

ORIGINAL

SWAINE, HARRIS & SHEEHAN, P. A.
ATTORNEYS AT LAW

BERT J. HARRIS, III
J. MICHAEL SWAINE
J. TIMOTHY SHEEHAN
KIMBERLY L. SAPP
ROBERT S. SWAINE
SCOTT R. LECONEY

07 JUN 21 AM 7:54

425 SOUTH COMMERCE AVENUE
SEBRING, FL 33870-3702
(863) 385-1549
FAX: (863) 471-0008

401 DAL HALL BLVD.
LAKE PLACID, FL 33852-6561
(863) 465-2811
FAX: (863) 465-6999

June 15, 2007

PLEASE REPLY TO:
LAKE PLACID
SEBRING



FOR E-MAIL GO TO www.heartlandlaw.com

mike@heartlandlaw.com

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RECEIVED-FPSC
07 JUN 21 AM 9:59
COMMISSION
CLERK

070381-5U

Re: City of Sebring Purchase from Harder Hall-Howard, Inc.

Gentlemen:

I represent the City of Sebring. The City purchased a sewage system from Harder Hall-Howard, Inc. in December 2006. Enclosed are an original and five copies of the executed Application for Transfer to Governmental Authority. By copy of this letter, I am asking Mr. Howard to send you Harder Hall-Howard's original certificate, which is not in our possession.

If you have any questions, please contact me.

Sincerely yours,

J. Michael Swaine

JMS:tw

Enc.

cc: Robert H. Hoffman, City Administrator
Paul E. Howard

DOCUMENT NUMBER-DATE

04981 JUN 21 07

FPSC-COMMISSION CLERK

070381-30

APPLICATION FOR TRANSFER TO GOVERNMENTAL AUTHORITY

(Pursuant to Section 367.071(4)(a), Florida Statutes)

TO: Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the approval of the transfer of
(all or part) of the facilities operated under Water Certificate No. _____ and/or
Wastewater Certificate No. 349-S located in Highlands County, Florida,
and submits the following:

PART I APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address and telephone number of
the seller (utility):

HARDER HALL-HOWARD, INC.

Name of utility

(863) 382-8725

Phone No.

()

Fax No.

3201 Golfview Drive

Office street address

Sebring

FL

33875

City

State

Zip Code

Mailing address if different from street address

Internet address if applicable

B) The name, address and telephone number of a representative of the utility to contact concerning this application:

<u>Paul E. Howard</u>	<u>(863) 382-8725</u>	
Name	Phone No.	
<u>210 Lake Drive Blvd.</u>		
Street address		
<u>Sebring</u>	<u>FL</u>	<u>33875</u>
City	State	Zip Code

C) The full name, address and telephone number of the governmental authority:

<u>City of Sebring</u>		
Name of utility		
<u>(863) 471-5100</u>	<u>(863) 471-5142</u>	
Phone No.	Fax No.	
<u>368 South Commerce Avenue</u>		
Office street address		
<u>Sebring</u>	<u>FL</u>	<u>33870</u>
City	State	Zip Code
<u>Mailing address if different from street address</u>		
<u>www.mysebring.com</u>		
Internet address if applicable		

D) The name, address and telephone number of a representative of the governmental authority to contact concerning this application:

<u>Robert H. Hoffman, City Administrator</u>	<u>(863) 471-5100</u>	
Name	Phone No.	
<u>368 South Commerce Avenue</u>		
Street address		
<u>Sebring</u>	<u>FL</u>	<u>33870</u>
City	State	Zip Code

PART II FINANCIAL INFORMATION

- A) Exhibit A - A copy of the contract pursuant to Rules 25-30.037(4)(c) and (d), Florida Administrative Code.

 - B) Exhibit B - A statement regarding the disposition of customer deposits and the accumulated interest thereon.

 - C) Exhibit C - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

 - D) Exhibit D - A statement that the buyer (governmental authority) obtained from the utility or the Commission the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contributions-in-aid-of-construction.

 - E) Indicate the date on which the buyer proposes to take official action to acquire the utility: December 1, 2006
-

If only a portion of the utility's facilities is being transferred, a revised territory description and map of the utility's remaining territory must be provided, as discussed in PART III, below.

IF THE UTILITY'S ENTIRE FACILITIES ARE BEING TRANSFERRED, PLEASE DISREGARD PART III OF THIS APPLICATION FORM.

PART III CERTIFICATION

A) **TERRITORY DESCRIPTION**

Exhibit E - An accurate description of the utility's revised territory. If the water and wastewater territory is different, provide separate descriptions.

Note: Use the Survey of Public Lands method (township, range, section, and quarter section), if possible, or a metes and bounds description. Give the subdivision or project name. The description should **NOT** refer to land grants or plat books, but may use geographic boundaries (i.e., road right-of-ways, railroads, rivers, creeks, etc). The object is to make the description as brief, but as accurate as possible.

B) **TERRITORY MAPS**

Exhibit n/a - One copy of an official county tax assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the remaining territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater territory is different, provide separate maps.

C) **TARIFF SHEETS**

Exhibit F - The original and two copies of tariff sheet(s) revised to show correct service territory. Please refer to Rules 25-9.009 and 25-9.010, Florida Administrative Code, regarding page numbering of tariff sheets before preparing the tariff revisions. (Pages 11-12.) Sample tariff sheets are attached. (Pages 13-16.)

PART IV AFFIDAVIT

I Paul E. Howard, as President of Harder Hall-Howard, Inc. (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.

HARDER HALL-HOWARD, INC.

BY: Paul E. Howard
Applicant's Signature

Paul E. Howard
Applicant's Name (Typed)

President
Applicant's Title *

Subscribed and sworn to before me this 8th day of June, 2007 by Paul E. Howard as President of Harder Hall-Howard, Inc., who is personally known to me or produced identification TN Drivers License # 012415290.
(Type of Identification Produced)



Patricia McGinnis
Notary Public's Signature

PATRICIA MCGINNIS
Print, Type or Stamp Commissioned
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.

**AGREEMENT FOR THE SALE AND PURCHASE
OF SEWER SYSTEM**

THIS AGREEMENT is made and entered into by and between **HARDER HALL-HOWARD, INC.**, a Florida corporation (herein called "Seller") and the **CITY OF SEBRING**, a Florida municipal corporation (herein called "Purchaser").

WITNESSETH:

WHEREAS, Seller owns and operates facilities to collect and move sewage and waste water and a franchise to do so (herein collectively called the "Sewer System") in an unincorporated area of Highlands County, Florida, and a sewer treatment plant (herein called the "Plant"), and

WHEREAS, Seller is willing to sell the Sewer System, but not the Plant, to Purchaser on the terms and conditions set forth herein, and

WHEREAS, Purchaser is desirous of purchasing the Sewer System, but not the Plant, from Seller and interconnecting it into Purchaser's wastewater collection system (the "City System"), all in accordance with the terms and provisions set forth herein,

NOW THEREFORE, THE PARTIES BEING FULLY ADVISED IN THE PREMISES, and in consideration of the valuable payments and mutual covenants, representations and warranties set forth herein, contract and agree as follows:

1. **SALE AND PURCHASE OF SEWER SYSTEM.** Seller agrees to sell, transfer and convey to Purchaser and Purchaser agrees to purchase from Seller the Sewer System, including but not limited to: three (3) duplex lift stations and, if not on public right-of-way, sufficient land around them and adequate full time access to allow proper operation, maintenance and replacement; all force main piping; all gravity mains and manholes; all easements or rights of access to service and maintain the system and to connect it to the City System; and all territory, operating tariffs and the existing customers as described on Schedule "A" attached hereto.

2. **CONSIDERATION FOR SALE AND PURCHASE.** The agreed monetary consideration for the sale and purchase of the Sewer System is the Purchaser assuming the Seller's existing loan on the System (as that loan is reduced prior to closing by regular payments prior to final closing), but not to exceed \$74,000.00. In addition to the monetary consideration, Purchaser agrees and obligates itself to perform or permit the following at its expense and at no cost to Seller:

- a. Subject to acts of God and other matters beyond Purchaser's control, after final closing Purchaser shall provide uninterrupted sewer service to all existing customers of Seller, to all lots in the residential development known as Golfside at Harder Hall, to Seller's commercial property on Little Lake Jackson and Lake Huckleberry and to any and all lots which Seller may develop in the future on the Plant site, to the time share condominiums located on East Lake Drive Boulevard, and to the Inn On The Lake on Golfview Road. The initial rate to be charged to the customers by Purchaser

EXHIBIT A

for such service shall be the rate currently being charged by Seller. Seller's rate shall continue to be charged until such time as Purchaser's rate for service to like customers equals or exceeds Seller's rate. Thereafter, Purchaser's rate for service to such customers shall be the rate Purchaser charges like customers. Connection fees charged by Purchaser shall not exceed the connection fees being charged by Purchaser to like customers at the time the connection occurs.

- b. Provide sewer and waste water treatment services upon request to the Harder Hall Hotel and all related property, subject to payment of required connection fees and user fees, and continue to provide such services so long as charges for such services are paid when due.

3. **CUSTOMER DEPOSITS.** Seller does not possess any customer deposits, nor were any customer deposits received by Seller when it purchased the Sewer System and its related facilities, or thereafter.

4. **CLOSING.** If Purchaser has determined to proceed with the purchase, the transaction described in this Agreement shall be closed in escrow on June 15, 2005 and the final closing and transfer of the sewer system shall be completed within five (5) days after the Sewer System has been interconnected with the City System, but not later than November 1, 2005. Purchaser shall take possession of the Sewer System upon interconnection with the City System and Seller shall operate the Plant and the Sewer System until that time. The escrow closings shall take place at the offices of Swaine, Harris, & Sheehan, P.A., 425 South Commerce Avenue, Sebring, Florida, or at such other place mutually agreeable to the parties. At the escrow closing, Seller shall deliver to Swaine, Harris & Sheehan, P.A., in escrow, the following:

- a. Bill of Sale to convey the Sewer System and all of its constituent parts to Purchaser free and clear of all liens;
- b. Proper assignment of any and all contracts, tariffs, licenses, territory and permits together with any necessary third party consents;
- c. Proper assignment of all easements related to the Sewer System; and
- d. A Warranty Deed conveying to Purchaser marketable title to the real property upon which the lift stations are situated, with adequate space around them for maintenance, if such lift stations are not located upon public rights-of-way, together with any necessary easements or conveyances of land for access; and
- e. The title commitment subject to no objectionable exceptions; and
- f. An acceptable signed Seller's Closing Statement; and

- g. An estoppel letter from the Lender on Seller's existing debt setting forth the amount owed as of a current date.

At the escrow closing Purchaser shall deliver to Swaine, Harris & Sheehan, P.A., in escrow, the following:

- a. An Agreement to evidence the Assumption of Seller's existing loan, as set forth above; and
- b. An acceptable signed Closing Statement.

Swaine, Harris & Sheehan, P.A. shall record the deeds, easements and Assignment of Easements in the Public Records of Highlands County, Florida and deliver to Bill of Sale, Title Commitment and Assignments of other rights to Purchaser and deliver the Agreement evidencing the Assumption of the existing loan to Seller at the time of the final closing.

Should the sewer line not be interconnected by the date for final closing, or as extended by the parties, the escrow agent shall return the documents to the entities who placed them in escrow.

5. **TERMINATION.** This Agreement may be terminated by Purchaser upon the occurrence of any of the following:

- a. City Council holds a public hearing on the purchase pursuant to Florida Statutes 180.301, and determines that the sale and purchase is not in the public interest.
- b. Adequate legal descriptions and good title to any real property to be conveyed in conjunction with the lift stations are not obtained, or if the existence, location, size and/or availability of the easements or conveyances required to operate and maintain the Sewer System are not satisfactory to Purchaser.
- c. Seller violates any covenant, term or condition of this Agreement prior to closing.
- d. Purchaser determines within 90 days from the date of the last signature to this contract that the Sewer System cannot be economically interconnected with Purchaser's existing collection treatment system.

6. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby represents and warrants the following to and for the benefit of the Purchaser:

- a. Litigation. There are no actions, suits or proceedings pending against Seller, with respect to the Sewer System or, to Seller's best knowledge, threatened against or

affecting Seller or the Sewer System before any court or administrative body or agency having jurisdiction over Seller or the Sewer System.

- b. Title to Assets. Seller has good and marketable title to the Sewer System, free and clear of any liens and claims.
- c. Permits. To the best of Seller's knowledge, the items listed on Schedule "B" attached hereto comprise all of the governmental permits, franchises and licenses required to carry on the operation of the Sewer System. True and correct copies of such permits, franchises and licenses have been delivered to the Purchaser and Seller will use its best efforts to transfer the permits, franchises and licenses concerning the Sewer System to the Purchaser at closing.
- d. Environmental Matters. There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation or proceeding pending or, to the best knowledge of Seller, threatened against Seller, or either of them, or relating in any way to applicable environmental, health and safety laws or regulations.
- e. Compliance with Laws and Regulations. To Seller's best knowledge, Seller has not violated or failed to comply with any applicable statute, law, ordinance or regulation of any governmental agency and Seller has not received any notice asserting that such violation or failure of compliance has occurred.
- f. Representations True at Closing. All representations and warranties set forth in this Agreement shall be true and correct as of the closing date just as if such representations and warranties were made as of and at that date.

7. **REPRESENTATIONS AND WARRANTIES OF PURCHASER.**

- a. Litigation. There are no actions, suits, or proceedings pending against the Purchaser or, to the Purchaser's best knowledge, threatened against or affecting the Purchaser before any court or administrative body or agency having jurisdiction over the Purchaser, which might materially adversely affect the ability of the Purchaser to perform its obligations under this Agreement.
- b. Representations True at Closing. All representations and warranties set forth in this Agreement shall be true and correct as of the closing date just as if such representation and warranties were made as of and at that date.

8. **CONDITION OF SEWER SYSTEM.** The Sewer System is to be transferred or conveyed by Seller to Purchaser "as is" and Seller makes no representation or warranty whatsoever concerning the condition of the Sewer System.

9. **COVENANTS OF SELLER.** Seller covenants and agrees that, between the time of execution of this Agreement and the closing, Seller shall operate the Sewer System diligently in the same manner as heretofore and will not make or institute any changes in its method of management or operation unless required by the Florida Department of Environmental Protection and Seller shall not:

- a. Sell, transfer, lease or otherwise dispose of any asset relating to the Sewer System;
- b. Collect any prepayment for sewer services to be provided by Purchaser after closing;
- c. Waive or permit the loss of any substantial right relating to the Sewer System; or
- d. Collect any fee from the Harder Hall Hotel property, any commercial or industrial user, or any multi-family residential user fee for connection to the Sewer System without Purchaser's consent, which consent will not be unreasonably withheld, and provided that any such connection fee so collected will be applied in reduction of the loan and/or delivered to Purchaser at closing.

10. **TITLE TO REAL PROPERTY.** Seller will, at Seller's expense, obtain and deliver to the City within 40 days of full execution of this agreement, a title insurance commitment in the amount of \$20,000.00 on the real property being conveyed by Seller to the City insuring good and marketable title thereto with all standard exceptions deleted.

11. **NOTICES.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed given when delivered in person or mailed by certified or registered mail, postage prepaid, return receipt requested and addressed as follows:

Seller:

Paul E. Howard, President
Harder Hall-Howard, Inc.
3600 Golfview Drive
Sebring, Florida 33872

Purchaser:

City of Sebring
Attention: Robert H. Hoffman, Administrator
368 South Commerce Avenue
Sebring, Florida 33870

copy to:

J. Michael Swaine
City Attorney
Swaine, Harris & Sheehan, P.A.
425 South Commerce Avenue
Sebring, FL 33870

12. **ENVIRONMENTAL COMPLIANCE SURVEY.** The City may obtain, at the City's expense, an environmental compliance survey of the real property being conveyed by Seller to the City, within 90 days from full execution of this agreement. Any negative report shall be grounds for termination of this contract.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

14. **ATTORNEY'S FEES.** Should either party institute an action or proceeding in court to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party, a reasonable attorney's fee and costs (including, without limitation, paralegal costs) for such services rendered to the prevailing party in such action or proceeding.

15. **SURVIVAL OF CLOSING.** Paragraphs 3, 5, 6, 7, 8, 9, 13, 14, 16, 17, 18 and 19 shall survive closing and shall remain enforceable.

16. **CAPTIONS.** The captions and headings used in this Agreement are for convenience only and do not affect, limit or amplify the terms and provisions hereof.

17. **INVALID PROVISIONS.** If any provision is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

18. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire agreement between the parties. No representations, inducements, promises or agreement, oral or otherwise, which are not embodied herein shall be of any force or effect.

19. **MULTIPLE ORIGINALS.** This Agreement is executed in multiple copies, each of which shall be deemed an original.

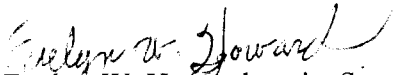
EXECUTED by Seller this 18th day of March, 2005.

HARDER HALL-HOWARD, INC., a Florida corporation

By: Paul E. Howard
Paul E. Howard, as its President

ATTEST:

By: Evelyn W. Howard


Evelyn W. Howard, as its Secretary

[corporate seal]


EXECUTED by Purchaser this 5th day of April, 2005.

CITY OF SEBRING, a Florida municipal corporation

By: 

John Griffin, City Council President

ATTEST:

By: 
Kathy Haley, City Clerk

[corporate seal]

H:\TerraFirma\CITY-AGREEMENT-HARDER-SEWER.WPD

Schedule

Legal Description

A portion of Tract "G", HARDER HALL COUNTRY CLUB II, according to the plat thereof as recorded in Plat Book 13, page 46, of the Public Records of Highlands County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract "G"; thence South 00°21'07" East, along the East right-of-way line of Medina Way, a distance of 150.84 feet to the Point of Beginning; thence North 89°04'51" East, a distance of 50.00 feet; thence South 00°21'07" East, a distance of 50.00 feet; thence South 89°04'51" West, a distance of 50.00 feet to a point lying on the East right-of-way line of Medina Way; thence North 00°21'07" West, along said right-of-way line, a distance of 50.00 feet to the Point of Beginning

and

Together with a 15 foot utility easement described as:

A portion of Tract "G", HARDER HALL COUNTRY CLUB II, according to the plat thereof as recorded in Plat Book 13, page 46, of the Public Records of Highlands County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract "G"; thence North 89°38'53" East, along the North line of Tract "G", a distance of 110.65 feet to the Point of Beginning; thence continue North 89°38'53" East, along said line, a distance of 15.00 feet to the Northeast corner of Tract "G"; thence South 00°21'07" East, along the East line of said Tract "G", a distance of 199.60 feet; thence South 89°04'51" West, a distance of 75.65 feet; thence North 00°21'07" West, a distance of 15.00 feet; thence North 89°04'51" East, a distance of 60.65 feet; thence North 00°21'07" West, a distance of 184.74 feet to the Point of Beginning.

Exhibit B

There are no customer deposits.

Exhibit C

There are no outstanding regulatory assessment fees or fines. Should any refunds be owed, they will go to Harder Hall-Howard, Inc.

Exhibit D

The City of Sebring obtained from Harder Hall-Howard, Inc. the utility's most recent available income and expense statement, balance sheet and statement of rate base for regulatory purposes and contribution-in-aid-of-construction.

Exhibit E

ORDER NO. 24713
DOCKET NO. 910149-SU
Page 6

ATTACHMENT A

Territory Description

The following described lands located in portions of Sections 1 and 12, Township 35S, Range 28E, Highlands County, Florida:

Section 1

The Southeast 1/4 and the East 1/2 of the Northeast 1/4, less and except that portion lying in Little Lake Jackson.

ALSO

The East 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4, all in said Section 1.

Section 12

The North 1/2 of the Northeast 1/4 of said Section, less and except that portion lying in Huckleberry Lake.

ALL in Township 35 South, Range 28 East, Highlands County, Florida.

THIS DOCUMENT PREPARED BY:
Clifford M. Ables, III
Attorney at Law
551 South Commerce Avenue
Sebring, Florida 33870-3869

ASSIGNMENT OF WASTEWATER TARIFF

KNOW ALL MEN BY THESE PRESENTS, that **Harder Hall-Howard, Inc., a Florida corporation**, whose post office address is 3600 Golfview Drive, Sebring, FL 33872, ("**Assignor**"), in consideration of the sum of **TEN AND NO/DOLLARS (\$10.00)** and other good and valuable consideration, lawful money of the United States, in hand paid by **City of Sebring, a Florida municipal corporation**, whose post office address is 368 South Commerce Avenue, Sebring, FL 33870., ("**Assignee**"), at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the **Assignee** that certain Wastewater Tariff, which was filed with the Florida Public Service Commission, having an effective date of July 5, 1991, under Authority Number WS-91-0049, Docket Number 910149-SU, and Order Number 24713, the a copy of which is attached hereto and made a part hereof by this reference, to have and to hold the same unto the **Assignee** and assigns forever.

IN WITNESS WHEREOF, the said Assignor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, on this the 30 day of November, 2006.

Signed, sealed and delivered in our presence:

Harder Hall-Howard, Inc., a Florida corporation

Clifford M. Ables, III
Print Name Clifford M. Ables, III

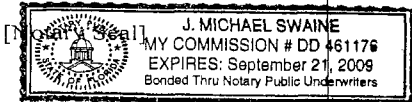
Paul E. Howard
Paul Howard, President

J. Michael Swaine
Print Name J. Michael Swaine

[Corporate Seal]

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this 30th day of November, 2006 by Paul Howard, President of Harder Hall-Howard, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a driver's license as identification.



J. Michael Swaine
Notary Public
Printed Name: _____
My Commission Expires: _____

ACCEPTANCE OF ASSIGNMENT OF WASTEWATER TARIFF

KNOW ALL MEN BY THESE PRESENTS, that the **City of Sebring, a Florida municipal corporation**, the herein above-named **Assignee**, accepts all of **Assignor's** interest in the above-described Wastewater Tariff and agrees to fulfill all of the covenants, responsibilities and obligations as set forth therein.

IN WITNESS WHEREOF, the said Assignee has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, on this the 15th day of December, 2006.

Signed, sealed and delivered in our presence:

City of Sebring, a Florida municipal corporation

Kathy Haley
Print Name Kathy Haley

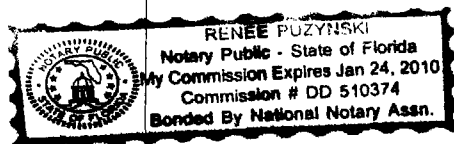
By: George Hensley, Jr.
George Hensley, Jr., Mayor

Renee Puzyński
Print Name Renee Puzyński

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this 15th day of December, 2006 by George Hensley, Jr., as the Mayor of the City of Sebring, a Florida municipal corporation. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]



Renee Puzyński
Notary Public
Printed Name: Renee Puzyński
My Commission Expires: Jan 24, 2010

WASTEWATER TARIFF

Harder Hall - Howard, Inc.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

EXHIBIT "K"

WASTEWATER TARIFF

Harder Hall - Howard, Inc.

NAME OF COMPANY

3600 Golfview Road

Sebring, FL 33872

(ADDRESS OF COMPANY)

(813)382-1287

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Paul E. Howard

ISSUING OFFICER

President

TITLE

NAME OF COMPANY Harder Hall - Howard, Inc.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Section 1

The Southeast 1/4 and the East 1/2 of the Northeast 1/4, less and except that portion lying in Little Lake Jackson.

ALSO

The East 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4, all in said Section 1.

Section 12

The North 1/2 of the Northeast 1/4 of said Section, less and except that portion lying in Huckleberry Lake.

ALL in Township 35 South, Range 28 East, Highlands County, Florida.

Paul E. Howard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Harder Hall - Howard, Inc.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Quarterly
- RATE - \$10.00 per month per Equivalent Residential Connection*
(* An Equivalent Residential Connection is 250 gallons of sewage per day or less)

BASE FACILITY CHARGE - 0

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 - July 5, 1991

TYPE OF FILING - Certificate transfer

Paul E. Howard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Harder Hall - Howard, Inc.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

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

BILLING PERIOD - Quarterly

RATE - \$10.00 per residence per month

BASE FACILITY CHARGE - 0

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

EFFECTIVE DATE - July 5, 1991

TYPE OF FILING - Certificate transfer

Paul E. Howard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Harder Hall - Howard, Inc.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all master-metered residential customers including, but not limited to, Condominiums, Apartments, and Mobile Home Parks.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Quarterly
- RATE - \$10.00 per residence per month

BASE FACILITY CHARGE - 0

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

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WASTEWATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

- (A) The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
- (B) The applicant pays a cash deposit.
- (C) The applicant for service furnishes an irrevocable letter of credit from a bank or a surety bond.

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>NA</u>	<u>NA</u>
1"	<u>NA</u>	<u>NA</u>
1 1/2"	<u>NA</u>	<u>NA</u>
Over 2"	<u>NA</u>	<u>NA</u>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided. The company shall provide the customer with reasonable written notice of not less than 30 days where such request or notice is separate and apart from any bill for service. The total amount of the required deposit shall not exceed an amount equal to the average actual charge for wastewater service for two monthly billing periods for the 12-month period immediately prior to the date of notice. In the event the customer has had service less than 12 months, the Company shall base its new or additional deposit upon the average actual monthly billing available.

(Continued to Sheet No. 20.1)

Paul E. Howard
ISSUING OFFICER

President
TITLE

NAME OF COMPANY Harder Hall - Howard, Inc.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGE

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

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

NORMAL RECONNECTION - This charge would 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 would 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 would be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost [1]</u>
Premises Visit (in lieu of disconnection)	\$ <u>10.00</u>

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

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NAME OF COMPANY Harder Hall - Howard, Inc.

WASTEWATER TARIFF

SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

REFER TO SERVICE
AVAIL. POLICY
SHEET NO./RULE NO.

<u>DESCRIPTION</u>	<u>AMOUNT</u>	
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$ None	
1" metered service	\$ "	
1 1/2" metered service	\$ "	
2" metered service	\$ "	
Over 2" metered service	Actual Cost [1]	
<u>Guaranteed Revenue Charge</u>		
<u>With Prepayment of Service Availability Charges:</u>		
Residential-per ERC/month (____)GPD.....	\$ None	
All others-per gallon/month.....	\$ "	
<u>Without Prepayment of Service Availability Charges:</u>		
Residential-per ERC/month (____)GPD.....	\$ "	
All others-per gallon/month.....	\$ "	
Inspection Fee	Actual Cost [1]	
<u>Main Extension Charge</u>		
Residential-per ERC (____ GPD).....	\$ None	
All others-per gallon	\$ "	
or		
Residential-per lot (____ foot frontage).....	\$ "	
All others-per front foot	\$ "	
Plan Review Charge	Actual Cost [1]	
<u>Plant Capacity Charge</u>		
Residential-per ERC (____ GPD).....	\$ None	
All others-per gallon	\$ "	
<u>System Capacity Charge</u>		
Residential-per ERC (2 ³⁰ GPD).....	\$ 650.00	
All others-per gallon	\$	

[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.

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