

# NORTH CHARLOTTE WATERWORKS, INC.

December 24, 2020

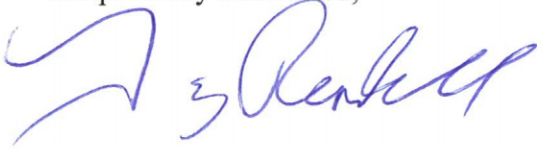
Office of Commission Clerk  
Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399

*Re: Docket No. 160058-WS - North Charlotte Waterworks, Inc, application for approval of transfer of Sun River Utilities, Inc. in Charlotte and DeSoto Counties, Florida – Joint Notice of Abandonment*

Dear Commission Clerk,

Please include the attached Joint Notice of Abandonment and Agreement and Release in the above referenced docket.

Respectfully Submitted,



Troy Rendell  
Vice President  
Investor Owned Utilities  
*//For North Charlotte Waterworks, Inc.*

**North Charlotte Waterworks, Inc.**  
**4939 Cross Bayou Blvd.**  
**New Port Richey, FL 34652**

**Sun River Utilities, Inc.**  
**11301 S. Dixie Highway #566418**  
**Miami, FL 33256**

December 23, 2020

Gary Clark, Chairman  
Florida Public Service Commission  
2540 Shumard Oak Blvd  
Tallahassee, FL 32399-0850

Hector Flores, County Administrator  
Charlotte County  
18500 Murdock Circle  
Port Charlotte, FL 33948

Re: NOTICE OF ABANDONMENT - North Charlotte Waterworks, Inc. and Sun River Utilities, Inc. (water and wastewater service)

Dear Messrs. Clark and Flores:

North Charlotte Waterworks, Inc. a Florida Corporation (North Charlotte) purchased the water and wastewater systems from Sun River Utilities, Inc. on February 6, 2016, North Charlotte filed for a transfer of Certificates in Docket No. 20160058-WS. Unfortunately, due to the fact that North Charlotte was unable to obtain adequate ownership or right to continued use of the land upon which treatment facilities are located pursuant to Section 367.1213, Florida Statutes, the FPSC staff has been unable to move forward with a recommendation to approve the transfer.

North Charlotte has continued to pay the Regulatory Assessment Fees and file its Annual Report since the date of purchase. Additionally, North Charlotte has expended additional capital to improve the water and wastewater service to its customers. Unfortunately, due to not being able to obtain a transfer of certificates, North Charlotte was unable to file for a Staff Assisted Rate Case. As a result, North Charlotte has experienced operating losses since the acquisition.

North Charlotte has notified Charlotte County and continues to cooperate with the county staff for a turnover of operations/ownership.

Sun River Utilities, Inc. is no longer an active Florida Corporation, has not been in the utility business since February 6, 2016, and has no capability of running a utility.

North Charlotte and Sun River jointly hereby gives its sixty (60) day notice of their intent to abandon, in compliance with Section 367.165, Florida Statutes and Rule 25-30.090, Florida Administrative Code. North Charlotte will be abandoning the Utility on February 21, 2021.

The following information is provided in accordance with Rule 25-30.090, F.A.C.:

- (a) The name and address of the utility is:  
North Charlotte Waterworks  
4939 Cross Bayou Blvd.  
New Port Richey, FL 34652
- (b) The person to contact regarding this notice  
Troy Rendell  
Vice President – Investor Owned Utilities  
4939 Cross Bayou Blvd.  
New Port Richey, FL 34652  
(727) 848-8292, ext. 245
- (c) The date of this notice is December 23, 2020.
- (d) The Utility will be abandoned on February 21, 2021 (sixty days from the date of notice)
- (e) Both the water and wastewater utilities will be abandoned.
- (f) The utility is being abandoned as the new owners are unable to obtain was unable to obtain adequate ownership or right to continued use of the land upon which treatment facilities are located pursuant to Section 367.1213, Florida Statutes. Therefore, North Charlotte is unable to obtain a transfer of certificates from the Florida Public Service Commission.
- (g) The utility is currently exceeding radium 228 and gross alpha. Therefore, the utility is under quarterly monitoring and is required to issue public notices. North Charlotte also has an FDEP Administrative Order No.: SDFLA140945 which established a compliance schedule under 403.088(2)(f), F.S.
- (h) The location of the utilities records is:
- North Charlotte Waterworks  
4939 Cross Bayou Blvd.  
New Port Richey, FL 34652

Thank you for your attention in this matter. We will coordinate with all parties to help make this a smooth transmission.

Sincerely,



Troy Rendell  
Vice President  
Investor Owned Utilities  
*// for North Charlotte Waterworks, Inc.*



Lara Hechtkopf  
Vice President  
Sun River Utilities, Inc.

Cc:/ Janette S. Knowlton, County Attorney

## **AGREEMENT AND RELEASE**

**THIS AGREEMENT AND RELEASE**, dated as of the 21<sup>st</sup> of December 2020, by and between **North Charlotte Waterworks** (North Charlotte) with an address of 4939 Cross Bayou Blvd., New Port Richey, FL 34652, and **Sun River Utilities, Inc.** (Sun River) with an address of 11301 S. Dixie Highway #566418, Miami, FL 33256 with reference to the following RECITALS:

**WHEREAS**, North Charlotte Waterworks, Inc., a Florida Corporation (North Charlotte), purchased the water and wastewater systems (the “Utility”) from Sun River Utilities, Inc. on February 6, 2016, and

**WHEREAS**, North Charlotte paid a sum of Twenty Thousand Dollars (\$20,000) in consideration for said purchase, and

**WHEREAS**, North Charlotte filed for a transfer of Certificates in Docket No. 20160058-WS., and

**WHEREAS**, due to the fact that North Charlotte was unable to obtain adequate ownership or right to continued use of the land upon which the Utility is located pursuant to Section 367.1213, Florida Statutes, the Florida Public Service Commission (FPSC) staff has not moved forward with a recommendation to approve the transfer (\*the transfer has not yet come to a vote of the Commissioners and the transfer has neither been approved or denied as of the date of this Agreement and Release), and

**WHEREAS**, North Charlotte has continued to pay the Regulatory Assessment Fees and file its Annual Report since the date of purchase, and

**WHEREAS**, Sun River is no longer an active Florida Corporation, and

**WHEREAS**, North Charlotte has notified Charlotte County of its intent to abandon the Utility and continues to cooperate with the county staff for a turnover of operations/ownership and

**WHEREAS**, both North Charlotte and Sun River mutually agree it is in the best interest of both Parties to enter into this Agreement and Release.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and Agreements herein contained and assumed, North Charlotte and Sun River hereby enter into this Agreement and Release and agree as follows:

- 1) The foregoing Recitals are true and correct and are incorporated herein by reference.

- 2) North Charlotte and Sun River will mutually and jointly file a Notice of Abandonment of the Utility with both the Florida Public Service Commission and Charlotte County, pursuant to Section 367.165, Florida Statutes and Rule 25-30.090, Florida Administrative Code.
- 3) North Charlotte will subsequently abandon the Utility sixty (60) days thereafter.
- 4) Charlotte County will take over operations of the Utility upon said abandonment.
- 5) Upon completion of the abandonment process, the release of North Charlotte and Sun River of any and all obligations with respect to the Utility by the Florida Public Service Commission, Charlotte County and any other applicable governmental agency or governing body, Sun River will pay the sum of Twenty Thousand Dollars (\$20,000) back to North Charlotte.
- 6) Both parties to this Agreement and Release agree (1) the Asset Purchase Agreement mutually entered into on January 22, 2016 and amended on January 28, 2016 will become null and void and (2) the Release, as specified in Section 8 below, will become effective, upon said actions in Sections 2-6 being completed.
- 7) General Release of All Claims

**a. Releasees.** This Agreement involves the release of claims that North Charlotte may have against Sun River. For purposes of this Agreement, the following companies and individuals, including Sun River, are referred to as the "Releasees": any or all current or former affiliated corporations, entities, parent corporations, partnerships, and the existing and prior officers, directors, shareholders, owners, board members, employees, agents, attorneys, successors and assigns of the foregoing, or entity acting directly or indirectly in their interest.

**b. Claims released and given up.** In consideration of the payment of Twenty Thousand Dollars (\$20,000), North Charlotte knowingly and voluntarily releases and forever discharges Releasees, of and from any and all claims, known and unknown, asserted or unasserted, which North Charlotte has or may have against Releasees whatsoever, including but not limited to those arising out of or in any way connected with the Utility, at any time, from the beginning of the world through the date of execution of this Agreement and Release. This Release also includes any claims for attorney's fees, interest, costs, money damages or penalties associated with any of claims or violations. North Charlotte recognizes that no suit can be filed against the Releasees for any claim released as part of this Agreement. Except for enforcement of this Agreement, if North Charlotte should later initiate or participate in any legal action or proceeding against the Releasees, for any claim arising or accruing before and through the effective date of this Release, which North Charlotte should not, this Agreement will be conclusive evidence that any such claims have been released.

- 8) North Charlotte will indemnify, defend and hold harmless Releasees from and against any claim, judgment, order, damages, costs, expenses arising from or related to any act or

omission related to the Utility in any way from and after February 6, 2016, as well as North Charlotte's breach of this Agreement. North Charlotte represents and warrants that there are no known or anticipated claims related to the Utility or the Lease.

Acceptance of the Agreement and Release and the items addressed are mutually agreed upon by both North Charlotte and Sun River, signified by the signatures below.

Agreement on the date first written.

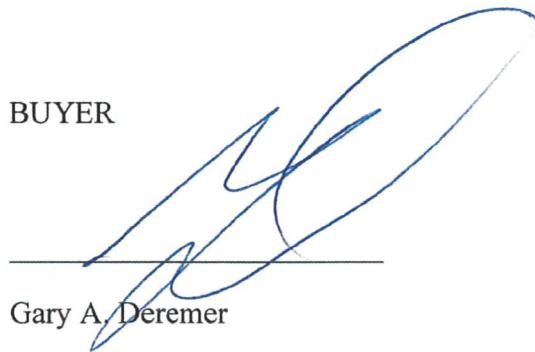
SELLER



Lara Hechkopf

Vice President, Sun River Utilities, Inc.

BUYER



Gary A. Deremer

President, North Charlotte Waterworks, Inc.