

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Joint Application for Acknowledgement of Corporate Reorganization and Approval of Name Change for SGI Wastewater Services, Inc.	Docket No. 2023xxxxx-WS  Filed: December 13, 2023
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**JOINT APPLICATION FOR ACKNOWLEDGEMENT OF CORPORATE  
REORGANIZATION AND APPROVAL OF NAME CHANGES FOR SGI  
WASTEWATER SERVICES, INC.**

Applicants SGI Wastewater Services, Inc. and North Florida Community Water Systems, Inc. (collectively the “Utilities”), by and through its undersigned representative and pursuant to Sections 367, Florida Statutes (F.S.), and Rule 25-30.039, Florida Administrative Code (F.A.C.), hereby file this Joint Application for Acknowledgement of Corporate Reorganization and Approval of Name Change.

**I. APPLICANT INFORMATION**

1. The names of the Utilities and their mailing address are:

SGI Wastewater Services, Inc.  
North Florida Community Water Systems, Inc.

4939 Cross Bayou Blvd.  
New Port Richey, Florida 34652  
(727) 848-8292 (Telephone)  
(727) 848-7701 (Facsimile)

2. The names and addresses of the Utilities’ authorized representatives are:

Troy Rendell  
Vice President – Investor Owned Utilities  
U.S. Water Services Corporation  
4939 Cross Bayou Blvd.  
New Port Richey, Florida 34652  
(727) 848-8292, ext. 245 (Telephone)  
(727) 848-7701 (Facsimile)

3. The Utilities are both Florida Corporations. SGI Wastewater Services Inc. will be merged into the existing corporation, North Florida Community Water Systems, Inc. SGI Wastewater Services, Inc. received Certificate No. 580-S in Order No. PSC-2022-0272-P AA-SU, issued July 14, 2022. The Commission acknowledged the name change and corporate reorganization of NFCWS in Order No. PSC-2023-0097-FOF-WS, issued February 22, 2022.

## **II. CORPORATE REORGANIZATION**

4. The Utilities have common majority shareholders. The surviving utility, NFCWS also shares the common majority shareholder.

5. The proposed corporate reorganization will merge SGI Wastewater Services, Inc. into North Florida Community Water Services, Inc., the surviving utility. The corporate reorganization by merger will take place effective 12:01 a.m. on January 1, 2024.

6. As a result of the corporate reorganization, the certificated name for SGI Wastewater Services, Inc. should be changed to North Florida Community Water Services, Inc.

7. The officers and directors of the surviving utility will remain the same after the reorganization as the existing merging Utilities, as will the management, operations, customer service, mailing address and telephone of each Utility.

8. Attached as Exhibit "A" is the Affidavit of Gary Deremer, President of each Utilities and the surviving Utility affirming that ownership and control of the Utilities will not change as a result of the reorganization.

**III. NAME CHANGE**

9. In connection with the reorganization, the Utilities seek approval from the Commission to change the name of SGI Wastewater Services, Inc. to North Florida Community Services, Inc, which will take place simultaneously with the merger.

10. Attached hereto as Exhibit “B” is a proposed Customer Notice to be sent to the customers of SGI Wastewater Services, Inc whose name will change informing them of the name change.

**IV. TARIFFS AND CERTIFICATES**

11. Since the Commission no longer issues Certificates separate from the Orders, no Certificates are attached.

12. It is understood that the Commission Staff prefers to prepare the Tariff, no Tariff is attached.

WHEREFORE, the Utilities respectfully request that the Commission do the following:

- A. Issue an Order acknowledging the corporate reorganization;
- B. Approve the name change for SGI Wastewater Services, Inc.;
- C. Cancel, issue and or amend wastewater certificate in accordance with the corporate reorganization;
- C. Grant such further relief as the Commission deems fair, just, equitable and appropriate.

Respectfully submitted this 13<sup>th</sup> day of December 2023.



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Troy Rendell  
Vice President  
Investor Owned Utilities  
4939 Cross Bayou Blvd.  
New Port Richey, Florida 34652  
(727) 848-8292 (Telephone)

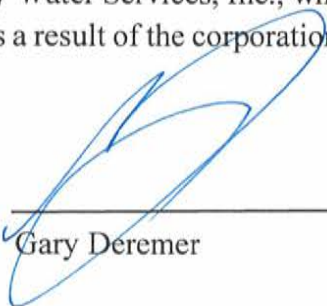
EXHIBIT "A"

AFFIDAVIT OF GARY DEREMER

STATE OF FLORIDA

COUNTY OF PASCO

BEFORE ME, personally appeared Gary Deremer, who is the President of SGI Wastewater Services, Inc. and North Florida Community Water Services, Inc., who affirms that the ownership and control of the Utilities will not change as a result of the corporation merger and reorganization.

  
\_\_\_\_\_  
Gary Deremer

STATE OF FLORIDA

COUNTY OF PASCO

Sworn to and subscribed before me this 13<sup>th</sup> day of December, 2023 by Gary Deremer, President, who is personally known to me.

NOTARY PUBLIC – STATE OF FLORIDA

Print Name:   
My Commission Expires: 

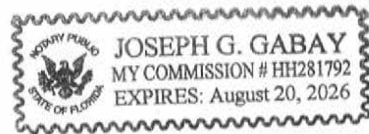


EXHIBIT "B"

**TO THE CUSTOMERS OF SGI WASTEWATER SERVICES, INC.**

**NOTICE OF APPLICATION FOR CHANGE OF NAME**

Notice is hereby given on the 13<sup>th</sup> day of December, 2023, pursuant to Section 367.1214, Florida Statutes, and Rule 25-30.039, Florida Administrative Code, of the Application of SGI Wastewater Services, Inc. for acknowledgement of a name change to North Florida Community Water Services, Inc.

Please note that this Application is not a request for a change in rates. The name change will not affect the way you currently communicate and do business with the utility. The address and telephone number will not change. The same local employees will continue to provide you with the same quality service you expect and deserve.

**JOINT ACTION BY WRITTEN CONSENT  
OF  
THE BOARD OF DIRECTORS AND SHAREHOLDERS  
OF  
SGI WASTEWATER SERVICES, INC.  
(a Florida corporation)  
AND  
NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC.  
(a Florida corporation)**

December 8, 2023

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The undersigned, being the sole member of the Board of Directors and all of the shareholders of each of SGI WASTEWATER SERVICES, INC., a Florida corporation (“Merging Corporation”) and NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC., a Florida corporation (the “Surviving Corporation” and, together with the Merging Corporation, the “Corporations”), in lieu of a meeting thereof, do hereby consent to taking the following actions and do hereby adopt the following resolutions by written consent pursuant to their respective bylaws and the Florida Business Corporation Act (the “Act”).

**APPROVAL OF MERGER**

**WHEREAS**, the undersigned constitute all the shareholders and all of the directors of each of the Corporations, as applicable;

**WHEREAS**, the undersigned have determined that it is advisable and in the best interests of the Corporations to undertake a merger of the Merging Corporation with and into the Surviving Corporation (the “Merger”) in accordance with the Agreement and Plan of Merger (the “Plan”) substantially in the form attached hereto as Exhibit A; and

**WHEREAS**, accordingly, the undersigned desire to approve the Plan and the Merger in accordance with the Act and authorized the respective Corporations to enter into and effect the Merger.

**NOW, THEREFORE, BE IT RESOLVED**, that Board of Directors of each of the Corporations hereby recommends to the shareholders of such applicable Corporations, that such Corporation enter into the Merger pursuant to the Plan, and the execution, delivery and performance of all documents contemplated thereby, be authorized and approved in all respects by such respective shareholders.

**FURTHER RESOLVED**, that each such respective Board of Directors does for itself hereby authorize and approve the Merger pursuant to the terms of the Plan and the execution, delivery and performance of all documents contemplated thereby.

**FURTHER RESOLVED**, that the Plan and the Merger, and all documents contemplated thereby, be, and hereby are, adopted, authorized, and approved in all respects by the shareholders

of each of the Corporations and each such Corporation is authorized to enter into and effect the Merger in accordance with the Plan;

**FURTHER RESOLVED**, the undersigned shareholders hereby waives all rights of appraisal or dissenters' rights with respect to the Merger, to the extent they otherwise exist under the Act; and

**FURTHER RESOLVED**, that Gary A. Deremer, the President of the Surviving Corporation and of the Merging Corporation, acting individually (the "Authorized Person"), hereby is authorized to execute, deliver and perform the Plan on behalf of each of the Corporations, and to prepare, execute, deliver and perform on behalf of the Corporations any additional agreements, instruments, certificates, documents, consents and notices which are contemplated by the Plan or otherwise deemed advisable in connection with the Merger, and any amendments and modifications thereto, as the Authorized Person may approve, the execution and delivery thereof by the Authorized Person to be conclusive evidence of such approval, to effectuate the Merger and implement the purposes of the foregoing resolutions.

#### **AMENDMENT TO ARTICLES OF INCORPORATION**

**WHEREAS**, the Board of Directors and shareholders of the Surviving Corporation have determined that it is advisable and in the best interests of the Surviving Corporation, and necessary to effect the Merger, to amend the Articles of Incorporation of the Surviving Corporation to increase the number of its authorized shares of stock; and

**WHEREAS**, in furtherance thereof, the Board of Directors and shareholders of the Surviving Corporation desire to adopt an amendment to the Surviving Corporation's Articles of Incorporation, the form and substance of such amendment to be as the Articles of Amendment to Articles of Incorporation attached hereto as Exhibit B (the "Amendment").

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Directors hereby approves the Amendment and recommends to the shareholders their adoption and approval of the Amendment;

**FURTHER RESOLVED**, that the form, terms and conditions of the Amendment are hereby authorized, adopted and approved by the Board of Directors and the shareholders; and

**FURTHER RESOLVED**, that the Authorized Person be, and acting individually is, in the name and on behalf of the Surviving Corporation, authorized to execute and file the Amendment with the Florida Department of State; and further that the Authorized Person be, and acting individually is, authorized to do and perform, or cause to be done and performed, all such other acts, deeds and things, in the name and on behalf of the Surviving Corporation, as the Authorized Person may deem necessary, appropriate or expedient to effect the transactions referenced herein, or to otherwise carry out fully the purpose and intent of the foregoing resolutions.

#### **GENERAL AUTHORITY**

**FURTHER RESOLVED**, that the Authorized Person be, and acting individually hereby is, authorized and directed, in the name and on behalf of the Corporations, to take all actions, and



to cause to be prepared and to execute, deliver, file and perform all instruments, documents and certificates, as in the judgment of the Authorized Person shall be necessary or advisable to carry out the intent of the foregoing resolutions, and the execution of any such instrument, document or certificate or the taking of any such action in connection with the foregoing shall conclusively establish the authority of the Authorized Person with respect thereto and the approval and ratification by the Corporations of the instrument, document or certificate so executed or the action so taken;

**FURTHER RESOLVED**, that any and all lawful action taken in good faith by the Authorized Person prior to the date hereof on behalf of the Corporations and in furtherance of the transactions contemplated by the foregoing resolutions are in all respects ratified, confirmed and approved by the Corporations as their own acts and deeds, and shall be conclusively deemed to be the acts and deeds of the Corporations for all purposes and

**FURTHER RESOLVED**, that the transmission of signature pages to this Joint Action by Written Consent by facsimile or as portable document format attachments to electronic mail shall constitute effective execution and delivery of this Joint Action by Written Consent and may be used in lieu of original counterpart signature pages of this Joint Action by Written Consent for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has executed this Joint Action Written Consent as of the date first set forth above.

**SGI WASTEWATER SERVICES, INC.,** a Florida corporation

SOLE DIRECTOR:

  
\_\_\_\_\_  
Gary A. Deremer

SHAREHOLDERS:

  
\_\_\_\_\_  
Gary A. Deremer

"Merging Corporation"

**NORTH FLORIDA COMMUNITY WATER SYSTEM, INC.,** a Florida corporation

SOLE DIRECTOR:

  
\_\_\_\_\_  
Gary A. Deremer

SHAREHOLDERS:

  
\_\_\_\_\_  
Gary A. Deremer

\_\_\_\_\_  
Cecil Delcher, as Trustee of the Cecil R. Delcher Revocable Trust of 2018 dated 02/14/2018

\_\_\_\_\_  
Aaron Voss

  
\_\_\_\_\_  
Edward Mitchell

  
\_\_\_\_\_  
Harry Householder

  
\_\_\_\_\_  
William Troy Rendell

"Surviving Corporation"

IN WITNESS WHEREOF, the undersigned has executed this Joint Action Written Consent as of the date first set forth above.

**SGI WASTEWATER SERVICES, INC.**, a Florida corporation

**NORTH FLORIDA COMMUNITY WATER SYSTEM, INC.**, a Florida corporation

SOLE DIRECTOR:

SOLE DIRECTOR:

\_\_\_\_\_  
Gary A. Deremer

\_\_\_\_\_  
Gary A. Deremer


SHAREHOLDERS:

SHAREHOLDERS:

\_\_\_\_\_  
Gary A. Deremer

\_\_\_\_\_  
Gary A. Deremer

“Merging Corporation”

  
\_\_\_\_\_  
Cecil Delcher, as Trustee of the Cecil R. Delcher Revocable Trust of 2018 dated 02/14/2018

\_\_\_\_\_  
Aaron Voss

\_\_\_\_\_  
Edward Mitchell

\_\_\_\_\_  
Harry Householder

\_\_\_\_\_  
William Troy Rendell

“Surviving Corporation”

IN WITNESS WHEREOF, the undersigned has executed this Joint Action Written Consent as of the date first set forth above.

**SGI WASTEWATER SERVICES, INC.**, a Florida corporation

SOLE DIRECTOR:

  
\_\_\_\_\_  
Gary A. Deremer

SHAREHOLDERS:

  
\_\_\_\_\_  
Gary A. Deremer

"Merging Corporation"

**NORTH FLORIDA COMMUNITY WATER SYSTEM, INC.**, a Florida corporation

SOLE DIRECTOR:

  
\_\_\_\_\_  
Gary A. Deremer

SHAREHOLDERS:

  
\_\_\_\_\_  
Gary A. Deremer

\_\_\_\_\_  
Cecil Delcher, as Trustee of the Cecil R. Delcher Revocable Trust of 2018 dated 02/14/2018

  
\_\_\_\_\_  
Aaron Voss

\_\_\_\_\_  
Edward Mitchell

\_\_\_\_\_  
Harry Householder

\_\_\_\_\_  
William Troy Rendell

"Surviving Corporation"

**EXHIBIT A**

Agreement and Plan of Merger

(See Attached)

## **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (“Agreement”) is entered into effective December \_\_, 2023, by and between NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC., a Florida corporation (the “Surviving Corporation”), and SGI WASTEWATER SERVICES, INC, a Florida corporation (the “Merging Corporation”).

### **BACKGROUND**

The Merging Corporation and Surviving Corporation desire enter into this Agreement pursuant to which the Merging Corporation will merge with and into the Surviving Corporation pursuant to the terms and subject to the conditions hereof (the “Merger”). After the consummation of the Merger, the parties intend that the separate existence of the Merging Corporation will cease, and the Surviving Corporation will survive and will succeed to and own all of the rights and property and be subject to all of the liabilities of the Merging Corporation. This Agreement is the “plan of merger” as referenced and provided for in Section 607.1101 et seq. of the Florida Business Corporation Act (Chapter 607, *Florida Statutes*)(the “Act”).

### **OPERATIVE TERMS**

Parties to the Merger. The name, the jurisdiction, the entity type and the document number of each party to the Merger are as follows:

<b>Name</b>	<b>Jurisdiction</b>	<b>Entity Type</b>	<b>Document No.</b>
North Florida Community Water Systems, Inc.	Florida	Corporation	P22000089012
SGI Wastewater Services, Inc.	Florida	Corporation	P21000045644

2. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Act, at the Effective Time (as defined in Section 3 below), the Merging Corporation shall be merged with and into the Surviving Corporation.

3. Effective Date and Time. The parties will cause Articles of Merger complying with the Act (the “Articles of Merger”) to be executed and delivered to the Florida Department of State pursuant to the Act, and the Merger shall become effective at such date and time as are set forth in the Articles of Merger (the “Effective Date”).

4. Effect of the Merger. As of the Effective Date, as a result of the Merger and without any action on the part of either of the Surviving Corporation or the Merging Corporation:

(a) The separate existence of the Merging Corporation shall cease and the Surviving Corporation shall continue as the surviving entity in the Merger;

(b) The Merger will have the effects set forth in Section 607.1106 of the Act, and all property, rights, and privileges of each of the parties shall vest in the Surviving Corporation and all debts, liabilities and duties of each of the parties shall become the debts, liabilities and duties of the Surviving Corporation.

(c) The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the effectiveness of the Merger shall continue to serve as the Articles of Incorporation of the Surviving Corporation after the Merger, until thereafter duly amended as provided therein and by applicable law, and the bylaws of the Surviving Corporation, as in effect immediately prior to the effectiveness of the Merger shall continue to serve as the bylaws of the Surviving Corporation after the Merger, until thereafter duly amended as provided therein.

(d) The effect of the Merger on shares of the capital stock (and any rights to acquire such shares, obligations, or other securities) of each party to the Merger is set forth in Section 5 below.

5. Effect on Shares. On the Effective Date, the Merger shall have the following effect on the outstanding shares of the Surviving Corporation and the Merging Corporation, without any action by the holders thereof:

(a) Each share of the capital stock, regardless of par value or class, of the Merging Corporation issued and outstanding immediately prior to the Effective Date ("Merging Corporation Stock") will be cancelled and retired and cease to exist.

(b) Any holder of a certificate representing the Merging Corporation Stock, or each person listed on the transfer books of Merging Corporation as owning any such Merging Corporation Stock, will cease to have any rights with respect to such cancelled and retired Merging Corporation Stock.

(c) The Surviving Corporation shall issue to the shareholder of the Merging Corporation the number of shares of the single class of common stock of the Surviving Corporation as is set forth on Exhibit A attached hereto. No fractional shares shall be issued and the shareholder shall receive cash in lieu of any fractional shares of stock. The Merging Corporation hereby acknowledges and agrees that the resulting ownership of the Surviving Corporation from the Merger has been determined by determining the fair value of the Merging Corporation and, by reference to the ownership percentage of the shareholder in the Merging Corporation, calculating the resulting relative ownership percentage of such shareholder in the Surviving Corporation.

6. Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

7. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the parties any rights or remedies.

8. Further Assurances. The parties shall execute and deliver such further instruments and documents and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

*[Signature page immediately follows]*



**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, as of the date set forth above.

**SURVIVING CORPORATION:**

NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC., a Florida corporation

By: \_\_\_\_\_  
Gary A. Deremer, President

**MERGING CORPORATION:**

SGI WASTEWATER SERVICES, INC., a Florida corporation

By: \_\_\_\_\_  
Gary A. Deremer, President

**Exhibit A**  
Issuance of Shares

<b>Shareholder</b>	<b>New Shares Issued</b>
Gary A. Deremer	904



December 8, 2023

FLORIDA DEPARTMENT OF STATE

Division of Corporations

NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC.  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652US

Re: Document Number P22000089012

The Articles of Amendment to the Articles of Incorporation of NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC., a Florida corporation, were filed on December 8, 2023.

This document was electronically received and filed under FAX audit number H23000420002.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Tammi Cline  
Regulatory Specialist II Supervisor  
Division of Corporations Letter Number: 823A00028077

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC.  
(P22000089012)**

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North Florida Community Water Systems, Inc., a Florida corporation (the "Corporation"), in order to amend its Articles of Incorporation in accordance with Section 607.1003 of the Florida Business Corporation Act (the "Act"), does hereby deliver the following Articles of Amendment in accordance with Section 607.1006 of the Act:

**FIRST:** The name of the Corporation is North Florida Community Water Systems, Inc.

**SECOND:** These Articles of Amendment contain an amendment to the Corporation's Articles of Incorporation, as originally filed on December 1, 2022 (the "Articles of Incorporation"), requiring shareholder approval.

**THIRD:** The Articles of Incorporation are hereby amended as follows:

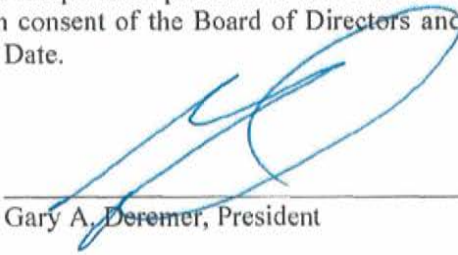
Article III of the Articles of Incorporation is deleted in its entirety and replaced with:

**"ARTICLE III  
Capital Stock**

The aggregate number of shares of capital stock authorized to be issued by this corporation shall be 100,000 shares of common stock with a par value of \$0.001 per share. Each share of stock shall entitle the holder thereof to one vote at every annual or special meeting of the stockholders of this corporation. The consideration for the issuance of said shares of capital stock may be paid, in whole or in part, in cash, in promissory notes, in other property (tangible or intangible), in labor or services actually performed for this corporation, in promises to perform services in the future evidenced by a written contract, or in other benefits to this corporation at a fair valuation to be fixed by the Board of Directors. When issued, all shares of stock shall be fully paid and nonassessable."

**FOURTH:** The amendment herein was adopted and approved on December 8, 2023 (the "Adoption Date"). These Articles of Amendment were duly adopted and approved by unanimous consent of the Board of Directors and the sole shareholder of the Corporation pursuant to Sections 607.0704 and 607.0821 of the Act pursuant to actions by joint written consent of the Board of Directors and the sole shareholder of the Corporation, dated as of the Adoption Date.

**EXECUTED:** December 8, 2023

  
\_\_\_\_\_  
Gary A. Deremer, President

**EXHIBIT B**

Articles of Amendment to Articles of Incorporation

(See Attached)

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC.  
(P22000089012)**

---

North Florida Community Water Systems, Inc., a Florida corporation (the “Corporation”), in order to amend its Articles of Incorporation in accordance with Section 607.1003 of the Florida Business Corporation Act (the “Act”), does hereby deliver the following Articles of Amendment in accordance with Section 607.1006 of the Act:

**FIRST:** The name of the Corporation is North Florida Community Water Systems, Inc.

**SECOND:** These Articles of Amendment contain an amendment to the Corporation’s Articles of Incorporation, as originally filed on December 1, 2022 (the “Articles of Incorporation”), requiring shareholder approval.

**THIRD:** The Articles of Incorporation are hereby amended as follows:

Article III of the Articles of Incorporation is deleted in its entirety and replaced with:

**“ARTICLE III  
Capital Stock”**

The aggregate number of shares of capital stock authorized to be issued by this corporation shall be 100,000 shares of common stock with a par value of \$0.001 per share. Each share of stock shall entitle the holder thereof to one vote at every annual or special meeting of the stockholders of this corporation. The consideration for the issuance of said shares of capital stock may be paid, in whole or in part, in cash, in promissory notes, in other property (tangible or intangible), in labor or services actually performed for this corporation, in promises to perform services in the future evidenced by a written contract, or in other benefits to this corporation at a fair valuation to be fixed by the Board of Directors. When issued, all shares of stock shall be fully paid and nonassessable.”

**FOURTH:** The amendment herein was adopted and approved on \_\_\_\_\_, 2023 (the “Adoption Date”). These Articles of Amendment were duly adopted and approved by unanimous consent of the Board of Directors and the sole shareholder of the Corporation pursuant to Sections 607.0704 and 607.0821 of the Act pursuant to actions by joint written consent of the Board of Directors and the sole shareholder of the Corporation, dated as of the Adoption Date.

**EXECUTED:** \_\_\_\_\_, 2023

\_\_\_\_\_  
Gary A. Deremer, President



December 11, 2023

FLORIDA DEPARTMENT OF STATE

Division of Corporations

NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC.

4939 CROSS BAYOU BOULEVARD

NEW PORT RICHEY, FL 34652US

Re: Document Number P22000089012

The Articles of Merger were filed December 11, 2023, effective January 1, 2024, for NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC., the surviving Florida entity.

This document was electronically received and filed under FAX audit number H23000421468.

Should you have any further questions concerning this matter, please feel free to call (850) 245-6050, the AMENDMENT SECTION.

Tammi Cline

Regulatory Specialist II Supervisor

Division of Corporations

Letter Number: 323A00028223

**ARTICLES OF MERGER  
OF  
SGI WASTEWATER SERVICES, INC.  
WITH AND INTO  
NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC.**

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The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes:

- FIRST: The name and jurisdiction of the Surviving Corporation is NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC., a Florida corporation, Document Number P22000089012.
- SECOND: The name and jurisdiction of the Merging Corporation is SGI WASTEWATER SERVICES, INC., a Florida corporation, Document Number P21000045644.
- THIRD: The Agreement and Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A.
- FOURTH: The merger shall become effective as 12:01 a.m. on January 1, 2024 (the "Effective Time").
- FIFTH: The Plan of Merger was adopted by the Board of Directors and Shareholders of the Surviving Corporation by written consent effective December 8, 2023 as required by Florida law and its Articles of Incorporation.
- SIXTH: The Plan of Merger was approved and adopted by the Board of Directors and Shareholders of the Merging Corporation by written consent effective December 8, 2023 as required by Florida law and its Articles of Incorporation.



**IN WITNESS WHEREOF**, these Articles of Merger have been executed and delivered by the parties in accordance with the requirements of Section 607.1105, *Florida Statutes*, as of December 11, 2023.

**NORTH FLORIDA COMMUNITY WATER SYSTEM, INC.**, a Florida corporation

By:   
\_\_\_\_\_  
Gary A. Deremer, President

**SGI WASTEWATER SERVICES, INC.**, a Florida corporation

By:   
\_\_\_\_\_  
Gary A. Deremer, President

((H23000421468 3))

Exhibit A

Plan of Merger

((H23000421468 3))

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (“Agreement”) is entered into effective December 11, 2023, by and between NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC., a Florida corporation (the “Surviving Corporation”), and SGI WASTEWATER SERVICES, INC, a Florida corporation (the “Merging Corporation”).

### BACKGROUND

The Merging Corporation and Surviving Corporation desire enter into this Agreement pursuant to which the Merging Corporation will merge with and into the Surviving Corporation pursuant to the terms and subject to the conditions hereof (the “Merger”). After the consummation of the Merger, the parties intend that the separate existence of the Merging Corporation will cease, and the Surviving Corporation will survive and will succeed to and own all of the rights and property and be subject to all of the liabilities of the Merging Corporation. This Agreement is the “plan of merger” as referenced and provided for in Section 607.1101 et seq. of the Florida Business Corporation Act (Chapter 607, *Florida Statutes*)(the “Act”).

### OPERATIVE TERMS

Parties to the Merger. The name, the jurisdiction, the entity type and the document number of each party to the Merger are as follows:

<b>Name</b>	<b>Jurisdiction</b>	<b>Entity Type</b>	<b>Document No.</b>
North Florida Community Water Systems, Inc.	Florida	Corporation	P22000089012
SGI Wastewater Services, Inc.	Florida	Corporation	P21000045644

2. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Act, at the Effective Time (as defined in Section 3 below), the Merging Corporation shall be merged with and into the Surviving Corporation.

3. Effective Date and Time. The parties will cause Articles of Merger complying with the Act (the “Articles of Merger”) to be executed and delivered to the Florida Department of State pursuant to the Act, and the Merger shall become effective at such date and time as are set forth in the Articles of Merger (the “Effective Date”).

4. Effect of the Merger. As of the Effective Date, as a result of the Merger and without any action on the part of either of the Surviving Corporation or the Merging Corporation:

(a) The separate existence of the Merging Corporation shall cease and the Surviving Corporation shall continue as the surviving entity in the Merger;

(b) The Merger will have the effects set forth in Section 607.1106 of the Act, and all property, rights, and privileges of each of the parties shall vest in the Surviving Corporation and all debts, liabilities and duties of each of the parties shall become the debts, liabilities and duties of the Surviving Corporation.

(c) The Articles of Incorporation of the Surviving Corporation in effect immediately prior to the effectiveness of the Merger shall continue to serve as the Articles of Incorporation of the Surviving Corporation after the Merger, until thereafter duly amended as provided therein and by applicable law, and the bylaws of the Surviving Corporation, as in effect immediately prior to the effectiveness of the Merger shall continue to serve as the bylaws of the Surviving Corporation after the Merger, until thereafter duly amended as provided therein.

(d) The effect of the Merger on shares of the capital stock (and any rights to acquire such shares, obligations, or other securities) of each party to the Merger is set forth in Section 5 below.

5. Effect on Shares. On the Effective Date, the Merger shall have the following effect on the outstanding shares of the Surviving Corporation and the Merging Corporation, without any action by the holders thereof:

(a) Each share of the capital stock, regardless of par value or class, of the Merging Corporation issued and outstanding immediately prior to the Effective Date ("Merging Corporation Stock") will be cancelled and retired and cease to exist.

(b) Any holder of a certificate representing the Merging Corporation Stock, or each person listed on the transfer books of Merging Corporation as owning any such Merging Corporation Stock, will cease to have any rights with respect to such cancelled and retired Merging Corporation Stock.

(c) The Surviving Corporation shall issue to the shareholder of the Merging Corporation the number of shares of the single class of common stock of the Surviving Corporation as is set forth on Exhibit A attached hereto. No fractional shares shall be issued and the shareholder shall receive cash in lieu of any fractional shares of stock. The Merging Corporation hereby acknowledges and agrees that the resulting ownership of the Surviving Corporation from the Merger has been determined by determining the fair value of the Merging Corporation and, by reference to the ownership percentage of the shareholder in the Merging Corporation, calculating the resulting relative ownership percentage of such shareholder in the Surviving Corporation.

6. Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

7. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the parties any rights or remedies.

8. Further Assurances. The parties shall execute and deliver such further instruments and documents and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

*[Signature page immediately follows]*

**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement and Plan of Merger to be executed on its behalf by its respective officers thereunto duly authorized, as of the date set forth above.

**SURVIVING CORPORATION:**

NORTH FLORIDA COMMUNITY WATER SYSTEMS, INC., a Florida corporation

By:   
\_\_\_\_\_  
Gary A. Deremer, President

**MERGING CORPORATION:**

SGI WASTEWATER SERVICES, INC., a Florida corporation

By:   
\_\_\_\_\_  
Gary A. Deremer, President

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**Exhibit A**  
Issuance of Shares

<b>Shareholder</b>	<b>New Shares Issued</b>
Gary A. Deremer	904