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Thomas E. Chalifoux, Jr.
ISSUING OFFICER
President
TITLE

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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

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.

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WASTEWATER TARIFF

HELD FOR FUTURE USE

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ISSUING OFFICER

President

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WASTEWATER TARIFF

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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

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NAME OF COMPANY BCD INDUSTRIES, INC.

WASTEWATER TARIFF

TABLE OF DAILY FLOWS

Types of Building Usages

Estimated Daily Flows [3]

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

[1] gpd = gallons per day

[2] gpcd = gallons per capita per day

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

Thomas E. Chalifoux, Jr.
ISSUING OFFICER

President
TITLE

BCD INDUSTRIES, INC.

1254 S. BERMUDA AVENUE
KISSIMMEE, FLORIDA 34741
(407) 847-8077, 846-0977
Thomas E. Chalifoux, Jr., President

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION

96 OCT 21 AM 11:57

MAIL ROOM

DEPOSIT TREAS. REC.

DATE

D389 OCT 21 1996

October 17, 1996

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

Subject: Deletion of Territory, Application for Amendment of Water Certificate No.-
122 and Wastewater Certificate No. 89-S for BCD Industries, Inc.

Mr. John D. Williams,

Per your letter dated September 4, 1996, we are submitting application for request deletion of territory described as Township 25 South, Range 32 East, Section 8 (see legal description attached) located in Osceola County, Florida.

The above territory is not being service by BCD INDUSTRIES, INC. since I have owned BCD Industries starting in 1984 to the present. The area is currently being serviced by Osceola County. I have included court order directing Osceola County to provide service to this area, as Exhibit A-1 and Exhibit A-2.

If you have any question on the enclosed application please call me at the above telephone numbers. Thank you for your assistance.

7162	
65-1284/831	
BCD INDUSTRIES, INC. 1254 S. BERMUDA AVE. KISSIMMEE, FL 34741 PH. 407-847-8077, FAX 407-846-3252	
PAY TO THE ORDER OF <u>Public Service Commission</u> \$ <u>200.00</u>	
<u>Two hundred</u> DOLLARS	
<u>Oct 17 1996</u>	
<u>WJL</u>	
<u>NE Chalifoux</u>	
FOR [REDACTED]	

THE CHECK IS BEING PAID IN CONNECTION WITH THE FOLLOWING ACCOUNT NO.

TOTAL OF INVOICES	
LESS % DISCOUNT	
TOTAL DEDUCTIONS	
AMOUNT OF CHECK	200.00

Osceola National Bank
275 N. Orange Avenue, Tallahassee, FL 32304