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December 27, 2007

Ms. Ann Cole, Director
Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center
Room 110
Tallahassee, FL 32399-0850

HAND DELIVERED

RECEIVED-FPSC
09 DEC 27 PM 12:29
COMMISSION CLERK
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070746-50

Re: Joint Application of Hudson Utilities, Inc. and Ni Florida, LLC for Approval of Transfer of Hudson Utilities, Inc.'s Wastewater System

Dear Ms. Cole:

Enclosed for filing on behalf of Hudson Utilities, Inc. ("Hudson") and Ni Florida, LLC ("Ni Florida") are the following documents:

1. Original and five copies of the completed Application and attached exhibits;
2. Original and two copies of the proposed tariff sheets; and
3. The filing fee in the amount of \$2,250.00.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Sincerely,



Kenneth A. Hoffman

CMP _____
COM _____
CTR _____
 ECR _____
GCL 1
OPC 1
RCA _____
SCR _____
SGA KAH/rl
SEC Enclosures
OTH CLC

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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application of Hudson Utilities, Inc.)
and Ni Florida, LLC for Approval of Transfer)
of Hudson Utilities, Inc.'s Wastewater System.)
_____)

Docket No. 070740-50

Filed: December 27, 2007

**JOINT APPLICATION OF HUDSON UTILITIES, INC.
AND NI FLORIDA, LLC FOR APPROVAL
OF TRANSFER OF HUDSON UTILITIES,
INC.'S WASTEWATER SYSTEM**

Hudson Utilities, Inc. ("Hudson") and Ni Florida, LLC ("Ni Florida"), by and through their undersigned counsel, and pursuant to Sections 367.045(2) and 367.071, Florida Statutes, and Rules 25-30.036(3) and 25-30.037, Florida Administrative Code, hereby file this Application for approval of the transfer of Hudson's wastewater system to Ni Florida. In support of this Application, the Joint Applicants state as follows:

I. APPLICANT INFORMATION

1. The name and address of the Seller, Hudson, for purposes of this Application, and as it appears on Hudson's Commission-issued wastewater certificate, are:

Hudson Utilities, Inc.
14334 Old Dixie Highway
Hudson, Florida 34667
(727) 863-0205 (Telephone)
(727) 863-5913 (Telecopier)

2. The name and address of the Buyer, Ni Florida, for purposes of this Application, are:

Ni Florida, LLC
10913 Metronome
Houston, Texas 77043
(713) 574-5952 (Telephone)
(713) 647-0277 (Telecopier)

DOCUMENT NUMBER-DATE

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3. The name and address of the Buyer's and Seller's authorized representatives are:

Kenneth A. Hoffman, Esq.
Marsha E. Rule, Esq.
Rutledge, Ecenia, Purnell & Hoffman, P.A.
P. O. Box 551
Tallahassee, Florida 32302
(850) 681-6788 (Telephone)
(850) 681-6515 (Facsimile)

4. Hudson has been issued Wastewater Certificate No. 104-S by the Florida Public Service Commission ("Commission") related to its operations in Pasco County.

5. Attached hereto is the Joint Applicants' Application for Approval of Transfer of the Hudson wastewater system in Pasco County, Florida (the "Application"). The attached Application includes all of the information required by Rules 25-30.036(3) and 25-30.037, Florida Administrative Code.

II. FINANCIAL AND TECHNICAL INFORMATION

6. Ni Florida is a Delaware limited liability company ("LLC") incorporated as an LLC on November 16, 2007. Ni Florida is authorized to conduct business in Florida as of December 3, 2007. Ni Florida is a single member LLC and the single member is Ni America Capital Management, LLC ("Ni Management"). The names and addresses of all of Ni Florida's and Ni Management's corporate officers and directors are attached hereto as **Exhibit "A"** to the Application.

7. **Exhibit "B"** to the Application is a statement indicating how this purchase is in the public interest, including a summary of Ni Florida's experience in water and wastewater utility operations; a showing of Ni Florida's financial ability to provide service; and a statement

that Ni Florida will fulfill the commitments, obligations and representations of Hudson with regard to utility matters.

8. **Composite Exhibit “C”** to the Application contains a copy of the Asset Purchase Agreement by and between Ni America Operating, LLC (“Ni America”), Hudson, and Mathew S. Griffin and Robert Bammann, concerning the purchase and sale of the Hudson wastewater system. Ni Operating is a single member LLC whose sole member is Ni Management. On December 19, 2007, Ni Operating assigned the Asset Purchase Agreement to Ni Florida pursuant to an Assignment and Assumption Agreement dated December 19, 2007, a copy of which is attached in **Composite Exhibit “C.”** Under Section 7.1 of the Agreement, the parties will close on the transaction following approval of this Application by the Commission. The Asset Purchase Agreement includes definitions of the “Assets” purchased by Ni America (Section 1.1 of Agreement), the purchase price and terms of payment (Sections 2.2 and 2.6 of Agreement), and a provision addressing assumed liabilities of Hudson (Section 2.4 of Agreement). The Agreement also addresses accrued interest on customer deposits. Such interest on customer deposits will be a liability assumed by Ni Florida and the amount of such accrued interest will be accounted for as a reduction in the purchase price. There are no guaranteed revenue contracts or customer advances at issue. All existing debt of Hudson will be paid off and retired under the Asset Purchase Agreement.

9. There are no currently outstanding regulatory assessment fees, fines or refunds owed for the Hudson system.

10. **Exhibit “D”** to the Application is a statement describing the financing of the purchase of the Hudson wastewater system.

11. **Composite Exhibit “E”** to the Application is a list of any or all entities upon which Ni Operating and Ni Florida are relying to provide funding for the sale, and an explanation of the manner and amount of such funding, including Ni Management’s financial statements and a letter from Ed Wallace, Chief Financial Officer of Ni Management, Ni Operating and Ni Florida, confirming that Ni Florida will have the necessary financial resources to own and operate the Hudson wastewater system in accordance with applicable regulatory statutes.

12. **Exhibit “F”** to the Application sets forth the proposed net book value of the Hudson wastewater system as of the date of the transfer, as well as the Commission Order and date of issuance establishing rate base.

13. **Exhibit “G”** to the Application is a statement confirming that Ni Florida is not requesting an acquisition adjustment.

14. The books and records of Hudson are available for inspection by the Commission. The name, address, and telephone number of the person who has possession of the books and records of Hudson are as follows:

Mathew Griffin
Hudson Utilities, Inc.
14334 Old Dixie Highway
Hudson, Florida 34667
(727) 863-0205 (Telephone)
(727) 863-5913 (Telecopier)

15. **Exhibit “H”** to the Application is a statement from Ni Florida confirming that it has obtained copies of the federal income tax returns of Hudson for calendar years 2005 and 2006.

16. **Exhibit “I”** to the Application is a statement from Ni Florida regarding the condition of the Hudson wastewater system and the status of its compliance with applicable standards set by the Department of Environmental Protection.

III. NOTICE OF ACTUAL APPLICATION

17. In accordance with Rule 25-30.030(2), Florida Administrative Code, the Applicants have obtained from the Commission a list of the names and addresses of the municipalities, the counties, the regional planning counsel, the Office of Public Counsel, the Commission’s Director of Commission Clerk and Administrative Services, the appropriate regional office of the Department of Environmental Protection, the appropriate water management districts, and privately-owned water and wastewater utilities that hold a certificate granted by the Commission, and that are located within the county in which the systems proposed to be transferred are located.

18. In accordance with Rule 25-30.030(5), Florida Administrative Code, the Applicants will provide notice of this Application containing the information required under Rule 25-30.030(4), Florida Administrative Code, by regular mail to the governing body of each county and municipality contained in the list obtained from the Commission as referenced above, as well as the other entities contained in the list obtained from the Commission, within 7 days of filing this Application.

19. Pursuant to Rule 25-30.030(8), Florida Administrative Code, within 15 days of filing this Application, the Applicants will submit **Late-Filed Exhibit “J”** to the Application, which will include an affidavit confirming that the Notice of Application was provided as described in Paragraph 18, along with a copy of the Notice and a copy of the list of entities obtained from the Commission.

20. In accordance with Rule 25-30.030(6), Florida Administrative Code, the Applicants will provide a notice by regular mail, to each customer of each system to be transferred within 7 days of filing this Application. Within 15 days of filing its Application, the Applicants will submit **Late-Filed Exhibit “K”** to the Application, which will include a copy of the Notice of Application provided to the customers, and an affidavit reflecting that it has provided the Notice of this Application to each customer of each system to be transferred.

21. In accordance with Rule 25-30.030(7), Florida Administrative Code, the Applicants will publish the Notice once in a newspaper of general circulation in the territory proposed to be transferred within 7 days of filing this Application. Within 15 days of filing this Application, the Applicants will submit **Late-Filed Exhibit “L”** to the Application, which will include an affidavit reflecting that the Notice has been published once in a newspaper of general circulation in each territory proposed to be transferred, along with proof of each publication.

IV. FILING FEE

22. The application fee required by Section 367.145, Florida Statutes, and Rule 25-30.020, Florida Administrative Code, has been submitted to the Commission Clerk of Administrative Services along with the filing of this Application.

V. OTHER

23. **Exhibit “M”** to the Application is a copy of the Agreement between Hudson and Pasco County dated June 5, 1990, for bulk wastewater treatment service and a copy of the Addendum to said Bulk Wastewater Treatment Agreement dated April 28, 1998.

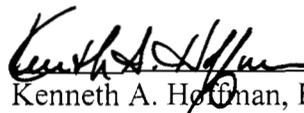
24. **Exhibit “N”** to the Application contains sample tariff sheets for each system proposed to be transferred reflecting the change in ownership, the existing rates and charges, and the territorial descriptions of each water and wastewater system.

25. **Exhibit "O"** to the Application contains the current wastewater certificate issued to Hudson, Certificate No. 104-S.

WHEREFORE, Ni Florida and Hudson request that this Commission:

- A. Grant this Application;
- B. Approve the transfer of the Hudson wastewater system to Ni Florida as described herein and in the attached Application; and
- C. Grant such other relief as is appropriate.

Respectfully submitted this 27th day of December, 2007.



Kenneth A. Hoffman, Esq.
Marsha E. Rule, Esq.
Rutledge, Ecenia, Purnell & Hoffman, P.A.
P. O. Box 551
Tallahassee, Florida 32302
(850) 681-6788 (Telephone)
(850) 681-6515 (Facsimile)

- C) The full name (as it will appear on the certificate), address and telephone number of the buyer:

Ni Florida, LLC

Name of utility

(713) 574-5952

Phone No.

(713) 647-0277

Fax No.

10913 Metronome

Office street address

Houston

City

Texas

State

77043

Zip Code

N/A

Mailing address if different from street address

www.niamerica.com

Internet address if applicable

- D) Indicate the organizational character of the buyer: (circle one)

Corporation

Partnership

Sole Proprietorship

Other: Limited Liability Company

- E) The date and state of incorporation or organization of the buyer:

Delaware - November 16, 2007.

- F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

See Exhibit A.

- G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Exhibit B - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/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.

B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

N/A; this will be the first acquisition in Florida by Ni Florida, LLC.

C) Exhibit C - 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.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

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

- E) Exhibit D - A statement describing the financing of the purchase.
- F) Exhibit E - 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.
- G) Exhibit F - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.
- H) Exhibit F - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)
- I) The full name, address and telephone number of the person who has possession of the books and records of the seller.
- The books and records of Hudson Utilities, Inc. are in the possession of:
- Mathew Griffin
14334 Old Dixie Highway
Hudson, Florida 34667
(727) 863-0205 (Telephone)
- J) Exhibit N/A - 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.

K) Exhibit H - 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.

L) Exhibit I - 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).

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.

PART III NOTICE OF ACTUAL APPLICATION

A) Exhibit J - 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 MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit K - 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 MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit L - 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 MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

_____ (for water) and \$2,250 (for wastewater).

Note: 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.**
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250.**

- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be \$3,000.

PART V OTHER

- A) Exhibit M - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit N - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems.
- C) Exhibit O - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

PART VI AFFIDAVIT

I, Mathew S. Griffin (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: 
Applicant's Signature
Mathew S. Griffin
Applicant's Name (Typed)
Vice President
Applicant's Title *

Subscribed and sworn to before me this 20 day of Dec,
2007 by MATHEW S. GRIFFIN who is personally
known to me _____ or produced identification FL. DL
(Type of Identification Produced)

JUDITH A. BENSON
Notary Public, State of Florida
My Comm. Expires July 4, 2011
No. DD679635


Notary Public's Signature
JUDITH A. BENSON
Print, Type or Stamp Commissioned
Name of Notary Public

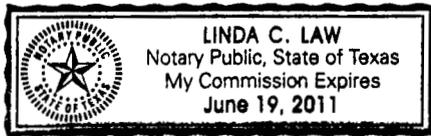
* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

PART VI AFFIDAVIT

I, Edward R. Wallace (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: Edward R. Wallace
Applicant's Signature
Edward R. Wallace
Applicant's Name (Typed)
CFO
Applicant's Title *

Subscribed and sworn to before me this 19th day of December,
2007 by Edward R. Wallace who is personally
known to me or produced identification _____
(Type of Identification Produced)



Linda C. Law
Notary Public's Signature
Linda C. Law
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.

EXHIBIT A

If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors.

Officers and Directors for Ni America Entities:

A. Ni America Capital Management, LLC

Officers:

Peter Moerbeek, President and CEO

Ed Wallace, CFO and Secretary

Directors:

Leigh Abramson

Andrew Feller

Michael Fiuzat

Pete Moerbeek

Ed Wallace

B. Ni America Operating, LLC

Officers:

Peter Moerbeek, President

Ed Wallace, CFO and President of Utility

Carey Thomas, Senior Vice President, Human Resources

Mark Myers, Vice President, Business Development

Directors: Ni America Capital Management, LLC is the sole member of Ni America Operating, LLC and, therefore, Ni America Operating, LLC has no directors.

C. Ni Florida, LLC

Officers:

Peter Moerbeek, President and CEO

Ed Wallace, CFO and Secretary

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Directors: Ni America Capital Management, LLC is the sole member of Ni Florida, LLC and, therefore Ni Florida, LLC has no directors.

The addresses of all of the above individuals is the same:

Ni America Management, LLC
10913 Metronome
Houston, TX 77043

EXHIBIT B

A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/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.

Ni Management and Ni America were founded by Pete Moerbeek and Ed Wallace and are funded primarily by MetalMark, a private equity firm, and members of management. Ni Florida was more recently incorporated as a limited liability company as the corporate entity for Florida water and wastewater ownership and operations. Ni America is the single member manager of the Ni Florida limited liability company.

While MetalMark has majority ownership of Ni Management, Mr. Moerbeek and Mr. Wallace oversee day-to-day activities. Mr. Moerbeek was formerly the Chief Executive Officer of Southwest Water Company ("SWWC"), a publicly traded company, effective August 1995, and became President of SWWC's operations unit, ECO Resources in January 1997. Mr. Moerbeek later became Chief Operating Officer of SWWC in 2004 until his departure in June 2006. Mr. Wallace started AquaSource in 1996 and served as its initial Chief Financial Officer. After his time at AquaSource, he formed API Investments, a merger and acquisition firm that focused primarily on transactions in the water utility industry. Over a period of four years, he oversaw in excess of 100 purchase/sale transactions. Ni Management prepares monthly management reports for its Board of Directors addressing financial, operational, and development matters.

The transfer requested herein will provide benefits to the Hudson customers by bringing seasoned, experienced management and operational experience in the wastewater industry. The sole focus of Ni Management and its subsidiaries is the provision of high quality water and wastewater services at reasonable prices within the states in which the Ni entities operate. In addition, the Hudson customers will be served by a fiscally sound company that has the capability to finance necessary capital additions. These facts, coupled with the fact that the current owners of the Hudson system no longer wish to remain in the utility business, make the transaction and approval of the transfer by the Commission in the public interest.

Ni Florida is sufficiently funded to not only make the acquisition but also operate the acquired assets and maintain them in accordance with applicable regulatory standards. As such, Ni Florida intends to fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

DOCUMENT NUMBER-DATE

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COMPOSITE EXHIBIT C

A copy of the Asset Purchase Agreement, including attachments, by and between Hudson Utilities, Inc. and Ni America Operating, LLC, together with a copy of the written Assignment and Assumption of the Asset Purchase Agreement from Ni America Operating, LLC to Ni Florida, LLC, are attached hereto.

DOCUMENT NUMBER · DATE
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FPSC-COMMISSION CLERK

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (the "*Agreement*") dated the 19th day of December, 2007 by and among (i) Ni America Operating LLC, a Delaware limited liability company (the "*Buyer*"), (ii) Ni America Capital Management LLC, a Delaware limited liability company ("the "*Parent*"), (iii) Hudson Utilities, Inc., a Florida corporation (the "*Seller*"), and (iv) Mathew (Mat) S. Griffin and Robert (Bob) Bammann (collectively, the "*Principal Shareholders*") sets forth the terms and conditions by which the Buyer shall acquire all the assets of the Seller used in the Seller's operation of a wastewater utility system. The Buyer, the Parent, the Seller and the Principal Shareholders are referred to collectively as the "*Parties*."

RECITALS

WHEREAS, the Seller owns and operates a wastewater utility business located in Pasco County, Florida (the "*Business*");

WHEREAS, the Seller desires to sell and Buyer desires to purchase certain assets utilized in the Business on and subject to the terms and conditions set forth herein;

WHEREAS, the Principal Shareholders are the majority owners of the Seller and are active in the operation of the Business;

WHEREAS, the Principal Shareholders of the Seller join in the execution of this Agreement for the purpose of evidencing their consent to consummation of the foregoing transactions and for the purpose of making certain representations and warranties to, and covenants and agreements with, the Buyer; and

WHEREAS, the Parent is the sole member of the Buyer and joins in the execution of this Agreement for the purpose of evidencing its agreement to guarantee the payment of the Deferred Purchase Price in accordance with the terms hereof and to make certain representations and warranties and other undertakings in connection therewith.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the covenants herein contained, the Parties agree as follows:

Section I - Definitions

1.1 **Definitions:** In this Agreement, each of the following terms has the meaning specified or referred to in this Section I:

"*Assets*" shall mean all right, title, and interest in and to all the assets owned by the Seller and utilized in the Business, except for the Excluded Assets, including all: (a) fee property, real property, leaseholds and subleases, improvements, fixtures, easements, right-of-way, and other appurtenances thereto (the "*Real Property*"), including, without limitation, the Property described on Schedule 6.1(a); (b) tangible personal property (including, without limitation, all machinery, equipment, inventories, and supplies and those items identified on Schedule 3.1(m));

(c) customer deposits; (d) licenses and permits associated with the Business, including, without limitation, those items listed on Schedule 3.1(n); (e) contracts, licenses, leases and agreements and other similar arrangements and rights thereunder ("*Contracts*"); (f) franchises, approvals, permits, licenses, orders, registrations, variances, and similar rights obtained from governments and the governmental agencies including the FPSC; (g) intellectual property of any type, including the name "Hudson Utilities" or any derivation thereof, any trade names, service marks, trade secrets and know-how; and (h) books, ledgers, files, documents, correspondence, lists, drawings, plans, specifications, warranties, and plats.

"*Business*" shall have the meaning set forth above.

"*Buyer*" shall have the meaning set forth above.

"*Closing*" shall have the meaning set forth in Section 2.3 hereof.

"*Closing Date*" shall have the meaning set forth in Section 2.3 hereof.

"*Disclosure Schedules*" shall mean the disclosure schedules of Seller set forth in Section III.

"*Environmental, Health, and Safety Laws*" shall mean all laws of federal, state, and local governments (and all agencies thereof) concerning pollution or protection of the environment, public health and safety, including laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants or chemical, industrial, hazardous, or toxic materials or waste into ambient air, surface water, ground water, or lands or otherwise, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Emergency Plan and Community Right to Know Act of 1986, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Safe Drinking Water Act, the Federal Radon and Indoor Air Quality Research Act, and the Occupational Safety and Health Act, as all such laws or acts have been amended.

"*Excluded Assets*" shall mean cash held by the Seller, accounts receivable (except as provided in Section 2.2), original corporate minute books, stock certificate books and corporate seal of the Seller and any of the trucks or other items listed on Schedule 1.1.

"*Excluded Chloride Liabilities*" shall the meaning set forth in Section 9.2 hereof.

"*Excluded Liabilities*" shall have the meaning set forth in Section 2.4 hereof.

"*FPSC*" shall mean Florida Public Service Commission.

"*Hazardous Substance*" shall mean petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any

amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import under any of the Environmental, Health, and Safety Laws.

"*Knowledge*" shall mean, in respect of any person or entity, the actual knowledge of such person or entity and each director and officer of such entity after making all due and reasonable inquiries.

"*Miscellaneous Assets*" shall have the meaning set forth in Section 2.2(b) hereof.

"*Ordinary Course of Business*" shall mean the ordinary course of business consistent with past custom and practice.

"*Parties*" shall have the meaning set forth above.

"*Purchase Price*" shall have the meaning set forth in Section 2.2(a) hereof.

"*Regulatory Approval*" shall mean any approval and compliance required pursuant to Chapter 367, Florida Statutes, and the rules and regulations promulgated thereunder, to operate the Business or in connection with the consummation of the transactions contemplated by this Agreement; such approval and compliance is administered by and through the FPSC.

"*Seller*" shall have the meaning set forth above.

"*Tariff*" shall mean that certain Wastewater Tariff in the name of the Company filed with the FPSC and having a most recent effective date of May 13, 2002.

"*Tax*" shall mean any federal, state, or local income, gross receipts, license, payroll, employment, severance, unemployment, disability, real property, personal property, sales, use, transfer, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

Section II - Purchase and Sale of Assets; Closing

2.1 Purchase and Sale of Assets: Subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Seller and the Seller agrees to sell, transfer, assign, and deliver to the Buyer, all of the Assets free and clear of all liens, security interests, options, rights of first refusal, mortgages, charges, indebtedness, deeds of trust, leases or security agreements on the Closing Date against receipt by the Seller of the Purchase Price (as adjusted as provided herein).

2.2 Purchase Price:

(a) Subject to the following adjustments, in consideration for the sale of the Assets, the Buyer agrees to pay the Seller as the purchase price for the Assets, (x) a base purchase

price of Five Million Six Hundred Thousand and No/100 Dollars (\$5,600,000.00) (the "*Base Purchase Price*") and (y) a deferred purchase price calculated and paid in accordance with the provisions of Section 2.7 hereof (the "*Deferred Purchase Price*," and together with the Base Purchase Price, the "*Purchase Price*").

(b) [INTENTIONALLY OMITTED]

(c) All ad valorem taxes relating to the Assets, utility bills and lease payments and any other monthly recurring payments related to the Assets shall be prorated as of the Closing Date in such a manner that will result in (i) the Seller having paid for and received the benefit of those items attributable to the period of time prior to and on the Closing Date and (ii) the Buyer having paid for and received the benefit of those items attributable to the period of time following the Closing Date. The Purchase Price shall be adjusted to account for such proration. If the actual amounts to be prorated pursuant to the foregoing provisions are not known on the Closing Date, then the proration shall be made on the Closing Date using the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between the Seller and the Buyer. The Purchase Price shall be adjusted downward by the amount of customer deposits (and all interest accrued or properly accruable thereon) as of Closing.

(d) The Buyer shall receive, collect and process all accounts receivable due and owing to the Seller through the Closing Date (the "*Seller's Accounts Receivable*"); provided, however, that the Buyer shall not be obligated or required to exert any additional effort beyond those it generally exerts in the ordinary course of business to collect the Accounts Receivable. The Seller's Accounts Receivable will be paid to the Seller in as set forth in this Section 2.2(d).

(i) From time to time on or before one hundred twenty (120) days after the Closing Date (the "*Interim Period*"), Buyer may give written notice (an "*Offset Notice*") simultaneously to Seller and the Principal Shareholders specifying in reasonable detail the nature and dollar amount of any claim Buyer may have under Section 8.2 of the Purchase Agreement or any fees or Taxes assessed against the Business during such Interim Period (a "*Claimed Amount*"). If Seller or the Principal Shareholders gives written notice to Buyer disputing any Claimed Amount (a "*Counter Notice*") within 10 days following receipt by Seller and the Principal Shareholders of the Offset Notice regarding such Claimed Amount, such Claimed Amount shall be resolved as provided in Section 2.2(d)(ii) below. If no Counter Notice is properly received by the Buyer within such 10-day period, then the dollar amount of the Claimed Amount as set forth in Buyer's Offset Notice shall be deemed established for purposes of this Agreement. At the end of the Interim Period, the Buyer shall deduct the aggregate of all Claimed Amounts from the amount of the Seller's Accounts Receivable collected during the Interim Period (the "*Collected Receivable Amount*") and remit the balance of the Collected Receivable Amount to the Seller within five (5) Business Days thereafter.

(ii) If a Counter Notice is given with respect to a Claimed Amount, Buyer shall deduct such Claimed Amount from the Collected Receivable Amount only in

accordance with (i) written consent of the Seller or (ii) a final non-appealable order of a court of competent jurisdiction. Any court order shall be accompanied by a certificate from the presenting party to the effect that it has been advised by legal counsel that the order is final and non-appealable. Upon resolution of all Claimed Amounts after the expiration of the Interim Period, any amounts determined not to be subject to a claim shall be paid by the Buyer to the Seller within five (5) Business Days of such resolution.

- (iii) Any Seller's Accounts Receivable received by the Buyer after the expiration of the Interim Period shall be retained by Buyer and shall constitute an Asset for purposes of this Agreement.
- (iv) The Seller agrees that, to the extent it receives any Seller's Accounts Receivable during the Interim Period, it will promptly remit such Seller's Accounts Receivable to the Buyer to be held by the Buyer pursuant to this Section 2.2.

2.3 The Closing: The closing of the transactions contemplated by this Agreement (the "*Closing*") shall take place at the office of David C. Gilmore, Esquire, located at 7620 Massachusetts Avenue, New Port Richey, Florida 34653, on or before the fifth (5th) business day after the conditions set forth in this Agreement have been satisfied or waived or such other date as the Parties may determine (the "*Closing Date*"). At the Closing, the Seller shall deliver the following to the Buyer: (i) a Bill of Sale in the form attached as Exhibit A; (ii) a General Warranty Deed, in the form attached as Exhibit B; (iii) such other instruments of transfer, assignment, and conveyance in form and substance reasonably satisfactory to the Buyer sufficient to transfer to and effectively vest in the Buyer all right, title, and interest in the Assets together with possession of the Assets free and clear of all encumbrances; and (iv) any other certificates, resolutions or documents reasonably requested by the Buyer in connection with the Closing, including, without limitation, a certificate executed by an officer of the Seller certifying that all of the representations and warranties made by the Seller herein are true and correct in all material respects as of the Closing Date and that the Seller has performed all of its obligations hereunder through the Closing Date. The Buyer shall pay the Closing Base Purchase Price (as further adjusted pursuant to the provisions hereof) via wire transfer to the Seller in accordance with wire transfer instructions provided by the Seller to the Buyer at least two (2) business days prior to the Closing.

2.4 No Assumption of Liability: From and after the Closing Date, the Buyer will assume and discharge all obligations of the Seller which accrue and are due and performable subsequent to the Closing Date under the Contracts listed on Schedule 2.4 hereto (the "*Assumed Liabilities*"), provided that (i) the rights thereunder have been duly and effectively assigned to the Buyer and (ii) the Buyer shall not assume any liability arising from or related to any breach of the Contracts by the Seller prior to the Closing Date. Other than the Assumed Liabilities, Buyer does not assume any direct or indirect duties, liabilities or obligations of the Seller of any kind or nature, fixed or unfixed, known or unknown, accrued, contingent or otherwise, and it is understood that all such liabilities are retained by the Seller and the Seller shall be responsible for the payment and discharge of all such liabilities (such liabilities herein being defined as the "*Excluded Liabilities*"), including all such Liabilities related to any Excluded Assets.

2.5 Joint/Several Liability. Each of the Principal Shareholders and the Seller hereby acknowledge and agree that they shall be jointly and severally liable for all representations, warranties, covenants, obligations and other agreements of the Seller and the Principal Shareholders under this Agreement and that they shall jointly and severally indemnify, defend and hold harmless the Buyer from any liability in connection therewith.

2.6 Deferred Purchase Price. The Deferred Purchase Price shall be calculated and paid by the Buyer to the Seller in accordance with and subject to the terms of this Section 2.6.

(a) As used in this Section 2.6, the following terms will have the following respective meanings:

“Actual Impact Fee” shall mean the impact fee, service availability fee or similar fee actually paid by a customer to Buyer within the Service Area pursuant to the Tariff granted by the FPSC for the Service Area.

“Change of Control Event” shall mean the first to occur of (i) the sale of all or substantially all of the Assets acquired by Buyer under this Agreement, or (ii) the voting membership interests of Buyer ceasing to be owned fifty percent (50%) or more by Ni America Capital Management LLC (“NICM”) or one of its affiliates.

“Guaranteed Deferred Purchase Price” shall mean \$400,000.

“Scheduled Deferred Payment Period” shall mean the period commencing on the Closing Day and ending the seventh anniversary of the Closing Date.

“Service Area” shall mean the area encompassed by the Certificate of Authorization granted to the Buyer by the FPSC in connection with its acquisition of the Business as may be amended or enlarged after the Closing.

“Specified Capital Costs” shall mean the aggregate amount of costs incurred (or to be incurred) by Buyer to establish service for a customer to the extent that such service relates to (i) a sewer to septic project, (ii) the Southwest Harbor Town Development or any other new project which may be developed in the Service Area, other than for the (x) Monarch/Hudson Place Apartment Project, (y) Gulfside Condominiums Project, and (z) the SCS of Pasco LLC/Septic Processing Plant (it being understood that with respect to the projects identified in subparts (x), (y) and (z), the Actual Impact Fee to be paid to the Seller shall be on a “gross” basis).

(b) For each Actual Impact Fee in the Service Area during the Scheduled Deferred Payment Period, Buyer shall pay to the Seller as Deferred Purchase Price an amount equal to the Actual Impact Fee received by the Buyer less any applicable Specified Capital Costs. Any such payment of Deferred Purchase Price shall be made by Buyer within thirty (30) days after its receipt from the customer of the corresponding Actual Impact Fee.

(c) Within thirty days after the expiration of the Scheduled Deferred Payment Period, or if sooner, within thirty days after the date of a Change of Control Event, Buyer shall pay to Seller an amount equal to the difference between the Guaranteed Deferred Purchase Price and the aggregate Deferred Purchase Price actually paid to Seller as of such date.

- (d) Notwithstanding anything to the contrary, in no event shall the aggregate Deferred Purchase Price payable to Buyer under this Section 2.6 (including any amounts paid pursuant to subparagraph (c) above) exceed the Guaranteed Deferred Purchase Price or be less than the Guaranteed Deferred Purchase Price.
- (e) On not less than a quarterly basis, the Buyer shall prepare and deliver, or cause to be prepared and delivered to the Seller, a "working statement" setting forth (x) the calculation of the amount of the Actual Impact Fee received by the Buyer during the preceding quarter, (y) the Specified Capital Costs incurred by Buyer during the preceding quarter, and (z) the portion of the Deferred Purchase Price actually paid to Seller during the preceding quarter. For a period of three months following the delivery of an Actual Impact Fee working statement, the Buyer will allow the Seller and its representatives, upon reasonable advance notice, reasonable access during regular business hours to all work papers, books and records and all additional information used in preparing such Actual Impact Fee working statement and will make the Buyer's officers, employees and accountants reasonably available to discuss such papers, books, records and information.
- (f) Buyer's obligations under this Section 2.6 shall be guaranteed by its parent, Ni America Capital Management, LLC, a Delaware limited liability company (the "*Parent*"), as set forth in Section 11.17 below.

Section III - Representations and Warranties of the Seller and the Principal Shareholders

3.1 Except as set forth in the Disclosure Schedules (referencing the particular subsection below to which the exception in the Disclosure Schedules applies), the Seller and the Principal Shareholders jointly and severally represent and warrant that as of the date hereof and as of the Closing Date:

- (a) the Seller and the Principal Shareholders have all the requisite power and authority and capacity to enter into this Agreement;
- (b) the capital stock of the Seller is owned (and will be owned as of the Closing Date) as set out on Schedule 3.1(b);
- (c) the Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida;
- (d) this Agreement has been duly executed and delivered by the Seller and the Principal Shareholders and constitutes a legally binding and enforceable obligation of the Seller and the Principal Shareholders enforceable against the Seller and the Principal Shareholders in accordance with its terms;
- (e) this Agreement and its consummation will not conflict with or result in a breach of any agreement, judgment, order, or government permit, nor will it result in the creation of a lien, or require consent from a third party or any governmental entity, except for the Regulatory Approval;

- (f) the balance sheet and statement of income for the Seller for the fiscal period ended December 31, 2006 and the period beginning January 1, 2007 and ending June 30, 2007 attached hereto as part of the Disclosure Schedules have been prepared and maintained in material compliance with "NARUC" standards applied on a consistent basis and accurately, completely and fairly present the Seller's financial position and the results of operations as of the respective dates thereof; other than as disclosed in the financial statements, there are no undisclosed liabilities of any nature associated with the Business; since the date of the last balance sheet contained in the financial statements attached hereto as part of the Disclosure Schedule, there has not been any material adverse change in the business, operations, properties, prospects, Assets or any condition of the Seller; no event has occurred or condition exist that may result in such a material adverse change;
- (g) there are and have been no violations by the Seller of any Environmental, Health, and Safety Law and, to the Knowledge of the Seller and the Principal Shareholders, no violations of any such law have been committed on properties owned by the Seller, except as disclosed on Schedule 3.1(g);
- (h) the Seller has good and indefeasible title to all Real Property purported to be owned by Seller pursuant to an easement or similar grant (Seller does not own any Real Property in fee), and good and merchantable title to all of the other Assets, in each case free and clear of all liens and other encumbrances, including without limitation, the Property described on Schedule 6.1(a);
- (i) there are no actions, claims, suits, or proceedings to which the Seller is a party pending or to the Knowledge of the Seller and the Principal Shareholders threatened, that may prevent or delay the Closing of the transactions contemplated hereby or have any effect on the Assets;
- (j) the Seller is not a party to any Contract other than as set forth on Schedule 2.4, and as of the date hereof and upon consummation of the transactions contemplated hereby, is not and will not be in default under any Contract and, to the Knowledge of the Seller and the Principal Shareholders, no other party to any Contract is in default thereunder;
- (k) the Seller does not maintain, sponsor, participate in or contribute to, and is not required to contribute to, and has no obligation under any employee benefit plans;
- (l) all returns of Taxes, information and other reports required to be filed in any jurisdiction by the Seller have been timely filed and all such returns are true and correct in all material respects and all Taxes of the Seller have been paid;
- (m) Schedule 3.1(m) sets forth all material tangible property owned by the Seller, such Assets and the other Assets of the Seller are (i) adequate for the uses to which they are being put and (ii) sufficient for the continued conduct of the Business after the Closing Date in substantially the same manner as conducted prior to the Closing; and the Assets comprise all of the assets and properties (including any real estate) utilized by the Seller in the operation of the Business. All material tangible property is being sold to Buyer in its "AS IS" condition.

- (n) Schedule 3.1(n) sets forth all rights, licenses and permits of the Seller associated with the Business (the “Permits”); all such Permits are in full force and effect and are valid and enforceable in accordance with their respective terms; such Permits constitute all the licenses and permits required for the conduct of the Business as presently conducted, and all such Permits will be in full force and effect at Closing;
- (o) the Seller and the Assets are, and at all times have been, in full compliance with all applicable laws, statutes, ordinances, rules, regulations, and orders that are or were applicable to it or to the conduct or operation of the Business or the ownership or use of any the Assets;
- (p) the Seller has no employees and is not a party to any collective bargaining, employment or consulting agreement;
- (q) the representations and warranties of the Seller and the Principal Shareholders contained in this Agreement, and all other documents and information furnished to the Buyer are complete and accurate and do not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made not misleading;
- (r) no shareholder, director, or officer of the Seller or any associate or affiliate of such shareholder, director or officer, is currently directly or indirectly a party to any transaction with the Seller;
- (s) neither the Seller, nor any of its affiliates has employed any broker, finder, advisor or intermediary in connection with the transactions contemplated by this Agreement that would be entitled to a broker’s, finder’s or similar fee or commission in connection therewith or upon the consummation thereof; and
- (t) the number and identity of customer accounts of the Seller, as of November 15, 2007, is set forth in Schedule 3.1(t).

Section IV - Representations and Warranties of the Buyer and Parent

4.1 The Buyer and the Parent represent and warrant to the Seller as follows:

- (a) the Buyer and the Parent are duly organized, validly existing, and in good standing under the laws of the jurisdiction of their formation;
- (b) this Agreement constitutes a legally binding and enforceable obligation of the Buyer enforceable against the Buyer and the Parent in accordance with its terms;
- (c) there are no proceedings or other actions commenced against the Buyer or the Parent that may prevent or delay the Closing of the transactions contemplated hereby;
- (d) the execution, delivery and performance of the Guaranty by the Parent have been duly authorized by all necessary action of its managers and members and do not and will not

violate the provisions of, or constitute a default under, any presently applicable law or its operating documents or any agreement presently binding on it; and

- (e) the Parent has a direct and substantial economic interest in the Buyer and expects to derive substantial benefits from the Buyer resulting in the creation of the obligation guaranteed by the Parent.

Section V - Agreements Through Closing

5.1 During the period from the date hereof until the Closing:

- (a) the Seller shall provide the Buyer with reasonable access to the Assets, and its customers, suppliers, officers, directors and employees, including access for the purposes of conducting the environmental investigations or audits contemplated in Section 7.1(d);
- (b) the Seller shall not, without the consent of the Buyer, acquire or dispose of any Assets, terminate or amend any Contract, increase the compensation of any employees or commit to do any of the foregoing or make any other commitments or take any actions that are outside the Ordinary Course of Business;
- (c) the Buyer and the Seller shall cooperate to the maximum extent possible to satisfy all Closing conditions, including obtaining all regulatory requirements necessary for the transactions contemplated hereby, including obtaining the Regulatory Approval;
- (d) the Seller shall conduct the Business in the usual, regular and ordinary manner consistent with past practice and use its reasonable best efforts to preserve the Seller's present relationships with persons having business dealings with the Seller;
- (e) the Seller shall promptly advise the Buyer of any fact or condition that causes or constitutes a breach of any of Seller's representations and warranties, or if Seller becomes aware of the occurrence after the date of this Agreement of any fact or condition that would or could have a materially adverse effect on the Assets or the Business;
- (f) the Seller and Principal Shareholders will not, and will cause each of its officers, directors, shareholders and advisors not to, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any unsolicited inquiries or proposals from, any person (other than the Buyer) relating to any transaction involving the sale of the business or assets (other than in the Ordinary Course of Business) of the Seller, or any of the capital stock of the Seller, or any merger, consolidation, business combination, or similar transaction involving the Seller; and

Section VI - Title Commitment and Survey.

- 6.1 **Commitment Documentation:** Within fifteen (15) days after the date of this Agreement, Seller, at its sole cost and expense, shall deliver or cause to be delivered to Buyer the following:
- (a) Commitment for Title Insurance (the "*Title Commitment*") from Attorney's Title Insurance Fund, Inc. (the "*Title Company*") setting forth the status of title of the real property described on Schedule 6.1(a) (the "*Property*") and showing all liens, claims, encumbrances, rights-of-way, easements, reservations, restrictions, outstanding mineral interests, and other matters, if any, relating to the Property, including the easements described on Schedule 6.1(a);
 - (b) A true, correct and legible copy of all documents referred to in the Title Commitment, including, without limitation, plats, deeds, restrictions and easements; and
 - (c) Current searches (the "*UCC Searches*") performed by Capitol Commerce Reporter, UCC Reporting Service or other similar service acceptable to Buyer, reflecting all UCC-1 filings which relate to the Property and which reflect the Seller or any other person who has owned the Property within the last five (5) years, as "*Debtor*."
- 6.2 **Survey:** Within thirty (30) days after the date of this Agreement, Buyer, at the Buyer's cost and expense, shall obtain a survey (the "*Survey*") prepared by Kenneth W. Smith, Smith & Womack Land Surveying, Inc., 5425 Main Street, New Port Richey, Florida (the "*Surveyor*") consisting of a plat and field notes describing the Property and the improvements thereto. The Survey shall (i) be prepared pursuant to a current on-the-ground staked survey with all corners being permanently monumented and reflecting the actual dimensions of the Property, the total area of the Property to the nearest 1/100th of an acre, the location of any easements, rights-of-way, setback lines, encroachments or overlaps thereon or thereover and the outside boundary lines of any improvements located thereon, (ii) identify any easements, setback lines or other matters referred to in the Title Commitment by recording reference, (iii) include the Surveyor's registered number and seal, the date of the Survey and a certificate satisfactory to Buyer and Title Company, (iv) be sufficient to cause Title Company to delete (except for "shortages in area") the printed exception for "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements" in the Owner Policy (herein defined), (v) reflect any area within the Property which lies within the 100-year flood plain or any special flood hazard area or general hazard area based on the Federal Emergency Management Agency Flood Insurance Rate Maps and (vi) be a Category 1A, Condition II or III survey. For purposes of the property description to be included in the Deed, the field notes prepared by the Surveyor shall control any conflicts or inconsistencies with Schedule 6.1(a) hereto, and such field notes shall be incorporated herein by this reference upon their completion and shall constitute the property description attached to the Deed.
- 6.3 **Encumbrances:** If the Title Commitment, Survey or the UCC Searches, or any update of the Title Commitment, Survey or UCC Searches, shows that the Property is subject to

any lien, claim, encumbrance, reservation, restriction or other matter of whatsoever nature other than the Permitted Encumbrances (herein defined) (all liens, claims, encumbrances, reservations, restrictions and other matters that affect the Property herein being called the "*Encumbrances*"), then Seller shall, subject to the terms hereof, cure or remove the Encumbrances. Buyer shall have fifteen (15) days from the date it has received the Title Commitment, Survey and UCC Searches in which to examine the same and notify Seller of those Encumbrances subject to which Buyer will accept title to the Property (the "*Permitted Encumbrances*") and those Encumbrances which Buyer finds objectionable. If such notice is not given, it shall be deemed that all Encumbrances reflected by the Title Commitment, Survey and UCC Searches are objectionable. Seller, at its sole cost and expense, shall use its best efforts to cure or remove all Encumbrances other than Permitted Encumbrances, and deliver within thirty (30) days of the date of Buyer's notice an amended Title Commitment, Survey and UCC Searches reflecting the cure of such Encumbrances. Seller shall not be obligated to spend more than \$150,000 to cure or remove any such Encumbrance (other than any lien constituting an Encumbrance, which Seller shall remove, regardless of cost). Seller shall not place, or allow to be placed, any Encumbrance of any nature against or relating to the Property between the date hereof and the Closing. In the event any such Encumbrance is placed against or otherwise becomes relative to the Property between the date hereof and the Closing, notwithstanding the other provisions of this Section 6.3 or in Section 6.4, Seller, at their sole cost and expense, shall cure or remove such Encumbrance and shall deliver within thirty (30) days of the date such Encumbrance is placed against or otherwise becomes relative to the Property an amended Title Commitment, Survey and UCC Search reflecting the cure of such Encumbrance.

- 6.4 Remedies:** If Seller refuses or fails to cause any Encumbrance (other than a Permitted Encumbrance) to be removed or cured, or Seller gives notice to Buyer that Seller will not cause such Encumbrance to be removed or cured, then Buyer shall have the right and remedy, to:
- (a) unilaterally extend the date for Closing for a period not more than sixty (60) days after the date which the Agreement could otherwise be terminated pursuant to Section 10.1(b) to afford Seller additional time within which to cure such Encumbrance (without prejudice to the later exercise of Buyer's rights set forth in subparts (b) and (c) of this subsection);
 - (b) consummate the purchase of the Assets pursuant to this Agreement, in which event the Purchase Price shall be reduced by the amount of any lien constituting an Encumbrance not so removed or cured, or any amount paid to cure or cause the release of (or required to be paid to cure or cause the release of, in the good faith estimate of Buyer) such Encumbrance other than a lien; or
 - (c) terminate this Agreement by giving Seller written notice thereof at or before Closing, or if sooner, by no later than one hundred and twenty (120) days after the date on which Seller has delivered the notice contemplated in the preamble to this Section 6.4.

Section VII - Conditions to Close:

7.1 Buyer's Conditions to Close. The Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to the following conditions, unless waived by the Buyer in its sole discretion:

- (a) the representations and warranties of the Seller and the Principal Shareholders shall be accurate at and as of the Closing Date as though such representations and warranties had been made at and as of such date;
- (b) all statutory requirements for the valid consummation of the transactions contemplated herein shall have been fulfilled and all governmental consents, approvals, or authorizations necessary for the valid consummation of the transactions contemplated herein shall have been obtained including, but not limited to, the Regulatory Approval;
- (c) no action or suit shall have been commenced and no statute, rule, regulation, or order shall have been enacted or proposed, that reasonably may be expected to prohibit the Buyer's ownership of the Assets or render the Buyer unable to purchase the Assets, make the sale of the Assets illegal or impose material limitations on the ability of the Buyer to exercise full rights of ownership of the Assets;
- (d) the completion, at the sole option and expense of Buyer, of a Phase I environmental report or other environmental investigation regarding the Real Property and, if recommended, the completion of a Phase II environmental report, and the contents of each such report being to the reasonable satisfaction of the Buyer;
- (e) there shall have been no material adverse change in the financial condition, prospects, profitability or the results of operations of the Business from the date of this Agreement until the Closing Date;
- (f) the FPSC shall have approved the transfer of the Tariff to the Buyer on the current terms thereof, or on terms that provide for a service availability charge of not less than \$2,400 per connection and are on such other terms as are satisfactory to the Buyer in its sole discretion;
- (g) the Board of Directors or Managers of the Buyer shall have approved the transactions contemplated by this Agreement;
- (h) all consents, approvals and waivers necessary to permit the Seller to transfer the Assets to the Buyer, or necessary to permit the Buyer to conduct the Business as presently conducted, shall have been obtained, including the Regulatory Approval;
- (i) Buyer shall have completed its review of the condition of the Assets and shall have determined, in its sole discretion, that all of the Assets are in good condition and that no repairs are required for Buyer to utilize the Assets in its operation of the Business;
- (j) Buyer shall have completed its review of the issues identified in the Chloride Letters and the proposed Chloride Repair Work (including by making such inspections of the sewer

lines and lift stations of the Seller as it determines in its discretion and having such conversations with Florida regulatory officials as it deems appropriate) and shall have determined, in its sole discretion, that it is satisfied with such review;

- (k) the Seller shall have changed its corporate name to such other name is as reasonably satisfactory to Buyer;
- (l) the Seller shall have delivered to Buyer at Closing a certificate executed by an officer of the Seller that certifies (i) the due adoption of the Seller's directors and by the shareholders of the Seller of resolutions attached to such certificate authorizing the transactions and the execution and delivery of this Agreement and the other agreements and documents contemplated hereby and the taking of all actions contemplated hereby and thereby;
- (m) the Seller shall have delivered to Buyer at Closing a certificate executed by the Chief Executive Officer of the Seller, dated as of the Closing Date, that certifies that the representations and warranties of the Seller and the Principal Shareholders contained in this Agreement are true and correct as of the Closing Date and that the Seller has and the Principal Shareholders have performed and complied with all covenants and conditions required by this Agreement to be performed and complied with by any of them at or prior to Closing;
- (n) the Seller shall have delivered to Buyer at Closing a certificate of the Secretary of State of Florida, dated as of a recent date, duly certifying as to the existence and good standing of the Seller as a corporation under the laws of the State of Florida;
- (o) the Seller shall have provided to Buyer at Closing a true and correct accounting of the number and identity of all customer accounts of the Seller (to update and supplement the information set forth in Schedule 3.1(t)); and
- (p) the Seller, at the expense of the Seller, shall have caused the Title Company to issue to the Buyer, or deliver the Title Company's irrevocable and unconditional commitment to issue to the Buyer, an Owner Policy of Title Insurance issued by the Title Company and insuring, to the satisfaction of the Buyer, that the Buyer is the owner of the Real Property subject only to the Permitted Encumbrances and the standard printed exceptions, with the exception of the restrictions marked "None of record" (other than those that constitute Permitted Encumbrances), the exception for taxes limited to the year in which the Closing occurs and subsequent years and subsequent assessments for prior years due to change in land usage or ownership, the exception for "parties in possession" deleted and the area and boundary exception modified to read "any shortages in area."

7.2 Seller's Conditions to Close. The Seller's obligation to consummate the transactions contemplated by this Agreement is subject to the following conditions, unless waived by the Seller in its sole discretion:

- (a) the representations and warranties of the Buyer and the Parent shall be accurate at and as of the Closing Date as though such representations and warranties had been made at and as of such date;

- (b) the Buyer shall have delivered to Seller, at Closing, a certificate executed by an officer of the Buyer that certifies (i) the due adoption of the Buyer's managers of resolutions attached to such certificate authorizing the transactions and the execution and delivery of this Agreement and (ii) the other agreements and documents contemplated hereby and the taking of all actions contemplated hereby and thereby;
- (c) the Buyer shall have delivered to Seller, at Closing, a certificate executed by the Chief Executive Officer of the Buyer, dated as of the Closing Date, that certifies that the representations and warranties of the Buyer contained in this Agreement are true and correct as of the Closing Date and that the Buyer has performed and complied with all covenants and conditions required by this Agreement to be performed and complied with by any of them at or prior to Closing;
- (d) the Parent, Ni America Capital Management, LLC, a Delaware limited liability company, shall have delivered to Seller, at Closing, a certificate executed by an officer of the Parent that certifies (i) the due adoption of the Parent's managers of resolutions attached to such certificate authorizing the execution and delivery of the execution and delivery of this Agreement and (ii) the other agreements and documents contemplated hereby and the taking of all actions contemplated hereby and thereby; and
- (e) the Buyer and the Parent shall have delivered to Seller at Closing certificates of the Secretary of State of Delaware, dated as of a recent date, duly certifying as to the existence and good standing of the Buyer and Parent as limited liability companies under the laws of the State of Delaware.

Section VIII - Indemnification

8.1 Survival; Right to Indemnification Not Affected By Knowledge: All representations, warranties, covenants, and obligations (including the Guaranty) in this Agreement or any document delivered pursuant to this Agreement will survive the Closing. Except for any matter to the extent disclosed in the Disclosure Schedules, the right to indemnification will not be affected by any investigation or any knowledge acquired at any time with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation.

8.2 Indemnity by Seller: The Seller and the Principal Shareholders shall, jointly and severally, indemnify and hold harmless the Buyer and its officers, directors, shareholders, employees, agents, and assigns from and against any claims, liabilities, losses, damages, fees, penalties, costs, including reasonable attorneys' fees to which the Buyer may become subject and arising out of, resulting from, or in any way related to:

- (a) a breach of, or the failure to perform or satisfy, any of the representations, warranties, and covenants made by the Seller or the Principal Shareholders in this Agreement;
- (b) violations or claimed violations of any Environmental, Health, and Safety Laws which relate in any way to the ownership, occupancy, use, operation, or conditions of any present or former properties of the Seller on or before the Closing Date, including the Real Property;

- (c) any cleanup or remediation requirement or liability or any other damages or liability arising from a release or threatened release or exposure to any Hazardous Substances to the extent that those Hazardous Substances are present at any present or former properties of the Seller (including the Real Property) on or before the Closing Date;
- (d) any Taxes attributable to the Seller, and
- (e) any Excluded Liabilities, including the Excluded Chloride Liabilities.

in each case provided that a notice regarding the matter giving rise to such indemnification obligation shall have been given to the Seller within three (3) years following the Closing Date, except with respect to indemnification for (1) matters arising under Sections 8.2(b), (c) and (d), which shall be subject to the appropriate statute of limitations, and (2) matters arising under Section 8.2(e), which shall not be subject to any time restrictions or limitations. The Seller and the Principal Shareholder, jointly and severally, shall reimburse the Buyer for any legal or other expenses reasonably incurred by the Buyer in relation to any matter for which the Seller or the Shareholder shall be required to indemnify any person or entity under this Agreement as such expenses are incurred.

8.3 Indemnity by Buyer: The Buyer shall indemnify and hold harmless the Seller and its officers, directors, shareholders, employees, agents, and assigns from and against any claims, liabilities, losses, damages, fees, penalties, costs, including reasonable attorneys' fees to which the Seller may become subject and arising out of, resulting from, or in any way related to:

- (a) a breach of, or the failure to perform or satisfy, any of the representations, warranties, and covenants made by the Buyer in this Agreement;
- (b) the Chloride Repair Work; and
- (c) any Assumed Liabilities.

8.4 Attorneys' Fees: In the event that any Party (the "*Defaulting Party*") defaults or is in breach of any of its obligations (including the Guaranteed Deferred Purchase Price) under this Agreement and, as a result thereof, the other party (the "*Nondefaulting Party*") seeks to legally enforce its rights hereunder, including the Guaranty against the Defaulting Party, then, in addition to all damages and other remedies to which the Nondefaulting Party is entitled by reason of such default or breach, the Defaulting Party shall promptly pay to the Nondefaulting Party an amount equal to all costs and expenses (including reasonable attorneys' fees) paid or incurred by the Nondefaulting Party in connection with such enforcement.

Section IX - Covenants After Closing

9.1 Non-Compete:

- (a) During the two (2) year period following the Closing, neither the Seller, any of the Principal Shareholders of the Corporation, nor any of the officers, directors or other affiliates shall directly or indirectly compete with the Buyer in the Buyer's operation of

the Assets or with the Buyer in the wastewater utility business in general in any of the following Florida counties: Sumter, Pasco, Polk, Hernando, Pinellas and Hillsborough.

- (b) Any successor corporation to Buyer or any transferee or assignee thereof shall be entitled to the benefits of this non-competition covenant.
- (c) The Parties intend that the covenants contained herein shall be construed as a series of separate covenants, one for each separate legal jurisdiction in which such covenant applies. If, in any judicial proceeding, a court shall refuse to enforce any of the separate covenants included herein, then such unenforceable covenant shall be deemed eliminated from these provisions for the purpose of those proceedings to the extent necessary to permit the remaining separate covenants to be enforced. Notwithstanding the foregoing, it is the intent and agreement of the Parties that these covenants be given the maximum force, effect and application permissible under applicable law.
- (d) Each covenantor acknowledges and agrees that, in the event of a breach or a default under this Agreement or any covenant contained herein, neither Buyer nor any successors or assigns thereof will have an adequate remedy at law, and Buyer and any successor or assign thereof shall be entitled to equitable relief including, but not limited to, injunctive relief, in addition to any legal or other remedies which may be available to it hereunder.
- (e) Each covenantor agrees that the provisions of this non-competition covenant are reasonable and necessary for Buyer's protection and that if any portion thereof shall be held contrary to law, invalid or unenforceable as to one or more periods of time, areas of business activities, or any part thereof, the remaining provisions shall not be affected but shall remain in full force and effect and that any such invalid or unenforceable provision shall be deemed, without further action on the part of any person, modified and limited to the extent necessary to render the same valid and enforceable in such jurisdiction.
- (f) Each covenantor agrees that in the event of a breach of this non-competition covenant, the term and duration hereby shall be extended with respect to the breaching covenantor by the period of the duration of such breach.

9.2 Chloride Repair Work and Remediation:

- (a) Reference is hereby made to that certain letter from the Florida Department of Environmental Protection ("*FDEPC*") to Seller dated May 24, 2007 ("*Notice Letter*") and Seller's letter to the FDEPC in response thereto ("*Response Letter*" and together with the Notice Letter, the "*Chloride Letters*") specifying certain repair work required to be performed to prevent further infiltration of Chloride at the Seat Ranch lift station at the Signal Cove Subdivision – specifically for the Tower Drive and Sheepshead Drive lines as further set out in the Response Letter ("*Chloride Repair Work*"). Buyer hereby agrees to perform such Chloride Repair Work following Closing in a reasonably prompt manner, and, at the latest, within nine (9) months of the Closing Date, and in material compliance with the requirements of the FDEPC as specified in the Notice Letter.
- (b) Seller and the Principal Shareholders specifically acknowledge and agree that the Buyer is not undertaking any obligation to remediate any Chloride existing in the sewer lines or

lift stations identified in the Chloride Letters or any other sewer lines or lift stations of Seller, and except for the Chloride Repair Work, any Liability related to Chloride existing in the sewer lines or lift stations of the Seller prior to Closing (whether identified in the Chloride Letters or not) shall constitute an Excluded Liability, including any Liability for remediation, fines, penalties or Liabilities arising in connection with third party claims or otherwise (the "*Excluded Chloride Liabilities*").

9.3 Operations: The Seller and the Principal Shareholders shall provide reasonable assistance by way of telephone or email to the Buyer in the administration and operation of the Assets and the Business for a period of up to one hundred twenty (120) days after the Closing Date, at no cost to the Buyer.

Section X - Termination

10.1 Termination:

- (a) Anything herein to the contrary notwithstanding, this Agreement shall terminate upon the occurrence of any of the following events: (i) by written consent of the Buyer and the Seller; (ii) if the FPSC shall decide not to give the Regulatory Approval; (iii) on written notice from the Buyer to the Seller that the Seller has breached any of its representations, warranties or obligations hereunder and such breach has not been cured by Seller or waived by the Buyer within ten (10) days after receipt of written notice of such breach from the Buyer, including, but not limited to, Seller's failure to remove or cure any Encumbrances under Section 6.4; or (iv) on written notice from Buyer to Seller that the conditions in 7.1(e), 7.1(i) or 7.1(j) are not satisfied.
- (b) In the event this Agreement has not been terminated pursuant to Section 10.1(a) above and subject to Section 6.4(c), if the Closing has not occurred on or before March 31, 2008, the Closing Date shall be automatically extended for an additional sixty (60) days (the "*Extension Period*"), during which Extension Period, the Seller shall have the right to negotiate with third parties for the sale of the Assets; *provided, however*, that if the Closing has not occurred by such date due to a breach of this Agreement by one of the Parties, that Party may not terminate this Agreement. If the Closing has not occurred by the end of the Extension Period, either party may terminate this Agreement upon five (5) days' prior written notice to the other party.

10.2 No Liabilities in Event of Termination. In the event of any termination of this Agreement as provided above, this Agreement shall forthwith become wholly void and of no further force or effect and there shall be no liability on the part of the Buyer, the Seller or their respective officers, directors, or agents, except that the provisions of Section 11.1 hereof shall remain in full force and effect, and provided that nothing contained herein shall release any party from liability for any willful failure to comply with any provision, covenant or agreement contained herein.

Section XI - General Provisions:

11.1 Expenses: Each Party shall be responsible for its own expenses incurred in connection with this Agreement including any broker's fees.

11.2 Further Assistance: The Parties shall execute and deliver without additional expense to the other Parties such additional documents and take such additional actions as are reasonably necessary to transfer the Assets and the Business to the Buyer (it being understood that for the Parent, this further assurance clause shall be limited to the Parent's obligations under Section 11.17).

11.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida. Any disputes hereunder shall be resolved in the Circuit Court of the Sixth Judicial Circuit, in and for Pasco County, Florida and/or the United States District Court – Middle District of Florida.

11.4 Notice: Any notice, request, instruction, correspondence or other document required to be given hereunder by either party to the other ("*Notice*") shall be in writing and delivered in person or by courier service requiring acknowledgment of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

If to the Buyer, addressed to:

Ni America Operating LLC
10913 Metronome
Houston, Texas 77043
Attention: Michael J. Ashfield
Telecopier No.: (713) 647-0277

With a copy to:

Gardere Wynne Sewell LLP
1000 Louisiana, Suite 3400
Houston, Texas 77002-5011
Attention: Daniel Cohen
Telecopier No.: (713) 276-6860

If to the Seller or the Principal Shareholders, addressed to:

Hudson Utilities, Inc.
14334 Old Dixie Highway
Hudson, Florida 34667
Attention: Robert Bammann, President
Telecopier No.: _____

With a copy to:

David C. Gilmore, Esquire
7620 Massachusetts Avenue
New Port Richey, Fl 34654
Telecopier No.: (727) 841-7146

Notice given by personal delivery or courier service shall be effective upon actual receipt. Notice given by mail shall be effective five (5) days after deposit with the United States postal service. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if received before the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by regular mail or personal delivery. Any Party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

11.5 Public Announcements: Any public announcement or similar publicity with respect to this Agreement or the transactions contemplated hereby will be issued, if at all, only at such time and in such manner as the Buyer determines. Unless consented to by the Buyer in advance or required by applicable law, prior to the Closing, the Seller shall keep this Agreement strictly confidential and may not make any disclosure of this Agreement to any person. The Seller and the Buyer will consult with each other concerning the means by which the Seller's employees, customers, and suppliers and others having dealings with the Seller will be informed of the transaction contemplated by this Agreement, and the Buyer will have the right to be present for any such communication.

11.6 No Waiver: The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

11.7 Amendments: This Agreement may be amended, supplemented or otherwise modified only by a written agreement executed by the parties hereto (or their permitted assigns).

11.8 Savings Clause: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.9 Interpretation: The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

11.10 Multiple Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.11 Sales and Transfer Taxes: The Seller shall be responsible for and pay any applicable sales, stamp, transfer, documentary, use, registration, filing and other taxes and fees (including any penalties and interest) that may become due or payable in connection with this Agreement and the transactions contemplated hereby.

11.12 Entire Agreement: This Agreement (including the Exhibits and the Disclosure Schedule attached hereto) constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof, including any letters of intent and confidentiality agreements among the Parties.

11.13 Assignability: Except for those assignments to an affiliate, this Agreement shall not be assigned by the Seller without the prior written consent of the Buyer. The Buyer shall not be entitled to assign this Agreement prior to Closing, without obtaining the consent of the Seller, except for an assignment to any affiliate of Buyer.

11.14 Employees: The Buyer shall have no obligation to employ or to provide benefits to any of the employees of the Seller. The Buyer shall have no responsibility, liability or obligation, whether to employees, former employees, their beneficiaries or to any other person with respect to, and the Seller and the Principal Shareholders shall jointly and severally indemnify and hold the Buyer harmless with respect to, any employee compensation or any benefit plan, practice, program or arrangement maintained for employees of the Seller prior to the Closing (including, without limitation, any pension, retirement, bonus, medical, dental or other health plan or life insurance or disability plan).

11.15 Mail and Accounts Receivable: The Seller authorizes and empowers the Buyer on or after the Closing Date to receive and open all mail received by the Buyer relating to the Business or Assets. To the extent provided for, and subject to the provisions of Section 2.2, the Buyer shall deliver to the Seller the Collected Receivable Amount. The Seller shall promptly deliver to the Buyer any mail or other communication received by them after the Closing Date pertaining to the Business or the Assets and any cash, checks or other instruments of payment in respect of the Assets.

11.16 Use of Name: Following the Closing Date, the Seller and the Shareholder agree that neither they, nor any of their affiliates shall use the names, trade names or slogans of the Business, all of which are transferred to the Buyer pursuant hereto, including the name "Hudson Utilities" or any derivation thereof.

11.17 Guaranty of Parent: For value received and to induce the Seller to execute this Agreement, the Parent absolutely and unconditionally guarantees to Seller the prompt and full payment of the Guaranteed Deferred Purchase Price in accordance with and subject to the provisions of Section 2.6 above; *provided, however,* the Seller and the Principal Shareholders agree that, with respect to the Guaranty, the Parent shall be entitled to all rights and defenses afforded to the Buyer under this Agreement or at law or in equity. The Parent waives notification of acceptance of this Guaranty.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement which is effective as of the date first written above.

BUYER

NI AMERICA OPERATING LLC

By: Ed Wallace
Name: Ed Wallace
Title: CFO

SELLER

HUDSON UTILITIES INC.

By: _____
Robert Bammann, President

PARENT

NI AMERICA CAPITAL
MANAGEMENT, LLC

By: Ed Wallace
Name: Ed Wallace
Title: CFO

PRINCIPAL SHAREHOLDERS

Mathew S. Griffin

Robert (Bob) Bammann

IN WITNESS WHEREOF, the Parties have executed this Agreement which is effective as of the date first written above.

BUYER

NI AMERICA OPERATING LLC

By: _____
Name: _____
Title: _____

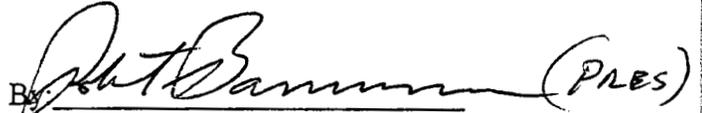
PARENT

NI AMERICA CAPITAL
MANAGEMENT, LLC

By: _____
Name: _____
Title: _____

SELLER

HUDSON UTILITIES INC.

By:  (PRES)
Robert Bammann, President

PRINCIPAL SHAREHOLDERS


Mathew S. Griffin


Robert (Bob) Bammann

EXHIBIT A
BILL OF SALE

DOCUMENT NUMBER-DATE

11229 DEC 27 5

FPSC-COMMISSION CLERK

BILL OF SALE AND ASSIGNMENT

THE STATE OF §
FLORIDA § **KNOW ALL MEN BY THESE PRESENTS:**
§
COUNTY OF _____ §

Pursuant to the terms of that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of December __, 2007 among Hudson Utilities Inc., a Florida corporation ("Grantor"), Ni America Operating LLC, a Delaware limited liability company ("Grantee"), and the shareholders of Grantor named therein, and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell, transfer, deliver, assign and convey unto Grantee the Assets, excluding the Real Property (which is being conveyed pursuant to a separate General Warranty Deed). All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

TO HAVE AND TO HOLD THE Assets, together with all rights and appurtenances thereto in anyway belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors to WARRANT, COVENANT, AGREE and FOREVER DEFEND good and marketable title to the Assets unto Grantee, its successors and assigns, to and for its use forever, against the lawful claims of any and all persons lawfully claiming or to claim the same or any part hereof.

The Assets are hereby conveyed free and clear of all claims, liens, mortgages, security interests, charges, leases, encumbrances, licenses, or sublicenses and other restrictions of any kind and nature except for the Permitted Encumbrances.

Except as otherwise provided in the representations made by the Grantor in the Purchase Agreement, which shall survive the Closing in accordance with the terms thereof, the Assets are being conveyed to Grantee "as is" and without warranty as to condition, and Grantee accepts the Assets "as is".

Grantor hereby constitutes and appoints Grantee, its successors and assigns, the true and lawful attorney of Grantor for and in the name or otherwise on behalf of Grantor, with full power of substitution, to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the Assets to Grantee, its successors and assigns. The power of attorney contained herein, being coupled with an interest, shall not be revoked by the dissolution of Grantor or be otherwise revocable.

If any term or provision hereof shall be held to be invalid or unenforceable for any reason, such term or provision hereof shall be ineffective to the extent of such invalidity or

unenforceability without invalidating or otherwise affecting the remaining terms and provisions hereof, which shall remain in full force and effect, nor shall the invalidity or a portion of any provision of this Bill of Sale affect the balance of such provision.

The Assets do not include the Excluded Assets.

This Bill of Sale shall be binding upon and shall enure to the benefit of the parties hereto and their respective permitted successors and assigns.

This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Florida.

Nothing herein shall be deemed to alter, amend, or supersede the Purchase Agreement, the terms of which shall in all respects be controlling.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale and Assignment as of the _____ day of December, 2007.

GRANTOR:

HUDSON UTILITIES, INC.

By: _____
Name: _____

STATE OF FLORIDA §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority on this day personally appeared _____, _____ of HUDSON UTILITIES INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of December, 2007.

Notary Public in and for the State of Florida

Printed Name: _____
My Commission Expires: _____

EXHIBIT B
GENERAL WARRANTY DEED

DOCUMENT NUMBER-DATE

11229 DEC 27 8

FPSC-COMMISSION CLERK

Ni America Operating LLC
10913 Metronome
Houston, Texas 77043
Attention: Michael J. Ashfield

Current taxes on the Property have been prorated and payment thereof is assumed by Grantee.

EXECUTED this ____ day of December, 2007.

HUDSON UTILITIES INC., a Florida corporation

By: _____
Name: _____
Title: _____

THE STATE OF FLORIDA §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of December, 2007, by _____, _____, of HUDSON UTILITIES INC., a Florida corporation, on behalf of said corporation.

Notary Public

Printed Name of Notary

My Commission Expires: _____

EXHIBIT A

Easement Instruments

1. A permanent utility easement granted by John E. Montana to Hudson Utilities, Inc. by instrument dated April 27, 1994 recorded in OR Book 3297 Page 0198 in the Office of the Circuit Court Clerk for Pasco County, Florida.
2. A Permanent Utility Easement granted by Ronald G. Jackson to Hudson Utilities, Inc. by instrument dated June 19, 1995 recorded in OR Book 3521 Page 242 in the Office of the Pasco County Clerk, Pasco County, Florida.
3. A Permanent Utility Easement granted by Nicholas A. & Connie Mudry to Hudson Utilities, Inc. dated June 16, 1994 recorded in OR Book 3432 Page 605 in the Office of the Pasco County Clerk, Pasco County, Florida.
4. A Permanent Utility Easement granted by Robert Bammann and Judith E. Bammann, husband and wife, to Hudson Utilities, Inc. by instrument dated May 30, 1995 recorded in OR Book 3440 Page 549 in the Office of the Pasco County Clerk, Pasco County, Florida.
5. A Permanent Utility Easement granted by Vynita V. Cogar to Hudson Utilities, Inc. by instrument dated December 5, 1990 recorded in OR Book 1980 Page 1944 in the Office of the Circuit Court Clerk for Pasco County, Florida.
6. A Permanent Utility Easement granted by Robert and Judith Bamman to Hudson Utilities, Inc. instrument dated October 23, 1998 recorded in Book ____ Page ____ in _____.
[Unrecorded?]
7. Easement granted by Robert Bammann and Judith E. Bammann, husband and wife, to Hudson Utilities, Inc. by instrument dated May 30, 1995 recorded in Book 3432 Page 606 in the Office of the Pasco County Clerk, Pasco County, Florida.
8. A Permanent Utility Easement granted by The Foundation For Computer Education, Inc. to Hudson Utilities, Inc. by instrument dated September 22, 1998 recorded in Book ____ Page ____ in _____. [Unrecorded?]
9. A utility easement granted by Roger Culler Lawn & Landscaping Inc. to Hudson Utilities, Inc. by instrument dated August 15, 2002 recorded in OR Book 5556 Page 1723 in the Office of the Pasco County Clerk, Pasco County, Florida.
10. Easement granted by District School Board of Pasco County, Florida to Hudson Utilities, Inc. by instrument dated October 20, 1987 recorded in Book ____ Page ____ in _____. [Unrecorded?]
11. A Permanent Utility Easement granted by Richard R. and Daun R. Sautter to Hudson Utilities, Inc. by instrument dated May 16, 1994 recorded in OR Book 3298 Page 1841 in Office of the Circuit Court Clerk for Pasco County, Florida.
12. Easement granted by Donald Royston and Mary Royston to Hudson Utilities, Inc. by instrument dated August 8, 1990 recorded in OR Book 1980 Page 1942 in the Office of the Circuit Court Clerk for Pasco County, Florida.

Exhibit A

HOUSTON 957307v2

DOCUMENT NUMBER-DATE

11229 DEC 27 8

FPSC-COMMISSION CLERK

13. Easement granted by Donald Royston and Mary Royston to Hudson Utilities, Inc. by instrument dated August 8, 1990 recorded in OR Book 1980 Page 1943 in the Office of the Circuit Court Clerk for Pasco County, Florida.

EXHIBIT B
Permitted Encumbrances

HOUSTON 957307v2

Exhibit B

DOCUMENT NUMBER-DATE
11229 DEC 27 5
FPSC-COMMISSION CLERK

HUDSON UTILITIES/NI AMERICA

LIST OF SCHEDULES TO
ASSET PURCHASE AGREEMENT

1. Schedule 1.1 Excluded Assets (sent with APA)
2. Schedule 2.4 Assumed Liabilities (PDF)
3. Schedule 3.1(b) Shareholders (sent with APA)
4. Schedule 3.1(g) No Violation Exception (sent with APA)
5. Schedule 3.1(m) Material Tangible Property (sent with APA)
6. Schedule 3.1(n) Permits (PDF)
7. Schedule 3.1(t) Customer Account (disc – previously sent)
8. Schedule 6.1(a) Real Property (sent with APA)
9. Schedule 6.3 Permitted Exceptions (PDF)

DOCUMENT NUMBER-DATE

11229 DEC 27 5

FPSC-COMMISSION CLERK

SCHEDULE 1.1
EXCLUDED ASSETS

1. 1999 Toyota Avalon XL – VIN #4T1BF18B8XU314500
2. 2004 Chevrolet Silverado 1500 – VIN #1GCEK14V74Z338895
3. 2005 Toyota RAV4 – VIN #JTEHD20V456037261
4. 2005 Toyota Tundra – VIN #5TBJT32195S471676
5. Two (2) Toshiba Laptop computers

SCHEDULE 2.4
ASSUMED LIABILITIES

1. Lease, dated May 1, 1992, between Robert Bammann, as Owner, and Hudson Utilities, Inc., as Tenant, for office located at 14334 Old Dixie Highway, Hudson, Florida 34667; as extended by that certain Agreement for Extension of Lease, dated May 1, 2007, between Karen White, as Lessor, and Hudson Utilities, Inc., as Lessee; to be assigned to Buyer upon execution by Buyer of that certain Agreement for Extension & Assignment of Lease, dated _____, 2007, by and between Karen White d/b/a 14334 Old Dixie LLC and Buyer.
2. Agreement for Water Meter Readings and Other Related Services, dated January 7, 2004, between Hudson Waterworks, Inc., a Florida Not For Profit Corporation, and Hudson Utilities, Inc., a Florida corporation.
3. Bulk Wastewater Service Agreement between Hudson Utilities, Inc. and Pasco County, Florida, dated June 5, 1990, as amended by Addendum to Bulk Wastewater Treatment Agreement dated April 28, 1998.
4. Agreement, dated August 30, 1989, between Hudson Utilities, Inc. and Krysher-Delizer, Inc. & East Richey Square Partnership.
5. Agreement, dated November 24, 1989, between Hudson Utilities, Inc. and Club Wildwood Limited, as amended by Addendum to Agreement dated November 24, 1989.
6. Agreement, dated October 1, 1989, between Hudson Utilities, Inc. and Oak Bend Mobile Home Park.

SCHEDULE 3.1(b)

SHAREHOLDERS

	SHAREHOLDER	SHARES OWNED
1.	Robert Bammann	85 ½ shares
2.	Mathew S. Griffin	5 shares
3.	Estate of Charles Griffin	85 ½ shares
4.	Stacey Curl	5 shares

SCHEDULE 3.1(g)
VIOLATIONS BY SELLER OF
ANY ENVIRONMENTAL, HEALTH AND SAFETY LAW

None, other than the Chloride Letters.

SCHEDULE 3.1(m)
MATERIAL TANGIBLE PROPERTY

1. 133,669 linear feet of 8" Mainline Gravity Sewer
2. 502 Manholes (4' diameter)
3. 19,349 linear feet of 6" Service Lines
4. 49,007 linear feet of 4" Service Lines
5. 42 Pumping Stations
6. 3 Flow Meter Stations
7. 65,991 linear feet of Force Mains

(Each of items 1-7 are more particularly described in the Appraisal of Sanitary Sewer System, dated December 31, 2004, provided by Seller to Buyer)

8. 1997 Dodge Ramp pick-up truck VIN: 1B7HC16X7VS223927
9. Ultra Mag 6" Flow Meter (this is a spare meter in the event of a failure of one of the meters in item #6)
10. Sewer snake K-50 Rigid w/50 feet of cable
11. Stihl Cut Saw Model TS 760 AV
12. Dewalt 18 Volt Saw with batteries
13. 24' extension ladder
14. 50 gallon water tank with 3.5 Briggs & Stratton 2" pump
15. 20' of 4" PVC pipe
16. 150' of 6" PVC pipe
17. 50" of 8" PVC pipe
18. Miscellaneous fittings, clamps, test balls, flangers, brackets, slides, tools and barricades
19. Six (6) office desks

20. Three (3) Comp-U-Save Rebuilt computers (600 Mhz Processors) with standard monitors
21. One (1) Sentry firesafe
22. One (1) Hewlett Packard LaserJet 1100 printer
23. One (1) Hewlett Packard Office Jet fax/copy/scan
24. One (1) Sharp SF 2022 copier
25. Nine (9) filing cabinets, located in office and containing pertinent Utility Information and Customer information (all included)
26. One (1) Oki Microline Form Feed Printer
27. Two (2) Sharp EL-2196 BL adding machines
28. One (1) Basic B/w monitor (4" screen) and one (1) fixed camera (Remington Security)
29. Two (2) folding office tables
30. One (1) Royal Alpha 601 SC cash register.

SCHEDULE 3.1(n)

PERMITS

1. Item 3 on Schedule 2.4 is hereby incorporated by reference.
2. Wastewater Tariff in the name of Hudson Utilities, Inc. filed with Florida Public Service Commission.
3. Florida Public Service Commission – Certificate Number 104-S.

SCHEDULE 3.1(t)
CUSTOMER ACCOUNTS
(see attached)

SCHEDULE 6.1(a)

PROPERTY

1. UTILITY EASEMENTS:

- a. Easement dated April 27, 1994 by and between John E. Montana as Grantor and Hudson Utilities, Inc. as Grantee, recorded in OR Book 3297, at page 0198.
- b. Easement dated June 19, 1995 by and between Ronald G. Jackson as Grantor and Hudson Utilities, Inc. as Grantee, recorded in OR Book 3521, at page 242.
- c. Easement dated June 16, 1994 by and between Nicholas A. Mudry and Connie Mudry, husband and wife, as Grantors and Hudson Utilities, Inc. as Grantee, recorded in OR Book 3432, at page 605.
- d. Easement dated May 30, 1995 by and between Robert Bammann and Judith E. Bammann, husband and wife, as Grantors and Hudson Utilities, Inc. as Grantee, recorded in OR Book 3440, at page 549.
- e. Easement dated December 5, 1990 by and between Vynita V. Cogar, as Grantor and Hudson Utilities, Inc. as Grantee, recorded in OR Book 1980, at page 1944.
- f. Easement dated October 23, 1998 by and between Robert Bammann and Judith E. Bammann as Grantors and Hudson Utilities, Inc. as Grantee. To be recorded prior to Closing.
- g. Easement dated May 30, 1995 by and between Robert Bammann and Judith E. Bammann, husband and wife as Grantor to Hudson Utilities, Inc. as Grantee, recorded in OR Book 3432, at page 606.
- h. Easement dated September 22, 1998 by and between The Foundation for Computer Education, Inc. as Grantor to Hudson Utilities, Inc. as Grantee. To be recorded prior to Closing.
- i. Easement dated August 15, 2002 by and between Roger Culler Lawn & Landscaping, Inc. as Grantor to Hudson Utilities, Inc. as Grantee, recorded in OR Book 5556, at page 1723.
- j. Easement Agreement dated October 20, 1987, by and between District School Board of Pasco County, Florida as Grantor and Hudson Utilities, Inc. as Grantee. To be recorded prior to Closing.
- k. Easement dated May 16, 1994 by and between Richard R. and Daun R. Sautter as Grantor to Hudson Utilities, Inc. as Grantee, recorded in OR Book 3298, at page 1841.

1. Easement dated August 8, 1990 by and between Donald Royston and Mary Royston as Grantors to Hudson Utilities, Inc. as Grantee, recorded in OR Book 1980, at page 1942.

m. Easement dated August 8, 1990 by and between Donald Royston and Mary Royston as Grantors to Hudson Utilities, Inc. as Grantee, recorded in OR Book 1980, page 1943.

2. ADDITIONAL EASEMENTS:

a. Agreement for Water Meter Readings and Other Related Services, dated January 7, 2004, between Hudson Waterworks, Inc., a Florida Not For Profit Corporation, and Hudson Utilities, Inc., a Florida corporation. To be recorded prior to Closing.

b. Bulk Wastewater Service Agreement between Hudson Utilities, Inc. and Pasco County, Florida, dated June 5, 1990, as amended by Addendum to Bulk Wastewater Treatment Agreement dated April 28, 1998. To be recorded prior to Closing.

c. Agreement, dated August 30, 1989, between Hudson Utilities, Inc. and Krysher-Delizer, Inc. & East Richey Square Partnership. To be recorded prior to Closing.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment"), is entered into effective as of December 19, 2007 among Ni America Operating LLC, a Delaware limited liability company ("Assignor"), and Ni Florida, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, (i) Assignor, (ii) Ni America Capital Management LLC, a Delaware limited liability company (the "Parent"), (iii) Hudson Utilities, Inc., a Florida corporation (the "Seller"), and (iv) Mathew (Mat) S. Griffin and Robert (Bob) Bammann (collectively, the "Principal Shareholders") entered into that certain Asset Purchase Agreement dated as of December 19, 2007 (the "Purchase Agreement"), pursuant to which Seller agreed to sell, and Assignor agreed to purchase the water utility business known as Hudson Utilities, located in Pasco County, Florida;

WHEREAS, Section 11.13 of the Purchase Agreement permits Assignor to assign the Purchase Agreement to Assignee without having to obtain the consent of Seller;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right and title to, and interest in, the Purchase Agreement.
2. Assignee hereby assumes and agrees to perform, discharge and satisfy, all of the Assignor's liabilities and obligations under the Purchase Agreement when due or performable.
3. Assignee shall indemnify, defend and hold harmless Assignor and its shareholders, partners, members, managers, officers, directors, employees, attorneys, agents and representatives, and their successors and assigns, from and against any and all demands, claims, liabilities, losses, obligations, causes of action, damages, fines, penalties, costs, and expenses, including reasonable attorneys' fees, court costs, and other costs of suit, which arise out of, or are attributable to, Assignee's breach of its covenants under Section 2 of this Assignment or any claim that Assignee breached an obligation under the Purchase Agreement.
4. Assignor represents and warrants to Assignee that (i) Assignor has not previously assigned any of its right, title or interest in the Purchase Agreement, (ii) Assignor is not in breach of any of its obligations under the Purchase Agreement as of the date hereof, and (iii) to the actual knowledge of Assignor, Seller is not in material breach of any of its obligations under the Purchase Agreement as of the date hereof.
5. Assignor agrees with Assignee that it shall duly execute and deliver all such further instruments of sale, transfer, and conveyance and all such notices, releases, acquittances, and other documents, as may be necessary to more fully assign and convey to and vest in Assignee the Purchase Agreement.

6. This Assignment has been executed and delivered on behalf of Assignor and Assignee by their respective duly authorized officers, and shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

7. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law rules or principles.

8. This Assignment may be executed in several counterparts, including through facsimile signatures, each of which is an original and all of which constitute one and the same agreement. No party shall become bound by this Assignment until all parties hereto have affixed their respective signatures hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

NI AMERICA OPERATING LLC

By: Ed Wallace
Name: Ed Wallace
Title: CFO

ASSIGNEE:

NI FLORIDA, LLC

By: Ed Wallace
Name: Ed Wallace
Title: CFO

EXHIBIT D

A statement describing the financing of the purchase.

The purchase of the Hudson wastewater system was financed through the use of equity financing by Ni America Capital Management, LLC.

DOCUMENT NUMBER-DATE

11229 DEC 27 6

FPSC-COMMISSION CLERK

COMPOSITE EXHIBIT E

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 of ownership interest in the utility.

Ni America Operating, LLC (“Ni Operating”) and Ni Florida, LLC are funded through a related entity, Ni America Capital Management, LLC (“Ni Management”). The financial statements for Ni Management are provided herewith. Additionally, a letter from the CFO, Ed Wallace, is included indicating Ni Management’s ability and intent to provide funding necessary to Ni Florida.

Ni Management is funded through a private equity source, MetalMark Capital LLC, along with management investment.

DOCUMENT NUMBER-DATE

11229 DEC 27 8

FPSC-COMMISSION CLERK

Ni America Capital Management, LLC
Financial Statements
As of and for the Eight Months Ending

<i>Income Statement</i>	<u>August 31, 2007</u>
Ordinary Income/Expense	
Total Income	\$ 120,169
Expense	
Taxes other than Income	927
Miscellaneous Expenses	348
Total Expense	<u>1,275</u>
Net Ordinary Income	118,894
Other Income/Expense	
Other Expense	
Transaction Expenses	76,641
Total Other Expense	<u>76,641</u>
Net Other Income (Loss)	<u>(76,641)</u>
Net Income (Loss)	<u><u>\$ 42,253</u></u>

<i>Statement of Cash Flow</i>	
Operating	
Net Income	\$ 42,253
Working Capital	927
Net cash provided by (used in) Operating Activities	<u>43,180</u>
Investing	
Investment in Ni America Operating LLC	<u>(1,081,591)</u>
Net cash provided by (used in) Investing Activities	(1,081,591)
Financing	
Member Equity	8,257,070
Capital Stock Expense	<u>(1,132,830)</u>
Net cash provided by (used in) Financing Activities	<u>7,124,240</u>
Net cash increase for period	6,085,828
Cash at beginning of period	-
Cash at end of period	<u><u>\$ 6,085,828</u></u>

Ni America Capital Management, LLC
Financial Statements
As of and for the Eight Months Ending

Balance Sheet

Assets	<u>August 31, 2007</u>
Current Assets	
Checking/Savings	
Current and Accrued Assets	\$ 509,801
Cash	
Cash in Bank	
Operating Account Amegy Bank	45,659
Amegy Interest Bearing Account	<u>5,530,368</u>
Cash in Bank	<u>5,576,027</u>
Cash	<u>5,576,027</u>
Total Checking/Savings	<u>6,085,828</u>
Total Current Assets	<u>6,085,828</u>
Other Assets	
Other Property and Investments	<u>1,081,591</u>
Total Other Assets	<u>1,081,591</u>
Total Assets	<u><u>\$ 7,167,420</u></u>
Liabilities & Equity	
Liabilities	
Total Current Liabilities	<u>\$ 927</u>
Total Liabilities	927
Equity	
Members Equity	8,257,070
Capital Stock Expense	(1,132,830)
Net Income	42,253
Total Equity	<u>7,166,493</u>
Total Liabilities & Equity	<u><u>\$ 7,167,420</u></u>



December 19, 2007

Ms. Ann Cole, Director
Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center
Room 110
Tallahassee, FL 32399-0850

Re: Hudson Utilities, Inc. and Ni Florida, LLC's Application for Approval of Transfer of
Hudson Wastewater System

Dear Ms. Cole:

This letter is provided in support of the above-referenced Application. I, Ed Wallace, as CFO of Ni America Capital Management LLC ("Ni Management"), CFO of Ni America Operating LLC ("Ni Operating"), and CFO of Ni Florida, LLC, hereby confirm that I have the requisite authority to provide the necessary financial resources for Ni Florida to own and operate Hudson Utilities, Inc. in accordance with applicable regulatory statutes and rules so as to ensure the health and safety of our customers.

Sincerely,

A handwritten signature in black ink that reads "Ed Wallace".

Edward R. Wallace
CFO
Ni America Capital Management LLC
10913 Metronome
Houston, Texas 77043
713-574-7755

10913 Metronome • Houston, Texas 77043
(281) 304-7441 • Fax: (281) 373-1575

EXHIBIT F

The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

Rate base for the Hudson wastewater system was last established by the Commission in Proposed Agency Action Order No. 23810 issued November 27, 1990 in Docket No. 900293-SU, made final and effective pursuant to Order No. 25787 issued February 24, 1992. The rate base per Hudson's 2006 Annual Report was \$2,643,988. The net book plant per Hudson's September, 2007 financial statements (excluding working capital and debt) is calculated as follows:

Utility Assets, net of depreciation =	\$4,763,000
CIAC, net of amortization =	<u>(\$2,298,000)</u>
Net Book Plant =	\$2,465,000

DOCUMENT NUMBER-DATE

11229 DEC 27 5

FPSC-COMMISSION CLERK

EXHIBIT G

A statement setting forth the reasons for an acquisition adjustment, if one is requested.

Ni Florida is not requesting an acquisition adjustment.

DOCUMENT NUMBER-DATE

11229 DEC 27 6

FPSC-COMMISSION CLERK

EXHIBIT H

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.

Copies of Hudson's federal income tax returns for the years 2005 and 2006 were made available to the Buyer for review at Hudson's main office.

DOCUMENT NUMBER-DATE

11229 DEC 27 5

FPSC-COMMISSION CLERK

EXHIBIT I

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.

Ni Florida, after reasonable investigation, notes the assets appear to be in satisfactory condition and in compliance with applicable standards set by the Department of Environmental Protection. The seller currently has no notices of violation to be addressed; however, as part of its review, Ni Florida noted certain capital improvements to be addressed within a reasonable time period post closing.

DOCUMENT NUMBER-DATE

11229 DEC 27 8

EPSC-COMMISSION CLERK

EXHIBIT J

An affidavit that the notice of actual application was given in accordance with Section 367.045(1), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail.

Exhibit J will be a late-filed exhibit.

DOCUMENT NUMBER-DATE

11229 DEC 27 5

FPSC-COMMISSION CLERK

EXHIBIT K

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.

Exhibit K will be a late-filed exhibit.

DOCUMENT NUMBER-DATE

11229 DEC 27 5

FPSC-COMMISSION CLERK

EXHIBIT L

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.

Exhibit L will be a late-filed exhibit.

DOCUMENT NUMBER-DATE

11229 DEC 27 6

FPSC-COMMISSION CLERK

EXHIBIT M

Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

In lieu thereof, the Joint Applicants have attached a copy of the Agreement between Hudson and Pasco County dated June 5, 1990, for bulk wastewater treatment service and a copy of the Addendum to said Bulk Wastewater Treatment Agreement dated April 28, 1998.

DOCUMENT NUMBER-DATE

11229 DEC 27 5

FPSC-COMMISSION CLERK



PASCO COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

Curtis Law
Chairman
Mike Wells
Vice-Chairman
Sylvia Young
Ann Hildebrand
Allan G. Sefranek

June 7, 1990

Scott Knox, Esquire
3100 U.S. 19 N.
Suite 230
Clearwater, FL 34621

RE: Bulk Wastewater Service Agreement

Dear Sir:

At the Board of County Commissioner's meeting of June 5, 1990, the above-mentioned agenda item was approved. Enclosed you will find an original Contract for your files.

If you have any questions, please contact the Board Records Department at the address or telephone number indicated below.

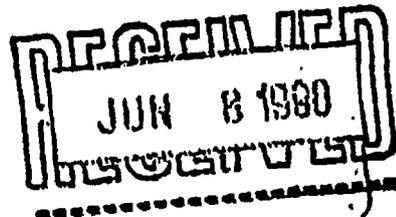
Sincerely,

Jed Pittman
By: *Yvonne R. Usher, D.C.*

JED PITTMAN
Clerk to the Board

JP/yu

Enclosure



Reply to:

705 East Live Oak Avenue — Dade City, Florida 33525 - (904) 521-4274

**AGREEMENT BETWEEN HUDSON UTILITIES, INC.
AND PASCO COUNTY**

THIS AGREEMENT, made and entered into this 5th day of June, 1990, by and between Hudson Utilities, Inc., a Florida Corporation, organized under the laws of the State of Florida, hereinafter referred to as "Hudson" and Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "County".

W I T N E S S E T H

WHEREAS, Hudson has received a certificate from the Florida Public Service Commission authorizing the provision of public sewer collection service to an area located in the northwest portion of the County pursuant to Chapter 367.041, Florida Statutes; and,

WHEREAS, Hudson is seeking to expand its public wastewater collection system to the certificated area for the purpose of providing centralized sewer and eliminating private disposal systems; and,

WHEREAS, Hudson has an existing utility service agreement with the County providing for bulk wastewater treatment and has requested the County to provide such bulk wastewater treatment service for the proposed expansion of Hudson's system; and,

WHEREAS, subject to the conditions and limitations set forth herein, the County desires to provide bulk wastewater treatment services to Hudson for the purpose of offering centralized wastewater services from the County's Hudson Subregional Wastewater Treatment Plant which presently possesses sufficient excess

capacity to provide such treatment; and,

WHEREAS, in conjunction with the requested service the County desires to provide certain standards for the expansion of the Hudson's wastewater treatment system and certain requirements for the quality of effluent delivered by Hudson to the County for treatment.

NOW, THEREFORE, in consideration of the premises which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions set forth herein, the County and Hudson intending to be legally bound thereby, agree as follows:

Section 1. Purpose.

It is the purpose and intent of this Agreement to provide for central public sewer services to existing homes and structures and future homes and structures located in the certificated area of Hudson Utilities, Inc. and to provide for additional assurances of timely payment to the County of all costs incurred in the provision of such service by the County, including, but not limited to, cost of operation and maintenance, debt service costs, capital costs, renewal and replacement costs, and expansion costs. All terms and conditions contained herein shall be read and interpreted in a manner consistent with and in furtherance of this purpose and intent.

Section 2. Bulk Wastewater Treatment Service.

1. Subject to the conditions and limitations set forth herein, the County, shall provide bulk wastewater treatment services to Hudson. Such services shall be provided through the

existing connection with Hudson Utilities, Inc.'s system. Hudson, agrees to change this connection, at no cost to the County, if determined necessary by the County to continue service under this Agreement. The location and type of connection shall be approved by the County prior to the time that the work is actually performed. Such work shall be supervised and directed by the County and must meet all applicable State and County standards. It shall be the responsibility of Hudson to furnish proof from its staff, engineer, or other appropriate source to the County's Utility Director and/or other appropriate members of the staff, of the comparability and equivalency of all such material and standards of performance as previously mentioned.

a. Hudson shall install, within thirty (30) days of the effective date of this Agreement, an appropriate metering device(s) at all points of connection which is acceptable to the County for the purposes of determining the amount of wastewater treatment services being provided by the County pursuant to this Agreement. It shall be the responsibility of Hudson to pay all costs associated with the purchase, installation and repairs of such meter(s). The County shall own and operate the meter(s) and the County shall have the absolute right of access for testing, reading purposes, and for any necessary repairs to maintain the integrity of the County's wastewater collection system. Hudson shall also be provided reasonable access to the meter(s) for testing and reading purposes.

2. Meter Reading and Payments - the County will invoice

Hudson on a monthly basis in accordance with meter readings taken. Hudson shall make payment based upon the meter readings within thirty (30) days after receipt of the invoice from the County. In the event that the payment is not made within thirty (30) days after receipt of the invoice, Hudson agrees to pay interest or penalties as established from time to time in the County's utility service regulations on the outstanding balance until paid in full. Nothing contained herein, including the charging of interest, shall extend the due date for any payment and any failure to pay on or before the due date shall be considered a default under the terms of this Agreement. Hudson shall be liable for the costs of the purchase and installation of any meters or similar equipment or devices used to measure the amount of wastewater treated. In the event Hudson disputes the accuracy of any meter reading, it must demonstrate through appropriate calibration testing that the meter is either not properly calibrated or is not functioning properly.

3. Monthly Service Rate - Hudson agrees to pay the County a service rate of Four and 13/100 (\$4.13) Dollars per thousand gallons of wastewater treated based upon the meter readings provided, however, that this rate, including any or all components thereof as identified in Section 1., may be adjusted upward or downward by the Board of County Commissioners from time to time in accordance with the County's rate setting procedures.

4. Impact Fees - In addition to the monthly service rate Hudson agrees to pay impact fees to the County as follows:

a. New Development - Hudson agrees that any new

development within its service area will pay to the County, uniform commitment and impact fees in amounts equivalent to those fees charged by the County for its retail utility customers as established from time to time by the Board of County Commissioners, which fees will be collected by the County in accordance with its Sewer Use Ordinance. However, in the event the County adopts a bulk wastewater impact fee for new development subsequent to the execution of this Agreement said new development shall pay the bulk impact fees established by the Board of County Commissioners from time to time for connections made to Hudson's system after such adoption. Said fees shall be paid to the County prior to connection of any new development to Hudson's systems and will be collected by the County in the same manner as the County collects impact fees for its utility system

b. Existing Development - Hudson and the County agree that no separate, upfront impact fees will be charged for existing structures or development as of the date of this Agreement which are either presently connected to Hudson's system or which are located in Hudson's approved certificated area and are to be connected to Hudson's System in the future.

5. Treatment Capacity - The County agrees to treat wastewater pursuant to this Agreement, provided sufficient capacity is available at the County's wastewater treatment facilities and all appropriate permits have been obtained by Hudson from State regulatory agencies.

a. Hudson agrees to abide by the Pasco County Sewer Use

Ordinance including the Regulations for Discharge to Pasco County Wastewater System, (attached as Exhibit "B"), in its entirety and as it may be changed from time to time by requirement of Federal or State authorities and/or by the County.

b. Hudson agrees that it shall not engage in wastewater treatment services on its own, or utilize treatment services from others during the term of this Agreement provided the County has available capacity to adequately treat wastewater flows from Hudson.

6. Coordination of Flows - Hudson will cooperate in every possible way with the County to coordinate flows into the plant so that they shall not exceed the permitted per day maximum for the plant.

7. Notwithstanding any other provisions contained herein, the County shall not be liable for any damages as the result of the inability or failure to provide sewage treatment services pursuant to this Agreement either on a temporary, emergency or permanent basis. The County shall use its best efforts to provide the treatment capacity needed by Hudson, to service its customer. Notwithstanding the foregoing, the County reserves the right to proportionately reduce the gallonage made available under this Agreement to comply with reduced treatment capacity as restricted from time to time by governmental regulatory authorities.

8. Public Sewer Collection System - Hudson shall, at its expense:

a. Purchase, install, repair, or maintain its entire

wastewater collection system, including all sewer lines, master meters, and other facilities and appurtenances that may be necessary in order to tap into or make connections with the County's wastewater system;

b. Caused to be conducted all investigations and testing that may be required in order for Hudson to tap into said system, including all design, construction, repair, and maintenance of said connection equipment; and,

c. Cause all sewer lines, master meters, and all other facilities required for the connection to the County system to be repaired and maintained in accordance with appropriate standards and specifications.

9. Permits - Hudson shall have the responsibility of securing and maintaining all necessary permits from all governmental agencies having regulatory authority of Hudson's public sewer collection system. The County shall have the same responsibility as to its sewer system.

10. Quantity Deficiencies - The County shall not be liable in damages to Hudson in the event that the quantity of sewage to be treated under this Agreement shall be curtailed or diminished at no fault of the County.

Section 3. General Provisions.

1. This Agreement shall be executed in two counter-parts, each of which will be considered an original. This Agreement is binding upon the successors and assignees of the parties hereto. The provisions of this Agreement constitute the entire terms and

provisions of this Agreement between the parties hereto, and no amendment or alteration shall be binding unless the party affected thereby shall have executed a written instrument amending the Agreement. Whenever one party gives notice to the other party concerning any of the provisions of this Agreement, such notice shall be given by certified mail return receipt required. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows:

PASCO COUNTY:

County Administrator
Pasco County Government Center
7530 Little Road, Room 203
New Port Richey, Florida 34654

HUDSON UTILITIES, INC.:

Robert Bammaun
206 River View Drive
New Port Richey, Florida 34652

These addresses may be changed by giving notice as provided for in this paragraph.

2. No waiver of breach of any of the terms of this Agreement shall be construed to be a waiver of any succeeding breach.

Section 4. Default.

1. If either party materially fails or defaults in keeping, performing or abiding by the terms and provisions of this Agreement, then the non-defaulting party shall give written notice to the defaulting party specifying the nature of the default. If the defaulting party does not cure the default within thirty (30) days after the date of written notice, then this Agreement, at the option of the non-defaulting party, shall terminate. Neither party

shall be relieved of liability to the other for damages sustained by virtue of any party wrongfully exercising this provision. This paragraph is not intended to replace any other legal or equitable remedies available to any non-defaulting party under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any failure to make timely payments shall be considered a material default under the terms of this Agreement without the necessity for any written notice to Hudson.

Section 5. Term.

This Agreement shall have a term of twenty-five (25) years commencing on the date of execution of this Agreement. This Agreement shall not be considered an obligation on the part of Pasco County to perform in any way other than as indicated in this Agreement. The County shall not be obligated under the terms of this Agreement to treat additional sewage from Hudson in or from areas outside its certificated area or other areas intended to be served by Hudson, all as identified on Exhibit "A", unless the County issues written notification that it does not object to such additional service. The County shall not be obligated to serve customers inside its own service limits and that it reserves the right to act in the best interest of those customers in all circumstances.

Section 6. Utility System Charges.

Hudson shall fix, revise, maintain and collect such fees, rates, rentals or other charges for the use of the products, services and facilities of its utility system as shall be necessary

to fund the timely payment of its respective obligations and liabilities under this Agreement. Hudson shall maintain its utility system operation and maintain accounts throughout the term of this Agreement for the purpose of paying its obligations and liabilities hereunder.

Section 7. Miscellaneous Provision.

1. In the event the County's performance of this Agreement is prevented or interrupted by consequent of an act of God, or of the public enemy, or national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sink holes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping, transmissions or other facilities, governmental rules or acts or orders or restrictions of regulations or requirements, acts or actions of any government, except the County, or public or governmental authority or commission or board or agency or official or officer, or judgment or a restraining order or injunction of any court, the County shall not be liable for such non-performance, and the time of performance shall be extended for such time period that the County is diligently attempting to perform.

2. The parties hereto agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take other

actions as may be reasonably required to carry out the intent of this Agreement.

3. This Agreement shall be binding upon the heirs, representatives and assigns of the parties hereto and the provisions hereof shall constitute covenants running with the land for the benefit of the heirs, representatives and assigns of the party. However, this Agreement shall not be assigned by Hudson without the express permission of the County; however, such consent shall not be unreasonably withheld by the County.

4. In the event the County ever elects to exercise its power of eminent domain for the purpose of acquiring all, or any part of the utility system which may be owned by Hudson, the County will not be required to pay Hudson for any value which might be attributable to the services provided by the County under the terms of this Agreement. In other words, such services provided by the County under this Agreement shall have no residual value in the event the County seeks to condemn all, or any part, of Hudson's system. This shall not be construed as a waiver of any defense, including the defense of lack of authority, Hudson may have to such an action by the County or to any claim for compensation as an ongoing business concern.

5. Hudson agrees that upon execution of this Agreement that it will immediately file the same with the Florida Public Service Commission and, if Commission approval is required, Hudson will use its best efforts to obtain such approval from the Commission. Notwithstanding any other provisions of this Agreement, in the

event the Florida Public Service Commission approval of this Agreement is required prior to its effectiveness, the same must be approved in its entirety as a condition precedent to the effectiveness of the Agreement and the effective date of this Agreement shall be the date of approval by the Florida Public Service Commission.

6. As further consideration of the mutual covenants and conditions contained herein, Hudson agrees to dismiss, with prejudice, its complaint against Pasco County filed in Circuit Court, Case No. 90-1966CA, and the County agrees to withdraw its objections to Hudson's request for extension of its certificated area presently pending before the Florida Public Service Commission in Case No. 90-001031 (DOAH).

7. This Agreement shall superseded and replace the existing Agreement between Pasco County and Hudson Utilities, Inc. for bulk wastewater services.

EXECUTED this 5th day of June, 1990, in Pasco County, Florida.

[SEAL]

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

BY Jed Pittman 6-5-90
Jed Pittman
Clerk

BY Curtis L. Law
Curtis L. Law
Chairman

by: Yvonne J. Wimer, o.e.

WITNESSES:

HUDSON UTILITIES, INC.

Richard D. Johnston
Cecily W. Fenlon

By Robert Berman (PRES)
President

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

By Ben Harill
Attorney

A:\hudson.agt

EXHIBIT "B"

SECTION 12. REGULATION OF DISCHARGE

- (1) Purpose - It is the purpose of this section to establish rules and regulations concerning discharges to the system, including the determination of the acceptability of discharges; the pretreatment of discharges; and establishing specific limitations on certain discharges.

- (2) Access to Premises for Inspection of Discharge - Inspection Chamber May Be Required - The Director shall at all times have free access to the premises of any user of its facilities, and free access to the premises of any person reasonably believed by the Director to be a user or possible user of its facilities, for the purpose of inspecting, sampling, or testing the discharge emanating therefrom, in order to determine whether such discharge, or potential discharge, is acceptable or unacceptable to the County. Where necessary, the Director may require the owner of any premises which discharges to the system to install a suitable inspection chamber together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the discharge, or potential discharge. Such chambers, when required, shall be constructed in accordance with plans approved by the Director. The chamber shall be installed at the owner's expense and shall be maintained by him so as to be safe and accessible at all times.

- (3) Acceptability or Unacceptability of Discharge - Determination by County - The Director shall determine the acceptability or unacceptability of any discharge to the system. Such a determination shall be made on the basis of sound engineering and operational evaluations taking into consideration the nature and concentration of the discharge, its point of entry into the system, its compatibility with other discharges in the system, its compatibility with the treatment facility receiving it, and all other factors pertinent to the effect of the discharge on any part of the system or treatment process.
- (4) Unacceptable Discharges - Unacceptable discharges shall include, but not necessarily be limited to those which have been determined by the Director to:
- (a) Contain materials or substances which would constitute a hazard to life and limb of personnel engaged in inspection, maintenance, and operation of the system.
 - (b) Contain materials or substances which are toxic as defined in these regulations.
 - (c) Contain materials or substances which are in any way deleterious to any part of the system.
 - (d) Contain concentrations of any toxic or deleterious materials or substances in excess of any limits set thereon in accordance with these regulations.
 - (e) Cause the County to incur excessive expense in the handling or treatment thereof.
 - (f) Be incompatible with the treatment process or inhibit the performance of the treatment process at a County treatment facility.

- (g) Be of such volume or contain such BOD, suspended solids, or other material load which could cause the treatment facility to exceed its design capabilities.
 - (h) Cause a treatment facility of the County to fail to meet effluent requirements set by State and Federal Regulatory agencies or cause such effluent to have a degrading effect on the receiving body of water.
 - (i) Contain viable pathogenic organisms in such quantities as to be a hazard to public health.
 - (j) Cause a treatment facility of the County to fail to meet effluent requirements as established under the County's Operation Permit for its sewage treatment plants.
- (5) Unacceptable Discharge - Refusal of Service - The Director may refuse the service of the County's facilities to any person whose discharge is determined by the Director to be unacceptable in accordance with the provisions of this section.
- (6) Unacceptable Discharges - Pretreatment Permitted - Any person whose discharge has been determined by the Director to be unacceptable in accordance with the provisions of this section may apply to the Director for Permission to pre-treat such discharge by the use of a method of pre-treatment designed to render said discharge acceptable. Any industry discharging to the County sewer system more than 50,000 gallons per day or any discharger so designated as a potential problem discharge by the Director shall comply with the following:
- (a) In order to provide for accurate sampling and measurement of industrial wastes, each designated discharger shall provide and maintain, on each of its industrial waste outlet sewers, a large manhole or sampling chamber to be

located outside or near its plant boundary line. If inside the plant fence, there shall be a gate near the sampling chamber with a key furnished to the County. There shall be ample room provided in each sampling chamber to enable convenient inspection and sampling by the County, or its agent.

- (b) Each sampling chamber shall contain a Parshall flume, accurate weir, or similar device, with a recording and totalizing register for measurement of the liquid quantity; or the metered water supply to the industrial plant may be used as the liquid quantity where it is substantiated that the metered water supply and waste quantities are approximately the same, or where a measurable adjustment can be made in the metered supply to determine the liquid quantity. The measuring, totalizing, recording devices are to be supplied, installed, and maintained by the owner.
- (c) Samples shall be taken every hour, properly refrigerated and composited in proportion to the flow for a representative 24-hour sample. Such sampling shall be repeated on as many days as necessary to insure representative quantities for the entire reporting period. Industrial plants, with wide fluctuations in quantities of wastes, will require an automatic sampler paced automatically by the flow-measuring device. Minimum requirements for representative quantities shall include reevaluation during each quarterly period. The determination of representative quantities shall include not less than three consecutive days of 24-hour composite samplings taken during periods of normal operation, together with acceptable flow measurements. The frequency of sampling, sampling chamber, metering device, sampling methods, and analysis of samples shall be subject, at any time, to inspection and verification by

the County. Sampling and measuring facilities shall be such as to provide safe access for authorized personnel of the County for making such inspection and verification. Plans for sampling chambers, with their location shown on a site plan shall be submitted to the County.

- (d) The owner of each facility discharging industrial wastes shall submit monthly to the County, on forms supplied by the County, a certified statement of the quantities of its wastes discharged into the sewers and sewage works of the County or into any sewer connected therewith. Copies of pertinent water bills shall be submitted with the above statement. Such documents shall be filed with the County not later than the tenth day of the following month. A separate statement shall be filed for each industrial plant. The total quantities of wastes to be measured and certified by the owner shall be: (1) liquid in gallons, (2) five-day BOD in pounds, (3) suspended solids in pounds, on a dry solids basis, (4) total phosphorus in pounds, (5) total Kjeldahl nitrogen in pounds, and (6) COD in pounds.

- (7) Unacceptable Methods of Pre-treatment - Review by County - Refusal of Pre-treatment Method - The acceptability of a pre-treatment method for any given discharge, an application for which has been made in accordance with these regulations and the terms for the installation and use thereof, shall be reviewed and determined by the Director. Such a review shall be made on the basis of sound engineering and operational evaluations taking into consideration all factors pertinent to the effect of the discharge both before and after pre-treatment on any part of the system.

- (8) Inspection of Pre-treatment Facilities by County -

Pre-treatment facilities shall at all times be subject to inspection by the Director in order to determine if such facilities are efficiently performing the function for which they are installed.

- (9) Cost of Pre-treatment to be borne by User - All costs incident to pre-treatment and all expenses incident to the acquisition, installation, operation, maintenance, and repair of pre-treatment facilities shall be borne by the user. In addition, any extraordinary administrative or investigative expenses incurred by the County as a result of the installation and use of pre-treatment facilities shall be charged to the user.
- (10) Discharge of Certain Materials and Substances Prohibited - No person shall release or cause to be released or allow to run, leak or escape into the County's sewerage system any discharge containing any materials or substances considered by the County to be toxic as defined in these regulations or to be in any way deleterious to any part of the County's sewerage system or treatment process. Certain materials shall by their nature be considered by the County to be toxic or deleterious except in small quantities or concentrations. Such materials or substances shall include, but not necessarily be limited to
- (a) Construction materials, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, paunch manure, fur, wax, or any solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewerage system.
 - (b) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquids, solids, or gases.

- (c) Steam or hot water above 150° Fahrenheit (65° Centigrade).
- (d) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 33° and 150° F (1° C and 65° C).
- (e) Any waters or wastes having a pH lower than 5.5 or higher than 10 or having any other corrosive property apt to cause damage or hazard to structures, equipment of the sewerage system, or personnel employed in its operations.
- (f) Any water or waste containing readily releasable cyanide (cyanide released at a temperature of 150°F (65°C) and pH = 2.5) in excess of 2 mg/l; any water or waste containing total cyanide in excess of 5 mg/l.
- (g) Coal tar, its derivatives and waste.
- (h) Any liquids or wastes containing toxic or poisonous substances in sufficient quantities or rate of flow as to injure or interfere with any of the sewage treatment process, to constitute a hazard to human beings or animals, or to create any hazard in the receiving waters.

(11) Discharge of Certain Materials Permitted Conditionally -

Certain toxic substances and pathogenic bacteria, admission of which into the system would otherwise be prohibited, shall be acceptable in a discharge if: (1) reduced by treatment at the source to a point that will meet the general purposes of these rules and regulations or come within any applicable standards set thereon now or hereafter in accordance with these regulations, or (2) discharged in such small concentrations so as

to not be injurious to personnel, sewers, any biochemical, biological, or other sewage treatment process, or receiving waters. Such substances shall include, but not necessarily be limited to:

- (a) any alcohols, antibiotics, arsenic, arsenicals, bromine, iodine, chlorine, copper, copper salts, cresols, creosotes, fluorine, formaldehydes, mercury, mercuricals, phenols, phenol derivatives, silver, silver compounds, silvermides, toxic dyes (organic and mineral), or zinc;
- (b) any strong oxidation agents such as chromates, dichromates, permanganates, or peroxides;
- (c) any chemical compounds producing toxic, flammable, or explosive gases either upon acidification, alkalization, oxidation or reduction;
- (d) any strong reducing agents such as nitrates, sulphides, sulfites, and thiosulphates;
- (e) any waste from industrial processes, hospital procedures or commercial processes containing viable pathogenic organisms.

(12) Specific Limitations on Certain Materials and Substances 1.

Discharge - Compatibility with Regulatory Agency Requirements

- Table 1 lists the maximum allowable values for certain materials in, or characteristics of, wastewater entering the County's sewerage systems. The County reserves the right to establish standards for substances not contained in this list. In setting additional standards the County will generally follow the standards of the Water Pollution Control Federation. In defining and interpreting the values in Table 1, reference shall be made to Standard Methods for the

Examination of Water and Wastewater, American Water Works Association, latest edition.

TABLE 1

<u>Material</u> or <u>Characteristic</u>	<u>Maximum</u> <u>Allowable</u> <u>Value</u>
Boron	1.0 ppm
Chromium, total	10.0 ppm
Copper	10.0 ppm
Cyanides	2.0 ppm
Cadmium	2.0 ppm
Lead	0.1 ppm
Mercury	2.0 ppm
Nickel	10.0 ppm
Zinc	10.0 ppm
Iron	25.0 ppm
Phenols	0.5 ppm
BOD	210.0 ppm
Suspended Solids	210.0 ppm
pH	5.5 - 9.5
Temperature	105° F

The above limitations are intended to apply generally to all industrial users within the County's sewerage system. If and when State or Federal regulatory agency regulations require a specific pretreatment concentration for a specific industry, whichever is the more stringent concentration level between these regulations and such regulations will apply.

(13) Discharge Containing Ground Garbage - Approval of Certain Size Grinders Required - Any discharge to the County's sewerage system containing garbage may be made acceptable by means of grinding and dilution, provided however, that the installation of and operation

of any garbage grinder equipped with a motor of three-fourth (3/4) horsepower (0.76 h.p. metric) or greater, shall be subject to review and approval by the County prior to such installation and operation and to periodic inspection by the County thereafter.

(14) Discharges Containing Acids and Bases - Neutralization

Required - Any water or wastes which are unacceptable pursuant to these regulations shall be neutralized, diluted or subjected to some other acceptable method of pre-treatment in order to render it acceptable to the County in accordance with the provisions of this chapter prior to its discharge to the System. If necessary, the use of automatically operating diluting or neutralization and monitoring equipment shall be required. If, upon neutralization, the discharge is sufficiently high in ionic strength as to continue to be unacceptable, further pre-treatment shall be required.

(15) Discharge of Odors - Control by Owner Required - It shall at

all times be the responsibility of the owner to eliminate or control the emission of offensive odors from building sewers to the System or the development of offensive odors in the System as the result of a discharge. Whenever the Director determines that offensive odors emanating from building sewers or resulting from a discharge are present in the System, he shall require the owner to take whatever steps are necessary to eliminate such odors from the System. The cost of any devices which may be necessary to eliminate or control such odors and all attendant expenses shall be borne by the owner.

(16) Prevention of Accidental Release of Unacceptable Substances -

There shall be no connection to the System from any vessel, tank, container, or receptacle of any kind used to receive, hold, store, or in any other way handle any toxic or deleterious materials or substances, the discharge of which is prohibited by these regulations through which quantities of such

materials or substances could accidentally or otherwise be discharged directly or indirectly into the system. Persons who in the course of their business or otherwise transport, store, receive, ship, or in any other way handle or process any such materials or substances shall take precautions to prevent accidental spillage of such substances to any connection, to the system by way of floor drains, basins, catch basins, down spouts, gutters, manholes, or any other such connection. Whenever the Director determines that accidental spillage has occurred through any connection to the system as described above, he shall require the owner to eliminate the connection.

- (17) Accidental Release of Unacceptable Discharge - Notification - Charges - In the event of any accidental release to the system of any unacceptable discharge or of any substances or materials considered by the County to be toxic or deleterious as provided in this chapter, it shall be the responsibility of the user to notify the County immediately, and in no case later than one (1) hour following such a discharge, so that remedial action can be taken. Costs incurred to correct any damage resulting from such a discharge shall be charged to the user and failure to report such a discharge shall result in an additional charge of \$500 in addition to cost of correction. Each such discharge shall be considered separately and costs and charges levied accordingly. Each day on which there is such a discharge shall be and is hereby deemed to be a separate discharge and charges shall be levied accordingly. Such charges shall be collected by the County in the same manner as all other charges set by the County.

- (18) Special Agreements - Application to County - Whenever necessary or expedient in order to carry out the provisions of these regulations, the County may enter into special agreements with users of the County's facilities setting forth

terms under which the discharge of such users will be acceptable to the County. Such agreements shall be made only in accordance with an application therefore made to the Board of County Commissioners.

(19) Discharge of Unpolluted Water Where Storm Sewer is Available -

Whenever separate storm and sanitary sewers are provided, required, or in use in any area of the County, all unpolluted water, roof-runoff, uncontaminated cooling water, sub-surface drainage, or unpolluted industrial process water shall be discharged to the storm sewer. Whenever, in such areas, any such unpolluted water is found to be discharged to a sanitary sewer, the Director shall require such discharge to be connected to the storm sewer at the expense of the user.

(20) Appeal From Determination Regarding Discharge - Any industrial

user whose discharge has been determined by the Director to be unacceptable in accordance with these regulations or who disagrees with any other determination of the Director hereunder may apply to the Board of County Commissioners for a review thereof in accordance with these regulations.

(21) Failure to Comply With Discharge Regulations - Charges - Any

failure to comply with any provision of this chapter in this code shall result in an additional charge against the person or premises so failing to comply in the amount of \$500.00; in addition, said person or premises shall be liable for any damages which occur to the system as a result of such failure to comply with any provision of these regulations, and each such failure to comply shall be and is hereby deemed to be a distinct and separate failure and charges shall be applied accordingly. Such charges shall be collected by the County in the same manner as all other charges set by the County.

(22) No person shall discharge or cause to be discharged any

sanitary wastewater into the storm sewer system without exception.

(23) Cooling and/or condensing water may be discharged to the storm sewer system only if a NPDES Permit is obtained from the FDER.

(24) The industrial users may be required to provide information needed to determine compliance with this Ordinance. These requirements may include:

(a) Wastewater discharge peak rate and volume over a specified time period.

(b) Chemical analyses of wastewaters.

(c) Information of raw materials, processes, and products affecting wastewater volume and quality.

(d) Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use control.

(e) A plot plan of sewers of the user's property showing sewer and pretreatment facility location.

(f) Details of wastewater pretreatment facilities.

(g) Details of systems to prevent and control the losses of materials through spills to the municipal sewer.

SECTION 20. ADMINISTRATION**(1) Wastewater Dischargers**

It shall be unlawful to discharge with a County permit to the wastewater system any wastewater except as authorized by the Director in accordance with the provisions of this Ordinance.

(2) General Permits

(a) All significant users proposing to connect to or to contribute to the County's system shall obtain a Wastewater Discharge Permit before connecting to or contributing to the system.

(b) All existing significant users connected to or contributing to the system shall obtain a Wastewater Contribution Permit within 180 days after the effective date of this Ordinance.

(3) Permit Applications

Users required to obtain a Wastewater Contribution Permit shall complete and file with the County, an application in the form prescribed by the County, and accompanied by a fee as set by the County from time to time. Existing users shall apply for a

Wastewater Contribution Permit within 30 days after the effective date of this Ordinance, and proposed new users shall apply at least 90 days prior to connecting to or contributing to the system. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information:

- (a) Name, address, and location, (if different from the address);
- (b) SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended;
- (c) Wastewater constituents and characteristics including but not limited to those mentioned in Section 12 of this Ordinance as determined by a reliable analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended;
- (d) Time and duration of contribution;
- (e) Average daily and 3 minute peak wastewater flow rates, including daily, monthly and season variations if any;
- (f) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, and appurtenances by the size, location and elevation.
- (g) Description of activities, facilities and plant processes on the premises including all materials which are or could be discharged;
- (h) Where known, the nature and concentration of any pollutants in the discharge which are limited by any County, State, or Federal Pretreatment Standards, and a statement regarding whether or not the pretreatment standards are being met on a

consistent basis and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet applicable Pretreatment Standards;

- (i) If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards; the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. The following conditions shall apply to this schedule:
 - (i) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
 - (ii) No increment referred to in paragraph (i) shall exceed 9 months.
 - (iii) Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the Director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event shall more than 9 months elapse between such progress reports to the Director.
- (j) Each product produced by type, amount, process or processes and

rate of production;

- (k) Type and amount of raw materials processed (average and maximum per day);
- (l) Number and type of employees and hours of operation of plant and proposed or actual hours of operation of pretreatment system;
- (m) Any other information as may be deemed by the County to be necessary to evaluate the permit application.

The County will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the County may issue a Wastewater Contribution Permit subject to terms and conditions provided herein.

(4) Permit Modifications

Within 9 months of the promulgation of a National Categorical Pretreatment Standard, the Wastewater Contribution Permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. Where a user, subject to a National Categorical Pretreatment Standard, has not previously submitted an application for a Wastewater Contribution Permit as required by Section (3), the user shall apply for a Wastewater Contribution Permit within 180 days after the promulgation of the Applicable National Categorical Pretreatment Standard. In addition, the user with an existing Wastewater Contribution Permit shall submit to the Director within 180 days after the promulgation of an applicable Federal Categorical Pretreatment Standard the information required by paragraph (h) and (i) of Section (3).

(5) Permit Conditions

Wastewater Discharge Permits shall be expressly subject to all provisions of this Ordinance and all other applicable regulations, user charges and fees established by the County. Permits may contain the following:

- (a) The unit charge or schedule of user charges and fees for the wastewater to be discharged to a community sewer;
- (b) Limits on the average and maximum wastewater constituents and characteristics;
- (c) Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;
- (d) Requirements for installation and maintenance of inspection and sampling facilities;
- (e) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types and standards for tests and reporting schedule;
- (f) Compliance schedules;
- (g) Requirements for submission of technical reports or discharge reports;
- (h) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the County, and affording the County access thereto;
- (i) Requirements for notification of the County of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;

(j) Requirements for notification of slug discharges;

(k) Other conditions as deemed appropriate by the County to ensure compliance with this Ordinance.

(6) Permits Duration

Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of 180 days prior to the expiration of the user's existing permit. The terms and conditions of the permit may be subject to modification by the County during the term of the permit as limitations or requirements as identified in this Section and Section 12 are modified or other just cause exists. The user shall be informed of any proposed changes in this permit at least 30 days prior to the effective date of change. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

(7) Permit Transfer

Wastewater Discharge Permits are issued to a specific user for a specific operation. A Wastewater Discharge Permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or change operation without the approval of the County. Any succeeding owner or user shall also comply with the terms and conditions of the existing permit.

(8) Compliance Date Report

Within 90 days following the date for final compliance with applicable Pretreatment Standards or, in the case of a new source, following commencement of the introduction of wastewater into the system, any user subject to Pretreatment Standards and Requirements

shall submit to the Director a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements and the average and maximum daily flow for these process units in the user facility which are limited by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment is necessary to bring the user into compliance with the applicable Pretreatment Standards or Requirement. The statement shall be signed by an authorized representative of the industrial user, and certified by a qualified professional.

(9) Periodic Compliance Reports

- (a) Any user subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard, or in the case of a new source, after commencement of the discharge into the system, shall submit to the Director during each quarterly period, unless required more frequently in the Pretreatment Standard or by the Director, a report indicating the nature and concentration, of pollutants in the effluent which are limited by such Pretreatment Standards. In addition, this report shall include a record of all daily flows which during the reporting period exceeded the average daily flow reported. At the discretion of the Director and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Director may agree to alter the months during which the above reports are to be submitted.
- (b) The Director may impose mass limitations on users which are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the report required by a subparagraph (a) of this paragraph shall

indicate the mass of pollutants regulated by Pretreatment Standards in the effluent of the user. These reports shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the Director, or pollutants contained therein which are limited by the applicable Pretreatment Standards. All analysis shall be performed in accordance with procedures established by the Approval Authority pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136 and amendments thereto or with any other test procedures approved by the administration. Sampling shall be performed in accordance with the techniques approved by the Approval Authority (DER).

(10) Sampling Technique

Where 40 CFR, Part 136 does not include a sampling or analytical technique for the pollutant in question sampling and analysis shall be performed in accordance with the procedures set forth in the EPA publication, Sampling and Analysis Procedures for Screening of Industrial Effluents for Priority Pollutants, April, 1977, and amendments thereto, or with any other sampling and analytical procedures approved by the administrator.)

(11) Monitoring Facilities

The County shall require to be provided and operated at the users own expense, monitoring facilities to allow inspection, sampling, and flow measurement of the building sewer and/or internal drainage systems. The monitoring facility should normally be situated on the user's premises, but the County may, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expenses of the user.

Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the County's requirements and all applicable local construction standards and specifications. Construction shall be completed within 90 days following written notification by the County.

(12) Inspection and Sampling

The County shall inspect the facilities of any user to ascertain whether the purpose of this Ordinance is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the County or their representative ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any of their duties. The County Approval Authority and (where the NPDES State is the Approval Authority), EPA shall have the right to setup on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the County Approval Authority and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibilities.

(13) Pretreatment

Users shall provide necessary wastewater treatment as required to comply with this Ordinance and shall achieve compliance with all Federal Categorical Pretreatment Standards within the time limitations as specified by the Federal Pretreatment Regulations. Any facilities required to pretreat wastewater to a level acceptable to the County shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the County for review, and shall be acceptable to the County before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the County under the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the County prior to the user's initiation of the changes.

All records relating to compliance with Pretreatment Standards will be made available to officials of the EPA or Approval Authority upon request.

(14) Confidential Information

Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically request and is able to demonstrate to the satisfaction of the County that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user and the same are exempt under Florida's Public Records Law.

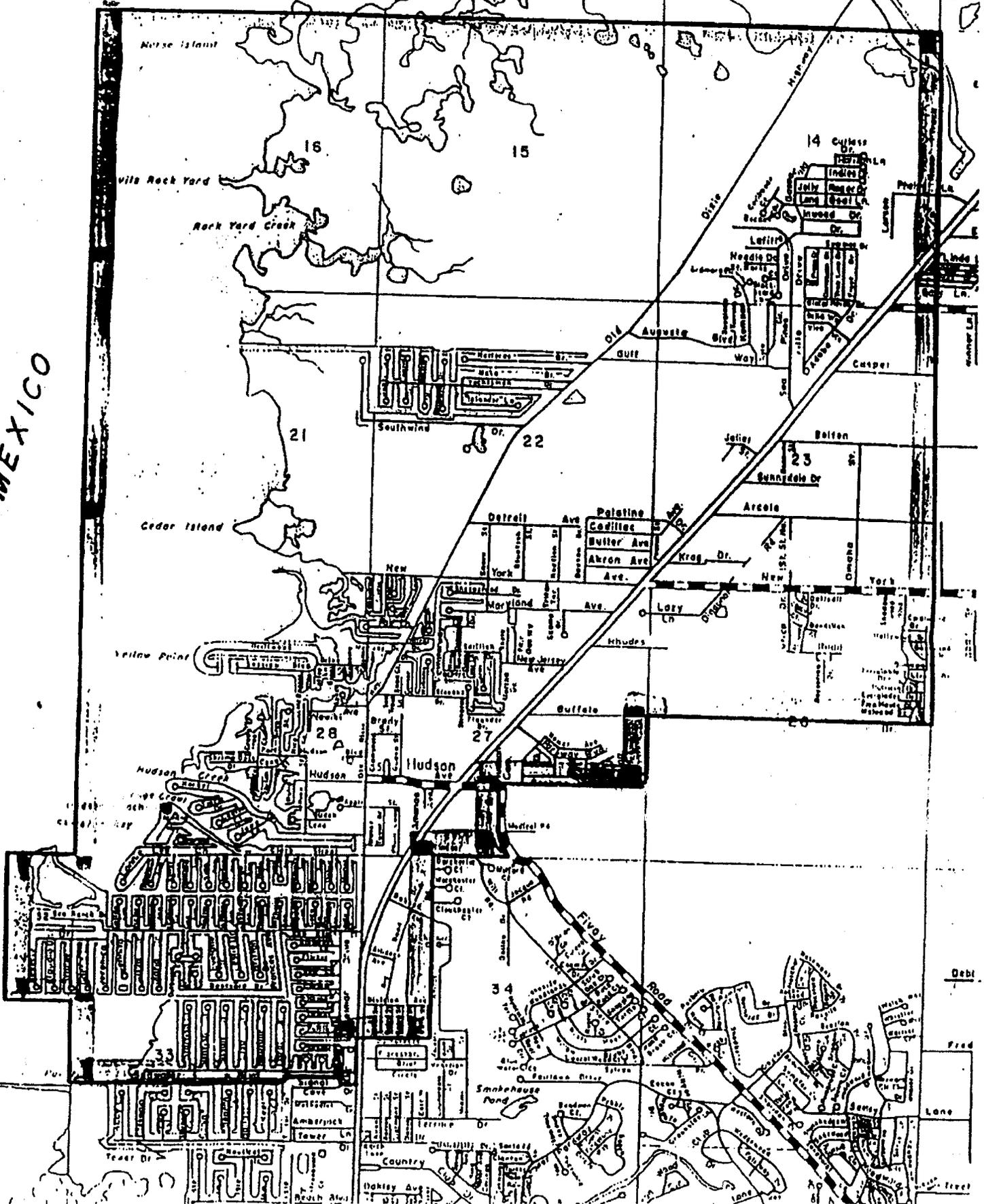
When requested by the person furnishing a report, the portions of a

report which might disclose trade secrets, or secret processes, shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this Ordinance, the National Pollutant Discharge Elimination System (NPDES) Permit, State Disposal System permit and/or the Pretreatment Programs; provided, however, that such portions of a report shall be available for use by the State or any State agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Information accepted by the County as confidential, shall not be transmitted to any governmental agency or to the general public by the County until and unless a five-day notification is given to the user.

EXHIBIT "A"

MEXICO



ORIGINAL

ADDENDUM TO BULK WASTEWATER TREATMENT AGREEMENT WITH HUDSON UTILITIES

THIS ADDENDUM made and entered into this 28TH day of APRIL, 1998, by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "COUNTY" and HUDSON UTILITIES, INC., a Florida corporation, hereinafter referred to as "UTILITY".

W I T N E S S E T H:

WHEREAS, the COUNTY and UTILITY, have heretofore entered into a Bulk Wastewater Service Agreement dated the 5th day of June, 1990; and,

WHEREAS, the COUNTY and UTILITY, are desirous of amending the Bulk Wastewater Treatment Agreement to provide for the transfer of a number of existing COUNTY wastewater customers in the Signal Cove Subdivision to the UTILITY in order that the UTILITY may provide wastewater service to the remaining area of the Signal Cove Subdivision in a cost efficient and effective manner; and,

WHEREAS, the Board of County Commissioners has conducted a public hearing to consider the transfer of such County customer and the provision of wastewater service for the Signal Cove area, and,

WHEREAS, this Addendum has been drafted as a result of this public hearing in order to provide the terms and conditions of the actual transfer.

NOW, THEREFORE, the parties hereto, in consideration of the mutual conditions and covenants set forth below, hereby agree as follows:

1. Those customers identified on Exhibit "A" attached hereto and incorporated herein presently serviced by Pasco County shall be transferred to the UTILITY at such time as the UTILITY connects its forcemain to the wastewater collection system presently serving the existing County customers. The actual timing of the transfer shall be coordinated with the County to coincide with applicable billing cycles. The UTILITY agrees that it shall not charge any additional impact fee or connection fees to said customers upon the actual transfer.

2. Furthermore, the UTILITY agrees that the COUNTY'S existing One Dollar (\$1.00) surcharge for capital recovery cost set forth in the Bulk Wastewater Treatment Agreement will not be charged to these existing County customers being transferred to the UTILITY from the COUNTY.

3. Those wastewater lines, collections systems, and lift stations, all more specifically identified on the attached Exhibit "B", are hereby transferred to Hudson Utilities and Hudson Utilities shall have complete ownership of the same along with the right to utilize all necessary public easements for the operation, repair, maintenance, and replacement of the utility lines transferred.

4. In consideration of the value of the transferred assets from the COUNTY to the UTILITY, the UTILITY shall pay to the COUNTY for a period not exceeding twenty-five years, a sum equal to one dollar per thousand gallons of flow from the wastewater treatment flows generated by the customers transferred from the County during

the remaining term of the Bulk Wastewater Service Agreement with the COUNTY. This money shall be paid to the COUNTY on a monthly basis as part of the bulk wastewater service payments made by the UTILITY.

5. The service area for Hudson Utilities is hereby amended to include the Signal Cove area and is more specifically identified on Exhibit "C" attached hereto and incorporated herein by reference.

6. The term of the original Bulk Wastewater Service Agreement between the COUNTY and UTILITY shall be extended for a period of an additional ten (10) years for a total term of thirty-five (35) years, ending June 4, 2025.

7. The COUNTY and UTILITY agree that any customer of UTILITY which has been paying the \$1.00 per thousand gallon capital recovery surcharge for a total period of twenty five (25) years shall no longer be charged the surcharge and UTILITY will no longer be required to pay the COUNTY the surcharge for those customers after the twenty five years. Prior to the 25th anniversary of the original agreement UTILITY shall institute appropriate proceedings with the Florida Public Service Commission to implement this provision. Such implementation shall include at a minimum an annual report from the UTILITY to the COUNTY identifying those customers who have paid for a period of twenty-five (25) years. A current customer list of the UTILITY is attached hereto as Exhibit "D".

8. From the effective date of this Addendum any new

development within the Hudson Utilities service area shall pay an upfront impact fee to the COUNTY at the time a building permit is issued in an amount determined by multiplying the then current impact fee of the COUNTY by a fraction, the denominator of which would be 25 years and the numerator of which is the number of years which have elapsed since the execution of this amendment to the original agreement (June 5, 1990) rounded to the nearest 0.5 years, not exceeding 25 years. For example, if a permit for a new home is pulled within the eighth year after approval of this amendment, the owner would owe the COUNTY an upfront impact fee determined as follows: $8/25$ ths times the then current wastewater impact fee for the COUNTY. Thereafter, the wastewater flow from the new connection would be subject to the \$1.00 per thousand gallon surcharge until the 25th anniversary of this Addendum. The UTILITY shall provide the COUNTY a quarterly report of all such new connections to its system.

9. The remaining terms and conditions of the original Bulk Wastewater Treatment Agreement as approved on June 5, 1990, are hereby ratified and confirmed except to the extent modified herein.

10. Any required approval of the Florida Public Service Commission shall be a specific condition precedent to the effectiveness of this Addendum and the parties shall cooperate with each other in attempting to secure any such approval.

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

WITNESSES:

Carol L. Davidson
Signature

Carol L. Davidson
Printed Name

MATTHEW GRIFFIN
Signature
MATTHEW GRIFFIN
Printed Name

HUDSON UTILITIES, INC.

By: Robert Bammann
Robert Bammann, Its President

PASCO COUNTY BOARD OF COUNTY
COMMISSIONERS

By: Sylvia Young
Sylvia Young, Chairman

APPROVED

APR 28 1998

ATTEST
SEAL

Rebecca S. Hank/D.C.
Jed Pittman, Clerk of the
Circuit Court

APPROVED AS TO LEGAL FORM AND CONTENT
OFFICE OF COUNTY ATTORNEY

By: [Signature]

EXHIBIT N

Sample tariff sheets for each system proposed to be transferred reflecting the change in ownership, the existing rates and charges, and the territorial descriptions for each water and wastewater system.

See attached sample tariff sheets.

DOCUMENT NUMBER-DATE
11229 DEC 27 5
CPSC-COMMISSION CLERK

WASTEWATER TARIFF

NI FLORIDA, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

NI FLORIDA, LLC
NAME OF COMPANY

10913 METRONOME DRIVE

HOUSTON, TX 77043

(ADDRESS OF COMPANY)

(727) 863-0205 / (727) 845-6204

(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
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Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0-6.1
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Technical Terms and Abbreviations	5.0-5.1
Territory Authority	3.0

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 104-S

COUNTY - PASCO

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5781	06/19/73	C-72695-S	Original Certificate
13823	10/31/84	840296-SU	Amendment
14477	06/18/85	850149-SU	Amendment
22852	04/24/90	900065-SU	Amendment
23846	12/10/90	900832-SU	Amendment
PSC-98-1543-POF-SU	11/20/98	981081-SU	Name Change
PSC-99-1916-PAA-SU	09/27/99	981079-SU	Amendment/Transfer
PSC-99-2381-POF-SU	12/06/99	981080-SU	Transfer Majority Organizational Control
PSC-04-1278-AS-SU	12/27/04	981079-SU 041207-SU	Amendment/Transfer Deletion

(Continued to Sheet No. 3.1)

ED WALLACE
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CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Composite Territory Description
Order No. PSC-99-1916-FAA-SU

This composite territory description includes all previous territory additions and deletions. The deletion of territory in Order No. PSC-04-1278-SU changed the composite description and the modified description has been verified and has been included in the tariff, but not in the order. The utility was first granted their original territory by Order No. 5781 in Docket No. C-72695-8. The utility amended their territory by Order No. 13823, Docket No. 840296-SU; Order No. 14477, Docket No. 850149-SU; Order No. 15556, Docket No. 850779-SU; Order No. 22852, Docket No. 900065-SU; Order No. 23846, Docket No. 900823-SU; Order No. PSC-99-1916-FAA-SU, Docket No. 981079-SU; and Order No. PSC-04-1278-AS-SU, Docket No. 041207-SU.

Township 24 South, Range 16 East

Section 14: All of said section, LESS the following described portions thereof: Commence at the Southwest corner of said Section 14 and the POINT OF BEGINNING; Thence run North, along the West line of said Section 14, 30 feet to the center line of Old Dixie Highway; Thence run North 40 degrees East along the center line of Old Dixie Highway, 670 feet; Thence run North 32 degrees East along the center line of Old Dixie Highway, 2,864 feet; Thence run East, 1,975 feet; Thence run South, 2,965 feet to the South line of said Section 14; Thence run West, along the South line of said Section 14; 3,940 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions served by Pasco County.

Section 15: All of said Section.

Section 16: All of said Section.

Section 21: All of Said Section, LESS the South 1500 feet of the North 2500 feet of the East 500 feet of said Section. The areas excepted is a portion of the Sea Pines Subdivision served by Pasco County.

Section 22: All of Said Section, LESS the following described portions thereof: Commence at the Northwest corner of said Section 22; Thence run South along the West Section line 1,000 feet to the POINT OF BEGINNING; Thence run East 1,500 feet to the center of a canal; Thence run North 350 feet; Thence run East 3,225 feet to the center line of Old Dixie Highway; Thence run North 47 degrees East along the center line of Old Dixie Highway 386 feet; Thence run North 40 degrees East 530 feet to the North line of said Section 22; Thence run East, along the North line of said Section 22, 30 feet to the Northeast corner of said Section 22; Thence run South along the East line of said Section 22, 1,245 feet; Thence run West 737 feet; Thence run South 47 degrees West parallel to center line of Old Dixie Highway, 530 feet; Thence run West, the center line of Old Dixie Highway, 212 feet; Thence run South 47 degrees West along the center line of Old Dixie Highway, 1,319 feet; Thence run West 2,720 feet; Thence run North 1,500 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions of Pasco County.

Section 23: All of Said Section, LESS the following described portion thereof; Commence at the Northwest corner of said Section 23 and the POINT OF BEGINNING; Thence run East along the North line of said Section 23, 3,940 feet; Thence run Southwesterly, parallel to U.S. 19, 1,500 feet; Thence run South, 100 feet; Thence run Southwesterly, parallel to U.S. 19, 140 feet; Thence run West, 175 feet; Thence run South, 250 feet; Thence run South 28 degrees East, 60 feet to the West Right-of-Way line of U.S. 19; Thence run Southwest along West Right-of-Way line of U.S. 19, 325 feet; Thence run North 28 degrees West, 250 feet; Thence run North, 375 feet; Thence run West, 165 feet; Thence run North 63 degrees West, 280 feet; Thence run West 1,960 feet to a point on West line of said Section 23; Thence run North, 1,245 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions served by Pasco County.

Section 26: All of the North 1/2 of said Section 26.

Section 27: All of said Section 27; LESS the South 1/2 of the Southeast 1/4.

Section 28: All of said section.

Section 32: The East 818 feet of the North 1/2 of said Section 32.

Section 33: All of said Section.

Section 34: The West 1/2 of the Northwest 1/4. The Northwest 1/4 of the Southwest 1/4.

.....

Township 25 South, Range 16 East

Section 4: The North 150 feet of said Section 4.

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
------------------------------	-----------------------------------	-------------------------------------------------------	------------------

Not applicable at this time (Held for Future Use)

ED WALLACE
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CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

ED WALLACE
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CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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Adjustment of Bills	10.0	20.0
Application	7.0	3.0
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(Continued to Sheet No. 6.1)

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY Ni Florida, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 **PROTECTION OF COMPANY'S PROPERTY** - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 **RIGHT-OF-WAY OR EASEMENTS** - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 **CUSTOMER BILLING** - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.
- In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.
- A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.
- If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.
- 16.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

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General Service, GS	12.0
Miscellaneous Service Charges	15.0
Residential Service, RS	13.0
Service Availability Fees and Charges	16.0

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 15.72
	Full 3/4"	23.56
	1"	39.26
	1-1/2"	78.51
	2"	125.63
	3"	251.25
	4"	392.56
	6"	785.16
	8"	1,256.24
	10"	1,805.86

GALLONAGE CHARGE per 1,000 gallons (No limit) - \$ 6.17

MINIMUM CHARGE - \$15.72 per month

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

EFFECTIVE DATE -

TYPE OF FILING -

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - Monthly

RATE -

BASE FACILITY CHARGE - \$15.72

GALLONAGE CHARGE PER 1,000 GALLONS
(Maximum 10,000 per month) - \$ 5.17

MINIMUM CHARGE - \$15.72 per month

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

EFFECTIVE DATE -

TYPE OF FILING -

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$60</u>	<u>\$60</u>
1"	<u>\$60</u>	<u>\$60</u>
1 1/2"	<u>\$60</u>	<u>\$60</u>
Over 2"	<u>\$60</u>	<u>\$60</u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the 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 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

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TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE

TYPE OF FILING -

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TITLE

NAME OF COMPANY NI FLORIDA, LLC
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u>
	<u>AMOUNT</u> <u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" metered service	\$
1" metered service	\$
1 1/2" metered service	\$
2" metered service	\$
Over 2" metered service	\$ ¹
<u>Guaranteed Revenue Charge</u>	
With Prepayment of Service Availability Charges:	
Residential-per ERC/month (__)GPD	\$
All others-per gallon/month	\$
Without Prepayment of Service Availability Charges:	
Residential-per ERC/month (__)GPD	\$
All others-per gallon/month	\$
<u>Inspection Fee</u>	\$ ¹
<u>Main Extension Charge</u>	
Residential-per ERC (__)GPD)	\$
All others-per gallon	\$
or	
Residential-per lot (___foot frontage)	\$
All others-per front foot	\$
<u>Plan Review Charge</u>	\$ ¹
<u>Plant Capacity Charge</u>	
Residential-per ERC (__)GPD)	\$
All others-per gallon	\$
<u>System Capacity Charge</u>	
Residential-per ERC (¹⁷³ __GPD)	\$ 2,400.00
All others-per gallon	\$ 13.87

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

EFFECTIVE DATE -
TYPE OF FILING -

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ISSUING OFFICER
 CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

RESIDENTIAL CUSTOMER

ACCOUNT # _____

Ni Florida, LLC, 14334 Old Dixie Highway, Hudson, Florida 31667, acknowledges receipt in cash of \$60.00 from _____

Post office address is _____

Interest shall be paid to the above named individual pursuant to Rule 25-30.311 (4) and (4a).

After the above named 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 they have not:

1. Made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company).
2. Paid with a check refused by a bank.
3. At any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Dated this _____ day of _____, 200_.

NI FLORIDA, LLC

ED WALLACE, CFO

EFFECTIVE DATE -

TYPE OF FILING -

ED WALLACE
ISSUING OFFICER
 CFO

 TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

SEE FOLLOWING PAGE FOR SAMPLE APPLICATION FORM.

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC
WASTEWATER TARIFF

Sample Application Form

Name _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water ____ Wastewater ____ Both ____

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. The Company may refuse or discontinue wastewater 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 wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within ____ days prior to the date the Customer desires to terminate service.

Signature

Date

ED WALLACE
ISSUING OFFICER

CFO
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

SEE SEPARATELY ATTACHED DOCUMENT.

ED WALLACE
ISSUING OFFICER
CFO
TITLE

Sample Bill

SEND PAYMENTS TO:

TEMP-RETURN SERVICE REQUESTED

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID

ACCOUNT NO.			
DATE BILL MAILED		METER READING DATES	
		FROM	TO
			DAYS USED
PREV. READING	PRES. READING	UNITS USED	AMOUNT
CURRENT BILL DUE DATE		AFTER DUE DATE	BY DUE DATE
AMOUNT DUE			

RETURN THIS STUB WITH PAYMENT

DUE DATE	ACCOUNT NO.
AMOUNT DUE	AFTER DUE DATE
	BY DUE DATE

SERVICE ADDRESS 

NAME OF COMPANY NI FLORIDA, LLC
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities		
Avallability		
Construction of Oversized Facilities		
Customer Connection (Tap-in)		
Customer Installation (Customer Maintained Lines)		
Cost Records and "As-Built" Plans		
Design by Independent Engineers		
Developer Agreements		
Easements and Rights-of-Way		
Extensions Outside Certificated Territory		
General Information		
Inspections		
Obligations of Developer		
Obligations of Company		
Off-Site Facilities		
On-Site Facilities		
Refundable Advances		
Schedule of Fees and Charges	Go to Sheet No. 16.0	
System Design and Construction		
Transfer of Contributed Property - Bills of Sale		

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CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 16.0
Service Availability Policy	22.0

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CFO
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

ED WALLACE
ISSUING OFFICER

CFO
TITLE

Sample Bill

SEND PAYMENTS TO:

TEMP-RETURN SERVICE REQUESTED

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID

ACCOUNT NO.			
DATE BILL MAILED		METER READING DATES	
		FROM	TO
		DAYS USED	
PREV. READING	PRES. READING	UNITS USED	AMOUNT
CURRENT BILL DUE DATE		AFTER DUE DATE	BY DUE DATE
AMOUNT DUE			

RETURN THIS STUB WITH PAYMENT

DUE DATE	ACCOUNT NO.
AFTER DUE DATE	BY DUE DATE
AMOUNT DUE	

SERVICE ADDRESS 

WASTEWATER TARIFF

NI FLORIDA, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

NI FLORIDA, LLC
NAME OF COMPANY

10913 METRONOME DRIVE

HOUSTON, TX 77043

(ADDRESS OF COMPANY)

(727) 863-0205 / (727) 845-6204

(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

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Standard Forms	19.0
Technical Terms and Abbreviations	5.0-5.1
Territory Authority	3.0

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TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 104-S

COUNTY - PASCO

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5781	06/19/73	C-72695-S	Original Certificate
13823	10/31/84	840296-SU	Amendment
14477	06/18/85	850149-SU	Amendment
22852	04/24/90	900065-SU	Amendment
23846	12/10/90	900832-SU	Amendment
PSC-98-1543-POF-SU	11/20/98	981081-SU	Name Change
PSC-99-1916-PAA-SU	09/27/99	981079-SU	Amendment/Transfer
PSC-99-2381-POF-SU	12/06/99	981080-SU	Transfer Majority Organizational Control
PSC-04-1278-AS-SU	12/27/04	981079-SU 041207-SU	Amendment/Transfer Deletion

(Continued to Sheet No. 3.1)

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NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Composite Territory Description

Order No. PSC-99-1916-PAA-SU

This composite territory description includes all previous territory additions and deletions. The deletion of territory in Order No. PSC-04-1278-SU changed the composite description and the modified description has been verified and has been included in the tariff, but not in the order. The utility was first granted their original territory by Order No. 5781 in Docket No. C-72695-8. The utility amended their territory by Order No. 13823, Docket No. 840296-SU; Order No. 14477, Docket No. 850149-SU; Order No. 15556, Docket No. 850779-SU; Order No. 22852, Docket No. 900065-SU; Order No. 23846, Docket No. 900823-SU; Order No. PSC-99-1916-PAA-SU, Docket No. 981079-SU; and Order No. PSC-04-1278-AS-SU, Docket No. 041207-SU.

Township 24 South, Range 16 East

Section 14: All of said section, LESS the following described portions thereof: Commence at the Southwest corner of said Section 14 and the POINT OF BEGINNING; Thence run North, along the West line of said Section 14, 30 feet to the center line of Old Dixie Highway; Thence run North 40 degrees East along the center line of Old Dixie Highway, 670 feet; Thence run North 32 degrees East along the center line of Old Dixie Highway, 2,864 feet; Thence run East, 1,975 feet; Thence run South, 2,965 feet to the South line of said Section 14; Thence run West, along the south line of said Section 14; 3,940 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions served by Pasco County.

Section 15: All of said Section.

Section 16: All of said Section.

Section 21: All of Said Section, LESS the South 1500 feet of the North 2500 feet of the East 500 feet of said Section. The areas excepted is a portion of the Sea Pines Subdivision served by Pasco County.

Section 22: All of Said Section, LESS the following described portions thereof: Commence at the Northwest corner of said Section 22; Thence run South along the West Section line 1,000 feet to the POINT OF BEGINNING; Thence run East 1,500 feet to the center of a canal; Thence run North 350 feet; Thence run East 3,225 feet to the center line of Old Dixie Highway; Thence run North 47 degrees East along the center line of Old Dixie Highway 386 feet; Thence run North 40 degrees East 530 feet to the North line of said Section 22; Thence run East, along the North line of said Section 22, 30 feet to the Northeast corner of said Section 22; Thence run South along the East line of said Section 22, 1,245 feet; Thence run West 737 feet; Thence run South 47 degrees West parallel to center line of Old Dixie Highway, 530 feet; Thence run West, the center line of Old Dixie Highway, 212 feet; Thence run South 47 degrees West along the center line of Old Dixie Highway, 1,319 feet; Thence run West 2,720 feet; Thence run North 1,500 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions of Pasco County.

Section 23: All of Said Section, LESS the following described portion thereof; Commence at the Northwest corner of said Section 23 and the POINT OF BEGINNING; Thence run East along the North line of said Section 23, 3,940 feet; Thence run Southwesterly, parallel to U.S. 19, 1,500 feet; Thence run South, 100 feet; Thence run Southwesterly, parallel to U.S. 19, 140 feet; Thence run West, 175 feet; Thence run South, 250 feet; Thence run South 28 degrees East, 60 feet to the West Right-of-Way line of U.S. 19; Thence run Southwest along West Right-of-Way line of U.S. 19, 325 feet; Thence run North 28 degrees West, 250 feet; Thence run North, 375 feet; Thence run West, 165 feet; Thence run North 63 degrees West, 280 feet; Thence run West 1,960 feet to a point on West line of said Section 23; Thence run North, 1,245 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions served by Pasco County.

Section 26: All of the North 1/2 of said Section 26.

Section 27: All of said Section 27; LESS the South 1/2 of the Southeast 1/4.

Section 28: All of said section.

Section 32: The East 818 feet of the North 1/2 of said Section 32.

Section 33: All of said Section.

Section 34: The West 1/2 of the Northwest 1/4. The Northwest 1/4 of the Southwest 1/4.

.....

Township 25 South, Range 16 East

Section 4: The North 150 feet of said Section 4.

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
------------------------------	-----------------------------------	-------------------------------------------------------	------------------

Not applicable at this time (Held for Future Use)

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NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

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TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

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CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

INDEX OF RULES AND REGULATIONS

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(Continued to Sheet No. 6.1)

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY Ni Florida, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

RULES AND REGULATIONS

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

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

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

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

12.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

13.0 **PROTECTION OF COMPANY'S PROPERTY** - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

14.0 **RIGHT-OF-WAY OR EASEMENTS** - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.

15.0 **CUSTOMER BILLING** - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

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TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

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TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 15.72
	Full 3/4"	23.56
	1"	39.26
	1-1/2"	78.51
	2"	125.63
	3"	251.25
	4"	392.56
	6"	785.16
	8"	1,256.24
	10"	1,805.86

GALLONAGE CHARGE per 1,000 gallons (No limit) - \$ 6.17

MINIMUM CHARGE - \$15.72 per month

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

EFFECTIVE DATE -

TYPE OF FILING -

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TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

<u>BASE FACILITY CHARGE</u>	-	\$15.72
<u>GALLONAGE CHARGE PER 1,000 GALLONS</u>		
(Maximum 10,000 per month)	-	\$ 5.17

- MINIMUM CHARGE - \$15.72 per month
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE -
- TYPE OF FILING -

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NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$60</u>	<u>\$60</u>
1"	<u>\$60</u>	<u>\$60</u>
1 1/2"	<u>\$60</u>	<u>\$60</u>
Over 2"	<u>\$60</u>	<u>\$60</u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the 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 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

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TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE

TYPE OF FILING -

ED WALLACE
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CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REFER TO SERVICE AVAILABILITY POLICY SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__foot frontage)	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (¹⁷³ __GPD)	\$ 2,400.00	
All others-per gallon	\$ 13.87	

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

EFFECTIVE DATE -
TYPE OF FILING -

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CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

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COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

RESIDENTIAL CUSTOMER

ACCOUNT # _____

Ni Florida, LLC, 14334 Old Dixie Highway, Hudson, Florida 31667, acknowledges receipt in cash of \$60.00 from _____

Post office address is _____

Interest shall be paid to the above named individual pursuant to Rule 25-30.311 (4) and (4a).

After the above named 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 they have not:

1. Made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company).
2. Paid with a check refused by a bank.
3. At any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Dated this _____ day of _____, 200_.

NI FLORIDA, LLC

ED WALLACE, CFO

EFFECTIVE DATE -

TYPE OF FILING -

ED WALLACE
ISSUING OFFICER
 CFO
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

SEE FOLLOWING PAGE FOR SAMPLE APPLICATION FORM.

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC
WASTEWATER TARIFF

Sample Application Form

Name _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water ____ Wastewater ____ Both ____

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. The Company may refuse or discontinue wastewater 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 wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within ____ days prior to the date the Customer desires to terminate service.

Signature

Date

ED WALLACE
ISSUING OFFICER

CFO
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

SEE SEPARATELY ATTACHED DOCUMENT.

ED WALLACE
ISSUING OFFICER
CFO
TITLE

Sample Bill

SEND PAYMENTS TO:

TEMP-RETURN SERVICE REQUESTED

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID

ACCOUNT NO.				
DATE BILL MAILED		METER READING DATES		DAYS USED
		FROM	TO	
PREV. READING	PREB. READING	UNITS USED	AMOUNT	
CURRENT BILL DUE DATE		AFTER DUE DATE	BY DUE DATE	
AMOUNT DUE				

RETURN THIS STUB WITH PAYMENT

DUE DATE	ACCOUNT NO.	
AMOUNT DUE	AFTER DUE DATE	BY DUE DATE

SERVICE ADDRESS 

NAME OF COMPANY NI FLORIDA, LLC
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities		
Availability		
Construction of Oversized Facilities		
Customer Connection (Tap-in)		
Customer Installation (Customer Maintained Lines)		
Cost Records and "As-Built" Plans		
Design by Independent Engineers		
Developer Agreements		
Easements and Rights-of-Way		
Extensions Outside Certificated Territory		
General Information		
Inspections		
Obligations of Developer		
Obligations of Company		
Off-Site Facilities		
On-Site Facilities		
Refundable Advances		
Schedule of Fees and Charges	Go to Sheet No. 16.0	
System Design and Construction		
Transfer of Contributed Property - Bills of Sale		

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CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

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Service Availability Policy	22.0

ED WALLACE
ISSUING OFFICER
 CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

ED WALLACE
ISSUING OFFICER

CFO
TITLE

Sample Bill

SEND PAYMENTS TO:

TEMP-RETURN SERVICE REQUESTED

PRESENTED BY:
FIRST CLASS MAIL
U.S. POSTAGE PAID

ACCOUNT NO.			
DATE BILL MAILED		METER READING DATES	
		FROM	TO
		DAYS USED	
PREV. READING	PRES. READING	UNITS USED	AMOUNT
CURRENT BILL DUE DATE		AFTER DUE DATE	BY DUE DATE
AMOUNT DUE			

RETURN THIS STUB WITH PAYMENT

DUE DATE	ACCOUNT NO.
AMOUNT DUE	AFTER DUE DATE
	BY DUE DATE

SERVICE ADDRESS 

EXHIBIT O

The current water and wastewater certificates issued for each system, and where not available, a statement providing an explanation of the steps taken by AUF to obtain the certificates.

Attached is Certificate No. 104-S issued by the Commission to Hudson Utilities, Inc.

WASTEWATER TARIFF

NI FLORIDA, LLC
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

NI FLORIDA, LLC
NAME OF COMPANY

10913 METRONOME DRIVE

HOUSTON, TX 77043

(ADDRESS OF COMPANY)

(727) 863-0205 / (727) 845-6204

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

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Description of Territory Served	3.1
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Rates and Charges Schedules	11.0
Rules and Regulations	6.0-6.1
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Standard Forms	19.0
Technical Terms and Abbreviations	5.0-5.1
Territory Authority	3.0

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TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 104-S

COUNTY - PASCO

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
5781	06/19/73	C-72695-S	Original Certificate
13823	10/31/84	840296-SU	Amendment
14477	06/18/85	850149-SU	Amendment
22852	04/24/90	900065-SU	Amendment
23846	12/10/90	900832-SU	Amendment
PSC-98-1543-POF-SU	11/20/98	981081-SU	Name Change
PSC-99-1916-PAA-SU	09/27/99	981079-SU	Amendment/Transfer
PSC-99-2381-POF-SU	12/06/99	981080-SU	Transfer Majority Organizational Control
PSC-04-1278-AS-SU	12/27/04	981079-SU 041207-SU	Amendment/Transfer Deletion

(Continued to Sheet No. 3.1)

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 CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Composite Territory Description

Order No. PSC-99-1916-PAA-SU

This composite territory description includes all previous territory additions and deletions. The deletion of territory in Order No. PSC-04-1278-SU changed the composite description and the modified description has been verified and has been included in the tariff, but not in the order. The utility was first granted their original territory by Order No. 5781 in Docket No. C-72695-S. The utility amended their territory by Order No. 13823, Docket No. 840296-SU; Order No. 14477, Docket No. 850149-SU; Order No. 15556, Docket No. 850779-SU; Order No. 22852, Docket No. 900065-SU; Order No. 23846, Docket No. 900823-SU; Order No. PSC-99-1916-PAA-SU, Docket No. 981079-SU; and Order No. PSC-04-1278-AS-SU, Docket No. 041207-SU.

Township 24 South, Range 16 East

Section 14: All of said section, LESS the following described portions thereof: Commence at the Southwest corner of said Section 14 and the POINT OF BEGINNING; Thence run North, along the West line of said Section 14, 30 feet to the center line of Old Dixie Highway; Thence run North 40 degrees East along the center line of Old Dixie Highway, 670 feet; Thence run North 32 degrees East along the center line of Old Dixie Highway, 2,864 feet; Thence run East, 1,975 feet; Thence run South, 2,965 feet to the South line of said Section 14; Thence run West, along the South line of said Section 14; 3,940 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions served by Pasco County.

Section 15: All of said Section.

Section 16: All of said Section.

Section 21: All of Said Section, LESS the South 1500 feet of the North 2500 feet of the East 500 feet of said Section. The areas excepted is a portion of the Sea Pines Subdivision served by Pasco County.

Section 22: All of Said Section, LESS the following described portions thereof: Commence at the Northwest corner of said Section 22; Thence run South along the West Section line 1,000 feet to the POINT OF BEGINNING; Thence run East 1,500 feet to the center of a canal; Thence run North 350 feet; Thence run East 3,225 feet to the center line of Old Dixie Highway; Thence run North 47 degrees East along the center line of Old Dixie Highway 386 feet; Thence run North 40 degrees East 530 feet to the North line of said Section 22; Thence run East, along the North line of said Section 22, 30 feet to the Northeast corner of said Section 22; Thence run South along the East line of said Section 22, 1,245 feet; Thence run West 737 feet; Thence run South 47 degrees West parallel to center line of Old Dixie Highway, 530 feet; Thence run West, the the center line of Old Dixie Highway, 212 feet; Thence run South 47 degrees West along the center line of Old Dixie Highway, 1,319 feet; Thence run West 2,720 feet; Thence run North 1,500 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions of Pasco County.

Section 23: All of Said Section, LESS the following described portion thereof; Commence at the Northwest corner of said Section 23 and the POINT OF BEGINNING; Thence run East along the North line of said Section 23, 3,940 feet; Thence run Southwesterly, parallel to U.S. 19, 1,500 feet; Thence run South, 100 feet; Thence run Southwesterly, parallel to U.S. 19, 140 feet; Thence run West, 175 feet; Thence run South, 250 feet; Thence run South 28 degrees East, 60 feet to the West Right-of-Way line of U.S. 19; Thence run Southwest along West Right-of-Way line of U.S. 19, 325 feet; Thence run North 28 degrees West, 250 feet; Thence run North, 375 feet; Thence run West, 165 feet; Thence run North 63 degrees West, 280 feet; Thence run West 1,960 feet to a point on West line of said Section 23; Thence run North, 1,245 feet to the POINT OF BEGINNING. The areas excepted are portions of the Viva Villas and Sea Pines Subdivisions served by Pasco County.

Section 26: All of the North 1/2 of said Section 26.

Section 27: All of said Section 27; LESS the South 1/2 of the Southeast 1/4.

Section 28: All of said section.

Section 32: The East 818 feet of the North 1/2 of said Section 32.

Section 33: All of said Section.

Section 34: The West 1/2 of the Northwest 1/4. The Northwest 1/4 of the Southwest 1/4.

.....

Township 25 South, Range 16 East

Section 4: The North 150 feet of said Section 4.

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule(s)</u> <u>Available</u>	<u>Sheet No.</u>
------------------------------	-----------------------------------	-------------------------------------------------------	------------------

Not applicable at this time (Held for Future Use)

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CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

(Continued to Sheet No. 5.1)

ED WALLACE
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CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

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

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

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(Continued to Sheet No. 6.1)

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY Ni Florida, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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Type and Maintenance	7.0	7.0
Unauthorized Connections - Wastewater	10.0	19.0

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

RULES AND REGULATIONS

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

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

ED WALLACE
ISSUING OFFICER

CFO

TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

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

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

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

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

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

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

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

(Continued on Sheet No. 9.0)

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 **PROTECTION OF COMPANY'S PROPERTY** - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 **RIGHT-OF-WAY OR EASEMENTS** - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 **CUSTOMER BILLING** - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

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

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

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

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

(Continued on Sheet No. 10.0)

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 **DELINQUENT BILLS** - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 **TERMINATION OF SERVICE** - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 **UNAUTHORIZED CONNECTIONS - WASTEWATER** - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 **ADJUSTMENT OF BILLS** - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 **EVIDENCE OF CONSUMPTION** - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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

ED WALLACE
ISSUING OFFICER
CFO

TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

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

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$ 15.72
	Full 3/4"	23.56
	1"	39.26
	1-1/2"	78.51
	2"	125.63
	3"	251.25
	4"	392.56
	6"	785.16
	8"	1,256.24
	10"	1,805.86

GALLONAGE CHARGE per 1,000 gallons (No limit) - \$ 6.17

MINIMUM CHARGE - \$15.72 per month

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

EFFECTIVE DATE -

TYPE OF FILING -

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

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

BASE FACILITY CHARGE - \$15.72

GALLONAGE CHARGE PER 1,000 GALLONS
(Maximum 10,000 per month) - \$ 5.17

MINIMUM CHARGE - \$15.72 per month

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

EFFECTIVE DATE -

TYPE OF FILING -

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$60</u>	<u>\$60</u>
1"	<u>\$60</u>	<u>\$60</u>
1 1/2"	<u>\$60</u>	<u>\$60</u>
Over 2"	<u>\$60</u>	<u>\$60</u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the 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 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE -

TYPE OF FILING -

ED WALLACE
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CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

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

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

EFFECTIVE DATE

TYPE OF FILING -

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC
 WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u> <u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__)GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (__)foot frontage)	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__)GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (173)GPD)	\$ 2,400.00	
All others-per gallon	\$ 13.87	

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

EFFECTIVE DATE -
TYPE OF FILING -

ED WALLACE
ISSUING OFFICER

CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

INDEX OF STANDARD FORMS

Sheet No.

APPLICATION FOR WASTEWATER SERVICE	19.0
COPY OF CUSTOMER'S BILL	20.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	18.0

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

RESIDENTIAL CUSTOMER

ACCOUNT # _____

Ni Florida, LLC, 14334 Old Dixie Highway, Hudson, Florida 31667, acknowledges receipt in cash of \$60.00 from _____

Post office address is _____

Interest shall be paid to the above named individual pursuant to Rule 25-30.311 (4) and (4a).

After the above named 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 they have not:

1. Made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company).
2. Paid with a check refused by a bank.
3. At any time tampered with the meter or used service in a fraudulent or unauthorized manner.

Dated this _____ day of _____, 200_.

NI FLORIDA, LLC

ED WALLACE, CFO

EFFECTIVE DATE -

TYPE OF FILING -

ED WALLACE
ISSUING OFFICER
 CFO
TITLE

ORIGINAL SHEET NO. 19.0

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

SEE FOLLOWING PAGE FOR SAMPLE APPLICATION FORM.

ED WALLACE
ISSUING OFFICER
CFO
TITLE

NAME OF COMPANY NI FLORIDA, LLC
WASTEWATER TARIFF

Sample Application Form

Name _____ Telephone Number _____

Billing Address _____

City _____ State _____ Zip _____

Service Address _____

City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water ___ Wastewater ___ Both ___

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

1. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service; the Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. The Company may refuse or discontinue wastewater 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 wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Company Rules and Regulations as contained in the tariff. In addition, the Customer has received from the Company a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within ___ days prior to the date the Customer desires to terminate service.

Signature

Date

ED WALLACE
ISSUING OFFICER

CFO
TITLE

ORIGINAL SHEET NO. 20.0

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

SEE SEPARATELY ATTACHED DOCUMENT.

ED WALLACE
ISSUING OFFICER

CFO

TITLE

Sample Bill

SEND PAYMENTS TO:

TEMP-RETURN SERVICE REQUESTED

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID

ACCOUNT NO.			
DATE BILL MAILED		METER READING DATES	
		FROM	TO
		DAYS USED	
PREV. READING	PRES. READING	UNITS USED	AMOUNT
CURRENT BILL DUE DATE		AFTER DUE DATE	BY DUE DATE
AMOUNT DUE			

RETURN THIS STUB WITH PAYMENT

DUE DATE	ACCOUNT NO.
AMOUNT DUE	AFTER DUE DATE
	BY DUE DATE

SERVICE ADDRESS 

NAME OF COMPANY NI FLORIDA, LLC
WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>	<u>Rule Number</u>
Acceptance of Facilities		
Availability		
Construction of Oversized Facilities		
Customer Connection (Tap-in)		
Customer Installation (Customer Maintained Lines)		
Cost Records and "As-Built" Plans		
Design by Independent Engineers		
Developer Agreements		
Easements and Rights-of-Way		
Extensions Outside Certificated Territory		
General Information		
Inspections		
Obligations of Developer		
Obligations of Company		
Off-Site Facilities		
On-Site Facilities		
Refundable Advances		
Schedule of Fees and Charges	Go to Sheet No. 16.0	
System Design and Construction		
Transfer of Contributed Property - Bills of Sale		

ED WALLACE
ISSUING OFFICER
CFO
TITLE

ORIGINAL SHEET NO. 21.0

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 16.0
Service Availability Policy	22.0

ED WALLACE
ISSUING OFFICER

CFO
TITLE

ORIGINAL SHEET NO. 22.0

NAME OF COMPANY NI FLORIDA, LLC

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

ED WALLACE
ISSUING OFFICER

CFO
TITLE

Sample Bill

SEND PAYMENTS TO

TEMP-RETURN SERVICE REQUESTED

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID

ACCOUNT NO.			
DATE BILL MAILED		METER READING DATES	
		FROM	TO
		DAYS USED	
PREV. READING	PRES. READING	UNITS USED	AMOUNT
CURRENT BILL DUE DATE		AFTER DUE DATE	BY DUE DATE
AMOUNT DUE			

RETURN THIS STUB WITH PAYMENT

DUE DATE	ACCOUNT NO.
AMOUNT DUE	AFTER DUE DATE
	BY DUE DATE

SERVICE ADDRESS 

EXHIBIT O

The current water and wastewater certificates issued for each system, and where not available, a statement providing an explanation of the steps taken by AUF to obtain the certificates.

Attached is Certificate No. 104-S issued by the Commission to Hudson Utilities, Inc.

EXHIBIT O

The current water and wastewater certificates issued for each system, and where not available, a statement providing an explanation of the steps taken by AUF to obtain the certificates.

Attached is Certificate No. 104-S issued by the Commission to Hudson Utilities, Inc.

DOCUMENT NUMBER-DATE

11229 DEC 27 5

FPSC-COMMISSION CLERK



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

104 - S

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

HUDSON UTILITIES, INC.

Whose principal address is:

14334 Old Dixie Highway
Hudson, FL 34667 (Pasco County)

to provide wastewater 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	5781	DOCKET	C-72695-S
ORDER	7824	DOCKET	750558-S
ORDER	13823	DOCKET	840296-SU
ORDER	14477	DOCKET	850149-SU
ORDER	22852	DOCKET	900065-SU
ORDER	23846	DOCKET	900020-SU
ORDER	PSC-98-1543-FOF-SU	DOCKET	981081-SU
ORDER	PSC-99-1916-PAA-SU	DOCKET	981079-SU
ORDER	PSC-99-2381-FOF-SU	DOCKET	981080-SU

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Blanca S. Lajo

Commission Clerk and Administrative Services Director

