

BEFORE THE PUBLIC SERVICE COMMISSION

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ADMINISTRATIVE MAIL ROOM

In re: Application by Rampart )  
Utilities, Inc. for amendment of )  
Certificate No. 497-S in )  
Charlotte County to extend )  
territory to service San Antonio )  
Catholic Church )

Docket No. 980887-SU

ANSWER AND AFFIRMATIVE DEFENSES TO OBJECTION OF  
MAPLE LEAF HOMEOWNERS' CORPORATION

RAMPART UTILITIES, INC., a Florida corporation, ("Rampart"), by and through its undersigned attorneys and pursuant to Rule 28-5.203, Florida Administrative Code, hereby files this Answer to the Objection of Maple Leaf Homeowners' Corporation ("Maple Leaf") to Rampart's application of Amendment of Certificate No. 497-S to extend service territory in Charlotte County, Florida and states:

1. On or about July 8, 1998, pursuant to Rule 25-30.036(3)(e), Florida Administrative Code, and Rule 25-30.030(2), Florida Administrative Code, Rampart mailed its Notice containing a description of the territory proposed to be served to government agencies and local utilities. This description inadvertently also contained the legal description for the territory already served by

Rampart under Certificate No. 497-S. A copy of this Notice is attached hereto as Exhibit "A".

2. On or about August 7, 1998, Rampart, having realized the first Notice contained both the legal description for its certificated area and the proposed territory, mailed revised Notices to government agencies and to local utilities. A copy of this Notice is attached hereto as Exhibit "B".

#294892.1

DOCUMENT NUMBER-DATE

09218 AUG 25 98

FPSC RECORDS/REPORTING

ACK \_\_\_\_\_  
AFA \_\_\_\_\_  
APP \_\_\_\_\_  
CIR \_\_\_\_\_  
CMA \_\_\_\_\_  
CTR \_\_\_\_\_  
DCA \_\_\_\_\_  
DPC \_\_\_\_\_  
DPR \_\_\_\_\_  
RCH \_\_\_\_\_  
SEC \_\_\_\_\_  
WAS \_\_\_\_\_  
WTH \_\_\_\_\_

3. Rampart denies all the allegations contained in Maple Leaf's letter of objection.

FIRST AFFIRMATIVE DEFENSE

4. The proposed territory lies within the Charlotte County Utilities ("CCU") service area as designated in the Charlotte County Comprehensive Plan. San Antonio Catholic Church, the property owner and potential user within the proposed territory, previously approached CCU for sewer service. CCU advised San Antonio Church, that it was unable to provide economically feasible sewer service and referred the property owner to Rampart for sewer service.

SECOND AFFIRMATIVE DEFENSE

5. The management of Rampart is subject to a court appointed Receiver. Pursuant to the Order Appointing Receiver dated April 13, 1993, the Receiver is not prohibited from expanding its franchise area to provide sewer service were requested. A copy of the Order Appointing Receiver is attached hereto as Exhibit "C".

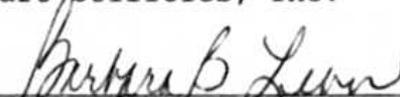
THIRD AFFIRMATIVE DEFENSE

6. Rampart's wastewater treatment plant is currently operating below permitted capacity and upon expansion of its certificated area to serve the proposed territory, will continue to operate below permitted capacity. No additional environmental impacts will be created as a result of requested expansion of territory.

WHEREFORE, Rampart respectfully requests the Public Service Commission enter an Order granting the proposed amendment to Certificate No. 497-S.

Respectfully submitted,

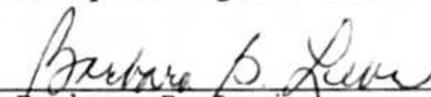
ABEL, BAND, RUSSELL, COLLIER,  
PITCHFORD & GORDON, CHARTERED  
240 So. Pineapple Avenue  
Post Office Box 49948  
Sarasota, FL 34230-6948  
Phone: (941) 366-6660  
Fax: (941) 366-3999  
Attorneys for Respondent,  
Rampart Utilities, Inc.

By: 

Jeffrey S. Russell, Esq.  
Florida Bar #194492  
Barbara B. Levin, Esq.  
Florida Bar #352579

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing was furnished by prepaid U.S. Mail to Robert J. Gill, Esquire, Ruden, McClosky, Smith, Schuster & Russell, P.A., P.O. Box 49017, Sarasota, FL 34230-6017, this 24th day of August, 1998.

By 

Barbara B. Levin  
Florida Bar #372579

# THIS WAS THE FIRST NOTICE - A REVISED NOTICE WAS SENT LEGAL NOTICE

Notice is hereby given that on July 9, 1998, pursuant to Section 367.045(2)(a), Florida Statutes, Rampart Utilities, Inc. filed an Application for "Quick Take" Amendment to Certificate No. 497-S with the Florida Public Service Commission to provide wastewater service to the following described territory in Charlotte County, Florida.

Siting a part of Sections 7, 8 and 18 of Township 40, South, Range 23 East, Charlotte County, Florida, more particularly described as follows:

Commencing at the southwest corner of said Section 7, thence S 89°23'00" E., along the south line of said Section 7, 702.04 feet to a point on the easterly right-of-way line of Kings Highway and the POINT OF BEGINNING;

Thence N. 18°09'17" E., along said easterly right-of-way line bying 50 feet southeasterly of the centerline of said Kings Highway, 1,065.76 feet to the Point of Curvature of a circular curve concave northwesterly having a radius of 2,918.28 feet and a chord that bears N. 13°27'32" E., 486.26 feet; Thence northwesterly along the arc of said curve to the left thru a central angle of 09°33'29" a distance of 486.83 feet to the Point of Tangency; Thence N. 08°15'48" E., along said easterly right-of-way line, 1,831.21 feet.

Thence in an easterly direction along the southerly boundary of the Fort Charlotte Village Mobile Home Park, the following 12 courses:

1. S. 81°24'04" E., 870.03 feet;
2. S. 08°08'33" E., 82.84 feet;
3. S. 75°42'15" E., 502.57 feet;
4. N. 08°32'48" E., 214.91 feet;
5. S. 81°26'36" E., 381.67 feet;
6. N. 18°04'06" E., 77.69 feet;
7. S. 42°27'14" E., 285.03 feet;
8. N. 78°44'13" E., 211.14 feet;
9. S. 58°26'19" E., 468.66 feet;
10. N. 67°20'59" E., 501.16 feet;
11. S. 28°43'47" E., 206.51 feet;
12. N. 63°17'50" E., 196.03 feet to a point of the southwesterly limited access right-of-way line of 1-75;

Thence southwesterly along said limited access right-of-way line the following 3 courses:

1. S. 28°43'44" E., 1,691.13 feet to the Point of Curvature of a circular curve concave southwesterly having a radius of 22,277.61 feet and a chord that bears S. 27°04'03" E., 1,392.64 feet.

2. Southeasterly along the arc of said curve to the right thru a central angle of 03°19'30" a distance of 1,292.82 feet to the Point of Tangency;

3. S. 25°24'18" E., 218.20 feet to a point on the northerly right-of-way line of Rampart Boulevard;

Thence westerly, along said northerly right-of-way line the following 4 courses:

1. N. 89°51'25" W., 403.66 feet;
2. S. 84°14'53" W., 50.32 feet;
3. S. 84°15'40" W., 437.19 feet;
4. N. 89°23'00" W., 1,355.35 feet to a point at the intersection of said northerly right-of-way line with the northerly extension of the east line of Maple Leaf Estates;

Thence S. 00°18'20" W., along said east line, 2,721.54 feet; Thence S. 00°18'20" W., along said east line, 664.15 feet to a point on the southerly right-of-way line of Suncoast Boulevard; Thence N. 89°10'26" W., along said R.O.W. line, 700.89 feet to a point at the northeast corner of Lot 4 of County Charm Estates as recorded in Plat Book 16 on page 24 of the Public Records of Charlotte County, Florida; Thence S. 00°49'34" W., along the east line of Lot 3 and 4, 997.55 feet; Thence S. 89°10'26" E., 70.00 feet; Thence S. 00°15'31" W., 70.00 feet to a point on the south line of said County Charm Estates; Thence N. 89°10'26" W., along said south line, 692.71 feet; Thence S. 00°15'31" W., 1,333.71 feet to a point on the south line of said County Charm line of said Section 18, 1,037.55 feet; Thence S. 89°06'56" E., departing said section line, 410.47 feet; Thence N. 00°09'18" E., along the west line of said Section 18, 1,037.55 feet; Thence S. 89°06'56" E., 938.46 feet; Thence N. 89°10'26" W., 410.47 feet returning to a point on said west section line; Thence N. 00°09'17" E., along said west line, 1,240.59 feet to a point on the southeasterly right-of-way line of Kings Highway; Thence N. 18°09'17" E., along said west line, 1,240.59 feet to a point on said Kings Highway; 2,186.94 feet to a point on the north line of said Section 18; Thence S. 89°23'00" E., along said north line 26.22 feet to the Point of Beginning, containing 718.3 acres, more or less.

The Application will extension the Utility's territory to provide wastewater service to the San Antonio Catholic Church.  
The following is the Legal Description of the proposed extension to the franchise:

Section 1E, Township 40 S., Range 23E., T19S36R23E, M.O.L.

Any objection to this application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is:

Rampart Utilities, Inc.  
400 Madison Drive, Suite #200  
Sarasota, Florida 34236

# THIS WAS THE FIRST NOTICE - A REVISED NOTICE WAS SENT LEGAL NOTICE

Notice is hereby given that on July 9, 1998, pursuant to Section 367.04(2)(a), Florida Statutes, Rampart Utilities, Inc. filed an Application for "Quick Take" Amendment to Certificate No. 497-S with the Florida Public Service Commission to provide wastewater service to the following described territory in Charlotte County, Florida.

Being a part of Sections 7, 8 and 18 of Township 40, South, Range 23 East, Charlotte County, Florida, more particularly described as follows:

Commencing at the southwest corner of said Section 7, thence S 89°23'00" E., along the south line of said Section 7, 702.04 feet to a point on the easterly right-of-way line of Kings Highway and the POINT OF BEGINNING;

Thence N. 18°09'17" E., along said easterly right-of-way line lying 50 feet southwesterly of the centerline of said Kings Highway, 1,065.76 feet to the Point of Curvature of a circular curve concave northwesterly having a radius of 7,918.23 feet and a chord that bears N. 13°12'32" E., 486.26 feet; Thence 08°13'48" E., along said easterly right-of-way line, 1,831.21 feet;

Thence in an easterly direction along the southerly boundary of the Port Charlotte Village Mobile Home Park, the following 12 courses:

1. S. 81°24'04" E., 870.02 feet;
  2. S. 08°08'33" E., 82.84 feet;
  3. S. 75°42'15" E., 502.57 feet;
  4. N. 08°32'48" E., 214.91 feet;
  5. S. 81°24'36" E., 381.67 feet;
  6. N. 18°04'06" E., 77.69 feet;
  7. S. 42°27'14" E., 285.03 feet;
  8. N. 78°44'13" E., 211.14 feet;
  9. S. 58°24'19" E., 468.66 feet;
  10. N. 67°20'59" E., 501.16 feet;
  11. S. 28°43'47" E., 206.51 feet;
  12. N. 62°17'50" E., 196.03 feet to a point of the southwesterly limited access right-of-way line of 1-75;
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1. S. 28°43'48" E., 1,691.15 feet to the Point of Curvature of a circular curve concave southwesterly having a radius of 22,277.61 feet and a chord that bears S. 27°04'03" E., 1,292.64 feet;
  2. Southwesterly along the arc of said curve to the right thru a central angle of 03°19'30" a distance of 1,292.82 feet to the Point of Tangency;
  3. S. 25°24'18" E., 218.20 feet to a point on the easterly right-of-way line of Rampart Boulevard;
1. N. 89°51'25" W., 403.66 feet;
  2. S. 64°14'53" W., 50.32 feet;
  3. S. 64°15'40" W., 437.19 feet;
  4. N. 89°23'00" W., 1,355.55 feet to a point at the intersection of said northerly right-of-way line with the northerly extension of the east line of Maple Leaf Estates;

Thence S. 00°18'30" W., along said east line, 2,721.54 feet; Thence S. 00°18'30" W., along said east line, 668.15 feet to a point on the southerly right-of-way line of Seacoast Boulevard; Thence N. 89°10'26" W., along said R.O.W. line, 700.89 feet to a point at the northeast corner of Lot 4 of County Charrm Estates as recorded in Plat Book 16 on page 24 of the Public Records of Charlotte County, Florida; Thence S. 00°49'34" W., along the east line of Lot 3 and 4, 597.55 feet; Thence S. 89°10'26" E., 70.00 feet; Thence S. 00°15'31" W., 70.00 feet to a point on the south line of said County Charrm Estates; Thence N. 89°10'26" W., along said south line, 692.71 feet; Thence S. 00°15'31" W., 1,313.71 feet to a point on the south line of said Section 18; Thence N. 89°03'00" W., along said south line, 2,655.52 feet to the southwest corner of said Section 18; Thence N. 00°09'18" E., along the west line of said Section 18, 1,037.55 feet; Thence S. 89°06'56" E., departing said section line, 410.47 feet; Thence N. 00°09'17" E., along the west N. 89°10'26" W., 410.47 feet returning to a point on said west section line; Thence N. 00°09'17" E., along said west line, 1,240.59 feet to a point on the southeasterly right-of-way line of Kings Highway; Thence N. 00°09'17" E., along said west line, 1,240.59 feet to a point on said Kings Highway, 2,186.94 feet to a point on the north line of said Section 18; Thence S. 89°23'00" E., along said north line 26.22 feet to the Point of Beginning, containing 718.3 acres, more or less.

The Application will extension the Utility's territory to provide wastewater service to the Pilgrim United Church of Christ  
The following is the Legal Description of the proposed extension to the franchisee:

Section 18, Township 40 S., Range 23E, Tonalite 2450 Area, M.O.L.

Any objection to this application must be made in writing within thirty (30) days from this date to the Director, Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is:

Rampart Utilities, Inc.  
400 Madison Drive, Suite #200  
Sarasota, Florida 34236

## REVISED LEGAL NOTICE

Notice is hereby given that on July 9, 1998, pursuant to Section 367.045(2)(a), Florida Statutes, Rampart Utilities, Inc. filed an Application for "Quick Take" Amendment to Certificate No. 497-S with the Florida Public Service Commission to provide wastewater service to the following described territory in Charlotte County, Florida. The application will extend the Utility's territory to provide wastewater service to the San Antonio Catholic Church.

Being a part of the Northeast One-Quarter of the Northeast One-Quarter of Section 18, Township 40 South, Range 23 East, Charlotte County, Florida, more particularly described as follows:

Commencing at the Northeast corner of said Section 18; thence North 89°22'53" West, along the north line of said Section 18, a distance of 1,332.41 feet to the Northwest Corner of the Northeast One-Quarter of said Section 18; thence South 00°19'18" West, along the West line of the Northeast One-Quarter of the Northeast One-Quarter of said Section 18, a distance of 50.00 feet; thence South 89°22'53" East, a distance of 330.00 feet to the POINT OF BEGINNING:

Thence continue South 89°22'53" East, a distance of 669.27 feet to a point on the West Line of the East One-Half of the East One-Half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 18; thence South 00°21'49" West, along said West Line, a distance of 1,287.43 feet to the Southwest corner of the East One-Half of the East One-Half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 18; thence North 89°18'00" West, along the South line of the Northeast One-Quarter of the Northeast One-Quarter of said Section 18, a distance of 332.78 feet to the Southwest corner of the East One-Half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 18; thence North 00°20'58" East, along said West Line of the East One-Half of the East One-Half of the Northeast One-Quarter of the Northeast One-Quarter of said Section 18, a distance of 440.00 feet; thence North 89°18'00" West, a distance of 190.00 feet; thence South 00°20'58" West, a distance of 145.00 feet; thence South 50°36'14" West, a distance of 85.40 feet, thence North 89°18'00" West, a distance of 410.00 feet to a point on the West Line of the Northeast One-Quarter of the Northeast One-Quarter of said Section 18, thence North 00°19'18" East, along said West Line of the Northeast One-Quarter of the Northeast One-Quarter of said Section 18, a distance of 294.04 feet to a point 802.00 feet South 00°19'18" West, from the Northwest corner of said Northeast One-Quarter of the Northeast One-Quarter of said Section 18; thence South 89°22'53" East, parallel with the North Line of said Northeast One-Quarter, a distance of 330.00 feet; thence North 00°19'18" East, parallel with the West Line of said Northeast One-Quarter of said Section 18, a distance of 752.00 feet to the Point of Beginning. Said lands containing 19.226 Acres, more or less

Said lands subject to and including the use of a 50 foot wide private easement for ingress and egress, as recorded in O.R. Book 475 at Page 884 of the Public Records of Charlotte County, Florida, located 25 feet either side of the South line of said Northeast One-Quarter of the Northeast One-Quarter of said Section 18, being the most Southerly Line of this parcel.

Any objection to this application must be made in writing and filed within thirty (30) days from this date with the Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is:

**Rampart Utilities, Inc.  
6320 Tower Lane, Suite E  
Sarasota, Florida 34240**

**REVISED LEGAL NOTICE**

Notice is hereby given that on July 9, 1998, pursuant to Section 367.045(2)(a), Florida Statutes, Rampart Utilities, Inc. filed an Application for "Quick Take" Amendment to Certificate No. 497-S with the Florida Public Service Commission to provide wastewater service to the following described territory in Charlotte County, Florida. The application will extend the Utility's territory to provide wastewater service to the Pilgrim United Church of Christ.

**The East ½ of the East ½ of the Northeast 1/4 of the Northeast 1/4 of Section 18, Township 40 South, Range 23 East, Charlotte County, Florida: LESS AND EXCEPT the North fifty feet thereof.**

Any objection to this application must be made in writing and filed within thirty (30) days from this date with the Division of Records and Reporting, Florida Public Service Commission, 2540 Shunard Oak Boulevard, Tallahassee, Florida 32399-0850. A copy of said objection should be mailed to the applicant whose address is:

**Rampart Utilities, Inc.  
6320 Tower Lane, Suite E  
Sarasota, Florida 34240**

**IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR CHARLOTTE COUNTY, FLORIDA  
CIRCUIT CIVIL CASE NO. 92-1996-CA-DCC**

**CHARLOTTE COUNTY,**  
a political subdivision  
of the State of Florida

Plaintiff

vs.

**RAMPART UTILITIES, INC.,**  
a Florida corporation

Defendants.

**AMENDED ORDER APPOINTING RECEIVER**

This honorable Court appointed Theodore C. Steffens, Receiver of Rampart Utilities, Inc. on 18 February 1993. The Receiver hereby requests that if no party objects before 9 April 1993 that this Court execute the Receiver's Amended Order Appointing Receiver.

**ORDER AND ADJUDGED** as follows:

1. **APPOINTMENT:** THEODORE C. STEFFENS of 5550 26th Street West, Bradenton, Florida 34207 was appointed Receiver of RAMPART UTILITIES, INC. together with all the real, personal, tangible and intangible property of said corporation on 18 February 1993. This order remains in full force and effect. The Receiver shall operate the Corporation whose sole and primary business is the operation of a sewer and water utility. The Receiver shall collect all rents, incomes, revenues and profits of RAMPART UTILITIES, INC. and shall pay all bills and expenses of RAMPART UTILITIES, INC. The Receiver shall have all the customary powers and duties of Receivers in such cases, including without limitation, the power to apply all monies collected by him to the necessary preservation of RAMPART UTILITIES, INC., or as this Court may otherwise direct.
2. **OATH:** The Receiver shall upon execution of the Receiver's Amended Order Appointing Receiver promptly file his Oath of Receiver with the Court whereby he shall undertake and agree to fully and truthfully perform his duties as Receiver in this action. However, Receiver has assumed his duties upon the execution of the Order Appointing Receiver.

3. **BOND:** The Receiver is directed to obtain a surety bond in the amount of \$----- to be provided by corporate surety, in the customary form, guaranteeing performance by the Receiver of the duties and obligations of his office of Receivership. The bond shall provide coverage to PLAINTIFF, DEFENDANTS and other parties as their respective interests may appear, for loss due to acts of the Receiver and his agents, servants and employees. The bond shall be submitted to the Clerk of this Court for approval within twenty (20) days of the date of this Order.
4. **POSSESSION OF PROPERTY:** This Amended Order Appointing Receiver shall be effective immediately and it shall supplement this Court's prior Order Appointing Receiver dated 18 February 1993. The Receiver's prior possession of RAMPART UTILITIES, INC. is confirmed and the Receiver shall continue to gather and account for all the assets of RAMPART UTILITIES, INC. including without limitation all cash, credit cards, bank accounts, corporate records, operation manuals, accounts payable, accounts receivable, copies of all existing leases, site plans, surveys, permits, all customer deposits, keys, equipment, files (correspondence, accounting, maintenance, personnel, insurance) and such other personalty as may be found thereon or which relate to the operation of RAMPART UTILITIES, INC.
5. **RIGHTS AND DUTIES:** The Receiver is granted all of the rights, duties and responsibilities of a Court-Appointed Receiver including all functions necessary to continue the operation of RAMPART UTILITIES, INC. and is specifically empowered to operate RAMPART UTILITIES, INC. The Receiver is directed to demand, receive and collect from any and all parties or customers all sums now due and unpaid or which hereafter shall become due during the pendency of this action arising out of or relating to RAMPART UTILITIES, INC.
6. **EMPLOYMENT:** The Receiver is authorized to employ personnel as necessary to operate RAMPART UTILITIES, INC. and, in addition, to employ counsel, accountants and such other professionals and support personnel as may be required to carry out his duties pursuant to this appointment. The Receiver may exercise this right without prior approval by the Court or any parties as long as Receiver determines that any counsel, accountants or other professionals do not have any conflict of interest in regard to any of the parties to this suit and that any such professional has no interest in the outcome of this litigation.
7. **CONSULTING:** The Receiver is specifically empowered to consult with the Defendant's Trustee, Hugh Keith in order to learn about the operation of RAMPART UTILITIES,

INC. Further, the Defendant's Trustee, Hugh Keith, in his capacity of Trustee and President of RAMPART UTILITIES, INC. is directed to provide to the Receiver all information requested by the Receiver concerning the operation of RAMPART UTILITIES, INC. and any information not requested by the Receiver but which might be valuable to the Receiver in the operation of RAMPART UTILITIES, INC.

8. **CONTRACTS:** The Receiver is granted the authorization to enter into any and all service contracts reasonably necessary to keep and maintain RAMPART UTILITIES, INC. in reasonable repair upon such terms as are commercially reasonable without prior approval by the Court or any parties. In addition, the Receiver is granted the authorization to disaffirm any contract entered into prior to his appointment that he deems unnecessary or an economic burden on RAMPART UTILITIES, INC.
9. **TRANSFER OF LICENSES:** Should it become necessary for the continued operation and management of RAMPART UTILITIES, INC., the Receiver is hereby empowered to apply to any governmental, regulatory or licensing agency for the transfer of licenses, permits and other authorization to do business in his name as Receiver.
10. **ENJOINMENT:** The Plaintiff and the Defendant, their agents, servants, employees, representatives, and attorneys are hereby enjoined from interfering in any way with the management of RAMPART UTILITIES, INC. by the Receiver until further order of this Court. All persons, corporations or other entities, including but not limited to the Defendants, now or hereafter in possession of the subject real and personal property shall forthwith surrender such possession to the Receiver and are ordered to deliver to the Receiver all keys or combinations to locks required to open or gain access to any of the property.
11. **RECEIVER'S FEES:** The Receiver believes it will be to the benefit of both the Plaintiff, Charlotte County and the Defendant, Rampart Utilities, Inc. to keep fees incurred by the Receiver to a reasonable amount. In order to operate this and other Receiverships in the most economic fashion, the Receiver utilizes a highly trained staff. Assistants perform a diversity of tasks including legal assistance, management, plant operations, bookkeeping, computer programs and secretarial duties.

The Receiver respectfully requests that his time be compensated at \$135.00 per hour along with reimbursement for any out-of pocket costs and expenses reasonably incurred. It is requested that the Receiver's Assistants time be

billed as follows: Jeanne Smith, Legal and Administrative Assistant, \$65.00 per hour, Landy Cain, Supervision of Plant Operations, Budgeting and Accounting, \$45.00 per hour, Bernadette Books, General Secretarial, \$17.50 per hour.

Receiver and Receiver's Assistants will submit on a monthly basis detailed time logs each month stating their hours and fees.

12. **FUNDS:** Any and all sums currently held by the Defendants, their agents and employees and previously generated by the operation of RAMPART UTILITIES, INC. shall forthwith be turned over to the Receiver. The Receiver shall open new bank accounts for his operation of RAMPART UTILITIES, INC. and shall deposit all funds collected from the Defendants, their agents and employees and all funds generated by the continued operation of RAMPART UTILITIES, INC. into such accounts from which he shall pay all operating costs and expenses incurred in conjunction with the operation and management of RAMPART UTILITIES, INC. and costs of the Receivership.
13. **RECEIVERSHIP CERTIFICATES:** The Receiver is hereby empowered and authorized to borrow any funds required to carry out his duties and accomplish the purposes set forth in this Order and for Receiver fees that may not be available through the operating funds of Rampart Utilities, Inc. and as security for said borrowed funds, the Receiver may issue Receiver Certificates of Indebtedness upon appropriate Motion to and Order of this Court.
14. **MONTHLY ACCOUNTING:** The Receiver shall keep a true and accurate account of any and all receipts and expenditures and shall, every month unless the Court otherwise orders, file with the Court, under oath, a detailed Monthly Accounting for all monies expended and received on the 18th day of each month.
15. **BANK INSTITUTIONS AND GOVERNMENT AGENCIES:** The Receiver is authorized to take possession of any bank accounts or funds and this Order authorizes any bank institutions to deliver funds of RAMPART UTILITIES, INC. to the Receiver. All government entities are authorized to deal directly with the Receiver and to pay or collect deposits from the Receiver. The Receiver notified all parties and this Court in his Initial Inventory and Status Report of the place of business for RAMPART UTILITIES, INC.
16. **INSURANCE:** Based upon funds available and the Receiver's ability to obtain insurance, the Receiver shall maintain appropriate multi-peril insurance for fire, flood and

extended liability coverage insurance, insurance against vandalism, and premises liability insurance. Receiver shall also maintain workmen's compensation insurance on RAMPART UTILITIES, INC. employees and is also authorized to provide health insurance based upon the availability of funds. Currently, there are two employees of RAMPART UTILITIES, INC.

Defendant and any manager or management company currently operating RAMPART UTILITIES, INC. shall provide the Receiver with a complete and accurate copy of all existing insurance policies relating to RAMPART UTILITIES, INC.

17. **RECORDS:** Receiver shall maintain a comprehensive system of office records, books and accounts concerning the expenses related to maintaining RAMPART UTILITIES, INC. and the collection of all rents, incomes, revenues and profits. Upon reasonable notice, Plaintiff, Defendant and their representatives shall have reasonable access to such records, accounts and books and to all vouchers, files and all other material pertaining to the operation of RAMPART UTILITIES, INC., all of which Receiver agrees to keep safe, available and separate from any records not having to do with the operation of RAMPART UTILITIES, INC. Further, the Defendant, RAMPART UTILITIES, INC. shall not relocate, alter, conceal or destroy any records, businesses or otherwise of the Defendant, and the same shall be made available to the Receiver.
18. **LEGAL REQUIREMENTS:** Receiver shall ensure that all aspects of RAMPART UTILITIES, INC., and its operation and management, comply with any and all laws, regulations, orders or requirements affecting RAMPART UTILITIES, INC. issued by any federal, state, county or municipal authority having jurisdiction thereover; to the extent any portion of RAMPART UTILITIES, INC. is not currently in compliance with such authorities, the Receiver shall use his best efforts to bring RAMPART UTILITIES, INC. into compliance.
19. **PLEDGE OF ASSETS:** Neither the Receiver or the Defendant, RAMPART UTILITIES, INC. shall otherwise alienate, encumber, transfer or pledge any asset of the Defendant without prior Court approval.
20. **LITIGATION:** The Receiver is authorized to enter into settlement negotiations with any and all parties on all current or future litigation against Rampart Utilities, Inc. The Receiver shall also have the authority to settle all current or future litigation with the approval of this Court.

21. **PERSONAL PROPERTY TAXES:** Receiver shall have the authority to pay Personal Property Taxes and to also contest the tax assessment on such personal property.
22. **INITIAL INVENTORY AND STATUS REPORT:** The Receiver filed in the Clerk's Office a true and complete inventory, under oath, of RAMPART UTILITIES, INC. on 22 March 1993. The Receiver will continue to file monthly status reports on the 18th of each month.
23. **ADDITIONAL DUTIES:** The Receiver shall undertake any and all additional duties as this Court may provide by its orders and the Receiver shall be at liberty to apply to this Court at any time during the pendency of this action for further direction. The Court shall approve the Receiver's Motions for application for additional duties or instructions, unless any party hereto shall file an objection to Receiver's Motions within five (5) days of date of receipt of said Motion.
24. **MODIFICATION OF ORDER:** This Court retains jurisdiction to modify the terms of this Order and to expand or contract the rights, duties and obligations of the Receiver and to enter such other orders as may from time to time, during the pendency of this action, be deemed necessary, just and proper.

**DONE AND ORDERED** in Chambers at Charlotte County, Florida  
this 12 day of April, 1993.

/s/ DARRYL C. CASANUEVA

Circuit Judge

02/19/93 10:33

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IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
CHARLOTTE COUNTY, FLORIDA CIVIL DIVISION

CHARLOTTE COUNTY, a political  
subdivision of the State of Florida,

Plaintiff,

vs.

CASE NO. 92-1996-CA-DCC

BARBARA DIMITRIUS, INC., a  
Florida corporation

Defendant.

ORDER GRANTING PLAINTIFF'S MOTION TO APPOINT  
A RECEIVER

THIS CASE coming on to be considered upon Plaintiff's Motion to Appoint a Receiver, the Court having heard and considered testimony and exhibits admitted into evidence, it is hereby

ORDERED AND ADJUDGED that Plaintiff's Motion to Appoint a Receiver is granted and further that Ted Streffacs is appointed the receiver in the cause subject to further Order of this Court. The receiver is to assume control of and operation of the Defendant, BARBARA DIMITRIUS, INC. The Court finds the Plaintiff had legal authority to seek the appointment of a Receiver in accordance with Section 3-8-20 of the Charlotte County Code. Evidence adduced at trial indicated strongly that the Plaintiff would prevail in at least the following areas: the failure to file an annual report, the failure to timely file said report, the failure to prepare the financial report in accordance with NCBC standards, and the failure to have the financial report accompanied by an unqualified opinion expressed by a certified public accountant. These findings apply equally to the reports due for 1991 and 1992, respectively. Additionally, the evidence indicates a strong likelihood that the Plaintiff will prevail on the allegation of Count I as to amounts due. Further, the Court finds that the Defendant has circumlocutively failed to pay its debts as the debt matures although there is evidence that recently the Defendant has begun to make certain payments. By allowing its debt position to increase and the failure to use its receivables to pay the debt to the County to protect its interest in what advance causes a dissipation of the asset, i.e., the Defendant, BARBARA DIMITRIUS, INC. It is further,

BARBARA DIMITRIUS, INC.

FEB 18 1993

CHARLOTTE COUNTY

02/18/93 10:36

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COUNTY ATTY

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ORDERED AND ADJUDGED that the Defendant, RAMPART UTILITIES, INC. shall not relocate, alter, conceal or destroy any record, businesses or otherwise of the Defendant, and the same shall be made available to the Receiver; it is further

ORDERED AND ADJUDGED that neither the Defendant, RAMPART UTILITIES, INC. nor the Receiver, Ted Staffans, shall otherwise alienate, encumber, transfer or pledge any asset of the Defendant without prior Court approval. It is further

ORDERED AND ADJUDGED that this Court shall retain jurisdiction of issues in this proceeding.

DONE AND ORDERED on this 15th day of February, 1993 at the Charlotte County Courthouse, Punta Gorda, FL.

  
DARRYL C. CASANOVA  
CIRCUIT COURT JUDGE

Copies to:  
Andrew Cotzin, Esq.  
Matthew G. Minter, Esq.  
Steven I. Wolis, Esq.