



# Public Service Commission

**-M-E-M-O-R-A-N-D-U-M-**

**DATE:** October 9, 1996  
**TO:** Records and Reporting  
 Division of Legal Services, Raj Agarwal  
**FROM:** Division of Water & Wastewater, J. Travis Coker *JTC*  
**RE:** DOCKET NO. 960057-WS, Application for water and wastewater certificate under grandfather rights in Charlotte County by Burnt Store Colony R.O. Association, Inc.

Please include the attached information in the above referenced docket file. If you have any additional questions, please do not hesitate to call me.

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- ROH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE  
 10843 OCT 10 96  
 FPSC-RECORDS/REPORTING

LAW OFFICES  
SKELDING, LABASKY, CORY, EASTMAN, HAUSER & JOLLY  
A PROFESSIONAL ASSOCIATION  
THE MADIGAN BUILDING  
318 NORTH MONROE STREET  
TALLAHASSEE, FLORIDA 32301

WILLIAM W. CORY  
LINDA C. COX  
SONYA K. DAWS  
ROBERT H. DODD, JR.  
DAVID D. EASTMAN  
BARBARA C. FROMM  
JAMES C. HAUSER  
JOHN W. JOLLY, JR.  
RONALD A. LABASKY  
CARL R. PETERSON, JR.  
PATRICK J. PHELAN, JR.  
JACK M. SKELDING, JR.  
GAYLE S. SWEDMARK  
WILLIAM R. WATERS, JR.

September 24, 1996

W. W. GARDNER, JR.\*  
SUSAN MARKS\*  
JOHN P. NOBLE, JR.\*  
GOVERNMENTAL CONSULTANTS  
\*NOT A MEMBER OF THE  
FLORIDA BAR

MILLARD F. CALDWELL (1997 - 1984)  
JOHN A. MADIGAN, JR. (1919 - 1984)

REPLY TO: P. O. BOX 669  
TALLAHASSEE, FL 32302  
TELE: (904) 222-3730  
FAX: (904) 224-6422

J. Travis Coker  
Regulatory Analyst  
Division of Water and Wastewater  
Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

**RECEIVED**  
SEP 25 1996

Florida Public Service Commission  
Division of Water and Wastewater

*Re: Burnt Store Colony RO Association, Inc.; Docket No. 960057-WS*

Dear Mr. Coker:

In response to your telephone inquiry on September 23, 1996, please be advised that all of the lots in the mobile home park are owned by the non-profit association as landlord. None of the lots are individually deeded to any of the residents.

Hopefully, this answers your remaining inquiry in this regard.

Please contact me if you have any further questions.

Sincerely,

  
Carl R. Peterson, Jr.

CRPjr/bhc  
xc: Mr. Cal Lustig

LAW OFFICES  
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GAYLE S. SWEDMARK  
WILLIAM R. WATERS, JR.

September 9, 1996

**RECEIVED**  
SEP 09 1996

Florida Public Service Commission  
Division of Water and Wastewater  
JOHN P. NOBLE, JR.\*  
GOVERNMENTAL CONSULTANTS  
\*NOT A MEMBER OF THE  
FLORIDA BAR

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REPLY TO: P. O. BOX 669  
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TELE: (904) 222-3730  
FAX: (904) 224-6422

Via: Hand Delivery

J. Travis Coker  
Regulatory Analyst  
Division of Water and Wastewater  
Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

**RECEIVED**

SEP 11 1996

Florida Public Service Commission  
Division of Water and Wastewater

*Re: Burnt Store Colony RO Association, Inc.; Docket No. 960057-WS*

Dear Mr. Coker:

The expected affidavit from my client finally arrived in my office Friday morning. I am enclosing the original affidavit as an attachment to this letter.

Confirming our previous discussions and my separate discussion with Mr. Raj Agarwal, and in reliance upon the Commission's representations that it would likely grant an exemption from regulation under the Burnt Store Colony RO Association, Inc.'s present factual circumstances, please consider this letter as a request to withdraw Burnt Store Colony RO Association, Inc.'s previous request for a grandfather certificate. Thus, please also consider this letter as a request for refund of the grandfather certificate application fee.

Further, because Burnt Store Colony RO Association, Inc., will not be separately charging for water or wastewater service, please consider this request as an exemption request and/or for a non-jurisdictional finding pursuant to Rule 25-30.060, F.A.C.

Finally, pursuant to the current requirements of Rule 25-30.060(2), F.A.C., this renewal and reapplication for an exemption from regulation or request for non-jurisdictional finding contains the required information in the enclosed Attachment.

As shown in the attached affidavit, the Burnt Store Colony RO Association, Inc., no longer charges for water and wastewater service to the adjacent Country Store. Furthermore, they are not separately charging for water and wastewater service to any of the residents of Burnt Store Colony Mobile Home Park. Therefore, it appears they meet the requirements contained in Rule 25-30.060, F.A.C.

Please contact me if you have any further questions regarding this matter. Thank you again for your courtesy, cooperation and assistance in resolving this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl R. Peterson, Jr.", written over a printed name.

Carl R. Peterson, Jr.

CRPjr/bhc

Enclosure

xc: Mr. Cal Lustig (w/o encl.)

**ATTACHMENT TO APPLICATION FOR EXEMPTION  
BY BURNT STORE COLONY RO ASSOCIATION, INC.**

Pursuant to 25-30.060(2), F.A.C., the following information is provided to support the exemption from regulation requested by Burnt Store Colony RO Association, Inc.:

- a. The name of the system owner: Burnt Store Colony RO Association, Inc.
- b. The physical address of the system: 15550 Burnt Store Road, Punta Gorda, Florida, 33955.
- c. Mailing address of the applicant: Same as above.
- d. Name, address and telephone number of the primary contact person for the exemption request: Carl R. Peterson, Jr., Esq., Skelding, Labasky, Corry, Eastman, Hauser & Jolly, 318 North Monroe Street, Tallahassee, Florida 32302. Phone Number: 904-222-3730.
- e. The nature of the applicant's business organization: Corporation.
- f. The applicant herein is aware that pursuant to Section 837.06, Fla. Stat., whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

This exemption from regulation is sought pursuant to the landlord's exemption contained in §367.022(5), Fla. Stat. (1995), and, for a non-jurisdictional finding pursuant to s. 367.021(12), Fla. Stat., because the applicant herein does not charge for providing utility service to The Country Store. As noted in the affidavit attached to this

renewed exemption application, the applicant herein provides water and wastewater service to residents of Burnt Store Colony Mobile Home Park and to a nearby entity commonly known as "The Country Store."

Pursuant to Rule 25-30.060(3)(e), F.A.C., the applicant herein provides service solely to tenants, except as noted, and the charges for its water and wastewater services are non-specifically contained in rental charges. The applicant provides water service and wastewater service to its tenants. A copy of the most recent standard lease or rental agreement has previously been provided to the Public Service Commission. An additional copy is attached hereto.

BURNT STORE COLONY R.O. ASSOCIATION, INC.  
RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_ by and between the Burnt Store Colony R.O. Association, Inc., hereinafter referred to as LANDLORD and \_\_\_\_\_ hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the lot rental amount, covenants and agreements to be kept and performed by tenant hereunder, Landlord demises to Tenant and Tenant leases from Landlord the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term.

2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Rental Agreement.

3. Landlord hereby leases to Tenant for installation thereon of Tenant's mobile home the certain property described as lot # \_\_\_\_\_, to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of \_\_\_\_\_ adult(s) and \_\_\_\_\_ child(ren). In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulation of the Park, or applicable laws.

4. The term of this rental agreement shall be for a period of \_\_\_\_\_ months, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_.

5. Tenant's Financial Obligations  
A. RENT:

\$ \_\_\_\_\_ per month, payable in advance on the \_\_\_\_\_ day of each month. All rental payments are payable to:

Burnt Store Colony R.O. Assoc., Inc.  
15550 Burnt Store Road  
Punta Gorda, Florida 33955

B. SPECIAL USE FEES:

In addition to the rental amount the tenant agrees to pay the following fees and charges:

- 1. Entrance Fee for New Manufactured Home in Park --- However, no entrance fee may be charged by the Park Owner to the purchaser of a mobile home situated in the Park that is offered for sale by a resident of the Park. \$ \_\_\_\_\_
- 2. Charges for Cable Television and Other Educational Entertainment Services --- \$ \_\_\_\_\_
- 3. Fire Assessment of Taxes Applicable to Individual Homes

- |     |   |          |
|-----|---|----------|
|     | or Lots ---   | \$ _____ |
| 4.  | Additional Residents or Long Term Guests Over Two<br>in a Home ---  | \$ _____ |
| 5.  | Storage Fee and Charge for Second Vehicle, Boats,<br>Recreation Vehicles, Trucks, Trailers, etc.                                  | \$ _____ |
| 6.  | Returned Checks or Other Collection Problems at<br>Cost and Office Charge ---   | \$ _____ |
| 7.  | Yard Clean-up - When Not Done Properly by Home<br>Owner at Cost and Office Charge ---   | \$ _____ |
| 8.  | late Rental Fee if rent is not Received by the<br>10th Day of Each Month ---  | \$ _____ |
| 9.  | Any Payment Reasonable Made by the Park on<br>Behalf of a Resident for the Protection, Service, or<br>Convenience of the Resident | \$ _____ |
| 10. | Pet Fees ---  | \$ _____ |
| 11. | Installation and Set-up Charges ---   | \$ _____ |
| 12. | Charges of Utility Services   | \$ _____ |
| 13. | Service Fees for Service Provided by the Park for<br>any Repair, Maintenance, or Service Done                                     | \$ _____ |
| 14. | Repair Fees   | \$ _____ |
| 15. | Lawn Mowing Fees ---  | \$ _____ |

All other Services required by the resident are solely the resident's responsibility.

#### C. PASS-THROUGH CHARGES

The mobile home owner will be responsible for payment of pass-through charges which are the home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact of hookup fees incurred for capital improvements required for public or private utilities or any other fee or charge that may be defined as a pass-through charge by law. The charges may be assessed more frequently than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of leased mobile home spaces in the park.

#### D. GOVERNMENT AND UTILITY CHARGES

The mobile home owner will be responsible for payment of government and utility charges charged to the Park Owner by state or local government or utility companies. Certain government and utility charges may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces in the Park. However, the Park Owner reserves the right to recoup those costs in the form of future rent increases or other



charges.

#### E. ASSESSMENTS

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner as set forth in the section on increases in lot rental amounts of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental for the period during which the assessment is to be imposed.

6. The Landlord may raise the amount of lot rental amount annually effective the 1st day of February, 199\_\_\_\_. The Landlord will furnish at least ninety (90) days advance notice to a tenant of any increase in lot rental amount. Pass-through charges and certain government and utility changes as allowed by law may be increased more often than annually. Increases in lot rental amount will be determined in the manner disclosed in the prospectus. The increased lot rental amount shall automatically become a part of the rental agreement upon renewal unless the tenant shall advise the landlord in writing thirty (30) days prior to the expiration of the current term of tenants intention to vacate the premises and not enter into a new term.

7. It is hereby understood and agreed that the Landlord will furnish recreation facilities, water (for normal consumption), sewage, and garbage service to the Tenant. All other services are on a fee-paid basis, and are the residents' sole responsibility.

8. The Tenant agrees to abide by all Rules and Regulations of the Landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the park and for the health safety and welfare of the resident of the park. The parties hereto agree that the rules and regulations will not be changed without written notification to the tenant at least ninety (90) days prior to implementation of such change, in accordance with procedures proscribed by Chapter 723, Florida Statutes.

9. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific written consent of the Landlord. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.

10. Landlord may evict Tenant for:
- a. non-payment of lot rental amount;
  - b. conviction of a violation of a federal or state law or local ordinance, which violation may be deemed detrimental to the health, safety or welfare of the other residents of the park;
  - c. violation of a park rule or regulation, this rental agreement or Chapter 723 F.S., as prescribed by 723.081, Florida Statutes;
  - d. a change in the use of land comprising the mobile home park or portion thereof;
  - e. failure of the purchaser of the mobile home situated in the park to be qualified as an obtain approval to become a tenant, such approval being required by the rules and regulations attached hereto.

11. The parties agree that if the landlord determines that the tenant is to be evicted for violating the Rules and Regulations of the Park, Landlord will deliver written notice of the grounds upon which tenant is to be evicted, at least thirty (30) days prior to the time tenant is to vacate the premises.

12. If the tenant shall fail to pay the lot rental amount specified herein at the time and manner stated, or fails to keep Rental Agreement, the Landlord may, at his option, terminate this Rental Agreement and all rights of the Tenant of the Tenant hereunder, at which time the Tenant agrees to vacate the premises after termination, the Landlord may bring an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expanded by Landlord.

13. The rights of the Landlord contained herein are cumulative, and failure of the Landlord to exercise any right shall not operate to forfeit any other rights of the Landlord. No waiver by the Landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

14. This Rental Agreement is a lifetime rental agreement and shall not be binding upon, and inure to the benefits of the Tenant's heirs, personal representative, successors and assigns.

15. A purchaser of Tenant's mobile home must qualify with the requirements for entry into the park under Park Rules and Regulations which must be approved in writing by the Landlord.

16. In the event that during the term of this Rental Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate his Rental Agreement as of the date of taking; however, in no event shall Tenant be entitled to or have any right in the proceeds awarded to Landlord in such proceeding. Landlord agrees to prorate any lot rental amount received by Landlord from Tenant as of the date of taking as long as the Tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

17. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied or written. No termination, revocation waiver, modification or amendment of this agreement shall not be void thereby.

18. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

19. In the event that any section, paragraph or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections, paragraph, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

20. It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damages or injury by water, which may be sustained by the said Tenant or other person or any other damage or injury resulting from carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said property.

IN WITNESS WHEREOF, the parties have executed this Lease as the day and year first above written.

LANDLORD

\_\_\_\_\_  
TENANT

BY: \_\_\_\_\_

\_\_\_\_\_  
TENANT

\_\_\_\_\_

\_\_\_\_\_  
WITNESS TO TENANT/LESSEE

\_\_\_\_\_  
WITNESS TO LANDLORD/LESSOR

\_\_\_\_\_  
WITNESS TO TENANT/LESSEE

\_\_\_\_\_  
WITNESS TO LANDLORD/LESSOR

STATE OF FLORIDA  
FLORIDA PUBLIC SERVICE COMMISSION

IN RE:

Docket No. 960057-WS

Burnt Store Colony RO Association, Inc.  
Application for Water and Wastewater  
Grandfather Rights

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AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

BEFORE ME, the undersigned authority, personally appeared CALVIN LUSTIG, who after being duly cautioned and sworn deposes and says:

1. My name is Calvin Lustig.
2. I am the President of the Burnt Store Colony RO Association, Inc., the park owner of the Burnt Store Colony Mobile Home Park and the applicant herein.
3. After review of the requirements for exemption from regulation as a utility under the Florida Statutes, the Burnt Store Colony RO Association, Inc., and the owner of the adjacent "Country Store" have agreed to cease separately charging the Country Store for the provision of water and wastewater services.
4. At the present time, there is no other means of obtaining water or wastewater service for the owners of the Country Store. In the foreseeable future, however, water service may become available to the Country Store through a separately regulated utility, Southern States Utilities. At that time, if and when it does become

available, the Country Store will separately obtain water service as a customer of Southern States Utilities.

I declare under penalty of perjury that the foregoing is true and correct. Further affiant sayeth not.

Calvin Lustig  
CALVIN LUSTIG

SWORN and subscribed to before me this 31<sup>st</sup> day of August, 1996, by CALVIN LUSTIG.

Janet L. Kocur  
NOTARY PUBLIC  
JANET L. KOCUR  
Print, type or Stamp Name of Notary Public

Personally Known  \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



JANET L. KOCUR  
My Commission CC377489  
Expires Jun. 01, 1998  
Bonded by A&S  
600-852-5878

3"	Turbine	17.5
4"	Displacement or Compound	25.0
4"	Turbine	30.0
6"	Displacement or Compound	50.0
6"	Turbine	62.5
8"	Compound	80.0
8"	Turbine	90.0
10"	Compound	115.0
10"	Turbine	145.0
12"	Turbine	215.0

(c) Where undeveloped land is adjacent to a system or proposed system the Commission may, where appropriate, estimate ERCs for service to future development on the adjacent undeveloped land. Unless the Commission determines that valid local statistical data should be used, ERCs for residential acreage should be estimated as follows:

Residential Use	ERCs/Acre
Mobile home	4.8
Detached single family	4.0

Estimates for other types of residential acreage and for commercial and industrial uses shall be made on a case by case basis.

*Specific Authority 350.127(2), 367.121(1)(f) FS, Law Implemented 367.022(6) FS, History—New 1-5-84, Formerly 25-10.10, 25-10.010, Amended 11-10-86.*

#### 25-30.060 Application for Exemption from Regulation of Nonjurisdictional Floding.

(1) Each application for an exemption shall be filed in original and four copies, with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870. Sample application forms may be obtained from the Division of Water and Wastewater, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850.

(2) Each application for an exemption from regulation shall contain the following information:

- The name of the system owner;
- The physical address of the system;
- The mailing address of the applicant, if different from the system address;
- The name, address, and phone number of the primary contact person for the exemption request;
- The nature of the applicant's business organization, e.g., corporation, partnership, limited partnership, sole proprietorship, association; and
- A statement that the applicant is aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(3) Each application must specifically state which type of exemption is being applied for and contain one of the following:

(a) For an exemption pursuant to Section 367.022(1), Florida Statutes, a statement from the owner of the system that the system is used solely to provide bottled water and that water is not provided to customers through a water main or service pipe;

(b) For an exemption pursuant to Section 367.022(2), Florida Statutes, a statement from the

governmental authority specifying the statutory authority for the governmental authority; that the system is owned, operated, managed, or controlled by the governmental authority; and stating whether it provides water service, wastewater service or both. The applicant shall describe with particularity the nature of the ownership, operation, management, and control of the system;

(c) For an exemption pursuant to section 367.022(3), Florida Statutes, a statement from the manufacturer that service is provided solely in connection with its operations; and stating whether it provides water service, wastewater service or both;

(d) For an exemption pursuant to section 367.022(4), Florida Statutes, a statement from the public lodging establishment that service is provided solely in connection with service to its guests; and stating whether it provides water service, wastewater service or both;

(e) For an exemption pursuant to section 367.022(5), Florida Statutes, a statement from the landlord that it provides service solely to tenants; that charges for service are non-specifically contained in rental charges; and stating whether it provides water service, wastewater service or both. A copy of the landlord's most recent version of a standard lease or rental agreement, shall be submitted with the application;

(f) For an exemption pursuant to section 367.022(6), Florida Statutes, a statement from the owner of the system that the system has or will have the capacity to serve 100 or fewer persons; and stating whether it provides water service, wastewater service or both. The applicant shall submit documentation verifying the capacity of the system(s). For a wastewater system, the capacity of both the treatment and disposal facilities shall be documented;

(g) For an exemption pursuant to section 367.022(7), Florida Statutes, a statement that it provides service solely to members who own and control it; and stating that it provides water service, wastewater service or both.

1. When the applicant is a condominium formed pursuant to the Condominium Act, Chapter 718, Florida Statutes, it must provide:

a. A copy of the certificate obtained from the Secretary of State showing that it is formed under Chapter 718, Florida Statutes;

b. A statement as to whether the applicant's articles of incorporation and bylaws contain the requirements for turnover of control of the condominium to the nondeveloper members as set

out in Chapter 718, Florida Statutes. If turnover of control has not occurred, a statement as to the date turnover of control to the nondeveloper members is expected to occur.

2. When the applicant is a cooperative formed pursuant to the Cooperative Act, Chapter 719, Florida Statutes, it must provide:

a. A copy of the certificate obtained from the Secretary of State showing that it is formed under Chapter 719, Florida Statutes;

b. A statement as to whether the applicant's articles of incorporation and bylaws contain the requirements for turnover of control of the cooperative to the nondeveloper members as set out in Chapter 719, Florida Statutes. If turnover of control has not occurred, a statement as to the date turnover of control to the nondeveloper members is expected to occur.

3. When the applicant is a nonprofit corporation formed pursuant to Chapter 617, Florida Statutes, it must provide:

a. The articles of incorporation as filed with the Secretary of State and the bylaws which documents must demonstrate that it provides service solely to members who own the corporation;

b. A description of the voting rights and their location in the articles of incorporation and the bylaws. The voting rights shall be one vote per unit of ownership or other voting rights if the Commission finds they are fair and nondiscriminatory so that members have equitable control of the corporation.

c. In circumstances where the applicant is a nonprofit corporation formed by a developer pursuant to Chapter 617, Florida Statutes, it must provide documentation showing that control has passed or, if not, the circumstances under which control of the corporation will pass to the nondeveloper members. The time must not exceed seven years from the date of incorporation unless the Commission finds that special circumstances justify a longer time.

(h) For an exemption pursuant to section 367.022(8), Florida Statutes, a statement from the reseller that service is provided at a rate or charge that does not exceed the actual purchase price; stating that the reseller is aware of the requirements of Rule 25-30.111, Florida Administrative Code; stating that the reseller is aware of the requirements of section 367.122, Florida Statutes, and Rules 25-30.262, .263, .264, .265, .266 and .267, Florida Administrative Code, relating to examination and testing of meters; and stating whether it provides water service, wastewater service or both. The reseller must also provide the name of the utility providing service to it and that utility's current rates and charges. The reseller must submit a schedule of all of its proposed rates and charges, an explanation of the proposed method of billing customers, separately, for both water and wastewater, and a schedule showing that the amount billed will not exceed the amount paid for water, wastewater, or both;

(i) For an exemption pursuant to section 367.022(9), Florida Statutes, a statement from the

owner of the wastewater system that the system is primarily for the treatment of wastewater other than domestic wastewater, such as runoff and leachate from areas that receive pollutants associated with industrial or commercial storage, handling or processing; and identifying the principal source or nature of such wastewater;

(j) For a nonjurisdictional finding pursuant to section 367.021(12), Florida Statutes, a statement from the system owner stating that it does not charge for providing utility service; specifying how operational costs of providing service are treated or recovered; and stating whether it provides water service, wastewater service, or both.

*Specific Authority 350.127(2), 367.121(1) FS. Law Implemented 367.021(12), 367.022, 367.031 FS. History—New 1-5-92, Amended 11-30-93, 2-15-95.*

#### 25-30.090 Abandonments.

(1) This rule applies to any person, lessee, trustee, or receiver owning, operating, managing, or controlling a utility which intends to abandon the utility. The provisions of this rule are intended to prevent service interruptions to the utility customers.

(2) The notice required by section 367.165, F.S., shall include the following:

(a) The utility's name and address;

(b) The person to contact regarding this notice, their address and telephone number;

(c) The location of the utility's books and records;

(d) The date of the notice;

(e) The date the utility will be abandoned;

(f) Whether the water system, wastewater system, or both are to be abandoned;

(g) A statement of the reason the utility is to be abandoned;

(h) A statement of the status of the utility with the Department of Environmental Protection regarding outstanding citations or violations.

(3) Within 10 days of the appointment of a receiver by the circuit court, the receiver shall request from the Commission a copy of the utility's tariff and most recent annual report.

(4) Within 90 days of the appointment of the receiver, the receiver shall file a proposed tariff revision amending the title page to reflect the name, address and telephone number of the receiver. This shall not affect the certificated name of the utility.

(5) During the pendency of the receivership, the receiver shall be responsible for fulfilling the utility's obligations pursuant to Chapter 367, F.S., and Chapter 25-30, F.A.C. In no event shall a receiver be held responsible for failure to provide safe, efficient and sufficient service where such failure is substantially caused by actions or omissions pre-dating appointment of the receiver, unless the receiver is given reasonable opportunity to rectify such failure.

(6) If the receiver appointed by the circuit court is a governmental authority as defined by section 367.021(7), F.S., the governmental authority, upon request, shall be found exempt pursuant to section 367.022(2), F.S.



# Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: August 28, 1996  
TO: Records and Reporting  
Division of Legal Services, Raj Agarwal  
FROM: Division of Water & Wastewater, J. Travis Coker *Jc*  
RE: DOCKET NO. 960057-WS, Application for water and wastewater grandfather rights in Charlotte County by Burnt Store Colony R.O. Association, Inc.

**RECEIVED**  
AUG 29 1996  
FPSC RECORDS AND REPORTING

Please include the attached information in the above referenced docket file. If you have any additional questions, please do not hesitate to call me.

DOCKET NUMBER - DATE

03191 AUG 29 1996

FPSC - RECORDS AND REPORTING



LAW OFFICES  
SKELDING, LABASKY, CORRY, EASTMAN, HAUSER & JOLLY  
A PROFESSIONAL ASSOCIATION  
THE MADIGAN BUILDING  
318 NORTH MONROE STREET  
TALLAHASSEE, FLORIDA 32301

WILLIAM W. CORRY  
LINDA C. COX  
SONYA K. DAWS  
ROBERT H. DODD, JR.  
DAVID D. EASTMAN  
BARBARA C. FROMM  
JAMES C. HAUSER  
JOHN W. JOLLY, JR.  
RONALD A. LABASKY  
CARL R. PETERSON, JR.  
PATRICK J. PHELAN, JR.  
JACK M. SKELDING, JR.  
GAYLE S. SWEDMARK  
WILLIAM R. WATERS, JR.

August 21, 1996

W. W. GARDNER, JR.\*  
SUSAN MARYS\*  
JOHN P. NOBLE, JR.\*  
GOVERNMENTAL CONSULTANTS  
\*NOT A MEMBER OF THE  
FLORIDA BAR

MILLARD F. CALDWELL (1897 - 1984)  
JOHN A. MADIGAN, JR. (1919 - 1984)

REPLY TO: P. O. BOX 669  
TALLAHASSEE, FL 32302  
TELE: (904) 222-3730  
FAX: (904) 224-6422

J. Travis Coker  
Regulatory Analyst  
Division of Water and Wastewater  
Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

**RECEIVED**

AUG 24 1996

Florida Public Service Commission  
Division of Water and Wastewater

*Re: Burnt Store Colony RO Association, Inc.; Docket No. 960057-WS*

Dear Mr. Coker:

This letter confirms our recent series of telephone calls and a subsequent telephone conversation with Mr. Raj Agarwal.

I have forwarded an appropriate affidavit for my client's consideration and execution. As soon as that Affidavit is received, I intend to withdraw the request for grandfather certificate and renew their previous request for exemption. The basis for the exemption would be that the services provided to the Country Store are done without charge, and that there is no other means of providing service to the Country Store location at this time.

Please contact me if you have any questions at this time. Thank you for your courtesy and patience in resolving this matter.

Sincerely,

  
Carl R. Peterson, Jr.

CRPjr/bhc

xc: Mr. Cal Lustig