

Brian Schultz

From: Dorothy Menasco on behalf of Records Clerk
Sent: Thursday, November 07, 2019 5:37 PM
To: kim.breanna@leg.state.fl.us
Cc: 'Morse.Stephanie@leg.state.fl.us'; Charles Murphy; Jeff Doehling
Subject: FW: Docket No. 20190080
Attachments: 20190080 - Letter from Mr. Aschman.pdf

This information will be placed in Consumer Correspondence without further action. We note that GCL/Murphy and ENG/Doehling have already been copied on this correspondence and on Mr. Aschman's attached letter.

Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

From: Kim, Breanna [<mailto:KIM.BREANNA@leg.state.fl.us>]
Sent: Thursday, November 07, 2019 4:56 PM
To: Records Clerk
Cc: Morse, Stephanie; Charles Murphy; Jeff Doehling
Subject: Docket No. 20190080

Please find attached information an Aquarina Utilities customer requested we forward to you for placement in the docket file.

Thank you,
Breanna Kim
Office of Public Counsel
(850) 717-0325

November 7, 2019

Richard P. Aschman, President
Aquarina Golf, Inc.
Melbourne Beach, Florida
rpaschman@aol.com

Adam Teitzman, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 20190080-WS - Application for limited proceeding rate increase in Brevard County, by Aquarina Utilities, Inc.

Dear Mr. Teitzman,

We have recently reviewed the October 11, 2019 letter filed in this docket by counsel for Aquarina Utilities, Inc. (“AUI” or “the Utility”), and want to correct a major assumption contained in that letter.

Aquarina Golf, Inc. (“AGI”) has no intention of using AUI as back-up for our golf course’s irrigation system. Thus, any requests AUI is making for rate changes due to expenses they expect to incur to provide “back-up services” to our new golf course pumping system should be disallowed and otherwise dismissed. The Utility’s equipment that may have been used in the past to serve the golf course irrigation system is not being used, and will not be used in the future, to serve the golf course. Indeed, it was the unreliability of AUI’s equipment, coupled with the doubling of the non-potable water rate, which created the need for AGI to construct its own pumping facility. Similarly, it should also be noted that AUI’s Consumptive Use Permit for 15M gallons from the Saint Johns River Water Management District, purportedly for AGI “back-up,” is also not used or needed for AGI’s golf course irrigation.

On September 14, 2019, Nancy Coalter, Treasurer of AGI, clearly stated in an email to Holly Burge of AUI that there was no agreement for AUI to provide back-up water to AGI for golf course irrigation. AGI had previously paid the **final** balance and closed the account regarding golf course turf irrigation in or about August 2019. Kevin and Holly Burge, the owners and managers of AUI, were notified on September 19, 2019 that AGI’s new, privately-owned pumping facility was placed in service on July 18, 2019.

Just to reconfirm, AGI does not require AUI's services for golf course irrigation, nor do we require their back-up services.

Regards,
Richard P. Aschman
President, Aquarina Golf, Inc.

cc: Stephanie Morse
Charles Murphy
Jefferson Doehling

From: Nancy Coalter <nancy.coalter@yahoo.com>
Date: September 14, 2019 at 8:39:07 AM EDT
To: Kevin Burge <aquarinautilities@bellsouth.net>
Cc: Richard Aschman <rpaschman@aol.com>, Patrick Pollock <aquarina.patrick@gmail.com>
Subject: Aquarina Golf, Inc. Acct #1202

Holly,

We recently received the AUI invoices dated September 10. We weren't expecting an invoice for Acct. #1202, Golf Course Turf Irrigation, since that account was closed in early August.

There is no agreement in place for you to provide backup water for the golf course irrigation, yet the invoice is for a "minimum charge" of \$712.00 plus \$6.18.

On August 15, you demanded a wire for \$5,102.20 be done that day for the final invoice on Acct #1202 in order for you to restore service for the other seven accounts. When I asked you why it had to be paid immediately when the due date on the invoice was September 1, you stated that requiring immediate payment of final balance is your normal procedure when an account is closed. The wire was done, and we assumed that was final settlement on Acct #1202.

Please clarify why this billing dated September 10 was done.

Thanks,
Nancy Coalter

From: Kevin Burge <aquarinautilities@bellsouth.net>
Date: September 17, 2019 at 5:34:36 PM EDT
To: Nancy Coalter <nancy.coalter@yahoo.com>, "Martin S. Friedman" <mfriedman@deanmead.com>, Patrick Pollock <aquarina.patrick@gmail.com>, Richard Aschman <rpaschman@aol.com>
Subject: Golf Course Turf Account 1202

Dear Mrs. Coalter et al,

On 9/14/2019 Mrs. Coalter wrote to Aquarina Utilities:

On Saturday, September 14, 2019, 08:39:08 AM EDT, Nancy Coalter <nancy.coalter@yahoo.com> wrote:

Holly,

We recently received the AUI invoices dated September 10. We weren't expecting an invoice for Acct. #1202, Golf Course Turf Irrigation, since that account was closed in early August.

There is no agreement in place for you to provide backup water for the golf course irrigation, yet the invoice is for a "minimum charge" of \$712.00 plus \$6.18.

On August 15, you demanded a wire for \$5,102.20 be done that day for the final invoice on Acct #1202 in order for you to restore service for the other seven accounts. When I asked you why it had to be paid immediately when the due date on the invoice was September 1, you stated that requiring immediate payment of final balance is your normal procedure when an account is closed. The wire was done, and we assumed that was final settlement on Acct #1202.

Please clarify why this billing dated September 10 was done.

Thanks,
Nancy Coalter

Please disregard the bill for account 1202. I have placed that account on hold until such time as the golf course makes a decision to either maintain the account for back-up water supply or not. Please be aware that, in the event that the golf course elects to reconnect for back-up supply, the base facility charge in place at the time of re-connection will be applied to the entire time between disconnection and re-connection, as well as any pumps, equipment, repairs, or additions needed to provide service.

Please advise the golf course leadership and the maintenance staff that we must have a decision about AGI's intent to remain disconnected or to maintain a back-up connection within 30 days of the release date of an up-coming notice of rate-redistribution which will include the new base facility charge for the golf course turf. The leadership needs to be prepared to make this decision as soon as they get the notice, so that they have ample time to consider it before the 30 day deadline. We will require a formal letter of permanent disconnection to finalize the complete disconnection of the golf course or a signed contract for their continuation of service within 30 days of the date on the notice.

Also, we are in receipt of a letter threatening legal action if an acceptable meeting time is not arranged to discuss other golf course issues with Aquarina Utilities. Aquarina Utilities responded by email to this letter on 9/9/2019 as follows:

Kevin Burge <aquarinautilities@bellsouth.net>
To: Patrick Pollock, rpaschman@aol.com, Martin S. Friedman
Sep 9 at 11:16 AM
Dear Mr. Pollock,

We are in receipt of your letter dated 30 August 2019. I have attached the email stream for your benefit, as you seem a little confused about some of the things we discussed. Regarding our meeting on 22 April, I deferred leadership and subject matter to you in that meeting, but you had nothing to say. Also, as I made it clear that I was available after the middle of June: at what point after that time did you reach out to us from your busy travel schedule to arrange a meeting or discuss the current status of the pumping station for the golf course? It seems that your letter would rather assign blame to the utility, *again*, than resolve any issues.

On Saturday, 7 August 2019 I was approached by Mike of the golf course about supplemental water, because he is concerned about the water chemistry from the ponds damaging the course. We will be unable to provide supplemental service until a written agreement regarding service availability fee, exercise of our pump, and other issues are resolved.

Please contact us with a meeting time to discuss whatever ongoing issues you might have. I understand from the bookkeeper for the golf course that there is some sort of invoice for damages that AGI seems to believe are related to us. As I have never seen this invoice, I cannot discuss it; however, I have attached an invoice for the golf course that covers, at cost, the repairs necessary to restore power to our lift station after the golf course put a post through the power line to the station on the 17th tee. This invoice accurately reflects our cost and only our cost to have Complete Electric repair the damages.

Please let me know if you have any questions.

Sincerely,

Holly Burge
Account Manager; Aquarina Utilities, Inc.

An invoice was attached for payment of repairs related to the golf course damaging power lines to the lift station on the 17th tee. It is attached again here for your convenience. Payment of this invoice is expected within 30 days of the initial delivery 9/9/2019. Clearly the meeting arrangements for golf course issues are in your control. Please let us know when and where you would like to meet. I will arrange to have the meeting audio- or video-recorded as appropriate to prevent further confusion of the issues.

Sincerely,

Holly Burge
Account Manager; Aquarina Utilities, Inc.

Invoice



Aquarina Utilities, Inc.

P.O. Box 1114
 Fellsmere, FL 32948
 (772) 708-8350
 (772) 708-7946
 aquarinautilities@bellsouth.net

Date	Invoice #
8/8/2019	1063

Bill To
Aquarina Golf, Inc. c/o First Service Residential P.O. Box 34769 Charlotte, NC 28234

MEMO

Description	Terms	Due on receipt
	Qty	Amount
Repair of Wiring and installation of proper junction box for 3 phase wiring to main lift station damaged by golf course installation of sign near main lift station- Golf Course personnel used post hole diggers to install a sign at the edge of the cart path near the 17th tee where the list station is located. They did not obtain a location for wiring or communicate with the utility prior to the installation. Utility personnel identified the issue when the lift station power failed due to the damaged wiring. The utility requested that the golf course call a licensed industrial electrician to repair the wiring, but they had an unqualified person make the repair and the utility continued to have trouble with power to the lift station. After many months of attempting to get the golf course personnel to arrange for the repair, the utility was forced to arrange for the repair with Complete Electric. This invoice is for reimbursement of the two Complete Electric invoices paid for the repair.		722.46
Total		\$722.46