

FLORIDA PUBLIC SERVICE COMMISSION

INSTRUCTIONS FOR COMPLETING
APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER OF
CERTIFICATE OR FACILITIES

060636-50

(Section 367.071, Florida Statutes)

General Information

The attached form has been prepared by the Florida Public Service Commission to aid utilities under its jurisdiction to file information required by Chapter 367, Florida Statutes, and Chapter 25-30, Florida Administrative Code. Any questions regarding this form should be directed to the Division of Economic Regulation, Bureau of Certification, Economics and Tariffs (850) 413-6900.

Instructions

1. Fill out the attached application form completely and accurately.
2. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A.". Do not leave any items blank.
3. Notarize the completed application form.
4. Remit the proper filing fee pursuant to Rule 25-30.020, Florida Administrative Code, with the application.
5. Return the utility's original certificate(s) with the application.
6. The **original and five copies** of the completed application and attached exhibits; the **original and two copies** of proposed tariff sheets; the proper filing fee; and the original certificate(s) should be mailed to:

Director, Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

*Original Tariff + CERT
forwarded to ECR*

DOCUMENT NUMBER-DATE

08630 SEP 19 8

FPSC-COMMISSION CLERK

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SCIENCE AND INDUSTRY INT'L INC.
5036 SW 88TH TER.
COOPER CITY, FL 33328-3617

80-568/1012

4650

Date 9/16/2006

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APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale,
assignment or transfer of all of Wastewater Certificate No.
020930-SU facilities in Brevard 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 applicant:

COLONY PARK UTILITIES, INC.

Name of utility :

(954) 721-2822

Phone No.

(954) 721-2855

Fax No.

6786 MANGROVE DRIVE,

Office street address

Merritt Island, Florida 32953

City State Zip Code

Mailing address if different from street address

3116 HIBISCUS CIRCLE, TAMARAC, FL 33321

Internet address if applicable

philip_p_young@msn.com

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

ARTHUR ROGOW 954-721-2822
Name Phone No.

8116 HIBISCUS CIRCLE,
Street address

TAMARAC, FL 33321
City State Zip Code

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

COLONY PARK UTILITIES, INC.
Name of utility

(321) 453-1400 (321) 453-3067
Phone No. Fax No.

6786 MANGROVE DRIVE,
Office street address

Merritt Island, Florida 32953
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.

MICHAEL ABRAMOWITZ, PRSIDENT.
6786 MANGROVE DR, MERRITT ISLAND, FL

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit 1 - A statement 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 the Division of the Commission Clerk and Administrative Services;
- (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:

_____ (for water) and \$ 750 (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**.

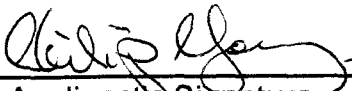
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500**.
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250**.
- (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. Or, where 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 sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**
- C) Exhibit N/A - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).


PART VI AFFIDAVIT

I PHILIP YOUNG (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: 
Applicant's Signature
PHILIP YOUNG
Applicant's Name (Typed)
V.P.
Applicant's Title *

Subscribed and sworn to before me this 29 day in the month of
JUNE in the year of 2005 by PHILIP YOUNG
who is personally known to me X or produced identification

Type of Identification Produced


Notary Public's Signature
Rhonda A. Bell
Commission # DD353501
Expires: SEP. 08, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

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.

LEGAL NOTICE FOR

APPLICATION FOR TRANSFER OF CERTIFICATE

(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on (Date) , pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No. N/A and/or Wastewater Certificate No. WS-03-0025 held by (COLONY PARK UTILITIES, INC.) from Eileen Rogow to Michael Abramowitz , providing service to the following described territory in Brevard , Florida.

In Township 23 South, Range 36 East, Brevard County, Florida

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk & Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

(COLONY PARK UTILITIES, INC.)

Name of utility :

(954) 721-2822

Phone No.

(954) 721-2855

Fax No.

6786 MANGROVE DRIVE,

Office street address

Merritt Island, Florida 32953

City State Zip Code

**SECTION 367.071, FLORIDA STATUTES
SALE, ASSIGNMENT, OR TRANSFER OF CERTIFICATE OF
AUTHORIZATION, FACILITIES, OR CONTROL**

(1) No utility shall sell, assign, or transfer its certificate of authorization, facilities or any portion thereof, or majority organizational control without determination and approval of the commission that the proposed sale, assignment, or transfer is in the public interest and that the buyer, assignee, or transferee will fulfill the commitments, obligations, and representations of the utility. However, a sale, assignment, or transfer of its certificate of authorization, facilities or any portion thereof, or majority organizational control may occur prior to commission approval if the contract for sale, assignment, or transfer is made contingent upon commission approval.

(2) The commission may impose a penalty pursuant to s. 367.161 when a transfer occurs prior to approval by the commission. The transferor remains liable for any outstanding regulatory assessment fees, fines, or refunds of the utility.

(3) An application for proposed sale, assignment, or transfer shall be accompanied by a fee as provided by s. 367.145. No fee is required to be paid by a governmental authority that is the buyer, assignee, or transferee.

(4) An application shall be disposed of as provided in s. 367.045, except that:

(a) The sale of facilities, in whole or part, to a governmental authority shall be approved as a matter of right; however, the governmental authority shall, prior to taking any official action, obtain from the utility or commission with respect to the facilities to be sold the most recent available income and expense statement, balance sheet, and statement of rate base for regulatory purposes and contributions-in-aid-of-construction. Any request for rate relief pending before the commission at the time of sale is deemed to have been withdrawn. Interim rates, if previously approved by the commission, must be discontinued, and any money collected pursuant to interim rate relief must be refunded to the customers of the utility with interest.

(b) When paragraph (a) does not apply, the commission shall amend the certificate of authorization as necessary to reflect the change resulting from the sale, assignment, or transfer.

(5) The commission by order may establish the rate base for a utility or its facilities or property when the commission approves a sale, assignment, or transfer thereof, except for any sale, assignment, or transfer to a governmental authority.

(6) Any person, company, or organization that obtains ownership or control over any system, or part thereof, through foreclosure of a mortgage or other encumbrance, shall

continue service without interruption and may not remove or dismantle any portion of the system previously dedicated to public use which would impair the ability to provide service, without the express approval of the commission. This provision may be enforced by an injunction issued by a court of competent jurisdiction.

History: s. 1, ch. 71-278; s. 3, ch. 76-168; s. 1, ch. 77-457; ss. 9, 25, 26, ch. 80-99; ss. 2, 3, ch. 81-318; ss. 7, 15, ch. 82-25; ss. 6, 26, 27, ch. 89-353; s. 2, ch. 90-166; s. 4, ch. 91-429; s. 5, ch. 99-319.

CHAPTER 25-30.020, F.A.C.
FEEES REQUIRED TO BE PAID BY WATER AND WASTEWATER UTILITIES

(1) When a utility files any application for a certificate of authorization pursuant to sections 367.045, 367.071 and 367.171, Florida Statutes, or files any request for a rate change pursuant to sections 367.081, 367.0814 and 367.0822, Florida Statutes (except an index or pass-through), or files for authorization to collect or change service availability charges pursuant to section 367.101, Florida Statutes, the utility shall remit a fee to the Commission's Director of the Commission Clerk & Administrative Services. A separate fee shall apply for water service and wastewater service. A separate fee shall also apply for each section listed above. For purposes of this rule, capacity is determined by combining the capacities of all systems included in the application. For purposes of this rule, an equivalent residential connection (ERC) is 350 gallons per day (gpd) for water service and 280 gallons per day (gpd) for wastewater service.

(2) The amount of the fee to be filed pursuant to subsection (1) of this rule shall be as follows:

(a) For an original certificate application filed pursuant to Section 367.045, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with the existing or proposed capacity to serve up to 500 ERCs, \$750;
2. For utilities with the existing or proposed capacity to serve from 501 to 2,000 ERCs, \$1,500;
3. For utilities with the existing or proposed capacity to serve from 2,001 to 4,000 ERCs, \$2,250;
4. For utilities with the existing or proposed capacity to serve more than 4,000 ERCs, \$3,000.

(b) For an application for extension or deletion of territory filed pursuant to Section 367.045, Florida Statutes, the amount of the fee shall be as follows:

1. For applications in which the area to be extended or deleted has the proposed capacity to serve up to 100 ERCs, \$100;
2. For applications in which the area to be extended or deleted has the proposed capacity to serve from 101 to 200 ERCs, \$200;
3. For applications in which the area to be extended or deleted has the proposed capacity to serve from 201 to 500 ERCs, \$500;
4. For applications in which the area to be extended or deleted has the proposed capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For applications in which the area to be extended or deleted has the proposed capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For applications in which the area to be extended or deleted has the

proposed capacity to serve more than 4,000 ERCs, \$2,250.

(c) For an application for transfer or change in majority organizational control filed pursuant to Section 367.071, Florida Statutes, the amount of the fee shall be as follows:

1. For applications in which the utility to be transferred has the capacity to serve up to 500 ERCs, \$750;
2. For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERCs, \$1,500;
3. For applications in which the utility to be transferred has the capacity to serve from 2,001 to 4,000 ERCs, \$2,250;
4. For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERCs, \$3,000.

(d) For an application for a grandfather certificate filed pursuant to Section 367.171, Florida Statutes, the amount of the fee shall be as follows:

1. For applications in which the utility has the capacity to serve up to 100 ERCs, \$100;
2. For applications in which the utility has the capacity to serve from 101 to 200 ERCs, \$200;
3. For applications in which the utility has the capacity to serve from 201 to 500 ERCs, \$500;
4. For applications in which the utility has the capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For applications in which the utility has the capacity to serve more than 4,000 ERCs, \$2,250.

(e) For file and suspend rate cases filed pursuant to Section 367.081, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with the existing capacity to serve up to 500 ERCs, \$1,000;
2. For utilities with the existing capacity to serve from 501 to 2,000 ERCs, \$2,000;
3. For utilities with the existing capacity to serve from 2,001 to 4,000 ERCs, \$3,500;
4. For utilities with the existing capacity to serve more than 4,000 ERCs, \$4,500.

(f) For staff-assisted rate cases filed pursuant to Section 367.0814, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with the existing capacity to serve up to 100 ERCs, \$200;
2. For utilities with the existing capacity to serve from 101 to 200 ERCs, \$500;

3. For utilities with the existing capacity to serve more than 200 ERCs, \$1,000.

(g) For an application for a limited proceeding pursuant to Section 367.0822, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with the existing capacity to serve up to 100 ERCs, \$100;
2. For utilities with the existing capacity to serve from 101 to 200 ERCs, \$200;
3. For utilities with the existing capacity to serve from 201 to 500 ERCs, \$500;
4. For utilities with the existing capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For utilities with the existing capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For utilities with the existing capacity to serve more than 4,000 ERCs, \$2,250.

(h) For an application for approval of charges or conditions for service availability filed pursuant to section 367.101, Florida Statutes, the amount of the fee shall be as follows:

1. For utilities with existing and proposed capacity to serve up to 100 ERCs, \$100;
2. For utilities with existing and proposed capacity to serve from 101 to 200 ERCs, \$200;
3. For utilities with existing and proposed capacity to serve from 201 to 500 ERCs, \$500;
4. For utilities with existing and proposed capacity to serve from 501 to 2,000 ERCs, \$1,000;
5. For utilities with existing and proposed capacity to serve from 2,001 to 4,000 ERCs, \$1,750;
6. For utilities with existing and proposed capacity to serve more than 4,000 ERCs, \$2,250.

Specific Authority: 350.127(2) and 367.121(1), F.S.

Law Implemented: 367.045(1)(d), (2)(e), 367.071(3), 367.081(5), 367.0822(2), 367.101(2), 367.145 and 367.171(2)(b), F.S. History: New 10/29/80, Formerly 25-10.11, Transferred from 25-10.011 and Amended 11/9/86, 11/30/93.

**CHAPTER 25-30.025, F.A.C.
OFFICIAL DATE OF FILING**

(1) The "official date of filing" is the date on which the Director of the Division of Economic Regulation determines the utility has filed completed sets of the minimum filing requirements (MFRs), including testimony that may be required by Rule 25-30.436(2) and payment of the appropriate filing fee to the Director, Division of the Commission Clerk & Administrative Services.

(2) The Director of the Division of Economic Regulation shall determine the official date of filing for any utility's application and advise the applicant. The Commission shall resolve any dispute regarding the official date of filing.

Specific Authority: 367.121(1), F.S.

Law Implemented: 367.083, F.S.

History: New 3/26/81, Formerly 25-10.12, Transferred from 25-10.012, Amended 11/9/86, 11/30/93.

**CHAPTER 25-30.030, F.A.C.
NOTICE OF APPLICATION**

(1) When a utility applies for a certificate of authorization, an extension or deletion of its service area, or a sale, assignment or transfer of its certificate of authorization, facilities or any portion thereof or majority organizational control, it shall provide notice of its application in the manner and to the entities described in this section.

(2) Before providing notice in accordance with this section, a utility shall obtain from the Commission a list of the names and addresses of the municipalities, the county or counties, the regional planning council, the Office of Public Counsel, the Commission's Director of the Commission Clerk and Administrative Services Division, the appropriate regional office of the Department of Environmental Protection, the appropriate water management district, and 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. In addition, if any portion of the proposed territory is within one mile of a county boundary, the utility shall obtain from the Commission a list of the names and addresses of the privately-owned utilities located in the bordering counties and holding a certificate granted by the Commission. The utility's request for the list shall include a complete legal description of the territory to be requested in the application that includes:

(a) a reference to township(s), range(s), land section(s) and county; and
(b) a complete and accurate description of the territory served or proposed to be served in one of the following formats. The description may reference interstates, state roads, and major bodies of water. The description shall not rely on references to government lots, local streets, recorded plats or lots, tracts, or other recorded instruments.

1. Sections: If the territory includes complete sections, the description shall only include the township, range, and section reference. If the territory includes partial sections, the description shall either identify the subsections included or excluded.

2. Metes and bounds: A point of beginning which is referenced from either a section corner or a subsection corner, such as a quarter corner. The perimeter shall be described by traversing the proposed territory and closing at the point of beginning. The description shall include all bearings and distances necessary to provide a continuous description.

(3) The notice shall be appropriately styled:

(a) Notice of Application for an Initial Certificate of Authorization for Water, Wastewater, or Water and Wastewater Certificate;

- (b) Notice of Application for an Extension of Service Area;
- (c) Notice of Application for Deletion of Service Area;
- (d) Notice of Application for a Transfer of Water, Wastewater, or Water and Wastewater Certificate(s); or
- (e) Notice of Application for a Transfer of Majority Organizational Control.

- (4) The notice shall include the following:
 - (a) the date the notice is given;
 - (b) the name and address of the applicant;
 - (c) a description, using township, range and section references, of the territory proposed to be either served, added, deleted, or transferred; and
 - (d) a statement that any objections to the application must be filed with the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870, no later than 30 days after the last date that the notice was mailed or published, whichever is later.

- (5) Within 7 days of filing its application, the utility shall provide a copy of the notice by regular mail to:
 - (a) the governing body of the county in which the utility system or the territory proposed to be served is located;
 - (b) the governing body of any municipality contained on the list obtained pursuant to (2) above;
 - (c) the regional planning council designated by the Clean Water Act, 33 U.S.C. 1288(2);
 - (d) all water or wastewater utilities contained on the list(s) obtained pursuant to (2) above;
 - (e) the Office of Public Counsel;
 - (f) the Director of the Commission Clerk and Administrative Services Division;
 - (g) the appropriate regional office of the Department of Environmental Protection; and
 - (h) the appropriate Water Management District.

- (6) No sooner than 21 days before the application is filed and no later than 7 days after the application is filed, the utility shall also provide a copy of the Notice, by regular mail or personal service, to each customer, of the system to be certificated, transferred, acquired, or deleted.

- (7) The Notice shall be published once in a newspaper of general circulation in the territory proposed to be served, added, deleted, or transferred. The publication shall be within 7 days of filing the application.

- (8) A copy of the notice(s) and list of the entities receiving notice pursuant to this rule shall accompany the affidavit required by sections 367.045(1) (e) and (2) (f),

Florida Statutes. The affidavit shall be filed no later than 15 days after filing the application.

(9) This rule does not apply to applications for grandfather certificates filed under section 367.171, Florida Statutes, or to applications for transfers to governmental authorities filed under Section 367.071, Florida Statutes, or to name changes.

Specific Authority: 367.121(1), F.S.

Law Implemented: 367.031, 367.045, 367.071, F.S.

History: New 4/5/81, formerly 25-10.061, Transferred from 25-10.0061 and Amended 11/9/86, Amended 1/27/91, Amended 11/30/93.

**CHAPTER 25-30.031, F.A.C.
WRITTEN OBJECTION**

(1) A written objection to a Notice of Application is timely if it is filed within 30 days after the last day that the Notice is mailed or published by the applicant, whichever is later.

(2) A written objection must state the grounds for the objection with particularity.

Specific Authority: 367.121(1), F.S.

Law Implemented: 367.045, F.S.

History: New 11/9/86. Amended 1/27/91.

**CHAPTER 25-30.032, F.A.C.
APPLICATIONS**

(1) Each utility subject to regulation by the Commission shall apply for an initial certificate of authorization, amendment to an existing certificate of authorization, transfer, or name change by filing a completed application and 12 copies, in accordance with either 25-30.033, 25-30.034, 25-30.035, 25-30.036, 25-30.037(1) or (2), or 25-30.039, F.A.C. However, a utility shall apply for a transfer to a governmental authority by filing a completed application and two copies, in accordance with Rule 25-30.037 (3) and (4), F.A.C. The application shall be filed with the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870. Sample application forms may be obtained from the Division of Economic Regulation, Bureau of Certification, Economics and Tariffs, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850.

(2) A utility may file combined applications if it is applying for certificates of authorization or any amendments thereto for both water and wastewater systems; however, the utility shall remit a separate application fee for each service. The Commission will treat a combined application as if a separate application had been filed for each service.

(3) The official filing date of an application for an original certificate, any amendment to an existing certificate, or any transfer shall be the date a completed application is filed with the Division of Economic Regulation, except that the noticing requirements set forth in Rule 25-30.030, F.A.C., do not need to be completed at that time. If, however, the utility has not completed the noticing within the time limits prescribed by Rule 25-30.030, F.A.C., the official filing date shall be the date the noticing is complete.

Specific Authority: 367.121, F.S.

Law Implemented: 367.031, 367.045, 367.071, F.S.

History: New 1/27/91, Amended 11/30/93.

CHAPTER 25-30.037, F.A.C.
APPLICATION FOR AUTHORITY TO TRANSFER

(1) This rule applies to any application for the transfer of an existing water or wastewater system, regardless of whether service is currently being provided. This rule does not apply where the transfer is of an exempt or non-jurisdictional system and will result in the system continuing to be exempt from or not subject to Commission jurisdiction. The application for transfer may result in the transfer of the seller's existing certificate, amendment of the buyer's certificate or granting an initial certificate to the buyer.

(2) Each application for transfer of certificate of authorization, facilities or any portion thereof, to a non-governmental entity shall include the following information:

- (a) the complete name and address of the seller;
- (b) the complete name and address of the buyer;
- (c) the nature of the buyer's business organization, i.e., corporation, partnership, limited partnership, sole proprietorship, or association;
- (d) the name(s) and address(es) of all of the buyer's corporate officers, directors, partners or any other person(s) who will own an interest in the utility;
- (e) the date and state of incorporation or organization of the buyer;
- (f) the names and locations of any other water or wastewater utilities owned by the buyer;
- (g) a copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:
 - 1. purchase price and terms of payment;
 - 2. a list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities; and
 - 3. a description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

- (h) the contract for sale shall also provide for the disposition, where applicable, of the following:
 - 1. customer deposits and interest thereon;
 - 2. any guaranteed revenue contracts;
 - 3. developer agreements;
 - 4. customer advances;
 - 5. debt of the utility;
 - 6. leases;
- (i) a statement describing the financing of the purchase;
- (j) a statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water 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;
- (k) a list of all entities upon which the applicant is relying to 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;
- (l) the proposed net book value of the system as of the date of the proposed transfer. If rate base has been established by this Commission, state the order number and date issued and identify all adjustments made to update this rate base to the date of transfer;
- (m) a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested;
- (n) if the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records;
- (o) a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns;

- (p) 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 Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard 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 violation, 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 to make them;
- (q) evidence that the utility owns the land upon which the utility treatment facilities are located, or a copy of an agreement which provides for the continued use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative;
- (r) a statement regarding the disposition of any outstanding regulatory assessment fees, fines, or refunds owed;
- (s) the original and two copies of sample tariff sheets reflecting the change in ownership; and
- (t) the utility's current certificate(s), or if not available, provide an explanation of the steps the applicant took to obtain the certificate(s).

Specific Authority: 367.121, F.S.

Law Implemented: 367.071 F.S.

History: New 1/27/91, Amended 11/30/93.

Exhibit 1

A statement 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.

Transfer of ownership of both Colony Park Mobile Home Village and Colony Park Utilities, Inc. is required; not one entity without another. The approval of the transfer will serve the public interest best. The approximate 500 families will continuous to have their wastewater collected uninterrupted in a proper manor, as it has been for many years.

If there is not approval of the name change, and the wastewater treatment plant is closed, where will the sewage go? The public interest then will not be served at all!

The Buyer and Seller have closed the sale contract of Colony Park Mobile Home Village on 6/29/2006. The buyer had obtained all the necessary financing, and in operation of the waste water treatment plant since that day. The City of Cocoa continue to collect the monthly fee on behalf of Park Utilities, Inc., and Buyer have been receiving the income. There have not been any operational violet from DEP, and the plant is in fine condition.

The paper work for Colony Park Utilities, Inc. will be finalized pending PSC approval, as stated in the sales contract.

Exhibit 2

- A copy of the purchase agreement.

FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

As Is Contract For Sale and Purchase

"As Is"

05.28.05

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

PARTIES: Colony Park Mobil Home Village Inc & Colony Park Utilities Inc ("Seller"), Michael Abramowitz and/or Associates ("Buyer")

whereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

DESCRIPTION:

(a) Legal description of the Real Property located in County, Florida: To be determined from survey. Property consists of 27 acres +/- and 199 mobile home lots, together with a sewer plant on five additional acres +/- owned by Colony Park Utilities, Inc.

(b) Street address, city, zip, of the Property:

(c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixtures(s), and window treatment(s) unless specifically excluded below.

Other items included are: 81 Mobile homes, all laundry equipment and apparatus, and all equipment and machinery located at the Mobile Home Park

Items of Personal Property (and leased items, if any) excluded are: None

Table with 2 columns: Description and Amount. Includes PURCHASE PRICE (4,500,000.00), PAYMENT (5,000.00), and other financing details.

II. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE: (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before February 21, 2005, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn.

(b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer.

V. FINANCING: SEE ADDENDUM FINANCING (a) This is a cash transaction with no contingencies for financing; (b) This Contract is contingent on Buyer obtaining approval of a loan ("Loan Approval") within 40 days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): [X] a fixed; [] an adjustable; or [] a fixed or adjustable rate loan...

TITLE EVIDENCE: (CHECK ONLY ONE): [X] (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or [] (2) Buyer at Buyer's expense.

(CHECK HERE): [] If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

CLOSING DATE: This transaction shall be closed and the closing documents delivered on May 20, 2005 ("Closing"), unless modified by other provisions of this Contract.

RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record

C

62 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side
63 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see
64 addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for operation of a
65* 199 unit mobile home park and sewer plant purpose(s).

66 **VII. OCCUPANCY:** Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
67 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.
68 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
69 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

70 **IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions, riders and addenda shall control all printed pro-
71 visions of this Contract in conflict with them.

72* **X. ASSIGNABILITY: (CHECK ONLY ONE):** Buyer may assign and thereby be released from any further liability under this Contract; may
73* assign but not be released from liability under this Contract; or may not assign this Contract.

74 **XI. DISCLOSURES:**

75* (a) CHECK HERE if the Property is subject to a special assessment lien imposed by a public body payable in installments which
76* continue beyond Closing and, if so, specify who shall pay amounts due after Closing: Seller Buyer Other (see addendum).

77* (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-
78 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
79 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

80 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
81 regarding mold, Buyer should contact an appropriate professional.

82 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating information Brochure required by Section 553.996, F.S.

83 (e) If the real property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

84 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

85 (g) **BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-
86 TION/COMMUNITY DISCLOSURE.**

87 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
88 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-
89 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
90 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

91 **XII. MAXIMUM REPAIR COSTS: DELETED**

92* **XIII. HOME WARRANTY:** Seller Buyer N/A will pay for a home warranty plan issued by _____
93* at a cost not to exceed \$ _____

94* **XIV. INSPECTION PERIOD AND RIGHT TO CANCEL:** (a) Buyer shall have 40 days from Effective Date ("Inspection Period") within
95 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the
96 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage
97 to and restoration of the Property resulting from such inspections; and (c) if Buyer determines, in Buyer's sole discretion, that the
98 condition of the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering written notice of such election
99 to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be imme-
100 diately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as
101 provided in this Paragraph XIV. The above provision (b) shall survive termination of this Contract.

102 **XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK** those riders which are applicable AND are attached to and made part of this Contract:

103* CONDOMINIUM VAFHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE

104* INSULATION Other Comprehensive Rider Provisions Addenda

105* Special Clause(s): See Addendum Attached Hereto and Incorporated Herein By Reference
106*
107*

108 **XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards):** Buyer and Seller acknowledge receipt of a copy of "AS
109 IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

110 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
111 SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

112 **THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.**
113 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a
114 particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining
115 positions of all interested persons.

116 **AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.**

117* Michael Abramowitz 2/19/05 Colony Park Mobil Home Village 2/19/05
118 (BUYER) (DATE) (SELLER) Colony Park Mobil Home Village (DATE)

119* _____ 2/19/05 _____
120 (BUYER) (DATE) (SELLER) Colony Park Utilities Inc (DATE)

121* Buyer's address for purposes of notice _____ Seller's address for purposes of notice _____
122* _____

123* _____ Phone _____ Phone _____

124 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
125 this Contract:

126 Name: _____
127 Cooperating Brokers, if any _____ Listing Broker _____

C

"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS

128. **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer,
 129 an owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained
 130 in Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopt-
 131 ed by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is
 132 found defective, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the
 133 defects, failing which Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reason-
 134 able period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall
 135 be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable,
 136 use diligent effort to correct defect(s) within the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the
 137 defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title
 138 Commitment and it is delivered to Buyer less than 5 days prior to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt
 139 to examine same in accordance with this "AS IS" Standard.
 140
 141 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
 142 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
 143 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
 144 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
 145 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
 146 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
 147 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
 148 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
 149 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
 150 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.
 151
 152 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certi-
 153 fied by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback
 154 lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.
 155
 156 **D. WOOD DESTROYING ORGANISMS: DELETED**
 157
 158 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
 159 in Paragraph VII hereof and title to the Real Property is insurable in accordance with "AS IS" Standard A without exception for lack of legal right of access.
 160
 161 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
 162 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
 163 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
 164 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
 165 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.
 166
 167 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
 168 claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
 169 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
 170 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
 171 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
 172 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.
 173
 174 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
 175 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.
 176
 177 **I. TIME:** In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays shall be excluded. Any time periods provided
 178 for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Time is of the essence in this Contract.
 179
 180 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leas-
 181 es, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.
 182
 183 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
 184 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
 185 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage, deed and financing statements shall be paid by Buyer.
 186 Unless otherwise provided by law or rider to this Contract, charges for the following related title services, namely title evidence, title examination, and closing
 187 fee (including preparation of closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.
 188
 189 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
 190 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be
 191 increased or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance
 192 rent and security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current
 193 year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's mill-
 194 age is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assess-
 195 ment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing,
 196 which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assess-
 197 ment to be agreed upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into
 198 account available exemptions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.
 199
 200 **M. SPECIAL ASSESSMENT LIENS:** Except as set forth in Paragraph XI(a), certified, confirmed and ratified special assessment liens imposed by public bod-
 ies as of Closing are to be paid by Seller. Pending liens as of Closing shall be assumed by Buyer. If the improvement has been substantially completed as of
 Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate
 or assessment for the improvement by the public body.
 201
 202 **N. INSPECTION AND REPAIR: DELETED**
 203
 204 **O. RISK OF LOSS:** If the Property is damaged by fire or other casualty before Closing and cost of restoration does not exceed 1.5% of the Purchase Price,
 205 cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract with restoration costs escrowed at Closing.
 206 If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with either the 1.5% or any insurance pro-
 207 ceeds payable by virtue of such loss or damage, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this
 208 Contract.
 209
 210 **P. CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841,
 F.S., as amended, the escrow and closing procedure required by this "AS IS" Standard shall be waived. Unless waived as set forth above the following clos-



AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

ing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, though no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and recover the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale;

209 O. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any monies previously deposited out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent represents the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for negligence or for negligence of Agent.

220 Contract or gross negligence of Agent.

221 R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

222 S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all Deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims, whereupon, Buyer and Seller shall be relieved of all obligations under this Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller neglects or refuses to perform this Contract, Buyer may seek specific performance or deed to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

230 F. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and run to the benefit of the parties and their successors in interest. Whenever the contract permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Contract and any signature hereon shall be considered for all purposes as an original.

235 U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representatives, or grantor's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

238 V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

240 W. SELLER DISCLOSURE: (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer; (2) Seller estimates and intends no warranty and makes no representation of any type, either express or implied, as to a currently uncorrected building, environmental or safety code violation.

243 X. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including treatment contracts and warranties to Buyer at Closing.

248 Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property Under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

252 Z. BUYER WAIVER OF CLAIMS: Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved in the negotiation of the Contract, for any defects or other damage that may exist at Closing of the Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer.

ADDENDUM TO CONTRACT

This Addendum to Contract for Sale and Purchase (the "Addendum") made between Colony Park Mobile Home Village, Inc., and Colony Park Utilities, Inc., (hereinafter collectively referred to as "Sellers"), both Florida corporations, and Michael Abromavitz and/or assigns ("Buyer") (collectively the "Parties"), for the sale and purchase of that certain property located on in Merritt Island, County of _____, State of Florida, which property is commonly known as known as Colony Park Mobile Home Village, as more fully described on Exhibit "A" and that certain property commonly known as known as Colony Park Utilities, as more fully described on Exhibit "B" (such properties shall hereinafter be collectively referred to as the "Property").

Notwithstanding anything contained to the printed form of Contract for Sale and Purchase (including without limitation the hand written and typed in portions thereof) the parties do hereby agree as follows:

1. **OFFER.** The Contract and Addendum constitute an unsolicited offer by Buyer to Sellers. Sellers represents and warrants to Buyer, which warranty and representation is being relied upon by Buyer and is material to this transaction, that Sellers has not made any offer of the mobile home park for sale to the general public and therefore compliance with 723.071 F.S. is not required. This warranty and representation shall survive the closing of this transaction.

2. **FIRST MORTGAGE FINANCING:** Buyer's obligations under this contract are contingent on Buyer obtaining financing of a portion of the purchase price as set forth in the Contract. However, in the event Buyer is unable to obtain a commitment for a first mortgage (the "First Mortgage") in the principal amount of \$2,500,000.00 from a lending institution within 40 days from the Effective Date for the loan applied for by Buyer, and at the interest rate, costs, and terms applied for by Buyer, or in the event the Property does not appraise for the amount of the Purchase Price, or in the event, by no material fault of Buyer or Sellers, the lender does not fund the proceeds of the loan at time of closing, or in the event the Buyer is unable to comply with the terms of the loan commitment, then Buyer shall have the option to terminate this agreement and, if Buyer does so, the deposits paid hereunder shall be forthwith returned to Buyer, and thereafter all rights of Buyer and Sellers and to one another shall terminate without liability to either party, and this agreement will be of no further force or effect. Sellers agree to cooperate with Buyer lender, and to timely deliver to it such books, records, and information, as are requested by such lender. Buyer shall only be required to apply to one lender for the loan contemplated herein.

3. **SECOND PURCHASE MONEY MORTGAGE.** The following is added to Standard B of the Contract:

In addition to Buyer obtaining the First Mortgage, Buyer shall execute a purchase money note in favor of Sellers in the amount of \$1,500,000.00 (the "Note"). The Note shall (i) be secured by a purchase money second mortgage (the "Second Mortgage"), which shall be subordinate to the First Mortgage; (ii) accrue interest at a rate of seven percent (7.0%) per annum on the unpaid principal balance ; (iii) and shall be payable interest only monthly commencing

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one month following date of closing; and (iv) the Note shall mature and become fully due and payable in three (3) years from closing. The Note and mortgage shall contain a 10 day grace period; shall contain a due on sale clause; and any default under the First Mortgage shall constitute a default under the Second Mortgage.

4. DUE DILIGENCE. Buyer shall have 40 days from the Effective Date (the "Due Diligence Period") to inspect the physical nature and condition of the land, the improvements thereon, and the fixtures and appurtenances annexed thereto, and the personal property included in this transaction. In the event Buyer is not satisfied with the results of any of such inspections, Buyer may cancel this contract without liability therefore, by delivering written notice of cancellation to Sellers, whereupon the deposit shall be forthwith returned to Buyer and thereafter this contract shall be deemed canceled and of no further force or effect. Sellers hereby grants Buyer the right to do all things to the Property required to be done in order to obtain a phase one and if required a phase two environmental inspection. Sellers represents and warrants to Buyer, which warranties and representations are being relied upon by Buyer and are material to this transaction, that (i) Sellers does not know of any facts that materially affect the value of the Property, including, without limitation, violations of governmental laws, rules and regulations; (ii) that all improvements at the Property were done with permits; and (iii) the Property is not in violation of any governmental laws, rules and regulations. All representations and warranties made in this agreement shall survive the closing of this transaction. Sellers agrees, at the expense of Sellers, to close any open permits affecting the Property and to cure any violations of the Property prior to closing.

5. DOCUMENTS: Sellers shall, not more than ten (10) days after the Effective Date, furnish to Buyer copies of all written leases and any other contracts between Sellers and any third parties relating to the Property which have a term which will extend beyond the closing date, copies of the 2002 and 2003 tax returns for the business and Property being purchased, and ~~all~~ permits and licenses for operation of the Property as a mobile home park. Once all of such documents have been delivered by Sellers to Buyer, Buyer shall until the expiration of the Due Diligence to examine same. In the event Buyer is unwilling to accept any term, covenant, provision or condition contained in any document, as determined in Buyer's sole and absolute discretion, or in the event Sellers is in default under the terms of any lease as of date of closing, Buyer shall have the right to cancel this transaction without liability therefore, whereupon all sums paid hereunder shall be forthwith returned to Buyer and thereafter the parties shall be released of all further obligations hereunder, and this contract shall be deemed terminated.

Furthermore, prior to closing Sellers shall obtain estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, the rental rate, advance rent and security deposits paid by each tenant, a statement to the effect that the lease is in good standing, and that there are no offset defenses or counterclaims against the rent due thereunder, and that the Landlord is not in default, in any respect, under each such lease. In the event Sellers is unable to obtain such estoppel letter from each Tenant, the same information shall be furnished by Sellers to Buyer within said time period in the form of a Sellers's Affidavit, and Buyer may thereafter contact the tenant's to confirm such information. At closing Sellers shall deliver to Buyer, a subordination agreement from each and every tenant at the Property, which

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subordination agreement shall be in form and content acceptable to underwriter and title agent issuing the owners title insurance policy, so that the standard exception for parties in possession can be deleted therefrom.

At time of closing, Sellers shall assign to Buyer all of the original leases (together with the security deposits thereunder), shall deliver to Buyer all of the original leases, and Buyer shall be entitled to a credit for any advance rent paid and security deposits (including without limitation interest thereon) held by Sellers under the terms of the leases; and rent shall be prorated as of date of closing.

6. **BROKER.** Buyer represents and warrants to Sellers that Buyer has not dealt with any real estate broker in with respect to the transaction contemplated hereby which could result in such real estate broker being entitled to a commission from Sellers.

Sellers represents and warrants to Buyer, which warranty and representation is being relied upon by Buyer and is material to this transaction, that Sellers has not entered into any agreement which might result in an obligation on the part of Buyer to pay any brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby, or otherwise dealt with any broker or others which might result in an obligation on the part of Buyer to pay any brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby.

Sellers and Buyer agree to indemnify each other and hold each other harmless from and against any losses, liabilities, damages, costs and expenses (including attorney's fees) incurred by the other by reason of any breach or inaccuracy of the representation and warranty contained in this paragraph. The provisions of this paragraph shall survive the Closing, or if the Closing does not occur, the termination of this Contract.

7. **CONTRACTS:** Buyer shall not be obligated to assume any service contracts concerning the Property, including, without limitation laundry equipment lease contracts; garbage collection contracts; fire extinguisher service contracts; pay telephone agreements; vending machine agreements; or any other type of contracts. Sellers agrees to cause all of such contracts to be cancelled prior to closing, with service to terminate on the day of closing unless notified to the contrary by Buyer prior to closing.

8. **PERSONAL PROPERTY:** In addition to the personal property set forth in the Contact, the following additional personal property is also included in this transaction: eighty one mobile homes in AS IS condition, with free and clear titles. At closing, Sellers shall execute the titles to such mobile homes in form and content necessary in order for Buyer to transfer same into the name of Buyer. Furthermore, within 10 days of the Effective Date, Buyer and Sellers shall meet at the mobile home park and prepare an inventory of all other personal property shown to Buyer but not incorporated herein. In the event the Buyer and Sellers cannot agree on the items of personal property to be included in such inventory, Buyer shall have the right to cancel this transaction without liability therefore, whereupon all sums paid hereunder shall be forthwith

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returned to Buyer and thereafter the parties shall be released of all further obligations hereunder, and this contract shall be deemed terminated.

At closing Sellers shall execute and deliver to Buyer a Bill of Sale for all of the personal property included in this transaction, with a full warranty of title. All of the personal property included in this transaction are being sold free and clear of any and all liens, encumbrances, liabilities and obligations of every kind, nature, and description whatsoever, including but not limited to any liens which could arise under the provisions of Chapter 676 of the Florida Statutes.

9. **NO CREDITORS:** Sellers represents to Buyer, which warranty and representation is being relied upon by Buyer and is material to this transaction, that there are no unpaid creditors of Sellers and that all creditors of Sellers are paid in full, except those set forth on Exhibit "B", which shall be paid in full at time of closing. Within five days from the Effective Date, Sellers shall deliver to Buyer an affidavit indicating that there are no unpaid creditors of Sellers, or the names and addresses of such unpaid creditors and the amount owed to each, which Affidavit shall be ratified and reconfirmed at closing. All of Sellers's creditors shall be paid in full, by Buyer's closing agent, at closing, out of the closing proceeds due Sellers. Sellers shall obtain estoppel letters from each creditor indicating the amount required to pay each creditor in full, which estoppel letters shall be certified to Buyer's closing agent. Buyer is not assuming the debts owed by Sellers to its creditors and Sellers shall remain responsible for its debts. Notwithstanding anything to the contrary contained in this Agreement, and/or any other agreement in connection herewith, whether executed now or in the future, Sellers and its shareholders, jointly and severally, hereby agree to hold harmless, indemnify, and defend Buyer from and against any and all damages, fines, losses, obligations, deficiencies, penalties, liabilities, expenses, (including without limitation, reasonable attorneys' fees whether suit be brought or not, and in the event of suit at trial, appellate, and post judgment levels), claims, demands, accounts, and controversies whatsoever, incident to any suit, action, investigation, claim or proceeding suffered, sustained, incurred, or required to be paid by Buyer in connection with (i) the breach of any warranty or representation herein made by Sellers; and (iii) any claim, whether groundless or otherwise, made against Buyer by any creditor of Sellers. It is agreed that if any claim is asserted against Buyer to which this indemnity applies, Buyer shall notify Sellers in writing at the address set forth on page one of this agreement, and Sellers shall have 15 days to resolve the claim, failing which Buyer have the right to assume the defense against such claim and to compromise and settle such claim, and the amount of any such judgment or settlement, including all costs and expenses incurred by Buyer shall be conclusively deemed for purposes of this Agreement to be a liability on account of which Buyer is entitled to be forthwith indemnified by Sellers and its shareholder, jointly and severally. In case Buyer shall be made a party to any litigation commenced by or against Sellers, then Sellers agrees to pay all costs, expenses and reasonable attorneys' fees (at trial and all appellate levels, and in connection with any post judgement proceedings) incurred or paid by Buyer in connection with such litigation. This Article shall survive the closing of this transaction. The purchase money note to Sellers shall contain a provision to the effect that Buyer may offset against the amounts due thereunder, any and all amounts required to be paid by Buyer to any creditors of Sellers, and any amounts to which Buyer is indemnified hereunder by Sellers. At closing Sellers shall have the shareholders

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of Sellers execute and deliver to Buyer a separate instrument of indemnity re-reciting and confirming the above indemnity in favor of Buyer.

10. **REMOVAL OF DEBRIS:** Prior to closing Sellers, at Sellers's sole expense, shall cause all of debris to be removed from the Property, and otherwise deliver the property to Buyer free of all trash and other debris and in broom clean condition.

11. **PERSONAL PROPERTY TAXES:** At closing all personal property taxes shall also be prorated. Sellers shall provide to Buyer, within five days from the Effective Date, a copy of the personal property tax bill for the Personal Property.

12. **CHANGE OF CONDITION OF PROPERTY PRIOR TO CLOSING:** If between the date of this Agreement and the closing of this transaction, the Property or any of the personal property included in this transaction are damaged in any way by fire, sink hole, earthquake, collapse, flood, hurricane, or other act of God, windstorm or other casualty, and if Sellers has not repaired or restored by the day of closing all of same to the same good order and condition as on the date of this contract, Buyer shall have the right to cancel this Agreement without liability therefore, by giving notice to Sellers whereupon all sums paid hereunder shall be returned to Buyer and thereafter the parties shall be released of all further obligations hereunder, and this Agreement shall be of no further force and effect.

13. **TITLE INSURANCE POLICY:** Buyer hereby selects Klein and Fortune, P.A., the title agent for this transaction. In the event Sellers has an owner's policy of title insurance, survey of the Property, or either of them, a copy thereof shall be delivered to the Buyer within five days of the Effective Date.

14. **ALLOCATION OF PURCHASE PRICE:** The purchase price of \$4,500,000.00 shall be allocated as follows:

The amount reflected in the appraisal done by the first mortgage lender shall be attributed to the land in Parcel 1 and Parcel 2. The difference between the appraisal amount and the purchase price shall be allocated as follows:

_____ percent to the eighty one mobile homes included herein; and

_____ percent to the other personal property included in this transaction; and

_____ percent to the sewer plant equipment and appartus.

15. **SEWER PLANT:** This transaction also includes an additional five acre parcel of land upon which is constructed a sewer plant serving the property described on Exhibit "A". The property described on Exhibit "B" is hereinafter referred to as "Parcel 2".

16. **SURVEY:** A picture of the park layout for the mobile home park is attached hereto marked Exhibit "D". Buyer shall order a survey of Parcel 1 and Parcel 2. In the event the

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parties cannot agree on the legal description of the land being sold hereunder, or in the event Buyer is not satisfied with the property as reflected in the survey, then Buyer shall have the option, within the Due Diligence Period, to terminate this agreement and, if Buyer does so, the deposits paid hereunder shall be forthwith returned to Buyer, and thereafter all rights of Buyer and Sellers and to one another shall terminate without liability to either party, and this agreement will be of no further force or effect.

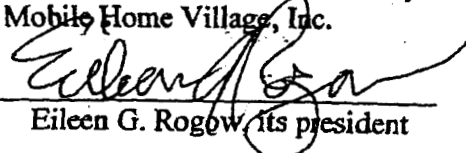
17. **RATIFY.** All other provisions of the Contract not inconsistent herewith are ratified and confirmed.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be duly executed on the date indicated below.

Sellers:

Colony Park Utilities, Inc., and Colony Park Mobile Home Village, Inc.

By:


Eileen G. Rogow, its president

Buyer:


Michael Abramowitz

2/19/05

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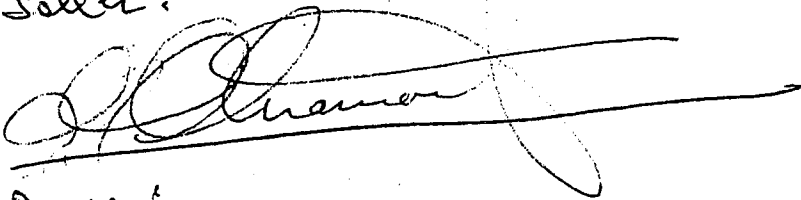
ADDENDUM "FINANCING"

This Addendum to Contract for Sale & Purchase of Colony Park Mobile Home Village, Inc. and Colony Park Utilities, Inc.

Notwithstanding anything contained to the printed form of Contract (including hand written and typed portions), the parties agree that the terms of payment and or selling price amount can be changed with the Sellers full approval.



Seller:



Buyer:

**ADDENDUM TO CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY**

That this Addendum to Contract dated February 19, 2005, between **COLONY PARK MOBILE HOME VILLAGE, INC. and COLONY PARK UTILITIES, INC.** (Seller) and **MICHAEL ABRAMOWITZ and/or Assigns** (Buyer) concerning the property described as: Property consists of 27 acres +/- and 199 mobile home lots, together with a sewer plant on five additional acres +/- owned by Colony Park Utilities, Inc. (the "Contract"):

The following is an addendum to the above-referenced Contract:

1. Interest on the Purchase Money Second Mortgage will be five and one-half (5.5%) percent per annum.
2. The Buyers will execute an additional promissory note in the sum of \$250,000.00 which will be due and payable on December 31, 2005 and which note will bear no interest unless it goes into default. The default interest will be the same as the default interest set forth in the \$1,500,000.00 Promissory Note. Said second note will be secured by the purchase money second mortgage
3. Seller agrees to credit Buyer at closing the sum of \$3,125.00 which equals one-half (1/2) of the Buyer's bank extension fee.
4. Seller shall keep the down payments received on the "rent to own" mobile homes (this does not give the Seller permission to contact applicable tenants and offer them "rent to own" contracts).
5. Buyer shall receive a credit at the time of closing for a sum equal to all security deposits held by Seller, the amount of which to be determined and confirmed by Seller in a sworn affidavit. (Credit to Seller at time of closing in the sum of \$19,638.00.)
6. Seller will remedy all code violations that existed prior to closing.
- X 7. For any code violations that are known to exist prior to closing that are not satisfactory resolved, Seller will place monies in escrow, the amount of which will be determined by the parties hereto. (Seller to escrow \$2,000.00).
8. Sellers guaranty that they will provide all required set up stickers, (certifying that the work already done to set up and tie down mobile homes prior to date of closing were done by a licensed individual/entity).
9. Seller will provide corporate books and seals for both corporations.
10. All governmental licenses required to operate the mobile home park will be paid in full and be in good standing at the time of closing.

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11. Philip Young will execute a written lease to Colony Park for a month to month term not to exceed six (6) months, with rent of \$1,425.00 per month, commencing July 1, 2005 for the mobile homes located on Lots 32, 69 and 146 and the mobile homes will be in as is condition, with no repairs done by the park owner.
12. Philip Young and Rhonda agree not to interfere with the operation of the park as of the date of this Addendum until they leave the park and will further agree not to have any direct or indirect conversations and /or written communications with any tenants of the mobile home park in regard to their tenancy. Any violation of this agreement will be cause to terminate Philip Young's and Rhonda's leases.
13. In regard to the mobile home located on Lot 5, same will be removed by Seller prior to closing at Seller's expense, and/or the cost of removal will be placed in escrow at time of closing. If not removed within ten (10) days after closing, Buyer shall be entitled to use the escrowed funds for payment of said removal. (Seller to escrow \$4,000.00.)
14. Buyer will buy Rhonda's trailer located on Lot 69 for the sum of \$5,000.00 at time of closing and title to said unit will be delivered at closing.
15. In the event Buyer does not agree to re-hab the mobile home located on Lot 15 at time of closing, Seller at their expense will have the mobile home removed. The cost of removal will be escrowed at time of closing. If the mobile home is not removed, by Seller within ten (10) business days of closing, Buyer shall be entitled to use the escrowed funds for payment of said removal. (Seller to escrow \$1,500.00.)
16. From the date of execution of this Addendum, until the date of closing, if Philip Young and Rhonda seek to collect past due rent, the collection will be done in a business like manner. In no way shall they threaten in any way, any residents of park or park employees. If Philip Young violates this provision, the lease to him, referred to in paragraph 11 will be null and void.
17. That this transaction shall close as a stock purchase transaction. All eighty-one (81) park owned homes will be in as is condition.
18. Closing shall take place on June 29, 2005.
19. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof and which is not settled by the parties themselves, same shall be settled by arbitration in accordance to the rules of the American Arbitration Association, with hearings in Broward County, or any other agreed location and judgment upon the award rendered by the arbitrator(s) may be entered in any courts having jurisdiction thereof, Florida law shall be applicable.
20. This contract is contingent on Florida Public Service Commission approval of Buyer's Application.

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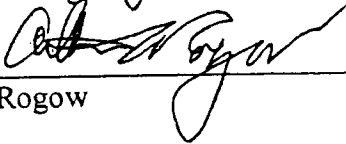
21. That the provisions set forth herein shall survive the closing.

Signed by SELLER: June 29, 2005

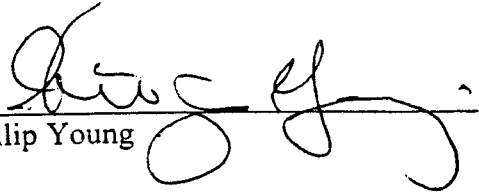
COLONY PARK MOBILE HOME VILLAGE, INC.



Eileen G. Rogow

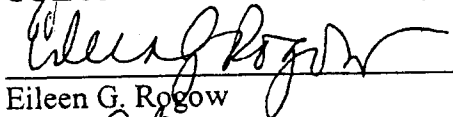


Arthur Rogow

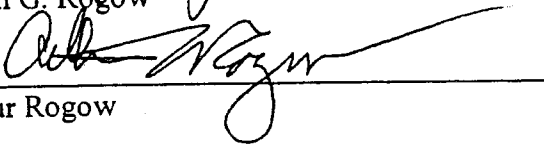


Philip Young

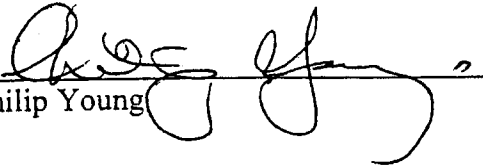
COLONY PARK UTILITIES, INC.



Eileen G. Rogow

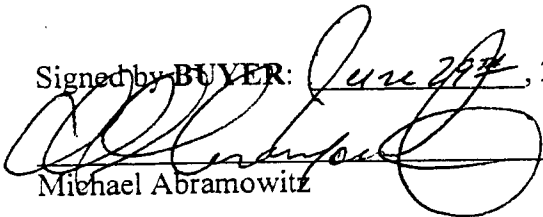


Arthur Rogow

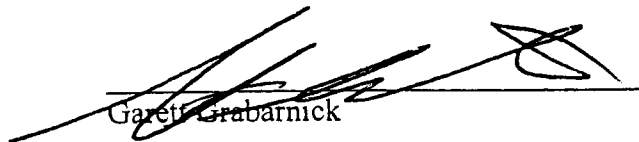


Philip Young

Signed by BUYER: June 29, 2005



Michael Abramowitz



Garrett Grabarnick

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Exhibit 3

- A statement of how the buyer is financing the purchase.

The Buyer financing the purchase with the following:

1. A first mortgage in the amount of \$2,500,000.00
2. A second purchase money mortgage the amount of \$1,500,000.00

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.

Here is a list of all the entities provided the funding:

1. Peninsula Bank (1520 RINGLING BLVD. Sarasota, fl 32436) provided first mortgage of \$2,500,000.
2. Sellers provided second mortgage of \$1,750,000.

Enclosed please find copies of the following documents.

1. mortgage notes
2. closing statement
3. assignment of stock

MORTGAGE NOTE

\$250,000.00

Fort Lauderdale, Florida
June 30, 2005

FOR VALUE RECEIVED the undersigned promises to pay to the order of **ARTHUR ROGOW and EILEEN G. ROGOW, husband and wife, as Tenants by the Entireties (as to fifty [50%] percent interest) and SCIENCE AND INDUSTRY INTERNATIONAL, INC. (as to fifty [50%] percent interest)**, the principal sum of **TWO HUNDRED FIFTY THOUSAND and NO/100 (\$250,000.00) Dollars**, together with interest thereon at the rate of **Zero (0.0%) Percent** per annum from date hereof until maturity, both principal and interest being payable in Lawful Money of the United States, as follows:

The entire principal balance and all accrued, but unpaid, interest shall become due and payable on before December 29, 2005..

A **five (5%) late penalty** shall be due and payable in the event any monthly payment of principal and interest is not paid within **thirty (30) days** of its due date.

Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness.

This mortgage note may be prepaid in whole or in part without penalty; however, it is not assumable and must be paid in full upon sale of the subject property

The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. All payments hereunder shall bear interest at the rate of **twelve (12%) percent** per annum from maturity until paid. This note is secured by a mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the holders, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default (subject to right of set-off as set forth in the parties' Indemnification Agreement dated June 29, 2005).

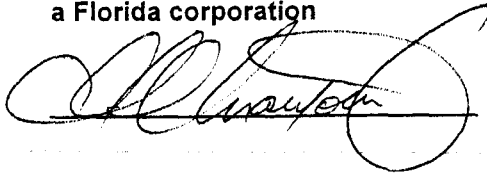
Any default under the First Mortgage shall constitute a default under the Second Mortgage.

Payable at: **8116 Hibiscus Circle
Tamarac, Florida 33321**

or any other place as shall be designated by the holder of this note in writing.

**COLONY PARK MOBILE HOME VILLAGE, INC.,
a Florida corporation**

BY:



President

COLONY PARK UTILITIES, INC., a Florida corporation

BY:



President

MORTGAGE NOTE

\$250,000.00

Fort Lauderdale, Florida
June 30, 2005

FOR VALUE RECEIVED the undersigned promises to pay to the order of **ARTHUR ROGOW and EILEEN G. ROGOW, husband and wife, as Tenants by the Entireties (as to fifty [50%] percent interest) and SCIENCE AND INDUSTRY INTERNATIONAL, INC. (as to fifty [50%] percent interest)**, the principal sum of **TWO HUNDRED FIFTY THOUSAND and NO/100 (\$250,000.00) Dollars**, together with interest thereon at the rate of **Zero (0.0%) Percent** per annum from date hereof until maturity, both principal and interest being payable in Lawful Money of the United States, as follows:

The entire principal balance and all accrued, but unpaid, interest shall become due and payable on before December 29, 2005..

A **five (5%) late penalty** shall be due and payable in the event any monthly payment of principal and interest is not paid within **thirty (30) days** of its due date.

Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness.

This mortgage note may be prepaid in whole or in part without penalty; however, it is not assumable and must be paid in full upon sale of the subject property

The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. All payments hereunder shall bear interest at the rate of **twelve (12%) percent** per annum from maturity until paid. This note is secured by a mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall, at the option of the holders, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default (subject to right of set-off as set forth in the parties' Indemnification Agreement dated June 29, 2005).

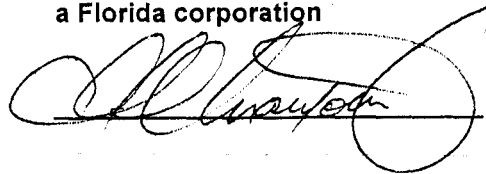
Any default under the First Mortgage shall constitute a default under the Second Mortgage.

Payable at: **8116 Hibiscus Circle
Tamarac, Florida 33321**

or any other place as shall be designated by the holder of this note in writing.

**COLONY PARK MOBILE HOME VILLAGE, INC.,
a Florida corporation**

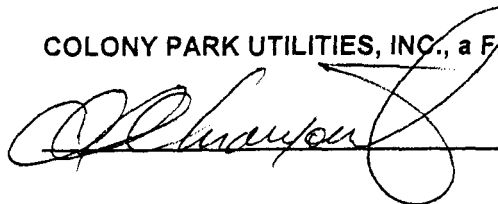
BY:



President

COLONY PARK UTILITIES, INC., a Florida corporation

BY:



President

Return to:

This instrument prepared by:
Christopher P. Kelley, Esquire
11098 Biscayne Blvd, Suite 205
Miami, FL 33161

ASSIGNMENT OF STOCK

FOR THE SUM of TEN and NO/100 (\$10.00) DOLLARS and other good and valuable considerations, the undersigned Assignors, **ARTHUR ROGOW and EILEEN G. ROGOW, husband and wife, as Tenants by the Entireties**, do hereby assign to **MICHAEL ABRAMOWITZ and GARETT GABRANICK**, all of their right, title and interest in and to

450 SHARES of COLONY PARK MOBILE HOME VILLAGE, INC., a Florida corporation

25 SHARES of COLONY PARK UTILITIES, INC., a Florida corporation

and does hereby irrevocably constitute and appoint HARVEY L. RUBINCHICK, Esquire, as attorney to transfer the said shares on the books of the within named corporation.

IN WITNESS WHEREOF, the said Assignor has set their hands and seals the 29th day of June, 2005.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Christopher P. Kelley

Print name

[Signature]
Witness Harvey L. Rubinchik

Print name

[Signature]
ARTHUR ROGOW
8116 Hibiscus Circle
Tamarac, FL 33321

8116 Hibiscus Circle
Tamarac, FL 33321

[Signature]
EILEEN G. ROGOW
8116 Hibiscus Circle
Tamarac, FL 33321

8116 Hibiscus Circle
Tamarac, FL 33321

STATE OF FLORIDA)

COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared ARTHUR ROGOW and EILEEN G. ROGOW, who produced FLA. DR. LICENSE and FLA. DR. LICENSE, respectively, as identification, and are known to me to be the persons described in and who executed the foregoing Assignment, and they acknowledged before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 29 day of June, 2005.

My commission expires:

[Signature]
NOTARY PUBLIC, State of FLORIDA at Large



C

Return to:

This instrument prepared by:
Christopher P. Kelley, Esquire
11098 Biscayne Blvd, Suite 205
Miami, FL 33161

ASSIGNMENT OF STOCK

FOR THE SUM of TEN and NO/100 (\$10.00) DOLLARS and other good and valuable considerations, the undersigned Assignors, **ARTHUR ROGOW and EILEEN G. ROGOW, husband and wife, as Tenants by the Entireties**, do hereby assign to **MICHAEL ABRAMOWITZ and GARETT GABRANICK**, all of their right, title and interest in and to

450 SHARES of COLONY PARK MOBILE HOME VILLAGE, INC., a Florida corporation

25 SHARES of COLONY PARK UTILITIES, INC., a Florida corporation

and does hereby irrevocably constitute and appoint **HARVEY L. RUBINCHICK, Esquire**, as attorney to transfer the said shares on the books of the within named corporation.

IN WITNESS WHEREOF, the said Assignor has set their hands and seals the 29th day of June, 2005.

Signed, sealed and delivered in the presence of:

Christopher P. Kelley
Witness Christopher P. Kelley

Print name

Harvey L. Rubinchick
Witness Harvey L. Rubinchick
Print name

Arthur Rogow
ARTHUR ROGOW
8116 Hibiscus Circle
Tamarac, FL 33321

Eileen G. Rogow
EILEEN G. ROGOW
8116 Hibiscus Circle
Tamarac, FL 33321

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared ARTHUR ROGOW and EILEEN G. ROGOW, who produced FLA. DR. LICENSE and FLA. DR. LICENSE, respectively, as identification, and are known to me to be the persons described in and who executed the foregoing Assignment, and they acknowledged before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 29 day of June, 2005.

My commission expires:

Harvey L. Rubinchick
NOTARY PUBLIC, State of FLORIDA at Large



C

A. Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input checked="" type="radio"/> 3. Conv. Unins.	6. File Number 05-2853BT	7. Loan Number ID:	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: COLONY PARK MOBILE HOME VILLAGE, INC., a Florida corporation, and COLONY PARK UTILITIES, INC., a Florida corporation
 Address of Borrower: 8116 Hibiscus Circle, Fort Lauderdale, Florida 33311

E. NAME OF SELLER: Eileen G. Rogow, Individually, and Arthur Rogow, Individually
 Address of Seller: 8116 Hibiscus Circle, Tamarac, Florida 33321 TIN:

F. NAME OF LENDER: Peninsula Bank
 Address of Lender: 1520 Ringling Blvd., Sarasota, Florida 34236

G. PROPERTY LOCATION: 323 Kelly Street, 6710 Orleans Court, Merritt Island, Florida 32952

H. SETTLEMENT AGENT: Barrister Title Services, Inc.
 Place of Settlement: 1860 N. Pine Island Road, Suite 118, Plantation, Florida 33322 TIN: 65-0507087
 Phone: 954-476-7030

I. SETTLEMENT DATE: 6/30/05 DISBURSEMENT DATE: 6/30/05

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	4,500,000.00	401. Contract sales price	4,500,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	111,008.15	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. Personal Property Tax & Registration	1,320.15	409. Personal Property Tax & Registration	1,320.15
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	4,612,328.30	420. Gross amount due to seller:	4,501,320.15
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	50,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	2,500,000.00	502. Settlement charges to seller (line 1400)	1,702,754.90
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	971,191.14
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller	1,750,000.00	507. Principal amt of mortgage held by seller	1,750,000.00
208.		508. Escrows	7,500.00
209. Security Deposit Credit	19,638.00	509. Security Deposit Credit	19,638.00
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/05 to 06/30/05	24,669.03	511. County taxes from 01/01/05 to 06/30/05	24,669.03
212. Assessments		512. Assessments	
213. Tangible Taxes from 01/01/05 to 06/30/05	45.68	513. Tangible Taxes from 01/01/05 to 06/30/05	45.68
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/bor borrower:	4,344,352.71	520. Total reductions in amount due seller:	4,475,798.75
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	4,612,328.30	601. Gross amount due to seller (line 420)	4,501,320.15
302. Less amount paid by/for the borrower (line 220)	(4,344,352.71)	602. Less total reductions in amount due seller (line 520)	(4,475,798.75)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Borrower:	267,975.59	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	25,521.40

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return, for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Borrower's Initial(s):

Seller's Initial(s):

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.

In according with the sales contract as attached in Exhibit 2, ADDENDUM TO CONTRACT, page 2 of 6, section 4, DUE DILIGENCE, Buyer had

'.....40 days from the Effective Date (the "Due Diligence Period") to inspect the physical nature and condition of the land, the improvements, thereon, and the fixtures and appurtenances annexed thereto, and the personal property included in this transaction..... Sellers agrees, at the expense of Sellers, to close any open permits affecting the Property and to cure any violations of the Property prior to closing.'

Buyer had closed and took over the operation the Property since 6/29/2005. The first DEP inspection immediately after that date, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the DEP.

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 the Division of the Commission Clerk and Administrative Services;
 - (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.**

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.

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.**

Exhibit 9

- Evidence that the utility owns the land where the utility treatment facilities are located. Or, where 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.

Jim Ford, C.F.A.
Property Appraiser
Brevard County, FL



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General Parcel Information for 23-36-15-00-00757.0-0000.00

Parcel Id:	23-36-15-00-00757.0-0000.00	Map	Millage Code:	2200	Exemption:	Use Code:	9170
* Site Address:	6710 ORLEANS CT, MERRITT ISL, FL 32953					Tax Account:	2315515

* Site address information is assigned by the Brevard County Address Assignment Office for E9-1-1 purposes; this information may not reflect community location of property.

Tax information is available at the Brevard County Tax Collector's web site
 (Select the back button to return to the Property Appraiser's web site)

Owner Information

Owner Name:	COLONY PARK UTILITIES INC
Second Name:	
Mailing Address:	6786 MANGROVE DR
City, State, Zipcode:	MERRITT ISLAND, FL 32953

Legal Description

Sub Name: NE 1/4 & LAND DES IN ORB 2342 PG	PART OF S 1/2 OF SE 1/4 AS DES IN ORB 1474 PG 1008
---	---

Value Summary for 2006

** Market Value:	\$20
Agricultural Assessment:	\$0
Assessed Value:	\$20
*** Homestead Exemption:	\$0
*** Other Exemptions:	\$0
Taxable Value:	\$20

Land Information

Acres:	1.84
Site Code:	0

** This is the value established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

*** Exemptions as reflected on the Value Summary table are applicable for the year shown and may or may not be applicable if an owner change has occurred.

Sales Information

OR Book/Page	Sale Date	Sale Amount	Deed Type	*** Sales Screening Code	*** Sales Screening Source	Vacant/Improved
1474/1008	9/1974	\$46,000				

*** Sales Screening Codes and Sources are from analysis by the Property Appraiser's staff. They have no bearing on the prior or potential marketability of the property.

Building Information

PDC #	Use Code	Year Built	Story Height	Exterior Code	Interior Code	Roof Type	Roof Mater.	Floors Code	Ceiling Code
1	9170	1960	0						

Building Area Information

PDC #	Base Area	Garage Area	Open Porches	Car Port	Screened Porches	Utility Rooms	Enclosed Porch	Basements	Attics	Total Base Area
1	0	0	0	0	0	0	0	0	0	0

Extra Feature Information

Extra Feature Description	Units
FENCE	1040
OUTBUILDING	120
TREATMENT PLANT	5000

Proposed Taxes 2006

Taxing Authorities	Taxes Billed
Ad Valorem	
County	\$0.09
School	\$0.15
City/MSTU	\$0.04
Water Management	\$0.01
SP District	\$0.00
Debt Payment	\$0.01
Total Ad Valorem	\$0.30

Rollback Taxes 2006

Taxing Authorities	Taxes Billed
Ad Valorem	
County	\$0.07
School	\$0.13
City/MSTU	\$0.07
Water Management	\$0.01
SP District	\$0.00
Debt Payment	\$0.01
Total Ad Valorem	\$0.29

Data Last Updated: Saturday, September 16, 2006- Printed On: Saturday, September 16, 2006.

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Jim Ford, C.F.A.
Property Appraiser
Brevard County, FL



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General Parcel Information for 23-36-15-00-00751.0-0000.00

Parcel Id:	23-36-15-00-00751.0-0000.00	Map	Millage Code:	2200	Exemption:	Use Code:	9
* Site Address:						Tax Account:	2315511

* Site address information is assigned by the Brevard County Address Assignment Office for E9-1-1 purposes; this information may not reflect community location of property.

Tax information is available at the [Brevard County Tax Collector's web site](#)
 (Select the back button to return to the Property Appraiser's web site)

Owner Information

Owner Name:	COLONY PARK UTILITIES INC
Second Name:	
Mailing Address:	6786 MANGROVE DR
City, State, Zipcode:	MERRITT ISLAND, FL 32953

Legal Description

Sub Name:	S 1/2 OF SE 1/4 EX PB 20 PG NE 1/4 & LAND DES IN ORB 2342 PG
	S 1/2 OF SE 1/4 EX PB 20 PG 18 PB 20 PG 107, ORB 1068 PG 449, 1079 PG 48, 1297 PG 39 EX ORB 1395 844, 1732 PG 502, 1966 PG 423

Value Summary for 2006

** Market Value:	\$20,700
Agricultural Assessment:	\$0
Assessed Value:	\$20,700
*** Homestead Exemption:	\$0
*** Other Exemptions:	\$0
Taxable Value:	\$20,700

Land Information

Acres:	2.07
Site Code:	0
Land Value:	\$20,700

** This is the value established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

*** Exemptions as reflected on the Value Summary table are applicable for the year shown and may or may not be applicable if an owner change has occurred.

Sales Information

OR Book/Page	Sale Date	Sale Amount	Deed Type	*** Sales Screening Code	*** Sales Screening Source	Vacant/Improved
3437/0850	11/1994	\$24,000	WD			V

2860/0990 | 11/1987 | \$4,500 | WD | | | |

*** Sales Screening Codes and Sources are from analysis by the Property Appraiser's staff. They have no bearing on the prior or potential marketability of the property.

Proposed Taxes 2006

Taxing Authorities	Taxes Billed
Ad Valorem	
County	\$96.99
School	\$158.71
City/MSTU	\$46.38
Water Management	\$9.56
SP District	\$2.60
Debt Payment	\$12.28
Total Ad Valorem	\$326.52

Rollback Taxes 2006

Taxing Authorities	Taxes Billed
Ad Valorem	
County	\$77.14
School	\$136.02
City/MSTU	\$68.49
Water Management	\$8.07
SP District	\$2.23
Debt Payment	\$12.28
Total Ad Valorem	\$304.23

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LEGAL NOTICE FOR

APPLICATION FOR TRANSFER OF CERTIFICATE

(Section 367.071, Florida Statutes)

LEGAL NOTICE

Notice is hereby given on 9/16/2006, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No. N/A and/or Wastewater Certificate No. WS-03-0025 held by (COLONY PARK UTILITIES, INC.) from Eileen Rogow to Michael Abramowitz, providing service to the following described territory in Brevard, Florida.

In Township 23 South, Range 36 East, Brevard County, Florida

Any objection to the said application must be made in writing and filed with the Director, Division of the Commission Clerk & Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within thirty (30) days from the date of this notice. At the same time, a copy of said objection should be mailed to the applicant whose address is set forth below. The objection must state the grounds for the objection with particularity.

(COLONY PARK UTILITIES, INC.)

Name of utility

(954) 721-2822

Phone No.

(954) 721-2855

Fax No.

6786 MANGROVE DRIVE,

Office street address

Merritt Island, Florida 32953

City State Zip Code

LEGAL NOTICE FOR
APPLICATION FOR TRANSFER OF CERTIFICATE

(Section 367.071, Florida Statutes)

LEGAL NOTICE

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(COLONY PARK UTILITIES, INC.)

Name of utility

(954) 721-2822

Phone No.

(954) 721-2855

Fax No.

6786 MANGROVE DRIVE,

Office street address

Merritt Island, Florida 32953

City State Zip Code

STATE OF FLORIDA

COMMISSIONERS:
LILA A. JABER, CHAIRMAN
J. TERRY DEASON
BRAULIO L. BAEZ
RUDOLPH "RUDY" BRADLEY
CHARLES M. DAVIDSON



TIMOTHY DEVLIN, DIRECTOR
DIVISION OF ECONOMIC REGULATION
(850) 413-6900

Public Service Commission

March 28, 2003

Mrs. Eileen Rogow
Colony Park Utilities, Inc.
8116 Hibiscus Circle
Tamarac, Florida 33321

WS File Number WS-03-0025

Re: Docket No. 020930-SU Application for transfer of Majority Organizational Control of Colony Park Utilities, Inc., holder of Certificate No. 137-S in Brevard County, from Lenore Warren to Eileen Rogow

Dear Mrs. Rogow:


The following wastewater tariff sheets have been approved effective March 28, 2003:

Wastewater Tariff
Original Sheets Nos. 1.0 through 23.0

Please place the approved wastewater tariff sheets on file at the Utility's office.

If you have any questions concerning this filing, please contact Ms. Stephanie Clapp at (850) 413-6997.

Sincerely,


Timothy Devlin
Division Director

TD:sac

cc: Division of Economic Regulation (Clapp)
Office of the General Counsel (Crosby)
Mr. Philip Young

WASTEWATER TARIFF

COLONY PARK UTILITIES, INC.

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-03-0025

DOCKET NO. 020930-SU

ORDER NO. PSC-03-0320-FOF-SU

EFFECTIVE March 28, 2003

TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

WASTEWATER TARIFF

COLONY PARK UTILITIES, INC.

8116 HIBISCUS CIRCLE, TAMARAC, FL 33321

Business Telephone Numbers: 954-721-2822

Emergency Telephone Numbers: 321-453-1400, 954-328-4095

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

EILEEN ROGOW

PRESIDENT

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-03-0025

DOCKET NO. 020930-SU

ORDER NO. PSC-03-0320-FOF-SU

EFFECTIVE March 28, 2003

TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

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Rules and Regulations	6.0 - 6.1
Service Availability Policy	22.0
Standard Forms	17.0
Technical Terms and Abbreviations	5.0 - 5.1
Territory Authority	3.0

EILEEN ROGOW
PRESIDENT

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-03-0025

DOCKET NO. 020930-SU

ORDER NO. PSC-03-0320-FOF-SU

EFFECTIVE March 28, 2003

TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

COLONY PARK UTILITIES, INC.
WASTEWATER TARIFF

TERRITORY AUTHORITY

CERTIFICATE NUMBER - 137-S

COUNTY - Brevard

COMMISSION ORDER(s) APPROVING TERRITORY SERVED -

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
6365	12-02-74	73391-S	Original Certificate
7296	06-28-76	750664-S	Transfer
PSC-03-0320-FOF-SU	03-06-03	020930-SU	Transfer of Majority Organizational Control

(Continued to Sheet No. 3.1)

EILEEN ROGOW
PRESIDENT

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-03-0025

DOCKET NO. 020930-SU

ORDER NO. PSC-03-0320-FOF-SU

EFFECTIVE March 28, 2003

TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Order No. 6365

In Township 23 South, Range 36 East, Brevard County, Florida

Section 15

Commence at the Southeast corner of said Section 15 for a Point of Beginning. Thence run North 0°39'04" West along the East line of said Section 15, 1236.97 feet; thence North 89°35'04" West, 477.46 feet; thence South 00°38'31" West, 25.00 feet; thence South 68°21'32" West, 84.30 feet; thence South 76°38'12" West, 83.63 feet; thence South 89°20'56" West, 234.00 feet; thence South 00°39'04" East, 150.00 feet; thence North 89°20'56" East, 5.00 feet; thence South 00°39'04" West, 489.79 feet; thence South 87°45'45" West, 358.30 feet; thence South 2°14'15" East, 150 feet to a point on the South boundary of St. Charles Avenue; thence Westerly 30 feet, more or less; thence South 2°14'15" East, 400 feet, more or less, to a point on the South boundary of said Section 15, thence North 87°45'45" East along the South boundary of said Section 15, 1250 feet, more or less, to the Point of Beginning.

Section 14

Commence at the Southwest corner of said Section 14; thence run North 0°39'04" West along the West boundary of Section 14, 320 feet, more or less, to the Point of Beginning which is also the Southwest corner of the aforesaid parcel; thence North 0°39'04" West along the West line of said parcel, a distance of 947.98 feet; thence North 87°05'16" East, a distance of 710.58 feet; thence North 0°48'54" West, a distance of 10 feet to the North line of said parcel; thence North 89°11'06" East along the North line of said parcel, a distance of 569.57 feet; thence South 2°00'25" East, a distance of 985.11 feet to a point on the South line of said parcel; thence South 89°13'32" West along the South line of said parcel, a distance of 1302.88 feet to the Point of Beginning.

EILEEN ROGOW

PRESIDENT

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-03-0025

DOCKET NO. 020930-SU

ORDER NO. PSC-03-0320-FOF-SU

EFFECTIVE March 28, 2003

TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Brevard	Colony Park	GS, RS, MS	12.0, 13.0, 14.0

EILEEN ROGOW

PRESIDENT

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-03-0025

DOCKET NO. 020930-SU

ORDER NO. PSC-03-0320-FOF-SU

EFFECTIVE March 28, 2003

TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility which is COLONY PARK UTILITIES, INC..
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

(Continued to Sheet No. 5.1)

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WASTEWATER TARIFF

(Continued from Sheet No. 5.0)

- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

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WASTEWATER TARIFF

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WASTEWATER TARIFF

(Continued from Sheet No. 6.0)

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COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued on Sheet No. 8.0)

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COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued on Sheet No. 9.0)

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COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued on Sheet No. 10.0)

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WASTEWATER TARIFF

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

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WASTEWATER TARIFF

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COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$6.14
	1"	\$15.36
	1 1/2"	\$30.71
	2"	\$49.14
	3"	\$98.26
	4"	\$154.53
	6"	\$309.07
	<u>Gallonage Charge</u>	
	Per 1,000 Gallons	\$2.16
	(10,000 Gallons maximum)	

MINIMUM CHARGE - The appropriate Base Facility Charge.

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE - March 28, 2003

TYPE OF FILING - Transfer of Majority Organizational Control

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COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u> -	<u>Meter Size</u>	<u>Base Facility Charge</u>
	5/8" x 3/4"	\$6.14
	1"	\$15.36
	1 1/2"	\$30.71
	2"	\$49.14
	3"	\$98.26
	4"	\$154.53
	6"	\$309.07
	<u>Gallage Charge</u>	
	Per 1,000 Gallons	\$1.80
	(10,000 Gallons maximum)	

- MINIMUM CHARGE - The appropriate Base Facility Charge.
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE - March 28, 2003
- TYPE OF FILING - Transfer of Majority Organizational Control

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COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

MULTI-RESIDENTIAL SERVICE

RATE SCHEDULE MS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For wastewater service Colony Park Mobile Home Park.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - MONTHLY
- RATE - **Colony Park Mobile Home Park**
- | | |
|-----------------------------|----------|
| <u>Base Facility Charge</u> | \$921.22 |
| <u>Gallonage Charge</u> | |
| Per 1,000 Gallons | \$1.80 |
| (1,500,000 Gallons maximum) | |
- MINIMUM CHARGE - The appropriate Base Facility Charge.
- TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

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WASTEWATER TARIFF

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>NONE</u>	<u>NONE</u>
1"	_____	_____
1 1/2"	_____	_____
Over 2"	_____	_____

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's account during the month of _____ each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

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WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

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COLONY PARK UTILITIES, INC.
WASTEWATER TARIFF

SERVICE AVAILABILITY FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY</u> <u>AMOUNT</u>	<u>SHEET NO./RULE NO.</u>
<u>Customer Connection (Tap-in) Charge</u>		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$ ¹	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__)GPD	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	
or		
Residential-per lot (__)foot frontage	\$	
All others-per front foot	\$	
<u>Plan Review Charge</u>	\$ ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__)GPD	\$	
All others-per gallon	\$	

¹Actual Cost is equal to the total cost incurred for services rendered.

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WASTEWATER TARIFF

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N/A

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

COLONY PARK UTILITIES, INC.
WASTEWATER TARIFF

ORIGINAL SHEET NO. 19.0

FLORIDA PUBLIC SERVICE COMMISSION

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COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

APPLICATION FOR WASTEWATER SERVICE

NONE

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COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

COPY OF CUSTOMER'S BILL

The City of Cocoa does the billing for the utility.



**CITY OF COCOA
UTILITIES DEPARTMENT**
603 BREVARD AVE.
COCOA, FLORIDA 32922

PHONE: OFFICE 636-7121
NIGHT &
EMERGENCY: 636-3611

**CITY OF COCOA
UTILITIES DEPT.**
603 BREVARD AVE.
COCOA, FLA. 32922

DATE	PREVIOUS READING	DATE	PRESENT READING	CONS.	MAIL DATE
SERVICE ADDRESS				ACCOUNT NUMBER	
PREV. BAL.					
WATER					
SEWER					
GARBAGE					
HYDRANT					
CODES					
SERVICE CHARGE 1					
CALIBRATION 2					
SPECIAL READING 3					
BROKEN LOCK 4					
				AMOUNT DUE	

BILLS DUE ON PRESENTATION.

IF A PREVIOUS BALANCE OF \$1.00 OR MORE IS NOT PAID WITHIN 10 DAYS OF MAIL DATE, SERVICE WILL BE DISCONTINUED FOR NON-PAYMENT. A SERVICE CHARGE OF \$10.00 IS MADE FOR RESTORING SERVICE. FAILURE TO RECEIVE BILL WILL NOT AVOID DISCONTINUANCE OF SERVICE.

ACCOUNT NUMBER
NAME
PLEASE RETURN THIS STUB WITH YOUR PAYMENT
AMOUNT DUE

EILEEN ROGOW
PRESIDENT

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-03-0025

DOCKET NO. 020930-SU

ORDER NO. PSC-03-0320-FOF-SU

EFFECTIVE March 28, 2003

TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

INDEX OF SERVICE AVAILABILITY POLICY

	<u>Sheet Number</u>
Schedule of Fees and Charges	Go to Sheet No. 11.0
Service Availability Policy	23.0

EILEEN ROGOW
PRESIDENT

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

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TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

COLONY PARK UTILITIES, INC.

WASTEWATER TARIFF

SERVICE AVAILABILITY POLICY

No specific charge is authorized. Future additions to the plant and collection system should be paid for by the developer requiring the additional capacity and connections.

EILEEN ROGOW

PRESIDENT

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-03-0025

DOCKET NO. 020930-SU

ORDER NO. PSC-03-0320-FOF-SU

EFFECTIVE March 28, 2003

TIM DEVLIN

DIRECTOR
DIVISION OF ECONOMIC REGULATION

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

137-S

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

COLONY PARK UTILITIES, INC.

Whose principal address is:

6786 Mangrove Drive
Merritt Island, FL 32953 (Brevard County)

to provide wastewater 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	6365	DOCKET	73391-S
ORDER	7296	DOCKET	750664-S
ORDER	PSC-03-0320-FOF-SU	DOCKET	020930-SU
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Blanca S. Lugo

Commission Clerk and Administrative Services Director

