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PAMELA JILL DAY, ESQ. (FL & NY)

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REAL ESTATE
MOBILE HOME PARKS
CONDOMINIUMS • COOPS
COMMUNITY ASSOCIATIONS
CORPORATIONS & BUSINESS LAW
ESTATE PLANNING & ADMINISTRATION

January 17, 2012

VIA Federal Express

Florida Public Service Commission
Attn: Commission Clerk
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

120021-WS

RECEIVED-FPSC
12 JAN 18 PM 2:22
COMMISSION
CLERK


Re: Joint Application of Mink Associates II, LLC d/b/a Crystal Lake Club Utilities
and the City of Avon Park for Transfer of Facilities to Governmental Authority

Dear Sir or Madam:

Enclosed please find the Joint Application of Mink Associates II, LLC d/b/a Crystal Lake Club Utilities and the City of Avon Park for transfer of water and wastewater facilities and Exhibits thereto, along with photocopies of water and wastewater certificates 525-W and 454-S issued to Mink Associates II, LLC d/b/a Crystal Lake Club Utilities.

If you require additional information, please do not hesitate to contact this office.

Very truly yours,


Pamela Jill Day

cc: Mink Associates II, LLC

DOCUMENT NUMBER-DATE
00339 JAN 18 2012
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Application for Transfer of Water and
Wastewater Facilities of Mink Associates II, LLC
d/b/a Crystal Lake Club Utilities to City of Avon
Park, Florida

Docket No.: 120021-WS

**JOINT APPLICATION FOR TRANSFER OF FACILITIES
TO GOVERNMENTAL AUTHORITY**

Applicants, MINK ASSOCIATES II, LLC, d/b/a CRYSTAL LAKE CLUB UTILITIES (the "Company"), a Florida corporation, and the CITY OF AVON PARK, FLORIDA (the "City"), a municipal corporation of the State of Florida, by and through their undersigned counsel, and pursuant to §367.071 (4)(a), F.S., and Rule 25-30.037(4), F.A.C., file this Joint Application for Transfer of Water and Wastewater Facilities of the Company to the City, and say as follows:

1. The names and addresses of the Company, and its authorized representatives for purposes of this joint application, are:

Mink Associates II, LLC, d/b/a Crystal Lake Club Utilities
533 East Crystal Lake Drive
Avon Park, FL 33825

Jonathan James Damonte
12110 Seminole Blvd.
Largo, Fl 33778
(727) 586-2889
(727) 581-0922 (Fax)
jdamonte@damontelaw.com

2. The names and addresses of the City, and its authorized representative, for purposes of this joint application, are:

Sharon Schuler, Mayor
City of Avon Park
110 East Main Street Avon Park, FL 33825

Gerald Buhr, City Attorney
1015 Wyndham Lakes Dr.
Odessa, FL 33556
(904) 491-2044
(904) 491-2046 (Fax)
gtbhur@aol.com

DOCUMENT NUMBER-DATE

00339 JAN 18 02

FPSC-COMMISSION CLERK

3. The Company provides water and wastewater service in Highlands County, Florida, under Certificates 525-W and 454-S.

4. The Company and the City have entered into an Agreement for Purchase and Sale of Utility Assets (the "Agreement") dated as of November 4, 2010, providing for the acquisition by the City of certain assets comprising the Company's water and wastewater utility operation in Highlands County, Florida.

5. On December 13, 2010, the City conducted a public hearing in accordance with § 180.301, F.S., in which the City considered (a) the most recent available income and expense statement for the Company's utility operation, (b) the most recent available balance sheet for the Company's utility operation, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon, (c) a statement of the existing rate base of the Company's utility operation for regulatory purposes, (d) the physical condition of the Company's facilities being purchased, (e) the reasonableness of the purchase price and terms, (f) the impact of the purchase on the Company's customers, both positive and negative, (g) any additional investment required and the ability and willingness of the City to make that investment, (h) alternatives to the purchase, and the potential impact on the Company's customers if the purchase is not made, (i) the ability of the City to provide and maintain high-quality and cost-effective utility service, and (j) any and all other relevant issues. The City found the transaction to be in the public interest, and as a result, issued Resolution No. 2010-13, approving the City's acquisition of the assets comprising the Company's water and wastewater utility operation. A copy of that resolution is attached hereto as Exhibit "A."

6. A copy of the Agreement for Purchase and Sale of Water and Wastewater Assets (the "Agreement") entered into by the Company and the City is attached as Exhibit "B."

7. The transaction closed on September 29, 2011.

8. This transaction must be approved by the Commission as a matter of right, pursuant to §367.071 (4)(a), F.S.

9. The City obtained from the Company the most recent available income and expense statement, balance sheet, statement of rate base for regulatory purposes, and contributions-in-aid-of-construction for the Company's water utility operations.

10. Pursuant to the Agreement, there are no customer deposits collected by the Company and as such no refunds are due the customers.

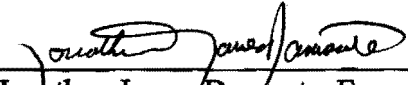
11. The Company will pay all outstanding regulatory assessment fees and file the final Regulatory Assessment Fee Return with the Division of Administration of the Commission

as soon as is reasonably possible, but in any event, within the time period required by the rules of the Commission. The Company owes no fines or refunds.

12. Subsequent to the closing of this transaction, the Company will retain no assets that would constitute a system providing or proposing to provide water and wastewater service to the public for compensation.

13. A copy of the original certificates is attached.

WHEREFORE, the applicants jointly request that this Commission approve the transfer of water and wastewater facilities of the Company to the City, and cancel the Company's water and wastewater certificates.


Jonathan James Damonte, Esq.
Jonathan James Damonte, Chartered
12110 Seminole Blvd.
Largo, FL. 33778
(727) 586-2889
(727) 581-0922 (fax)
Attorneys for Mink Associates II, LLC,
d/b/a Crystal Lake Club Utilities

and

CITY OF AVON PARK
110 East Main Street
Avon Park, FL 33825
(863) 443-4884

By: 
Gerald T. Buhr, City Attorney

RESOLUTION 10-13

A RESOLUTION OF THE CITY OF AVON PARK, FLORIDA, FINDING AFTER REVIEW OF INFORMATION REQUIRED UNDER CHAPTERS 180 & 367, FLORIDA STATUTES, THAT THE PURCHASE OF CRYSTAL LAKE CLUB UTILITIES IS IN THE PUBLIC INTEREST; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has reviewed information provided by the Public Works Director, and decided to pursue review of the assets of Crystal Lake Club Utilities Owned by Mink Associates II, LLC ("Utility") and has directed the Public Works Director to proceed with due diligence review of the Utility; and,

WHEREAS, pursuant to Florida Statutes, the City must obtain from the Utility and review certain information about the Utility's assets and business as part of analysis of the due diligence review of the proposed purchase of the Utility; and,

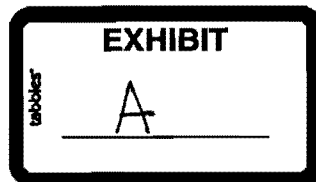
WHEREAS, has reviewed that required information as provided by the Public Works Director; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF AVON PARK, FLORIDA in a public meeting assembled December 13, 2010, as follows:

Section 1. Information Reviewed by City Council as Prerequisite to Purchase of the Utility.

In determining if the purchase, sale, or wastewater facility privatization contract is in the public interest, the municipality has considered the following:

- (1) The most recent available income and expense statement for the utility;
- (2) The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon;
- (3) A statement of the existing rate base of the utility for regulatory purposes;
- (4) The physical condition of the utility facilities being purchased;
- (5) The reasonableness of the purchase contract price and terms;



- (6) The impacts of the purchase contract on utility customers, both positive and negative;
- (7)(a) Any additional investment required and the ability and willingness of the City to make that investment;
- (8) The alternatives to the purchase contract, and the potential impact on utility customers if the purchase is not made; and
- (9)(a) The ability of the City to provide and maintain high-quality and cost-effective utility service.

Section 2. Purchase is in the Public Interest

(1) The City Public Works Department has more than adequate experience in water, sewer, or wastewater reuse utility operation, having a Public Works Director who is an engineer and who has prior individual experience in operating water, wastewater and reuse utilities, as well as more than an adequate number of licensed operators experienced in operating utilities.

(2) The City's staff, including its financial director, has reviewed the purchase, and has determined that the City has adequate financial resources to complete the purchase at the price proposed, plus additional future investments necessary for future abandonment of the wastewater treatment plant as well as repairs and replacements necessary for any minimal or inadequate portions of the system as discovered by the Public Works Director, subject to finalizing such purchase after further due diligence.

(3) Therefore, the City Council does hereby find and declare that the purchase of the Utility pursuant to the Purchase Agreement attached as Exhibit "A" is in the public interest.

Section 3. Severability.

Should any section or provision of this Resolution or any portion thereof, the deletion of which would not adversely affect (in the general sense) the remainder, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared to be invalid.

Section 4. Effective Date.

This Resolution shall become effective upon passage by the Council.

The vote was: 5 Yeas 0 Nays 0 Absent

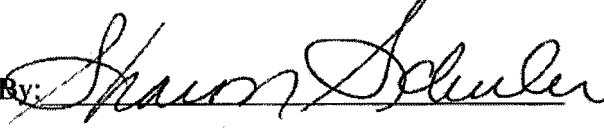
IN WITNESS WHEREOF, the City of Avon Park, Florida, has duly adopted this Resolution and caused it to be executed by the officers below on this 13 day of December, 2010.

(Seal)


ATTEST:

CITY OF AVON PARK, FLORIDA

By: 
Cheryl Tietjen, City Clerk

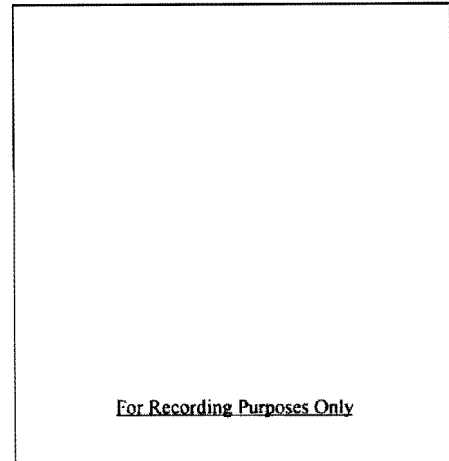
By: 
Sharon Schuler, Mayor

APPROVED AS TO FORM:


Gerald Buhr, City Attorney

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Gerald T. Buhr
Gerald T. Buhr, P.A.
PO Box 28
Odessa, FL 33556
(863) 508-7055



**ASSET PURCHASE AGREEMENT BETWEEN
MINK ASSOCIATES I, LLC AND MINK ASSOCIATES II, LLC
AND THE
CITY OF AVON PARK, FLORIDA**

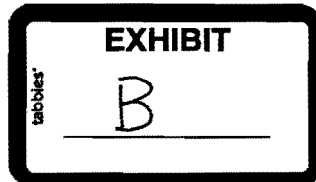
This Agreement ("Agreement") dated this ___ day of _____, 2010, is by and between MINK ASSOCIATES I, LLC ("Mink I") MINK ASSOCIATES II, LLC ("Mink II"), Florida limited liability companies, their successors and assigns, having their principal offices at 1478 Marsh Rd, Pittsford, NY 14534, (hereinafter referred to as the "Seller"), and the CITY OF AVON PARK, FLORIDA, having its office at 110 E. Main Street, Avon Park, Florida 33825, Highlands County, State of Florida, (hereinafter referred to as the "City").

WITNESSETH

WHEREAS the Seller is the owner of a water treatment and distribution system and wastewater collection, treatment and disposal utility system in Highlands County, Florida, and serves utility customers more fully described on **Exhibit 1**, (utility system description and map of the service area (the "Service Area") and major Purchased Assets (the "Purchased Assets" as hereinafter defined below) attached; and

WHEREAS the City is engaged in water and wastewater utility service within and surrounding this area and is or may be authorized to be in the business of furnishing water and wastewater utility services to areas in or adjacent to the Service Area. City desires to acquire, and Seller desires to sell the Purchased Assets and all rights and privileges associated with such systems and service of Seller's water and wastewater utility customers, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:



ARTICLE I - REPRESENTATIONS AND WARRANTIES BY SELLER

Seller represents and warrants that:

1.1 The statements in the preamble above are true and correct.

1.2 The Sellers are limited liability companies duly organized, validly existing and in good standing under the laws of the State of Florida. Sellers' Articles of Organization contain charter powers authorizing it to construct, operate and maintain a water and wastewater utility system.

1.3 Seller Mink I is, and at the Closing (the "**Closing**" as hereinafter defined) will be, the owner of the Purchased Assets with good and marketable title, free and clear of all liens and encumbrances.

1.4 Seller Mink II currently holds valid water and wastewater Certificates of Public Convenience and Necessity ("Certificates") issued by the Florida Public Service Commission (hereinafter referred to as the "**PSC**") and will participate in and cooperate with the City in an Application to transfer and extinguish the Certificates as required by section 367.071(4)(a) F.S. City has authorization for the setting and approval of the rates, rules and regulations for water and wastewater service within the Service Area following closing.

1.5 Attached hereto as composite **Exhibit 2** is a detailed list of the real and personal property (the "Purchased Assets") of the Seller to be acquired by the City pursuant to this Agreement, showing both their respective installation or construction costs. All engineering plans and specifications for the Purchased Assets have been organized and will be transferred to City with all other records. The Purchased Assets expressly exclude cash on hand and accounts receivable. Although the rights and privileges such as the right to serve the customers, permits, approvals, ROW agreements, etc, are part of the Purchased Assets, they shall not be specifically described in **Exhibit 2**, but are discussed in this Agreement.

1.6 Attached hereto as **Exhibit 3** is a list, signed by the Seller, and briefly describing, as of the date of this Agreement, the following:

a. All pending or threatened action at law, suits in equity or administrative proceedings relating to the Purchased Assets;

b. All contracts or obligations of any nature between Seller and any other party, including without limitation all developer agreements relating to the utility, or any other obligation against the present or future capacity of the Purchased Assets or treatment Purchased Assets whatsoever;

c. All real estate, easements and rights and/or privileges associated with the utility owned by Seller to be transferred hereunder; all licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Purchased Assets.

1.7 A current survey and legal description of a parcel of land underlying the lift station at the wastewater treatment plant for the special warranty deed and separately describing easements necessary for connection of City's collection system to master lift station and ingress and egress to master lift station. Such survey and legal descriptions shall be attached hereto as **Exhibit 4** when available from the surveyor but not later than the Closing Date.

1.8 All Purchased Assets are, or at Closing will be, wholly within lawful easements or rights-of-way delineated in **Exhibit 4**, or on real property to be transferred by Seller to City at Closing by warranty deed.

1.9 Except as indicated in **Exhibit 3**, there are no pending or threatened actions at law or suits in equity relating to or which could in any way encumber the Purchased Assets, or any pending or threatened proceedings before the PSC or any other governmental agency.

1.10 Except as indicated in **Exhibit 3**, there are no contracts or obligations of any nature between the Seller and any other party relating to the Purchased Assets or obligations to provide future new connections.

1.11 Neither the Seller nor any entity or individual affiliated with the Seller has executed any agreement with any purchasers of lots within the Service Area, or any other parties, whereunder such purchasers or other parties have acquired any interest in the Purchased Assets used or to be used in rendering service to them.

1.12 The Purchased Assets are capable of rendering water and wastewater utility service in the ordinary course of business in compliance with all federal, state and local rules and regulations including but not limited to all rules and regulations related to environmental protection or regulation.

1.13 Prior to the Closing, the consummation of the transactions contemplated herein will have been duly authorized by all necessary action, corporate or otherwise, on behalf of the Seller.

1.14 The Seller has filed all tax returns which are required to be filed, and each return which has been filed is true and correct, and Seller has paid all taxes shown as payable on such returns when and as required by applicable law.

1.15 The Seller has obtained all permits required, or has submitted applications for such permits in a timely manner, under applicable Environmental Laws necessary for the operation of its business as presently conducted as of the date of this Agreement. "Environmental Law" means any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. §9601, et. seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.), the Clean Water Act (33 U.S.C. §1251, et. seq.), the Toxic Substances Control Act (15 U.S.C. §2602, et.

seq.), and the Safe Drinking Water Act (42 U.S.C. §300f, et. seq.), as such have been amended as of the Closing.

1.16 The Seller is unaware, after diligent inquiry, of any unlawful discharges or contamination in violation of Environmental Laws, onto real property, easements or rights of way to be deeded to the City.

1.17 No representation or warranty by the Seller in this Agreement, or any statement or certificate furnished or to be furnished to the City pursuant hereto or in connection with the transactions contemplated herein, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

1.18 The City shall assume no liabilities of the Seller. The City shall assume no obligations of the Seller other than those provided in this Agreement.

1.19 The Seller represents to the City that it has collected no deposits from the customers, and otherwise has no obligations for any form of refunds to customers that have not been completed prior to execution of this Agreement.

1.20 Except for Seller's wells used solely for the purpose of irrigating the Seller's golf course, Seller covenants that the City shall be the sole provider of water and wastewater service, including irrigation service within the Crystal Lake Club area described in **Exhibit 1** and shall take all legal actions necessary to prohibit and prevent potable water wells from being installed within the Crystal Lake Club area. This Agreement or a memorandum of this Agreement shall be recorded in the records of Highlands County as a covenant running with the property in perpetuity, and as notice to all future buyers of the property that by such purchase, they accept the covenants to annex as provided herein.

1.21 These representations and warranties shall survive this Agreement, the Closing and transfer of title. Seller agrees to indemnify City, its successors and assigns, and hold it harmless against any loss, damage, liability, expense or cost, accruing or resulting from any misrepresentation or breach of any representation, or warranty or agreement made or to be performed by Seller under this Agreement or from any misrepresentation in, or material omission from, any certificate or other documents furnished or to be furnished to City by Seller.

ARTICLE II - PURCHASED ASSETS

2.1 Except as specifically excluded below, the Seller agrees to sell, and the City agrees to purchase, all assets and rights necessary and/or used by the Seller for production (wells and well water transmission), treatment and distribution of irrigation and potable water and collection and transmission of wastewater from all of its customers, and transmission systems necessary to pump such wastewater to a wastewater treatment plant (collectively the "Purchased Assets"). Although not included in **Exhibit 2**, the Purchased Assets include all the rights, tangible or intangible, of a

water and wastewater utility to serve all customers in the area described in **Exhibit 1** to the exclusion of all others, as well as any permits, approvals, rights-of-way agreements, of any kind necessary and prudent to operate a water and wastewater utility, held or used by the Seller. The Seller shall list such other tangible Purchased Assets in **Exhibit 2**, and shall include any and all spare parts and inventory. Seller specifically excludes the Seller's wastewater treatment plant from Purchased Assets under this Agreement as follows:

a. Wastewater treatment plant ("WWTP") and property underlying or associated with the WWTP, and all related appurtenances, except the master lift station which shall be part of the Purchased Assets and underlying property transferred as provided in this Agreement.

b. The Seller agrees that it shall lease to the City, at no cost to the City, the WWTP and all related property and appurtenances necessary to operate the WWTP day-to-day, as well as the underlying land, for a period not to exceed ten (10) years. The lease containing all terms not included herein is attached hereto as **Exhibit 6**, and shall be executed and commence at the Closing

c. When the City has terminated its lease of the WWTP, the Seller shall apply with the Florida Department of Environmental Protection for the procedure and authorization to decommission the WWTP, and as a condition subsequent to Closing, shall complete such decommissioning as required by the DEP. At no cost to the Seller, the City shall accept for treatment at its wastewater treatment plant, up to 14,000 gallons of non-septic mixed liquor suspended solids ("MLSS") from decommissioning of WWTP aeration tank, and up to 8,000 gallons of non-septic wastewater residuals (sludge) from decommissioning of WWTP digester.

2.2 The Seller shall transfer by warranty deed, free and clear of all liens and encumbrances, all real property described above underlying the wastewater pumping station presently used to pump wastewater to the WWTP ("Master Pumping Station") that shall be used by the City for pumping wastewater to the City's utility system at the time the City funds and completes the necessary force main and appurtenances to decommission the WWTP.

2.3 The City shall apply to the PSC, with Seller's diligent cooperation, for the transfer or termination of Seller's Certificates and all other similar rights to provide utility service in the Service Area or elsewhere in Highlands County, as provided in Section 180.301 F.S. and 367.071 F.S. Receipt by PSC of the complete transfer application is a condition precedent to Closing.

2.4 The Seller shall transfer to the City any and all permits and permissions of any type whatsoever, utilized or necessary to provide water and wastewater utility service as contemplated herein. The City will terminate the WWTP permit upon completion of City's use of the WWTP and Seller shall obtain permit to abandon the WWTP.

2.5 In exchange for the Purchased Assets, the Seller's representations and warranties, and all other promises and covenants provided herein, the City agrees to pay a purchase price of Four Hundred Thousand Dollars (US\$400,000.00) (the "Purchase Price") payable at the Closing upon completion of all conditions precedent.

2.6 The City acquires the Purchased Assets only, and acquires absolutely no Seller debts or liabilities of any kind, nor any Seller obligations of any kind other than the obligation to provide water and wastewater service to the customers connected to the Seller's water and wastewater system on the date of execution of this Agreement pursuant to the City's lawful ordinances and resolutions.

ARTICLE III - CLOSING; PREPARATION AND PURCHASE PRICE

3.1 Preparation for Closing.

a. The City shall have up to one hundred and fifty (150) days from the date of execution of this Agreement to perform any and all due diligence necessary to satisfy the City in the sole and unfettered discretion of the City's City Council, whether to complete the purchase and close as provided herein. In the event that the City Council votes to terminate this Agreement within that due diligence period for any reason whatsoever, this Agreement and all rights and obligations of the parties shall then terminate, and neither party shall have a claim against the other of any kind whatsoever. In the event that the City Council votes that it is satisfied and the due diligence period shall terminate, or it terminates by passage of the time required, the parties shall prepare all documents and actions necessary for Closing.

b. The Seller shall have the following actions and documents completed for the Closing:

i. Complete easements, **Exhibit 5**, and warranty deed for Master Lift Station, as well as any other real property wherein Purchased Assets exist now, or property owned by Seller where utility facilities reasonably need to be extended in the future, or where City reasonably requires right of easement or ingress and egress for its City services; and,

ii. such good and sufficient warranty deeds, bills of sale with covenants of warranty, and sufficient instruments of sale, in form and substance reasonably satisfactory to City's counsel, as shall be required to vest in City good, indefeasible and marketable title to all of the Purchased Assets and related real estate used or to be used for the service of water and wastewater system customers, free and clear of liens and encumbrances of every nature; and,

iii. all of the files, documents, papers, agreements, books of account, customer lists, original cost invoices, engineering drawings, and records possessed by

Asset Purchase Agreement Between Mink Associates I, LLC, Mink Associates II, LLC,
and the City of Avon Park

Seller pertaining to the water and wastewater utility business conducted by Seller in the property, other than its minute books and stock records, and any other records reasonably needed by Seller; and,

iv. all orders, permits, licenses or certificates issued or granted to Seller by any governmental authority in connection with any authorization related to the construction, operation or maintenance of its Purchased Assets or the conduct of its water and wastewater utility business; and

v. an opinion of Counsel for Seller, dated as of the Closing, that upon the execution of this Agreement; delivery to City of the Bill of Sale and other documentation of transfer of the Purchased Assets; that City has lawfully and properly transferred such Purchased Assets and easements, and City will then have good and marketable title to the Purchased Assets, free and clear of all liens and encumbrances; and,

vi. Transfer documents for all easements and rights of way, etc.

vii. The Lease described in Exhibit 6

viii. The Memorandum of this Agreement described in Section 1.20

3.2 Closing. The Closing shall take place at the offices of City at a date and time mutually agreeable after completion of all preparation and prerequisites to Closing described herein, however, no later than sixty (60) days after conclusion of City' due diligence period..

3.3 Purchase Price. At Closing, City shall provide Seller a City check in the amount as provided in a mutually agreeable settlement statement showing Purchase Price, as adjusted. City does not assume any liabilities associated with the previous ownership.

3.4 Easements. Seller agrees to grant the easements over the property deemed necessary or prudent by City, in a form as provided in Exhibit 5, and provide such executed grants at or prior to the closing.

3.5 Future Capacity. The Seller shall retain the right to connect to the water and wastewater utility systems not more than thirty (30) new manufactured home units similar in size to the manufactured homes already in Crystal Lake Club, at no charge for water or wastewater treatment plant capacity within the Property described in Exhibit 1. All other charges for connection and service to such units shall be paid by the Seller pursuant to City ordinances and resolutions.

3.6 Closing costs shall be allocated as follows:

- i. City shall pay for title insurance;
- ii. City shall pay for recording the deeds;

- iii. Seller shall pay for recording easements and other documents;
- iv. Seller shall pay for surveys;
- v. Seller shall pay for doc stamps.

ARTICLE IV - ANNEXATION

4.1 The Seller agrees to annex into the City, the whole property owned and served by the Seller described in **Exhibit 1**, whenever such land is contiguous to the City or annexation is otherwise lawful. At such time as the City finds that annexation is lawful and prudent, it may annex the property, and the Seller, and its successors and assigns, agree to execute any documents necessary to facilitate such annexation, and to otherwise fully and completely cooperate with the City's annexation. This Agreement or a memorandum of this Agreement shall be recorded in the records of Highlands County as a covenant running with the property in perpetuity, and as notice to all future buyers of the property that by such purchase, they accept the covenants to annex as provided herein.

4.2 Once annexed, the Seller shall dedicate, and the City shall accept, all approved roads and drainage for maintenance. Roads must have a PCI of 70 or higher before being accepted by the City for maintenance. The methodology for assigning PCI values shall conform to the published and accepted standards of the United States Army Corps of Engineers. The type, extent and severity of pavement distress in each roadway section evaluated are recorded using the ASTM Standard D 5340 method. The City will retain a Florida Licensed Professional Engineer to conduct such evaluations. Roads not conforming to a PCI of 70 or higher shall be resurfaced prior to the City accepting such roads for maintenance.

ARTICLE V - GENERAL

5.1 Upon purchase of the Purchased Assets of Seller, City agrees to supply all of Seller's customers served by the Purchased Assets with customary water wastewater service in accordance with City's ordinances, resolutions, policies and procedures.

5.2 The failure of either party hereto to enforce any of the provisions of this Agreement or the waiver thereof in any instance by either party shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.

5.3 Any notice to be given shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, FedEx, Express Mail, UPS, or DHL, to the party being noticed at the following addresses, and shall be deemed delivered upon mailing:

Asset Purchase Agreement Between Mink Associates I, LLC, Mink Associates II, LLC,
and the City of Avon Park

AS TO CITY: City Manager
City of Avon Park
110 East Main Street
Avon Park, Florida 33825

COPY TO: Gerald Buhr, City Attorney
Gerald T. Buhr, P.A.
1015 Wyndham Lakes Drive
Odessa, FL 33556

AS TO SELLER: Mink Associates, LLC
84 South Main Street
Fairport NY 14450

WITH COPY TO: Jonathan James Damonte, Esq.
Jonathan James Damonte, Chartered
12110 Seminole Blvd.
Largo, FL 33778

5.4 The Exhibits to this Agreement are a part hereof and are hereby incorporated in full by reference.

5.5 The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

5.6 This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

5.7 In any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs, including appeals.

5.8 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the parties made with respect to the

Asset Purchase Agreement Between Mink Associates I, LLC, Mink Associates II, LLC,
and the City of Avon Park

AS TO CITY: City Manager
City of Avon Park
110 East Main Street
Avon Park, Florida 33825

COPY TO: Gerald Buhr, City Attorney
Gerald T. Buhr, P.A.
1015 Wyndham Lakes Drive
Odessa, FL 33556

AS TO SELLER: Mink Associates, LLC
84 South Main Street
Fairport NY 14450

WITH COPY TO: Jonathan James Damonte, Esq.
Jonathan James Damonte, Chartered
12110 Seminole Blvd.
Largo, FL 33778

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5.5 The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

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5.8 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the parties made with respect to the

Asset Purchase Agreement Between Mink Associates I, LLC, Mink Associates II, LLC, and the City of Avon Park

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

SELLER

**MINK ASSOCIATES I, LLC and
MINK ASSOCIATES II, LLC**

Arlene Mink
By: ARLENE MINK
Printed: Arlene Mink, Manager

Its: _____

Signed, sealed and delivered before these witnesses:

Heather Barker

(Signed)
Heather BARKER

(Printed)
Camyl Saab

(Signed)

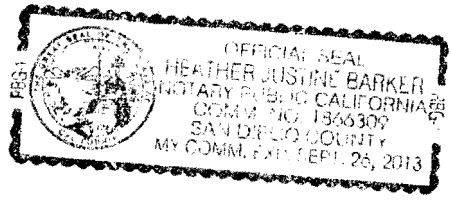
(Printed)

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

The foregoing instrument was acknowledged before me this 4th day of November, 2010, by Arlene Mink, as Manager of Mink Associates I, LLC and as Manager of Mink Associates II, LLC, Florida limited liability companies. She is personally known OR Produced Identification . Type of Identification Produced: DRIVER'S LICENSE

My commission expires: 9-26-13 Signature of Notary: *Heather Justine Barker*



Asset Purchase Agreement Between Mink Associates I, LLC, Mink Associates II, LLC,
and the City of Avon Park

CITY

[SEAL]

ATTEST: Cheryl Tietjen
Cheryl Tietjen, City Clerk

CITY OF AVON PARK, FLORIDA,

By: Sharon Schuler
Sharon Schuler, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr
Gerald T. Buhr, City Attorney

Asset Purchase Agreement Between Mink Associates I, LLC, Mink Associates II, LLC,
and the City of Avon Park

EXHIBIT 1

CRYSTAL LAKE SERVICE TERRITORY
AND CRYSTAL LAKE CLUB AREA

CRYSTAL LAKE GOLF CLUB
PLAT BOOK 15 PAGE 97
-CRYSTAL LAKE CLUB-
ALL SUBDIVISION
145.83 ACRES

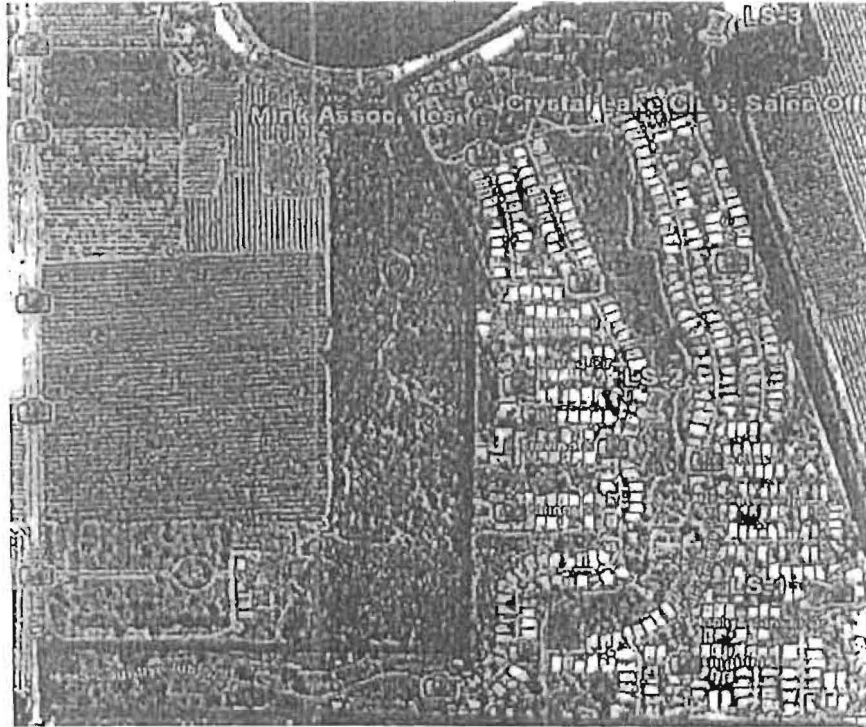


EXHIBIT 2

A DETAILED LIST OF THE PURCHASED ASSETS OF SELLER TO BE ACQUIRED BY CITY

1. The City has in its possession the AS-BUILT DRAWINGS for the Utility System.
2. Three lift Station, including pumps and controls as depicted in the AS-BUILT DRAWINGS.
3. One municipal raw water (untreated) well.
4. One potable water ground storage tank, 90,000 gallons.
5. Two High service pumps and controls.
6. Hydroneumatic tank 25,000 gallons.
7. All of the fire hydrants and water mains as depicted in the AS-BUILT DRAWINGS.
8. All of the water meters as depicted in the AS-BUILT DRAWINGS.
9. All of the water mains as depicted in the AS-BUILT DRAWINGS.
10. All of the gravity sewer manholes as depicted in the AS-BUILT DRAWINGS.
11. All of the gravity sewer mains as depicted in the AS-BUILT DRAWINGS.
12. On the potable water distribution system, the City accepts for maintenance all of the primary transmission facilities, such as water mains, hydrants, water meters, distribution valves. The customer will be responsible for all of the "private" plumbing after the water meter to the home.
13. On the sanitary gravity sewer, the City accepts for maintenance all of the primary transmission facilities, such as manholes, lift stations, sewer mains. The City also accepts for maintenance the portion of the lateral connected to the sewer main under the roadway pavement or within the roadway easement. The customer will be responsible for all of the "private" plumbing, including the lateral, which is not under the pavement or within the defined easement.
14. Any other utility required and already constructed and in service to provide potable water and sanitary service to the Crystal Lake Community, with the exception of the wastewater treatment facility.

Nov. 3. 2010 7:49PM JONATHAN JAMES DAMONTE

No. 0824 P. 17/25

Asset Purchase Agreement Between Mink Associates I, LLC, Mink Associates II, LLC, and the City of Avon Park

EXHIBIT 3

LIST OF ISSUES THAT COULD AFFECT CITY'S OWNERSHIP OF ASSETS

At the time of this contract execution, the Seller is not aware of any adverse issues which will affect the City's ownership of these assets.

1. There are no remaining liens against these assets or utility system.
2. There are no outstanding legal claims or pending litigation.
3. There are no outstanding utility regulatory issues or compliance issues with regulatory agencies.
4. There are no known sources of contamination on the property which would affect the ownership of the utility assets.

Signed, sealed and delivered before these witnesses:

Leatha Barker
 LEATHA BARKER
 (Printed)

[Signature]
 (Signed)

Robert Seab
 (Printed)

MINK ASSOCIATES I, LLC, and MINK ASSOCIATES II, LLC

By: Arlene Mink
 Printed: Arlene Mink, Manager

Its: _____

EXHIBIT 4

**LEGAL DESCRIPTIONS AND EASEMENTS NECESSARY
FOR LIFT STATIONS and WATER PLANT
AND SURVEY OF SAME**

**CRYSTAL LAKE GOLF CLUB
PLAT BOOK 15 PAGE 97
-CRYSTAL LAKE CLUB-
ALL SUBDIVISION
145.83 ACRES**

1. The recorded PLAT and AS-BUILT drawings depict the utilities located within the recorded easements within the PLAT.
2. Seller agrees to deed a defined portion of land for the Lift Stations and the Water Treatment Plant to the City. The City will fund the needed surveying to fund this requirement. This transaction will take place during the due diligence period and finalized at closing.
3. During the due diligence period, seller agrees to grant the City easements as identified by the City for future system expansion and maintenance. The City will consider any reasonable objections by the seller.
4. Seller agrees to provide the City with an easement 5 ft wide on each side of every lot as defined in the PLAT. This is required for any utility expansion or to gain access to facilities for future maintenance and repairs.
5. After the transaction is completed, Seller agrees to cooperate in future years with the City and grant easements as needed to expand, maintain and repair the utility system. In return, the City agrees to restore any damaged property as a result of work constructed by the City.

EXHIBIT 5

EASEMENTS

**CRYSTAL LAKE GOLF CLUB
PLAT BOOK 15 PAGE 97
-CRYSTAL LAKE CLUB-
ALL SUBDIVISION
145.83 ACRES**

6. The recorded PLAT and AS-BUILT drawings depict the utilities located within the recorded easements within the PLAT.
7. Seller agrees to deed a defined portion of land for the Lift Stations and the Water Treatment Plant to the City. The City will fund the needed surveying to fund this requirement. This transaction will take place during the due diligence period and finalized at closing.
8. During the due diligence period, seller agrees to grant the City easements as identified by the City for future system expansion and maintenance. The City will consider any reasonable objections by the seller.
9. Seller agrees to provide the City with an easement 5 ft wide on each side of every lot as defined in the PLAT. This is required for any utility expansion or to gain access to facilities for future maintenance and repairs.
10. After the transaction is completed, Seller agrees to cooperate in future years with the City and grant easements as needed to expand, maintain and repair the utility system. In return, the City agrees to restore any damaged property as a result of work constructed by the City.

EXHIBIT 6

**LEASE OF WASTEWATER TREATMENT PLANT
AND PROPERTY**

This Lease is made and executed on _____, 20____, by and between the City of Avon Park, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida, having its office at 110 E. Main Street, Avon Park, Florida 33825, Highlands County, State of Florida, referred to here as the "City" or "Lessee," and Mink Associates I, LLC, a Florida limited liability corporation, its successors and assigns, having its principal office at 84 South Main Street, Fairport, NY 14450 (hereinafter referred to as "Mink" or the "Lessor").

PURPOSE AND INTENT OF THE PARTIES

The purpose of this Lease is to accommodate a long-term transition of the provision of utility services to a portion of the City as provided in the Asset Purchase Agreement to which this Lease is an Attachment. The City does not have the present financial capability to extend mains and install pumps to take the wastewater treatment plant offline and pump to the City, however, both parties wish for the purchase to be completed. To accomplish that purpose, Mink has agreed to lease the wastewater treatment plant ("WWTP") and all necessary and related facilities and equipment owned by Mink to the City in a long-term lease at a nominal charge to allow local treatment, until such time as the City can reasonably afford the required main extensions to cease using the WWTP. The City has agreed to lease the WWTP and pay all costs for operating and maintaining the WWTP until such time as this lease terminates. It is the intent of the parties that any liabilities and costs associated with the WWTP existing prior to this lease remain Mink's, and any liabilities and costs associated with the WWTP created after this lease remain the City's. Once the Lease is terminated, all wastewater and residuals shall be pumped to City at no cost to Mink, and Mink shall demolish the structures as provided by law.

1. DEMISE; DESCRIPTION OF PREMISES

Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of conducting lawful business and for no other purpose, the premises consisting of developed land more specifically described in Exhibit "A," situated in and at the City of Avon Park. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the premises, or added to the premises from time to time during the term of this lease, including without limitation, the wastewater treatment plant and any wastewater collection, transmission or treatment related facilities not purchased by the Lessee in the Asset Purchase Agreement, whether such related equipment is on or off the Premises.

2. TERM

The term of this lease shall be for ten (10) years, commencing on _____, 20____ and ending on _____, 20____, unless terminated earlier at the sole discretion of Lessee as provided herein.

3. RENT

Subject to adjustment as provided below, the total Rent for the initial term shall be \$365 per year, which Lessee shall pay to Lessor each year, without deduction or offset, at such place or

places as may be designated from time to time by Lessor with the first payment commencing on the date of execution of this Lease. In the event that the Lessee fails to timely pay such Rent, the Lessor shall make demand for the Rent by certified mail, return receipt requested, at the addresses provided in the Asset Purchase Agreement or as otherwise notified in the manner provided in the Asset Purchase Agreement. The Lessee shall then have thirty (30) days to pay such Rent. If the Lessee still fails to pay such rent, the Lessor's sole remedy shall be a late fee of ten dollars (\$10) accumulated for each month of further nonpayment.

4. WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that Lessor is seized of the leased premises in fee simple and has full right to make this lease and that Lessee shall have quiet and peaceable possession of the leased premises during the term of this lease.

5. USE

Lessee shall use the leased premises for no other purpose than water and wastewater utility purposes, and related uses.

6. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term of this lease.

7. SUBLETTING AND ASSIGNMENT

Lessee shall not sublet the premises in whole or in part. Lessee shall not assign or transfer this lease, or any interest in it, without Lessor's prior written consent.

8. NOTICES

All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party to this lease to the other, shall be deemed to have been fully given or made or sent when made in writing and delivered by hand service, U.S. Express Mail or Certified Mail return receipt requested, or by FedEx, or UPS, or other nationally-recognized overnight courier service, and addressed as provided in the Asset Purchase Agreement.

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

9. REPAIRS AND DESTRUCTION OF IMPROVEMENTS

(a) **Maintenance of Improvements.** Throughout the term of this lease Lessee may, at its own cost and without any expense to Lessor, maintain and improve the premises, including all buildings and improvements of every kind that may be a part of the premises and all appurtenances to the premises, or remove and demolish such buildings and improvements, as necessary or prudent in the Lessee's sole judgment, for the operation of a water and wastewater utility. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind whatsoever to the leased premises or any buildings or improvements on it.

10. UTILITIES

Lessee shall transfer all utilities to its name, and be responsible for payment of same.

11. LIENS

(a) **Lessee's duty to keep premises free of liens.** Lessee shall keep all of the premises and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any mechanics', materialmen's, and other liens arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee. Lessee shall at all times promptly and fully pay and discharge all claims on which any lien may or could be based, and Lessee shall indemnify Lessor and all of the premises and all buildings and improvements on the premises against all liens and claims of liens and suits or other proceedings pertaining to those liens.

12. ATTORNEYS' FEES

If any action at law or in equity shall be brought to recover any rent under this lease, or for or on account of any breach of this lease, or to enforce or interpret any of the covenants, terms, or conditions of this lease, or for the recovery of the possession of the leased premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered, including any appeals.

13. REDELIVERY OF PREMISES

Lessee shall pay the rent and all other sums required to be paid by Lessee under this lease in the amounts, at the times, and in the manner provided in this lease. Lessee shall keep and perform all the terms and conditions of this lease on its part to be kept and performed, and at the expiration or sooner termination of this lease, Lessee shall peaceably and quietly surrender the premises to Lessor in good order and condition subject to the other provisions of this lease. In the event of the non-performance by Lessee of any of the covenants which Lessee has undertaken, this lease may be terminated as provided in this lease.

14. INSURANCE

(a) **Personal Injury liability insurance.** Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its appurtenances in the amount of \$1,000,000 for injury to or death of any one person, and \$1,000,000 for injury to or death of any number of persons in one occurrence. Lessee shall maintain in effect throughout the term of this lease property damage liability insurance in the amount of \$500,000. The insurance shall specifically insure Lessee against all liability assumed by it under this lease, as well as liability imposed by law, and shall insure both Lessor and Lessee, but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.

15. LESSEE'S OPTION TO TERMINATE

Lessee shall have the right, by written notice to Lessor given at least thirty (30) days prior to the intended termination date, to terminate this Lease. On the effective date of the termination, Lessee shall be relieved from all further liability under this lease and shall deliver possession of the leased Premises to Lessor.

16. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

On termination of this lease for any cause, Lessor shall remain or become the sole owner of the WWTP and any buildings on the leased premises, and shall be responsible for the proper decommissioning of the WWTP and demolition of the facilities at its own expense, in accordance with all applicable laws. Lessee shall be entitled to remove all stock, supplies, and equipment the Lessee brought onto the Premises. As part of the decommissioning of the WWTP, Lessor may transfer all wastewater liquids to the Lessee's off-premises wastewater treatment plant at no cost. Any sand, grit or other detritus in the bottom of tanks shall be disposed of by Lessor as required by law, at its own expense.

17. TRANSFER OF PERMITS

Prior to commencement of this Lease, the parties shall cooperate in the transfer of the WWTP permit from Lessor to Lessee. At or prior to Termination of this Lease, Lessee shall cooperate with Lessor in the transfer of the WWTP permit from Lessee to Lessor, or the replacement of the operation permit with a permit for decommissioning the plant obtained by Lessor at its own expense.

18. PARTIES BOUND

The covenants and conditions contained in this lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this lease. All of the parties to this lease shall be jointly and severally liable under the lease.

19. SECTION CAPTIONS

The captions appearing under the section number designations of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

20. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP

The terms and conditions in this Lease are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Lease or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Lease were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

IN WITNESS WHEREOF, Lessee and Lessor have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed.

Nov. 3. 2010 7:50PM - JONATHAN JAMES DAMONTE

No. 0824 P. 24/25

Asset Purchase Agreement Between Mink Associates I, LLC, Mink Associates II, LLC, and the City of Avon Park

LESSOR

Signed, sealed and delivered before these witnesses:

Heather Barker
(Signed)

Heather Barker
(Printed)

Camil Saab
(Signed)

[Signature]
(Printed)

LESSOR:

MINK ASSOCIATES I, LLC

By: Arlene Mink

Its: Managing Member

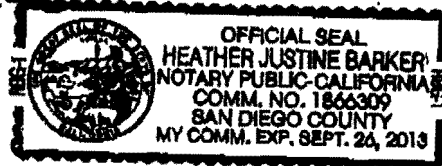
California
STATE OF FLORIDA
COUNTY OF San Diego

SWORN TO AND SUBSCRIBED freely and voluntarily for the purposes therein expressed before me by Arlene Mink, as the Managing Member for MINK ASSOC. LLC a Florida limited liability co., known to me to be the person described in and who executed the foregoing, this 4th day of NOVEMBER, 2010. She is personally known to me or has produced VALID DRIVER LICENSE (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of NOVEMBER, 2010.

Notary Public
Heather Justine Barker
My Council Expires:
Sept. 26, 2013

LESSEE



**Asset Purchase Agreement Between Mink Associates I, LLC, Mink Associates II, LLC,
and the City of Avon Park**

[SEAL]

CITY OF AVON PARK, FLORIDA,

**ATTEST: _____
Cheryl Tietjen, City Clerk**

**By: _____
Sharon Schuler, Mayor**

**APPROVED AS TO FORM AND
SUBSTANCE:**

**_____
Gerald T. Buhr, City Attorney**

FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

525 - W

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

MINK ASSOCIATES II, LLC d/b/a
CRYSTAL LAKE CLUB UTILITIES

Whose principal address is:

533 East Crystal Lake Drive
Avon Park, FL 33825 (Highlands County)

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

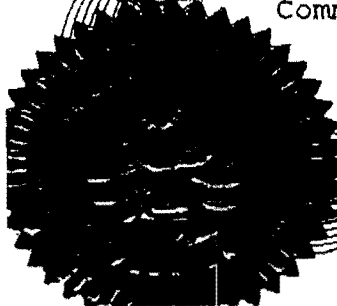
This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	22300	DOCKET	891011-WU
ORDER	23974	DOCKET	900527-WS
ORDER	PSC-01-0428-PAA-WS	DOCKET	991889-WS
ORDER	PSC-02-1027-FOF-WS	DOCKET	020101-WS
ORDER	PSC-05-0428-FOF-WS	DOCKET	041394-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Bonnie J. Bayo

Commission Clerk and Administrative Services Director



FLORIDA PUBLIC SERVICE COMMISSION

Certificate Number

454 - S

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

MINK ASSOCIATES II, LLC d/b/a
CRYSTAL LAKE CLUB UTILITIES

Whose principal address is:

533 East Crystal Lake Drive
Avon Park, FL 33825 (Highlands 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	21515	DOCKET	881002-WS
ORDER	23974	DOCKET	900527-WS
ORDER	PSC-01-0428-PAA-WS	DOCKET	991889-WS
ORDER	PSC-02-1027-FOF-WS	DOCKET	020101-WS
ORDER	PSC-05-0428-FOF-WS	DOCKET	041394-WS
ORDER		DOCKET	
ORDER		DOCKET	
ORDER		DOCKET	

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Blanca S. Davis

Commission Clerk and Administrative Services Director

