

State of Florida



ORIGINAL

Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

COMMISSION  
CLERK

MAY 26 AM 9:37

RECEIVED-FPSC

**DATE:** May 26, 2004

**TO:** Director, Division of the Commission Clerk and Administrative Services

**FROM:** Division of Economic Regulation (Clapp) *Clapp*

**RE:** Docket No. 040159-WU: Application for transfer of portion of Certificate No. 582-W by Keen Sales, Rentals and Utilities, Inc. to Sunrise Utilities, LLC, in Polk County.

Please add the attached deficiency response letter with attachments from Amanda Chambers to the docket file.

Please note that the original and one copy of the letter are attached.

Thank you.

cc: Office of the General Counsel (Brubaker)  
Division of Economic Regulation (Redemann)

- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL \_\_\_\_\_
- OPC \_\_\_\_\_
- MMS \_\_\_\_\_
- RCA \_\_\_\_\_
- SCR \_\_\_\_\_
- SEC *1 + cover Hr.*
- OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE  
05999 MAY 26 03  
FPSC-COMMISSION CLERK

KSRU

Keen Sales, Rentals and Utilities, Inc.

685 Dyson Road  
Haines City, FL 33844  
Business Phone 863-421-6827

# 040159-WU

May 21, 2004

Ms. Stephanie Clapp  
Division of Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

04 MAY 21 PM 2:57  
ECONOMIC REGULATION  
FLORIDA PUBLIC SERVICE

RE: Sunrise Transfer

Dear Stephanie:

It has finally arrived!!!! Sorry for the delay, but two transfer and a SARC create alot of paperwork on top of an already heavy load.

If you have any questions, please feel free to contact me.

Sincerely,



Amanda (Mandy) Chambers  
Water Manager

AMC/me  
Enclosures

04 MAY 24 AM 11:42  
DISTRIBUTION CENTER

DOCUMENT NUMBER-DATE

05999 MAY 26 3

FPSC-COMMISSION CLERK

CONTRACT FOR SALE AND PURCHASE OF  
SUNRISE UTILITIES AND ALTURAS UTILITIES

THIS CONTRACT FOR SALE AND PURCHASE entered into this \_\_\_\_\_  
day of January, 2004, by and between KEEN SALES, RENTALS AND  
UTILITIES, INC., hereinafter referred to as "Seller" and SUNRISE  
UTILITIES, LLC, d/b/a SUNRISE UTILITIES, LLC and SUNRISE UTILITIES,  
LLC, d/b/a ALTURAS UTILITIES, LLC hereinafter referred to as  
"Purchaser".

W I T N E S S E T H:

WHEREAS, Seller is the owner of Sunrise Utilities and Alturas  
Utilities, and

WHEREAS, Seller wishes to sell and Purchaser wishes to buy  
said utilities;

NOW, THEREFORE, in consideration of the sum of Ten Dollars and  
the mutual covenants contained therein, it is mutually agreed as  
follows:

1. Purchase Price. The total purchase price for Sunrise  
Utilities, LLC is \$90,000.00. The total purchase price of Alturas  
Utilities, LLC is \$45,000.00, both are payable as follows:

A. A \$10,000.00 deposit shall be paid to the Trust  
Account of Stephen F. Baker, Attorney-at-Law, upon the execution of  
this agreement, \$5,000 designated for Sunrise Utilities, LLC, and  
\$5,000.00 designated for Alturas Utilities, LLC.

B. The sum of \$55,000.00 payable in cash on or before the closing date. \$35,000.00 designated for Sunrise Utilities, LLC, and \$20,000.00 designated for Alturas Utilities, LLC.

C. The sum of \$50,000.00 at no interest shall be paid to Keen for Sunrise Utilities, LLC, as follows: \$35,000.00 shall be paid nine (9) months from the closing date. Final payment for Sunrise Utilities, LLC, in the amount of \$15,000.00 shall be paid to Keen eighteen months from the closing date plus Purchaser shall pay Seller dollar for dollar for the new generator to be installed after the initial closing date.

D. The sum of \$20,000.00, at no interest, shall be paid to Keen for Alturas Utilities, LLC, as follows: \$10,000.00 shall be paid nine (9) months from closing date. Final payment to Keen from Alturas Utilities, LLC, in the amount of \$10,000.00 to be paid eighteen months from closing date.

E. The unpaid balance described in paragraph C & D shall be evidenced by a Promissory Note to be signed by Purchaser and secured by a Mortgage in the form to be approved by Seller's Attorney.

2. Description. Seller shall, at closing, transfer and convey to Purchaser the following described parcels of real property:

The South 45 feet of the North 155 feet of the East 100 feet of the West 760 feet of the SW 1/4 of the NW 1/4 of Section 21, Township 28 South, Range 25 East, Polk County, Florida; also known as Lot 139, Sun Acres Unit 2, unrecorded.

LESS AND EXCEPT: Starting at the NW corner of the South 45 feet of the North 155 feet of the East 100 feet of the West 760 feet of the SW 1/4 of the NW 1/4 of Section 21, Township 28 South, Range 25 East, Polk County, Florida,

said Corner being the Northwest corner of Lot 139, of SUN ACRES UNIT 2, an unrecorded plat; thence run South along the West line of said lot 139 a distance of 18.9 feet to Point of Beginning, thence continue S along said W line a distance of 26.1 feet to the SW corner of said Lot 139; thence south 89°28' East parallel with the North boundary of said Southwest quarter of the Northwest quarter, 100 feet to the Southeast corner of said lot 139; thence N along the East line of said Lot 139 a distance of 23.74 feet, thence N 88°06'54" W, 100.05 feet to Point of Beginning.

Parcel ID No.: 163026-694500-020070 - Lot 7, Block 20, Townsite of Alturas, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 4, Page 62.

Together with the following personal property: All wells, pumps, water plant, water distribution systems, tanks, electrical equipment and other equipment owned by Seller either located on or attached to the real property described in this paragraph or used in connection with said utilities. Additionally, Seller shall convey to Purchaser all utility pipes, easements and rights to easements for the utility lines connecting to the pumps and wells which are a part of this transaction.

3. Credit for Deposits. At closing, all deposits held by Seller shall be transferred to Purchaser or alternatively, Purchaser shall receive credit for all utility deposits held by Seller.

4. Conveyance. Conveyance of the real property described herein shall be by general warranty deed free and clear of all liens and encumbrances except real property taxes currently due. All tangible personal property shall be conveyed by a Bill of Sale free and clear of all liens and encumbrances.

5. Possession of Premises. Possession of the premises shall be delivered by Seller to Purchaser on the day of closing.

6. Closing Date. This transaction shall close on or before February 10, 2004, at the offices of Stephen F. Baker, Attorney-at-Law, 800 First Street South, Winter Haven, Florida 33880.

7. Management. This Contract is contingent upon Purchaser entering into a Management Agreement with Mandy Chambers. Seller agrees that for a period of one (1) year from the date of closing Mandy Chambers may perform her management duties at the office of the Seller. Seller further agrees that in the event Mandy Chambers ceases to act as manager for Purchaser at any time within one (1) year from the date of closing, Seller will assist Purchaser in management of the business upon terms and conditions to be negotiated by Purchaser and Seller.

8. Closing Costs. Each party shall pay one-half of the costs of closing this transaction. Real and tangible personal property taxes shall be prorated to the date of closing. Each party agrees to pay one-half of the costs of title insurance and Seller will pay two-thirds (2/3) and Purchaser will pay one-third (1/3) of the attorney's fees for Stephen F. Baker, Attorney-at-Law. The parties are aware that a conflict of interest exists in relation to their representation by Stephen F. Baker, Attorney-at-Law, and agree to the conflict and waive the right to independent legal counsel.

9. Title insurance. Each party shall pay one-half of the costs of title insurance on the real property being conveyed. The title insurance commitment must show the property be free and clear of all liens and encumbrances except real estate taxes for the year of conveyance. The title insurance commitment must additionally show no easements, reservations or other matters which would adversely affect the operation of a water plant, water distribution systems or utility system on the subject premises.

10. Insurance. Upon the execution of this Contract, Seller shall cause Purchaser to be added as a co-insured on any policies of casualty and liability insurance covering the real and personal property which is the subject matter of this Contract. At such time as Purchaser has received all necessary permits and licenses for operation of the water utility systems being conveyed herein, Purchaser will be responsible for obtaining its own liability and casualty insurance and Seller may delete the properties conveyed herein as well as the Purchaser from its policy of insurance.

11. Licensing and Permits. Seller agrees that it will maintain its licenses and permits on the water utility companies which are the subject matter of this agreement until such time as Purchaser shall obtain all necessary permits and licenses. Purchaser shall pay any costs and expenses incurred after the date of closing in connection with any licenses or permits covering the water utility companies which are the subject of this agreement.

If within two years from the date of closing or from the date application information from the Purchaser is furnished to the Seller for State transfer, which ever occurs later, the licensing and permitting and/or other applicable governmental authorities decline to approve the transfer of the business and the operations of the Seller to the Purchaser, Purchaser may rescind this transaction upon written notification from Purchaser to Seller that Purchaser has elected to rescind this transaction as set forth herein. Seller will refund to Purchaser the entire proceeds paid by Purchaser to Seller plus actual cost for any improvements that are Government required less any net profits actually received by



Purchaser, and Seller and Purchaser shall have no further obligations to each other. All deposits held by Purchaser will be returned to Seller. *This provision shall survive the closing*



12. Seller is also in the process of updating Seller's computer program to use in connection with the operation of Seller's utilities. Purchaser agrees to reimburse Seller for its proportionate share of the costs for the computer up grades.

13. Purchaser's Default. In the event of Purchaser's default, Seller shall be entitled to receive the deposit paid hereunder together with any other sums paid by Purchaser as liquidated damages in consideration for Sellers execution of this Contract.

14. Seller's Default. In the event of Seller's default, Purchaser shall be entitled to either a refund of the deposit paid hereunder or alternatively, specific performance of this Contract.

15. Confidentiality. Purchaser agrees not to disclose the terms of this contract to any third parties except Purchaser's counsel, Purchaser's lenders and Purchaser's investors.

16. Entire Agreement. This constitutes the entire agreement between the parties and may not be amended except by written document signed by each of the parties to this agreement.

17. Warranty of Condition. Seller warrants that as of the date of closing all of the water utility plants, distribution systems and equipment shall be in working condition.

18. This sale is subject to the Florida Public Service Commissions's approval.



19. The Seller represents that it has no knowledge and has not received notice or information that the property of Sunrise Water System or any surrounding property is contaminated and/or contains Hazardous Substances. "Hazardous Substances" shall have the meaning ascribed in and shall include those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. #9601 et seq. and the regulations promulgated thereunder (as amended from time to time) and included oil and oil waste as those terms are defined in the Clean Water Act, 33 U.S.C. #1251 et seq. and the regulations promulgated thereunder (as amended from time to time) and the Resource Conservation and Recovery Act, 42 U.S.C. #6901 et seq. and shall include any other elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material now existing. The Seller represents that the Alturas Water System, has and has had for at least 20 years, "Charcoal Filters" installed and maintained by the State of Florida for the contaminant of EDB. The Seller has had the soil tested for the degree of the EDB and none has been found in the last two years. Seller has had storage tanks cleaned within the last six months and "new" charcoal put in the filters. Seller

will not be responsible for any further care or cost of repairs,  
etc. on these filters.

IN WITNESS WHEREOF the parties hereto affix their hands and  
seals the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

KEEN SALES, RENTALS AND  
UTILITIES, INC.

BY: *Earlene Keen*  
EARLENE KEEN - President  
2-16-04

\_\_\_\_\_  
\_\_\_\_\_

SUNRISE UTILITIES, LLC,  
d/b/a Sunrise Utilities, LLC

BY: *Stuart Sheldon*  
STUART SHELDON - Manager

COMPLETE ASSIGNMENT OF ALTURAS UTILITIES, LLC

For valuable consideration, Marvin Kaplan, as assignor hereby assigns, transfers and sets over to Leslie Szabo, as assignee, all of his right, title, interest or equity in ALTURAS UTILITIES, LLC.

Assignor represents that he is the sole owner of ALTURAS UTILITIES, LLC, and that he has not transferred, conveyed, mortgaged or assigned any interest in ALTURAS UTILITIES, LLC, to any third party.

Assignor further appoints assignee as his attorney-in-fact for executing any and all documents which may be necessary to sell, convey or transfer his interest in ALTURAS UTILITIES, LLC, or to amend the Article of Organization of ALTURAS UTILITIES, LLC.

Date: January 26, 2004.

  
Marvin Kaplan - Manager

# SUNTRUST

Thank you for banking with SunTrust  
 For Account Information, call 1-800-SunTrust (1-800-786-8787)

Hold Notice	
<input type="checkbox"/> Local Checks	<input type="checkbox"/> Non-Local Checks
\$ _____	\$ _____
Available On _____	
_____	_____
Date	Date

120 CHECK DEPOSIT \*  
 1000018849868 Bus. Date 15Mar.2004 AM  
 142 TELL QVR  
 35052503 53631 39 5,740.00 TOTAL  
 Transaction Date: 15Mar.2004 10:40:56

Deposits are accepted subject to subsequent verification by the bank and subject to the terms as stated on deposit tickets currently furnished by the bank to its depositors. Deposits may not be available for immediate withdrawal. \$100 of the total deposits made on a business day may be available for withdrawal on the following business day. Member FDIC.  
 700250 (4/03)

PLEASE ENDORSE ALL CHECKS AND LIST EACH SEPARATELY.	SAVINGS																	ENTER TOTAL OF CHECKS HERE				
	DATE _____																					
	DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL.																					
	DOLLARS CENTS																					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		18	CURRENCY		
																				COINS		
																				TOTAL CASH		
																				FRONT SIDE TOTAL		00
																				TOTAL DEPOSIT	\$	5740.00
	SUNRISE UTILITIES, L. L. C. SAVINGS ACCOUNT																					
	63-60/660 TOTAL ITEMS <input type="text"/>																					
	TOTAL DEPOSIT \$ <input type="text"/>																					
	CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT.																					

THE PURCHASE PRICE FOR SUNRISE UTILITIES, LLC, IS  
\$90,000.00 AND WILL BE PAID IN THE FOLLOWING  
MANNER:

1. \$5,000.00 WILL BE PUT IN THE ATTORNEY'S TRUST ACCOUNT UPON INITIATION OF THE DRAWING UP OF THE CONTRACT.
2. \$35,000.00 WILL BE PAID TO THE SELLER ON OR BEFORE THE CLOSING DATE.
3. THE REMAINING SUM OF \$50,000.00, AT NO INTEREST, SHALL BE PAID TO KEEN AS FOLLOWS: \$17,500.00 SHALL BE PAID SIX (6) MONTHS FROM THE CLOSING DATE. FINAL PAYMENT IN AMOUNT OF \$32,500.00 SHALL BE PAID ONE (1) YEAR FROM THE CLOSING DATE.

EXHIBIT II-A

SUNRISE UTILITIES, LLC IS LOOKING FORWARD TO THE CHALLENGE OF OPERATING A PRIVATE UTILITY. ALTHOUGH WE ARE A NEWLY FORMED LIMITED LIABILITY COMPANY, WE HAVE HIRED AN ADMINISTRATOR THAT HAS 8 YEARS EXPERIENCE IN THE INDUSTRY, SOME OF THOSE YEARS SPECIFICALLY WITH SUNRISE.

SUNRISE UTILITIES, LLC WILL MAKE SURE TO FULFILL THE COMMITMENTS, OBLIGATIONS, AND REPRESENTATIONS OF THE SELLER WITH REGARD TO UTILITY MATTERS.

SUNRISE UTILITIES, LLC IS ANOTHER COMPANY IN A FAMILY OF COMPANIES. ALL OF WHICH HAVE BEEN VERY SUCCESSFUL.



March 29, 2004

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

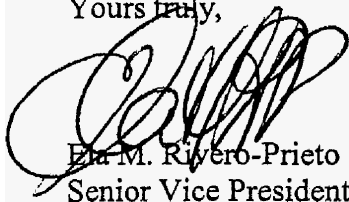
To whom it may concern,

We have known the principals of Sunrise Utilities LLC, for many years through their diverse corporate activities.

They have always lived up to their commitments promptly in all our business dealings.

Their account balances always had sufficient funds to cover unforeseen expenses and for expenditures.

Yours truly,



Elna M. Rivero-Prieto  
Senior Vice President

PINECREST BRANCH  
9300 S. DIXIE HIGHWAY  
PINECREST, FL 33156  
TEL. (305) 670-0900  
FAX (305) 670-4636

SOUTH MIAMI BRANCH  
7312 RED ROAD  
SOUTH MIAMI, FL 33143  
TEL. (305) 661-5350  
FAX (305) 661-5091

CORAL GABLES BRANCH  
221 ARAGON AVENUE  
CORAL GABLES, FL 33134  
TEL. (305) 444-1660  
FAX (305) 444-7313

AVENTURA BRANCH  
20295 NE 29TH PLACE  
AVENTURA, FL 33180  
TEL. (305) 931-7100  
FAX (305) 931-2017 (BRANCH)  
FAX (305) 931-0148 (EXEC. & LOANS)



R  
Box

RETURN BY POLK COUNTY  
GOVERNMENT CENTER COURIER TO  
STEPHEN F. BAKER OFFICE BOX

INSTR # 2004033055  
BK 05678 PGS 1513-1514 PG(S) 2  
RECORDED 02/20/2004 08:26:44 AM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
DEED DOC 945.00  
RECORDING FEES 10.50  
RECORDED BY J Caceres

This Document Prepared By and Return to:  
Stephen L. Baker, Attorney at Law  
800 First Street South  
Winter Haven, Florida 33880-3666

Parcel ID Number: 163026-694500-020070

# Warranty Deed

This Indenture, Made this 10th day of February, 2004 A.D., Between  
KEEN SALES, RENTALS AND UTILITIES, INC., a corporation existing under  
the laws of the State of Florida  
of the County of Polk, State of Florida, grantor, and  
SUNRISE UTILITIES, LLC, a Florida limited liability company

whose address is: 19032 N.E. 29th Avenue, Aventura, FL 33180

of the County of Miami-Dade, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of  
-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of Polk, State of Florida to wit:

**PARCEL #1:**

Lot 7, Block 20, TOWNSITE OF ALTURAS, according to the Plat thereof as  
recorded in Plat Book 4, page 62, of the Public Records of Polk  
County, Florida.

**PARCEL #2:**

The South 45 feet of the North 155 feet of the East 100 feet of the  
West 760 feet of the SW1/4 of the NW 1/4 of Section 21, Township 28  
South, Range 25 East, Polk County, Florida, also known as Lot 139, SUN  
ACRES UNIT 2, UNRECORDED.

LESS AND EXCEPT: Starting at the NW corner of the South 45 feet of  
the North 155 feet of the East 100 feet of the West 760 feet of the  
SW1/4 of the NW 1/4 of Section 21, Township 28 South, Range 25 East,  
Polk County, Florida, said corner being the Northwest corner of Lot  
139, SUN ACRES UNIT 2, an unrecorded plat; thence run South along the  
West line of said Lot 139 a distance of 18.9 feet to the Point of  
Beginning; thence continue South along said West line a distance of  
26.1 feet to the SW corner of said Lot 139; thence South 89°28' East  
parallel with the North boundary of said SW 1/4 of the NW 1/4 100 feet  
to the Southeast corner of said Lot 139; thence North along the East  
line of said Lot 139 a distance of 23.74 feet; thence North 88°06'54"  
West 100.05 feet to the Point of Beginning.

Subject to current taxes, easements and restrictions of record.

**Warranty Deed - Page 2**

Parcel ID Number: 163026-694500-020070

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

**KEEN SALES, RENTALS AND UTILITIES, INC.**

*[Handwritten Signature]*

By: *[Handwritten Signature]* (Seal)

Printed Name: Amanda M. Chambers

**EARLENE KEEN, President**

Witness

P.O. Address: 685 Dyson Road, Haines City, FL 33844

*[Handwritten Signature]*

Printed Name: Jenny L. Ahlberg

Witness

(Corporate Seal)

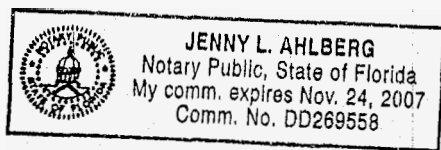
STATE OF Florida  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February, 2004 by **EARLENE KEEN, President of KEEN SALES, RENTALS AND UTILITIES, INC., a Florida Corporation, on behalf of the corporation** she is personally known to me or she has produced her **Florida driver's license** as identification.

*[Handwritten Signature]*

Printed Name: \_\_\_\_\_  
Notary Public \_\_\_\_\_

My Commission Expires:



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

582 - W

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

KEEN SALES, RENTALS AND UTILITIES, INC.

Whose principal address is:

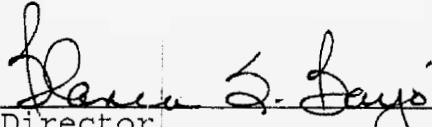
685 Dyson Road  
Haines City, Florida 33844 (Polk County)

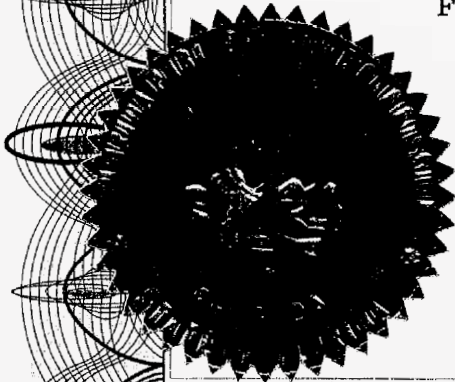
to provide water service in accordance with the provision  
of Chapter 367, Florida Statutes, the Rules, Regulations  
and Orders of this Commission in the territory described by  
the Orders of this Commission.

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

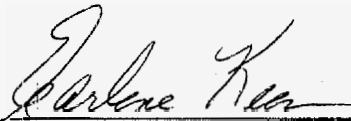
ORDER PSC-97-0152-FOF-WU	DOCKET 961007-WU
ORDER PSC-98-1294-FOF-WU	DOCKET 980751-WU
ORDER PSC-98-1752-FOF-WU	DOCKET 980536-WU
ORDER PSC-99-0431-FOF-WU	DOCKET 980536-WU
ORDER PSC-00-913-PAA-WU	DOCKET 970201-WU
ORDER PSC-00-1388-PAA-WU	DOCKET 990731-WU

BY ORDER OF THE  
FLORIDA PUBLIC SERVICE COMMISSION

  
\_\_\_\_\_  
Director  
Division of Records and Reporting



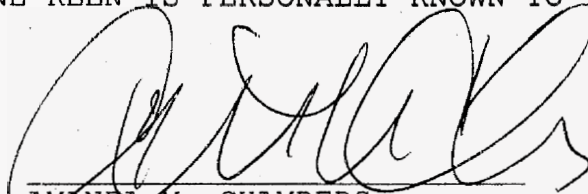
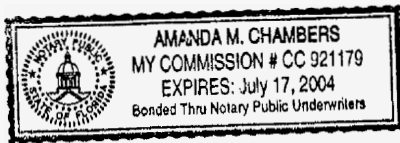
I HEREBY CERTIFY THAT LEGAL NOTICES HAVE BEEN SENT  
TO ALL THE CUSTOMERS OF SUNRISE WATER COMPANY, INC.  
VIA FIRST CLASS U.S. MAIL.



EARLENE KEEN - PRESIDENT

STATE OF FLORIDA  
COUNTY OF POLK

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 30<sup>th</sup> DAY  
OF APRIL, 2004. EARLENE KEEN IS PERSONALLY KNOWN TO  
ME.



AMANDA M. CHAMBERS  
NOTARY PUBLIC



LEGAL NOTICE

Notice is hereby given on \_\_\_\_\_, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No. 582-W and/or Wastewater Certificate No. N/A held by Keen Sales, Rentals and Utilities, Inc. to \_\_\_\_\_ providing service to the following described territory in Polk County, Florida.

TOWNSHIP 28 SOUTH, RANGE 25 EAST, SECTION 21  
From the Northwest corner of Section 21, also the Point of Beginning, run due East (along the South line of Section 16 and the North line of Section 21) for a distance of 2618.23 feet, more or less; thence, due South a distance of 1313 feet, more or less; thence due West a distance of 1455.20 feet, more or less; thence due South a distance of 235 feet, more or less; thence due West a distance of 405 feet, more or less; thence due South a distance of 1063 feet, more or less; thence due West a distance of 420.71 feet, more or less; thence due North a distance of 695 feet, more or less; thence due West a distance of 340 feet, more or less, to the West line of Section 21; thence due North a distance of 1922.35 feet, more or less, to the Point of Beginning

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

Keen Sales, Rentals and Utilities, Inc.  
685 Dyson Road  
Haines City, Florida 33844

WATER TARIFF

SUNRISE UTILITIES, LLC

NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

SUNRISE UTILITIES, LLC  
NAME OF COMPANY

685 DYSON ROAD

HAINES CITY, FLORIDA 33844

(ADDRESS OF COMPANY)

863-421-6827 / 863-557-8399  
(Business & Emergency Telephone Numbers)

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

STUART SHELDON  
ISSUING OFFICER  
MANAGER

TITLE



ORIGINAL SHEET NO. 2.0

SUNRISE UTILITIES, LLC  
NAME OF COMPANY \_\_\_\_\_

WATER TARIFF

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Rules and Regulations .....	
Service Availability Policy .....	
Standard Forms .....	
Technical Terms and Abbreviations .....	
Territory Authority .....	

STUART SHELDON  
ISSUING OFFICER  
MANAGER  
TITLE

ORIGINAL SHEET NO. 3.0

SUNRISE UTILITIES, LLC  
NAME OF COMPANY

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - TBA

COUNTY - POLK

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
TBA	TBA	040160-WU	SALE

(Continued to Sheet No. 3.1)

STUART SHELDON  
ISSUING OFFICER  
MANAGER  
TITLE

ORIGINAL SHEET NO. 3.1

SUNRISE UTILITIES, LLC  
NAME OF COMPANY \_\_\_\_\_

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

In Township 30 South, Range 26 East, Section 16, Polk County, Florida:

The Northeast 1/4 less the Northwest 1/4 of the Northeast 1/4 and less the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and less Star Lake.

The Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4.

The North 480 feet of the Southeast 1/4.

The East 672 feet of the Southeast 1/4 less the South 672 feet.

STUART SHELDON

ISSUING OFFICER

MANAGER

TITLE

ORIGINAL SHEET NO. 4.0

SUNRISE UTILITIES, LLC  
NAME OF COMPANY \_\_\_\_\_

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
POLK	ALTURAS	GS, RS	12.0 / 13.0

STUART SHELDON  
ISSUING OFFICER  
 MANAGER  
TITLE

SUNRISE UTILITIES, LLC  
NAME OF COMPANY \_\_\_\_\_

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 ALTURAS.
- 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)

STUART SHELDON  
ISSUING OFFICER  
MANAGER  
TITLE

ORIGINAL SHEET NO. 5.1

SUNRISE UTILITIES, LLC

NAME OF COMPANY \_\_\_\_\_

WATER TARIFF

(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.

STUART SHELDON  
 \_\_\_\_\_  
 ISSUING OFFICER  
 \_\_\_\_\_  
 MANAGER  
 \_\_\_\_\_  
 TITLE

ORIGINAL SHEET NO. 6.0

SUNRISE UTILITIES, LLC

NAME OF COMPANY \_\_\_\_\_

WATER TARIFF

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
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(Continued to Sheet No. 6.1)

STUART SHELDON  
ISSUING OFFICER  
 \_\_\_\_\_  
 MANAGER  
 \_\_\_\_\_  
 TITLE



ORIGINAL SHEET NO. 6.1

SUNRISE UTILITIES, LLC  
NAME OF COMPANY

WATER TARIFF

(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

STUART SHELDON  
ISSUING OFFICER  
MANAGER  
TITLE

SUNRISE UTILITIES, LLC

NAME OF COMPANY \_\_\_\_\_

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 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 25-30.645, 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)

STUART SHELDON  
ISSUING OFFICER  
MANAGER

\_\_\_\_\_  
TITLE

ORIGINAL SHEET NO. 8.0

SUNRISE UTILITIES, LLC  
NAME OF COMPANY

WATER TARIFF

(Continued from Sheet No. 7.0)

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

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

10.0 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, rereaming, 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 rereaming.)

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)

STUART SHELDON  
ISSUING OFFICER  
MANAGER  
TITLE

ORIGINAL SHEET NO. 9.0

SUNRISE UTILITIES, LLC  
 NAME OF COMPANY

## WATER TARIFF

(Continued from Sheet No. 8.0)

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

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)

STUART SHELDON  
ISSUING OFFICER  
 MANAGER  
 \_\_\_\_\_  
 TITLE

ORIGINAL SHEET NO. 10.0

SUNRISE UTILITIES, LLC  
 NAME OF COMPANY \_\_\_\_\_

## WATER TARIFF

(Continued from Sheet No. 9.0)

- 18.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 19.0 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 splices 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.

STUART SHELDON  
 ISSUING OFFICER

MANAGER  
 TITLE

ORIGINAL SHEET NO. 11.0

SUNRISE UTILITIES, LLC  
NAME OF COMPANY \_\_\_\_\_

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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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

STUART SHELDON  
ISSUING OFFICER  
 MANAGER  
 \_\_\_\_\_  
 TITLE

NAME OF COMPANY - SUNRISE UTILITIES, LLC

WATER TARIFF

SUNRISE WATER COMPANY

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 -

<u>Base Facility Charge</u>	
<u>Meter Size</u>	
5/8 x 3/4"	\$ 10.10
3/4"	15.15
1"	25.25
1 1/2"	50.50
2"	80.80
3"	161.60
4"	252.50
6"	505.00


<u>Gallage Charge</u>	
(Per 1,000 gallons in each block)	
0 - 5,000	\$ 1.64
5,000 - 10,000	2.46
Over 10,000	4.92

MINIMUM CHARGE - \$10.10

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 upon 5 working day written notice.

EFFECTIVE DATE - JUN 14 2001

TYPE OF FILING - Staff Assisted Rate Case

  
ISSUING OFFICER  
President  
TITLE



NAME OF COMPANY SUNRISE UTILITIES, LLC

WATER TARIFF

SUNRISE WATER COMPANY

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 -

Base Facility Charge

Meter Size

5/8 x 3/4"	\$ 10.10
3/4"	15.15
1"	25.25
1 1/2"	50.50
2"	80.80
3"	161.60
4"	252.50
6"	505.00

Gallonge Charge

Per 1,000 gallons \$ 2.51

MINIMUM CHARGE - \$8.85

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 upon 5 working day written notice.

EFFECTIVE DATE -

JUN 14 2001

TYPE OF FILING -

Staff Assisted Rate Case

ISSUING OFFICER

President

TITLE

NAME OF COMPANY SUNRISE UTILITIES, LLC

WATER TARIFF

SUNRISE WATER COMPANY

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"	<u>\$52.00</u>	<u>\$52.00</u>
All over 5/8 x 3/4"		<u>2 X Average Bill</u>

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

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

**JUN 14 2001**

TYPE OF FILING -

Staff Assisted Rate Case

  
ISSUING OFFICER

President

TITLE

ORIGINAL SHEET NO. 15.0

SUNRISE UTILITIES, LLC  
NAME OF COMPANY

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.

EFFECTIVE DATE - TBA

TYPE OF FILING - SALE

STUART SHELDON  
ISSUING OFFICER  
MANAGER  
TITLE

SUNRISE UTILITIES, LLC  
NAME OF COMPANY

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

Schedule of Miscellaneous Service Charges

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

EFFECTIVE DATE - TBA

TYPE OF FILING - SALE

STUART SHELDON  
ISSUING OFFICER  
MANAGER  
TITLE

SUNRISE UTILITIES, LLC  
 NAME OF COMPANY \_\_\_\_\_  
 WATER TARIFF \_\_\_\_\_

ORIGINAL SHEET NO. 17.0

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" .....	\$ -0-	
1" .....	\$ N/A	
1 1/2" .....	\$ N/A	
2" .....	\$ N/A	
Over 2" .....	\$1 N/A	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service .....	\$ -0-	
1" metered service .....	\$ N/A	
1 1/2" metered service .....	\$ N/A	
2" metered service .....	\$ N/A	
Over 2" metered service .....	\$1 N/A	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __ GPD) .....	\$ -0-	
All others-per gallon/month .....	\$ -0-	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month ( __ GPD) .....	\$ -0-	
All others-per gallon/month .....	\$ -0-	
<u>Inspection Fee</u> .....	\$1 -0-	
<u>Main Extension Charge</u>		
Residential-per ERC ( __ GPD) .....	\$ -0-	
All others-per gallon .....	\$ -0-	
or		
Residential-per lot ( __ foot frontage) .....	\$ -0-	
All others-per front foot .....	\$ -0-	
<u>Meter Installation Fee</u>		
5/8" x 3/4" .....	\$ -0-	
1" .....	\$ N/A	
1 1/2" .....	\$ N/A	
2" .....	\$ N/A	
Over 2" .....	\$1 N/A	
<u>Plan Review Charge</u> .....	\$1 N/A	
<u>Plant Capacity Charge</u>		
Residential-per ERC ( __ GPD) .....	\$ N/A	
All others-per gallon .....	\$ N/A	
<u>System Capacity Charge</u>		
Residential-per ERC ( __ GPD) .....	\$ N/A	
All others-per gallon .....	\$ N/A	

\*Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE - TBA

TYPE OF FILING - SALE

STUART SHELDON  
ISSUING OFFICER  
 \_\_\_\_\_  
 MANAGER  
 \_\_\_\_\_  
 TITLE

SUNRISE UTILITIES, LLC  
NAME OF COMPANY

WATER TARIFF

INDEX OF STANDARD FORMS

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APPLICATION FOR WATER SERVICE .....	20.0
COPY OF CUSTOMER'S BILL .....	22.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT .....	19.0

STUART SHELDON  
ISSUING OFFICER  
 MANAGER  
TITLE

ORIGINAL SHEET NO. 19.0

SUNRISE UTILITIES, LLC - D/B/A  
NAME OF COMPANY ALTURAS UTILITIES, LLC

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

RECEIPT

DATE	<u>5-20-04</u>	No.	<u>317962</u>
RECEIVED FROM	<u>Joe Customer</u>		<u>\$52.00</u>
	<u>1234 Whatever Street, Auburndale, FL</u>		DOLLARS
<input type="radio"/> FOR RENT	<u>Water Deposit</u>		
<input type="radio"/> FOR			
ACCOUNT		<input checked="" type="radio"/> CASH	FROM _____ TO _____
PAYMENT	<u>52.00</u>	<input type="radio"/> CHECK	BY <u>[Signature]</u>
BAL. DUE		<input type="radio"/> MONEY ORDER	

STUART SHELDON  
ISSUING OFFICER  
MANAGER  
TITLE

SUNRISE UTILITIES, LLC

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY \_\_\_\_\_

WATER TARIFF \_\_\_\_\_

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 \_\_\_\_\_

STUART SHELDON  
 \_\_\_\_\_  
 ISSUING OFFICER  
 \_\_\_\_\_  
 MANAGER  
 \_\_\_\_\_  
 TITLE



ORIGINAL SHEET NO. 20.0

SUNRISE UTILITIES, LLC  
NAME OF COMPANY

WATER TARIFF

APPLICATION FOR WATER SERVICE

PAY WATER DEPOSIT AND WATER WILL BE TURNED ON WITHIN ONE (1) HOUR

STUART SHELDON

ISSUING OFFICER  
MANAGER

TITLE

ORIGINAL SHEET NO. 21.0

SUNRISE UTILITIES, LLC  
NAME OF COMPANY \_\_\_\_\_

WATER TARIFF

APPLICATION FOR METER INSTALLATION

THIS SYSTEM IS BUILT OUT

STUART SHELDON  
ISSUING OFFICER  
MANAGER  
TITLE

ORIGINAL SHEET NO. 21.0

SUNRISE UTILITIES, LLC  
NAME OF COMPANY

WATER TARIFF

APPLICATION FOR METER INSTALLATION

THIS SYSTEM IS BUILT OUT

STUART SHELDON  
ISSUING OFFICER  
MANAGER  
TITLE

SUNRISE UTILITIES, LLC  
NAME OF COMPANY

WATER TARIFF

COPY OF CUSTOMER'S BILL

KEEN UTILITIES \*\*\* SUNRISE \*\*\*  
685 DYSON RD  
HAINES CITY, FL 33844  
(863) 421-6827  
EMERGENCY BEEPER:502-0624

Return Postage Guaranteed  
Address Correction Requested

**RETURN THIS STUB  
FOR PROPER CREDIT**

LAST MONTHS BILL \$14.36  
Billing Acct PAYMENT \$14.36  
Date No #: BAL FWD \$0.00

Billing Please Pay  
Date ACCTNO: This Amount  
05/01/2004 2349PE \$14.95

05/01/2004 2349PE  
METER READINGS Gals. CURRENT  
PREVIOUS PRESENT Used AMOUNT  
854030 856310 2280 \$13.84

\*\*\* SUNRISE \*\*\*

POLK CO PUBL SVC TAX 8%..... 1.11

\*\*\*\*\* DELIVER TO \*\*\*\*\*

Current Month's Charges + \$14.95

ALBERT BROWN  
2349 PEACH AVENUE  
AUBURNDALE FL 33823

Please Pay This Amount \$14.95

**BILL DELINQUENT AFTER 20TH OF  
BILLING MONTH. RECONNECT FEE  
\$15.00**

amc

KEEN UTILITIES \*\*\* SUNRISE \*\*\*  
685 DYSON RD  
HAINES CITY, FL 33844  
(863) 421-6827  
EMERGENCY BEEPER:502-0624

Return Postage Guaranteed  
Address Correction Requested

**RETURN THIS STUB  
FOR PROPER CREDIT**

LAST MONTHS BILL \$66.07  
Billing Acct PAYMENT \$100.00  
Date No #: BAL FWD (\$33.93)

Billing Please Pay  
Date ACCTNO: This Amount  
05/01/2004 2425TT \$3.16

05/01/2004 2425TT  
METER READINGS Gals. CURRENT  
PREVIOUS PRESENT Used AMOUNT

\*\*\* SUNRISE \*\*\*

STUART SHELDON  
ISSUING OFFICER  
MANAGER  
TITLE

ORIGINAL SHEET NO. 23.0

SUNRISE UTILITIES, LLC - D/B/A  
NAME OF COMPANY ALTURAS UTILITIES, LLC

WATER TARIFF

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INDEX OF SERVICE AVAILABILITY

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STUART SHELDON  
ISSUING OFFICER  
MANAGER  
 -----  
 TITLE

SUNRISE UTILITIES, LLC - D/B/A  
NAME OF COMPANY ALTURAS UTILITIES, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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STUART SHELDON  
ISSUING OFFICER  
 MANAGER  
TITLE

STATEMENT REGARDING REGULATORY ASSESSMENT FEES

KEEN SALES, RENTALS AND UTILITIES, INC. WILL BE RESPONSIBLE FOR THE REGULATORY ASSESSMENT FEES FOR THE YEAR 2004 UP UNTIL FEBRUARY 10, 2004. AFTER THAT, THE NEW OWNERS WILL BE RESPONSIBLE FOR ANY AND ALL REGULATORY ASSESSMENT FEES.

STATEMENT REGARDING THE NAME OF CORPORATION

\*

THE NEW OWNERS HAVE REQUESTED THAT THE NAME OF  
SUNRISE UTILITIES, LLC WILL STAND FOR SUNRISE AS  
WELL AS SUNRISE UTILITIES, LLC D/B/A ALTURAS  
UTILITIES, LCC.



LICENSED OPERATOR

TRI-FLORIDA WATER, INC.  
226 EAST LAKE AVENUE  
AUBURNDALE, FLORIDA 33823

863-965-1439

THESE PEOPLE HAVE BEEN OPERATING OUR SYSTEMS FOR YEARS.