

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for amendment
of Certificate No. 247-S to
extend service area by the
transfer of Buccaneer Estates in
Lee County to North Fort Myers
Utility, Inc.

DOCKET NO. 981781-SU
ORDER NO. PSC-99-2444-AS-SU
ISSUED: December 14, 1999

The following Commissioners participated in the disposition of
this matter:

J. TERRY DEASON
SUSAN F. CLARK
E. LEON JACOBS, JR.

FINAL ORDER APPROVING OFFER OF SETTLEMENT,
APPROVING TRANSFER, AMENDING CERTIFICATE,
DECLINING TO INITIATE A SHOW CAUSE PROCEEDING
AND CLOSING DOCKET

BY THE COMMISSION:

BACKGROUND

North Fort Myers Utility, Inc. (NFMU or utility) is a Class
A utility located in Lee County which provides only wastewater
service. According to the 1997 annual report, the utility has
5,753 wastewater customers and reported operating revenues of
\$1,958,553 and a net loss of \$598,220.

On August 24, 1998, NFMU executed a Developer Agreement with
MHC-DeAnza Financial Limited Partnership (Park Owner), which is the
owner of Buccaneer Mobile Estates (Buccaneer Estates), and
Buccaneer Utility (Buccaneer). This Developer Agreement was filed
with the Commission on September 4, 1998, and deemed approved on
October 4, 1998, pursuant to Rule 25-30.550, Florida Administrative
Code.

Buccaneer Estates consists of 971 manufactured home sites
which had previously received wastewater service from the Park
Owner as part of the lot rental amount. Pursuant to a letter from
Commission staff dated May 14, 1976, the provision of service in
this manner in this manner rendered the wastewater utility system

DOCUMENT NUMBER-DATE

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exempt from regulation pursuant to Section 367.022(5), Florida Statutes.

Water service to Buccaneer Estates is provided by Buccaneer Water Service, a Commission-regulated utility. The water utility purchases its water from Lee County Utilities, and therefore, does not have a water treatment plant. All tenants are charged metered rates for water, pursuant to Order No. PSC-96-1466-FOF-WU, issued December 3, 1996, in Docket No. 960133-WU.

On November 23, 1998, Buccaneer's existing wastewater permit expired. NFMU connected to Buccaneer on November 24, 1998. On December 1, 1998, NFMU filed an Application for Amendment to Certificate of Authorization to include the wastewater service area of Buccaneer. On December 7, 1998, NFMU filed an Emergency Motion to Implement Rates and Charges with respect to the interconnection of existing wastewater customers within the Buccaneer Estates mobile home community to NFMU. On December 9, 1998, NFMU responded to our staff's request for additional information on the connection of Buccaneer with a letter referencing various parts of Chapter 723, Florida Statutes.

On December 10, 1998, NFMU mailed the notice to the Buccaneer customers which stated that utility service had been assigned to NFMU, that connection fees would be collected, and that effective December 1, 1998, the utility would begin billing for monthly service and the lot rent would decrease by a specific amount.

On December 18, 1998, we received numerous customer protests concerning the application of NFMU's monthly rates and connection fees. Among the protesting customers were Mr. Donald Gill, Mr. Joseph Devine and Mr. Ronald Ludington, whose protest letters were filed on December 18, 1998, December 21, 1998, and December 21, 1998, respectively. On January 14, 1999, several customers filed letters requesting that the Office of Public Counsel (OPC) represent the Buccaneer residents in this matter. However, our records indicate that neither Messrs. Gill, Devine nor Ludington agreed to be represented by OPC or other counsel, nor did they file requests to be considered qualified representatives pursuant to Rule 28-106.106, Florida Administrative Code. Therefore, these three individuals were considered pro se litigants.

On December 21, 1998, OPC filed a Response to the Emergency Motion to Implement Rates and Charges. On January 14, 1999, OPC filed a Notice of Intervention pursuant to Section 350.0611,

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Florida Statutes, which was acknowledged by Order No. PSC-99-0180-PCO-SU, issued January 29, 1999. By Order No. PSC-99-0420-PCO-SU, issued March 1, 1999, this matter was set for an administrative hearing on September 14 and 15, 1999.

At the February 16, 1999 agenda conference, we considered staff's recommendation addressing whether a show cause proceeding should be initiated with respect to the utility's interconnection of Buccaneer without prior Commission approval, and the request to collect rates and charges by NFMU from Buccaneer customers, pending the outcome of the hearing. Counsel for NFMU and OPC addressed the Commission regarding their respective positions. We issued Order No. PSC-99-0492-SC-SU, on March 9, 1999, which required NFMU to show cause, in writing, within 21 days, why it should not be fined \$5,000 for its apparent violation of Section 367.045(2), Florida Statutes, for the failure to obtain our approval prior to serving territory outside of its certificate. Order No. PSC-99-0492-SC-SU also denied NFMU's Emergency Motion to Implement Rates and Charges, stating that: (1) we had the jurisdiction to entertain the utility's motion; (2) it was inappropriate to approve a connection fee at that time; and (3) we would not set monthly service rates until a determination is made as to whether the transfer is in the public interest.

On March 10, 1999, NFMU filed a Motion for Reconsideration of Order No. PSC-99-0492-SC-SU. NFMU also filed a Request for Oral Argument on March 17, 1999. On March 22, 1999, OPC filed a response to NFMU's Motion for Reconsideration. On that same date, an Objection to NFMU's Motion for Reconsideration was filed by Mr. Donald Gill, a resident of Buccaneer Estates who had also filed a letter with the Commission objecting to NFMU's amendment application. On April 14, 1999, NFMU filed a Notice of Additional Authority in support of its Motion for Reconsideration. On July 27, 1999, we issued Order No. PSC-99-1463-FOF-SU, denying the utility's motion for reconsideration and notice of additional authority.

On August 27, 1999, the utility filed a Motion to Strike Parties. By its motion, the utility asserted that Messrs. Gill, Devine and Ludington should be stricken as parties because OPC and the utility entered into a Settlement Agreement which resolves all issues of the case; that Messrs. Gill, Ludington, and Devine failed to file any testimony or exhibits and a prehearing statement as required by Order Establishing Procedure No. PSC-99-0420-PCO-SU; that the hearing will only consist of evidence which supports the

Settlement Agreement, thus requiring a hearing will be "futile, time consuming and expensive"; and that Messrs. Gill, Ludington and Devine have "done nothing to represent themselves in this proceeding" and as a consequence must accept the settlement that OPC has negotiated.

A prehearing conference was held on August 30, 1999. At the prehearing conference, Messrs. Devine, Gill and Ludington made separate oral motions for an extension of time for the prehearing and hearing. The prehearing officer denied all three motions, finding that adequate notice of the procedures and prehearing conference and hearing dates was given and that there would be no benefit to delaying the prehearing conference and hearing.

Also at the prehearing conference, the utility's Motion to Strike Parties, filed on August 30, 1999, was addressed. The prehearing officer denied the motion to strike Messrs. Gill, Devine and Ludington as parties; however, because they failed to prefile testimony and prehearing statements as required by Order No. PSC-99-0420-PCO-SU, the Prehearing Officer found that Messrs. Gill, Devine and Ludington may not offer witnesses or exhibits at the hearing and that their participation at the hearing would be limited to a concise statement of their objection and to cross-examining witnesses presented by the other parties.

OPC and the utility stated during the prehearing conference that an executed Settlement Agreement would be filed on August 31, 1999. Based on this information, the prehearing conference was continued until September 8, 1999, to allow our staff to file a recommendation on the proposed settlement.

On September 2, 1999, OPC and the utility filed the executed Settlement Agreement. Messrs. Gill, Devine and Ludington opposed the Settlement Agreement and refused to sign it. A recommendation on the Settlement Agreement was considered at the September 7, 1999, agenda conference. At the agenda conference, we deferred ruling on the Settlement Agreement, instructing that the matter proceed to hearing as scheduled on September 14, 1999, and that the Settlement Agreement could be presented for our consideration at that time.

On September 7, 1999, a Motion for Dismissal of Settlement Agreement was filed by Mr. Ludington. On September 9, 1999, a Motion to Strike Settlement Agreement was filed by Mr. Gill.

The prehearing conference was continued on September 8, 1999. This matter was scheduled for an administrative hearing on September 14 and 15, 1999; however, the hearing was canceled due to the threat of Hurricane Floyd and rescheduled for October 13, 1999.

On September 15, 1999, an Emergency Motion to Charge Rates Subject to Refund and to Expedite Rescheduling of Final Hearing was filed by NFMU. On September 28, 1999, a response to NFMU's motion was filed by Mr. Ludington. Also on September 28, 1999, a response to NFMU's motion was filed jointly by Messrs. Gill and Devine.

On October 7, 1999, a proposed Settlement Agreement was filed by Mr. Ludington. On October 12, 1999, an Emergency Motion to Remove Jack Shreve and Steve Reilly as Counsel of Record in the Above Captioned Matter was jointly filed by Mr. Gill and Mr. Devine. Also on October 12, 1999, a document was filed captioned as "Donald Gill's Testimony for the October 13, 1999 PSC Hearing at North Fort Myers in Opposition to North Fort Myers Utility, Inc.'s (NFMU) Application for Extension of its Service Area into Buccaneer Estates and NFMU Request for Rates and Charges".

A hearing was held on October 13, 1999, in North Fort Myers, Florida. At the hearing, numerous customers presented testimony on the proposed Settlement Agreement and the transfer of Buccaneer to NFMU. The document filed by Mr. Gill on October 12, 1999, was read into the record on his behalf by Mr. Devine. At the outset of the October 13, 1999 hearing, we deferred ruling on the offers of settlement filed by Mr. Ludington and by OPC and NFMU, and the on Motion for Dismissal of Settlement Agreement filed by Mr. Ludington, in order to afford an opportunity to take evidence on the respective offers.

During the course of the hearing, OPC stated that the Buccaneer Homeowners' Association had advised OPC during a brief intermission that it wanted OPC to withdraw its support of the Settlement Agreement.

The hearing was continued to November 16, 1999, in Tallahassee, Florida, to allow each party an opportunity to orally argue their positions. The procedure for continuation of the hearing was set forth in Order No. PSC-99-2154-PCO-SU, issued November 4, 1999. Pursuant to the Order, the parties were afforded an opportunity to file a written brief on or before November 12, 1999, which would serve either in addition to or in place of their oral arguments. The parties were also put on notice that the

Commission may render a final decision on the matter from the bench at the conclusion of the November 16, 1999 hearing.

On November 12, 1999, the utility and OPC each filed a post-hearing statement in accordance with Order No. PSC-99-2154-PCO-SU. In its brief and during its oral argument on November 16, OPC clarified that it continued to support the Settlement Agreement it had entered with NFMU.

At the conclusion of the parties' oral argument, the hearing was recessed so that the scheduled Agenda Conference could take place. At the conclusion of the November 16, 1999 Agenda Conference, the panel reconvened in order to allow Commission staff to present an oral recommendation on this matter. Pursuant to Rule 25-22.0021, Florida Administrative Code, participation at this point was limited to the Commissioners and staff. As noticed in the original notice of hearing and in Order No. PSC-99-2154-PCO-SU, we rendered a final decision in this from the bench.

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND POLICY

Having heard the evidence presented at the hearing in this proceeding and having heard the recommendation of the Commission staff, as well as the briefs and arguments of the parties, we now enter our findings and conclusions.

RULINGS

1. At the October 13, 1999 hearing, we denied Mr. Devine and Mr. Gill's joint motion to remove Jack Shreve and Steve Reilly as counsel, finding no basis to grant the motion.

2. At the October 13, 1999 hearing, we deferred ruling on NFMU's Emergency Motion to Charge Rates Subject to Refund, in light of the fact that the parties had agreed to expedite the conclusion of this proceeding. NFMU's Motion is rendered moot by our other findings herein.

3. Also at the October 13, 1999 hearing, we deferred ruling on the offers of settlement filed by Mr. Ludington and by OPC and NFMU, and the on Motion for Dismissal of Settlement Agreement filed by Mr. Ludington, in order to afford an opportunity to take evidence on the respective offers. Consistent with our ruling set forth below, the proposed settlement by OPC and NFMU is approved, and the proposal filed by Mr. Ludington is rejected.

SETTLEMENT AGREEMENT

As discussed previously, two different offers of settlement have been proposed by parties in this case. The record shows that the proposed settlement offered by OPC and NFMU (OPC/NFMU Agreement) consists of the following elements:

1. NFMU will bill customers within the park for service rendered from September 1, 1999, based upon NFMU residential rate schedule of \$10.98 base facility charge and \$3.98 per 1,000 gallons, with a cap of 10,000 gallons. Water meter reading information will be obtained from Buccaneer Water Company.
2. NFMU waives the right to collect service availability charges from the customers in Buccaneer estates. Further, NFMU waives the right to collect any pass-through charges from the residents, holding the residents forever harmless from the payment of any pass-through charges potentially collectible under Chapter 723, Florida Statutes, relating to Buccaneer Estates' interconnection with NFMU's system.
3. The residents shall not pay for wastewater service through August 31, 1999.
4. The agreement does not affect the rights of the residents of Buccaneer estates to pursue their contract rights against the Park Owner under Chapter 723, Florida Statutes.
5. The show cause proceeding pending against NFMU in this docket should be dismissed without penalty to NFMU.

The record shows that the essential elements in the proposal offered by Mr. Ludington (Ludington Agreement) include the following:

1. NFMU collects from the Park Owner for all service provided to the homeowners of Buccaneer by NFMU from March 1, 1999. A general service rate schedule would be used for this payment.
2. NFMU agrees to forgo collection of any service availability charges or monthly service charges that it thought were to be collected through clauses in the developers agreement signed with the park owners in 1998.

3. NFMU agrees that it has the right to obtain water meter readings from Buccaneer Water Company, and that the PSC may force Buccaneer Water Company to provide that information, if it resists.
4. Mr. Ludington will abide by these conditions as long as the PSC renders adoption of them in the public interest, and will drop all other matters of objection before the PSC.
5. NFMU agrees now and in the future not to affect the rights of the residents in pursuit of contract rights granted them under Chapter 723, Florida Statutes.
6. Mr. Ludington agrees that the show cause order against NFMU should be dismissed without penalty.
7. Mr. Ludington agrees that NFMU is the sole owner of the wastewater collection system in Buccaneer Estates.

The utility and OPC both stated that their proposed settlement should be approved, and the offer of settlement proposed by Mr. Ludington should be rejected. Messrs. Gill, Ludington and Devine have stated that the NFMU/OPC Agreement should be rejected, and that the Commission should adopt instead the Ludington Agreement.

OPC had originally been asked by the Buccaneer Estates Home Owners' Association to represent the Association and sign the proposed settlement agreement. However, the three pro se customers did not agree with the proposed settlement, therefore negating the ability of the settlement to be considered a stipulation. As mentioned previously, OPC was informed at the October 13, 1999 hearing that the Homeowners' Association wished OPC to withdraw its support of the settlement. However, after subsequent conversations with the Homeowners' Association, OPC renewed and clarified its support of the OPC/NFMU Agreement in its brief filed on November 12, 1999, as well as during its closing arguments on November 16, 1999.

The elements of the proposed settlement agreements were addressed during the hearing by the parties, as well as by numerous customer witnesses. We believe that the OPC/NFMU Agreement provides a fair and reasonable resolution of this matter. We are persuaded by the fact that the utility and the representative of the citizens jointly endorse this proposed offer of settlement. The OPC/NFMU Agreement consists of a stipulation reached between

those parties, which reaches a reasonable compromise and is in the public interest, in that the utility appears to have the capacity and financial and technical ability to provide satisfactory and continuous service (as discussed in greater detail below). The Ludington Agreement is rejected as not being a more persuasive or reasonable solution to this matter.

Adoption of the OPC/NFMU settlement would allow the customers several benefits. The customers would not be back-billed for the year of service they have received at no cost from NFMU, nor would the customers be required to pay service availability fees. The proposal would not interfere with the customers' rights to pursue litigation with the park owner pursuant to issues relating to Chapter 723, Florida Statutes. Buccaneer Estates would be provided with reliable, continuous wastewater service. Furthermore, adoption of the proposal would address the many requests of the Buccaneer customers for the Commission to make a decision quickly, and end the turmoil in the park over this matter.

As a matter of clarification, utility witness Reeves stated his understanding at the October 13, 1999 hearing that, pursuant to the OPC/NFMU Agreement, service availability charges would not be imputed to NFMU. He was also questioned about the potential impact to the utility of foregoing this contribution in aid of construction (CIAC) and not having it imputed as if it had been collected by the utility. He stated that this would have a material impact on NFMU's capital structure and also on its other customers.

Section 367.081(1), Florida Statutes provides that a utility may only charge rates and charges that have been approved by the Commission. We generally impute CIAC when a utility has not collected CIAC in accordance with its tariffed rates and charges. In this case, other customers of NFMU could end up paying for that portion of the settlement if a rate increase were to be approved because of the overall financial impact of not collecting the \$448,602 of CIAC from the Buccaneer customers. There is no language in the proposed settlement requesting that the Commission not perform an imputation at some future rate evaluation. Therefore, we clarify herein that the Commission has the authority to impute CIAC for ratemaking purposes in the future.

For the reasons stated above, we hereby approve the proposed terms of the OPC/NFMU Agreement.

TRANSFER

As discussed previously, we find that the Agreement endorsed by OPC and NFMU provides a fair and reasonable resolution of this matter. On that basis, we find that the transfer of Buccaneer Utility's wastewater facilities to North Fort Myers Utility, Inc., is in the public interest and is hereby approved. Furthermore, the record shows that the utility appears to have the financial and technical ability and the capacity to provide satisfactory and continuous service, as discussed below.

Financial Ability

At the October 13, 1999 hearing, utility witness Reeves testified that although the annual report filed with the Commission showed a net operating loss, for cash flow purposes, the utility was doing "fairly well". Also, the parent of NFMU, Old Bridge Park, has always provided additional funding to keep the utility on a sound financial basis. Further, NFMU had been able to meet its financial obligations as they arose.

Mr. Devine questioned witness Reeves with respect to the purpose and use of two different bond issuances received by NFMU. One was in 1995 for \$12.5 million and another was a short time later, for \$1.2 million. Witness Reeves stated that the money was used to pay off short-term debt and to complete several construction projects. Witness Reeves was also questioned whether NFMU had ever been condemned and stated that to his knowledge, it had not.

Witness Reeves was later asked how NFMU could handle recovering the approximately \$90,000 cost of interconnection with the Buccaneer system, when the proposed offer of settlement included a provision to forego the collection of connection fees of \$462 from each of the residents of the park, which had been authorized by the park owner through an assignment agreement. He stated that the utility would have to absorb the loss, but that it did have the financial ability to provide service to the Estates both now and in the future.

According to witness Reeves' testimony, NFMU had been providing utility service to Buccaneer Estates since September 1998, although it has not collected revenues since November 1998. Witness Reeves also stated that NFMU had been providing service and has the financial ability to continue to provide service. This

appears to be largely due to the continued support of the parent, Old Bridge Park. Because NFMU has actually been providing the service to the Estates with no compensation since November without incident, this financial support does seem to be sufficient,

While some questions were raised with respect to NFMU's finances, we believe that nothing was identified which outweighed the evidence presented as to NFMU's overall financial ability to provide service. Therefore, the preponderance of the evidence indicates that NFMU has the financial ability to provide wastewater service to Buccaneer Estates.

Technical Ability and Capacity

Attached to the testimony of utility witness Reeves was a summary of his personal experience in the utility industry. The testimony also states that the Buccaneer wastewater treatment system could not hydrologically or biologically handle flows during peak months of occupancy and during peak rainfall months.

The utility's application for amendment and transfer states that NFMU currently operates a 2.0 million gallon per day extended aeration wastewater treatment facility with tertiary filtration. Witness Reeves was questioned about whether the system was operating at full capacity, and he stated that it was not. He was also questioned on the level of flows received from Buccaneer Estates, and whether NFMU had been able to adequately treat those flows, to which he responded affirmatively. Also, no Department of Environmental Protection violations have occurred during this time.

The record shows that Mr. Reeves has a technical background in the wastewater treatment industry. Further, the record shows that the Buccaneer system could not handle peak flows resulting from customer usage or weather conditions. However, NFMU has been providing service to the park during these times without incident.

Therefore, the preponderance of the evidence indicates that NFMU has the technical ability and capacity to provide wastewater service to Buccaneer Estates.

RATE BASE

The determination of rate base is a standard issue identified in all transfer cases. Because this case was initially filed as an amendment, we did not identify the necessity for an audit to determine the estimated value of the Buccaneer collection system until well into the processing of the case. We note that audits are usually performed on utilities previously regulated by the Commission. However, in this case, the Buccaneer wastewater system was not a Commission-regulated utility system.

Witness Reeves testified that the original cost of the Buccaneer wastewater collection system was \$365,299.20, with accumulated depreciation of \$219,179.52, resulting in a current value of \$146,119.68. He also testified that NFMU paid \$139,987 for the collection system.

At the October 13, 1999 hearing, staff counsel questioned witness Reeves with respect to any additional information that might exist with respect to the value of the collection system, such as whether or not any study had been done to develop the purchase price. Staff counsel also questioned the witness with respect to information that might affect the overall value of the system, such as whether customers had made contributions to the system owners for wastewater utility service, or whether the owners wrote the plant off to cost of goods sold on its tax return. Witness Reeves responded negatively to all these questions.

There were no other evidence presented by the parties with respect to this issue.

Upon consideration of the foregoing, we therefore find that for the purposes of this transfer, the net book value of the Buccaneer collection system is \$146,119.68, which does not include adjustments for working capital or used and useful calculations. We note that further investigation into this amount shall be required at the time of a future rate case.

SHOW CAUSE

By Order No. PSC-99-0492-SC-SU, issued March 9, 1999, we required NFMU to show cause, in writing, within 21 days, why it should not be fined \$5,000 for its apparent violation of Section 367.045(2), Florida Statutes, for the failure to obtain our approval prior to serving territory outside of its certificate.

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Pursuant to the terms of the OPC/NFMU Agreement which we have approved herein, the utility and OPC have agreed that the loss of revenues from service availability charges and monthly service charges from September 1998 to September 1999, constituted a sufficient penalty and therefore no further actions with respect to a show cause order should be pursued by the parties. We agree.

Pursuant to the terms of the settlement agreement, we therefore find that NFMU shall not be fined for the apparent violation of Section 367.045(2), Florida Statutes.

RATES AND CHARGES

As discussed above, the Buccaneer wastewater system was not previously regulated by the Commission. In accordance with the terms of the agreement we have approved herein, NFMU will bill the Buccaneer customers within the park for service rendered from September 1, 1999, forward, based upon NFMU's residential rate schedule. NFMU shall continue charging its rates and charges as set forth in its tariff until authorized to change by this Commission in a subsequent proceeding. Pursuant to the terms of the agreement, the rates and charges shall be effective for service provided on or after September 1, 1999.

AMENDMENT OF CERTIFICATE

The utility has filed revised tariff sheets incorporating the additional territory into its tariff and returned its certificate for entry reflecting the additional territory. In accordance with our findings herein, Certificate No. 247-S shall be amended to include the territory described in Attachment A of this Order, which by reference is incorporated herein.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that each of the findings made in the body of this Order is hereby approved in every respect. It is further

ORDERED that the October 12, 1999, Emergency Motion to Remove Jack Shreve and Steve Reilly as Counsel of Record filed by Mr. Gill and Mr. Devine is denied. It is further

ORDERED that the settlement agreement filed on October 7, 1999, by Mr. Ludington is hereby rejected. It is further

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ORDERED that the September 2, 1999 settlement agreement between the Office of Public Counsel and North Fort Myers Utility, Inc. is hereby approved. It is further


ORDERED that the transfer of Buccaneer Utility's wastewater facilities to North Fort Myers Utility, Inc., is approved. It is further

ORDERED that North Fort Myers shall charge the customers in the territory added herein the rates and charges approved in its tariff until authorized to change by this Commission. It is further

ORDERED that Certificate No. 247-S, held by North Fort Myers Utility, Inc., is hereby amended to include the territory described in Attachment A of this Order, which by reference is incorporated herein. It is further

ORDERED that this docket is hereby closed.

By ORDER of the Florida Public Service Commission this 14th Day of December, 1999.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

JSB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), 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 the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) 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 and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

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Attachment A

NORTH FORT MYERS UTILITY, INC.

WASTEWATER SERVICE AREA

LEE COUNTY

SERVING THE BUCCANEER ESTATES MOBILE HOME COMMUNITY

TOWNSHIP 43 SOUTH, RANGE 24 EAST, SECTION 35

THAT PART OF THE NORTH 1/2 OF SECTION 35 LYING EAST OF STATE ROAD 45-A (ALSO KNOWN AS U.S. HIGHWAY 41 BUSINESS) EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35.