



JACK SHREVE
PUBLIC COUNSEL

STATE OF FLORIDA
OFFICE OF THE PUBLIC COUNSEL

c/o The Florida Legislature
111 West Madison St.
Room 812
Tallahassee, Florida 32399-1400
850-488-9330

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RECORDS AND
REPORTING

December 21, 1998

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

ORIGINAL

RE: Docket No. 981781-SU

Dear Ms. Bayó:

Enclosed are an original and fifteen copies of Citizens' Response to North Fort Myers Utility's Emergency Motion to Implement Rates and Charges for filing in the above-referenced docket.

Please indicate receipt of filing by date-stamping the attached copy of this letter and returning it to this office. Thank you for your assistance in this matter.

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FPSC-BUREAU OF RECORDS

Sincerely,

Stephen C. Reilly
Associate Public Counsel

- ACK _____
- AFA _____
- APP SCR/dsb
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- CTR _____
- EAG _____
- LEG 1
- LIN _____
- OPC _____
- RCH _____
- SEC 1

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RECORDS AND REPORTING

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Application of)
NORTH FORT MYERS UTILITY, INC.)
for extension of wastewater)
service in Lee County, Florida.)
_____)

Docket No. 981781-SU
Filed: December 21, 1998

**CITIZENS' RESPONSE TO NORTH FORT
MYERS UTILITY'S EMERGENCY MOTION
TO IMPLEMENT RATES AND CHARGES**

The Citizens of the State of Florida, by and through their undersigned attorney, file this response in opposition to North Fort Myers Utility's Emergency Motion to Implement Rates and Charges, and state:

1. On August 25, 1998 (rather than August 24) North Fort Myers Utility, Inc. ("NFMU") and Snowbirdland Vistas, Inc. and MHC-DeAnza Financing Limited Partnership ("Park Owner") entered into a Wastewater Agreement whereby NFMU and the Park Owner agreed that NFMU would provide wastewater service for Buccaneer Mobile Estates, a mobile home community owned by the Park Owner.
2. Pursuant to the terms of the Wastewater Agreement the Park Owner agreed to pay and upon executing the Wastewater Agreement did pay to NFMU the Four Hundred Sixty-Two Dollar (\$462.00) system capacity charge times the 971 manufactured home lots ("lots") in Buccaneer Mobile Estates, for a total payment of Four Hundred Forty-Eight Thousand Six Hundred and Two Dollars (\$448,602). In consideration of the Park Owner assigning to NFMU the Park Owner's alleged right, under Chapter 723, Florida Statutes, to be reimbursed by the tenants leasing the lots in Buccaneer Mobile Estates, for the Four Hundred Sixty-Two Dollar (\$462.00) per lot charge, and the Park Owner conveying to NFMU title to Buccaneer Mobile Estates' wastewater collection system, NFMU

agreed to pay to the Park Owner the sum of Five Hundred Eighty-Five Thousand Five Hundred Eighty-Nine Dollars (\$585,589.00). The Wastewater Agreement provides that this payment would be made in two installments. The first installment of Four Hundred Forty-Eight Thousand Six Hundred Two Dollars (\$448,602) was made to the Park Owner upon the execution and delivery of the Wastewater Agreement. The second and final installment for the balance of One Hundred Thirty-Nine Thousand Nine Hundred Eighty-Seven Dollars (\$139,987) was due and payable on approximately November 25, 1998, or 90 days after the Park Owner notified the lessees of the lots concerning the Wastewater Agreement and the alleged right to collect the pass-through charge.

3. Based upon all of the information supplied to Public Counsel to date, the Park Owner was never "ordered" to interconnect with NFMU. Further, there has been no governmentally mandated requirement for Buccaneer Mobile Estates wastewater system to be interconnected with NFMU's central treatment plant. As such, the Park Owner, pursuant to Chapter 723, Florida Statutes, is not entitled to pass-through to the residents the service availability charges it contracted to pay to NFMU. The Wastewater Agreement is financially advantageous for both the Park Owner and NFMU because of the following:

- a. Park Owner is relieved of the responsibility to provide wastewater service to the Park.
- b. To the extent it cost the Park Owner more than six and 07/100 Dollars (\$6.07) per month to provide wastewater service to each lot, such additional amount per month would represent additional monthly profit for the Park Owner, because the Park Owner had calculated that each lot is entitled to only a Six and 07/100 Dollars (\$6.07) per month reduction in rent, by virtue of the Park Owner no longer providing wastewater service.
- c. Park Owner retains title to the Buccaneer Mobile Estates wastewater treatment plant site, making it available for redevelopment for other purposes.

- d. Park Owner receives One Hundred Thirty-Nine Thousand Nine Hundred Eighty-Seven Dollars (\$139,987) in compensation for Buccaneer Mobile Estate's collection system.
- e. NFMU adds 971 new customers to pay its rates and charges.

4. NFMU's filing of the Wastewater Agreement was not in accordance with the rules of this Commission. It was completely improper for the Agreement to be filed with the Commission because the development to be served was not even located within the service territory of NFMU. For NFMU to suggest that it believed the Buccaneer Mobile Estates development was located in its service territory because only the "certificated service area of Buccaneer water service" was excluded is disingenuous at best. In 1987, in Docket No. 871306-SU, NFMU proposed the substantial expansion of its territory (including Buccaneer Mobile Estates). In response to this application for territory expansion, Buccaneer Mobile Estates on December 24, 1987 filed a formal objection to NFMU's application. Copy of the objection is attached as Exhibit "A". On January 21, 1988, NFMU filed a response to Buccaneer Mobile Estates objection. Copy of Response is attached as Exhibit "B". In the response NFMU expressly and clearly states:

WHEREFORE North Fort Myers Utility, Inc. will exclude from its application for Amendment of its Certificate the Buccaneer Mobile Estates property. Emphasis supplied.

In NFMU's February 12, 1988 Application for Amendment of Certificate No. 247-S it clearly admits that to resolve the objection filed by Buccaneer Mobile Estates, ". . . North Fort Myers Utility, Inc. has agreed to exclude certain property from its application which would render these objections moot." Copy of the application is attached as Exhibit "C".

5. How could there be any legitimate misunderstanding concerning the language in the Utility's tariff which states that NFMU's service territory does not include ". . . the service areas certificated

to Buccaneer Mobile Estates” Emphasis supplied. It is the specific area of Buccaneer Mobile Estates which was excluded, not the right to provide water service to this area which was excluded. To suggest that this language was prohibiting a wastewater only provider from providing water service to a particular area is absurd. NFMU can not claim to be confused by this language because the utility’s attorney in his February 19, 1988 letter to the Commission expressly clarify’s that, “In the legal description we forwarded you on February 16, 1988, among the property that should have been excluded is Buccaneer Mobile Estates, which operates under an exemption pursuant to Section 367.022, Florida Statutes. Please make sure that this exception to the proposed service area of North Fort Myers Utility, Inc. is included in this application.” Emphasis supplied. Copy of letter is attached as Exhibit “D”. Clearly NFMU knew that Buccaneer Mobile Estates was not and is not in NFMU’s service territory.

6. NFMU in its Emergency Motion even admits that: “It should be noted that Buccaneer Mobile Estates was excluded from NFMU’s service area in 1988 at the request of [the] Park Owner, which is the same party which entered into the Wastewater Agreement with NFMU.” Emphasis supplied. While the Citizens agree and NFMU expressly admits that the park was excluded from NFMU’s service area in 1988, we disagree that owner of the park in 1988 is the same owner that entered into the wastewater agreement with NFMU in 1998. In fact, DeAnza Corporation which previously owned the park, sold it to Snowbirdland Vistas, Inc. and MHC several years ago, with DeAnza retaining a very small ownership position in the entity that now owns and controls the park.

7. NFMU’s suggestion that the lessees of the lots “expect to receive wastewater service for free and will not be making any payments to NFMU,” is not a fair characterization of the resident’s attitude. The lessees have always paid for their wastewater services, which payments were included

in their rent to the Park Owner, pursuant to valid lease agreements. Lease Agreements which are still very much in effect and binding to both the lessees and lessor. The Lessees expect to continue to receive wastewater service and to pay for that service pursuant to the terms of their leases and the requirements of Chapter 723, Florida Statutes. Obviously, they do not expect or intend to pay any money to NFMU, because Buccaneer Mobile Estates is not located in NFMU's service territory and NFMU has no legal authority to make any demands upon these lessees.

8. NFMU has admitted that it entered into a "Developer's Agreement," and it filed that agreement with the Commission, pursuant to Section 25-30.550, Florida Administrative Code. It did so improperly because the development was not located in NFMU's service territory. A problem it has elected to solve by filing the instant docket to expand its territory to include the subject Buccaneer Mobile Estates. During the pendency of this docket if NFMU believes it is legally obligated to provide wastewater service to the Park Owner then it should do so and expect payment from the party it contracted with, namely the Park Owner. The same party that has already paid NFMU a Four Hundred Forty-Eight Thousand Six Hundred and Two Dollar (\$448,602) system capacity charge. On an emergency basis, NFMU should charge the Park Owner the same amount it charges other bulk wastewater customers, in accordance with the terms and conditions of its tariff. It is NFMU and the Park Owner that entered into their agreement, and the Park Owner who began dismantling its package treatment plant before providing any public notice or receiving proper governmental approval. Any adverse financial consequences of this decisive "power play" by NFMU and the Park Owner should not now be borne by the lessees, who have done nothing but continue to stand ready to faithfully perform under their lease agreements with the Park Owner.

9. This motion is both unfair and completely improper. This Emergency Motion asks the Commission to interpret and resolve disputes concerning various lease agreements (there are different agreements, including lifetime lease agreements, with special obligations being imposed upon the Park Owner), and interpret and resolve disputes pertaining to Chapter 723, Florida Statutes. All of these disputes should be properly resolved in the Circuit Court for Lee County. Generally, within the Commission's jurisdiction it is the land owner who pays any applicable system capacity charge, not a lessee. Any obligation to impose such a charge upon a lessee must flow from contract and Chapter 723, Florida Statutes, which dispute must be resolved in the Circuit Court. Even the lessee's of mobile home lots obligation and method for paying for water and wastewater service is controlled by contract and Chapter 723, Florida Statutes. It is not within the expertise or jurisdiction of this Commission to determine if under the facts of this case the Park Owner can impose a "pass through charge" to his lessees under Chapter 723.002(10), 723.037, and 723.046, Florida Statutes, or if under Chapter 723 the Park Owner has properly abrogated his responsibilities to his lessees to provide wastewater service.

10. It is entirely proper, and well within the expertise and jurisdiction of this Commission to determine if it is in the public interest to permit NFMU to expand its service territory to include Buccaneer Mobile Estates. However, disputes concerning the imposition of capital costs or utility charges, not upon the property owner, but the lessees of mobile home lots, should be resolved in Circuit Court, pursuant to the requirements of Chapter 723, Florida Statutes. A fact that NFMU seems to concede with its repeated references to Chapter 723, Florida Statutes, in its Emergency Motion. It is NFMU that has contractually agreed to undertake the collections of the Chapter 723, Florida Statutes, "pass-through charge" from the lessees. It should do so as other collection agencies

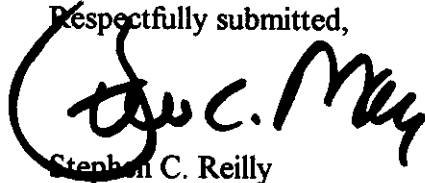
do, in the proper Article V Court. If any emergency exists it is an emergency created by the “power play” taken by NFMU and the Park Owner. A play that promised rich reward for both, but one that is contrary to Florida law, lacking proper public notice and governmental approval. If either NFMU or the Park Owner loses a dollar or more as a result of their conduct in this case, then the precedent of Buccaneer Mobile Estates will be one that other utility’s will heed, before tearing down wastewater plants in areas outside the service territory of the proposed new utility.

11. Contrary to the allegation made by NFMU, the lessees will be substantially prejudiced if the Commission grants the utility’s motion. Granting the motion will impose an immediate and substantial increase in the resident’s cost of receiving wastewater service, prior to the Commission even deciding if it is in the public interest for NFMU to serve this area. Neither the utility nor the Park Owner deserve this extraordinary relief in light of their conduct, creating the emergency by dismantling the park’s wastewater plant before providing proper public notice and before receiving proper governmental permission.

WHEREFORE, NFMU’s Emergency Motion to Implement Rates and Charges should be denied. During the pendency of this docket NFMU should collect from the Park Owner, under its tariff as a bulk customer, cost of providing wastewater service to Buccaneer Mobile Estates, until such time as it is determined if it is in the public interest for NFMU to serve this park and until a

Court of competent jurisdiction resolves the rights and obligations of the Park Owner and the lessees under their lease agreements and Chapter 723, Florida Statutes.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "S. C. Reilly", is written over a circular stamp or mark.

Stephen C. Reilly
Associate Public Counsel

Office of Public Counsel
c/o The Florida Legislature
111 West Madison Street, Room 812
Tallahassee, FL 32399-1400

Attorney for the Citizens
of the State of Florida

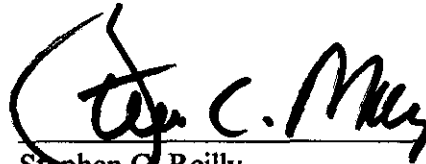
CERTIFICATE OF SERVICE
DOCKET NO. 981781-SU

I HEREBY CERTIFY that a correct copy of the foregoing Citizens' Response to North Fort Myers Utility's Emergency Motion to Implement Rates and Charges has been furnished by U.S. Mail or *hand-delivery to the following parties on this 21st day of December, 1998.

Martin S. Friedman, Esquire
Rose, Sundstrom & Bentley, LLP
2548 Blaiirstone Pines Drive
Tallahassee, FL 32301

*Cleveland Ferguson, Esquire
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Mr. Stan Durbin
718 Brigentine Blvd.
North Fort Myers, FL 33917-2920



Stephen C. Reilly
Associate Public Counsel

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Notice of North Fort Myers
Utilities, Inc. of Extension of
Sewer Service in Lee County, Florida

Docket No.: 871306-54
Filed:

MOTION TO DISMISS AND NOTICE OF OBJECTION

COMES NOW, Petitioner, Buccaneer Mobile Estates, 2210 North Tamiami Trail, North Fort Myers, Florida 33903, pursuant to Sections 367.041, 367.051 and 367.061, Florida Statutes, and files this, its Motion to Dismiss and Notice of Objection to North Fort Myers Utilities, Inc.'s Notice of Extension of Sewer Service and Application for Amendment of Sewer Certificate in Lee County, Florida, in support of the Motion to Dismiss and Notice of Objection. Buccaneer Mobile Estates states:

1. Petitioner is a mobile home park located in Lee County, Florida and is a party substantially affected by the Notice of Extension of Sewer Service filed by North Fort Myers Utilities, Inc.

2. North Fort Myers Utilities, Inc. applicant has applied for extension of its certificated territory for sewer services in Lee County, Florida to include the following described properties and territory:

That part of Lee County, Florida lying north of the Caloosahatchee River, west of I-75 and east and north of a line running from the Caloosahatchee River along River Road to its intersection with Pondella Road to U.S. 41, then north along U.S. 41 to Pine Island Road (SR 78), then west along Pine Island Road to the city limits of Cape Coral in Section 47, Township 44 South, Range 44 East, then following the municipal boundary of Cape Coral north until reaching the southwest corner of Section 21, Township 43 South, Range 24 East, then east to the southeast corner of the said Section 21, Township 43 South, Range 24 East, then north to the northeast corner of the said Section 21, Township 43 South, Range 24 East, then west to the northwest corner of said Section 21, Township 43 South, Range 24 East, then north until reaching the

That part of Lee County, Florida lying north of the Caloosahatchee River, west of I-75 and east and north of a line running from the Caloosahatchee River along River Road to its intersection with Pondella Road to U.S. 41, then north along U.S. 41 to Pine Island Road (SR 78), then west along Pine Island Road to the city limits of Cape Coral in Section 4, Township 44 South, Range 44 East, then following the municipal boundary of Cape Coral north until reaching the Southwest corner of Section 21, Township 43 South, Range 24 East, then east to the Southeast corner of the said Section 21, Township 43 South, Range 24 East, then north to the Northeast corner of the said Section 21, Township 43 South, Range 24 East, then west to the Northwest corner of said Section 21, Township 43 South, Range 24 East, then north until reaching the Northeast corner of Section 17, Township 43 South, Range 24 East, then west along the section line to the Northwest corner of Section 17, then north along the line separating Sections 7 and 8, and 6 and 5 to the Charlotte County line, less that area west of I-75

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designated as "general interchange" at Bayshore Road and I-75 in the Lee County Land Use Map, and the service areas certificated by the Florida Public Service Commission to Tamiami Utility Company, North trail Utilities, Vista Villages, Inc., Mobile Land and Title Company, Laurel Estate Mobile Village, Inc., Lazy Days Mobile Village and Florida Cities Water Company.

3. Buccaneer Mobile Estates is included within the territory described in

3. Buccaneer Mobile Estates is included within the territory described in paragraph 2 above and is not one of the excluded properties.

4. Buccaneer Mobile Estates currently provides sewer services to its residents with a 250 thousand gallon per day sewer treatment facility.

5. Pursuant to Section 367.022, Florida Statutes (Exemptions); Buccaneer Mobile Estates is not subject to the provisions of Chapter 367, Florida Statutes (Water and Sewer Systems), or regulation by the Florida Public Service Commission as a utility because it provides service to its tenants without specific compensation for the sewer service.

6. Section 367.051(3)(a), Florida Statutes (Issuance of Certificate), states in part:

The Commission shall not grant a certificate for a proposed system, or for the extension of an existing system, which will be in competition with, or a duplication of, any other system or portion of a system, unless it first determines that such other system or portion thereof is inadequate to meet the reasonable needs of the public or that the person operating the system is unable, refuses, or neglects to provide reasonably adequate service.


7. The granting of this certificate to North Fort Myers Utilities, Inc. would place it in competition with and would be a duplication of the Buccaneer Mobile Estates sewer system. Further, the Buccaneer Mobile Estates system is adequate to meet the reasonable needs of the Buccaneer Mobile Estates residents and the operator of the Buccaneer Mobile Estates sewer system is able, has not refused nor has it neglected to provide reasonably adequate service.

WHEREFORE, for the above cited reasons, Buccaneer Mobile Estates moves to dismiss for lack of jurisdiction that portion of the Notice of Extension of Sewer Service filed by North Fort Myers Utilities, Inc. which includes and directly affects the territory or properties included within or served by Buccaneer Mobile Estates.

Alternatively, Buccaneer Mobile Estates objects to the Notice of Extension of Sewer Service and any Application for Amendment of Sewer Certificate filed by North Fort Myers Utilities, Inc. which includes and directly affects territory or properties included within or served by Buccaneer Mobile Estates.

DATED this 24 day of December, 1987.


Respectfully submitted,


FREDERICK L. BATEMAN, JR., of
Katz, Rutter, Haigler, Alderman,
Eaton & Davis, P.A.,
315 South Calhoun Street
800 Barnett Bank Building
Tallahassee, Florida 32301

ATTORNEYS FOR

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing MOTION TO DISMISS AND NOTICE OF OBJECTION has been hand delivered to the Law Offices of ROSE, SUNDSTROM & BENTLEY, 2544 Blairstone Pines Drive, Tallahassee, Florida 32301, this 24 day of December, 1987.


FREDERICK L. BATEMAN, JR.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL
FILE COPY

In Re: Notice of North Fort Myers
Utility, Inc. of Extension of
Sewer Service in Lee County, Florida.

DOCKET NO. 871306-SU

RESPONSE TO MOTION TO DISMISS
AND NOTICE OF OBJECTION

NORTH FORT MYERS UTILITY, INC., by and through its under-
signed attorneys hereby responds to the Motion to Dismiss and
Notice of Objection filed by Buccaneer Mobile Estates as follows:

North Fort Myers Utility, Inc. is ready, willing and able to
provide sewer service to Buccaneer Mobile Estates and has a force
main abutting the property. However, so long as Buccaneer Mobile
Estates continues to operate its sewer system exempt from Public
Service Commission jurisdiction and in conformance with the
Department of Environmental Regulation regulations, North Fort
Myers Utility, Inc. does not intend to provide service to Bucca-
neer Mobile Estates.

WHEREFORE, North Fort Myers Utility, Inc. will exclude from
its Application for Amendment of its Certificate the Buccaneer
Mobile Estates property.

Respectfully submitted this 21st
day of January, 1988, by

ROSE, SUNDSTROM & BENTLEY
2544 Blairstone Pines Drive
Tallahassee, Florida 32301
(904) 877 - 6555

[Handwritten Signature]
for Martin S. Friedman

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application of NORTH FORT MYERS UTILITY, INC., for amendment of its Sewer Certificate No. 247-S in Lee County.

CRITICAL FILE COPY
DOCKET NO. 880256 SU

APPLICATION FOR AMENDMENT OF CERTIFICATE NO. 247-S

Applicant, NORTH FORT MYERS UTILITY, INC., by and through its undersigned attorneys and pursuant to Sections 367.041 and 367.061, Florida Statutes, and Rule 25-30.045, Florida Administrative Code, applies to the Florida Public Service Commission for amendment to its Certificate No. 247-S to include additional territory in Lee County, Florida, and in support thereof states:

I.

The full name and address of the Applicant is:

North Fort Myers Utility, Inc.
Post Office Box 2547
Fort Myers, Florida 33902

II.

The full name and address of the Applicant's attorneys to whom all orders, notices, directives and other communications should be directed is:

ROSE, SUNDSTROM & BENTLEY
2544 Blairstone Pines Drive
Tallahassee, Florida 32301
Attention: Martin S. Friedman

III.

EXHIBIT "C" 105

1344 Blairstone Pines Drive
Tallahassee, Florida 32301
Attention: Martin Friedman

III.

An affidavit in compliance with Section 367.041(4), proof of publication as required by Commission Rule 30-030(2)(E) is attached hereto as Exhibit "A".

DOCUMENT NUMBER-DATE

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IV.

An affidavit in compliance with Section 367.041(4), as required by Commission Rule 25-30.030(2)(e), and a copy of the Notice provided are attached hereto as Exhibit "B".

V.

A description of the additional territory applied for herein, which includes the existing service area, is attached hereto as Exhibit "C".

VI.

A Sewer Com...

description of the additional territory applied for herein, which includes the existing service area, is attached hereto as Exhibit "C".

VI.

A Sewer Service Facilities Expansion Status Report prepared by Post, Buckley, Schuh & Jernigan, Inc. is attached hereto as Exhibit "D".

VII.

A map showing the expanded review area is attached hereto as Exhibit "G".

VIII.

This extension of certificated area is necessary in order for North Fort Myers Utility, Inc. to efficiently and effectively plan and construct the appropriate treatment, distribution and collection facilities needed to provide sewer services as needed to those persons in need of such services.

IX.

North Fort Myers expects to fund the capital expenditures necessary to provide service to this expanded area by issuance of Industrial Development Revenue Bonds in the approximate amount of \$12 million and has made application for same with a closing expected in the late Summer of 1988. The Industrial Development Authority has preliminarily approved issuance of the bonds.

X.

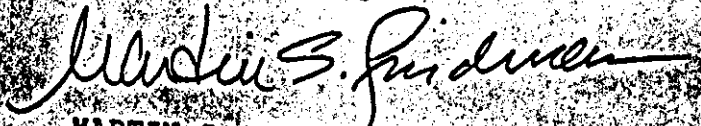
Objections were filed by North Trail Utilities and Buccaneer Mobile Estates. North Fort Myers Utility, Inc. has agreed to exclude certain property from this Application which would render these objections moot.

XI.

More than 10,000 persons will be served by the proposed sewer extensions. A check for the required filing fee in the total amount of \$4,500 is attached hereto.

Respectfully submitted on this 12th day of February, 1988, by:

ROSE, SUNDSTROM & BENTLEY
2544 Blairstone Pines Drive
Tallahassee, Florida 32301
(904) 877 - 6555



MARTIN S. FRIEDMAN
For the Firm

LAW OFFICES
ROSE, SUNDSTROM & BENTLEY
A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS
2844 BLAIRSTONE PINES DRIVE
TALLAHASSEE, FLORIDA 32301
(904) 877-8888

CHRIS H. BENTLEY, P.A.
P. MARSHALL DETERDING
MARTIN S. FRIEDMAN, P.A.
JOHN R. JENKINS
ROBERT M.C. ROSE, P.A.
WILLIAM E. SUNDSTROM, P.A.
JOHN L. WHARTON

February 19, 1988

MAILING ADDRESS
POST OFFICE BOX 1867
TALLAHASSEE, FLORIDA 32302-1867
TELECOPIER (904) 854-1000

**ORIGINAL
FILE COPY**

Mr. Steve Tribble, Clerk
Florida Public Service Commission
101 East Gaines Street
Tallahassee, Florida 32301

Re: Docket No. 871306-SU; North Fort Myers Utility Inc.
Our File No. 16319.37

Dear Mr. Tribble:

In the legal description we forwarded you on February 16, 1988, among the property that should have been excluded is Buccaneer Mobile Estates which operates under an exemption pursuant to Section 367.022, Florida Statutes. Please make sure that this exception to the proposed service area of North Fort Myers Utility, Inc. is included in this application.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,



Martin S. Friedman
For the Firm

MSF/bsr

cc: John Marks, Esquire
Mr. Red Goodwin
Debra Swim, Esquire

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EXHIBIT "D"

DOCUMENT NUMBER DATE
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