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COMMISSION
CLERK

110255-WU

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August 18, 2011

Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Application for Approval of Transfer of Brendenwood Water System, Inc.

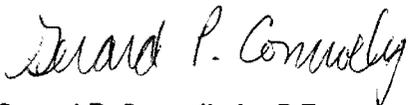
To Whom It May Concern:

Attached is the original and five (5) copies of the filing of Brendenwood Utilities, LLC.'s application for approval of transfer of Brendenwood Water System, Inc and for granting an initial certificate in Lake County, Florida. Also attached is the required filing fee of \$750.00. Brendenwood Water Systems, Inc. is a Class C utility which is currently providing water service to 58 customers in Lake County, Florida. The Seller has decided to leave the utility business and sell the assets of the Brendenwood Water System. Although the Buyer has many years of experience in operating and managing private and public water and wastewater systems, Brendenwood Utilities, LLC, is a newly formed Limited Liability Corporation in the State of Florida and this is the owners first acquisition of a water or wastewater system.

If you have any questions, please feel free to contact me at (352) 602-4170 or via email at gpcconnollyjr@gmail.com. Thank you.

Sincerely,

BRENDENWOOD UTILITIES, LLC.



Gerard P. Connolly Jr., P.E.

Enclosures

- COM _____
- APA _____
- ECR 4
- GCL 1
- RAD _____
- SSC _____
- ADM _____
- OPC _____
- CLK _____

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

Initials of person who forwarded check

GM

DOCUMENT NUMBER-DATE

05876 AUG 18 =

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Brendenwood Utilities, LLC.'s Application
For Approval of Transfer of Brendenwood Water
System, Inc. and Granting an Initial Certificate
To Serve in Lake County, Florida.

BRENDENWOOD UTILITIES, LLC.'s APPLICATION
FOR APPROVAL OF TRANSFER OF BRENDENWOOD
WATER SYSTEM, INC. AND NEW
CERTIFICATE IN LAKE COUNTY, FLORIDA

Brendenwood Utilities, LLC. ("Buyer"), pursuant to Florida Statutes, Chapter 367, and Rule 25-30.037 of the Florida Administrative Code, hereby files this application for approval of the transfer of the Brendenwood water system and for granting an initial certificate to Brendenwood Utilities, LLC. in Lake County, Florida. In support of the Application, Brendenwood Utilities, LLC. submits the following information:

25-30.037 Application for Authority to Transfer.

- (1) This rule applies to any application for the transfer of an existing water or wastewater system, regardless of whether service is currently being provided. This rule does not apply where the transfer is of an exempt or non-jurisdictional system and will result in the system continuing to be exempt from or not subject to Commission jurisdiction. The application for transfer may result in the transfer of the seller's existing certificate, amendment of the buyer's certificate or granting an initial certificate to the buyer.
- (2) Each application for transfer of certificate of authorization, facilities or any portion thereof, to a non-governmental entity shall include the following information

- (a) The complete name and address of the seller;
Brendenwood Water System Inc.
c/o Debra Day Braceland, President
22631 Rockland Avenue
Sorrento, FL 32776

-
- (b) The complete name and address of the buyer;
Brendenwood Utilities, LLC.
P.O. Box 350065
Grand Island, FL 32735
(352) 602-4170
gpconnollyjr@gmail.com

-
- (c) The nature of the buyer's business organization, i.e., corporation, partnership, limited partnership, sole proprietorship, or association;
Brendenwood Utilities, LLC. is a newly formed Limited Liability Corporation in the State of Florida.
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(d) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners or any other person(s) who will own an interest in the utility;
Gerard P. Connolly Jr. is the only member and registered agent of Brendenwood Utilities, LLC.

(e) The date and state of incorporation or organization of the buyer;
Brendenwood Utilities, LLC. was organized in the State of Florida in July, 2011. The Employee Identification Number (EIN) for Brendenwood Utilities, LLC is 45-2926793.

(f) The names and locations of any other water or wastewater utilities owned by the buyer;
The Buyer does not currently own any other water or wastewater utilities. However, the Buyer anticipates purchasing other water and/or wastewater utilities within the State of Florida.

(g) A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

1. Purchase price and terms of payment;

The purchase price and terms are included in the asset purchase agreement, which is included in this filing as Attachment A. The total purchase price for the Brendenwood Water system is \$50,000. Of the \$50,000, \$45,000 is paid upon closing and the remainder \$5,000 must be paid within 1 year from the closing date. The retainage is intended to ensure the Buyer receives all necessary paperwork and information from the Seller as may be necessary.

2. A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities;

The assets purchased and liabilities assumed are included in the asset purchase agreement, which is included in this filing as Attachment A.

3. A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations:

There are no promised salaries, retainer fees, stock, stock options or assumption of obligations included in the asset purchase agreement, which is included in this filing as Attachment A.

(h) The contract for sale shall also provide for the disposition, where applicable, of the following:

1. Customer deposits and interest thereon;

Not Applicable. There are no customer deposits.

2. Any guaranteed revenue contracts;

Not Applicable. There are no guaranteed revenue contracts.

3. Developer agreements;

Not Applicable. The Brendenwood Water System is built out and there are no developer agreements.

4. Customer advances;

Not Applicable. There are no customer advances.

5. Debt of the utility;

The Seller had a small loan to cover the cost of the hydro tank painting. However, the debt incurred by the Seller will be paid in full by the Seller using cash from the sale of the system.

6. Leases;

Not Applicable. There are no leases.

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

The water system will be acquired with cash from the Buyer. No loans or other financing is required. Also, the Buyer has sufficient money in case of an unexpected expense or emergency.

- (j) A statement indicating 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;

The Seller inherited the water system from her deceased father, who developed the subdivision and water system. The Seller is not interested in operating a water utility and has tried to sell the system in the past. The Buyer has been employed in the water and wastewater industry for the past 13 years and has managed public and private water and wastewater facilities for the past 8 years. The Buyer has water and wastewater licenses and is a licensed Professional Engineer in the States of Florida and Illinois. The Buyer will also utilize the services of a former customer service manager with 25 years experience in utility billing to perform the customer service and billing functions of the utility. With the knowledge and experience of the Buyer in managing and operating water and wastewater systems, the Buyer has the resources available to comply with evolving water quality standards while providing excellent customer service. Also, the Buyer has sufficient resources, including the financial capability, to fulfill the commitments, obligations and representations of the Brendenwood Water System.

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- (k) A list of all entities upon which the applicant is relying to 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;

The buyer is utilizing cash obtained from the sale of personal property to fund the purchase of the Brendenwood Water System and to fulfill the commitments and obligations of the Utility.

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- (l) The proposed net book value of the system as of the date of the proposed transfer. If rate base has been established by this Commission, state the order number and date issued and identify all adjustments made to update this rate base to the date of transfer;

Rate base has been previously established at \$13,213 and was reported in the most recent staff-assisted rate case Docket No. 090346-WU Lake County by Brendenwood Water Systems, Inc. and approved under Order No. PSC-IO-0167-PAA-WU System, Inc., which was issued on March 23, 2010.

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- (m) A statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested;

The buyer does not seek an acquisition adjustment and is able to operate and manage the Brendenwood water system under the recently approved rates.

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- (n) If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records;

Not Applicable, rate base has already been established for this Utility system.

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- (o) A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns;

The Buyer will obtain the necessary tax returns from the Seller since the most recent rate case, which was approved under Order No. PSC-IO-0167-PAA-WU System, Inc. and issued on March 23, 2010.

- (p) A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them;

The buyer has completed a detailed inspection of the water system and after a rigorous investigation, the system being acquired appears to be in good condition and in compliance with all requirements set by DEP and SJRWMD. There are no outstanding consent orders or Notice of Violations and there are no major improvements required at this time.

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- (q) 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;

Attachment B is documentation obtained from the Lake County Property appraiser's website, which shows the property of the treatment facilities and ownership by Brendenwood Water Systems, Inc.

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- (r) A statement regarding the disposition of any outstanding regulatory assessment fees, fines, or refunds owed;

The Seller or Buyer are not aware of any outstanding regulatory assessment fees, fines or refunds owed by the Utility.

-
- (s) The original and two copies of sample tariff sheets reflecting the change in ownership; and
Please see attachment C for sample tariff sheets.

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- (t) The utility's current certificate(s), or if not available, provide an explanation of the steps the applicant took to obtain the certificate(s).

Please see attachment D for a copy of the utility's current certificate.

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- (3) 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:

- (a) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located; the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located; 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 and holding a certificate granted by the Commission; the regional planning council; the Office of Public Counsel; the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services; the appropriate regional office of the Department of Environmental Protection; and the appropriate water management district.
- (b) 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 being transferred. A copy of the Notice shall accompany the affidavit.
- (c) 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.

Please see attachment E for the proposed notice and list of addresses that the notice will be mailed. Also, an affidavit stating that the notice was given and that notice was published in a newspaper of general circulation will be a late filed exhibit.

(4) Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:
For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be \$750.

A check in the amount of \$750 was included in this filing.

I Gerard P. Connolly Jr. (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: Gerard P. Connolly Jr.
Applicants Signature

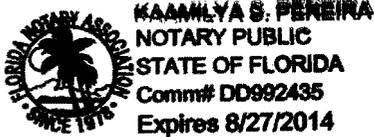
Gerard P. Connolly Jr.
Applicants Name (Typed)

Registered Agent
Applicants Title

Subscribed and sworn to before me this 17th day in the month of August in the year of 2011 by Gerard P. Connolly

who is personally known to me or produced identification

N/A
Type of Identification Produced



KSP
Notary Public Signature

Kaamilya Pereira
Print Name of Notary Public

* If 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 applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

ATTACHMENT A

**ASSET PURCHASE
AGREEMENT**

THIS ASSET PURCHASE AGREEMENT, dated as of the 7th day of August, 2011, by and between BRENDENWOOD WATER INC, with an address of 22631 Rockland Avenue, Sorrento, FL 32776 ("SELLER"), and BRENDENWOOD UTILITIES, LLC, a Florida Limited Liability Corporation with an address of PO Box 350065, Grand Island, FL 32735 ("BUYER"), with reference to the following RECITALS:

RECITALS

- A. SELLER owns, maintains and operates a water production and distribution system (the "System") that provides water service to the residents of the Brendenwood Subdivision, Jeremy Estates, Grand Island Post Office, and 36305 S. Fish Camp Road within Lake County, Florida (the "Service Area").
- B. SELLER desires to sell, and BUYER desires to purchase the properties and rights of SELLER owned and used in connection with its System, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. SALE AND PURCHASE OF THE SELLER'S WATER SYSTEM ASSETS

Subject to the terms and conditions hereinafter set forth, BUYER shall purchase from SELLER, and SELLER shall sell, assign, transfer, grant, convey and deliver to BUYER at Closing (hereinafter defined), all of the System assets, properties and rights of SELLER (whether tangible or intangible, real, personal or mixed) which are held, used or useful in connection with the production, treatment and distribution of water within the Service Area (the "Assets").

The Assets are being sold free and clear of all mortgages, liens, pledges, security interest, charges, taxes, claims, restrictions and encumbrances of any nature whatsoever.

1.1 Assets Further Defined

The Assets shall, without limitation to the definition stated above, include the specific assets, properties and rights of SELLER set forth:

- (a) all the land, buildings (excluding portable shed and lawn equipment), pipes, pipelines, wells, treatment equipment and facilities, pumping stations, storage tanks and facilities, improvements, fixtures, rights-of-way, rights, uses, licenses and easements owned by SELLER, or in which SELLER has an interest.
- (b) all rights of SELLER under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets;
- (c) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the utility services provided by SELLER (excluding any records required by the SELLER for tax purposes.)

1.2 Excluded Assets

Notwithstanding the foregoing, the Assets shall not include any of the following:

- (a) any and all customer service lines that run from beyond the meter to each individual residence, commercial or industrial structure served by the Assets;
- (b) all piping and fixtures internal to each individual customer's structure;
- (c) SELLER's cash, electric deposit, and accounts receivables as of the date of Closing.

1.3 Consideration

The total purchase price ("Purchase Price") for the Assets will include a total sum of Fifty Thousand (\$50,000) dollars for the assets attributable to the water system. The Purchase Price shall be paid in the following manner. 1) Forty Five Thousand (\$45,000) Cashier's Check drawn on a local bank at Closing and the remaining Five Thousand (\$5,000) will be paid within one year of the Closing Date. A penalty of 10% annually will be added to the \$5,000 if it is not paid within one (1) year of the closing. The seller shall receive income of \$50,000. All closing costs will be paid by the BUYER. The date of the Closing is referred to herein as the "Closing Date". BUYER and SELLER agree that if Department of Environmental Protection (DEP), St. Johns River Water Management District (SJRWMD) or Florida Public Service Commission (FPSC) disapproves the Transfer of Assets for any reason, then either SELLER or BUYER can unwind and terminate this Agreement. Prior to Closing, BUYER will perform a final due diligence of all facilities and assets. The due diligence is to ensure all assets are in the same working condition, that all permits are valid, current and that there are no compliance infractions in force at the time of the date of this final completion of this Agreement.

1.4 Non-Assumption of Liabilities

All liabilities and obligations of SELLER shall remain the sole responsibility of SELLER, including any and all liabilities or obligations. BUYER shall not assume and shall not be liable for any liabilities or obligations of SELLER of any nature whatsoever, whether express or implied, fixed or contingent, whatsoever.

2. CLOSING

Subject to the provisions of Sections 4 and 5, Closing hereunder (the "Closing") shall take place, on or before a date thirty (30) days after the receipt of final regulatory approvals. The effective time of the legal transfer hereunder shall be 12:01 a.m. on the day following the Closing Date.

2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

- (a) SELLER shall deliver to BUYER, the Assets, including, without limitation, the following:
 - (i) instruments and documents of conveyance and transfer, all in form reasonably satisfactory to BUYER, as shall be necessary and effective to transfer and assign to, and vest in, BUYER's good and marketable title to the Assets and all rights to operate the water system as such is now being operated, including, but not limited to the following documents: a Deed for each parcel to be conveyed; a Bill of Sale and Assignments; an Assignment and Grant of Easement for any easement required to utilize, maintain, repair and replace any facilities located

outside of any parcels to be conveyed and/or publicly dedicated roadways; and an appropriate Sanitary Control Easement, when required, as they exist.

- (ii) a complete and accurate list of the names and addresses of all customers of SELLER, both in paper form and in electronic form on a diskette that can be downloaded to a computer, along with a billing history for each customer;
- (ii) keys to any and all buildings and gates;

and simultaneously with such delivery, all such steps shall be taken as may be required to put BUYER in actual possession and operating control of the Assets.

- (b) BUYER and SELLER agree that final meter readings shall be conducted within three (3) days immediately prior to Closing. These readings shall be utilized by the SELLER for the purpose of issuing final bills, and shall constitute the opening readings for BUYER. BUYER shall use these readings to begin the billing cycle for its new customers following Closing, and shall not be responsible for the collection of any amounts due SELLER for bills issued by SELLER as a result of SELLER'S final meter reading. For any account not paid in full to SELLER, the BUYER will work with the SELLER to help the SELLER collect any unpaid amounts.
- (c) BUYERS notification for payment processing to customers (name and address change) should not be communicated to customers before the 15th of the month following the sale date.

2.2 Transfer of Utilities and Other Critical Operations

SELLER and BUYER will cooperate to transfer utility service to any of the Assets as of the Closing Date.

SELLER and BUYER will cooperate to transfer operator and maintenance services as of the Closing Date. BUYER will be responsible to ensure appropriate monitoring and maintenance is in place at Closing.

2.3 Further Assurances

SELLER, from time to time after the Closing, at BUYER'S request, and without compensation, will execute, acknowledge and deliver to BUYER such other instruments of sale, conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as BUYER may reasonably require in order to vest in BUYER, and/or to place BUYER fully in possession of all of the Assets.

3. CONDUCT OF PARTIES PENDING CLOSING

3.1 SELLER agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by BUYER:

- (a) The business of SELLER shall be conducted solely in the ordinary course consistent with past practice and shall maintain and service the tangible Assets in good working order such that they will be in proper working order at Closing.
- (b) SELLER will use its best efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.

- (c) SELLER shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.
- (d) SELLER will promptly advise BUYER in writing of all events between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.
- (e) SELLER will promptly advise BUYER in writing promptly after SELLER receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to BUYER, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of SELLER.
- (f) SELLER will conduct its business in such a manner that at the Closing the representations and warranties of SELLER contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, SELLER will use its best efforts to cause all of the conditions to this Agreement to be satisfied on or prior to the Closing Date.
- (g) SELLER will give to BUYER free and full access to and the right to inspect all of the premises, properties, assets, records, contracts and other documents relating to its business and operations.
- (h) SELLER will provide BUYER with names, addresses and phone numbers of suppliers servicing SELLER, and it is BUYER'S obligation to transfer services to Brendenwood Utilities LLC. SELLER is not responsible to teach BUYER how to execute the duties of these services.

4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of SELLER under this Agreement are subject to the fulfillment or satisfaction, or waiver by SELLER, prior to or at the Closing, of each of the following conditions precedent:

4.1 Performance by BUYER

BUYER shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and if desired by SELLER, shall furnish a certificate of BUYER dated the Closing Date, signed by BUYER, certifying, in such detail as SELLER may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by BUYER in this Agreement are true and correct as of Closing, except such as have been rendered incorrect because of events which occurred after the date hereof, as disclosed in writing by BUYER to SELLER within a reasonable time after the event occurred.

4.2 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

All obligations of BUYER under this Agreement are subject to the fulfillment or satisfaction, or waiver by BUYER, prior to or at the Closing, of each of the following conditions precedent:

5.1 Satisfaction with Operational and Real Estate Title Issues

BUYER shall be satisfied with its review of the real estate and the quality of title to be conveyed to BUYER from SELLER.

5.2 Closing Certificate; Performance by SELLER

SELLER shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with it prior to or at the Closing; and if desired by BUYER, shall furnish a certificate of SELLER dated the Closing Date, signed by the appropriate officials of SELLER, certifying, in such detail as BUYER may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties are true and correct as of Closing.

5.3 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

5.4 Governmental Approvals

BUYER shall have received all governmental approvals and authorizations needed for the transfer of the Assets, including, but not limited to, the DEP, FPSC and the St. John's Water Management District, upon terms and conditions acceptable to BUYER, to enable BUYER to assume ownership and operation of the System Assets and to provide water service to the public in the service territory presently being served by SELLER.

5.5 Regulatory Approval Contingency. The sale of assets contemplated by this Agreement is subject to and contingent upon the receipt of a favorable Florida Public Service Commission ("FPSC") approval upon terms and conditions reasonably acceptable to BUYER as to such approval. In the event that the FPSC staff and/or the FPSC determines that the sale and transfer of the Water System Assets is not in the public interest and that BUYER will not fulfill the commitments, obligations, and representations of the utility, and, therefore, the FPSC denies such transfer, or in the event that the FPSC staff recommends and/or the FPSC approves the sale and transfer of the Water System Assets upon terms and conditions not reasonably acceptable to BUYER or SELLER, then the Water System Assets remain with the SELLER. If FPSC makes demands or obligations that are not acceptable to SELLER or BUYER, any and all agreements or understandings will be null and void between the SELLER and BUYER.

5.6 Satisfaction of BUYER

All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by BUYER in the exercise of its reasonable judgment.

6. **REPRESENTATIONS AND WARRANTIES OF SELLER**

BUYER WILL EXERCISE DUE DILIGENCE IN EXAMINATION OF THE FOLLOWING:

6.1 *SELLER hereby represents and warrants to BUYER as follows;*

- (a) **Organization.** Brendenwood Water System Inc., is duly organized, validly existing and in good standing under the laws of the State of Florida.
- (b) **System Ownership.** SELLER holds the exclusive right, title, interest and power to sell the assets of the System.
- (c) **Current Operations.** SELLER has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the business of the System as it has been and is now being conducted and to own and operate the System.
- (d) **Legal Authority.** SELLER has the full power and lawful authority to transfer to BUYER the rights, title and interest in and to the System.
- (e) **Due Authorization; Valid and Binding.** SELLER has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of SELLER.
- (f) **Approvals or Violations.** This agreement requires approval of St. Johns Water Management District, Department of Environmental Protection and Florida Public Service Commission. This agreement does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which SELLER is a party.
- (g) **Party to Decree.** SELLER is not party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the System or the Assets.
- (h) **Customer Records.** The data contained in the customer records provided to BUYER is true and accurate.
- (i) **Undisclosed Liabilities.** There are no liabilities or obligations of SELLER, either accrued, absolute, contingent or otherwise, relating to the Assets. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility accrued, absolute, contingent or otherwise.
- (j) **No Other Parties.** No person other than SELLER owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the SELLER's Assets.
- (k) **Rights to Facilities.** SELLER has good and valid rights to occupy and to obtain access to

the areas where the distribution lines and other facilities of the Assets are located.

- (l) Compliance with Law. SELLER is not in any material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to the conduct of its business.

6.2 SELLER, hereby states to and with BUYER as follows with respect to compliance with environmental laws:

- (a) Compliance with Law. To the best of SELLER's actual knowledge, SELLER has been and is in compliance with all Environmental Laws.
- (b) Adequacy of Permits. To the best of SELLER's actual knowledge, after diligent inquiry and investigation, SELLER has obtained and continues to possess all permits, licenses, approvals or other authorizations which are required under the Environmental Laws, has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under the Environmental Laws.

7. REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 BUYER hereby represents and warrants to SELLER as follows:

- (a) Organization. BUYER is a limited liability corporation duly organized and validly existing and in good standing under the laws of the State of Florida.
- (b) Due Authorization; Valid and Binding. BUYER has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of BUYER.
- (c) Financial Wherewithal. BUYER has the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service provided by the SELLER prior to Closing.

8. INDEMNIFICATION

8.1 Indemnification of SELLER

From and after the Closing, BUYER will reimburse, indemnify and hold SELLER and its officials and employees harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

- (a) the provision of water service by BUYER for the period following Closing;
- (b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing that are not attributable to events that occurred prior to Closing;

- (c) the failure of BUYER to perform any of its covenants following Closing; and
- (d) the enforcement of this Section 8.

8.2 Indemnification of BUYER

From and after the Closing, SELLER will reimburse, indemnify and hold BUYER harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

- (a) any liabilities or obligations of SELLER of any nature whatsoever except for those liabilities and obligations of SELLER which BUYER specifically assumes pursuant to this Agreement;
- (b) any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of SELLER under this Agreement, or from any misrepresentation in, or omission from, any information furnished to BUYER pursuant to this Agreement or in connection with the negotiation, execution or performance of this Agreement;
- (c) the provision of water service by SELLER for the period prior to the date of Closing;
- (d) issues of regulatory compliance and claims by third parties for events that are attributable to events that occurred prior to Closing;
- (e) the enforcement of this Section 8.

8.3 General

Each party shall provide the other party with reasonable notice of any claims arising under this Section 8. The indemnification rights of the parties under this Section 8 are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant hereunder.

9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The BUYER is to exercise due diligence with regard to verifying and ascertaining that all assets are in acceptable working condition at or before Closing. All representations, warranties and agreements made by the parties in this Agreement or in any agreement, document, statement or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing. Notwithstanding any investigation or audit conducted before or after the Closing Date or the decision of any party to complete the Closing, each party shall be entitled to rely upon the representations, warranties and agreements set forth herein and therein.

10. MISCELLANEOUS

10.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto.

10.2 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of SELLER or BUYER.

10.3 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to BUYER: Gerard P Connolly
 P.O. Box 350065
 Grand Island, FL 32735

If to SELLER: Deborah Day Braceland
 22631 Rockland Avenue
 Sorrento, FL 32776

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered, telegraphed or mailed.

10.5 Florida Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of law provisions.

10.6 No Benefit to Others

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

10.7 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

10.8 Cooperation/Further Assurances

SELLER from time to time after the Closing, at BUYER's request, and without additional compensation, will execute, acknowledge and deliver to BUYER such other instruments of sale, conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as BUYER may reasonably require in order to vest in BUYER, and/or to place BUYER fully in possession of, all of the Assets.

10.9 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any

circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

10.10 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Agreement on the date first written.

SELLER:

Brendenwood Water System, Inc.

By: Deborah Day Braceland
Deborah Day Braceland, President

BUYER

Brendenwood Utilities, LLC.

By: Gerard P. Connolly Jr.
Gerard P Connolly Jr

ATTACHMENT B

PROPERTY VERIFICATION

[Click here to change page title](#)



#	Alt Key	Owner	Parcel Address	Owner Address	Tools
1	2931141	BRENDENWOOD WATER SYSTEM INC		3153 PENWA CT LONGWOOD, FL 32779	Zoom In

Property Details

[General Information](#)
[Land Data](#)
[Misc. Improvements](#)
[Sales History](#)
[Value](#)
[Map of Property](#)
[Tax](#)

[TRIM Notice](#)

General Information

Alternate Key: 2931141 **Parcel:** 32-18-26-005000A00000
Owner Name: BRENDENWOOD WATER SYSTEM INC **Millage:** 0002 (Unincorporated) : 15.2262
Owner Address: 3153 PENWA CT LONGWOOD, FL 32779 **Property Location:**
Legal Description: BRENDENWOOD SUB TRACT A PB 25 PG 21 | ORB 2188 PG 34 |

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	VACANT RESIDENTIAL (0000)	0	0		1	LT	\$0.00	\$24,250.00

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	GARAGE DETACHED (DGF)	120	SF	1980	\$1,178.00

Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
967 / 2196	6/1/1988	WD	Q	V	\$11,000.00
2188 / 34	9/13/2002	WD	U	V	\$0.00

Value

Total Just Value: \$25,428.00
Total Exempt Value: - \$0.00
Total Taxable Value: = \$25,428.00
Millage Rate: x 0.0152262
Base Ad-Valorem Tax: = \$387.17
Non-Exempt School Levies: + \$0.00
Estimated Ad-Valorem Tax: = \$387.17

* The just values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes. The amounts shown may not include all exemptions. The estimated tax totals do not reflect Non-Ad Valorem assessments. (Fire Fees, Solid Waste, etc.) Please consult the [Tax Collector](#) for actual taxation amounts.

Truth In Millage (TRIM) Notice

- [Notice of Proposed Property Taxes & Proposed or Adopted Non-Ad Valorem Assessments](#)
- [TRIM Notice Informational Supplement](#) (195 KB)

defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

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:

Leandra Williams
 Name: Leandra Williams
 Address: 28832 Sandy Lane Tavernes FL 32778

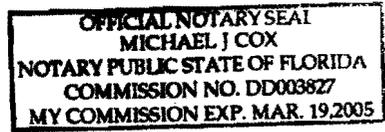
Tamika J. Rolfe
 Name: Tamika J. Rolfe
 Address: 12415 Bayhill Dr. Grand Island, Fl. 32735

Paul E. Day
 PAUL E. DAY
 P.O. Box 294
 Grand Island, Fl 32735

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Paul E. Day,, to me *mjc* known to be the person described in and who executed the foregoing instrument or presented the following identification _____ and he acknowledged before me that he executed the same.

Michael J. Cox
 Notary Public - State of Florida
 at Large
 My Commission Expires.



ATTACHMENT C

SAMPLE TARIFF SHEETS

WATER TARIFF

BRENDENWOOD UTILITIES, LLC.

13711 Devenshire Court (physical)
Grand Island, FL 32735

P.O. BOX 350065 (mailing)
Grand Island, FL 32735

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

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Gerard P. Connolly
 Issuing Officer

Registered Agent
 Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 339 -W

COUNTY - LAKE

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
10184	08/05/81	810079-W	Original Certificate
22398	01/10/90	891122-WU	Amendment
22425	01/17/90	891121-WU	Transfer
PSC-03-0118-FOF-WU	01/21/03	020996-WU	Name Change
PSC-04-1054-PAA-WU	10/27/04	040276-WU	Transfer of Majority Organizational Control
PSC-05-0678-FOF-WU	06/20/05	050255-WU	Quick Take Amendment

(Continued to Sheet No. 3.1)

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Original Territory
Order No. 10184

In Section 32, Township 18 South, Range 26 East

The North 660 feet of the east 924 feet of the Northwest ¼ of the Southeast ¼ of Section 32, Township 18 South, Range 26 East, Lake County, Florida. Also described as: Begin at the Northeast corner of the Northwest ¼ of the Southeast ¼ of Section 32, Township 18 South, Range 26 East, Lake County, Florida, run thence South 89° 53' 07" West along the North line of the Northwest ¼ of the Southeast ¼ of Section 32, Township 18 South, Range 26 East a distance of 924.00 feet, then South 00° 36' 29" East parallel to the East line of said Northwest ¼ of the Southeast ¼ of Section 32 a distance of 660.00 feet, thence North 89° 53' 07" East parallel to the aforesaid North line of the Northwest ¼ of the Southeast ¼ of Section 32 a distance of 924.00 feet, thence North 00° 36' 29" West 660.00 feet to the Point of Beginning.

Order No. 22398
Jeremy Estates

In Section 32, Township 18 South, Range 26 East

From the Southeast Corner of the Northwest ¼ of the Southeast ¼ of Section 32, Township 18 South, Range 26 East, Lake County, Florida. Run North 00° 35' 29" West along the East Line of said Northwest ¼ of the Southeast ¼ a distance of 369.20 feet; thence South 89° 58' 23" West, 25.00 feet to a point on the Westerly right-of-way line of Fish Camp Road and the Point of Beginning of this Description: From said Point of Beginning, run South 89° 58' 23" West, 508.92 feet; thence North 00° 37' 31" West, 297.73 feet; then North 89° 53' 07" East, 509.09 feet to a point on the Westerly right-of-way line of Fish Camp Road; thence South 00° 35' 29" East along said Westerly right-of-way line, 298.51 feet to the Point of Beginning.

Grand Island Post Office

In Section 32, Township 18 South, Range 26 East

The East 275 feet of the Southwest ¼ of the Northeast ¼ all lying South of Highway No. 44 and West of Fish Camp Road.

36205 S. Fish Camp Road

In Section 32, Township 18 South, Range 26 East

The East 278.35 feet of the North 156.6 feet of the South 369.2 feet of the Northwest ¼ of the Southwest ¼ of Section 32, Township 18 South, Range 26 East in Lake County, Florida, LESS the East 33 feet of Road right-of-way.

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Brendenwood Subdivision		
Lake	Jeremy Estates		
Lake	Post Office		
Lake	36305 S. Fish Camp Road		

Gerard P. Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" – The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its customers and is separate from the amount the Company bills its Customers for water consumption.
- 2.0 "CERTIFICATE" – A document issued by the Commission authorizing the Company to provide water service in a specific territory.
- 3.0 "COMMISSION" – The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" – The group of Customers who receive water service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" – The shortened name for the full name of the utility which is Brendenwood Utilities, LLC.
- 6.0 "CUSTOMER" – Any person, firm or corporation who has entered into an agreement to receive water service from the Company and who is liable for 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.

(Continued to Sheet No. 5.1)

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "RATE SCHEDULE" – The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" – As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" – The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" – The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" – The geographical area described, if necessary, by meets 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.

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

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(Continued to Sheet No. 6.1)

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

(Continued from Sheet No. 6.0)

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Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

RULES AND REGULATIONS

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

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

- 2.0 POLICY DISPUTE – Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION – In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled “Your Water and Wastewater Service”, prepared by the Florida Pubic Service Commission.
- 4.0 APPLICATIONS BY AGENTS – Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE – The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS – Extensions will be made to the Company’s facilities in compliance with Commission Rules and Orders and the Company’s tariff.

(Continued on Sheet No. 8.0)

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

(Continued from Sheet No. 7.0)

- 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 DELINQUENT BILLS – When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 9.0 CONTINUITY OF SERVICE – In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.
- If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.
- 10.0 LIMITATION OF USE – Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer's own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

(Continued on Sheet No. 9.0)

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

(Continued from Sheet No. 8.0)

In no case shall a Customer, except with the written consent of the Company, extend its 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. 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.
12. 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.
13. INSPECTION OF CUSTOMER'S INSTALLATION – All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

(Continued on Sheet No. 10.0)

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

(Continued from Sheet No. 9.0)

14. ACCESS TO PREMISES – In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide 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. RIGHT-OF-WAY OR EASEMENTS – The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits and privileges which are necessary for the rendering of water service.
16. CUSTOMER BILLING – Bills for water service will be rendered – Monthly, Bimonthly, or Quarterly, as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-five 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. TERMINATION OF SERVICE – When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 11)

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

(Continued from Sheet No. 10.0)

18. PAYMENT OF WATER AND WASTEWATER 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 simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
19. UNAUTHORIZED CONNECTIONS – WATER – Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
20. METERS – All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
21. ALL WATER THROUGH METER – That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
22. ADJUSTMENT OF BILLS – When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
23. 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.

(Continued on Sheet No. 12.0)

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

(Continued from Sheet No. 11.0)

24. METER READING ACCURACY REQUIREMENTS – All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.

25. FILING OF CONTRACTS – Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number:</u>
Customer Deposits	16.0
General Service, GS	14.0
Meter Test Deposit	17.0
Miscellaneous Service Charges.....	18.0
Residential Service, RS	15.0
Service Availability Fee and Charges.....	19.0

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

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"	\$ 14.74
	3/4"	\$ 22.11
	1"	\$ 36.85
	1-1/2"	\$ 73.70
	2"	\$117.92
	3"	\$235.84
	4"	\$368.50
	6"	\$737.00
	<u>Gallonage Charge</u>	
	Per 1,000 Gallons	\$ 3.05

MINIMUM BILL: The applicable base facility charge per month.

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: TBD

TYPE OF FILING: Original Certificate

Gerard P. Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE (RS)

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"	\$ 14.74
	3/4"	\$ 22.11
	1"	\$ 36.85
	1-1/2"	\$ 73.70
	2"	\$117.92
	3"	\$235.84
	4"	\$368.50
	6"	\$737.00
	<u>Gallonage Charge</u>	
	(0 – 5,000 gallons)	\$ 2.00
	(5,001 – 10,000 gallons)	\$ 2.24
	(Over 10,000 gallons)	\$ 4.48

MINIMUM BILL: The applicable base facility charge per month.

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: TBD

TYPE OF FILING: Original Certificate

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

CUSTOMER DEPOSITS

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

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

<u>Meter Size</u>	<u>Residential</u>	<u>General Service</u>
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

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

INTEREST ON DEPOSIT – The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer’s account during the month of January 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 25-30.11(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.

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

METER TEST DEPOSIT

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

<u>METER SIZE</u>	<u>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 – 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.

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

MISCELLENEOUS SERVICE CHARGES

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

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

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

VIOLATION RECONNECTION – 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 non-payment 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 Connection Fee	\$15.00
Violation Reconnection Fee	\$15.00
Premises Visit Fee (in lieu of disconnection)	\$10.00
Late Payment Fee	\$ 3.00

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Back-Flow Preventor Installation Fee</u>	
5/8"	Actual Cost
1"	Actual Cost
1"	Actual Cost
2"	Actual Cost
Over 2"	Actual Cost
<u>Customer Connection (Tap-In) Charge</u>	
5/8 x 3/4" metered service.....	Actual Cost
1" metered service.....	Actual Cost
1 - 1/2" metered service.....	Actual Cost
2" metered service.....	Actual Cost
Over 2" metered service.....	Actual Cost
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/Month (250 GPD).....	N/A
All others-per gallon/month.....	N/A
Without Prepayment of Service Availability Charges:	
Residential-per ERC/Month (250 GPD).....	N/A
All others-per gallon/month.....	N/A
<u>Inspection Fee</u>	Actual Cost
<u>Main Extension Charge</u>	
Residential-per ERC (250 GPD).....	Actual Cost/ERC
All others-per gallon.....	Actual Cost/Gallon
Or	
Residential-per lot (___ foot frontage).....	Actual Cost/Foot Frontage
All others-per lot front foot.....	Actual Cost/Foot Frontage
<u>Meter Installation Fee</u>	
5/8" x 3/4"	Actual Cost
1"	Actual Cost
1 - 1/2"	Actual Cost
2"	Actual Cost
<u>Plan Review Charge</u>	Actual Cost
<u>Plant Capacity Charge</u>	
Residential-per ERC (250 GPD).....	
All others-per gallon.....	
<u>System Capacity Charge</u>	
Residential-per ERC (250 GPD).....	
All others-per gallon.....	

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet Number:</u>
Application for Meter Installation.....	23.0
Application for Water Service.....	22.0
Copy of Customer's Bill.....	24.0
Customer's Guarantee Deposit Receipt.....	21.0

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

APPLICATION FOR WATER SERVICE

Name _____ Telephone Number (____) _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date Service Should Begin: _____

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff.
4. Bills for water service will be rendered - Monthly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water service is supplied by the Company, the Company may require (oral or written) notice within 5 days prior to the date the Customer desires to terminate service.

Signature

Date

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

TO BE SUPPLIED AT A LATER DATE

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 19.0
Service Availability Policy	25.0

Gerard P Connolly
Issuing Officer

Registered Agent
Title

NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC.

WATER TARIFF

SERVICE AVAILABILITY POLICY

The utility does not have a service availability policy and there are no service availability fees and charges.

Gerard P Connolly
Issuing Officer

Registered Agent
Title

ATTACHMENT D

CURRENT CERTIFICATE

FLORIDA PUBLIC SERVICE COM

EXHIBIT VII

Certificate Number

339 - W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to:

BRENDENWOOD WATER SYSTEM, INC.

Whose principal address is:

3153 Penwa Court
Longwood, Florida 32779-3109 (Lake County)

to provide water service in accordance with the provision of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	10184	DOCKET	810079-W
ORDER	22398	DOCKET	891122-WU
ORDER	22425	DOCKET	891121-WU
ORDER	PSC-03-0118-FOF-WU	DOCKET	020996-WU
ORDER	PSC-04-1054-PAA-WU	DOCKET	040276-WU
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Blanca S. Davis

Commission Clerk and Administrative Services Director

ATTACHMENT E

PROPOSED NOTICE

**NOTICE OF APPLICATION FOR TRANSFER OF BRENDENWOOD WATER SYSTEM, INC. TO
BRENDENWOOD UTILITIES, LLC. IN LAKE COUNTY, FLORIDA**

Notice is hereby given on the ___ day of _____, 2011 pursuant to Section 367.071, Florida Statutes of the Application for Approval of Transfer of Brendenwood Water System, Inc. in Lake County Florida to Brendenwood Utilities, LLC. **Brendenwood Utilities, LLC. does not propose to change rates pursuant to this Application.** The Brendenwood Water System, Inc. provides service to the following described territory in Lake County, Florida:

LEGAL DESCRIPTION:

In Section 32, Township 18 South, Range 26 East

The North 660 feet of the east 924 feet of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 18 South, Range 26 East, Lake County, Florida. Also described as: Begin at the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 18 South, Range 26 East, Lake County, Florida, run thence South 89° 53' 07" West along the North line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 18 South, Range 26 East a distance of 924.00 feet, then South 00° 36' 29" East parallel to the East line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32 a distance of 660.00 feet, thence North 89° 53' 07" East parallel to the aforesaid North line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32 a distance of 924.00 feet, thence North 00° 36' 29" West 660.00 feet to the Point of Beginning.

Also, In Section 32, Township 18 South, Range 26 East

From the Southeast Corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 18 South, Range 26 East, Lake County, Florida. Run North 00° 35' 29" West along the East Line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 369.20 feet; thence South 89° 58' 23" West, 25.00 feet to a point on the Westerly right-of-way line of Fish Camp Road and the Point of Beginning of this Description: From said Point of Beginning, run South 89° 58' 23" West, 508.92 feet; thence North 00° 37' 31" West, 297.73 feet; then North 89° 53' 07" East, 509.09 feet to a point on the Westerly right-of-way line of Fish Camp Road; thence South 00° 35' 29" East along said Westerly right-of-way line, 298.51 feet to the Point of Beginning.

Also, In Section 32, Township 18 South, Range 26 East

The East 275 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ all lying South of Highway No. 44 and West of Fish Camp Road.

Finally, In Section 32, Township 18 South, Range 26 East

The East 278.35 feet of the North 156.6 feet of the South 369.2 feet of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 18 South, Range 26 East in Lake County, Florida, LESS the East 33 feet of Road right-of-way.

Any objections to the Application must be made in writing and filed with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with a copy to Michael B. Twomey Post Office Box 5256 Tallahassee, Florida 32314-5256 within 30 days from the date of this Notice. The objection must state the grounds for the objection with particularity.

Brendenwood Utilities, LLC.
P.O. Box 3500065
Grand Island, FL 32725

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY
(VALID FOR 60 DAYS)
08/15/2011 - 10/13/2011**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>LAKE COUNTY</u>	
AQUA UTILITIES FLORIDA, INC. (WS881) 2228 CAPITAL CIRCLE N.E., SUITE 1A TALLAHASSEE, FL 32308-4306	TROY RENDELL (850) 575-8500
BRENDENWOOD WATER SYSTEM, INC. (WU020) 3153 PENWA COURT LONGWOOD, FL 32779-3109	DEBORAH J. DAY BRACELAND (352) 383-7908
CENTURY ESTATES UTILITIES, INC. (WU725) 114 EUCLID AVENUE LEESBURG, FL 34748-7509	JOSEPH LINARTAS (352) 450-1450
COLINA BAY WATER COMPANY, LLC (WU900) 161 EGLINTON AVENUE EAST, SUITE 600 TORONTO, ONTARIO M4P 1J5 CANADA,	SHELDON FENTON (416) 440-2904 EXT 220
CWS COMMUNITIES LP (WU839) 14 CORAL STREET EUSTIS, FL 32726-6710	MICHAEL MATHISEN (352) 589-1190
HARBOR HILLS UTILITIES, L.P. (WU727) 6538 LAKE GRIFFIN ROAD LADY LAKE, FL 32159-2900	ADAM RICH (352) 753-7000
HIDDEN VALLEY SPE LLC D/B/A ORANGE LAKE (WS892) 15840 STATE ROAD 50, LOT 32 CLERMONT, FL 34711-8715	GARY MORSE (352) 382-3414
LAKE UTILITY SERVICES, INC. (WU553) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919 EXT 1359
LAKE UTILITY SERVICES, INC. (WS641) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919 EXT 1359
LAKE YALE TREATMENT ASSOCIATES, INC. (WS823) 38141 MAYWOOD BAY DRIVE LEESBURG, FL 34788-8134	DANNY ELLIS (352) 589-9214
OAK SPRINGS, LLC (WU875) 1886 CANOVA STREET S. PALM BAY, FL 32909-2931	MICHAEL CAMPBELL (321) 837-0565

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY
(VALID FOR 60 DAYS)
08/15/2011 - 10/13/2011**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>LAKE COUNTY</u>	
PINE HARBOUR WATER UTILITIES, LLC (WU921) P. O. BOX 447 FRUITLAND PARK, FL 34731-0447	SANDRA S. WESSON (352) 787-2944
RAINTREE UTILITIES, INC. (WU663) P. O. BOX 1840 EUSTIS, FL 32727-1840	KEITH J. SHAMROCK (352) 357-0250
SHANGRI-LA BY THE LAKE UTILITIES, INC. (WS728) 1214 WEST IL ROUTE 72 LEAF RIVER, IL 61047-9614	JAY E. WERNER (815) 738-2508
SOUTHLAKE UTILITIES, INC. (WS638) 2215 RIVER BLVD. JACKSONVILLE, FL 32204-4647	WILLIAM J. DEAS (904) 387-9292
SUN COMMUNITIES FINANCE, LLC D/B/A WATER OAK UTILITY (WS755) THE AMERICAN CENTER 27777 FRANKLIN ROAD, SUITE 200 SOUTHFIELD, MI 48034-8205	JIM HOEKSTRA (248) 208-2554
TLP WATER, INC. (WU924) 12315 U.S. HIGHWAY 441 TAVARES, FL 32778-4515	WILLIAM CAREY (352) 450-1706
UTILITIES, INC. OF PENNBROOKE (WS861) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919 EXT 1359
W.B.B. UTILITIES, INC. (WU639) 4223 BAIR AVENUE FRUITLAND PARK, FL 34731-5618	RICHARD S. BAIR (352) 787-3107

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY
(VALID FOR 60 DAYS)
08/15/2011 - 10/13/2011**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

ADMINISTRATOR, CITY OF UMATILLA
P. O. BOX 2286
UMATILLA, FL 32784-2286

CLERK, BOARD OF COUNTY COMMISSIONERS, LAKE COUNTY
P. O. BOX 7800
TAVARES, FL 32778-7800

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT
13051 N. TELECOM PARKWAY
TEMPLE TERRACE, FL 33637-0926

EAST CENTRAL FLORIDA PLANNING COUNCIL
631 NORTH WYMORE ROAD, SUITE 100
MAITLAND, FL 32751

MAYOR, CITY OF CLERMONT
P. O. BOX 120219
CLERMONT, FL 32712-0219

MAYOR, CITY OF EUSTIS
P. O. DRAWER 68
EUSTIS, FL 32727-0068

MAYOR, CITY OF FRUITLAND PARK
506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731-3200

MAYOR, CITY OF GROVELAND
156 SOUTH LAKE AVENUE
GROVELAND, FL 34736-2597

MAYOR, CITY OF LEESBURG
P. O. BOX 490630
LEESBURG, FL 32749-0630

MAYOR, CITY OF MASCOTTE
P. O. BOX 56
MASCOTTE, FL 34753-0056

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY
(VALID FOR 60 DAYS)
08/15/2011 - 10/13/2011**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

MAYOR, CITY OF MINNEOLA
P. O. BOX 678
MINNEOLA, FL 34755-0678

MAYOR, CITY OF MOUNT DORA
P. O. BOX 176
MOUNT DORA, FL 32756-0176

MAYOR, CITY OF TAVARES
P. O. BOX 1068
TAVARES, FL 32778-1068

MAYOR, TOWN OF ASTATULA
P. O. BOX 609
ASTATULA, FL 34705-0609

MAYOR, TOWN OF HOWEY-IN-THE-HILLS
P. O. BOX 128
HOWEY-IN-THE-HILLS, FL 34737-0128

MAYOR, TOWN OF LADY LAKE
409 FENNELL BLVD.
LADY LAKE, FL 32159-3159

MAYOR, TOWN OF MONTVERDE
P. O. BOX 560008
MONTVERDE, FL 34729-0008

ST. JOHNS RIVER UTILITY, INC.
P.O. BOX 77
ASTOR, FL 32102

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

**LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY
(VALID FOR 60 DAYS)
08/15/2011 - 10/13/2011**

UTILITY NAME

STATE OFFICIALS

MANAGER

OFFICE OF PUBLIC COUNSEL
111 WEST MADISON STREET
SUITE 812
TALLAHASSEE, FL 32399-1400

OFFICE OF COMMISSION CLERK
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850