

REQUEST TO ESTABLISH DOCKET

Please Type)

Date April 4, 2005 Docket No. 050228 - SU

1. Division Name/Staff Name: ECR/Revell

2. OPR: Jay Revell

3. OCR:

4. Suggested Docket Title: Request for approval of new class of service for Ranch Mobile WWTP, Inc. in Pinellas County

5. Suggested Docket Mailing List (attach separate sheet if necessary)
A. Provide NAMES OR ACRONYMS ONLY if a regulated company.
B. Provide COMPLETE NAME AND ADDRESS for all others. (Match representatives to companies.)
1. Parties and their representatives (if any):

Table with 2 columns: Name/Address and Address. Row 1: Ranch Mobile WWTP, Inc. Row 2: Powell, Carney, Gross, Maller & Ramsey, P.A. Bank of America Tower, One Progress Plaza, Suite 1210, St. Petersburg, FL 33701

2. Interested persons and their representatives (if any):

6. Check one:
XX Documentation is attached.
Documentation will be provided with recommendation.

POWELL, CARNEY, GROSS, MALLER & RAMSAY, P.A.

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March 29, 2005

Mr. Troy Rendell
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

Via Federal Express

05 MAR 30 AM 10:09
ECONOMIC REGULATION

Re: Ranch Mobile WWTP, Inc.
Company Code SU313

Dear Mr. Rendell:

This letter is being submitted on behalf of Ranch Mobile WWTP, Inc., the utility currently servicing the subdivision identified as Ranch Mobile, Inc., Down Yonder Mobile Home Park and Twin Palms Mobile Home Court. I know that you have worked with Ranch Mobile WWTP, Inc. for several years now and are familiar with its waste water operation.

Ranch Mobile WWTP, Inc., has recently learned of an error that it has made with an additional customer that has been utilizing the waste water operation located within Ranch Mobile Home Park. Within the past couple weeks it has come to the attention of the Board Chairperson of Ranch Mobile, Inc., Charles Dumican, that there was an easement agreement that was entered into with a restaurant located on U.S. 19 and Ranch Mobile, Inc. for purposes of allowing the restaurant to connect its sewer line to Ranch Mobile, Inc.'s sewer line. The restaurant is actually connected to the pipeline of Ranch Mobile which ultimately is tied into the sanitary sewer system of the City of Largo, Florida. I am enclosing a copy of the Easement Agreement which is in the possession of Ranch Mobile, Inc. Although the agreement itself was dated November 14, 1996, the Easement Agreement has never been filed of record and Ranch Mobile, Inc. has never received a copy with any signatures from the grantee, identified as the restaurant or even a copy with the restaurant's name identified in the Easement Agreement. Nonetheless, Ranch Mobile, Inc. has been receiving payment in the sum of \$25.00 a month since March of 1998. Those monies have been received by Ranch Mobile, Inc. rather than Ranch Mobile WWTP, Inc. The payments have always been made to Ranch Mobile, Inc. and therefore have not been reported in the prior annual reports submitted by Ranch Mobile WWTP, Inc.

I cannot stress enough that at no time did Ranch Mobile WWTP, Inc., mean to mislead the Public Service Commission. Rather it was an error on the part of Ranch Mobile, Inc. for having not realized that the execution of the Easement Agreement between Ranch Mobile, Inc. and the restaurant required that the restaurant be identified as an additional customer of Ranch Mobile WWTP, Inc. There was no intent to mislead the Public Service Commission by any member of Ranch Mobile, Inc. Rather, it was simply an error in understanding the significance of the restaurant connecting to Ranch Mobile's sewer line.

Ranch Mobile WWTP, Inc., understands that the utility should have been paying rate fees for this additional customer dating back to March of 1998. I am enclosing the summary prepared by Ranch Mobile WWTP, Inc., which has the proposed calculation on the rate fees that should have been paid from March, 1998 up through 2003. The calculations only go up through 2003 in that Ranch Mobile WWTP, Inc., has paid for the rate fees with the submission of the most recent annual report submitted for the year ending December 31, 2004. We further understand that there will be interest that will be added to the fees which we have also calculated in the attached summary.


Under these circumstances Ranch Mobile WWTP, Inc. requests that the restaurant be identified as an additional customer and petition the Public Service Commission to add a new class of service.

Please advise as to whether any additional documentation is needed to assist yourself or the other members of the Public Service Commission in reviewing this petition requesting the new class of service.

Thank you for your attention to this matter.

Very truly yours,

POWELL, CARNEY, GROSS, MALLER & RAMSAY, P.A.



Karen E. Maller, Esq.

KEM\cag
Enclosures as stated

EASEMENT AGREEMENT

This Easement Agreement made and entered this 14th day of November, 1996, by and between RANCH MOBILE, INC., hereinafter called "Grantor," and _____ hereinafter called "Grantee".

WHEREAS, the Grantee is the owner of a certain parcel of property adjacent to real property owned by the Grantor, which parcel of property does not currently have sanitary sewer service available to it, and which lack of sewer service impairs the Grantee's ability to develop his property; and

WHEREAS, adjacent to the Grantors property is a lift station owned and operated by the City of Largo, Florida, which, if accessed by the Grantee, will enable him to tie into the City of Largo Sewer System; and

WHEREAS, in order for the Grantee to tie into the above sewer system it is necessary for a sewer line to be connected across the Grantor's property to its sewage line; and

WHEREAS, the Grantor has agreed to allow the Grantee to tie into its sewer lines for the purpose of disposing of the sewage and wastewater from the Grantee's property;

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration as more particularly set forth below, the parties mutually agree as follows:

1. The Grantor does hereby grant unto the Grantee an Easement and right-of-way over and across the property of the Grantor more specifically described in Exhibit "A" which is attached hereto and incorporated herein by reference.

2. The foregoing Easement granted to the Grantee shall be used only for the purpose of a pipeline for the transmission of wastewater and sewage from the Grantee's property into

Grantor's pipeline and sewage systems which ultimately are tied into the sanitary sewer system of the City of Largo, Florida.

3. Grantee further agrees to keep in effect a septic and sewer company contract for maintenance of the grease trap which will be properly installed on the Grantee's property. The maintenance contract with a professional septic and sewer company shall be maintained in perpetuity by the Grantee; and each year a copy of renewal of the contract shall be sent to Ranch Mobile, Inc. by the Grantee (Restaurant Owner). See Exhibits "B" and "C" attached hereto and incorporated herein by reference.

4. This Easement and the rights and privileges granted herein shall last until such time as a sanitary sewer line is installed by Pinellas County or some other governmental agency adjacent to the Grantee's property to which the Grantee shall be entitled to tie into.

5. The Easement, rights, and privileges granted herein are nonexclusive and Grantor reserves and retains the right to convey similar rights and easements to such other persons as Grantor may deem proper.

6. This instrument shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successor, and assigns of the parties hereto.

7. It is expressly agreed and understood that the easement, rights, and privileges herein conveyed to Grantee are limited to one (1) pipe of sufficient size to adequately discharge sewage and wastewater from Grantee's property. Additional business and/or buildings are not covered under this document.

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8. As consideration for the granting of this Easement, the Grantor shall receive a fee in the amount of \$25.00 per month commencing on the first day of the month following the date that Grantee receives a Certificate of Occupancy for the building he intends to construct on its property and continuing monthly thereafter until this Easement is terminated.

Should this agreement be in effect at the time of the making of repairs, maintenance, improvements, or modifications to the system or should the Grantee cause the repairs to be made, the Grantee will pay seven and one-half (7½) percent of the total cost incurred by the Grantor in effectuating such repairs, modifications, or improvements. The Grantor agrees to provide Grantee adequate documentation to support the necessity for any such alterations, improvements, or repairs and Grantee agrees to pay for the same within thirty(30) days of the date of the submission of the documentation supporting such expense and an invoice for the same. However, Grantor agrees to notify Grantee in advance of undertaking the same and of the estimated costs for their completion. Failure to pay such costs shall make the Grantee liable for seven and one half(7½) percent of any costs incurred by the Grantor.

9. Should Grantee fail to perform any covenant, undertaking, or obligation arising hereunder, all rights and privileges granted hereby shall terminate and this agreement shall be of no further force or effect. The Grantor will file a notification referring to the Temporary Easement described in the Public Records of Pinellas County, and state that the Grantee has defaulted under this agreement and therefore the Temporary Easement is terminated. The notification that is to be recorded in the Public Records of Pinellas County will be entitled "Notice of Cancellation of Temporary Easement". The Grantee will be responsible for all recording costs mentioned.

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10. In addition to the Easement, rights and privileges granted herein, the Grantee shall have the right to use so much of the surface of the property described in Exhibit "A" attached hereto as may be reasonable necessary to construct and install the pipeline herein contemplated. On the completion of the construction and installation of such pipeline, Grantee agrees to replace and restore the property to the condition that existed immediately prior to the commencement of its construction.

11. Upon the parties mutual agreement to terminate this Easement, termination can occur by the filing of a Notice of Cancellation of Temporary Easement which will be prepared and recorded in the Public Records of Pinellas County. The Notice of Termination under these circumstances must be executed by both parties. The Grantee will be responsible for the cost of recording the document.

12. Any notice of documentation required under this agreement will be sent to the parties at the address given after the signature of each, unless such addresses change by written notice to each person concerned, in which event the change of address will be used for the sending of such notice or document. Any required notice will be made by Certified Mail, properly addressed and postage prepaid.

13. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing parties shall be entitled to recover reasonable expenses, attorney's fees, and costs.

IN WITNESS WHEREOF, this instrument is executed this 14th
day of November, 1996.

GRANTOR:

On Behalf of:

RANCH MOBILE, INC.

6800 - 150th Ave. N.

Clearwater, Florida 34624

Signed and acknowledged in the
presence of:

Leoni Bell

C.W. Guinness

By: William S. Coffin

William S. Coffin, Chairman

BOARD OF GOVERNORS

By: Mary J. Kimball

Mary J. Kimball, Secretary

BOARD OF GOVERNORS

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this
14th day of November, 1996, by William S. Coffin
and Mary J. Kimball
who is personally known to me or who has produced personally known
identification and who did/did not take an oath.



NANCY L. BREEN
My Comm Exp. 4/26/99
Bonded By Service Ins
No. CC455903
Notary Public - State of Florida

Nancy L. Breen

Print: Nancy L. Breen

Notary Public - State of Florida

My commission expires: 4/26/99

