

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



DIVISION OF WATER &
WASTEWATER
CHARLES HILL
DIRECTOR
(904) 413-6900

Public Service Commission

April 16, 1996

Mr. John S. Ranney
Envirotech
1502 Roberts Drive
Jacksonville, Florida 32250

RE: Docket No. 960367-WS; Request for exemption from Florida Public Service Commission regulation for provision of water and wastewater service in Orange County by Andover Place Apartments.

Dear Mr. Ranney:

The purpose of this letter is to inform you of the deficiencies in the above-referenced application, Docket No. 960300-WS. It is imperative that the following deficiencies be corrected as soon as possible in order to avoid any further delay in the processing of your application.

1. Construction of Complex - Please provide the date that the complex was built. 1987
2. Nature of Business - Pursuant to Rule 25-30.060.(2)(e), Florida Administrative Code (F.A.C.), please indicate the nature of the applicant's business organization (i.e. corporation, partnership, sole proprietor, etc.).
3. Service Agreement - Please provide a copy of the service agreement.

Please file an original and four copies of the requested information by **May 10, 1996**, to **Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0873**. Also please be sure to reference the Docket Number, indicated at the top of this letter, on all future correspondence in order to ensure proper and timely processing. If you have any questions, please do not hesitate to contact me at (904) 413-6994.

Sincerely,

Christine C. Tomlinson
Regulatory Analyst

et/wp\960367.def

cc: Division of Legal Services (Reyes)
Division of Records and Reporting

DOCUMENT NUMBER-DATE
07897 JUL 27 96
FFSC-RECORDS/REPORTING

1502 Roberts Drive
Jacksonville Beach, FL 32250



Phone (904) 246-7999
Fax (904) 249-3399

July 25, 1996

Director
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. 960367, Andover Place Apartments.

Dear Director:

This letter is in response to your letter dated April 16, 1996. The following are answers to your questions.

1. The complex was constructed in **1987**.
2. The owner of the apartment **complex** is a **corporation**.
3. A copy of Envirotech's service **agreement** is **enclosed**.

I hope these are sufficient answers to your question. **Please** call me if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Garwood".

David Garwood
General Manager

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 a 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 to 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:

Envirotech:

Envirotech
1502 Roberts Drive
Jacksonville Beach, FL 32250
Attention: David Garwood
Facsimile: (904) 249-3399

Owner:

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED AS OF THE DATE STATED ABOVE.

ENVIROTECH

2

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

1502 Roberts Drive
Jacksonville Beach, FL 32250



ENVIROTECH

Utility Management Services



Phone (904) 246-7999
Fax (904) 249-3399

July 25, 1996

Director
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Docket No. 960367, Andover Place Apartments.

Dear Director:

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I hope these are sufficient answers to your question. Please call me if you have any additional questions.

Sincerely,

David Garwood
General Manager

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07897 JUL 29 1996

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Jacksonville Beach, FL 32250



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"The Leading Source in Water Conservation"

1502 Roberts Drive
Jacksonville Beach, FL 32250



ENVIROTECH

Utility Management Services



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Jacksonville Beach, FL 32250



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Utility Management Services



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