



# Public Service Commission

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

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**DATE:** April 23, 1998  
**TO:** Division of Records and Reporting  
**FROM:** Division of Legal Services (Vaccaro) *W*  
**RE:** Docket No. 980163-WU - Complaint of Robert and Ruth Lawrence against Terra Mar Village Utilities, Inc., regarding termination of water service in Volusia County.

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Please file the attached in the docket file for the above-referenced docket.

TV/dr

cc: Division of Water and Wastewater (Fuchs)  
Harold McLean, Esquire, Office of Public Counsel  
Mr. Robert Lawrence  
Mr. Joseph Uddo

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC   /
- WAS \_\_\_\_\_
- WTH \_\_\_\_\_

DOCUMENT NUMBER DATE  
**04603 APR 24 88**  
 FPSC-RECORDS REPORTING

Received by Lawrence  
4-20-96



# TERRA MAR VILLAGE

A Waterfront Community

4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3642

April 4, 1995

## RECEIVED

APR 12 1995

Mr. Robert T Davis  
Public Service Commission  
Fletcher Building  
101 East Gaines Street  
Tallahassee, FL 32399-0850

Florida Public Service Commission  
Division of Water and Wastewater

Dear Mr. Davis

In answer to your letter dated March 30, 1995, concerning Mr Lawrence complaint, please find the answer to your questions in order you put forth:

#1 INQUIRY: Submit documentation of what level of chlorine is typical of the treated water leaving the plant and what level is found when you test at the remote tap?

ANSWER: Please find enclosed operators monthly report showing exactly what the County requires from us, including the chlorine levels that are within State standards.

#2 INQUIRY: How many outages has been there since July 1, 1994, what dates did those ourages occur, and how long was service interrupted by those outages?

ANSWER: The only outages was when we had a Water Main broakage on County Road dated in August, 1994. Enclosed please find boiled water notice from HRS and building permit from Volusia County. This did not affect Mr. Lawrence for he was up North at this time.

☆ = LIE ←

#3 INQUIRY: Is the water served to the customers of TMV blended with the raw water supply?

ANSWER: No! We do not blend the water.

#4 INQUIRY: What is your program of flushing after a line break?

⊗ LIE  
is to expensive!

ANSWER: We flush when necessary.

*How do you determine when its necessary?  
How often is necessary?  
How long does each fresh valve remain open?  
How many flush valves are flushed when its necessary?*

*When line have been open after repair etc.*

#5 INQUIRY: How many Chloride tests have been taken during the last three months, what was the results of these tests, and what is the pH of the treated water leaving the plant?

ANSWER: Once per year Enclosed is the report of Analysis that the County re-

quired as of August, 1994. This is the reason TMV went out of compliance when Mr. Covington and Mr Ayers was in control.

#6 INQUIRY: Provide the documentation what the ditch transporting the backwash water to the lagoon is approved by the Volusia County Health and the utility has approval to dump reject into surface waters.

ANSWER: No documentation was found by Ron Wilson, our engineer that Mr. Covington applied for permit. We are working with the County in resolving this problem. The County is happy with us and is working to take of the problem. This problem has no bearing in our quality of water that we provide for our residents.

#7 INQUIRY: Since July 1, 1995, how many customers have had their water service terminated (specifically Mr. Lawrence), were they notified prior to service termination, how long were they given to pay prior to disconnect, how many notices were sent to those customers prior to termination, and what were the reasons their service was terminated? NOT ANSWERED

\* ERROR IN ANSWER: BUSINESS DAYS

ANSWER: A five (5) day notice was sent to Mr. Lawrence on Sept. 20, 1994. He was in arrears from July, 1994 on utilities. Subsequently he had his water supply cut off (Sept. 26). This is the procedure for all and anyone that is in arrears for Utilities. We require two (2) checks; one for Utilities and one for Amenities/Rent. In spite of what you may hear, majority of our residents are happy with water service and pay their Utilities. + LIE  
BLIE  
4-27-94  
EXCESSIVE UNRELATED & WATER LOCK-OUT

Hoping this will answer all of your inquiries to your satisfaction. If not do not hesitate to call me.

Sincerely,

Joe Uddo

Post a Telephone message and 7000

To: Joe Uddo

Date: 8/25/95 Time: 1:11

**WHILE YOU WERE OUT**

M: Engene Elliott

at: Home

Phone No. 325-2306

TELEPHONED	<input checked="" type="checkbox"/> PLEASE CALL
WAS IN TO SEE YOU	<input type="checkbox"/> WILL CALL BACK
WANTS TO SEE YOU	<b>URGENT</b>
RETURNED YOUR CALL	

M. message: A. Review Application on March 29, 95

Filed Industrial Waste Permit

Operator: [Signature]

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the date and year first above written.

Signed, sealed and delivered in the presence of:

TERRA MAR VILLAGE,  
a Florida Limited Partnership

By: \_\_\_\_\_  
its: \_\_\_\_\_

THE DEVELOPER GUARANTEES TO THE BUYER THAT THE ASSESSMENT FOR COMMON EXPENSES OF THE COOPERATIVE IMPOSED UPON THE SUBJECT UNIT WILL NOT INCREASE ABOVE \$45.00 PER UNIT PER MONTH PRIOR TO THE DATE OF THE TRANSFER OF CONTROL OF THE ASSOCIATION AS PROVIDED IN THE DECLARATION.

ANY PAYMENT IN EXCESS OF TEN (10) PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

DEPOSIT IN AMOUNT OF \$ \_\_\_\_\_ IS ACKNOWLEDGED BY TERRA MAR VILLAGE, a Florida Limited Partnership, which sum shall be held in escrow by Southeast Bank, N.A., Edgewater, Florida.

Buyer shall be provided with a receipt for his deposit hereunder upon request.

TERRA MAR VILLAGE,  
a Florida Limited Partnership

\_\_\_\_\_  
Authorized Agent



# TERRA MAR VILLAGE

A Waterfront Community

4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3662

## F A X COVER SHEET

TO: Beverly S. DEMELLO AND TIM  
VIACCARO

FROM: JOE CUDDO TERRA MAR VILLAGE

# OF SHEETS 6 INCLUDING COVER SHEET

REMARKS Please give copy to Tim

THANK YOU  
Joe Cuddo

7  
IN THE CIRCUIT COURT, SEVENTH  
JUDICIAL CIRCUIT, IN AND FOR  
VOLUSIA COUNTY, FLORIDA

CASE NO.: 93-31397-CICI  
DIVISION: 30 (J. Johnson)

FRANK J. UDDO, ALBERT  
PICA, and JOSEPH UDDO,  
as Trustees,

Plaintiffs,

vs.

MICHAEL D. MAGNA, RAY AYRES and  
DOT JASPERSON, individually and  
as General Partners of TERRA MAR  
VILLAGE, a Florida limited  
partnership, et al.,

Defendants.

ORDER GRANTING PLAINTIFFS' MOTION FOR DISCHARGE OF  
RECEIVER AND APPOINTMENT OF SUCCESSOR RECEIVER

THIS ACTION was heard on Plaintiffs' Motion For Substitution of Receiver, whereby Plaintiffs requested that this Honorable Court discharge the Receiver, GERALD POTTS of Contemporary Property Management, Inc., from all duties and obligations heretofore assumed by GERALD POTTS, and in turn, appoint FRANK J. UDDO as Successor Receiver for the property which is the subject matter of the above-captioned matter, and the Court, having received evidence and testimony without objection, makes the following finding of facts:

A. That paragraphs A through E of this Honorable Courts' order granting Plaintiffs' Motion For Appointment of Receiver and Appointment of Receiver, dated September 10, 1993, remain in effect.

IT IS ORDERED AND DECREED:

1. That the subject property shall remain in its current state of receivership.

2. That the receiver, GERALD POTTS of Contemporary Property Management, Inc. is her by discharged from his duties as Receiver.

3. That this Court hereby appoints FRANK J. UDDO as Successor Receiver of the property which is the subject matter of the above-captioned matter.

4. That the above-named Successor Receiver shall, within fifteen (15) days from the date of this Order, file an Oath of Receiver with this Court.

5. That the above-named Successor Receiver shall serve without bond.

6. That the above-named Successor Receiver shall serve without payment or compensation of any kind for services rendered.

7. That the above-named Successor Receiver shall retain the authority and power to appoint a staff in order to insure the efficient and effective performance of his duties.

8. Upon filing of the Oath, the above-named Successor Receiver is hereby authorized to take possession of and operate the subject property and to collect the rents, issues, income, revenues and profits therefrom, including those now due and unpaid and hereafter to become due. The Successor Receiver shall take possession of all files, papers and records, wherever situated, necessary for the Successor Receiver to carry out his duties herein and all other property, real, personal or mixed, of the Defendants

encumbered by the Mortgages, and other instruments of security, which is the subject matter of Plaintiffs' claim herein, and relating to the operation of the subject property that is within the jurisdiction of this Court and shall retain custody of all such property, records and documents until further order of this Court.

9. The Successor Receiver is hereby authorized to acquire and keep in effect workers' compensation, fire, extended coverage, property damage and liability insurance with respect to the real and personal property in appropriate amounts and to keep the premises in reasonable repair.

10. The receiver shall prepare and file with the Court on or before the expiration of twenty (20) days from the date of this Order, a full and detailed inventory, under oath, of all the real and personal property, assets and effects of every nature involved in the premises of which he is hereby given custody.

11. The Successor Receiver is directed to prepare and file monthly reports, under oath, setting forth all receipts and disbursements and reporting all changes in the assets in his charge, or claims against the assets, that have occurred during the period covered by the report. The Successor Receiver is directed to serve a copy of each report on the attorneys' of record for the parties herein. The first such monthly report shall be filed for the calendar month of August, 1994, together with any portion of the month of July, 1994, for which the Successor Receiver has possession of the property, and shall be filed on or before the 15th day of September, 1994. Monthly reports thereafter shall be



filed for each calendar month on or before the 15th day of each month following the end of that month.

12. The Successor Receiver shall maintain a bank account in his own name in which he shall deposit all rentals and other income received by him and from which he shall pay the expenses of repairs, taxes, utilities, and other operating costs and expenses incurred in and about the management and operation of the premises.

13. Any amount remaining beyond the funds necessary for operation of the rental unit and payment of the Successor Receiver staff's fee and expense (if any) shall be held by the Successor Receiver in an interest bearing account or money market fund pending further order of this Court.

14. The Successor Receiver may employ independent counsel to render legal advice and services to the Successor Receiver for such purposes as may be necessary during the period of said receivership. The Successor Receiver is empowered to pay such counsel as an operating expense, subject, however, to the prior approval of the Court.

~~And further, the Successor Receiver is hereby ordered to provide for the maintenance of the park, including, payment of all expenses, garbage pickup, telephone, water and sewer plant operations, maintenance, groundskeeping, and general maintenance or repair, and further, to provide for:~~

- ~~a) the maintenance, repairs and compliance with all government regulations of the Terra Mar Village water utility;~~
- b) the payment of all back taxes due on the subject

property;

c) payment of the first mortgages on the subject property; and

d) payment of the purchase money mortgage in the event any amounts remain.

DONE AND ORDERED in Chambers at Daytona Beach, Volusia County, Florida, this 15 day of July, 1994.

/s/ WILLIAM C. JOHNSON, JR.  
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished by U.S. Mail the 15 day of July, 1994, to those parties listed on the attached Exhibit "1".

/s/ GAIL J. CALLEJA  
Judicial Assistant

85-38-14-00-2570  
 Kingsley lot

35.09  
 < 1.188  
 25.68 water

R. LAWRENCE  
 157 RED BASS LN

LOT # 251  
 LEASE TYPE 25.00

39.80 water  
 33.82 P.R. - Aug 15 for 24y  
 25.68 Overrun water  
 25.68 overrun Aug

NOTES: Summary

LEASE ADJ. DATE

25.00  
25.68

WATER BASE \$15.80  
 SEWER BASE \$9.88

Month	Meter Reading	Gals Used	Water .00588	Sewer .00388	Lease Amt.	Total Due	Amt Paid	Bal Due
7/94	63554	0	15.50	4.88	38.82	58.32	53.22	25.60
8/94	63554	0	—	—	35.00	80.36	25.00	61.36
9/94	63554	0	—	—	35.00	147.04	25.00	47.04
10/94	63836	379	2.23	1.47	25.00	54.38	54.38	—
11/94	65336	1400	8.23	5.43	25.00	61.34	—	—
AK 12/13-94	65336	776	45.00	29.54	—	—	—	—
12/94	66386	1050	6.17	4.07	25.00	60.92	—	—
AK 1-11-95	66386	789	35.00	35.92	—	—	—	—
1-95	67523	1187	6.98	4.61	25.00	62.37	—	—
AK 2/1/95	68754	3500	35.00	35.34	—	—	—	—
2/95	68754	1181	6.94	4.58	25.00	60.13	—	—
AK 3/5/95	68754	3500	35.00	35.00	—	—	—	—

920 - 5 day notice

AK 12 07-94 OLR 770 Adams Road - 67.50  
 AK 11/4/95 - 42.785  
 AK 11/4/95 - 42.785  
 AK 11/4/95 - 42.785