

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: July 26, 2006
TO: Blanca S. Bayó, Commission Clerk and Administrative Services Director
FROM: Patricia L. Brady, Regulatory Analyst IV, Division of Economic Regulation **pb**
RE: Docket No. 030682-WS, Dual application by Zellwood Station Co-Op, Inc. for transfer of portion of water and wastewater facilities to Orange County, for transfer of remaining facilities to Zellwood Station Community Association, Inc., and request for cancellation of Certificate Nos. 602-W and 518-S.

Please add to the docket file the attached letter dated June 5, 2006, from W. Christopher Browder, Esq., for the firm. The attachments to the letter modify the first page of the five Customer Membership and Participate Agreements filed in Document No. 04478-06.

Attachment

DOCUMENT NUMBER-DATE
06613 JUL 27 '06
FPSC-COMMISSION CLERK

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W. Christopher Browder

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June 5, 2006

VIA U.S. MAIL

Ms. Jennifer Brubaker
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 030682-WS, Dual application by Zellwood Station Co-Op, Inc. for transfer of portion of water and wastewater facilities to City of Apopka, for transfer of remaining facilities to Zellwood Station Community Association, Inc., and request for cancellation of Certificate Nos. 602-W and 518-S.

Dear Ms. Brubaker:

We previously filed in the above referenced docket copies of the following documents in support of the Dual Application for Transfer:

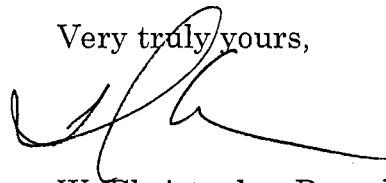
- 1) Customer Membership and Participation Agreement of May 16, 2006 by and between Zellwood Station Community Association, Inc. and Banbury Village Association Inc.
- 2) Customer Membership and Participation Agreement of May 16, 2006 by and between Zellwood Station Community Association, Inc. and Citrus Ridge Village Association, Inc.
- 3) Customer Membership and Participation Agreement of May 16, 2006 by and between Zellwood Station Community Association, Inc. and Oak Grove Village Association, Inc.
- 4) Customer Membership and Participation Agreement of May 17, 2006 by and between Zellwood Station Community Association, Inc. and CMC Foods, Inc.

Jennifer Brubaker
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5) Customer Membership and Participation Agreement of May 17, 2006
by and between Zellwood Station Community Association, Inc. and Zellwood Station
Co-Op, Inc.

It was brought to my attention by Pat Brady that on the first page of Items 1
– 6 above there was a minor typographical error that you discussed with her and
wished to have corrected. I have attached for your files the corrected first page of
each of the above documents provided to me by Zellwood Station Community
Association, Inc. Please do not hesitate to call should you have any further
questions on these documents.

Very truly yours,



W. Christopher Browder, Esquire
Gray|Robinson, P.A.

WCB:ds

cc: Ms. Patricia L. Brady, Florida Public Service Commission
Mr. John Hunter, Zellwood Station Co-Op
Ms. Karen McMican, Zellwood Station Co-Op
Thomas A. Cloud, Esquire

CUSTOMER MEMBERSHIP AND PARTICIPATION AGREEMENT

This Customer Participation Agreement ("Agreement") is entered into as of this 16th day of May, 2006, by and between Zellwood Station Community Association, Inc. (the "Association"), and Oak Grove Village Association, Inc., an individual or entity whose address is c/o Vista CAM, P.O. Box 162147, Altamonte Springs, FL 32716-2147 ("Customer").

RECITALS

- A. Upon the approval of the Dual Application for Transfer to Governmental Authority and for Sale, Assignment or Transfer of Certificate or Facilities to An Exempt Entity which was filed by Zellwood Station Co-Op, Inc. in order to gain permission from the Florida Public Service Commission for the Utility to transfer its water and wastewater facilities to the Association, the Association will become the new retail water and wastewater utility provider for the Customer.
- B. All current lot owner members of the Association have voting rights relative to the business of the Association, including any activities that will be required relating to the provision of utilities by the Association to its customers.
- C. The Association's members on January 19, 2006 approved the Association's actions necessary to take over as the retail utility provider for the former customers of Zellwood Station Co-Op, Inc.
- D. Certain utility customers of the Association, like Customer, who are not lot owner members of the Association but who will receive utility service are required to have a right to participate in the decisions by the Association on matters related to utility rates, charges and services to be provided by the Association absent oversight by the Florida Public Service Commission.
- E. Pursuant to the authority granted by the members of the Association to have the board take the necessary actions to allow the Association to take over as retail water and wastewater utility provider, the Association desires to enter into a written agreement with Customer in order to provide the Customer the rights necessary to participate along with the Association members in the decisions of the Association in the actions taken relative to the utility rates, fees, charges and service affecting the retail utility Customer of the Association.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, Association and Customer hereby agree as follows:

CUSTOMER MEMBERSHIP AND PARTICIPATION AGREEMENT

This Customer Participation Agreement ("Agreement") is entered into as of this 16th day of May, 2006, by and between Zellwood Station Community Association, Inc. (the "Association"), and Banbury Village Association, Inc., an individual or entity whose address is c/o Vista CAM, P.O.Box 162147, Altamonte Springs, FL 32716-2147 ("Customer").

RECITALS

- A. Upon the approval of the Dual Application for Transfer to Governmental Authority and for Sale, Assignment or Transfer of Certificate or Facilities to An Exempt Entity which was filed by Zellwood Station Co-Op, Inc. in order to gain permission from the Florida Public Service Commission for the Utility to transfer its water and wastewater facilities to the Association, the Association will become the new retail water and wastewater utility provider for the Customer.
- B. All current lot owner members of the Association have voting rights relative to the business of the Association, including any activities that will be required relating to the provision of utilities by the Association to its customers.
- C. The Association's members on January 19, 2006 approved the Association's actions necessary to take over as the retail utility provider for the former customers of Zellwood Station Co-Op, Inc.
- D. Certain utility customers of the Association, like Customer, who are not lot owner members of the Association but who will receive utility service are required to have a right to participate in the decisions by the Association on matters related to utility rates, charges and services to be provided by the Association absent oversight by the Florida Public Service Commission.
- E. Pursuant to the authority granted by the members of the Association to have the board take the necessary actions to allow the Association to take over as retail water and wastewater utility provider, the Association desires to enter into a written agreement with Customer in order to provide the Customer the rights necessary to participate along with the Association members in the decisions of the Association in the actions taken relative to the utility rates, fees, charges and service affecting the retail utility Customer of the Association.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, Association and Customer hereby agree as follows:

CUSTOMER MEMBERSHIP AND PARTICIPATION AGREEMENT

This Customer Participation Agreement ("Agreement") is entered into as of this 16th day of May, 2006, by and between Zellwood Station Community Association, Inc. (the "Association"), and Citrus Ridge Village Association, Inc., an individual or entity whose address is c/o Vista CAM, P.O. Box 162147, Altamonte Springs, FL 32716-2147 ("Customer").

RECITALS

- A. Upon the approval of the Dual Application for Transfer to Governmental Authority and for Sale, Assignment or Transfer of Certificate or Facilities to An Exempt Entity which was filed by Zellwood Station Co-Op, Inc. in order to gain permission from the Florida Public Service Commission for the Utility to transfer its water and wastewater facilities to the Association, the Association will become the new retail water and wastewater utility provider for the Customer.
- B. All current lot owner members of the Association have voting rights relative to the business of the Association, including any activities that will be required relating to the provision of utilities by the Association to its customers.
- C. The Association's members on January 19, 2006 approved the Association's actions necessary to take over as the retail utility provider for the former customers of Zellwood Station Co-Op, Inc.
- D. Certain utility customers of the Association, like Customer, who are not lot owner members of the Association but who will receive utility service are required to have a right to participate in the decisions by the Association on matters related to utility rates, charges and services to be provided by the Association absent oversight by the Florida Public Service Commission.
- E. Pursuant to the authority granted by the members of the Association to have the board take the necessary actions to allow the Association to take over as retail water and wastewater utility provider, the Association desires to enter into a written agreement with Customer in order to provide the Customer the rights necessary to participate along with the Association members in the decisions of the Association in the actions taken relative to the utility rates, fees, charges and service affecting the retail utility Customer of the Association.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, Association and Customer hereby agree as follows:

CUSTOMER MEMBERSHIP AND PARTICIPATION AGREEMENT

This Customer Participation Agreement ("Agreement") is entered into as of this 17th day of MAY, 2006, by and between Zellwood Station Community Association, Inc. (the "Association"), and CMC Foods, Inc., an individual or entity whose address is 2728 Cayman Circle, Zellwood, FL 32798 ("Customer").

RECITALS

- A. Upon the approval of the Dual Application for Transfer to Governmental Authority and for Sale, Assignment or Transfer of Certificate or Facilities to An Exempt Entity which was filed by Zellwood Station Co-Op, Inc. in order to gain permission from the Florida Public Service Commission for the Utility to transfer its water and wastewater facilities to the Association, the Association will become the new retail water and wastewater utility provider for the Customer.
- B. All current lot owner members of the Association have voting rights relative to the business of the Association, including any activities that will be required relating to the provision of utilities by the Association to its customers.
- C. The Association's members on January 19, 2006 approved the Association's actions necessary to take over as the retail utility provider for the former customers of Zellwood Station Co-Op, Inc.
- D. Certain utility customers of the Association, like Customer, who are not lot owner members of the Association but who will receive utility service are required to have a right to participate in the decisions by the Association on matters related to utility rates, charges and services to be provided by the Association absent oversight by the Florida Public Service Commission.
- E. Pursuant to the authority granted by the members of the Association to have the board take the necessary actions to allow the Association to take over as retail water and wastewater utility provider, the Association desires to enter into a written agreement with Customer in order to provide the Customer the rights necessary to participate along with the Association members in the decisions of the Association in the actions taken relative to the utility rates, fees, charges and service affecting the retail utility Customer of the Association.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, Association and Customer hereby agree as follows:

CUSTOMER MEMBERSHIP AND PARTICIPATION AGREEMENT

This Customer Participation Agreement ("Agreement") is entered into as of this 17th day of MAY, 2006, by and between Zellwood Station Community Association, Inc. (the "Association"), and Zellwood Station, Co-op Inc., an individual or entity whose address is 2626 Spillman Drive, Zellwood, FL 32798 ("Customer").

RECITALS

- A. Upon the approval of the Dual Application for Transfer to Governmental Authority and for Sale, Assignment or Transfer of Certificate or Facilities to An Exempt Entity which was filed by Zellwood Station Co-Op, Inc. in order to gain permission from the Florida Public Service Commission for the Utility to transfer its water and wastewater facilities to the Association, the Association will become the new retail water and wastewater utility provider for the Customer.
- B. All current lot owner members of the Association have voting rights relative to the business of the Association, including any activities that will be required relating to the provision of utilities by the Association to its customers.
- C. The Association's members on January 19, 2006 approved the Association's actions necessary to take over as the retail utility provider for the former customers of Zellwood Station Co-Op, Inc.
- D. Certain utility customers of the Association, like Customer, who are not lot owner members of the Association but who will receive utility service are required to have a right to participate in the decisions by the Association on matters related to utility rates, charges and services to be provided by the Association absent oversight by the Florida Public Service Commission.
- E. Pursuant to the authority granted by the members of the Association to have the board take the necessary actions to allow the Association to take over as retail water and wastewater utility provider, the Association desires to enter into a written agreement with Customer in order to provide the Customer the rights necessary to participate along with the Association members in the decisions of the Association in the actions taken relative to the utility rates, fees, charges and service affecting the retail utility Customer of the Association.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, Association and Customer hereby agree as follows: