

GISTRO INC
A FLORIDA CORPORATION

April 28, 2011

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Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee Florida 323399

**Bureau of Certification, Economics & Tariffs RE: Docket No. 100453-SU,
Application for Certificate to provide Wastewater Service in Lee County by
Gistro Inc.**

Dear Commissioners:

**Art Graham Chairman,
Lisa Polak Edgar, Ronald A. Brise, Eduardo E Balbois, Julie Imanuel Braun.**

On March 2006 the Florida P.S.C. granted Gistro Inc. the original certificate No. 541-S. to provide wastewater service to the Forest Mere Development in Bonita Springs, Lee County. Based on some misunderstandings the certificate, which was obtained with a large amount of funds and a great effort on time and work, was returned to the P.S.C. On March 13, 2007 the return was approved by the P. S.C.

Gistro Inc. is kindly requesting the return of the original certificate to Gistro Inc. without formalities. All necessary documentation for issuing a certificate have been Completed before 2006 to the satisfaction of the issuing Authority. Gistro Inc. has Maintained the system since it was installed in 1983, without receiving any payment. Gistro Inc. has paid for the installation and for all the repairs and maintaining costs without receiving compensation in almost 20 years.

The granting of our request will be highly appreciated.

Most sincerely



J. Fritz Holzberg
For Gistro Inc.

4 Pages of a transcript
From March 14,2007
Included.

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA CIVIL ACTION

FOREST MERE JOINT)	
VENTURE, a Florida Joint)	
Venture,)	CASE NO. 04-CA-001695
)	
Plaintiff,)	
vs.)	
)	
BONITA SPRINGS)	
UTILITIES, INC., a)	
Florida corporation,)	
Defendant.)	

TRANSCRIPT OF PROCEEDINGS

Before the Honorable Judge Gerald,
Circuit Judge, in the above-styled action at the Lee
County Justice Center, Fort Myers, Florida, commencing
at 9:00 a.m. on March 14, 2007.

FORT MYERS COURT REPORTING
2231 First Street
Fort Myers, Florida 33901
(239) 334-1411
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1 hearing was continued by Judge Rosman.

2 We've provided the discovery. Now we have
3 reset the motion. So it has not been ruled on by
4 Judge Rosman, Your Honor.

5 THE COURT: In the agreement, how do we know
6 when it ends? Don't we have to have some parameters
7 of when a contract ends? It can't go on
8 indefinitely.

9 MR. SHIPPY: Your Honor, I would suggest to
10 The Court that the purpose and the effect of the
11 agreement has already been satisfied. I'm not here
12 to -- I'll give you the background if The Court
13 cares to hear about it. I don't want to be
14 proffering evidence.

15 But the bottom line is the agreement -- Bonita
16 Springs Utilities --

17 THE COURT: I've read the agreement. I just
18 want to see, there isn't a --

19 MR. SHIPPY: It's been fully executed, Your
20 Honor. Its purpose has been satisfied.

21 THE COURT: But, in the wording of the
22 contract, there's no termination date, so it has to
23 come --

24 MR. SHIPPY: And my point is it's been
25 satisfied, Your Honor. It served its purpose.

1 THE COURT: So, in some ways you're agreeing
2 with the Defendant -- the Plaintiff, rather, in the
3 idea that the contract really doesn't exist anymore,
4 because it's been fully executed? I know you're
5 coming at it from a different angle.

6 MR. SHIPPY: I suppose that's one way to look
7 at it. We think it's immaterial to the allegations
8 of their complaint.

9 THE COURT: What else do you want to tell me?
10 I didn't mean to interrupt you.

11 MR. SHIPPY: I was simply going to say, the
12 purpose behind the presale agreement was, when
13 Bonita Springs Water System embarked on becoming a
14 waste water or sewer utility, Your Honor, in order
15 to be able to sell the bonds, which is what they
16 used to finance the infrastructure and the purchase
17 of the waste water treatment plant, they went out --
18 and this is not the only agreement. There were
19 several presale agreements that were entered into
20 with local package plants.

21 And the purpose for that was they needed to
22 have some evidence to show to the people who might
23 buy the bonds, look, we're going to have customers
24 who have committed to connect to this system if and
25 when we make it available to them.

1 as a result of an injunction entered by Your Honor.

2 THE COURT: Just as an aside, is Mr. Burandt
3 right, though, that Forest Mere has to maintain and
4 keep these lines and gets no compensation?

5 MR. SHIPPY: The reason they don't get any
6 compensation, Your Honor, is because they won't
7 follow through with the PSC. One of the documents
8 that will be provided to The Court today is a
9 recommendation from the Public Service Commission
10 staff that says, yes, you're going to be recognized
11 as a utility, and you're also going to be able to
12 charge monies for it.

13 The rub came, Your Honor, is that Mr. Holzberg
14 was asking for \$96,000 a year. The staff was
15 recommending an award of about -- or rates and
16 charges equal to about 21,000, which it turned out
17 to be about 22 percent of the amount of the monies
18 that they were seeking.

19 THE COURT: I don't need to get into that. I
20 just wanted to know what was happening.

21 All right, I'm going to reserve on the summary
22 judgment. I just need to think about it. Let's go
23 ahead and talk about what else you got. You want to
24 talk about the injunction?

25 MR. BURANDT: Yes, Judge. We filed a motion