

Crystal Card

From: Bronwyn Ferrell <bferrell@sfflaw.com>
Sent: Tuesday, January 06, 2015 1:08 PM
To: Filings@psc.state.fl.us
Cc: Marty Deterding; Bronwyn Ferrell
Subject: GCP Fairfield Village, LLC Original Filing
Attachments: GCP Fairfield Village LLC Application.pdf

- a. The full name, address, telephone number, and e-mail address of the person responsible for the electronic filing:

F. Marshall Deterding
Sundstrom & Mindlin, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555/(850)656-4029 Fax

- b. The docket number and title if filed in an existing docket:

Original filing – **check will be brought over this afternoon.**

- c. The name of the party on whose behalf the document is filed:

GCP REIT II and Sun Communities Operating Limited Partnership

- d. The total number of pages in each attached document: 51 pages; breaks down as:

Application - 10 pages

Exhibit A – 2 pages

Exhibit B – 29 pages

Exhibit C – 8 pages

Exhibit D – 1 page

Exhibit E – 1 page

- e. A brief but complete description of each attached document.

Joint Application for Authority for Transfer of Majority Organizational Control.

BRONWYN R. FERRELL
Legal Assistant



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FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Joint Application of GCP REIT II
and Sun Communities Operating Limited
Partnership for authority for transfer of
majority organizational control of GCP
Fairfield Village, LLC

Docket No. _____

**JOINT APPLICATION FOR AUTHORITY FOR TRANSFER
OF MAJORITY ORGANIZATIONAL CONTROL**

GCP REIT II and SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP
("Applicants"), by and through their undersigned attorneys, pursuant to Rule 25-30.037(3),
F.A.C., files this Joint Application for authority for transfer of all of the issued and outstanding
membership interests in GCP Fairfield Village, LLC, and states:

1. The name and address of the Applicants are:

GCP REIT II
c/o Green Courte Partners, LLC
840 South Waukegan Road, Suite 222
Lake Forest, Illinois 60045

Sun Communities Operating Limited Partnership
c/o Sun Communities, Inc.
27777 Franklin Road, Suite 200
Southfield, Michigan 48034

2. The name, address and telephone number of the persons to contact concerning
this Application is:

F. Marshall Deterding, Esquire
Sundstrom & Mindlin, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Telephone: (850) 877-6555
Facsimile: (850) 656-4029
mdeterding@sfflaw.com

3. The Applicants are a Maryland real estate investment trust and a Michigan limited partnership.

4. This transfer of majority organizational control involves a transfer of the stock (by merger) of GCP REIT II (a "great-grandparent" entity). Immediately prior to the transaction, GCP REIT II is presently the owner of GCP Smart Parent, LLC, which presently is the owner of GCP Smart Holding, LLC, which presently is the owner of all of the interest in the regulated entity GCP Fairfield Village, LLC.

The closing of the transaction is intended to occur on January 6, 2015. Upon the closing, GCP REIT II will be merged into Sun Maryland, Inc. which is owned by Sun Communities, Inc. Sun Maryland's interest in GCP Smart Parent, LLC will be contributed to Sun Communities Operating Limited Partnership which is owned 92% by Sun Communities, Inc. and 8% by various limited partners, none of which own 5% or more of the ownership interest in that entity.

5. The Applicants provide the following in response to Rule 25-30.037(3):

(a) The complete name and address of the Seller is:

GCP REIT II
c/o Green Courte Partners, LLC
840 South Waukegan Road, Suite 222
Lake Forest, Illinois 60045

(b) The complete name and address of the Buyer is:

Sun Communities Operating Limited Partnership
c/o Sun Communities, Inc.
27777 Franklin Road, Suite 200
Southfield, Michigan 48034

(c) Sun Communities, Inc. owns 92 % of Sun Communities Operating

Limited Partnership and is the General Partner in that entity. The remaining 8% is owned by various Limited Partners, none of which owns more than 5% of the Limited Partnership.

(d) The names and addresses of all of the corporate officers, directors, partners or other persons that will own an interest in the utility after the closing are as follows:

1) Sun Communities, Inc., General Partner

i. Gary Shiffman, Chairman, CEO, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

ii. John McLaren, President, COO: 27777 Franklin Road, Suite 200, Southfield, MI 48034

iii. Karen Dearing, EVP, CFO, Secretary and Treasurer: 27777 Franklin Road, Suite 200, Southfield, MI 48034

iv. Jonathan Colman, EVP: 27777 Franklin Road, Suite 200, Southfield, MI 48034

v. Ronald Piasecki, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

vi. Paul Lapidés, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

vii. Clunet Lewis, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

viii. Arthur Weiss, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

ix. Brian Hermelin, Director: 27777 Franklin Road, Suite 200, Southfield, MI 48034

2) Various Limited Partners

(e) Sun Communities Operating Limited Partnership is currently engaged in

water and wastewater utility service operations in Florida through its ownership of the Saddle Oak Club system in Marion County. Sun Communities, Inc., through its affiliates and subsidiaries, also operates the Buttonwood Bay and Water Oak systems regulated by the Florida Public Service Commission. In addition, Sun Communities, Inc., through its affiliates and subsidiaries, also operates several water and wastewater systems not regulated by the Florida Public Service Commission and will operate approximately seven additional systems either regulated by county governments or unregulated after this transaction is completed.

(f) The purchase price will be paid in a combination of cash, assumption of debt, and securities by the Buyer. Buyer has the financial capacity, or access to capital, required to fund future capital expenditures of the acquired system as demonstrated by the attached Balance Sheet for the parent company, Sun Communities, Inc., as filed with the U.S. Securities and Exchange Commission (Exhibit "A").

(g) The transfer is in the public interest. It is not anticipated that the acquisition by Buyer of the interests in GCP Fairfield Village, LLC will result in any immediate change in the day-to-day operational management of the Regulated Entity, and, as a result, the expertise of existing management will remain in place. By combining Buyer's and the Regulated Entity's management approach and regulatory and operational expertise with the regulatory and operation expertise and financial resources and support of Sun Communities, Inc.

and its affiliates, the Regulated Entity will continue to have the ability to provide consistent and uninterrupted service to their customers.

The proposed transaction between Buyer and Seller does not contemplate any change in the direct ownership or control of the Regulated Entity. The Regulated Entity will continue to be a subsidiary of some of the same entities, but the ownership interest of the “great-grandparent” of the regulated entity will change. Sun Communities, Inc., through its subsidiaries and affiliates, has a long history of providing quality water and wastewater services at just and reasonable rates. Sun Communities, Inc., its subsidiaries and affiliates, has seasoned management teams with many years of experience in the water and wastewater industry. Their customer services staff and the local operating staff are also well experienced in their areas of operations. There are no immediate plans to change the local management team, the customer services, local area staffs, or the contract operators as a result of the proposed transaction. The day-to-day operations of the Regulated Entity will continue to be managed and operated in the same manner as they are currently operated. Following the proposed transaction, the Regulated Entity will also receive the support from the experienced staff of Sun Communities, Inc., and its affiliates.

Sun Communities, Inc. and/or its affiliates will acquire the mobile home park which is the service area of the regulated utility at the same time as acquisition of the utility. Therefore, Sun Communities, Inc. and its affiliates will be in the best position to insure the provision of high quality water service on a

going forward basis.

The proposed transaction does not affect the Commission's power with respect to the rates and services of the Regulated Entity or the authority of other governmental agencies as to the Regulated Entity's services or facilities. Thus, the proposed transaction will not have any adverse effect upon the Regulated Entity or their services.

(h) Following the proposed transaction, Sun Communities, Inc. and its affiliates and subsidiaries, expect to provide funding to the regulated utilities on an "as needed" basis. Sun Communities, Inc. has access to, sufficient cash necessary to provide funding for the operations of the Regulated Entity.

(i) After reasonable investigation, the Buyer has determined that the utility system operated by the Regulated Entity appears to be in satisfactory condition and in substantial compliance with all applicable standards set by the Florida Department of Environmental Protection ("FDEP") with one exception. GCP Fairfield Village, LLC's 2012 lead and copper analysis of drinking water detected a single exceedance of lead above the State Action Level of 0.015 ppm in one of the five points sampled pursuant to Fairfield Village's sampling plan. Due to a change in which FDEP district was regulating the property, this information was not acted upon by FDEP until 2014, at which time GCP Fairfield Village, LLC's water plant operator discussed the matter with FDEP. In 2014, GCP Fairfield Village, LLC sampled 10 home sites (which included the original five home sites sampled in 2012) and detected no lead levels above the State Action

Level. FDEP directed certain notice be given both to the specific residents whose water was tested in 2012 and 2014, and certain notice be given to the entire community. This has now been done. Additionally, copper and lead testing for the same 10 home sites will be repeated by GCP Fairfield Village LLC in the first six months of 2015. FDEP also required two sets of water quality parameter tests be done four weeks apart before December 31, 2014. These tests have been completed and there were no lead exceedances at either the point of entry of the water to the distribution system or at a distribution point.

FDEP has asked for a corrosion control treatment plan, which must include a desktop study, by March 20, 2015. Given the favorable test results for copper and lead in November and December of 2014, GCP Fairfield Village, LLC's management intends to ask FDEP to defer the study and plan until after July of 2015 and, if the data over the next monitoring period is below the State Action Level, they intend to ask FDEP to abandon the requirement in its entirety..

(j) This Application does not involve a transfer of the facilities or the land owned or occupied by the Regulated Entity. The Regulated Entity will continue to own or lease the land on which their utility treatment facilities are currently located. The evidence of this ownership or lease has previously been provided to the Commission in recent dockets and will continue in full force and affect after the transfer of the great-grandparent entity is completed.

(k) Because the transfer to Buyer affects the ownership of the stock or

membership interests in the Regulated Entity's "great grandparent" or other affiliate, and not direct ownership of the Regulated Entity itself, and only indirectly the ownership of the Applicant regulated utility, there will not be any change in the tariff sheets for the Regulated Entity, other than the address and issuing officer. These revised tariffs are attached as Exhibit "B" hereto.

(l) Because the transfer affects the ownership of the membership interests of the "great grandparent" of the regulated utility, there will not be any change in the Certificates of the Regulated Entity.

6. Sun Communities Operating Limited Partnership and the Regulated Entity will fulfill the existing commitments, obligations and representations of the Regulated Entity with regard to utility matters.

7. An Affidavit that the actual notice of the Application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030(5), Florida Administrative Code, is filed as Exhibit "C".

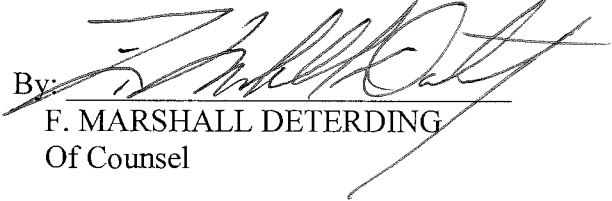
8. An Affidavit that actual notice of the Application was given to each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030(6), Florida Administrative Code, will be filed as Late Filed Exhibit "D".

9. An Affidavit that the notice of the Application was published once in a newspaper of general circulation in the applicable territories in accordance with Rule 25-30.030(7), Florida Administrative Code, will be filed as Late Filed Exhibit "E".

10. Pursuant to Rule 25-30.020(2)(c), Florida Administrative Code, the appropriate filing fee is \$750.00 and is attached hereto.

Respectfully submitted on this
6th day of January, 2015, by:

SUNDSTROM & MINDLIN, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
Telephone: (850) 877-6555
Facsimile: (850) 656-4029

By: 
F. MARSHALL DETERDING
Of Counsel

Sun communities/fairfield app for transfer of majority org control

AFFIDAVIT

STATE OF Michigan
COUNTY OF Oakland

The undersigned, GCP REIT II, by Michael A. Tarkington, not personally, but solely in his capacity as Secretary of GCP REIT II, does solemnly swear or affirm that, to the undersigned's actual knowledge, the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that, to the undersigned's actual knowledge, said statements of fact thereto constitute a complete statement of the matter to which it relates.

FURTHER AFFIANT SAYETH NAUGHT.

Dated as of January 6, 2015.

GCP REIT II, a Maryland real estate investment trust

By: [Signature]
Signature

Secretary
Title

Sworn to and subscribed before me this 6th day of January, 2015, by Michael A. Tarkington, as Secretary of GCP REIT II, the indirect owner of GCP Fairfield Village, LLC. She is personally known to me or who provided (Driver's license) as identification.

LYTANYA E. LESTER
NOTARY PUBLIC, OAKLAND COUNTY, MI
My Commission Expires January 22, 2020
ACTING IN Oakland COUNTY

[Signature]
Print Name: LYTANYA E. LESTER
NOTARY PUBLIC
My Commission Expires: 1/22/2020

EXHIBIT "A"

Balance Sheet of Sun Communities, Inc.

PART I – FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

**SUN COMMUNITIES, INC.
CONSOLIDATED BALANCE SHEETS
(dollars in thousands, except per share amounts)**

	(unaudited) September 30, 2014	December 31, 2013
ASSETS		
Investment property, net (including \$55,648 and \$56,805 for consolidated variable interest entities at September 30, 2014 and December 31, 2013; see Note 8)	\$ 1,884,632	\$ 1,755,052
Cash and cash equivalents	259,152	4,753
Inventory of manufactured homes	5,480	5,810
Notes and other receivables, net	168,341	164,685
Other assets	113,192	68,936
TOTAL ASSETS	\$ 2,430,797	\$ 1,999,236
LIABILITIES		
Debt (including \$44,670 and \$45,209 for consolidated variable interest entities at September 30, 2014 and December 31, 2013; see Note 8)	\$ 1,393,941	\$ 1,311,437
Lines of credit	—	181,383
Other liabilities	123,351	109,342
TOTAL LIABILITIES	1,517,292	1,602,162
Commitments and contingencies		
STOCKHOLDERS' EQUITY		
Preferred stock, \$0.01 par value. Authorized: 10,000 shares; Issued and outstanding: 3,400 shares at September 30, 2014 and December 31, 2013	34	34
Common stock, \$0.01 par value. Authorized: 90,000 shares; Issued and outstanding: 48,010 shares at September 30, 2014 and 36,140 shares at December 31, 2013	480	361
Additional paid-in capital	1,709,337	1,141,590
Accumulated other comprehensive loss	(277)	(366)
Distributions in excess of accumulated earnings	(807,590)	(761,112)
Total Sun Communities, Inc. stockholders' equity	901,984	380,507
Noncontrolling interests:		
Series A-1 preferred OP units	43,670	45,548
Series A-3 preferred OP units	3,463	3,463
Common OP units	(35,498)	(31,907)
Consolidated variable interest entities	(114)	(537)
Total noncontrolling interests	11,521	16,567
TOTAL STOCKHOLDERS' EQUITY	913,505	397,074
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 2,430,797	\$ 1,999,236

See accompanying Notes to Consolidated Financial Statements.

EXHIBIT "B"

Tariff

WATER TARIFF

GCP FAIRFIELD VILLAGE, LLC.
NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

GCP FAIRFIELD VILLAGE, LLC.
NAME OF COMPANY

c/o Sun Communities, Inc.

27777 Franklin Road, Suite 200

Southfield, Michigan 48034

(ADDRESS OF COMPANY)

(727) 451-1067

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

WATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served.....	3.1
Index of	
Rates and Charges Schedules.....	11.0
Rules and Regulations	6.0
Service Availability Policy	24.0
Standard Forms.....	18.0
Technical Terms and Abbreviations	5.0
Territory Authority.....	3.0

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 640-W

COUNTY – Marion

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-08-0067-FOF-WS	1/29/2008	070548-WS	Original Certificate
PSC-13-0217-PAA-WU	5/23/2013	120188-WU	Transfer of Certificate

(Continued to Sheet No. 3.1)

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Commence at the West $\frac{1}{4}$ corner of Section 4, Township 16 south, Range 21 East, Marion County, Florida; thence North $89^{\circ}56'18''$ East 50.00 feet to the Easterly right-of-way line of Southwest 60th Avenue (100 feet wide) for the Point of Beginning; thence North $00^{\circ}16'09''$ East along the said Easterly right-of-way 1.41 feet; thence North $00^{\circ}17'45''$ East continuing along said Easterly right-of-way 1318.59 feet to the North boundary line of South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of aforesaid Section 4; thence North $89^{\circ}56'18''$ East along the said North boundary line 1276.58 feet; thence South $00^{\circ}15'45''$ West 1979.61 feet more or less to the SE corner of the North $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 4; thence South $89^{\circ}56'25''$ West along South boundary line of the said North $\frac{1}{2}$, 1277.42 feet to the aforesaid Easterly right-of-way line of Southwest 60th Avenue; thence North $00^{\circ}16'09''$ East along the said Easterly right-of-way 659.57 feet to the Point of Beginning.

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Marion	Century-Fairfield Village, LLC.	GS	12.0
Marion	Century-Fairfield Village, LLC.	RS	13.0

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

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 GCP FAIRFIELD VILLAGE, 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 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.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 5.0)

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

JOHN McLAREN
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INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	14.0
Adjustment of Bills	10.0	22.0
Adjustment of Bills for Meter Error	10.0	23.0
All Water Through Meter	10.0	21.0
Application	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation	8.0	11.0
Continuity of Service	8.0	9.0
Customer Billing.....	9.0	16.0
Delinquent Bills	7.0	8.0
Extensions	7.0	6.0
Filing of Contracts.....	10.0	25.0
General Information	7.0	1.0
Inspection of Customer's Installation.....	9.0	13.0
Limitation of Use	8.0	10.0
Meter Accuracy Requirements.....	10.0	24.0
Meters.....	10.0	20.0
Payment of Water and Wastewater Service Bills Concurrently	10.0	18.0

(Continued to Sheet No. 6.1)

JOHN McLAREN
 ISSUING OFFICER

PRESIDENT
 TITLE

GCP FAIRFIELD VILLAGE, LLC.
WATER TARIFF

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Policy Dispute	7.0	2.0
Protection of Company's Property	8.0	12.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	15.0
Termination of Service	9.0	17.0
Type and Maintenance	7.0	7.0
Unauthorized Connections – Water	10.0	19.0

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders water service.
- The Company shall provide water service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

(Continued on Sheet No. 8.0)

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 7.0)

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

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

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

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

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

- 12.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

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

(Continued on Sheet No. 9.0)

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 8.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 10.0)

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

(Continued from Sheet No. 9.0)

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

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS	12.0
Meter Test Deposit	15.0
Miscellaneous Service Charges.....	16.0
Residential Service, RS	13.0
Service Availability Fees and Charges.....	17.0

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD – Monthly

RATE – No charges for those customers using 7,000 gallons or less.
7,001 gallons up to 12,000 gallons - \$3.50 per thousand gallons.
Over 12,000 gallons – \$5.50 per thousand gallons.

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 – July 1, 2013

TYPE OF FILING – Transfer

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY –	Available throughout the area served by the Company.
APPLICABILITY –	For water service for all purposes in private residences and individually metered apartment units.
LIMITATIONS –	Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD –	Monthly
RATE –	No charges for those customers using 7,000 gallons or less. 7,001 gallons up to 12,000 gallons - \$3.50 per thousand gallons. Over 12,000 gallons - \$5.50 per thousand gallons.
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 – July 1, 2013

TYPE OF FILING – Transfer

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	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 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 – July 1, 2013

TYPE OF FILING – Transfer

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

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.

EFFECTIVE DATE – July 1, 2013

TYPE OF FILING – Transfer

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

MISCELLANEOUS SERVICE CHARGES

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

INITIAL CONNECTION - 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.

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 nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

LATE PAYMENT- This charge is levied when a customers billing account is not paid within 20 days and is therefore delinquent.

Schedule of Miscellaneous Service Charges

	<u>Normal Business Hours</u>	<u>After Hours</u>
Initial Connection Fee	\$30.00	\$40.00
Normal Reconnection Fee	\$30.00	\$40.00
Violation Reconnection Fee	\$30.00	\$40.00
Premises Visit Fee (in lieu of disconnection)	\$30.00	\$40.00
Late Payment Charge	\$ 5.00	

EFFECTIVE DATE – July 1, 2013

TYPE OF FILING – Transfer

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2".....	\$	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service.....	\$	
1 1/2" metered service.....	\$	
2" metered service.....	\$	
Over 2" metered service.....	\$	
<u>Guaranteed Revenue Charge</u>		
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	\$	
<u>Inspection Fee</u>	\$	
<u>Main Extension Charge</u>		
Residential-per ERC (___ GPD)	\$	
All others-per gallon.....	\$	
or		
Residential-per lot (___ foot frontage).....	\$	
All others-per front foot.....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2".....	\$	
<u>Plan Review Charge</u>	\$	
<u>Plant Capacity Charge</u>		
Residential-per ERC (___ GPD)	\$	
All others-per gallon.....	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (300 GPD)	\$	
All others-per gallon.....	\$	

EFFECTIVE DATE – July 1, 2013

TYPE OF FILING – Transfer

JOHN McLAREN
 ISSUING OFFICER

PRESIDENT
 TITLE

INDEX OF STANDARD FORMS

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

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

GCP FAIRFIELD VILLAGE, LLC.
WATER TARIFF

ORIGINAL SHEET NO. 19.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

APPLICATION FOR WATER SERVICE

Sample Application Form

Name _____

Telephone Number _____

Billing Address _____

City

State

Zip

Service Address _____

City

State

Zip

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

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. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - 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 and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within ____ days prior to the date the Customer desires to terminate service.

Signature

Date

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

GCP FAIRFIELD VILLAGE, LLC.
WATER TARIFF

ORIGINAL SHEET NO. 21.0

APPLICATION FOR METER INSTALLATION

N/A

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

GCP FAIRFIELD VILLAGE, LLC.
 WATER TARIFF

ORIGINAL SHEET NO. 22.0

COPY OF CUSTOMER'S BILL

FAIRFIELD VILLAGE
 5866 SW 58 PLACE
 OCALA, FL 34474
 (352) 873-0394

FIRST-CLASS MAIL
 U.S. POSTAGE
 PAID

TYPE OF SERVICE	METER READINGS		VOLUME	CHARGES
	PREVIOUS	PRIOR PERIOD		
Water	691700	681800	9,900	10.15

PERMIT NO.
 FAIRFIELD VILLAGE

METER NO.		PAY DUE DATE AFTER THIS DATE
ISSUED	EXPIRES	
1	16	5/20/13
NET AMOUNT TO BE PAID		GROSS AMOUNT TO BE PAID
10.15		15.15

MAIL THIS STAMP WITH YOUR PAYMENT

Service FROM 3/28/2013 TO 4/29/2013 ACCOUNT 16 4/30/13

METER NO.	DAY	CLASS	TOTAL DUE UNPAID CHARGE	LATE CHARGE \$1.00 PER DAY	TOTAL DUE
4	29	1	10.15	5.00	15.15

SW 60 PLACE
 OCALA FL 34474

JOHN McLAREN
 ISSUING OFFICER

PRESIDENT
 TITLE

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>	<u>Rule Number</u>
Service Availability Fees and Charges		17.0
Service Availability Policy		24.0

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY POLICY

The Utility is built out and is not authorized to collect service availability charges.

JOHN McLAREN
ISSUING OFFICER

PRESIDENT
TITLE

EXHIBIT "C"

Affidavit of Mailing - Government Entities

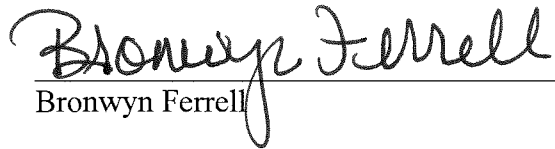
AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON


BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Bronwyn Ferrell, who, after being duly sworn on oath, did depose on oath and say that she is the Legal Assistant to F. Marshall Deterding, who is the attorney for GCP Fairfield Village, LLC, and that she did send by first class U.S. Mail a copy of the Notice attached hereto to each of the entities set forth on the list attached hereto on January 6, 2015.

FURTHER AFFIANT SAYETH NAUGHT.



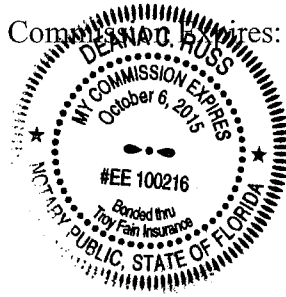
Bronwyn Ferrell

Sworn to and subscribed before me this 6th day of January, 2015, by Bronwyn Ferrell, who is personally known to me.



DEANA C. RUSS
NOTARY PUBLIC
STATE OF FLORIDA

My Commission Expires:



NOTICE OF APPLICATION FOR A TRANSFER
OF MAJORITY ORGANIZATIONAL CONTROL

LEGAL NOTICE

Notice is hereby given on the 6th day of January, 2015, pursuant to Section 367.071, Florida Statutes, of the application for transfer of majority organizational control of GCP FAIRFIELD VILLAGE, LLC (the "Utility") providing service to the following described territory in Marion County, Florida.

THIS APPLICATION IS NOT A REQUEST TO CHANGE THE RATES OF THE UTILITY.

The Application affects all of the Utility's customers in the Utility's service areas, described as follows:

Commence at the West ¼ corner of Section 4, Township 16 south, Range 21 East, Marion County, Florida; thence North 89°56'18" East 50.00 feet to the Easterly right-of-way line of Southwest 60th Avenue (100 feet wide) for the Point of Beginning; thence North 00°16'09" East along the said Easterly right-of-way 1.41 feet; thence North 00°17'45" East continuing along said Easterly right-of-way 1318.59 feet to the North boundary line of South ½ of the NW ¼ of aforesaid Section 4; thence North 89°56'18" East along the said North boundary line 1276.58 feet; thence South 00°15'45" West 1979.61 feet more or less to the SE corner of the North ½ of the NW ¼ of the SW ¼ of said Section 4; thence South 89°56'25" West along South boundary line of the said North ½, 1277.42 feet to the aforesaid Easterly right-of-way line of Southwest 60th Avenue; thence North 00°16'09" East along the said Easterly right-of-way 659.57 feet to the Point of Beginning.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection may be mailed to the attorney for the Applicant who is: F. Marshall Deterding, Esquire, Sundstrom & Mindlin, LLP, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301.

GCP Fairfield Village, LLC
27777 Franklin Road, Suite 200
Southfield, Michigan 48034

**LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY
(VALID FOR 60 DAYS)
01/05/2015 - 03/05/2015**

UTILITY NAME

MANAGER

MARION COUNTY

ARMA WATER SERVICE, LLC (WU930)
900 WASHINGTON STREET
HOLLYWOOD, FL 33019-1922

ARNALDO BARROS
(646) 795-9054

BFF CORP. (SU595)
P. O. BOX 5220
OCALA, FL 34478-5220

CHARLES DE MENZES
(352) 622-4949

C.F.A.T. H2O, INC. (WS719)
P. O. BOX 5220
OCALA, FL 34478-5220

CHARLES DE MENZES
(352) 622-4949

COUNTY-WIDE UTILITY CO., INC. (WU008)
P. O. BOX 1476
OCALA, FL 34478-1476

JAMES K. LEEWARD
(352) 245-7007

EAST MARION SANITARY SYSTEMS, INC. (SU535)
3336 GRAND BLVD., SUITE 102
HOLIDAY, FL 34690-2249

MICHAEL SMALLRIDGE
(352) 302-7406

EAST MARION SANITARY SYSTEMS, INC. (WU536)
3336 GRAND BLVD., SUITE 102
HOLIDAY, FL 34690-2249

MICHAEL SMALLRIDGE
(352) 302-7406

GCP FAIRFIELD VILLAGE, LLC (WU959)
C/O ALL COMMUNITY SERVICES, LLC
380 PARK PLACE BLVD., SUITE 200
CLEARWATER, FL 33759-4929

(727) 451-1037

MARION UTILITIES, INC. (WS160)
710 N.E. 30TH AVENUE
OCALA, FL 34470-6460

TIM E. THOMPSON
(352) 622-1171

OB UTILITY SYSTEMS, L.L.C. (WS945)
5100 WEST LEMON STREET, SUITE 308
TAMPA, FL 33609-1129

JORDAN RUBEN
(813) 282-6754

OCALA PALMS UTILITIES, LLC (WU966)
5970 N.W. 18TH PLACE
OCALA, FL 34482-8936

F. MARSHALL DETERDING
(850) 877-6555

RESIDENTIAL WATER SYSTEMS, INC. (WU370)
P. O. BOX 5220
OCALA, FL 34478-5220

CHARLES DEMENZES
(352) 622-4949

**LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY
(VALID FOR 60 DAYS)
01/05/2015 - 03/05/2015**

UTILITY NAME

MANAGER

MARION COUNTY

S & L UTILITIES, INC. (SU327)
P. O. BOX 4186
OCALA, FL 34478-4186

TERESA P. FLETCHER
(352) 671-1028

SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (WS746)
C/O FOR SADDLE OAK
27777 FRANKLIN ROAD, SUITE 200
SOUTHFIELD, MI 48034-8205

JIM HOEKSTRA
(248) 208-2554

SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC. (WU239)
10230 E. HIGHWAY 25
BELLEVIEW, FL 34420-5531

JAMES H. HODGES
(352) 347-8228

TRADEWINDS UTILITIES, INC. (WS350)
P. O. BOX 5220
OCALA, FL 34478-5220

CHARLES DE MENZES
(352) 622-4949

UTILITIES, INC. OF FLORIDA (WU443)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN
(407) 869-1919 EXT 1359

UTILITIES, INC. OF FLORIDA (SU661)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4027

PATRICK C. FLYNN
(407) 869-1919 EXT 1359

WINDSTREAM UTILITIES COMPANY (WU385)
P. O. BOX 4201
OCALA, FL 34478-4201

L. E. (BUTCH) DLOUHY
(352) 620-8290

**LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY
(VALID FOR 60 DAYS)
01/05/2015 - 03/05/2015**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, MARION COUNTY
601 S.E. 25TH AVENUE
OCALA, FL 34471-2690

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

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

MAYOR, CITY OF BELLEVIEW
5343 S.E. ABSHIER BLVD.
BELLEVIEW, FL 34420-3904

MAYOR, CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431-6744

MAYOR, CITY OF OCALA
110 S.E. WATULA AVENUE
OCALA, FL 34471-2180

MAYOR, TOWN OF REDDICK
P. O. BOX 99
REDDICK, FL 32686-0099

ROBERT TITTERINGTON, MARION COUNTY
601 S.E. 25TH AVENUE
OCALA, FL 34471

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

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

TOWN CLERK/MANAGER, TOWN OF MCINTOSH
P. O. BOX 165
MCINTOSH, FL 32664-0165

**LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY
(VALID FOR 60 DAYS)
01/05/2015 - 03/05/2015**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

WITHLACOOCHEE REG. PLANNING COUNCIL
1241 S.W. 10TH STREET
OCALA, FL 34474-2798

**LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY
(VALID FOR 60 DAYS)
01/05/2015 - 03/05/2015**

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

EXHIBIT "D"

Affidavit of Mailing - Customers

(To be late filed)

EXHIBIT "E"

Affidavit of Publication

(To be late filed)