

*File*  
*W*

**MEMORANDUM**

August 29, 1991

**ORIGINAL  
FILE COPY**

TO: NAYOLA FRAZIER, DIVISION OF LEGAL SERVICES

FROM: MICHELE FRANKLIN, BUREAU OF CERTIFICATION (DWAS) *MF*

RE: ~~DOCKET NO. 910447-WU~~ - REQUEST FOR ACKNOWLEDGEMENT OF CORPORATE REORGANIZATION AND NAME CHANGE ON CERTIFICATE NO. 186-W FROM HOMER CUSTEAD, INC. TO RIDGEWOOD WATER COMPANY, INC.

Homer Custead, Inc. (HCI) is a Class C utility in Clay County that provides water service to approximately 50 customers in a mobile home park under Certificate No. 186-W. HCI was issued Certificate No. 186-W on August 24, 1974 by Order No. 6257. According to the 1990 annual report, the utility's operating revenue for 1990 was \$6,000, and the utility reported a net operating income of \$1,624.

In March 1991, staff discovered that HCI was operating the utility under the name of Ridgewood Water Company, Inc. (RWCI). According to Mr. Homer Custead, president and sole owner of RWCI and the mobile home park, RWCI provides water service to the mobile home park. Mr. Custead has indicated that the mobile home park is the utility's only customer and that the cost for water service is included in the lot rent. A copy of such lease is attached.

Staff has determined that Mr. Custead has consistently in the past satisfied the filing requirements of Rules 25-30.110 and .120, Florida Administrative Code, has never filed for a rate increase and, according to the Division of Consumer Affairs, does not have any open customer complaints on file with this Commission. Furthermore, staff contacted the Secretary of State's Division of Corporation Office and discovered that Homer Custead, Inc. never existed as a corporation. However, RWCI was incorporated on August 27, 1982. This is consistent with the change in how the utility's annual reports were filed. The utility's annual reports were filed under the name of HCI until 1982 when the name changed to RWCI. It appears that the master commission directory was revised to reflect the name change, although, the name change was never acknowledged officially by this Commission.

On April 30, 1991, Attorney Dale S. Wilson filed a request for exemption for the utility. The application included a copy of the utility's lease which shows that the cost for water service is included in the lot rent and an affidavit stating that RWCI provides water service only to the mobile home park and that the cost for water service is a non-specific portion of the lot rent.

Staff recommends that an administrative order be issued, within 30 days, acknowledging the name change from HCI to RWCI, as well as acknowledging the exempt status of RWCI pursuant to Section 367.022(5), F.S., and closing the docket. If you should need additional information, please let us know

ACK \_\_\_\_\_  
 AFA \_\_\_\_\_  
 APP \_\_\_\_\_  
 CAF \_\_\_\_\_  
 CMU \_\_\_\_\_  
 CTR \_\_\_\_\_  
 EAG \_\_\_\_\_  
 LEG \_\_\_\_\_  
 LIN \_\_\_\_\_  
 OPC \_\_\_\_\_  
 RCH \_\_\_\_\_  
 SEC 1 \_\_\_\_\_  
 WAS \_\_\_\_\_  
 OTH \_\_\_\_\_

cc: ~~Division of Records and Reporting~~  
 (CUSTEAD.REC)

DOCUMENT NUMBER-DATE  
 08734 AUG 30 1991  
 FPSC-RECORDS/REPORTING

*Dale S. Wilson*

*Attorney at Law*

718 N. ORANGE AVENUE  
P.O. BOX 1808  
GREEN COVE SPRINGS, FLORIDA  
32043

APR 23 1991

TELEPHONE:  
GREEN COVE SPRINGS  
19041 284-5618

ORANGE PARK  
JACKSONVILLE  
MIDDLEBURG  
19041 284-1512  
FAX 19041 284-5937

RECEIVED

APR 30 1991

Fla. Public Service Commission  
Division of Water and Sewer

Michele Franklin  
Research Assistant  
Public Service Commission  
Fletcher Building  
101 East Gaines Street  
Tallahassee, FL 32399-0850

RE: Docket No. 910447-WU-Acknowledgment of Reorganization and Name  
Change of Homer Custead, Inc. (Certificate No. 186-W) to  
Ridgewood Water Company, Inc. in Clay County

Dear Ms. Franklin:

I represent Ridgewood Water Company, Inc. The present PSC tariff is in the name of Homer J. Custead, Inc., which was voluntarily dissolved and all assets belonging to the water company transferred to Ridgewater Water Company, Inc., Charter #F97300, filed with the Secretary of State on August 27, 1982, and approved on August 31, 1982. The water system is exempt from PSC regulation pursuant to F.S. 673.022 (5).

Therefore, pursuant to the attached documents I request verification that the water company is exempt.

Sincerely,

*Dale S. Wilson*

Dale S. Wilson

DSW:pr

AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF CLAY

BEFORE ME, the undersigned authority, personally HOMER J. CUSTEAD, who being first duly sworn, deposes and says: That he occupies the position of President of Ridgewood Water Company, and owner of mobile home lots in Clay County, Florida, described as follows:

Lots 1 thru 48, inclusive, Ridgewood Replat No. 5, according to Plat Book 8, Page 52, public records of Clay County, Florida. and

Lots 3 and 4, Section 18, Ridgewood, according to Deed Book Q, Page 663, public records of Clay County, Florida.

Said lots will be exempt from the regulation of the Florida Public Service Commission pursuant to Section 367.022 (5), Florida Statutes for the following reasons:

1. The affiant will provide utility service solely to its tenants.
2. The affiant will not collect any specific charge for service from its tenants.
3. Any compensation received for service will be a non-specific portion of monthly rent charges.
4. Affiant will provide water, but not wastewater, service to its tenants.
5. The service area will be limited to affiant's mobile home lots which are located at Ridgewood Area, Blanding Blvd., Orange Park, Florida.

Affiant further states that the information given herein is true and correct to the best of his knowledge and belief.

*Homer J. Custead*

HOMER J. CUSTEAD, individually and as  
President of Ridgewood Water Company, Inc.

Sworn to and subscribed before me  
this 29<sup>th</sup> day of April, 1991.

*Patsy P. Rifembark*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



PATSY P. RIFENBARK  
My Comm. expires Nov. 9, 1992  
Bonded thru Notary Public Underwriters

L E A S E

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. by and between HOMER J. CUSTEAD, called the Lessor, and \_\_\_\_\_, the Lessee.

WITNESSETH: That in consideration of the covenants herein contained on the part of the said Lessee to be kept and performed, the said Lessor does hereby lease to the said Lessee the following described property:

TO HAVE AND TO HOLD the same on a month to month term from the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, the said Lessee paying therefor the monthly rent of \$\_\_\_\_\_. Said payments of monthly rent shall be made to Homer J. Custead, and mailed to D. Glisson, 565 Dennis Avenue, Orange Park, Florida 32065, (Power of Attorney). Telephone No. 272-3709.

1. Rental payments made late by the Lessee shall be subject to a minimum charge of \$10.00, or 10% of rent, whichever is greater, if paid later than 10 days from due date. All legal expenses incurred in collection of rent payments will be paid by the Lessee. Rent does not include any utility except water and sewage.

2. The said Lessee covenants with the Lessor to make no unlawful, immoral, illegal, improper or offensive use of the premises; not to make unnecessary noise, either by the Lessee or by guests of the Lessee. No cars or motorcycles shall be driven at dangerous speeds, or allowed to make excessive noise or dig up premises. No farm animals shall be allowed on premises. NO PETS WILL BE ALLOWED IN MOBILE HOMES. ANIMALS CANNOT BE RAISED OR BOARDED. Dogs must be confined to premises at all times. Lessees who allow animals to roam outside the confined area of the leased property shall be considered in violation of the terms of this Lease and subject to termination. Further, Lessee shall be responsible for all criminal and civil penalties as imposed by County Ordinance and Florida Statutes.

3. NOISE. No loud parties will be allowed at any time, or loud radios. T.V.'s, etc. nor shall anything be done on premises which may be or become an annoyance or nuisance to the neighbors.

4. OCCUPATION. This mobile home is a one family residence. Lessee can not move in any other tenant without written consent from Lessor or his agent. Lessee agrees to keep yard clean and grass cut, or lessor will do so at Lessee's expense. Lessee agrees to maintain yard light the same as

Sex \_\_\_\_\_ Race \_\_\_\_\_ Haircolor \_\_\_\_\_ Color eyes \_\_\_\_\_ Birth \_\_\_\_\_  
Mt. \_\_\_\_\_

L E A S E

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4. **OCCUPATION.** This mobile home is a one family residence. Lessee can not move in any other tenant without written consent from Lessor or his agent. Lessee agrees to keep yard clean and grass cut, or lessor will do so at Lessee's expense. Lessee agrees to maintain yard light the same as any light in the mobile home. This lot cannot be used as a repair or parking lot for any other vehicles except those used by tenants. No junk vehicles allowed and all vehicles must have current license tags.

5. **INSPECTION.** The Lessee agrees to allow Lessor or his agent, at any reasonable time, to enter upon said premises for the purpose of inspection of said premises. Lessee will report any repairs to be made immediately. No padlocks are allowed on the rented mobile homes.

6. **PREMISES.** Lessee agrees not to assign this Lease or to sublet any part of said premises, to include mobile home, without the written consent of Lessor; not to construct any buildings on lot, additions to mobile home or patio without written approval from the Lessor; to protect any fence on said premises from damage by lessee, lessee's children, or guests; that if lessee should install any fence, said fence, with lessor's approval, must be constructed in such manner as to improve the appearance of the lot and not to detract therefrom; to use reasonable care to protect any trees and plants which are now on the property; to protect the septic tank, drainfield and patio from damage, keep all cars and motorcycles and machinery off the patio; to protect the water pump and plumbing from damage due to freezing, to protect the electric pole and fuse box from damage; to keep patio and yard clean; to keep the grass cut and the shrubbery trimmed and not allow any trash, refuse, junk or junk cars or other debris to accumulate on the premises; to comply with the Clay County Zoning regulations; not to burn or bury any garbage, to make arrangements for refuse or garbage collection; and to quit and deliver up said premises at the end of said term in as good condition as they are now, ordinary wear, decay and damage by the elements excepted. No trees will be cut or damaged.

7. **WATER.** Water is expensive and cannot be wasted by lessee or by children playing with it. All hose connections and faucets must be repaired and not allowed to leak. No washing machines or dryers will be allowed in rented mobile homes.

8. GUNS. No type of gun, air rifle or pellet gun will be allowed to be discharged on premises at any time by Lessee, their guests, or children or friends.

9. RE-ENTRY. The Lessor shall have all the legal rights and remedies available under the laws of the State of Florida for the collection of any rent due or payable under lease.

Lessee has read the rules and regulations contained herein, and agrees, accepts and consents to the said rules and regulations, and further agrees to become a part of this agreement.

Lessee hereby covenants and agrees that if default shall be made in payment of rent as aforesaid, or if the said Lessee shall violate any of the covenants of this Lease, then said Lessee shall become tenant at sufferance hereby waiving all right of notice, and Lessor shall be entitled to immediately re-enter and re-take possession of the demised premises.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

HOMER J. CUSTEAD

BY: \_\_\_\_\_  
D. GLISSON OR HEDWIG GLISSON, P.O.A.  
(LESSOR)

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSEE

Nearest relative not living with Lessee:

\_\_\_\_\_

Bank \_\_\_\_\_

Mobile home financed? \_\_\_\_\_ With Whom? \_\_\_\_\_

All Tenants living in this MH? (Names) \_\_\_\_\_

Military Personnel:

Rank \_\_\_\_\_ Serial or Social Security Number \_\_\_\_\_

Duty Station \_\_\_\_\_ Phone No. \_\_\_\_\_

Employment: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No. \_\_\_\_\_

Wife's Employment \_\_\_\_\_

Address: \_\_\_\_\_ Phone No. \_\_\_\_\_

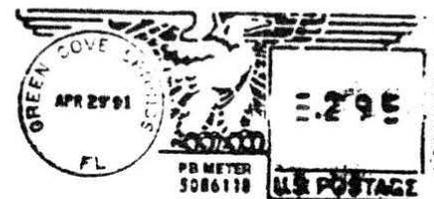
Tenant:

Birth \_\_\_\_\_

Sex \_\_\_\_\_ Race \_\_\_\_\_ Ht. \_\_\_\_\_ Wt. \_\_\_\_\_

Haircolor \_\_\_\_\_ Color eyes \_\_\_\_\_

*Dale S. Wilson*  
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32043



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Research Assistant  
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