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REPLY TO ALTAMONTE SPRINGS

MARTIN S. FRIEDMAN, P.A.
VALERIE L. LORD, OF COUNSEL
(LICENSED IN TEXAS ONLY)

March 7, 2003

HAND DELIVERY

RECEIVED-FPSC
MAR - 7 PM 1:50
COMMISSION
CLERK

Ms. Blanca Bayo
Commission Clerk and Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Docket No. 030236-WS; Utilities, Inc. of Pennbrooke's Application for Authority
to Transfer Facilities and Certificate Nos. 466-W and 400-S
Our File No.: 30057.56

Dear Ms. Bayo:

Enclosed for filing are the original and two (2) copies of the Application of
Utilities, Inc. of Pennbrooke for Authority to Transfer Facilities and Certificate Nos.
466-W and 400-S of Pennbrook Utilities, Inc. Also enclosed is our check in the amount
of \$3,000 representing the appropriate filing fee.

Should you have any questions regarding this filing, please do not hesitate to
give me a call.

info forwarded to eel.

- AUS
- CAF
- CHP
- COM
- CTR
- ECR
- GCL
- OPC
- MMS
- SEC
- OTH

Check received with
to Fiscal for deposit. Fiscal to forward
deposit information to Records.
Initials of person who forwarded check:
[Signature]

Very truly yours,

[Signature of Martin S. Friedman]

MARTIN S. FRIEDMAN
For the Firm

MSF:dmp
Enclosures

cc: Mr. Steve Lubertozi (w/enclosure)
Mr. Don Rassmussen (w/enclosure)
Mr. Arthur H. Erickson (w/enclosure)

ASO\Utilities\56) Pennbrooke\PSC Clerk 01.ltr

DOCUMENT NUMBER-DATE

02324 MAR-7 03

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority)
to Transfer the Facilities of)
PENNBROOKE UTILITIES, INC. and)
Certificate Nos. 466-W and 400-S)
in Lake County, Florida to)
UTILITIES, INC. OF PENNBROOKE)
_____)

Docket No. 030236-WS

APPLICATION OF UTILITIES, INC. OF PENNBROOKE FOR AUTHORITY TO
TRANSFER FACILITIES AND CERTIFICATE NOS. 466-W and 400-S

UTILITIES, INC. OF PENNBROOKE (hereinafter referred to as "UIP" or "Buyer") by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code, and Section 367.071, Fla. Stat., files this Application for authority to transfer Certificate Nos. 466-W and 400-S currently held by Pennbrooke Utilities, Inc. ("Seller") to Buyer. In support of this Application, Seller states:

1. The complete name and address of the Seller is:

Pennbrooke Utilities, Inc.
146 Horizon Court
Lakeland, Florida 33813-1742

2. The complete name and address of the Buyer is:

Utilities, Inc. of Pennbrooke
2335 Sanders Road
Northbrook, IL 60062

3. The name and address of the person authorized to receive notices and communications in respect to this application is:

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
600 S. North Lake Boulevard, Suite 160
Altamonte Springs, FL 32701
PHONE: (407) 830-6331
FAX: (407) 830-8522
E-MAIL: mfriedman@rsbattorneys.com

DOCUMENT NUMBER-DATE

02324 MAR-78

FPSC-COMMISSION CLERK

4. Buyer is a Florida corporation authorized to do business in Florida on March 3, 2003.

5. The names and addresses of Buyer's corporate officers and directors are as follows:

James L. Camaren, Chairman and CEO/Director
Lawrence L. Schumacher, President/Director
2335 Sanders Road
Northbrook, IL 60062

Donald Rassmussen, Vice President
200 Weathersfield Avenue
Altamonte Springs, FL 32714

6. Buyer owns no other water or wastewater utilities in Florida. However, Buyer is a wholly owned subsidiary of Utilities, Inc., which also wholly owns the subsidiaries listed on Exhibit "A" hereto which hold Certificates from this Commission.

7. A copy of the Purchase and Sale Agreement ("Agreement"), which includes the purchase price, terms of payment, and a list of the assets purchased and liabilities assumed and not assumed and disposition of customer deposits and interest thereon is attached hereto as Exhibit "B" (Exhibit 3 to the Agreement are engineering plans which are not attached due to their size). In accordance with the terms of the Agreement, the closing will take place within thirty (30) days of approval by the Commission.

8. There are no guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases that must be disposed of in association with the transfer of the utility systems.

9. The purchase was financed with equity from the Buyer's parent, Utilities, Inc.

10. The transfer of the water and wastewater facilities of Seller to Buyer is in the public interest for the following reasons:

Pennbrooke Utilities, Inc., is a subsidiary of Leisure Communities, Ltd., which is the company developing the service area. The development is nearing build-out and the parent development company is no longer interested in continuing in the utility business. Buyer's parent corporation owns subsidiaries serving more than 37,788 residential and 1,131 non-residential wastewater customers in Florida, and more than 36,081 residential and 1,163 non-residential water customers in Florida.

UIP is a wholly-owned subsidiary of Utilities, Inc. (UI). UI has approximately 35 years of experience in the water and wastewater utility industry and it currently provides safe and reliable water and wastewater service to approximately 230,000 customers in 16 states. UI was formed in 1965 with the objective of acquiring small water and wastewater companies with the intent to, not only operate, but also improve them. By centralizing the management, accounting, billing and data processing functions, Buyer can achieve economies of scale that would be unattainable on a stand-alone basis.

With respect to the Buyer's technical and financial ability, UI has both the regulatory experience and financial wherewithal to

ensure consistent compliance with environmental regulations. UI's experience, through its UIP subsidiary, in operating water and wastewater utilities will provide depth to its customers on both a day-to-day basis as well as during emergencies. UI has operated other water and wastewater utilities in Florida under the regulation of this Commission since 1976 and UI's existing Florida subsidiaries are in good standing with the Commission.

Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters. For these reasons, it is in the public interest to grant approval of the transfer to Buyer.

11. The Seller's rates were last set in a Staff Assisted Rate Case which culminated in Order No. PSC-01-1246-PAA-WS, dated June 4, 2001. Based upon that Order, the water rate base as of September 30, 2001, for transfer purposes, was \$414,766 and the wastewater rate base as of that same date, for transfer purposes, was \$777,466.

12. There is no proposal at this time for inclusion of an acquisition adjustment resulting from the current transfer.

13. The books and records of the Seller are available for inspection by the Commission and are adequate for the purposes of establishing rate base of the water and wastewater systems.

14. Seller will cooperate with Buyer in providing to the Florida Public Service Commission any information necessary in order for the Commission to evaluate the Utility's rate base.

15. After reasonable investigation, the Buyer has determined that the systems being acquired appear to be in satisfactory condition and in compliance with all applicable standards set by Florida Department of Environmental Protection ("DEP").

16. The real property upon which the water and wastewater plans are located are among the assets being purchased by UIP (See, Article I, Paragraph 5 of Exhibit "B" hereto) as described in Exhibit "4" of Exhibit "B". Seller will convey marketable title to the real property and will provide a title insurance policy to UIP in the amount of \$500,000.

17. All outstanding regulatory assessment fees due as of March 31, 2003, for the year ended December 31, 2002 will be paid by Seller. Seller will also be responsible for payment of all regulatory assessment fees through Closing. Buyer will be responsible for payment of all regulatory assessments fees due for revenues received from the date of Closing forward. No fines or refunds are owed.

18. The original and two copies of revised Tariffs reflecting the change in ownership are attached hereto as Composite Exhibit "C".

19. Original Water Certificate Number 466-W and Wastewater Certificate 400-S will be late filed.

20. 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, Florida Administrative Code, is attached hereto as Exhibit "D".

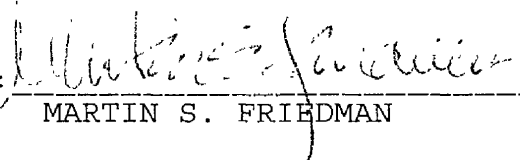
21. An Affidavit that the actual notice of the application was given to each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "E".

22. An Affidavit that the notice of the application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "F".

23. The water and wastewater systems have the capacity to serve between 501 and 2,000 ERCs. Pursuant to Rule 25-30.020, Florida Administrative Code, the appropriate filing fee is \$3,000 (\$1,500 for water and \$1,500 for wastewater).

Respectfully submitted on this
7TH day of March, 2003, by:

ROSE, SUNDSTROM & BENTLEY, LLP
600 S. North Lake Boulevard
Suite 160
Altamonte Springs, FL 32701
PHONE: (407) 830-6331
FAX: (407) 830-8522

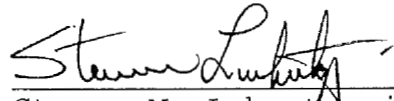
By: 
MARTIN S. FRIEDMAN

AFFIDAVIT

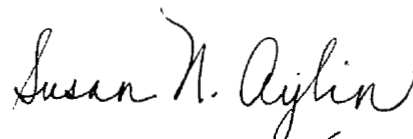
STATE OF ILLINOIS

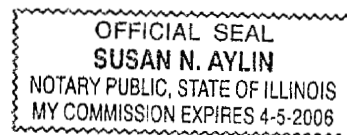
COUNTY OF COOK

I, Steven M. Lubertozzi, do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.


Steven M. Lubertozzi
Director
Regulatory Accounting

Sworn to and subscribed before me this 3rd day of March, 2003, by Steven M. Lubertozzi, as Director of Regulatory Accounting on behalf of the utility. He is personally known to me.


Printed Name: SUSAN N. AYLIN
NOTARY PUBLIC
My Commission Expires: 4-5-2006



EXHIBITS:

- A: List of UI Subsidiaries
- B: Purchase and Sale Agreement
- C: Revised Tariffs
- D: Affidavit of Notice to Entities
- E: Affidavit of Notice to Customers
- F: Affidavit of Newspaper Notice

EXHIBIT "A"

Utilities, Inc.
List of Subsidiaries - 100% wholly-owned

Alafaya Utilities, Inc.	Seminole
Bayside Utility Services, Inc.	Bay
Cypress Lakes Utilities, Inc.	Polk
Labrador Utilities, Inc. (transfer pending)	Pasco
Lake Placid Utilities, Inc.	Highlands
Lake Utility Services, Inc.	Lake
Mid-County Services, Inc.	Pinellas
Miles Grant Water and Sewer Company	Martin
Sandy Creek Utility Services, Inc.	Bay
Sanlando Utilities Corporation.	Seminole
Tierra Verde Utilities, Inc.	Pinellas
Utilities, Inc. of Eagle Ridge	Lee
Utilities, Inc. of Florida.	Seminole, Orange, Pasco, Marion and Pinellas
Utilities, Inc. of Longwood.	Seminole
Utilities, Inc. of Sandalhaven	Charlotte
Wedgfield Utilities, Inc.	Orange

EXHIBIT "B"

PENNBROOKE UTILITIES, INC.
ASSET PURCHASE AGREEMENT
LAKE COUNTY, FLORIDA

This Agreement is entered into on this 25th day of February, 2003 by and between Pennbrooke Utilities, Inc., a Florida corporation (hereinafter referred to as "Seller") and Utilities, Inc., an Illinois corporation (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS the Seller is the owner of a water supply and distribution system, as well as a wastewater collection and treatment system which has been installed to provide central utility service to approximately 900 existing water and wastewater customers in Lake County, Florida, and more fully described on Exhibit 1, attached, (hereinafter referred to as the "Property"); and

WHEREAS, Seller's parent company is Leisure Communities Ltd., which also manages and controls the Club at Pennbrooke Fairways, Inc.. It is the intention of the Seller and Purchaser that said Club at Pennbrooke Fairways, Inc. shall be a beneficiary hereof solely in that it will receive reuse water, in exchange for its continuing obligation to accept reuse water as referenced in Article V, Paragraph 21.

WHEREAS Purchaser is engaged through its operating subsidiaries in the business of furnishing water and wastewater service to the public in various communities throughout the United States. Purchaser desires to acquire, and Seller desires to sell the water and wastewater facilities (collectively the "Facilities") installed to provide water and wastewater service to the Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS BY SELLER

Seller represents and warrants that:

- 1) Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. Seller's Certificate of Incorporation contains charter powers authorizing it to construct, operate and maintain a public water utility system, as well as a wastewater utility system.
- 2) Seller is, and at the Closing (the "Closing" as hereinafter defined) will be, the owner of the Facilities with good and marketable title, free and clear of all liens and encumbrances, except for those which will be discharged at closing and as otherwise set forth herein.
- 3) Seller has obtained from the Florida Public Service Commission (hereinafter referred to as the "Commission") a Certificate of Public Convenience and Necessity, and authorization and approval of rates, rules and regulations for the provision of water and wastewater service within the Property.

- 4) Seller will cooperate fully with Purchaser in any and all applications and petitions to the applicable public authorities, including but not limited to the Commission deemed necessary or desirable by Purchaser in connection with the purchase of the Facilities from Seller as contemplated herein.
- 5) Attached hereto as **Exhibit 2** is a detailed list of the Facilities of Seller to be acquired by Purchaser, pursuant to this Agreement, showing both their respective installation or construction costs, as well as their current depreciable tax basis. Said Facilities include all water and wastewater utility assets, equipment and real estate owned or leased by the Seller within the Property, including but not limited to a two wells, three (3) 50,000 gallon ground level storage tank, and a complete water distribution system, as well as a 180,000 gallons per day wastewater plant capable of reuse treatment, and a complete central wastewater collection system. To the extent additional water distribution and wastewater collection facilities are required to serve new customers within the Property, Seller remains obligated to install said facilities and convey to Purchaser at no further cost or expense. Purchaser will be responsible for any additional water supply, storage and wastewater treatment capacity. The engineering plans and specifications for the Facilities are attached hereto as **Exhibit 3**.
- 6) Attached hereto as **Exhibit 4** is a list, briefly describing, as of the date of this Agreement, the following:
 - (a) All pending or threatened action at law, suits in equity or administrative proceedings relating to the Facilities;
 - (b) All contracts or obligations of any nature between Seller and any other party, including all developer agreements relating to the Property.
 - (c) All real estate in the Property owned by Seller to be transferred hereunder.
- 7) Except as indicated in Exhibit 4, Seller has, or at the Closing will have, all necessary permits, licenses and easements (including sufficient rights to access) for its water and wastewater utility business; the Facilities of Seller have to the best of Seller's knowledge and belief been installed within the easements relating thereto and in accordance with all necessary permits or licenses; to the best of Seller's knowledge and belief the Facilities have been constructed and are capable of operation in accordance with at least the minimum standards, requirements, rules and regulations of all governmental bodies, and regulatory agencies which may have jurisdiction thereover as of this date.
- 8) Except as indicated in Exhibit 4, there are no pending or threatened actions at law or suits in equity relating to the Facilities, or any pending or threatened proceedings before the Commission or any other governmental agency.

- 9) Except as indicated in Exhibit 4, there are no contracts or obligations of any nature between Seller and any other party relating to the Facilities.
- 10) Neither Seller nor any entity or individual affiliated with Seller has executed any agreement with purchasers of lots within the Property, or any other parties, whereunder such purchases or other parties have acquired any interest in the Facilities used or to be used in rendering service to them.
- 11) Between the date hereof and the Closing, the water and wastewater utility business of Seller will be operated in the ordinary course and Seller will, at all reasonable times, permit Purchaser, its attorneys and agents, to examine Seller's books, accounts, and other records and physical properties relating to the Facilities.
- 12) Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of Seller.
- 13) Seller has filed all tax returns which are required to be filed, and each such return which has been filed is true and correct, and Seller has paid all taxes shown as payable on such returns when and as required by applicable law.
- 14) No representation or warranty by Seller in this Agreement, or any statement or certificate furnished or to be furnished to Purchaser pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE II

CLOSING AND PURCHASE PRICE

1) Closing

(a) The Closing shall take place within thirty (30) days of approval of the Agreement by the Commission at the offices of Seller's counsel, or at such other time and place as Seller and Purchaser may agree upon. In the event that such approval by the Commission has not been received within eighteen (18) months of the date of execution of this Agreement by both parties, Purchaser and Seller hereby agree that at Seller's sole option the Closing shall take place within 30 days of Seller's written request to Purchaser. Seller and Purchaser acknowledge that the Commission has jurisdiction to deny the transfer. If the Commission, subsequent to such a closing, denies the transfer the parties hereto agree that they will unwind the transaction and the Seller in that case shall be entitled to retain \$50,000 of the consideration hereof as liquidated damages.

(b) At the Closing, the Seller will, upon due performance by Purchaser of its obligations under the Agreement, deliver:

- (i) such warranty deeds, bills of sale, and instruments of sale, in form and substance reasonably satisfactory to Purchaser's counsel, as shall be required to vest in Purchaser good, indefeasible and marketable title to all of the Facilities and related real estate used or to be used for the water system and the wastewater system in the Property, free and clear of liens and encumbrances of every nature except as disclosed herein;
 - (ii) all of the files, documents, papers, agreements, books of account, customer lists, original cost invoices, engineering drawings, and records pertaining to the wastewater utility business conducted by Seller in the Property which are in the possession of the Seller, other than its minute books and stock records, and any other records reasonably needed by Seller;
 - (iii) all orders, permits, licenses or certificates in the possession of Seller, issued or granted to Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Facilities or the conduct of its wastewater utility business; and
 - (iv) a title insurance policy in an amount of \$500,000 for all of the real estate listed on Exhibit 4 showing good and marketable title in Purchaser, subject only to the standard title exceptions.
- (c) At the Closing and from time to time thereafter, Seller shall execute and deliver such further instruments of sale, conveyance, transfer and assignment, and take such other action as Purchaser may request, in order more effectively to sell, convey, transfer and assign to Purchaser any of the Sellers Facilities, to confirm the title of Purchaser thereto and to assist Purchaser in exercising rights with respect thereto.
- (d) **Assessments and Ad Valorem Taxes.** Ad valorem real property taxes and assessments against the Property for the year of Closing shall be prorated as of the Closing Date. If the amount is not known, the rates and assessed valuations for the previous year shall be used and once the actual taxes and assessments are levied, any party may request in writing a re-proration of the taxes and assessments and upon such written request the taxes and assessments shall be re-prorated and the parties shall make arrangement for immediate payment to the requesting party. This provision shall survive Closing for a period of one year.
- (e) **Assessments.** Certified, confirmed, and ratified assessment liens affecting any of the Property as of the date of Closing shall be paid by Seller as well as any and all installments

due on any such assessments which are payable at or prior to Closing, unless the assessment lien is the result of acts by Purchaser or its agents, in which instance it shall be payable by Purchaser at Closing.

- (f) **Miscellaneous.** All other items of income and expense shall pro-rated as of the Closing Date. To the extent that the amount of any of the above items shall not be available for exact proration and adjustment as of the date of any Closing, Purchaser and Seller, as promptly as possible after any Closing, shall determine, compute, settle, and adjust such items between them as of 12:01 a.m. on the applicable Closing Date.

2) **Purchase Consideration**

At the Closing Purchaser shall, upon due performance by Seller of its obligations under the Agreement, deliver to the Seller, the Purchase Price (the "**Purchase Price**") in the amount of **\$1,800,000.00** (ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS), increased by the amount of any cash and current customer accounts receivable (which Seller represents and warrants will be collected at their face amount) transferred by Seller to Purchaser and decreased by any and all liabilities (current, accrued, Long-term or other) assumed by Purchaser.

The sum of \$50,000 (the "**Deposit**") shall be paid by cash or cashier's check to Akerman Senterfitt as Escrow Agent, or by letter of credit, issued in favor of Seller within 15 business days of the Effective Date. If a letter of credit is used it shall be drawn upon a national bank acceptable to Seller and upon terms acceptable to Seller. Such Deposit shall be credited against the Purchase Price at Closing.

ARTICLE III

COMMISSION APPROVAL

1) **Commission Approval**

Within ten (10) days following the execution of the Agreement by both Parties., Purchaser will, at its sole expense, file a petition with the Commission requesting approval of this Agreement; transfer of the Public Utility Certificate; and approval of the rates, fees, and charges applicable to water and wastewater utility customers in the Property

ARTICLE IV

PROVISIONS WITH RESPECT TO DEFAULT

Default by Seller. In the event Seller breaches any provision of this Agreement or fails to comply with any of its obligations or conditions hereunder and Purchaser is not in default with respect to its obligations hereunder and has tendered performance, Purchaser as, its sole remedy, shall be entitled to specific performance of this Agreement.

Default by Purchaser. In the event Purchaser breaches any provisions of this Agreement or fails to comply with any of its obligations or conditions hereunder and Seller is not in default with respect to its obligations hereunder and has tendered performance, Seller shall have the right to cancel this Agreement, in which case this Agreement shall be considered null and void and Purchaser shall pay the sum of \$50,000.00 to Seller, such sum being agreed upon as liquidated damages for failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Agreement and Seller shall not be entitled to sue for money damages (except for any lien created by Purchaser, for which Purchaser shall remain liable to Seller and except for any indemnification which survives Closing), it being acknowledged that it would be impossible to ascertain the actual damages which would be sustained by Seller in the event of default, and no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller other than as provided in this section. Subject as aforesaid with respect to liens created by Purchaser, Seller agrees to accept and take the \$50,000.00, as its total damages and relief hereunder in such event and shall have no other cause of action against Purchaser.

ARTICLE V

GENERAL

- 1) Upon purchase of the Facilities of Seller, Purchaser agrees to supply all customers within the Property (including all customers whether residential or commercial in nature within the Property added after the date of Closing) with adequate and customary water and wastewater utility service, and to operate, maintain and repair all Facilities acquired herein.
- 2) The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
- 3) All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered, or made, as the case may be, (notwithstanding lack of actual receipt by

- 8) Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 9) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.
- 10) Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.
- 11) In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 12) **Time and Time of Essence.** Time is of the essence of each and every term, provision and covenant of the Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday or legal holiday (recognized in Leesburg, Florida), the period of time shall automatically be extended to 5:00 p.m. of the next full business day. All periods of time shall be based on calendar days.
- 13) **Further Assurances.** In addition to the obligations required to be performed hereunder by Seller and Purchaser at Closing, Seller and Purchaser shall perform such other acts, and execute, acknowledge, and deliver subsequent to Closing such other instruments, documents, and other materials as the other may reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Purchaser.
- 14) **No Waiver.** Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- 15) **No Recording.** Seller and Purchaser agree that this Agreement shall not be recorded in the public records.

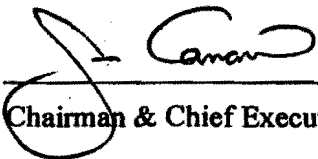
- 16) **No Joint Venture/No Association.** Purchaser acknowledges and agrees that Seller is in no manner whatsoever related to or associated or affiliated with any project to be developed by Purchaser on the Real Property. Nothing contained herein shall be construed in any manner whatsoever to create a joint venture or other relationship, other than contractual, by and between the parties hereto.
- 17) **As Is.** Purchaser hereby acknowledges and affirms that, except as specifically provided in this Agreement or in documents executed and delivered by Seller to Purchaser at Closing, Seller does not, by the execution and delivery of this Agreement, and Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with the Closing, make any warranty, express or implied, of any kind or any nature whatsoever, with respect to the Property or the Facilities and all such warranties are hereby disclaimed. Without limiting the generality of the foregoing, except as specifically provided in this Agreement SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY OF SUITABILITY OR FITNESS OF ANY OF THE ASSETS FOR ANY PURPOSE, OR AS TO THE MERCHANTABILITY, TITLE, VALUE, QUALITY, CONDITION OR SALABILITY OF ANY OF THE ASSETS. The sale of the Property or the Facilities by Seller to Purchaser shall be "AS IS" and "WHERE IS". Notwithstanding anything else contained herein, Seller warrants that to the best of Seller's knowledge and belief the Facilities have been installed and have been (and will continue to be until Closing) operated in material compliance with all applicable laws, rules, regulations and permits.
- 18) **Entire Agreement.** This Agreement embodies and constitutes the entire understanding among the parties with respect to the transaction contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated unless there is a specific provision contained herein to the contrary, except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.
- 19) **Easements.** Seller and Purchaser shall grant to each other such easements as may be reasonably necessary for an orderly and logical water, wastewater and reuse service to the residents of the Pennbrooke Fairways Subdivision and to effectuate the intent of this Agreement, which easements must be in form, substance and location, reasonably acceptable to both parties. This provision shall survive Closing and shall be applicable for so long as Seller owns any property within the Pennbrooke Subdivision.

- 20) The representations and warranties contained herein shall survive, and continue in effect, after the Closing for a period of one year. Purchaser agrees to indemnify Seller, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost accruing or resulting from any misrepresentation or breach of any representation, warranty or agreement on the part of Purchaser under this Agreement or from any misrepresentation in or material omission from any certificate or other document furnished or to be furnished to Seller by Purchaser; Seller agrees to indemnify Purchaser, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost, accruing or resulting from any misrepresentation or breach of any representation, or warranty or agreement made or to be performed by Seller under this Agreement or from any misrepresentation in or material omission from any certificate or other documents furnished or to be furnished to Purchaser by Seller.
- 21) Purchaser acknowledges that it is fully aware of the fact that the Seller has applied to the Florida Department of Environmental Protection for a Minor Modification to the WWTF. This modification is being required by St. John's Water Management District and DEP. The purpose of the modification is to re-route reclaimed water to the golf course irrigation system. (A copy of the Application as well as a copy of the Operating Protocol for the reuse system is attached as Exhibit 5.)
- Purchaser agrees that Purchaser will continue to provide reuse water and operate the reuse system as designed and as specified in the Operating Protocol. Seller agrees that Seller and/or its successors and assigns as well as the Club at Pennbrooke Fairways and/or its successors and assigns shall continue to accept the reuse water as specified in the Operating Protocol.
- Purchaser hereby agrees that for a minimum period of five years from Closing the reuse water as specified herein and in the Operating Protocol shall be provided at no cost to the Seller, the Club at Pennbrooke Fairways and/or their successors and assigns. Both Seller and Purchaser acknowledge and agree that subsequent to the aforementioned five-year period any charge or cost for the reuse water as specified herein and in the Operation Protocol shall be assessed only as authorized by the Commission or other regulatory body.
- Purchaser and Seller acknowledge that the Commission has the ability to approve Purchaser's recovery of the cost of reuse from either water and/or wastewater customers.
- Purchaser agrees to provide written notice to the Seller and/or the Club at Pennbrooke Fairways prior to any action, consideration or proposed change to fees or charges for reuse water as provided herein and/or under the Operating Protocol by the Purchaser or the Commission.
- 22) If this Agreement is not executed by Seller prior to February 28, 2003 then the terms and conditions herein are waived with no further obligations or responsibility to either party.

23) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Purchaser may not assign this Agreement without the written consent of Seller except to transfer its rights and obligations under this Agreement to a separate wholly-owned subsidiary of Utilities, Inc.

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


UTILITIES, INC.

By 
Chairman & Chief Executive Officer


ATTEST:



PENNBROOKE UTILITIES, INC.

By 
Arthur H. Erickson, VP

ATTEST:


WILMA S. VANZANT

FLC FLORIDA LEISURE COMMUNITIES

QB 0002070

January 6, 2003

Mr. James L. Camaren
Chief Executive Officer
Utilities, Inc.
2335 Sanders Road
Northbrook, IL 60062-6196

Dear Jim:

I am enclosing herewith the following exhibits to the revised Purchase Agreement for Pennbrooke Utilities, Inc., which I emailed to you on December 31, 2003.

Exhibit 1. "Description of the Property." I have used the Pennbrooke Utilities Inc. Sewer Tariff Territory Description for this exhibit. The Sewer Tariff is the same as the Water Tariff, so I only used the Sewer Tariff. If this is not sufficient for your use as Exhibit 1, please advise.

Exhibit 2. "List of the Facilities to be Acquired by the Purchaser." Per your telephone conversation with our Vice President of Finance, Greg Richeson, this exhibit is a copy of the asset accounts from our trial balance as of November 30, 2002. These amounts should be able to be reconciled to the PSC Annual Report.

Exhibit 3. "Engineering Plans and Specifications for the Facilities." We have requested additional copies from our engineer and will forward this to you in the near future.

Exhibit 4. "List Describing all Pending Litigation, Contracts, Obligations, and the Real Estate to be transferred."

Lakeland Office:
146 Horizon Court
Lakeland, FL 33813
(863) 646-2904
FAX (863) 644-8079

Pennbrooke Fairways Office:
501 State Road 44
Leesburg, FL 34748
(352) 326-5600
FAX (352) 326-2558

excellence is our way of living

Mr. James L. Camaren
January 6, 2003
Page 2

Exhibit 5. "Copy of the DEP application for reuse and the Operating Protocol for the Reuse System."

Jim, please let me know if the enclosed exhibits are sufficient to meet the requirements of the Agreement, if not we will get you whatever additional information is necessary.

We would like to move forward with this transaction as soon as possible, please let me know what we need to do to finalize the Agreement and keep the process moving.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur H. Erickson", with a long horizontal flourish extending to the right.

Arthur H. Erickson
Executive Vice President

wv

Enclosures

PENNBROOKE UTILITIES, INC.
SEWER TARIFF

ORIGINAL SHEET NO. 3.0

TERRITORY SERVED

- 1) The south 1/2 of the North 1/2 of the Southwest 1/4 of Section 19, township 19 south, range 24 east, Lake County, Florida.
- 2) The south 1/2 of the northwest 1/4 of the southeast 1/4 of section 19, township 19 south, range 24 east, Lake County, Florida, less the east 330 feet thereof.
- 3) The south 1/4 of section 19, township 19 south, range 24 east, Lake County, Florida, less the north 430 feet of the east 1650 feet thereof.
- 4) The southwest 1/4 of the southwest 1/4 of section 19, township 19 south, range 24 east, Lake County, Florida, subject to county road rights of way.
- 5) The north 1/2 of section 19, township 19 south, range 24 east, Lake County, Florida, less the south 1/2 of the southwest 1/4 of the southwest 1/4 and less the west 660 feet of the south 453.26 feet of the southeast 1/4 of the northwest 1/4 of said section 19 thereof. Also less: the east 330 feet of the northeast 1/4 of the northeast 1/4, Also less: the west 570 feet of the east 900 feet of the south 1/2 of the said northeast 1/4 of the northeast 1/4 of said section 19 and less the southeast 1/4 of the said northeast 1/4 of section 19.
- 6) That part of the west 7/8 of the south 1/2 of said section 19, lying northwesterly of the northwesterly right of way line of the S.C.L. Railroad, less: From the point of intersection of the west line of section 19, township 19 south, range 24 east, Lake County, Florida, with the northerly line of the right of way of the Seaboard Airline Railroad, run southeasterly along the northerly line of said right of way, 2201 feet to the point of beginning of this tract herein described: From said point of beginning, run thence north 529.13 feet, thence north 80° 15' east 157.08 feet, thence north 0° 20' 01" east 179.66 feet to the point on the north line of the south 1/2 of said section 19, thence westerly along said north line of said south 1/2 of section 19 to the west line of said south 1/2 of said section 19,

EXHIBIT 1 PAGE 2

PENNBROOKE UTILITIES, INC.
SEWER TARIFF

ORIGINAL SHEET NO. 3.1

thence southerly along said west line to the point of beginning, Also less: that part of the north 1/2 of the southeast 1/4 of section 19, township 19 south, range 24 east, Lake County, Florida, bounded and described as follows: begin 169 feet north of the southeast corner of the west 1/2 of the northeast 1/4 of the southeast 1/4, run north 80° 38' 52" west 200 feet, thence south 14° 33' 03" west 203 feet to the north right of way line of the Seaboard Airline Railroad, thence southeasterly along said north right of way line to the point of beginning and point of terminus.

- 7) From the point of intersection of the west line of section 19, township 19 south, range 24 east, in Lake County, Florida, with the northerly line of the right of way of the Seaboard Airline Railroad, run thence southeasterly along the northerly line of said right of way 2201 feet to the point of beginning of the tract herein described: from said point of beginning run thence south to the northerly line of the right of way of state road no. 44, thence southeasterly along the northerly line of the right of way of state road no. 44, to the east line of the southwest 1/4 of said section 19, thence north along the east line of the southwest 1/4 of said section 19 to the northerly line of the right of way of said railroad, thence northwesterly along the northerly line of the right of way of said railroad to the point of beginning: less the right of way of the Seaboard Airline Railroad. (containing 0.40 acres).

Pennbrooke Utilities, Inc.
General Ledger Trial Balance
 As of Nov 30, 2002

Filter Criteria includes: 1) IDs from S.351 to S.393. Report order is by ID. Report is printed in Detail Format.

Account ID	Account Description	Debit Amt	Credit Amt
S.351	Organization	10,738.00	
S.353	Land	57,035.00	
S.354	Structures and Improvement	149,881.75	
S.355	Power Generation Equipme	37,948.47	
S.360	Collection Sewers (Force)	157,820.00	
S.361	Collection Sewers (Gravity)	609,805.00	
S.363	Services to Customers	98,910.00	
S.370	Lift Stations	56,784.98	
S.371	Pumping Equipment	14,299.96	
S.374	Reuse Distribution Reservoi	19,378.00	
S.380	Treatment & Disposal Equi	762,496.39	
S.382	Outfall Sewer Lines	20,693.50	
S.393	Tools and Shop Equipment	1,391.00	
Total:		1,997,182.05	

WAST WATER

Pennbrooke Utilities, Inc.
General Ledger Trial Balance
 As of Nov 30, 2002

Filter Criteria includes: 1) IDs from W.301 to W.348. Report order is by ID. Report is printed in Detail Format.

Account ID	Account Description	Debit Amt	Credit Amt
W.301	Organization	10,738.00	
W.303	Land	21,115.00	
W.304	Structures & Improvements	92,956.50	
W.307	Wells and Springs	84,250.00	
W.310	Power Generation Equipme	37,000.00	
W.311	Pumping Equipment	61,312.12	
W.320	Water Treatment Equipment	463,717.36	
W.330	Distribution Res. & Standpip	9,500.00	
W.331	Transmission & Distrib Mai	379,232.00	
W.333	Services	83,314.00	
W.334	Meters & Meter Installation	75,023.93	
W.335	Hydrants	31,608.00	
W.343	Tools and Shop Equipment	1,391.00	
W.348	Other Tangible Plant	4,040.00	
Total:		1,355,197.91	

WATER

GENERAL UTILITIES CORPORATION
7621 FROG LOG
LEESBURG, FL 34748

Tele: 352-787-2493
FAX 352-326-8756
Cel 352-267-1358

Date 22 April 2002

Proposal
for
PENNBROOKE UTILITIES, INC
Water and Wastewater Plant Service

The following is a list of services and fees for your consideration in the inspection of your Class C Water Plant and your Class C Wastewater Plant.

Water system:

- 1) Provide lead operator service, with plant inspection one hour per day, five days per week and a weekend visit.
- 2) Collect monthly bacteriological samples, and submit to a certified laboratory of my choice. Analyses fees are additional.
- 3) Compile monthly meter readings and file required Monthly Operating Reports to Florida Dept. of Environmental Protection.

Wastewater system:

- 1) Provide lead operator service, with plant inspection a maximum of one and one-half hours per day five days per week and two weekend visits and as a minimum as the plant permit requires.
- 2) Collect Influent CBOD/TSS and Effluent CBOD, nitrate and fecal coliform samples every two weeks, Effluent TSS and fecal samples four days per week and monitoring well samples once per quarter and deliver to the certified laboratory of my choice for analyses. Analyses fees are additional.
- 3) Compile monthly meter readings and file required Monthly Operating Reports to Florida Dept. of Environmental Protection.

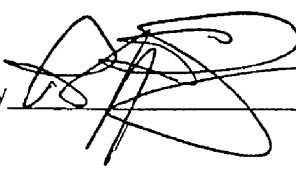
The above services will be provided for \$1500.00 per month.

Unscheduled emergency service calls will be billed separately at the rate for the specific service requested. The minimum rate to be \$45.00/hr.

The above fees will be reviewed for adjustment annually, or as permit requirements change.

This proposal is subject to acceptance within 30 days, and may be void thereafter at the discretion of


22 Apr 2002
Thomas M. Felton

Proposal accepted by 

Date 5/1/02

Date: 22 April 2002

General Utilities Corporation
7621 Frog Log
Leesburg, FL 34748

2002 Analyses Fees

for

PENNBROOKE UTILITIES, INC.

CBOD – EFFLUENT-Sewer.....	\$20.00/ set.....	26 per yr.....	\$520.00/yr.
Fecal Coliform – Sewer.....	20.00 each.....	208 per yr.....	4160.00/yr.
TSS – EFFLUENT – Sewer.....	15.00 each.....	208 per yr.....	3120.00/yr.
Nitrate – Sewer.....	26.50 each.....	26 per yr.....	689.00/yr.
CBOD/TSS – INFLUENT-Sewer.....	35.00/ set.....	26 per yr.....	910.00/yr.
Monitor Well – Set of 3 - Sewer.....	300.00/ set.....	4 per yr.....	1,200.00/yr.
Nitrate/Nitrite – Water.....	60.00/set.....	1 per yr.....	60.00/yr.
Bacteriological–Set of 4 - Water.....	80.00/ set.....	12 per yr.....	960.00/vr.
<u>Total yearly analyses fees.....</u>			<u>\$11,619.00/yr.</u>
<u>Total monthly average analyses fees.....</u>			<u>\$968.25/mo.</u>

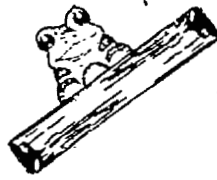
DOES NOT INCLUDE COPPER AND LEAD ANALYSES OR TRI-ANNUAL DRINKING WATER TESTS

22 April 2002

General Utilities Corporation
7621 Frog Log
Leesburg, FL 34748

Cost Summary
For
Pennbrooke Utilities, Inc.
Water and Wastewater Treatment Plant

Monthly Operation - Labor.....	\$1500.00
Monthly Analyses Fees.....	968.25
<hr/>	
Total Average Monthly Cost (excluding chemicals and annual analyses)...	\$2468.25
<hr/>	



General Utilities Corporation

T. Felton
President

7621 Frog Log
Leesburg, FL 34748

Tel: 352/787-2493
Fax: 352/326-8756

REAL ESTATE TO BE TRANSFERRED

SKETCH OF DESCRIPTION FOR
LEISURE COMMUNITIES

Southwest corner of
Section 18-19-24

NOTE
Parcels 1, 2, & 4 deed to FLC, Parcels 3 & 5 should stay in Pennbrooke Utilities.

PENNBROOKE UTILITY PARCELS: Descriptions as supplied

TRACT 1

I. The North 781 feet of the West 505 feet of the Northwest 1/4 of Section 19, Township 19 South, Range 24 East in Lake County, Florida, less the Westerly 25.00 feet thereof for right-of-way of County Road No. 2-4800.

TRACT 2

II. The South 1170 feet of the East 295 feet of the West 505 feet of the North 3/4 of the West 1/2 of the Northwest 1/4 of Section 19, Township 19 South, Range 24 East, in Lake County, Florida.

TRACT 3

III. The South 150 feet of the West 210 feet of the West 505 feet of the North 3/4 of the West 1/2 of the Northwest 1/4 of Section 19, Township 19 South, Range 24 East, in Lake County, Florida: less the Westerly 50.00 feet thereof for right-of-way of County Road No. 2-4800.

TRACT 4

IV. For a Point of Reference commence at the Northwest corner of Section 19, Township 19 South, Range 24 East, Lake County, Florida, thence proceed South 89° 40' 58" East along the North line of said Section 19 a distance of 25.00 feet to the Easterly right of way line of County Road No. 2-4800 and the Point of Beginning of this description: thence continue South 89° 40' 58" East 480.00 feet to the Easterly right of way line of Florida Power Corporation Easement: thence South 00° 21' 31" West 0.83 feet along said Easterly right of way point of intersection: thence continue along said right of way line South 00° 25' 16" West parallel with the West line of aforementioned Section 19, a distance of 780.37 feet thence North 89° 40' 58" West parallel with the North line of Section 19, a distance of 480.00 feet to the Easterly right of way line of County Road No. 2-4800, thence North 00° 25' 16" East along said County Road right of way line, a distance of 781.00 feet to the Point of Beginning.

TRACT 5

V. The South 325.00 feet of the West 210.00 feet of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida. Less the Westerly 50.00 feet thereof for right of way of County Road No. 2-4800.

1 & 4

2

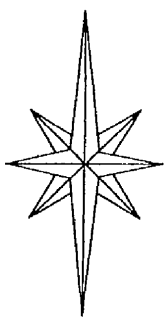
5

3

SUMTER LINE ROAD

water plant →

N



This SKETCH OF DESCRIPTION is prepared to conform to the minimum technical standards set forth in Section 472.027 of the Florida Statutes, and DOES NOT CONSTITUTE A LAND BOUNDARY SURVEY.

RICHARD W. SNYDER
Florida Reg. Land Surveyor
License No. 2628

File name: F:\SUR\PENBROOK\UTILWKST

REVISION:	SURVEY DATE: NA	PREPARED BY: SNYDER SURVEYING, INC.	SCALE: 1"=300'
	MAP DATE: DECEMBER 27, 2002		DRAWN BY: ACP
F.B. NA PG.	LOCATED AT 10485A S.E. 138th AVE. WEIRSDALE, FLA. 32195 (352) 821-0465	MAILING ADDRESS P.O. BOX 249 WEIRSDALE, FLA. 32195 FAX (352) 821-4142	PROJECT NO. 02-1224

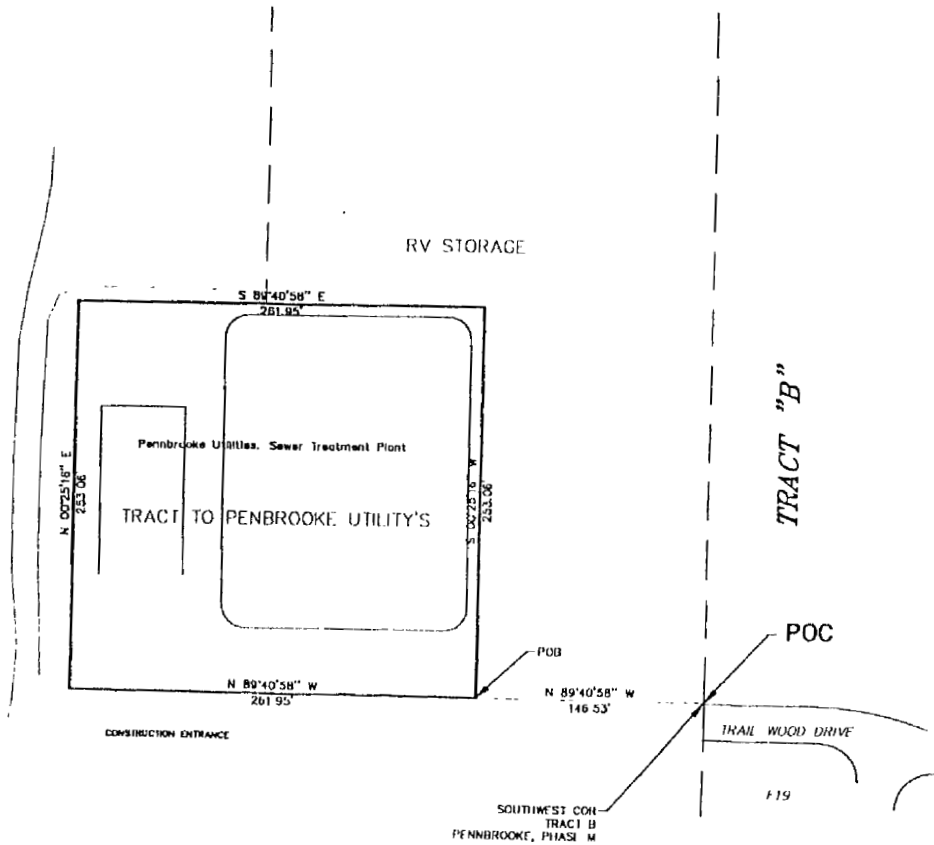
SKETCH OF DESCRIPTION FOR LEISURE COMMUNITIES

Pennbrooke Utilities: Sewer Treatment Plant

A Parcel of land lying in Section 19, Township 19 South, Range 24 East, more particularly described as follows:

Commencing at the Southwest corner of Tract "B" as shown on a plat of "PENNBROOKE, PHASE M" recorded in the public records of Lake County Florida, in Plat Book 43 on page 27, thence, N 89° 40' 58" W, a distance of 146.53 feet to the Point of Beginning. From the Point of Beginning thus described continue, N 89° 40' 58" W, a distance of 261.95 feet; thence, N 00° 25' 16" E, a distance of 253.06 feet; thence, S 89° 40' 58" E, a distance of 261.95 feet; thence, S 00° 25' 16" W, a distance of 253.06 feet to the Point of Beginning.

All being in Lake County, Florida and containing 1.5218 Acres more or less.



This SKETCH OF DESCRIPTION is prepared to conform to the minimum technical standards set forth in Section 72.07 of the Florida Statutes, and DOES NOT CONSTITUTE A LAND BOUNDARY SURVEY.

Richard W. Snyder
 RICHARD W. SNYDER
 Florida Reg. Land Surveyor
 License No. 2628

File name: F:\SUR\PENNBROOK\UTILWKST

REVISION,	SURVEY DATE: NA	PREPARED BY: SNYDER SURVEYING, INC.		SCALE: 1"=100'
	MAP DATE: DECEMBER 27, 2002	LOCATED AT 18485A SF 13811 AVE WEIRSDALE, FLA. 32195 (352) 821-0465	MAILING ADDRESS P.O. BOX 249 WEIRSDALE, FLA. 32195 FAX (352) 821-4142	DRAWN BY: ACP
	F.B. NA PG.			PROJECT NO. 02-1224

EXHIBIT 4

PENDING LITIGATION: None

CONTRACT AND OBLIGATIONS:

1. Operator service contract with General Utilities Corporation – copy attached.
2. Any and all requirements and/or obligations under the Staff Assisted Rate Case – Docket #001382-WS.

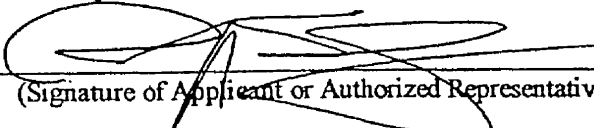
REAL ESTATE TO BE TRANSFERRED: See Attached

- Change Monitoring and Reporting Requirements²** - Describe the proposed change and submit justification for the change in accordance with Chapter 62-601, F.A.C.
- Modify Approved Pretreatment Program¹** - Describe the proposed modification and provide the information required by Rule 62-625.540, F.A.C.
- Delete Point Source Outfall¹** - Identify the outfall and explain why the outfall is being eliminated.
- Modify or Expand Approved Residuals Land Application Sites²** - Attach a new or updated Agricultural Use or Dedicated Site Plan as required by Chapter 62-640, F.A.C.
- Minor Modification to the Facility²** - Provide a description of the proposed modification. If applicable, attach any reports, plans, and specifications which have been developed to implement this modification. See attachments for WWTF reclaimed water Reuse System.
- Other²** - Provide appropriate documentation. Describe.

4. Certifications

a. Applicant or Authorized Representative

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.


 (Signature of Applicant or Authorized Representative³)

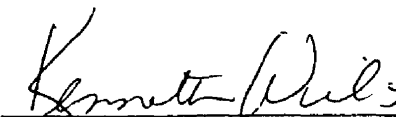
10/24/02
 (Date)

Name (please type): Robert Salzman Company Name: Pennbrooke Utilities, Inc.
 Title: Sr. Vice President Company Address: 501 State Road 44
 Phone: 352-326-5600 City/State/Zip Code: Leesburg, Fl. 34748

b. Professional Engineer Registered in Florida

I certify that the engineering features of this project have been (designed) (examined) by me and found to conform to engineering principles applicable to such projects. In my professional judgment, this facility, when properly constructed, operated, and maintained, will comply with all applicable statutes of the State of Florida and rules of the Department.

Name (please type): Kenneth R. Wicks, P.E.
 Florida Registration Number: 33274
 Company Name: Wicks Consulting Services, Inc.
 Company Address: 225 West Main Street
 City/State/Zip Code: Tavares, Fl. 32778
 Phone Number: 352-343-8667

 P.E. 33274
 (Seal, Signature, Date, and Registration Number)
10/28/02

³If signed by the authorized representative, attach a letter of authorization in accordance Rule 62-620.305, F.A.C.

PENNBROOK UTILITIES WWTF

Application for Minor Modification
for
Direct Reuse of Reclaimed Water

Introduction

Pennbrooke Utilities Inc. currently operates a WWTF with reclaimed water disposal via Rapid Infiltration Basins. The design capacity of the WWTF is 0.180 mgd ADF. The RIB's are currently rated at 0.100 mgd ADF. The current WWTF is designed to provide the level of treatment and disinfection necessary for direct reuse of the reclaimed water. This permit modification proposes to direct the reclaimed water to the golf course irrigation system at Pennbroke Fairways.

Proposed Modification to WWTF

The proposed modification involves the construction of additional valves and piping to re-route the reclaimed water from the RIB's to the golf course irrigation system as described in the Operating Protocol. The valves will be electrically operated and are equipped with electrical controls that will divert reclaimed water to the RIB's if it is unsuitable for direct reuse.

Operations Protocol

A complete Operating Protocol has been prepared for the direct reuse of the reclaimed water and is attached as part of this application.

EXHIBIT 5

PENNBROOKE UTILITIES, INC.

***OPERATING PROTOCOL
FOR
PENNBROOKE UTILITIES WASTEWATER TREATMENT
FACILITY RECLAIMED WATER REUSE SYSTEM***

Prepared For:

Pennbrooke Utilities, Inc.
501 State Road No. 44
Leesburg FL 34748
(352) 326-5600

Prepared By:

Wicks Consulting Services, Inc.
225 West Main Street
Tavares FL 32778

October 8, 2002

Wicks
10/28/02

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PAGE

Introduction	1
Treated Effluent Reuse	1
Regulatory Requirements	2
Water Quality Requirements & Monitoring	4
Operation Protocol & Procedures	6
Summary	7

APPENDIX

Equipment (Instrumentation) List

Plant Flow Diagram

W. W. W.
10/28/02

PENNBROOKE UTILITIES, INC.

WASTEWATER TREATMENT FACILITY RECLAIMED WATER REUSE SYSTEM FDEP Permit No. FLA010570-001

Introduction

Pennbrooke Utilities, Inc. operates and maintains an existing FDEP permitted 0.180 MGD Annual Average Daily Flow WWTF consisting of a 135,000 gallon flow equalization tank, two (2) existing 110,000 gallon each aeration tanks, secondary clarification by two (2) 18,000 gallon each clarifiers, effluent filtration by dual 36 square foot surface area filters with a 10,000 gallon dosing tank and a 10,000 gallon backwash tank, a dual cell 5,000 gallon chlorination tank, and aerobic digestion consisting of nine (9) 5,000 gallon each tanks.

Reclaimed water is land applied into four (4) percolation ponds with a total wetted bottom area of 3.14 acres and a currently rated capacity of 0.100 MGD. The ponds are defined as rapid-rate infiltration basins (RIBS).

Pond No. 1 is a 15,000 square foot RIB; Pond No. 2 is a 17,600 square foot RIB; Pond No. 3 is a 47,916 square foot RIB; and Pond No. 4 is a 56,628 square foot RIB, for a total wetted area square footage of 137,144.

The reclaimed water exiting the WWTF is measured and recorded by a Badger Meter, Model 2100B, Ultrasonic Flow Meter and Pratlow Chart Recorder.

Pennbrooke Utilities intends to reuse the facility's reclaimed water on the golf courses, landscape areas, and other common areas within the Pennbrooke Fairways community. The system will be operated as a Part III, slow rate land application system to irrigate public access areas. The Part III system will be regulated and operated pursuant to Chapter 62-610, F.A.C.

Treated Effluent Reuse (Chapter 62-610.463(c), F.A.C.)

Reclaimed WWTF water will be utilized to irrigate the Pennbrooke Fairways Golf Courses and adjacent roadway medians, where practical. The reclaimed water will be discharged directly from the WWTF into Stormwater Retention Area 28 located east of the WWTF. The reclaimed water will be stored in Stormwater Pond 28.

The reclaimed water which is stored in the stormwater pond will be utilized to irrigate the land areas described above except during periods of excessive rainfall events. During periods when the reclaimed water is not needed for irrigation or does not meet

Reclaimed Water Standards for direct reuse, it will be discharged to the RIBs for disposal.

The amount of water entering the four (4) RIBS is recorded on the Pratlow Chart Recorder and is transferred to the FDEP Discharge Monitoring Reports (DMRs) which are submitted to the FDEP Orlando District office monthly. On-site rainfall measurements are recorded in the WWTF Operation Log Book as well as the amount pumped by the golf course irrigation pump station on a daily basis. Summaries of the WWTF flow, rainfall and golf course pump station figures will be included in the Annual Reuse Report.

Regulatory Requirements

1. Minimum System Size

Pursuant to the Part III requirements, the minimum system size for direct reuse on public access areas is 0.100 MGD design ADF. The Pennbrooke system has a design capacity of 0.180 MGD; consequently, it meets the stated minimum requirements.

2. Waste Treatment and Disinfection

The requirements of 62-610.460 state that a minimum of secondary treatment with high level disinfection must be provided for Part III systems. In addition, the reclaimed water must not contain more than 5.0 mg/l of total suspended solids (before chlorination or disinfection). In order to assure compliance with the TSS requirement, filtration is required along with chemical feed facilities for the introduction of chemical polyelectrolytes. The chemical feed facilities may be operated in the standby mode as long as the TSS limitation is being achieved. The Pennbrooke Facility meets the requirements for filtration and high level disinfection.

3. Reliability and Staffing

A minimum of Class I reliability is required as described in Rule 62-610.300(1)© F.A.C. Class I reliability or the FDEP approved equivalent is being met by the Pennbrooke Facility.

The minimum staffing requirement is stated in 62-610.462(3). The Pennbrooke Facility is proposed to be staffed by a minimum Class C Operator or higher with a minimum of 6 hours/day, 7 days per week. A Certified Operator shall be on call during periods the plan is unattended. The reclaimed water will be diverted to the reuse system during Operator presence and also during other times that acceptable reclaimed water is produced. A continuous on-line monitoring system will be in place to determine when unacceptable reclaimed water is produced and will automatically divert the reclaimed water to the standby Rapid Infiltration Basins for disposal.

4. Monitoring and Operation Protocol

The reclaimed water limitations must be met after disinfection and before discharge to Pond 28 or prior to discharge to other part of the reuse system. The TSS requirement must be achieved before disinfection regardless of the permitted compliance monitoring location.

The treatment facility must also provide for continuous on-line monitoring turbidity (prior to disinfection) and total chlorine residual.

The Pennbrooke Facility is designed to provide the required continuous on-line monitoring of Turbidity levels and chlorine residual. These instruments and equipment are listed later in this Report.

5. Storage Requirements

A storage system for reclaimed water is not required where another permitted effluent disposal system is available to insure continuous operation. The Pennbrooke Facility will operate the existing percolation ponds (RIB's) as the permitted alternate disposal system to meet the above requirement. The ponds will receive flow when the direct reuse requirements are not met.

An automated system will be used to divert the unacceptable reclaimed water for the reuse system to the Ponds. This equipment is listed later in the Report and the Operations Protocol is also discussed.

6. Access Control and Advisory Signs

No access control is required for the public access reuse areas. The public will be notified of the use of reclaimed water. Posting of signs at appropriate locations will be accomplished. All required signage will be posted prior to reclaimed water being applied to the direct reuse areas.

The appropriate notices have been posted for the Pennbrooke reuse areas.

7. Cross Connection Control

Each reclaimed reuse system must provide a cross connection control program. The prohibitions are listed in 62-610.469 must also be observed.

A cross connection control program for the Pennbrooke Facility is discussed in the *Operations Protocol* section of this Report.

8. Setback Distances

The setback requirements as stated in 62-610.471 must be met for direct reuse systems. These include the following:

- a. 75 feet from potable water wells to the wetted application area
- b. 75 feet for a reclaimed water transmission system to a potable water well
- c. 100 feet from an indoor public eating facility where reclaimed water is used for aesthetic features (decorative pools and fountains)

All of the above setbacks are met for the Pennbrooke Reuse System.

Water Quality Requirements and Monitoring

The treated reclaimed water that is intended for reuse on areas of public access must meet specific requirements. These have been previously stated and consist of the following:

Minimum Level of Treatment

A minimum level of pre-application treatment for reuse systems must achieve at least secondary treatment. Secondary treatment is defined in Chapter 62-600.420(1)(a) as containing not more than 20 mg/l CBOD5 and 20 mg/l TSS or 90% removal of each of these constituents from the wastewater influent whichever is more stringent (as measured after disinfection). All facilities must be operated to achieve, at a minimum, the specified effluent limitation of 20 mg/l.

Disinfection

A minimum of high-level disinfection is required. The reclaimed water shall not contain more than 5.0 mg/l of suspended solids before the application of the disinfectant. This requirement exceeds the secondary treatment criteria as stated above and filtration along with a back-up system for injection of polyelectrolytes is required for TSS control. Disinfection at the Pennbrooke WWTF is accomplished via the injection of liquid sodium hypochlorite solution.

Chlorination

A Hach Model CL-17 chlorine residual analyzer is located between the chlorine contact tank and the effluent holding basins. The chlorine residual analyzer readings are continuously recorded on a chart recorder located at the WWTF. The set point for the analyzer to initiate a chlorine reject condition and diversion to reject is initiated immediately upon a low chlorine residual reading. Should the residual chlorine concentration in the WWTF effluent approach the low-level set point, the operator will check the chlorine feed equipment to verify proper operation and adjust feed rate settings if necessary. If the equipment is functioning properly, the operator will check the chlorine diffuser and investigate sources of chlorine demand.

Daily calibration is performed on the chlorine residual analyzer using the procedure listed in the Hach Model CL-17 Operation Manual. All calibrations are to be recorded in the Meter Calibration Logbook located at the WWTF. The manufacturer's troubleshooting recommendations are performed if the analyzer fails to function properly or shows an error message on the meter display.

Turbidity

A Hach Model 1720D turbidity analyzer is located after the effluent filters and ahead of the chlorine contact tank. The turbidity analyzer readings are continuously recorded on a chart recorder located at the WWTF. Should the effluent turbidity begin to approach the high level point, the Operator will check the operation of the filters and initiate a backwash, if necessary. If some filters are not in operation at the time, the operator will place an additional filter in operation to reduce the effluent turbidity. The operator will also check the quality of the effluent from the secondary clarifier and make any necessary adjustments.

The accuracy of the chlorine residual and turbidity analyzers is essential to ensure the quality of the reclaimed effluent. Both analyzers will be calibrated and maintained on a routine basis in accordance with the manufacturer's recommendations in order to maintain proper operation. In the event that the analyzers used for continuous monitoring malfunction, the Operator will divert effluent flow from the reuse system. Hourly samples will then be collected and analyzed for chlorine residual and total suspended solids (TSS) using EPA approved methods. Spare parts for the continuous reading monitors that are stored at the facility include lamp assemblies, sample cells, pump parts, spare pumps, and associated tubing and plumbing supplies.

Control sensors for low level chlorine residual, and high turbidity levels will be wired into a central monitoring panel located in the WWTF. The filtered, effluent flow will be monitored on a continuous basis by a Parshall flume and a Badger Flow Meter Model 2100B. The flow meter and a Partlow MRC-5000 Circular Chart Recorder are located upstream of the chlorine contact basins. Effluent pH will also be monitored and the operator will sample the pH daily. In addition, the Operator will sample TSS and fecal coliform four days a week. CBOD₅ and nitrate (as nitrogen) will be monitored every two weeks. The concentration of nitrate will also affect the suitability of the effluent for discharge to the RIBS.

Frequency of Sampling and Analysis

Composite sampling is required by the existing FDEP Permit for CBOD₅ and Nitrate Nitrogen. The monitoring frequency is performed for an 8-hour flow proportional composite sample collection every two (2) weeks and results reported on the monthly DMR report to FDEP.

Pennbrooke Utilities Levels of Treatment

The Pennbrooke facility is designed to provide the minimum levels of treatment including secondary with filtration and high-level disinfection. The quality of the reclaimed water discharged from the WWTF to either the RIBs or to the reuse system will be reported on the Discharge Monitoring Reports as required in the Permit for the facility.

Operating Protocol & Procedures

F.A.C. 62-610.320 requires land application systems to be operated and maintained to achieve applicable waste treatment requirements before the reclaimed water can be released to the environment. The operation of the WWTF and land application system are under the direct supervision of the facility Certified Operator. Overall responsibility for the control and activities regarding operation and performance of the WWTF and land application system are the owners or permittee. Therefore, it is imperative that the Certified Operator **and** owner/permittee participate in the operation efforts.

Criteria for Acceptability

The Certified Operator will be the hands-on person to daily observe the performance of the WWTF and land application system to achieve the acceptable parameters for reuse water quality. This will be achieved by monitoring the WWTF effluent and determining if the effluent quality is acceptable for reuse.

The parameters for effluent reuse are monitored by a Hach Model 1720D Turbidity Analyzer and a Hach Model CL-17 Chlorine Residual Analyzer located at the effluent holding tank area of the WWTF.

Set-points for Parameters

The on-line continuous monitoring equipment will need to be checked by the Certified Operator to assure the minimum levels of pre-application treatment is being achieved for the reuse water prior to release to the reuse system.

- Chlorination – a minimum of 1.0 mg/l of total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. The set-point for the chlorine residual analyzer is 1.25 mg/l to initiate a chlorine reject condition, and diversion to reject is initiated immediately upon a low chlorine residual alarm. Should the residual chlorine concentration in the effluent approach the low-level alarm set-point, the Certified Operator will check the chlorine feed equipment to verify proper operation and adjust the feed rate settings if necessary. If the equipment is functioning properly, the Operator will check the chlorine diffuser and also investigate possible sources of chlorine demand on the effluent.
- Turbidity – The set-point for the turbidity analyzer is 2.2 NTU to initiate a reject condition. Should effluent turbidity begin to approach the alarm set-point, the Certified Operator will check the operation of the filters and initiate backwashing if needed. The off-line filter will be brought on-line to assure continuity of effluent quality. The Certified Operator will also check the quality of the effluent from the secondary clarifiers and make any needed adjustments.

Auto-Dialer Monitoring System

The automatic telephone dialer monitors power failure, air blower failure, and the effluent monitoring equipment to advise of undesirable effluent quality. Should the continuous

monitoring equipment read the set-points for water quality parameters, the auto-dialer will automatically dial the Pennbrooke Security office and if no answer, switch to dial the Certified Operator's 24-hour answering service. Upon notification, the Certified Operator will then be able to come to the WWTF and evaluate the condition prompting activation of the auto-dialer.

Return to Normal Operations

The effluent discharge quality monitoring equipment is connected to the control panel operating the motor actuated valves in the reuse line valve pit. The effluent monitoring equipment set-points determine when the motor activated valves open or close, thus allowing the reuse water to be sent to the RIBs or to Pond 28. This system operates automatically with manual override capability, operating independently of the Certified Operator's presence at the WWTF.

Once a water quality set-point has been read by the monitoring equipment and the motor actuated valves have re-directed the reclaimed water to the RIBs, should the WWTF correct itself prior to the arrival of the Certified Operator and the monitoring equipment reads water quality above the set-points, the control panel will automatically adjust the motor actuated valves switching the reclaimed water from the RIBs to Pond 28. The Certified Operator, upon arrival after a call-out, will determine the actual readings of the monitoring equipment and ensure the proper valving sequence is set to achieve acceptable parameters for reuse water quality.

Summary

The FDEP requirements for Part III system that apply reclaimed water to areas of public access will be met by the Pennbrooke Facility. The procedures and methods outlined in this Operating Protocol will be followed as needed to assure compliance with the Permit requirements as well as those specified by Rule.

APPENDIX

EQUIPMENT (INSTRUMENTATION) LIST

Auto-Dialer

Disinfection: Liquid Sodium Hypochlorite
Flow Demand Chem-Tech Peristaltic Pump and
625 gallon Solution Tank

Stand By Auxiliary Power Supply: 225 amp capacity generator

Instrumentation: Continuous Turbidity Monitoring Meter
Hach Model 1720D Low Range Process Turbidity Meter

Hach Series 1720 Quick System Startup
Hach Signal output Module Instrument
Hach Power Supply Module Instrument
Hach Aqua Trend Interface Instrument
Hach Model CL17 Chlorine Analyzer
Dwyer Flowmeter (sampling)
Badger Flow Meter Model 2100B Ultrasonic Flow meter for effluent w/Parshall Flume

Partlow West Company
Partlow MRC 5000 Circular Chart Recorder

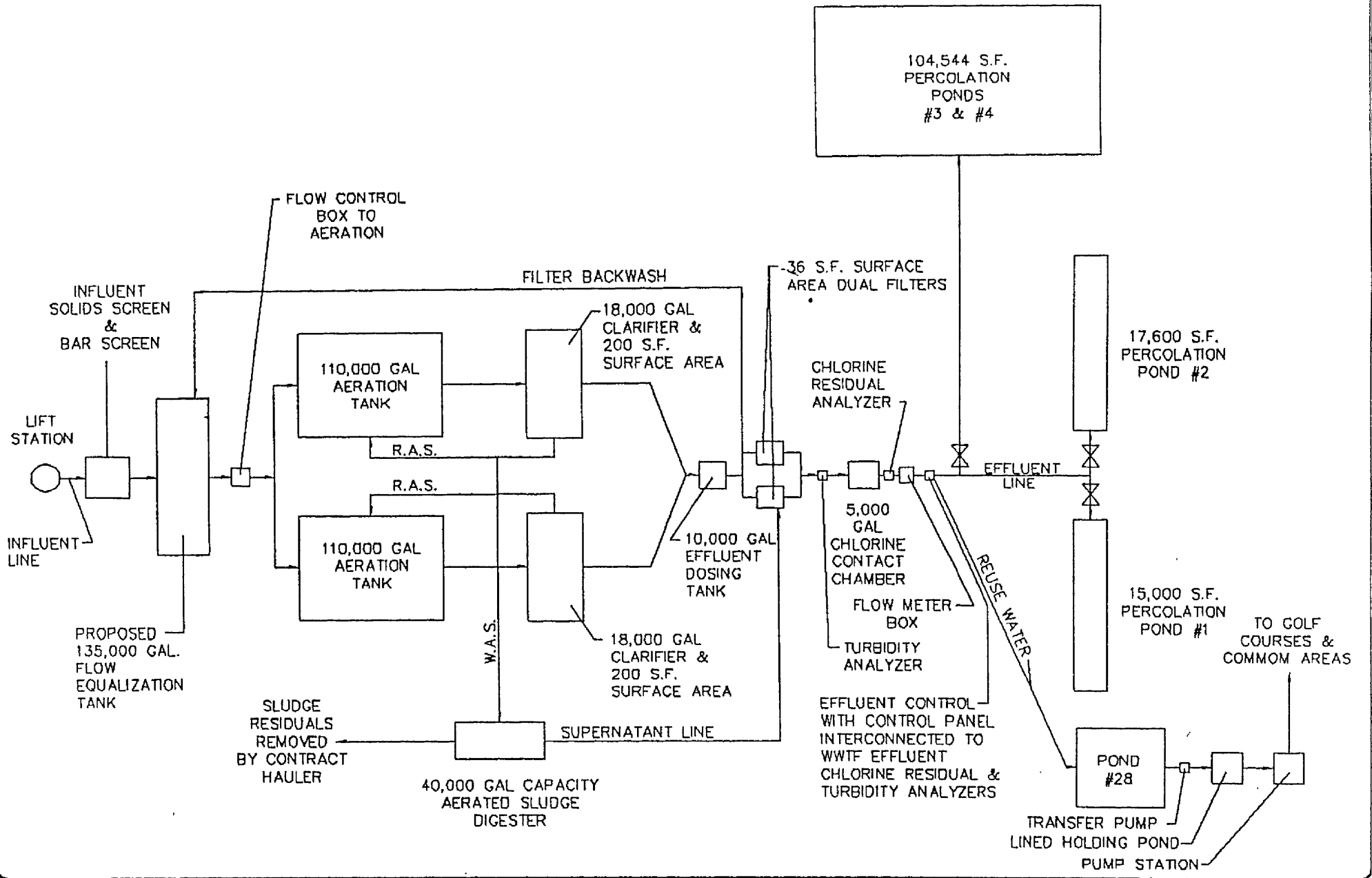
Little Giant Pump Company
Little Giant Model 4E-34NR Sample Pump

EDCO
EDCO Model HSP-121A 120 VA Power Line Protector

Hoffman Enclosures / Strut Tech / Hayward
Hoffman Enclosures
Hoffman Back Panel
Strut Tech Channel
PVC Schedule 80
Hayward Y Strainer Installation

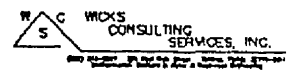
Chemical Feed (FeSO_4) for SS Control Equipment

Composite Sampler: ISCO 24-Hour, Refrigerated Programmable Sample Device



Drawn By	REVISION	DATE
Checked by		
Date: 7-9-01		
Scale: N.T.S.		
File No.: 14001-01		
Sheet: 1 of 1		

PENNBROOKE UTILITIES, INC.
DOMESTIC WWTF & REUSE SYSTEM FLOW DIAGRAM



COMPOSITE EXHIBIT "C"

(Water and Wastewater Tariff ~~in Original Application~~)

WATER TARIFF

UTILITIES, INC. OF PENNBROOKE

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

UTILITIES, INC. OF PENNBROOKE
NAME OF COMPANY

200 Weathersfield Avenue

Altamonte Springs, Florida 32714

(Address of Company)

(407) 869-1919
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

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(Continued to Sheet No. 2.1)

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 446-W

COUNTY - Lake

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-93-0194-FOF-WS	02/09/93	920588-WS	Transfer

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED

- 1) The South 1/2 of the North 1/2 of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida.
- 2) The South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, less the East 330 feet thereof.
- 3) The South 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, less the North 430 feet of the East 1650 feet thereof.
- 4) The Southwest 1/4 of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, subject to county road rights-of-way.
- 5) The North 1/2 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, less the South 1/2 of the Southwest 1/4 of the Southwest 1/4 and less the West 660 feet of the South 453.26 feet of the Southeast 1/4 of the Northwest 1/4 of said Section 19 thereof. Also less: the East 330 feet of the Northeast 1/4 of the Northeast 1/4. Also less: the West 570 feet of the East 900 feet of the South 1/2 of the said Northeast 1/4 of the Northeast 1/4 of said Section 19 and less the Southeast 1/4 of the said Northeast 1/4 of Section 19.
- 6) That part of the West 7/8 of the South 1/2 of said Section 19, lying Northwesterly of the Northwesterly right-of-way line of the S.C.L. Railroad, less: From the point of intersection of the West line of Section 19, Township 19 South, Range 24 East, Lake County, Florida, with the Northerly line of the right-of-way of the Seaboard Airline Railroad, run Southeasterly along the Northerly line of said right-of-way, 2201 feet to the Point of Beginning of this tract herein described. From said Point of Beginning, run thence North 529.13 feet, thence North 80°15' East 157.08 feet, thence North 00°20'01" East 179.66 feet to the point on the North line of the South 1/2 of said Section 19, thence Westerly along said North line of said South 1/2 of Section 19 to the West line of said South 1/2 of said Section 19, thence Southerly along said West line to the

(Continued to Sheet No. 3.1)

Lawrence Schumacher
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President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

(Continued from Original Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED*CONTINUED*

Point of Beginning. Also less: that part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 24 East, Lake County, Florida, bounded and described as follows: begin 169 feet North of the Southeast corner of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, run North $80^{\circ}38'52''$ West 200 feet, thence South $14^{\circ}33'03''$ West 203 feet the North right-of-way line of the Seaboard Airline Railroad, thence Southeasterly along said North right-of-way line to the Point of Beginning and Point of Terminus.

- 7) From the point of intersection of the West line of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, with the Northerly line of the right-of-way of the Seaboard Airline Railroad, run thence Southeasterly along the Northerly line of said right-of-way 2201 feet to the Point of Beginning of the tract herein described. From said Point of Beginning run thence South to the Northerly line of the right-of-way of State Road No. 44, thence Southeasterly along the Northerly line of the right-of-way of State Road No. 44, to the East line of the Southwest $\frac{1}{4}$ of said Section 19, thence North along the East line of the Southwest $\frac{1}{4}$ of said Section 19 to the Northerly line of the right-of-way of said railroad, thence Northwesterly along the Northerly line of the right-of-way of said railroad to the Point of Beginning. Less the right-of-way of the Seaboard Airline Railroad (containing 0.40 acres).

Lawrence Schumacher
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NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
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HELD FOR FUTURE USE

Lawrence Schumacher
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President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

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 UTILITIES, INC. OF PENNBROOKE
- 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)

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

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.

Lawrence Schumacher
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President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

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Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

(Continued from Sheet No. 6.0)

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Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

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 25-30.545, 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. 9.0)

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

(Continued from Sheet No. 8.0)

- 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. 10.0)

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

(Continued from Sheet No. 9.0)

- 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. 11.0)

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

(Continued from Sheet No. 10.0)

- 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.

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
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President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	20.1
General Service, GS	18.0
Meter Test Deposit	20.2
Miscellaneous Service Charges	20.0
Residential Service, RS	19.0
Service Availability Fees and Charges	27.0

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE - Base Facility Charge

5/8" x 3/4"	\$ 5.56
1"	\$ 13.90
1 1/2"	\$ 27.80
2"	\$ 44.48
3"	\$ 88.96
4"	\$139.00

Gallonage Charge

0 - 10,000 gallons	\$ 1.61
Over 10,000 gallons	\$ 2.01

MINIMUM CHARGE - Base Facility Charge

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

EFFECTIVE DATE -

TYPE OF FILING - Asset Transfer

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

RESIDENTIAL SERVICE
RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE - Base Facility Charge

5/8" x 3/4"	\$ 5.56
1"	\$ 13.90
1 1/2"	\$ 27.80
2"	\$ 44.48
3"	\$ 88.96
4"	\$139.00

Gallonage Charge

0 - 10,000 gallons	\$ 1.61
Over 10,000 gallons	\$ 2.01

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Asset Transfer

Lawrence Schumacher
ISSUING OFFICER

President _____
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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 -

TYPE OF FILING - Transfer of Assets

Lawrence Schumacher
ISSUING OFFICER

President _____
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$56.00</u>	<u>\$56.00</u>
All Over 5/8" x 3/4"	<u>2 x Average Bill</u>	<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 JULY each year.

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

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

EFFECTIVE DATE -

TYPE OF FILING - Asset Transfer

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

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"	\$10.00
1" and 1 1/2"	\$12.50
2"	\$15.00
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 -
TYPE OF FILING - Asset Transfer

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

INDEX OF STANDARD FORMS

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COPY OF CUSTOMER'S BILL	23.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	24.0

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
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President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

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Schedule of Fees and Charges	27.0

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WATER TARIFF

SERVICE AVAILABILITY POLICY

Service Company requires the payment of Contributions-In-Aid-Of-Construction (CIAC), by cash payments to defray the cost of meters and their installation, and through the installation of water distribution and sewage collection facilities by the Developer, with title to such facilities transferred to Service Company. The payment by Developer of such contributions to Service Company shall be a condition precedent to the rendering of service by Service Company. In the event a back flow prevention device is required, the Service Company will charge the actual cost of the device and its installation. Review of plans for the installation of utility facilities and their inspection as required by Service Company will require paying for the actual cost of those services

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE
 WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy</u> <u>Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$Actual Cost	
1"	\$Actual Cost	
1 1/2"	\$Actual Cost	
2"	\$Actual Cost	
Over 2"	\$ ¹ Actual Cost	
<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	\$ ¹	
<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>	\$ ¹ Actual Cost	
<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"	\$ 75.00	
1"	\$Actual Cost	
1 1/2"	\$Actual Cost	
2"	\$Actual Cost	
Over 2"	\$ ¹ Actual Cost	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	

¹Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING - Asset Transfer

Lawrence Schumacher
 ISSUING OFFICER

President
 TITLE

WASTEWATER TARIFF

UTILITIES, INC. OF PENNBROOKE
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

UTILITIES, INC. OF PENNBROOKE
NAME OF COMPANY

200 Weathersfield Avenue

Altamonte Springs, Florida 32714

(Address of Company)

(407) 869-1919
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

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Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 400-S

COUNTY - Lake

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-93-0194-FOF-WS	02/09/93	920588-WS	Transfer

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

DESCRIPTION OF TERRITORY SERVED

- 1) The South 1/2 of the North 1/2 of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida.
- 2) The South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, less the East 330 feet thereof.
- 3) The South 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, less the North 430 feet of the East 1650 feet thereof.
- 4) The Southwest 1/4 of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, subject to county road rights-of-way.
- 5) The North 1/2 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, less the South 1/2 of the Southwest 1/4 of the Southwest 1/4 and less the West 660 feet of the South 453.26 feet of the Southeast 1/4 of the Northwest 1/4 of said Section 19 thereof. Also less: the East 330 feet of the Northeast 1/4 of the Northeast 1/4. Also less: the West 570 feet of the East 900 feet of the South 1/2 of the said Northeast 1/4 of the Northeast 1/4 of said Section 19 and less the Southeast 1/4 of the said Northeast 1/4 of Section 19.
- 6) That part of the West 7/8 of the South 1/2 of said Section 19, lying Northwesterly of the Northwesterly right-of-way line of the S.C.L. Railroad, less: From the point of intersection of the West line of Section 19, Township 19 South, Range 24 East, Lake County, Florida, with the Northerly line of the right-of-way of the Seaboard Airline Railroad, run Southeasterly along the Northerly line of said right-of-way, 2201 feet to the Point of Beginning of this tract herein described. From said Point of Beginning, run thence North 529.13 feet, thence North 80°15' East 157.08 feet, thence North 00°20'01" East 179.66 feet to the point on the North line of the South 1/2 of said Section 19, thence Westerly along said North line of said South 1/2 of Section 19 to the West line of said South 1/2 of said Section 19, thence Southerly along said West line to the

(Continued to Sheet No. 3.1)

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED
CONTINUED

Point of Beginning. Also less: that part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 19, Township 19 South, Range 24 East, Lake County, Florida, bounded and described as follows: begin 169 feet North of the Southeast corner of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, run North $80^{\circ}38'52''$ West 200 feet, thence South $14^{\circ}33'03''$ West 203 feet the North right-of-way line of the Seaboard Airline Railroad, thence Southeasterly along said North right-of-way line to the Point of Beginning and Point of Terminus.

- 7) From the point of intersection of the West line of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, with the Northerly line of the right-of-way of the Seaboard Airline Railroad, run thence Southeasterly along the Northerly line of said right-of-way 2201 feet to the Point of Beginning of the tract herein described. From said Point of Beginning run thence South to the Northerly line of the right-of-way of State Road No. 44, thence Southeasterly along the Northerly line of the right-of-way of State Road No. 44, to the East line of the Southwest $\frac{1}{4}$ of said Section 19, thence North along the East line of the Southwest $\frac{1}{4}$ of said Section 19 to the Northerly line of the right-of-way of said railroad, thence Northwesterly along the Northerly line of the right-of-way of said railroad to the Point of Beginning. Less the right-of-way of the Seaboard Airline Railroad (containing 0.40 acres).

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
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HELD FOR FUTURE USE

Lawrence Schumacher
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President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is UTILITIES, INC. OF PENNBROOKE.
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "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 wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER 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.

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
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Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

3.0 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 wastewater 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 wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 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 wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 9.0)

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

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

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

9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

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

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

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

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

(Continued on Sheet No. 10.0)

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 12.0 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.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 11.0)

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

(Continued from Sheet No. 10.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater 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.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 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.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
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NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

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NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	17.1
General Service, GS	16.0
Miscellaneous Service Charges	18.0
Residential Service, RS	17.0
Service Availability Fees and Charges	25.0

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly

RATE - Base Facility Charge

5/8" x 3/4"	\$ 7.85
1"	\$ 19.62
1 1/2"	\$ 39.23
2"	\$ 62.77
3"	\$125.54
4"	\$196.15

Gallonage Charge

per 1,000 gallons \$ 2.35

- MINIMUM CHARGE - Base Facility Charge
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Asset Transfer

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Monthly
- RATE - Base Facility Charge

5/8" x 3/4"	\$ 7.85
1"	\$ 19.62
1 1/2"	\$ 39.23
2"	\$ 62.77
3"	\$125.54
4"	\$196.15

Gallonage Charge

per 1,000 gallons (Maximum 10,000 gallons per month)	\$ 2.35
---	---------

- MINIMUM CHARGE - N/A
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING - Asset Transfer

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$45.00</u>	<u>\$51.00</u>
All Over 5/8" x 3/4"	<u>2 x Average Bill</u>	<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 Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customers account during the month of JULY 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 Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING - Asset Transfer

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

(1) Actual cost is equal to the total cost incurred for services.

EFFECTIVE DATE -

TYPE OF FILING - Asset Transfer

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	20.0 - 20.1
COPY OF CUSTOMER'S BILL	21.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	22.0

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

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NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

HELD FOR FUTURE USE

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Service Availability Policy	24.0
Schedule of Fees and Charges	25.0

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

Service Company requires the payment of Contributions-In-Aid-Of-Construction (CIAC), by cash payments to defray the cost of meters and their installation, and through the installation of water distribution and sewage collection facilities by the Developer, with title to such facilities transferred to Service Company. The payment by Developer of such contributions to Service Company shall be a condition precedent to the rendering of service by Service C Company. In the event a back flow prevention device is required, the Service Company will charge the actual cost of the device and its installation. Review of plans for the installation of utility facilities and their inspection as required by Service Company will require paying for the actual cost of those services

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

NAME OF COMPANY: UTILITIES, INC. OF PENNBROOKE

WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u> <u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<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	\$ ¹	
<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>	\$ ¹ Actual Cost	
<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>Plan Review Charge</u>	\$ ¹ Actual Cost	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	

¹Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE -

TYPE OF FILING - Asset Transfer

Lawrence Schumacher
ISSUING OFFICER

President
TITLE

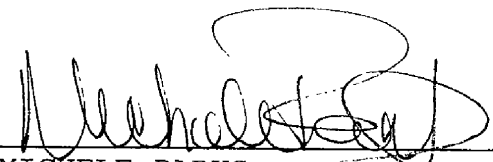
AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF SEMINOLE

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared MICHELE PARKS, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for Utilities, Inc. of Pennbrooke and that on the 7th of March, 2003, she did send by U.S. Mail a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.


MICHELE PARKS

Sworn to and subscribed before me this 7th day of March, 2003, by Michele Parks, who is personally known to me.



Martin S. Friedman
MY COMMISSION # CC928326 EXPIRES
August 16, 2004
BONDED THROUGH FAIN INSURANCE, INC.

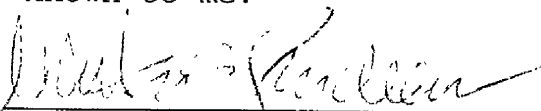

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT "D"

NOTICE OF APPLICATION FOR TRANSFER
OF WATER AND WASTEWATER CERTIFICATES

Notice is hereby given on the 7th day of March, 2003, pursuant to Section 367.071, Florida Statutes, of the application for transfer of the utility facilities of Pennbrooke Utilities, Inc., and Certificate Nos. 466-W and 400-S to Utilities, Inc. of Pennbrooke providing water and wastewater service to the following described territory in Lake County, Florida:

The South 1/2 of the North 1/2 of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida.

The South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, less the East 330 feet thereof.

The South 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, less the North 430 feet of the East 1650 feet thereof.

The Southwest 1/4 of the Southwest 1/4 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, subject to county road rights-of-way.

The North 1/2 of Section 19, Township 19 South, Range 24 East, Lake County, Florida, less the South 1/2 of the Southwest 1/4 of the Southwest 1/4 and less the West 660 feet of the South 453.26 feet of the Southeast 1/4 of the Northwest 1/4 of said Section 19 thereof. Also less: the East 330 feet of the Northeast 1/4 of the Northeast 1/4. Also less: the West 570 feet of the East 900 feet of the South 1/2 of the said Northeast 1/4 of the Northeast 1/4 of said Section 19 and less the Southeast 1/4 of the said Northeast 1/4 of Section 19.

That part of the West 7/8 of the South 1/2 of said Section 19, lying Northwesterly of the Northwesterly right-of-way line of the S.C.L. Railroad, less: From the point of intersection of the West line of Section 19, Township 19 South, Range 24 East, Lake County, Florida, with the Northerly line of the right-of-way of the Seaboard Airline Railroad, run Southeasterly along the Northerly line of said right-of-way, 2201 feet to the Point of Beginning of this tract herein described. From said Point of Beginning, run thence North 529.13 feet, thence North 80°15' East 157.08 feet, thence North 00°20'01" East 179.66 feet to the point on the North line of the South 1/2 of said Section 19, thence Westerly along said North line of said South 1/2 of Section 19 to the West line of said South 1/2 of said Section 19, thence Southerly along said West line to the Point of Beginning. Also less: that part of the North 1/2 of the Southeast 1/4 of Section 19, Township 19 South, Range

24 East, Lake County, Florida, bounded and described as follows: begin 169 feet North of the Southeast corner of the West 1/2 of the Northeast 1/4 of the Southeast 1/4, run North 80°38'52" West 200 feet, thence South 14°33'03" West 203 feet the North right-of-way line of the Seaboard Airline Railroad, thence Southeasterly along said North right-of-way line to the Point of Beginning and Point of Terminus.

From the point of intersection of the West line of Section 19, Township 19 South, Range 24 East, in Lake County, Florida, with the Northerly line of the right-of-way of the Seaboard Airline Railroad, run thence Southeasterly along the Northerly line of said right-of-way 2201 feet to the Point of Beginning of the tract herein described. From said Point of Beginning run thence South to the Northerly line of the right-of-way of State Road No. 44, thence Southeasterly along the Northerly line of the right-of-way of State Road No. 44, to the East line of the Southwest 1/4 of said Section 19, thence North along the East line of the Southwest 1/4 of said Section 19 to the Northerly line of the right-of-way of said railroad, thence Northwesterly along the Northerly line of the right-of-way of said railroad to the Point of Beginning. Less the right-of-way of the Seaboard Airline Railroad (containing 0.40 acres).

Any objections to the Application must be made in writing and filed with the Director, Division of Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with a copy to Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 600 S. North Lake Boulevard, Suite 160, Altamonte Springs, Florida 32701, within 30 days from the date of this Notice. The objection must state the grounds for the objection with particularity.

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
03/04/2003-05/02/2003

UTILITY NAME

MANAGER

LAKE COUNTY

AQUASOURCE UTILITY, INC. (WS822) % AQUASOURCE, INC. 411 SEVENTH AVENUE, MD. 14-3 PITTSBURGH, PA 15219-1919	WILLIAM V. PFROMMER (412) 393-3623
BRENDENWOOD WATER SYSTEM, INC. (WU020) P. O. BOX 350294 GRAND ISLAND, FL 32735-0294	KRISTEE MOLLERUP (407) 333-0182
CENTURY ESTATES UTILITIES, INC. (WU725) P. O. BOX 1234 APOPKA, FL 32704-1234	JOSEPH LINARTAS (352) 787-0732
CRYSTAL RIVER UTILITIES, INC (WU766) % AQUASOURCE, INC. 411 SEVENTH AVENUE, MD. 14-3 PITTSBURGH, PA 15219-1919	WILLIAM V. PFROMMER (412) 393-3623
CWS COMMUNITIES LP (WU839) 14 CORAL STREET EUSTIS, FL 32726-6710	SANDRA DANFORTH (352) 589-1190
FLORIDA WATER SERVICES CORPORATION (WS227) P. O. BOX 609520 ORLANDO, FL 32860-9520	CARLYN KOWALSKY (407) 598-4297
HARBOR HILLS UTILITIES, L.P. (WU727) 6538 LAKE GRIFFIN ROAD LADY LAKE, FL 32159-2900	K. HUEY (352) 753-7000
LAKE UTILITY COMPANY (WS619) 25201 U.S. HIGHWAY 27 LEESBURG FL 34748-9099	EARL THIELE (352) 326-4170
LAKE UTILITY SERVICES, INC. (WS641) 2335 SANDERS ROAD NORTHBROOK, IL 60062-6196	CARL WENZ (847) 495-6440
LAKE UTILITY SERVICES INC (WU553) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	DONALD RASMUSSEN (407) 869-1919

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
03/04/2003-05/02/2003

UTILITY NAME

MANAGER

LAKE COUNTY (continued)

LAKE YALE TREATMENT ASSOCIATES, INC. (WS823) 38141 MAYWOOD BAY DRIVE LEESBURG, FL 34788-8134	DANNY ELLIS (352) 250-2040
PENNSBROOKE UTILITIES, INC. (WS677) 146 HORIZON COURT LAKE LAND, FL 33813-1742	FRANK H. HAAS (863) 546-2904
PINE HARBOUR WATER UTILITIES (WU635) P. O. BOX 447 FRUITLAND PARK, FL 34731-0477	JIM C. BRANHAM (352) 787-2944
RAINTREE UTILITIES, INC. (WU663) 2100 LAKE EUSTIS DRIVE TAVARES FL 32778-2054	KEITH J. SHAMROCK (352) 343-6577
SHANGRI-LA BY THE LAKE UTILITIES, INC. (WS728) 1214 WEST ROUTE 72 LEAF RIVER IL 61047	MERTIS L. WERNER (616) 887-8888
SOUTHLAKE WATER WORKS, L.L.C. D/B/A SOUTHLAKE UTILITIES (WS638) 2215 RIVER BLVD. JACKSONVILLE, FL 32204-4662	WILLIAM J. DEAS (904) 387-9292
SUN COMMUNITIES FINANCE, LLC D/B/A WATER OAK UTILITY (WS755) 31700 MIDDLEBELT ROAD, SUITE 145 FARMINGTON HILLS, MI 48334-2321	LORI RUMER (239) 466-7062
W.B.B. UTILITIES, INC. (WU639) 4116 BAIR AVENUE FRUITLAND PARK FL 34731-5616	RICHARD E. BAIR (352) 787-4347

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
03/04/2003-05/02/2003

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

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

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

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

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

EAST CENTRAL FLORIDA PLANNING COUNCIL
1011 WYMORE ROAD, SUITE 105
WINTER PARK, FL 32789

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

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

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

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

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
03/04/2003-05/02/2003

<u>UTILITY NAME</u>	<u>MANAGER</u>
MAYOR, CITY OF LEESBURG P. O. BOX 490630 LEESBURG, FL 32749-0630	
MAYOR, CITY OF MASCOTTE P. O. BOX 56 MASCOTTE, FL 34753-0056	
MAYOR, CITY OF MINNEOLA P. O. BOX 678 MINNEOLA, FL 34755-0678	
MAYOR, CITY OF MOUNT DORA P. O. BOX 176 MOUNT DORA, FL 32756-0176	
MAYOR, CITY OF TAVARES P. O. BOX 1068 TAVARES, FL 32778-1068	
MAYOR, TOWN OF ASTATULA P. O. BOX 609 ASTATULA, FL 34705-0609	
MAYOR, TOWN OF HOWEY-IN-THE-HILLS P. O. BOX 67 HOWEY-IN-THE-HILLS, FL 34737-0067	
MAYOR, TOWN OF LADY LAKE 409 FENNELL BLVD. LADY LAKE FL 32159-3159	
MAYOR, TOWN OF MONTVERDE P. O. BOX 560008 MONTVERDE, FL 34729-0008	

LIST OF WATER AND WASTEWATER UTILITIES IN LAKE COUNTY

(VALID FOR 60 DAYS)
03/04/2003-05/02/2003

UTILITY NAME

MANAGER

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

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

LIST OF WATER AND WASTEWATER UTILITIES IN SUMTER COUNTY

(VALID FOR 60 DAYS)
03/04/2003-05/02/2003

UTILITY NAME

MANAGER

SUMTER COUNTY

CONTINENTAL UTILITY, INC. (WS606)
50 CONTINENTAL BLVD.
WILDWOOD, FL 34785-8147

BOB HUNT
(352) 748-0100

CRYSTAL RIVER UTILITIES, INC. (WS768)
% AQUASOURCE, INC.
411 SEVENTH AVENUE, MD. 14-3
PITTSBURGH, PA 15219-1919

WILLIAM V. PFROMMER
(412) 393-3623

FLORIDA WATER SERVICES CORPORATION (WS487)
P. O. BOX 609520
ORLANDO, FL 32860-9520

CARLYN KOWALSKY
(407) 598-4297

LITTLE SUMTER UTILITY COMPANY (WS762)
1100 MAIN STREET
THE VILLAGES, FL 32159-7719

H. GARY MORSE
(352) 753-2270

NORTH SUMTER UTILITY COMPANY, L.L.C. (WS845)
1100 MAIN STREET
THE VILLAGES, FL 32159-7719

GARY MORSE
(352) 753-2270

LIST OF WATER AND WASTEWATER UTILITIES IN SUMTER COUNTY

(VALID FOR 60 DAYS)
03/04/2003-05/02/2003

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, SUMTER COUNTY
SUMTER COUNTY COURTHOUSE
209 NORTH FLORIDA STREET
BUSHNELL, FL 33513-6127

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8316

MAYOR, CITY OF BUSHNELL
P. O. BOX 115
BUSHNELL, FL 33513-0115

MAYOR, CITY OF CENTER HILL
P O BOX 649
CENTER HILL, FL 33514-0649

MAYOR, CITY OF COLEMAN
WEST CENTRAL AVENUE
P. O. BOX 456
COLEMAN, FL 33521-0456

MAYOR, CITY OF WEBSTER
P. O. BOX 28
WEBSTER, FL 33597-0028

MAYOR, CITY OF WILDWOOD
100 NORTH MAIN STREET
WILDWOOD, FL 34785-4047

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

LIST OF WATER AND WASTEWATER UTILITIES IN SUMTER COUNTY

(VALID FOR 60 DAYS)
03/04/2003-05/02/2003

UTILITY NAME

MANAGER

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

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

EXHIBIT "E"

WILL BE LATE FILED EXHIBIT

(Affidavit of Notice to Customers)

EXHIBIT "F"

WILL BE LATE FILED

(Affidavit of Newspaper)