Greenberg Traurig

Martha Anderson Hartley Tel. 407.254.2625 Fax 407.650.8493 hartleym@gtlaw.com

June 24, 2008

080396

VIA FEDERAL EXPRESS

Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

- - 5

Re:

Application for Transfer of Majority Organizational Control of Grenelefe Resort

Utility, Inc. in Polk County

OTO

Certificate Nos. 589-W and 507-S.

Dear Clerk:

Please find enclosed the Application for Transfer of Majority Organizational Control of Grenelefe Resort Utility, Inc. in Polk County, Certificate Nos. 589-W and 507-S, together with a check payable to the Florida Public Service Commission in the amount of \$2,750.00 representing the filing fee of \$1,750.00, water, and \$1,000.00, sewer.

Very truly yours,

GREENKERG TRAURIG, P.A.

Martha Anderson Hartley

mandal to ECR.)

Enclosures

rs Eg

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check:

297,017,416v1

DOCUMENT NUMBER-DATE

05480 JUN 25 8

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application for Transfer of of Majority Organizational Control of Grenelefe Resort Utility, Inc. in Polk County, Certificate Nos. 589-W and 507-S.)))	DOCKET NO.: _	080394
)		

FELTRIM GRENELEFE ACQUISITIONS, LLC'S APPLICATION FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL OF GRENELEFE RESORT UTILITY, INC. IN POLK COUNTY CERTIFICATE NOS. 589-W AND 507-S

Feltrim Grenelefe Acquisitions, LLC ("Applicant"), pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037, Florida Administrative Code, hereby applies for approval of transfer of majority organizational control of Grenelefe Resort Utility, Inc. ("Utility") in Polk County, Florida, Certificate Nos. 589-W and 507-S, and submits the following information:

INTRODUCTION

Applicant's predecessor-in-interest has entered into a Purchase and Sale Agreement with Grenelefe Resort, LLC. ("Resort") ("PSA") to acquire Resort's real estate holdings at the Grenelefe Resort in Polk County. As a condition to sale of the real estate holdings, Resort has required Applicant to accept transfer of 100% of the stock of Utility from Resort's wholly owned affiliate, Central Florida Investments, Inc. ("Owner"), the holder of 100% of the stock of Utility. Pursuant to Section 367.071, the acquisition of 100% of the stock of Utility would constitute a transfer of majority organizational control which requires the prior approval of the Commission.

DOCUMENT NUMBER-CATE

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RULE 25-30.037(3), F.A.C. REQUIRED INFORMATION

(a) The complete name and address of the seller:

Central Florida Investments, Inc. c/o Grenelefe Resort, L.L.C. 5601 Windhover Drive Orlando, FL 32819
Attn: David A. Siegel

Phone: (407) 351-3351 Fax: (407) 352-8935

(b) The complete name and address of the buyer;

Feltrim Grenelefe Acquisitions, LLC 116 Polo Park East Blvd Davenport, FL 33897 Attn: Garrett J. Kenny

Phone: (863) 420-9404 Fax: (863) 420-3104

(c) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility;

Garrett J. Kenny ("Kenny") 116 Polo Park East Boulevard Davenport, FL 33897

(d) The names and locations of any other water or wastewater utilities owned by the buyer;

None.

(e) A statement describing the financing of the purchase;

Pursuant to the terms of the PSA, Applicant is required to accept ownership of 100% of the stock of Utility. As acceptance of ownership of the stock of Utility is an obligation of Applicant under the terms of the PSA, there is no stated consideration for transfer of the stock of Utility to Applicant. Accordingly, there

is no financing of the acquisition of majority organizational control of Utility. It is presently anticipated that the acquisition of Resort's real estate holdings by Applicant will be financed approximately 14% by Applicant equity and 86% of mortgage secured loan funds.

(f) A statement describing how the transfer is in the public interest, including a summary of the buyer's experience in water or wastewater utility operations, a showing of the buyer's financial ability to provide service, and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters:

Applicant has no utility experience, but intends to leave Utility's management and operations intact after acquisition of majority organizational control, and, thus, in the hands of those who have significant utility operations experience. Applicant believes the transfer is in the public interest as per the PSA. Resort is essentially liquidating its assets and will no longer be actively engaged in business. Seller will be acquiring the Resort assets and will be further developing property within the Utility service area, which will provide additional customers to the Utility and improve the financial health of the Utility. The financial statements of Kenny, the sole owner of Applicant, demonstrate Applicant's financial ability to support the Utility and its ability to provide service. Applicant will fulfill the commitments, obligations and representations of Owner with regard to utility matters.

(g) A list of all entities, including affiliates, that have provided, or will provide, funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility.

This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility;

Kenny will be providing funding to Applicant. Kenny's financial statements are attached to this Application as **Exhibit "A"**.

- (h) Applicant states that, after reasonable investigation, the system owned by Utility, the stock of which is being acquired by Applicant, appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP;
- (i) Evidence that the Utility owns the land upon which the utility treatment facilities are located, or a copy of an agreement which provides for the continued use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost effective alternative;

A copy of the Deed to Utility's treatment facilities is attached to this Application as **Exhibit "B"**.

- (j) The original and two copies of sample tariff sheets reflecting the change in ownership;
 The original and two copies of sample/revised tariff sheets reflecting the change in ownership are attached to this Application as Exhibit "C".
- (k) The utility's current certificate(s), or if not available, the applicant shall provide an explanation of the steps the applicant took to obtain the certificate(s).

A copy of Utility's current certificates are attached to this Application as **Exhibit** "D".

(1) The contact person concerning this application is

Garrett J. Kenny ("Kenny") 116 Polo Park East Boulevard Davenport, FL 33897

FILING FEE

Applicant has enclosed the filing fee with the Application: \$1,750.00 for water

and \$1,000.00 for wastewater. Total \$2,750.00.

ACQUISITION DATE

The Applicant intends to close on the acquisition of the Utility stock on or before

October 31, 2008, simultaneously with the closing on the Resort property. Accordingly,

Applicant requests the Commission enter an order approving the acquisition of the Utility

stock, as set forth herein.

AFFIDAVIT

I, Garrett J. Kenny, Managing Member of Feltrim Grenelefe Acquisitions, LLC, 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.

Feltrim Grenelefe Acquisitions, LLC

By: Garrett J. Kenny

Its: Managing Member

Date: X \(\sqrt{2008}\)

FloridaNotaryService.com

(407) 398-0153

EXHIBITS

- A: Applicant Financial Statements
- B: Deed to Utility Facilities
- C: Revised Tariffs
- D: Certificates

EXHIBIT "A" APPLICANT FINANCIAL STATEMENTS

See Attached

182 Richmond, Brunswick St	As at 31 December 200/	Lending	Cost or €	Revaluation €	Additions €	Disposals €	Valuation €	Loans €	Net Value €
180 Bachelors Walk	A TO STORY OF THE PROPERTY OF	***	•					·	·
28 Jan-vis Place			•						
98 Exchange Half Permanent TSB 246,000 35,000 288,000 1438,233 295,767 Custom House Square AlB 400,000 75,000 1438,233 295,767 Custom House Square AlB 400,000 75,000 1438,233 295,767 Filt Richmond Estate AlB 300,000 255,000 650,000 357,000 357,000 255,000 Custom House Square AlB 441,000 205,000 552,000 650,000 357,000 255,000 Custom House Square AlB 441,000 205,000 255,000 255,000 255,000 Custom House Square AlB 441,000 205,000 255,000 255,000 Custom House Square AlB 441,000 205,000 255,000 255,000 Custom House Square AlB 441,000 205,000 255,000 Custom House Square AlB 441,000 205,000 255,000 Custom House Square AlB 441,000 205,000 255,000 Custom House Square AlB 441,000 250,000 255,000 Custom House Square AlB 441,000 250,000 255,000 Custom House Square AlB 441,000 250,000 255,000 255,000 Custom House Square AlB 441,000 250,000 250,000 255,000 Custom House Square AlB 441,000 250,000 250,000 250,000 250,000 Custom House Square AlB 441,000 250,000 250,000 250,000 250,000 250,000 Custom House Square AlB 441,000 250,	TOO BACHRIOIS WAIK	Permanent 135	300,000	25,000		1	329,000		
Api 25, Block C, Smithfield Market	36 Jervis Place	Permanent TSB	230,000	20,000			250,000		
Custom House Square AIB 400,000 75,000 75,000 435,000 39,000 A36,000 39,000 A36,000 39,000 A36,000 39,000 A36,000 39,000 A36,000 39,000 A36,000 A36	96 Exchange Hall	Permanent TSB	245,000				280,000		
19 Richmond Estaise		Permanent TSB				L.		1,438,233	256,767
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Rath Geal			• • • •			-525,000			
147 Bush Park		_				<u> </u>		357,000	293,000
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Expressed in US \$	Apt 67, Block C. Smithfield Market	Anglo trish	550,000	-25,000			525,000	1,349,000	551,000
Unit 43/44 Finglas Business Pk	Value Total	Expressed in Euro	4,475,325	769,675	0	-525,000	4,720,000	3,580,233	1,139,767
Unit 43/44 Finglas Business Pk		Expressed in US \$	6,310,208	1,08 <u>5,242</u>	0	-740,250	6,655,200	5,048,129	1,607,071
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Unit 2 Feltrim Business Pk	Unit 43/44 Finglas Business Pk	Anglo trish	1.050.000	695,000			1,745,000		
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Unit 4b Feltrim Business Pk Anglo Irish Expressed in Euro 3,475,000 2,125,000 0 0 5,600,000 3,636,320 1,963,680 Expressed in US \$ 4,899,750 2,996,250 0 0 7,896,000 5,127,211 2,768,789 Expressed in US \$ 4,899,750 2,996,250 0 0 7,896,000 5,127,211 2,768,789 Expressed in US \$ Expressed in US \$ 4,899,750 2,996,250 0 0 7,896,000 5,127,211 2,768,789 Expressed in US \$ Expressed in	Unit 2a Feltrim Business Pk						100,000		
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Expressed in US \$ 4,899,750 2,996,250 0 0 0 7,896,000 5,127,211 2,768,789 E Stg	Unit 4b Feltrim Business Pk	Anglo Irish	865,000	755,000			1,620,000	3,636,320	1,963,680
£ Stg	Value Total	Expressed in Euro	3,475,000	2,125,000	0	0	5,600,000	3,636,320	1,963,680
14 Keeble Place, Harrods Village AIB 350,000 535,000 885,000 212,417 672,583 Wolds Way, York BOS 300,000 255,000 45,000 255,000 45,000 251,000 39,000 255,000 45,000 221,000 39,000 255,000 221,000 39,000 25 Lavender House, 37 Westferry Gardens, London E14 8RN BOS 575,000 675,000 575,000		Expressed in US \$	4,899,750	2,996,250	0	0	7,896,000	5,127,211	2,768,789
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		Expressed in US \$	7,160,000	1,270,000	0	0	8,430,000	5,842,504	2,587,496

Garrett Kenny Statement of Net Worth As at 31 December 2007

Owned by: GK		\$	\$	\$	\$	•	\$	•
		170,000	155,000			325,000	67,000	258,000
GK		450,000	250,000			700,000	342,000	358,000
						•	•	179,500
			,	430.000				87,500
	33%							87,500
GK							,42,000	373,000
GK		260.000		********			160.000	100,000
GK			50,000					220.000
GK/FF	50%	·	,	80.000			•	24,000
GK	50%	50.000		,				50,000
GK			150,000	900.000			900.000	300,000
GK						0	,	,
ĞK			,			370.000		370,000
GK		70.000						70,000
4 Corners IIc	_	3,400,000		200,000		3,600,000	2,476,672	1,123,328
Expressed in US \$	_	5,380,000	525,000	2,753,000	. 0	8,578,000	4,977,172	3,600,82
		\$	\$	\$	\$	\$	\$	s
						0		(
					-270,000	Ð		(
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					-625,000	0		(
		•						69,200
		225,000			ļ			170,000
								41,000
		350,000					337,509	262,491
				2,100,000			1,500,000	1,300,000
GK	_	900,000	500,000			1,250,000	695,000	555,000
Expressed in US \$		3,425,000	2,720,000	2,100,000	-1,890,000	6,205,000	3,597,309	2,607,69
WARNIN .	GK GK GK GK GK GKFF GK GK GK GK GK 4 Comers IIc	GK G	GK 280,000 GK GK GK 33% GK 260,000 GK 550,000 GK 550,000 GK 50% 50,000 GK 50% 50,000 GK GK 70,000 GK GK 70,000 4 Corners Ilc 3,400,000 Expressed In US \$ 5,380,000 *** ** ** ** ** ** ** **	GK 280,000 70,000 GK GK 33% GK 260,000 GK 50% 550,000 50,000 GK 50% 550,000 GK 150,000 150,000 GK 70,000 GK 70,000 GK 70,000 GK 3,400,000 Expressed In US \$ 5,380,000 525,000 S \$ \$ Owned by: Roseville Ilc 175,000 95,000 Roseville Ilc 495,000 130,000 Roseville Ilc 100,000 140,000 Roseville Ilc 100,000 150,000 Roseville Ilc 100,000 150,000 Roseville Ilc 100,000 150,000 Roseville Ilc 166,000 Roseville Ilc 166,000 Roseville Ilc 350,000 250,000 GK 700,000	GK 280,000 70,000 430,000 GK 33% 250,000 GK 33% 250,000 GK 260,000 GK 550,000 50,000 GK 50,000 GK 5000 GK 5000 GK 50000 GK 50,000 GK 50,000 GK 50,000 GK 50,000 150,000 150,000 GK 70,000 150,000 150,000 GK 370,000 150,000 150,000 GK 370,000 200,000 Expressed In US \$ 5,380,000 525,000 2,753,000 Expressed In US \$ 5,380,000 70,000 Roseville IIC 175,000 95,000 Roseville IIC 495,000 130,000 Roseville IIC 100,000 140,000 Roseville IIC 100,000 1250,000 Roseville IIC 165,000	GK 280,000 70,000 430,000 GK 373,000 GK 373,000 GK 260,000 GK 550,000 50,000 GK 550,000 GK 550,000 GK 50,000 GK 50,000 GK 50,000 GK 50,000 GK 50,000 GK 50,000 GK 70,000 150,000 900,000 GK 370,000 GK 370,000 GK 370,000 GK 370,000 GK 370,000 GK 370,000 GK 3,400,000 525,000 2,753,000 O	GK 280,000 70,000 350,000 350,000 GK 33% 250,000 250,000 250,000 GK 33% 260,000 373,000 373,000 GK 260,000 600,000 GK 550,000 50,000 600,000 GK 50% 50,000 150,000 1200,000 GK 50% 50,000 1200,000 GK 150,000 150,000 1200,000 GK 370,000 370,000 GK 370,000 1200,000 1200,000 GK 370,000 370,000 370,000 GK 370,000 370,000 370,000 GK 370,000 370,000 370,000 GK 370,000 370,000 370,000 GK 3,5380,000 525,000 2,753,000 0 8,578,000 Expressed In US \$ 5,380,000 525,000 2,753,000 0 8,578,000 CRoseville IIC 175,000 95,000 -270,000 0 0 CRoseville IIC 400,000 300,000 FROSEVIII IIC 495,000 130,000 -595,000 0 CROSEVIII IIC 495,000 130,000 -625,000 CROSEVIII IIC 495,000 130,000 -625,000 CROSEVIII IIC 495,000 130,000 -625,000 CROSEVIII IIC 100,000 140,000 -625,000 CROSEVIII IIC 100,000 140,000 GK 700,000 CROSEVIII IIC 100,000 CROSEVIII	GK 280,000 70,000 350,000 170,500 GK 33% 250,000 250,000 162,500 GK 33% 250,000 250,000 162,500 GK 373,000 373,000 373,000 162,500 GK 373,000 50,000 600,000 380,000 GK/FF 50% 80,000 900,000 150,000 GK 150,000 900,000 150,000 900,000 1,200,000 900,000 GK 150,000 150,000 900,000 1,200,000 900,000 GK 150,000 150

Notes:

1) Cost or Valuation is as at 31 December 2006.

2) Revaluation and Additions are either the increase in market value since 2006 or new properties acquired since 2006.

Garrett Kenny Statement of Net Worth As at 31 December 2007

US Devi	Alophient Corporations and CLC (#			Gross	Bank/ Investor	Net
Entity		Business	Valued on	Value US\$	Loan US\$	Value US\$
Bank Ac	ecounts with CNL, BOA & Fifth Third	n/a	Cash Held	220,000		220,000
Shares h	held in CNL Bank	n/a	Cost	100,000	0	100,000
Value of	f development Projects	see attached file	see attached file	86,410,500	54,809,349	31,601,151
Value To	otal		:	86,730,500	54,809,349	31,921,151
Overall	Totals - ALL ASSETS - Expressed in \$					45,093,026
]		14,551,200	10,175,340	4,375,860
				14,783,000	8,574,481	6,208,519
]		8,430,000	5,842,504	2,587,496
Overall	Totals - Other Assets - Expressed in \$			86,730,500	54,809,349	31,921,151
Overall	Totals - ALL ASSETS - Expressed in \$			124,494,700	79,401,674	45,093,026
Overall Overall Overall Overall Overall Overall	Totals - ALL ASSETS - Expressed in \$ Totals - Irish Property - Expressed in \$ Totals - US Property - Expressed in \$ Totals - UK Property - Expressed in \$ Totals - Other Assets - Expressed in \$			86,730,500 86,730,500 14,551,200 14,783,000 8,430,000 86,730,500	54,809,349 54,809,349 10,175,340 8,574,481 5,842,504 54,809,349	31,601,1: 31,921,1 45,093,02 4,375,8 6,208,5 2,587,4 31,921,1

Garrett Kenny Personal Financial Statement At 31 December 2007

			Finance	Bank	Investor	GK	Property
Property Developments	Ownership	Project/Nature of business	House	Loan	Funds	Equity/Loan	Value
		1 is	<u></u>	\$	\$	\$	\$
Appaloosa Ridge Inc.	76%	167 Acre Residential Land Development	Vendor Mortgage	629,183	547,000		2,505,000
Beckett Park Inc.	76%	140 Acre Residential Land Development	Sun Trust	1,725,000	534,375	75,000	5,400,000
Feltrim Hospitality IIc	100%	Hotel Redevelopment	Bay Cities Bank	1,380,000	1,760,000		3,500,000
Feltrim Grenelefe Developments IIc	100%	1,177 acre resort redevelopment		0	1,670,000	530,000	2,200,000
Treehouse IIc	100%	Condo Units on Grenelefe Site	CNL	600,000			800,000
Feltrim Lakeland Developments IIc	100%	Downtown Lakeland Apartment development					25,000
Feltrim Properties IIc	100%	Downtown Lakeland Apartment development			300,000	510,000	810,000
Haines City Commerce Park Inc.	100%	288,000 sq foot Commercial Warehouse site	BB&T	552,652			3,200,000
Haines City Enterprise Center IIc	100%	Office Condo/Warehouse Units Construction	Pinnacle Bank	1,075,000	0	0	1,500,000
Haines City Office Plaza IIc	100%	9,000 sq foot Office Condo Construction	Sun Trust	1,050,000	0	150,000	2,362,500
Haines City Retail Center IIc	100%	10,000 sq foot Retail Unit Construction		0		130,000	250,000
Horseshoe Creek IIc	100%	Small Residential Land redevelopment	BB&T	567,311		298,000	900,000
Kensington Lakeside IIc	100%	85 Unit SFH Lot Development	Citizens Bank	152,550	0	290,000	1,000,000
Lake Annie Reserve Inc.	60%	162 Acre Residential Land Development	FOL/Fifth Third	5,385,000	6,750,000		12,158,000
Masterpiece	100%	100 Acre Residential Land Development	FOL/Bay Cities	2,000,000	1,700,000		4,500,000
Mayfair Developments of Lake Wales IIIp	100%	373 Acre Land Development	FOL/CNL	3,150,000	8,550,000		19,650,000
			FOL FUND PROJECTS	10,535,000	17,000,000	0	36,308,000
Peninsular Drive IIc	100%	6 SFH Unit Construction		0		300,000	450,000
Secret Lake Villas Inc.	100%	80 Unit Condominium Resale		0	375,000	350,000	2,520,000
Southern Dunes Condominiums Inc.	55%	128 Unit Condominium Resale		0			
Tuscana lic	70%	289 Unit Condominium Construction	Anglo Irish Bank Corp plc	13,943,000	413,278	1,539,314	22,680,000
Value Total				32,209,696	22,599,653	4.172.314	86,410,500
Overall Value of Developments to GK					54,809,349		31,601,151

Notes:

- 1) Properties where development has not started are shown at either last appraisal or at current estimated land value. None of the assets have ben subject to professional appraisal for the purposes of this statement.
- 2) The FOL projects are in a ring-fenced structure where (a) all liabilities to FOL are cross secured and (b) GK carries no personal guarantee to FOL. The bank borrowings on each project have personal guarantees but are very low LTV bases \$10.5m versus \$36.3m. There is \$2m in escrowed funds still held for the benefit of each project (shown in value).
- 3) No investor funds carry personal guarantees except for Feltrim Grenelefe and Feltrim Hospitality which are also the only investor loans with ongoing servicing costs all others (including FOL) are back-ended to project completion.
- 4) Tuscana valued on remaining unit basis as of today (81 units) at average value of \$365k discounted by 20%. The value of remaining closings have been ignored for valuation.

Garrett Kenny Personal Financial Statement At 31 December 2007

Property Developments	Personal Guarantee	Completion Date
Appaloosa Ridge Inc.	n	Dec-09 Longer term hold as base is low at \$7k per acre; value of \$20k per acre is against comparable 2006 sales of 35k.
Beckett Park Inc.	у	Jan-10 Land to be rezoned to commercial & expected to close out in 2009. Reappraised in November 2007 to 5.4m as is. 120 bed Microtel Hotel and restaurant out-parcel. Valuation is \$25k per key and \$500k for the outparcel. Hotel closed do
Feltrim Hospitality IIc	у	Dec-08 end of July and water rights agreed late 2007. Construction to start late 2008.
Feltrim Grenelefe Developments IIc	n	Close Acq 10/08 3 Golf Course, Hotel, Marina and residential condo resort with expected rezoning for 1700 residential units.
Treehouse IIc	У	ongoing Individual Units needed for Marina Development in Grenelefe.
Feltrim Lakeland Developments IIc	n	Dec-10 Escrow Deposit Stage.
Feltrim Properties IIc	n	Dec-10 Commerical Units acquired in downtown area for Lakeland Development in 2009.
Haines City Commerce Park Inc.	у	Jun-08 Land bought at \$25k an acre, options being considered currently in terms of build-out.
Haines City Enterprise Center IIc	У	Complete 7 units retained for long term hold. 8 out of total of 22 units now leased up.
Haines City Office Plaza IIc	n	Complete All units now let. Lease terms between 3-7 year terms. Valued at 8% yield.
Haines City Retail Center IIc	n	Dec-08 on hold.
Horseshoe Creek lic	у	Dec-08 on hold - Phase 1 = 11 Unit Lot Development + 1 house. Phase 2 - 9 manuf. Homes.
Kensington Lakeside IIc	у	ongoing 37 lots still on hand.
Lake Annie Reserve Inc.		Dec-10 FOL Project. Refinanced November 07. Lot Development to start 2009
Masterpiece	у	Dec-10 FOL Project. Lot Development to start mid 2009.
Mayfair Developments of Lake Wales IIIp	_ n	Dec-10 FOL Project. Lot Development to start late 2008.
Peninsular Drive IIc	n	Complete 6 units sold; 1 house held and one lakeside lot.
Secret Lake Villas Inc.	n	Mar-08 70 units contracted on and closings to start January 2008.
Southern Dunes Condominiums Inc.	n/a	Complete Sold out in 2005.
Tuscana IIc Value Total	у	Mar-08 Sell Out in process. 204 closed out of 289 and balance of sold units to close by end April/mid May 2008.

Overall Value of Developments to GK

Notes:

- 1) Properties where development has not start for the purposes of this statement.
- 2) The FOL projects are in a ring-fenced struct project have personal guarantees but are ve
- No investor funds carry personal guarantee (including FOL) are back-ended to project c
- 4) Tuscana valued on remaining unit basis as

EXHIBIT "B"

DEED TO UTILITY FACILITIES

See Attached

EXHIBIT "B"

THIS DOCUMENT PREPARED BY:
MARTIN S. FRIEDMAN, ESQUIRE
ROSE, SUNDSTROM & BENTLEY, LLP
600 S. North Lake Boulevard
Suite 160
Altamonte Springs, FL 32701
(407) 830-6331

28-28-06-000000-021000 28-28-08-000000-033010 Parcel ID Numbers

INSTR # 2003206653
BK 05545 PG 1569
RECORDED 10/13/2003 02:12:41 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
DEED DOC 210.00
RECORDING FEES 24.00
RECORDED BY M Stevens

General Warranty Deed

Made this 3 day of Cotoler, 2003 A.D. By GRENELEFE RESORT L.L.C., a Florida limited liability company, whose address is 5601 Windhover Drive, Orlando, Florida 32819, hereinafter called the "Grantor", to GRENELEFE RESORT UTILITY, INC., a Florida corporation, whose address is 5601 Windhover Drive, Orlando, Florida 32819, hereinafter called the "Grantee":

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, viz:

See attached Exhibits "A" and "B"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

Order: 630700090a Doc: 2.0[1]12105[BP|OR.5545.1569[1]5

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful

claims of all persons whomsoever; and that said land is free of all encumbrances except a mortgage in favor of Textron Financial Corporation, and taxes accruing subsequent to December 31, 2002.

This is Not the homestead property of said grantor.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

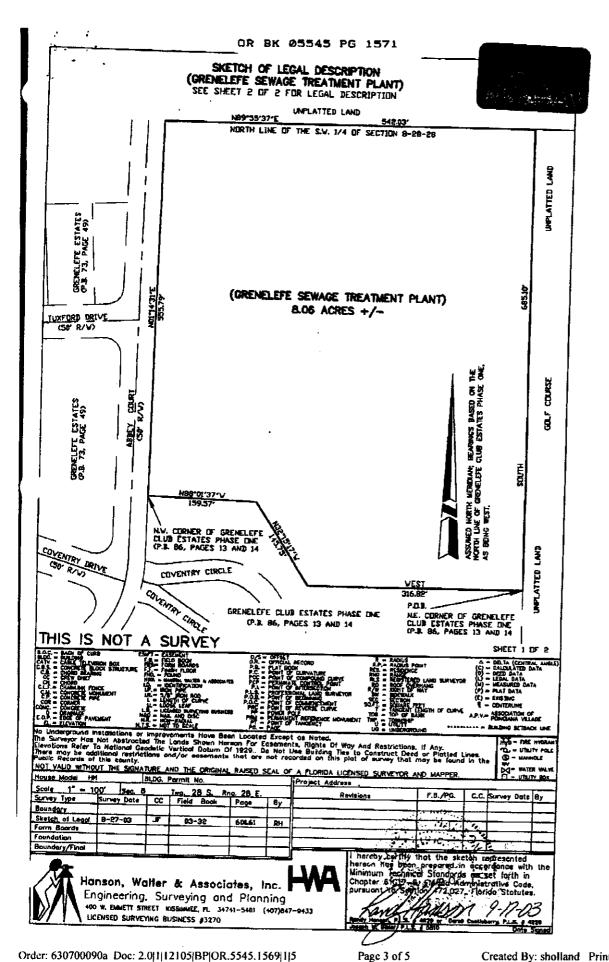
Signed, sealed and delivered in our presence:

	GRENELEFE RESORT, L.L.C.
Dellan Was Jeal	DVs Control Cloude Survey Too Sta Manager
Witness Printed Name PAN No. 1 2AC	BY: Central Florida Investments, Inc., its Manager
	BY: David Stead
Man D.	Its: President
Surry I sea	
Witness Printed Name Nancy Perez	
State of Florida	
State of Florida County of Orange	
The foregoing instrument was acknowledged before	ore me this 3 day of October
2003, by David Suger as Manager of C	entral Florida Investments Inc. on behalf
GRENELEFE RESORT, L.L.C., who is personally as identification	
	1-800-S-MOTARY FL Notary Benton & Banding, No.
	Notary Public - State of Florida
	Printed Name: Maria 6, Scata Sid

-2-

MARIA E. SANTIAGO
MY COMMISSION & DD 069165
12XPIRES: Orinber 31, 2005
1900-NOTAHY Ft. Notery Service & Danning, Inc.

My Commission Expires: 10/31



SHEET 2 OF 2

LEGAL DESCRIPTION:

BEGIN AT THE NORTHEAST CORNER OF GRENELEFE CLUB ESTATES PHASE ONE, AS RECORDED IN PLAT BOOK 86, PAGES 13 AND 14, OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA; THENCE RUN WEST ALONG THE NORTH LINE OF SAID GRENELEFE CLUB ESTATES PHASE ONE, A DISTANCE OF 316.82 FEET; THENCE RUN NORTH 32°15'17" WEST, A DISTANCE OF 145.75 FEET; THENCE RUN NORTH 88°01'37" WEST, A DISTANCE OF 159.57 FEET TO THE NORTHWEST CORNER OF SAID GRENELEFE CLUB ESTATES PHASE ONE, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF ABBEY COURT; THENCE RUN NORTH 01°14'31" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 555.79 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 28 EAST; THENCE RUN NORTH 89°55'37" EAST ALONG SAID NORTH LINE, A DISTANCE OF 542.03 FEET; THENCE RUN SOUTH, A DISTANCE OF 685.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.06 ACRES MORE OR LESS.

SKETCH OF LEGAL DESCRIPTION (GRENELEFE WATER TREATMENT PLANT NUMBER 8)

r = 1

LEGAL DESCRIPTION

BEGIN AT THE NORTH-VEST CORNER OF GRENELEFE CAMELOT CONDOMINIUM UNIT NUMBER 2. AS RECORDED IN CONDOMINIUM BOOK 3, PAGES 41 AND 42, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN SOUTH 25°04'40' EAST, ALONG THE VEST LINE OF GRENELEFE CAMELOT CONDOMINIUM UNIT NUMBER 2. A DISTANCE OF 220.23 FEET; THENCE RUN NORTH 65°04'13' WEST, A DISTANCE OF 133.95 FEET; THENCE RUN SOUTH 85°44'45' VEST, A DISTANCE OF 175.68 FEET; THENCE RUN NORTH 00°21'29' EAST, A DISTANCE OF 72.64 FEET; THENCE RUN NORTH 85°40'44' EAST, A DISTANCE OF 168.17 FEET; THENCE RUN NORTH 26°26'43' EAST, A DISTANCE OF 78.99 FEET TO THE POINT OF BEGINNING. CONTAINING 0.54 ACRES, +/-LILE, CORNEL CHARLESTANDS 불 8∄ UNPLATTED LAND N85'40'44'E 168.17 100°21'29" 72.64 (GRENELEFE WATER TREATMENT PLANT #6) S85'44'46'W 175.68 UNPLATTED LAND THIS IS NOT A SURVEY Been Located Except on Hereon For Economics, I m Of 1929... Do Not Use ents that are not records Rights Of Way And Restrictions, if Any. Building Ties to Construct Deed or Pla and on this plot of survey that may be Revoltions Rafer To Notionof Geodetic Vertical Deturn Of 1929. Do Not United may be additional restrictions and/or essements that are not receivable received of this county.

NOT YALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER House Made HM BLDG. Permit No. Project Address C.C. Survey Date By Scole Two. 28 S. Revisions Survey Type Survey Date Ву Boundery JF Sketch of Legal B-27-83 03-32 62 RН Form Boards Foundation hereon has been prepared in operation in interest hereon has been prepared in operation with interest to the chapter \$1017-6, Register Architecture pursuant to Section 47,027, Florido C th the Hanson, Walter & Associates, Inc. Engineering, Surveying and Planning 400 W. EMMETT STREET KISSMMEE, FL 34741-5481 (407)847-9433 LICENSED SURVEYING BUSINESS #3270

EXHIBIT "C"

REVISED TARIFFS

See Attached

WASTEWATER TARIFF

GRENELEFE RESORT UTILITY, INC. NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

GRENELEFE RESORT UTILITY, INC. NAME OF COMPANY

c/o FELTRIM GRENELEFE ACQUISITIONS, LLC 116 POLO PARK EAST BOULEVARD DAVENPORT, FLORIDA 33897

(Address of Company)

(863) 353-0016 x247 & (407) 920-1596 (Business & Emergency Telephone Numbers)

FLORIDA PUBLIC SERVICE COMMISSION

JEFF SCHILLER
ISSUING OFFICER

NAME OF COMPANY: GRENELEFE RESORT UTILITY, INC.
WASTEWATER TARIFF

RESERVED FOR FUTURE USE

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" The shortened name for the Florida Public Service Commission.
- 4.0 <u>"COMMUNITIES SERVED"</u> The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" The shortened name for the full name of the utility which is Grenelefe Resort Utility. Inc.
- 6.0 <u>"CUSTOMER"</u> 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 that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 <u>"RATE SCHEDULE"</u> The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 <u>"SERVICE"</u> As mentioned in this tariff and in agreement with Customers, "Service" 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.

(Continued to Sheet No. 5.1)

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

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	Sheet Number
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Description of Territory Served	3.1
index of	,
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	21.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER -

507-S

COUNTY -

(

Polk

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number PSC-97-1546-FOF-WS <u>Date Issued</u> December 9, 1997 Docket Number 961006-WS

Filing Type Grandfather 12563-91

PSC-05-0142-PAA-WS

2/02/05

030123-WS

TMOC

(Continued to Sheet No. 3.1)

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 <u>"SERVICE CONNECTION"</u>. The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 <u>"SERVICE LINES"</u> The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 <u>"TERRITORY"</u> The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

	Sheet Number;	Rule <u>Number</u> :
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Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation	8.0	10.0
Continuity of Service	8.0	-8.0
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Delinquent Bills	10.0	17.0
Evidence of Consumption	10.0	22.0
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Refusal or Discontinuance of Service	7.0	5.0

(Continued to Sheet No. 6.1)

JEFF SCHILLER ISSUING OFFICER

ORIGINAL SHEET NO. 6.1

NAME OF COMPANY: GRENELEFÉ RESORT UTILITY, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet <u>Number:</u>	Rule <u>Number</u> :
Right-of-way or Easements	9.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

JEFF SCHILLER
ISSUING OFFICER

<u>UTILITY MANAGER</u> TITLE

WASTEWATER TARIFF

(

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 POLICY DISPUTE Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's facilities in compliance with Commission.
- 7.0 TYPE AND MAINTENANCE In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

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

9.0 <u>LIMITATION OF USE</u> - 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, 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. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 <u>CHANGE OF CUSTOMER'S INSTALLATION</u> 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 <u>INSPECTION OF CUSTOMER'S INSTALLATION</u> 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 taws and governmental regulations. Where municipal or other governmental inspection is required by local rules and 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.

Not withstanding 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.

(Continued on Sheet No. 9.0)

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 <u>ACCESS TO PREMISES</u> In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 <u>RIGHT-OF-WAY OR EASEMENTS</u> 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 rendening of wastewater service.
- 15.0 <u>CUSTOMER BILLING</u> Bills for wastewater service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

In accordance with Rule 25-30,335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any 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.

(Continued on Sheet No. 10.0)

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

(

(Continued from Sheet No. 9.0)

- 17.0 <u>DELINQUENT BILLS</u> When it has been determined that a Gustomer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Gustomer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 <u>TERMINATION OF SERVICE</u> When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WASTEWATER</u> Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 <u>ADJUSTMENT OF BILLS</u> When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 <u>FILING OF CONTRACTS</u> Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 <u>EVIDENCE OF CONSUMPTION</u> 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.

JEFF SCHILLER
ISSUING OFFICER

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 -

Base Facility Charge

5/8" x 3/4"	\$ 8.10	Ū
1*	\$ 20.21	5
1 1/3"	\$ 40.5	1
2"	\$ 84.83	2
3*	\$129.6	3
4*	\$202.5	5
6"	\$405.10	0

Gallonage Charge

\$1.09 (per 1,000 gallons)

MINIMUM CHARGE -

N/A

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for

wastewater service, service may then be discontinued.

EFFECTIVE DATE -

March 30, 2005

TYPE OF FILING -

TMOC

JEFF SCHILLER ISSUING OFFICER

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY -

Available throughout the area served by the Company.

For wastewater service for all purposes in private residences and individually APPLICABILITY -

metered apartment units.

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

Regulations of the Commission.

BILLING PERIOD -Monthly

RATE -Base Facility Charge

5/8" x 3/4" \$8.10 1" \$8.10 1 1/2"

\$8.10

Gallonage Charge

\$1.09 per 1,000 gallons (10,000 maximum)

MINIMUM CHARGE -N/A

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320,

Florida Administrative Code, if a Customer is delinquent in paying the bill for

wastewater service, service may then be discontinued.

EFFECTIVE DATE -March 30, 2005

TYPE OF FILING -TMOC

> JEFF SCHILLER **ISSUING OFFICER**

WASTEWATER TARIFF

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 if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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

•	Residential	General Service
.5/8" x 3/4"	N/A	N/A
1"	N/A	N/A
1 1/2"	N/A	N/A
Over 2"	N/A	N/A

<u>ADDITIONAL DEPOSIT</u> - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of N/A each year.

<u>REFUND OF DEPOSIT</u> - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5). Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE - M

March 30, 2005

TYPE OF FILING -

TMOÇ

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER 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.

<u>INITIAL CONNECTION</u> - This charge may be levied for service initiation at a location where service did not exist previously.

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee .	\$ <u>15.00</u>
Premises Visit Fee	\$ <u>10.00</u>

EFFECTIVE DATE - March 30, 2005

TYPE OF FILING - TMOC

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

REFER TO SERVICE AVAILABILITY POLICY

DESCRIPTION	AMOUNT	SHEET NO TRULE NO.
Customer Connection (Tap-in) Charge 5/8" x 3/4" metered service 1" metered service 1 1/2" metered service 2" metered service Over 2" metered service	\$1 Actual C \$1 Actual C \$1 Actual C	ost ost
Guaranteed Revenue Charge With Prepayment of Service Availability Charges: Residential-per ERC/month ()GPD All others-per gallon/month Without Prepayment of Service Availability Charges Residential-per ERC/month ()GPD All others-per gallon/month	\$: \$	
Inspection Fee	\$ 1	
Main Extension Charge Residential-per ERC (GPD) All others-per gallon or Residential-per lot (foot frontage) All others-per front foot	\$	
Plan Review Charge	\$1	
Plant Capacity Charge Residential-per ERC (GPD)		
System Capacity Charge Residential-per ERC (GPD) All others-per gallon Service Line Extension	.	cost
¹ Actual Cost is equal to the total cost incurred for serv	rices rendered.	
EFFECTIVE DATE - March 30, 2005	•	,
TYPE OF FILING - TMOC		•

JEFF SCHILLER
ISSUING OFFICER

NAME OF COMPANY: GRENELEFE RESORT UTILITY, INC. WASTEWATER TARIFF

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JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

RESERVED FOR FUTURE USE

JEFF SCHILLER
ISSUING OFFICER

WASTEWATER TARIFF

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General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

JEFF SCHILLER
ISSUING OFFICER

<u>UTILITY MANAGER</u> TITLE

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following areas in Range 28 East, Township 28 South, Sections 5, 6, 7 and 8, Polk County, Florida:

The South 1/2 of Section 6; The North 1/2 of Section 7; and

In Sections 7 and 8 described as follows:

The Point of Beginning (POB) identified as the center of Section 7; from the POB run N 89°42'32" E a distance of 2,599.05 feet; to the NW corner of Section 8; thence N 89°50'22" E a distance of 1,320.00 feet; thence South a distance of 1,317.85 feet more or less; thence S 03°59'01" E a distance of 827.42 feet; thence N 89°54'04" W a distance of 1,378.88 feet; to the East line of Section 7; thence S 89°26'13" W a distance of 2,574.02 feet; thence N 00°37'09" W a distance of 2,152.99 feet; to the POB; and

In Section 5 described as follows:

Begin at the SW corner of Section 5, Range 28 E, Township 28 S;

run N 00°13'39" E a distance of 2,641.87 feet to the POB; from the POB run N 00°05'32" W a distance of 660.00 feet; thence N 89°49'05" E a distance of 1,600 feet more or less; thence Southerly along the waters edge of Lake Marion a distance of 688 feet more or less; thence S 89°50'03" W a distance fo 1,407 feet more or less to the POB; and

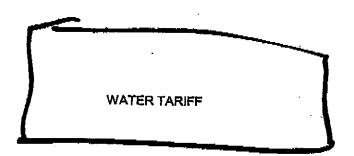
In Section 5 described as follows:

From the SW corner of Section 5, Range 28 E, Township 28 S, also the POB; run N 00°13'39" E a distance a 2,841.87 feet; thence N 69°49'05" W a distance of 971.87 feet; thence S 00°43'25" E a distance of 2,642.27 feet; thence S 89°50'03" W a distance of 994.74 feet to the POB; and

In Section 8 described as follows:

From the NW corner of Section 8, Range 28 E, Township 28 S, also the POB; run N 89°50'03" E a distance of 994.74 feet; thence S 00°02'32" W a distance of 2,634.51 feet; thence S 89°50'22" W a distance of 1,000.27 feet; thence N 00°09'45" E a distance of 2,634.45 feet to the POB.

JEFF SCHILLER
ISSUING OFFICER



GRENELEFE RESORT UTILITY, INC.

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

JEFF SCHILLER
ISSUING OFFICER

WATER TARIFF

GRENELEFE RESORT UTILITY, INC. NAME OF COMPANY

6601 WINDHOVER DRIVE

ORLANDO, FLORIDA 32819

(Address of Company)

(863) 421-5037 & (863) 206-3513 (emergency) (Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

JEFF SCHILLER
ISSUING OFFICER

WATER TARIFF

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Standard Forms	18.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

JEFF SCHILLER
ISSUING OFFICER

<u>UTILITY MANAGER</u> TITLE

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 589-W

COUNTY - Polk

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

PSC-97-1546-FOF-WS

PSC-05-0142-PAA-WS

December 9, 1997

961006-WS

Grandfather

February 7, 2005 030123

TMOC

(Continued to Sheet No. 3.1)

JEFF SCHILLER
ISSUING OFFICER

WATER TARIFF .

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

The following areas in Range 28 East, Township 28 South, Sections 5, 6, 7 and 8, Polk County, Florida:

The South 1/2 of Section 6; The North 1/2 of Section 7; and

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JEFF SCHILLER
ISSUING OFFICER

NAME OF COMPANY: GRENELEFE RESORT UTILITY, INC.
WATER TARIFF

RESERVED FOR FUTURE USE

JEFF SCHILLER
ISSUING OFFICER

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 <u>"BFC"</u> The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 <u>"COMMISSION"</u> The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from snother.
- 5.0 "COMPANY" The shortened name for the full name of the utility which is GRENELEFE RESORT UTILITY, INC.
- 6.0 <u>"CUSTOMER"</u> Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for the payment of that water service.
- 7.0 "CUSTOMER'S INSTALLATION" All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for rendering water service to the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" A pipe, conduit, or other facility used to convey water service to individual service lines or through other mains.
- 9.0 "RATE" Amount which the Company may charge for water service which is applied to the Customer's actual consumption.
- *RATE SCHEDULE* The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 <u>"SERVICE"</u> As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

JEFF SCHILLER
ISSUING OFFICER

<u>UTILITY MANAGER</u> TITLE

WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 <u>UNAUTHORIZED CONNECTIONS</u> <u>WATER</u> Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 <u>METERS</u> All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 21.0 <u>ALL WATER THROUGH METER</u> That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 22.0 <u>ADJUSTMENT OF BILLS</u> When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 23.0 ADJUSTMENT OF BILLS FOR METER ERROR When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 24.0 <u>METER ACCURACY REQUIREMENTS</u> All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 25.0 <u>FILING OF CONTRACTS</u> Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

JEFF SCHILLER
ISSUING OFFICER

WATER TARIFF

(.

(Continued from Sheet No. 5.0)

- 12.0 <u>"SERVICE CONNECTION"</u> The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 <u>"SERVICE LINES"</u> The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 <u>"TERRITORY"</u> The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

JEFF SCHILLER
ISSUING OFFICER

WATER TARIFF

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(Continued to Sheet No. 6.1)

JEFF SCHILLER
ISSUING OFFICER

WATER TARIFF

RULES AND REGULATIONS

1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.

The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 POLICY DISPUTE Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 <u>APPLICATION</u> In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 <u>APPLICATIONS BY AGENTS</u> Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 <u>REFUSAL OR DISCONTINUANCE OF SERVICE</u> The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 <u>EXTENSIONS</u> Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 <u>DELINQUENT BILLS</u> When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

JEFF SCHILLER
ISSUING OFFICER

WATER TARIFF

(Continued from Sheet No. 7.0)

9.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.

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

10.0 <u>LIMITATION OF USE</u> - Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish water service to the adjacent property through one meter even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's water service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for water service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 11.0 CHANGE OF CUSTOMER'S INSTALLATION No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any charge resulting from a violation of this Rule.
- 12.0 <u>PROTECTION OF COMPANY'S PROPERTY</u> The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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

(Continued on Sheet No. 9.0)

JEFF SCHILLER
ISSUING OFFICER

WATER TARIFF

(Continued from Sheet No. 8.0)

13.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

- 14.0 <u>ACCESS TO PREMISES</u> In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 15.0 <u>RIGHT-OF-WAY OR EASEMENTS</u> The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 16.0 <u>CUSTOMER BILLING</u> Bills for water service will be rendered Monthly, Bimonthly, or Quarterly as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public Company shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a Company utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

17.0 <u>TERMINATION OF SERVICE</u> - When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

JEFF SCHILLER
ISSUING OFFICER

UTILITY MANAGER
TITI F

WATER TARIFF

(Continued from Sheet No. 6.0)

•	Sheet <u>Number:</u>	Rule <u>Number</u> :
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Type and Maintenance	7.0	7.0
Unauthorized Connections - Water	10.0	19.0

JEFF SCHILLER
ISSUING OFFICER

NAME OF COMPANY <u>GRENELEFE RESORT UTILITY, INC.</u> WATER TARIFF

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Meter Test Deposit	15.0
Miscellaneous Service Charges	16.0
Residential Service, RS	13.0
Imigation Service	13.1-13.2
Service Availability Fees and Charges	17.0

JEFF SCHILLER
ISSUING OFFICER

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 and Semi-monthly

RATE -

Base Facility Charge

5/8" x 3/4" .	\$ 5.81
1"	\$ 14.53
1 1/4"	\$ 29.06
2"	\$ 48.49
3"	\$ 92,98
4"	\$145.28
6" .	\$290.57

Gallonage Charge

\$.76 (per 1,000 gallons)

MINIMUM CHARGE -

N/A

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water

service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Transfer of Majority Organizational Control

JEFF SCHILLER ISSUING OFFICER

WATER TARIFF.

RESIDENTIAL SERVICE RATE SCHEDULE RS

AVAILABILITY -Available throughout the area served by the Company.

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

apartment units.

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

Regulations of the Commission.

BILLING PERIOD -Monthly

RATE -Base Facility Charge

> 5/8" x 3/4". \$ 5.81 \$ 14.53 1 1/3" \$ 29.06

Gallonage Charge (per 1,000 gallons)

(0 - 10,000 gallons) (10,000 - 35,000) .76 1.52 (35,000 +)2.28

MINIMUM CHARGE - N/A

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30,320,

Florida Administrative Code, if a Customer is delinquent in paying the bill for water

service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -Transfer of Majority Organizational Control

> JEFF SCHILLER ISSUING OFFICER

WATER TARIFF

IRRIGATION SERVICE

POTABLE WATER

AVAILABILITY -

Either potable or non-potable water is available throughout the area served

by the Company.

APPLICABILITY -

For irrigation service of all purposes.

LIMITATIONS -

Subject to all of the Rules and Regulations of this Tariff and General Rules

and Regulations of the Commission

BILLING PERIOD -

Monthly

RATE -

Base Facility Charge

All meter sizes

\$5.81

Gallonage Charge (per 1,000 gallons)

(0 - 25,000 gallons)

\$1,52

(25,000+ gallons)

\$2.28

MINIMUM CHARGE -

N/A

IERMS OF PAYMENT -

Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying

the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Transfer of Majority Organizational Control

JEFF SCHILLER
ISSUING OFFICER

ORIGINAL SHEET NO. 13.2

NAME OF COMPANY: GRENELEFE RESORT UTILITY, INC.

WATER TARIFF

IRRIGATION SERVICE

NONPOTABLE WATER

AVAILABILITY -

Either potable or non-potable water is available throughout the area served

by the Company.

APPLICABILITY -

For irrigation service of all purposes,

LIMITATIONS -

Subject to all of the Rules and Regulations of this Tariff and General Rules

and Regulations of the Commission

BILLING PERIOD -

Monthly

RATE -

Meter Size	Base Rate	<u>Usage\$/Kgals</u>	Inverted Rate
5/8" x 3/4"	\$ 2.99	\$ 0.64 to 50K	\$ 2.28 > 50K
1"	\$ 7.47	\$ 0.64 to 125K	\$ 2.28 > 125K
1 ½ "	\$ 14.95	\$ 0.64 to 250K	\$ 2.28 > 250K
2"	\$ 23.92	\$ 0.64 to 400K	\$ 2.28 > 400K

MINIMUM CHARGE -

N/A

TERMS OF PAYMENT -

Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying

the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING -

Transfer of Majority Organizational Control

JEFF SCHILLER ISSUING OFFICER

WATER TARIFF -

CUSTOMER DEPOSITS

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

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

•	Residential	General Service
5/8" x 3/4"	N/A	N/A
1"	N/A	N/A
1 1/2"	N/A	N/A
Over 2"	N/A	N/A

<u>ADDITIONAL DEPOSIT</u> - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30,311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of N/A each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -	
TYPE OF FILING -	Transfer of Majority Organizational Contro

JEFF SCHILLER
ISSUING OFFICER

WATER TARIFF-

METER TEST DEPOSIT

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

METERSIZE	FEE
5/8" x 3/4" 1" and 1 1/2" 2" and over	\$20.00 \$25.00
▼, sud ö∧6t	Actual Cost

REFUND OF METER BENCH TEST DEPOSIT - The Company may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A Customer may request a no-charge field test of the accuracy of a meter in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -	
TYPE OF FILING -	Transfer of Majority Organizational Contro

JEFF SCHILLER ISSUING OFFICER

NAME OF COMPANY: GRENELEFE RESORT UTILITY, INC.
WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>		
Normal Reconnection Fee	\$ <u>15.00</u>		
Violation Reconnection Fee	\$ <u>15.00</u>		
Premises Visit Fee (in lieu of disconnection)	\$ 10.00		
FFECTIVE DATE			
TYPE OF FILING - Transfer of Majority Organizational	Control		

JEFF SCHILLER
ISSUING OFFICER

NAME OF COMPANY: GRENELEFE RESORT UTILITY, INC. WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES Refer to Service Availability Policy

<u>:</u> <u>-</u> .

•		
Description	Amount	Sheet No /Rule No.
Back-Flow Preventor Installation Fee		
5/8" x 3/4"	\$	
1	\$	
1 1/2"	\$ \$ \$	
2"	Š .	
Over 2"	й.	
Customer Connection (Tap-in) Charge	•	
5/8" x 3/4" metered service	\$1 Actual Cost	i
1" metered service	\$1 Actual Cost	
1 1/2" metered service	\$1 Actual Cost	
2" metered service	\$1 Actual Cost	
Over 2" metered service	·\$¹ Actual Cost	
• • • • • • • • • • • • • • • • • • • •	Actnat Cost	
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges:	•	•
Residential-per ERC/month (GPD)	\$	
All others-per gallon/month	\$	•
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (GPD)	\$	
All others-per gallon/month	\$.	•
inspection Fee	\$ '	
Main Extension Charge		
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (foot frontage)	\$	
All others-per front foot	Š	•
Meter Installation Fee	T	
5/8" x 3/4"	\$ 65.00	
1"	\$1 Actual Cost	•
1 1/2"	\$1 Actual Cost	
2*	\$¹ Actual Cost	•
Over 2"	\$ Actual Cost	
	S ¹	•
Plan Review Charge	a	
Plant Capacity Charge		
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
System Capacity Charge	_	
Residential-per ERC (GPD)	\$	
All others-per gallon	\$	
Service Line Extension	\$1 Actual Cost	
¹ Actual Cost is equal to the total cost incurred for services rendered.		
		•
EFFECTIVE DATE -		
LITEOTIVE DATE		
TVDE OF EILING Transfer of Majority Occupiestics of October	.1	
<u>TYPE OF FILING</u> - Transfer of Majority Organizational Contro	JEFF SC	CHILLER
		OFFICER
·		
	I ITII ITY	MANAGER
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ORIGINAL SHEET NO. 18.0

NAME OF COMPANY: <u>GRENELEFE RESORT UTILITY, INC.</u> WATER TARIFF

INDEX OF STANDARD FORMS

<u>Description</u>	Sheet No.
APPLICATION FOR METER INSTALLATION	21.0
APPLICATION FOR WATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	22.0
RESERVED FOR FUTURE USE	19.0

JEFF SCHILLER
ISSUING OFFICER

NAME OF COMPANY: GRENELEFE RESORT UTILITY, INC.
WATER TARIFF

RESERVED FOR FUTURE USE

JEFF SCHILLER
ISSUING OFFICER

<u>UTILITY MANAGER</u> TITLE

WATER TARIFF

GRENELEFE RESORT UTILITY, INC. Application Form

	ne	Telephone	···			
3illi	ng Address					
	City		State	Zip		
Ser	vice Address			· · · · · · · · · · · · · · · · · · ·		
	City			State	Zip	
)at	e service should begin				- 	
Зег	vice requested:	WaterWaster	water	_Both		
کاریا	signing this agreement, th	e Customer sarees to t	ba followi	ina:	·	٠
'J \		_	•	•		
•	The Company shall not facilities. The Customer controlled and protected to discontinue or withhouse	r agrees not to utilize an For which may adversely	y appliand affect the	ce or device wh water service;	ich is not proper	ly constructed
?. .	The Company may refus or agent of a household	, organization, or busine	esş for an	y of the reason	s contained in R	ule 25-30.320
	subject to immediate (Administrative Code.	ode. Any unauthorized discontinuance without	d connect notice, i	ions to the Cus n accordance	tomer's water s with Rule 25-3	ervice shall b
١.	subject to immediate	discontinuance without abide by all existing Co per has received from t	notice, i ompany R he Comp	n accordance ules and Regula	with Rule 25-3 ations as contain the brochure "Y	ervice shall b 0.320, Florid
	Administrative Code. The Customer agrees to In addition, the Custom	discontinuance without abide by all existing Co ter has received from to aduced by the Forida P to be rendered - Monthly 20 days of mailing bills	notice, i ompany R he Comp ublic Sen	n accordance ules and Regula any a copy of to vice Commission ly, or Quarterly	with Rule 25-3 ations as contain the brochure "You. as stated in the	ervice shall b 0.320, Florid ned in the tarif our Water an
•	Administrative Code. The Customer agrees to In addition, the Custom Wastewater Service" probables for water service with Bills must be paid within	discontinuance without abide by all existing Color has received from toduced by the Forida Police and a service of the total police and the total police to terminate service coany, the Company may	ompany R he Comp ublic Sen Bimonth If paym on any pre	n accordance ules and Regula any a copy of to vice Commission ly, or Quarterly ent is not made	with Rule 25-3 ations as contain the brochure "Your. as stated in the after five working	ervice shall be 0.320, Florid the din the tarifour Water an rate schedule by days writted the days will be days writted the days writted the days writted the days will be days writted the days writted the days writted the days will be days writted the days writted the days writted the days will be days writted the days writted the days writted the days will be days writted the days writted the days will be days writted the days writted the days writted the days will be days writted the days writted the days writted the days will be days writted the days writted the days will be days
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NAME OF COMPANY: <u>GRENELEFE RESORT UTILITY, INC.</u>
WATER TARIFF

APPLICATION FOR METER INSTALLATION

Grenelefe Utilities Service Initiation Request

REQUEST DATE:			· · · · · · · · · · · · · · · · · · ·		
OWNER'S NAME:	·				
SERVICE ADDRESS:	<u> </u>				
METER SIZE (SERVICE CODE):		IRR		POT	
BASE METER READING:		IRR		POT	
METER TYPE:		IRR		POT	
METER #:		IRR		POT	
DATE INSTALLED:		IRR		POT	

JEFF SCHILLER
ISSUING OFFICER

NAME OF COMPANY: GRENELEFE RESORT UTILITY, INC.
WATER TARIFF

COPY OF CUSTOMER'S BILL

KATER A	SERE	•	. •	Gronel	afe · Zago	er Beiliey,	·Inc.
Que Date 08/15/03	07/01/03	3,00	Due Date	27/01/03	Read	\$04729 2783210 607240	Pravious Roád
Water Dom. bose fee Sewer Sewer See See See Inigation tripation Tax Sect. 3510A 081500		1.92 6.81 2.75 8.10 36.69 5.81 1.22 62.20	Water Domestic base fee Sower base fee Imigation Imigation base Tax 3610A	Due	0,00 1,92 5,81 2,76 0,10 32,59 5,81 1,22	2607250 2520 24070 84 802	Dasge Osc
fa ino	⊕		44 COVENTRY PLEASE PUT YOU; QUESTIONS, R	R ACCOUN	Y # ON CHE 22-7511 x 5	52.20 CK 104	

Greenless Resort Drilley, Inc. POST OFFICE BOX 158
BAINES CITY, FL 33845-0158

COVENTRY DRIVE

JEFF SCHILLER ISSUING OFFICER

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

Description

Sheet Number

Schedule of Fees and Charges

Go to Sheet No. 17.0

Service Availability Policy

24.0

JEFF SCHILLER ISSUING OFFICER

WATER TARIFF

SERVICE AVAILABILITY POLICY

The water distribution service is currently in place to serve all lots within the service area. Customers shall pay the PSC approved cost of the water meter and its installation at the time service is requested. It shall be the customer's responsibility to connect its service lateral to the water meter.

JEFF SCHILLER
ISSUING OFFICER

EXHIBIT "D"

CERTIFICATES

Applicant was unable to obtain originals or copies of the utility's current certificates from Grenelefe Resort Utility, Inc.; Grenelefe Resort, LLC; or Central Florida Investments, Inc.