

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

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In the Matter of :  
Application of J & J Water & :  
Sewer Corp., d/b/a :  
Meadows Utilities Company, :  
Inc. for a Staff-Assisted :  
Rate Case in Citrus County. :  
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DOCKET NO. 960523-48



PROCEEDINGS:            **INFORMAL CUSTOMER MEETING**

DATE:                    **Wednesday, September 25, 1996**

TIME:                    Commenced at 6:00 p.m.  
                          Concluded at 7:45 p.m.

PLACE:                    Trumpet of Truth International Church  
                          Fellowship Hall  
                          Grover Cleveland Boulevard  
                          Homasassa Springs, Florida

REPORTED BY:            **ROWENA NASH HACKNEY**  
                          Official Commission Reporter

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**IN ATTENDANCE:**

TIM VACARRO FPSC Division of Legal Services.

NEIL BETHEA, BOB CASEY, FPSC Division of

Water & Wastewater.

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**I N D E X**

**MISCELLANEOUS**

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## P R O C E E D I N G S

(Meeting convened at 6:00 p.m.)

MR. BETHEA: Okay. If I can have your attention, I think we'll get started. Good evening and welcome tonight. My name is Neil Bethea. I'm with the Public Service Commission. To my left is Bob Casey, he's also with the Commission. And to his left, Tim Vaccaro. And down in front is the court reporter, Rowena Hackney.

Now, we've hopefully got everyone signed in. Those of you who maybe haven't, we'll get you later. Also, hopefully, you've got a copy of the special report. There's probably going to be extra, so if you want to take some and hand out to your neighbors, you're welcome to do that.

We are going to be asking you to speak later tonight. If you don't want to speak, there's a place on the back of these forms where you can write comments, fold it up. It's already addressed. And you can mail it to us. So if you don't want to speak tonight, you don't have to, but we can get your comments in the record.

We have just a few minutes of preliminary matters, and then we are going to hear from you. We're here, as you know, because the Utility has filed

1 for a rate increase. Now, we have a program in  
2 Florida called the Staff-Assisted Rate Case Program.  
3 All that means is that smaller utilities can apply to  
4 the Commission, and the Commission Staff will actually  
5 prepare the case for the utility. This was a law  
6 enacted by the legislature because small utilities  
7 usually can't afford to hire the consultants and the  
8 attorneys and the accountants necessary to file the  
9 voluminous data necessary to obtain a rate increase.  
10 Those rate cases are very expensive, and the cost  
11 would be passed on to the ratepayers. So Florida  
12 enacted the law. It costs the utility a very small  
13 filing fee, and our Staff does the case for the  
14 utility.

15           Now, we are impartial. We are trying to  
16 weigh the balance of the interests of the Utility with  
17 the ratepayers. And as most utilities will tell you,  
18 we are pretty severe on the costs, so we look at the  
19 costs very closely.

20           Now, what we've done so far is we've sent  
21 down an auditor, and the auditor has done a complete  
22 financial audit of the Utility. We've also sent down  
23 an engineer. And the engineer does an engineering  
24 inspection, checks to see whether the Utility is up to  
25 compliance with all the environmental standards and

1 health standards. And the engineer will then, once he  
2 completes his investigation, he files a report called  
3 the engineering report and gives that to the analyst  
4 back in Tallahassee.

5 Now, Mr. Casey happens to be the analyst on  
6 this case. The engineering report is this document,  
7 and this should be available at the Utility office; is  
8 that correct?

9 Okay. So if you would like to take a look  
10 at what the engineer has done and what his conclusions  
11 are, you are welcome to obtain this report from the  
12 Utility and take a look at it.

13 Now, as I said, there's also a financial  
14 audit going on -- or that went on. And once the audit  
15 is complete, the auditor prepares an audit report and  
16 sends the audit report along with the audit workpapers  
17 back to Tallahassee to Mr. Casey. And Mr. Casey  
18 obtains that report along with the engineering report  
19 and prepares what's known as a preliminary accounting  
20 report. And that is a document that looks like this  
21 and is also on file at the Utility. And this  
22 document, thus far, has all the issues we've  
23 identified in this case. So it has a lot of good  
24 information. If you care to see what the Staff did  
25 and what the issues we are going to be dealing with in

1 the case, I advise you to take a look at it. It also  
2 has a breakdown of the costs as we see them, as we  
3 determine through the audit and through our own  
4 evaluation of the Utility's needs. It has a breakdown  
5 of the costs. You are able to obtain a lot of good  
6 information from this report, so I'd recommend that  
7 you take a look at that, too, if you can.

8 Now, as I said, this is preliminary. This  
9 report is preliminary up until now. The  
10 Commissioners, who are the decision makers, have not  
11 seen it yet. And the Commissioners will not see it  
12 until the final recommendation is filed on October the  
13 31st.

14 Now, that's the plan so far. If we get hung  
15 up in this case, we may have to push it off a little  
16 bit. But that will be the first the Commissioners,  
17 who are the decision makers, will have to take a look  
18 at the issues in the case.

19 Now, the Commissioners will vote on the  
20 issues in this case on November the 12th. And you are  
21 welcome to attend that meeting in Tallahassee if you'd  
22 like, and you can speak at that the meeting. I just  
23 ask that if you would like to come up and speak, that  
24 you give Mr. Casey a call. His name is on this green  
25 sheet as you can see in front of you. Give him a

1 call, and he'll kind of brief you on what you need to  
2 do. In fact, Mr. Vaccaro will go over a little bit of  
3 the procedures -- won't you -- a little bit later.

4 But anyway, that's what we've done so far.  
5 Now, what is left to do? We are required by law to  
6 consider quality of service, or to determine the  
7 quality of service of the Utility. And we do that  
8 primarily by hearing from the customers. That's why  
9 we have these customer meetings. So your input is  
10 very, very valuable in this case because you could be  
11 telling us something, some things that we did not pick  
12 up in the engineering investigation.

13 So what we are interested from you primarily  
14 is quality of service testimony. And those are things  
15 like taste and smell of the water, how the Utility is  
16 treating you, those types of things. Of course, we'll  
17 consider any of your other comments you'd like to give  
18 us after the quality of service testimony. Okay?

19 Now, what I think I'll do at this point is  
20 turn it over to Tim Vaccaro, and he'll go over some of  
21 your legal rights in this case. And then I'll take it  
22 back and hopefully we can hear from you in about five  
23 minutes. Thank you.

24 MR. VACCARO: Hi, my name is Tim Vaccaro.  
25 And as Mr. Bethea said, the reason we are here tonight



1 is to take your testimony regarding the quality of  
2 service for this Utility in coming to a final  
3 recommendation on the Staff assisted rate case. You  
4 will be testifying tonight, we have a court reporter,  
5 so I would ask you to please spell your name and speak  
6 slowly and clearly for the court reporter.

7           As Mr. Bethea was saying, we will go ahead  
8 and take all of your comments back to the Commission  
9 and consider those in formulating the recommendation  
10 to be presented to the Commission. The Commission  
11 will vote on the Staff recommendation, and the  
12 Commission can either grant or deny the recommendation  
13 or make any modifications that it deems appropriate.

14           The vote is scheduled for November 12th, and  
15 please show up if you would like to. And as  
16 Mr. Bethea said, contact Mr. Casey. We ask that you  
17 try and get there early because we never know what  
18 order the Commissioners are going to take the agenda  
19 items, and we normally start at 9:30 in the morning.

20           The Commission will go ahead and vote, and  
21 20 days after their vote, legal, myself, will go ahead  
22 and prepare a proposed agency action order. It's  
23 called proposed agency action because it's not the  
24 final action. Once the order is filed, any  
25 substantially interested person has 21 days to file a

1 protest of the order and request a hearing.

2           What happens then is that everything starts  
3 again from the beginning. We will go ahead and  
4 conduct a hearing in this area, which the  
5 Commissioners will attend. The challenging party has  
6 an opportunity to prove its case through the use of  
7 bringing in any kind of relevant testimony, evidence,  
8 and so forth, presenting witnesses, and the Utility  
9 will do the same thing. And at the conclusion of the  
10 hearing, all the information will be taken back to  
11 Tallahassee. And then the Staff will go ahead and  
12 prepare a final recommendation. We will have another  
13 Commission vote at an agenda conference on the final  
14 recommendation, and at that point customers are  
15 precluded from speaking, or any other parties, because  
16 at that point the record is closed; it is limited to  
17 Staff and the Commissioners.

18           After that, a final order is issued. If any  
19 substantially interested persons are not happy about  
20 the outcome of that order, then the next step would be  
21 to file an appeal with the First District Court of  
22 Appeal in Tallahassee. And if it went further, it  
23 would eventually go to the Supreme Court.

24           I'm going to go ahead and give you a phone  
25 number which you may find of interest down the line,

1 and this is for the office of Public Counsel, which is  
2 located in Tallahassee. And the office of Public  
3 Counsel is a separate state agency which represents  
4 the interests of the citizens of Florida and may very  
5 well represent the interest of a customer who may wish  
6 to file a protest in this docket. And their phone  
7 number is 1-800-342-0222. 800-342-0222.

8 And I also have a separate Tallahassee  
9 number if you can't get through on the 800 Line, and  
10 that's Area Code 904-488-9330. 904-488-9330.

11 And at this point, I'm going to go ahead and  
12 hand things back over to Mr. Bethea.

13 MR. BETHEA: Thank you. I neglected to  
14 finish what I was telling you earlier. As I said, we  
15 would be taking quality of service testimony tonight,  
16 and we will be incorporating that, your comments and  
17 concerns, into the final recommendation that, as I  
18 said, will be filed on October the 31st.

19 I also neglected to tell you, if any of you  
20 would like to receive a copy of the final  
21 recommendation and then the order that's issued in the  
22 case, I'll ask you at the end of the meeting to come  
23 up and circle your name. And we just like to limit it  
24 to about ten of you at the most, and then share it  
25 with your neighbors. Okay? So if would you like to

1 receive a copy, come up after the meeting and let us  
2 know, and we will circle your name.

3           Now, we have just a few ground rules before  
4 we get started in hearing from you. What we're going  
5 to do, I'll call -- there's several people, I think,  
6 that we'll take first to speak tonight. And then  
7 there are several others who have indicated they wish  
8 to speak. Once we hear from Ms. Gaffney and the  
9 Joneses, then what I'll do is start reading the list  
10 of those who wanted to speak. And once we get through  
11 that list, if anybody else wants to speak, we'll just  
12 ask you to raise your hands. Okay?

13           And what I'm going to ask you to do is come  
14 forward and speak into that microphone. And what I  
15 want you to do is speak clearly and slowly so that the  
16 court reporter can pick up everything that is being  
17 said tonight, and also so that we can pick up -- we  
18 are recording this meeting as well for our Staff back  
19 in Tallahassee. So we want to make sure we get your  
20 comments. I'd like to ask you to spell your name as  
21 well, if you don't mind, so that the court reporter  
22 can properly identify you for the record.

23           Now, this is going to be sworn testimony,  
24 and we're going to ask her to swear you in, in a  
25 little bit. And those of you who think you might want

1 to speak, we are going to swear you in all at once.  
2 So I'm going to ask you at that time to stand up, but  
3 not yet.

4 I'm also going to ask that you not speak out  
5 from the crowd. I know these meetings can tend to get  
6 excited, but if we have a lot of background noise and  
7 everything, we are going to have trouble picking you  
8 up on the mike and the court reporter is not going to  
9 know who's talking. So everybody who wants to speak  
10 will get a chance. We'll get you in tonight. We'll  
11 stay as late as you want to stay. But just be  
12 courteous and consider that she is typing away like  
13 crazy over there. So we're going to try to get  
14 everything you said.

15 Finally, I'm going to ask that you try to  
16 limit your comments. And what I mean by that, I know  
17 there is a lot going on. We've got two cases going  
18 on. We have a certificate transfer, which means the  
19 Utility is changing hands, and that's being considered  
20 in one docket; and then we have this rate case. Now,  
21 this rate case is separate and distinct from that  
22 docket, although there are some issues that are going  
23 to flow over. Okay. But there's going to be some  
24 things, perhaps, on your mind that more relates to the  
25 certification, or the transfer docket, and it doesn't

1 really relate to this rate case.

2           What we are concerned about tonight and in  
3 this rate case is to get this Utility on a proper  
4 footing financially no matter who is operating it. So  
5 what we are trying to do is determine what costs are  
6 necessary for this Utility to operate and provide you  
7 a good quality service.

8           So I guess probably what I'm talking about,  
9 the items that I've read in letters that have come to  
10 Staff, there is an issue as to whether the Utility  
11 actually owns the land where the plant sits. That's  
12 all going to be, hopefully, hashed out in the days to  
13 come. We know your concerns.

14           We have Staff who came down earlier today  
15 and searched the title office and the title records,  
16 and we also have some folks who are going to stay over  
17 tomorrow and meet with the two attorneys on the  
18 opposing sides, so we are pretty much on top of that  
19 issue. And I can't tell you that we have concluded  
20 anything yet, but you can be sure that we are on the  
21 trail.

22           So if any comments are related to that, we  
23 are glad to hear them, but not really related to what  
24 we are doing except to the extent that we may either  
25 include or exclude some costs, okay? And we'll get

1 that straight at the end of this case. All right?  
2 That's about it. I'm not sure, did I forget anything  
3 that you need?

4 What I'll ask you to do at this time is  
5 those of you who would like to speak or think you  
6 might, is go ahead and stand up and Ms. Hackney will  
7 swear you in. You don't have to speak if you stand.  
8 Just let's try to do it all at once.

9 And I'll ask you also, if I end up calling  
10 you up later and you haven't been sworn in, just let  
11 me know so that we can swear you in at that time. Is  
12 that it?

13 UNIDENTIFIED SPEAKER: You have the gal in  
14 the back who's hard of hearing, and she's not  
15 hearing -- says she not hearing. She's hearing  
16 static.

17 MR. BETHEA: Want to take a break, just a  
18 quick break?

19 (Brief recess.)

20

- - - - -

21 MR. BETHEA: Bear with us. This is our  
22 first time using this equipment, and we may have some  
23 rough edges here.

24 Did you hear any of what I said before?

25 UNIDENTIFIED SPEAKER: No.

1           MR. BETHEA: We are going to take sworn  
2 testimony from you folks. Raise your hand to be sworn  
3 in, and then we'll call you up one at a time to speak.  
4 And if you would like to speak tonight, to swear you  
5 in, you remain standing and the court reporter will  
6 swear you in.

7           UNIDENTIFIED SPEAKER: I can't hear.

8           MR. BETHEA: You can't hear still.

9           UNIDENTIFIED SPEAKER: Part of the way --  
10 but I have a hearing appointment tomorrow morning, so  
11 I'd rather not --

12          MR. BETHEA: Is it coming through, but you  
13 just can't pick up well?

14          UNIDENTIFIED SPEAKER: Right.

15          MR. BETHEA: Okay.

16          MR. CASEY: There is a volume switch on  
17 that, too.

18          UNIDENTIFIED SPEAKER: Yes.

19                 (Customer sworn collectively.)

20          MR. BETHEA: Ms. Gaffney, would you like to  
21 go first?

22

23

24

25



- - - - -

**KAREN O. GAFFNEY**

1  
2  
3 appeared as a witness and, having been duly sworn,  
4 testified as follows:

**DIRECT STATEMENT**

5  
6 **WITNESS GAFFNEY:** Just by way of  
7 preliminary, you asked all speaking to stand, so I did  
8 so. But my information is not testimony and not based  
9 on my personal knowledge or information, but rather on  
10 information provided to me.

11 **MR. BETHEA:** Okay. If you'll just state  
12 your name for the record.

13 **WITNESS GAFFNEY:** For the record, my name is  
14 Karen Gaffney. I'm an attorney here in Citrus County  
15 with Haag, Gaffney & Wilcox, located in Inverness. I  
16 represent Dennis Jones and his wife Brandi Jones who  
17 are customers of this particular Utility. I have  
18 forwarded a very lengthy letter with exhibits to both  
19 the rate case Staff and the transfer case Staff under  
20 September 19, '96 dates, and it details a significant  
21 number of issues, that after speaking with  
22 Mr. Vaccaro, I think I don't need to belabor all of  
23 those issues now because we are meeting tomorrow, and  
24 you really want to hear from the customers today. So  
25 by way of referencing that letter, I would just

1 reiterate for the record all of those issues to you  
2 now so that those objections are preserved and the  
3 comments made.

4 I would like to highlight a couple of  
5 things, though, if you'd just give me a couple of  
6 minutes, and then you can get to the meat of your  
7 meeting.

8 The first is throughout the correspondence  
9 of the rate case and, in fact, all the way through to  
10 the special report, we're reflecting the applicant as  
11 J&J Water and Sewer Corporation doing business as  
12 Meadows Utilities Company, Inc. That is legally  
13 incorrect. The application was submitted under name  
14 of J&J Water and Sewer Corporation, but noted on its  
15 face that the corporation was administratively  
16 desolved in August of 1995.

17 Meadows Utilities Company, Inc. was not  
18 created, per the applicant's own testimony in the  
19 application, until November 13, 1995. So this is not  
20 J&J doing business as Meadows Utilities Company, Inc.,  
21 rather these are two completely separate entities.  
22 And J&J, in fact, no longer exists. And I want to  
23 call that to your attention because there's some  
24 implication that this is just a name change or an  
25 outgrowth of the previous operator, and that is not

1 correct.

2           Secondly, not to belabor the transfer case  
3 issues, there are a couple of things that you should  
4 be aware of and perhaps focus on; and that is, of  
5 course, the Utility's authority to operate, the  
6 applicant's authority under the deed restrictions and  
7 management agreement, whether they own the land; those  
8 are all transfer case issues. However, there are some  
9 other issues that are pretty significant if not  
10 interesting -- or perhaps interesting, I am not sure.

11           And one of those are statements that are  
12 made to these customers, such as the applicant  
13 purchased all of the past due water bills and all of  
14 those past due water bills must be paid by these  
15 customers when, in fact, so far I've been unable to  
16 obtain any verification of that and have seen only a  
17 document that indicates that the seller, not the  
18 applicant, paid those past due water bills. And the  
19 applicant now is stating that reimbursement for that  
20 should be made by the customers to the applicant. I  
21 find that inconsistent if not blatantly untruthful if,  
22 in fact, it's correct.

23           Secondly, you have representations that the  
24 water system is in good condition in your application,  
25 yet representations and statements made to your

1 customers that it is in need of thousands of dollars  
2 of improvements for which they will have to share the  
3 cost.

4           Finally, you have several inconsistent  
5 statements made throughout the application process.  
6 Counsel to the applicant in the cover letter suggests  
7 that the Utility has been historically charging a flat  
8 free of \$31. The applicant apparently told your  
9 Staff, as reflected in your report, that historically  
10 a flat rate of \$34 was being charged. I believe these  
11 customers here will tell you that after June of '95  
12 they were told not to pay anything. But prior to  
13 that, the flat rate was \$42.

14           MR. BETHEA: And who told them that?

15           WITNESS GAFFNEY: I believe they were told  
16 that by the prior operator, J&J Water and Sewer.

17           MR. BETHEA: Not to pay?

18           WITNESS GAFFNEY: Not to pay after June  
19 because the owner wanted to abandon the system. But  
20 prior to that, the flat rate was \$42, not 31 and not  
21 34. Not to mention the fact that the tariff doesn't  
22 permit that flat rate charging so, in fact, those  
23 charges have resulted in an overcharge to these  
24 customers, particularly since November when the \$34  
25 flat rate went back into effect with Meadows Utilities

1 charging that.

2           There's been notice to the Utility that it  
3 is an overcharge and not permitted by the tariff, yet  
4 no reimbursement, no restitution, no notice that, in  
5 fact, it was an overcharge to these customers.

6           Finally, and just very briefly, at least  
7 several of these customers have had their water either  
8 turned off for nonpayment, and I would say, in my  
9 opinion, wrongfully turned off, or notices sent to  
10 them that the water would be turned off. And, in  
11 fact, some have even received notice that the water  
12 would be turned off if they didn't stop objecting to  
13 other issues; such as the clubhouse that have nothing  
14 to do with the water and sewer company.

15           So having said that, since I have no  
16 personal knowledge of statements made to these people  
17 and, therefore, can't testify to that, I'd like to  
18 introduce Mrs. Jones who can give you some of the  
19 information that she has compiled from a personal or  
20 first hand knowledge standpoint, unless you have any  
21 questions of me.

22           MR. BETHEA: Thank you.

23           WITNESS GAFFNEY: I'll look forward to  
24 meeting with you tomorrow.

25           MR. BETHEA: Mrs. Jones.

1  
2 **BRANDI AUSTIN-JONES**

3 appeared as a witness and, having been duly sworn,  
4 testified as follows:

5 **DIRECT STATEMENT**

6 **WITNESS BRANDI JONES:** My name is Brandi  
7 Austin-Jones. I live at 3830 South Pigeon Terrace.  
8 Just to reiterate a little bit of what Karen said, I  
9 have prepared some paperwork for you all in lieu of  
10 time so I don't have to go over every one of these  
11 documents, which my husband Dennis will provide to you  
12 now. I'll just briefly go through them with some of  
13 my concerns.

14 I've had the opportunity to speak with  
15 several homeowners; some of which are here tonight,  
16 some of which are not. And they have told me what I  
17 consider horror stories regarding the turning on and  
18 off of their water and the way in which their -- I  
19 guess you might call it bills -- were handled when  
20 Mr. LaFond would come to their door or different  
21 instances as this. I can only go on what they've told  
22 me. I don't actually know for a fact. Some of them  
23 are here, and some of them are not. And I do have  
24 certain people I would like to have speak tonight.  
25 And I think all of them stood up, and if we could  
approach that a little bit later.

1           In regard to the papers that you all were  
2 just handed, Page 1 states that the water and sewer  
3 plant is owned by Meadows Utilities, and everything  
4 else is owned by the Meadows Incorporated. In the  
5 Meadows Incorporated, Egret Park is. And inside Egret  
6 Park is the water system that has never been broken  
7 out. Therefore, my first thing is Meadows Utilities  
8 does not, in fact, own any water; and he is operating  
9 our water. That's my first issue that I would like to  
10 bring forth, and that can all be seen by the legal  
11 documents that are at the courthouse. He also states  
12 that there appears to be problems with the water and  
13 sewer, but again in documents provided to the Public  
14 Service Commission, he states that the water and sewer  
15 is okay.

16           If you'll just continue on in the letter,  
17 I've highlighted several things for you that you will  
18 be able to see. I have a highlighted copy of the  
19 exact same thing. In the first paragraph he states  
20 they are not the developers, but yet in paperwork  
21 provided to the Public Service Commission, the  
22 impression is led that he is the developer and he will  
23 fulfill the rights of the developer, is my  
24 understanding of it.

25           And the last column shows that there is a

1 \$34 per month for water and sewer. This, as Karen had  
2 made reference to, we can find no claims to this. We,  
3 the residents, were paying 42 and that included our  
4 water, our clubhouse, our trash, street lights,  
5 several other things referred to as common elements,  
6 and now we are paying \$34 just for water. And the  
7 tariff totally destroys that. I mean, there's nothing  
8 to substantiate that we should be charged \$34 a month;  
9 the tariff states otherwise.

10 MR. BETHEA: Could I interrupt you just for  
11 a second? Would you restate all of those things that  
12 the \$42 included for me?

13 WITNESS BRANDI JONES: The \$42 a month  
14 included water, sewer, street lights, clubhouse,  
15 garbage, road maintenance, our pool that was attached  
16 with our clubhouse. That's what we paid \$42 a month  
17 for. And we had that up through June of '95. Then we  
18 were instructed -- yes, that is correct, common area  
19 maintenance, also. Grass cutting of all the common  
20 areas; that was included in our \$42.

21 MR. BETHEA: May I ask another question?

22 WITNESS BRANDI JONES: Yes.

23 MR. BETHEA: And the Utility or someone  
24 changed the rate to 34, actually decreased the rate?

25 WITNESS BRANDI JONES: Yes.



1           **MR. BETHEA:** Did that also include all those  
2 elements? Were you paying an additional charge on top  
3 of that for maintenance of the clubhouse, street  
4 lights and things like that?

5           **WITNESS BRANDI JONES:** In the \$42 a month,  
6 that included everything. Now that it's been changed  
7 to \$34, we are simply receiving water and sewer. Our  
8 street lights are off, our clubhouse has been sold  
9 apparently. We can't even verify that, but we were  
10 told that it's sold. We no longer have any rights to  
11 it. We each pay for our own garbage. Our roads are  
12 atrocious. If you drive down our roads, it's like  
13 driving through a land mine. They're really bad; they  
14 are horrible. And we pay \$34 a month for just water  
15 and sewer.

16           **MR. BETHEA:** I'm going to ask you a few  
17 questions. Who instituted the \$34 rate? Was it the  
18 prior owner?

19           **WITNESS BRANDI JONES:** No. The first we  
20 ever new of the \$34 rate is in November of 1995, we  
21 received a bill. It is enclosed in your packet if you  
22 go a little bit to the back, stating that our water  
23 rate is now \$34 a month and this is what we'll have to  
24 pay.

25           **MR. BETHEA:** But up until then -- well,

1 actually in June, you all were directed not to pay  
2 anything?

3 WITNESS BRANDI JONES: That's correct.

4 MR. BETHEA: But at that time, you were  
5 paying 42.

6 WITNESS BRANDI JONES: That is correct.

7 MR. BETHEA: And the next thing you knew,  
8 you were instructed to pay 34.

9 WITNESS BRANDI JONES: That is correct.

10 MR. BETHEA: Okay, thank you.

11 WITNESS BRANDI JONES: In the middle of  
12 November. The first we knew of the \$34, we received a  
13 bill in November that said we are now paying in  
14 arrears, and your November 1995 bill is due, and it's  
15 \$34.

16 That leads me into another issue of the  
17 turning off of our water and the way that our bills  
18 are written up, and we have to pay connection fees and  
19 everything like this. And everything that I've been  
20 able to dig out of the tariffs states that we don't  
21 have to pay a reconnection fee, and we have 20 days  
22 from the day that it's due, plus five days written  
23 notice. Several people here have had their water shut  
24 off; there was no 20 days and there was no five days  
25 written notice. I am one of those people.

1           I also would like to bring to the attention  
2 that in the very first bill, our water is due on  
3 December the 15th. We received the bill in November,  
4 it's stating that it's for November. But Mr. LaFond  
5 did not take possession of the company or anything  
6 until the middle of November. Therefore, we are  
7 paying for an entire month of water usage for the  
8 month of November, but he only acquired it for half a  
9 month.

10           Then he goes into our December bill, and he  
11 says that our total due is 34, must be received before  
12 January the 15th. Well, that's fine. We're obviously  
13 paying from the 15th to the 15th of the month which,  
14 by my calculations, would be from November the 15th  
15 when he took possession to December 15th, from  
16 December 15th to January 15th. And we progressively  
17 go on until we get later on in the year.

18           In July -- and he states that the total \$34  
19 is now due by August the 1st. Well, what happened to  
20 it being due on the 15th? Now he has basically stolen  
21 15 days from us. If we've been paying from 15th to  
22 15th to 15th, now it's due on the 1st. What happened  
23 to that other 15 days? He says it's due then and if  
24 it's not in by the 15th, our water will be shut off.

25           He also states that a prior month there were

1 several water shut offs because they were not due by  
2 the 15th, and he attempted to call everyone, which is  
3 not in the tariff. You're supposed to contact  
4 everyone by writing, not calling. He also states to  
5 us if our water bill is not paid by the 15th, it will  
6 be turned off on the 16th and no attempts will be made  
7 to contact anybody. That's strictly against the  
8 tariff. You need to contact somebody and let them  
9 know that you are going to shut their water off.

10 In a letter written to me, which I've  
11 enclosed also, I own two houses in the Meadows  
12 subdivision, and I had sent a check from out of state.  
13 He acknowledges the receipt of my check, the date of  
14 my check and the fact that it was mailed from  
15 Virginia. And I paid for two houses. He took my two  
16 payments --

17 MR. VACCARO: Excuse me.

18 WITNESS BRANDI JONES: Yes.

19 MR. VACCARO: I'm going to ask you to stop  
20 for just one second while I turn this.

21 MR. CASEY: He's going to turn the tape  
22 over.

23 WITNESS BRANDI JONES: As I stated, he did  
24 acknowledge receiving my check dated -- or sent from  
25 Virginia. And in the letter is all of the postmark

1 dates. He took these \$68 -- I was paying 34 for each  
2 house -- shut my water off and took the additional \$34  
3 as a turn-on fee, and charged the people that were  
4 living in my house that were just taking possession of  
5 it, \$69 to turn their water back on. I feel that that  
6 was not right since my check was allotted to the  
7 payments, and in the tariff there is no reconnection  
8 fees, and I didn't get my rightful time of 20 days  
9 plus five.

10 Also, in his billing since Day One, he had  
11 first stated that if our water was shut off we would  
12 have to pay \$103 to have it turned back on. Then in a  
13 later billing, it went to \$69. And in his most recent  
14 billing, he says that we'll have to pay a total of  
15 \$64. I am not really sure what we are supposed to be  
16 paying when our water is turned off. According to the  
17 tariff we're not supposed to pay anything. But  
18 according to Mr. LaFond's figures, there are three  
19 different amounts; and how do we know which one we are  
20 actually supposed to be paying?

21 MR. BETHEA: Ms. Jones, do you have that  
22 documented in here as to --

23 WITNESS BRANDI JONES: Yes. It is all  
24 highlighted in the papers that you all have.

25 MR. BETHEA: Now, is that a bill from the

1 Utility of these different amounts, or is that your  
2 representation of what he said?

3 WITNESS BRANDI JONES: These are actual  
4 copies of his correspondence with the homeowners.

5 MR. BETHEA: Thank you.

6 WITNESS BRANDI JONES: I have several other  
7 points that I'd like to touch on briefly. When you  
8 guys get tired of hearing me, just let me know,  
9 because I have a lot. I could probably go on for an  
10 hour or so. I could run all your tapes out.

11 In lieu of everything that was happening, my  
12 husband and I contacted an attorney prior to obtaining  
13 Karen Gaffney, and he had some correspondence with  
14 Mr. LaFond. And he had stated that he had offered,  
15 like I said in the beginning, the water bills for  
16 exchange of our clubhouse. And I don't quite  
17 understand how that can happen considering a water  
18 company is one entity and the Meadows of Citrus County  
19 is another entity. How can one waive bills for  
20 another company? That still puzzles me.

21 But he stated to my attorney that if I did  
22 not drop the -- that if I continued to persist with  
23 this and basically not drop the suit of the clubhouse  
24 and what our legal rights were, that he was going to  
25 shut my water off until I paid him the \$204. And then

1 he was going to take me to small claims court.

2 I feel that he's threatening to shut my  
3 water off by me using my right to exercise my legal  
4 rights in obtaining legal counsel to make sure that  
5 everything that happened was legal. And by that  
6 threat -- needless to say I didn't stop, that just  
7 ruffled my feathers a little, and I proceeded on  
8 because I didn't feel that he could do that. But that  
9 is a threat that should not be taken lightly from a  
10 public water company who is providing your service.

11 He also had sent me a document stating that  
12 I had property on -- not property, but equipment on  
13 the water company property. Again, you don't want to  
14 get into the ownership of it, but our deeds do state  
15 that we have a common interest in that. The water  
16 company property is located right next to mine.

17 I was using a small portion of that  
18 property. I groom what I care for and I mow it. And  
19 I had a shed sitting on the far corner right next to  
20 my property line, not encroaching any way, shape or  
21 form the well or anything of that matter. And he sent  
22 me a letter stating that it needed to be removed from  
23 there, that he was concerned with contamination of our  
24 wells by me having our stuff there.

25 I was out of town when I received this

1 letter. When I returned to Florida, I contacted the  
2 Department of Health and Rehabilitative Services,  
3 known as HRS, to obtain a copy of the letter that he  
4 had sent to me of the inspection report because  
5 something didn't sit well with me. There was a line  
6 that was on the bottom that just didn't quite match  
7 the writing of the rest. The HRS faxed me a copy of  
8 it and, in fact, the documents. On the original  
9 document that line is not there, but on my document  
10 that was provided in the mail with a letter attached  
11 from Mr. LaFond, it is there.

12 In further review of the documents, the  
13 document headings do not match. They are enclosed in  
14 your packet toward the back. The document headings do  
15 not match. And I wonder what kind of person would  
16 send out a document that is not the actual document in  
17 which the report was written up on with a letter  
18 attached asking me to move stuff from property that I  
19 have an interest in.

20 Also, to -- again in reference to that, he  
21 was concerned about my possible contamination of the  
22 well by my equipment that sits there. But as we speak  
23 here right now, Mr. LaFond has a tractor parked over  
24 near that area that is leaking diesel fuel. The oil  
25 is on the ground, and I have pictures to show that if



1 the Commission would like to see them. But it is  
2 currently there. We could take a walk over right now  
3 and see it, and it is leaking. It is dripping fuel  
4 onto the ground. Mine were just a possible  
5 contamination; this is an actual contamination. It is  
6 very close to the well, and it still sits there today.  
7 But yet, I was instructed to move my possible stuff  
8 that would cause a problem.

9 In the letter that -- and I'm skipping  
10 around a lot because there's a lot of information I'd  
11 like to provide to you. In a letter that Mr. LaFond  
12 sent to the homeowners after he received a letter from  
13 my attorney, or somewhere there about in conjunction  
14 with, he states to the homeowners that they were  
15 forgiven the water bills in lieu of the clubhouse.  
16 And he goes on to explain a lot of different figures.  
17 And then he gets on into the letter. Now, I must  
18 state that every homeowner, or most of the homeowners,  
19 received this letter. I did not receive this letter  
20 in the mail. I received it from a neighbor, and I  
21 also received phone calls regarding it. In a moment  
22 you'll understand why.

23 He states that: Now enter Mr. and  
24 Mrs. Jones. They've contacted an attorney about our  
25 rights. He refers to us as power hungry individuals,

1 and he would like every homeowners to respond to him  
2 via their water and sewer payments how they feel about  
3 the fact that my husband and I have consulted an  
4 attorney regarding our rights.

5           Number one, I feel that it's wrong to use a  
6 water company, which is a public water company, to  
7 solicit people's reactions to something that really  
8 doesn't have any relevance. He is stating about the  
9 clubhouse and roads and things of this nature, which  
10 really doesn't have anything to do with the water  
11 company. But the water company is the one that's  
12 supposed to be used to have this correspondence go  
13 back and forth, which I feel is not properly.

14           The law says I have a right to be heard and  
15 what I feel and follow my rights. But yet, he's  
16 harassing -- or having my neighbors basically harass  
17 me for exercising my rights. And I don't feel that  
18 was a very kind thing to do.

19           I must let you know that I did not receive  
20 this letter, and I heard about it, phone calls on my  
21 answering machine. He listed my name, our phone  
22 number, and our address in this letter for neighbors  
23 to contact us regarding this.

24           MR. BETHEA: Is that in this package as  
25 well?

1           WITNESS BRANDI JONES: Yes, it is. The  
2 letter is dated August 25th, and it's "Homeowners of  
3 the Meadows." And I am a homeowner. I currently own  
4 two homes, and I did not receive any of that.

5           The last page is a copy of a letter where  
6 another resident has obtained legal counsel regarding  
7 their child who was injured. Again, this is what I  
8 understand of it, was injured on water company  
9 property. I'm sure that homeowner could better inform  
10 you at a later date. But I would just like to enclose  
11 it in here, and I have some other pictures of some  
12 unsafe conditions that I have found even though  
13 Mr. LaFond states that everything is satisfactory;  
14 meters are covered, and there are no potential hazards  
15 out there. And he has also stated that he has put  
16 monies into this and made everything up to standards.  
17 But as you'll see in these pictures, that I don't feel  
18 they are very safe conditions.

19           MR. BETHEA: May we keep the pictures?

20           WITNESS BRANDI JONES: Certainly.

21           MR. BETHEA: Thanks.

22           WITNESS BRANDI JONES: I also have one other  
23 picture here that's kind of an unrelated matter --  
24 well, it is related, but not necessarily of what I  
25 just spoke about. It shows a lift station in

1 someone's yard, which is where the lift station is  
2 supposed to be. But how can he -- clearly in this  
3 picture when you receive it -- how can he claim  
4 ownership to half of that person's yard? It is part  
5 of a common element. We all have easements, we all  
6 have a right to this. And how can he cut a big chunk  
7 out of that person's yard? I mean that basically  
8 takes up their entire yard. That in itself might help  
9 determine that we do have common elements in here and  
10 that we all own the easements and restrictions as set  
11 forth in the documents that you've already been  
12 provided with.

13 MR. VACCARO: Could I interrupt you for one  
14 second?

15 WITNESS BRANDI JONES: Certainly, go ahead.

16 MR. VACCARO: Just so we have it clear on  
17 the record, your husband brought these pictures up to  
18 me and briefly explained what they were. But if you  
19 would just go ahead and summarize what these are for  
20 the record. Mr. Casey will bring them down to you.

21 WITNESS BRANDI JONES: I might want the  
22 record to show that I took these pictures today prior  
23 to the meeting. I had them developed at a one hour  
24 photo so these are very current pictures.

25 Picture No. 1 shows the lift station in

1 someone's yard, and I have been unable to find that --  
2 you know, where it is, basically, pulled out. It is a  
3 common element, as I stated before, and that's Picture  
4 No. 1.

5           Picture No. 2 shows the meter here at the  
6 church, where we are holding this meeting, covered by  
7 a piece of plywood. In the background you can see a  
8 child playing, and I think that's a potential hazard  
9 just to have this big gapping hole covered by a piece  
10 of plywood.

11           Picture No. 3 shows the hole once you get up  
12 closer to it. After you've lifted the plywood,  
13 exactly how deep it is and the condition of the meter,  
14 all of the dirt and everything that is surrounding the  
15 meter.

16           Picture No. 4 is in reference to a water  
17 meter that had blown up a couple of Fridays ago, is my  
18 understanding. The water for the park was off for a  
19 while while they repaired this, but this has been  
20 approximately two weeks, and the meter itself is still  
21 open with a gapping hole, potential hazard for anyone  
22 to fall in.

23           MR. CASEY: For the record, Staff has  
24 numbered each of the pictures.

25           WITNESS BRANDI JONES: In the docket sent to

1 me by the Staff, there was a comment made that has  
2 kind of bothered me. Well, actually, there are  
3 several, but this is the main one here. The Staff  
4 believes the Utility has the expertise necessary to  
5 convert and maintain the Utility records in conformity  
6 with Rule 25-30.115 of the Florida Administrative  
7 Code. And I'm in question as to what documentation  
8 was provided to substantiate this recommendation.  
9 What did he show the Staff as far as his expertise?  
10 Also, in operating a water and sewer company, what is  
11 his prior experience. Where did he obtain his  
12 knowledge, and where did he obtain his knowledge to be  
13 able to handle the books and operate our Company for  
14 us?

15           It has also been reported that all of our  
16 water meters have been calibrated and that they are  
17 all working properly now, or they've been replaced. I  
18 would like verification of this. It is my  
19 understanding that in order to calibrate a meter, that  
20 the meter actually has to be removed, or it has to be  
21 where equipment can get around it to be able to  
22 calibrate it. Any of our water meters for the last 10  
23 months that Mr. LaFond has been operating our plant, I  
24 have never seen anyone out there doing anything with  
25 our meters, let alone literally putting a machine on

1 them to calibrate them. None of the dirt is disturbed  
2 around our meters, except in a few instances he did  
3 put a cover over a few vacant meters, but not all of  
4 them.

5 But as far as any other dirt being disturbed  
6 or anything, I don't see any of that which makes me  
7 wonder how a meter can be calibrated when none of the  
8 earth around it is disturbed. And if you see how much  
9 dirt is on these meters, you definitely have to move  
10 some dirt. As a prior operator, J&J did not read the  
11 meters. They have not been read in some time.

12 MR. BETHEA: Let me ask you a question about  
13 that. I believe we were informed that the Utility  
14 went to a flat rate because the tariff rates are a  
15 metered rate. So we were told that the Utility went  
16 to a flat rate because the meters were not working  
17 properly. Were you aware of that? Or have they  
18 always been charging a flat rate which encompassed all  
19 of those other services that you mentioned?

20 WITNESS BRANDI JONES: I have only been in  
21 the subdivision seven to eight years. And since I  
22 have been there paying the bills, it has always been a  
23 flat rate. The water meters were read when I first  
24 moved into the subdivision, but not to charge each  
25 customer with water. It was simply to establish how

1 much water was going out and how much wastewater was  
2 going in, that type of reading. But not to charge  
3 each customer with the volume of water.

4 MR. BETHEA: Has it always been \$42 since  
5 you've been there?

6 WITNESS BRANDI JONES: No, it hasn't. No.  
7 Other residents are here that can attest to the  
8 different figures. Prior to being 34, I might add --  
9 excuse me -- prior to being 42, it was \$34; but that  
10 34 included all of our amenities. Then they bumped it  
11 up to 42 and just a verbal statement to everyone that  
12 it was to cover cost increases of insurance to our  
13 pool and clubhouse, cost of garbage, cost of  
14 electricity to the street lights. It was not said  
15 that we move the rates up because the water and sewer  
16 rates went up. It was just general cost of living  
17 increase, the cost of maintenance had went up so,  
18 therefore, they raised our figures.

19 I have another bunch of papers here that I  
20 have prepared for the Staff. I would not like to take  
21 your time up in presenting them now, but I have other  
22 items here that are of question, and I've attached  
23 rules that I have obtained from the Public Service  
24 Commission in regards to this. And I would just ask  
25 that you all take time to look at this at a later



1 date, I don't want to take up everyone's time.

2           In closing, I would like to just reiterate  
3 the fact that he has overcharged us, based on what I  
4 have been able to obtain in the tariffs. He's charged  
5 a reconnection fee for things. And our tariff  
6 strictly states that there can be no reconnection fee.  
7 He's trying to waive water bills in exchange for a  
8 clubhouse with it being two different entities. I'm  
9 just not sure how that can be done. And as for the  
10 records in using a test year, you are using the  
11 first -- I believe it's five months, that Paul LaFond  
12 has been operating our Company. And in his records he  
13 states, I do believe -- I don't happen to have that  
14 paperwork in front of me. I can verify it though.  
15 It's January, February, March and April of 1996 when,  
16 in fact, we've been paying him since November of '95.

17           I have a copy of the 1993 year end closing  
18 for J&J Water and Sewer as prepared by the accountant,  
19 Dale Stover, and submitted to the Public Service  
20 Commission. I have figures handwritten on a piece of  
21 paper by Ms. Jeannie Woral who handled the books for  
22 J&J Water and Sewer that show the total for 1994.  
23 They are not broken down is as such. It's just little  
24 scratch figures on a piece of paper giving generalized  
25 where most of the money went.

1           And if you take the '93 figures that are in  
2 the accounting report and the '94 figures that I was  
3 provided just on a small piece of paper, they are  
4 within \$37 of one another. And that being  
5 approximately \$19,500, operating expenses for the  
6 water and sewer plants consecutively for '93 and '94.

7           Paul LaFond has stated it took \$26,000  
8 during his test year which only accounts for five  
9 months. I am in awe that it take \$26,000 for five  
10 months, but yet the plant historically has been  
11 operated for \$20,000 a year. I just have questions as  
12 to how that can happen. And I guess that's all that I  
13 have to say. If you have any questions, go ahead and  
14 ask.

15           **MR. BETHEA:** I'm just going to state that  
16 the Utility's billing practices greatly concern us,  
17 and we are going to address it for you.

18           **WITNESS BRANDI JONES:** Thank you.

19           **MR. BETHEA:** And the Utility has been  
20 informed of what he is required to do as far as cut  
21 offs and what he is to bill. And if he doesn't do  
22 that, if the Utility doesn't do that, then we can take  
23 action against him.

24           **WITNESS BRANDI JONES:** Just as a question to  
25 that, what do we, the customers, do -- and you don't

1 have to answer it now, but me and the rest of them  
2 here would, I'm sure, like an answer about the monies  
3 that we have been paying for the last 10 months above  
4 and beyond what our tariff rates should have been.  
5 And like I said, I'm sure you can't answer that now,  
6 but --

7           **MR. BETHEA:** That's to be dealt with. You  
8 know, we have a lot of stuff to sort out. There's a  
9 lot of information coming to us, all kinds of issues  
10 that we're going to have to sort out. And that's  
11 going to be determined in the case.

12           **WITNESS BRANDI JONES:** Do we continue to pay  
13 him?

14           **MR. BETHEA:** I would suggest you continue to  
15 pay the bills until we sort it out.

16           **WITNESS BRANDI JONES:** The bills as stated  
17 as \$34, or should he revise our billing?

18           **MR. BETHEA:** Well, I believe we have stated  
19 by letter to him that he is to bill the tariffed rates  
20 on a going-forward basis. Is that not correct?

21           **MR. VACCARO:** That's correct. I believe a  
22 copy of that letter was faxed to you last week. And  
23 if not, we can see to it that you get it. But I sent  
24 Mr. LaFond -- the Utility a letter last week stating  
25 that the Utility was to bill the tariffed rates.

1           **WITNESS BRANDI JONES:** I do have a copy of  
2 that letter. I'm mainly speaking for the benefit of  
3 the other residents who do not and are really not  
4 aware of the issues that I have been fighting for  
5 approximately two months.

6           **MR. VACCARO:** Okay.

7           **WITNESS BRANDI JONES:** They are really not  
8 aware of a lot of the issues that I have brought forth  
9 here. And for their clarification, I would like it  
10 for them to know what they should be paying, the  
11 tariff rates from here on out. And that's what they  
12 should be billed, and there are no reconnection fees  
13 and other issues that we have brought forth. I think  
14 that needs to be clarified for them.

15           **MR. VACCARO:** Right. That is correct.

16           **WITNESS BRANDI JONES:** Thank you.

17           **MR. BETHEA:** Thank you. Mr. Jones, would  
18 you like to go next?

19

- - - - -

20

**DENNIS JONES**

21 appeared as a witness and, having been duly sworn,  
22 testified as follows:

23

**DIRECT STATEMENT**

24

**WITNESS DENNIS JONES:** Yeah. Dennis Jones.

25

Any other information? 3830 South Pigeon Terrace,

1 Homassasa.

2 I have had a question in regards to the  
3 amount of water being used in here -- reportedly being  
4 used. I have been here since the creation of this  
5 subdivision. I was the backhoe operator who dug all  
6 the grounds for the utilities; I know how they went  
7 in. I have made mention several times over the last  
8 15 years about the way that these utilities were  
9 placed in the ground. Of course, being just a backhoe  
10 operator, I saw everything that they did in the ditch.  
11 It's a slip joint system.

12 Being concerned about the water leakage  
13 which we have had over on the far corner of Sandpiper  
14 Terrace several years ago, we had a main blow out, and  
15 I helped to repair that. There's just an exorbitant  
16 amount of water being metered from the water plant, as  
17 to actual read from the residents' meters.

18 I took one evening on Labor Day, Labor Day  
19 evening, from 11:00 at night to 5:00 in the morning,  
20 every hour on the hour I went out, and I read the  
21 meter, the new meter that Mr. LaFond has put on the  
22 plant. And I observed an average of 750 gallons an  
23 hour coming out of the ground somewhere, going back  
24 into -- and not into the residents' houses, going into  
25 the ground.

1           There is a concern that the water plant is  
2 pushing more water than the people are buying. And  
3 I've tried to make the people aware in here that when  
4 they've got very high water bills, somewhere we're  
5 having to pay for that water that's not accounted for.  
6 And this was my concern.

7           On an average for six hours, I took an  
8 actual reading of the meter, and it averaged 750  
9 gallons an hour at night when nobody in this community  
10 was really using any water. We don't water our yards  
11 out here. Very seldom do you see people out there  
12 washing their cars. It rains too much in Florida  
13 anyway. But that's all I have to say, we have enough  
14 other people here.

15           MR. CASEY: We've been informed that the  
16 Florida Rural Water Association, which is an  
17 association out of Tallahassee, has provided an  
18 inspector to come down to the Utility, and they have  
19 discovered a number of leaks. And it's been  
20 represented to us that they have been fixed.

21           MR. LaFOND: Two leaks.

22           MR. CASEY: Two leaks, okay. They have  
23 found two leaks, and the problem has been corrected.

24           And one more thing I'd like to add, the  
25 customers don't pay for the unaccounted for water, the

1 water that's coming out of the water plant. What they  
2 pay for is from their water meter. Now, if there's  
3 unaccounted for water or loss of water, the Utility  
4 would end up paying for that.

5 WITNESS DENNIS JONES: Okay. But is it not  
6 true that the accounting of all of the repairs, all of  
7 the electrical bills, the chlorine, the maintenance of  
8 the plant, is tabulated in a Staff-assisted rate case?

9 MR. CASEY: That is correct.

10 WITNESS DENNIS JONES: So, then, indirectly  
11 all of the people are paying for the water even though  
12 it doesn't come through -- they are paying for the  
13 cost of that water to flow?

14 MR. CASEY: Right. If you'll note in the  
15 county report, I put a paragraph in there stating that  
16 costs associated with that unaccounted for water would  
17 not be included in the final recommendation. Now,  
18 that may include chlorine for all that water that's  
19 coming out the well. If it's not going to the  
20 residents, the residents aren't going to pay for that.  
21 We are going to make an adjustment for that.

22 Also, purchased power. If you are paying an  
23 electric bill to pump all that water out and it's not  
24 going to the residence, we are going to make an  
25 adjustment for that in the final recommendation.

1           **MR. BETHEA:** Thank you, Mr. Jones. Okay,  
2 I'll just start calling names, and if you would like  
3 to speak, just come forward. Actually, I can't read  
4 the first name. I'm going to give it a try, Roger  
5 Taylor. Is that even close, the last name?

6

- - - - -

7

**ROGER TAYLOR**

8 appeared as a witness and, having been duly sworn,  
9 testified as follows:

10

**DIRECT STATEMENT**

11

**WITNESS TAYLOR:** Yes, sir. My name is Roger  
12 Taylor. I live at 3818 Sandpiper. I'd just like to  
13 say a few words.

14

I don't think this man should run the water  
15 treatment plant. He has shut off my water. I had  
16 paid for my water. He illegally came out there. He  
17 shut my water off when I had paid for it. Did not  
18 write me no --

19

**MR. BETHEA:** Pardon. He shut off your water  
20 when? I didn't understand what you said, I'm sorry.

21

**WITNESS TAYLOR:** He shut off my water -- I  
22 paid the water bill 5/19/96 and confronted him while  
23 he was out there, and he still shut it off. And he  
24 sent me a letter here, I got, that he came out there  
25 with. He came out there with, January 19, '96. And



1 deliberately shut my water off when it was paid for.

2 MR. BETHEA: May we have copy of that?

3 WITNESS TAYLOR: You sure can.

4 MR. BETHEA: Do you have an extra copy? If  
5 not, we can take it and send you back one.

6 WITNESS TAYLOR: The roads out there, they  
7 should be fixed. He will not fix the roads. This man  
8 refuses to fix anything.

9 MR. BETHEA: Okay, let's try to limit this  
10 to utility business. We are not interested in that.

11 WITNESS TAYLOR: The water covers, he has  
12 finally came out there and fixed the water covers  
13 after a child did get hurt out there. He did finally  
14 do that.

15 Another thing I would like to ask, that you  
16 ask Mr. LaFond if he has any liability insurance on  
17 his water company.

18 MR. BETHEA: We are looking into that.

19 WITNESS TAYLOR: Okay. Basically, that's  
20 about all. I don't think we should have to pay for  
21 the water since he has no deed on the water rights at  
22 all to the place. Why should we pay him our water  
23 bill when he has no legal rights that you all can even  
24 find? Why should we keep paying him when we have  
25 rights here? These people here have rights to this

1 water.

2 MR. BETHEA: Do you object paying to him or  
3 to the Utility?

4 WITNESS TAYLOR: To him.

5 MR. BETHEA: You would agree that the  
6 Utility needs money to operate, and that's what we're  
7 interested in.

8 WITNESS TAYLOR: Yes, I agree to that. Yes,  
9 yes.

10 MR. BETHEA: Okay. I understand.

11 WITNESS TAYLOR: But I disagree he should  
12 make a profit. I agree that he shouldn't make no  
13 profit on this but to run the water company. It  
14 doesn't take that much to run a place like that  
15 because it's small. And I don't think the water bill  
16 should be raised because these people in here can't  
17 afford it now. And we don't get nothing for it except  
18 a bunch of hash and trash.

19 MR. BETHEA: Could you explain that, sir?

20 WITNESS TAYLOR: Explain that? Every time,  
21 if you don't pay your water bill, he will come out  
22 there on that day and shut your water off. That's how  
23 he is. He thinks he owns it.

24 MR. BETHEA: So you weren't speaking about  
25 quality of the water, you were speaking of his --

1           WITNESS TAYLOR: Well, I was speaking about  
2 the quality of the service from the water company. I  
3 don't think I used as much as he says I used in a  
4 month's time. I think that wrong. I think the meter  
5 should be calibrated. Like I say, I just don't think  
6 we should have any more increases in the water at all.  
7 I think it's totally ridiculous because we get no  
8 service whatsoever from him.

9           Like two months ago, we had a water main  
10 bust out there, a water thing. And I guess he didn't  
11 know about it or somebody caught him or something and  
12 it ran all night long until sometime tomorrow  
13 afternoon somebody came out there and fixed it. It  
14 was just gushing. And this lady is pregnant; she has  
15 a baby. And she lives next door to me, and they had  
16 no water. It was out water all night long, a pregnant  
17 woman. So what kind of service is that?

18           MR. BETHEA: Could you tell me if they tried  
19 to get in touch with the Utility at that time?

20           WITNESS TAYLOR: I think they did. I don't  
21 know, but I think they did. And they really don't  
22 have a phone number to get ahold of them. They have  
23 an office that's got a secretary there. No emergency  
24 number or nothing, just got a secretary that answers  
25 the phone and says, "Well, if you have a message."

1 And when they get out there, they get out there.

2 That's all I've got to say. I'd like to  
3 bring you all something to show you all, if I may?

4 MR. BETHEA: Yeah.

5 MR. CASEY: If would you state what it is.

6 WITNESS TAYLOR: This is a receipt that I  
7 paid the water bill 5/19/96. And this is when  
8 Mr. LaFond came out there.

9 MR. VACCARO: Could you stop just one  
10 second?

11 MR. CASEY: We have to flip the tape again.

12 WITNESS TAYLOR: June 1996, and turned my  
13 water off.

14 MR. CASEY: Hang on just a second.

15 MR. VACCARO: Okay. Could you give the date  
16 again for the court reporter, please?

17 MR. CASEY: You're right. Start over.

18 WITNESS TAYLOR: I paid the water bill  
19 5/19/96, that would be May the 19th of '96. He came  
20 out there on June 19, '96 with this letter attached to  
21 my house, this letter he wrote which ain't even  
22 notarized or nothing or certified and stuck it on my  
23 door. And he came back out there -- later on that  
24 afternoon he shut my water off, and I confronted him.  
25 And I also confronted his son a couple days later that

1 I paid the bill, and he was supposed to check into it,  
2 and he never did. So I think I should be compensated  
3 for that. For having my water, have to be turned back  
4 on, I had to pay \$69 just to get my water turned back  
5 on which --

6 MR. BETHEA: Did you pay \$69 to him?

7 WITNESS TAYLOR: I paid \$69.

8 MR. BETHEA: In addition to this?

9 WITNESS TAYLOR: Yes, to get my water turned  
10 back on.

11 MR. BETHEA: For the record, Mr. Taylor,  
12 this is actually a receipt for a money order; is that  
13 correct?

14 WITNESS TAYLOR: Right.

15 MR. BETHEA: This represents that you bought  
16 a money order, but it doesn't represent that the  
17 Utility received the payment; is that correct?

18 WITNESS TAYLOR: Yes, they received it  
19 because he had to show me proof.

20 MR. BETHEA: Okay.

21 WITNESS TAYLOR: He was supposed to. That's  
22 been like four or five months, and he has yet to come  
23 up with anything.

24 MR. BETHEA: Do you have any certification  
25 that he did receive it or a cancelled money order or

1 anything?

2 WITNESS TAYLOR: That's it.

3 MR. BETHEA: This is cancelled -- this is  
4 just a receipt.

5 WITNESS TAYLOR: Right, received the money  
6 order that I sent them.

7 MR. BETHEA: Okay. This is a receipt of  
8 your purchase of a money order made payable to  
9 Meadows.

10 WITNESS TAYLOR: Right.

11 MR. BETHEA: I happened to see your wife  
12 come up with an envelope.

13 WITNESS TAYLOR: Uh-huh.

14 MR. BETHEA: Was sent to the Utility and a  
15 return address --

16 WITNESS TAYLOR: Right.

17 MR. BETHEA: It was returned to you.

18 WITNESS TAYLOR: Right.

19 MR. BETHEA: Did that have the payment in  
20 there?

21 WITNESS TAYLOR: No, that's another issue  
22 that I don't want to get into right now. I also have  
23 where he stuck the letter that's stating that I paid  
24 him \$69 to get my water turned back on with his own  
25 handwriting, signed.

1 MR. BETHEA: Thank you. May we have these?

2 WITNESS TAYLOR: Yes, you may. I'd also

3 like to say off the record --

4 MR. BETHEA: Off the record.

5 (Discussion off the record.)

6 MR. BETHEA: Thank you, Mr. Taylor.

7 WITNESS TAYLOR: You are welcome.

8 MR. CASEY: Would you like those originals

9 returned to you after we make copies?

10 WITNESS TAYLOR: Yes.

11 MR. CASEY: All right.

12 MR. BETHEA: Doris Beaton, did you want to  
13 speak tonight? You said it depends. I guess you do.

14

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**DORIS BEATON**

1  
2 appeared as a witness and, having been duly sworn,  
3 testified as follows:

**DIRECT STATEMENT**

4  
5 **WITNESS BEATON:** My name is Doris Beaton,  
6 and I live at 3807 South Pigeon Terrace.

7 I responded to Mr. LaFond's letter of August  
8 25th. And my last line I asked for a personal reply  
9 because sometimes you do write a note and you get it  
10 in one of his newsletters at the bottom of a bill.  
11 And he did respond with a phone call. And so, it's  
12 his word against my word.

13 I did contact some of my neighbors that are  
14 snow birds, and one in Canada did receive that, which  
15 I thought with was an inflammatory letter of raking  
16 the Joneses. That letter they received. However,  
17 they have not received any notice of this Public  
18 Service Commission. The gentleman called me from  
19 Canada the other night, and he was not notified.

20 I wrote to another one, and they also had  
21 not received this letter, that letter of August 25th,  
22 so I just wanted that to be brought out.

23 **MR. CASEY:** Could you do me one favor, could  
24 you spell your last name for us?

25 **WITNESS BEATON:** Surely. B-E-A-T as in



1 Tom-O-N.

2 MR. CASEY: Thank you.

3 MR. VACCARO: May I ask you one question,  
4 please? You said the out-of-town residents did not  
5 receive notice of --

6 WITNESS BEATON: The Public Service  
7 Commission meeting for tonight.

8 MR. VACCARO: Okay.

9 WITNESS BEATON: I photocopied it and sent  
10 it to two of them. The one man called me from Canada  
11 stating he had not receive it. It's my understanding  
12 he did give the Utility company his Canadian address.  
13 But when they sent him any -- like that letter of the  
14 25th of August, they sent it to his Robin address and  
15 then let the post office forward it.

16 MR. VACCARO: Okay, thank you.

17 MR. BETHEA: Thank you, Ms. Beaton.

18 Thomas Kennedy. I'm sorry, Mrs. Thomas  
19 Kennedy.

20

21

22

23

24

25

1 MRS. THOMAS KENNEDY

2 appeared as a witness and, having been duly sworn,  
3 testified as follows:

4 DIRECT STATEMENT

5 WITNESS KENNEDY: You need the spelling? I  
6 just wanted to state that I have not received any of  
7 these notices. I did call him and ask him to send the  
8 bills to my tenants, but any other notices I think I  
9 should be receiving. And my father-in-law also owns a  
10 home there, and he hasn't received anything.

11 MR. BETHEA: For the record, you are  
12 Mrs. Thomas Kennedy?

13 WITNESS KENNEDY: Yes.

14 MR. BETHEA: Do you know of any other  
15 residents? Obviously, some of you got the bills -- or  
16 the notice.

17 (Audience response.)

18 MR. BETHEA: Hold on one second.  
19 Mrs. Kennedy, do you obtain service, water service or  
20 sewer service from the Utility?

21 WITNESS KENNEDY: My tenants do.

22 MR. BETHEA: Your tenants do?

23 WITNESS KENNEDY: Yes.

24 MR. BETHEA: Are they still tenants?

25 WITNESS KENNEDY: Yes.

1 MR. BETHEA: Did they receive the notice?

2 WITNESS KENNEDY: That, I don't know. I  
3 haven't been in contact with them.

4 MR. BETHEA: Do they actually pay the bills?

5 WITNESS KENNEDY: Yes.

6 MR. BETHEA: They are the ones to which the  
7 bills are sent?

8 WITNESS KENNEDY: Yes.

9 MR. BETHEA: Okay. Thank you.

10 Calvin Doud.

11 - - - - -

12 CALVIN DOUD

13 appeared as a witness and, having been duly sworn,  
14 testified as follows:

15 DIRECT STATEMENT

16 WITNESS DOUD: Calvin Doud, C-A-L-V-I-N,  
17 D-O-U-D, Meadow Crest, here. I co-own a house with my  
18 daughter here in Meadow Crest.

19 One thing that's confusing me here tonight  
20 is this \$42 that we used to pay.

21 MR. BETHEA: Speak in the mike.

22 WITNESS DOUD: The \$42 they used to pay and  
23 the \$34 they pay now. And everybody keeps referring  
24 to it as a \$42, as a water bill, and it never was a  
25 water bill. It was a bill complete. And everybody

1 keeps referring it back as a water bill. Garbage pick  
2 up comes to about \$11 a month. Then you had  
3 utilities -- I mean, your lights out there. I'd say  
4 on the average you'd go about \$5 a month per person.  
5 Then you had the maintenance of a pool and a clubhouse  
6 which would probably be another \$5 a month or more to  
7 maintain that for each person. That should be  
8 deducted from the \$42 to say what they paid for the  
9 old water bill -- was paying or a little more, plus  
10 the common taking care of that.

11           So I don't see where you say that the old  
12 bill was \$42 and now it's \$34.

13           MR. BETHEA: Well, we did not say that.

14           WITNESS DOUD: Yeah, but I'm saying this in  
15 the going here, everybody keeps asking, well, you used  
16 to pay 42, but now it's this. But like I say, it was  
17 never clarified that you was paying so much to this.  
18 I understand that Mr. Jones, tomorrow, has paperwork  
19 figuring how much it was, paying for each one of these  
20 utilities. Is that right?

21           Something, and they'll bring that out to you  
22 there. But that's what I want to clarify that these  
23 people was not paying \$42 just for water.

24           MR. BETHEA: Thank you, Mr. Doud.

25           MR. CASEY: Could I ask one question,

1 please? Do you have a bill that spells out what  
2 exactly was included in the \$42? Did they spell that  
3 out on the bill?

4 WITNESS DOUD: In the previous bill was  
5 it --

6 (Audience response.)

7 MR. BETHEA: One at a time, please. One at  
8 a time.

9 WITNESS DOUD: There was never an actual  
10 bill sent out to you, yeah. I never got one of the  
11 bills. I'm a co-owner on the house, but there was  
12 never an actual bill. This was just a -- I know when  
13 we bought the house that this was part of it, putting  
14 it onto our -- when we bought the house, our payments,  
15 that \$42, was to be paid with the house. We bought  
16 the house and the payments, and then we had to pay  
17 another \$42 additional for the services of the  
18 property.

19 MR. BETHEA: Okay. We'll get that  
20 information from Ms. Jones, right? Thank you.

21 MR. CASEY: Mr. Jones would like to say  
22 something again.

23 MR. BETHEA: Let's move through some of  
24 these people who haven't spoke yet. Christine Green,  
25 would you like to speak tonight?

## 1 CHRISTINE GREEN

2 appeared as a witness and, having been duly sworn,  
3 testified as follows:

## 4 DIRECT STATEMENT

5 WITNESS GREEN: Yes, sir. I'm going to make  
6 it quick, I have another engagement. It's Christine  
7 Green, 3877 South Sandpiper Terrace.

8 I don't know, but we have a letter that  
9 Mr. LaFond had typed to us, had sent to us, that he is  
10 in it for a profit. And he -- if I can quote how he  
11 does it. It says, We are not developers and are under  
12 no obligations to the existing property owners of the  
13 Meadow. We have bought the assets of the corporation  
14 and intend to build up, but -- of this subdivision and  
15 make a profit on it and make a profit on sewer and  
16 water company. And he says he will, more or less,  
17 work with us to make it a great place.

18 But what I have to say is -- I'm nervous up  
19 here. Last month my water bill did not get sent out  
20 on time, and I had taken it to the post office. Well,  
21 his son -- I'm not sure if his name is Paul LaFond,  
22 Jr., or -- he had come to my house and asked me about  
23 my water bill. And I had told him that it was sent  
24 out in the mail. And he said, "Well, I have come and  
25 I've already checked one mailbox. Yours was not in

1 your mailbox. I already took a letter out of one  
2 mailbox that there was" -- excuse me, he told me this.  
3 And also, I asked him at the time if he -- about the  
4 water, because there's two months that they have  
5 metered our water. And the first month was like  
6 \$13,000 -- or 13,000 gallons. And I said, "I don't  
7 see how one household could use 13,000 gallons." And  
8 he told me not to go by my paper.

9 Well, the next month my gallons went down to  
10 5,000. I don't know if it was because I had mentioned  
11 it. I had him go out there and show me where the  
12 meter was. He shook the dirt off it and read it to  
13 me. And it said -- he showed me where I used 8,000  
14 gallons. And I said, "How come my bill says 13,000?"  
15 That's when he told me never mind my bill.

16 MR. BETHEA: Were you being billed a flat  
17 rate, though?

18 WITNESS GREEN: Yes, I am. And then his  
19 father, this month my bill has -- my check has been  
20 sent out. And Mr. LaFond has called. He came to my  
21 house, and he has called me twice. And he's now being  
22 nice, but I told him about his son -- you know, it's  
23 like good cop, bad cop. His son does things, and then  
24 he comes around and fixes what his son has done, is  
25 what I've seen.

1           **MR. BETHEA:** Hopefully, that's not going to  
2 happen anymore. Because as we stated earlier, he's  
3 received a letter from us as to how he should bill and  
4 what he should bill. And if you are approached by the  
5 Utility -- what should happen, if you are late on your  
6 bill, the Utility is required to send notice that your  
7 bill is due and payable and give you a reasonable time  
8 period, I think is five days.

9           **WITNESS GREEN:** Yeah, I did get a notice,  
10 and I got a notice that I had to pay \$30 to turn it  
11 back on.

12           **MR. BETHEA:** Well, even that should not  
13 happen in the future. There is no reconnect charge,  
14 is my understanding in the current tariff. Now, there  
15 may be in the final tariff that we approve in this  
16 case, a reconnect fee. I don't believe it will be  
17 that high, but --

18           **WITNESS GREEN:** When his son was out to my  
19 house, he told me that he would not shut it off that  
20 day, but if it was not in there by Monday, that he  
21 would come out there and shut my water off.

22           **MR. BETHEA:** That should not happen again.  
23 You should receive notice, proper notice, from the  
24 Utility. If you don't, then you can give us a call.  
25 Actually, there's a complaint number. Is that



1 included in the -- I believe that's on your notice.  
2 There is an 800 number that you can call the  
3 Commission and complain about those billing practices.  
4 But, hopefully, that won't occur in the future.

5           WITNESS GREEN: And I have called the  
6 postmaster on the other part. Because my bill this  
7 month is missing.

8           MR. BETHEA: By the way, just one more  
9 question. Did you pay a reconnect fee? Did he  
10 actually disconnect you?

11           WITNESS GREEN: No, he did not disconnect  
12 because my bill was in the mail.

13           MR. BETHEA: Okay. Thank you, Ms. Green.  
14 Spokesman for Trumpet of Truth tonight.

15           - - - - -

16           CANDICE MAYS

17 appeared as a witness and, having been duly sworn,  
18 testified as follows:

19           DIRECT STATEMENT

20           WITNESS MAYS: My name is Candice Mays, and  
21 I'm representing Trumpets of Truth International,  
22 67 West Grover Cleveland Boulevard.

23           MR. BETHEA: Spell your last name, please?

24           WITNESS MAYS: M-A-Y-S. What we are finding  
25 here is inconsistency. Mr. LaFond called one of our

1 leadership members, Jackie Fadore, and told her that  
2 we were using 51,000 gallons of water weekly here at  
3 our church. And there was talk of our units, our air  
4 units being water cooled. Well, I had an air  
5 condition technician come out and verify this, look  
6 into this. And he was with Gorham Incorporated, and  
7 his name was Jerry, that came out and checked this.  
8 And our air conditioners are not water cooled, they  
9 are freon. There's no way that we could be using  
10 51,000 gallons of water a week.

11           And then here in our billing from August,  
12 says, "We are being audited by the Public Service  
13 Commission, and we have been instructed to read all  
14 meters as the Commission will set a charge based on  
15 water usage. We know that your water bill will go up  
16 considerably so we want you to know that you have  
17 used" -- and there's no gallons of water here. It's  
18 just a slash.

19           I mean, he calls last week and says we are  
20 using 51,000 gallons of water, and then in our letter  
21 there's not even a meter reading. And so, that's all  
22 I have to say. Thank you.

23           MR. BETHEA: Can you be reached at the  
24 church here?

25           WITNESS MAYS: Yes.

1           MR. BETHEA: I may have my engineer call you  
2 to get that information, because we were under the  
3 assumption that it was water cooled, which I've never  
4 heard of, but I might --

5           UNIDENTIFIED SPEAKER: That's --

6           MR. BETHEA: Mr. LaFond, please don't speak  
7 out. Okay. But we'll get him to verify that through  
8 your contact at the air conditioning place.

9           WITNESS MAYS: Okay.

10          MR. BETHEA: Thank you.

11                 I believe that's it, all that has signed up  
12 to talk. If anyone would like to speak tonight -- go  
13 ahead.

14          WITNESS MAYS: Could I add something else?  
15 That's in this building only that it's freon. The  
16 building over there, the units are water cooled, but  
17 we are not using that building. We are in this  
18 building.

19                 As you can see, we are under construction.  
20 There's a lot of things going on. And that building  
21 over there we've used it probably four times in the  
22 past three years. And the announcement was that we  
23 were to meet over in the Fellowship Hall. The reason  
24 we are not in the Fellowship Hall is because we're  
25 under construction; it's a mess over there. It's like

1 a ghost town. It's very filthy, so we have not used  
2 that building.

3 This is the building that we use, and we  
4 have a membership of probably 35 that come here  
5 weekly. And flushing toilets -- we don't get drink  
6 water from the well; we buy water from Culligan. So  
7 there's no way we can be using 51,000.

8 MR. BETHEA: Do you all irrigate the  
9 property, sprinkle the lawn?

10 WITNESS MAYS: No, sir. We did this past  
11 summer in the front there because we had planted some  
12 greeny in the front. This last summer we did, but  
13 that's the only time that we have used water. But  
14 there's people that come over here all the time from  
15 the neighborhood and uses the water spigots. And  
16 we've come and we've found them turned -- you know,  
17 left on and what have you. But, no, we don't  
18 irritate. Thank you.

19 MR. BETHEA: If anyone else would like to  
20 speak tonight, you are welcome to do so. Please come  
21 forward. Have you been sworn in?

22 WITNESS VARILEK: Yes.

23 MR. BETHEA: Okay. Thanks.  
24  
25

**LAUREL VARILEK**

1  
2 appeared as a witness and, having been duly sworn,  
3 testified as follows:

**DIRECT STATEMENT**

4  
5 **WITNESS VARILEK:** My name is Laurel Varilek,  
6 and I live at 6629 West Seagull.

7 **MR. BETHEA:** You're going to have to spell  
8 that for both of us, I think.

9 **WITNESS VARILEK:** Oh. V, as in  
10 Victor-A-R-I-L-E-K. And I have a letter here dated  
11 June 12th, 1989, and that was from John Wilson. He  
12 was not a resident -- well, yes -- no, not at the time  
13 he wasn't. This says, "Due to the rising costs over  
14 the years related to maintenance, both of central  
15 water and sewer systems, the garbage collection, the  
16 mowing of common areas and the maintenance of the  
17 clubhouse and pool, it is necessary, if these charges  
18 are to continue, to raise the monthly maintenance fee  
19 from the current rate of \$30 to \$42." And that was to  
20 become effective August 1st, 1989. And I moved into  
21 the subdivision in May of 1990. We didn't know how  
22 much we were supposed to pay or how much we were  
23 supposed to pay, and we were told then that it would  
24 be \$42. So at some point in time it was \$30.

25 **MR. BETHEA:** Okay.

1           WITNESS VARILEK: Also, everywhere I've ever  
2 lived I always received, like a postcard, that would  
3 say what my usage was the previous months. And then  
4 it would state what my current usage was. Also, what  
5 my rate was in my bill. I've never received letters  
6 like I've been receiving since the new water company  
7 has started. I don't enjoy getting these letters; I  
8 find them offensive. I don't mind paying my bill; I  
9 don't mind paying what I use, but I don't really enjoy  
10 getting these letters. So, you know, I hope it will  
11 be set up in a more professional manner.

12           Also, I think the water pressure needs to be  
13 looked into because it definitely isn't very forceful.  
14 It just isn't. I don't know why that is, but I've  
15 never had that problem anywhere I've ever lived again,  
16 so I'm not sure what it is.

17           That's really all I have to say. Thank you.

18           MR. BETHEA: Ms. Varilek, do we have that  
19 letter in your package, Ms. Jones?

20           WITNESS BRANDI JONES: No.

21           MR. BETHEA: May we get a copy of that?

22           WITNESS VARILEK: Sure.

23           MR. BETHEA: We're trying to piece together  
24 all of these different rates, so --

25           WITNESS VARILEK: I just found it. I didn't

1 even know I had it. I was looking through, and, oh, I  
2 have --

3 MR. BETHEA: If you like, if you don't have  
4 a copy, we'll send you back one.

5 WITNESS VARILEK: Sure.

6 MR. BETHEA: Anyone else like to speak?  
7 Yes, ma'am.

8 WITNESS ATWELL: My name is Jeanette Samler  
9 Atwell.

10 MR. VACCARO: Would you sworn in?

11 WITNESS ATWELL: No, I wasn't.

12 - - - - -

13 JEANETTE SAMLER ATWELL

14 appeared as a witness and, having been duly sworn,  
15 testified as follows:

16 DIRECT STATEMENT

17 MR. BETHEA: Could you spell your name for  
18 us?

19 WITNESS ATWELL: Sure. The last name is  
20 A-T-W-E-L-L. My former name was Jeanette Samler,  
21 S-A-M-L-E-R. And I moved to this subdivision March 1  
22 of 1984. The mailing address or the resident address  
23 at this time is 3851 South Sandpiper Terrace. I no  
24 longer reside there, but I'm still the property owner.

25 I have informed Mr. LaFond, and whoever else

1 that would be billing me or notifying me, including  
2 Stillwell and Herron, the attorneys that, I think, did  
3 whatever legal transfer of ownership to Mr. LaFond  
4 from the ladies who inherited the John Wilson Trustee,  
5 of my physical mailing address at this time. I said I  
6 wanted to be notified of everything that is happening  
7 as a property owner concerning the utilities.

8 I was called yesterday at noon by Mr. Dennis  
9 Jones at my work place and told me that all of this  
10 has been going on for months. My tenants, they paid  
11 the water and that's about all I knew. Once in a  
12 while they'd say, "There is a letter," and I'd have to  
13 drive through and say, "What's new?" And I question  
14 the validity of a lot of the things that are going on  
15 here.

16 And, also, I wanted to tell you that when  
17 the Meadows of Homassasa, Inc., the old property  
18 managers under Jeannie Verell and Bud Morton, when  
19 they were the property managers, they used to employ  
20 me for \$20 a month to read the water meters.  
21 Approximately, I'd say that went on for about ten  
22 years. And I'd submit the handwritten sheets and my  
23 son would assist me. And we did it basically -- I  
24 thought Jeannie Verell had to submit the actual  
25 readings of each meter to some sort of state



1 regulatory commission, even though we had a flat rate  
2 contained in that 42, per se, a month. That was for  
3 all the common areas.

4           Again, Mr. LaFond now says we no longer own;  
5 he owns our roads, he owns our clubhouse, which he has  
6 sold as a home, I think under an unrecorded agreement  
7 for deed so we can't find it. And I know that's a  
8 separate issue.

9           But we have intelligence, too, and we all  
10 worked hard to start this subdivision and hate to see  
11 it go down the drain. And I just want to help save  
12 it, too, if I live here or not. And if I have any of  
13 the old records of the water meters -- I used to make  
14 copies, I don't know if I do, I'll send them to this  
15 address, okay?

16           MR. BETHEA: Fine. Thank you. Thank you,  
17 Ms. Atwell. Anyone else tonight? Yes, ma'am.  
18 Ms. Jones. Restate your name just for the record,  
19 please.

20           WITNESS BRANDI JONES: Brandi Austin Jones.  
21 I forgot to mention earlier that as I was going around  
22 meeting with different homeowners, I would ask them if  
23 they had received a legal notice that was sent out  
24 back in January, that is the notice of application for  
25 a transfer of water and wastewater certificates. I

1 would like the Commission, either by a show of hands  
2 or some way for the homeowners to let the Commission  
3 know exactly how many people did not receive this  
4 letter.

5           Also, homeowners, as well as tenants, should  
6 be notified of this. The way I understand it, is  
7 anyone that has anything to do with this water  
8 company. And as several of the homeowners have  
9 stated, they do rent their homes out, but they have  
10 requested that any other correspondence be mailed to  
11 their address and not to their tenant which, from what  
12 I could hear, that wasn't happening. But in any case,  
13 I would like by a show of hands or some other way for  
14 people to let it be known if, in fact, they did  
15 receive this legal notice that I have obtained a copy  
16 from.

17           I, personally, did not receive this notice  
18 in the mail; I obtained it from a neighbor. I have  
19 only personally spoke with -- it's either two or three  
20 people who have received this notice. And I think  
21 that's something that needs to be brought forth before  
22 the Commission, especially since Mr. LaFond did sign  
23 an affidavit stating he provided everyone a copy of  
24 this notice that had anything to do with the transfer  
25 from J&J over into the Meadows.

1           Along with that, I think a show of hands  
2 needs to be brought forth about the notice of the  
3 meeting that we are attending here tonight. I do know  
4 of a few people that did not receive that notice. I  
5 am not one of those. I did get that one.

6           **MR. BETHEA:** That are local residents right  
7 now, or not in Canada or somewhere up north?

8           **WITNESS BRANDI JONES:** Yes, that either own  
9 a home in the Meadows Subdivision or are a resident of  
10 there.

11           And, yes, for the record, my husband spoke  
12 with a woman in Orlando who has not received any of  
13 this correspondence. I'd be happy to provide you her  
14 name and stuff at a later date so that you can  
15 correspond with her. She was hoping to get me a  
16 letter stating that prior to this meeting, but I did  
17 not receive it. But she did not receive that stuff,  
18 either.

19           And along with the ones that are in Canada  
20 and there's another resident that I personally spoke  
21 with who was here two weeks ago, that have since left  
22 to go back up north, and they were unaware of anything  
23 that was going on. As far as that goes, they receive  
24 a bill, and that's it. They were unaware of any of  
25 the other underlying issues that we've brought forth

1 here tonight.

2 MR. BETHEA: All right.

3 WITNESS BRANDI JONES: I don't know if you  
4 want to show this for them to see to know what they  
5 are attesting they did or did not receive or how you  
6 want to go about that, but something needs to be  
7 brought forth. Thank you.

8 MR. BETHEA: Thank you. Anyone else  
9 tonight? Okay. If that's it, I'd just remind you  
10 that if you'd like to come forward and tell us that  
11 you would like to receive a final recommendation,  
12 we'll get your name down and send you one. And,  
13 again, the agenda is currently scheduled for November  
14 the 12th. And the recommendation will be filed  
15 October 31st, and you should receive your copy of it a  
16 few days after that. So if you haven't received it in  
17 about a week after that, then give us a call and maybe  
18 we've change the dates on you. But we'll be glad to  
19 send you a copy.

20 MR. CASEY: If anybody has come in late, we  
21 would ask you to sign in on the sheets, so we have the  
22 information that you were here.

23 And also, as Mr. Bethea stated, if you have  
24 any questions about the rate case, my name and phone  
25 number are on those green sheets. If you have a

1 complaint or any other problem, you can also call our  
2 Consumer Affairs Office. The phone number for our  
3 Consumer Affairs Office is inside the telephone book  
4 of every telephone book in the State of Florida. It's  
5 an 800 number. And I would personally like to thank  
6 the church. It's a beautiful church and we thank them  
7 for letting us have the meeting here.

8 MR. BETHEA: Thank you all for coming. Good  
9 night.

10 (Thereupon, the customer meeting concluded  
11 at 7:45 p.m.)

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1 STATE OF FLORIDA)  
2 COUNTY OF LEON )

## CERTIFICATE OF REPORTER

3 I, ROWENA NASH HACKNEY, Official Commission  
4 Reporter,

5 DO HEREBY CERTIFY that the Customer Meeting  
6 in Docket No. 960523-WS was heard by the Staff of the  
7 Florida Public Service Commission at the time and  
8 place herein stated; it is further

9 CERTIFIED that I stenographically reported  
10 the said proceedings; that the same has been  
11 transcribed under my direct supervision; and that this  
12 transcript, consisting of 78 pages, constitutes a true  
13 transcription of my notes of said proceedings.

14 DATED this 8th day of October, 1996.

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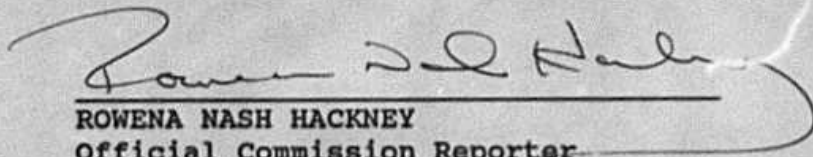
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ROWENA NASH HACKNEY  
Official Commission Reporter  
(904) 413-6736