

State of Florida



ORIGINAL

Public Service Commission

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

RECEIVED
07 FEB -8 PM 2:49
COMMISSION
CLERK

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

DATE: February 2, 2007

TO: Ann Cole, Chief of Records, Division of the Commission Clerk & Administrative Services

FROM: Rosanne Gervasi, Senior Attorney, Office of the General Counsel *PE FA RG*

RE: Docket Number 020640-Su - Application for certificate to provide wastewater service in Lee County by Gistro, Inc.

Please place the attached correspondence in the above-referenced docket file. Thank you.

RG/PE

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- RCA _____
- SCR _____
- SGA _____
- SEC _____
- OTH _____

DOCUMENT NUMBER-DATE

01329 FEB-85

FPSC-COMMISSION CLERK

Rosanne Gervasi

From: Forest Mere Court Condo Association [f.m.ccondo.ass@comcast.net]
Sent: Tuesday, February 06, 2007 2:33 PM
To: Rosanne Gervasi
Subject: Gistro. Inc. Emth Homes Inc Fritz Jacob Holzberg.

Importance: High

Attachments: Scan0001.jpg; Scan0002.jpg; Scan0003.jpg; Scan0004.jpg



Scan0001.jp g (364 KB) Scan0002.jp g (400 KB) Scan0003.jp g (439 KB) Scan0004.jp g (323 KB)

Dear Ms Gervasi,

I received your letter from February 1, 2007 Please I would like kindly to inform you to take this to the record to Docket No.020640 Rule 25-30.033(1)(j)Gistro Inc. Wastewater Service Territory, that I own this deed signed by Mr.Holzberg and recordet 1998 signed by Holzberg 1994

1 \$0.00 FOREST MERE JOINT VENTURE DEPAZ STEFAN 3/11/1998 Mortgage
O
2931 221 PAR IN 1/4,25-47S-25E 4343248

Sincerely

Stephan de Paz Phd.

-----Original Message-----

From: Peace Of Life Corporation [mailto:peace.of.life@comcast.net]
Sent: Sunday, May 21, 2006 6:07 PM
To: RGervasi@PSC.STATE.FL.US; JOHN18571@aol.com
Subject: Gistro. Inc. Emth Homes Inc Fritz Jacob Holzberg.
Importance: High

Dear Ms Gervasi to your information,
on wednesday the 17, May 06 I had a half hour meeting with Mr Mel Fischer from BSU (Bonita Springs Utility).
Regards of the manhole of the suer pipes Forest Mere Dr., Red Hibiscus Dr.
and Robin

Way (at my Apartments) Mrs Mel Fischer verified that all the pipes as seen on BSU Camera proof thru the pipes that all manholes have severe Cracks. I have ask him to send you the Video Copies to proof that Mr Fritz Jacob Holzberg is absolutely not

capable to maintain the pump stations.

One of my neighbor Mr Dale Melvin Marietta Forest Mere and Mr Earl Schmith second house of mine at Red Hibiscus Dr. has send you already the pictures. Mr Dale Melvin Marietta and I send every file to the State Attorney Mr. D. Malloy. Ms Dawn Hauffe is proof that Mr Holzberg thru Emth Homes forced to rip-off Ms.Dawn Hauffe to force a buying contract of \$100 to her Town house thru a fake signature.

Thank you in Advance

Sincerely

Dr. Stephan de Paz

-----Original Message-----

From: Peace Of Life Corporation [mailto:peace.of.life@comcast.net]

Sent: Monday, May 15, 2006 4:31 PM

To: Darrin Schutt

Subject: RE: participation in the staff meeting with Gistro, Inc. at 10 a.m.
on is not posible for me!

Importance: High

-----Original Message-----

From: Rosanne Gervasi [mailto:RGervasi@PSC.STATE.FL.US]

Sent: Thursday, May 11, 2006 3:42 PM

To: Peace Of Life Corporation

Subject: RE: participation in the staff meeting with Gistro, Inc. at 10 a.m.
on is not posible for me!

Dear Dr. de Paz,

During the meeting yesterday, the Commission staff identified options, both viable and non-viable, with respect to Gistro, Inc.'s application.

Viable options include:

1. If the Commission grants a certificate of authorization to Gistro, Gistro will be authorized to charge rates established by the Commission and Gistro will thereby have the resources to maintain the system that he has been operating for many years. Certification will also result in Gistro having to adhere to Commission rules and regulations under penalty of law. Certification will also give customers the ability to call the Commission's toll free complaint line to register any complaints about Gistro's service. That phone number is 1-800-342-3552.
2. If the Commission denies the certificate of authorization, this would result in Gistro not being authorized to charge for the service he provides. Gistro would have the choice of either continuing to operate the collection system without charging rates, which is being done now; or Gistro could abandon the system in which case a receiver would be appointed by the County; or Gistro could elect to sell or assign the facilities to another entity.

Non-viable options include:

1. The Commission does not have the legal authority to require Gistro to sell the system, nor does the Commission have the authority to require Bonita Springs Utilities to operate the system.
2. The Commission cannot require Bonita Springs Utilities to lower their rates for wastewater treatment service because Bonita Springs Utilities is exempt from Commission regulation as a non-profit cooperative.
3. The Commission cannot require Gistro to continue to provide the collection service without compensation. If the Commission grants the certificate, the Commission will be required by law to establish compensatory rates and charges and to allow Gistro the opportunity to earn a fair rate of return on its investment.

I hope this information is useful to you.

Regards,
Rosanne Gervasi, Senior Attorney
Florida Public Service Commission
Office of the General Counsel
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0863
tel: (850) 413-6224
fax: (850) 413-6225

Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are considered to be public records and will be made available to the public and to the media upon request. Therefore, your e-mail message may be subject to public disclosure.

-----Original Message-----

From: Peace Of Life Corporation [mailto:peace.of.life@comcast.net]
Sent: Thursday, May 11, 2006 1:22 PM
To: Rosanne Gervasi
Subject: RE: participation in the staff meeting with Gistro, Inc. at 10 a.m. on is not possible for me!
Importance: High

Dear Ms Rosanne Gervasi,
Please let me know the outcome of the meeting yesterday at 10:00 AM Thank you for your help

Sincerely
Dr. Stephan de Paz

-----Original Message-----

From: Rosanne Gervasi [mailto:RGervasi@PSC.STATE.FL.US]
Sent: Monday, May 08, 2006 10:51 AM

To: Peace Of Life Corporation
Subject: RE: participation in the staff meeting with Gistro, Inc.
at 10 a.m.
on is not possible for me!

Dr. De Paz,

Thank you for letting me know.

Regards,

Rosanne Gervasi, Senior Attorney
Florida Public Service Commission
Office of the General Counsel
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0863
tel: (850) 413-6224
fax: (850) 413-6225

Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are considered to be public records and will be made available to the public and to the media upon request. Therefore, your e-mail message may be subject to public disclosure.

-----Original Message-----

From: Peace Of Life Corporation [mailto:peace.of.life@comcast.net]
Sent: Monday, May 08, 2006 10:40 AM
To: Rosanne Gervasi
Subject: participation in the staff meeting with Gistro, Inc. at 10 a.m.
on is not possible for me!
Importance: High

Dear Miss Gervasi,
An Wednesday I have Family coming and must be in West Palm Beach at
9:45 Regards

Dr. Stephan de Paz

-----Original Message-----

From: Rosanne Gervasi [mailto:RGervasi@PSC.STATE.FL.US]
Sent: Monday, May 08, 2006 9:21 AM
To: Peace Of Life Corporation
Subject: RE: Holzberg

Dear Dr. de Paz,

Thank you for your e-mail. Please note that Florida has a very broad public records law. Most written communications to or from state officials regarding state business

are considered to be public records and will be made available to the public and to the media upon request.

Therefore, your e-mail message may be subject to public disclosure.

Your participation in the staff meeting with Gistro, Inc. at 10 a.m. on Wednesday is certainly welcome.

Regards,

Rosanne Gervasi, Senior Attorney
Florida Public Service Commission
Office of the General Counsel
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0863
tel: (850) 413-6224
fax: (850) 413-6225

-----Original Message-----

From: Peace Of Life Corporation [mailto:peace.of.life@comcast.net]

Sent: Wednesday, May 03, 2006 11:25 PM

To: Rosanne Gervasi

Subject: Holzberg

Importance: High

Dear Ms Gervasi:

Please consider this a personal letter which if possible should be kept confidential.

The following information is in regards to the Conference call about Gistro / Mr Holzberg:

I have known Mr Holzberg since 1992.

Mr. Holzberg has failed many times and continually uses the excuse of being a poor Jewish ex "Concentration Camp Human".
With he proof of his tattoo to every one.

He tries to make everyone else responsible for these failures over the last 14 Years.
He fails to be responsible for even the human waste.

Many complaints were filed against him (through the trouble shooter of Bonita Banner) and were published over a period of time of seven years.

Mr Holzberg betrayed not only me, also many others, here in the the entire community and Subcontractors and Business Partners.

All of his files was represented to Mark Zellman (Investigation Office of Joeseph DeAllesandro) in 1997.

Over 1300 files are registered and recordet. J Holzberg he and his wife has more than

1300 from Fritz J Holzberg, Elfie Holzberg, Forest Mere Joint Venture, GolfConstruction, Lake Site Oliver Holzberg Homes etc. files by court.

This man has as human, has no ethic moral or dignity.

The Police department of Bonita Springs known him as trouble maker as a man who can not have with no one, any peace.

I believe Mr. Holzberg, who betrayed his Brothers in Austria Wienna and his friends in Canada. And Costumer Who trusted him to build there houses here in Bonita Preserve Holzberg miss used their money. (Law sue Pfaff, Baeck against Holzberg) He sold several properties twice.
Build there Homes not in six ore eight month, but three ore 4 years.

So I would have the best personal interests that he make money, to get my money back.

Mr Holzberg is trying to get his certificate now, because he know that the Builder cleared the lots on Robin Way and Red Hibiscus Dr. where he could claim connection fees to the Suer pipes.

This is also, why he formed Emth Homes Inc Director thru His Agent over who he is trying to conduct business in this area.
Mr Holzbergs ownership of his property, ended after Mr James Amburn thru Steven Crawford foreclosed on everything.

Related Gistro files have been presented thru my friend Dale thru the State Attorneys office four weeks ago.

I clearly deny to talk about the Possibility for a wastewater certificate to be granted to Mr. Holzberg.

I have never met such a person, with so little human kindness, and I believe you will see that in what he will do next.

Please God, please deliver me of such persons.

My Father was an old Ambassador till 1974. My Conservative education has teaches me different behavior to human kind.

The acceptance of the application to grant a wastewater certificate for Mr Holzberg / Gistro Inc. is wrong.

God Bless America with all our ethics and moral.

This record show after the company Forest Mere Joint Venture was dissolved.

In July 2000 recorded him self to Gistro Corporation.

White Bird Of Paradise Corporation
Peace of life Corporation
PhD of Shelbourne University Ireland
Dr. Stephan Oliver de Paz

-----Original Message-----

From: Rosanne Gervasi [mailto:RGervasi@PSC.STATE.FL.US]
Sent: Monday, May 01, 2006 2:44 PM
To: peace.of.life@comcast.net
Subject: Gistro, Inc.

Dear Mr. de Paz,

The Public Service Commission staff will conduct an informal meeting via telephone conference call with Mr. Holzberg, his attorney, and customers who are interested in participating, to discuss the status of the Gistro, Inc. application for certificate. The conference call will take place on Wednesday, May 10, 2006, at 10 a.m. I will e-mail you a notice of the conference call which will have the telephone number to use to call into this meeting, if you are interested in participating in the meeting. Your participation is welcome.

Regards,
Rosanne Gervasi, Senior Attorney
Florida Public Service Commission
Office of the General Counsel
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0863
tel: (850) 413-6224
fax: (850) 413-6225

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Prepared by and Return to:
POINTIANA Professional Park
2640 GOLDEN GATE PARKWAY
Bonita Springs, FL 33923 Suite 206 ✓
NAPLES, FLORIDA 33942-3207
Kenneth Richmond

4343248

Documentary Tax Pd. \$ 175.00
100.00 Intangible Tax Pd.
CHARLIE GREEN, CLERK, LEE COUNTY
By Trent Voges Deputy Clerk

092931 P60221

19.50
175.00
100.00

THIS MORTGAGE DEED

FILE #:

Executed the 20th day of September A.D. 19 94 by

FOREST MERE JOINT VENTURE a Florida General Partnership

hereinafter called the mortgagor, to

STEFAN DE PAZ

hereinafter called the mortgagee:

28638 Tuscany Drive Bonita Springs 33914570

(Wherever used herein the terms "Mortgage" and "Mortgagee" include all the parties to this instrument and their legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "acre" includes all the acres herein described if more than one. Wherever used the singular number shall include the plural and the plural the singular and the use of any gender shall include both genders.)

Witnesseth, that for good and valuable considerations and also in consideration of the aggregate sum named in the promissory note, the terms of which are included herein, the said Mortgagor does grant, bargain, sell, lien, remise, release, convey and confirm unto the said Mortgagee in fee simple, all that certain tract of land of which the said Mortgagor is now seized and possessed, and in actual possession, situated in _____ County, State of Florida, described as follows:

As described in Exhibit "A" attached hereto and by reference made a part hereof.

RECORDED BY
TRENT VOGES, D.C.

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances unto the said Mortgagee in fee simple.

And said Mortgagors do covenant with said Mortgagee that said Mortgagors istare indefeasibly seized of said land in fee simple; that said Mortgagors have full power and lawful right to convey said land in fee simple as aforesaid; that said land is free from all encumbrances; that said Mortgagors will make such further assurances to perfect in fee simple title to the above shown property as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

LEGAL DESCRIPTION OF
FOREST HERE A CONDOMINIUM - RECREATIONAL PARCEL

That portion of land lying in the North 1/2 of the Southeast 1/4 of Section 25, Township 47 South, Range 25 East, Lee County, Florida, more particularly described as follows: Commencing at the East 1/4 corner of said Section 25; thence run S 89° 14' 12" W along the E-W 1/4 line 430.00 feet to the westerly right-of-way line of Interstate 75 also being the Point of Beginning of lands herein described; thence continue along said E-W 1/4 line 90.89 feet to an intersection with the easterly right-of-way line of Access Road No. 8, thence S 10° 52' 26" E along the easterly right-of-way of said Access Road 1,342.93 feet to the South line of the N 1/2 of the Southeast 1/4 of said Section 25; thence N 89° 08' 30" E 294.31 feet to the Southeast corner of the North 1/2 of the Southeast 1/4 of said Section; thence run N 01° 09' 47" W along the East line of Section 25 for 420.78 feet to the westerly right-of-way and the arc of a curve concave to the West having a radius of 2,748.32 feet and a delta of 20° 26' 42" for 980.69 feet to a point of tangency; thence N 36° 33' 53" W 25.79 feet to the Point of Beginning. Containing 8.62 acres more or less.

DR2931 PG0223

420.78 feet x 90.89 x 1342.93 x 294.31
x 420.78 x 2748.32 x 980.69

OR2931 PG0222

- 5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part hereof.
- 6. To perform, comply with and abide by each and every stipulation, agreement, condition and covenant in said promissory note and this mortgage.
- 7. If any of said sums of money herein referred to be not promptly and fully paid within the period as shown in said promissory note, or if each and every stipulation, agreement, condition and covenant of said promissory note and this mortgage are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note then remaining unpaid shall become due and payable forthwith or thereafter, at the option of the Mortgagee, as fully and completely as if the said aggregate sum of the total note as hereinabove referenced was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.
- 8. The Mortgagee may, at any time while a suit is pending to foreclose or to reform this mortgage or to enforce any claims arising hereunder, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises and all property covered hereby, including all and singular the income, profits, rents, issues and revenues from whatever source derived, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver and such appointment shall be made for such court as admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagor or the defendants, and such income, profits, rent, issues and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of said court.

In Witness Whereof, the said Mortgagors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

FOREST MERE JOINT VENTURE

WITNESS ONE Ruth E. Boyle
PRINT OR TYPE NAME: Ruth E. Boyle

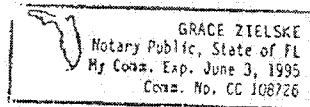
J. Fritz Holzberg (SEAL)
J. Fritz Holzberg,
President of Gulf Construction, Inc. which
is General Partner of Gulf Construction
Partnership which is General Partner
of Forest Mere Joint Venture on (SEAL)
behalf of the Joint Venture (SEAL)

WITNESS TWO Grace Zielske
PRINT OR TYPE NAME: Grace Zielske

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this September 20, 1994 by J. Fritz Holzberg, President of Gulf Construction, Inc. which is General Partner of FOREST MERE JOINT VENTURE a Florida General Partnership which is General Partner of on behalf of the Joint Venture personally known to me or who has produced _____ as identification and who did _____ take an oath.

Grace Zielske
Notary Public
My commission expires:



98 MAR 11 PM 12:26

OR2931 P60221

\$ 50,000.00 Fort Myers, Florida September 20th 1994

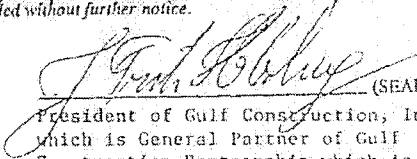
The undersigned, promise to pay to the order of STEFAN DE PAZ

at
the sum of Fifty Thousand and no/100

in lawful money of the United States of America, with interest after date at the rate of 10.000 % per annum, computed and payable on the balance remaining from time to time unpaid. This note shall be payable as follows:

The entire unpaid principal balance, plus accrued interest, shall be due and payable in full eight (8) weeks from the date of this note. Prepayment of any amount may be made at any time without penalty.

In case said installments, or any of them, are not paid within thirty days when due, the whole of said sum then remaining unpaid shall forthwith become due and payable at the option of the holder of this note. It is agreed by all parties liable herefor or hereon, that should this note be collected by legal process or through demand of an attorney, to pay all costs of the same and a reasonable attorney's fee. And each of us, whether maker, surety, guarantor or endorser, hereby severally waives all rights of homestead, and of exemption, presentment and demand for payment, protest, notice of protest, and notice of dishonor, and consents that this note, or any part hereof, may be extended without further notice.

 (SEAL)
President of Gulf Construction, Inc.
which is General Partner of Gulf
Construction Partnership which is (SEAL)
General Partner of Forest Mare Joint
Venture on behalf of the Joint Venture