

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for amendment of Certificate No. 247-S by NORTH FORT MYERS UTILITY, INC. and cancellation of Certificate No. 240-S issued to LAKE ARROWHEAD VILLAGE, INC. in Lee County.	)	DOCKET NO. 930373-SU
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In Re: Application for limited proceeding for approval of current service rates, charges, classifications, rules and regulation, and service availability policies for customers of LAKE ARROWHEAD VILLAGE, INC. in Lee County, by NORTH MYERS UTILITY, INC.	)	DOCKET NO. 930379-SU ORDER NO. PSC-94-0966-PHO-SU ISSUED: August 10, 1994

PREHEARING ORDER

Pursuant to Notice, a Prehearing Conference was held on July 22, 1994, in Tallahassee, Florida, before Commissioner Diane K. Kiesling, as Prehearing Officer.

APPEARANCES:

MARTIN S. FRIEDMAN, Esquire, Rose, Sundstrom & Bentley,  
2548 Blairstone Pines Drive, Post Office Box 1567,  
Tallahassee, Florida 32302-1567  
On behalf of North Ft. Myers Utility, Inc.

THOMAS B. HART, Esquire, Humphrey & Knott, 1625 Hendry  
Street, Post Office Box 2449, Fort Myers, Florida 33902-  
2449  
On behalf of Lake Arrowhead Village, Inc.

STEPHEN C. REILLY, Esquire, Associate Public Counsel,  
Office of the Public Counsel, c/o The Florida  
Legislature, 111 West Madison Street, Suite 812,  
Tallahassee, Florida 32399-1400  
On behalf of the Citizens of The State of Florida

DOCUMENT NUMBER-DATE

08137 AUG 10 1994

FPSC-RECORDS/REPORTING

\*PAUL COGGINS, President, Lake Arrowhead Homeowners Association, Inc., 2969 Longview Lane, North Fort Myers, Florida 33917

On behalf of Lake Arrowhead Homeowners Association, Inc.

\*Mr. Coggins was excused from attending the Prehearing Conference.

BLAINE STROBLE, President, Laurel Estates Lot Owners Association, Inc., 2771 Deerfield Drive, North Fort Myers, Florida 33917

On behalf of Laurel Estates Lot Owners Association, Inc.

MARGARET E. O'SULLIVAN, Esquire, Florida Public Service Commission, 101 E. Gaines Street, Tallahassee, Florida 32399-0863

On behalf of the Commission Staff.

DAVID SMITH, Esquire, Florida Public Service Commission, 101 E. Gaines Street, Tallahassee, Florida 32399-0862  
Counsel to the Commissioners.

#### PREHEARING ORDER

##### I. CASE BACKGROUND

North Fort Myers Utility, Inc. (NFMU or utility) is a Class B utility which provides regional wastewater service to approximately 2,700 customers in northern Lee County. The utility's 1993 annual report indicates an annual operating revenue of \$687,000 and a net operating deficit of \$204,000.

On April 9, 1993, NFMU filed an application for amendment of its Wastewater Certificate No. 247-S to include service to the Lake Arrowhead Village and Laurel Estates subdivisions, which were served by Lake Arrowhead Village, Inc. (LAVI). On April 13, 1993, NFMU filed for a limited proceeding to establish rates and charges to those subdivisions. Continued operation of the wastewater plant serving the subdivisions would place the system in serious violation of environmental regulations. The system is currently operating under a Consent Order from the Florida Department of Environmental Protection (DEP). NFMU will take over the on-site collection lines and the two existing lift stations, and will construct, at its own expense, the necessary force main to the master lift station of Lake Arrowhead.

The service territory of the two subdivisions is currently served by LAVI under Certificate No. 240-S and consists of approximately 550 mobile homes. The NFMU treatment plant and disposal system has a capacity of 2 million gallons per day and has considerable excess capacity. NFMU's primary means of disposal is by effluent spray irrigation. NFMU and LAVI entered into a wastewater service agreement dated April 1, 1993, for connection to NFMU, the payment of service availability charges and the implementation of NFMU's monthly service charges.

Order No. PSC-93-1821-FOF-WS, issued on December 22, 1993, as proposed agency action (PAA), approved the request to amend NFMU's certificate and the limited proceeding to charge its current rates and charges in the approved territory. The order stated that petitions must be filed by the close of business on January 12, 1994. A petition was timely filed by Lake Arrowhead Homeowners Association, Inc. (LAHA) and Laurel Estates Lot Owners Association, Inc. (LELO), and the protest has been set for formal hearing on August 17, 1994. The Office of Public Counsel (OPC) has also intervened in this docket.

On January 18, 1994, NFMU filed a Motion to Convert Protest to Informal Proceeding, on the grounds that there were no disputed issues of material fact. On January 25, 1994, OPC filed a Motion to Clarify Order No. PSC-93-1821-FOF-WS, seeking to resolve what OPC believed was an inconsistency in the order.

The parties subsequently filed a Stipulation for the Commission's review and approval. In the Stipulation, the parties agreed that the only remaining issues to be resolved by the Commission were the appropriate amount of service availability charges to be paid to NFMU, and whether LAVI should be required to pay all or any portion of the service availability charges payable to NFMU. The protestors agreed to withdraw their protests to the Order as it related to granting NFMU an amendment of its certificate, cancelling LAVI's certificate, imposing NFMU's rates on LAVI's current customers, and imposing NFMU's charges (with the exception of the service availability charges) on LAVI's current customers. NFMU agreed not to collect any service availability charges from customers of LAVI until the Commission makes a final determination of the proper amount of service availability charge. NFMU and OPC also agreed to withdraw their pending motions. On June 15, 1994, the Commission issued Order No. PSC-94-0737-FOF-SU, which approved the stipulation and ordered that the portions of Order No. PSC-93-1821-FOF-WS that were not in dispute were made final and effective.

## II. PROCEDURE FOR HANDLING CONFIDENTIAL INFORMATION

A. Any information provided pursuant to a discovery request for which proprietary confidential business information status is requested shall be treated by the Commission and the parties as confidential. The information shall be exempt from Section 119.07(1), Florida Statutes, pending a formal ruling on such request by the Commission, or upon the return of the information to the person providing the information. If no determination of confidentiality has been made and the information has not been used in the proceeding, it shall be returned expeditiously to the person providing the information. If a determination of confidentiality has been made and the information was not entered into the record of the proceeding, it shall be returned to the person providing the information within the time periods set forth in Section 364.183(2), Florida Statutes.

B. It is the policy of the Florida Public Service Commission that all Commission hearings be open to the public at all times. The Commission also recognizes its obligation pursuant to Section 364.183, Florida Statutes, to protect proprietary confidential business information from disclosure outside the proceeding.

In the event it becomes necessary to use confidential information during the hearing, the following procedures will be observed:

- 1) Any party wishing to use any proprietary confidential business information, as that term is defined in Section 367.156, Florida Statutes, shall notify the Prehearing Officer and all parties of record by the time of the Prehearing Conference, or if not known at that time, no later than seven (7) days prior to the beginning of the hearing. The notice shall include a procedure to assure that the confidential nature of the information is preserved as required by statute.
- 2) Failure of any party to comply with 1) above shall be grounds to deny the party the opportunity to present evidence which is proprietary confidential business information.
- 3) When confidential information is used in the hearing, parties must have copies for the Commissioners, necessary staff, and the Court Reporter, in envelopes clearly marked with the

nature of the contents. Any party wishing to examine the confidential material that is not subject to an order granting confidentiality shall be provided a copy in the same fashion as provided to the Commissioners, subject to execution of any appropriate protective agreement with the owner of the material.

- 4) Counsel and witnesses are cautioned to avoid verbalizing confidential information in such a way that would compromise the confidential information. Therefore, confidential information should be presented by written exhibit when reasonably possible to do so.
- 5) At the conclusion of that portion of the hearing that involves confidential information, all copies of confidential exhibits shall be returned to the proffering party. If a confidential exhibit has been admitted into evidence, the copy provided to the Court Reporter shall be retained in the Commission Clerk's confidential files.

### III. POST-HEARING PROCEDURE

Rule 25-22.056(3), Florida Administrative Code, requires each party to file a post-hearing statement of issues and positions. You must include in that statement, a summary of each position of no more than 50 words, set off with asterisks. If a party's position has not changed since the issuance of the prehearing order, the post-hearing statement may simply restate the prehearing position; however, if the prehearing position is longer than 50 words, it must be reduced to no more than 50 words. The rule also provides that if a party fails to file a post-hearing statement in conformance with the rule, that party shall have waived all issues and may be dismissed from the proceeding.

A party's proposed findings of fact and conclusions of law, if any, statement of issues and positions, and brief, shall together total no more than 60 pages, and shall be filed at the same time. The prehearing officer may modify the page limit for good cause shown. Please see Rule 25-22.056, Florida Administrative Code, for other requirements pertaining to post-hearing filings.

IV. PREFILED TESTIMONY AND EXHIBITS

Testimony of all witnesses to be sponsored by the parties has been prefiled. All testimony which has been prefiled in this case will be inserted into the record as though read after the witness has taken the stand and affirmed the correctness of the testimony and associated exhibits. All testimony remains subject to appropriate objections. Each witness will have the opportunity to orally summarize his or her testimony at the time he or she takes the stand. Upon insertion of a witness' testimony, exhibits appended thereto may be marked for identification. After all parties and Staff have had the opportunity to object and cross-examine, the exhibit may be moved into the record. All other exhibits may be similarly identified and entered into the record at the appropriate time during the hearing.

Witnesses are reminded that, on cross-examination, responses to questions calling for a simple yes or no answer shall be so answered first, after which the witness may explain his or her answer.

V. ORDER OF WITNESSES

DIRECT

<u>Witness</u>	<u>Appearing For</u>	<u>Issue #</u>
A.A. Reeves, III	NFMU	All
David S. Howell	LAVI	2, 2(a) - (c)
Steven K. Morrison	LAVI	2, 2(a) - (c)
Kimberly H. Dismukes	OPC	All

REBUTTAL

<u>Witness</u>	<u>Appearing For</u>	<u>Issue #</u>
David S. Howell	LAVI	2, 2(a) - (c)
Steven K. Morrison	LAVI	2, 2(a) - (c)

VI. BASIC POSITIONS

NFMU: The customers formerly served by Lake Arrowhead Village, Inc. should pay NFMU service availability charges of \$740 each. There is no factual basis for the PSC to create a new "senior citizen mobile home owners" class of customer. There is no legal or factual basis for Lake Arrowhead Village, Inc. to pay any portion of the service availability charges.

LAVI: LAVI's wastewater plant could not meet today's regulations, forcing LAVI to reach an agreement with NFMU to provide that service to its customers. Those customers must pay service availability charges contained in NFMU's approved tariff. LAVI has never collected service availability or system connection charges from any of its customers. The subdivision deed restrictions are of no moment in these proceedings.

LELO: The appropriate service availability charge to be collected by NFMU to serve the former customers of LAVI should be \$375 (including gross-up) per residential connection, rather than the \$740 (including gross-up) per customer being proposed by NFMU. The charge proposed by NFMU is not fair because it assumes that the Lake Arrowhead and Laurel Estates homeowners will utilize more than twice as much wastewater services as they have historically used in the past. The Commission should authorize NFMU to collect no more than the \$375 per mobile home connection to serve these two subdivisions and it should direct NFMU to amend its tariff to provide for a service availability charge of \$231 (before gross-up) for senior citizen mobile home customers. LAVI should pay NFMU the service availability charge the Commission ultimately decides is the appropriate charge to serve these two subdivisions. NFMU contracted with LAVI to collect this charge and it should enforce the contract and collect the charge from LAVI.

LAHA: The appropriate service availability charge to be collected by NFMU to serve the former customers of LAVI should be \$375 (including gross-up) per residential connection, rather than the \$740 (including gross-up) per customer being proposed by NFMU. The charge proposed by NFMU is not fair because it assumes that the Lake Arrowhead and Laurel Estates homeowners will utilize more than twice as much wastewater services as they have historically used in the past. The Commission should

authorize NFMU to collect no more than the \$375 per mobile home connection to serve these two subdivisions and it should direct NFMU to amend its tariff to provide for a service availability charge of \$231 (before gross-up) for senior citizen mobile home customers. LAVI should pay NFMU the service availability charge the Commission ultimately decides is the appropriate charge to serve these two subdivisions. NFMU contracted with LAVI to collect this charge and it should enforce the contract and collect the charge from LAVI.

OPC: The appropriate service availability charge to be collected by NFMU to serve the former customers of LAVI should be \$375 (including gross-up) per customer being proposed by NFMU. The charge proposed by NFMU is not fair because it assumes that the Lake Arrowhead and Laurel Estates homeowners will utilize more than twice as much wastewater services as they have historically used in the past. The Commission should authorize NFMU to collect no more than the \$375 per mobile home connection to serve these two subdivisions and it should direct NFMU to amend its tariff to provide for a service availability charge of \$231 (before gross-up) for senior citizen mobile home customers. LAVI should pay NFMU the service availability charge the Commission ultimately decides is the appropriate charge to serve these two subdivisions. NFMU contracted with LAVI to collect this charge and it should enforce the contract and collect the charge from LAVI.

STAFF: Staff's positions are preliminary and based on materials filed by the parties and on discovery. The preliminary positions are offered to assist the parties in preparing for the hearing. Staff's final positions will be based upon all the evidence in the record and may differ from the preliminary positions. The information gathered through discovery and prefiled testimony indicates, at this point, that the customers should pay the service availability charge of \$740, as based upon the agreement between Lake Arrowhead Village, Inc. (LAVI) and North Fort Myers Utility, Inc. (NFMU), and based upon NFMU's tariff.



VII. ISSUES AND POSITIONS

ISSUE 1: What is the appropriate amount of service availability charge to be collected by NFMU to serve the customers formerly served by LAVI?

POSITIONS

NFMU: \$740 (including gross-up).  
LAVI: \$740 (includes gross-up) as per NFMU approved tariff.  
LELO: \$375 (including gross-up) per residential connection.  
LAHA: \$375 (including gross-up) per residential connection.  
OPC: \$375 (including gross-up) per residential connection.  
STAFF: \$740, as based upon those charges set forth in the agreement between NFMU and LAVI, and as set forth in NFMU's tariff.

ISSUE 1a: Should the Commission establish a new "senior citizen mobile home owners" class of customers for service availability charges?

POSITIONS

NFMU: No. The Lake Arrowhead and Laurel Estates communities are not exempt from the Fair Housing Act, which prohibits discrimination in housing based upon familiar status.  
LAVI: No position.  
LELO: Yes.  
LAHA: Yes.  
OPC: Yes.  
STAFF: No. The service availability charge should be based upon NFMU's tariff. NFMU has already reduced the charge to account for mobile home usage. The class of customers would violate Sections 367.081(2)(a) and 367.101(1), Florida Statutes.

**ISSUE 2:** Should the Commission determine that LAVI is liable to pay all or a portion of the service availability charges payable to NFMU to serve the former customers of LAVI?

**POSITIONS**

**NFMU:** No, for the same reasons set forth by LAVI and Staff.

**LAVI:** No, the Commission has full, complete and absolute authority to set charges and such private contracts are irrelevant. If the Commission should consider the deed restrictions they would have no effect in this instance because they do not authorize, or require, LAVI to collect system capacity charges, and no such charges were ever collected.

**LELO:** Yes, the Commission should determine that LAVI is liable to pay all of the service availability charges payable to NFMU to serve the former customers of LAVI.

**LAHA:** Yes, the Commission should determine that LAVI is liable to pay all of the service availability charges payable to NFMU to serve the former customers of LAVI.

**OPC:** Yes, the Commission should determine that LAVI is liable to pay all of the service availability charges payable to NFMU to serve the former customers of LAVI.

**STAFF:** No. To do so would be inconsistent with past Commission decisions. The dispute between the customers and LAVI is a contractual matter which should be addressed in a civil court proceeding.

**ISSUE 2a:** Should the Commission consider the requirements of the Lake Arrowhead and Laurel Estates Deed of Restrictions when resolving Issue 2? If so, what effect should the deeds of restrictions have upon the Commission's decision as to Issue 2?

**POSITIONS**

**NFMU:** No. Even if the deed restrictions are considered, it would not result in LAVI being liable to pay service availability charges to NFMU for the former customers of LAVI.

LAVI: No. The deed restrictions do not authorize or require payment of wastewater "connection fees." LAVI did not collect any system capacity charges from any of the customers. Furthermore, the deed restrictions do not address service availability charges as defined by Florida law. Even if such charges were addressed by the deed restrictions, the PSC has plenary authority over such charges notwithstanding any statements to the contrary in private contracts.

LELO: Yes, the Commission should find that the customers of Laurel Estates and Lake Arrowhead have paid a capacity charge to LAVI as set forth in terms of the deed restrictions. Consequently, the Commission should find that LAVI should be responsible for paying the capacity charges to NFMU.

LAHA: Yes, the Commission should find that the customers of Laurel Estates and Lake Arrowhead have paid a capacity charge to LAVI as set forth in terms of the deed restrictions. Consequently, the Commission should find that LAVI should be responsible for paying the capacity charges to NFMU.

OPC: Yes, the Commission should find that the customers of Laurel Estates and Lake Arrowhead have paid a capacity charge to LAVI as set forth in terms of the deed restrictions. Consequently, the Commission should find that LAVI should be responsible for paying the capacity charges to NFMU.

STAFF: No. That is a contractual matter which should be settled between the parties in a civil court proceeding.

ISSUE 2b: Should the Commission consider the terms of NFMU's service availability tariff and its wastewater service agreement with LAVI when resolving Issue 2? If so, what effect should the service availability tariff and wastewater service agreement have upon the Commission's decision as to Issue 2.

POSITIONS

NFMU: Yes, however, the persons not a party to a contract may not interpret that contract differently than that which was agreed upon by the parties to the contract, and

previous interpretations of such contract by the Public Service Commission.

LAVI: Yes, the Commission should consider the terms of NFMU's tariff. Yes, the Commission should consider the terms of the wastewater service agreement between NFMU and LAVI.

LELO: Yes, the Commission should find that the wastewater service agreement binds LAVI to pay the service availability charges, not the customers of LAVI. The terms of NFMU's service availability tariff do not obligate the former customers of LAVI to pay a capacity charge at the time they hook-up to the NFMU system. This is consistent with the terms of the wastewater service agreement which obligates LAVI to pay NFMU's imposed service availability charges.

LAHA: Yes, the Commission should find that the wastewater service agreement binds LAVI to pay the service availability charges, not the customers of LAVI. The terms of NFMU's service availability tariff do not obligate the former customers of LAVI to pay a capacity charge at the time they hook-up to the NFMU system. This is consistent with the terms of the wastewater service agreement which obligates LAVI to pay NFMU's imposed service availability charges.

OPC: Yes, the Commission should find that the wastewater service agreement binds LAVI to pay the service availability charges, not the customers of LAVI. The terms of NFMU's service availability tariff do not obligate the former customers of LAVI to pay a capacity charge at the time they hook-up to the NFMU system. This is consistent with the terms of the wastewater service agreement which obligates LAVI to pay NFMU's imposed service availability charges.

STAFF: The Commission should consider the tariff and agreement to the extent that those documents set forth the amount to be collected. As stated in Staff's position on Issue 2, LAVI should not be liable to pay all or a portion of the service availability charge.

ISSUE 2c: Does the Commission have the authority to order LAVI to pay all or any portion of the service availability charges?

POSITIONS

NFMU: No. Under the facts of this case, the Commission does not have the authority to order LAVI to pay any portion of the service availability charges.

LAVI: No, the PSC has no authority to order a non-user of service to pay service availability charges.

LELO: Yes.

LAHA: Yes.

OPC: Yes.

STAFF: Yes.

VIII. EXHIBIT LIST

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
<u>Direct</u>			
A.A. Reeves	Utility	AAR-1	A.A. Reeves summary of experience
		AAR-2	Wastewater Agreement
David S. Howell	LAVI	DSH-1	Letter from Reeves to LAVI (5/14/92)
	"	DSH-2	LAVI Sewer Schedule IV Statement of revenues and expenses for 1992
	"	DSH-3	Letter from Reeves to LAVI re: service proposal (1/25/93)
	"	DSH-4	Letter from Reeves to Kayusa w/agreement (2/26/93)

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
"		DSH-5	Letter from Kayusa to Reeves re: Wastewater Agreement (3/11/93)
"		DSH-6	Letter Sundstron to Kayusa (3/15/93)
"		DSH-7	Letter Sundstron to Kayusa (3/15/93)
"		DSH-8	Wastewater Agreement between LAVI and NFMU (4/1/93)
"		DSH-9	Order: Amended Summary Judgment in <u>MLH Property Managers, Inc. v. Cox</u> (Composite)
"		DSH-10	LAVI's Annual Report for 1992
"		DSH-11	Letter Friedman to Kayusa (5/11/93) (Composite)
"		DSH-12	Letter Reeves to LAVI re: customer meeting (5/21/93)
"		DSH-13	Letter from Howell to Hart and Reeves re: letter to homeowners (5/25/93) (Composite)
"		DSH-14	Memo Reeves w/copy of notice to homeowners (6/18/93) (Composite)
"		DSH-15	Memo Myers to Reeves re: newsletter (2/28/94)

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
"		DSH-16	LAVI Sewer Schedule IV Statement of revenues and expenses for 1993
"		DSH-17	Letter Howell to Long re: sewer pond (3/3/94)
"		DSH-18	Letter Howell to Long re: sewer pond (3/7/94) (Composite)
"		DSH-19	Memo Reeves re: interest on customer deposits (3/7/94) (Composite)
"		DSH-20	LAVI's Annual Report for 1993
"		DSH-21	Forest Park/NFMU Wastewater Agreement
"		DSH-22	Deed Restrictions of Laurel Estates (with amendments)
"		DSH-23	Deed Restrictions of Lake Arrowhead Village (with amendments)
"		DSH-24	All documents produced by other parties
"		DSH-25	Memo to unit owners of Forest Park (11/5/92)
"		DSH-26	Sales Contract, Closing Statement and Warranty Deed for Lot 8, Block B, Laurel Estates (1971)

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
"		DSH-27	Warranty Deed from William Winters to David S. Howell (1969)
"		DSH-28	Warranty Deed from David and Jane Howell to Laurel Estates Mobile Village for Block C, Laurel Estates (1982)
"		DSH-29	Warranty Deed from Laurel Estates Utilities to Laurel Estates Mobile Village (1982)
"		DSH-30	Certificates of Good Standing (10/6/82) (composite)
"		DSH-31	Sales Contract for Lot 1, Block B, Laurel Estates (1984)
"		DSH-32	Warranty Deed from Frank and Bernice Stewart to David and Jane Howell for Lot 1, Block B, Laurel Estates (1972)
"		DSH-33	Warranty Deed from David and Jane Howell to Ida and Joseph O'Brien for Lot 1, Block B, Laurel Estates (1974)
"		DSH-34	Warranty Deed from Ida and Joseph O'Brien to Blaine and Myrna Stroble for Lot 1, Block B, Laurel Estates (1984)



<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
"		DSH-35	Deed from WHGC Corporation (or Book 1824, Page 93, Public Records of Lee County (1985))
"		DSH-36	Lee County Tax Assessor's documents pertaining to LAVI plant and pond (composite)
"		DSH-37	Warranty Deed from Lake Arrowhead Mobile Village, Inc. and Laurel Estates Mobile Village, Inc. to LAVI (or 1772/pg.0646) (1985)
"		DSH-38	1985 Quit-claim deed from WHGC, Inc. to LAVI (or 1777/pg 3486) (1985)
"		DSH-39	Warranty Deed from Lake Arrowhead Mobile Village, Inc. and Laurel Estates Mobile Village, Inc. to WHGC, Inc. (or 1772/pg. 0548) (1985)
"		DSH-40	All Staff-prepared memoranda and documentation presented at agenda conferences in these dockets.
"		DSH-41	Location Map
"		DSH-42	Consent Order with DEP and letter (8/4/93)

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
	"	DSH-43	Letter DEP to Howell re: execution of wastewater agreement (3/15/93)
	"	DSH-44	Letter DEP to Howell (7/14/93)
	"	DSH-45	Letter Morrison to Howell re: connection (3/3/93)
	"	DSH-46	Letter DEP to J.E. Chapdelaine (7/27/93)
Kimberly H. Dismukes	OPC	KHD-1	Qualifications of Kimberly H. Dismukes
	"	KHD-2	Schedules 1-5 (composite)
	"	KHD-3	Deed restrictions for Lake Arrowhead Village and Laurel Estates (composite)
	"	KHD-4	Service availability tariff of NFMU
<u>Rebuttal</u>			
Steven K. Morrision	LAVI	SKM-1	Steven K. Morrison, summary of experience
"	"	SKM-2	Department of Environmental Protection Consent Order, 8/16/93

Parties and Staff reserve the right to identify additional exhibits for the purpose of cross-examination.

IX. PROPOSED STIPULATIONS

There are no proposed stipulations at this time. However, the parties have entered into a Stipulation which was approved by the Commission in Order No. PSC-94-0737-FOF-SU, issued June 15, 1994.


X. PENDING MOTIONS

There are no pending motions. On May 26, 1994, Lake Arrowhead Village, Inc. filed a Motion for Protective Order. LAVI has since withdrawn the motion.

It is therefore,

ORDERED by Commissioner Diane K. Kiesling, as Prehearing Officer, that this Prehearing Order shall govern the conduct of these proceedings as set forth above unless modified by the Commission.

By ORDER of Commissioner Diane K. Kiesling, as Prehearing Officer, this 10th day of August, 1994.

  
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DIANE K. KIESLING, Commissioner and  
Prehearing Officer

( S E A L )

MEO

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: 1) reconsideration within 10 days pursuant to Rule 25-22.038(2), Florida Administrative Code, if issued by a Prehearing Officer; 2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida Administrative Code, if issued by the Commission; or 3) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of Records and Reporting, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.