

State of Florida



# Public Service Commission

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

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

**DATE:** May 14, 2015

**TO:** Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk

**FROM:** Kelley F. Corbari, Senior Attorney, Office of the General Counsel: RAS Section *KFC*

**RE:** **Docket No. 140031-WS** – Initiation of show cause proceedings against Country Club Utilities, Inc. in Highlands County for violations of Rule 25-30.120, FAC, Regulatory Assessment Fees; Water and Wastewater Utilities.

**Docket No. 140208-WS** – Notice of abandonment of water and wastewater systems in Highlands County by Country Club Utilities, Inc.

Attached please find copies of the documents relating to the settlement of the Commission's action against Country Club Utilities, Inc. in the Circuit Court of Highlands County, pursuant to Commission Order No. PSC-14-0225-AS-WS. Please file the attached documents in above-referenced docket files.

Thank you for your assistance in this matter. Should you have any questions, please do not hesitate to contact me.

KFC

- Attachment 1: Amended Agreed Order Appointing Receiver and Authorizing Sale and Revised Agreement for the Sale and Purchase of Water and Sewer Systems
- Attachment 2: Settlement Agreement
- Attachment 3: Recorded Mortgage, Promissory Note and Subordination of Mortgage
- Attachment 4: FPSC's Notice of Withdrawal of Intervention and Voluntary Dismissal of Petition

cc: Docket 140208-WS  
Kyesha Mapp (GCL)

RECEIVED-FPSC  
 15 MAY 14 AM 10:34  
 COMMISSION  
 CLERK

Docket Nos. 140031-WS and 140208-WS  
Country Club Utilities, Inc.  
May 14, 2015

ATTACHMENT 1

**AMENDED AGREED ORDER APPOINTING  
RECEIVER  
AND AUTHORIZING SALE  
*and*  
REVISED AGREEMENT FOR THE SALE  
AND PURCHASE OF WATER AND SEWER  
SYSTEMS**

**Issued: May 8, 2015  
Honorable Peter F. Estrada**

**Case No.: GC 14-611  
Highlands County v. Country Club Utilities, Inc.  
10<sup>TH</sup> Judicial Circuit Court  
Highlands County**

IN THE TENTH JUDICIAL CIRCUIT COURT  
IN AND FOR HIGHLANDS COUNTY, FLORIDA

HIGHLANDS COUNTY, a political subdivision of  
the State of Florida,

Plaintiff,

vs.

Case No.: GC 14-611

COUNTRY CLUB UTILITIES, INC.,  
a Florida corporation,

Defendant.

FILED  
2015 MAY -8 AM 10:02  
CLERK OF COURT  
HIGHLANDS COUNTY, FL

**AMENDED AGREED ORDER APPOINTING  
RECEIVER AND AUTHORIZING SALE**

This matter having come before the Court upon the Petition of Highlands County, and after hearing the advice and recommendations of Counsel, and being fully advised in the premises, the Court hereby finds:

Defendant Country Club Utilities, Inc. operates a potable water distribution system and a wastewater collection and treatment system (collectively the "Utilities") within the jurisdictional boundaries of Highlands County, Florida, pursuant to the provisions of Chapter 367, Florida Statutes. On or about October 22, 2014, Defendant Country Club Utilities, Inc. formally filed a Notice of Abandonment for the Utilities, pursuant to Section 367.165, Florida Statutes.

The City Council of the City of Sebring has taken formal action to accept appointment of the City of Sebring as Receiver for the Utilities and has entered into a contract to purchase the Utilities contingent upon certain matters. The parties have entered into a revised contract to comply with the terms of the Florida Public Service Commission's Order No. PSC-14-0225-AS-WS, issued May 12, 2014, in Docket No. 140031-WS, for the payment of statutory fees owed by

CCU to the Florida Public Service Commission. A copy of the revised contract is attached hereto as Exhibit "A." The City of Sebring; Country Club Utilities, Inc.; R. Greg and Janet B. Harris, individually; the Florida Public Service Commission; and the Florida Office of Public Counsel have entered into an Agreement, dated April 27, 2015, to resolve the pending motions to intervene by the Florida Public Service Commission and the Florida Office of Public Counsel in the receivership docket. A copy of the Agreement is attached hereto as Exhibit "B."

**SECTION 1. APPOINTMENT OF RECEIVER AND TERM.** The City of Sebring is hereby appointed to act as Receiver for Defendant's Utilities. The Receiver shall have party status and shall be entitled to receive copies of all pleadings, orders or other documents subsequently filed in this matter. The term of the receivership shall commence on the date of the City of Sebring's acceptance of appointment, as set forth in Section 3 below, and shall continue until such time as the Receiver sells or otherwise disposes of the property of the Utilities, and connects the Utilities, and/or the customers receiving service from the Utilities, to a regional or central water and wastewater utility, pursuant to paragraphs (9), (10), and (11) of Section 3 of this Order or resigns as provided herein. Upon termination or expiration of the receivership as provided herein, the Receiver shall be released from all further obligations to operate and maintain the wastewater treatment facility portion of the Utilities.

**SECTION 2. SURRENDER OF PROPERTY, ASSETS, DOCUMENTS, AND FACILITIES.** Unless specifically authorized by subsequent order of this Court, the Defendant shall not sell, transfer, or dispose of any of the records, properties or assets of Country Club Utilities, Inc. (herein collectively called the "Assets"), except to produce, turn over, and surrender the Assets to the Receiver as hereinafter directed. On or before December 1, 2014, the Defendant shall deliver and turn over to the Receiver all of the Assets including: all customer

account records, contracts, agreements, correspondence, legal pleadings, business records, easements, and any other documents related to the Utilities, its assets and liabilities, and surrender control of all real and personal property including all bank accounts, bank account records, customer deposits, cash, and accounts receivable balances in order that the Receiver may operate and maintain the Utilities. Once the Assets are surrendered to the Receiver, the Receiver shall send written notice of receipt thereof to this Court, shall indicate its acceptance of appointment as Receiver, and shall commence operating the Utilities until such time as provided for in Section 1, or the City refuses to act as set forth below or upon further order of this Court. If the Defendant fails to deliver all Assets and access to the facilities and lands such that the Receiver can operate the Utilities, the Receiver may, at its option, elect to refuse to act as Receiver. In such event, Highlands County shall, upon written notice of such refusal, proceed to have a replacement receiver appointed by this Court.

**SECTION 3. RECEIVER'S POWERS.** In order to effectively carry out its responsibilities under this Order, the Receiver shall have the following powers and authority:

(1) to provide and maintain water and sewer service, including permitting new connections to the Utilities, in the service area as described in any Certificate of Service issued to Defendant by the Florida Public Service Commission;

(2) to make extensions, expansions, repairs, replacements, and improvements to the Utilities as necessary;

(3) to fix and collect rates, fees, charges, and deposits for all services provided by the Utilities and the Receiver in accordance with applicable state law at the same rates that the City of Sebring currently charges its customers residing outside of the Sebring city limits;

(4) to borrow or advance money, and to pledge or encumber the facilities, assets and revenues of the Utilities for the repayment thereof;

(5) to enter into contracts with any public agency or any private entity providing for or relating to the operation and maintenance of the Utilities or the connection of the customers to any other public or private sewer system;

(6) to accept any gifts, grants, or contributions in kind in connection with the management, operation, and maintenance of the Utilities;

(7) to retain and pay the fees, costs, and salaries of accountants, architects, engineers, attorneys, employees, and other professional consultants as necessary or desirable in the management, operation, or maintenance of the Utilities;

(8) to pay from the revenues collected from the customers of the Utilities, all necessary and reasonable operating and capital improvement expenses (including payment on valid mortgage debt secured by the facilities, assets, and revenues of the Utilities), supervisory fees, management fees and the costs and expenses contemplated in this Section 3 in a manner designed to continue the efficient, effective, and environmentally sound operation of the Utilities;

(9) to close on the revised contract with the City of Sebring attached hereto if the contingencies set forth therein have been satisfied;

(10) to pay the costs of interconnection and to connect the customers of the Utilities to the City of Sebring water and sewer systems upon closing of the Agreement for the Sale and Purchase of Water and Sewer Systems between Defendant and the City of Sebring;

(11) to discontinue the operation of the wastewater treatment facilities of the Utilities and dispose of all unnecessary lands, facilities, assets, equipment and revenues to satisfy all

outstanding obligations of the Utilities upon connection of the Utilities to the City of Sebring systems as provided in paragraph (10) of this Section 3;

(12) to sue or be sued, to implead or be impleaded, to complain and defend in any court, and to seek legal or equitable relief in accordance with applicable federal, state and local laws;

(13) to apply for and obtain all necessary federal, state, and local governmental permits, certificates, licenses, or other approvals in order to operate and maintain the Utilities; and

(14) to perform generally any other lawful acts necessary or desirable to the express powers and authority granted and imposed herein; and

(15) to grant a mortgage to the Florida Public Service Commission in the amount of \$52,293.42, to comply with the Florida Public Service Commission Order No. PSC-14-0225-AS-WS, issued on May 12, 2014, in Docket No. 140031-WS, and secure the statutory debt owed to the Florida Public Service Commission by Country Club Utilities, Inc.

**SECTION 4. CONTINUING JURISDICTION AND APPROVAL OF SALE.** This Court shall retain jurisdiction in this cause to enter such orders or take any such action as it deems appropriate. The Court hereby approves the revised contract for sale of the Utilities to the City of Sebring as shown on attached Exhibit "A" and authorizes the closing of the sale pursuant to the revised contract. Upon closing of the sale of the Utilities to the City of Sebring pursuant to that revised contract and connection of the Utilities, and/or the customers of the Utilities to the City of Sebring water and wastewater systems, this Order shall terminate and expire, and this matter shall be closed. The Receiver shall file notification of the sale with this Court no later than ten (10) business days following the date of any such sale. Should the sale

to the City of Sebring not close or should the City of Sebring wish to cease operating as Receiver, the City of Sebring may file a Notice of Resignation of Receiver with this Court and the terms of Section 367.165, Florida Statutes, shall apply. The City of Sebring; Country Club Utilities, Inc.; and R. Greg and Janet B. Harris, individually, shall provide the Florida Public Service Commission and the Florida Office of Public Counsel with Notice 30 days prior to any cancellation, modification or closing of the Revised Sale Agreement and a copy of any Notice of Abandonment that may be filed by the City of Sebring, which provides the Florida Public Service Commission an opportunity to move to intervene, if necessary, for the protection of its interests, and the Florida Office of Public Counsel an opportunity to move to intervene, if necessary, for the protection of the customers

**SECTION 5. IMMUNITY FROM LIABILITY AND VIOLATIONS.**

As consideration for Receiver assuming the responsibility for the continued operation and maintenance of the Utilities, the Receiver and its agents, employees and contractors are hereby declared to be held harmless and not legally responsible for any or all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees, that have arisen or may arise out of the past design, construction, operation, and maintenance of the Utilities. This immunity shall include but not be limited to immunity from injury to persons, damage to property or property rights, or violation of any governmental law, rule, regulation, or requirement that may arise from the design, construction, operation, or maintenance of the Utilities or extension thereof to any other regional or central wastewater utility.

**SECTION 6. RECEIVER'S SEPARATION OF FUNDS.**

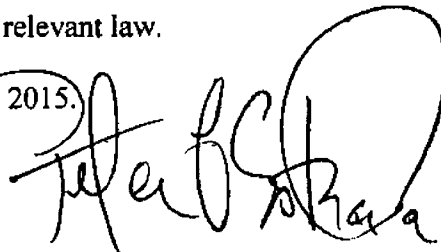
Receiver is hereby directed by this Court to maintain a separate account and records for the management of the Utilities.



Additionally, this Court hereby directs that the revenues from the Utilities are to be considered the revenues of the Receivership, and not the revenues of the Defendant. Any revenues of the Receivership not expended during the term of the Receivership shall be transferred to the ultimate purchaser of the Utilities, not to the Defendant.

**SECTION 7. RECEIVER'S OBLIGATIONS FOR OPERATION.** The Receiver in this cause is hereby directed to operate the Utilities and pay the operating costs and debt service of the Utilities until the Utilities are disposed of as provided in this Order. The Utilities shall be operated by the Receiver in such a manner so as to provide efficient, effective, and environmentally sound continuous service to the customers of the Utilities during the term of the Receivership. In carrying out its responsibilities under this Order, the Receiver is not obligated to expend funds other than revenues of the Receivership and other funds received by the Receiver pursuant to Section 3 of this Order. While operating the Utilities as Receiver, the City of Sebring shall be exempt from regulation by the Public Service Commission pursuant to Section 367.022(2), Florida Statutes, and other relevant law.

Ordered this 8<sup>th</sup> day of May, 2015.



Peter F. Estrada, Circuit Judge

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing Order Appointing Receiver and Authorizing Sale has been furnished by U.S. mail, postage paid this 8 day of May, 2015, to:

J. Ross Macbeth, Esq.  
Attorney for Highlands County  
2543 US 27 South  
Sebring, FL 33870

Robert S. Swaine, Esq.  
Swaine & Harris, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870

R. Greg Harris, Registered Agent  
Country Club Utilities, Inc.  
3035 Wynstone Drive  
Sebring, FL 33875

John K. McClure, Esq.  
211 South Ridgewood Drive  
Sebring, FL 33870

Charles J. Beck, General Counsel  
Kelley F. Corbari, Esq.  
Adam J. Teitzman, Esq.  
Office of the General Counsel  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

J.R. Kelly, Public Counsel  
Erik L. Sayler, Esq.  
Stephen C. Reilly, Esq.  
Office of Public Counsel  
c/o The Florida Legislature  
111 West Madison Street, Rm. 812  
Tallahassee, FL 32399-1400

  
\_\_\_\_\_  
Judicial Assistant

**REVISED AGREEMENT FOR THE SALE AND PURCHASE  
OF WATER AND SEWER SYSTEMS**

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

**WITNESSETH:**

**WHEREAS**, Seller owns and operates a potable water production and distribution system (herein called the "Water System") and a wastewater collection and treatment system (herein called the "Wastewater System") and a franchise to operate the same in an unincorporated area of Highlands County covering the Country Club of Sebring and certain other undeveloped property in the vicinity of Sebring, Florida (herein collectively called the "Systems"); and

**WHEREAS**, Seller is willing to sell all of the assets of the Systems, including customer base and territory, wells, water distribution and transmission lines, lift stations, sewerage collections lines, manholes, valves, pumps, motors, all equipment necessary to operate the plant and attendant treatment facilities together with adequate space, to be determined by Purchaser, around each of those facilities for maintenance and fencing (herein called the "Assets"), together with all necessary easements for the sewage collection and water distribution facilities and necessary transmission lines providing for the access, operation, maintenance and improvements of all parts and components of the Systems; and

**WHEREAS**, Seller omitted to disclose a pending Settlement Agreement with The Florida Public Service Commission that had not been completely performed, and compliance with the terms of the Settlement Agreement affects the terms and conditions of this Agreement, thus requiring revision and resubmission to the Court for approval of the terms contained herein; and

**WHEREAS**, Purchaser is desirous of purchasing the Systems and ultimately interconnecting them into Purchaser's water and wastewater collection system (the "City Systems"), all in accordance with the terms and provisions set forth herein,

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

1. **SALE AND PURCHASE OF SYSTEMS.** Seller agrees to sell, transfer and convey to Purchaser and Purchaser agrees to purchase from Seller the real property used in connection with the Water System as depicted on Exhibit "A" attached hereto and a portion of the real property to be determined by Purchaser to be used in connection with the Wastewater System as depicted on Exhibit "B" attached hereto (herein collectively the "Real Property") and the Systems described in Exhibit "C" attached hereto and, if not on public right-of-way, sufficient land around them with adequate full time access to allow for their proper operation, maintenance and replacement; all easements or rights of access needed to service and maintain the Systems; Seller's territories and operating tariffs as described on Exhibit "D" attached hereto; and Seller's existing customers

as described on Exhibit "E" attached hereto. Seller shall retain the portion of Exhibit "B" not transferred to Purchaser and, after interconnection, Seller shall be responsible for decommissioning and demolishing the wastewater treatment plant in accordance with all laws and regulatory requirements.

2. **CONSIDERATION FOR SALE AND PURCHASE.** The agreed monetary consideration for the sale and purchase of the Systems is Purchaser's payment of the valid judgment liens, mortgage liens and operational debt, less any principal reduction paid by Purchaser as receiver, on the Systems shown on Exhibit "F" attached hereto not to exceed \$720,000.00. In addition to the monetary consideration, Purchaser agrees that:

- A. The current customers of the Seller shall not bear any additional costs to interconnect to the City Systems, and will be required to pay the same rates and charges that are paid by the Purchaser's other customers that are similarly located outside the city limits. The rates and charges for the Purchaser's customers that are located outside the city limits may change from time to time as authorized by Purchaser in accordance with Florida law.
- B. Subject to acts of God and other matters beyond Purchaser's control, Purchaser shall provide uninterrupted service to all existing customers of Seller.
- C. Purchaser will provide water and sewer service upon request and payment of appropriate fees and charges to all property in the territory and shall continue to provide such services so long as Purchaser's charges for such services are paid when due.

3. **CUSTOMER DEPOSITS, RECORDS, AND REVENUE.** Seller shall transfer all customer records and unbilled revenue to Purchaser upon Purchaser's appointment as Receiver of the Systems. Seller intends to bill all accounts in the days leading up to the Purchaser's appointment as Receiver and Seller will retain ownership of the accounts receivable as billed revenue. Promptly after billing, Seller will give Purchaser all meter readings from its final billings. Seller shall retain the responsibility to return any customer deposits and advanced payment credit balances after Closing and collect any unbilled revenue as of that date. Seller shall provide Purchaser with a list of reconciled accounts within thirty (30) days of reconciliation. Purchaser shall have no obligation to provide any customer with a credit or refund any credit.

4. **INSPECTION PERIOD.** Purchaser shall have a period of one year after full execution of this Revised Agreement (herein referred to as "the Inspection Period") to inspect the Property. Seller, following reasonable notice from Purchaser, shall provide Purchaser and its agents and consultants reasonable access to the Property, provided that in each such case Seller shall have the right to have a representative of Seller present during the course of each such entry. In the event that the results of Purchaser's inspections, investigations, reviews and feasibility studies are, in Purchaser's sole opinion and sole discretion, unacceptable for any reason whatsoever, Purchaser shall give Seller written notice before the end of the Inspection Period that it intends to terminate the transaction contemplated by this Agreement, and this Agreement shall forthwith and thereupon be terminated, become null and void, and be of no further force and effect. If

Purchaser does not give such notice, the contingency shall have expired, and Purchaser shall proceed to Closing.

5. **TITLE TO REAL PROPERTY.** Within fifteen (15) days prior to Closing, Purchaser may acquire, at Purchaser's expense, a title insurance commitment in the amount of Purchaser's estimated value of the Real Property being conveyed by Seller to Purchaser insuring good and marketable title thereto with all standard exceptions deleted. Purchaser shall have ten (10) days thereafter to examine the commitment and notify Seller, in writing, if title is not acceptable and specifying the defects. Acceptable title shall be a good and merchantable fee simple title, subject only to easements and restrictions of record and taxes not then due and payable. If title is not acceptable, Seller shall have ninety (90) days from the receipt of the notice of title defects in which to cure or remove the same, at its expense. If Seller fails to cure or remove any defect within such period, or as extended, Purchaser shall have five (5) business days after notice thereof to promptly either: 1) waive the title defects and proceed with the purchase; or 2) terminate this agreement.

6. **EASEMENTS.** Seller shall convey all of its rights to any easements utilized in the operation, maintenance and improvement of the Assets as of Closing. Seller shall cooperate and use its best efforts to assist Purchaser in acquiring any easements necessary to operate the Systems that Seller does not currently have.

7. **CLOSING.** This transaction shall be closed on or before thirty days after the expiration of the Inspection Period or sooner at Purchaser's election with 30 days written notice to Seller. Seller shall operate the Systems in a competent and professional manner until Purchaser is appointed as receiver for the Systems. Closing shall take place at the offices of Swaine & Harris, P.A., 425 South Commerce Avenue Sebring, Florida, or at such other place mutually agreeable to the parties.

A. At Closing, Seller shall deliver the following:

- (1) An executed Bill of Sale conveying the Systems and all of their constituent parts, equipment and spare parts to Purchaser free and clear of all liens;
- (2) Proper assignment of any and all contracts that Purchaser has separately agreed in writing to accept, accounts receivable, tariffs, licenses, territory and permits together with any necessary third party consents;
- (3) Proper assignment of all easements to which Seller is a party related to the Systems;
- (4) An executed Warranty Deed conveying marketable title to the Real Property and any real property upon which lift stations are located to Purchaser;
- (5) An acceptable signed Seller's Closing Statement;

- (6) An estoppel letter from the lender or lenders on Seller's existing debt, setting forth the amount required to be paid as of Closing for Seller to be able to convey the Systems free and clear of all liens;
- (7) An executed assignment of all of Seller's customer records; and
- (8) Proper assignment of all warranties and continuing service contracts applicable to the Systems.

B. At Closing Purchaser shall deliver the following:

- (1) An acceptable signed Purchaser's Closing Statement; and
- (2) Funds representing the net cash due at Closing, less any approved adjustments.

Purchaser shall bear the cost of all documentary stamps required by law with respect to the deed and the recording of any curative documents. After Closing, Swaine & Harris, P.A. shall record the Deed, Easements and Assignment of Easements in the Public Records of Highlands County, Florida and deliver the Bill of Sale and Assignments of other rights and customer deposits to Purchaser, pay the outstanding debt reflected on Exhibit F.

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

- A. City Council holds a public hearing on the proposed purchase and fails to determine that the purchase is in the public interest.
- B. Adequate legal descriptions and good title to any real property to be conveyed in conjunction with the Real Property or lift stations are not provided by Seller, or if the existence, location, size and/or availability of the easements required to operate and maintain the Systems are not reasonably satisfactory to Purchaser.
- C. Seller violates any covenant, term or condition of this Agreement prior to Closing.
- D. In the event that the results of Purchaser's inspections, investigations, reviews and feasibility studies are, in Purchaser's sole opinion and sole discretion, unacceptable for any reason whatsoever, the Purchaser shall give Seller written notice before the end of the Inspection Period that it intends to terminate the transaction contemplated by this Agreement, and this Agreement shall forthwith and thereupon be terminated, become null and void, and be of no further force and effect. If Purchaser does not give such notice, the contingency shall have expired, and Purchaser shall proceed to Closing.

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

- A. Litigation. There are no actions, suits or proceedings pending against Seller, with respect to the Systems or, to Seller's best knowledge, threatened against or affecting Seller or the Systems before any court or administrative body or agency having jurisdiction over Seller or the Systems except as set forth on Exhibit "G" attached hereto.
- B. Environmental Matters. There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, investigation or proceeding pending or, to the best knowledge of Seller, threatened against Seller, or relating in any way to applicable environmental, health and safety laws or regulations, including any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any hazardous materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, including any state or local counterparts or equivalent, in each case, order, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time, including: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); and (xv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.) (collectively "Environmental Law").
- C. Title to Assets. Seller has good and marketable title to the Systems, and can deliver them free and clear of any liens and claims at Closing other than as described on Exhibit "F".
- D. Permits. To the best of Seller's knowledge, the items listed on Exhibit "H" attached hereto comprise all of the governmental permits, franchises and licenses required to carry on the operation of the Systems. True and correct copies of such permits, franchises and licenses have been delivered to the Purchaser and Seller

will transfer the permits, franchises and licenses concerning the Systems to the Purchaser at Closing.

- E. Compliance with Laws and Regulations. To Seller's best knowledge, Seller has not violated or failed to comply with any applicable statute, law, ordinance or regulation of any governmental agency and Seller has not received any notice asserting that such violation or failure of compliance has occurred that has not been corrected other than as described on Exhibit "G".
- F. Exclusive Offer. Upon Seller's execution of this agreement it will constitute an exclusive offer to sell the Systems to Purchaser and Seller shall not thereafter negotiate with any other entity for said sale until and unless Seller's offer is not accepted by Purchaser by December 1, 2015 or, if so accepted by Purchaser, is terminated by Purchaser pursuant to paragraph 8 of this contract.
- G. Authority. Seller has the legal authority to enter into this agreement and has obtained such governmental and shareholder consents as are necessary to transfer the Systems to Purchaser.
- H. Surveys. Seller shall provide Purchaser with copies of all surveys made of the Real Property and the lift station locations within five (5) days of execution of this Agreement.
- I. Financial Records. Seller shall provide Purchaser with copies of: the most recent income and expense statement of the utility; the most recent balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon; and a statement of the existing rate base of the utility for regulatory purposes within five (5) days of execution of this Agreement.
- J. Representations True at Closing. All representations and warranties set forth in this Agreement shall be true and correct as of the closing date just as if such representations and warranties were made as of and at that date.

10. **REPRESENTATIONS AND WARRANTIES OF PURCHASER.**

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



11. **CONDITION OF SYSTEMS.** The Systems are to be transferred or conveyed by Seller to Purchaser "as is" and Seller makes no representation or warranty whatsoever concerning the condition of the Systems, except as otherwise set forth herein.

12. **COMPLIANCE.** The parties shall comply with §180.301 and §367.071(4)(a), Florida Statutes. Seller shall provide Purchaser the most recent available income and expense statement, balance sheet, and statement of rate base for regulatory purposes and contributions-in-aid-of-construction of the Systems. While the sale of facilities, in whole or part, to a governmental authority shall be approved by the Public Service Commission ("PSC") as a matter of right, Purchaser shall file an application with the PSC in a timely manner.

13. **COVENANTS OF SELLER.** Seller covenants and agrees that, between the time of execution of this Agreement and Purchaser has been appointed as Receiver, Seller shall operate the Systems diligently in the same manner as heretofore and will not make or institute any changes in its method of management or operation unless required by the Florida Department of Environmental Protection to do so and Seller shall not:

- A. Sell, transfer, lease or otherwise dispose of any asset relating to the Systems;
- B. Collect any prepayment for services to be provided by Purchaser after Closing;
- C. Waive or permit the loss of any substantial right relating to the Systems; or
- D. Collect any user fee for connection to the Systems without Purchaser's consent, which consent will not be unreasonably withheld, and provided that any such connection fee so collected will be applied in reduction of the cash due to Purchaser at Closing.

14. **CONTINGENCIES.** The obligation of the parties under this Agreement shall be subject to the following contingencies, which may be waived only by Purchaser:

- A. **Water Capacity.** The current SWFWMD permit number 20007704.005 provides total water withdrawal of 183,000 gallons per day (gpd) on an annual average basis, 234,000 gpd on a peak month basis and 183,000 gpd on an annual average drought quantity basis. The current permit expires October 12, 2016. Presently, SWFWMD claims Seller is over pumping its entire permitted capacity.
- B. **Wastewater Treatment Plant and Wastewater Capacity.** Seller represents that its wastewater treatment plant has an operating capacity of 80,000 gpd.
- C. **Public Interest.** City Council holds a public hearing and determines that the purchase is in the public interest.
- D. **Release of DEP Judgment.** Release of the Consent Judgment in favor of State of Florida, Department of Environmental Protection dated 20 February 2014 and recorded in Official Records Book 2417, Page 552 and re-recorded in Official Records Book 2450, Page 1108 of the Public Records of Highlands County, Florida.

E. Release of the Right of First Refusal by the Grantees named therein dated July 31, 2003 and recorded in Official Records Book 1693, Page 1562 of the Public Records of Highlands County, Florida.

F. Compliance with Florida Public Service Commission Order. Recognition of terms of FPSC Order No. PSC-14-0225-AS-WS, issued May 12, 2014, in Docket No. 140031-WS, and compliance with all terms and conditions contained therein by payment of the 2014 Regulatory Assessment Fees, as certified by The Florida Public Service Commission.

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

Seller:  
R. Greg Harris, President  
Country Club Utilities, Inc.  
3035 Wynstone Drive  
Sebring, FL 33875

Purchaser:  
City of Sebring  
Attention: City Administrator  
368 South Commerce Avenue  
Sebring, Florida 33870

copy to:  
John K. McClure  
211 South Ridgewood Drive  
Sebring, FL 33870

copy to:  
Robert S. Swaine, City Attorney  
Swaine & Harris, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870

Florida Public Service Commission:  
Charles J. Beck, General Counsel  
Kelley F. Corbari, Esq.  
Adam J. Teitzman, Esq.  
Office of the General Counsel  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Florida Office of Public Counsel:  
J.R. Kelly, Public Counsel  
Erik L. Sayler, Esq.  
Stephen C. Reilly, Esq.  
Office of Public Counsel  
c/o The Florida Legislature  
111 West Madison Street, Rm. 812  
Tallahassee, FL 32399-1400

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida. The venue for purposes of litigation shall be Highlands County, Florida.

17. **ATTORNEY'S FEES.** In any action brought by either party for the interpretation or enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collections, from the losing party.

18. **SURVIVAL OF CLOSING.** Seller's representations shall survive closing and shall remain enforceable.

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

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

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

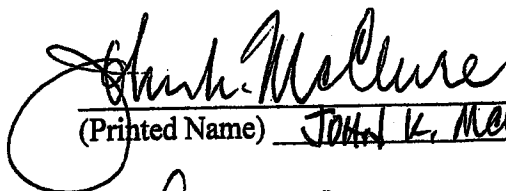
22. **MULTIPLE ORIGINALS.** This Agreement is executed in multiple copies, each of which shall be deemed an original.

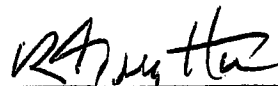
23. **CONSENT.** R. Greg Harris and Janet B. Harris hereby consent to this Agreement and, as holders of that certain Mortgage given by Country Club Utilities, Inc. to R. Greg Harris and Janet B. Harris dated 20 October 2014 and recorded in Official Records Book 2449, Page 1080 of the Public Records of Highlands County, Florida agree that they will not demand payment of the Note secured by that Mortgage from Seller until the earlier of a Closing on this Agreement or Purchaser terminates this agreement. R. Greg Harris and Janet B. Harris represent that the current balance on that Note is \$149,854.88, that they will not lend any additional money to Seller by virtue of the future advance clause in the Mortgage and they agree to waive accrual of any interest upon the debt until the earlier of a Closing on this Agreement or Purchaser terminates this agreement.

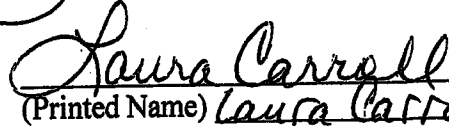
EXECUTED by Seller this 13 day of April, 2015.

Two Witnesses as to Seller:

**COUNTRY CLUB UTILITIES, INC.** a  
Florida corporation

  
(Printed Name) JOHN K. McCLURE

By:   
R. Greg Harris, President

  
(Printed Name) Laura Carroll

(corporate seal)

*R. Greg Harris*

---

R. Greg Harris, Individually  
Co-Holder of the Note

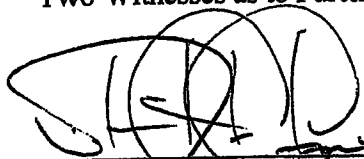
*Janet B. Harris*


---

Janet B. Harris, Individually  
Co-Holder of the Note

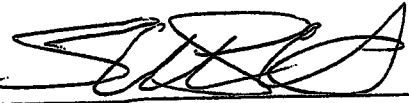
EXECUTED by Purchaser this 5<sup>th</sup> day of May, 2015.

Two Witnesses as to Purchaser:

  
(Printed Name) Scott Stanley

  
(Printed Name) Scott N. Lich

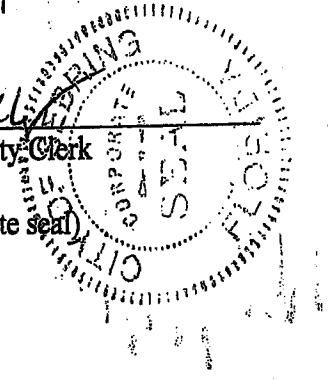
CITY OF SEBRING, a Florida municipal corporation

By:   
John Griffin, City Council President  
Scott Stanley

Attest:

By:   
Kathy Haley, City Clerk

(corporate seal)

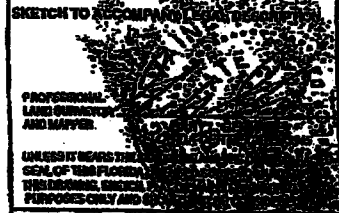


**GERMAINE SURVEYING INC.**  
 PROFESSIONAL LAND SURVEYORS

2825 WINDHURST BLVD. SUITE (302) 325-1824  
 SEASIDE, FLORIDA 32586 FAX: (904) 325-1825  
 COMPANY LICENSE #0817

DATE	12-20-03	SCALE	1"=100'
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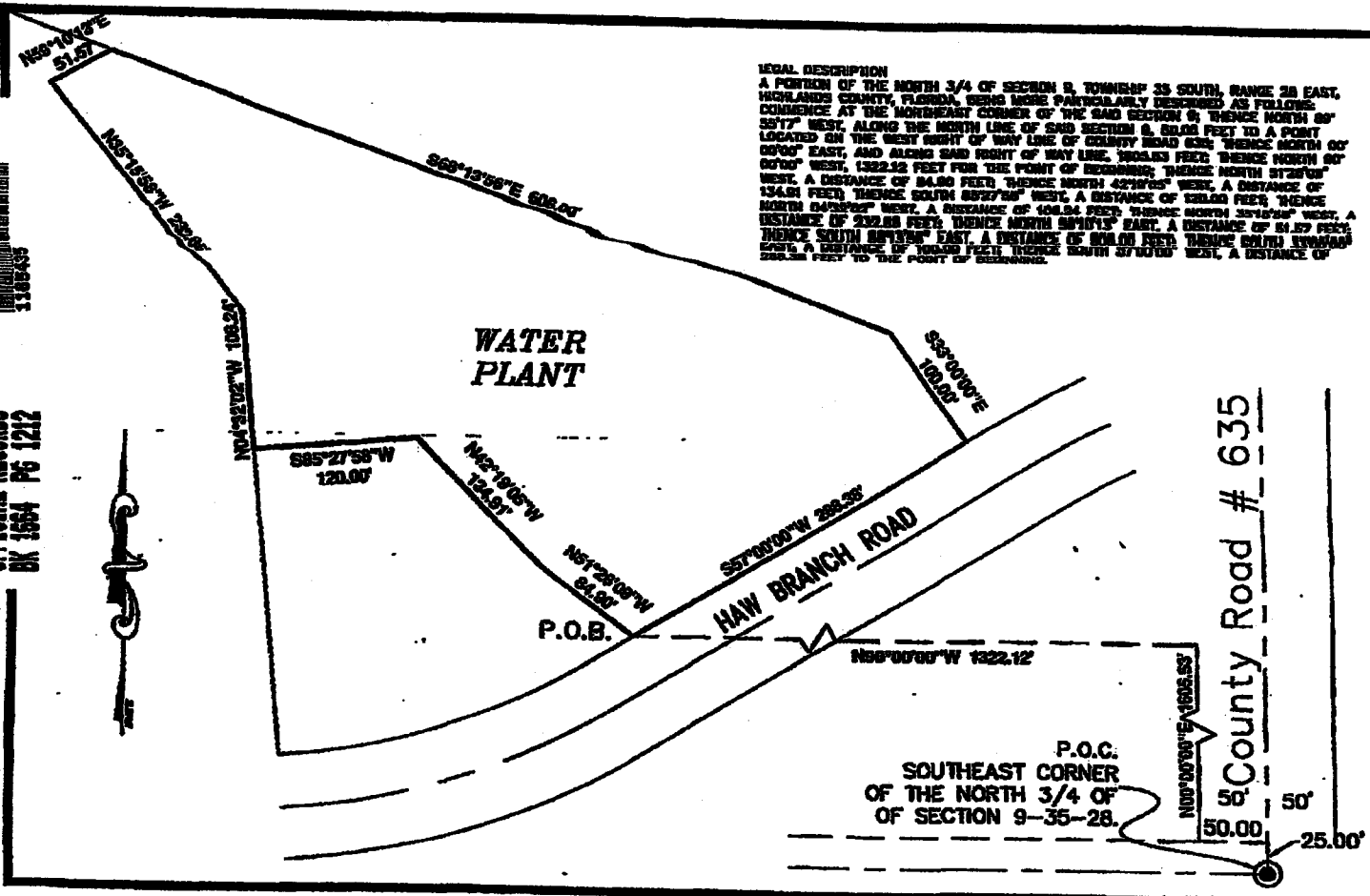
**THIS IS NOT A SURVEY!!!**



- GENERAL NOTES**
- 1) S.P. SET IRON ROD WITH CAP
  - 2) P.L. FOUNDATION
  - 3) P.P. FOUNDATION
  - 4) S.O.L. SET 4"x4" CONCRETE MONUMENT
  - 5) S.O.L. FOUNDATION
  - 6) P.O.P. PERMANENT CONTROL POINT
  - 7) S.M.D. SET NAIL A BRASS FOR STAMPED "PLS MON"
  - 8) P.O.L. FOUNDATION & S.P.
  - 9) P.O.L. POINT OF BEGINNING
  - 10) P.O.L. POINT OF COMMENCEMENT
  - 11) CONC. CONCRETE
  - 12) (P) AS RECORDED OR ELAT
  - 13) (D) AS RECORDED OWNERS
  - 14) (T) AS ESTABLISHED IN FIELD
  - 15) (F) FRONTED MEASUREMENT
  - 16) (M) OVERHEAD MEASUREMENT
  - 17) S.M.F. BARBED WIRE FENCE
  - 18) C.P.L. CONCRETE BLOCK STRUCTURE
  - 19) S.L.F. CHAIN LINK FENCE
  - 20) W.F. WOOD FENCE

SHEET 1 OF 1

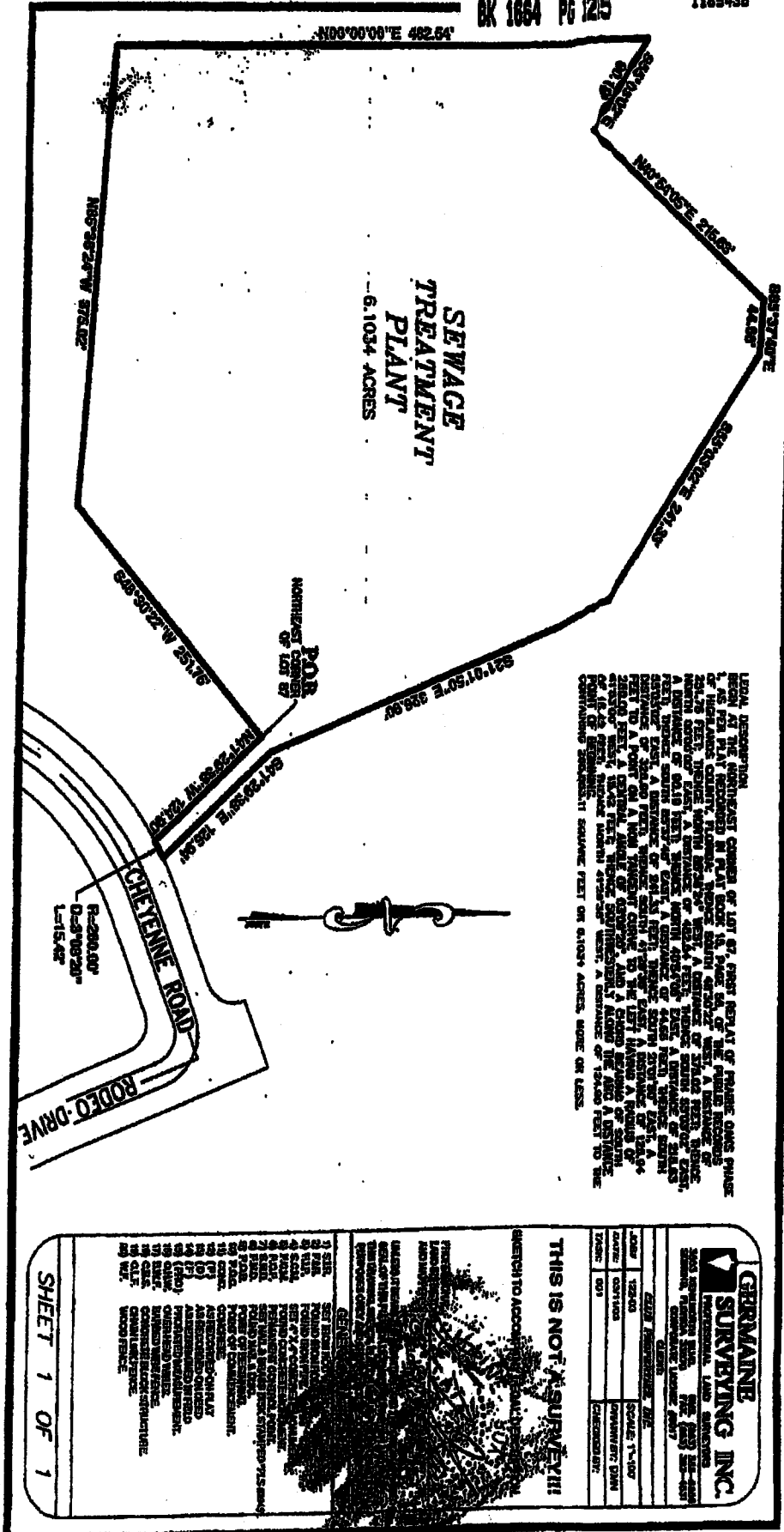
**LEGAL DESCRIPTION**  
 A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 35 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SAID SECTION 9; THENCE NORTH 80° 33'17" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, 80.00 FEET TO A POINT LOCATED ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 635; THENCE NORTH 00° 00'00" EAST, AND ALONG SAID RIGHT OF WAY LINE, 100.00 FEET; THENCE NORTH 00° 00'00" WEST, 1322.12 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 37°20'00" WEST, A DISTANCE OF 84.80 FEET; THENCE NORTH 42°20'00" WEST, A DISTANCE OF 134.01 FEET; THENCE SOUTH 82°27'00" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 04°20'00" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 37°15'00" WEST, A DISTANCE OF 332.00 FEET; THENCE NORTH 89°10'13" EAST, A DISTANCE OF 61.87 FEET; THENCE SOUTH 89°10'13" EAST, A DISTANCE OF 806.00 FEET; THENCE SOUTH 87°00'00" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 37°00'00" WEST, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.



OFFICIAL RECORDS  
 BK 1564 PG 1212

FILED 1108435 RD: Mr 31 2003 @ 10:35 AM  
 L.E. "Luke" Brooker Clerk of Courts Highlands Co

Exhibit "A"



LOCAL DESCRIPTION  
 BEGAN AT THE NORTHWEST CORNER OF LOT 67, FIRST REPLAT OF PUBLIC GOLF COURSE PHASE 1, AS PER PLAN RECORDED IN PLAT BOOK 16, PAGE 84, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, MISSOURI, AND THENCE S89°39'59"E 241.50 FEET TO A POINT OF BEGINNING (POB) MARKED BY AN IRON NAIL, THENCE S41°01'50"E 399.98 FEET TO A POINT ON A LINE THENCE S21°01'50"E 399.98 FEET TO A POINT ON A LINE THENCE S47°39'59"W 128.54 FEET TO A POINT ON A LINE THENCE N47°26'53"W 241.50 FEET TO A POINT ON A LINE THENCE N89°36'24"W 572.02 FEET TO THE POINT OF BEGINNING. THE NORTH 47°39'59" WEST, A DISTANCE OF 128.54 FEET TO THE CONTIGUOUS SEQUENTIALLY SQUARE FEET ON SAID LOT 67, MORE OR LESS.

**GERVAINE SURVEYING INC.**  
 PROFESSIONAL LAND SURVEYORS  
 2802 W. HUNTING BLVD. STE. 200  
 HIGHLANDS COUNTY, MISSOURI 64501  
 (417) 435-5555  
 FAX (417) 435-5556

DATE: 03-03 SCALE: 1"=80'  
 DATE: 03-03 PERMIT NO. 0001  
 DATE: 03-03 RECORDED BY:

THIS IS NOT A SURVEY!!!

SKETCH TO ACCOMPANY DEED

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SHEET 1 OF 1

**CLASS "C"**  
**WATER AND/OR WASTEWATER UTILITIES**  
(Gross Revenue of Less Than \$200,000 Each)

***ANNUAL REPORT***

OF

**COUNTRY CLUB UTILITIES, INC.**  
Exact Legal Name of Respondent

**540W & 468S**  
Certificate Number(s)

Submitted To The  
***STATE OF FLORIDA***

***PUBLIC SERVICE COMMISSION***

FOR THE

**YEAR ENDED DECEMBER 31, 2013**

Form PSC/AFD 008-W (Rev. 12/89)

**Exhibit "C"**



## GENERAL INSTRUCTIONS

1. Prepare this report in conformity with the 1996 National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts for Water and Wastewater Utilities as adopted by Rule 25-30.115 (1), Florida Administrative Code.
2. Interpret all accounting words and phrases in accordance with the Uniform System of Accounts (USOA), Commission Rules and the definitions on next page.
3. Complete each question fully and accurately, even if it has been answered in a previous annual report. Enter the word "None" where it truly and completely states the fact.
4. For any question, section, or page which is not applicable to the respondent enter the words "Not Applicable." Do not omit any pages.
5. Where dates are called for, the month and day should be stated as well as the year.
6. All schedules requiring dollar entries should be rounded to the nearest dollar.
7. Complete this report by means which result in a permanent record. You may use permanent ink or a typewriter. Do not use a pencil.
8. If there is not enough room on any schedule, an additional page or pages may be added provided the format of the added schedule matches the format of the schedule in the report. Additional pages should reference the appropriate schedules, state the name of the utility, and state the year of the report.
9. If it is necessary or desirable to insert additional statements for the purpose of further explanation of schedules, such statements should be made at the bottom of the page or on an additional page. Any additional pages should state the name of the utility and the year of the report, and reference the appropriate schedule.
10. The utility shall file the original and two copies of the report with the Commission at the address below, and keep a copy for itself. Pursuant to Rule 25-30.110 (3), Florida Administrative Code, the utility must submit the report by March 31 for the preceding year ending December 31.

Florida Public Service Commission  
Division of Economic Regulation  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

11. Pursuant to Rule 25-30.110 (7) (a), Florida Administrative Code, any utility that fails to file its annual report or extension on or before March 31, or within the time specified by any extension approved in writing by the Division of Economic Regulation, shall be subject to a penalty. The penalty shall be based on the number of calendar days elapsed from March 31, or from an approved extended filing date, until the date of filing. The date of filing shall be included in the days elapsed.

## GENERAL DEFINITIONS

**ADVANCES FOR CONSTRUCTION** - This account shall include advances by or in behalf of customers for construction which are to be refunded either wholly or in part. (USOA)

**ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION (AFUDC)** - This account shall include concurrent credits for allowance for funds used during construction based upon the net cost of funds used for construction purposes and a reasonable rate upon other funds when so used. Appropriate regulatory approval shall be obtained for "a reasonable rate". (USOA)

**AMORTIZATION** - The gradual extinguishment of an amount in an account by distributing such amount over a fixed period, over the life of the asset or liability to which it applies, or over the period during which it is anticipated the benefit will be realized. (USOA)

**CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC)** - Any amount or item of money, services, or property received by a utility, from any person or governmental agency, any portion of which is provided at no cost to the utility, which represents an addition or transfer to the capital of the utility, and which is utilized to offset the acquisition, improvement, or construction costs of the utility's property, facilities, or equipment used to provide utility services to the public. (Section 367.021 (3), Florida Statutes)

**CONSTRUCTION WORK IN PROGRESS (CWIP)** - This account shall include the cost of water or wastewater plant in process of construction, but not yet ready for services. (USOA)

**DEPRECIATION** - The loss in service value not restored by current maintenance, incurred in connection with the consumption or prospective retirement of utility plant in the course of service from causes which are known to be in the current operation and against which the utility is not protected by insurance. (Rule 25-30.140 (I), Florida Administrative Code)

**EFFLUENT REUSE** - The use of wastewater after the treatment process, generally for reuse as irrigation water or for in plant use. (Section 367.021 (6), Florida Statutes)

**EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WATER)** - (Rule 25-30.515 (8), Florida Administrative Code.)

- (a) 350 gallons per day;
- (b) The number of gallons a utility demonstrates in the average daily flow for a single family unit; or
- (c) The number of gallons which has been approved by the DEP for a single family residential unit.

**EQUIVALENT RESIDENTIAL CONNECTION (ERC) - (WASTEWATER)** - Industry standard of 80% of Water ERC or 280 gallons per day for residential use.

**GUARANTEED REVENUE CHARGE** - A charge designed to cover the utility's costs including, but not limited to the cost of the operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the utility for facilities, a portion of which may not be used and useful to the utility or its existing customers. (Rule 25-30.515 (9), Florida Administrative Code)

**LONG TERM DEBT** - All Notes, Conditional Sales Contracts, or other evidences of indebtedness payable more than one year from date of issue. (USOA)

**PROPRIETARY CAPITAL ( For proprietorships and partnerships only )** - The investment of a sole proprietor, or partners, in an unincorporated utility. (USOA)

**RETAINED EARNINGS** - This account reflects corporate earnings retained in the business. Credits would include net income or accounting adjustments associated with correction of errors attributable to a prior period. Charges to this account would include net losses, accounting adjustments associated with correction of errors attributable to a prior period or dividends. (USOA)

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AFUDC Capital Structure Adjustments	F-10
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Wastewater Operation and Maintenance Expense	S-3
Wastewater Customers	S-3
Pumping Equipment, Collecting and Force Mains and Manholes	S-4
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<b>VERIFICATION SECTION</b>	<b>PAGE</b>
Verification	V-1

**FINANCIAL  
SECTION**

**REPORT OF**

**COUNTRY CLUB UTILITIES, INC.**  
(EXACT NAME OF UTILITY)

<u>3035 WYNSTONE DR, SEBRING, FL 33875-4745</u>	<u>SAME</u>	<u>HIGHLANDS</u>
<small>Mailing Address</small>	<small>Street Address</small>	<small>County</small>

Telephone Number 863-382-3550 Date Utility First Organized 2/19/1993

Fax Number 863-382-3550 E-mail Address rgregharris@gmail.com

Sunshine State One-Call of Florida, Inc. Member No. \_\_\_\_\_

Check the business entity of the utility as filed with the Internal Revenue Service:

Individual     Sub Chapter S Corporation     1120 Corporation     Partnership

Name, Address and phone where records are located: SAME AS REGULAR MAILING ADDRESS; ABOVE

Name of subdivisions where services are provided: COUNTRY CLUB OF SEBRING, SEBRING, FLORIDA

**CONTACTS:**

Name	Title	Principal Business Address	Salary Charged Utility
Person to send correspondence: <u>R. GREG HARRIS</u>	<u>PRESIDENT</u>	<u>3035 WYNSTONE DR SEBRING, FL 33875</u>	NONE
Person who prepared this report: <u>ROBIN A REED</u>	<u>CPA</u>	<u>1 HAMMOCK FALLS CIR SEBRING, FL 33872</u>	NONE
Officers and Managers:			\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Report every corporation or person owning or holding directly or indirectly 5 percent or more of the voting securities of the reporting utility:

Name	Percent Ownership in Utility	Principal Business Address	Salary Charged Utility
<u>R. GREG HARRIS</u>	<u>100%</u>	<u>SAME AS ABOVE</u>	\$ NONE
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
DECEMBER 31, 2013

INCOME STATEMENT

Account Name	Ref. Page	Water	Wastewater	Other	Total Company
<b>Gross Revenue:</b>					
Residential_____		\$ 125,138	\$ 81,691	\$ _____	\$ 206,828
Commercial_____		7,642	2,867	_____	10,509
Industrial_____		0	0	_____	0
Multiple Family_____		10,235	13,609	_____	23,844
Guaranteed Revenues_____		_____	_____	_____	0
Other (Specif LATE CHGS)		1,065	_____	_____	1,065
		_____	_____	_____	0
<b>Total Gross Revenue_____</b>		<b>\$ 144,079</b>	<b>\$ 98,167</b>	<b>\$ _____</b>	<b>\$ 242,246</b>
<b>Operation Expense (Must tie to pages W-3 and S-3)</b>	W-3				
	S-3	\$ 128,236	\$ 76,104	\$ _____	\$ 202,340
Depreciation Expense_____	F-5	38,070	15,956	_____	54,026
CIAC Amortization Expense_____	F-8	-25,311	-11,139	_____	-36,450
Taxes Other Than Income_____	F-7	12,173	7,116	_____	19,289
Income Taxes_____	F-7	0	0	_____	0
<b>Total Operating Expense</b>		<b>\$ 151,167</b>	<b>88,037</b>	<b>_____</b>	<b>\$ 239,204</b>
<b>Net Operating Income (Loss)</b>		<b>\$ -7,088</b>	<b>\$ 10,130</b>	<b>\$ _____</b>	<b>\$ 3,042</b>
<b>Other Income:</b>					
Nonutility Income_____		\$ _____	\$ _____	\$ _____	\$ _____
		_____	_____	_____	_____
		_____	_____	_____	_____
<b>Other Deductions:</b>					
Miscellaneous Nonutility Expenses_____		\$ _____	\$ _____	\$ _____	\$ _____
Interest Expense_____		_____	_____	40,474	40,474
<b>AMORTIZATION OF COSTS</b>		_____	_____	1,221	1,221
		_____	_____	_____	_____
		_____	_____	_____	_____
<b>Net Income (Loss)</b>		<b>\$ -7,088</b>	<b>\$ 10,130</b>	<b>\$ -41,695</b>	<b>\$ -38,653</b>

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
DECEMBER 31, 2013

**COMPARATIVE BALANCE SHEET**

ACCOUNT NAME	Reference Page	Current Year	Previous Year
<b>Assets:</b>			
Utility Plant in Service (101-105) -----	F-5,W-1,S-1	\$ <u>2,233,756</u>	\$ <u>2,233,756</u>
Accumulated Depreciation and Amortization (108) -----	F-5,W-2,S-2	<u>1,432,598</u>	<u>1,378,572</u>
Net Utility Plant -----		\$ <u>801,158</u>	\$ <u>855,184</u>
Cash -----		<u>1,999</u>	<u>8,771</u>
Customer Accounts Receivable (141) -----		<u>1,258</u>	<u>2,355</u>
Other Assets (Specify): -----			
ACQ ADJ, NET OF AMORT -----		<u>4,882</u>	<u>6,102</u>
UNAMORTIZED LOAN COSTS -----		<u>0</u>	<u>0</u>
LOANS TO STOCKHOLDER -----		<u>0</u>	<u>0</u>
OTHER LOANS RECEIVABLE -----		<u>3,890</u>	<u>3,890</u>
Total Assets -----		\$ <u>813,176</u>	\$ <u>876,303</u>
<b>Liabilities and Capital:</b>			
Common Stock Issued (201) -----	F-6	<u>1,000</u>	<u>1,000</u>
Preferred Stock Issued (204) -----	F-6		
Other Paid in Capital (211) -----			
Retained Earnings (215) -----	F-6	<u>-472,382</u>	<u>-433,729</u>
Proprietary Capital (Proprietary and partnership only) (218) -----	F-6		
Total Capital -----		\$ <u>-471,382</u>	\$ <u>-432,729</u>
Long Term Debt (224) -----	F-6	\$ <u>466,348</u>	\$ <u>580,398</u>
Accounts Payable (231) -----		<u>36,910</u>	<u>35,415</u>
Notes Payable (232) -----			
Customer Deposits (235) -----		<u>4,760</u>	<u>7,506</u>
Accrued Taxes (236) -----		<u>46,632</u>	<u>32,336</u>
Other Liabilities (Specify) -----			
Due to Shareholders -----		<u>131,312</u>	<u>41,453</u>
FPSC RAF Payable Current Year -----		<u>10,901</u>	<u>11,293</u>
Advances for Construction -----			
Contributions in Aid of Construction - Net (271-272) -----	F-8	<u>587,705</u>	<u>620,630</u>
Total Liabilities and Capital -----		\$ <u>813,176</u>	\$ <u>876,303</u>

UTILITY NAME COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
DECEMBER 31, 2013

**GROSS UTILITY PLANT**

Plant Accounts: (101 - 107) inclusive	Water	Wastewater	Plant other Than Reporting Systems	Total
Utility Plant in Service (101)	\$ <u>\$1,564,754</u>	\$ <u>\$669,002</u>	\$ _____	\$ <u>\$2,233,756</u>
Construction Work in Progress (105) _____	_____	_____	_____	_____
Other (Specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>Total Utility Plant</b> _____	\$ <u>\$1,564,754</u>	\$ <u>\$669,002</u>	\$ _____	\$ <u>\$2,233,756</u>

**ACCUMULATED DEPRECIATION (A/D) AND AMORTIZATION OF UTILITY PLANT**

Account 108	Water	Wastewater	Other Than Reporting Systems	Total
Balance First of Year _____	\$ <u>\$919,552</u>	\$ <u>\$459,021</u>	\$ _____	\$ <u>\$1,378,572</u>
<b>Add Credits During Year:</b>				
Accruals charged to depreciation account _____	\$ <u>\$38,070</u>	\$ <u>\$15,868</u>	\$ _____	\$ <u>\$54,026</u>
Salvage _____	_____	_____	_____	_____
Other Credits (specify) _____	_____	_____	_____	_____
<b>Total Credits</b> _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Deduct Debits During Year:</b>				
Book cost of plant retired _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost of removal _____	_____	_____	_____	_____
Other debits (specify) _____	_____	_____	_____	_____
<b>Total Debits</b> _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Balance End of Year</b> _____	\$ <u>\$957,622</u>	\$ <u>\$474,977</u>	\$ _____	\$ <u>\$1,432,599</u>



UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
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CAPITAL STOCK ( 201 - 204 )

	Common Stock	Preferred Stock
Par or stated value per share _____	\$1	0
Shares authorized _____	1,000	0
Shares issued and outstanding _____	1,000	0
Total par value of stock issued _____	\$1,000	0
Dividends declared per share for year _____	\$0	0

RETAINED EARNINGS ( 215 )

	Appropriated	Un-Appropriated
Balance first of year _____	\$ 0	\$ -433,729
Changes during the year (Specify):		
_____	0	
Net Loss for 2013 _____	0	-38,653
_____	0	
Balance end of year _____	\$ 0	\$ -472,382

PROPRIETARY CAPITAL ( 218 )

	Proprietor Or Partner	Partner
Balance first of year _____	\$ _____	\$ _____
Changes during the year (Specify):		
_____		
_____		
Balance end of year _____	\$ 0	\$ 0

LONG TERM DEBT ( 224 )

Description of Obligation (Including Date of Issue and Date of Maturity):	Interest		Principal per Balance Sheet Date
	Rate	# of Pymts	
HIGHLANDS INDEPENDENT BANK NOTES	7%	120	\$ 382,403
WTP / PRIVATE ISSUE NOTES	7%	60	83,946
_____			
Total _____			\$ 466,348

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
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**TAX EXPENSE**

(a)	Water (b)	Wastewater (c)	Other (d)	Total (e)
<b>Income Taxes:</b>				
Federal income tax _____	\$ _____	\$ _____	\$ _____	\$ _____
State income Tax _____	_____	_____	_____	_____
<b>Taxes Other Than Income:</b>				
State ad valorem tax _____	_____	_____	_____	_____
Local property tax _____	\$5,689	\$2,689	_____	\$8,388
Regulatory assessment fee _____	\$8,484	\$4,418	_____	\$10,901
Other (Specify) _____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>Total Tax Expense</b> _____	\$ <b>\$12,173</b>	\$ <b>\$7,116</b>	\$ _____	\$ <b>\$19,289</b>

**PAYMENTS FOR SERVICES RENDERED BY OTHER THAN EMPLOYEES**

Report all information concerning outside rate, management, construction, advertising, labor relations, public relations, or other similar professional services rendered the respondent for which aggregate payments during the year to any corporation, partnership, individual, or organization of any kind whatever amounting to \$500 or more.

Name of Recipient	Water Amount	Wastewater Amount	Description of Service
PUGH UTILITIES	\$ 26,679	\$ 19,163	CERTIFIED OPERATOR
JOHN PHLESINGER	\$ 400	\$ 4,753	METER SERVICES
ANDREYEV ENGINEERING	\$ 2,000	\$ 0	MAINTENANCE
SHERI GLISSON	\$ 0	\$ 1,710	MAINTENANCE
KENT BOGGS	\$ 1,869	\$ 0	MAINTENANCE PONDS
ROB REED CPA	\$ 800	\$ 0	ACCOUNTING SERVICES
JOSH'S LAWN CARE	\$ 0	\$ 1,200	MAINTENANCE
ADVANTAGE SERVICES	\$ 715	\$ 0	PROFESSIONAL SERVICES
PELLA & ASSOCIATES CPA'S	\$ 4,176	\$ 0	ACCOUNTING SERVICES
BO'S LAWN SERVICE	\$ 0	\$ 910	MAINTENANCE
SWAINE & HARRIS	\$ 4,848	\$ 0	LEGAL SERVICES
LYONS TREE SERVICE	\$ 0	\$ 500	MAINTENANCE
POLSTON ENGINEERING	\$ 0	\$ 3,340	PROFESSIONAL SERVICES
<b>TOTALS</b>	<b>\$41,285</b>	<b>\$31,576</b>	<b>MAINTENANCE</b>

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
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CONTRIBUTIONS IN AID OF CONSTRUCTION (271)

(a)	Water (b)	Wastewater (c)	Total (d)
1) Balance first of year _____	\$ <u>\$1,012,451</u>	\$ <u>\$445,564</u>	\$ <u>\$1,458,014</u>
2) Add credits during year _____	\$ _____	\$ _____	\$ _____
3) Total _____	_____	_____	_____
4) Deduct charges during the year _____	_____	_____	_____
5) Balance end of year _____	<u>\$1,012,451</u>	<u>\$445,564</u>	<u>\$1,458,014</u>
6) Less Accumulated Amortization _____	<u>-\$616,702</u>	<u>-\$253,608</u>	<u>-\$870,309</u>
7) Net CIAC _____	\$ <u>\$395,749</u>	\$ <u>\$191,956</u>	\$ <u>\$587,705</u>

ADDITIONS TO CONTRIBUTIONS IN AID OF CONSTRUCTION DURING YEAR (CREDITS)

Report below all developers or contractors agreements from which cash or property was received during the year.		Indicate "Cash" or "Property"	Water	Wastewater
NONE DURING YEAR		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
Sub-total _____		_____	\$ _____	\$ _____
Report below all capacity charges, main extension charges and customer connection charges received during the year.			Water	Wastewater
Description of Charge	Number of Connections	Charge per Connection		
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Credits During Year (Must agree with line # 2 above.) _____			\$ _____	\$ _____

ACCUMULATED AMORTIZATION OF CIAC (272)

	Water	Wastewater	Total
Balance First of Year _____	\$ <u>\$591,390</u>	\$ <u>\$242,469</u>	\$ <u>\$833,859</u>
Add Debits During Year: _____	<u>\$25,311</u>	<u>\$11,139</u>	<u>\$36,450</u>
Deduct Credits During Year: _____	_____	_____	_____
Balance End of Year (Must agree with line #6 above.) _____	\$ <u>\$816,702</u>	\$ <u>\$253,608</u>	\$ <u>\$870,309</u>

**\*\* COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR \*\***

UTILITY NAME COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
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**SCHEDULE "A"**

**SCHEDULE OF COST OF CAPITAL USED FOR AFUDC CALCULATION (1)**

Class of Capital (a)	Dollar Amount (b)	Percentage of Capital (c)	Actual Cost Rates (d)	Weighted Cost [ c x d ] (e)
Common Equity	\$ _____	_____ %	%	_____ %
Preferred Stock	_____	_____ %	%	_____ %
Long Term Debt	_____	_____ %	%	_____ %
Customer Deposits	_____	_____ %	%	_____ %
Tax Credits - Zero Cost	_____	_____ %	0.00 %	_____ %
Tax Credits - Weighted Cost	_____	_____ %	%	_____ %
Deferred Income Taxes	_____	_____ %	%	_____ %
Other (Explain)	_____	_____ %	%	_____ %
<b>Total</b>	\$ _____	<u>100.00</u> %		_____ %

(1) Must be calculated using the same methodology used to calculate AFUDC rate approved by the Commission.

**APPROVED AFUDC RATE**

Current Commission approved AFUDC rate:	<u>11.29</u> %
Commission Order Number approving AFUDC rate:	<u>25788</u>

**\*\* COMPLETION OF SCHEDULE REQUIRED ONLY IF AFUDC WAS CHARGED DURING YEAR \*\***

UTILITY NAME COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT DECEMBER 31, 2013
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**SCHEDULE "B"**

**SCHEDULE OF CAPITAL STRUCTURE ADJUSTMENTS  
NOT APPLICABLE**

Class of Capital (a)	Per Book Balance (b)	Non-utility Adjustments (c)	Non-juris. Adjustments (d)	Other (1) Adjustments (e)	Capital Structure Used for AFUDC Calculation (f)
Common Equity	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Preferred Stock	_____	_____	_____	_____	_____
Long Term Debt	_____	_____	_____	_____	_____
Customer Deposits	_____	_____	_____	_____	_____
Tax Credits-Zero Cost	_____	_____	_____	_____	_____
Tax Credits-Weighted	_____	_____	_____	_____	_____
Cost of Capital	_____	_____	_____	_____	_____
Deferred Income Taxes	_____	_____	_____	_____	_____
Other (Explain)	_____	_____	_____	_____	_____
<b>Total</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(1) Explain below all adjustments made in Column (e):

_____
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**WATER  
OPERATING  
SECTION**

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
DECEMBER 31, 2013

WATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization	\$ 17,630	\$		\$ 17,630
302	Franchises	\$0			\$0
303	Land and Land Rights	\$19,418			\$19,418
304	Structures and Improvements	\$327,148			\$327,148
305	Collecting and Impounding Reservoirs	\$63,300			\$63,300
306	Lake, River and Other Intakes	\$0			\$0
307	Wells and Springs	\$49,573			\$49,573
308	Infiltration Galleries and Tunnels	\$0			\$0
309	Supply Mains	\$11,000			\$11,000
310	Power Generation Equipment	\$20,493			\$20,493
311	Pumping Equipment	\$26,395			\$26,395
320	Water Treatment Equipment	\$5,187			\$5,187
330	Distribution Reservoirs and Standpipes	\$0			\$0
331	Transmission and Distribution Lines	\$941,601			\$941,601
333	Services	\$0			\$0
334	Meters and Meter Installations	\$18,115			\$18,115
335	Hydrants	\$0			\$0
336	Backflow Prevention Devices	\$0			\$0
339	Other Plant and Miscellaneous Equipment	\$0			\$0
340	Office Furniture and Equipment	\$14,639			\$14,639
341	Transportation Equipment	\$8,618			\$8,618
342	Stores Equipment	\$0			\$0
343	Tools, Shop and Garage Equipment	\$0			\$0
344	Laboratory Equipment	\$0			\$0
345	Power Operated Equipment	\$35,000			\$35,000
346	Communication Equipment	\$0			\$0
347	Miscellaneous Equipment	\$6,637			\$6,637
348	Other Tangible Plant				
	Total Water Plant	\$ 1,664,754	\$	\$	\$ 1,664,754

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
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ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
304	Structures and Improvements	40	%	2.5 %	\$ 190,770	\$	\$ 8,179	\$ 198,949
305	Collecting and Impounding Reservoirs	40	%	2.5 %	\$ 41,409		\$ 1,583	\$ 42,992
306	Lake, River and Other Intakes		%		\$ 0			\$ 0
307	Wells and Springs	40	%	2.5 %	\$ 6,081		\$ 1,239	\$ 7,301
308	Infiltration Galleries & Tunnels		%		\$ 0			\$ 0
309	Supply Mains	40	%	2.5 %	\$ 9,116		\$ 275	\$ 9,391
310	Power Generating Equipment	6	%	16.7 %	\$ 20,493		\$ 0	\$ 20,493
311	Pumping Equipment	40	%	2.5 %	\$ 21,938		\$ 660	\$ 22,597
320	Water Treatment Equipment	40	%	2.5 %	\$ 4,299		\$ 130	\$ 4,428
330	Distribution Reservoirs & Standpipes		%		\$ 0			\$ 0
331	Trans. & Dist. Mains	40	%	2.5 %	\$ 546,485		\$ 23,540	\$ 570,025
333	Services		%		\$ 0			\$ 0
334	Meter & Meter Installations	40	%	2.5 %	\$ 6,668		\$ 453	\$ 9,121
335	Hydrants		%		\$ 0			\$ 0
336	Backflow Prevention Devices		%		\$ 0			\$ 0
339	Other Plant and Miscellaneous Equipment		%		\$ 0			\$ 0
340	Office Furniture and Equipment	10	%	10 %	\$ 14,639		\$ 0	\$ 14,639
341	Transportation Equipment	5	%	20 %	\$ 6,560		\$ 530	\$ 7,090
342	Stores Equipment		%		\$ 0			\$ 0
343	Tools, Shop and Garage Equipment		%		\$ 0			\$ 0
344	Laboratory Equipment		%		\$ 0			\$ 0
345	Power Operated Equipment	40	%	2.5 %	\$ 29,004		\$ 875	\$ 29,879
346	Communication Equipment		%		\$ 0			\$ 0
347	Miscellaneous Equipment	40	%	2.5 %	\$ 5,501		\$ 166	\$ 5,667
348	Other Tangible Plant		%		\$ 0			\$ 0
	ORGANIZATION COSTS	25		4	\$ 14,609		\$ 441	\$ 15,050
	Totals				\$ 919,552	\$	\$ 38,070	\$ 957,622

\* This amount should tie to Sheet F-5.



UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

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WATER OPERATION AND MAINTENANCE EXPENSE

Acct. No.	Account Name	Amount
601	Salaries and Wages - Employees	\$ 0
603	Salaries and Wages - Officers, Directors, and Majority Stockholders	0
604	Employee Pensions and Benefits	0
610	Purchased Water	0
615	Purchased Power	\$24,335
616	Fuel for Power Production	0
618	Chemicals	\$21,091
620	Materials and Supplies	\$1,822
630	Contractual Services:	
	Billing	
	Professional	\$30,136
	Testing	
	Other	
640	Rents	\$3,855
650	Transportation Expense	\$9,798
655	Insurance Expense	\$8,115
685	Regulatory Commission Expenses (Amortized Rate Case Expense)	
670	Bad Debt Expense	
675	Miscellaneous Expenses	\$27,086
	Total Water Operation And Maintenance Expense	\$ 126,236 *

\* This amount should tie to Sheet F-3.

WATER CUSTOMERS

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of Customers Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
<b>Residential Service</b>					
5/8"	D	1.0	21	21	21
3/4"	D	1.5	50	50	75
1"	D	2.5	311	311	778
1 1/2"	D,T	5.0	1	1	5
<b>General Service</b>					
5/8"	D	1.0	5	8	8
3/4"	D	1.5			
1"	D	2.5			
1 1/2"	D,T	5.0			
2"	D,C,T	8.0			
3"	D	15.0			
3"	C	16.0			
3"	T	17.5			
Unmetered Customers Other (Specify)	8" T	90	2	2	180
			<b>Total</b>	<b>393</b>	<b>1067</b>

\*\* D = Displacement  
C = Compound  
T = Turbine

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
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SYSTEM NAME: COUNTRY CLUB UTILITIES

**PUMPING AND PURCHASED WATER STATISTICS**

(a)	Water Purchased For Resale (Omit 000's) (b)	Finished Water From Wells (Omit 000's) (c)	Recorded Accounted For Loss Through Line Flushing Etc. (Omit 000's) (d)	Total Water Pumped And Purchased (Omit 000's) [(b)+(c)-(d)] (e)	Water Sold To Customers (Omit 000's) (f)
January	-	7,307	18	7,289	7,289
February	-	9,361	1,347	8,014	8,014
March	-	7,700	(276)	7,976	7,976
April	-	8,058	318	7,740	7,740
May	-	8,067	360	7,707	7,707
June	-	7,349	(671)	8,020	8,020
July	-	6,036	(722)	6,758	6,758
August	-	5,135	(695)	5,730	5,730
September	-	3,637	(95)	3,732	3,732
October	-	6,032	195	5,837	5,837
November	-	7,659	423	7,236	7,236
December	-	7,312	146	7,166	7,166
Total for Year	-	83,653	448	83,205	83,205

If water is purchased for resale, indicate the following:

Vendor \_\_\_\_\_  
Point of delivery \_\_\_\_\_

If water is sold to other water utilities for redistribution, list names of such utilities below:

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

**MAINS (FEET)**

Kind of Pipe (PVC, Cast Iron, Coated Steel, etc.)	Diameter of Pipe	First of Year	Added	Removed or Abandoned	End of Year
PVC	10"	2,800	-	-	2,800
PVC	8"	13,658	-	-	13,658
PVC	6"	5,162	-	-	5,162
PVC	4"	2,028	-	-	2,028
PVC	2"	300	-	-	300

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
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SYSTEM NAME: COUNTRY CLUB UTILITIES

**WELLS AND WELL PUMPS**

(a)	(b)	(c)	(d)	(e)
Year Constructed	1984	2012		
Types of Well Construction and Casing		STEEL CASING		
Depth of Wells	1352	1250		
Diameters of Wells	10"	10"		
Pump - GPM	800	500		
Motor - HP	75	50		
Motor Type *	VT	SUBMERSIBLE		
Yields of Wells in GPD		250K GPD		
Auxiliary Power	175KW	175KW		

\* Submersible, centrifugal, etc.

**RESERVOIRS**

(a)	(b)	(c)	(d)	(e)
Description (steel, concrete)	STEEL PNEUMATIC	STEEL PNEUMATIC	STEEL PNEUMATIC	
Capacity of Tank	10,000	10,000	72,000	
Ground or Elevated	ELEVATED	ELEVATED	ELEVATED	

**HIGH SERVICE PUMPING**

(a)	(b)	(c)	(d)	(e)
<b>Motors</b>				
Manufacturer				
Type				
Rated Horsepower				
<b>Pumps</b>				
Manufacturer	BURKLEY	BURKLEY		
Type	HOR SPLIT CASE	HOR SPLIT CASE		
Capacity in GPM	40	40		
Average Number of Hours Operated Per Day	23 ALT	23 ALT		
Auxiliary Power	175KW	175KW		

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
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**SOURCE OF SUPPLY**

List for each source of supply ( Ground, Surface, Purchased Water etc. )			
Permitted Gals. per day	440,000		
Type of Source	GROUND		

**WATER TREATMENT FACILITIES**

List for each Water Treatment Facility:			
Type	LIQUID CL2		
Make			
Permitted Capacity (GPD)	597,800		
High service pumping			
Gallons per minute	800		
Reverse Osmosis			
Lime Treatment			
Unit Rating			
Filtration			
Pressure Sq. Ft.			
Gravity GPD/Sq.Ft.			
Disinfection			
Chlorinator	LIQUID		
Ozone			
Other			
Auxiliary Power	175KW		

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

SYSTEM NAME: COUNTRY CLUB UTILITIES

YEAR OF REPORT  
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GENERAL WATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present ERC's \* the system can efficiently  $700 \text{ CONNECTIONS} \times 350 = 245,000$   
Maximum number of ERCs \* which can be served.  $1,010 \text{ CONNECTIONS} \times 350 = 353,500$
3. Present system connection capacity (in ERCs \*) using existing lines.  $700 \text{ CONNECTIONS} \times 350 = 245,000$
4. Future connection capacity (in ERCs \*) upon service area buildout.  $1,050 \text{ CONNECTIONS} \times 350 = 367,500$
5. Estimated annual increase in ERCs \*:  $5 \times 350 = 1,750$
6. Is the utility required to have fire flow capacity? NO  
If so, how much capacity is required? \_\_\_\_\_
7. Attach a description of the fire fighting facilities: 22 HYDRANTS AND 4 BLOW-OFFS
8. Describe any plans and estimated completion dates for any enlargements or improvements of this system.  
NONE AT THIS TIME  
\_\_\_\_\_  
\_\_\_\_\_
9. When did the company last file a capacity analysis report with the DEP? NOT APPLICABLE
10. If the present system does not meet the requirements of DEP rules, submit the following:
  - a. Attach a description of the plant upgrade necessary to meet the DEP rules. SEE ATTACHED
  - b. Have these plans been approved by DEP? \_\_\_\_\_ YES
  - c. When will construction begin? \_\_\_\_\_ AS SOON AS POSSIBLE
  - d. Attach plans for funding the required upgrading. RETIREMENT SAVINGS
  - e. Is this system under any Consent Order with DEP? \_ YES
11. Department of Environmental Protection ID # 5284076
12. Water Management District Consumptive Use Permit # 20-007704-02
  - a. Is the system in compliance with the requirements of the CUP?
  - b. If not, what are the utility's plans to gain compliance? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- \* An ERC is determined based on one of the following methods:
- (a) If actual flow data are available from the preceding 12 months:  
Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.
  - (b) If no historical flow data are available use:  
 $ERC = (\text{Total SFR gallons sold (omit 000/365 days/350 gallons per day)})$

**WASTEWATER  
OPERATING  
SECTION**

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
DECEMBER 31, 2013

WASTEWATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization	\$ 832	\$	\$	\$ 832
352	Franchises	\$ -			\$ -
353	Land and Land Rights	\$ 23,547			\$ 23,547
354	Structures and Improvements	\$ 332,027			\$ 332,027
355	Power Generation Equipment	\$ -			\$ -
360	Collection Sewers - Force	\$ -			\$ -
361	Collection Sewers - Gravity	\$ 274,095			\$ 274,095
362	Special Collecting Structures	\$ -			\$ -
363	Services to Customers	\$ -			\$ -
364	Flow Measuring Devices	\$ 5,269			\$ 5,269
365	Flow Measuring Installations	\$ -			\$ -
370	Receiving Wells	\$ -			\$ -
371	Pumping Equipment	\$ -			\$ -
380	Treatment and Disposal Equipment	\$ 8,550			\$ 8,550
381	Plant Sewers	\$ -			\$ -
382	Outfall Sewer Lines	\$ 2,649			\$ 2,649
389	Other Plant and Miscellaneous Equipment	\$ 8,150			\$ 8,150
390	Office Furniture and Equipment	\$ 7,180			\$ 7,180
391	Transportation Equipment	\$ 6,241			\$ 6,241
392	Stores Equipment	\$ -			\$ -
393	Tools, Shop and Garage Equipment	\$ -			\$ -
394	Laboratory Equipment	\$ -			\$ -
395	Power Operated Equipment	\$ -			\$ -
396	Communication Equipment	\$ -			\$ -
397	Miscellaneous Equipment	\$ 462			\$ 462
398	Other Tangible Plant	\$ -			\$ -
	<b>Total Wastewater Plant</b>	<b>\$ 669,002</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 669,002 *</b>

\* This amount should tie to sheet F-5.

UTILITY NAME: COUNTRY CLUB UTILITIES, INC

YEAR OF REPORT  
DECEMBER 31, 2013

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WASTEWATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f+g+h=i) (i)
354	Structures and Improvements	40	%	%	\$ 237,955	\$	\$ 8,301	\$ 246,155
355	Power Generation Equipment	40	%	%	\$ -			\$ -
360	Collection Sewers - Force		%	%	\$ -			\$ -
361	Collection Sewers - Gravity		%	%	\$ 197,273		\$ 6,852	\$ 204,125
362	Special Collecting Structures		%	%	\$ -			\$ -
363	Services to Customers		%	%	\$ -			\$ -
364	Flow Measuring Devices		%	%	\$ 3,873		\$ 132	\$ 4,005
365	Flow Measuring Installations		%	%	\$ -			\$ -
370	Receiving Wells		%	%	\$ -			\$ -
371	Pumping Equipment		%	%	\$ -			\$ -
380	Treatment and Disposal Equipment		%	%	\$ 6,284		\$ 214	\$ 6,498
381	Plant Sewers		%	%	\$ -			\$ -
382	Outfall Sewer Lines		%	%	\$ 1,947		\$ 66	\$ 2,013
388	Other Plant and Miscellaneous Equipment		%	%	\$ -			\$ -
390	Office Furniture and Equipment		%	%	\$ 1,423		\$ 204	\$ 1,627
391	Transportation Equipment		%	%	\$ 7,000			\$ 7,000
392	Storage Equipment		%	%	\$ 2,418		\$ 158	\$ 2,574
393	Tools, Shop and Garage Equipment		%	%	\$ -			\$ -
394	Laboratory Equipment		%	%	\$ -			\$ -
395	Power Operated Equipment		%	%	\$ -			\$ -
396	Communication Equipment		%	%	\$ -			\$ -
397	Miscellaneous Equipment		%	%	\$ 340		\$ 12	\$ 352
398	Other Tangible Plant		%	%	\$ -			\$ -
	ORGANIZATION COSTS				\$ 608		\$ 20	\$ 628
	Totals				\$ 459,021	\$	\$ 15,956	\$ 474,977

\* This amount should tie to Sheet F-5.



UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
DECEMBER 31, 2013

**WASTEWATER OPERATION AND MAINTENANCE EXPENSE**

Acct. No.	Account Name	Amount
701	Salaries and Wages - Employees	\$ 0
703	Salaries and Wages - Officers, Directors, and Majority Stockholders	0
704	Employee Pensions and Benefits	0
710	Purchased Wastewater Treatment	0
711	Sludge Removal Expense	\$4,400
715	Purchased Power	\$7,842
716	Fuel for Power Production	0
718	Chemicals	\$8,098
720	Materials and Supplies	\$8,242
730	Contractual Services:	
	Billing	
	Professional	\$32,393
	Testing	
	Other	
740	Rents	\$3,164
750	Transportation Expense	\$4,211
765	Insurance Expense	0
765	Regulatory Commission Expenses (Amortized Rate Case Expense)	0
770	Bad Debt Expense	0
775	Miscellaneous Expenses	\$7,824
	Total Wastewater Operation And Maintenance Expense	\$ 76,104 *

\* This amount should tie to Sheet F-3.

**WASTEWATER CUSTOMERS**

Description (a)	Type of Meter ** (b)	Equivalent Factor (c)	Number of Active Customers		Total Number of Customer Equivalents (c x e) (f)
			Start of Year (d)	End of Year (e)	
<b>Residential Service</b>					
All meter sizes	D	1.0			
<b>General Service</b>					
5/8"	D	1.0	21	21	21
3/4"	D	1.5	50	50	75
1"	D	2.5	311	313	783
1 1/2"	D,T	5.0	0	0	-
2"	D,C,T	8.0	5	5	40
3"	D	15.0			
3"	C	16.0			
3"	T	17.5			
Unmetered Customers					
Other (Specify)	8" T	90	2	2	180
<b>Total</b>			<b>389</b>	<b>391</b>	<b>1,099</b>

\*\* D = Displacement  
C = Compound  
T = Turbine

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
DECEMBER 31, 2013

**PUMPING EQUIPMENT**

Lift Station Number _____	<u>1</u>	<u>2</u>	_____	_____	_____	_____
Make or Type and nameplate data on pump _____	_____	_____	_____	_____	_____	_____
Year Installed _____	<u>1984</u>	<u>1984</u>	_____	_____	_____	_____
Rated capacity _____	<u>8,000</u>	<u>8,000</u>	_____	_____	_____	_____
Size _____	_____	_____	_____	_____	_____	_____
Power:						
Electric _____	<u>150 AMP</u>	<u>150 AMP</u>	_____	_____	_____	_____
Mechanical _____	_____	_____	_____	_____	_____	_____
Nameplate data of motor _____	_____	_____	_____	_____	_____	_____

**SERVICE CONNECTIONS**

Size (inches) _____	<u>4"</u>	_____	_____	_____	_____	_____
Type (PVC, VCP, etc.) _____	<u>PVC</u>	_____	_____	_____	_____	_____
Average length _____	_____	_____	_____	_____	_____	_____
Number of active service connections _____	<u>371</u>	_____	_____	_____	_____	_____
Beginning of year _____	<u>0</u>	_____	_____	_____	_____	_____
Added during year _____	<u>0</u>	_____	_____	_____	_____	_____
Retired during year _____	<u>371</u>	_____	_____	_____	_____	_____
End of year _____	_____	_____	_____	_____	_____	_____
Give full particulars concerning inactive connections _____	_____	_____	_____	_____	_____	_____

**COLLECTING AND FORCE MAINS**

	Collecting Mains				Force Mains			
	8" PVC	8" PVC	_____	_____	8" PVC	_____	_____	_____
Size (inches) _____								
Type of main _____								
Length of main (nearest foot) _____					<u>8,810</u>			
Beginning of year _____	<u>20,684</u>	<u>3,150</u>	_____	_____	<u>0</u>	_____	_____	_____
Added during year _____	<u>0</u>	<u>0</u>	_____	_____	<u>0</u>	_____	_____	_____
Retired during year _____	<u>0</u>	<u>0</u>	_____	_____	<u>3,810</u>	_____	_____	_____
End of year _____	<u>20,684</u>	<u>3,150</u>	_____	_____				

**MANHOLES**

Size (inches) _____	<u>4</u>	_____	_____	_____
Type of Manhole _____	<u>PRECAST</u>	_____	_____	_____
Number of Manholes:				
Beginning of year _____	<u>72</u>	_____	_____	_____
Added during year _____	<u>0</u>	_____	_____	_____
Retired during year _____	<u>0</u>	_____	_____	_____
End of Year _____	<u>72</u>	_____	_____	_____

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

SYSTEM NAME: COUNTRY CLUB UTILITIES

YEAR OF REPORT DECEMBER 31, 2013
-------------------------------------

**TREATMENT PLANT**

Manufacturer_____	<u>MAROLF</u>	_____	_____
Type_____	<u>EXTENDED AIR</u>	_____	_____
"Steel" or "Concrete"_____	<u>CONCRETE</u>	_____	_____
Total Permitted Capacity_____	<u>85,000</u>	_____	_____
Average Daily Flow_____	_____	_____	_____
Method of Effluent Disposal_____	<u>PERC PONDS</u>	_____	_____
Permitted Capacity of Disposal_____	<u>85,000 GPD</u>	_____	_____
Total Gallons of Wastewater treated_____	<u>16,907,000</u>	_____	_____

**MASTER LIFT STATION PUMPS**

Manufacturer_____	<u>SEE S-4</u>	_____	_____	_____	_____	_____
Capacity (GPM's)_____	_____	_____	_____	_____	_____	_____
Motor: _____	_____	_____	_____	_____	_____	_____
Manufacturer_____	_____	_____	_____	_____	_____	_____
Horsepower_____	_____	_____	_____	_____	_____	_____
Power (Electric or Mechanical)_____	_____	_____	_____	_____	_____	_____

**PUMPING WASTEWATER STATISTICS**

Months	Gallons of Treated Wastewater	Effluent Reuse Gallons to Customers	Effluent Gallons Disposed of on site
January_____	<u>1,702,000</u>	_____	<u>1,702,000</u>
February_____	<u>1,322,000</u>	_____	<u>1,322,000</u>
March_____	<u>1,841,000</u>	_____	<u>1,841,000</u>
April_____	<u>1,350,000</u>	_____	<u>1,350,000</u>
May_____	<u>1,371,000</u>	_____	<u>1,371,000</u>
June_____	<u>1,400,000</u>	_____	<u>1,400,000</u>
July_____	<u>1,470,000</u>	_____	<u>1,470,000</u>
August_____	<u>1,484,000</u>	_____	<u>1,484,000</u>
September_____	<u>1,524,000</u>	_____	<u>1,524,000</u>
October_____	<u>1,483,000</u>	_____	<u>1,483,000</u>
November_____	<u>1,399,000</u>	_____	<u>1,399,000</u>
December_____	<u>1,452,000</u>	_____	<u>1,452,000</u>
Total for year_____	<u>17,778,000</u>	<u>0</u>	<u>17,778,000</u>

If Wastewater Treatment is purchased, indicate the vendor: \_\_\_\_\_

UTILITY NAME: COUNTRY CLUB UTILITIES, INC.

YEAR OF REPORT  
DECEMBER 31, 2013

SYSTEM NAME: COUNTRY CLUB OF SEBRING

GENERAL WASTEWATER SYSTEM INFORMATION

Furnish information below for each system. A separate page should be supplied where necessary.

1. Present number of ERCs\* now being served. 365 CONNECTIONS X 280 = 107,800.
2. Maximum number of ERCs\* which can be served. 810 CONNECTIONS X 280 = 226,800.
3. Present system connection capacity (in ERCs\*) using existing lines. 226,800.
4. Future connection capacity (in ERCs\*) upon service area buildout. 226,800.
5. Estimated annual increase in ERCs\*. 5 CONNECTIONS X 280 = 1,400.
6. Describe any plans and estimated completion dates for any enlargements or improvements of this system  
NONE AT THIS TIME.  
\_\_\_\_\_  
\_\_\_\_\_
7. If the utility uses reuse as a means of effluent disposal, provide a list of the reuse end uses and the amount of reuse provided to each, if known. N/A
8. If the utility does not engage in reuse, has a reuse feasibility study been completed? NOT APPLICABLE.  
If so, when? \_\_\_\_\_
9. Has the utility been required by the DEP or water management district to implement reuse? NO  
If so, what are the utility's plans to comply with this requirement? \_\_\_\_\_  
\_\_\_\_\_
10. When did the company last file a capacity analysis report with the DEP? NOT APPLICABLE.
11. If the present system does not meet the requirements of DEP rules, submit the following:
  - a. Attach a description of the plant upgrade necessary to meet the DEP rules. SEE ATTACHED
  - b. Have these plans been approved by DEP? YES
  - c. When will construction begin? AS SOON AS POSSIBLE
  - d. Attach plans for funding the required upgrading. RETIREMENT SAVINGS
  - e. Is this system under any Consent Order with DEP? YES
12. Department of Environmental Protection ID # FACILITY ID: 4028P00507 PERMIT: D028I2804

\* An ERC is determined based on one of the following methods:

(a) If actual flow data are available from the preceding 12 months:  
Divide the total annual single family residence (SFR) gallons sold by the average number of single family residents (SFR) gallons sold by the average number of single family residence customers for the same period and divide the result by 365 days.

(b) If no historical flow data are available use:  
ERC = (Total SFR gallons sold (omit 000/365 days/280 gallons per day).

UTILITY NAME: Country Club Utilities, Inc.

YEAR OF REPORT  
DECEMBER 31, 2013

## CERTIFICATION OF ANNUAL REPORT

I HEREBY CERTIFY, to the best of my knowledge and belief:

YES  NO

1. The utility is in substantial compliance with the Uniform System of Accounts prescribed by the Florida Public Service Commission in Rule 25-30.115 (1), Florida Administrative Code.

YES  NO

2. The utility is in substantial compliance with all applicable rules and orders of the Florida Public Service Commission.

YES  NO

3. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statement of the utility.

YES  NO

4. The annual report fairly represents the financial condition and results of operations of the respondent for the period presented and other information and statements presented in the report as to the business affairs of the respondent are true, correct, and complete for the period for which it represents.

### Items Certified

1.  2.  3.  4.

\_\_\_\_\_  
(signature of chief executive officer of the utility)

Date: MARCH 1, 2014

1.  2.  3.  4.

\_\_\_\_\_  
(signature of chief financial officer of the utility)

Date: MARCH 1, 2014

\* Each of the four items must be certified YES or NO. Each item need not be certified by both officers. The items being certified by the officer should be indicated in the appropriate area to the left of the signature.

Notice: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.

**Reconciliation of Revenue to  
Regulatory Assessment Fee Revenue  
Water Operations  
Class C**

**Company: COUNTRY CLUB UTILITIES, INC**

**For the Year Ended December 31, 2013**

(a)	(b)	(c)	(d)
Accounts	Gross Water Revenues Per Sch. F-3	Gross Water Revenues Per RAF Return	Difference (b) - (c)
<b>Gross Revenue:</b>			
Residential	125,138	\$ _____	\$ _____
Commercial	7,642	_____	_____
Industrial	-	_____	_____
Multiple Family	10,235	_____	_____
Guaranteed Revenues	_____	_____	_____
Other	1,065	_____	_____
<b>Total Water Operating Revenue</b>	<b>144,080</b>	<b>144,080</b>	<b>NONE</b>
<b>LESS: Expense for Purchased Water from FPSC-Regulated Utility</b>	_____	_____	_____
<b>Net Water Operating Revenues</b>	<b>144,080</b>	<b>144,080</b>	<b>NONE</b>

Explanations:

**Instructions:**

For the current year, reconcile the gross water revenues reported on Schedule F-3 with the gross water revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).

**Reconciliation of Revenue to  
Regulatory Assessment Fee Revenue  
Wastewater Operations  
Class C**

**Company: COUNTRY CLUB UTILITIES, INC.**

**For the Year Ended December 31, 2013**

(a)	(b)	(c)	(d)
Accounts	Gross Wastewater Revenues Per Sch. F-3	Gross Wastewater Revenues Per RAF Return	Difference (b) - (c)
<b>Gross Revenue:</b>			
Residential	81,691	\$ _____	\$ _____
Commercial	2,867	_____	_____
Industrial	-	_____	_____
Multiple Family	13,609	_____	_____
Guaranteed Revenues	_____	_____	_____
Other	_____	_____	_____
<b>Total Wastewater Operating Revenue</b>	<b>98,167</b>	<b>98,167</b>	<b>NONE</b>
<b>LESS: Expense for Purchased Wastewater from FPSC-Regulated Utility</b>	_____	_____	_____
<b>Net Wastewater Operating Revenues</b>	<b>98,167</b>	<b>98,167</b>	<b>\$ -</b>

Explanations:

**Instructions:**

For the current year, reconcile the gross wastewater revenues reported on Schedule F-3 with the gross wastewater revenues reported on the company's regulatory assessment fee return. Explain any differences reported in column (d).

## ATTACHMENT TO PSC ANNUAL REPORT

### DEP Corrective Actions

May 15, 2014

1. Two working pumps in each lift station.
2. Install flow meter at WWTP
3. Repair or replace and level clarifier weir
4. Repair or replace leaking air lines to diffusers
5. Repair or replace the chlorine contact chamber baffles or chamber to achieve minimum of 15 minute contact time at peak flow.
6. Clean vegetation and solids from pond bottom.
7. Repair or replace air diffusers so they function as intended to eliminate dead spots

September 15, 2014

1. Install surge tank and splitter box with bar screen



Title Revised Sheet No. 13.D  
Cancels Second Revised Sheet No. 13.D

NAME OF COMPANY Country Club Utilities, Inc.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for 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 - 30 Days

RATE -

BASE FACILITY CHARGE

ALL METER SIZES \$ 14.66

GALLONAGE CHARGE -  
(per 1,000 gallons) 1.29

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

EFFECTIVE DATE - June 1, 2009

TYPE OF FILING - 2009 Price Index

R. Greg Harris  
ISSUING OFFICER  
President

Second Revised Sheet No. 12.0  
Cancels First Revised Sheet No. 12.0

NAME OF COMPANY Country Club Utilities, Inc.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all customers for which no other schedule applies.

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

BILLING PERIOD - 30 Days

RATE -

BASE FACILITY CHARGE

5/8" x 3/4"	14.66
3/4"	21.99
1"	36.66
1-1/2"	73.30
2"	117.28
3"	234.55
4"	366.50
6"	732.98
8"	1,172.78

GALLONAGE CHARGE -  
(per 1,000 gallons) 1.55

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

EFFECTIVE DATE - June 1, 2009

TYPE OF FILING - 2009 Price Index

R. Greg Harris  
ISSUING OFFICER  
President

NAME OF COMPANY Country Club Utilities, Inc.

WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY -

Available throughout the area served by the Company.

APPLICABILITY -

For water service for all purposes in private residences and individually metered apartment units.

LIMITATIONS -

Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

30 Days

RATE -

BASE FACILITY

5/8" x 3/4"	6.87
3/4"	10.32
1"	17.21
1-1/2"	34.39
2"	55.03
3"	110.07
4"	171.98
6"	343.96
8"	549.93

GALLONAGE CHARGE -  
(per 1,000 gallons)

0.69

TERMS OF PAYMENT -

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

EFFECTIVE DATE -

June 1, 2009

TYPE OF FILING -

2009 Price Index

R. Greg Harris  
ISSUING OFFICER  
President

Second Revised Sheet No. 12.0  
Cancels First Revised Sheet No. 12.0

NAME OF COMPANY Country Club Utilities, Inc.

WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS.

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - 30 Days

RATE -

BASE FACILITY

5/8" x 3/4"	6.87
3/4"	10.82
1"	17.21
1-1/2"	34.99
2"	55.03
3"	110.07
4"	171.98
6"	343.96
8"	549.93

GALLONAGE CHARGE -  
(per 1,000 gallons) 0.69

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

EFFECTIVE DATE - June 1, 2009

TYPE OF FILING - 2009 Price Index

R. Greg Harris  
ISSUING OFFICER  
President

COMMISSIONERS:  
MATTHEW M. CARTER II, CHAIRMAN  
LISA POLAK-EDGAR  
KATRINA J. MCMURRIAN  
NANCY ARGENZANO  
NATHAN A. SKOP

STATE OF FLORIDA



TIMOTHY DEVLIN, DIRECTOR  
Division of Economic Regulation  
(850) 413-6900

## Public Service Commission

May 18, 2009

R. Greg Harris  
Country Club Utilities, Inc.  
3035 Wynstone Court  
Sebring, FL 33875

Re: Application for 2009 Price Index and Pass-Through Rate Adjustment for Country Club Utilities, Inc. in Highlands County

Dear Mr. Harris:

The following tariff sheets have been approved effective June 1, 2009:

Water Tariff

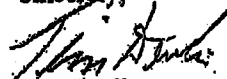
Second Revised Sheet No. 12.0  
Second Revised Sheet No. 13.0

Wastewater Tariff

Second Revised Sheet No. 12.0  
Third Revised Sheet No. 13.0

Please incorporate these tariff sheets into the approved tariff on file at the utility's office. If you have any questions, please contact Jared Deason at (850) 413-6844 at our office.

Sincerely,

  
Tim Devlin  
Director

TD/jtd

Enclosures

11/14/2014

## MASTER CUSTOMER LIST

PAGE 1

ACCT	RT	NAME	PHONE #	CODE	TURNO	TURNED OFF
260	1	Thomson, David 2743 Cheyenne Road A76 Sebring, FL 33875	382-0012	1		
748	1	Machotka, Sam 2737 Cheyenne Road Sebring, FL 33875	215-652-7012	1		
185	1	Murphy, Dr Vernon 2725 Cheyenne Road A78 Sebring, FL 33875		1		
909	1	Haynes, Kenneth 2715 Cheyenne Road Sebring, FL 33875		1		
875	1	James, Rasheena 2701 Cheyenne Road Sebring, FL 33875		1		
955	1	Saum, Pam 2633 Cheyenne Road Sebring, FL 33875		1		
235	1	Shearer, Rosemary 2627 Cheyenne Road A83 Sebring, FL 33875	471-9511	1		
56	1	Coxredera, Wilfred 2613 Cheyenne Road A85 Sebring, FL 33875		1		
745	1	Kreis, Betty 2607 Cheyenne Road Sebring, FL 33875	386-1152	1		
20	1	Baxter, Peg 2601 Cheyenne Road A87 Sebring, FL 33875	385-4913	1		
928	1	Diaz, Adrienne 2612 Cheyenne Road Sebring, FL 33875		1		
251	1	Stone, Shirley 2620 Cheyenne Road A89 Sebring, FL 33875	402-1368	1		
878	1	Palussek, Robert 2828 Cheyenne Road Sebring, FL 33875		1		
214	1	Reinfeldt, Bill & Judy 2634 Cheyenne Road A91 Sebring, FL 33875	382-3227	1		
377	1	Guarnieri, Fredrick & Jan 2700 Cheyenne Road A92 Sebring, FL 33875		1		
265	1	Twomey, Jack & Pat 2724 Cheyenne Road A94 Sebring, FL 33875	385-1183	1		
290	1	Willely, Dr Edward & Janet 13 Silver Maple Way Cincinnati, OH 45246	386-0007	1		
755	1	Dillard, Oliver	734-895-6580	1		

Exhibit "E"

ACCT	RT	NAME	PHONE #	CODE	TURNE	ON	TURNE	OFF
		1861 Maple Park Dr. E Canton, MI 48188-4827						
815	1	Adams, Ana 2742 Cheyenne Road Sebring, FL 33875					1	
836	2	Urweider, Keith 2800 Meadowood Lane Sebring, FL 33875					1	
707	2	Halloran, Michael 2816 Meadowood Lane Sebring, FL 33875	214-3745				1	
183	2	Moser, Jerry & Myrtle 2830 Meadowood Lane B03 Sebring, FL 33875	382-0127				1	
933	2	Bone, Brian 2842 Meadowood Lane Sebring, FL 33875					1	
285	2	Whitacre, Dr. Bob & Ariel 2900 Meadowood Lane Sebring, FL 33875	382-2173				1	
93	2	Garrison, Ed & Marilyn 2910 Meadowood Lane B06 Sebring, FL 33875	314-0151				1	
484	2	Golden, Alec & Margaret 2918 Meadowood Lane B07 Sebring, FL 33875	314-9545				1	
253	2	Sult, Jean 2926 Meadowood Lane B08 Sebring, FL 33875	382-1449				1	
893	2	Snelgrove, Craig 2930 Meadowood Lane Sebring, FL 33875					1	
128	2	Katramiz, Mohammed & Nou 2911 Meadowood Lane B12 Sebring, FL 33875	414-2581				1	
86	2	Fitzherbert, Andrew 2901 Meadowood Lane B13 Sebring, FL 33875	382-4522				1	
24	2	Bentz, Pat & Carol 2843 Meadowood Lane B14 Sebring, FL 33875	314-9702				1	
621	2	Dunlap, Tamyzan 2831 Meadowood Lane Sebring, FL 33875					1	
45	2	Carmolli, David & Judy 2829 Meadowood Lane B16 Sebring, FL 33875	382-6305				1	
412	2	Shultis, Carolyn & Dean 2815 Meadowood Lane Sebring, FL 33875	385-5348				1	
375	2	Lowry, Terry P. O. Box 254 B18					1	

ACCT	RT	NAME	PHONE #	CODE	TURNED ON	TURNED OFF
Scottsburg, IN 47170						
956	3	White, James 3517 Wynstone Sebring, FL 33875	863-254-1577		1	
22	3	Sea, Cliff & Audry 89 Fern Drive Milestone Estates Hawley, PA 18428	382-7156		1	
292	3	Wilson, Hugh & Beryl 3101 Wynstone Drive C12 Sebring, FL 33875	386-1771		1	
234	3	Seymour, Bud 3071 Wynstone Drive C13 Sebring, FL 33875	382-3051		1	
914	3	Cunnigham, Josephine & Ed 1940 E. 600 S. Lebanon, IN 46052			1	
918	3	Bryant, A.C. 3051 Wynstone Drive Sebring, FL 33875	385-0920		1	
27	3	Birkey, Vernon & Shirley 3029 Wynstone Drive C17 Sebring, FL 33875	386-4422		1	
123	3	Imlay, Elizabeth 3011 Wynstone Drive C18 Sebring, FL 33875	385-8332		1	
156	3	Magnuson, Ralph & Treva 3003 Wynstone Drive C19 Sebring, FL 33875	471-0980		1	
134	3	Kracik, Claude & Bonnie 3246 Wynstone Court Sebring, FL 33875	314-9877		1	
101	3	Griffin, Albert & Martha 2929 Wynstone Drive C21 Sebring, FL 33875	402-1575		1	
737	3	Benson, Bill 2921 Wynstone Drive Sebring, FL 33875			1	
155	3	Magnuson, Ivan & Shirley 805 Baker St. Lot 141 Elymouth, IN 46563-3602	574-520-9194		1	
61	3	Dagnan, Betty 2905 Wynstone Drive C24 Sebring, FL 33875	382-3098		1	
359	3	Pontious, Kathleen 2901 Wynstone Drive C25 Sebring, FL 33875	385-6633		1	
131	3	Khara, Dr. Jaswinder 2841 Wynstone Drive C26 Sebring, FL 33875			1	
712	3	Ford, Charles & Cheryl	217-246-2701		1	



ACCT	RT	NAME	PHONE #	CODE	TURND ON	TURND OFF
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		2833 Wynstone Drive Sebring, FL 33875				
236	3	Shearwood, Robert & Jolen 2825 Wynstone Drive C28 Sebring, FL 33875	314-0529		1	
193	3	Fallone, Michael & Dorothy 2815 Wynstone Drive C29 Sebring, FL 33875	385-4066		1	
700	3	Grimsley, Denise 2809 Wynstone Drive Sebring, FL 33875			1	
230	3	Schmalzriedt, James 2801 Wynstone Drive C31 Sebring, FL 33875	314-9372		1	
935	3	Swanson, James & Gayle 2808 Wynstone Drive Sebring, FL 33875			1	
358	3	Skipper, Donald & Patty 2816 Wynstone Drive C34 Sebring, FL 33875	385-1787		1	
771	3	Gillenwater, Bill & Nancy 2824 Wynstone Drive Sebring, FL 33875			1	
474	3	Redick, Gary 2832 Wynstone Drive C36 Sebring, FL 33875	305-872-4469		1	
166	3	McCubbin, Dorothy 198 Ritter Mill Road C37 Summer Shade, KY 42166	402-0296		1	
683	3	Hebert, Ronald & Fay 27235 SW 168th Homestead, FL 33031	305-247-1296		1	
263	3	Tuazon, Cristano 2916 Wynstone Drive C40 Sebring, FL 33875	382-6576		1	
447	3	Santavenere, Gilbert 2922 Wynstone Drive C41 Sebring, FL 33875	471-3513		1	
945	3	Vitek, Chuck & Ofelia 2930 Wynstone Drive Sebring, FL 33875			1	
857	3	Austin, Jerry 2938 Wynstone Drive Sebring, FL 33875	615-681-5239		1	
54	3	Coonley, Orville 3000 Wynstone Drive C44 Sebring, FL 33875			1	
118	3	Homrich, Robert & Pearlin 3004 Wynstone Drive C45 Sebring, FL 33875	471-1724		1	
862	3	Hendricks, Jeanne			1	

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ACCT RT NAME

PHONE #

CODE TURNED ON TURNED OFF

ACCT	RT	NAME	PHONE #	CODE	TURNED ON	TURNED OFF
		3012 Wynstone Drive Sebring, FL 33875				
923	3	Blue Water Realty of SWFL 1712 SE 45th Street Cape Coral, FL 33904	239-340-9129			1
6	3	Altman, Walt & Sonia P O Box 7653 C48 Sebring, FL 33872-0111	Un-published			1
302	3	Wygant, Mel & Maureen 4289 Briagelane Pl. C49 New Albany, OH 43054-8572	386-5618			1
120	3	Horton, Ann 3042 Wynstone Drive C50 Sebring, FL 33875	471-3042			1
566	3	Scholl, Joseph 3050 Wynstone Drive Sebring, FL 33875	381-4196			1
275	3	Walter, Phil & Sherry 3058 Wynstone Drive C52 Sebring, FL 33875	382-9761			1
730	3	Fugh, Wendall 3066 Wynstone Dr. Sebring, FL 33875	703-304-9739			1
792	3	Theis, Mark N2631 Johns Lake Road Wautoma, WI 54982				1
152	3	Long, Dr. Leslie 3100 Wynstone Court C55 Sebring, FL 33875	386-1252			1
894	3	Thomas, Greg & Jewel 3108 Wynstone Court Sebring, FL 33875	239-313-0146			1
938	3	Juliano, David 3116 Wynstone Court Sebring, FL 33875				1
690	3	Lybarger, Bruce P O Box 1102 Sebring, FL 33870				1
208	3	Randazzo, Kenneth 3132 Wynstone Court C59 Sebring, FL 33875	382-0356			1
25	3	Biernot, Robert & Susan 3200 Wynstone Court C60 Sebring, FL 33875	382-9455			1
904	3	Baird, Elizabeth 3206 Wynstone Court Sebring, FL 33875	508-367-3813			1
386	3	MORRISON, CHARLES & BILL 3214 Wynstone Court C62 Sebring, FL 33875				1
154	3	Ludwig, Jeff & Jane 3230 Wynstone Court C63	385-5366			1

ACCT	RT	NAME	PHONE #	CODE	TURNUED ON	TURNUED OFF
		Sebring, FL 33875				
870	3	Farquhar, Jack 3238 Wynstone Ct. Sebring, FL 33875			1	
706	3	Kracik, Claude & Bonnie 3246 Wynstone Court Sebring, FL 33875	314-9877		1	
88	3	Foster, Jerry & Peggy 3250 Wynstone Court C67 Sebring, FL 33875	385-7552		1	
897	3	Bamford, Jack & Janice 3241 Wynstone Court Sebring, FL 33875			1	
85	3	Fisher, Jerry & Diane 3215 Wynstone Court C69 Sebring, FL 33875	314-9480		1	
907	3	Betancourt, Randell 3201 Wynstone Court Sebring, FL 33875			1	
33	3	Bottitta, Paul 3151 Wynstone Court C71 Sebring, FL 33875	471-3014		1	
282	3	Weidenbenner, Bernie 179 Ashbury Court Jasper, IN 47546	382-8771		1	
213	3	Reeves, Chester 3115 Wynstone Court C73 Sebring, FL 33875	385-0923		1	
580	3	Manderville, Patricia 3109 Wynstone Court Sebring, FL 33875	863-451-6066		1	
829	3	Negron, Luis 3101 Wynstone Court Sebring, FL 33875			1	
957	3	Stokes, Brian & Stacy 3516 Wynstone Drive Sebring, FL 33875	863-414-3013		1	
388	3	Young, Gwen 3600 Wynstone Drive CD54 Sebring, FL 33875	385-3772		1	
901	3	Crawford, Matt & Christie 3606 Wynstone Drive Sebring, FL 33875	321-474-4958		1	
376	3	Herald, Mary 3700 Wynstone Drive CD56 Sebring, FL 33875	471-2058		1	
481	3	Weddle Jr., C. V. 3712 Wynstone Drive Sebring, FL 42501	606-875-1143		1	
391	3	Stoner, Warren & Darlene 3726 Wynstone Drive Sebring, FL 33875			1	
868	3	Rather, Shaan 3732 Wynstone Drive			1	

ACCT	RT	NAME	PHONE #	CODE	TURNOFF	TURNED OFF
		Sebring, FL 33875				
197	3	Perron, Tom & Dorothy 3744 Wynstone Drive CD60 Sebring, FL 33875		1		
753	3	McMurtry, Ron & Nancy 3770 Wynstone Drive Sebring, FL 33875	270-362-9391	1		
834	3	Watts, Jody 3797 Wynstone Drive Sebring, FL 33875		1		
936	3	Adams, Theresa 3781 Wynstone Drive Sebring, FL 33875		1		
921	3	Torres, Patricia 3755 Wynstone Drive Sebring, FL 33875	863-214-6061	1		
883	3	Campbell, Chris 3605 Wynstone Drive Sebring, FL 33875		1		
117	3	Holmes, Dorothy 3802 Caribou Drive Sherrills, NC 28673-9102	386-0588	1		
949	3			1		
1	3	Harris, R. Greg 3035 Wynstone Drive C16 Sebring, FL	385-6330	2		
912	4	Menezes, Matthew 3800 Rodeo Drive Sebring, FL 33875	907-715-2026	1		
830	4	Howe, Fred & Darleen 3804 Rodeo Drive Sebring, FL 33875		1		
176	4	Monroe, Jack & Emily 3812 Rodeo Drive D20 Sebring, FL 33875	385-2873	1		
38	4	Britton, Charles 5380 N Seymour Road D19 Flushing, MI 48433-1029	382-0076	1		
825	4	Sasseen, Brett 3820 Rodeo Drive Sebring, FL 33875	407-619-4044	1	12/01/2009	
896	4	Redenbarger, Marilyn 3844 Rodeo Drive Sebring, FL 33875		1		
962	4	Palmer, Janice 3848 Rodeo Drive Sebring, FL 33875	870-270-6662	1		
247	4	Stanton, Frank 3852 Rodeo Drive Sebring, FL 33875	382-8653	1		
704	4	Johnson, Jason 3878 Rodeo Drive Sebring, FL 33875		1	12/01/2009	
533	4	Best, Eloise P.O. Box 832	381-0170	1		

ACCT	RT	NAME	PHONE #	CODE	TURND ON	TURND OFF
Sebring, FL 33870						
813	4	Rogers, Alton & Debbie 3435 Bayshore Blvd. Unit 1701 Tampa, FL 33629	414-2143		1	
740	4	DeMoe, Mark 3895 Rodeo Drive Sebring, FL 33875	385-4622		1	
148	4	Like, Margaret 3891 Rodeo Drive D24 Sebring, FL 33875	471-0925		1	
369	4	Toussaint, Marie Rosy 3887 Rodeo Drive D25 Sebring, FL 33875	414-7126		1	
309	4	Gates, Larry 3883 Rodeo Drive D26 Sebring, FL 33875	382-3918		1	
307	5	Barnhart, Donna 2629 Sandy Loam Court Sebring, FL 33875	382-3911		1	
333	5	DeRose, Richard & Janice 2637 Sandy Loam Court D05 Sebring, FL 33875	382-4922		1	
219	5	Robinson, Dr. Kevin 2645 Sandy Loam Court D06 Sebring, FL 33875			1	
264	5	Turner, Marian 2653 Sandy Loam Court D07 Sebring, FL 33875	382-2321		1	
104	5	Hall, Steven 2661 Sandy Loam Court D08 Sebring, FL 33875-4711	402-8267		1	
212	5	Reed, Tracy 2741 Sandy Loam Court D09 Sebring, FL 33875			1	
98	5	Moyer, Debra 2745 Sandy Loam Court D10 Sebring, FL 33875			1	
184	5	Mullet, Jerry 2749 Sandy Loam Court D11 Sebring, FL 33875	385-8779		1	
110	5	Harris, Susan 2750 Sandy Loam Court D12 Sebring, FL 33875	382-3299		1	
691	5	Bain, Nancy 6020 Strafford Oaks Drive Sebring, FL 33875	414-6303		1	
34	5	Bowers, Donald & Patricia 2742 Sandy Loam Court D14 Sebring, FL 33875	382-4180		1	

ACCT RT NAME PHONE # CODE TURNED ON TURNED OFF

ACCT	RT	NAME	PHONE #	CODE	TURNED ON	TURNED OFF
482	6	Bolan, James & Sheila 2817 Boulder Court D36 Sebring, FL 33875		1		
890	6	Rhoades, Clifford 2141 Lakeview Drive Sebring, FL 33870		1		
887	6	Rhoades, Clifford 2141 Lakeview Drive Sebring, FL 33870		1		
786	6	Morley, Anthony 2805 Boulder Court Sebring, FL 33875	904-910-5228	1		
885	6	Christian, Mathew 2801 Boulder Court Sebring, FL 33875		1		
833	6	Tattersall, Deidre 208 Thrush Ave Sebring, FL 33870		1		
223	6	Rouse, Mary 13630 Ocean Walk Circle Fort Myers, FL 33908-1360		1		
588	6	Sullivan, Glen 3820 Massapanax Church Ro Fredericksburg, VA 22408		1		
804	6	Perez, Maria 2816 Boulder Court Sebring, FL 33875		1		
222	6	Rothenberger, Mark 2820 Boulder Court D42 Sebring, FL 33875		1		
405	7	LaGrow, Ken 3012 Creekside Court F138/2nd mster Sebring, FL 33875		9		
58	7	Cross, Bill & Patsy 3016 Creekside Court F139 Sebring, FL 33875	471-3480	1		
29	7	Boggs, Larry & Sandra 3020 Creekside Court F140 Sebring, FL 33875	382-1847	1		
135	7	Kragt, Dr. Pat & Mary Lee 3017 Creekside Court F141 Sebring, FL 33875	382-0474	1		
242	7	Smith, Sebrina P. O. Box 1021 Sebring, FL 33871-1021	382-1896	1		
277	7	Wampler, C. Howard P. O. Box 336 Wyanet, IL 61379	314-0534	1		
244	7	Snyder, Warren & Donna 3718 Creekside Drive F144 Sebring, FL 33875	385-9966	1		
294	7	Winberry, Lee & Jackie 3722 Creekside Drive	382-2500	1		

ACCT	RT	NAME	PHONE #	CODE	TURNO	ON	TURNO	OFF
		F145 Sebring, FL 33875						
248	7	Stephens, Norm & Laurie 3725 Creekside Drive F146 Sebring, FL 33875	314-9815					1
371	7	Staffieri, Joseph & Susan 3730 Creekside Drive Sebring, FL 33875						1
66	7	Dialer, Mike & Carole 3734 Creekside Drive F148 Sebring, FL 33875	382-9332					1
592	7	Maloney, Ken 3738 Creekside Drive Sebring, FL 33875	304-329-2453					1
127	7	Kasmer, Jack & Patricia 3742 Creekside Drive F150 Sebring, FL 33875	385-6310					1
472	7	Celestina, Dr. Leslie 3746 Creekside Drive Sebring, FL 33875	381-3737					1
83	7	Ferretti, Dr. Francesco 3750 Creekside Drive F152 Sebring, FL 33875	471-9503					1
3	7	Ahmad, Dr. Syed & Nikhat 3754 Creekside Drive F153 Sebring, FL 33875	402-0982					1
79	7	Evans, Wallace & Sylvia 3758 Creekside Drive F154 Sebring, FL 33875	385-5573					1
77	7	Espallat, Dr. Francisco 3749 Creekside Drive F155 Sebring, FL 33875						1
287	7	Whitehead, John & Susie 3721 Creekside Drive F159 Sebring, FL 33875	471-0541					1
420	7	Ashby, Mark & Susan 3715 Creekside Drive F160 Sebring, FL 33875	382-3914					1
898	7	Klass, Bobbie Jo 3709 Creekside Drive Sebring, FL 33875						1
508	7	D'Angelo, Henry 3705 Creekside Drive F163 Sebring, FL 33875	385-8110					1
845	7	Garcia, Carolen 3701 Creekside Drive Sebring, FL 33875						1
224	7	Roush, David & Jennifer 3621 Creekside Drive F165 Sebring, FL 33875	385-0619					1

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ACCT	RT	NAME	PHONE #	CODE	TURNO	TURNED OFF
62	7	Dewel, Steve & Isable 3605 Creekside Drive F166 Sebring, FL 33875	382-4642	1		
900	7	Reed, Rob & Kim 3600 Creekside Drive Sebring, FL 33875		1		
774	7	Nelson, Delbert 3604 Creekside Drive Sebring, FL 33875	319-470-0915	1		
486	7	Knable, Elmer & Catherine 3005 Fox Hill Road Floyds Knob, IN 47119	812-949-8508	1		
341	7	Kitchel, Leroy 3612 Creekside Drive Sebring, FL 33875		1		
499	7	Pipkin, Richard & Debra 3616 Creekside Drive F171 Sebring, FL 33875	385-1173	1		
476	7	Smith, Glenn 801US 27 N Lake Placid, FL 33875		1		
322	8	DeLoney, Ray & Joyce 5000 Strafford Oaks Drive G12B Sebring, FL 33875		1		
192	8	Ortt, Dick & Dottie 5004 Strafford Oaks Drive G12A Sebring, FL 33875	386-0140	1		
258	8	Tatich, Sharon 14 Floral Drive G11B Wheeling, WV 26003	382-8166	1		
87	8	Foraker, Jake & Doris 5008 Strafford Oaks Drive G11A Sebring, FL 33875	382-4304	1		
59	8	Cullen, Janet 107 Heather Drive G10B Earleville, MD 21919-1114	410-275-2170	1		
932	8	Fattee, Bob 6990 Barr Will Drive Indianapolis, IN 46220	812-243-2266	1		
226	8	Rymer, Barbara 5559 Sun N Lake Blvd Apt B115 Sebring, FL 33872-7644	402-1744	1		
55	8	Cornuet, David & Suzanne 1737 Copperfield Circle Tallahassee, FL 32312	727-265-7710	1		
198	8	Phipps, Michael & Janet 5032 Strafford Oaks Drive G08B Sebring, FL 33875	385-3379	1		
16	8	Barrett, George & Margare 33829 N Fischer Drive Ingleside, IL 60041	847-546-2290	1		
357	8	Bolen, Robert & Carol	382-3924	1		



ACCT RT NAME	PHONE #	CODE	TURNOFF	TURNOFF
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	5044 Strafford Oaks Drive G07A Sebring, FL 33875			
171 8	Meyer, Dr. Kevin 134 Twin Creeks Bend Choudrant, LA 71227	382-0623	1	
852 8	Orlando, Stephen & Judy 5052 Strafford Oaks Drive Sebring, FL 33875		1	
728 8	Misdorn, Leo 5056 Strafford Oaks Drive Sebring, FL 33875		1	
91 8	Gagliardi, Frank & Nancy 5060 Strafford Oaks Drive G05A Sebring, FL 33875	385-5667	1	
158 8	Manlove, Larry & Sue 7859 Nanticoke Drive Seaford, DE 19973	471-2116	1	
82 8	Farmer, Bob & Carolyn 5068 Strafford Oaks Drive G04A Sebring, FL 33875	385-0769	1	
2 8	Aguilar, Octavio & Ellise 5072 Strafford Oaks Drive G03B Sebring, FL 33875	386-4243	1	
372 8	Glass, Elizabeth 109 Estes Court Lyons, CO 80540		1	
682 8	Ladinsky, Jeff 5084 Strafford Oaks Drive Sebring, FL 33875	471-6745	1	
602 8	Stryker, Lewis & Marilyn 5076 Strafford Oaks Drive Sebring, FL 33875	385-7598	1	
178 8	Moore, Jack 5088 Strafford Oaks Drive G01B Sebring, FL 33875	471-6287	1	
186 8	Musgrove, Rachel 5092 Strafford Oaks Drive G01A Sebring, FL 33875	471-9135	1	
367 8	Wood, Linda 6000 Strafford Oaks Drive G1 01A Sebring, FL 33875	863-683-1715	1	
215 8	Revell, James & Leana 6004 Strafford Oaks Drive G101B Sebring, FL 33875	382-6575	1	
963 8	Veale, Daniel & Brittney 6010 Strafford Oaks Drive Sebring, FL 33875	561-985-3685	1	07/10/2013
46 8	Carr, Henry & Barbara P. O. Box 857 G102B Clinton, NC 28329	382-2850	1	
13 8	Bain, Nancy 6020 Strafford Oaks Drive	414-6303	1	

ACCT	RT	NAME	PHONE #	CODE	TURND ON	TURND OFF
		G103B Sebring, FL 33875				
160	8	Martinelli, Jr. Nicholas 6024 Strafford Oaks Drive G104A Sebring, FL 33875			1	
861	8	Abellon, Dr. Juan 6028 Strafford Oaks Drive Sebring, FL 33875			1	
785	8	Stevens, Heidi 6044 Strafford Oaks Drive Sebring, FL 33875	382-2737		1	
240	8	Simmons, Tom & Betty P. O. Box 3933 G107A Sebring, FL 33871-3933	385-3989		1	
906	8	Cruz, Joanna 6041 Strafford Oaks Drive Sebring, FL 33875	941-552-9785		1	
26	8	Bird, Joseph & Carrie 6033 Strafford Oaks Drive Sebring, FL 33875	385-8336		1	
276	8	Walz, Norb & Joann 3910 Enchanted Oaks Lane HA01 Sebring, FL 33875	382-1674		1	
70	8	Drake, Charles & Nelda 5095 Strafford Oaks Drive G23A Sebring, FL 33875	382-1936		1	
51	8	Cochran, Bob & Louise 5091 Strafford Oaks Drive Sebring, FL 33875	314-9337		1	
126	8	Kaiser, Marge 5087 Strafford Oaks Drive G22A Sebring, FL 33875	382-1957		1	
860	8	Villanueva, Dr. Peter 5083 Strafford Oaks Drive Sebring, FL 33875			1	
943	8	Fells, Alex 5079 Strafford Oaks Drive Sebring, FL 33875			1	
634	8	O'Neill, Mr. Randy 5075 Strafford Oaks Drive Sebring, FL 33875	381-3164		1	
23	8	Benton, Susan 5071 Strafford Oaks Drive G20A Sebring, FL 33875	385-2173		1	
108	8	Rancz, Robert & Doris 5067 Strafford Oaks Drive Sebring, FL 33875	314-9582		1	
942	8	Fells, Andrew & Julie 5063 Strafford Oaks Drive Sebring, FL 33875			1	
144	8	Leonard, Ralph 5055 Strafford Oaks Drive G18A Sebring, FL 33875	385-5236		1	

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ACCT RT	NAME	PHONE #	CODE	TURNOFF	TURNOFF
			TURNED ON		TURNED OFF
790 8	Gibbs, Keith 5051 Strafford Oaks Dr. Sebring, FL 33875	954-471-9155	1		
818 8	Pierson, Karen & P.J. P O Box 125 Sullivan, IN 47882	812-240-9004	1		
80 8	Fanady, George & Mary 117 Hallbrook Farms G16B Wilmington, NC 28411	471-0331	1		
107 8	Hammock, Danny & Kathleen 5039 Strafford Oaks Drive G16A Sebring, FL 33875	314-0900	1		
564 8	Burdette, Scott & Sonja 28197 Kanawka Valley Road Southside, WV 25187-9703	304-552-7811	1		
199 8	Pieracini, Bud & Jean 5031 Strafford Oaks Drive G15A Sebring, FL 33875	385-4915	1		
922 8	Espinoza, Nidia 5027 Strafford Oaks Drive Sebring, FL 33875		1		
378 8	Beaudry, Dr. Pierre & Ann 5023 Strafford Oaks Drive G14A Sebring, FL 33875	519-323-7223	1		
205 8	Poore, Ronald & Martha 5019 Strafford Oaks Drive G13B Sebring, FL 33875	314-0345	1		
272 8	Von Frantzius, Klaus 5015 Strafford Oaks Drive G13A Sebring, FL 33875	385-0275	1		
362 8	Hackett, Pete & Barbara 6076 Strafford Oaks Drive GN113 Sebring, FL 33872	385-6422	1		
231 8	Schorr, Warren & Donna 6080 Strafford Oaks Drive I39 Sebring, FL 33875	385-6964	1		
946 8	Walz & Company 915 Mall Ring Road Sebring, FL 33872		1		
585 8	Rohal, Ellen & Tammie 1110 S.W. 152 Terr Pembroke Pines, FL 33027	305-342-5855	1		
716 8	Bullard, Cedric & Guin 7026 Strafford Oaks Sebring, FL 33875	386-5561	1		
559 8	Walz & Company 915 Mall Ring Road Sebring, FL 33872	382-2282	1	10/22/2006	
494 8	Doty, Troy & Lisa 7078 Strafford Oaks Drive Sebring, FL 33875	239-561-3885	1		
684 8	Ekici, Sedat 7082 Strafford Oaks Drive	386-5453	1	04/23/2006	

ACCT	RT	NAME	PHONE #	CODE	TURNED ON	TURNED OFF
		Sebring, FL 33875				
747	8	Nickerson, Logan 7103 Strafford Oaks Drive Sebring, FL 33875		1		
794	8	McRoberts, Larry & Janet 7099 Strafford Oaks Drive Sebring, FL 33875		1		
679	8	Ness, Kathleen & L. Thoma Box 419, Wakaw, Saskatche SOK 4P0 Canada		1		
570	8	Webster, Dwight 3635 E Paces Cir NE Unit 1414 Atlanta, GA 30326-7818	770-401-3787	1		
477	8	Webb, Jim & Joanne 7017 Strafford Oaks Drive GN321 Sebring, FL 33870	382-4975	1	02/26/2006	
606	8	Annett, David & Tamra 7005 Strafford Oaks Drive Sebring, FL 33875	381-3030	1	12/15/2005	
905	8	Brooker, Leland 6053 Strafford Oaks Drive Sebring, FL 33875		1	11/16/2013	
839	8	Gonzalez, Evelyn & Francis 7001 Strafford Oaks Drive Sebring, FL 33875	805-501-6915	1	12/25/2005	
867	8	Davis, Bill & Melisa 6065 Strafford Oaks Drive Sebring, FL 33875		1	05/04/2013	
363	8	Barr, Bonnie 6073 Strafford Oaks Drive GN310 Sebring, FL 33875		1		
958	8	Skaer, Beverly & Roger 7000 Strafford Oaks Drive Sebring, FL 33875	863-214-8694	1		
874	8	Owl Construction 4405 Lost Ball Ct. Sebring, FL 33875		1		
346	9	Taub, Jose Daniel 3770 Enchanted Oaks Drive HB12 Sebring, FL 33875	402-4258	1		
421	9	Ore, Robert & Rosalyn 3774 Enchanted Oaks Lane HB11 Sebring, FL 33875	818-880-5678	1		
4	9	Bennett, Jennifer 3778 Enchanted Oaks Lane HB10 Sebring, FL 33875	402-0904	1		
697	9	LaGrow, Jamie 3786 Enchanted Oaks Lane Sebring, FL 33875	385-1317	1		
770	9	Cosgrave, Brian & Kelly 3802 Enchanted Oaks Lane Sebring, FL 33875		1		
9	9	Arciola, Dr. Anthony 3806 Enchanted Oaks Lane	Un-published	1		

ACCT	RT	NAME	PHONE #	CODE	TURND ON	TURND OFF
		HB06 Sebring, FL 33875				
172	9	Midence, Dr. Robert 3830 Enchanted Oaks Lane HB03 Sebring, FL 33875			1	
498	9	Martinez, Gilbert & Lyn 5801 Sanbury Road Westerville, OH 43082	382-2500		1	05/23/2006
846	9	Cheng, Earl 3854 Enchanted Oaks Lane Sebring, FL 33875			1	
953	9	REMax Realty Plus 809 US 27 S Sebring, FL 33870			1	01/23/2006
503	9	Dukes, David & Colleene 3870 Enchanted Oaks Lane Sebring, FL 33875	382-2282		1	06/08/2006
505	9	Rosado, Juan & Magda 3874 Enchanted Oaks Lane HA06 Sebring, FL 33875	385-4748		1	
326	9	Ervin, Robert & Kimberly 3878 Enchanted Oaks Lane HA05 Sebring, FL 33875	471-0825		1	
48	9	Christensen, Erik & Darle 3886 Enchanted Oaks Lane HA03 Sebring, FL 33875	471-6271		1	
843	9	Statler, Phillip 3890 Enchanted Oaks Lane Sebring, FL 33875			1	
411	9	Robinson, Paulette 3771 Enchanted Oaks Lane Sebring, FL 33875	414-5058		1	
609	9	Annett, Eric 3775 Enchanted Oaks Lane Sebring, FL 33875	382-4424		1	
187	9	Nichols, Edward & Donna 3787 Enchanted Oaks Lane HC05 Sebring, FL 33875	314-4475		1	
816	9	Tucker, Tom 3791 Enchanted Oaks Lane Sebring, FL 33875	231-645-6127		1	
92	9	Gahwiler, James & Eulah 4090 Irving Drive Decatur, IL 62521-4133	471-2624		1	
289	9	Whitner, Annette 3805 Enchanted Oaks Lane HC10 Sebring, FL 33875	471-2021		1	
567	9	Cyril, Samuel 3807 Enchanted Oaks Lane Sebring, FL 33875			1	12/07/2006
744	9	Urrellys, Tania 3859 Enchanted Oaks Ln Sebring, FL 33875	863-832-0761		1	
535	9	Bennett, Robert & Rita	410-243-7521		1	

ACCT	RT	NAME	PHONE #	CODE	TURNOFF	TURNOFF
		3863 Enchanted Oaks Lane HD13 Sebring, FL 33875				
596	9	Goldstein, Dr. Robert & E 3871 Enchanted Oaks Lane Sebring, FL 33875		1		
496	9	Brooker, Leland & Martha 3875 Enchanted Oaks Lane HD11 Sebring, FL 33875	382-1034	1		
952	9	Hubbs, Martin 3855 Rodeo Drive Sebring, FL 33875		1		
12	9	Bagshaw, Greg & Beverly 17608 Mountain Grove Road Henryville, IN 47126	382-7915	1		
622	9	Chabert, Pauline 3891 Enchanted Oaks Lane Sebring, FL 33875	382-3220	1	10/02/2006	
591	9	Atalla, Dr. Sameh 3895 Enchanted Oaks Lane Sebring, FL 33875	813-714-5429	1		
847	9	Buckley, Ronald 3899 Enchanted Oaks Lane Sebring, FL 33875	314-9716	1		
908	9	Saaka, Dr. Michael 3903 Enchanted Oaks Lane Sebring, FL 33875		1	08/17/2006	
400	9	Guerin, Ed 3907 Enchanted Oaks Lane HD02 Sebring, FL 33875	561-996-1929	1		
623	9	Revell, Jared 3911 Enchanted Oaks Lane Sebring, FL 33872	214-3027	1	12/09/2007	
262	10	Troutman, Stuart & Rachel 2701 Treasure Cay Lane I01 Sebring, FL 33875	402-0747	1		
64	10	Ferry, Denver & Helen 2705 Treasure Cay Lane I02 Sebring, FL 33875	385-7794	1		
142	10	Lee, John 2709 Treasure Cay Lane I03 Sebring, FL 33875		1		
221	10	Rossodivita, David & Lita 2717 Treasure Cay Lane I04 Sebring, FL 33875	385-3591	1		
959	10	Jack, Terry & Mary 2725 Treasure Cay Lane Sebring, FL 33875	402-0065	1		
806	10	Hugo, Robert 1481 Oakhurst Drive Mount Pleasant, SC 29466	843-270-0408	1		
727	10	Silverman, Sean 2745 Treasure Cay Lane Sebring, FL 33875		1		

ACCT	RT	NAME	PHONE #	CODE	TURND ON	TURND OFF
917	10	Adams, Kevin & Nhora 2759 Treasure Cay Lane Sebring, FL 33875	382-2624	1		
926	10	Reed, Terry & Susan 5227 Greystone Court Harbor Springs, MI 49740	989-274-3809	1	05/19/2011	
524	10	Sampathkumaran, Bajyashre 2769 Treasure Cay Lane I11 Sebring, FL 33875	386-0828	1	12/11/2005	
822	10	Kracik, Dr. Maureen & Jos 6021 James Street Tinley Park, IL 60477		1		
97	10	Goldstein, Sarah 2781 Treasure Cay Lane I13 Sebring, FL 33875	382-1738	1		
807	10	Garcia-Priero, Sherri 2780 Treasure Cay Lane Sebring, FL 33875	C307-677-6498	1		
838	10	McLean, John & Caroline 1745 Hwy 27 South Sebring, FL 33870		1		
902	10	Leitzel, Dr. Thomas 2768 Treasure Cay Lane Sebring, FL 33875		1		
823	10	Boshme, Keith & Sharon Box 32, R.R. #1 Regina, SK S4P 2Z1,	306-533-9654	1		
310	10	Hines, Bob & Jane 2758 Treasure Cay Lane I18 Sebring, FL 33875	382-8779	1		
57	10	Coughlin, Peter & Libby 2754 Treasure Cay Lane I19 Sebring, FL 33875	471-3627	1		
487	10	Moellendick, Fred & Ellie 2740 Treasure Cay Lane I20 Sebring, FL 33875	385-9842	1		
301	10	Wu, Guo Hui 440 Edgewood Road I21 Venice, FL 34239	385-4042	1		
124	10	Jacobs, Dennis & Karen 2720 Treasure Cay Lane Sebring, FL 33875	471-9392	1		
147	10	Lewis, Susan 2710 Treasure Cay Lane I23 Sebring, FL 33875	314-9315	1		
891	10	Vived, Karen 2700 Treasure Cay Lane Sebring, FL 33870		1		
618	11	Campbell, Courtney 2800 Briarwood Lane I25 Sebring, FL 33875	781-3134	1		
304	11	Zirulnik, Janet	471-9790	1		

ACCT	RT	NAME	PHONE #	CODE	TURNE	ON	TURNE	OFF
		2808 Briarwood Lane Sebring, FL 33875						
964	11	Nickerson, Glen 2812 Briarwood Lane Sebring, FL 33875	941-769-1424		1			
930	11	Pannington, Karen 2816 Briarwood Lane Sebring, FL 33875					1	
550	11	Carretero, Dr. Ross 2803 Alt. US 27 South Sebring, FL 33870	305-951-4096		1			
763	11	Grigsby, Martha 2824 Briarwood Lane Sebring, FL 33875	863-840-1962		1			
939	11	Brown, Willie 2828 Briarwood Lane Sebring, FL 33875					1	
47	11	Caswell, Donald & Beverly 2832 Briarwood Lane I33 Sebring, FL 33875	386-9498		1			
819	11	Lewandowski, Melanie 2836 Briarwood Lane Sebring, FL 33875	989-928-0810		1			
42	11	Burrus, Charles & Karen 2840 Briarwood Lane I35 Sebring, FL 33875	382-4252				1	
335	11	Hicks, Louis & Joan 2848 Briarwood Lane Sebring, FL 33875-4785	813-376-2409		1			
69	11	Dornheim, Carl & Adele 2852 Briarwood Lane I38 Sebring, FL 33875	382-6592				1	
689	11	Kist, Dave 2856 Briarwood Lane Sebring, FL 33875	814-880-8245				1	
851	11	Borders, Diana 2860 Briarwood Lane Sebring, FL 33875	402-8292				1	
243	11	Smith, Charlene 2859 Briarwood Lane I41 Sebring, FL 33875	382-9539				1	
122	11	Hurtubise, Gary & Margare 2855 Briarwood Lane I42 Sebring, FL 33875	471-2316				1	
63	11	Dewitt, Robert & Carol 2851 Briarwood Lane I43 Sebring, FL 33875	382-4101				1	
800	11	Solis, Luis 2847 Briarwood Lane Sebring, FL 33875					1	
630	11	Niehaus, Dr. Gary 2904 Fox Creek Road I45 Bloomington, IL 61705	309-275-2697				1	



ACCT	RT	NAME	PHONE #	CODE	TURND ON	TURND OFF
863	11	Henderson, Steve & Cheryl 2835 Briarwood Lane Sebring, FL 33875	863-202-0774	1		
892	12	Courtyard Oaks Common 2817 Boulder Court Sebring, FL 33875	385-4802	0		
355	12	POCA Sterling Oaks P O Box 7395 100 Sebring, FL 33872-0107	385-3989	0		
560	12	CCS Golf Club Inc 4800 Haw Branch Road Sebring, FL 33875	382-8538	0		
653	12	Highlands County Tennis A 4115 Loquat Road Sebring, FL 33875		5	10/31/2008	
352	12	CCS Golf Club Inc. 4800 Haw Branch Road Wclub Sebring, FL 33875	382-8538	6		
349	12	CCS Golf Club Inc 4800 Haw Branch Road Wbath Sebring, FL 33875	382-8538	5		
354	12	CCS Golf Club Inc 4800 Haw Branch Road Sebring, FL 33875	382-8538	5		
339	12	Courtyard Oaks POA P. O. Box 1623 D31+ Avon Park, FL 33826-1623		0		
766	13	Matesic, Regis & Commie 5232 Haw Branch Road Sebring, FL 33875		1	12/15/2005	
725	13	Kahn, Jasmin 5228 Haw Branch Road Sebring, FL 33875	786-514-9444	1	12/15/2005	
931	13	Lambert, Geoffrey & Bonni 5224 Haw Branch Road Sebring, FL 33875		1	08/18/2005	
849	13	Sparr, Donald & Karen 5220 Haw Branch Road Sebring, FL 33875	385-1044	1	12/15/2005	
872	13	Hall, Paula 5216 Haw Branch Road Sebring, FL 33875		1	08/23/2005	
913	13	Renn, Melvin & Marsha 984 Drivers Lane Newport News, VA 23602	757-897-8900	1	12/15/2005	
661	13	Cook, Doreen 5208 Haw Branch Road Sebring, FL 33875	319-232-2381	1	12/15/2005	
899	13	Janetzko, Karl & Donna 5204 Haw Branch Road Sebring, FL 33875		1	12/15/2005	
551	13	Lovett, Will & Rachel 5301 Surrey Lane Sebring, FL 33875	381-1475	1		
723	13	Pallone, Sarah 5305 Surrey Lane		1	06/25/2006	

ACCT RT NAME PHONE # CODE TURNED ON TURNED OFF

ACCT	RT	NAME	PHONE #	CODE	TURNED ON	TURNED OFF
		Sebring, FL 33875				
903	13	Stephenson, Tres 5313 Surrey Lane Sebring, FL 33875		1	06/25/2006	
746	13	Pellegrino, Daniel & Gale 341 Clinton Ave North Plainfield, NJ 0706	908-757-1368	1		
589	13	Hessel, Gordon & Antoinet 5321 Surrey Lane Sebring, FL 14787-9751	716-628-5868	1	06/25/2006	
735	13	Colinger, Dr. J W 710 Galax Drive Erwin, TX 37650		1	06/25/2006	
711	13	Pyser, Gerald 7156 Lamuria Circle Unit 1401 Naples, FL 34109	382-7225	1	06/25/2006	
658	13	Avalos, Dr. Martin 2803 Bellwind Circle Vieta, FL 32955	321-446-0294	1		
701	13	Halpin, William 5337 Surrey Lane Sebring, FL 33875	972-922-1964	1	06/26/2006	
947	13	Cartex, Dorothy 5341 Surrey Lane Sebring, FL 33875	402-2231	1	06/26/2006	
881	13	Husain, Dr. Adeel 5345 Surrey Lane Sebring, FL 33875		1		
954	14	RENax Realty Plus 809 US 27 S Sebring, FL 33870		1		
17	14	Barton, Mag 1248 Pennsylvania Ave. Sayre, PA 18840-1049	382-9457	1		
334	14	Rimer, James 3638 Wynstone Drive Sebring, FL 33876	414-1767	1		
204	14	Pontius, Rick 9012 CR 635 Sebring, FL 33875	385-0247	1		
67	14	Dodge, Ardell 3794 Wynstone Drive V22B Sebring, FL 33875	385-8475	3		
72	14	Davall, Ken & Joy 14974 Kay Drive V22C Monroe, MI 48161	385-0552	3		
201	14	Platt, Michael & Susan 3798 Wynstone Drive V22D Sebring, FL 33875		1		
937	14	Glidewell, Sandra 3830 Rodeo Drive Sebring, FL 33875		3		
950	14	Borgert, Thomas 3834 Rodeo Drive Sebring, FL 33875	863-449-1279	3		

ACCT	RT	NAME	PHONE #	CODE	TURND ON	TURND OFF
873	14	Hebert, Ronald & Fay 27235 SW 168th Homestead, FL 33031		3		
734	14	Wells, Bobbie 1195 CR 20 Corunna, IN 46730		3		
36	14	Brennan, Jerry & Paula 2715 Sandy Loam Court Sebring, FL 33875	217-222-2391	1		
95	14	Glentzer, M.T. & Virginia 2727 Sandy Loam Sebring, FL 33875	385-2751	2		
443	14	Tighe, Linda K. 2739 Sandy Loam Ct V58E Sebring, FL 33875	385-7922	3		
710	14	Burger, Jacobus (Chris) 2716 Sandy Loam Court Sebring, FL 33875	828-371-5636	3		
886	14	Nelson, Delbert 3604 Creekside Drive Sebring, FL 33875		3		
161	14	Martinson, Betty 2688 Sandy Loam Ct. Sebring, FL 33875	385-8148	3		
929	14	Wisternoff, Mark & Marian 2676 Sandy Loam Ct. Sebring, FL 33875		2		
451	14	Dewitt, Robert & Carol 2664 Sandy Loam Court V61E Sebring, FL 33875	941-925-3121	2		
74	14	Ellis, Steve 1327 Blue Ave Zanesville, OH 43701-2403	385-1122	3		
961	14	Warner, Linda 4600 Westminster Road Sebring, FL 33875		3		
278	14	Watts, Cecil 3867 Rodeo Drive V45C Sebring, FL 33875	382-6613	3		
827	14	Creed, Douglas & Gail 2 Pine Knoll Dr. Clover, SC 29710	704-575-7511	3		
336	14	Szelagowski, Jim & Bev 3859 Rodeo Drive Sebring, FL 33875		3		
657	14	Hubbs, Martin & Judith 3855 Rodeo Drive Sebring, FL 33875	908-647-5287	2		
604	14	Sheldon, Earl & Jackie 3851 Rodeo Drice Sebring, FL 33875	715-484-2002	2		
910	14	Tucker, Robert 3847 Rodeo Drive Sebring, FL 33875		1		
915	14	Woods, Pat & Dick 3839 Rodeo Drive Sebring, FL 33875		3		

11/14/2014

## MASTER CUSTOMER LIST

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ACCT	RT	NAME	PHONE #	CODE	TURMED ON	TURMED OFF
261	14	Trent, Rex & Carol 16 East Wissahickon Ave Flourtown, PA 19031	215-233-9594	3		
884	14	Bair, Nellie 3831 Rodeo Drive Sebring, FL 33875		3		
941	14	Poreda, Megan 3827 Rodeo Drive Sebring, FL 33875	847-567-6070	3		
465	14	Revall, Leanna 6004 Strafford Oaks Drive Sebring, FL 33875	385-2210	3		
729	14	DeSilva, Joanne 3819 Rodeo Drive Sebring, FL 33875	954-612-4268	3		
927	14	Doran, Maderia 3815 Rodeo Drive Sebring, FL 33875		3		
805	14	Anderson, Victor 3811 Rodeo Drive Sebring, FL 33875	402-0890	3		
801	14	Green, Gwen 3807 Rodeo Drive Sebring, FL 33875		3		
831	14	Townsend, Becky 3803 Rodeo Drive Sebring, FL 33875		3		
620	15	Witham, Michael 3001 Royal Oaks Court Sebring, FL 33875	381-5228	1	08/31/2006	
911	15	Griffin, Al 2929 Wynstone Drive Sebring, FL 33875		1	08/28/2006	
762	15	Moore, Eric P O Box 1745 Sebring, FL 33871		1	03/07/2010	
776	15	Sims, Gordon 1040 Waterbrooke Lane Johnson City, TN 37604	423-914-2559	1	03/07/2010	
750	15	Perrel Management Co., P. O. Box 160 Suffolk, VA 23439-0160	In757-925-4738	1	03/07/2010	
796	15	Perrel, Bassel 1740 Valalla Arch Virginia Beach, VA 23454		1	03/07/2010	
920	15	Adams, Wendell & Carol 1286 W. State St. Charleston, IL 61920	217-345-	1	01/20/2009	
676	15	Brewer, John 3049 Royal Oaks Sebring, FL 33875	382-4857	1	01/20/2009	
733	15	Nelson, Barbara 3604 Creekside Drive Sebring, FL 33875	319-470-0915	1	01/20/2009	
880	15	Hoja, Walter 3063 Royal Oaks Ct Sebring, FL 33875	705-931-6222	1	08/28/2006	
824	15	Haddad, Agnes	305-562-6637	1	08/28/2006	

11/14/2014

MASTER CUSTOMER LIST

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ACCT RT NAME PHONE # CODE TURNED ON TURNED OFF

1406 NW 179th Avenue  
Pembroke Pines, FL 33029

633 15	Crites, Nelson 3002 Royal Oaks Ct. Sebring, FL 33875	382-3755	1		
670 15	Crites, Nelson 3002 Royal Oaks Ct. Sebring, FL 33875		1		
627 15	Johnston, Brent 3032 Royal Oaks Court Sebring, FL 33875	416-708-4266	1	10/01/2006	
960 15	Michaud, Patrick 8410 N. Garfield Road Spokane, WA 99224	509-468-5180	1	10/01/2006	
411	Customers				

Exhibit "F"

1. Mortgage given by Country Club Utilities, Inc. to Lyle Theodore Schmalzried and Onnalee Duane Schmalzried dated 20 October 2014 and recorded in Official Records Book 2449, Page 1020 of the Public Records of Highlands County, Florida.

2. Mortgage given by Country Club Utilities, Inc. to Ray C. Brown, Trustee of the Raymond C. Brown Trust as Amended March 16, 1995 dated 20 October 2014 and recorded in Official Records Book 2449, Page 1026 of the Public Records of Highlands County, Florida.

3. Mortgage given by Country Club Utilities, Inc. to David S. Rossodivita and Lita G. Rossodivita dated 20 October 2014 and recorded in Official Records Book 2449, Page 1032 of the Public Records of Highlands County, Florida.

4. Mortgage given by Country Club Utilities, Inc. to Greg L. Bagshaw and Beverly A. Bagshaw dated 20 October 2014 and recorded in Official Records Book 2449, Page 1038 of the Public Records of Highlands County, Florida.

5. Mortgage given by Country Club Utilities, Inc. to E. L. Garrison and Marilyn A. Garrison dated 20 October 2014 and recorded in Official Records Book 2449, Page 1044 of the Public Records of Highlands County, Florida.

6. Mortgage given by Country Club Utilities, Inc. to Lyle Theodore Schmalzried and Onnalee Duane Schmalzried dated 20 October 2014 and recorded in Official Records Book 2449, Page 1050 of the Public Records of Highlands County, Florida.

7. Mortgage given by Country Club Utilities, Inc. to Gerald W. Miller and Elizabeth A. Miller dated 20 October 2014 and recorded in Official Records Book 2449, Page 1056 of the Public Records of Highlands County, Florida.

8. Mortgage given by Country Club Utilities, Inc. to Arthur T. Freer and Mildred S. Freer dated 20 October 2014 and recorded in Official Records Book 2449, Page 1062 of the Public Records of Highlands County, Florida.

9. Mortgage given by Country Club Utilities, Inc. to Arthur T. Freer and Mildred S. Freer dated 20 October 2014 and recorded in Official Records Book 2449, Page 1068 of the Public Records of Highlands County, Florida.
10. Mortgage given by Country Club Utilities, Inc. to William T. Cross and Patricia K. Cross dated 20 October 2014 and recorded in Official Records Book 2449, Page 1074 of the Public Records of Highlands County, Florida.
11. Mortgage given by Country Club Utilities, Inc. to R. Greg Harris and Janet B. Harris dated 20 October 2014 and recorded in Official Records Book 2449, Page 1080 of the Public Records of Highlands County, Florida, as reduced pursuant to the Agreement dated April \_\_, 2015 between Country Club Utilities, Inc., R. Greg Harris, Janet B. Harris, Florida Public Service Commission, Florida Office of Public Counsel, and City of Sebring.
12. Consent Judgment in favor of State of Florida, Department of Environmental Protection dated 20 February 2014 and recorded in Official Records Book 2417, Page 552 and re-recorded in Official Records Book 2450, Page 1108 of the Public Records of Highlands County, Florida.
13. Business debt of Seller not to exceed \$70,000.00.
14. Mortgage given by City of Sebring, as Receiver of Country Club Utilities, Inc. Systems, to the Florida Public Service Commission dated April \_\_, 2015, in the amount of \$52,293.42, to be recorded in the Public Records of Highlands County, Florida to secure the statutory financial obligation owed by Country Club Utilities, Inc. to the Florida Public Service Commission, pursuant to FPSC Order No. PSC-14-0225-AS-WS, issued May 12, 2014, in Docket No. 140031-WS.

Stockholder Debt 12/31/2014

	Amt due	Pmt	Rate	Due
Bagshaw	981.46	495.03	8%	Feb
Brown	981.46	495.03	8%	Feb
Cross	44362.31	1001.94	7.50%	19-Mar
Freer	2704.73	443.21/66	6%	Jan/Feb
Garrison	12700.35	460.61	4%	17-Jun
Rossodivita	1465.11	495.03		Feb
Schmalzriedt (3)	13017.27	488.32/50	8%	Mar/Jun 17
HIB Small	26369.12	334.32	6%/8%	
HIB Large	345383.8	2755.72	7%	
Due to RGH	202148.3		7%	12/1/2015
	<b>650113.91</b>			



9:42 PM

12/03/14

**Country Club Utilities, Inc.**  
**A/P Aging Summary**  
 As of December 3, 2014

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
A & D Water	0.00	2,051.00	1,488.88	0.00	0.00	3,539.88
Advantage Computers	0.00	218.75	0.00	0.00	0.00	218.75
Andreyev Engineering, Inc.	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Bank of America-1	0.00	0.00	9,131.27	0.00	0.00	9,131.27
Bank of America-9508	0.00	0.00	0.00	0.00	7,109.54	7,109.54
Bo's Lawn service	130.00	0.00	0.00	0.00	0.00	130.00
Department of Environmental Protection	0.00	0.00	0.00	0.00	500.00	500.00
Eric T. Zwyer, Tax Collector	0.00	9,826.24	0.00	0.00	0.00	9,826.24
Florida Rural Water Association-1	0.00	0.00	0.00	0.00	734.20	734.20
Highlands Aquatics	0.00	0.00	150.00	150.00	0.00	300.00
Josh's Lawn Care	0.00	300.00	0.00	0.00	200.00	500.00
K & A Golf Carts	477.13	0.00	0.00	0.00	0.00	477.13
McClure & Lobozzo	2,500.00	0.00	0.00	0.00	0.00	2,500.00
Mid-Florida	0.00	0.00	0.00	10,988.57	0.00	10,988.57
Pella & Associates	0.00	0.00	0.00	0.00	2,878.17	2,878.17
Pugh Utilities Services, Inc.	2,417.04	0.00	3,246.50	3,707.84	0.00	9,371.38
SunShine One Call	0.00	4.55	0.91	4.55	5.48	15.47
Swaine & Harris, P.A.	0.00	7,777.05	0.00	0.00	0.00	7,777.05
The Garage Door & Skee'r	0.00	80.00	0.00	0.00	0.00	80.00
<b>TOTAL</b>	<b>6,524.17</b>	<b>20,257.59</b>	<b>14,017.33</b>	<b>14,860.96</b>	<b>12,226.37</b>	<b>66,876.42</b>

**Exhibit "G"**

**State of Florida, Department of Environmental Protection v. Country Club Utilities, Inc. filed under Case Number 12-924 GCS in the Circuit Court of the Tenth Judicial Circuit in and for Highlands County, Florida**

**State of Florida, Southwest Florida Water Management District claim of Country Club Utilities, Inc. over pumping its entire permitted capacity under Permit Number 20007704.005.**

**State of Florida, Public Service Commission claim for statutory fees pursuant to FPSC Order No. PSC-14-0225-AS-WS, issued May 12, 2014, in Docket No. 140031-WS, listed in Exhibit "F" with the funds due thereunder to be paid from the purchase funds at closing.**

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
WATER USE  
GENERAL  
PERMIT NO. 20007704.005

**EXPIRATION DATE:** October 12, 2016

**PERMIT ISSUE DATE:** October 12, 2006

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

**TYPE OF APPLICATION:** Renewal

**GRANTED TO:** The Country Club of Sebring, Inc.  
3035 Wynstone Drive  
Sebring, FL 33875

**PROJECT NAME:** Country Club Utilities, Inc.

**WATER USE CAUTION AREA:** Southern

**TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (In gpd)**

STANDARD ANNUAL AVERAGE	183,000 gpd
PEAK MONTH <sup>1</sup>	234,000 gpd
DROUGHT ANNUAL AVERAGE <sup>2</sup>	183,000 gpd

<sup>1</sup> Average daily use during the highest water use month.

<sup>2</sup> Annual average limit when less than historical average rainfall if sufficient Water Conserving Credits exist in the Permittee's account.

**PROPERTY LOCATION:** 3.1 owned acres in Highlands County, approximately 1.5 miles southwest of the city of Sebring and approximately 3.5 miles northwest of the intersection of State Road 66 and U.S. Highway 27.

**ABSTRACT:** This is a renewal of an existing public supply water use permit in central Highlands County within the Southern Water Use Caution Area (SWUCA). There is an increase in the annual average daily and peak month daily quantity. The increase in quantity is the result of an increase in the population served. The quantities are based on population projections provided by the permittee. Annual Average Daily increased from 106,400 gpd to 183,000 gpd (increase of 76,600). The Peak Month Daily decreased from 255,400 gpd to 234,000 gpd (decrease of 21,400 gpd).

**WATER USE TABLE (in gallons per day)**

<u>Use</u>	<u>Standard Annual Average</u>	<u>Peak Month</u>
Public Supply:	183,000	234,000

**SERVICE AREA NAME**

Country Club Utilities, Inc.

**USE TYPE**

Regional Public Supply System  
Total Public Supply

**POPULATION SERVED**

1,191

**PER CAPITA RATE**

Gross 132 gpd/person  
Adjusted Gross 132 gpd/person

**WITHDRAWAL POINT QUANTITY TABLE**

Water use from these withdrawal points are restricted to the quantities given below:

<u>I.D. NO.</u> <u>PERMITTEE/ DISTRICT</u>	<u>DIAM.</u> <u>(IN.)</u>	<u>DEPTH</u> <u>TTL./CSD.FT.</u> <u>(feet bis)</u>	<u>USE</u>	<u>GALLONS PER DAY</u>	
				<u>AVERAGE</u>	<u>PEAK MONTH</u>
1 / 1	10	1,352 / 485	B	183,000	234,000
2 / 2	8	1,180 / 450	B	183,000	234,000

B = Public Supply

**WITHDRAWAL POINT LOCATION TABLE**

<u>DISTRICT</u> <u>I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>	<u>SECTION/TOWNSHIP/RANGE</u>
1	272702.33/813111.33	09/35/28
2	272702.86/813112.47	09/35/28

**SPECIAL CONDITIONS:**

All conditions referring to approval by the Regulation Department Director, Resource Regulation, shall refer to the Director, Bartow Regulation Department, Resource Regulation.

Docket Nos. 140031-WS and 140208-WS  
Country Club Utilities, Inc.  
May 14, 2015

**ATTACHMENT 2**

# **SETTLEMENT AGREEMENT**

**May 5, 2015**

**Case No.: GC 14-611  
Highlands County v. Country Club Utilities, Inc.  
10<sup>TH</sup> Judicial Circuit Court  
Highlands County**

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 21<sup>st</sup> day of April, 2015, by and between COUNTRY CLUB UTILITIES, INC. (hereinafter "CCU"), R. GREG and JANET B. HARRIS, individually (hereinafter "HARRIS"), the CITY OF SEBRING (hereinafter "CITY"), the FLORIDA PUBLIC SERVICE COMMISSION (hereinafter "FPSC"), and the FLORIDA OFFICE OF PUBLIC COUNSEL (hereinafter "FOPC") on the following terms and conditions, to wit:

**WHEREAS**, FPSC brought an administrative complaint against CCU on March 17, 2014 for failing to remit statutory "Regulatory Assessment Fees" ("RAF"); and

**WHEREAS**, on May 12, 2014, FPSC issued Order No. PSC-14-0225-AS-WS, approving a settlement agreement with CCU for the payment of the delinquent RAFs owed by CCU and for the 2014 RAFs yet to become due (hereinafter the "Settlement Agreement"); and

**WHEREAS**, CCU made partial payment to the FPSC, pursuant to FPSC Order No. PSC-14-0225-AS-WS, totaling \$21,517.27; and

**WHEREAS**, on October 20, 2014, CCU executed a mortgage in favor of HARRIS which was recorded in Official Records Book 2449, Page 1080, of the Public Records of Highlands County, Florida (hereinafter the "Harris Mortgage"); and

**WHEREAS**, on October 22, 2014, CCU filed a Notice of Intent to Abandon the utility systems pursuant to §367.165, Fla. Stat.; and

**WHEREAS**, on December 17, 2014, the Circuit Court of the Tenth Judicial Circuit in and for Highlands County, Florida, in Case Number GC 14-611 (hereinafter the "Receivership Action"), appointed CITY as Receiver of CCU's utility systems and approved an agreement for the sale of CCU's utility systems to CITY (hereinafter the "Sale Agreement"); and

**WHEREAS**, pursuant to the terms of the Sale Agreement, CITY is to pay certain mortgage liens on property owned by CCU, which include the HARRIS Mortgage; and

**WHEREAS**, the outstanding balance of \$41,490.62 owed by CCU to FPSC under the Settlement Agreement for the years 2011, 2012, and 2013, along with \$10,802.80 in RAFs for the time CCU's utility systems were operated in 2014, were not addressed within the Sale Agreement; and

**WHEREAS**, FPSC has filed a Motion for Intervention in the Receivership Action to insure receipt of notice of all matters pertaining to the sale, ensure compliance with Order No. PSC-14-0225-AS-WS, and secure the statutory financial obligation owed by CCU to the FPSC; and

**WHEREAS**, FOPC has filed a Motion for Intervention in the Receivership Action to insure the customers of CCU are not double charged for the RAF owed by CCU under the Settlement Agreement, and to insure that, if the CITY consummates its purchase of CCU, the current customers of CCU shall not bear any additional costs to interconnect to the City Systems, and will only be required to pay the same rates and charges being collected from the City's current customers located outside the City limits, as those rates and charges may change from time to time in accordance with Florida law ; and

**WHEREAS**, CCU and HARRIS desire to assure FOPC that CCU customers will not be double charged for the RAF and insure payment of the outstanding RAFs owed by CCU to FPSC by executing a revised agreement for the Sale and Purchase of Water and Sewer Systems (the "Revised Sale Agreement") and having the City of Sebring, as Receiver for the Country Club Utilities, Inc. Water and Wastewater Systems, give FPSC a Note in the amount of \$52,293.42 (the "FPSC Note") payable upon the successful closing of the Revised Sale Agreement or June 1, 2016, whichever occurs first, and a mortgage securing the Note (the "FPSC Mortgage") and commensurately reducing the balance of the note secured by the Harris Mortgage by the same \$52,293.42, leaving a balance due of \$149,854.88 on the note owed by CCU to HARRIS; and

**WHEREAS**, FPSC has agreed to accept payment of said \$52,293.42 from the proceeds of the closing of the Revised Sale Agreement as full satisfaction of the amounts owed under the Settlement Agreement, inclusive of 2014 RAF's, and further inclusive of all costs, attorney's fees, and penalties, and FPSC certifies that no further amounts are due and owing; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein, CCU, HARRIS, CITY, FPSC, and FOPC agree as follows:

1. The above recitals are true and correct.
2. HARRIS hereby agrees to voluntarily reduce the amount due HARRIS under the note and HARRIS Mortgage by \$52,293.42 (constituting the balance of \$41,490.62 for the outstanding RAFs, penalties and interest owed by CCU to the FPSC and \$10,802.80 for RAFs owed by CCU for the period it operated during 2014), leaving a balance due HARRIS of \$149,854.88. Upon receipt by HARRIS of the remaining amounts due under the Harris Mortgage from CITY, HARRIS agrees to provide a satisfaction of the mortgage to CITY.
3. CCU and CITY will execute the Revised Agreement for the Sale and Purchase of Water and Sewer Systems in the form attached hereto as Exhibit "A" and will submit the Revised Sale Agreement to the Court for approval.
4. Within ten (10) days of the City's approval of the Revised Sale Agreement, the City will execute the FPSC Note and FPSC Mortgage (attached hereto as composite Exhibit "B") and deliver a copy of same to the FPSC, and HARRIS will execute the Subrogation of Mortgage (attached hereto as composite Exhibit "B") to the FPSC and deliver a copy to the FPSC. City

will hold the Note and Mortgage in escrow pending court approval.

5. City will record the FPSC Note and Mortgage, and HARRIS will record the Subrogation of Mortgage, within seven (7) days of court approval of the Revised Sale Agreement and issuance of the Amended Order Appointing Receiver and Authorizing Sale.

6. FPSC shall withdraw its Motion to Intervene and Petition for Enforcement of Agency Action, Declaratory Judgment and Relief from Judgment filed in the Receivership Action within ten (10) days of court approval of the Revised Sale Agreement, issuance of the Amended Order Appointing Receiver and Authorizing Sale, and receipt of the recorded FPSC Note and Mortgage and recorded HARRIS Subrogation of Mortgage.

7. FOPC shall withdraw its Motion to Intervene filed in the Receivership Action within ten (10) days of court approval of the Revised Sale Agreement, issuance of the Amended Agreed Order Appointing Receiver and Authorizing Sale, and receipt of copies of the recorded FPSC Note and Mortgage and recorded HARRIS Subrogation of Mortgage.

8. CITY agrees to keep FPSC and FOPC fully informed of all filings in the Receivership Action. CCU, HARRIS, and CITY agree to provide FPSC and FOPC Notice as required by the Amended Agreed Order Appointing Receiver and Authorizing Sale.

9. CITY hereby agrees, upon closing of the transaction under the Revised Sale Agreement, to disburse \$52,293.42 directly to FPSC as full payment of the amounts due pursuant to this Agreement and the FPSC Note and Mortgage. Upon receipt by FPSC of the \$52,293.42 from CITY, FPSC agrees to provide a satisfaction of the mortgage to CITY.

10. All Parties to this Agreement hereby stipulate to the entry of the Amended Agreed Order Appointing Receiver and Authorizing Sale pursuant to the Revised Agreement for the Sale and Purchase of Water and Sewer Systems.



~~me~~ IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5<sup>th</sup> day of April, 2015.

**COUNTRY CLUB UTILITIES, INC.**



By: City of Sebring, as Receiver  
By: ~~John Griffin~~, City Council President

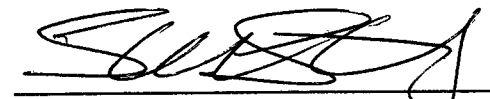
Scott Stanley  
Kathy Haley  
Attest: Kathy Haley, City Clerk

**HARRIS**

R. Greg Harris  
R. Greg Harris, Individually

Janet B. Harris  
Janet B. Harris, Individually

**CITY OF SEBRING**

  
~~John Griffin~~, City Council President  
Scott Stanley

Kathy Haley  
Attest: Kathy Haley, City Clerk

**FLORIDA PUBLIC SERVICE COMMISSION**

\_\_\_\_\_  
By: Charles J. Beck, General Counsel

**FLORIDA OFFICE OF PUBLIC COUNSEL**

\_\_\_\_\_  
By: J. R. Kelly, Public Counsel

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27<sup>th</sup> day of April, 2015.

**COUNTRY CLUB UTILITIES, INC.**

\_\_\_\_\_  
By: City of Sebring, as Receiver  
By: John Griffin, City Council President

\_\_\_\_\_  
Attest: Kathy Haley, City Clerk

**HARRIS**

\_\_\_\_\_  
R. Greg Harris, Individually

\_\_\_\_\_  
Janet B. Harris, Individually

**CITY OF SEBRING**

\_\_\_\_\_  
John Griffin, City Council President

\_\_\_\_\_  
Attest: Kathy Haley, City Clerk

**FLORIDA PUBLIC SERVICE COMMISSION**

Charles J. Beck  
By: Charles J. Beck, General Counsel

**FLORIDA OFFICE OF PUBLIC COUNSEL**

\_\_\_\_\_  
By: J. R. Kelly, Public Counsel

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28<sup>th</sup> day of April, 2015.

**COUNTRY CLUB UTILITIES, INC.**

\_\_\_\_\_  
By: City of Sebring, as Receiver  
By: John Griffin, City Council President

\_\_\_\_\_  
Attest: Kathy Haley, City Clerk

**HARRIS**

\_\_\_\_\_  
R. Greg Harris, Individually

\_\_\_\_\_  
Janet B. Harris, Individually

**CITY OF SEBRING**

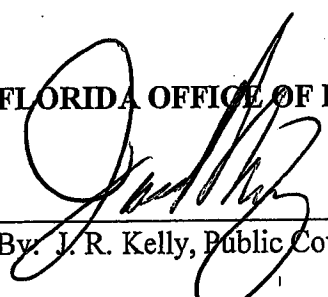
\_\_\_\_\_  
John Griffin, City Council President

\_\_\_\_\_  
Attest: Kathy Haley, City Clerk

**FLORIDA PUBLIC SERVICE COMMISSION**

\_\_\_\_\_  
By: Charles J. Beck, General Counsel

**FLORIDA OFFICE OF PUBLIC COUNSEL**

  
\_\_\_\_\_  
By: J. R. Kelly, Public Counsel

Docket Nos. 140031-WS and 140208-WS  
Country Club Utilities, Inc.  
May 14, 2015

**ATTACHMENT 3**

**MORTGAGE  
PROMISSORY NOTE  
SUBORDINATION OF MORTGAGE**

**Recorded: May 11, 2015**

**Highlands County Official Records  
Book: 2476, Page: 652-57  
Sebring, FL**

JB  
44.00  
183.05  
104.59

Prepared by and return to:

Robert S. Swaine  
Attorney at Law  
Swaine & Harris, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702  
863-385-1549  
File Number: 0571-119



[Space Above This Line For Recording Data]

## MORTGAGE

**This Indenture**, Made this 27 day of April, 2015 and between the City of Sebring, a Florida municipal corporation, solely in its capacity as Receiver for Country Club Utilities, Inc., and not on behalf of the City of Sebring, itself, whose address is 368 South Commerce Avenue, Sebring, FL 33870, hereinafter called the Mortgagor, and the Florida Public Service Commission, whose address is 2540 Shumard Oak Blvd., Tallahassee, FL 32399-0850, hereinafter called the Mortgagee:

**Witnesseth**, that the said Mortgagor, as security for the payment of the sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant to the said Mortgagee, its successors and assigns, a mortgage lien on the following described land, situate, lying and being in Highlands County, Florida, to-wit:

See Exhibit "A" attached hereto

**Provided always**, that if said Mortgagor, its successors or assigns, shall pay unto the said Mortgagee, its successors or assigns, that certain promissory note, of which a true and correct copy is attached, then this mortgage and the estate hereby created shall cease and be null and void.

This mortgage is superior to the mortgage held by R. Greg Harris and Janet B. Harris, recorded in O.R. Book 2449, Page 1080, as recognized and acknowledged in the Subordination of Mortgage, recorded in the Official Record Book of the Public Records of Highlands County, Florida.

**Together** with all easements connected therewith, improvements now or hereafter made thereon, fixtures attached thereto, any furniture or furnishings located thereon on therein, and any reversions, remainders, rents, issues, and profits thereof as security for the payment of the promissory note, a copy of which is attached.

**AND** Mortgagor hereby covenants and agrees:

1. That Mortgagor is in actual possession and control of said real property, having been duly appointed Receiver of said property by the Circuit Court of Highlands County, with full power and lawful right to mortgage the same.
2. To pay the principal payable by virtue of said Promissory Note and this Mortgage, or either, promptly on the days respectively the same severally come due, from the revenues or proceeds of the sale of Country Club Utilities, Inc. Water and Wastewater Systems (the "Systems"), or any portion thereof.

3. The principal sum secured hereby shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this Mortgage remains a lien thereon, at the option of Mortgagee, its successors, legal representatives, or assigns. The parties intend that the Promissory Note will be paid from the proceeds of the sale of said real property described in Exhibit "A" attached hereto, upon the successful closing of the sales contract between the City of Sebring and Country Club Utilities, Inc.
4. To pay all taxes, assessments, levies, liabilities, obligations and encumbrances of every description now on or which may hereafter accrue on said property, this Mortgage and the debt secured hereby, or any of these, when due.
5. To keep the improvements now or hereafter on said property insured against loss by fire or other hazards included in the terms "extended coverage" and "other perils" in the amount secured by this Mortgage by an licensed and bonded insurer.
6. Subject to the availability of adequate funds generated by the revenues of the Systems, to permit, commit, or suffer no waste, impairment or deterioration of said property or any part thereof.
7. That if said property, or any part thereof, is taken by eminent domain, Mortgagee shall have the right to receive and apply all money paid for such taking to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right under this Mortgage. If the remaining part of said property is inadequate security for the unpaid balance of said debt, Mortgagee may accelerate payment thereof immediately.
8. If foreclosure proceedings under any mortgage or lien, whether held by Mortgagee or another, affecting said property are instituted, this shall constitute a default under this Mortgage.
9. That Mortgagee may forbear to enforce defaults under this Mortgage and said Promissory Note, or either, or may extend the time for payment of any money secured hereby, or may take other or additional security and may deal directly with any owner or other party legally authorized to possess or control said property in all respects pertaining to this Mortgage and said Promissory Note, or either, without notice to or the consent of any person liable under this Mortgage and said Promissory Note, or either, and without discharging or affecting the liability of any person liable under this Mortgage and said Promissory Note, or either.
10. That the rents, profits, income, issues and revenues of said property (including any personal property located thereon or therein) are assigned and pledged as further security for the payment of the debt secured hereby with the right, but no duty, on the part of Mortgagee to demand and receive and apply them on said debt at any time after a default hereunder. If suit is instituted to foreclose or reform this Mortgage or to determine the validity or priority thereof, Mortgagee shall be entitled to appointment of a successor receiver pendent lite without notice for said property and of all rents, income, profits, issues and revenue thereof. It is covenanted and agreed that the court shall forthwith appoint a successor receiver of said property and of such rents, income, profits, issues and revenues. Such appointment shall be made as a matter of strict right to Mortgagee without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of Mortgagor.
11. Time is of the essence of this Mortgage. No waiver of, or failure to enforce any default or obligation under this Mortgage and said Note, or either, shall constitute a waiver of any subsequent default or of the terms of either instrument. If there is any conflict between the terms of this Mortgage and said Promissory Note, the terms of this Mortgage shall prevail.
12. This Mortgage and said Promissory Note secured shall be construed and enforced according to the laws of the State of Florida.
13. All obligations of Mortgagor are payable solely out of the sales proceeds from and the revenues of the Systems.

14. This Mortgage is for the benefit of the Systems and is executed by the City of Sebring solely in its capacity as Receiver for the Systems and not as an obligation of the City of Sebring. Mortgagee acknowledges that the City of Sebring may abandon the Systems and have no further obligation hereunder, though the lien of this Mortgage shall remain on the real property regardless of any such abandonment.

Executed in Highlands County, Florida on the date written above.

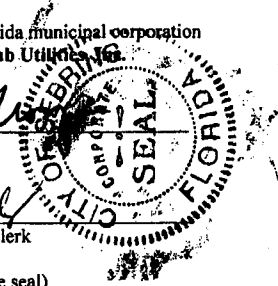
Signed, sealed and delivered in the presence of:

Two Witnesses as to City:  
(Printed Name) John Hoffma  
(Printed Name) SCOTT NORTHWICH

CITY OF SEBRING, a Florida municipal corporation  
as Receiver for Country Club Utilities, Inc.

By: John Shoop  
John Shoop, Mayor

Attest: Kathy Haley  
Kathy Haley, City Clerk



(corporate seal)

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 27 day of April, 2015, by John Shoop and Kathy Haley, as Mayor and Clerk, respectively, of CITY OF SEBRING, a Florida municipal corporation, who are personally known to me.

Jessica Oliveros

Notary Public, State of Florida  
My commission expires:  
(affix notarial seal)



## Exhibit "A"

## Parcel 1 - Water Plant

A PORTION OF THE NORTH 3/4 OF SECTION 9, TOWNSHIP 35 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 3/4 OF THE SAID SECTION 9; THENCE NORTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 25.00 FEET TO A POINT; THENCE NORTH 89°05'17" WEST, A DISTANCE OF 50.00 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD #635; THENCE NORTH 00°00'00" EAST, AND ALONG SAID RIGHT OF WAY LINE, 1805.53 FEET; THENCE NORTH 80°00'00" WEST, 1322.12 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 51°26'09" WEST, A DISTANCE OF 84.80 FEET; THENCE NORTH 42°18'05" WEST, A DISTANCE OF 134.51 FEET; THENCE SOUTH 85°27'58" WEST, A DISTANCE OF 120.00 FEET; THENCE NORTH 04°32'02" WEST, A DISTANCE OF 106.24 FEET; THENCE NORTH 35°15'05" WEST, A DISTANCE OF 232.65 FEET; THENCE NORTH 59°10'13" EAST, A DISTANCE OF 51.57 FEET; THENCE SOUTH 89°13'56" EAST, A DISTANCE OF 606.00 FEET; THENCE SOUTH 33°00'00" EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 57°00'00" WEST, A DISTANCE OF 286.35 FEET TO THE POINT OF BEGINNING.

## Parcel 2 - Sewage Treatment Plant

BEGIN at the Northeast Corner of Lot 87, of FIRST REPLAT OF PRAIRIE OAKS PHASE 1, as per plat recorded in Plat Book 15, Page 56, of the Public Records of Highlands County, Florida; thence South 48 degrees 30 minutes 22 seconds West a distance of 251.76 feet; thence North 85 degrees 38 minutes 24 seconds West a distance of 375.02 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 482.34 feet; thence South 55 degrees 03 minutes 02 seconds East a distance of 90.19 feet; thence North 40 degrees 34 minutes 05 seconds East a distance of 215.63 feet; thence South 85 degrees 37 minutes 40 seconds East a distance of 44.66 feet; thence South 35 degrees 03 minutes 02 seconds East a distance of 141.33 feet; thence South 21 degrees 01 minute 50 seconds East a distance of 325.90 feet; thence South 41 degrees 29 minutes 38 seconds East a distance of 125.94 feet to a point on a non tangent curve to the left having a radius of 290.00 feet, a central angle of 01 degree 03 minutes 30 seconds and a chord bearing of South 81 degrees 53 minutes 00 seconds West 15.42 feet; thence Southwesterly along the arc a distance of 15.42 feet; thence North 41 degrees 29 minutes 38 seconds West a distance of 124.90 feet to the POINT OF BEGINNING. Containing 265,863.11 square feet or 6.1034 acres, more or less.

## Parcel 3 - Additional Parcel - Sewage Treatment Plant

A Portion of Section 9, Township 35 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: COMMENCE at the Northeast corner of Lot 87, FIRST REPLAT OF PRAIRIE OAKS PHASE 1, as per Plat recorded in Plat Book 15, Page 56, of the Public Records of Highlands County, Florida; thence South 48 degrees 30 minutes 22 seconds West a distance of 251.76 feet; thence North 85 degrees 38 minutes 24 seconds West a distance of 375.02 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 482.34 feet to the POINT OF BEGINNING; thence continue North 00 degrees 00 minutes 00 seconds East a distance of 81.11 feet; thence South 98 degrees 00 minutes 00 seconds East a distance of 198.69 feet; thence South 40 degrees 54 minutes 05 seconds West a distance of 178.32 feet; thence North 55 degrees 02 minutes 53 seconds West, a distance of 90.19 feet to the POINT OF BEGINNING.



PROMISSORY NOTE

COPY

\$52,293.42

April 27, 2015  
Sebring, Highlands County, Florida

In recognition of the statutory debt owed by Country Club Utilities, Inc. to the Florida Public Service Commission pursuant to FPSC Order No. PSC-14-0225-AS-WS, the undersigned promises to pay solely from the revenues or sales proceeds of the Country Club Utilities, Inc. Water and Wastewater Systems (the "Systems") to the order of **FLORIDA PUBLIC SERVICE COMMISSION** at 2540 Shumard Oak Blvd., Tallahassee, FL 32399-0850, or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of **Fifty Two Thousand Two Hundred Ninety Three Dollars and Forty-Two Cents (\$52,293.42)** without interest. The said principal shall be payable in lawful money of the United States of America, on June 1, 2016, or upon the successful closing of the sale of the Country Club Utilities, Inc. Systems or any portion thereof, whichever is earlier.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

This note is secured by a mortgage on real estate, of even date herewith, the terms of which are incorporated herein by reference, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

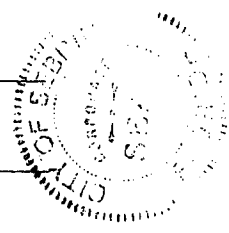
By accepting receipt of this Promissory Note and the Mortgage of even date herewith, Payee recognizes that this debt is for the benefit of the Systems, and is executed by the City of Sebring solely in its capacity as Receiver for the Systems and not as an obligation of the City of Sebring. Payee further acknowledges that the City of Sebring may abandon the Systems and have no further obligation hereunder.

Maker waives demand, presentment for payment, protest, and notice of nonpayment and dishonor.

CITY OF SEBRING, a Florida municipal corporation, solely in its capacity as Receiver of the Country Club Utilities, Inc. Water and Wastewater Systems, and not on behalf of the City of Sebring, itself


By: *John Shoop*  
John Shoop, Mayor

Attest: *Kathy Haley*  
Kathy Haley, City Clerk



(corporate seal)

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

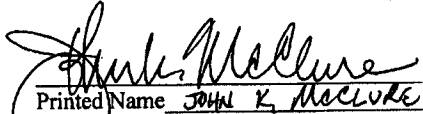
JB  
10.00  


Prepared by:  
Robert S. Swaine  
Swaine & Harris, P.A.  
425 South Commerce Avenue  
Sebring, FL 33870-3702

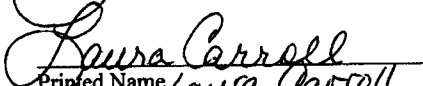
**SUBORDINATION OF MORTGAGE**

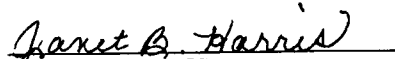
**R. GREG HARRIS and JANET B. HARRIS**, the owners and holders of the Real Estate Mortgage executed by **COUNTRY CLUB UTILITIES, INC.** dated October 20, 2014, filed for record on October 22, 2014, recorded in O.R. Book 2449, Page 1080 of the Public Records of Highlands County, Florida, hereby subordinate the lien of their Mortgage to the Mortgage granted by the **CITY OF SEBRING AS RECEIVER FOR COUNTRY CLUB UTILITIES, INC.** to **FLORIDA PUBLIC SERVICE COMMISSION** recorded in O.R. Book 2476, Page 652, of the Public Record of Highlands County, Florida.

DATED this 13 day of April, 2015.

  
Printed Name JOHN K. McCLURE


  
R. GREG HARRIS

  
Printed Name Laura Carroll  
Two Witnesses

  
JANET B. HARRIS

**STATE OF FLORIDA  
COUNTY OF HIGHLANDS**

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **R. GREG HARRIS and JANET B. HARRIS**, to me known or who produced Dr. Drivers License as identification and who acknowledged before me that they executed the same this 13 day of April, 2015.

  
Notary Public, State of Florida  
My Commission expires:  
Commission No.:  
(affix notarial seal)



Docket Nos. 140031-WS and 140208-WS  
Country Club Utilities, Inc.  
May 14, 2015

**ATTACHMENT 4**

**FPSC NOTICE OF WITHDRAWAL  
OF INTERVENTION AND VOLUNTARY  
DISMISSAL OF PETITION**

**Filed: May 13, 2015**

**Case No.: GC 14-611  
Highlands County v. Country Club Utilities, Inc.  
10<sup>TH</sup> Judicial Circuit Court  
Highlands County**

IN THE TENTH JUDICIAL CIRCUIT COURT  
IN AND FOR HIGHLANDS COUNTY, FLORIDA

HIGHLANDS COUNTY, a political subdivision

Plaintiff,

CASE NO.: GC 14-611

v.

COUNTRY CLUB UTILITIES, INC.,  
a Florida Corporation,

Defendant.

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**FLORIDA PUBLIC SERVICE COMMISSION'S**  
**NOTICE OF WITHDRAWAL OF INTERVENTION**  
**AND VOLUNTARY DISMISSAL OF PETITION**

NOW INTO COURT, by and through undersigned counsel, and pursuant to the Florida Rules of Civil Procedure, comes the FLORIDA PUBLIC SERVICE COMMISSION ("Commission"), who hereby withdraws its Motion for Intervention and voluntarily dismisses its Petition for Enforcement of Agency Action, Declaratory Judgment and Relief From Judgment, on the grounds that the parties have reached a mutually agreeable resolution of the Commission's claims in this matter.

Respectfully submitted, this 13<sup>TH</sup> day of May, 2015.

/s/ Kelley F. Corbari

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Kelley F. Corbari  
Fla. Bar No. 103692  
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Email: [CBeck@psc.state.fl.us](mailto:CBeck@psc.state.fl.us)  
[KCorbari@psc.state.fl.us](mailto:KCorbari@psc.state.fl.us)  
[ATeitzma@psc.state.fl.us](mailto:ATeitzma@psc.state.fl.us)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing FLORIDA PUBLIC SERVICE COMMISSION'S NOTICE OF WITHDRAWAL OF INTERVENTION AND VOLUNTARY DISMISSAL OF PETITION has been served by electronic mail to the following, on this 13<sup>TH</sup> day of May, 2015:

**Plaintiff, Highlands County:**

Mr. J. Ross Macbeth, Esq.  
2543 US 27 South  
Sebring, FL 33870  
[ross@macbethlaw.com](mailto:ross@macbethlaw.com)

**Defendant, Country Club Utilities, Inc.**

Mr. John K. McClure, Esq.  
211 S. Ridgewood Drive  
Sebring, FL 33870  
[johnmc@mllaw.net](mailto:johnmc@mllaw.net)

**Receiver, City of Sebring:**

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SWAINE & HARRIS, PA  
425 South Commerce Avenue  
Sebring, FL 33870  
[bob@heartlandlaw.com](mailto:bob@heartlandlaw.com)

**Intervenor, Office of Public Counsel**

Mr. J.R. Kelly, Public Counsel  
Mr. Erik L. Sayler, Esq.  
Mr. Stephen C. Reilly, Esq.  
OFFICE OF PUBLIC COUNSEL  
c/o The Florida Legislature  
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[Kelly.JR@leg.state.fl.us](mailto:Kelly.JR@leg.state.fl.us)  
[Sayler.Erik@leg.state.fl.us](mailto:Sayler.Erik@leg.state.fl.us)  
[Reilly.Steve@leg.state.fl.us](mailto:Reilly.Steve@leg.state.fl.us)

/s/ Kelley F. Corbari

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[ATeitzma@psc.state.fl.us](mailto:ATeitzma@psc.state.fl.us)