

ORIGINAL



215 SOUTH MONROE STREET  
SUITE 815  
TALLAHASSEE, FLORIDA 32301

(850) 412-2000  
FAX: (850) 412-1307  
KATHRYN.COWDERY@RUDEN.COM

February 15, 2006

Blanca S. Bayo, Director  
Division of Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Via hand-delivery

RECEIVED-FPSC  
06 FEB 15 PM 2:47  
COMMISSION  
CLERK

Re: Docket No. 020640-SU: Application for wastewater certificate in Lee County by  
Gistro, Inc.

Dear Ms. Bayo:

Attached for filing in this docket are five copies of this firm's February 15, 2006 letter to  
Ms. Pat Brady requesting a \$5.00 late payment charge as part of the above docket, and  
addressing additional questions of Staff.

- CMP \_\_\_\_\_
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
- ECR \_\_\_\_\_
- GCL \_\_\_\_\_
- OPC \_\_\_\_\_
- RCA \_\_\_\_\_
- SCR \_\_\_\_\_
- SGA \_\_\_\_\_
- SEC 1 \_\_\_\_\_
- OTH \_\_\_\_\_

Please let me know if you have any questions.

Sincerely,

Kathryn G.W. Cowdery

Enclosures

Pat Brady  
Roseanne Gervasi, Esq.  
Richard Redemann  
Patti Daniel

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

RUDEN, McCLOSKEY, SMITH, SCHUSTER & RUSSELL, P.A.

DOCUMENT NUMBER-DATE

01311 FEB 15 8



215 SOUTH MONROE STREET  
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(850) 412-2000  
FAX: (850) 412-1307  
[KATHRYN.COWDERY@RUDEN.COM](mailto:KATHRYN.COWDERY@RUDEN.COM)

February 15, 2006

Pat Brady  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32301

Via Hand Delivery

Re: Docket No. 020640: Application for original certificate by Gistro, Inc.

Dear Ms. Brady:

Pursuant to the conference call of February 13, 2006 between Mr. Holzberg, Staff, and myself, attached is a copy of the revised miscellaneous service charges wastewater tariff Original Sheet No. 15.0 which includes a late payment charge of \$5.00. A late payment charge is being requested so that in the event customers are delinquent in paying their monthly utility bill, Gistro, Inc. will be authorized to charge a late payment charge in lieu of disconnect. In extreme cases of nonpayment, disconnect may still be appropriate, but hopefully such extreme changes will never occur.

A late payment charge of \$5.00 per account is requested because of the following estimated direct costs:

\$3.50	Labor. Estimated time spent to search accounts, review and verify that payment has not been received, extract names and addresses of delinquent customer accounts from computer; prepare, type, and print notice and envelope for each delinquent account, and make copies.
\$1.50	Postage for standard envelope and office supplies used to send notices to customers (envelopes, paper, labels, printing supplies).
\$5.00	Total

Mr. Holzberg is working diligently to get you cost estimates from consultants for the expenses of setting up the NARUC system of accounts/books and records for the utility, filing annual reports and regulatory assessment fees, and billing. I will provide this information as soon as it is available.

DOCUMENT NUMBER-DATE

01311 FEB 15 06

FPSC-COMMISSION CLERK


Letter to Pat Brady  
February 15, 2006  
Page 2

With regard to utility expenses, Mr. Holzberg's time in administering and managing the utility is approximately 15 hours per week. His work includes checking lift stations on a nearly daily basis; responding to customers; coordinating consultant work (accounting, maintenance, billing) and generally running the company. Please include an appropriate managerial salary/expense for Mr. Holzberg's time.

A copy of the January 1, 2006 Agreement with Stay Rite Environmental, Inc., Regarding the Monthly Inspection of Lift Stations for Gistro, Inc., is enclosed.

Please let me know if you have any questions.

Sincerely,



Kathryn G.W. Cowdery

Enclosures

NAME OF COMPANY GISTRO, INC.

WASTEWATER TARIFF

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>Actual Cost (1)</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Payment Charge	\$ <u>5.00</u>

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE

TYPE OF FILING -

**AGREEMENT WITH  
STAY RITE ENVIRONMENTAL, INC.  
REGARDING  
THE MONTHLY INSPECTION OF LIFT STATION FOR  
GISTRO, INC.**

This Agreement made and entered into this 1st day of January, 2006, by and between STAY RITE ENVIRONMENTAL, INC., a Florida Corporation, with offices at 14513 Riverside Drive, Fort Myers, Florida 33905 (hereinafter referred to as SRE) and GISTRO, INC., with offices at 26510 Southern Pine Drive, Bonita Springs, Florida 34135 (hereinafter referred to as the 'Client').

**SECTION 1: SCOPE OF SERVICES**

- 1.1 SRE shall provide the services of qualified personnel, To Perform List Station inspections.  
These duties shall include:
- a. Performance of visual inspection of lift stations once per month.
  - b. Set and implement a monthly program for checking the lift station including all automatic control devices, motor ampere readings, pump running times. All observations are to be recorded in a log to be maintained at the stations. To exercise pumps on a monthly basis.
  - c. Provide Client with a monthly summary of lift station inspections noting any problem areas or needed repairs.
  - d. Provide "On Call" personnel available at all hours in the event of an emergency at the lift station. Charges for equipment and manpower utilized for any emergency of extraordinary repairs shall be billed at the hourly rates as listed on Section 4.2 .
  - e. If it becomes necessary to perform emergency or extraordinary services, or to retain subcontractors or order materials for an emergency or because of extraordinary circumstances, SRE shall contact Client to obtain approval by Client. SRE shall not be obligated to perform any such services or cause the same to be performed, or take any other action with respect thereto, until SRE receives Client's approval. The name, address, and phone number of Client's authorized representatives who may give such approval are listed on Exhibit "A" attached hereto. Authorized representatives must be available at all times (24 hours per day, 7 days per week). Notwithstanding the above, SRE is hereby authorized to correct or repair any deficiencies, without written proposal/contract, where the total cost does not exceed seven hundred and fifty (\$750.00)dollars.

- 1.2 Neither SRE nor its personnel shall have any responsibility or liability whatsoever for any current or future disputes between the Client and any architects, engineers, contractors, or other parties relating to design, construction, or permit compliance.

## SECTION 2: RESPONSIBILITIES OF THE CLIENT

- 2.1 The Client will cooperate with SRE in the performance of this Agreement.
- 2.2 The Client will not to offer employment to or hire the personnel employed by SRE.
- 2.3 The Client shall be responsible to have necessary repairs corrected by SRE within sixty (60) days after notification (Due to conditions affected by the environment or age of the pump station, there may be times corrective actions may be required to keep the station properly functioning). SRE will provide written corrections for needed repair services, should they arise.

## SECTION 3: TERM

- 3.1 This Agreement shall commence on January 1, 2006 and continue for one (1) year expiring December 31, 2006.  
Following the termination date, this Agreement shall automatically and annually renew for successive one (1) year terms unless terminated by either party with a minimum sixty (60) day written notice, prior to the expiration date.

## SECTION 4: COMPENSATION

- 4.1 The Client shall compensate SRE for the services stated herein as follows:
  - a. For Contract Inspection Services, the amount of one hundred ninety (\$190.00) dollars per month, payable monthly as billed.
  - b. Client shall be responsible for the cost and expense of all parts, materials, equipment and labor (other than labor relating to routine inspections performed by SRE in accordance with Section 1.1 above), including without limitation, any payments due subcontractors.
- 4.2 Additional compensation shall be due SRE for providing additional services as defined in this Section of hourly rates for manpower and equipment to be provided in the event of an emergency within the facilities or for extraordinary work. Compensation for all supplies, including tax, freight and shipping charges for mechanical and electrical components, and all other materials necessary to provide the services set forth in this Agreement shall be reimbursed by Client to SRE.
  - a. Perform all maintenance and repairs for the project over and above requirements of this contract at the hourly rate of sixty-five (\$65.00) dollars per Technician (includes Service Truck, but does not include cost

of equipment for extraordinary work). Cost of equipment will be based on the type of extraordinary work.

- b. Overtime rates of one hundred (\$100.00) dollars per hour will apply for work performed before 7:00 a.m. and after 6:00 p.m., or on weekends and holidays.

Emergency call outs will be charged at a minimum of two (2) hours at one hundred (\$100.00) dollars per hour.

- 4.3 The Client shall pay SRE for services rendered and expenses accounted for monthly as billed. In the event that payment is not made within ten (10) days from date of billing, a late fee will be charge at a rate of twenty (\$20.00) dollars per every ten (10) days past due. In the event that payment has not been made to SRE within ninety (90) days from being past due, SRE has the right to refuse any further services to the Client and this contract will be terminated until full payment has been made by Client to SRE.

#### SECTION 5: INDEMNIFICATION AND INSURANCE

- 5.1 SRE shall maintain during the term of this Agreement the proper and adequate insurance. SRE will provide Client with a certificate of insurance evidencing the required coverage upon Client's request.
- 5.2 Client will obtain and maintain adequate property insurance on the lift station and any other insurance coverage required under any financing agreement or regulatory requirements with respect to the facilities and inspection thereof. Client will provide SRE with a certificate of insurance evidencing such coverage upon SRE's request.

#### SECTION 6: TERMINATION

- 6.1 In the event of termination of this Agreement, Client shall pay SRE for all services provided and invoiced up to the effective date of termination.
- 6.2 Either party may terminate this Agreement for convenience at its sole discretion, by providing a ninety (90) day written notice to the other party. In the event of the termination of this Agreement under this section, the Owner shall pay SRE for (I) Basic Services and any Additional Services invoiced by SRE up to the effective date of termination; (II) all unamortized costs of Capital Improvements financed or paid for by SRE; and (III) a fee equal to the number of months (and fractions thereof) remaining on the then current term of the Agreement at the date of termination multiplied by one hundred ninety (\$190.00) dollars. Payment shall be made within thirty (30) days of the date of termination.

## SECTION 7: OTHER TERMS AND CONDITIONS

- 7.1 Each party hereto represents to the other party that it has full power and authority to enter into and perform this Agreement, that all actions necessary to such execution and performance have been taken, and that this Agreement violates no law, regulation, decree, or other legislative, administrative, or judicial restriction of either of the parties.
- 7.2 The Client agrees to release and indemnify SRE and the Operator and save them harmless (including costs of defense) from any and all liability to the Client, its employees, or third parties for any damage to property, personal injuries, or loss of life or property, or any other claim resulting from activities under this Agreement, except for negligence, willful misconduct or nonfeasance by the Operator or SRE as finally found by a court of competent jurisdiction.
- 7.3 The terms and conditions of this Agreement shall be binding upon the Client and SRE and their respective successors and assigns.
- 7.4 This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.
- 7.5 *If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.*
- 7.6 Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement
- 7.7 All required notices must be delivered via U.S. mail to the following addresses:

Contractor: Stay Rite Environmental, Inc.  
14513 Riverside Dr.  
Fort Myers, Florida 33905

Client: Gistro, Inc.  
P.O. Box 366762  
Bonita Springs, Florida 34136



Location of Lift Station(s): 26510 Southern Pine Drive

Bonita Springs, Florida 34135

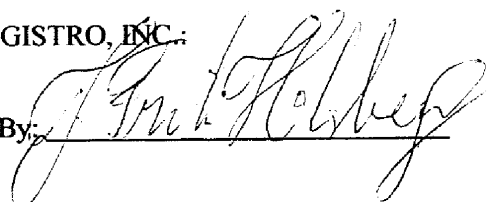
One lift station (#2)

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the day and year first above written.

WITNESS:

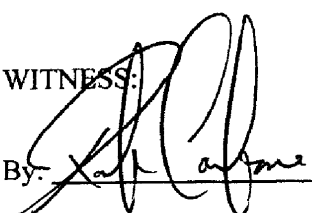
By: \_\_\_\_\_

GISTRO, INC.:

By: 

Title: \_\_\_\_\_

WITNESS:

By: 

STAY RITE ENVIRONMENTAL, INC.:

By: 

Title: UP