

LAW OFFICES  
GILL & BEHNKE

(A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS)  
601 S. FORT KING STREET  
OCALA, FLORIDA 34471-2235  
POST OFFICE BOX 317  
OCALA, FLORIDA 34478-0317

961015-WS

JANE L. W. BEHNKE, P.A.\*  
S. RAY GILL, P.A.\*  
\*MEMBERS OF THE FLORIDA BAR  
\*FEDERAL FAMILY MEDIATORS

FAX (352) 233-1111  
TELEPHONE (352) 233-1111

August 29, 1996

Check received with filing and  
forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check  
to RAR with proof of deposit.

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

Initials of person who forwarded check.  
\_\_\_\_\_

Re: Astor West, Inc./Application for Sale, Assignment or Transfer  
of Certificate or Facility


Dear Madam/Sir:

Please find enclosed the original and twelve (12) copies of  
the completed Application for Sale, Assignment or Transfer of  
Certificate or Facility and exhibits attached thereto concerning  
the above-referenced utility, Astor West, Inc., which is operating  
and existing in Marion County, Florida. Also enclosed, please find  
check number 4102 made payable to the Florida Public Service  
Commission in the amount of \$1,500.00 for the filing fee required.

We are this date serving proper notice of the application for  
transfer upon all customers of the utility and all entities as  
required by Rule 25-30.030, Florida Administrative Code, and  
Section 367.045(1)(a), Florida Statutes, and are publishing the  
notice in a newspaper of general circulation in accordance with  
Rule 25-30.030.

Should you need any further information or have any questions  
concerning this matter, please do not hesitate to contact me.

Sincerely,

  
S. RAY GILL  
Attorney at Law

SRG/rm  
Enclosures  
cc: H. Randolph Klein, Esquire

CS

DOCUMENT NUMBER-DATE

09273 SEP-3 88


FPSC-RECORDS/REPORTING

**EXHIBIT "A" TO APPLICATION FOR SALE, ASSIGNMENT OR  
TRANSFER OF CERTIFICATE OR FACILITIES**

The undersigned applicant states that the utility transfer of Astor West, Inc., is in the public's interest as the undersigned sole officer and shareholder of the corporation no longer has the desire nor resources to operate the facility. The buyer is eager and willing to assume all responsibility and operation of the utility and although the buyer has minimal experience in water and/or wastewater utility operations, intends to continue using the services of Enviro-Masters Water and Wastewater Services, Inc. (Len Tabor), who has operated the system during the past two (2) years and who owns several utilities itself, to manage the overall operation of this system. Furthermore, the buyer is committed to, and has the resources available, to make all necessary repairs to the system as may from time to time be required by the Commission.

Dated this 26 day of August, 1996.

ASTOR WEST, INC., a  
Florida corporation

  
Print: President/Owner  
Title: Selma Janet Rowland Collins

CIVIC ASSOCIATION OF RIO VISTA  
UTILITIES INC., a Florida  
corporation

  
By: \_\_\_\_\_  
Print: Charles J. Scola  
Title: President

FILE COPY

**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES**

(Pursuant to Section 367.071, Florida Statutes)

**TO: Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for the sale,  
assignment or transfer of (all or part) of Water Certificate No.  
378 and/or Wastewater Certificate No. 325 or facilities in  
MARION County, Florida, and submits the  
following information:

**PART I APPLICANT INFORMATION**

A) The full name (as it appears on the certificate), address  
and telephone number of the applicant:

Astor West, Inc.  
Name of utility

(352 ) 732-8030                      ( 352 ) 732-0153  
Phone No.                                      Fax No.

c/o S. RAY GILL, P.A., 613 SE Fort King Street  
Office street address

Ocala                                      FL                                      34471  
City                                      State                                      Zip Code

PO Box 337, Ocala, Florida 34478  
Mailing address if different from street address

N/A  
Internet address if applicable

B) The name, address and telephone number of the person to contact concerning this application:

S. RAY GILL, Attorney (352) 732-8030  
Name Phone No.  
613 SE Fort King Street  
Street address  
Ocala FL 34471  
City State Zip Code

C) The full name (as it will appear on the certificate), address and telephone number of the buyer: a not-for-profit

Civic Associatio nof Rio Vista Utilities, Inc., corporation  
Name of utility

(352) 489-2122 ( )  
Phone No. Fax No.

18721 SW 108th Street  
Office street address

Dunnellon FL 34432  
City State Zip Code

Post Office Box 817, Dunnellon FL 34430  
Mailing address if different from street address

N/A  
Internet address if applicable

D) Indicate the organizational character of the buyer: (circle one)

Corporation Partnership Sole Proprietorship  
Other: \_\_\_\_\_  
(specify)

E) The date and state of incorporation or organization of the buyer:

July 3, 1996  
Florida

- F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

See attached

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- G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

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**PART II FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit A - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

None

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C) Exhibit B - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

D) Exhibit N/A - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

E) Exhibit N/A - A statement describing the financing the purchase.

F) Exhibit C - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

G) Exhibit D - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. PSC 94-0744-FOF-WS/ 6/16/94 Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer. \*

H) Exhibit N/A - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

\*See Order Granting Temporary Rates 4 in the Event of Protest and Notice Proposed Agency Action, Order Establishing Rates and Charges Attached.

- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

S. RAY GILL, Attorney ( 352 )732-8030  
Name Phone No.

613 SE Fort King Street  
Street address

Ocala FL 34471  
City State Zip Code

- J) Exhibit N/A - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.
- K) Exhibit E - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.
- L) Exhibit F - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP)

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

### **PART III NOTICE OF ACTUAL APPLICATION**

- A) Exhibit G - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit H - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit I - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.



**PART IV FILING FEE**

Indicate the filing fee enclosed with the application:

\_\_\_\_\_ (for water) and \_\_\_\_\_ (for  
wastewater). \$1,500.00 (Combined water and wastewater)

**Note:** Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be \$750.
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be \$1,500.
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be \$2,250.
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be \$3,000.

**PART V OTHER**

- A) Exhibit J - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B) Exhibit N/A - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.** Buyer is a not-for-profit corporation and will be supplying water and sewer services to its members only. Buyer is therefore exempt from the tariff requirements of PSC.
- C) Exhibit \_\_\_\_\_ - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s). Certificates not available.

961115-WS

DEPOSIT TREAS. REC. DATE  
D370 SEP 04 '96

LAW OFFICES  
GILL & BEHNKE  
ORLANDO, FLORIDA 32801-2235  
ORLANDO, FLORIDA 32801-2235

STATE OF FLORIDA  
DIVISION OF RECORDS AND REPORTING  
FLORIDA PUBLIC SERVICE COMMISSION

August 29, 1996

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

Re: Astor West, Inc./Application for Sale, Assignment or Transfer  
of Certificate or Facility

Dear Madam/Sir:

Please find enclosed the original and twelve (12) copies of the completed Application for Sale, Assignment or Transfer of Certificate or Facility and exhibits attached thereto concerning the above-referenced utility, Astor West, Inc., which is operating and existing in Marion County, Florida. Also enclosed, please find check number 4102 made payable to the Florida Public Service Commission in the amount of \$1,500.00 for the filing fee required.

We are this date serving proper notice of the application for transfer upon all customers of the utility and all entities as required by Rule 25-30.030, Florida Administrative Code, and Section 367.045(1)(a), Florida Statutes, and are publishing the notice in a newspaper of general circulation in accordance with Rule 25-30.030.

Should you need any further information or have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

S. RAY GILL  
Attorney at Law

SRG/rm  
Enclosures  
cc: H. Randolph Klein, Esquire

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check.  
*[Handwritten initials]*

<b>KLEIN AND KLEIN</b> TRUST ACCOUNT (352) 731-7700 331 N.W. 3RD AVENUE ORLANDO, FL 32801		BANK OF AMERICA SOUTH FLORIDA 1000 WEST 1ST ST MIAMI BEACH, FL 33134 (305) 371-3000		4102
ONE THOUSAND FIVE HUNDRED AND NO 100ths		DATE	AMOUNT	
		July 31, 1996	\$1,500.00	
PAY TO THE ORDER OF <b>FLORIDA PUBLIC SERVICE COMMISSION</b>				
RE: <b>CIVIC ASSOCIATION OF RIO VISTA, INC.</b>				

**PART VI AFFIDAVIT**

I SELMA JANET ROWLAND COLLINS (applicant) do solemnly swear or affirm that the facts stated in the foregoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitute a complete statement of the matter to which it relates.

ASTOR WEST, INC.

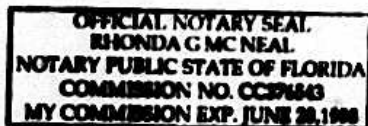
BY:

*Selma Janet Rowland Collins*  
Applicant's Signature

Selma Janet Rowland Collins  
Applicant's Name (Typed)

President & sole shareholder  
Applicant's Title \*

Subscribed and sworn to before me this 21<sup>st</sup> day  
of August 1996 by Selma Janet Rowland Collins, who is  
personally known by me.



*Rhonda G. McNeal*  
Notary Public

\* If the applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If the applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

**Part I - Section F**  
**Names, titles and addresses of corporate officers and directors for**  
**buyer are as follows:**

**Officers:**

**Shirley Sereda**  
**18860 S.W. 110th Place**  
**Dunnellon, Florida 34432**

**President**

**Gail Karpowich**  
**18758 S.W. 108th Street**  
**Dunnellon, Florida 34432**

**Vice-President**

**Carmen Fisher**  
**18721 S.W. 108th Street**  
**Dunnellon, Florida 34432**

**Secretary**

**Grace Burks**  
**11190 S.W. 186th Circle**  
**Dunnellon, Florida 34432**

**Treasurer**

**Directors:**

**Harry Reisen**  
**10943 S.W. 189th Terrace**  
**Dunnellon, Florida 34432**

**Gerald Rogers**  
**Post Office Box 839**  
**Dunnellon, Florida 34430**

**Amalia Phillips**  
**18840 S.W. 110th Place**  
**Dunnellon, Florida 34432**

**Mae Ruff**  
**11245 S.W. 186th Circle**  
**Dunnellon, Florida 34432**

**James Hegedus**  
**10971 S.W. 189th Terrace**  
**Dunnellon, Florida 34432**

CONTRACT FOR SALE AND PURCHASE

PARTIES: Astor West, Inc., a Florida corporation ("Seller"); Civic Association of Rio Vista, Inc., a Florida corporation ("Buyer")

I. DESCRIPTION:

(a) Legal description of Real Property located in Marion County, Florida: See Exhibit A attached hereto. (b) Street address, city, zip of the Property is: (c) Personalty: See Exhibit B attached hereto.

II. PURCHASE PRICE \$ 95,000.00

PAYMENT:

(a) Deposit to be held in escrow by S. Ray Gill Trust Account \$ 1,000.00 (b) Additional Deposit to be paid within days from acceptance by Seller \$ -0- (c) Assumption of Mortgage in favor of having an approximate present balance of \$ -0- (d) Purchase money mortgage and note (described below) \$ -0- (e) Other \$ -0- (f) Balance to close (U.S. cash or cashier's check) subject to adjustments and prorations \$ 94,000.00

III. FINANCING: This Contract is conditioned upon Buyer (a) obtaining a third party loan of \$ at an initial interest rate not to exceed % per annum or (b) approval to assume existing mortgage. Buyer shall make application within 10 days from Effective Date and use reasonable diligence to obtain same. If Buyer fails to obtain same or to waive Buyer's rights hereunder within days from date hereof, either party may cancel this Contract.

IV. TITLE EVIDENCE: At least 15 days before closing date, Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney, in accordance with Standard A (Check (1) or (2)): (1) title insurance commitment OR (2) abstract of title.

V. CLOSING DATE: This transaction shall be closed and closing papers delivered on the 31st day of July 19 96, unless extended by other provisions of Contract.

VI. RESTRICTIONS, EASEMENTS, LIMITATIONS: The Buyer shall take title subject to: Zoning, restrictions, prohibitions and other requirements imposed by governmental authority; Restrictions and matters common to the subdivision; Public utility easements of record for service to subject and adjoining property; Taxes for the year of closing; Other: None; provided that none of the foregoing shall prevent use of the Property for the purpose of water and sewer system

VII. OCCUPANCY: Seller represents that there are no parties in occupancy other than Seller, but if Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenants shall be disclosed pursuant to Standard F. Seller agrees to deliver occupancy of Property at time of closing. If occupancy is delivered prior to closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance thereof from said date, and shall be deemed to have accepted the Property, in its existing condition as of time of taking occupancy.

VIII. BROKERAGE FEE: Seller agrees to pay the real estate Broker named below, at time of closing of sale (complete only one), N/A % of gross purchase price OR \$ N/A, for finding a Buyer ready, willing and able to purchase. If Buyer fails to perform and deposits are retained, 50% thereof but not exceeding the Broker's fee shall be paid to the Broker as full consideration for Broker's services including costs expended by Broker, and the balance shall be paid to Seller. If the transaction shall not be closed because of failure of Seller to perform, the Seller shall pay said fee in full to Broker on demand.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions shall control all printed provisions in conflict therewith.

X. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") RIDER: The parties shall comply with the provisions of FIRPTA and applicable regulations which could require Seller to provide additional cash at closing to meet withholding requirements, and the FIRPTA Rider or equivalent may be attached to this Contract.

XI. SPECIAL CLAUSES

See Exhibit C attached hereto.

THIS IS A LEGALLY BINDING CONTRACT.

IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Civic Association of Rio Vista, Inc. By: Carmen (Buyer) Fisher, Pres. 7/2/96 (Date)

Astor West, Inc. By: Jan Collins (Seller) 7-3-96 (Date)

(Social Security or Tax I.D. Number) (Buyer) (Date)

(Social Security or Tax I.D. Number) (Seller) (Date)

Deposits under 11(a) received (if check, subject to clearance).

Broker:

Escrow Agent: S. Ray Gill Trust Account

By:

By:

EXHIBIT B PAGE 1 OF 5 PAGES

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Parcel 1:**

That certain parcel designated "Public Beach Area", Rio Vista Replat, as per plat thereof recorded in Plat Book K, pages 46 through 48, public records of Marion County, Florida.

**Parcel 2:**

Tract A, Rio Vista Replat, as per plat thereof recorded in Plat Book K, pages 46 through 48, public records of Marion County, Florida.

**Parcel 3:**

Block J, designated "Island", Rio Vista Replat, as per plat thereof recorded in Plat Book K, pages 46 through 48, public records of Marion County, Florida.

**Parcel 4:**

Lot 8, Block F, Rio Vista Replat, as per plat thereof recorded in Plat Book K, pages 46 through 48, public records of Marion County, Florida.

**Parcel 5:**

Lot 21, Block F, Rio Vista Replat, as per plat thereof recorded in Plat Book K, pages 46 through 48, public records of Marion County, Florida.

**Parcel 6:**

The West 140 feet of the Southerly 50 feet of the water retention area in Block 4, Rio Vista Estates, as per plat thereof recorded in Plat Book N, pages 31 through 33, public records of Marion County, Florida.

**Parcel 7:**

That certain water and sewage treatment system servicing Rio Vista, Rio Vista First Addition and Rio Vista Estates, Marion County, Florida, under PSC Certificate No. 378-W-325-S, together with all water mains, wells, pumps, storage tanks, treatment facilities, pipes, valves, laterals, lift stations, water meters, and easements for maintaining the same within the aforescribed subdivision.

**EXHIBIT B**

**Generator**

LT

**EXHIBIT C**

1. Buyer shall pay all closing costs excluding Seller's attorney's fees and prorated real estate taxes.

2. The water and sewage treatment system shall be in working order at closing and in compliance with all local, state and federal regulations governing same and otherwise sold in "AS IS" condition.

3. At Buyer's request Seller shall convey the utility to a new corporation created by Buyer.

*chrt*



**SECOND AMENDMENT TO CONTRACT FOR SALE AND PURCHASE  
BETWEEN ASTOR WEST, INC., AS SELLER AND  
CIVIC ASSOCIATION OF RIO VISTA, INC., AS BUYER**

1. This Contract is subject to approval by the Florida Public Service Commission pursuant to Section 367.071, Florida Statutes.

2. Seller shall convey the Island public beach, boat dock and parking (being a portion of Tract A) to Civic Association of Rio Vista, Inc. Consideration for purposes of title insurance and documentary stamps on the deed shall be \$35,000.00. Seller shall convey the remainder of the property, including the water and sanitary sewer systems to Civic Association of Rio Vista Utilities, Inc. Consideration for the purposes of title insurance and documentary stamps on the deed shall be \$60,000.00.

3. Except as herein amended all terms of the subject Contract shall remain the same.

Dated this 10<sup>th</sup> day of July, 1996.

ASTOR WEST, INC.

By

Selma J. Rowland Collins  
Selma J. Rowland Collins  
President

CIVIC ASSOCIATION OF RIO  
VISTA, INC.

By

Carmen Fisher Pres.  
Carmen Fisher, President

**EXHIBIT "C" TO APPLICATION FOR SALE, ASSIGNMENT OR  
TRANSFER OF CERTIFICATE OR FACILITIES**

The undersigned buyer certifies that all funding for the utility shall come from the individual homeowners who each own less than 10 percent ownership interest in the utility.

Dated this 26 day of August, 1996.

**CIVIC ASSOCIATION OF RIO VISTA  
UTILITIES, INC., a Florida  
corporation**

By: 

Print: Shirley Reed

Title: Resident

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for a staff. ) DOCKET NO. 931056-MS  
assisted rate case in Marion ) ORDER NO. PSC-94-0744-POP-WS  
County by ASTOR WEST, INC. ) ISSUED: June 16, 1994

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON, Chairman  
SUSAN F. CLARK  
JULIA L. JOHNSON  
DIANE K. KIESLING

ORDER GRANTING TEMPORARY RATES IN THE EVENT OF PROTEST

AND

NOTICE OF PROPOSED AGENCY ACTION  
ORDER ESTABLISHING RATES AND CHARGES

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein, except for the granting of temporary rates, subject to refund, in the event of protest, is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

BACKGROUND

Astor West, Inc. (AMI or utility), is a Class C water and wastewater facility located in Marion County. AMI served 192 water and 37 wastewater customers during its test year. AMI provides service to the Rio Vista, Rio Vista Estates, Rio Vista 1st Edition, and Glenwood subdivisions, which are a mixture of single family homes and mobile homes. The service area is located in Marion County, close to the Rainbow River near Dunnellon.

AMI was organized in 1972 and was certificated shortly after we were given jurisdiction over Marion County in 1981. By Order No. 11336, issued November 18, 1982, we granted AMI Certificates Nos. 378-W and 375-S for water and wastewater, respectively, and set the original rates and charges. In recent years, AMI has been ordered to show cause for failure to comply with its 1984, 1986,

ORDER NO. PSC-94-0744-POP-WS  
DOCKET NO. 931056-MS  
PAGE 2

and 1990 annual report requirements. AMI has since complied and therefore has become current with their annual reports through 1993. The owner of AMI died in 1992 and his estate, which includes AMI, has been administered by a trustee.

AMI has not had a rate increase since it received its certification over 11 years ago. The previous owner essentially used the utility as a tax write-off. On November 2, 1993, AMI applied for a staff-assisted rate case (SARC) and included in its application a request for an emergency rate increase. In Order No. PSC-93-1844-POP-WS, issued December 28, 1993, we granted AMI an emergency rate increase, thereby allowing AMI to recover its operation and maintenance costs, along with its related regulatory assessment fees, until a final examination of rates could be completed within the scope of this SARC.

AMI paid the appropriate filing fee for this case, and we set January 2, 1994, as the official filing date. Our staff audited AMI's records for compliance with the Commission's rules and orders, and we have determined all components necessary for rate setting. Our staff engineer also conducted a field investigation of AMI's water and wastewater plants and its service area. We also reviewed AMI's operation expenses, maps, files, and rate application has also been done to obtain information about AMI's physical plant and its operating costs.

We selected a historical test year ended December 31, 1993. During that period, AMI's books reflected unaudited operating revenues of \$17,175 for water and \$5,443 for wastewater. AMI recorded unaudited net operating losses of \$7,736 for water and \$3,978 for wastewater during the same period.

Water use in the AMI's service area is under the jurisdiction of the Southwest Florida Water Management District. We notified the management district that AMI had filed for a change in its rates. However, since the water management district has not placed any special water use conditions on the permit that it issued to AMI, we do not find it necessary to place any restrictions on AMI in order to promote conservation for these areas.

On April 20, 1994, our staff held a customer meeting in AMI's service area. Eleven customers attended the meeting and three customers talked about AMI's quality of service.

QUALITY OF SERVICE

As stated earlier, on April 20, 1994, our staff held a customer meeting in Dunellon, Florida. Of the eleven customers who attended the customer meeting, three customers talked about AMI's quality of service. Those three customers, along with another customer who had previously written us, complained about a low or inconsistent water pressure.

Our staff reviewed the customers' complaints and found that the customers live near each other, which indicated that the pressure problems were isolated to one area of AMI's distribution system. AMI checked the pressure and found it to be equal to or above the required 30 pounds per square inch (psi). Everyone agreed that the water pressure was poor in one area; so, AMI voluntarily raised its water pressure an additional 5 psi. New meters are being installed to replace the older ones that we suspect may have caused some flow restriction as a result of sediment accretion. There had been no previous complaints, and AMI stated that it did not know about the low or inconsistent water pressure. AMI has assured us that it will do everything possible, within reason, to keep the water pressure at a proper level. The customers should see some improvement in their water pressure as a result of the increased water pressure and the replacement of the older meters. Based on the above discussion, we find that AMI has properly addressed its problem of improper water pressure.

In addition to the problem of low or inconsistent water pressure, two customers said that their water quality had declined, specifically in taste and purity. However, a third customer stated that the taste and purity of the water that he received was generally good. The customer who had previously written us explained about the collection of black residues on his toilet fixtures. We investigated the customer's complaint, but we did not find any problem. All water standards are being met, and the water is safe for consumption. While it has not been considered excessive, abnormal amounts of manganese have been found in the water. Black residues will collect on fixtures that are not routinely used. This black residue does not create a health risk, and it can be corrected with routine use of the fixtures. AMI has advised the customer to use his fixtures more often. Since we do not find the collection of black residue on the water fixtures to be a serious problem, we will not order any further adjustments.

Another customer complained that he could not contact AMI by telephone. We have reviewed the customer's complaint, and we find that AMI can be adequately contacted by using the telephone number that AMI has printed on its billing statement and, further, that

the telephone number can be used after business hours for emergencies. We find that AMI's telephone system is adequate.

We find that AMI has properly addressed all the problems that have been presented to it. AMI's customers have expressed general satisfaction with AMI's quality of service, and further, AMI has worked diligently to comply with all state and local health requirements, including its wastewater pro forma plant improvements. Therefore, based on the above discussion, we find that AMI's quality of service is satisfactory.

RATE BASE

Our calculations of rate base are depicted on Schedule 1 for water and 1-A for wastewater, with our adjustments itemized in Schedule 1-C. The following discussion highlights our major findings and adjustments.

Used and Useful

Water Treatment Plant

The designed capacity of the water treatment plant is 240,000 gallons per day (gpd). The maximum daily flow during the test year was 90,600 gpd. There was no allowance made for margin reserve since a regression analysis indicated a negative growth rate. We determined in the last rate case that the water treatment facility was 100% used and useful. Calculations in the present case indicate that Account No. 307, Wells and Springs, is 37% used and useful. The difference results from the well capacity being increased from 100 gallons per minute (gpm) to its present capacity of 250 gpm. All other plant components have remained unchanged over the years. Accordingly, we find that Account No. 307 is 37% used and useful and the remaining water treatment plant accounts are 100% used and useful.

Wastewater Treatment Plant

The wastewater treatment plant has a treatment capacity of 25,000 gpd. The average daily flow of the peak usage month during the test year was 6,000 gpd. We did not consider an allowance for margin reserve because a regression analysis indicated an insignificant growth rate. Calculations indicate that the wastewater treatment plant is 24% used and useful. In the previous rate case, we found this facility to be 52% used and useful based on estimated flows. In this case, we believe that it is more realistic to use the collection system connection data, rather than actual flows, because there will probably be no additional

connections beyond the 55 connections that were originally designed for this development. Since there is no room for expansion, this facility will reach its connection capacity long before it reaches its flow capacity. Accordingly, using the methodology described for determining the used and useful percentage for the collection system, we find that the wastewater treatment facility is 66% used and useful.

Wastewater additions for the test year, adjusted to reflect the average test year balances, total \$6,207.

Pro forma wastewater plant adjustments total \$1,334. This amount includes \$1,986.57 for an irrigation system to dispose of effluent, and \$1,346.75 to replace and repair pipe work at the wastewater treatment plant. AMI has had problems with the capacity of its percolation pond. To alleviate this problem, AMI has removed excess vegetation near the pond, and it has installed a circulation fountain system. AMI has obtained a construction permit from the Department of Environmental Protection (DEP) to modify its effluent disposal system. One alternative is that AMI can install spray irrigation equipment to spray the property surrounding the pond with the treated effluent. The wastewater treatment facility has also had problems with nitrate removal. AMI needs to adjust the air supply and wastewater flows at different locations in the plant.

We believe that it is appropriate to require AMI to make the improvements listed above. These improvements will enable AMI to meet DEP's requirements. Accordingly, we shall hold this docket open for six months from the effective date of this Order so that staff can verify completion of the pro forma plant improvements.

Based on the above, we find that the total plant in service is \$111,364 for water and \$128,262 for wastewater to be appropriate.

#### Land

We did not assign any land value in Order No. 11336, and we will not assign any land value now. Our investigation shows that AMI received its land as a result of an intercompany transfer, and it has not assigned any value to the land.

#### Plant Held for Future Use

Plant held for future use has been calculated based on the non-used and useful percentages of plant net of accumulated depreciation. We find the appropriate reductions to rate base to be \$10,576 for water and \$17,234 for wastewater.

#### Contributions-in-Aid-of-Construction (CIAC)

The CIAC balances reflected in Order No. 11336 were \$15,535 for water and \$17,651 for wastewater. In Order No. 11336, wastewater CIAC had been imputed to reflect 80% capacity. AMI still has not reached 80% capacity; therefore, we will not impute CIAC for this case, resulting in a reduction to wastewater CIAC of

#### Water Distribution and Wastewater Collection Systems

The water distribution system has the capacity to serve 245 equivalent residential connections (ERCs). The number of test-year ERCs was 192.5. With no connections added for margin reserve considerations, we find that the water distribution system is 79% used and useful. The wastewater collection system has the capacity to serve 55 ERCs. The number of test-year's ERCs was 36.5. With no connections added for margin reserve considerations, we find that the wastewater collection system is 66% used and useful.

#### Test Year Rate Base

AMI's rate base includes depreciable plant in service, plant held for future use, contributions-in-aid-of-construction (CIAC), accumulated depreciation, accumulated amortization of CIAC, and working capital allowance. Pursuant to Order No. 11336, issued November 18, 1982, depreciable plant-in-service, plant-held-for future-use, and CIAC balances were determined as of November 30, 1981. We used the amounts set forth in Order 11336 and updated them for this case. Further adjustments were necessary to reflect test-year changes, used and useful determinations, and pro forma plant improvements. AMI has been held in trust since the death of its original owner. AMI's trustee has not kept a general ledger; accordingly, we used AMI's check registers and invoices to determine the appropriate adjustments. A discussion of each component follows.

#### Utility Plant in Service

AMI has two interconnected water treatment facilities (each with a well and a hydropneumatic tank), one percolation pond, a backup generator, and a 25,000 gpd wastewater treatment plant. In Order No. 11336, issued November 18, 1982, AMI's plant-in-service balances were \$80,903 for water and \$87,176 for wastewater. In addition to adjusting the plant to reflect the previously ordered balances, we made adjustments to reflect \$20,261 for water plant additions and \$31,546 for wastewater plant additions up to the test year. Test year additions for water, less water meter retirements, adjusted to reflect the average test year balances, total \$10,201.

\$11,026. We have added all actual additions to CIAC, up to the test year (\$7,500 for water and \$6,000 for wastewater), plus the average test year balance of test-year additions (\$150 for water and \$600 for wastewater). Based on the above, we find that the appropriate total CIAC is \$23,185 for water and \$13,325 for wastewater.

#### Accumulated Depreciation

The accumulated depreciation balances reflected in Order No. 1136 were \$26,067 for water and \$42,687 for wastewater. Additions up to the test year have totaled \$25,875 for water and \$26,533 for wastewater. Water additions for the test year, less retirement of meters, adjusted to reflect the average test year balances, total \$1,944. Test-year additions for wastewater, adjusted to reflect the average test-year balances, total \$2,549. Consistent with this Commission's practice, we calculated accumulated depreciation using a rate of 2.58 up to the test year, and those rates prescribed by Rule 25-30.140, Florida Administrative Code, for the test year. In addition, we have added one year of pro forma plant depreciation, of \$222, for wastewater, to reach the total amounts of \$53,886 for water and \$71,991 for wastewater.

#### Accumulated Amortization of CIAC

In Order No. 1136, the accumulated amortization balances reflected were \$1,833 for water and \$2,199 for wastewater. In order to be consistent with our adjustment to eliminate the duplication of CIAC, we have reduced accumulated amortization of CIAC by \$1,341. Additions up to the test year total \$5,299 for water and \$2,782 for wastewater. Test-year additions to accumulated amortization, adjusted to reflect the average test-year balances, total \$412 for water and \$288 for wastewater. Amortization of CIAC has been calculated using a rate of 2.58 prior to the test year and the composite rate during the test year. Accordingly, we find that the appropriate total balances of accumulated amortization of CIAC are \$7,544 for water and \$3,928 for wastewater.

#### Working Capital Allowance

Pursuant to Rule 25-30.443, Florida Administrative Code, we have used the one-eighth of operation and maintenance expense formula approach for calculating working capital allowance. Applying this formula, we find that a working capital allowance of \$3,269 for water and \$922 for wastewater based on O&M of \$26,149 for water and \$7,377 for wastewater is appropriate.

**Rate Base**  
Based on the foregoing, we find that the appropriate balance of test-year rate base is \$34,530 for water and \$30,662 for wastewater.

#### CAPITAL STRUCTURE

Our calculations of AMI's capital structure are depicted on Schedule No. 2. Based on our staff audit, AMI's capital structure includes mostly long-term debt, with interest rates ranging from 48 to 128. Pursuant to Order No. PSC 93-1107-POP-MS, issued July 29, 1993, the test-year average equity ratio yields a return of 8.818 when the current leverage formula, approved in that order, is used. Applying the weighted-average method to the total capital structure yields an overall rate-of-return of 7.348 with a range from 7.328 to 7.358. AMI's test-year average equity and debt balances have been adjusted down on a pro rata basis to match its total rate base.

#### NET OPERATING INCOME

AMI's net operating income is shown on Schedules Nos. 3 and 3-A for water and wastewater, respectively, with our adjustments on Schedule 3-B. The major items and adjustments are discussed below.

#### Test Year Operating Revenue

AMI recorded water system revenues of \$17,175 and wastewater system revenues of \$5,443 during the test period. A revenue check shows that AMI charges its approved rates and that the customers have been correctly billed.

#### Operating Expenses

AMI recorded operating expenses of \$24,911 for water and \$9,421 for wastewater. These expenses include operation and maintenance (O&M) expenses, depreciation expense (net of related amortization of CIAC), and taxes other than income taxes.

We have traced AMI's test-year operating expenses to its invoices. We have also made adjustments to reflect unrecorded test-year expenses and to reflect allowances for plant operations.

Operation and Maintenance Expenses

AMI charged \$21,063 for water O&M and \$9,152 for wastewater O&M during the test year. Explanations of AMI's recorded expenses and our allowances follow:

- 1) Exchanged Power - AMI recorded purchased power expense of \$1,068 for water and \$2,163 for wastewater during the test year. This expense has been reduced by \$70 each for water and wastewater to remove non-utility lighting expenses.
- 2) Materials and Supplies - AMI did not record any expenses in this account; however, AMI's level of unaccounted-for water is 21,268. Since there do not appear to be any significant leaks in its system, this level probably represents the improper reporting of older meters. We have therefore, included a pro forma water expense of \$900 to cover the replacement of 15 meters each year.

- 3) Contractual Services - AMI recorded contractual services expenses of \$18,771 for water and \$5,124 for wastewater during the test year. We have reduced the wastewater contractual amount by \$2,200 in order to reflect amortization of engineering expenses associated with obtaining a wastewater treatment plant operating permit. We have also added \$1,200 to the wastewater account to reflect an annual allowance to remove vegetation in the percolation pond. During the test year, AMI incurred laboratory testing costs related to potable water for primary inorganic, primary organic, and secondary chemicals at a cost of \$548. Because DEP requires this series of testing every three years, we have allowed a yearly amount of \$182.67 (\$548/3) for contractual services. AMI has also shown that, in 1994, it will spend approximately \$6,370 for laboratory DEP water testing. We have, therefore, also allowed an amortized expense of \$2,068 for laboratory testing. These adjustments result in a total increase to water contractual services of \$1,703 (\$2,068 - \$365 amortization of existing tests).

- 4) Insurance Expense - AMI did not record any expense in this account during the test year. We have added pro forma expenses of \$1,866 for water and \$207 for wastewater for liability insurance based on the actual cost of insurance paid on January 13, 1994, after the test year ended.

- 5) Regulatory Commission Expense - AMI recorded a \$150 SARC filing fee for each system in this account. We have reduced this amount by \$113 per system to reflect the amortization of the filing fee over four years.

- 6) Miscellaneous Expense - AMI recorded \$1000 as the fee for renewal of its wastewater plant operating permit in this account. In accordance with Rule 25.30-431(f), Florida Administrative Code, we have reduced this amount by \$800 to reflect its amortization over five years.

Depreciation Expense

AMI did not record any depreciation expense. Applying the prescribed depreciation rates to the appropriate used and useful plant-in-service account balances, and then offsetting that by applying the composite depreciation rates to the appropriate CIAC account balances, yields the appropriate depreciation expenses net of CIAC of \$3,183 for water and \$3,214 for wastewater.

Taxes Other Than Income

AMI recorded \$3,049 for water and \$269 for wastewater in this account. We have increased these amounts by \$47 for water and \$85 for wastewater to reflect the 4.5% regulatory assessment fee applicable to the test-year revenues. We have also increased these amounts by \$88 for water and \$166 for wastewater to reflect the increase in revenues approved herein.

REVENUE REQUIREMENT

Based upon the adjustments discussed above, we find it appropriate to increase revenues by \$18,623 (108.4%) for water and \$8,138 (149.5%) for wastewater. These annual revenues will allow AMI to recover its expenses and give it the opportunity to earn a 7.34% return on its investment.

RATES AND RATE STRUCTURE

We have calculated a base facility/gallonnage charge rate structure for water and wastewater service based on test-year data. This is our preferred rate structure, because it is designed to provide for the equitable sharing by the rate-payers of both the fixed and variable costs of providing service. The fixed costs of providing service are recovered through the base facility charge, while the variable costs are recovered through the gallonnage charge.

The rates approved hereunder are designed to produce total annual revenues of \$15,798 for water and \$13,561 for wastewater. These approved rates will be effective for service rendered on or after the stamped approval date on AMI's revised tariff sheets pursuant to Rule 25.30-475(1), Florida Administrative Code. The

rates may not be implemented until proper notice has been received by the customer. AMI shall provide proof of the date notice was given no later than 10 days after the date of the notice.

If the effective date of the new rates falls within a regular billing cycle, the initial bills at the new rate may be pro-rated. The old charge shall be pro-rated based on the number of days in the billing cycle before the effective date of the new rates. The new charge shall be pro-rated based on the number of days in the billing cycle on or after the effective date of the new rates. In no event shall the rates be effective for service rendered prior to the stamped approval date.

The following is a schedule of AMI's previously approved rates and the rates approved herein. This schedule includes the rates in effect prior to the effective date of the emergency rates approved in Order No. PSC-93-1844-POP-WS, issued December 20, 1993.

**MONTHLY WATER RATES**  
**GENERAL AND RESIDENTIAL SERVICE**

Meter Size	Rates		Commission's Approved Rates
	Prior To Emergency Rates	Current Approved Emergency Rates	
5/8"x3/4"	\$ 4.68	\$ 5.92	\$ 0.24
3/4"			12.35
1"			20.59
1-1/2"			41.18
2"			65.89
3"			131.78
4"			205.91
6"			411.81

Gallage Charge, Per 1,000 Gallons \$ 0.46 \$ 0.58 \$ 1.22

**MONTHLY WASTEWATER RATES**  
**GENERAL AND RESIDENTIAL SERVICE**

Meter Size	Rates		Commission's Approved Rates
	Prior To Emergency Rates	Current Approved Emergency Rates	
5/8"x3/4"	\$ 7.53	\$ 12.98	\$ 13.63
3/4"			20.45
1-1/2"			34.08
2"			68.15
3"			109.04
4"			218.08
6"			340.75
			681.51

Gallage Charge, Per 1,000 Gallons (6,000 gallon cap) \$ 1.07 \$ 1.85 \$ 3.84

Applying the 1992 test-year to those water customers with an average water consumption of 5,963.56 gallons per month per customer, we get the following rates for an average monthly water bill:

Base Facility Charge	Average Monthly Bill		Average Monthly Bill Using Approved Rates	Percent Increase
	Prior to Emergency Rates	Using Approved Rates		
\$ 4.68	\$ 7.42	\$ 8.24	\$ 7.28	109%
\$ 2.74	\$ 7.42	\$ 15.52		
Total				

Using the 37 test-year wastewater customers with an average wastewater use of 4,420.29 gallons per month per customer, an average residential monthly wastewater bill comparison will be as follows:

Base Facility Charge	Average Monthly Bill		Average Monthly Bill Using Approved Rates	Percent Increase
	Prior to Emergency Rates	Using Approved Rates		
\$ 7.53	\$ 13.63	\$ 13.63	\$ 13.63	157%
\$ 4.72	\$ 13.63	\$ 30.60		
Total	\$ 12.26			



Sanctuary Rate Reduction and Recovery Period

Under Section 367.0016, Florida Statutes, rate case expense is to be amortized over a four-year period, at the conclusion of which rates are to be reduced by the amounts attributable to rate case expense. Accordingly, at the conclusion of the four-year amortization period, revenues shall be reduced by a total of \$39 per system annually to remove rate case expense grossed-up for regulatory assessment fees. The effect of the revenue reduction results in rate decreases as shown on Schedules Nos. 4 and 4-A.

AMI shall file revised tariff sheets no later than one month prior to the actual date of the required rate reduction. AMI shall file a proposed customer notice setting forth the lower rates and the reason for the reduction.

If AMI files this reduction in conjunction with a price index or pass-through rate adjustment, separate data shall be filed for the price index and/or pass-through increase or decrease and the reduction in the rates due to the amortized rate case expense.

SERVICE AVAILABILITY CHARGES

The appropriate service availability charges are the existing water system capacity charge of \$150 and the wastewater system capacity charge of \$600 established in Order No. 11336.

AMI's historical growth has been approximately five water customers and one wastewater customer per year. Based on the slow historical growth pattern, AMI's wastewater plant will be fully depreciated before it has been built-out. The water plant will be built-out in four years and will have to be expanded to accommodate additional connections, and AMI has not said whether it intends to expand its plant in the future.

Rules 25-30.580 (1)(a) and (b), Florida Administrative Code, establish guidelines for maximum and minimum CIAC levels for jurisdictional utilities. We find it appropriate to retain AMI's current water system capacity charge of \$150 and wastewater system capacity charge of \$600 which will not cause AMI's contribution to exceed the maximum 75% level.

MISCELLANEOUS SERVICE CHARGES

AMI's current tariff contains no provision for miscellaneous service charges. However, we find the following charges to be appropriate:

	WATER	WASTEWATER
Initial Connection	\$15.00	\$15.00
Normal Reconnection	\$15.00	\$15.00
Violation Reconnection	\$15.00	Actual Cost
Premises Visit (in lieu of disconnection)	\$10.00	\$10.00

The four types of miscellaneous service charges are:

- 1) Initial Connection: This charge will be levied for initiation of service at a location where service did not previously exist.
- 2) Normal Reconnection: This charge will be levied for transfer of service to a new customer account at a location previously served, or reconnection of service subsequent to a customer's requested disconnection.
- 3) Violation Reconnection: This charge will be levied prior to reconnection of an existing customer after disconnection of service for cause in accordance with Rule 25-30.320(2), Florida Administrative Code, including a delinquent bill payment.
- 4) Premises Visit (in lieu of disconnection): This charge will be levied whenever a service representative visits a premises for the purpose of discontinuing service for non-payment of a due and collectible bill, but the service representative elects not to discontinue service either because the customer pays the service representative or the customer otherwise makes satisfactory arrangements to pay the bill.

These charges are designed to reflect more accurately the costs associated with each service and to place the burden of payment on the person who incurred the cost (the "cost causer"), rather than on the entire rate-paying body. Therefore, based on the above discussion, AMI shall submit revised tariff pages to incorporate the above charges.

TEMPORARY RATES IN THE EVENT OF PROTEST

This Order proposes an increase in water and wastewater rates. A timely protest might delay what appears to be a justified rate increase, resulting in an unrecoverable loss of revenue to AMI. Therefore, in the event of a protest filed by a party other than AMI, we order that the approved rates be issued as temporary rates.

The approved temporary rates collected by AMI shall be subject to the refund provisions discussed below.

AMI shall be authorized to collect the temporary rates upon staff's approval of an appropriate form of security for any potential refund and a copy of the proposed customer notice. The security shall be in the form of a bond or a letter of credit in amount of \$18,224. Alternatively, AMI could establish an escrow agreement with an independent financial institution.

If AMI chooses a bond as security, the bond shall contain wording to the effect that it will be terminated only under the following conditions:

- 1) The Commission approves the rate increase; or
- 2) If the Commission denies the increase, the utility shall refund the amount collected that is attributable to the increase.

If AMI chooses a letter of credit as a security, it shall contain the following conditions:

- 1) The letter of credit is irrevocable for the period it is in effect; and
- 2) The letter of credit will be in effect until a final Commission order is rendered, either approving or denying the rate increase.

If security is provided through an escrow agreement, the following conditions shall be part of the agreement:

- 1) No refunds in the escrow account may be withdrawn by the utility without the express approval of the Commission;
- 2) The escrow account shall be an interest bearing account;
- 3) If a refund to the customers is required, all interest earned by the escrow account shall be distributed to the customers;
- 4) If a refund to the customers is not required, the interest earned by the escrow account shall revert to the utility;
- 5) All information on the escrow account shall be available from the holder of the escrow account to a Commission representative at all times;

- 6) The amount of revenue subject to refund shall be deposited in the escrow account within seven days of receipt;
- 7) This escrow account is established by the direction of the Florida Public Service Commission for the purpose(s) set forth in its order requiring such account. Pursuant to Cosentino v. Elson, 263 So.2d 253 (Fla. 3d DCA 1972), escrow accounts are not subject to garnishments;
- 8) The Director of Records and Reporting must be a signatory to the escrow agreement.

In no instance shall the maintenance and administration costs associated with the refund be borne by the customers. These costs are the responsibility of, and should be borne by, AMI. Irrespective of the form of security chosen by AMI, an account of all monies received as result of the rate increase shall be maintained by AMI. This account must specify by whom and on whose behalf such monies were paid. If a refund is ultimately required, it shall be paid with interest calculated pursuant to Rule 25-30.360(4), Florida Administrative Code.

AMI shall maintain a record of the amount of the appropriate security, and the amount of revenues that are subject to refund. In addition, after the increased rates are in effect, AMI shall file reports with the Division of Water and Wastewater no later than 20 days after each monthly billing. These reports shall indicate the monthly and total amounts of revenues collected under the increased rates.

#### Conformity with 1984 NARUC Uniform System of Accounts

During the test year, AMI did not keep its books in conformity with the Uniform System of Accounts (USOA). Paragraph (1) of Rule 25-30.115, Florida Administrative Code, entitled "Uniform System of Accounts for Water and Sewer Utilities", states:

Water and Sewer Utilities shall, effective January 1, 1986, maintain its [sic] accounts and records in conformity with the 1984 NARUC Uniform System of Accounts adopted by the National Association of Regulatory Utility Commissioners.

We find that AMI has the expertise to convert and maintain its records in conformity with Rule 25-30.115, Florida Administrative Code. Therefore, AMI shall convert and maintain its books and

records in conformity with the 1984 MAIUC Uniform System of Accounts.

This docket shall remain open at least six months from the effective date of the Order so that the staff may verify that pro forma plant improvements have been completed. After AMI has completed the requirements ordered by the Commission and DEP and after AMI has submitted and has had approved revised tariff sheets reflecting the new rates, this docket may be closed administratively. However, if AMI fails to complete the pro forma plant improvements as scheduled, staff will prepare a follow-up recommendation and we may initiate show cause proceedings against AMI.

Based on the foregoing, it is, therefore,

ORDERED by the Florida Public Service Commission that the application of Astor West, Inc., for an increase in its water and wastewater rates in Marion County is hereby approved as set forth in the body of this Order. It is further

ORDERED that Astor West, Inc., is authorized to charge the new rates and charges as set forth in the body of this Order. It is further

ORDERED that each of the findings made in the body of this Order are by reference incorporated herein. It is further

ORDERED that all of the matters contained in the schedules attached hereto are by reference incorporated herein. It is further

ORDERED that these approved rates will be effective for service rendered on or after the stamped approval date on the revised tariff sheets. The revised tariff sheets will be approved upon Staff's verification that the tariff sheets are consistent with the Commission's decision, that the proposed customer notice is adequate, and any required security is provided. In no event shall the rates be effective for services rendered prior to the stamped approval date. It is further

ORDERED that, prior to the implementation of the approved rates and charges, Astor West, Inc., shall submit and have approved a proposed notice of the increased rates and charges and the reasons therefor, which shall be provided to its customers no later than with the first billing under the rates approved herein. The notice will be approved upon Staff's verification that it is consistent with our decision. Astor West, Inc., shall provide

proof of the date notice was given no later than 10 days after the date of the notice. It is further

ORDERED that all pro forma plant improvements herein ordered shall be completed within six months of the date of this Order. It is further

ORDERED that all provisions of this Order, except for the granting of temporary rates in the event of protest, subject to refund, are issued as proposed agency action and shall become final, unless an appropriate petition in the form provided by Rule 25-22.029, Florida Administrative Code, is received by the Director of the Division of Records and Reporting at 101 East Gaines Street, Tallahassee, Florida 32399-0807, by the date set forth in the Notice of Further Proceedings or Judicial Review. It is further

ORDERED that, pursuant to Section 367.0816, Florida Statutes, the revenue approved herein shall be reduced by a total of \$39 per system annually to reflect the removal of rate case expense grossed up for regulatory fees immediately upon expiration of the four-year amortization period. Astor West, Inc., shall file revised tariffs and a proposed customer notice setting forth the lower rates and the reason for the reduction no later than thirty days prior to the expiration of the four-year amortization period. It is further

ORDERED that the miscellaneous service charges approved herein shall be effective for service rendered on or after the stamped approval date on its revised tariff sheets. It is further

ORDERED that Astor West, Inc., shall bring its books and records into and henceforth maintain them in conformity with the 1984 MAIUC Uniform System of Accounts. It is further

ORDERED that, pursuant to Rule 25-30.360, Florida Administrative Code, in the event of a protest by any substantially affected person other than the utility, Astor West, Inc., is authorized to collect the approved rates on a temporary basis, subject to refund, provided that Astor West, Inc., has furnished satisfactory security for any potential refund. It is further

ORDERED that this docket shall remain open so that Staff may verify that the pro forma plant improvements have been completed. Upon Staff's verification that Astor West, Inc., has complied with this Order in all respects, this docket may be closed administratively.

By ORDER of the Florida Public Service Commission, this 14th day of June, 1983.

BARBARA S. ABYD, Director  
Division of Records and Reporting

by: *Ray Stinson*  
Chief, Bureau of Records

( S E A L )  
ELS

**NOTICE OF FURTHER PROCEEDINGS ON JUDICIAL REVIEW**

The Florida Public Service Commission is required by Section 120.59(4), 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.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting at his office at 101 East Gaines Street, Tallahassee, Florida 32399-0870, by the close of business on JULY 7, 1983.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it

satisfies the foregoing conditions and is removed within the specified protest period.

If this order becomes final and effective on the date described above, any party adversely affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water 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 of the effective date 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.

ASTOR WEST, INC.  
 SCHEDULE OF WATER RATE BASE  
 TEST YEAR ENDING DECEMBER 31, 1993

SCHEDULE NO. 1  
 DOCKET NO. 931056-WS

	TEST YEAR PER UTILITY	COMM. ADJUST. TO UTL. BAL.	BALANCE PER COMM.
UTILITY PLANT IN SERVICE	0	111,294 A	111,294
LAND/IRON - DEPRECIABLE ASSETS	0	0	0
PLANT HELD FOR FUTURE USE	0	(10,579)B	(10,579)
ACQUISITION ADJUSTMENT	0	0	0
OWIP	0	0	0
CIAC	0	(23,189)C	(23,189)
ACCUMULATED DEPRECIATION	0	(53,069)D	(53,069)
AMORTIZATION OF ACQUISITION ADJUSTMENT	0	0	0
AMORTIZATION OF CIAC	0	7,544 E	7,544
WORKING CAPITAL ALLOWANCE	0	3,269 F	3,269
WATER RATE BASE	0	34,530	34,530

ASTOR WEST, INC.  
 SCHEDULE OF WASTEWATER RATE BASE  
 TEST YEAR ENDING DECEMBER 31, 1993

SCHEDULE NO. 1-A  
 DOCKET NO. 931056-WS

	TEST YEAR PER UTILITY	COMM. ADJUST. TO UTL. BAL.	BALANCE PER COMM.
UTILITY PLANT IN SERVICE	0	128,252 A	128,252
LAND/IRON - DEPRECIABLE ASSETS	0	0	0
PLANT HELD FOR FUTURE USE	0	(17,294)B	(17,294)
ACQUISITION ADJUSTMENT	0	0	0
OWIP	0	0	0
CIAC	0	(13,225)C	(13,225)
ACCUMULATED DEPRECIATION	0	(71,991)D	(71,991)
AMORTIZATION OF ACQUISITION ADJUSTMENT	0	0	0
AMORTIZATION OF CIAC	0	3,929 E	3,929
WORKING CAPITAL ALLOWANCE	0	922 F	922
WASTEWATER RATE BASE	0	30,892	30,892

ASTOR WEST, INC.  
 ADJUSTMENTS TO RATE BASE  
 TEST YEAR ENDING DECEMBER 31, 1993

SCHEDULE NO. 1-8  
 DOCKET NO. 931046-MS

ASTOR WEST, INC.  
 SCHEDULE OF CAPITAL STRUCTURE  
 TEST YEAR ENDING DECEMBER 31, 1993

SCHEDULE NO. 2  
 DOCKET NO. 931058-MS

A. UTILITY PLANT IN SERVICE

- 1. To reflect plant at 11/30/81 per Order No. 11338
- 2. To reflect plant additions to 12/31/92
- 3. To add test year additions less meter reservations
- 4. To reflect averaging adjustment
- 5. To reflect pro forma plant additions

	WATER	WASTEWATER
1.	\$ 80,803	\$ 87,178
2.	20,281	31,546
3.	20,497	12,413
4.	(10,201)	(8,287)
5.	111,264	132,859
	<u>\$ 111,264</u>	<u>\$ 132,859</u>

B. PLANT HELD FOR FUTURE USE

- 1. To reflect average non-used and unused plant
- 2. To reflect average non-used and unused accumulated depreciation

1.	(94,148)	(20,228)
2.	13,570	28,448
	<u>\$ (10,578)</u>	<u>\$ (17,280)</u>

C. CONTRIBUTIONS IN AID OF CONSTRUCTION

- 1. To reflect CAC at 11/30/81 per Order No. 11338
- 2. To remove impaction to 80% capacity in Order No. 11338
- 3. To reflect additions to 12/31/92
- 4. To reflect test year additions
- 5. To reflect averaging adjustment

1.	(18,534)	(17,881)
2.	(7,509)	11,888
3.	(203)	(8,888)
4.	(203)	(1,288)
5.	150	(89)
	<u>\$ (22,197)</u>	<u>\$ (13,388)</u>

D. ACCUMULATED DEPRECIATION

- 1. To reflect accumulated depreciation at 11/30/81 per Order No. 11338
- 2. To reflect additions to 12/31/92
- 3. To reflect test year additions less reversals
- 4. To reflect averaging adjustment
- 5. To reflect 1 year depreciation for pro forma

1.	(28,087)	(42,887)
2.	(23,873)	(28,588)
3.	(3,888)	(8,888)
4.	1,944	2,448
5.	(83,888)	(83,888)
	<u>\$ (83,888)</u>	<u>\$ (173,888)</u>

E. AMORTIZATION OF CAC

- 1. To reflect amortization of CAC at 11/30/81 per Order No. 11338
- 2. To remove impaction to 80% capacity in Order No. 11338
- 3. To reflect additions to 12/31/92
- 4. To reflect test year additions
- 5. To reflect averaging adjustment

1.	1,633	2,188
2.	5,288	(1,241)
3.	823	2,788
4.	(411)	578
5.	2,444	(887)
	<u>\$ 2,444</u>	<u>\$ 3,888</u>

F. WORKING CAPITAL ALLOWANCE

- 1. To reflect 1/8 of operation and maintenance expenses

1.	\$ 3,288	\$ 888
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	REAL UTILITY	COMMON ADJUST. TO UTIL. BAL.	BALANCE PER COMMON	PERCENT OF TOTAL	COST	WEIGHTED COST
LONG-TERM DEBT	\$ 229,500	\$ (280,888)	\$ 28,674	40.61%	4.00%	1.62%
LONG-TERM DEBT	8,295	(7,238)	957	1.47%	8.00%	0.12%
LONG TERM DEBT	218,887	(191,873)	24,994	36.34%	9.00%	3.41%
LONG-TERM DEBT	42,728	(37,888)	4,929	7.56%	10.00%	0.76%
LONG-TERM DEBT	58,888	(51,288)	6,601	10.28%	12.00%	1.22%
EQUITY	9,980	(8,203)	1,148	1.78%	8.81%	0.15%
PREFERRED STOCK	0	0	0	0.00%	0.00%	0.00%
OTHER	0	0	0	0.00%	0.00%	0.00%
TOTAL	\$ 365,148	\$ (488,288)	\$ 65,192	100.00%		<u>7.34%</u>

RANGE OF REASONABLENESS	LOW	HIGH
RETURN ON EQUITY	7.81%	9.81%
OVERALL RATE OF RETURN	7.32%	7.33%

ASTOR WEST, INC.  
SCHEDULE OF WATER OPERATING INCOME  
TEST YEAR ENDING DECEMBER 31, 1983

SCHEDULE NO. 3  
DOCKET NO. 80108-MS

	TEST YEAR PER UTILITY	COMM. ADJ. TO UTILITY	COMM. ADJUSTED TEST YEAR	ADJUST. FOR INCREASE	TOTAL PER COMM.
OPERATING REVENUES	\$ 17,178	\$ 0	\$ 17,178	\$ 18,822 D	\$ 36,788
OPERATING EXPENSES:					
OPERATION AND MAINTENANCE	21,883	4,288 A	26,149	0	26,149
DEPRECIATION (NET)	0	3,183 B	3,183	0	3,183
AMORTIZATION	0	0	0	0	0
TAXES OTHER THAN INCOME	3,049	47 C	3,096	808 E	3,903
INCOME TAXES	0	0	0	0	0
TOTAL OPERATING EXPENSES	\$ 24,911	\$ 7,515	\$ 32,427	\$ 808	\$ 33,295
OPERATING INCOME/(LOSS)	\$ (7,733)		\$ (15,252)		\$ 2,533
WATER RATE BASE	\$ 0		\$ 34,830		\$ 34,830
RATE OF RETURN	N/A		-4.17%		7.39%

ASTOR WEST, INC.  
SCHEDULE OF WASTEWATER OPERATING INCOME  
TEST YEAR ENDING DECEMBER 31, 1983

SCHEDULE NO. 3-A  
DOCKET NO. 80108-MS

	TEST YEAR PER UTILITY	COMM. ADJ. TO UTILITY	COMM. ADJUSTED TEST YEAR	ADJUST. FOR INCREASE	TOTAL PER COMM.
OPERATING REVENUES	\$ 5,443	\$ 0	\$ 5,443	\$ 8,128 D	\$ 13,571
OPERATING EXPENSES:					
OPERATION AND MAINTENANCE	8,152	(1,778) A	7,377	0	7,377
DEPRECIATION (NET)	0	3,234 B	3,234	0	3,234
AMORTIZATION	0	0	0	0	0
TAXES OTHER THAN INCOME	289	85 C	365	386 E	721
INCOME TAXES	0	0	0	0	0
TOTAL OPERATING EXPENSES	\$ 8,421	\$ 1,544	\$ 10,885	\$ 386	\$ 11,302
OPERATING INCOME/(LOSS)	\$ (3,978)		\$ (5,522)		\$ 2,269
WASTEWATER RATE BASE	\$ 0		\$ 30,882		\$ 30,882
RATE OF RETURN	N/A		-18.01%		7.34%

ASTON WEST, INC  
 ADJUSTMENTS TO OPERATING INCOME  
 TEST YEAR ENDING DECEMBER 31, 1993

SCHEDULE NO 3-B  
 DOCKET NO 871056-MS

A. OPERATION AND MAINTENANCE EXPENSES

	WATER	WASTEWATER
1. Purchased Power	\$ 709	\$ 709
a. To reflect removal of non-utility lighting expense		
b. To reflect Commission approved annual meter replacements	800	
2. Contractual Services		(2,200)
a. To amortize STP operating permit renewal expenses over 5 years		1,200
b. To add Commission approved permit vegetation removal expense	1,709	
c. To reflect Commission approved building expense	1,709	(1,000)
3. Insurance Expense		207
a. To add pro forma liability insurance expense	1,866	
4. Regulatory Commission Expenses		(113)
a. To reflect rate case filing fee amortized over four years	(113)	
b. Miscellaneous		(809)
c. To amortize STP operating permit fee over 5 years		
<b>TOTAL O &amp; M ADJUSTMENTS</b>	\$ (4,285)	\$ (1,775)
<b>DEPRECIATION EXPENSE</b>		
1. To reflect Commission calculated last year depreciation expense net of non-used and useful depreciation and amortization of CMC	\$ 3,189	\$ 3,226
<b>OTHER THAN INCOME</b>		
1. To reflect appropriate regulatory assessment fee on last year revenue	\$ 47	\$ 65
<b>OPERATING REVENUES</b>		
1. To reflect Commission's approved increase in revenue	\$ 18,623	\$ 8,128
<b>TAXES OTHER THAN INCOME</b>		
1. To reflect additional regulatory assessment fee associated with recommended revenue requirement	\$ 638	\$ 265

ASTON WEST, INC  
 ANALYSIS OF WATER OPERATION AND  
 MAINTENANCE EXPENSE  
 TEST YEAR ENDING DECEMBER 31, 1993

SCHEDULE NO 3-C  
 DOCKET NO 931056-MS

	TOTAL PER UTIL.	COMM ADJUST.	TOTAL PER COMM.
(801) SALARIES AND WAGES - EMPLOYEES	\$ 0	\$ 0	\$ 0
(802) SALARIES AND WAGES - OFFICERS	0	0	0
(804) EMPLOYEE PENSIONS AND BENEFITS	0	0	0
(810) PURCHASED WATER	0	0	0
(815) PURCHASED POWER	2,048	(70)(11)	1,978
(816) FUEL FOR POWER PRODUCTION	0	0	0
(818) CHEMICALS	840	0	840
(820) MATERIALS AND SUPPLIES	0	900(2)	900
(830) CONTRACTUAL SERVICES	18,223	0	18,223
DEP RECOVERED TESTING	548	1,703(3)	2,251
(840) RENTS	0	0	0
(850) TRANSPORTATION EXPENSE	0	0	0
(855) INSURANCE EXPENSE	0	1,866(4)	1,866
(865) REGULATORY COMMISSION EXPENSE	150	(113)(5)	38
(870) BAD DEBT EXPENSE	0	0	0
(875) MISCELLANEOUS EXPENSES	254	0	254
<b>TOTAL</b>	\$ 21,883	\$ 4,296	\$ 26,149



WEST, INC.  
 ANALYSIS OF WASTEWATER OPERATION AND  
 MAINTENANCE EXPENSE  
 TEST YEAR BEING DECEMBER 31, 1983

SCHEDULE NO. 3-D  
 DOCKET NO. 891058-MS

COMMISSION APPROVED RATE REDUCTION SCHEDULE  
 ASTOR WEST, INC.  
 TEST YEAR BEING DECEMBER 31, 1983  
 SCHEDULE NO. 4  
 DOCKET NO. 891058-MS

CALCULATION OF RATE REDUCTION AMOUNT  
 AFTER RECOVERY OF RATE CASE EXPENSE AMORTIZATION PERIOD OF FOUR YEARS

	TOTAL PER UNIT	COMMA ADJUST.	TOTAL PER COMMA
(700) SALARIES AND WAGES - EMPLOYEES	0	0	0
(701) SALARIES AND WAGES - OFFICERS	0	0	0
(704) EMPLOYEE PENSIONS AND BENEFITS	0	0	0
(705) PURCHASED SEWAGE TREATMENT	0	0	0
(711) SLUDGE REMOVAL EXPENSE	320	0	320
(715) PURCHASED POWER	2,163	0	2,163
(716) FUEL FOR POWER PRODUCTION	0	0	0
(718) CHEMICALS	71	0	71
(720) MATERIALS AND SUPPLIES	0	0	0
(723) CONTRACTUAL SERVICES	6,124	(1,600)	4,124
(740) RENTS	0	0	0
(770) AMORTIZATION EXPENSE	0	0	0
(771) DEPRECIATION EXPENSE	0	207 (4)	207
(772) REGULATORY COMMISSION EXPENSES	180	(1,540)	36
(776) BAD DEBT EXPENSE	0	0	0
(778) MISCELLANEOUS EXPENSES	1,124	(800)	324
	\$ 9,152	\$ (1,778)	\$ 7,377

MONTHLY WATER RATES	COMMISSION APPROVED RATES	RATE REDUCTION
RESIDENTIAL AND GENERAL SERVICE		
BASE FACILITY CHARGE:		
Water Size:		
3/4"	\$ 8.24	0.01
1"	12.35	0.01
1-1/2"	20.59	0.02
2"	41.18	0.05
3"	65.88	0.07
4"	131.78	0.15
6"	205.91	0.23
	411.81	0.46
RESIDENTIAL GALLOWAGE CHARGE PER 1,000 GALLONS	\$ 1.22	0.00

ORDER NO. PSC-94-0744-POP-NS  
 DOCKET NO. 931056-NS  
 PAGE 31

COMMISSION APPROVED RATE REDUCTION SCHEDULE

ASTON WEST, INC  
 TEST YEAR ENDING DECEMBER 31, 1993

SCHEDULE NO 4-A  
 DOCKET NO 931056-NS

CALCULATION OF RATE REDUCTION AMOUNT  
 AFTER RECOVERY OF RATE CASE EXPENSE AMORTIZATION PERIOD OF FOUR YEARS

MONTHLY WASTEWATER RATES

RESIDENTIAL AND GENERAL SERVICE	COMMISSION APPROVED RATES	RATE REDUCTION
---------------------------------	---------------------------	----------------

BASE FACILITY CHARGE

Water Size	12/83	0/04
8" DIA/4'	20.46	0.08
1-1/4"	34.88	0.10
1-1/2"	68.18	0.20
2"	108.88	0.32
3"	218.08	0.64
4"	348.78	1.00
6"	681.51	2.00

RESIDENTIAL GALLONAGE CHARGE PER 1,000 GALLONS \$ 3.04 0.01

GENERAL SERVICE GALLONAGE CHARGE PER 1,000 GALLONS \$ 4.80 0.00

**EXHIBIT "E" TO APPLICATION FOR SALE, ASSIGNMENT OR  
TRANSFER OF CERTIFICATE OR FACILITIES**

The undersigned buyer certifies that it has obtained or will obtain copies of all federal income tax returns of Astor West, Inc., from the date the rate base was last established by the Commission on June 16, 1994.

Dated this 26 day of August, 1996.

CIVIC ASSOCIATION OF RIO VISTA  
UTILITIES, INC., a Florida  
corporation

By: 

Print: Steve Wood


Title: President

**EXHIBIT "F" TO APPLICATION FOR SALE, ASSIGNMENT OR  
TRANSFER OF CERTIFICATE OR FACILITIES**

The undersigned buyer certifies that after reasonable investigation, the system being acquired from Astor West, Inc., appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) with the exception of the items noted by the Department during its inspection on June 20, 1996. A copy of the Department's findings are attached hereto and by reference made a part hereof. The utility's manager, Enviro-Masters Water and Wastewater Services, Inc. (Len Tabor) has been in contact with Environmental Specialist, Ronald M. King, concerning the corrective actions taken, or to be taken, to bring the system into compliance with the Department's requirements. The only improvement to the system known to the undersigned at this time is the repair and/or replacement of the air diffusers in the aeration chambers which the buyer needs to make at a cost of approximately \$2,000.00.

Dated this 26 day of August, 1996.

CIVIC ASSOCIATION OF RIO VISTA  
UTILITIES, INC., a Florida  
corporation

By:   
Print: \_\_\_\_\_  
Title: \_\_\_\_\_



# Department of Environmental Protection

Lawton Chiles  
Governor

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619

Virginia B. Weir  
Secretary

June 21, 1996  
Marion County-DW

Ms. S.J. Rowland Collins  
Astor West, Inc  
P.O. Box 337  
Ocala, FL 34478

Re: Rio Vista WWTP  
Permit No. D042-239218

Dear Ms. Collins:

The above-referenced sewage treatment plant was reinspected on June 20, 1996 and the following items are being brought to your attention:

**FACILITY SITE REVIEW:**

The grass around the plant needs mowing on a more regular basis.

**OPERATION AND MAINTENANCE:**

**AERATION:**

The air diffusers appear to be clogged and/or broken preventing an even distribution of air in the aeration chambers.

**DISPOSAL METHOD:**

The pond berms have been allowed to overgrow with vegetation and should be cut from the inside toe to the outside toe on a routine schedule.

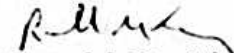
Excessive duckweed covered the pond surface. This vegetation interferes with the evaporation/percolation function of the pond and should be treated and removed.

The Department requests a written response within 20 days of receipt of this letter outlining action taken and plans made including a schedule, to come into compliance. Be aware that due to the nature and extent of deviation from Department rules, enforcement action may be initiated to compel compliance.

Ms. S.J. Rowland Collins  
Astor West, Inc  
Page Two

Please direct any questions to the undersigned at (813)  
744-6100, extension 463.

Sincerely,



~~Ronald M. King~~  
Environmental Specialist  
Compliance and Enforcement  
Domestic Wastewater Section

RK/rmk

cc: Marion County PHU

**EXHIBIT "G" TO APPLICATION FOR SALE, ASSIGNMENT OR  
TRANSFER OF CERTIFICATE OR FACILITIES**

STATE OF FLORIDA

COUNTY OF MARION

**BEFORE ME, the undersigned authority personally appeared SELMA JANET ROWLAND COLLINS who being duly sworn, deposes and says:**

1. That Affiant is the President/Owner of Astor West, Inc.  
2. That Affiant states that on August 29, 1996, notice of the actual Application for Sale, Assignment or Transfer of Certificate or Facilities was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

A. the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;

B. the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;

C. the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission, if any portion of the proposed territory is within one mile of a county boundary;

D. the regional planning council;

E. the Office of Public Counsel;

F. the Public Service Commission's Director of Records and Reporting;

G. the appropriate regional office of the Department of Environmental Protection; and

H. the appropriate water management district.

Copies of the Notice and a list of entities noticed are attached hereto.

FURTHER AFFIANT sayeth naught.

ASTOR WEST, INC., a Florida corporation

By *Selma Janet Rowland Collins*  
Selma Janet Rowland Collins  
President/Affiant

Sworn to and subscribed before me this 21<sup>st</sup> day of August, 1996 by Selma Janet Rowland Collins as President of ASTOR WEST, INC.

(Sign) *Rhonda G. McNeal*  
(Print) Rhonda G. McNeal  
NOTARY PUBLIC

IDENTIFICATION BY:  
 Personal Knowledge OR  
 \_\_\_\_\_  
(Form of Identification)

My Commission Expires:

OFFICIAL NOTARY SEAL  
RHONDA G MC NEAL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC376543  
MY COMMISSION EXP. JUNE 28, 1998



**APPLICATION FOR TRANSFER OF CERTIFICATE**  
**(Section 367.045, Florida Statutes)**

**LEGAL NOTICE**

Notice is hereby given on August 29, 1996, pursuant to Section 367.045, Florida Statutes, of the application for transfer of Water Certificate No. 378 and/or Wastewater Certificate No. 325 from ASTOR WEST, INC. to CIVIC ASSOCIATION OF RIO VISTA UTILITIES, INC., providing service to the following described territory in Marion County, Florida.

**Parcel 1:**

Tract "A", RIO VISTA REPLAT, as per plat thereof recorded in Plat Book K, pages 46 through 48, public records of Marion County, Florida.

**LESS AND EXCEPT:**

That portion of Tract A as shown on the Plat of Rio Vista Replat as recorded in Plat Book K, pages 46 through 48 inclusive, of the public records of Marion County, Florida, being more particularly described as follows:

Commence at a 4" concrete monument at the Southeasterly corner of Lot 46, Block B as shown on said Plat for a point of reference; thence run S. 14 degrees 51'14" W. along a Southerly extension of the Easterly boundary of said Lot 46 for a distance of 8.56 feet to a capped iron rod; thence run S. 36 degrees 36'53" E. for a distance of 59.39 feet to a capped iron rod; thence run S. 31 degrees 37'14" W. for a distance of 68.29 feet to a capped iron rod on the Southerly boundary of said Tract A and the Point of Beginning; thence run N. 31 degrees 37'14" E. for a distance of 68.29 feet to a capped iron rod; thence run N. 36 degrees 36'53" W. for a distance of 59.39 feet to a capped iron rod; thence run N. 14 degrees 51'14" E. along a Southerly extension of the Easterly boundary of said Lot 46 for a distance of 8.56 feet to a concrete monument; thence run S. 59 degrees 47'10" E. along the Northerly boundary of said Tract A for a distance of 178.37 feet to a capped iron rod at the Point of Intersection on said Northerly boundary; thence continue along said Northerly boundary S. 36 degrees 17'16" E. for a distance of 76.87 feet, more

or less, to the ordinary high water line of the Rainbow River; thence run Southwesterly along said ordinary high water line to a point on the Southerly boundary of said Tract A which bears S. 59 degrees 47'10" E. from the Point of Beginning; thence run N. 59 degrees 47'10" W. along said Southerly boundary a distance of 133.84 feet, more or less to the Point of Beginning.

Parcel 2:

Lot 8, Block F, RIO VISTA REPLAT, as per plat thereof recorded in Plat Book K, pages 46 through 48, public records of Marion County, Florida.

Parcel 3:

Lot 21, Block F, RIO VISTA REPLAT, as per plat thereof recorded in Plat Book K, pages 46 through 48, public records of Marion County, Florida.

Parcel 4:

The West 140 feet of the Southerly 50 feet of the water retention area in Block 4, Rio Vista Estates, as per plat thereof recorded in Plat Book N, pages 31 through 33, public records of Marion County, Florida.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is: ASTOR WEST, INC., c/o S. Ray Gill, Attorney at Law, Post Office Box 337, Ocala, Florida 34478.

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
07/11/1996-09/08/1996

UTILITY NAME

MANAGER

MARION COUNTY

<p>A. P. Utilities, Inc. (WU592) 3925 S.E. 45th Court, Suite E Ocala, FL 34480-7431</p>	<p>Philip D. Woods (904) 694-7474</p>
<p>Astor West, Inc. (WS004) X Mr. S. Ray Gill, P.A. P. O. Box 337 Ocala, FL 34478-0337</p>	<p>Selma J.R. Collins (352) 732-8030</p>
<p>BFF Corp. (SU595) P. O. Box 5220 Ocala, FL 34478-5220</p>	<p>Charles de Menzes (352) 622-4949</p>
<p>C.F.A.T. H2O, Inc. (WS719) P. O. Box 5220 Ocala, FL 34478-5220</p>	<p>Charles de Menzes (352) 622-4949</p>
<p>Countywide Utility Company (WU008) P. O. Box 1476 Ocala, FL 34478-1476</p>	<p>Dirk J. Leeward (352) 245-7007</p>
<p>Decca Utilities, a Division of Decca (WS465) 8865 S.W. 104th Lane Ocala, FL 34481-8961</p>	<p>James A. Bell (352) 854-6210</p>
<p>Eagle Springs Utilities, Inc. (WU470) P. O. Box 1975 Silver Springs, FL 34489-1975</p>	<p>Leonard (Len) B. Tabor (904) 351-8800</p>
<p>East Marion Sanitary Systems, Inc. (SU535) % First Federal Bank of Osceola 200 East Broadway Kissimmee, FL 34741-5791</p>	<p>James W. Burns (407) 846-3000</p>
<p>East Marion Water Distribution, Inc. (WU536) % First Federal Bank of Osceola 200 East Broadway Kissimmee, FL 34741-5791</p>	<p>James W. Burns (407) 846-3000</p>
<p>Lindale Water Company (WU148) 24901 S.E. County Highway 42 Omatilla, FL 32784-9144</p>	<p>Fannie J. Shields (904) 669-3589</p>

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
07/11/1996-09/08/1996

UTILITY NAME

MANAGER

MARION COUNTY (continued)

Loch Harbour Utilities, Inc. (WS151) P. O. Box 2100 Ocala, FL 34478-2100	Joseph C. McCoun (904) 732-2100
Marion Utilities, Inc. (WS160) 710 N.E. 30th Avenue Ocala, FL 34470-6460	Tim E. Thompson (904) 622-1171
Ocala Oaks Utilities, Inc. (WU174) 1343 N.E. 17th Road Ocala, FL 34470-4600	Michael Ellzey (904) 732-3504
Pine Run Utilities, Inc. (WU337) 8865 S.W. 104th Lane Ocala, FL 34481-8961	James A. Bell (352) 854-6210
Quail Meadow Utilities, Inc. (WU532) 2477 East Commercial Blvd. Ft. Lauderdale, FL 33308-4041	Stephen G. Mehallis (305) 491-1722
Rainbow Springs Utilities, L.C. (WS199) P. O. Box 1850 Dunnellon, FL 34430-1850	Lowell D. Smallridge (352) 489-5264
Residential Water Systems, Inc. (WU370) P. O. Box 5220 Ocala, FL 34478-5220	Charles deMenzes (352) 622-4949
S & L Utilities, Inc. (SU327) P. O. Box 4186 Ocala, FL 34478-4186	Charles Fletcher, Jr. (904) 694-3057/622-7236
Sateke Utilities, Inc. (WS212) 606 S.W. 2nd Avenue Ocala, FL 34474-4215	Terry S. Roberts (904) 622-4141
Silver City Utilities (WU362) 355 Princes Street Kincardine, Ontario Canada N2Z 2-7.	David Small (519) 396-2658

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
07/11/1996-09/08/1996

UTILITY NAME

MANAGER

MARION COUNTY (continued)

<p>Southern States Utilities, Inc. (WS487) 1000 Color Place Apopka, FL 32703-7753</p>	<p>Brian P. Armstrong (407) 880-0058</p>
<p>Spruce Creek South Utilities, Inc. (SU653) 17585 S.E. 102nd Avenue Summerfield, FL 34491-6920</p>	<p>Harvey D. Erp (904) 347-3700</p>
<p>Spruce Creek South Utilities, Inc. (WU591) 17585 S.E. 102nd Avenue Summerfield, FL 34491-6920</p>	<p>Harvey D. Erp (904) 347-3700</p>
<p>Steeplechase Utility Company, Inc. (WS598) X Stonecrest 11053 S.E. 174th Loop Summerfield, FL 34491-8619</p>	<p>L. Hall Robertson, Jr. (904) 245-2770</p>
<p>Sun Communities Operating Limited Partnership (WS746) Attn: Saddle Oak Club 31700 Middlebelt Road, Suite 145 Farmington Hills, MI 48334</p>	<p>Jan Carr (407) 521-9533</p>
<p>Sunshine Utilities of Central Florida, Inc. (WU239) 10230 S.E. Highway 25 Belleview, FL 34420-5531</p>	<p>James H. Hodges (904) 347-8228</p>
<p>Tradewinds Utilities, Inc. (WS350) P. O. Box 5220 Ocala, FL 34478-5220</p>	<p>Charles de Menzes (352) 622-4949</p>
<p>Utilities, Inc. of Florida (SU661) 200 Weathersfield Avenue Altamonte Springs, FL 32714-4099</p>	<p>Donald Rasmussen (407) 869-1919</p>
<p>Utilities, Inc. of Florida (WU443) 200 Weathersfield Avenue Altamonte Springs, FL 32714-4099</p>	<p>Donald Rasmussen (407) 869-1919</p>
<p>Venture Associates Utilities Corp. (WU512) 2661 N.W. 60th Avenue Ocala, FL 34482-3933</p>	<p>Arthur F. Iait (904) 732-5000</p>

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
07/11/1996-09/08/1996

UTILITY NAME

MANAGER

MARION COUNTY (continued)

Windstream Utilities Company (WU385)  
P. O. Box 4201  
Ocala, FL 34478-4201

Sharon (Shari) Diouhy  
(904) 620-8290

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
07/11/1996-09/08/1996

GOVERNMENTAL AGENCIES

~~X~~ CITY OF BELLEVUE  
5343 S. ABSHIER BLVD.  
BELLEVUE, FL 32620

*RRR*

~~X~~ CITY OF DUNNELLON  
114 S. WILKINS ST.  
DUNNELLON, FL 32630-9814

*RRR*

~~X~~ CITY OF OCALA  
151 S.E. OSCEOLA AVE.  
OCALA, FL 32678-1270

*RRR*

DEP CENTRAL DISTRICT  
3319 MAGUIRE BLVD., SUITE 232  
ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT  
3804 COCONUT PALM DRIVE  
TAMPA, FL 33619

~~X~~ MARION COUNTY BOARD OF COMMISSIONERS  
P.O. BOX 1030  
OCALA, FL 32670

*RRR*

S.W. FLORIDA WATER MANAGEMENT DISTRICT  
2379 BROAD STREET  
BROOKSVILLE, FL 34609-6899

ST. JOHNS RIVER WTR. MANAGEMENT DISTRICT  
P.O. BOX 1429  
PALATKA, FL 32178-1429

~~X~~ TOWN OF MCINTOSH  
5975 AVENUE G  
MCINTOSH, FL 32664

*RRR*

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)  
07/11/1996-09/08/1996

TOWN OF REDDICK  
P.O. BOX 99  
REDDICK, FL 32686

*PAR*

WITHLACOCHEE PLANNING COUNCIL  
1241 S.W. 10TH STREET  
OCALA, FL 32674

STATE OFFICIALS

State Of Florida Public Counsel  
C/O The House Of Representatives  
The Capitol  
Tallahassee, FL 32399-1300

Division Of Records And Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850



All Local Government Officials

As of 07/11/1996

Clerk, Board of County Commissioners, Marion County  
P. O. Box 1030  
Ocala, FL 32678-1030  
FAX: (904) 620-3344

Mayor, City of Belleview  
5343 S.E. Abshier Blvd.  
Belleview, FL 34420-3904  
FAX: (904) 245-6532

Mayor, City of Dunnellon  
12014 South Williams Street  
Dunnellon, FL 34432  
FAX: (904) 465-0829

Mayor, City of Ocala  
P. O. Box 1270  
Ocala, FL 32678-1270

Mayor, Town of McIntosh  
P. O. Box 165  
McIntosh, FL 32664-0165  
FAX: (904) 591-1047

Mayor, Town of Reddick  
P. O. Box 203  
Reddick, FL 32686-0203  
Phone: (904) 591-1332

7. PRR

**EXHIBIT "H" TO APPLICATION FOR SALE, ASSIGNMENT OR  
TRANSFER OF CERTIFICATE OR FACILITIES**

STATE OF FLORIDA

COUNTY OF MARION

BEFORE ME, the undersigned authority personally appeared SELMA JANET ROWLAND COLLINS who being duly sworn, deposes and says:

1. That Affiant is the President/Owner of Astor West, Inc.
2. That Affiant states that on August 29, 1996, notice of the actual Application for Sale, Assignment or Transfer of Certificate or Facilities was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail to each customer of the utility system being transferred. A copy of the Notice is attached hereto.

FURTHER AFFIANT sayeth naught.

ASTOR WEST, INC., a Florida corporation

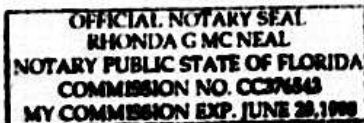
*Selma Janet Rowland Collins*  
By Selma Janet Rowland Collins  
Selma Janet Rowland Collins  
President/Affiant

Sworn to and subscribed before me this 29<sup>th</sup> day of August, 1996 by Selma Janet Rowland Collins as President of ASTOR WEST, INC.

(Sign) Rhonda G. McNeal  
(Print) Rhonda G. McNeal  
NOTARY PUBLIC

IDENTIFICATION BY:  
 Personal Knowledge OR  
 (Form of Identification)

My Commission Expires:



**APPLICATION FOR TRANSFER OF CERTIFICATE**  
**(Section 367.045, Florida Statutes)**

**LEGAL NOTICE**

Notice is hereby given on August 29, 1996, pursuant to Section 367.045, Florida Statutes, of the application for transfer of Water Certificate No. 378 and/or Wastewater Certificate No. 325 from ASTOR WEST, INC. to CIVIC ASSOCIATION OF RIO VISTA UTILITIES, INC., providing service to the following described territory in Marion County, Florida.

**Parcel 1:**

Tract "A", RIO VISTA REPLAT, as per plat thereof recorded in Plat Book K, pages 46 through 48, public records of Marion County, Florida.

**LESS AND EXCEPT:**

That portion of Tract A as shown on the Plat of Rio Vista Replat as recorded in Plat Book K, pages 46 through 48 inclusive, of the public records of Marion County, Florida, being more particularly described as follows:

Commence at a 4" concrete monument at the Southeasterly corner of Lot 46, Block B as shown on said Plat for a point of reference; thence run S. 14 degrees 51'14" W. along a Southerly extension of the Easterly boundary of said Lot 46 for a distance of 8.56 feet to a capped iron rod; thence run S. 36 degrees 36'53" E. for a distance of 59.39 feet to a capped iron rod; thence run S. 31 degrees 37'14" W. for a distance of 68.29 feet to a capped iron rod on the Southerly boundary of said Tract A and the Point of Beginning; thence run N. 31 degrees 37'14" E. for a distance of 68.29 feet to a capped iron rod; thence run N. 36 degrees 36'53" W. for a distance of 59.39 feet to a capped iron rod; thence run N. 14 degrees 51'14" E. along a Southerly extension of the Easterly boundary of said Lot 46 for a distance of 8.56 feet to a concrete monument; thence run S. 59 degrees 47'10" E. along the Northerly boundary of said Tract A for a distance of 178.37 feet to a capped iron rod at the Point of Intersection on said Northerly boundary; thence continue along said Northerly boundary S. 36 degrees 17'16" E. for a distance of 76.87 feet, more

or less, to the ordinary high water line of the Rainbow River; thence run Southwesterly along said ordinary high water line to a point on the Southerly boundary of said Tract A which bears S. 59 degrees 47'10" E. from the Point of Beginning; thence run N. 59 degrees 47'10" W. along said Southerly boundary a distance of 133.84 feet, more or less to the Point of Beginning.

Parcel 2:

Lot 8, Block F, RIO VISTA REPLAT, as per plat thereof recorded in Plat Book K, pages 46 through 48, public records of Marion County, Florida.

Parcel 3:

Lot 21, Block F, RIO VISTA REPLAT, as per plat thereof recorded in Plat Book K, pages 46 through 48, public records of Marion County, Florida.

Parcel 4:

The West 140 feet of the Southerly 50 feet of the water retention area in Block 4, Rio Vista Estates, as per plat thereof recorded in Plat Book N, pages 31 through 33, public records of Marion County, Florida.

Any objection to the said application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is: ASTOR WEST, INC., c/o S. Ray Gill, Attorney at Law, Post Office Box 337, Ocala, Florida 34478.

Redacted  
6 of 55  
30

1970 JUL 28 PM 4:10

300 432 368

10123

WARRANTY DEED  
FROM CORPORATION

CLERK OF DISTRICT COURT  
MARION COUNTY, FLA.

same form 80

**This Warranty Deed** Made and executed this 30 day of June, A. D. 1970, by  
**ASTOR FOREST CAMPSITES, INC.,**

a corporation existing under the laws of Florida, and having its principal place of  
business at Ocala, Florida,  
hereinafter called the grantor, to **ASTOR WEST, INC.,** a Florida corporation,

whose post office address is P.O. Box 698, Ocala, Florida 32670,

hereinafter called the grantee:

(Where used herein the terms "grantor" and "grantee" include all the parties to the instrument and  
their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor for and in consideration of the sum of \$ 10.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,  
alien, remise, release, quit and confirm unto the grantee, all that certain land situate in Marion  
County Florida, viz:

see Exhibit "A" attached.

DOCUMENTARY  
SUR TAX  
FLORIDA  
00.55

**SUBJECT** to that certain mortgage made by Glenco Investments, Inc. in favor  
of Robert W. Groves, et al., dated September 18, 1969, and recorded in Official  
Records Book 401, Page 86, of the Public Records of Marion County, Florida,  
securing a promissory note in the original principal sum of \$159,750.00, and  
having an unpaid balance of principal as of this date of \$159,750.00 plus interest,

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any  
wise appertaining

**To Have and to Hold,** the same in fee simple forever

**And** the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee  
simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully war-  
rants the title to said land and will defend the same against the lawful claims of all persons whomsoever  
and that said land is free of all encumbrances, except taxes due 1970.

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
00.30



**In Witness Whereof**

the grantor has caused these presents to  
be executed in its name, and its corporate seal to be hereunto affixed, by its  
proper officers thereunto duly authorized, the day and year first above written

ATTEST *Donald E. James*  
ASTOR FOREST CAMPSITES, INC.

ASTOR FOREST CAMPSITES, INC.

Signed, sealed and delivered in the presence of

*Hilda H. Knight*  
*William I. Swicher*

*W. H. Collins*  
Notary Public

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgments,  
personally appeared **A. M. COLLINS, JR. and DONALD E. JAMES,**

well known to me to be the President and Assistant Secretary, respectively of the corporation named or named  
in the foregoing deed and that they mutually acknowledged executing the same in the presence of me, individually, severally and jointly and reducing the  
same to written form, signed by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of JUNE A. D. 1970.

My comm. expires:

*2-2-72* Composite *Hilda H. Knight*  
The foregoing prepared by: **EXHIBIT** Notary Public, State of Florida at Large

Address: **WILLIAM I. SWICHER** **PAGE 1 OF 10 PAGES**  
GREENBARK, VIRGINIA, CLAUDE E. TUCKER

1970 JUL 28 PM 4:10  
ASTOR FOREST CAMPSITES, INC.  
123 N. E. 1st Ave., Ocala, Fla. 32670

EXHIBIT "A"

ALL of the NW $\frac{1}{4}$  of Section 30, Township 16 South, Range 19 East, lying North and West of the Rainbow River (Blue Run), excepting, however, that portion of the NW $\frac{1}{4}$  lying South and East of the Rainbow River and excepting the Northern 200 feet of the NW $\frac{1}{4}$  lying West of the Rainbow River, said Northern 200 feet extending along and parallel to the Northern boundary of said NW $\frac{1}{4}$  of Section 30; said tract containing 110 acres, more or less.

SUBJECT to zoning ordinances and restrictions of record, if any, and any easements for public utilities of record, and subject to 60-foot road right-of-way granted by Robert W. Groves, et al., in favor of R. E. Dixon, et ux., dated May 1, 1969, recorded in Official Records Book 392, Page 205, of the Public Records of Marion County, Florida; and also Easement of the United States of America, dated July 24, 1958, and recorded August 22, 1958, in Deed Book 365, Page 197, of the Public Records of said County; and existing road rights-of-way of record or otherwise; and

Including the following-described lands:

A tract of land 60 feet in width, being an extension Southerly of the present 60-foot public road shown on a map of Fisks Subdivision, recorded in Plat Book "E", Page 27, of the Public Records of Marion County, Florida, a distance of 200 feet into Section 30, Township 16 South, Range 19 East.

But Subject to the terms and conditions of that certain Warranty Deed from Glenco Investments, Inc. to Bobby B. Jones and Ralph Singbush, Jr., recorded April 2, 1970, in Official Records Book 422, Page 520, of the Public Records of Marion County, Florida.

Filed and recorded this 17th day of August 1970  
 at Marion County, Florida  
 \_\_\_\_\_  
 Clerk of the Court

IN THE CIRCUIT COURT OF THE  
FIFTH JUDICIAL CIRCUIT IN AND  
FOR MARION COUNTY, FLORIDA

CASE NO.: 92-613-CP

IN RE: ESTATE OF  
ALEXANDER MOSELEY COLLINS, JR.,  
Deceased.

MEDIATED SETTLEMENT AGREEMENT

Pursuant to Court Order, this cause came on for mediation on September 30, 1994, with Irwin J. Weiner, Esquire, serving as the court-appointed mediator. Present at mediation were the following interested persons:

- 1) SELMA JANET ROWLAND COLLINS, Personal Representative and surviving spouse. Represented by S. Ray Gill, Esquire.
- 2) JIM BAILEY and WINSTON BAILEY, as co-managing partners of OCALA MANUFACTURING COMPANY (not Inc.). Represented by Edwin C. Cluster, Esquire.
- 3) DARIAN C. FERGUSON as Co-Personal Representative of the Estate of Alexander Moseley Collins. Represented by attorneys G. Sheppard Dozier and Robert W. Batsel.
- 4) ALEXANDER M. COLLINS, III, CHARLES T. COLLINS and CRAIG K. COLLINS. Represented by William H. Phelan, Jr., Esquire.
- 5) Although not present physically due to poor health, MARTHA T. COLLINS, was also represented by her counsel, Bloodworth, Esquire, and [redacted] Detzel, Esquire, with authority to accept or reject the offer.

After [redacted] opportunity to consult with counsel, the following [redacted] [redacted]

1) SELMA JANET ROWLAND COLLINS shall resign as Personal representative. Except as otherwise provided in this Mediation Settlement Agreement, SELMA JANET ROWLAND COLLINS renounces any interest in the estate of ALEXANDER MOSELEY COLLINS, JR.; including any interest she has under the will, by virtue of statutory elective share or spouse or otherwise.

2) S. Ray Gill shall withdraw as attorney for the Estate of ALEXANDER MOSELEY COLLINS, JR. S. Ray Gill and SELMA JANET ROWLAND COLLINS shall, upon court approval of her final accounting surrender to the successor personal representative or his counsel all books, records, documents, correspondence and other items belonging to the estate. S. Ray Gill and SELMA JANET ROWLAND COLLINS shall render such reasonable assistance as may be requested by the successor personal representative and his attorney in order to facilitate a smooth transition.

3) To the extent that SELMA JANET ROWLAND COLLINS is serving as trustee for any member of the family of MARTHA T. COLLINS or has a right or preference under any instrument so to serve, she resigns from and renounces her trusteeship.

4) Within thirty (30) days of the date of this Mediation Settlement Agreement, SELMA JANET ROWLAND COLLINS shall file her final accounting with the Court. Upon approval of the accounting by the Court, all interested persons in the estate shall provide a specific release to and in favor of SELMA JANET ROWLAND COLLINS individually and as Personal Representative of the Estate, releasing her from all responsibility for actions disclosed on the



accounting. This specific release shall not include a release for indemnity or contribution for claims asserted by third parties.

SELMA JANET ROWLAND COLLINS acknowledges that in renouncing her interest pursuant to paragraph i above, she is not relying upon any representation by any other party to this agreement as to the value of estate assets, the assets of OCALA MANUFACTURING COMPANY (not Inc.) or any other asset. In consideration for the value transferred, paid or assigned to her by this Mediation Settlement Agreement, SELMA JANET ROWLAND COLLINS shall provide a full release in favor of the Estate and all parties to the Mediation Settlement Agreement of all claims, whether known or unknown.

6) S. Ray Gill has disclosed that through September 27, 1994, he has received \$298,437.13 as attorney fees, costs, paralegal fees and related expenses and SELMA JANET ROWLAND COLLINS has received \$131,466.93 as personal representative fees. No party to the Agreement will raise any objection to a hearing to recover these amounts. Neither S. Ray Gill, SELMA JANET ROWLAND COLLINS or any person claiming through them shall collect or attempt to collect any fees or costs in excess of these amounts from the estate or any party to this Agreement for any work or service performed prior to the date of this Mediation Settlement Agreement.

7) S. Ray Gill and SELMA JANET ROWLAND COLLINS have disclosed payments to certified public accountants in the amount of \$30,684.98 through September 27, 1994. No party to this Agreement will raise any objection to a hearing to recover these amounts.

Neither S. Kay Gill or SELMA JANET ROWLAND COLLINS nor any party claiming through them shall collect or attempt to collect any accounting fees from the estate or any party to the Agreement subsequent to the date of this Agreement.

2) In consideration for and of the foregoing, SELMA JANET ROWLAND COLLINS agrees to accept the following as her total interest, share or distribution in or of the estate of ALEXANDER MOSELEY COLLINS, JR., or any other benefit accruing as a result of his death:

A) The marital house and approximately 3.29 acres more or less, located at 1395 S.E. 52nd Street, Ocala, Florida, shall be conveyed to SELMA JANET ROWLAND COLLINS, free and clear of all encumbrances of record as of the date of this Agreement, except for taxes for 1994 which shall be prorated as of the date of transfer. The estate shall pay all fees associated with the transfer of the property.

B) The estate shall acquire from OCALA MANUFACTURING COMPANY (not Inc.), and transfer to SELMA JANET ROWLAND COLLINS, five (5) acres of land square or rectangular in shape contiguous to the marital home on the west side of said home. The exact configuration of the five (5) acre parcel shall be approved by OCALA MANUFACTURING COMPANY (not Inc.) and SELMA JANET ROWLAND COLLINS, which agreement shall not be unreasonably withheld. This transfer shall be free and clear of all encumbrances, except for taxes for 1994 which shall be prorated as of the date of transfer. The estate shall pay all fees associated with the transfer of the

property.

C) The parties shall cause to be conveyed to SELMA JANET ROWLAND COLLINS all of the interest of the estate in Astor West, Inc. Astor West, Inc. shall be transferred free from any obligation to pay all promissory notes which are subject to litigation connected to this estate.

D) The estate shall pay to SELMA JANET ROWLAND COLLINS the cash sum of Five Hundred Fourteen Thousand and No/100 Dollars (\$514,000.00) which cash shall be paid within forty-eight (48) hours of court approval and execute a release as provided in paragraph 9 below.

9. Except for the final accounting to be prepared by SELMA JANET ROWLAND COLLINS, the successor personal representative shall cause to be prepared all petitions, pleadings, tax returns, releases or other documents necessary to consummate this Mediation Settlement Agreement and conclude administration of the estate. The estate shall schedule a hearing before the Court to approve the Mediation Settlement Agreement, the final accounting and approval of SELMA JANET ROWLAND COLLINS's resignation as personal representative.

10. The estate, and all beneficiaries, agree to execute and deliver to S. Ray Gill, a release for all matters connected with his rendition of services to the estate at the same time that releases are delivered to SELMA JANET ROWLAND COLLINS, provided that S. Ray Gill has previously delivered to the estate and all beneficiaries a written representation that in the performance of

his services for the estate: (a) he has met the standard of care required for attorneys admitted to the Florida Bar who are competent to handle matters of the type he handled for the estate, and (b) that he has committed no ethical violations imposed upon by the Florida Bar.


11. This Agreement may be enforced by the Fifth Judicial Circuit Court in and for Marion County, Florida. All parties to this Agreement agree that if it is necessary to enforce the terms of this Agreement in court, then the prevailing party shall be entitled to recover their reasonable attorney's fees and court costs necessarily expended in the same, including any appeals.


12. This Mediation Settlement Agreement is contingent upon approval by the Court.

13. S. Kay Gill and SELMA JANET ROWLAND COLLINS acknowledge and agree that they are relying solely upon their own knowledge, investigation and resources regarding all aspects of this Agreement, including tax consequences.

Dated this 30th day of September, 1994.

  
IRWIN J. WEINER, Mediator

  
SELMA JANET ROWLAND COLLINS,  
individually and as Personal  
Representative of the Estate  
of ALEXANDER MOSELEY COLLINS,  
JR., Deceased

  
DARIAN C. FERGUSON as  
Personal Representative of the  
Estate of Alexander Moseley  
Collins, Deceased

OCALA MANUFACTURING COMPANY  
(not Inc)

By: 

JIM DAVIS


By: 


  
CHARLES T. COLLINS

  
\_\_\_\_\_  
CRAG R. COLLINS

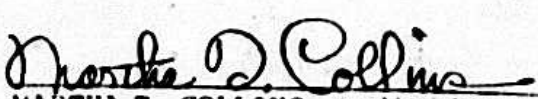
  
\_\_\_\_\_  
ALEXANDER M. COLLINS, III.

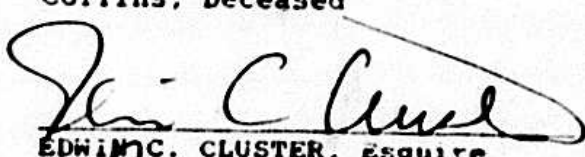
  
\_\_\_\_\_  
S. RAY GILL, Esquire

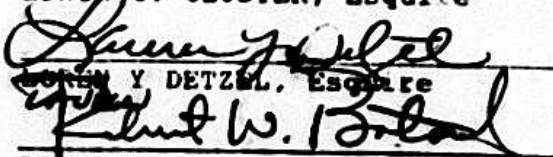
  
\_\_\_\_\_  
DARRYL M. BLOODWORTH, Esquire

  
\_\_\_\_\_  
G. SHEPPARD DOTIER, Esquire

  
\_\_\_\_\_  
WILLIAM H. PHEASANT, JR., Esquire

  
\_\_\_\_\_  
MARTHA T. COLLINS, individually  
and as Co-Personal Representa-  
tive of Alexander Moseley  
Collins, Deceased

  
\_\_\_\_\_  
EDWIN C. CLUSTER, Esquire

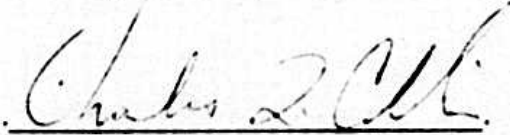
  
\_\_\_\_\_  
LOREN Y. DETZEL, Esquire

  
\_\_\_\_\_  
ROBERT W. BATSEL, Esquire

STOCK TRANSFER CERTIFICATE

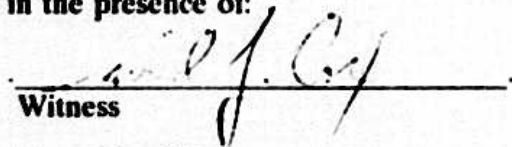
FOR VALUE RECEIVED, Charles T. Collins, as Personal Representative of the Estate of Alexander Moseley Collins, Jr., hereby releases unto Selma Janet Rowland Collins One Hundred ( 100 ) Shares of common capital stock of Astor West, Inc., a Florida corporation ("Company"), standing in the name of Alexander Moseley Collins, Jr. on the books of said Company and does hereby irrevocably constitute and appoint S. Ray Gill attorney to transfer the said stock on the books of the within named Company with full power of substitution in the premises.

Charles T. Collins, as Personal Representative of the Estate of Alexander Moseley Collins, Jr., makes this transfer in fulfillment of the terms of the Mediated Settlement Agreement between the parties, effective as of September 30, 1994.



Charles T. Collins, Personal Representative of the Estate of Alexander Moseley Collins, Jr.

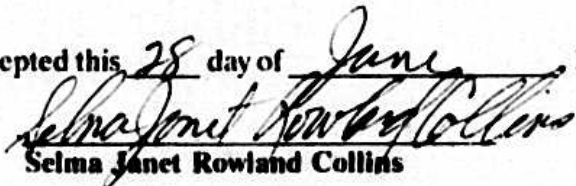
Signed, sealed and delivered in the presence of:



Witness

6-21-95  
Dated

Acknowledged, approved, and accepted this 28 day of June, 1995.



Selma Janet Rowland Collins

c:\60\corp\collins.tra