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March 12, 1999

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

RECEIVED-FPSC  
99 MAR 12 PM 4:35  
RECORDS AND  
REPORTING

Re: Docket No. 990173-WS

Dear Ms. Bayo:

Enclosed is an original and fifteen copies of Indiantown Company, Inc.'s Answer and Response to the Complaint and Petition for Expedited Relief filed by Indianwood Development Corporation, which we ask that you file in the captioned matter. Additional copies have been served to the parties shown on the attached Certificate of Service.

Thank you for your attention to this matter.

Sincerely,



David B. Erwin

RECEIVED & FILED

FPSC BUREAU OF RECORDS

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Copy to: All parties of record  
Robert M. Post, Jr.

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint and Petition )  
for Expedited Relief by )  
Indianwood Development )  
Corporation against )  
Indiantown Company, Inc. )  
\_\_\_\_\_ )

Docket No. 990173-WS  
Filed: March 12, 1999

INDIANTOWN COMPANY, INC.'S ANSWER  
AND RESPONSE TO INDIANWOOD DEVELOPMENT  
CORPORATION'S COMPLAINT AND PETITION  
FOR EXPEDITED RELIEF

Indiantown Company, Inc. ("Indiantown") hereby files its Answer and Response, pursuant to Rule 1.110, Florida Rules of Civil Procedure and Rules 25-22.037 and 25-22.0375, Florida Administrative Code, to the Complaint and Petition for Expedited Relief filed by Indianwood Development Corporation ("Indianwood"). Notwithstanding Indianwood's allegations to the contrary, Indiantown has not violated Section 367.111(2), Florida Statutes, and Rules 25-10.84 (if such a rule any longer exists) and 25-30.231, Florida Administrative Code. Indiantown respectfully submits that the Complaint and Petition should be denied. This is an ordinary case of a developer who installed a substandard utility system trying to shift the burden of taking care of that system to someone else when the system has begun to fall apart.

For answers to the specific allegations in the Complaint and Petition, Indiantown states as follows:

1. Indiantown denies the allegations of Paragraph 1 of the Complaint/Petition. However, Indiantown admits that it does not want to repair and maintain facilities and equipment that are substandard, which Indiantown never approved, and for which there are inadequate as built plans.

2. With regard to the allegations of Paragraph 2, Indiantown admits that the Commission has jurisdiction over Indiantown's water and sewer utility under the "Water and Wastewater System Regulatory Law," Chapter 367, Florida Statutes. Indiantown is without information sufficient to formulate a response with regard to whether the Commission has jurisdiction over all aspects of the subject matter of the Complaint/Petition.

3. With regard to the allegations of Paragraph 3, Indiantown admits that it provides water to Indianwood through a master meter and also to residents within the Indianwood Mobile Home Park. Indiantown further admits that it provides wastewater service to Indianwood and to the approximately 596 mobile home park residents. Indiantown admits that Indianwood is the current developer of the Indianwood Mobile Home Park, but Indiantown is without sufficient knowledge to formulate a response as to whether or not Indianwood was responsible for and did install all of the equipment and facilities within the Indianwood Mobile Home Park. Indiantown further avers that Indiantown is not the only party that furnishes water service to residents of the mobile home park through the equipment and facilities therein, since Indianwood also furnishes water service through the same equipment and facilities.

4. Indiantown admits the allegations of Paragraph 4.

5. Indiantown admits the allegations of Paragraph 5.

6. Indiantown admits the allegations of Paragraph 6, except that Indiantown does not believe that Chapter 25-10, Florida Administrative Code, is still effective, with the provisions therein having been transferred elsewhere or repealed as they might pertain to this matter.

7. Indiantown admits the allegations of Paragraph 7.

8. Indiantown denies the allegations of Paragraph 8 that allege willful failure to follow the specified statutes and rules and, consequently, denies the conclusions. Indiantown is without sufficient knowledge to formulate a response to the allegation that, "this proceeding will determine whether the utility will be required to repair and maintain the utility infrastructure [resulting in improved customer service] in the Park . . .," since Indianwood has not alleged that this Complaint/Petition has rendered the civil lawsuit moot, but Indiantown avers that if Indiantown is required to repair, upgrade and maintain the infrastructure within the mobile home park, it will probably result in increased customer rates.

9. Indiantown avers that the provisions of Section 367.111, Florida Statutes, speak for themselves.

10. Indiantown avers that Commission Rule 25-10.084, Florida Administrative Code, has been repealed and/or transferred.

11. Indiantown avers that the provisions of Rule 25-30.231, Florida Administrative Code, speak for themselves.

12. Indiantown denies the allegations of Paragraph 12.

13. Indiantown admits the allegations of Paragraph 13.

14. Indiantown admits the allegations of Paragraph 14.

15. Indiantown admits the allegations of Paragraph 15.

16. Indiantown denies the allegations of Paragraph 16.

17. Indianwood avers that the provisions of the letter which constitutes Exhibit "C" to the Complaint/Petition speak for themselves. The same is true for Exhibit "D." Indiantown admits that Indianwood has objected to Indiantown's invoices for repair to the equipment and facilities

in the mobile home park. Indiantown has consistently billed Indianwood for repairs, but Indianwood has not paid the amounts billed.

18. With regard to the allegations of Paragraph 18, Indiantown states that the repairs in the vicinity of Fivewood Way and Rake Drive mentioned herein have been repaired by Indiantown. Indiantown shares Indianwood's fears that, "additional repairs will be needed in the future in and about the Park," particularly since the equipment and facilities within the Park are substandard and/or deteriorating, and since repair or replacement will be costly.

19. Indiantown denies the allegations of Paragraph 19.
20. Indiantown denies the allegations of Paragraph 20.
21. Indiantown denies the allegations of Paragraph 21.
22. Indiantown denies the allegations of Paragraph 22.
23. Indiantown denies the allegations of Paragraph 23.
24. Indiantown admits that there may be disputed issues of material fact.

WHEREFORE, having fully answered the allegations raised in the Complaint/Petition, Indiantown respectfully requests that Indianwood's Complaint/Petition be dismissed, as Indianwood is not entitled to the relief sought.

Respectfully submitted this 12<sup>th</sup> day of March, 1999.

INDIANTOWN COMPANY, INC.



DAVID B. ERWIN, ATTORNEY  
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850.926.9331

**CERTIFICATE OF SERVICE**  
**Docket No. 990173-WS**

**I HEREBY CERTIFY that a true and correct copy of the foregoing was served by hand delivery \*\* or U. S. Mail this 12<sup>th</sup> day of March, 1999, to the following:**

**J. Jeffry Wahlen  
John P. Fons  
Ausley & McMullen  
P. O. Box 391  
Tallahassee, Florida 32302**

**\*\* Ralph Jaeger, Staff Counsel  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850**



**David B. Erwin**