



Park Water Company
25 1st Avenue North
Lake Wales, FL 33853

September 11, 2000

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.

Initials of person who forwarded check:

[Handwritten initials]

Re: Application for transfer of majority organizational control

001388-WM

Director

I am submitting my application for majority control as of September 11, 2000. All notices to customers and governmental agencies have been mailed. I have enclosed the filing fee check for \$1,500 pursuant to Rule 25-30.020 Florida Administrative Code. I have completed the application and all exhibits barring two. I will late file the Affidavit, which states that the newspaper has published the legal notice. I will also late file the revised tariff sheets, so that I may include the Public Service Commission's newly approved rates for Park Water Company.

If you have any additional questions please contact me at (863) 638-1285

Sincerely,

Anthony Staiano

Anthony Staiano
President, Park Water Company

DOCUMENT NUMBER-DATE

Phone: (863) 638-1285

11391 SEP 13 8 Fax: (863) 638-7441

FPSC-RECORDS/REPORTING



Park Water Company
 25 1st Avenue North
 Lake Wales, FL 33853

September 11, 2000

Director, Division of Records and Reporting
 Florida Public Service Commission
 2540 Shumard Oak Boulevard
 Tallahassee, Florida 32399-0850

DEPOSIT	DATE
D 8 6 4 0	SEP 12 2000

Re: Application for transfer of majority organizational control

Director

001388-WU

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If you have any additional questions please contact me at (863) 638-1285

Sincerely,

Anthony Staiano

Anthony Staiano
 President, Park Water Company

MAIL ROOM
 00 SEP 13 AM 11:06
 RECEIVED
 DIVISION OF RECORDS AND REPORTING
 SEP 13 2000

Phone: (863) 638-1285

Fax: (863) 638-7441

**Information Package to Comply with Rule 25.30.037(3), Florida Administrative Code
FOR TRANSFER OF MAJORITY ORGANIZATIONAL CONTROL
(Pursuant to Section 367.071, Florida Statutes)**

TO: **Director, Division of Records and Reporting**
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the transfer of the majority organizational control of Park Water Company, Inc. utility operating under Water Certificate No. 583 and/or Wastewater Certificate No. N/A located in Polk County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Park Water Company, Inc.
Name of utility

(941) 638-1285

Phone No.

(941) 638-7441

Fax No.

25 First Avenue, North
Office street address

Lake Wales

City

FL

State

33853

Zip Code

Mailing address if different from street address

Internet address if applicable

DOCUMENT NUMBER-DATE

11391 SEP 13 8

FPSC-RECORDS/REPORTING

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

Anthony Staiano (941) 638-1285
Name Phone No.

25 First Avenue North
Street address

Lake Wales FL 33853
City State Zip Code

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

Park Water Company, Inc.
Name of utility

(941) 638-1285 (941) 638-7441
Phone No. Fax No.

25 First Avenue North
Office street address

Lake Wales FL 33853
City State Zip Code

Mailing address if different from street address

Internet address if applicable

D) The name(s) and address(es) of all of the buyer's corporate officers, directors, partners and any other person(s) who will own an interest in the utility.

N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit 1 - A statement by the buyer indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.
- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

N/A

- C) Exhibit 2 - A copy of the purchase agreement.
- D) Exhibit 3 - A statement of how the buyer is financing the purchase.
- E) Exhibit 4 - A list of all entities, including affiliate which have provided or will provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.
- F) Exhibit 5 - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

If the system is in need of repair or improvement, has any outstanding Notice of Violation(s) of any standard(s) set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violations, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost.

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit 6 - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:
- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;

- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district. Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit 7 - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit 8 - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$ 1,500 (for water) \$ 0 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**

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

PART V OTHER

- A) Exhibit 9 - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit 10 - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**
- C) Exhibit 11 - The utility's current certificate(s). *If not available, an explanation of the steps taken to obtain the certificate(s).*

PART VI AFFIDAVIT

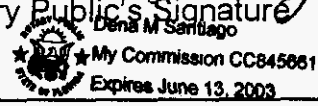
I Anthony Staiano (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: Anthony Staiano
Applicant's Signature

Anthony Staiano
Applicant's Name (Typed)

President
Applicant's Title *

Subscribed and sworn to before me this 7th day of the month of September
in the year of 2000 by Anthony Staiano who is
personally known to me _____ or produced the following identification
Driver License Florida
5350-010-75-411-0
Type of Identification Produced

Dena M Santiago
Notary Public's Signature

Print, Type or Stamp Commissioned
Name of Notary Public

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

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

PART V OTHER

- A) Exhibit 9 - Evidence that the utility owns the land where the utility treatment facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit 10 - The original and two copies of revised tariff sheet(s) reflecting the change in ownership. **Sample tariff sheets are attached.**
- C) Exhibit 11 - The utility's current certificate(s). If not available, an explanation of the steps taken to obtain the certificate(s).

Exhibit 1

I, Anthony Staiano believe that it is in the public interest to transfer majority control of Park Water Company, Inc. I have worked as the President of Park Water Company, Inc. for the last two years, and as the Vice President the prior year. I know the inner workings of the Park Water Company. I know where the water mains are located as well as all the customer meters. I have attended the 1999 FRWA conference as well as the 1999 PSC Class C Workshop. I have passed the Small Water System Operation and Maintenance course offer by California State University, Sacramento. I have my Class C Florida Water Operators License.

I currently reside in Lake Wales, only 10 minutes from the Park Water Company service area. I have purchased a home and 2 vehicles. I am willing and able to invest my time and financial resources to Park Water Company. I will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

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

Exhibit 2

AGREEMENT FOR THE SALE OF STOCK

THIS AGREEMENT is made the 1st day of January, 1999, between LOUIS STAIANO, hereinafter referred to as "Seller," whose address is 525 Clubhouse Road, Lake Wales, Florida 33853, and ANTHONY JAMES STAIANO, hereinafter referred to as "Buyer," whose address is _____.

RECITALS

WHEREAS, Buyer is desirous of purchasing and Seller is desirous of selling, all of the Seller's shares of stock that Seller owns in the Florida corporation known as PARK WATER COMPANY (the "Corporation"), consisting of Certificate No. 16 for 60 shares of Common Stock without a par value.

NOW, THEREFORE, in consideration of the mutual promises hereunder contained and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. (a) PURCHASE PRICE. The Seller shall sell and the Buyer shall purchase Certificate No. 16 for 60 Common Shares of the Corporation. The total amount of the consideration for the above is as follows:

(b) THE TOTAL PRICE IS: \$150,000.00

2. DELIVERY OF SHARES. At closing, the Seller will deliver to the Buyer a duly endorsed certificate for all the shares to be sold to the Buyer as set forth above.

3. CLOSING. The Closing of this transaction shall take place at the law offices of Bradley Johnson Law Firm, P.A., located at 225 E. Park Avenue, Lake Wales, Florida 33853 on or before July 1, 1999.

4. REPRESENTATIONS AND WARRANTIES. The Seller and the Corporation, jointly and severally, represent and warrant as follows:

(a) Seller is the owner of and has good and marketable title to all of the shares being sold to Buyer hereunder, free and clear of all liens and encumbrances, except as hereinafter set forth, now and at time of closing, and is with full authority to sell the shares as set forth in paragraph 1 above and that the shares being sold to Buyer represent all of the Corporation's authorized, issued and outstanding shares of stock, as well as any and all other instruments relative to the Corporation's capital structure, including, but not limited to, warrants and options.

(b) The Corporation owns and holds all licenses necessary to carry out the business which the Corporation is engaged in, which licenses have never been suspended or revoked, nor will they be at closing.

(c) There are no federal, state or local, or other taxes, the payment of which is past due and therefore which could, constitute or give rise to any lien upon the assets or business which the Corporation is engaged in, impose any liability upon Buyer or the assets of the Corporation, or the Corporation's business, and all such taxes due to be paid before or after the closing shall be timely paid by Seller.

(d) Neither the Corporation nor the Seller have entered into contracts to sell, encumber or mortgage the Corporation's business, assets or any portion thereof, except as otherwise described in this Agreement.

(e) There are no judgments, liens, actions or proceedings pending against the Seller or the Corporation in any court or before any administrative agency which would affect or adversely impact upon the operations of the Corporation's business.

(f) At the time of contract and at time of closing, there are and will be no employment contracts with the Corporation other than those terminable at will.

(g) Seller and the Corporation have not dealt with any brokers of any kind with respect to the sale of the shares.

(h) Seller and the Corporation know of no proposed governmental regulations which would adversely affect the manner in which the Corporation's business is currently operated or the value thereof.

(i) Seller represents and warrants that from the date of Contract through the date of closing, he will, except as is provided for herein, operate the Corporation's business in the same manner, course and conduct, as have to the date of this Contract.

(j) Seller represents and warrants that, to the best of his knowledge, there are no material adverse financial circumstances which presently affect the Corporation's business nor is he aware of any such circumstances as would adversely affect said businesses before the date of closing.

5. COVENANTS OF SELLER. Seller covenants with Buyer as follows:

(a) Seller shall deliver at closing Certificate No. 16, representing all of the Seller's shares in the Corporation, free of all liens and encumbrances, except those as specifically assumed herein.

(b) The Corporation's business shall be operated by the Seller up to the date of the closing in the same manner, course and conduct as the Seller has operated the business to the date

of this contract and the business shall be operated in accordance with all laws, rules, regulations of local, state and federal governments and agencies having jurisdiction over the businesses.

(c) All of the Corporation's social security, withholding, sales and unemployment and personal property tax returns to the city, county, state and federal governments which are due before the date of closing have been or will be duly prepared and timely filed and all taxes due to the date of closing have been or will be paid up to the date of the closing, and Seller will provide an affidavit at closing that all such taxes have been paid to date of closing.

(d) There are no judgments or liens presently outstanding which affect the stock to be conveyed hereby or the business assets of the Corporation and the Seller is not aware of any circumstance or litigation that would give rise to such judgment or lien between the date hereof and the closing against the Seller or the Corporation.

(e) Up to the time of the closing the Seller will operate the Corporation's business in the regular course and will not violate the terms of any lease or other contract, written, verbal or otherwise, connected with the Corporation's businesses.

(f) All of the Corporation's equipment which shall remain as assets of the Corporation, are listed on the attached Exhibit "A," and shall be in working order as of the date of closing. The Buyer shall have the right to inspect the Corporation's equipment at any time before the closing of this transaction so as to be assured that the equipment is in good working order as of the closing of the transaction.

(g) Buyer shall have the right to enter the Corporation's business premises during normal business hours to observe the daily operations, and for a period of twenty-one (21) calendar days from the date of contract to review any and all of the Corporation's business books and records.

Seller agrees that Buyer may, by written notice and in his absolute discretion, after the inspection of the books, records and equipment of the Corporation, terminate this contract. The Buyer acknowledges by his execution of this Agreement, that all copies, computer printouts and discs and any and all other information and analysis gathered from or made from the business books and records shall, should the transaction not close, be delivered to Seller and no copies of same shall be retained by Buyer.

(h) Seller agrees that the Corporation shall make and file the proper returns for all federal taxes, state taxes, sales tax, use tax, and personal property taxes for the Corporation's businesses which are due to be filed before the date of closing, and to cause the Corporation to pay all taxes found to be due thereon, and to hold Buyer harmless from the imposition of any such tax, including interest and penalties, as may be applicable to the period of time prior to the date of closing.

(i) Seller will not, on behalf of the Corporation, increase the compensation of any of the Corporation's employees, except with the Buyer's prior written consent.

(j) Seller will not, on behalf of the Corporation, enter into any new contracts or agreements except for purchases of merchandise needed in the regular course of business.

6. **WARRANTIES AND REPRESENTATIONS OF BUYER.** Buyer represents and warrants that:

(a) The Buyer has the legal power and right to enter into and perform this Contract, and will not result in a breach or termination of any term or provision of, or constitute a default under any contract, mortgage, or other instrument to which the Buyer is a party, or by which Buyer is bound.

(b) The Buyer has not entered into any agreement with any broker regarding the purchase of the shares.

7. COVENANTS OF BUYER. Buyer covenants with Seller as follows:

This Agreement is contingent upon Buyer's approval of the Corporation's books and records. Seller and the Corporation shall, during normal business hours, provide Buyer or his representative(s) with reasonable access to the Corporation's business premises to review the daily business operations and to review whatever books and records may exist of the Corporation upon execution of this Agreement. The review will be bifurcated with the first part of same consisting of a review of the Corporation's financial books and records; thereafter, followed by a review of all other books and records. Buyer shall have twenty-one (21) calendar days from date of full execution of this Agreement to review the Corporation's daily business operations and its books and records to Buyer's satisfaction. In the event Buyer objects, Buyer shall deliver written notice of objection to Seller within twenty-one (21) calendar days from date of full execution hereof. Failure to object within the time period prescribed herein shall be conclusively deemed to be an acceptance of the Seller's books and records, and this contingency shall be waived. In the event Buyer objects, this Agreement shall be canceled and no Party shall have a claim against the other. In addition to the covenants of paragraph 6 (g) above, which are affirmed as if set forth herein, the Buyer acknowledges that he will have been granted access to the Seller's trade secrets as defined below in paragraph 13, and covenants and agrees that he shall not, if this transaction does not close, at any time, directly or indirectly, divulge, disclose or use for any purpose whatsoever, the trade secrets and information to which he is granted access. Notwithstanding the foregoing, information shall not be a trade secret

or confidential information if same could be obtained from a third party without violation of a non-disclosure agreement by said third party or if same is already within the individual Buyer's knowledge.

8. CLOSING PROCEDURE. Upon closing, the following shall take place:

(a) Seller shall, at closing, transfer sixty (60) shares of Common Stock in the Corporation owned by Seller to the Buyer.

(b) Seller shall deliver to Corporation his resignation as an officer, director and employee of the Corporation.

(c) Buyer shall, at closing, deliver Twenty-five thousand (\$25,000.00) Dollars at Closing in cash, bank check or certified funds, and a promissory note in the amount of \$125,000.00 at six (6%) percent interest per annum. Said note shall call for annual payments of \$25,000.00 plus all accrued interest until the note is paid in full. The shares being purchased hereunder shall be delivered to Seller pursuant to a Collateral Security Agreement in substantially the form attached hereto.

(d) The Parties shall execute all other documents as might be reasonably required by either Parties' attorneys.

9. INDEMNIFICATION. Each Party agrees to indemnify and hold harmless the other Party from all liabilities, demands, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' fees, sustained or incurred by a Party arising out of a breach of this Agreement.

10. NATURE AND SURVIVAL OF REPRESENTATIONS. All statements contained in any certificate or other instrument delivered by or on behalf of the Seller or Buyer pursuant hereto, or in connection with the transactions described herein, shall be deemed representations and

warranties, respectively, by the Seller and Buyer hereunder. All representations, warranties, and agreements made by the Seller and Buyer in this Agreement shall survive the closing and any investigation at any time made by or on behalf of the Buyer or Seller.

11. **DELIVERY.** This Agreement is being delivered and is intended to be performed in the State of Florida.

12. **MISCELLANEOUS:**

(a) Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing. Notices may be personally delivered to a Party or may be mailed to a Party. Notices are deemed given when received by the Party being noticed. However, if a notice is mailed to a Party by certified mail, return receipt requested, proper postage prepaid, in an envelope addressed to the address of the Party set forth in the first paragraph of this Agreement (or such other address as may be designated by a Party by given notice thereof to all other Parties, then such notice shall be deemed given on the date that it is turned over to the custody of the United States Postal Service.

(b) Further Assurances. All Parties shall execute and deliver such other instruments and do such other acts as may be necessary to carry out the intent and purposes of this Agreement.

(c) Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form or nouns and pronouns shall include the plural and vice versa.

(d) Counterparts. This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one agreement, notwithstanding that all signatories are not signatories to the original or the same counterpart.

(e) Captions. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend or prescribe the scope of this Agreement or the intent of any provision hereof.

(f) Completeness and Modifications. This Agreement constitutes the entire understanding among the Parties concerning the subject matter hereof and it supersedes all prior or contemporaneous agreements or understandings. No waiver or modification of the terms hereof shall be valid unless in writing signed by the Party or Parties to be charged and only to the extent therein set forth. No covenant, representation or conditions not expressed in this Agreement shall offset or be effective to interpret, change or restrict the express provisions of this Agreement.

(g) Severability. The invalidity, in whole or in part, of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word, or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.

(h) Governing Law/Venue/Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in any state court or federal court located in Polk County, Florida, and the Parties hereby expressly consent to the jurisdiction of any such courts and to venue therein.

(i) Construction. Each Part has reviewed this Agreement and the rule of construction that ambiguities are to be resolved against the Party drafting this Agreement shall not apply.


(j) Binding Effect. This Agreement shall be binding upon the heirs, personal representatives, guardians, legal representatives, administrators, assigns and successors of the


stockholders of the Corporation. The stockholders and all of those succeeding to interest under them agree, respectively, to make execute and deliver any documents necessary to carry out this Agreement.


(k) Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing Party shall be entitled to court costs and reasonable attorneys' fees at the trial and at the appellate levels.


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

Witnesses:


D. Andrew Hunt (print or type name)

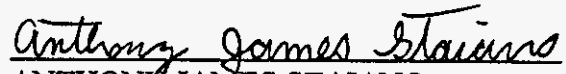

Brenda J. Kavelak (print or type name)


D. Andrew Hunt (print or type name)


Brenda J. Kavelak (print or type name)


LOUIS STAIANO

"Seller"


ANTHONY JAMES STAIANO

"Buyer"

D:\bj\CLIENTS\to-pl\ARKWATER\Agreement For Sale of Stock + 09Feb99

Exhibit 3

Anthony Staiano is purchasing Park Water Company. Anthony Staiano provides all funding for the purchase of the utility. There is currently no debt outstanding in regards to the purchase of the utility. Twenty five thousand was paid by Anthony Staiano upon signing the purchase agreement. The balance of the \$150,000 purchase price has been paid by Anthony Staiano.

Exhibit 4

No funding has been provided. Cash transaction.

Exhibit 5

I, Anthony Staiano have inspected the grounds and equipment owned by Park Water Company. Everything is in above average condition. The plant is neat, clean, and organized. All books and records appear to be in order.

Exhibit 6

Affidavit

I Anthony Staieno do solemnly swear or affirm that notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

1. The governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
2. The privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
3. If any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities in the bordering counties and holding a certificate granted by the Commission;
4. The regional planning council;
5. The Office of Public Counsel;
6. The Public Service Commission's Director of Records and Reporting;
7. The appropriate regional office of the Department of Environmental Protection;
and
8. The appropriate water management district

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
09/01/2000-10/30/2000

UTILITY NAME

MANAGER

POLK COUNTY

ABCA, INC. (SU802)
% FIRST UNION NATIONAL BANK, 7TH FLOOR
1970 CHAIN BRIDGE ROAD
MCLEAN, VA 22102-4099

DOUGLAS A. CARSON
(703) 760-5387

ANGLERS COVE WEST, LTD. (WS817)
P. O. BOX 5252
LAKELAND, FL 33807-5252

RAY MOATS
(941) 647-1581

AQUASOURCE UTILITY, INC. (WS819)
200 CORPORATE CENTER DRIVE, SUITE 300
CORAPOLIS, PA 15108-3186

RICK S. HERSKOVITZ
(412) 393-3000

BIEBER ENTERPRISES, INC. D/B/A BREEZE HILL UTILITIES (WS799)
152 BREEZE HILL
LAKE WALES, FL 33853-7300

PAUL E. BIEBER
(941) 696-1666

CHC VII, LTD. (WS816)
P. O. BOX 5252
LAKELAND, FL 33807-5252

RAY MOATS
(941) 647-1581

CROOKED LAKE PARK SEWERAGE COMPANY (SU785)
227 CALDOOSA LAKE CIRCLE, NORTH
LAKE WALES, FL 33853-8605

KENNETH J. KNOWLTON
(941) 638-3117

CRYSTAL RIVER UTILITIES, INC. (WS772)
% AQUASOURCE UTILITY, INC.
200 CORPORATE CENTER DRIVE, SUITE 300
CORAPOLIS, PA 15108-3186

RICK S. HERSKOVITZ
(412) 393-3000

CYPRESS LAKES UTILITIES, INC. (WS800)
200 WEATHERSFIELD AVENUE
ALTAMONTE SPRINGS, FL 32714-4099

DONALD RASMUSSEN
(407) 869-1919

FLORIDA WATER SERVICES CORPORATION (WS765)
P. O. BOX 609520
ORLANDO, FL 32860-9520

MATTHEW FEIL
(407) 598-4260

FOUR LAKES GOLF CLUB, LTD. (WS815)
P. O. BOX 5252
LAKELAND, FL 33807-5252

RAY MOATS
(941) 647-1581

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
09/01/2000-10/30/2000

UTILITY NAME

MANAGER

POLK COUNTY (continued)

HIDDEN COVE, LTD. (WS814)
P. O. BOX 5252
LAKELAND, FL 33807-5252

RAY MOATS
(941) 647-1581

KEEN SALES, RENTALS AND UTILITIES, INC. (WU771)
685 DYSON ROAD
HAINES CITY, FL 33844-8587

JAMES RAY KEEN
(863) 421-6827

LAKE HAVEN UTILITY ASSOCIATES, LTD, D/B/A LAKE WALES UTILI (WS786)
P. O. BOX 9076
LAKSHORE, FL 33854-9076

DAVID K. PEARCE
(941) 696-1128

MOUNTAIN LAKE CORPORATION (WU791)
P. O. BOX 832
LAKE WALES, FL 33859-0832

ROBERT E. MARTIN
(941) 676-3494

NEW RIVER RANCH, L.C. D/B/A RIVER RANCH (WS797)
P. O. BOX 30030
RIVER RANCH, FL 33867-0030

BOB MARGOLIS
(941) 692-1321

ORCHID SPRINGS DEVELOPMENT CORPORATION (WS789)
710 OVERLOOK DRIVE
WINTER HAVEN, FL 33884-1669

CAROL C. RHINEHART
(863) 324-3698

PARK WATER COMPANY INC. (WU776)
25 FIRST AVENUE, NORTH
LAKE WALES, FL 33853-8761

ANTHONY STAIANO
(863) 638-1285

PINECREST RANCHES, INC. (WU779)
P. O. BOX 2898
WINTER HAVEN, FL 33883-2898

JAMES O. VAUGHN
(941) 293-2577

PLANTATION LANDINGS, LTD. (WS813)
P. O. BOX 5252
LAKELAND, FL 33807-5252

RAY MOATS
(941) 647-1581

POINCIANA UTILITIES INC. (WS194)
4837 SWIFT ROAD, SUITE 100
SARASOTA, FL 34231-5157

LARRY GOOD
(407) 933-5514

S. V. UTILITIES, LTD. (WS812)
P. O. BOX 5252
LAKELAND, FL 33807-5252

RAY MOATS
(941) 647-1581

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
09/01/2000-10/30/2000

UTILITY NAME

MANAGER

POLK COUNTY (continued)

SKYVIEW UTILITIES RECEIVERSHIP (WS794)
DRAWER AT01
P. O. BOX 9005
BARTOW, FL 33831-9005

PALMER C. DAVIS
(863) 534-6482

SPORTS SHINKO UTILITY, INC. D/B/A GRENELEFE UTILITIES (WS770)
3200 STATE ROAD 546
GRENELEFE, FL 33844-9732

CHARLES EDGE
(863) 421-5037

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
09/01/2000-10/30/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CENTRAL FL. REGIONAL PLANNING COUNCIL
P. O. BOX 2089
BARTOW, FL 33831

CITY MANAGER, CITY OF BARTOW
450 NORTH WILSON
BARTOW, FL 33830-3954

CLERK, BOARD OF COUNTY COMMISSIONERS, POLK COUNTY
P. O. BOX 9000, DRAWER CC-1
BARTOW, FL 33831-9000

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

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

MAYOR, CITY OF AUBURNDALE
P. O. BOX 186
AUBURNDALE, FL 33823-0186

MAYOR, CITY OF DAVENPORT
P. O. BOX 125
DAVENPORT, FL 33836-0125

MAYOR, CITY OF EAGLE LAKE
P. O. BOX 129
EAGLE LAKE, FL 33839-0129

MAYOR, CITY OF FROSTPROOF
P. O. BOX 308
FROSTPROOF, FL 33843-0308

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
09/01/2000-10/30/2000

UTILITY NAME

MANAGER

MAYOR, CITY OF FT. MEADE
P. O. BOX 856
FT. MEADE, FL 33841-0856

MAYOR, CITY OF HAINES CITY
P. O. BOX 1507
HAINES CITY, FL 33846-1507

MAYOR, CITY OF LAKE ALFRED
120 EAST POMELO STREET
LAKE ALFRED, FL 33850-2136

MAYOR, CITY OF LAKE WALES
P. O. BOX 1320
LAKE WALES, FL 33859-1320

MAYOR, CITY OF LAKELAND
228 SOUTH MASSACHUSETTS AVENUE
LAKELAND, FL 33801-5086

MAYOR, CITY OF MULBERRY
P. O. BOX 707
MULBERRY, FL 33860-0707

MAYOR, CITY OF WINTER HAVEN
P. O. BOX 2277
WINTER HAVEN, FL 33883-2277

MAYOR, TOWN OF DUNDEE
P. O. BOX 1000
DUNDEE, FL 33838-1000

MAYOR, TOWN OF HILLCREST HEIGHTS
151 SCENIC HIGHWAY, N.
P. O. BOX 129
BABSON PARK, FL 33827-0127

LIST OF WATER AND WASTEWATER UTILITIES IN POLK COUNTY

(VALID FOR 60 DAYS)
09/01/2000-10/30/2000

UTILITY NAME

MANAGER

MAYOR, TOWN OF LAKE HAMILTON
P. O. BOX 126
LAKE HAMILTON, FL 33851-0126

MAYOR, TOWN OF POLK CITY
P. O. BOX 1139
POLK CITY, FL 33868-1139

MAYOR, VILLAGE OF HIGHLAND PARK
1337 NORTH HIGHLAND PARK
LAKE WALES, FL 33853-7422

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

SO. FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
WEST PALM BEACH, FL 33416-4680

STATE OFFICIALS

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

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

Exhibit 7

Affidavit

I Anthony Stacciano do solemnly swear or affirm that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred.

Exhibit 9

WARRANTY DEED

THIS INDENTURE Made this 12th day of April, A.D. 1961, between NORTH LAKE SHORE DEVELOPMENT CORP., a corporation organized and existing under the laws of the State of Florida, with its principal office in Lake Wales, Florida, party of the first part, and CROOKED LAKE PARK WATER COMPANY, a corporation organized and existing under the laws of the State of Florida, whose principal place of business is Lake Wales, Polk County, Florida, party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Polk, State of Florida, to wit:

Commencing at the Northeast corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 30 South, Range 27 East and run West 942.02 feet to the point of beginning, thence West 366.74 feet to the Easterly right of way line of State Road No. 25, thence South 22 $^{\circ}$ -01' West along said right of way line 45 feet, thence South 46 $^{\circ}$ -45' East 364.76 feet; thence North 22 $^{\circ}$ -01' East 314.59 feet to the point of beginning.

And the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, except that this conveyance is subject to all taxes for the year 1961.

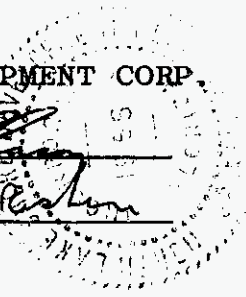
IN WITNESS WHEREOF the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

Signed, sealed and delivered in the presence of:

Robert H. Mc Muller
Martin O. Smith

NORTH LAKE SHORE DEVELOPMENT CORP.

By William E. [Signature] President
Attest: Milton B. [Signature] Secretary



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STATE OF PENNSYLVANIA
COUNTY OF NORTHAMPTON

I HEREBY CERTIFY That on this 12th day of April, A.D. 1961, before me personally appeared WILLIAM E. ELIASON and MILTON B. RISKIN, President and Secretary respectively of NORTH LAKE SHORE DEVELOPMENT CORP., a Florida corporation, to me well known and known to me to be the persons described in and who executed the foregoing conveyance, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Easton, Pennsylvania the day and year aforesaid.

Martin A. Smith
Notary Public State and County
aforesaid

My Commission Expires:

MARTIN A. SMITH, NOTARY PUBLIC
EASTON, NORTHAMPTON COUNTY
MY COMMISSION EXPIRES APRIL 4, 1964



FILED, RECORDED AND
RECORD VERIFIED
D. H. SLOAN, JR., CLK. CT.
BY *R.J.*

FILED FOR RECORD

1961 MAY 19 AM 9 54

POLK
COUNTY



D. H. SLOAN, JR.
CLK. CT. CT. POLK CO.
FLORIDA

Exhibit 11

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number
583 - W

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

PARK WATER COMPANY, INC.

Whose principal address is:

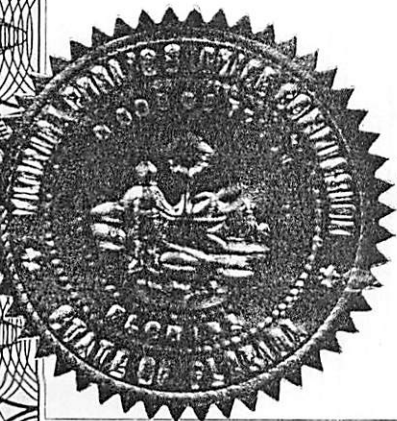
25 First Avenue, North
Lake Wales, Florida 33853 (Polk County)

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

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

ORDER	PSC-98-0361-FOF-WU	DOCKET	961226-WU
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



Dorinda S. Davis

Director
Division of Records and Reporting



Park Water Company
 25 1st Avenue North
 Lake Wales, FL 33853

September 11, 2000

Director, Division of Records and Reporting
 Florida Public Service Commission
 2540 Shumard Oak Boulevard
 Tallahassee, Florida 32399-0850

DEPOSIT DATE
 D 3 6 1 SEP 1 4 2000

Re: Application for transfer of majority organizational control

Director

I am submitting my application for majority control as of September 11, 2000. All notices to customers and governmental agencies have been mailed. I have enclosed the filing fee check for \$1,500 pursuant to Rule 25-30.020 Florida Administrative Code. I have completed the application and all exhibits barring two. I will late file the Affidavit, which states that the newspaper has published the legal notice. I will also late file the revised tariff sheets, so that I may include the Public Service Commission's newly approved rates for Park Water Company.

If you have any additional questions please contact me at (863) 638-1285

Sincerely,

Anthony Staiano

Anthony Staiano
 President, Park Water Company

PARK WATER COMPANY

PH 941-638-1285
 25 1ST AVE N
 LAKE WALES, FL 33853

1722

63-2/630
 BRANCH 00470

Pay to the Order of Florida Public Service Commission \$ 1,500

Date 9/11/00

One thousand five hundred ⁰⁰/₁₀₀

Look for: Micro Print signature line, blue background with CAP FOR BUSINESS type, First Union logo on back. If not present, do not cash.

Dollars

Security features included. Details on back.



First Union National Bank

R/T 063000021

CODE

For

Tony Staiano

⑈00 1 7 2 2⑈