

TCR

February 28, 1996

Director  
Division of Records and Reporting  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, FL 32399-0850

Re: Docket No. *96-03-WS*; Request for exemption from Florida  
Public Service Commission regulation for provision of water  
and wastewater service in Palm Beach County by Vinings at  
Delray Beach

To Whom It May Concern:

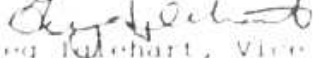
This office authorizes John S. Ranney of Envirotech Utility  
Management Services to act on behalf of Delray I Limited  
Partnership with regards to the filing of the Application for  
Reseller Exemption, Section 367.022(8) Florida Statutes Rule 25  
40.060(4)(H) Florida Administrative Code.

Sincerely,

Delray I Limited Partnership

By: TCR Delray Limited Partnership

By: TCR SFA Delray, Inc.

By:   
Greg Lechart, Vice President

SEARCHED  
SERIALIZED  
INDEXED  
MAY 10 1996  
5330 MAY 10 1996

**APPLICATION FOR RESELLER EXEMPTION**  
**SECTION 367.022(8), FLORIDA STATUTES**  
**RULE 25-30.060(3)(h), FLORIDA ADMINISTRATIVE CODE**

The application must be signed by  
the owner or accompanied by a Letter  
of Authorization from the owner.

NAME OF SYSTEM: Vinings at Delray Beach

PHYSICAL ADDRESS OF SYSTEM: 650 Lavers Circle  
Delray Beach, Florida 33444

COUNTY WHERE SYSTEM IS LOCATED: Palm Beach

NUMBER OF UNITS 228 WHEN CONSTRUCTED \_\_\_\_\_

NAME OF SYSTEM OWNER(S): Trammell Crow Residential

MAILING ADDRESS (IF DIFFERENT): \_\_\_\_\_

PRIMARY CONTACT PERSON:

NAME: John S. Rannev c/o Envirotech

ADDRESS: 1502 Roberts Drive, Jacksonville, Florida 32250

PHONE NO.: (904)246-7999 fax (904)249-3399

~~NATURE OF OWNER'S BUSINESS ORGANIZATION (CORPORATION, PARTNERSHIP,~~  
LIMITED PARTNERSHIP, SOLE PROPRIETOR, ASSOCIATION, ETC.).

I believe this system to be exempt from the regulation of the  
Florida Public Service Commission pursuant to Section 367.022(8),  
Florida Statutes, for the following reasons:

1. Service will be provided at a rate or charge that does  
not exceed the actual purchase price.

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APPLICATION FOR RESELLER EXEMPTION

2. Reseller is aware of the requirements of Rule 25-30.111, Florida Administrative Code, regarding annual reporting requirements. (Rule attached.)
3. Reseller is aware of the requirements of Section 367.122, Florida Statutes and Rules 25-30.262 through 25-30.267, Florida Administrative Code, regarding the examination and testing of meters. (Statute and Rule attached.)
4. The utility services provided are:  
Water Yes Wastewater Yes  
or Septic \_\_\_\_\_  
For service not provided, please state how handled:

5. Utility which provides bulk service to the reseller:

Name: City of Del Ray

Phone Number: (407) 243-7100

Number of Master Meters and sizes: \_\_\_\_\_

Eleven meters total

6. Attached are current rates and charges of the provider in 5 above.

7. Attached is a schedule of reseller's proposed rates and charges. The schedule must specifically whether or not the reseller proposes to charge for the following items and, if so, the proposed rate or charge:

- a. common area water  
b. security deposits

The Commission currently does not allow resellers to charge tenants for administrative or operating costs.

8. Attached is a comparison showing that the amount the reseller proposes to charge tenants will not exceed the cost to provide the service.

9. Attached is an explanation of the proposed method of billing customers, separately, for both water and wastewater.

10. Residents will be billed within 10 days after the meters have been read.

APPLICATION FOR RESELLER EXEMPTION

If the reseller proposes to contract out metering or billing services, provide the following documentation.

SERVICE COMPANY: Envirotech

ADDRESS: 1502 Roberts Drive

Jacksonville, Florida 32250

PHONE NO.: (904)246-7999

- 11. Attached a copy of the service agreement.
- 12. Attached is a statement that the reseller, and not its agent, will control customer deposits, if applicable.

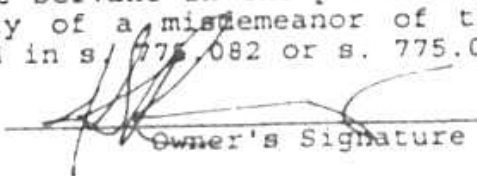
\* \* \* \* \*

Attached is Rule 25-30.111, Florida Administrative Code, which explains the annual reporting requirement of resellers. Also attached is Section 367.122, Florida Statutes, which explains reseller responsibility to examine and test meters. Also attached are Rules 25-30.262 through 25-30.267, Florida Administrative Code, which expand on reseller responsibilities for meter accuracy, meter test methods, meter testing equipment, periodic meter tests, meter tests by request and recordation of meter tests. The attached rules should be read, as acknowledged on the application, and retained by the reseller.

\* \* \* \* \*

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, F.S.

April 23, 1996  
(Date)

  
Owner's Signature

John S. Rannev  
Owner's Name (Typed or Printed)

Director of Operations for Envirotech  
Owner's Title

APPLICATION FOR RESELLER EXEMPTION

The original and four copies of the completed application and the supporting documentation should be mailed to:

Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850.

Proposed Billing Schedule for Water and Wastewater  
 Community: The Shores at Del Rey Beach  
 Units: 228

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
Property Consumption (1000g)	1346	1346	1346	1346	1346	1346	1346	1346	1346	1346	1346	1346	16152
Resident Consumption (1000g)*	1211	1211	1211	1211	1211	1211	1211	1211	1211	1211	1211	1211	14532

Provider's Rates (\$)

Water (per 1000g)	1.05
Water (per 1000g)	1.16
Water Base	754.41
Sewer (per 1000g)	1.88
Sewer Base	130.61

Retailer's Rates (\$)

Water (per 1000g)	1.05
Water (per 1000g)	1.16
Water Base	7.69
Sewer (per 1000g)	1.88
Sewer Base	9.34

Properties Water Charges	\$3,241	\$3,241	\$3,241	\$3,241	\$3,241	\$3,241	\$3,241	\$3,241	\$3,241	\$3,241	\$3,241	\$3,241	\$3,241	\$38,892
Property's Sewer Charges	\$4,661	\$4,661	\$4,661	\$4,661	\$4,661	\$4,661	\$4,661	\$4,661	\$4,661	\$4,661	\$4,661	\$4,661	\$4,661	\$55,932
Resident's Water Charges	\$3,084	\$3,084	\$3,084	\$3,084	\$3,084	\$3,084	\$3,084	\$3,084	\$3,084	\$3,084	\$3,084	\$3,084	\$3,084	\$37,008
Residents' Sewer Charges	\$4,407	\$4,407	\$4,407	\$4,407	\$4,407	\$4,407	\$4,407	\$4,407	\$4,407	\$4,407	\$4,407	\$4,407	\$4,407	\$52,884
Total Bill from Utility	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$7,902	\$94,824
Total Bill from Retailer	\$7,491	\$7,491	\$7,491	\$7,491	\$7,491	\$7,491	\$7,491	\$7,491	\$7,491	\$7,491	\$7,491	\$7,491	\$7,491	\$89,892

5/8/96

Proposed Method of Billing Residents for Water and Wastewater

Community: The Vinings at Del Ray Beach

Units: 228

Provider's Rates (\$)

Water (per 1000g)	1st 3000g	\$ 1.05
Water (per 1000g)	2nd 17000g	\$ 1.16
Water Base		\$ 1,754.41
Sewer (per 1000g)		\$ 1.88
Sewer Base		\$ 2,130.61

Example Bill to be issued to Resident  
based on 5,000 gallons:

Water	\$ 5.47
Water Base	\$ 7.69
Sewer	\$ 9.40
Sewer Base	\$ 9.34

Reseller's Rates (\$)

Water (per 1000g)	1st 3000g	\$ 1.05
Water (per 1000g)	2nd 17000g	\$ 1.16
Water Base		\$ 7.69
Sewer (per 1000g)		\$ 1.88
Sewer Base		\$ 9.34

.....

Total \$ 31.91

Proposed Method of Billing Customers Separately

Reseller has contracted with Envirotech Utility Management Service which will provide

- The installation of 228 individual Sensus Technologies 5/8 X 3/4" SR11 water meters to the primary water feed into each residence.
- Read each meter on a monthly basis.
- Bill each resident monthly, per 1000 gallons of water and waste water usage, as per the above published rate schedule.
- Approx. 10 days will lapse between the time the meters are read and bills are mailed.
- A refundable \$30.00 deposit will be required for each unit.
- There will be no common area charges billed to the residents.
- There will be no miscellaneous fees billed to the residents.
- This complex is not under construction.
- Please see enclosed letter of authorization from Trammell Crow Residential.

Provider is The City of Del Ray Beach

## ENVIROTECH SERVICE AGREEMENT

This agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1995 by and between \_\_\_\_\_ ("Owner"), and Envirotech Utility Management Services, a Florida corporation.

- (A) Owner is the Owner of the improved real property located at \_\_\_\_\_, commonly known as \_\_\_\_\_ (the "Property") and consisting of \_\_\_\_ apartment units ("Unit").
- (B) Envirotech is an independent contractor engaged in the business of installing and servicing water sub-meters, and operating water and sewer billing service.

### FOR VALUABLE CONSIDERATION, THE PARTIES AGREE TO THE FOLLOWING TERMS:

- (1) **EQUIPMENT.** Envirotech shall provide a complete water sub-metering system consisting of a water meter and an external reading device (collectively, the "Equipment"). The price of the Equipment is \_\_\_\_\_ per unit plus tax for \_\_\_\_ units for a total of \_\_\_\_\_.
- (2) **MONTHLY BILLING AND REPORTING.** Envirotech shall read each meter on a monthly basis, and shall bill the individuals occupying each Unit ("Resident") for water and sewer for the same monthly cycle based on the rates approved in the Property's Resellers Exemption. Envirotech shall furnish to Owner a composite report of individual Unit water consumption and a breakdown of the corresponding amounts billed. Owner shall use reasonable efforts to timely notify Envirotech of all changes in Resident status caused by move-ins, move-outs or resident transfers.
- (3) **COLLECTION AND SERVICE FEES.** Envirotech shall collect all amounts billed to the Residents for applicable monthly water and sewer. Within forty five (45) days of Envirotech's monthly billing, Envirotech shall distribute to Owner a financial report of all collections and a disbursement check which shall be in the amount equal to all moneys received during such billing cycle from the billing of the Residents for applicable water and sewer, less Envirotech's service fee (as set forth below). Payments delivered to Envirotech shall not be deemed "received" until such time as Envirotech shall have received collected funds.

For purposes hereof, the term "Receipts" shall mean the gross amount received during the applicable billing cycle from Residents for applicable water and sewer.

Envirotech's service fee is \_\_\_\_\_ per unit per month. The service fee will increase annually based on the Consumer Price Index. Envirotech shall pay Owner 100% of the Receipts collected, less Envirotech's service fee.

- (4) **TERM.** This Agreement shall become effective on the date hereof and shall terminate on \_\_\_\_\_, \_\_\_\_\_, unless otherwise terminated as provided by this Agreement. At the initial termination date or any extension of the termination date, this Agreement shall be automatically renewed for an additional one (1) year term unless Owner or Envirotech



gives thirty (30) days prior written notice to the other party of its intention not to renew

- (5) **REMOVAL OF EQUIPMENT.** Envirotech may repossess and remove all Equipment if the Equipment is not fully paid to Envirotech in accordance with the terms of this Agreement. The cost of the removal and restoration shall be borne by Envirotech. Owner agrees to provide Envirotech with reasonable access to the property for purposes of removing the Equipment.
- (6) **INDEMNIFICATION AGREEMENTS.** Any and all damage to the Property, or any part thereof, caused by Envirotech, its employees, agents, or contractors, shall be repaired promptly by Envirotech at its expense. Envirotech shall hold Owner harmless from, and indemnify Owner against, any and all claims, demands, liabilities, damages, costs, reasonable attorney fees, and suits and actions asserted against, or suffered by Owner arising out of or relating the negligence or intentional acts or omissions of Envirotech, its employees, agents, contractors, or any of them in any combination.

Any damage to the Equipment caused by Owner shall be promptly repaired by Envirotech. Owner shall reimburse Envirotech for its reasonable time and reasonable cost of materials in effecting such repairs.

Owner shall hold Envirotech harmless from and indemnify Envirotech against any and all claims, demands, liabilities, damages, costs, reasonable attorney fees, and suits and actions against, or suffered by Envirotech arising out of or relating to the intentional or negligent acts or omissions of Owner, its officers, directors, shareholders, partners, agents, employees, or any of them in any combination. Envirotech acknowledges that Owner shall not be responsible for the intentional or negligent acts or omissions of any Resident, or any of them in combination.

- (7) **DEFAULT.** If Envirotech defaults in making any payment to owner hereunder when due, or fails to satisfactorily perform any other obligation of Envirotech hereunder, and if Envirotech fails to cure any such default within thirty (30) days after Owner gives written notice to Envirotech of such default, then Owner may terminate this Agreement by giving written notice of termination to Envirotech provided, that Owners shall have no right to terminate this Agreement after the expiration of such thirty day period if the default is cured prior to such termination.

If Owner defaults in making any payment to Envirotech when due, and if Owner fails to cure such default within thirty (30) days after Envirotech gives written notice to Owner of such default, then Envirotech may terminate this Agreement at any time by giving written notice of termination to Owner.

- (8) **SERVICE LIMITATIONS.** Envirotech assumes no responsibility for, and shall not be liable for, any interruption of service to the property named above arising from acts of God, labor disputes (other than Envirotech), civil insurrection, or vandalism. Envirotech shall not be liable for an interruption of service to the property named above arising from any action of any governmental agency regulating the services provided by Envirotech unless such action is a result of Envirotech's failure to comply with applicable laws, rules, regulations or orders. Envirotech shall not be liable for the quality of the water being supplied through the above named Property's water pipes.

- (9) **ASSIGNMENT.** This Agreement can be assigned by Owner. Owner agrees that in the event the Property is sold or transferred, Owner will notify the purchaser or transferee of the existence of this Agreement, and assign this Agreement to said purchaser or transferee by properly executed written instrument which shall provide for assumption of Owner's rights and obligations hereunder to the purchaser or transferee.
- (10) **ATTORNEY FEES.** In the event any disputes between Owner and Envirotech, arising out of this Agreement, should result in litigation, including appeals, the prevailing party shall be entitled to recover, from the non-prevailing party, all costs thereof, including, without limitation, reasonable attorney fees.
- (11) **GOVERNING LAW.** This Agreement shall be construed and interpreted in accordance with, shall be governed by, and shall be enforced in all respects according to the laws of the State of Florida.
- (12) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.
- (13) **ENTIRE AGREEMENT.** This Agreement and any attached exhibits, which are by this reference incorporated herein, and all documents in the nature of such exhibits, when executed, contain the entire written and oral understandings.
- (14) **BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.
- (15) **CONSTRUCTION.** The parties acknowledge that each party and its counsel have participated in the negotiation and preparation of the Agreement and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation or construction of this Agreement or any amendments hereto.
- (16) **REPRESENTATIONS.** Envirotech is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida. This Agreement is duly executed and delivered by Envirotech and constitutes the valid and binding agreement enforceable in accordance with its terms.
- (17) **NOTICE.** Whenever any notice is required to be given under the terms of this Agreement, the same shall be given in writing and either sent by certified mail, return receipt requested, postage pre-paid or by a national overnight delivery service or delivered by hand with written receipt acknowledged, or by telecopy followed by another permitted means of delivery. Any notice required or given hereunder shall be deemed received when received if sent by telecopy, hand or overnight delivery service, or three (3) days after posting if sent by certified mail, return receipt requested. For purposes of giving notice hereunder the addresses of the respective parties are

State of Florida

Commissioners  
SUSAN F. CLARK, CHAIRMAN  
J. TERRY DEASON  
JULIA L. JOHNSON  
DIANE K. KIESLING  
JOE GARCIA



DIVISION OF RECORDS &  
REPORTING  
BLANCA S. BAYO  
DIRECTOR  
(904) 413-6770

## Public Service Commission

May 13, 1996

John S. Ranney  
c/o Envirotech  
1502 Roberts Drive  
Jacksonville, Florida 32250

Docket No. 960583-WS

Dear Mr. Ranney:

This will acknowledge receipt of an application for request for exemption from Florida Public Service Commission regulation for provision of water and wastewater service in Palm Beach County by Vinings at Delray Beach, which was filed in this office on May 10, 1996 and assigned the above-referenced docket number. Appropriate staff members will be advised.

A tentative schedule of events in your docket (referred to as a Case Assignment and Scheduling Record or CASR) should be available, upon request, ten (10) working days after establishment of the docket. You may contact the Records Section at (904) 413-6770 or by fax at (904) 413-7118 to request that a copy of the case schedule be faxed or mailed to you. The schedule of events provides you with an opportunity to anticipate completion stages of work in the docket. These dates are subject to change; therefore, you may wish to call the Records Section periodically to obtain revised schedules for your docket. For firm dates of hearings or other activities, please look to the Commission's official notices and orders. You can also obtain information on your docket by accessing the PSC HomePage on the Internet, at <http://www.state.fl.us/psc/>.

Sincerely,

A handwritten signature in cursive script that reads "Matilda Sanders".

Matilda Sanders  
Commission Deputy Clerk