

ORIGINAL

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REPLY TO ALTAMONTE SPRINGS

MARTIN S. FRIEDMAN, P.A.
VALERIE L. LORD

January 5, 2004

HAND DELIVERY

RECEIVED - FPSC
05 JAN -5 PM 12: 28
COMMISSION
CLERK

Ms. Blanca Bayo
Commission Clerk and Administrative Services Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Docket No. 050013W, Application of Spring Creek Villages, Ltd., for Authority to Transfer Facilities in Lee County, Florida to Bonita Springs Utilities, Inc., and for Cancellation of Certificate No. 271-W
Our File No.: 39045.01

Dear Ms. Bayo:

Enclosed for filing are the original and twelve (12) copies of the Application of Spring Creek Villages, Ltd., for Authority to Transfer Facilities in Lee County, Florida to Bonita Springs Utilities, Inc., and for Cancellation of Certificate No. 271-W. Also enclosed is our firm's check in the amount of \$750.00 representing the appropriate filing fee.

Should you have any questions regarding this filing, please do not hesitate to give me a call.

Original CERT forwarded to ECP
Check received with copy and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check

MSF

Very truly yours,

VALERIE L. LORD
For the Firm

MSF/mp
Enclosures

cc: Mr. Allan Fox (w/enclosure)

M:\1 ALTAMONTE\SPRING CREEK VILLAGE\MISC (.01)\PSC Clerk 01.ltr.wpd

DOCUMENT NUMBER - DATE
00134 JAN-5 04
FPSC-COMMISSION CLERK

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority)
to Transfer the Facilities of)
SPRING CREEK VILLAGES, LTD. in) Docket No. 050013-WS
Lee County, Florida to BONITA)
SPRINGS UTILITIES, INC. and for)
cancellation of Certificate)
No. 271-W

**APPLICATION OF SPRING CREEK VILLAGES, LTD. FOR AUTHORITY TO
TRANSFER FACILITIES IN LEE COUNTY, FLORIDA TO BONITA SPRINGS
UTILITIES, INC. AND FOR CANCELLATION OF CERTIFICATE NO. 271-W**

SPRING CREEK VILLAGES, LTD. (hereinafter referred to as "Seller") by and through its undersigned attorneys and pursuant to the provisions of Rule 25-30.037, Fla. Admin. Code, and Section 367.071, Fla. Stat., files this Application for authority to transfer certain elements of its water and wastewater facilities in Lee County, Florida, to Bonita Springs Utilities, Inc. ("Buyer"), and for cancellation of Certificate No. 271-W. In support of this Application, Seller states:

1. The complete name and address of Seller is:

Spring Creek Villages, Ltd.
P.O. Box 6966
Ft. Myers, FL 33911

2. The complete name and address of Buyer is:

Bonita Springs Utilities, Inc.
P.O. Box 2368
Bonita Springs, FL 33959

3. The name and address of the person authorized to receive

DOCUMENT NUMBER-DATE

00134 JAN-5 8

FPSC-COMMISSION CLERK

notices and communications in respect to this application is:

Martin S. Friedman, Esquire
Valerie L. Lord, Esquire
Rose, Sundstrom & Bentley, LLP
600 S. North Lake Boulevard, Suite 160
Altamonte Springs, FL 32701
PHONE: (407) 830-6331
FAX: (407) 830-8522

4. Buyer is a Florida nonprofit corporation incorporated on January 7, 1970.

5. The names and addresses of Buyer's corporate officers and directors are as follows:

Name/Position Held:	Address:
Robert Bachman, President/Director	P.O. Box 2368
John Mathes, Vice President/Director	Bonita Springs,
T.H. Haines, Treasurer/Director	FL 33959
Henry Hochstetler, Secretary/Director	
Paul Attwood, Director	
Marc Ciaffone, Director	

6. Buyer is an existing water and wastewater utility that is exempt from the Commission's regulation pursuant to Section 367.022(7), Florida Statutes.

7. This Commission determined that Seller's wastewater system was exempt from Commission jurisdiction and cancelled Seller's Wastewater No. 213-S Certificate pursuant to Order No. PSC-94-1003-FOF-SU, dated August 14, 1994. In that proceeding, Seller requested Commission approval of the interconnection of its wastewater system to Buyer's wastewater system. Since that time, Buyer has been providing wastewater service to customers formerly served by Seller.

8. This Commission has previously determined that Buyer is a nonprofit exempt utility. (See Order No. PSC-03-0388-FOF-SU, dated March 20, 2003).

9. A copy of the Agreement for Transfer of Water and Wastewater Systems ("Agreement"), which includes the consideration for the transfer and a description of the assets to be transferred to, and obligations assumed by, Buyer, is attached hereto as Exhibit "A". In accordance with the terms of the Agreement, the closing will take place on or before November 1, 2005 and is contingent upon approval by the Commission.

10. There are no customer deposits, guaranteed revenue contracts, developer agreements, customer advances, debt of Seller or leases that must be disposed of in association with the transfer of the utility systems.

11. The transfer of the utility systems was not financed. The consideration for the transfer of the utility systems is the assumption by Buyer of the costs of renovating the utility systems to meet with the specifications of the Department of Environmental Protection ("DEP") pursuant to the Consent Order described in Paragraph 12 below, and the absorption by Buyer of a portion of the costs of interconnection with Buyer's water and wastewater facilities, and the provision of water and wastewater service to Seller's present and future customers.

12. The transfer of the water and wastewater facilities of Seller to Buyer is in the public interest for the following reasons:

On September 2, 2004, Seller and the Florida Department of Health, on behalf of DEP, entered into Consent Order No. 04-0057-SFO ("Consent Order"). Pursuant to the Consent Order, Seller agreed to implement certain actions necessary to correct the sodium, chloride, color and total dissolved solids MCL exceedances at Seller's water system. Because of the high costs of complying with the Consent Order, Seller determined that it is in the best interest of Seller and its customers to secure alternative water sources, and entered into the Agreement with Buyer. A true and correct copy of the Consent Order is attached hereto as Exhibit "B".

With respect to Buyer's technical and financial ability, Buyer has both the experience and financial wherewithal to ensure consistent compliance with environmental regulations and provide continuous service to Seller's present and future customers. Buyer's experience in operating its water and wastewater systems will provide greater assurance to Seller's customers on both a day-to-day basis as well as during emergencies of continuous water service that meets applicable standards.

For these reasons, it is in the public interest to grant approval of the transfer to Buyer.

13. Seller's rates were last set in a rate case which culminated in Order No. PSC-97-0931-FOF-WU, dated August 5, 1997. Based upon the rate base audit prepared in that Docket, the water rate base was \$52,942.00. There have not been any adjustments to update this rate base to the proposed date of transfer.

14. There is no proposal for inclusion of an acquisition adjustment resulting from the current transfer.

15. The books and records of Seller are available for inspection by the Commission and are adequate for the purposes of establishing rate base for the utility systems.

16. Buyer has had an opportunity to inspect all of the federal income tax returns of Seller from the date rate base was last established by the Commission.

17. The utility systems being transferred, consisting of Seller's water distribution system and wastewater collection system, are not in satisfactory condition and are not in compliance with all applicable standards set by DEP. Part of the consideration for the transfer is Buyer's agreement to undertake the corrective actions required of Seller pursuant to the Consent Order.

18. The real property upon which Seller's water plant is located will be transferred as part of this transaction. However, the water plant will not be transferred and will be decommissioned by Seller.

19. All outstanding regulatory assessment fees due as of March 31, 2005, for the year ended December 31, 2004 will be paid by Seller. Seller will also be responsible for payment of all regulatory assessment fees through the closing. No fines or refunds are owed by Seller except for any fines assessed pursuant to the Consent Order. Buyer is an exempt entity and is therefore not subject to the payment of regulatory assessment fees by the Commission.

20. Because Buyer is an exempt entity, no tariff sheets reflecting the change in ownership are attached to this Application. The rates to be charged to Seller's customers Buyer's approved water and wastewater rates as set out in its tariffs.

21. The original Water Certificate Number 271-W is attached hereto as Exhibit "C". Seller requests that the Certificate be cancelled as Seller will no longer provide water service and intends to decommission its water plant.

22. An Affidavit that the actual notice of the application was given to the entities on the list provided by the Commission in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, is attached hereto as Exhibit "D."

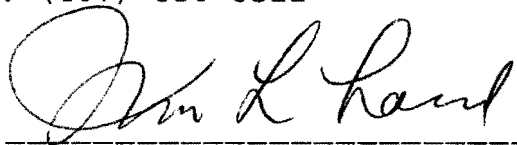
23. An Affidavit that the actual notice of the application was given to each customer in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "E."

24. An Affidavit that the notice of the application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, will be filed as Late Filed Exhibit "F."

25. Seller has the capacity to serve up to 500 ERCs. Pursuant to Rule 25-30.020, Florida Administrative Code, the appropriate filing fee is \$750.00.

Respectfully submitted on this
4th day of January 2005, by:

ROSE, SUNDSTROM & BENTLEY, LLP
600 S. North Lake Boulevard, Ste. 160
Altamonte Springs, FL 32701
PHONE: (407) 830-6331
FAX: (407) 830-8522

By: 

MARTIN S. FRIEDMAN
VALERIE L. LORD

EXHIBITS

- A: Agreement for Transfer of Water and Wastewater Systems
- B: Consent Order dated September 2, 2004
- C: Water Certificate
- D: Affidavit of Mailing Notice to Entities
- E: Affidavit of Mailing Notice to Customers
- F: Affidavit of Publication in Newspaper

EXHIBIT "A"

AGREEMENT BY AND BETWEEN SPRING CREEK VILLAGES, LTD. AND
BONITA SPRINGS UTILITIES, INC. FOR TRANSFER OF WATER
AND WASTEWATER SYSTEMS

THIS AGREEMENT ("Agreement") is made and entered into as of this 8th day of December, 2004, by and between Spring Creek Villages, Ltd., Post Office Box 6966, Fort Myers, Florida 33911 (hereinafter "Spring Creek"), and Bonita Springs Utilities, Inc., Post Office Box 2368, Bonita Springs, Florida 33959 (hereinafter "BSU")(each individually referred to as "Party" or collectively referred to as the "Parties").

WHEREAS, Spring Creek is the successor declarant under the Declaration of Conditions, Covenants, Charges, Restrictions and Reservations Affecting Property Located in Spring Creek Village (hereinafter "Declaration"); and,

WHEREAS, Spring Creek owns and operates a public water system ("hereinafter "System") and supplies water to its customers from said System, which is located at 24681 Windward Blvd., Bonita Springs, Florida 34134, Lee County, Florida; and,

WHEREAS, Spring Creek has voluntarily entered into a Consent Order ("CO"), D.O.A.H. case number 04-0057-SFO, between Spring Creek and the State of Florida, Department of Environmental Protection ("DEP"); and,

WHEREAS, Spring Creek has determined that it is in its best interest, and those of its customers, to satisfy the requirements of the CO by securing an alternative water source for Spring Creek Village (hereinafter the "Village") and any other area currently served by the System; and,

WHEREAS, BSU owns and operates a regional water and wastewater system and currently provides bulk wastewater service to Spring Creek and has the capacity to provide water service to all customers receiving water from Spring Creek; and,

WHEREAS, BSU will incur significant expense renovating the System and wastewater collection system as well as assuming responsibility for service to Spring Creek's customers; and,

WHEREAS, Spring Creek and BSU wish to provide a mechanism by which BSU will undertake to supply water and wastewater service, and acquire certain assets currently owned and used by Spring Creek to provide water and wastewater to the customers of Spring Creek.

NOW THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and conditions set forth herein, BSU and Spring Creek, intending to be legally bound thereby, agree as follows:



1. Whereas Clauses: The foregoing "Whereas" clauses, including the paragraph immediately preceding this paragraph, are, to the best knowledge of the Parties, true, correct and incorporated herein by specific reference.

2. Spring Creek's Obligations:

(a) Water Certificate: Subject to the terms and conditions hereof, Spring Creek agrees to relinquish, at Closing, its Florida Public Service Commission (hereafter "PSC") certificate territorial rights to its certificated service area and thereafter allow BSU to provide potable water and wastewater service to the present and future customers of the said service areas, and, should such customers exist, all other customers served by Spring Creek not within the certificated service area. Should such action require approval from the PSC, Spring Creek shall be responsible for securing such approval, including, but not limited to, certificate cancellation or approval of transfers. BSU agrees to cooperate in any such proceeding to the extent required to comply with the intent of this Agreement. Copies of any PSC order acknowledging the conveyance under this Agreement shall be provided to BSU upon Spring Creek's receipt thereof. However, Spring Creek acknowledges that, consistent with the Interim Bulk Water Agreement (hereinafter "Bulk Agreement"), BSU shall not become materially involved in any PSC proceeding.

(b) Transfer: Spring Creek agrees to transfer to BSU, at Closing, its entire water distribution system, which shall include, but not necessarily be limited to, all pipes, pumps, wells and accompanying Water Use Permits, buildings, and parcels of land currently used for providing water service to Spring Creek's customers. However, as mentioned below, Spring Creek shall decommission its water plant, and, while BSU will take title to the land on which the water plant is sited, BSU will not take title to the water plant itself.

Spring Creek agrees to transfer to BSU, at Closing, its entire wastewater collection system, which shall include, but not necessarily be limited to, all pipes, pumps, lifts stations, buildings, and parcels of land currently used for providing wastewater service to Spring Creek's customers.

(c) Decommission Water Plant: Spring Creek currently owns a water plant subject to the above-mentioned CO. Spring Creek shall take all steps necessary, including instituting any legal or administrative proceedings before the appropriate governmental agencies, to decommission its water plant. Should Spring Creek abandon its water plant, thereby leaving BSU to decommission said water plant, Spring Creek shall be responsible for repaying BSU its costs in undertaking this decommission, including, but not limited to, administrative costs, materials cost, and labor cost. To secure this obligation, Spring Creek shall post a payment-and-performance bond sufficient enough to cover the costs associated with decommissioning said water plant.

(d) PSC Relationship: Spring Creek shall be responsible for terminating its relationship with the PSC, including the filing of any reports, if required,

and satisfying any of its outstanding Florida gross receipts tax obligations through the date of Closing.

(e) Inventory: Not less than 30 days prior to Closing, Spring Creek will provide to BSU a complete inventory of the assets to be transferred, excluding land elements (real property), to BSU by Spring Creek. BSU and Spring Creek shall mutually agree prior to Closing as to the real property interests required by BSU and those real property interests shall also be transferred at Closing in a manner and method satisfactory to counsel for BSU.

(f) Continuing as Declarant: Spring Creek shall remain the successor declarant under the Declaration and nothing contained within this Agreement shall cause BSU (1) to assume such a position, or (2) cause BSU to assume any of the duties and obligations of Spring Creek, as the successor declarant, or the developer/owner of the Village. The Parties acknowledge BSU is the utility service provider within Spring Creek.

3. BSU's Obligations:

(a) Service Provision: Following Closing, BSU agrees to provide water and wastewater service to the present and future customers of Spring Creek, in accordance with the terms and conditions hereof and BSU's approved water and wastewater tariffs. Nothing contained herein shall cause BSU to assume any of the duties and obligations of Spring Creek, as the successor declarant, or the developer/owner of the Village.

(b) System Upgrades: In order to provide service to the Spring Creek customers on a long term basis, BSU must bring the water distribution system and wastewater collection system up to the standards set by BSU in the ordinary course of business and in accordance with its tariffs. Bringing the water distribution system and wastewater collection system up to BSU's standard will require, among other things: inspections of both systems; engineering analysis; development of engineering designs and specifications for system improvements; possible construction and renovations of the lines, meters, and facilities; and purchasing materials to complete the necessary upgrades. Without such system upgrades to protect the integrity of its system, BSU would not have entered into this Agreement.

(c) Costs of Improvements: BSU is responsible for determining the cost, on a pro-rata basis, for undertaking the system upgrades contemplated herein. Additionally, BSU shall be responsible for determining the appropriate ANC fee, on a pro-rata basis, and obtaining approval from the City of Bonita Springs (hereinafter "City") to pass these costs onto the customers, either up front or amortized over time, in their water and wastewater bills. Should BSU fail to obtain approval from the City to assess the customers the full cost of the system improvements and related engineering, legal and administrative costs, this Agreement shall terminate, with no further obligation by the Parties to one another.

4. Closing Timeline: In the event that this Agreement does not close by November 1, 2005, this Agreement shall terminate, with no further obligation, by the Parties to one another, unless otherwise agreed at that time.

This Agreement shall be closed within thirty (30) days of the fulfillment of all of the following events:

(a) A PSC order becoming final which approves the transfer or certificate cancellation.

(b) The City of Bonita Springs grants its approval for BSU to charge the customers of Spring Creek rates, assessments, and ANC fees as established in BSU's application to the City.

(c) Spring Creek has obtained a payment-and-performance bond sufficient to cover the costs associated with decommissioning its water plant as envisioned in section 2(c) of this Agreement.

5. Consequence of Closing: At Closing, Spring Creek shall execute, in form satisfactory to the Counsel for BSU, such other collateral documents as BSU may request, including a Deed, Bill of Sale, Grant of Easement, and No Lien Affidavit, and such other documents as may be necessary in order to convey legal title to the lines and facilities and any required land use rights to BSU, free and clear of any liens or encumbrances. No title or interests, whether equitable or legal, shall pass from Spring Creek to BSU until this Agreement actually closes. At Closing, the customers of Spring Creek shall become members of BSU subject to the water and wastewater tariffs and the rules and regulations contained therein.

6. Inspection: Subsequent to the full execution hereof and prior to Closing hereon, BSU shall be entitled to full access to the facilities at Spring Creek, for purposes of making inspections and carrying out the terms and conditions hereof.

7. Interconnection: The Parties hereto have, concurrent with or prior to entering into this Agreement, entered into a Bulk Agreement. The terms of the Bulk Agreement require Spring Creek to pay all costs associated with the physical interconnection of BSU's and Spring Creek's water distribution systems. Upon Closing, BSU shall refund to Spring Creek one-half of the costs associated with the construction of the physical interconnection.

8. Recordation: At closing, Spring Creek, or BSU at Spring Creek's expense, shall enter a notice in the public records of Lee County, Florida to the effect that the property is subject to a special service fee charge for utility services. The amount shall be determined by BSU prior to closing and shall be included in the notice. Furthermore, Spring Creek, or BSU at Spring Creek's expense, shall record this Agreement in the public records of Lee County, Florida as to the lands affected hereby.

9. Indemnity: The Declaration provides certain obligations and responsibilities as they pertain to providing water and wastewater service. To the extent any customer, or other third party, challenges this Agreement, or the fees and costs for which the customers shall be responsible pursuant thereto, Spring Creek agrees to indemnify BSU for attorneys' fees, damages incurred, and all other costs associated with defending this Agreement.

10. Miscellaneous Provisions:

(a) The Parties hereto recognize and agree that time is of the essence in this Agreement.

(b) Simultaneously with the Closing hereof, each Party will warrant to the other that there are no agreements or understandings outstanding, which would materially impair the benefit of consideration received by each Party to the other hereto, and each Party consents to the award of damages against it, for its misrepresentation or failure to abide by the terms and conditions hereof. Furthermore, at Closing, Spring Creek shall provide a letter from its counsel confirming its right and authority to enter into this Agreement.

(c) This writing embodies the entire agreement and understandings between the Parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification to the terms of the Agreement shall be valid unless made in writing and signed by the Parties hereto. This Agreement, regardless of where executed, shall be governed by and construed in accordance with the laws of the State of Florida.

(d) Each Party will, at any time and from time to time after the Closing, upon request of the other, execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, powers of attorney, and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements to the parties herein. Good faith is a condition of this Agreement.

(e) The Parties hereto represent to the other that they have dealt with neither a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement, and, in so far as they know, no broker, salesman or other person is entitled to any commission or fee with respect to such transaction. Further, each Party shall indemnify the other against any claim or loss incurred or suffered as a result of any brokers or salesman, commission or finder's fee alleged to be payable because of any statements, act or omission of the indemnifying Party.

(f) Any notice or other document to be given hereunder by any Party to the other shall be in writing and shall be delivered personally or sent by certified mail,

postage prepaid or facsimile transmission.

If to Spring Creek, such notice shall be addressed to Spring Creek at:

Spring Creek Villages, Ltd.
Post Office Box 6966
Fort Myers, Florida 33911
Attention: Allan E. Fox

With a copy to:

Goldstein, Buckley, Cechman, Rice & Purtz, P.A.
Post Office Box 2366
Fort Myers, Florida 33902-2366
Attention: J. Jeffrey Rice, Esq.

If to BSU, such notice shall be addressed to BSU at:

Bonita Springs Utilities, Inc.
Post Office Box 2368
Bonita Springs, Florida 33959
Attention: Fred Partin, Executive Director

With a copy to:

Rose, Sundstrom & Bentley, LLP
2548 Blaiirstone Pines Drive
Tallahassee, Florida 32301
Attention: William E. Sundstrom, Esq.

(g) The Parties acknowledge that each shall have against the other the right to seek specific performance to compel performance in accordance with the requirements of this Agreement. Such right of specific performance shall not, however, be the sole or exclusive remedy of each Party against the other, and each Party further hereby preserves its right to seek damages, due to the failure of the other to satisfy obligations contained herein.

(h) It is agreed by and between the Parties hereto that all words, terms and conditions herein contained are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another heading in the interpretation of this Agreement.

(i) This agreement is solely for the benefit of the Parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party, who or which is not a formal Party hereto.

(j) The heading titles are for convenience only and shall not be given any weight when construing this Agreement.

(k) Each Party acknowledges that it has played an equal role in drafting this Agreement and, as a result, in the event of any ambiguity contained herein, the same shall not be considered against or in favor of either Party.

(l) This Agreement may be signed in counterparts, each of which, when taken together, shall be considered one original.

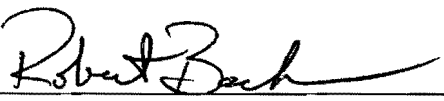
(m) In the event of any litigation that arises between the Parties with respect to this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

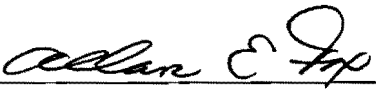
(n) The failure of the Parties to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and the Parties shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

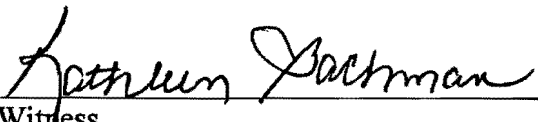
IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed that day and year aforesaid.

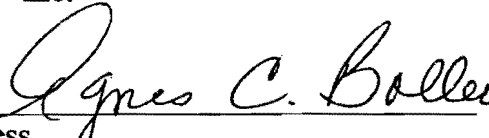
Bonita Springs Utilities, Inc.

Spring Creek Villages, Ltd.
A Florida Limited Partnership

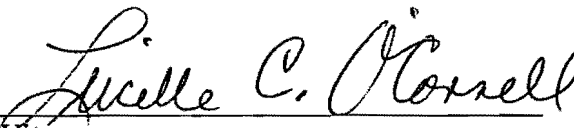

By: Robert Bachman, President
Bonita Springs Utilities, Inc


By: Floredco, Inc., General Partner
Allan E. Fox, President of Floredco, Inc.


Witness


Witness


Witness


Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 8th
day of December 2004, by Robert Bachman, who is
personally known to me or produced _____ as
identification, on behalf of Bonita Springs Utilities, Inc.

Marie A. LePree

Print Name:
Notary Public
My commission expires:
CC#
SEAL

MARIE A. LePREE
Notary Public, State of Florida
My comm. exp. Mar. 30, 2008
Comm. No. DD 282867

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was sworn to and acknowledged before me this 9th
day of November 2004, by Allan E. Fox, who is
personally known to me or produced _____ as
identification, on behalf of Spring Creek Villages, Ltd.

Michele J. Smith

Print Name:
Notary Public
My commission expires:
CC#
SEAL



Michele J. Smith
Commission #DD325967
Expires: Jun 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT "B"

BEFORE THE
STATE OF FLORIDA
DEPARTMENT OF HEALTH

STATE OF FLORIDA
DEPARTMENT OF HEALTH
ON BEHALF OF THE DEPARTMENT
OF ENVIRONMENTAL PROTECTION

IN THE OFFICE OF THE
LEE COUNTY HEALTH DEPARTMENT

DOH case no: 04-0057 SFO

Complainant,

vs.

SPRING CREEK VILLAGES, LTD.

Respondent.

RECEIVED
DEPARTMENT OF HEALTH
2004 SEP - 2 AM 11:02
OFFICE OF THE CLERK

CONSENT ORDER

This Consent Order is made and entered into between the State of Florida Department of Health, Lee County Health Department ("Department") on behalf of the State of Florida Department of Environmental Protection, and Spring Creek Villages, Ltd. ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and the Respondent admits paragraphs 1-19:

1. The Department is the administrative agency of the State of Florida charged with the duty to administer and enforce the provisions of the Florida Safe Drinking Water Act, Sections 403.850, et seq., Florida Statutes, and the rules promulgated thereunder, Florida Administrative Code ("F.A.C.") Title 62, in Lee County, Florida. The Department has jurisdiction over the matters addressed in this Consent Order.

2. Respondent is a person within the meaning of Section 403.852(5), Florida Statutes.



3. Respondent is the owner of a public water system and a supplier of water, PWS #5360265, located at 24681 Windward Blvd., Bonita Springs, Florida, 34134, Section 17, Township 47 South, Range 25 East at 26° 22' 59" North latitude, 81° 49' 42" West longitude, Lee County, Florida ("drinking water system" OR "system").

4. Rule 62-550.310(1)(a), F.A.C., specifies that the maximum allowable contaminant level (MCL) for sodium in drinking water is 160 mg/L.

5. Rule 62-550.320(1), F.A.C., specifies that the MCL for chloride in drinking water is 250 mg/L.

6. Rule 62-550.320(1), F.A.C., specifies that the MCL for color in drinking water is 15 color units.

7. Rule 62-550.320(1), F.A.C., specifies that the MCL for total dissolved solids in drinking water is 500 mg/L.

8. A certified laboratory test of a drinking water sample collected from Respondent's drinking water system on October 8, 2003, indicated that the level of sodium in the drinking water was 167 mg/L. This exceeds the MCL of 160 mg/L.

9. A certified laboratory test of a drinking water sample collected from Respondent's drinking water system on March 24, 2004, indicated that the level of sodium in the drinking water was 198 mg/L. This exceeds the MCL of 160 mg/L.

10. A certified laboratory test of a drinking water sample collected from Respondent's drinking water system on October 8, 2003, indicated that the level of chloride in the drinking water was 380 mg/L. This exceeds the MCL of 250 mg/L.

11. A certified laboratory test of a drinking water sample collected from Respondent's drinking water system on March 24, 2004, indicated that the level of chloride in the drinking water was 300 mg/L. This exceeds the MCL of 250 mg/L.

12. A certified laboratory test of a drinking water sample collected from Respondent's drinking water system on October 8, 2003, indicated that the level of color in the drinking water was 29 color units. This exceeds the MCL of 15 color units.

13. A certified laboratory test of a drinking water sample collected from Respondent's drinking water system on March 24, 2004, indicated that the level of color in the drinking water was 46 color units. This exceeds the MCL of 15 color units.

14. A certified laboratory test of a drinking water sample collected from Respondent's drinking water system on October 8, 2003, indicated that the level of total dissolved solids in the drinking water was 1,170 mg/L. This exceeds the MCL of 500 mg/L.

15. A certified laboratory test of a drinking water sample collected from Respondent's drinking water system on March 24, 2004, indicated that the level of total dissolved solids in the drinking water was 1,050 mg/L. This exceeds the MCL of 500 mg/L.

16. Based upon paragraphs 8 and 9, the Department finds that Respondent violated the sodium MCL in Rule 62-550.310(1)(a), F.A.C.

17. Based upon paragraphs 10 and 11, the Department finds that Respondent violated the chloride MCL in Rule 62-550.320(1), F.A.C.

18. Based upon paragraphs 12 and 13, the Department finds that Respondent violated the color MCL in Rule 62-550.320(1), F.A.C.

19. Based upon paragraphs 14 and 15, the Department finds that Respondent violated the total dissolved solids MCL in Rule 62-550.320(1), F.A.C.

Having reached a resolution of the matter, Respondent and the Department mutually agree and it is,

ORDERED:

Comply

20. Respondent shall comply with the following actions within the stated time periods.

21. Respondent shall comply with all applicable requirements in Chapters 62-550, 62-555, 62-560, 62-699, 62-4, 62-532, and 62-602, F.A.C., and 40 CFR 141.

Monitor

22. Respondent shall monitor for sodium, chloride, color, and total dissolved solids on a quarterly basis until the violations are corrected.

23. Respondent shall repeat public notification by mail delivery or hand delivery on a quarterly basis pursuant to Rule 62-560.410, F.A.C., until the sodium violation is corrected.

Construct

24. Within 90 days of the effective date of this Consent Order, Respondent shall submit to the Department an Application for a Specific Permit to Construct PWS Components (DEP Form 62-555900(1) and the appropriate processing fee) that proposes construction that will correct the sodium, chloride, color, and total dissolved solids MCL exceedances at the Respondent's drinking water system. The application and all supporting documentation shall be certified by a professional engineer registered in the State of Florida and otherwise comply with all the requirements of Chapter 62, F.A.C. If the Department finds that the application is incomplete, Respondent shall submit to the Department all requested information within 10 days of any written request.

25. Within 90 days of issuance of a construction permit, the Respondent shall complete construction, as permitted by the Department, and submit the following documents for Department approval:

- a. Certified record drawings,
 - b. Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation, submitted on DEP Form 62-555.900(9), with all appropriate support documentation,
 - c. Satisfactory laboratory test results for all tests required by the construction permit, and
 - d. Satisfactory bacteriological test results for clearance for two consecutive days.
26. Respondent shall not place the newly constructed PWS components into operation until the Department has issued a Letter of Clearance.
27. If upon review of the record drawings, certification of construction completion, and other submitted information, the Department determines that a clearance letter cannot be issued because the system was not properly constructed, the Department will notify the Respondent of the deficiencies which prevent the Department from issuing a clearance letter. The Respondent shall correct the deficiencies within 15 days of receipt of notice from the Department.
28. If the water system MCL exceedances are not corrected by the permitted construction, the Respondent shall, within 30 days of written notification by the Department, submit a new corrective action plan prepared and certified by a professional engineer registered in the State of Florida. If the Department finds that the plan is incomplete, Respondent shall submit all requested information within 15 days of a written request. If the Department determines that the plan is inadequate, the Department reserves the right to take further enforcement action.
29. Within 60 days of the Department's approval of the new corrective action plan, Respondent shall complete all of the changes or modifications required in the approved plan. If

particular modification requires a permit, Respondent shall apply for and obtain the permit prior to constructing the modification.

30. Within 20 days of the effective date of this Consent Order, Respondent shall submit \$250.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Consent Order. This payment must be made payable to the Lee County Health Department and shall include the PWS ID Number 5360265 and the notation "Environmental Engineering Consent Order." Payment shall be sent to the Lee County Health Department, Environmental Engineering, 60 Danley Drive, Unit #1, Fort Myers, FL 33907.

*perysome
Costs*

31. Respondent agrees to pay the Department stipulated penalties in the amount of \$250.00 per day for each and every day Respondent fails to timely comply with any of the requirements of this Consent Order. A separate stipulated penalty shall be assessed for each violation of this Consent Order subject to the provisions of paragraph 32 hereof. Within 30 days of written demand from the Department, Respondent shall make payment of the appropriate stipulated penalties payable to the Lee County Health Department. Payment shall include the PWS ID Number 5360265 and the notation "Environmental Engineering Stipulated Penalties." Payment shall be sent to the Lee County Health Department, Environmental Engineering, 60 Danley Drive, Unit #1, Fort Myers, FL 33907. The Department may make demands for payment at any time after violations occur. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any of the terms of this Consent Order. Any penalties assessed under this paragraph shall be in addition to the settlement sum agreed to in paragraph 30 of this Consent Order. If the Department is required to file a lawsuit to recover stipulated penalties.

*penalty
250 per
day*

under this paragraph, the Department will not be foreclosed from seeking civil penalties for violations of this Consent Order in an amount greater than the stipulated penalties due under this paragraph.

32. If any event, including administrative or judicial challenges by third parties unrelated to the Respondent, occurs which causes delay or the reasonable likelihood of delay, in complying with the requirements of this Consent Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of the Respondent and could not have been or cannot be overcome by Respondent's due diligence. Economic circumstances shall not be considered circumstances beyond the control of Respondent, nor shall the failure of a contractor, subcontractor, materialman or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines be a cause beyond the control of Respondent, unless the cause of the contractor's late performance was also beyond the contractor's control. Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department orally within 24 hours or by the next working day and shall, within seven calendar days of oral notification to the Department, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay and the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended for a period equal to the agreed delay resulting from such circumstances. Such agreement shall adopt all reasonable measures necessary to avoid or minimize delay. Failure of Respondent to comply with the notice requirements of this Paragraph

*Respondent
how to
show
burden
if delay*

in a timely manner shall constitute a waiver of Respondent's right to request an extension of time for compliance with the requirements of this Consent Order.

33. Persons who are not parties to this Consent Order, but whose substantial interests are affected by this Consent Order have a right, pursuant to Sections 120.569 and 120.57, Florida Statutes, to petition for an administrative hearing on it. The Petition must contain the information set forth below and must be filed (received) at the Office of the General Counsel, Florida Department of Health, 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399-1703, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the Lee County Health Department, Environmental Engineering, 60 Danley Drive, Unit #1, Fort Myers, FL 33907. Failure to file a Petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

The Petition shall contain the following information:

Petition

(a) The name, address, and telephone number of each petitioner; the Department's Consent Order file number and the county in which the subject matter or activity is located; (b) A statement of how and when each petitioner received notice of the Consent Order; (c) A statement of how each petitioner's substantial interests are affected by the Consent Order; (d) A statement of the material facts disputed by petitioner, if any; (e) A statement of facts which petitioner contends warrant reversal or modification of the Consent Order; (f) A statement of which rules or statutes petitioner contends require reversal or modification of the Consent Order; (g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Consent Order.

If a Petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Consent Order have the right to petition to become a party to the proceeding. The Petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of the General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, F.A.C.

A person whose substantial interests are affected by the Consent Order may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes, or may choose to pursue mediation as an alternative remedy under Section 120.573 before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below.

Mediation may only take place if the Department and all the parties to the proceeding agree that mediation is appropriate. A person may pursue mediation by reaching a mediation agreement with all parties to the proceeding (which include the Respondent, the Department, and any person who has filed a timely and sufficient petition for a hearing) and by showing how the substantial interests of each mediating party are affected by the Consent Order. The agreement must be filed in (received by) the Office of the General Counsel, Florida Department

of Health, 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399-1703, by the same deadline as set forth above for the filing of a Petition.

The agreement to mediate must include the following:

- (a) The names, addresses, and telephone numbers of any persons who may attend the mediation;
- (b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;
- (c) The agreed allocation of the costs and fees associated with the mediation;
- (d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;
- (e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;
- (f) The name of each party's representative who shall have authority to settle or recommend settlement;
- (g) Either an explanation of how the substantial interests of each mediating party will be affected by the action or proposed action addressed in this notice of intent or a statement clearly identifying the petition for hearing that each party has already filed, and incorporating it by reference; and
- (h) The signatures of all parties or their authorized representatives.

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation

results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons whose substantial interests will be affected by such a modified final decision of the Department have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above, and must therefore file their petitions within fourteen days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

34. Entry of this Consent Order does not relieve Respondent of the need to comply with the applicable federal, state or local laws, regulations or ordinances.

must still comply w/ laws

35. The terms and conditions set forth in this Consent Order may be enforced in a court of competent jurisdiction pursuant to Sections 120.69 and 403.121, Florida Statutes. Failure to comply with the terms of this Consent Order shall constitute a violation of Section 403.859, Florida Statutes. If any administrative hearing is scheduled it will be held in Lee County.

36. Respondent is fully aware that a violation of the terms of this Consent Order may subject Respondent to judicial imposition of damages, civil penalties up to \$5,000.00 per day per violation, and criminal penalties.

violate consent order 5K per day

37. Respondent shall allow all authorized representatives of the Department access to the property and facility at reasonable times for the purpose of determining compliance with this Consent Order and applicable rules and statutes.

38. All submittals and payments required by this Consent Order to be submitted to the Department shall be sent to the Lee County Health Department, Environmental Engineering, 60 Danley Drive, Unit #1, Fort Myers, FL 33907.

39. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes, or the rules promulgated thereunder that are not specifically addressed by the terms of this Consent Order.

40. The Department, for and in consideration of the complete and timely performance by Respondent of the obligations agreed to in this Consent Order, hereby waives its right to seek judicial imposition of damages or civil penalties for alleged violations outlined in this Consent Order.

41. Respondent acknowledges but waives its right to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, on the terms of this Consent Order. Respondent acknowledges its right to appeal the terms of this Consent Order pursuant to Section 120.68, Florida Statutes, but waives that right upon signing this Consent Order.

42. The provisions of this Consent Order shall apply to and be binding upon the parties, their officers, their directors, agents, servants, employees, successors, and assigns and all persons, firms and corporations acting under, through or for them and upon those persons, firms and corporations in active concert or participation with them.

43. No modifications of the terms of this Consent Order shall be effective until reduced to writing and executed by both Respondent and the Department.

44. In the event of a sale or conveyance of the facility or of the property upon which the facility is located, if all of the requirements of this Consent Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the property or

facility, (1) notify the Department of such sale or conveyance, (2) provide the name and address of the purchaser, or operator, or person(s) in control of the facility, and (3) provide a copy of this Consent Order with all attachments to the new owner. The sale or conveyance of the facility, or the property upon which the facility is located shall not relieve the Respondent of the obligations imposed in this Consent Order.

45. This Consent Order is a final order of the Department pursuant to Section 120.52(7), Florida Statutes, and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition this Consent Order will not be effective until further order of the Department.

I ACCEPT THE TERMS OF THIS CONSENT ORDER.

For Spring Creek Villages, Ltd.:

By: Thomas R. Cronin Sr Date: 7/28/04

Thomas R. Cronin, Sr., chairman of Flordeco, Inc., the General Partner of Spring Creek Villages, Ltd.

Please do not write below this line. For Department use only.

DONE AND ORDERED this 5th day of August, 2004, in Fort Myers, Florida.

For the Florida Department of Health:

Judith A. Hartner

Judith A. Hartner, M.D., M.P.H.
Director
Lee County Health Department
Florida Department of Health

FILING AND ACKNOWLEDGEMENT FILED, on this date, pursuant to § 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Pat Power
Clerk

September 2, 2004
Date

Copy furnished to: Susan Mastin Scott

FILED
DEPARTMENT OF HEALTH
AGENCY CLERK
AGENCY CLERK
DATE

FILED
DEPARTMENT OF HEALTH
Office of the Clerk
AGENCY CLERK Pat Power
DATE 9/2/2004

EXHIBIT "C"



FLORIDA
PUBLIC SERVICE COMMISSION

CERTIFICATE
NUMBER

271-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

SPRING CREEK VILLAGE, LTD

Whose principal address is

3916 Cleveland Avenue

Fort Myers, Florida (LEE COUNTY)

to provide WATER service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 7436 DATED 9-20-76 DOCKET 760388-W

ORDER DATED DOCKET

ORDER DATED DOCKET

ORDER DATED DOCKET

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION



William B. DeWally
Administrative Secretary

William J. Mayo

Chairman

EXHIBIT "D"

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF SEMINOLE

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared MICHELE PARKS, who, after being duly sworn on oath, did depose on oath and say that she is the legal assistant of Martin S. Friedman, attorney for Spring Creek Villages, Ltd., and that on the 4th of January, 2005, she did send by U.S. Mail a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.




MICHELE PARKS

Sworn to and subscribed before me this 4th day of January 2005, by Michele Parks, who is personally known to me.



Trina L. Collins
Commission # DD290253
Expires February 12, 2008
Bonded Troy Firm - Insurance, Inc. 800-385-7019



NOTARY PUBLIC
Print Name: Trina L. Collins
My Commission Expires: 2-12-08

EXHIBIT "D"

**NOTICE OF APPLICATION OF SPRING CREEK VILLAGES, LTD., FOR AUTHORITY
TO TRANSFER FACILITIES IN LEE COUNTY, FLORIDA TO BONITA SPRINGS
UTILITIES, INC., AND FOR CANCELLATION OF CERTIFICATE NO. 271-W**

Notice is hereby given on this 4th day of January, 2005, pursuant to Section 367.045(2), Florida Statutes, of the application of Spring Creek Villages, Ltd., of its intent to apply to the Florida Public Service Commission for authority to transfer facilities in Lee County, Florida to Bonita Springs Utilities, Inc. and for cancellation of Certificate No. 271-W in Lee County, Florida, more particularly described as follows:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST; AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17, AND RUNNING IN A NORTHERLY DIRECTION 2628 FEET TO THE SOUTH LINE OF THE SPRING CREEK ROAD RIGHT-OF-WAY EASEMENT; THENCE IN A WESTERLY DIRECTION ALONG THE RIGHT-OF-WAY EASEMENT 435 FEET TO THE NORTHWEST CORNER OF LOT 27, SPRING CREEK VILLAGE; THENCE IN A SOUTH EASTERLY DIRECTION 114.70 FEET AS PER PLAT TO A CANAL; THENCE IN A WESTERLY DIRECTION 470 FEET ALONG THE NORTH SIDE OF A CANAL; THENCE IN A SOUTHERLY DIRECTION 1297 FEET ALONG THE WEST SIDE OF A CANAL; THENCE IN A WESTERLY DIRECTION APPROXIMATELY 300 FEET ALONG THE NORTH SIDE OF A CANAL TO THE EAST SHORE LINE OF SPRING CREEK; THENCE MEANDER IN A SOUTHERLY DIRECTION APPROXIMATELY 1250 FEET ALONG THE EAST SHORE LINE OF SPRING CREEK TO A POINT WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17; THENCE IN A EASTERLY DIRECTION APPROXIMATELY 980 FEET TO THE POINT OF BEGINNING.

Any objections to the Application must be made in writing and filed with the Director, Division of Commission Clerk and Administrative Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, with a copy to Martin S. Friedman, Esquire, Rose, Sundstrom & Bentley, LLP, 600 S. North Lake Boulevard, Suite 160, Altamonte Springs, Florida 32701, within 30 days from the date of this Notice. The objection must state the grounds for the objection with particularity.

**LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY
(VALID FOR 60 DAYS)
01/03/2005 - 03/03/2005**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>LEE COUNTY</u>	
AQUASOURCE UTILITY, INC. D/B/A AQUA UTILITIES FLORIDA, INC (SU821) % AQUASOURCE, INC. 6960 PROFESSIONAL PARKWAY EAST, #400 SARASOTA, FL 34240-8432	NANCE GUTH (941) 907-7411
BAYSHORE UTILITIES, INC. (WU013) 2259 CLUBHOUSE ROAD NORTH FT. MYERS, FL 33917-2523	WAYNE CARSON WAMPLER (239) 482-4024
BE UTILITY SYSTEMS, L.L.C. D/B/A BUCCANEER WATER SERVICE (WU730) % MANUFACTURED HOME COMMUNITIES, INC. 2 NORTH RIVERSIDE PLAZA, SUITE 800 CHICAGO, IL 60606-2682	HELMA REYNOLDS (239) 995-3337
COOLIDGE-FT. MYERS REALTY LIMITED PARTNERSHIP D/B/A HERON (SU828) 2260 CORONA DEL SIRE NORTH FT. MYERS, FL 33917-7715	DOUGLAS CORDELLO (239) 415-6238
DEL TURA PHASE I, LLC D/B/A DEL TURA UTILITIES (SU315) 18621 NORTH TAMiami TRAIL NORTH FT. MYERS, FL 33903-1308	SANDY TEGTMAN (239) 731-3433
ENVIRONMENTAL PROTECTION SYSTEMS OF PINE ISLAND, INC. (SU287) 3039 YORK ROAD ST. JAMES CITY, FL 33956-2303	KEVIN J. CHERRY (239) 283-1144
FOREST UTILITIES, INC. (SU293) 6000 FOREST BLVD. FT. MYERS, FL 33908-4318	DAVID SWOR (239) 481-0111
FOUNTAIN LAKES SEWER CORP. (SU572) 523 SOUTH EIGHTH STREET MINNEAPOLIS, MN 55404-1078	MARY JO KELLY (612) 332-7281
HUNTER'S RIDGE UTILITY CO. OF LEE COUNTY (SU674) 12500 HUNTERS RIDGE DRIVE BONITA SPRINGS, FL 34135-3401	DON HUPRICH (239) 992-4900
MOBILE MANOR WATER COMPANY, INC. (WU167) 150 LANTERN LANE NORTH FORT MYERS, FL 33917-6515	CAROL JULIUS (239) 543-1414
NORTH FORT MYERS UTILITY, INC. (SU317) P. O. BOX 2547 FT. MYERS, FL 33902-2547	JACK SCHENKMAN (239) 543-1005 OR -1808

**LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY
(VALID FOR 60 DAYS)
01/03/2005 - 03/03/2005**

<u>UTILITY NAME</u>	<u>MANAGER</u>
<u>LEE COUNTY</u>	
NORTH FORT MYERS UTILITY, INC. (WU834) P. O. BOX 2547 FT. MYERS, FL 33902-2547	JACK SCHENKMAN (239) 543-1005 OR -1808
PINE ISLAND COVE HOMEOWNERS ASSOCIATION, INC. (SU724) 7290 LADYFISH DRIVE ST. JAMES CITY, FL 33956-2723	ROBERT EAMES (239) 283-3100
SANIBEL BAYOUS UTILITY CORPORATION (SU331) 13591 MCGREGOR BLVD., SUITE 21 FT. MYERS, FL 33919-6050	SCHAEFFER UTILITY MANAGEMENT (239) 489-4779
SPRING CREEK VILLAGE, LTD. (WS234) P. O. BOX 6966 FT. MYERS, FL 33911-6966	DENNIS M. WALTCHACK (239) 992-3800 936-8888
TAMIAMI VILLAGE WATER COMPANY, INC. (WU740) 9280-5 COLLEGE PARKWAY FT. MYERS, FL 33919-4848	JOHN J. USTICA (239) 482-0717
TOWN AND COUNTRY UTILITIES COMPANY (WU811) 2220 PALMER STREET PITTSBURGH, PA 15218-2603	RICHARD S. CUDA (941) 639-3958
USEPPA ISLAND UTILITY, INC. (WS249) P. O. BOX 640 BOKEELIA, FL 33922-0640	VINCENT FORMOSA (239) 283-1061
UTILITIES, INC. OF EAGLE RIDGE (SU749) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4027	PATRICK C. FLYNN (407) 869-1919

**LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY
(VALID FOR 60 DAYS)
01/03/2005 - 03/03/2005**

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS, LEE COUNTY
P. O. BOX 398
FT. MYERS, FL 33902-0398

CLERK OF CIRCUIT COURT, LEE COUNTY
P. O. BOX 2469
FORT MYERS, FL 33902-2469

DEP SOUTH DISTRICT
2295 VICTORIA AVE., SUITE 364
FORT MYERS, FL 33901

MAYOR, CITY OF CAPE CORAL
P. O. BOX 150027
CAPE CORAL, FL 33915-0027

MAYOR, CITY OF FT. MYERS
P. O. BOX 2217
FORT MYERS, FL 33902-2217

MAYOR, CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957-4096

S.W. FLORIDA REGIONAL PLANNING COUNCIL
P.O. BOX 3455
NORTH FT. MYERS, FL 33918-3455

SO. FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
WEST PALM BEACH, FL 33416-4680

**LIST OF WATER AND WASTEWATER UTILITIES IN LEE COUNTY
(VALID FOR 60 DAYS)
01/03/2005 - 03/03/2005**

UTILITY NAME

MANAGER

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF THE COMMISSION CLERK AND ADMINISTRATIVE SERVICES
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

EXHIBIT "E"

WILL BE LATE FILED

(Affidavit of Mailing Notice to Customers)

EXHIBIT "F"

WILL BE LATE FILED

(Affidavit of Publication in Newspaper)