

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Bayside Mobile Home Park)
against Bayside Utilities Services, Inc. regarding)
water and sewer service in an area within a)
territory assigned by the Commission)
_____)

DOCKET NO. 010726-WS

FILED: June 20, 2001
by USPS and Telefax

RESPONSE BY BAYSIDE MOBILE HOME PARK TO
RESPONSE
BY BAYSIDE UTILITY SERVICES, INC.
TO COMPLAINANT'S
MOTION TO DENY "MOTION FOR EXTENSION
OF TIME OF THREE BUSINESS DAYS TO
RESPOND TO COMPLAINT" FILED BY BAYSIDE
UTILITY SERVICES, INC

COMES NOW Bayside Mobile Home Park and in response to the Utility Companies' response
states that:

1) The document is a MOTION and should be treated with all the respect due any motion filed by
any person. We ask in our Motion that the Commission follow the Law and the Rules that are written to enforce the
Statutes. Mr. Girtman, as attorney for the Utility, failed to file his motion and response in a timely manner and his
motion should be denied and the subsequent response should not be allowed. This is evidenced by the two attached
exhibits "A" and "B".

2) The Utilities' response, by and through its Attorney, is without merit and not to the issue. The issue being
"will the Utility be required to abide by the Law and its Tariff and extend service to customers in a portion of the
territory that it has been assigned by the Commission". If they refuse, they have either abandoned that portion of
their territory, or they are in violation of a commission order and the Laws of the State of Florida.

3) The attorney for the Utility continues to belabor the idea that Bayside is trying to avoid its duties and is
perpetrating a "risk-avoidance adventure". By his own admission, Mr. Girtman states that he has just recently
come aboard and has not familiarized himself with the history leading up to the complaint filed by The Park. As
evidenced by the attachments to the Complaint, Mr. Girtman received copies of the numerous correspondences

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during the two years of the Park's efforts to get some sort of a response out of someone with the Utility. The Utility would not respond to any of the Park's efforts to start a dialog on this matter. They remained silent and non-responsive until the Park called upon the Commission staff (Mr. Rendell) to try and mediate the problem and reach some sort of solution. Mr. Rendell indicated to the Park (Ms. Burton and Mr. Jeter) that the Utility had refused to extend the system as the Park had requested. Please note that all correspondence to the Utility was faxed and copied to the Commission Staff.

4) Bayside Mobile Home Park has suffered enough in this matter by way of tremendous damages in cost of borrowed monies, labor, engineering costs and it is time to end the delaying tactics being used by the Utility and to order them to abide by their tariff and the Public Service Commission Rules. This is what the Commission did when the Park owned the Utility and upgraded and extended its service. The Commission ordered Bayside Utilities, Inc., when it was owned entirely by Bayside Partnership, to borrow \$250,000.00 to extend, meter, and upgrade the system. A large portion of the money was for impact fees paid to the City of Panama City Beach.(see 1987 rate case, Bayside Utilities, Inc. Staff Assisted, Staff members, Romig, Davis, and Kraynak). A rate base was approved by the Commission to cover the loan costs and to extend and upgrade the system.

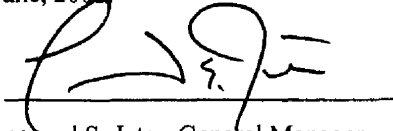
5) A speculative investment is a part of being in the business of buying small utility companies, and operating them for a profit. Utilities, Inc. and Bayside Utility Services, Inc. have made it a point on many occasions to indicate to Bayside Mobile Home Park their strength and influence. This is evidenced by the fact that the Park tried to retain counsel in the Tallahassee area that was familiar with the workings of the PSC and was informed that they were already on the payroll of Utilities, Inc and would have a conflict.

6) As a matter of clarification of the history of this docket, Bayside Mobile Home Park is owned entirely by Bayside Partnership, a Florida Partnership.(see exhibit "C") Bayside Partnership is comprised of two partners, J. Jevne, Inc. and Jevne Enterprises, Inc. Ms. Burton owns all the stock in both corporations and both corporations are Florida Corporations. Bayside Partnership was owner of all of the stock of Bayside Utilities, Inc. which was sold to Utilities, Inc. It is a ridiculous assumption to think that Bayside Partnership would have sold Bayside Utilities, Inc. to Utilities, Inc. for \$190,000. knowing it was going to have to spend \$186,000. in impact fees and \$200,000. in sewer and water cost, to complete the final phase of the development. If this had been known, Bayside Partnership would have retained ownership of the Utility until development was complete and then sold for an amount great enough to cover its investment. Furthermore, it was agreed by all and discussed with staff and Utilities, Inc. during the docket approving the sale of the Utility and the subsequent protest by the customers, that the final phase would commence and the 76 lots would be developed. The only charge to the Park was to be the \$300.00 service availability fee allowed by the Tariff. Utilities, Inc. agreed to this. It was discussed with staff and also with Mr. Girtman.

7) The Park does not believe that it is required by Commission Rule or Florida Statutes that as a private company it has to invest almost \$400,000. and then give it to another private for profit company. Mr. Girtman states in paragraph 9 of his document that, “as a general matter”, they enter into agreements requiring developers to contribute their systems. The Park takes strong exception to this statement and asks that the Commission consider indicating to Utilities, Inc. that not “As a general matter”, but as A **MATTER OF LAW** it will follow its Tariff and immediately begin to extend their system to supply service to the territory assigned to the Utility by the Commission. If they refuse then they effectively have abandoned that portion of the territory and the Park would be left with no alternative but to try to negotiate with the City of Panama City Beach to get service to the area. As to the developer agreement that was sent to the Park in March of 2000 referred to by The Attorney for the Utility in paragraph 9 of his Motion, I must point out to him that he has erred again and the correct date is March, 2001.(see exhibit “D”). The Park, of course, does refuse to sign such a unilateral agreement. The entire agreement is heavily weighted in favor of the Utility even to the extent of requiring that the Park not only install the system, but maintain and guarantee it against “trouble free operation” for nine months after completion. At the request of Mr. Rendell with the Commission Staff when notified that a agreement had been sent to the Park to sign, a copy was sent to him. Mr. Rendell wanted to know just who sent the agreement to us and when. The Park contends it is “economically feasible” for the Utility to abide by its Tariff and install the system, follow the rules of the Commission concerning rate base and rate case procedures, and achieve the allowed rate of return on its investment. Bayside Utilities, Inc., when owned by Bayside Partnership, was required by the Commission to pay for all extensions, improvements and maintenance. It had to use the rate case procedure to achieve a return. The Park asks for consistent rulings by the Commission.

WHEREFORE, the Utilities “Motion for Extension of Time of Three Business Days to Respond to Complaint” should be treated as filed in an untimely manner and not by the deadline required by the Rule. The Motion should be denied and the document styled “**BAYSIDE UTILITY SERVICES, INC.’S RESPONSE TO COMPLAINT**” should NOT be allowed to become a part of the record of this Docket.

RESPECTFULLY SUBMITTED, this 20th of June, 2001



Leonhard S. Jeter, General Manager
Bayside Partnership d/b/a/ Bayside Mobile Home Park
6325 Big Daddy Drive
Panama City Beach, Florida 32407
(850) 234-6668

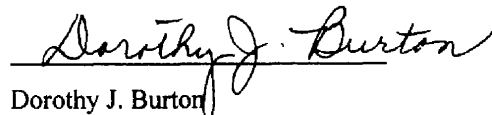
I HEREBY CERTIFY that a copy of the foregoing has been sent to the following by Telefax and U.S. Mail this 20th of June, 2001.

Ralph Jaeger, Esq.
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Ben E. Girtman, Attorney
1020 East Lafayette Street
Suite 207
Tallahassee, Florida 32301

Florida Public Service Commission
Division of Records & Reporting
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Mr. Charles Walker
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850



Dorothy J. Burton
Bayside Partnership, General Partner

STATE OF FLORIDA

COMMISSIONERS:
E. LEON JACOBS, JR., CHAIRMAN
J. TERRY DEASON
LILA A. JABER
BRAULIO L. BAEZ
MICHAEL A. PALECKI



DIVISION OF RECORDS & REPORTING
BLANCA S. BAYO
DIRECTOR
(850) 413-6770

Public Service Commission

May 11, 2001

mailed by Utility
ON MAY 10, 2001
Received by Th
Commission on
MAY 11, 2001

Dorothy Burton, Owner
Bayside Mobile Home Park
6325 Big Daddy Drive
Panama City Beach, Florida 32407

Docket No. 010726-WS

Dear Ms. Burton:

This will acknowledge receipt of a complaint by Bayside Mobile Home Park against Bayside Utility Services, Inc. regarding water and wastewater service in an area within a territory assigned by Commission, which was filed in this office on May 11, 2001 and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-6248 or FAX (850) 413-7180.

Division of Records and Reporting
Florida Public Service Commission

Exhibit "A"

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Exhibit "B"



FLORIDA DEPARTMENT OF STATE

Katherine Harris

Secretary of State

November 3, 1999

BAYSIDE MOBILE HOME PARK
6325 BIG DADDY DRIVE
PANAMA CITY BEACH, FL 32407

Subject: **BAYSIDE MOBILE HOME PARK**

Renewal Number: G99999010601

This will acknowledge the Fictitious Name Registration Renewal for BAYSIDE MOBILE HOME PARK, filed on October 21, 1999. This renewal continues the original registration - G94272900093 until December 31, 2004.

If the mailing address of this business changes, please notify this office in writing and reference the original registration number.

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

/sh

Exhibit "C"

UTILITIES, INC.

2335 Sanders Road
Northbrook, Illinois 60062-6196
Telephone 847 498-6440
Facsimile 847 498-2066

Federal Express

March 2, 2001

Mr. Leonard Jeter
General Manager
Bayside Partnership
6325 Big Daddy Drive
Panama City, FL 32407

Dear Leonard:

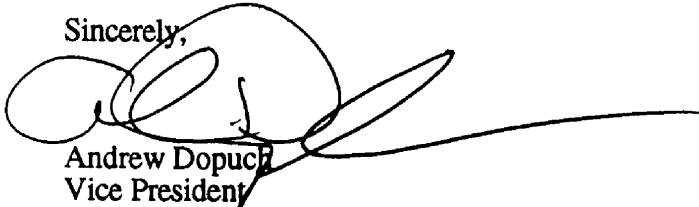
Enclosed are three executable copies of an agreement for water and wastewater service to your mobile home development.

Please sign and return two copies to my attention, along with Exhibit 1. I will then send you a fully executed agreement for your records.

not enclosed

If you have any questions, please contact me directly.

Sincerely,



Andrew Dopuch
Vice President

AD:pas

Encs.

cc: J. Camaren
D. Rasmussen

Exhibit "D"