

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application of PLANTATION BAY
UTILITY CO. for authority
for transfer of majority organizational
control

Docket No. 050912-WS

APPLICATION FOR AUTHORITY FOR TRANSFER
OF MAJORITY ORGANIZATIONAL CONTROL

PLANTATION BAY UTILITY CO. (*Applicant*), by and through its undersigned attorneys, files this Application for authority for transfer of majority organizational control and states:

1. The name and address of the Applicant is:

Plantation Bay Utility Co.
100 Plantation Bay Drive
Ormond Beach, Florida 32174

2. The name, address and telephone number of the persons to contact concerning this Application is:

Martin S. Friedman, Esquire
Valerie L. Lord, Esquire
Rose, Sundstrom & Bentley, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, FL 32779

Telephone: (407) 830-6331
Facsimile: (407) 830-8522

mfriedman@rsbattorneys.com
vlord@rsbattorneys.com

DOCUMENT NUMBER-DATE

11567 DEC 12 '08

FPSC-COMMISSION CLERK

3. The Applicant is a Florida corporation. On or about April 9, 2004, Mr. Francois Lazare, a director of the Applicant and the holder of 775 shares of stock in the Applicant, transferred all 775 of his shares to Mr. Morteza Hosseini-Kargar, the President and a director and shareholder of the Applicant. Attached as Exhibit "A" is a true and correct copy of the Stock Purchase Agreement.

4. The Applicant provides the following in response to Rule 25-30.037(3):

(a) The complete name and address of the Seller is:

Francois Lazare
Route de Chene #5
1207 Geneva SW
Switzerland

(b) The complete name and address of the Buyer is:

Morteza Hosseini-Kargar
2379 Beville Road
Daytona Beach, FL 32119

(c) The Buyer is an individual. No one else will own an interest in the shares transferred pursuant to the Stock Purchase Agreement .

(d) The Buyer does not own any water or wastewater utilities. The transfer was between members of the existing management of the Applicant.

(e) The purchase was financed by cash from the Buyer.

(f) The transfer is in the public interest. The Buyer has been an officer of the Applicant for many years. The Buyer has been instrumental in managing and directing its operations and has an intimate knowledge of the operations of the Applicant. The acquisition by the Buyer of the shares of stock in the

Applicant will not result in any change in management of the Applicant, and the expertise of existing management will remain in place. The Applicant will continue to have the ability to provide consistent and uninterrupted service to its customers. The proposed transaction will not have any adverse effect upon the Applicant or its services.

(g) The transfer will not affect the Applicant's existing sources of funding.

(h) After reasonable investigation, the Buyer has determined that the utility systems operated by the Applicant appear to be in satisfactory condition and in substantial compliance with all applicable standards set by the Florida Department of Environmental Protection.

(i) This Application does not involve a transfer of the facilities or the land owned or occupied by the Applicant. The Applicant will continue to own or lease the land on which their utility treatment facilities are located.

(j) Because the transfer affects the ownership of the shares of stock in the Applicant, there will not be any change in the tariff sheets for the Applicant.

(k) Because the transfer affects the ownership of the shares of stock in the Applicant, there will not be any change in the Certificates of the Regulated Entities.

5. The Buyer will fulfill the commitments, obligations and representations of the Applicant with regard to utility matters.

6. An Affidavit that the actual notice of the Application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida

Statutes, and Rule 25-30.030(5), Florida Administrative Code, will be filed as Late Filed Exhibit "B".

7. An Affidavit that actual notice of the Application was given to each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030(6), Florida Administrative Code, will be filed as Late Filed Exhibit "C".

8. An Affidavit that the notice of the Application was published once in a newspaper of general circulation in the applicable territories in accordance with Rule 25-30.030(7), Florida Administrative Code, will be filed as Late Filed Exhibit "D".

9. Pursuant to Rule 25-30.020(2)(c), Florida Administrative Code, the appropriate filing fee is \$3,000 (\$1,500 for water and \$1,500 for wastewater), because the Utility has the existing capacity to serve between 501 and 2,000 water ERCs and between 501 and 2,000 wastewater ERCs. A check in that amount is included with this filing.

Respectfully submitted on this
12th day of December, 2005, by:

ROSE, SUNDSTROM & BENTLEY, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, Florida 32779
Telephone: (407) 830-6331
Facsimile: (407) 830-8522

By: 

MARTIN S. FRIEDMAN
VALERIE L. LORD

Administrative Code, will be filed as Late Filed Exhibit "C".

8. An Affidavit that the notice of the Application was published once in a newspaper of general circulation in the applicable territories in accordance with Rule 25-30.030(7), Florida Administrative Code, will be filed as Late Filed Exhibit "D".

9. Pursuant to Rule 25-30.020(2)(c), Florida Administrative Code, the appropriate filing fee is \$3,000 (\$1,500 for water and \$1,500 for wastewater), because the Utility has the existing capacity to serve between 501 and 2,000 water ERCs and between 501 and 2,000 wastewater ERCs. A check in that amount is included with this filing.

Respectfully submitted on this _____ day of December, 2005, by:

ROSE, SUNDSTROM & BENTLEY, LLP
Sanlando Center
2180 W. State Road 434, Suite 2118
Longwood, Florida 32779
Telephone: (407) 830-6331
Facsimile: (407) 830-8522

By:

MARTIN S. FRIEDMAN
VALERIE L. LORD

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AFFIDAVIT

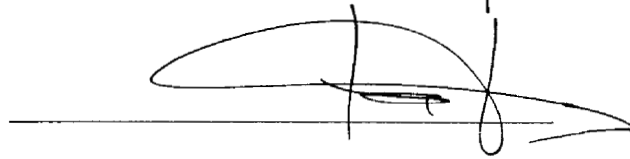
STATE OF FLORIDA

COUNTY OF _____

I, Jean Trinder, do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

FURTHER AFFIANT SAYETH NAUGHT.

Dated 12/8/, 2005.



JEAN TRINDER

Print Name

Secretary / Treasurer

Title

Sworn to and subscribed before me this 8th day of December, 2005, by Jean Trinder, who is personally known to me or who provided — as identification.



Print Name: Carolyn Lasky
NOTARY PUBLIC

My Commission Expires: August 13, 2008

EXHIBIT "A"



CAROLYN LASKY
Notary Public, State of Florida
My comm. expires Aug. 13, 2008
Comm. No. DD 32770

EXHIBIT "A"

STOCK PURCHASE AGREEMENT

THIS AGREEMENT, dated as of this ____ day of _____, 2003 by and between FRANCOIS LAZARE, in his individual capacity and as Trustee (the "Seller") and MORTEZA HOSSEINI-KARGAR, TRUSTEE (the "Purchaser"). Whenever Seller is referred to herein and unless otherwise specified, such reference shall mean Seller in both his individual capacity and as Trustee.

WITNESSETH:

WHEREAS, the Seller, in his individual capacity, holds 340 shares of common stock, \$1.00 par value of Plantation Bay Utility Co, (the "Company"), represented by stock certificate # 10 (the "Individual Shares"); and

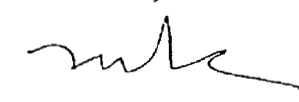
WHEREAS, the Seller, in his capacity as Trustee, holds 435 shares of common stock, \$1.00 par value of the Company, represented by stock certificates #s 11, 12 and 13 (the "Trustee Shares"); and

WHEREAS, the Seller desires to sell to the Purchaser and the Purchaser desires to purchase from the Seller all of the shares of capital stock in the Company now held or ever held by Seller in his individual capacity or his capacity as Trustee, including without limitation the Individual Shares and Trustee Shares (collectively the "Conveyed Shares") on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, conditions, representations and warranties herein contained, the parties hereto agree as follows:

1. Sale of Conveyed Shares. The Seller hereby sells to the Purchaser and the Purchaser hereby purchases from the Seller all of the Conveyed Shares at the purchase price and on the terms set forth in paragraphs 2 and 3 hereof. It is the express intent of the parties that the Seller convey to Purchaser all of the shares of capital stock in the Company now owned or held or ever owned or held by Seller (whether in his individual capacity, as Trustee, or other type of fiduciary arrangement). In the event it is discovered that Seller holds additional shares not identified in this Agreement, Seller covenants and agrees to execute such further documents requested by Purchaser, including without limitation stock transfer powers or other instruments of conveyance, in order to convey to Purchaser such additional shares and such conveyance shall be made without any further consideration or payment from Seller. The provisions of this Paragraph 1 shall survive termination of this Agreement.

2. Purchase Price. The Purchase Price for the Conveyed Shares shall be Two Hundred Thousand and No/100 Dollars (~~\$200,000.00~~). On the Closing Date, the Purchaser shall pay to the Seller the Purchase Price by cash or check.

\$ 300,000
Flazare. 

3. Representations and Warranties of the Seller.

The Seller hereby represents and warrants as follows:

(a) Warranty of Title.

(i) Seller is the record owner and holder of the shares of the Company common stock set forth opposite his name below:

<u>Shareholder</u>	<u>Shares</u>
Francois Lazare	340 shares of common stock
Francois Lazare, Trustee	435 shares of common stock

(ii) The Conveyed Shares are fully paid and nonassessable, and the Conveyed Shares are owned free and clear of all liens, encumbrances, charges, and assessments of every nature and subject to no restrictions with respect to transferability. The Seller has full power and authority to assign and transfer the Conveyed Shares to the Purchaser in accordance with the terms hereof.

(iii) Except for this Agreement, there are no outstanding options, contracts, calls, commitments, agreements or demands of any character relating to the Conveyed Shares.

(b) Power of Seller. The Seller has full power, legal right and authority to enter into and deliver this Agreement and the other documents and agreements to be executed and delivered by such Seller and to carry out the transactions contemplated herein. This Agreement and the other documents and agreements to be executed and delivered by the Seller in connection herewith constitute valid and binding agreements, enforceable in accordance with their respective terms, except as such agreements and other documents and instruments may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally, and by general equitable principles.

(c) No Violation. Neither the execution and delivery of this Agreement or the other documents and instruments to be executed and delivered by Seller in connection with this Agreement, nor the consummation by the Seller of the contemplated transactions will (i) violate any statute, law or regulation, or any order, injunction or decree of any court or governmental authority; or (ii) require any authorization, consent, approval, or other action by any court or governmental agency.

(d) Entire Interest. The Individual Shares and the Trustee Shares represent all of the Seller's interest in the capital and assets of the Company (whether in his individual capacity, as Trustee or other fiduciary arrangement) and Seller does not hold any other shares of capital stock in the Company except for the Individual Shares and the Trustee Shares.

4. Closing.

(a) Time and Place. The closing of the transaction contemplated by this Agreement (the "Closing") shall take place simultaneously with the execution of this Agreement at such place as the parties hereto shall agree. Such date is referred to in this Agreement as the "Closing Date."

(b) Documents to be Delivered by Seller. At the Closing, Seller shall deliver to the Company certificates representing the Shares as described in Section 4.1(a) hereof, duly endorsed in blank or accompanied by duly executed stock powers.

(c) Documents to be Delivered by Purchaser. At the Closing, the Purchaser shall deliver to Seller the Purchase Price as set forth by Section 2 hereof.

5. Seller's Release. Seller, in his own capacity and as trustee, and for his agents, personal representatives, heirs, successors and assigns, and on behalf of any trust or beneficiaries he may represent as trustee (collectively, the "Releasing Parties") hereby release and forever discharge the Company, and its respective officers, directors, employees and agents, Purchaser, and his agents, personal representatives, heirs, successors and assigns (collectively, the "Released Parties") from and against and in respect of any and all claims, debts, damages, demands, costs, expenses, liabilities, actions or causes of action of every kind and nature whatsoever, both in law and in equity, which the Releasing Parties now have or ever had against the Released Parties, except for the obligations set forth in Section 2(b) hereof.

6. General Provisions.

(a) Choice of Law: Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without regard to conflict of laws principles.

(b) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all written or oral representations, warranties, commitments and other understandings between the parties.

(c) Expenses. Each party hereto will bear his respective costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

(d) Binding Effect: Assignment. This Agreement will be binding on the parties hereto, their personal and legal representatives, guardians, successors and assigns, and will inure to the benefit of such parties hereto, their personal and legal representatives, guardians, successors and assigns. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto.

(e) Amendment. This Agreement may be amended only by the written agreement of each of the parties hereto.

(f) Further Assurances. Upon the request of Purchaser, the Seller will execute and deliver such documents, instruments and consents and take such other actions as requested by Purchaser in order to consummate more effectively the transactions contemplated hereby.

(g) Counterparts. This Agreement may be executed in counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as of the day and year first above written.

Paul Harris

Nicole Kudof

F. Lazare

FRANCOIS LAZARE

Paul Harris

Nicole Kudof

F. Lazare

FRANCOIS LAZARE, TRUSTEE

Paul Harris

Nicole Kudof

Morteza Hosseini-Kargar

MORTEZA HOSSEINI-KARGAR
TRUSTEE

STOCK TRANSFER POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to MORTEZA HOSSEINI-KARGAR ("Purchaser") Three Hundred Forty (340) shares of the common stock of PLANTATION BAY UTILITY CO., a Florida corporation ("Corporation") standing in the name of the undersigned on the books of Corporation represented by certificate number 10 and does hereby irrevocably appoint _____ as attorney in fact to transfer the shares of such stock to Purchaser on the books of Corporation.

Dated:

2003

Paul L. Ferris
Nick Kulof

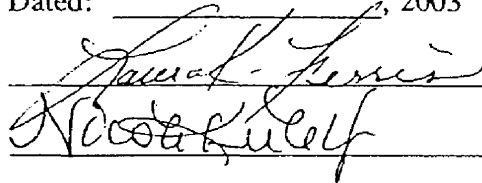
F. Lazare

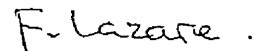
FRANCOIS LAZARE

STOCK TRANSFER POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to MORTEZA HOSSEINI-KARGAR ("Purchaser") Four Hundred Thirty-Eight (435) shares of the common stock of PLANTATION BAY UTILITY CO., a Florida corporation ("Corporation") standing in the name of the undersigned on the books of Corporation represented by certificates numbered 11, 12 and 13 and does hereby irrevocably appoint _____ as attorney in fact to transfer the shares of such stock to Purchaser on the books of Corporation.

Dated: _____, 2003





FRANCOIS LAZARE, TRUSTEE

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared MICHELE PARKS, who, after being duly sworn on oath, did depose on oath and say that she is the Legal Assistant to Martin S. Friedman, who is the attorney for Plantation Bay Utility Co., and that she did send by first class U.S. Mail on December 9, 2005, a copy of the Notice attached hereto to each of the entities set forth on the list attached hereto on

FURTHER AFFIANT SAYETH NAUGHT.


MICHELE PARKS

Sworn to and subscribed before me this the 9th day of December, 2005, by MICHELE PARKS, who is personally known to me.



Brian J. Street
Commission # DD440465
Expires June 13, 2009
Bonded Troy Fair - Insurance, Inc. 800-345-7019

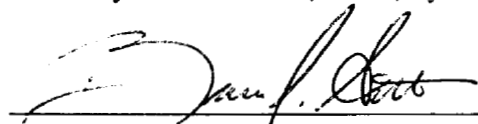

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: BRIAN J STREET
My Commission Expires: June 13, 2009

EXHIBIT "B"

NOTICE OF APPLICATION FOR A TRANSFER
OF MAJORITY ORGANIZATIONAL CONTROL
LEGAL NOTICE

Notice is hereby given on December 9, 2005, pursuant to Section 367.071, Florida Statutes, of the application for transfer of majority organizational control of PLANTATION BAY UTILITY CO. The purpose of the Application is to request approval of the transfer of 775 shares held by Mr. Francois Lazare to Mr. Morteza Hosseini-Kargar.

THIS APPLICATION IS NOT A REQUEST TO CHANGE THE RATES OF THE UTILITY.

Any objection to the said application must be made in writing and filed within thirty (30) days from this date to the Director, Division of Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oaks Boulevard, Tallahassee, FL 32399-0850. A copy of said objection may be mailed to the attorney for the Applicant who is: Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, Sanlando Center, 2180 W. State Road 434, Suite 2118, Longwood, Florida, 32779.

Plantation Bay Utility Co.
100 Plantation Bay Drive
Ormond Beach, Florida 32174

**LIST OF WATER AND WASTEWATER UTILITIES IN FLAGLER COUNTY
(VALID FOR 60 DAYS)
12/06/2005 - 02/03/2006**

UTILITY NAME

FLAGLER COUNTY

MANAGER

PLANTATION BAY UTILITY CO. (WS479)
2379 BEVILLE ROAD
DAYTONA BEACH, FL 32119-8720

DOUG ROSS
(386) 437-9185

**LIST OF WATER AND WASTEWATER UTILITIES IN FLAGLER COUNTY
(VALID FOR 60 DAYS)
12/06/2005 - 02/03/2006**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, FLAGLER COUNTY
P. O. DRAWER 787
BUNNELL, FL 32110-0787

DEP NORTHEAST DISTRICT
7825 BAYMEADOWS WAY, SUITE 300B
JACKSONVILLE, FL 32256-7577

MAYOR, CITY OF BUNNELL
P. O. BOX 756
BUNNELL, FL 32110-0756

MAYOR, CITY OF FLAGLER BEACH
P. O. BOX 70
FLAGLER BEACH, FL 32136-0070

MAYOR, TOWN OF BEVERLY BEACH
2770 OCEANSHORE BLVD.
BEVERLY BEACH, FL 32136-2746

MAYOR, TOWN OF MARINELAND
9507 OCEAN SHORE BLVD.
MARINELAND, FL 32086-9602

N.E. FLORIDA REGIONAL PLANNING COUNCIL
6850 BELFORD OAKS PLACE
JACKSONVILLE, FL 32216

ST. JOHNS RIVER WTR. MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

**LIST OF WATER AND WASTEWATER UTILITIES IN FLAGLER COUNTY
(VALID FOR 60 DAYS)
12/06/2005 - 02/03/2006**

UTILITY NAME

STATE OFFICIALS

MANAGER

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

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

**LIST OF WATER AND WASTEWATER UTILITIES IN VOLUSIA COUNTY
(VALID FOR 60 DAYS)
12/06/2005 - 02/03/2006**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>VOLUSIA COUNTY</u>	
FARMTON WATER RESOURCES LLC (WU859) 1625 MAYTOWN ROAD OSTEEN, FL 32764	F. MARSHALL DETERDING (850) 877-6555
FLORIDA WATER SERVICES CORPORATION (WS548) P. O. BOX 609520 ORLANDO, FL 32860-9520	CARLYN KOWALSKY (407) 598-4297
NORTH PENINSULA UTILITIES CORPORATION (SU615) P. O. BOX 2803 ORMOND BEACH, FL 32175-2803	ROBERT HILLMAN (386) 677-6127
TYMBER CREEK UTILITIES, INCORPORATED (WS246) 1951 WEST GRANADA BLVD. ORMOND BEACH, FL 32174-6740	STEVE P. SHIRAH (386) 677-5702

**LIST OF WATER AND WASTEWATER UTILITIES IN VOLUSIA COUNTY
(VALID FOR 60 DAYS)
12/06/2005 - 02/03/2006**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

COUNTY MANAGER/CLERK, VOLUSIA COUNTY
123 WEST INDIANA AVENUE
DELAND, FL 32720-4612

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

EAST CENTRAL FLORIDA PLANNING COUNCIL
631 NORTH WYMORE ROAD, SUITE 100
MAITLAND, FL 32751

MAYOR, CITY OF DAYTONA BEACH
P. O. BOX 2451
DAYTONA BEACH, FL 32115-2451

MAYOR, CITY OF DAYTONA BEACH SHORES
3050 SOUTH ATLANTIC AVENUE
DAYTONA BEACH SHORES, FL 32118-6159

MAYOR, CITY OF DELAND
% CITY HALL
120 SOUTH FLORIDA AVENUE
DELAND, FL 32720-5422

MAYOR, CITY OF DELTONA
DELTONA MUNICIPAL COMPLEX
2345 PROVIDENCE BLVD.
DELTONA, FL 32725-1806

MAYOR, CITY OF EDGEWATER
P. O. BOX 100
EDGEWATER, FL 32132-0100

MAYOR, CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117-2898

MAYOR, CITY OF LAKE HELEN
P. O. BOX 39
LAKE HELEN, FL 32744-0039

MAYOR, CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FL 32168-7040

**LIST OF WATER AND WASTEWATER UTILITIES IN VOLUSIA COUNTY
(VALID FOR 60 DAYS)
12/06/2005 - 02/03/2006**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

MAYOR, CITY OF OAK HILL
234 SOUTH U.S. HIGHWAY 1
OAK HILL, FL 32759-9647

MAYOR, CITY OF ORMOND BEACH
P. O. BOX 277
ORMOND BEACH, FL 32175-0277

MAYOR, CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32119-9619

MAYOR, CITY OF SOUTH DAYTONA
P. O. BOX 214960
SOUTH DAYTONA, FL 32121

MAYOR, TOWN OF ORANGE CITY
205 EAST GRAVES AVENUE
ORANGE CITY, FL 32763-5213

MAYOR, TOWN OF PIERSON
106 NORTH CENTER STREET
PIERSON, FL 32180-2219

MAYOR, TOWN OF PONCE INLET
4680 SOUTH PENINSULA DRIVE
PONCE INLET, FL 32019

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

**LIST OF WATER AND WASTEWATER UTILITIES IN VOLUSIA COUNTY
(VALID FOR 60 DAYS)
12/06/2005 - 02/03/2006**

UTILITY NAME

STATE OFFICIALS

MANAGER

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

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

EXHIBIT "C"

Affidavit of Mailing - Customers

(To be late filed)

EXHIBIT "D"

Affidavit of Publication

(To be late filed)