

NA

Website Address

NA

Water Certificate No.

422-5

Wastewater Certificate No.

B) The contact information of the seller's authorized representative to contact concerning this application:

FRANK J SeiferT

Name

PO Box 604

Mailing Address

Port St Joe

21

32457

City

State

Zip Code

(852) 225-9252

() -

Phone Number

Fax Number

SeiferT13 @ msn.com

E-Mail Address

C) Contact Information for Governmental Authority. The name, address, telephone number, and if applicable, fax number, and e-mail address of the governmental authority.

Jim Anderson City of Port St Joe Manager

Governmental Authority's Name

305 Cecil G Costin Sr Blvd

Office Street Address

Port St Joe

21

32456

City

State

Zip Code

(852) 225-8261

(852) - 227-7522

Phone Number

Fax Number

JAnderson @ psj.fl.gov

E-Mail Address

D) The contact information of the governmental authority's authorized representative to contact concerning this application:

Jim Anderson, City Manager
Name

305 Cecil G GOSTIN Sr Blvd
Mailing Address

Port St Joe, 21 32456
City State Zip Code

(800) 229-8261 (800) 227-7522
Phone Number Fax Number

j.anderson@cityofpsj.com
E-Mail Address

PART II TRANSFER OF FACILITIES

A) DESCRIPTION OF SALE/TRANSFER AGREEMENT

1) Exhibit 1 - Provide the date on which the governmental authority assumed ownership or proposes to assume ownership, operation, management, or control of the utility. The transfer of facilities, or any portion thereof, from a regulated utility to a governmental authority shall be effective as of the date the governmental authority assumes ownership, operation, management, or control.

September 30, 2023

2) Exhibit 6 - Provide a copy of the contract or other document transferring the utility system to the governmental authority.

3) Exhibit 2 - Provide a statement that the governmental authority obtained from the utility or Commission the most recent available annual report.

Exhibit 2 The city of Port St Joe, 21 has received a copy
of the 2022 Annual Report

- 4) Exhibit 3 - Provide a statement describing the disposition of customer deposits and interest thereon.

EXHIBIT 3 There are no deposits, no interest due

- 5) Exhibit 4 - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines or refunds owed. The transfer of a regulated utility to a governmental authority shall not affect the utility's obligation to complete payment of regulatory assessment fees pursuant to Rule 25-30.120, F.A.C.

EXHIBIT 4 Once the city completes the contract the regulatory assessment fees will be paid


B) DESCRIPTION OF FACILITIES NOT TRANSFERRED

If a utility is transferring only a portion of its facilities to a governmental authority, it must provide the following additional information:

- 1) Exhibit 5 - A list of any utility assets not transferred to the governmental authority, if such remaining assets constitute a system providing or proposing to provide water or wastewater service to the public for compensation.
- 2) Exhibit 5 - A legal description of the territory not transferred to the governmental authority in the format prescribed in Rule 25-30.029, F.A.C.
- 3) Exhibit 5 - An official county tax assessment map or other map showing township, range, and section with a scale such as 1" = 200' or 1" = 400', with the remaining territory plotted thereon, consistent with the legal description provided in II.B.1.b. above.
- 4) Exhibit 5 - A tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.038, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

PART III SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY: 
Applicant's Signature

FRANK J Seifeit
Applicant's Name (Printed)

President
Applicant's Title

8/30/23
Date

E S A D Enterprises, Inc.
DBA Beaches Sewer System
P O Box 503
Port St Joe, FL 32457
850-227-9875

Exhibit 1

The contract calls for the city to buy the assets, not property or plant by September 30, 2022

Exhibit 2

A copy of the 2022 annual report has been given to the city manager of the city of Port St Joe, FL

Exhibit 3

There are no customer deposit nor interest due

Exhibit 4

Once the city has completed the purchase, the regulatory assessment fee will be paid within 30 days

Exhibit 5

Once the city has completed the purchase there will be no assets the will constitute a system. No legal description is need. No county tax assessment map is needed. No tariff will be needed.

Exh. B16

BUSINESS PURCHASE AGREEMENT

THIS BUSINESS PURCHASE AGREEMENT is entered into this the 18th day of November, 2022, by and between ESAD ENTERPRISES, INC., a Florida for profit corporation, whose address is 509 4th Street, Port St. Joe, Florida 32456, hereinafter referred to as the "Seller" and the City of Port St. Joe, a Florida Municipal Corporation, whose address is 305 Cecil G. Costin Blvd., Port St. Joe, Florida 32456, hereinafter referred to as the "Buyer".

WHEREAS, the Seller owns the private solid waste sewer system known as ESAD Enterprises, Inc., which currently serves the area outlined in the attached Exhibit "A" located in Gulf County, Florida, and desires to sell that system to the Buyer, and

WHEREAS, the Buyer wishes to purchase the ESAD Enterprises, Inc. private solid waste sewer system from the Seller under the terms, conditions, and contingencies set forth below, and

NOW THEREFORE, for valuable consideration the value and sufficiency of which is hereby acknowledged the parties hereby agree as follows:

1. ASSETS TO BE PURCHASED:

The Seller agrees to sell and the Buyer agrees to purchase the business known as ESAD Enterprises, Inc., which includes the assets attached hereto as Exhibit "B". The Assets do not include the wastewater treatment facility or the real property in which it is located owned by the Seller.

2. PURCHASE PRICE:

The purchase price for this transaction is the amount of \$900,000.00 (Nine Hundred Thousand Dollars).

3. TIME FOR ACCEPTANCE, EFFECTIVE DATE, COMPUTATION OF TIME:

Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before November 15, 2022, this offer will be withdrawn. The "Effective Date" of the Agreement/Contract is the date on which the last one of the Seller and Buyer has signed and delivered the executed Agreement/Contract to the other party. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (EST) of the next business day. Time is of the essence in this Agreement/Contract.

4. CONTINGENCIES:

This Agreement/Contract is Contingent upon the following which must occur prior to or at the time of the closing of the Transaction or this Agreement/Contract will become null and void:

A. That Gulf County, Florida will perform all obligations it is required to perform, which are contained in the document entitled "Memorandum of Understanding and Agreement Regarding Gulf County Support and assistance to the City of Port St. Joe in Expansion of Public Solid Waste System". A copy of said MOU/Agreement is attached hereto and incorporated herein as Exhibit "C".

B. The Seller agrees to give the Buyer's engineer unlimited and complete access to ESAD Enterprises, Inc.'s system to perform a complete assessment of the system and its needs after the execution of this Agreement/Contract and during the time prior to closing of this transaction.

C. The Seller agrees to disclose to the Buyer within Thirty (30) days of the effective date of this Agreement/Contract all information and documentation contained in Exhibit "D". If the Buyer, at its sole discretion, deems that based on the information provided that this transaction is not feasible it can void and terminate this Agreement/Contract at any time before closing.

5. CLOSING DATE AND LOCATION:

The closing of this transaction shall occur within thirty (30) days of the Buyer's determination, at its own discretion, that it is ready to take on the operation of the ESAD System or September 30, 2023, whichever occurs first. The closing location shall be at a time and place that both parties agree to.

6. TITLE:

A. There are three (3) lift stations to be conveyed. One of the lift stations shall be conveyed by an assignment of an existing easement. The second lift station shall be conveyed by special warranty deed. The third lift station is in the state or county right of way and no conveyance instrument of the real property is required. Seller will, at Seller's expense, at least 15 days prior to Closing deliver to Buyer a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by the Seller at or before Closing and upon the Buyer recording the deed on the second lift station, an owner's policy of insurance shall be issued.

B. Seller shall execute and deliver a Bill of Sale for all lift stations and equipment that are a part of the System.

C. Seller states that it has the legal capacity to convey marketable title to the real property underlying the second lift station and to assign an easement to the first lift station at Closing.

7. COSTS:

Buyer shall pay Buyer's attorney's fees and recording fees on the deed. Seller will pay Seller's attorney's fees, taxes on the deeds and recording fees for documents needed

to cure any defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

8. TAXES AND PRORATIONS:

Seller shall be responsible for all taxes of any kind do as of the date of closing. There shall be no proration of taxes as the City is tax exempt.

9. RECEIVABLES, CREDITS AND DEPOSITS:

Seller will be responsible for collecting all of its own receivables owed to it at the time of closing and will be responsible for paying any credits or deposits owed to any of its customers at the time of closing. Under no circumstance will Buyer be responsible for the collection of any receivable owed to Seller or the payment of any credit or deposit owed to any of Seller's customers at the time of closing.

10. AFTER CLOSING TRANSITION PERIOD

After closing, Buyer shall have up to twenty (20) days to divert the wastewater from Seller's wastewater treatment plant into pipping and treatment facilities of Buyer. Buyer shall pay to Seller the amount of \$500.00 per day for each day after closing that the Seller's wastewater treatment plant continues to receive the subject wastewater that is to be diverted to the Buyer's treatment facilities. Buyer shall hold harmless and defend Seller from any and all costs, expenses, and damages relating to the diversion of the wastewater.

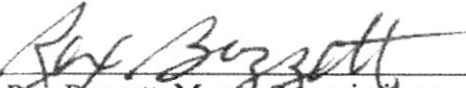
11. FLORIDA PUBLIC SERVICE COMMISSION

This transfer must be approved by the Florida Public Service Commission, and if not approved this Agreement will become null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

CITY OF PORT ST. JOE
A Florida municipal corporation

BY:


Rex Buzzett, Mayor-Commissioner

Date:

11/29/2022

ATTEST

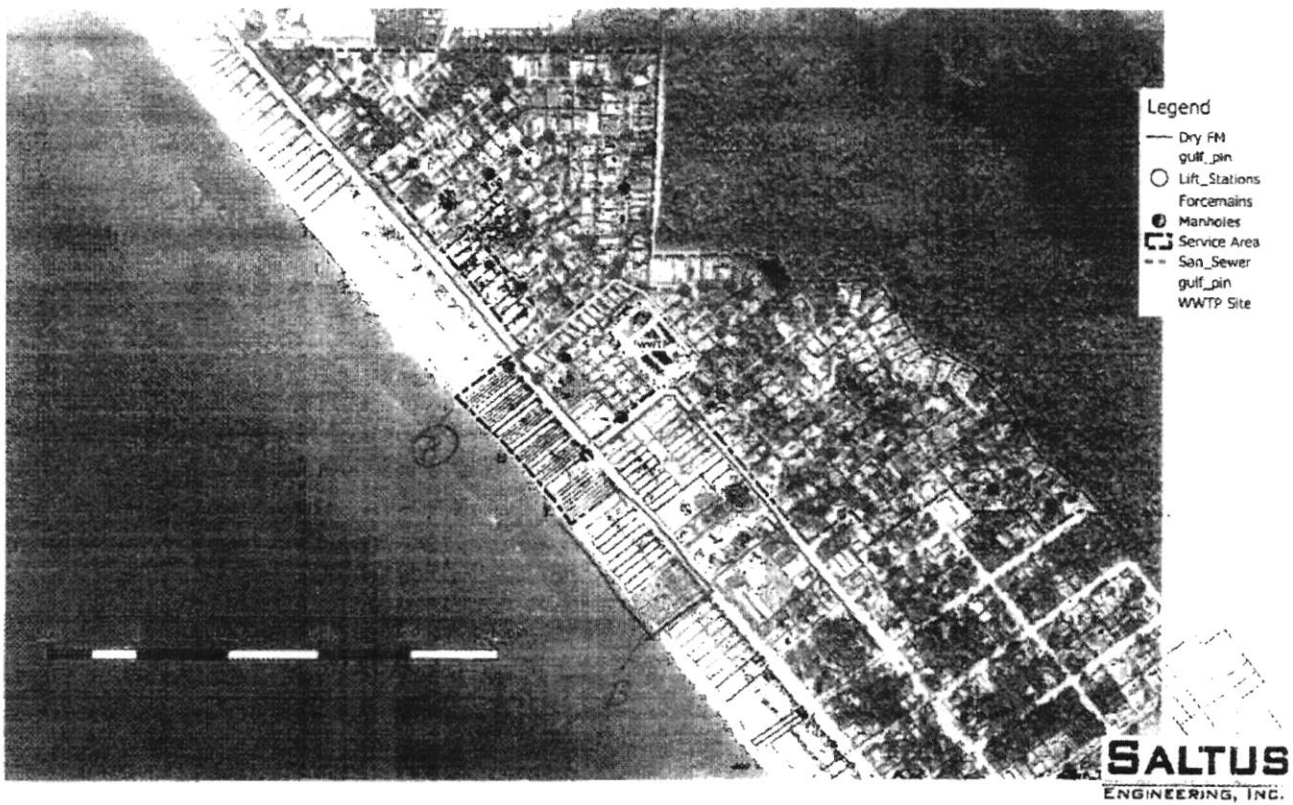

Charlotte Pierce, City Clerk

ESAD ENTERPRISES, INC.
A Florida for profit corporation

BY: 
Frank J. Seifert, President/Director

Date: 11/29/20

A
Exhibit ~~A~~ - Beaches Utilities Sanitary Sewer Map
ESAD Enterprises, Inc.



(A) 8259 Hy 98
(B) 8053 Hy 98

EXHIBIT B- ASSETS TO BE SOLD

1. Approximately 18,790 Lineal Feet of gravity sewer lines.
2. 54 manholes
3. 12 lamp holes
4. Approximately 600 Lineal Feet of low-pressure sewer lines
5. 3 lift stations and the real property or easements on which they are located.
6. Approximately 1,560 Lineal Feet of force main lines.