

ORIGINAL RECEIVED FPSC
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COMMISSION CLERK

August 1, 2002

Director, Division of the Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

020707-50

Director,

Please accept this letter as my formal objections to the transference of the wastewater certificate known as NO 281-S the transference amounts to nothing more than a creative way to raise utility rates!

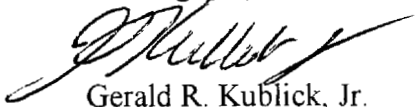
Bonita Springs Utilities has continually raised rates and impact fees throughout its history with no reasonable explanation. Also, the Capital Credit issue with BSU continues to be a thorn in their side. Creating a monopoly such as this is against many Anti-Trust laws all ready on the books.

I also feel the application should be denied as the transference is against the subscribers agreement I entered into with Bonita County Club Utilities, Inc. (see enclosed).

The only way I would accept this proposed agreement is to guarantee the existing subscribers that there would be no rate increase as long as the ownership of the homes do not change.

I sincerely hope the PSC will take my concerns seriously and act immediately on this request.

Best regards,



Gerald R. Kublick, Jr.
10283 Sandy Hollow Ln.
Bonita Springs, FL. 34135

AUS _____
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02 AUG - 7 AM 10:37

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DOCUMENT # 020707-50

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FPSC-COMMISSION CLERK

BONITA COUNTRY CLUB UTILITIES, INC.

10200 Maddox Lane • Bonita Springs, Florida • Phone (813) 992-2800

APPLICATION FOR SEWER SERVICE AND SEWER USER'S AGREEMENT

APPLICATION IS HEREBY MADE TO BONITA COUNTRY CLUB UTILITIES, INC., ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF FLORIDA, HEREAFTER CALLED THE SEWER UTILITY; BY GERALD R. KUBLICK JR. HEREAFTER CALLED SUBSCRIBER; FOR DOMESTIC SERVICE OF SEWER. SEWER SERVICE IS FURNISHED ONLY UPON SIGNED APPLICATION AND ACCEPTED BY THE SEWER UTILITY AND THE CONDITIONS OF SUCH APPLICATION ARE BINDING UPON THE SUBSCRIBER AS WELL AS UPON THE SEWER UTILITY. A COPY OF THE APPLICATION FOR SEWER ACCEPTED BY THE SEWER UTILITY WILL BE FURNISHED TO THE APPLICANT ON REQUEST.

WITNESS:

WHEREAS, THE SUBSCRIBER AGREES TO PURCHASE DOMESTIC SEWER SERVICE FROM THE SEWER UTILITY, AND TO COMPLY WITH AND ABIDE BY THE RULES AND REGULATIONS OF THE SEWER UTILITY AS APPROVED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY UNDERSTOOD AND AGREED:

THE SEWER UTILITY SHALL FURNISH, SUBJECT TO THE LIMITATIONS HEREIN AFTER PROVIDED FOR, SUCH SEWER SERVICE FOR DOMESTIC DISCHARGE AS THE SUBSCRIBER WOULD NORMALLY PRODUCE IN CONNECTION WITH HIS OCCUPANCY OF THE PROPERTY LISTED HEREIN. THE SUBSCRIBER UNDERSTANDS THAT SERVICE MAY BE DISCONTINUED FOR ANY VIOLATION BY THE SUBSCRIBER OF THE RULES AND REGULATIONS DESCRIBED BELOW.

- 1) ANY UNUSUAL QUANTITY OF WATER SUCH AS FROM SWIMMING POOL DRAINING OR BACKWASH; RUN OFF FROM RAINFALL BY CONNECTION OF FOUNDATION DRAINS OF ROOF DRAINS TO THE SEWER SERVICE; INFILTRATION CAUSED BY DAMAGE OR NEGLECT OF THE SEWER SERVICE OR CLEANOUTS; INTER-CONNECTION OF THE SEWER SERVICE WITH WELL IRRIGATION SYSTEMS; OR ANY OTHER SOURCE OF EXCESS WASTE NOT NORMALLY CONSIDERED AS AN AVERAGE DAILY DISCHARGE OR DOMESTIC WASTE.
- 2) ANY DELETERIOUS OR TOXIC SUBSTANCES SUCH AS ACIDS OR ALKALIS, DEGREASERS, FUNGICIDES, BACTERICIDES, PESTICIDES, HERBICIDES, HEAVY METAL WASTES, PHOTOGRAPHIC CHEMICAL WASTES.
- 3) ANY DUMPING OF WASTE FROM ANY FORM OF TRAVEL TRAILERS, MOBILE HOMES OR MOTOR HOMES.
- 4) ANY DISCHARGE OF PETROLEUM PRODUCTS SUCH AS GASOLINE, OIL OR GREASE OR ANY RELATED PRODUCTS.
- 5) ANY SIZE, SHAPE, FORM OR CONSISTENCY OF PLASTIC OR RUBBER

ITEMS, SUCH AS BAGS, TAPE, HOLDERS, APPLICATORS, ETC.

6) ANY SIZE, SHAPE, FORM OR CONSISTENCY OF RAGS, CLOTH , PADS, ETC.

7) ANY SOLID WASTE ITEMS WHICH ARE CLASSED AS TRASH OR GARBAGE, GLASS IN ANY FORM, GREASE OR COOLING OIL IN ANY SHAPE OR FORM, YARD AND GRASS CLIPPINGS, HARDWARE IN ANY SHAPE OR FORM SUCH AS SCREWS, NAILS, NUTS, BOLTS, WIRE, RAZOR BLADES, ETC.

THE SUBSCRIBER AGREES TO MAINTAIN ALL CLEANOUTS ON THE DESCRIBED PROPERTY, AT GRADE, AS INSTALLED, IN PLAIN VIEW, FREE FROM ANY COVER OF FILL OR OBSCURED BY ANY GROWTH OF GRASS OF SHRUBBERY, ETC., AND FURTHER ALLOW SEWER UTILITY PERSONNEL TO FREELY INSPECT SAID CLEANOUTS FROM TIME TO TIME AS NECESSARY.

THE SUBSCRIBERS AGREES TO INSTALL AND MAINTAIN AT HIS OWN EXPENSE, A SERVICE LINE WHICH SHALL BEGIN AT THE PROPERTY LINE AND EXTENT TO THE DWELLING. THE SEWER UTILITY SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SEWER SYSTEM OUTSIDE OF THE SUBSCRIBERS PROPERTY.

THE SUBSCRIBERS SERVICE LINE SHALL CONNECT WITH THE SEWER SYSTEM'S, AT THE NEAREST PLACE PROVIDED BY THE SEWER UTILITY.

THE SEWER UTILITY SHALL HAVE FINAL JURISDICTION IN ANY QUESTION OF LOCATION OF ANY LINE CONNECTION TO ITS COLLECTION SYSTEM.

THE SUBSCRIBER AGREES TO PAY FOR SEWER SERVICE IN ACCORDANCE WITH THE ATTACHED SCHEDULE, OR IN ACCORDANCE WITH ANY CHARGES TO THE SCHEDULE APPROVED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

THE SEWER UTILITY IS NOT LIABLE TO THE SUBSCRIBER FOR FAILURE OR INTERRUPTION OF CONTINUOUS SEWER SERVICE, FOR ANY ACT OF OMISSION CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, LABOR TROUBLE, ACCIDENTS, LITIGATIONS, BREAKDOWNS, SHUTDOWNS FOR EMERGENCY REPAIRS OR ADJUSTMENTS.

IN THE EVENT OF CHANGE OF OCCUPANCY, WRITTEN NOTICE WILL BE GIVEN TO THE SEWER UTILITY NOT LESS THAN THREE (3) DAYS PRIOR TO THE DATE OF CHANGE OF OUTGOING SUBSCRIBERS, WHO SHALL BE HELD RESPONSIBLE FOR ALL SEWER SERVICE USED ON SUCH PREMISES UNTIL SUCH NOTICE IS SO RECEIVED. THE SUBSCRIBER HEREBY ACKNOWLEDGES RECEIPT OF THE CURRENT SCHEDULE OF RATE AND CHARGES, RULES AND REGULATIONS FURNISHED BY THE SEWER UTILITY.

BILLINGS FOR SEWER SERVICE WILL BE RENDERED MONTHLY. BILLINGS ARE DUE ON THE FIRST DAY OF EACH MONTH. BILLING BECOMES DELINQUENT ON THE TWENTIETH OF EACH MONTH, AND AFTER WRITTEN NOTICE WILL BE DISCONNECTED ON THE TWENTY-FIFTH. A RECONNECTION FEE ESTABLISHED ON THE BASIS OF THE EXPENSES INCURRED IN THE RECONNECTION AND RESTORATION OF SEWER SERVICE WILL BE CHARGED AND PAID PRIOR TO RESUMPTION OF SERVICE.

A SEWER HOOKUP CHARGE IS BASED ON A PLANT CAPACITY CHARGE OF

\$400.00 AND THE ACTUAL COST OF THE CONNECTION TO SEWER LATERALS.

SEWER SERVICE IS CHARGED TO THE PREMISES REGARDLESS OF ITS OCCUPANCY.

SINGLE FAMILY MONTHLY USAGE FEE \$24.09

MULTI FAMILY USAGE FEE \$

PROPERTY COVERED BY THIS CONTRACT;

STRAP #26-47-25-08-00000.0110
STREET NAME 10283 SANDY HOLLOW LANE
LOT #11

BONITA COUNTRY CLUB UTILITIES, INC.

BY: 
PAMELA PASS, MANAGER

SUBSCRIBER: _____
GERALD R. KUBLICK JR.

NOTICE OF APPLICATION FOR TRANSFER
OF WASTEWATER CERTIFICATE NO. 281-S

Notice is hereby given this 12th day of July, 2002, that REALNOR HALLANDALE, INC., 700 Brickell Avenue, Miami, Florida 33131, has filed an application with the Florida Public Service Commission for authority to transfer its Wastewater Certificate No. 281-S to BONITA SPRINGS UTILITIES, INC., 11860 East Terry Street, Bonita Springs, Florida 34135.

The territory served by REALNOR ~~HALLANDALE~~ under Certificate No. 281-S is located wholly within Lee County, and none of the territory authorized to be served is within one mile of any county adjacent to Lee County. The territory served is portions of Sections 14, 22, 23 and 26, Township 47 South, Range 25 East, all of which is located north of Bonita Springs and east of U.S. 41 (Tamiami Trail).

Any objection to the application must be made in writing and filed with the Director, Division of the Commission Clerk & Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within (30) thirty days of the date of this notice. At the same time, a copy of the objection should be mailed to the applicant whose address is set forth above. The objection must state the grounds for the objection with particularity.