

RECEIVED-FPSC

11 NOV - 1 PM 5:00

COMMISSION  
CLERK

*10/26*

October 26, 2011

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

110302-WU

Re: Application for Approval of Transfer of Raintree Harbor water system

Dear Ms Cole:

Attached is the original and five (5) copies of the filing of Raintree Harbor Utilities, LLC's application for approval of transfer of Raintree Utilities, Inc's Raintree Harbor water system and for granting an initial certificate in Lake County, Florida. Also attached is the required filing fee of \$750.00. Raintree Utilities, Inc's Raintree Harbor water system is a Class C utility which is currently providing water service to 119 customers in Lake County, Florida. Raintree Utilities, Inc. owns 2 distinct water systems, Raintree Harbor and Bentwood, which have been grouped together in recent PSC filings. However, the seller has agreed to only sell the assets of the Raintree Harbor water system while retaining the Bentwood Water System. Raintree Harbor Utilities, LLC is a newly formed Limited Liability Corporation in the State of Florida.

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

Sincerely,

RAINTREE HARBOR UTILITIES, LLC.

*Gerard P. Connolly Jr.*  
Gerard P. Connolly Jr., P.E.

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

Initials of person who forwarded check

*[Handwritten initials]*

Enclosures

- COM \_\_\_\_\_
- APA \_\_\_\_\_
- ECR 3
- GCL 1
- RAD \_\_\_\_\_
- SRC \_\_\_\_\_
- ADM \_\_\_\_\_
- OPC \_\_\_\_\_
- CLK Grant

01:41:13 11-NOV-11

68067  
FPSC-COMM-00000000

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

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

**RAINTREE HARBOR UTILITIES, LLC's APPLICATION  
FOR APPROVAL OF TRANSFER OF RRAINTREE UTILITIES, INC.'s  
RAINTREE HARBOR WATER SYSTEM AND GRANTING AN INITIAL  
CERTIFICATE IN LAKE COUNTY, FLORIDA**

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

**25-30.037 Application for Authority to Transfer.**

- (1) This rule applies to any application for the transfer of an existing water or wastewater system, regardless of whether service is currently being provided. This rule does not apply where the transfer is of an exempt or non-jurisdictional system and will result in the system continuing to be exempt from or not subject to Commission jurisdiction. The application for transfer may result in the transfer of the seller's existing certificate, amendment of the buyer's certificate or granting an initial certificate to the buyer.**
- (2) Each application for transfer of certificate of authorization, facilities or any portion thereof, to a non-governmental entity shall include the following information**
  - (a) The complete name and address of the seller;**  
Raintree Utilities, Inc.  
c/o Fred Brown, Vice President  
P.O. Box 1840  
Eustis, FL 32726
  - (b) The complete name and address of the buyer;**  
Raintree Harbor Utilities, LLC  
P.O. Box 350065  
Grand Island, FL 32735  
(352) 602-4170  
[gpconnollyjr@gmail.com](mailto:gpconnollyjr@gmail.com)
  - (c) The nature of the buyer's business organization, i.e., corporation, partnership, limited partnership, sole proprietorship, or association;**  
Raintree Harbor Utilities, LLC is a newly formed Limited Liability Corporation in the State of Florida.

(d) **The name(s) and address(es) of all of the buyer's corporate officers, directors, partners or any other person(s) who will own an interest in the utility;**  
Gerard P. Connolly Jr. is the only member and registered agent of Raintree Harbor Utilities, LLC.

---

(e) **The date and state of incorporation or organization of the buyer;**  
Raintree Harbor Utilities, LLC was organized in the State of Florida in October, 2011. The Federal Employee Identification Number (EIN) for Raintree Harbor Utilities, LLC is 45-3651752.

---

(f) **The names and locations of any other water or wastewater utilities owned by the buyer;**  
The buyer is currently seeking Florida Public Service Commission approval for the transfer of Brendenwood Water System Inc, also in Lake County, Florida. The acquisition of the Raintree Harbor water system would be the second water system purchased and owned by the buyer.

---

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

1. **Purchase price and terms of payment;**  
The purchase price and terms are included in the asset purchase agreement, which is included in this filing as Attachment A.
  2. **A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities;**  
The assets purchased and liabilities assumed are included in the asset purchase agreement, which is included in this filing as Attachment A.
  3. **A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations;**  
There are no promised salaries, retainer fees, stock, stock options or assumption of obligations included in the asset purchase agreement, which is included in this filing as Attachment A.
- 

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

1. **Customer deposits and interest thereon;**  
Not Applicable. The seller did not collect any customer deposits.
  2. **Any guaranteed revenue contracts;**  
Not Applicable. There are no guaranteed revenue contracts.
  3. **Developer agreements;**  
Not Applicable. The Raintree Harbor development is built out and there are no developer agreements.
  4. **Customer advances;**  
Not Applicable. The seller did not require customer advances.
  5. **Debt of the utility;**  
Not applicable. The seller has no recorded debt on the water system.
  6. **Leases;**  
Not Applicable. The seller has no leases.
- 

(i) **A statement describing the financing of the purchase;**  
The water system will be acquired with cash from the buyer. No loans or other financing is required.

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

The buyer has been employed in the water and wastewater industry for the past 13 years and has managed public and private water and wastewater facilities for the past 8 years. The buyer has water and wastewater licenses and is a licensed Professional Engineer in the States of Florida and Illinois. The buyer will also utilize the services of a former customer service manager with 25 years experience in utility billing to perform the customer service and billing functions of the utility. With the knowledge and experience of the buyer in managing and operating water and wastewater systems, the buyer has the resources available to comply with evolving water quality standards while providing excellent customer service. Also, the buyer has sufficient resources, including the financial capability, to fulfill the commitments, obligations and representations of the Raintree Harbor Water System. The buyer has a separate savings account that may be used in case of emergency repairs or replacements of the Raintree Harbor water system.

Also, the seller has agreed to sell only the Raintree Harbor water system at this time and will retain ownership of the Bentwood water system. Since the Bentwood water system currently only serves one customer, there might be concern by the Florida Public Service Commission regarding the seller's continued commitment to the Bentwood water system. However, as shown in Exhibit F of this filing, the seller is committed to continuing to provide water service to the Bentwood water system.

- 
- (k) **A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility;**

The buyer is utilizing cash obtained from the sale of personal property to fund the purchase of the Raintree Harbor water system and to fulfill the commitments and obligations of the Utility.

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

Rate base for the Raintree Harbor water system had been established at \$57,852 in the most recent staff-assisted rate case Docket No. 070627-WU and approved under Order No. PSC-08-0483-PAA-WU, which was issued on July 25, 2008. Rate base is estimated to be \$51,048 as of December 31, 2010. The only additions to rate base have been the replacement of the Granular Activated Carbon filter media in 2008.

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

The buyer does not seek an acquisition adjustment and is able to operate and manage the Raintree Harbor water system under the existing FPSC approved rates.

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

Rate base was established for this Utility system in the most recent staff-assisted rate case and records of the seller are adequate for purposes of establishing current rate base.

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

The buyer has obtained federal income tax returns from the seller from the date that rate base was last established by the Commission.

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

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

- 
- (q) **Evidence that the utility owns the land upon which the utility treatment facilities are located, or a copy of an agreement which provides for the continued use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative;**

Attachment B is verification from the Lake County Property appraiser's website, which shows the property of the treatment facilities and ownership by Raintree Utilities, Inc.

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

The seller and buyer are not aware of any outstanding regulatory assessment fees, fines or refunds owed by the Utility.

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

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

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

- (3) An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:
- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
  - (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
  - (3) If any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
  - (4) the regional planning council;
  - (5) the Office of Public Counsel;
  - (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
  - (7) the appropriate regional office of the Department of Environmental Protection; and
  - (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. **THIS WILL BE A LATE-FILED EXHIBIT.**

An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. **THIS WILL BE A LATE-FILED EXHIBIT.**

Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. **THIS WILL BE A LATE-FILED EXHIBIT.**

Please see attachment E for the proposed notice to be mailed to all Raintree Harbor Water System customers, local governing bodies, to the Public Counsel and to the commission. The final notice will be a late filed exhibit.

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

A check in the amount of \$750.00 is included in this filing.

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

BY: Gerard P. Connolly Jr.  
Applicants Signature  
Gerard P. Connolly Jr.  
Applicants Name (Typed)  
Registered Agent  
Applicants Title

Subscribed and sworn to before me this 24<sup>th</sup> day in the month of October in the year of 2011 by Gerard P. Connolly Jr.

who is personally known to me      or produced identification

N/A  
Type of Identification Produced



KAAMILYA S. PEREIRA  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# DD992435  
Expires 8/27/2014

[Signature]  
Notary Public Signature  
Kaamilya S. Pereira  
Print Name of Notary Public

\* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

---

# **ATTACHMENT A**

## **ASSET PURCHASE AGREEMENT**



THIS ASSET PURCHASE AGREEMENT, dated as of the 5<sup>TH</sup> day of October, 2011, by and between RAINTREE UTILITIES, INC., with an address of 2044 E. Orange Avenue, Eustis, FL 32726 ("SELLER"), and RAINTREE HARBOR UTILITIES, LLC, a Florida Limited Liability Corporation with an address of PO Box 350065, Grand Island, FL 32735 ("BUYER"), with reference to the following RECITALS:

### RECITALS

- A. SELLER owns, maintains and operates a water production and distribution system (the "System") that provides water service to the residents of the Raintree Harbor Subdivision within Lake County, Florida (the "Service Area").
- B. SELLER desires to sell, and BUYER desires to purchase the properties and rights of SELLER owned and used in connection with its System, all upon the terms and conditions set forth herein.

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

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

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

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

#### 1.1 Assets Further Defined

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

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

## **1.2 Excluded Assets**

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

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

## **1.3 Consideration**

The total purchase price ("Purchase Price") for the assets attributable to the water system is **Sixty Thousand (\$60,000) dollars** and paid upon Closing. The date of the Closing is referred to herein as the "Closing Date". BUYER and SELLER agree that if the FPSC disapproves the Transfer of Assets for any reason, then either SELLER or BUYER can unwind and terminate this Agreement. Prior to Closing, BUYER will perform a final due diligence of all facilities and assets. The due diligence is to ensure all assets are in the same working condition, that all permits are valid, current and that there are no compliance infractions in force at the time of the date of this final completion of this Agreement.

## **1.4 Non-Assumption of Liabilities**

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

## **2. CLOSING**

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

### **2.1 Items to be delivered at Closing**

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

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

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

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

- (b) BUYER and SELLER agree that final meter readings shall be conducted within three (3) days immediately prior to Closing. These readings shall be utilized by the SELLER for the purpose of issuing final bills, and shall constitute the opening readings for BUYER. BUYER shall use these readings to begin the billing cycle for its new customers following Closing, and shall not be responsible for the collection of any amounts due SELLER for bills issued by SELLER as a result the SELLER's final meter reading.
- (c) BUYER shall pay all costs of closing including, but not limited to, recording the deed for the land and buildings on which the assets are located, intangible taxes, and any title costs, including title insurance, as required by the BUYER.
- (d) SELLER and BUYER agree that the land and building values to be transferred, as well as the values of the tangible assets, shall be at the values as shown on the SELLER'S books as of the date of closing.

## **2.2 Transfer of Utilities**

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

## **2.3 Regulatory Commission Expense and PSC Annual Report**

SELLER and BUYER agree that, SELLER will file the PSC Annual report for 2011 and pay the associated Regulatory Assessment Fee for 2011. BUYER will pay all Regulatory Assessment Fees associated with the approval of transfer associated with this sale. SELLER and BUYER agree to cooperate with each other for the filing of the 2012 PSC Annual Report. BUYER agrees to file the 2012 Annual Report and pay the associated 2012 Regulatory Assessment Fees. SELLER agrees to furnish any information needed by BUYER regarding the period the assets are owned by SELLER in 2012 to enable BUYER to file a full year 2012 Annual Report.

## **2.4 Further Assurances**

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

### **3. CONDUCT OF PARTIES PENDING CLOSING**

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

- (a) The business of SELLER shall be conducted solely in the ordinary course consistent with past practice and shall maintain and service the tangible Assets in good working order such that they will be in proper working order at Closing.**
- (b) SELLER will use its best efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.**
- (c) SELLER shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.**
- (d) SELLER will promptly advise BUYER in writing of all events between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.**
- (e) SELLER will promptly advise BUYER in writing promptly after SELLER receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to BUYER, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of SELLER.**
- (f) SELLER will conduct its business in such a manner that at the Closing the representations and warranties of SELLER contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, SELLER will use its best efforts to cause all of the conditions to this Agreement to be satisfied on or prior to the Closing Date.**
- (g) SELLER will give to BUYER free and full access to and the right to inspect all of the premises, properties, assets, records, contracts and other documents relating to its business and operations.**

### **4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

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

#### **4.1 Performance by BUYER**

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

#### **4.2 Litigation Affecting Closing**

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

#### **5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

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

##### **5.1 Satisfaction with Operational and Real Estate Title Issues**

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

##### **5.2 Closing Certificate; Performance by SELLER**

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

##### **5.3 Litigation Affecting Closing**

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

##### **5.4 Governmental Approvals**

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

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

remain with the SELLER and any and all agreements or understandings will be null and void between the SELLER and BUYER.

**5.6 Satisfaction of BUYER**

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

**6. REPRESENTATIONS AND WARRANTIES OF SELLER**

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

- (a) **Organization.** Raintree Utilities, Inc., is duly organized, validly existing and in good standing under the laws of the State of Florida.
- (b) **System Ownership.** SELLER holds the exclusive right, title, interest and power to sell the assets of the System.
- (c) **Current Operations.** SELLER has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the business of the System as it has been and is now being conducted and to own and operate the System.
- (d) **Legal Authority.** SELLER has the full power and lawful authority to transfer to BUYER the rights, title and interest in and to the System.
- (e) **Due Authorization: Valid and Binding.** SELLER has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of SELLER.
- (f) **No Approvals or Violations.** This Agreement does not require any further approvals of any other party, does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which SELLER is a party.
- (g) **Party to Decree.** SELLER is not party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the System or the Assets.
- (h) **Customer Records.** The data contained in the customer records provided to BUYER is true and accurate.

**6.2 SELLER hereby represents and warrants to BUYER as follows:**

- (a) **Undisclosed Liabilities.** There are no liabilities or obligations of SELLER, either accrued, absolute, contingent or otherwise, relating to the Assets. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect

indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility accrued, absolute, contingent or otherwise.

- (b) **No Other Parties.** No person other than SELLER owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the SELLER's Assets.
- (c) **Rights to Facilities.** SELLER has good and valid rights to occupy and to obtain access to the areas where the distribution lines and other facilities of the Assets are located.
- (d) **Compliance with Law.** SELLER is not in any material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to the conduct of its business.

6.3 SELLER hereby represents and warrants to and with BUYER as follows with respect to compliance with environmental laws:

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

## 7. **REPRESENTATIONS AND WARRANTIES OF BUYER**

7.1 BUYER hereby represents and warrants to SELLER as follows:

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

## **8. INDEMNIFICATION**

### **8.1 Indemnification of SELLER**

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

- (a) the provision of water service by BUYER for the period following Closing;
- (b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing that are not attributable to events that occurred prior to Closing;
- (c) the failure of BUYER to perform any of its covenants following Closing; and
- (d) the enforcement of this Section 8.

### **8.2 Indemnification of BUYER**

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

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

### **8.3 General**

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

## **9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

All representations, warranties and agreements made by the parties in this Agreement or in



any agreement, document, statement or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing. Notwithstanding any investigation or audit conducted before or after the Closing Date or the decision of any party to complete the Closing, each party shall be entitled to rely upon the representations, warranties and agreements set forth herein and therein.

**10. MISCELLANEOUS**

**10.1 Contents of Agreement; Parties in Interest; etc.**

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

**10.2 Binding Effect**

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

**10.3 Notices**

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

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

**If to SELLER:** Fred Brown, Vice President  
c/o Keith Shamrock  
Raintree Utilities, Inc.  
P.O. Box 1840  
Eustis, FL 32726

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

**10.5 Florida Law to Govern**

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

**10.6 No Benefit to Others**

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

**10.7 Headings, Gender, etc.**

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

**10.8 Cooperation/Further Assurances**

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

**10.9 Severability**

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

**10.10 Counterparts**

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

Agreement on the date first written.

**SELLER:**

Raintree Utilities, Inc.

By: 

Keith J. Shamrock, President

**BUYER**

Raintree Harbor Utilities, LLC.

By: 

Gerard P Connolly Jr

# **ATTACHMENT B**

## **PROPERTY VERIFICATION**

### RAINTREE UTILITIES, INC. WTP SITE



#	Alt Key	Owner	Parcel Address	Owner Address	Tools
1	3361083	RAINTREE UTILITIES INC C/O KEITH SHAMROCK		PO BOX 1840 EUSTIS, FL 32727	<a href="#">Zoom In</a>

Please wait for the map to fully load before printing. [Print page](#)

## Property Details

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

[TRIM Notice](#)

### General Information

**Alternate Key:** 3361083      **Parcel:** 33-18-26-046000C00000  
**Owner Name:** RAINTREE UTILITIES INC      **Millage:** 0002 (Unincorporated) : 15.0127  
**Owner Address:** C/O KEITH SHAMROCK  
 PO BOX 1840      **Property Location:**  
 EUSTIS, FL 32727-1840  
**Legal Description:** RAINTREE HARBOR SEC 2 TRACT C PB 32 PGS 20-21 |  
 ORB 1145 PG 1370 |

### Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	UTILITIES (9100)	0	0		1	LT	\$0.00	\$1,000.00

### Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	TANK STORAGE (TKS)	1	UT	1991	\$773.00
0002	GARAGE DETACHED (DGF)	201	SF	1991	\$1,293.00
0005	FENCING (FEN)	3696	SF	1993	\$1,774.00

### Sales History

O.R. Book / Page	Sale Date	Instrument	Q/U	Vac./Imp.	Sale Price
<a href="#">1145 / 1369</a>	1/1/1992	QC	U	V	\$0.00
<a href="#">1145 / 1370</a>	1/1/1992	WD	U	V	\$0.00

### Value

<b>Total Just Value:</b>	=	\$4,840.00
<b>Total Exempt Value:</b>	=	\$0.00
<b>Total Taxable Value:</b>	=	\$4,840.00
<b>Millage Rate:</b> <input type="text" value="0.0150127"/>	x	0.0150127
<b>Base Ad-Valorem Tax:</b>	=	\$72.65
<b>Non-Exempt School Levies:</b>	+	\$0.00
<b>Estimated Ad-Valorem Tax:</b>	=	\$72.65

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

### Truth In Millage (TRIM) Notice

Return to (please self addressed stamped envelope)

WARRANTY DEED  
INDIVID TO INDIVID

RAMCO FORM 111

Name CLAYTON H. BLANCHARD, JR.  
35 EAST PINEHURST BLVD.  
Address EUSTIS, FLORIDA 32726

This instrument Prepared by:  
CLAYTON H. BLANCHARD, JR.  
Address 35 EAST PINEHURST BLVD.  
EUSTIS, FLORIDA 32726 **92 3156**

Property Appraisers Parcel Identification (Folio) Number(s):

Grantee(s) S.S. #s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

Clayton Paper & Printing Co., Inc. 1987

REC 5.00 RECEIVED FOR  
TF 1.00 EXCISE TAXES  
DOC 60 JAMES C. WATKINS  
INT 5 CLERK LAKE CO FL BOOK 1145 PAGE 1370  
RC 2.00 W. J. A. D. C.

**This Warranty Deed** Made the 8th day of January A.D. 19 92 by  
DON MONN, TRUSTEE AND INDIVIDUALLY

hereinafter called the grantor, to  
RAINTREE UTILITIES, INC., A Florida Corporation  
whose post office address is 2101 S. Bay St. Eustis, Fla. 32726

hereinafter called the grantee:

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

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

Tract "C" of RAINTREE HARBOR PHASE II, a recorded subdivision in Section 33, Township 18 South, Range 26 East, as recorded in Plat Book 32, Pages 20 and 21, Public Records of Lake County, Florida.

SUBJECT TO TAXES FOR THE YEAR 1992 AND ALL SUBSEQUENT YEARS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, IF ANY.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1992.

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

Signed, sealed and delivered in the presence of:

Gloria White  
Signature

Gloria White  
Printed Signature

Jerry D. Fuller  
Signature

Jerry D. Fuller  
Printed Signature

Signature

Printed Signature

Signature

Printed Signature

STATE OF Florida

COUNTY OF Lake

Don Monn, as Trustee and Individually

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person:

DON MONN and that an oath (was) (was not) taken.



Witness my hand and official seal in the County and State last aforesaid this 21st day of January, A.D. 19 92.

Gloria A. White  
Notary Signature

GLORIA A. WHITE  
Printed Notary Signature

My Commission Expires on 12, 1993

The legal description herein was supplied by the parties to this instrument and the preparer of this deed does not guarantee either the accuracy of the description nor the state of title to the real property, there having been no survey or title search made.

JAN 22 11 55 AM '92

# **ATTACHMENT C**

## **SAMPLE TARIFF SHEETS**

---

WATER TARIFF

RAINTREE HARBOR UTILITIES, LLC

Winterdale Drive and Sundance Drive (physical)  
Grand Island, FL 32735

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

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title



NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

TABLE OF CONTENTS

Communities Served Listing..... 4.0

Description of Territory Served..... 3.1

Index of

    Rates and Charges Schedules..... 13.0

    Rules and Regulations..... 6.0

    Service Availability Policy..... 25.0

    Standard Forms..... 20.0

Technical Terms and Abbreviations..... 5.0

Territory Authority..... 3.0

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 539 -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-92-0019-FOF-WU	03/10/92	911039-WU	Original Certificate
PSC-00-0843-FCF-WU	04/28/00	000149-WU	Transfer Majority Control

(Continued to Sheet No. 3.1)

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Raintree Harbor Section One

In Section 33, Township 18 South, Range 26 East

That part of the following described property lying northeasterly of County Road No. 452. The West ½ of the Northwest ¼ of the Northwest ¼ and a strip of land 536 feet wide north and south across the north side of the East ½ of the Northwest ¼ of the Northwest ¼ and across the Northeast ¼ of the Northwest ¼ of Section 33, Township 18 South, Range 26 East, lying and being in Lake County, Florida.

Also, Begin 45-1/3 yards north of the Southwest corner of the Northeast ¼ of the Northwest ¼ of Section 33, Township 18 South, Range 26 East; thence west 220 yards, thence north 216 yards, thence east to Lake Yale, thence southerly along Lake Yale to point east of beginning; thence west to beginning, lying and being in Lake County, Florida. Being further described as follows:

From the Northwest corner of the Northwest ¼ of Section 33, Township 18 South, Range 26 East, Lake County, Florida, run South 89° 49'04" East, along the north line of said Northwest ¼ of Section 33 a distance of 1,264.15 feet to the Point of Beginning, said point being on the northeasterly right-of-way line of County Road No. 452; thence, continue South 89° 49'04" East, along said north line a distance of 863.19 feet to a point called Point "A" for reference; thence continue South 89° 49'04" East, along said north line a distance of 507.11 feet, more or less, to the east line of said Northwest ¼ of Section 33; thence southerly along said east line to a point on the south line of the north 536.00 feet of said Northwest ¼ of Section 33; thence North 89° 49'04" West, along said south line a distance of 405 feet, more or less, to the shore line of Lake Yale; thence run southerly along said shore line a distance of 670 feet, more or less, to the south line of the north 1,184.00 feet of said Northwest ¼ of Section 33; thence North 89° 49'04" West, along said south line a distance of 45.97 feet, more or less, to a point called Point "B" for reference, being South 09° 09'00" East, and 1,199.88 feet from aforesaid Point "A"; thence continue North 89° 49'04" West, along said south line a distance of 214.03 feet to the aforesaid northeasterly right-of-way line of County Road No. 452; thence North 35° 17'31" West, along said right-of-way line a distance of 1,453.87 feet to the Point of Beginning. Containing 14.8 acres more or less, not including that portion of Lake Yale.

(Continued to Sheet No. 3.2)

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 3.1)

DESCRIPTION OF TERRITORY SERVED

Raintree Harbor Section Two

In Section 33, Township 18 South, Range 26 East

Begin at the Northwest corner of the Northwest  $\frac{1}{4}$  of Section 33, Township 18 South, Range 26 East, Lake County, Florida, run South  $89^{\circ}49'04''$  East, along the north line of said Northwest  $\frac{1}{4}$  of Section 33 a distance of 1,141.36 feet to the southwesterly right-of-way line of County Road No. 452; thence South  $35^{\circ}17'31''$  East, along said right-of-way line a distance of 1,453.87 feet to a point on the south line of the north 1,184.00 feet of said Northwest  $\frac{1}{4}$  of Section 33; thence North  $89^{\circ}49'04''$  West, along said south line a distance of 1,322.67 feet to a point on the east line of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 33; thence South  $00^{\circ}12'15''$  East, along said east line a distance of 144.68 feet to the south line of said West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 33; thence North  $89^{\circ}39'54''$  West, along said south line of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 33 a distance of 659.65 feet to the west line of said Northwest  $\frac{1}{4}$  of Section 33; thence North  $00^{\circ}01'15''$  East, along said west line a distance of 1,326.92 feet to the Point of Beginning. Containing 44.62 acres, more or less.

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Lake	Raintree Harbor	General Service	14.0
		Residential Service	15.0

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 5.0)

- 10.0 "RATE SCHEDULE" – The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" – As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all water service required by the Customer, the readiness and ability on the part of the Company to furnish water service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" – The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" – The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" – The geographical area described, if necessary, by meets and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises.....	10.0	14.0
Adjustment of Bills.....	11.0	22.0
Adjustments of Bills for Meter Error .....	11.0	23.0
All Water Through Meter.....	11.0	21.0
Application .....	7.0	3.0
Applications by Agents.....	7.0	4.0
Change of Customer's Installation.....	9.0	11.0
Continuity of Service.....	8.0	9.0
Customer Billing.....	10.0	16.0
Delinquent Bills.....	8.0	8.0
Extensions.....	7.0	6.0
Filing of Contracts.....	12.0	25.0

(Continued to Sheet No. 6.1)

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title



NAME OF COMPANY: BRENDENWOOD UTILITIES, LLC

WATER TARIFF  
(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
General Information .....	7.0	1.0
Inspection of Customer's Installation .....	9.0	13.0
Limitation of Use .....	8.0	10.0
Meter Accuracy Requirements .....	12.0	24.0
Meters.....	11.0	20.0
Payment of Water Bills Concurrently.....	11.0	18.0
Policy Dispute .....	7.0	2.0
Protection of Company's Property.....	9.0	12.0
Refusal or Discontinuance of Service.....	7.0	5.0
Right-of-Way or Easements .....	10.0	15.0
Termination of Service.....	10.0	17.0
Type and Maintenance.....	8.0	7.0
Unauthorized Connections - Water.....	11.0	19.0

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

RULES AND REGULATIONS

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

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

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

(Continued on Sheet No. 8.0)

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 7.0)

- 7.0 TYPE AND MAINTENANCE – In accordance with Rule 25-30.545, Florida Administrative Code, the Customer’s pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer’s pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service. The Company reserves the right to discontinue or withhold water service to such apparatus or device.
- 8.0 DELINQUENT BILLS – When it has been determined that a Customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 9.0 CONTINUITY OF SERVICE – In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous water service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous water service.
- If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.
- 10.0 LIMITATION OF USE – Water service purchased from the Company shall be used by the Customer only for the purposes specified in the application for water service. Water service shall be rendered to the Customer for the Customer’s own use and the Customer shall not sell or otherwise dispose of such water service supplied by the Company.

(Continued on Sheet No. 9.0)

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 8.0)

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

11. CHANGE OF CUSTOMER'S INSTALLATION – No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.
12. PROTECTION OF COMPANY'S PROPERTY – The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.
13. INSPECTION OF CUSTOMER'S INSTALLATION – All Customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

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

(Continued on Sheet No. 10.0)

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 9.0)

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

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

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

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

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

(Continued on Sheet No. 11)

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 10.0)

18. PAYMENT OF WATER AND WASTEWATER BILLS CONCURRENTLY – In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any water service bill rendered by the Company to a Customer shall not be accepted by the Company without simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
19. UNAUTHORIZED CONNECTIONS – WATER – Any unauthorized connections to the Customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
20. METERS – All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
21. ALL WATER THROUGH METER – That portion of the Customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
22. ADJUSTMENT OF BILLS – When a Customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be refunded or billed to the Customer as the case may be pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
23. ADJUSTMENT OF BILLS FOR METER ERROR – When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.

(Continued on Sheet No. 12.0)

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

(Continued from Sheet No. 11.0)

24. METER READING ACCURACY REQUIREMENTS – All meters used by the Company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
  
25. FILING OF CONTRACTS – Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title



NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

GENERAL SERVICE  
RATE SCHEDULE (GS)

AVAILABILITY: Available throughout the area served by the Company.

APPLICABILITY: For water service to all customers for which no other schedule applies.

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

BILLING PERIOD: Monthly

<u>RATE:</u>	<u>Meter Size:</u>	<u>Base Facility Charge:</u>
	5/8" x 3/4"	\$ 13.47
	3/4"	\$ 20.22
	1"	\$ 33.69
	1-1/2"	\$ 67.38
	2"	\$107.81
	3"	\$215.61
	4"	\$336.89
	6"	\$673.79

<u>Gallonage Charge</u>	
Per 1,000 Gallons	\$ 1.78

MINIMUM BILL: The applicable base facility charge per month.

TERMS OF PAYMENT: Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE: TBD

TYPE OF FILING: Original Certificate

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

RESIDENTIAL SERVICE  
RATE SCHEDULE (RS)

AVAILABILITY: Available throughout the area served by the Company.

APPLICABILITY: For water service to all customers for which no other schedule applies.

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

BILLING PERIOD: Monthly

<u>RATE:</u>	<u>Meter Size:</u>	<u>Base Facility Charge:</u>
	5/8" x 3/4"	\$ 13.47
	3/4"	\$ 20.22
	1"	\$ 33.69
	1-1/2"	\$ 67.38
	2"	\$107.81
	3"	\$215.61
	4"	\$336.89
	6"	\$673.79
	<u>Gallonage Charge</u>	
	(0 – 8,000 gallons)	\$ 1.56
	(Over 8,000 gallons)	\$ 1.95

MINIMUM BILL: The applicable base facility charge per month.

TERMS OF PAYMENT: Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days' written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

EFFECTIVE DATE: TBD

TYPE OF FILING: Original Certificate

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

CUSTOMER DEPOSITS

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

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

<u>Meter Size</u>	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	N/A	N/A
1"	N/A	N/A
1 – 1/2"	N/A	N/A
Over 2"	N/A	N/A

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

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

REFUND OF DEPOSIT – After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer’s deposit provided the Customer has met the requirements of Rule 25-30.11(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer’s deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

METER TEST DEPOSIT

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

<u>METER SIZE</u>	<u>Fee</u>
5/8" x 3/4"	\$20.00
1" and 1 - 1/2"	\$25.00
2" and over	Actual Cost

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

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

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

MISCELLENEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$15.00
Normal Connection Fee	\$15.00
Violation Reconnection Fee	\$15.00
Premises Visit Fee (in lieu of disconnection)	\$10.00
Late Payment Fee	\$ 3.00

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Back-Flow Preventor Installation Fee</u>	
5/8" .....	Actual Cost
1" .....	Actual Cost
1" .....	Actual Cost
2" .....	Actual Cost
Over 2" .....	Actual Cost
<u>Customer Connection (Tap-In) Charge</u>	
5/8 x 3/4" metered service.....	Actual Cost
1" metered service.....	Actual Cost
1 - 1/2" metered service.....	Actual Cost
2" metered service.....	Actual Cost
Over 2" metered service.....	Actual Cost
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/Month (250 GPD).....	N/A
All others-per gallon/month.....	N/A
Without Prepayment of Service Availability Charges:	
Residential-per ERC/Month (250 GPD).....	N/A
All others-per gallon/month.....	N/A
<u>Inspection Fee</u> .....	Actual Cost
<u>Main Extension Charge</u>	
Residential-per ERC (250 GPD).....	Actual Cost/ERC
All others-per gallon.....	Actual Cost/Gallon
Or	
Residential-per lot ( __ foot frontage).....	Actual Cost/Foot Frontage
All others-per lot front foot.....	Actual Cost/Foot Frontage
<u>Meter Installation Fee</u>	
5/8" x 3/4" .....	\$193.00
1" .....	Actual Cost
1 - 1/2" .....	Actual Cost
2" .....	Actual Cost
<u>Plan Review Charge</u> .....	Actual Cost
<u>Plant Capacity Charge</u>	
Residential-per ERC (250 GPD).....	
All others-per gallon.....	
System Capacity Charge	
Residential-per ERC (250 GPD).....	\$250.00
All others-per gallon.....	

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

INDEX OF STANDARD FORMS

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

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

N/A

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title



NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

APPLICATION FOR WATER SERVICE

Name \_\_\_\_\_ Telephone Number (\_\_\_\_) \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date Service Should Begin: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

APPLICATION FOR METER INSTALLATION

N/A

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

COPY OF CUSTOMER'S BILL

TO BE SUPPLIED AT A LATER DATE

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

INDEX OF SERVICE AVAILABILITY

<u>Description</u>	<u>Sheet Number</u>
Schedule of Fees and Charges .....	Go to Sheet No. 19.0
Service Availability Policy .....	26.0

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

NAME OF COMPANY: RAINTREE HARBOR UTILITIES, LLC

WATER TARIFF

SERVICE AVAILABILITY POLICY

- 1.0 GENERAL POLICY – Raintree Harbor Utilities, Inc., a Florida Limited Liability Corporation, hereinafter referred to as “Utility”, is implementing this Service Availability Policy, hereinafter referred to as “Policy”, in order that a portion of the cost of new and existing water utility facilities will be recovered from all applicable parties.
- 2.0 AVAILABILITY – The provisions of the Policy are available to contributors throughout the territory subject only to matters of economic feasibility.
- 3.0 APPLICATION – Any individual or builder, (hereinafter the “Applicant”) shall request in writing the service desired from the Utility. Said application, as required by the Utility in order to implement the provisions of the Policy, shall include, but not limited to: the name, mailing address and phone number of the Applicant; the location, size, zoning and intended use of the property to be served; and the approximate date service is desired. The Utility will respond to each individual applicant within 30 days.
- 4.0 FEES – The Utility has installed plant and lines which are adequate to serve the 119 lots in the certified territory. Customers requesting connection must pay a system capacity fee of \$250.00 as a condition precedent to receiving service. This one time fee does not include the cost of installing the meter.

Gerard P Connolly  
Issuing Officer

Registered Agent  
Title

# **ATTACHMENT D**

## **CURRENT CERTIFICATE**

FLORIDA PUBLIC SERVICE COMMISSION

539-W

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

RAINTREE UTILITIES, INC.

Whose principal address is:

2100 LAKE EUSTIS DRIVE  
TAVARES, FL 32778  
(LAKE COUNTY)

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

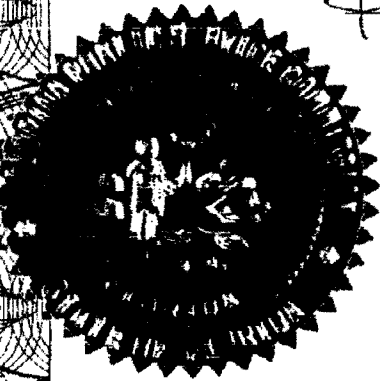
This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	PSC-92-0019-FOF-WU	DOCKET	911039-WU
ORDER	PSC-00-0843-FOF-WU	DOCKET	000149-WU
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

FLORIDA PUBLIC SERVICE COMMISSION

*Dorcas S. Fayó*

Director  
Division of Records and Reporting



# **ATTACHMENT E**

## **PROPOSED NOTICE**



**NOTICE OF APPLICATION FOR TRANSFER OF RAINTREE UTILITIES, INC's RAINTREE  
HARBOR WATER SYSTEM TO RAINTREE HARBOR UTILITIES, LLC. IN LAKE COUNTY,  
FLORIDA**

Notice is hereby given on the 28<sup>th</sup> day of October, 2011 pursuant to Section 367.071, Florida Statutes, of the Application for Approval of Transfer of Raintree Utilities, Inc.'s Raintree Harbor water system in Lake County, Florida to Raintree Harbor Utilities, LLC. Raintree Harbor Utilities, LLC does not propose to change rates pursuant to this Application. The Raintree Utilities, Inc.'s Raintree Harbor Water System provides service to the following described territory in Lake County, Florida:

**LEGAL DESCRIPTION:**

**Raintree Harbor Section One**

In Section 33, Township 18 South, Range 26 East

From the Northwest corner of the Northwest  $\frac{1}{4}$  of Section 33, Township 18 South, Range 26 East, Lake County, Florida, run South  $89^{\circ}49'04''$  East, along the north line of said Northwest  $\frac{1}{4}$  of Section 33 a distance of 1,264.15 feet to the Point of Beginning, said point being on the northeasterly right-of-way line of County Road No. 452; thence, continue South  $89^{\circ}49'04''$  East, along said north line a distance of 863.19 feet to a point called Point "A" for reference; thence continue South  $89^{\circ}49'04''$  East, along said north line a distance of 507.11 feet, more or less, to the east line of said Northwest  $\frac{1}{4}$  of Section 33; thence southerly along said east line to a point on the south line of the north 536.00 feet of said Northwest  $\frac{1}{4}$  of Section 33; thence North  $89^{\circ}49'04''$  West, along said south line a distance of 405 feet, more or less, to the shore line of Lake Yale; thence run southerly along said shore line a distance of 670 feet, more or less, to the south line of the north 1,184.00 feet of said Northwest  $\frac{1}{4}$  of Section 33; thence North  $89^{\circ}49'04''$  West, along said south line a distance of 45.97 feet, more or less, to a point called Point "B" for reference, being South  $09^{\circ}09'00''$  East, and 1,199.88 feet from aforesaid Point "A"; thence continue North  $89^{\circ}49'04''$  West, along said south line a distance of 214.03 feet to the aforesaid northeasterly right-of-way line of County Road No. 452; thence North  $35^{\circ}17'31''$  West, along said right-of-way line a distance of 1,453.87 feet to the Point of Beginning. Containing 14.8 acres more or less, not including that portion of Lake Yale.

**Raintree Harbor Section Two**

In Section 33, Township 18 South, Range 26 East

Begin at the Northwest corner of the Northwest  $\frac{1}{4}$  of Section 33, Township 18 South, Range 26 East, Lake County, Florida, run South  $89^{\circ}49'04''$  East, along the north line of said Northwest  $\frac{1}{4}$  of Section 33 a distance of 1,141.36 feet to the southwesterly right-of-way line of County Road No. 452; thence South  $35^{\circ}17'31''$  East, along said right-of-way line a distance of 1,453.87 feet to a point on the south line of the north 1,184.00 feet of said Northwest  $\frac{1}{4}$  of Section 33; thence North  $89^{\circ}49'04''$  West, along said south line a distance of 1,322.67 feet to a point on the east line of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 33; thence South  $00^{\circ}12'15''$  East, along said east line a distance of 144.68 feet to the south line of said West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 33; thence North  $89^{\circ}39'54''$  West, along said south line of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 33 a distance of 659.65 feet to the west line of said Northwest  $\frac{1}{4}$  of Section 33; thence North  $00^{\circ}01'15''$  East, along said west line a distance of 1,326.92 feet to the Point of Beginning. Containing 44.62 acres, more or less.

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

Raintree Harbor Utilities, LLC  
P.O. Box 350065  
Grand Island, FL 32735

# **ATTACHMENT F**

## **OWNER'S COMMITMENT TO BENTWOOD WATER SYSTEM**

---



*Raintree Utilities, Inc.  
P.O. Box 1840  
2044 E. Orange Avenue  
Eustis, FL 32727-1840*

*Phone (352) 357-0250  
Fax (352)357-0327  
Cell (352)461-4246*

Date: October 4, 2011  
To: Mr. Jerry Connolly  
From: Keith J. Shamrock, President, Raintree Utilities, Inc.  
Subject: Owner's Commitment to Bentwood Plant

Dear Jerry:

Thank you for making me aware that the Public Service Commission has expressed concern at splitting the Bentwood and Raintree Harbor water plants in order for you to purchase only the Raintree Harbor water plant at this time. To clarify my commitment, please consider the following:

1. I own and control all 80 vacant lots in Bentwood.
2. I am the sole owner of Raintree Utilities, Inc., who will own only the Bentwood water plant and the service area of Bentwood subdivision following the successful sale of the Raintree Harbor water plant to you.
3. I cannot sell the vacant lots in Bentwood without the ability to provide water to homes.
4. There are no city water lines to provide available water.
5. Wells cannot provide water to homes as that would violate the Developers Agreement and Lake County Statutes.
6. I have over \$430,000 invested in the Bentwood water plant, and I have \$1,980,000 invested in the Bentwood lots.
7. The ownership of the Raintree Harbor water plant has not helped my cash flow to date for Bentwood.
8. If I walked away, I would be walking away from a lot more than just one customer. I would be walking away from the possibility of selling the lots in which I have nearly a \$2 million investment.
9. I have the financial ability to retain both the water system and lots in Bentwood.

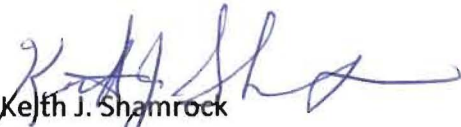
Jerry, I understand the concern of the Public Service Commission with only one lot occupied in the subdivision. But I assure you that I have no intentions walking away from the kind of investment that I have in Bentwood. If you check my history and

reputation, you will find that I have never walked away from anything, and I certainly will not start with Bentwood.

The continuing operation of Bentwood should be of no concern in selling the Raintree Harbor system. I will continue to see that the water system is maintained just as I have in the past.

I assure you, and I assure the Public Service Commission, that Bentwood will continue to operate following the sale of the Raintree Harbor system. Let me know if you need any further assurances regarding the separation of the two systems.

Sincerely,

  
Keith J. Shamrock  
President  
Raintree Utilities, Inc.