

REQUEST TO ESTABLISH DOCKET
(PLEASE TYPE)

Date 02/02/98

Docket No. 980163-WU

1. Division Name/Staff Name Division of Legal Services
2. ~~OPR~~ Division of Legal Services (Vaccaro)
Division of Consumer Affairs (DeMello)
3. ~~OCR~~ Division of Water and Wastewater (Galloway, T. Davis)
4. Suggested Docket Title Complaint of Robert and Ruth Lawrence against Terra Mar Village Utilities, Inc., concerning termination of water service in Volusia County.
5. Suggested Docket Mailing List (attach separate sheet if necessary)
 - A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.
 - B. Provide COMPLETE name and address for all others. (Match representatives to clients.)
 1. Parties and their representatives (if any)

Terra Mar Village Utilities, Inc.
4383 U.S. 1
Edgewater, Florida 32141

2. Interested Persons and their representatives (if any)

<u>Robert A. Lawrence</u>	<u>Office of Public Counsel</u>
<u>157 Red Bass Lane</u>	<u>c/o The Florida Legislature</u>
<u>Edgewater, Florida 32141</u>	<u>111 West Madison Street, Rm. 812</u>
	<u>Tallahassee, Florida 32399-1400</u>

6. Check one:
 Documentation is attached.
 Documentation will be provided with the recommendation.



JACK SHREVE
PUBLIC COUNSEL

STATE OF FLORIDA
OFFICE OF THE PUBLIC COUNSEL

c/o The Florida Legislature
111 West Madison Street
Room 812
Tallahassee, Florida 32399-1400
904-488-9330

November 24, 1997

Ms. Beverlee DeMello
Director of Consumer Affairs
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850



Dear Ms. DeMello:

I have been contacted by Mr. Robert A. Lawrence, who with his wife Ruth C. Lawrence, wishes to file a formal complaint before the Commission concerning the termination of his water service by Terra Mar Village (River Park) on September 27, 1994. Mr. Lawrence requests a formal evidentiary hearing on the particulars surrounding the termination of service, and to that end, has furnished the attached twenty-eight (28) page testimony, and account of those events.

Your review of this file will show that Mr. Lawrence has attempted to press this claim before the Commission for several years without ever having his claim actually heard by the Commission.

While it is true that the Commission has issued at least one Proposed Agency Action order (PAA) concerning the Lawrence claim, it is also true that Mr. Lawrence has yet to be provided an evidentiary hearing of the merits of his claim.

I appreciate having the opportunity to discuss Mr. Lawrence's problems with you and am happy that we agree that Mr. Lawrence is entitled to his day in court, in a manner of speaking, and to that end enclose Mr. Lawrence's materials.

Ms. Beverlee DeMello
November 24, 1997
Page 2

My office will provide assistance to Mr. Lawrence as he believes it appropriate. I have assigned Harold McLean to ensure that Mr. Lawrence has access to information regarding normal commission practice and procedure in cases of this nature. If you have any questions, please contact me.

Sincerely,



Jack Shreve
Public Counsel

HM/dsb

CONFIDENTIAL 28 PAGE COMPREHENSIVE DATA
DOCUMENTATION OF PROOF OF ILLEGALLY LOCKING
OFF THE WATER SUPPLY TO THE HOME OF MR & MRS
A. LAWRENCE, 157 RED BASS LANE, TERRA-MAR V
(EDGEWATER, FLORIDA 32141-7368) 9-27-94 CIR
BY A CREEP BY THE NAME OF FRANK WOOD
(THIS IS THE PROPERTY OF THE LAWRENCES LISTED
904-345-0469

Product # 941084-WS

RECEIVED

JAN 18 1995

Office of
Public Counsel

ROBERT A & RUTH C. LAWRENCE

OR #251 TMV (157 RED BASS LN. - EDGEWATER, FL 32141-7369)
904-745-0469

PLAINTIFFS

VS

FRANK J. UDDO, MORTGAGOR & RECEIVER OF TMV
DEFENDANT

THIS IS TO CONTEST THE ABOVE DEFENDANT'S :

- 1 UNJUSTIFIED, IMPROPER AND ILLEGAL RIGHT TO LOCK-OFF OUR WATER SERVICE TO OUR HOUSE LISTED ABOVE ON 9-27-94 FOR REAS GIVEN AS NON-PAYMENT OF BASIC WATER & SEWER BILL FOR SEPT. AND ACCORDING TO EXHIBIT # L SHOWN FOLLOWING ETC.
- * #2 RIGHT TO CHARGE THE PLAINTIFFS FULL PRICE FOR AMENITIES W ALL OR IN PART ARE LOCKED OUT OF AVAILABILITY FOR ANY REAS. ^{WHAT SC}
3. RIGHT TO THREATEN PLAINTIFFS WITH BODILY HARM ON 10-17-
4. RIGHT TO DOUBLE BILL BASIC WATER & SEWER SERVICES FOR AUG + SEPT. + OCT 1994
5. RIGHT TO COMMIT BLACKMAIL ON 10-18-94
- * #6 RIGHT TO CHARGE \$25⁶⁵/MC WITH WATER SERVICE LOCKED-O
7. RIGHT TO DISCRIMINATE THEREBY INITIATE DEFAMATION REPUTATION, PROMOTE SLANDER, EMBARRASSMENT & INTIMIDATION
- * #8 FUTURE RIGHT TO CHARGE FULL PRICE FOR FILTHY & CONDENSED WATER QUALITY (BY PSC VOLUSIA COUNTY + HEALTH DEPT
= BEING INVESTIGATED THRU FL PSC

* = ITEMS ALSO TO FL. DEPT. OF BUSINESS & PROFESSIONAL REGULATION + OT

REFERENCE NOTES :

- 1 ALL PLAINTIFF'S CHECKS ARE MICROFILMED & PRESERVED

1. (CONT.) AT OUR BANK (FIRST UNION NATIONAL BANK = FU
2. ALL FOLLOWING EXHIBITS ETC ARE IN CHRONOLOGICAL ORDER AS MUCH AS POSSIBLE.
3. COURT CASE "93-31397-LICI DIVISION #30 (J. JOHN'S CIRCUIT COURT 7TH JUDICIAL DIST. VOLUSIA COUNTY FLORIDA.
4. TMV = TERRA MAR VILLAGE
5. OUR ATTORNEYS FOR CASE IN #3 ABOVE =
DUNN ABRAHAM & SWAIN (DIAL 904-258-1222)
6. UDDE'S ATTORNEYS FOR CASE IN #3 ABOVE =
STURCH HANSON & MORRIS
7. MORTGAGOR AND RECEIVER OF TMV AT THE TIME =
FRANK J. UDDE HERE AFTER REFERRED AS MR UDDE OR UDDE, WHO TO THE BEST OF OUR KNOWLEDGE, SOLELY ACTED TO CAUSE DAMAGES TO US (PLAINIFF
8. PAGE #23 ITEM #28 "MUTUAL GENERAL RELEASES" PART OF SETTLEMENT AGREEMENT OF 10-18-94 DOES NOT APPLY TO THIS CONTEST SINCE THE EXECUTION OF SAME OCCURED ON 9-19-94 AND DELIVERY OF SAME OCCURED ON 9-25-94. (THE LOCK-OFF OCCURED ON 9-27-94
9. TMV BANK = SUNBANK
10. AS REQUESTED BY OUR LEGAL DEFENSE GROUP COMMITTEE, THIS ACTION WAS WITHHELD UNTIL WE RECEIVED OUR DEEDS TO OUR LOTS, THEREBY ELIMINATING ANY DELAY THIS POSSIBLY COULD CAUSE.
11. FOR PROOF OF LOCK-OFF DATE SEE:
A INTRO-EXHIBIT ON NEXT PAGE FOR PHONE CALLS MADE 9-25-94 SINCE OUR LAWYER'S OFFICES WERE CLOSED FOR DAY ON 9-27-94 WHEN WE RECEIVED EXHIBIT E
B WITNESSES GALORE.

MCI long distance phone bill

Account No. : 2119012N1
 Invoice No. : 84108100 Page No.
 Billing Period: Oct 28-Nov 27, 1994

ROBERT LAWRENCE

Current Charges	\$19.93
Current Taxes	\$1.63
Total Current Charges and Taxes	\$21.56
Previous Balance (Please disregard if paid)	\$0.00
Total Amount Due	\$21.56

Service Summary

Long Distance	\$19.93
Total Current Charges	\$19.93

Taxes

Federal Excise Tax	\$.62
State & Local Taxes	\$.16
State & Local Surcharges	\$.85
Total Current Taxes	\$1.63

Total Current Charges and Taxes \$21.56

CALL INFORMATION

WATER LOCK OFF OCCURRED ON 9-27-94 A

Long Distance

Calls from 607-532-4916:

DATE	TIME	RATE	TO/FROM	NUMBER	MIN	AMOUNT
Sep 28	10:03A	D	TO OAK HILL FL	904-345-2121 NANCY 1 CH LDC	1	.26
28	02:00P	D	TO DAYTONABCH FL	904-258-1222 * 27	27	7.28
29	07:31P	E	TO OAK HILL FL	904-345-4183 JAMISA 19 NEIGHBOR	19	3.22
30	12:25P	D	TO OAK HILL FL	904-345-2121 NANCY 1 CH LDC	1	.26
Oct 01	08:57A	N	TO NEWARK VLY NY	607-642-8486	3	.32
01	09:50A	N	TO OAK HILL FL	904-345-2121 NANCY 2 CH LDC	2	.27
08	09:07A	N	TO OAK HILL FL	904-345-2121	1	.13
08	05:52P	N	TO OAK HILL FL	904-345-4183 JAMISA 4 NEIGHBOR	4	1.95
10	08:46P	E	TO NEWARK VLY NY	607-642-8486	9	1.24
11	09:48A	D	TO DAYTONABCH FL	904-258-1222 * 16	16	4.31
13	05:22P	E	TO NEWARK VLY NY	607-642-8486	5	.69
Total Calls from 607-532-4916:						\$19.93

* = COOP LAWYER SEE PAGE 4

WITNESS PHONE (LONG DISTANCE) BILLS ALSO AVAIL.

FOR A QUICK ABBREVIATED PROOF THAT OUR BASIC WATER & SEWER BILLS WERE PAID PROPERLY, SEE

- EXHIBIT A (7-84 DESIGNATION TYPE CHECK # 699) JULY
- " B (8-94 " " " # 744) AUG.
- " C (9-94 " " " # 707) SEPT
- " E (JUSTIFICATION FOR 410% DEDUCTION ON CR
- " O (10-94 DESIGNATION TYPE CHECK # 722 W/

NONE OF THE APPROX 100 COOP RESIDENTS PAID PRIOR TO THE 10-18-94 COURT PROCEEDINGS)

PUBLIC WATER SUPPLY HISTORY
(REFERENCE ONLY)

1. FOUR YEARS PARE RESIDENTS HAD TO PUT UP WITH INTERUPT OF PUBLIC WATER SUPPLY, MOSTLY WITHOUT NOTICE AND OCCASIONALLY VOLUSIA COUNTY WOULD SEND US NOTI THAT THE WATER WAS UNFIT FOR HUMAN CONSUMPTION (FILTHY - POISONOUS - ^{PURRID} BACTERIAL INFILTRATED ETC) AND AD. US TO BUY ^{BOTTLED} DRINKING WATER FOR WHICH WE WERE NOT REIMB. WE HAVE A FILE OF MANY NOTICES.
2. VOLUSIA COUNTY HEALTH DEPT PUT A WATER MORATOR ON THE PARK WHERE NO NEW HOUSES COULD BE CONNE SINCE THE WATER SUPPLY SYSTEM WAS INADEQUATE FOR NUMBER OF HOUSES ALREADY CONNECTED. NO ATTEMPT W MADE TO CORRECT THIS, AND THIS MORATORIUM IS STIL IN EFFECT TO THE BEST OF OUR KNOWLEDGE.
3. SALT IN THE WATER HAS RUINED MANY WATER HEATERS THE PARK WITH NO CONSIDERATION BY ANY PARK COUNICE
4. THE LAST TIME VOLUSIA COUNTY HAD THE PARK UNDER BOTTLED WATER NOTICE, IT LASTED FOR ALMOST 1 YE CONTINUOUS.
5. RESIDENTS ARE PAYING EXHIBITANT FEES FOR TT QUALITY AND RATES SUBJECTED TO
6. WATER SUPPLY IS STILL BEING INTERRUPTED WITHOU ANY NOTICE OR WARNING.
7. WE HAVE TO KEEP BUCKETS OF WATER AROUND THE HOUSE AS WE NEVER KNOW WHEN THEY ARE SHUTTING IT OFF.
8. THERE IS OFTEN SO MUCH CHLORINE THAT IT BURNS YOUR MOUT WHEN BRUSHING TEETH, AND BLEACHES THE COLOR FROM YOUR CL-

AMENITIES HISTORY
 (REFERENCING ONLY)

127
 1-15

1. LOCKED OUT OF OUR TRADITIONAL SWIMMING POOL SUMMER OF 1990 AND STILL LOCKED OUT AS OF ABOVE
2. SUBSTITUTED OLD, INFERIOR, NON HEATED SWIM POOL APPROX SEPT 1994
3. CLUBHOUSE LOCKED UP SUMMER 1994. JUDGE JOHNSON ^{CRD} _{REC'D}
4. " AIR CONDITIONING LOCKED OFF SUMMER 1994. JUDGE JOHNSON ORDERED REACTIVATED
5. LAUNDRY LOCKED UP SUMMER 1994 - STILL LOCKED UP
6. DOCK LIGHTING OFF SUMMER 1994. A BOAT HIT THE D. AT NIGHT. MUCH LATER LIGHTS BACK ON
7. BOAT LAUNCH PAD LIGHTING OFF. RESIDENTS UNABLE TO USE AT NIGHT. MUCH LATER LIGHTS BACK ON.
8. DANGEROUS POT HOLES IN STREETS STILL NOT REPAIR
9. REMOVED PUBLIC TELEPHONE AT CLUBHOUSE NOV 1994. SEN. CITIZENS EMERGENCY CALLS NOT AVAILABLE.
10. RUMORS OF UDDX CARRYING A GUN AROUND PARK. GUN NOTICE'S POSTED AROUND THE PARK.
1. UNDERMINED DOCK APPROACHES IN DANGER OF COLL
2. DOCK DECK BOARDS MISSING - DANGER OF ACCIDENT BY RESIDENTS PAYING FOR AMENITIES IN FULL.
3. SINCE 1ST PART OF NOV 1994, CLUBHOUSE LOCKED UP AT. STILL IS AS OF ¹²⁻⁷⁻⁹⁴ ABOVE DATE. WE HAVE PAID OUR AMENITI IN FULL, AND HAVE NOT RECEIVED WHAT WE HAVE PA_F
4. (NO JUSTICE AS REQUIRED BY THE CONSTITUTION OF THE UNITED STATES OF AMERICA (CLUBHOUSE REOPENED MUCH LATER) BELIEVE RENTERS LAWYER FORCED REOPENING

DEFINITIONS + MISCL.

1. BLACKMAIL = EXTORTION BY INTIMIDATION
2. EXTORTION = OFFICER TAKES MONEY NOT LEGALLY DUE
3. SLANDER = FALSE REPORT MALICIOUSLY UTTERED AND TENDING TO INJURE THE REPUTATION OF ANOTHER
4. DEPOSITION = TESTIMONY UNDER OATH (GET THIS NOTARIZED)
5. DESIGNATED CHECK = A CHECK THAT SPECIFICALLY LOCKS IN ABSOLUTELY TO THAT STATED IN THE SPACE ALLOCATED AS PAYMENT "FOR"
6. DISCRIMINATION = AN UNFAIR OR INJURIOUS DISTINCTION
7. MENTAL ANGUISH = EXTREME PAIN AND SUFFERING EITHER BODY OR MIND - EXCRUCIATING DISTRESS
8. COMPENSATORY = TO GIVE REWARDS AND MAKE-UP FOR UNJUSTICE

MISCL.

1. WE ARE NOT LAWYERS, CONSEQUENTLY ARE NOT SURE OF THE PRESENTATION METHOD HEREIN.

2.

TERRA MAR VILLAGE
Utility Services
4383 US 1
Edgewater, FL 32141

TERRA MAR VILLAGE
Utility Services
EMERGENCY PHONE
345 4176

CHECK PAID
2462 = 699 =
BYC

THIS BILL WAS IN
MAILBOX IN MID JUL
1994 WHEN WE RET.
TO OUR N.Y. ADDRESS
IT WAS MAILED TO
OUR FLORIDA ADDRESS
THEN FORWARDED
OUR N.Y. ADDRESS.
THE US POST OFF.

READING DATE 6/27/94 DATE 7/2/94

READING	PREVIOUS READING	CONSUMPTION IN GALS	TOTAL	TOTAL
63554	63162	392	2.30	
		SEWER RATE	1.52	
		CURRENT BILLING	3.82	CURRENT BILLING <u>3.82</u>
		ARREARS		ARREARS
		OTHER	35.00	OTHER <u>35.00</u>
			38.82	TOTAL <u>38.82</u>

ALL BILLS DUE AND PAYABLE 15 DAYS AFTER POSTMARK DATE
PLEASE RETURN THIS STUB WITH PAYMENT.
KEEP THIS STUB

ROBERT A. LAWRENCE OR
RUTH C. LAWRENCE
157 RED BASS LN. 904-345-0469
EDGEWATER, FL 32141-7368

04-90

699

July 1, 1994

PAY TO THE ORDER OF Terra Mar Village \$ 40.00

Forty and no/100 DOLLARS

FIRST UNION

First Union National Bank
Orlando, Florida 32809

FOR est. \$5.00 WAS (BILL UNACCESSIBLE) Robert A. Lawrence

THIS CHECK W
ESTIMATED B
US AND PROVE
TO BE EXCESS
BY \$118 AS Y
CAN OBSERV

NOTE: CRE
OF \$118 ON E-
AMENITIES + W
\$ SEWER BILL
SHOWN ON
EXHIBIT # E

AMOUNT OF OVER PAY
CALCULATED TO THE ACCOUNT
THE PAYEE RECEIVES
BY THE ORDER OF THE BANK
OR THE ORDER OF THE BANK

02162
10 96. 10
25120
1090

CHECK # 699 ABOVE CLEARED THRU BANK (SUNBANK) 7-7-
OUR BANK (FUND)

AS SEEN BELOW ALL WATER & SEWER CHARGES WERE PAID IN FULL AND ON TIME.

Lot # 251
TERRA MAR VILLAGE
Utility Services
383 U.S. 1
Edgewater, FL 32141

Lot # 251
TERRA MAR VILLAGE
Utility Services
EMERGENCY PHONE
424-0167
Date 8/1/94

Reading Date: 7/25/94

Reading	Previous Reading	Consumption In Gals.	TOTAL	TOTAL
WATER 63554	63554	-0-	\$	
SEWER			\$	
		Sewer Only	\$	
		Basic Water and Sewer	\$ 25.68	
		Arrears	\$	
		TOTAL	\$ 25.68	
		Metered Water & Sewer	\$	
		Sewer Only	\$	
		Basic Water and Sewer	\$ 25.68	
		Arrears	\$	
		TOTAL	\$ 25.68	

ALL BILLS DUE AND PAYABLE 15 DAYS AFTER POSTMARK DATE
PLEASE PAY THIS INVOICE BY SEPARATE CHECK
PLEASE RETURN THIS STUB WITH PAYMENT

KEEP THIS STUB

Lot # 251 RIGHTS

TERRA MAR VILLAGE
Monthly Fees &
Collection Invoice

Date: 8/1/94

Rent	\$
Amenities	\$
Other	\$ 35.00
Arrears	\$ 21.18
TOTAL	\$ 33.82

KEEP THIS STUB

ABOVE 2 BILLS RECEIVED EARLY
ALL LATER BILLS WERE SENT TO LOT 251 THEN FORWARDED BY THE POST OFFICE
AUG. 1994 THIS A

ROBERT A. LAWRENCE OR
RUTH C. LAWRENCE
157 RED BASS LN. 904-345-0489
EDGEWATER, FL 32141-7368

04-90

744

Aug 15, 1994

PAY TO THE ORDER OF Terra Mar Village \$ 33.82
Thirty three and 82/100 DOLLARS

FIRST UNION NATIONAL BANK
Orlando, Florida 32809

all monthly fees, incl basic
WR & SWR + amenities etc
due Aug 1994.

Robert A. Lawrence

CHECK # 744 MADE
8-15-94 WAS DESIGNATED TO SPECIFIC PAYMENTS AS NOTED "FOR". OUR ATTORNEY TOLD US NOT TO PAY THE \$25.68 SINCE THEY DIDN'T HAVE A NEW OWNER UNTIL 10-18-94.
SINCE THE CAS THIS DESIGNATED...
THEY HAVE ADMITTED THEIR ERROR IN THE 5-1-94

THE NO. OF CHECKS DEPOSITED TO THE ACCOUNT OF THIS PARTY HEREIN IS LIMITED TO THE BANK OF FLORIDA CREDIT UNION 2000 W. BEACH OFFICE #12

76181902

0631
02152
02152
11 0001700
NON WITHHOLDING
V.M. ARREARS
AG 06.94

ADDED THIS 2001 C 10 C 4 - OUR PANI

Lot # 251
ERRA MAR VILLAGE
Utility Services
383 U.S. 1
Edgewater, FL 32141

4 TO 174
Rec'd 9-3-94
P.M. 8-31-94
Lot # 251

TERRA MAR VILLAGE
Utility Services
EMERGENCY PHONE
424-0167
Date 9/1/94

4:50 PM Rec'd 9-3-94
Lot # 251
P.M. 8-31-94
EDGEWATER

TERRA MAR VILLAGE
Monthly Fees &
Collection Invoice
Date: 9/1/94

Reading Date: 8/26/94

Reading	Previous Reading	Consumption in Gals.	TOTAL	TOTAL
METER <u>63554</u>	<u>63554</u>	<u>-0-</u>	\$ _____	
SEWER			\$ _____	Metered Water & Sewer \$ _____
		Sewer Only	\$ _____	Sewer Only \$ _____
		Basic Water and Sewer	\$ <u>25.68</u>	Basic Water and Sewer \$ <u>25.68</u>
		Arrears	\$ <u>25.68</u>	Arrears \$ <u>25.68</u>
		TOTAL	\$ <u>51.36</u>	TOTAL \$ <u>51.36</u>

ALL BILLS DUE AND PAYABLE 15 DAYS AFTER POSTMARK DATE
PLEASE PAY THIS INVOICE BY SEPARATE CHECK
PLEASE RETURN THIS STUB WITH PAYMENT

KEEP THIS STUB

KEEP THIS STUB

Rent	\$ _____
Amenities	\$ _____
Other	\$ <u>35.00</u>
Arrears	\$ _____
TOTAL	\$ <u>35.00</u>

RECEIVED THE 2 BILLS ABOVE 9-3-94 FOR SEPT 1994.
FROM THE PRECEEDING EXHIBIT # B, WE PROVED THE \$25
BASIC WATER & SEWER BILL WAS DOUBLE BILLING, AND TO
BEST OF OUR KNOWLEDGE, NO ONE OF THE COOP GROUP
SAME FOR LAST MONTH. (AUG) NOW WE HAVE ANOTHER \$25⁶⁵ DUE
BILLING FOR SEPT. FOR WATER & SEWER WHICH CHECK # 707
EXH C PAGE 2 OF 2 PROVES DELIBERATE UNJUSTIFIED DOUBLE
BILLING AGAIN.

ROBERT A. LAWRENCE OR
RUTH C. LAWRENCE
157 RED BASS LN. 904-345-0469
EDGEWATER, FL 32141-7368

707

Sept 15, 1994

PAY TO THE ORDER OF Terra Mar Village \$25.00

Twenty Five and no/100 DOLLARS

First Union National Bank
of Florida
Orlando, Florida 32809

Basic Water & Sewer Amenities
for ETC For 994 less connection

Robert A. Lawrence

WE MAILED CHECK ON 9-15- AND SECURELY STAPLED AN EXPL TO IT, TO SHOW WE DEDUCTED FROM THE \$35 HISTORICAL M FEE, SINCE WAS INSUFFIC SPACE IN THE DESIGNATION OF THE CHECK INCLUDE THE ^{CC} SEE SCHEDULE L ITEMS 3 AND WHICH IS A CO OF THIS EXPLAN THAT WAS SEL

For Deposit Only
TERRA MAR VILLAGE

70769214

0631
00152
12 25 94

CLEARED THV BANK
9-21-94

CLEARED OUR BANK
9-21-94

SINCE TMV CASHED THE ABOVE DESIGNATED CHECK AND THE \$10.00 WAS NOT FOR WATER & SEWER, ^{BASIC} ~~DOUBLE DTE~~ ALL BASIC WATER & SEWER CHARGES WERE PAID IN FULL SEE EXHIBIT # G PAGE 3 OF 3 WHICH SHOWS CHECK # 714 (AS DESIGNATED FOR AMENITIES, ^{AMEN} FOR FURTHER PROOF THE CONSTITUTION OF THE USA GUARANTEES "JUSTICE FOR ALL", AND FROM ABOVE, DONT SEE ANY JUSTICE IN PAYING FOR SOMETHING WE DONT GET.

TERRA-MAR VILLAGE CORRECTIONS TO MONTHLY WATER + SEWER + AMENITIES ETC. CHARGES. LOT

NOTE: WE PAY OUR BILLS, BUT WILL NOT PAY FOR ANY THING WE DON'T GET. SEPT 15, 1992

- 1. FOR THE FAKE BILL OF \$51.36 DIAL 904-258-12 (THIS IS NOT A FREE CALL)
- 2. OVERCHARGING CURRENTLY FOR PROVIDING FILTHY POISONED WATER:

CONSUMPTION RATES SHALL BE:

- ⓐ POTABLE WATER = CURRENT RATE = \$0.005855/GAL NONE USED
- ⓑ FILTHY WATER = 1/4 " " = \$0.001464/GAL NONE USED

ⓒ DAILEY PENALTIES NO WATER SUPPLIED:

- 1. EACH DAY OR FRACTION THEREOF NO POTABLE WATER = \$20
- 2. " " " NO FILTHY " = \$5
- * 3. PENALTIES = * * NO PENALTIES CONWARDED = \$0
- 4. ONCE CONNECTED TO VOLUSIA COUNTY (OR EQUIV) WATER SUPPLY, AND IN FULL OPERATION, THIS PENALTY NOT IMPOS

- 3. FAILURE TO PROVIDE OUR SWIMMING POOL = \$500
 - 4. FAILURE TO PROVIDE AIR CONDITIONING AT CLUB HSE = \$500
- ITEMS 2, 3-4 TOTAL NET DEDUCTION FOR 7-99 = \$1000

FOR CONFIRMATION CONSULT THE FOLLOWING:

- STATE OF FLORIDA ATTORNEY GENERAL
- " " DEPT. OF BUSINESS & PROFESSIONAL REGULATION
- " " PUBLIC SERVICE COMMISSION
- VOLUSIA COUNTY MOBIL PARK CONTROLLING DEPTS
- " " REGULATORS OF UTILITIES
- ETC. ETC. (HERE COMES DE JUDGE)

NOTE: ITEMS ABOVE SUBJECT TO CHANGE WITHOUT NOTICE AND RETROACTIVE PENALTIES.

DELINQUENCY NOTICE

*fax to [unclear]
with [unclear] page
Rec'd 9:27-94 4:50 PM
by certified mail*

DATE: 9/20/94



TERRA MAR VILLAG
A Waterfront Communi

4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3662

LOT # 251

NAME R. LAWRENCE

speaking to Storch for begin 25⁶⁸

This five day notice is to inform you that your utility invoice is past due and your utility services will be disconnected on 9/27/94. There will be a \$10.00 Disconnect Fee and a \$15.00 Reconnect Fee. Thank You!

This notice will serve to inform you that your rent is past due \$ 10.00 as of 9/20 19994. You have 15 days, until 10/5/94, to pay this amount in full, or risk future legal action and expense to you.

This five day notice is to inform you that your amenities invoice is past due and your amenity service will be revoked on _____. Upon receipt of your payment, your privileges to you and your guest(s) will be restored.

THIS NOTICE WAS RECEIVED AFTER TMV HAD ALREADY LOCKED-OUT OUR WATER SUPPLY. WE HAVE WITNESSES TO THIS ONE WITNESS INQUIRED OF THE WORKMEN WHO CAME BACK THE NEXT DAY AS TO WHAT THEY WERE DOING. THE REPLIED "FIXING A LEAK" SEE EXHIBIT #F FOR REFERENCE DATES OF POST CERTIFIED MAIL. * = FOR WHICH THEY OBVIOUSLY MADE.

TMV HAD NO RIGHT TO LOCK-OFF OUR WATER SERVICE, AS WE WERE NOT GIVEN PROPER NOTICE OF AT LEAST 5 WORKING DAYS AND ^{ABSOLUTELY NO} DILIGENT ATTEMPT WAS MADE ^{TO CONTACT OR} NEGOTIATE THE PROBLEM. THERE IS ANOTHER FLORIDA LAW THAT REQUIRES 90 DAYS NOTICE. ^{SEE THE SERVICE}

EXHIBIT #13

WATERFRONT COMMUNITY



TERRA MAR VILLAGE

4203 U.S. 1
Edgebrook, FL 32141
(904) 345-2662

vised by
LR Kneebone
2784 4:50 PM

RETURN RECEIPT
REQUESTED

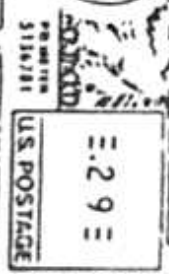
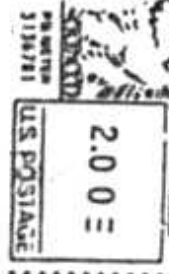
Handwritten initials

CERTIFIED MAIL
ENVELOPE WHICH
THE DELINQUENCY
NOTICE THERE IN

CERTIFIED

Z 235 927 064
MAIL

R. Lawrence
157 Red Boat
Edgebrook, FL 32141
Tenafloren, N.Y. 14547-0262



First Notice *9/17*
Second Notice
Returned



Lot # 251
 TERRA MAR VILLAGE
 Utility Services
 4383 U.S. 1
 Edgewater, FL 32141
 Reading Date: 9/29/94

Lot # 251
 TERRA MAR VILLAGE
 Utility Services
 EMERGENCY PHONE
 424-0167
 Date: 10/91

Reading	Previous Reading	Consumption In Gals.	TOTAL	TOTAL
WATER <u>63554</u>	<u>63554</u>	<u>0</u>	\$ _____	
SEWER			\$ _____	
		Sewer Only	\$ _____	Metered Water & Sewer \$ _____
		Basic Water and Sewer	\$ <u>25.68</u>	Sewer Only \$ _____
		Arrears	\$ <u>76.36</u>	Basic Water and Sewer \$ <u>25.68</u>
		TOTAL	\$ <u>102.04</u>	Arrears \$ <u>76.36</u>
				TOTAL \$ <u>102.04</u>

\$10 DISCONNECT
 \$15 RECONNECT
 ALL BILLS DUE AND PAYABLE 15 DAYS AFTER POSTMARK DATE
 PLEASE PAY THIS INVOICE BY SEPARATE CHECK
 PLEASE RETURN THIS STUB WITH PAYMENT

THESE 2 BILLS RECEIVED BY US 10-9
 HOWEVER, WE SENT CHECK # 714 ON 10-2
 (SEE EXHIBIT "G" PAGE FOR \$10⁰⁰ VOLUNTAR AND UNDER PROTES
 THIS CHECK CLEAR OUR BANK ON 10-12-

Lot # 251
 TERRA MAR VILLAGE
 4383 U.S. 1
 Edgewater, FL 32141
 Date: 10/94

Lot # 251
 TERRA MAR VILLAGE
 Monthly Fees & Collection Invoice
 Date: 10/94

Rent	\$ _____	Rent	\$ _____
Amenities	\$ _____	Amenities	\$ _____
Other	\$ <u>35.00</u>	Other	\$ <u>35.00</u>
Arrears	\$ <u>10.00</u>	Arrears	\$ <u>10.00</u>
TOTAL	\$ <u>45.00</u>	TOTAL	\$ <u>45.00</u>

PLEASE RETURN THIS STUB WITH PAYMENT

KEEP THIS STUB

SINCE BY TELEPHON WE HAD LEARNED THAT JUDGE JOHN HAD ORDERED TO AIR CONDITIONING BACK ON (UNLOCK AND ^{INFERIOR} THE OLD LEAKING ~~SWIMMING~~ AND NON-HEATED SWIMMING POOL W/

FROM PREVIOUS EXHIBITS (# B + C), THE BILL FOR \$76³⁶ WAS ^{UNJUSTIFIED AND} ILLEGAL AND THE 10+15 = \$25⁰⁰ DIS/RECON BILL WAS BLACK MAIL (EXHIBITS # G, H, I, J) THE \$10⁰⁰ HAD BEEN PAID PER ABOVE AND WAS THE AMOUNT DEDUCT ON CHECK IN EXHIBIT C BECAUSE THERE WAS INSUFFICIENT SPACE ON CHECK # 707 FOR DIS/RECON

FOR ~~SEE~~ EXHIBIT # G
IF REQUIRED



RECORDED
10-9-94
P 10-6 44

R. Lawrence #251
157 Red Bass Ln
Edgewater, FL 32141



LAWRENCE 157 RED BASS LN EDGEWATER FL 32141

LAWRENCE
PO BOX 262
INTERLAKEN NY 14847-0262



THIS IS THE ENVELOPE WITH THE 2 BILLS SHOWN ON EXHIBIT # G (PAGE 1 OF 2) WHICH WERE DELIVERED TO US. PLEASE NOTE THAT THIS WAS POSTMARKED ON 10-3-94, BUT OUR CHECK # 714 [SEE EX G (PAGE 3 OF 3)] WAS WRITTEN ON 10-2-94. SENT ON SAME DAY, WE RECEIVED THIS MAIL ON 10-9-94 WHICH IS 6 DAYS SINCE THEY DIDN'T CHANGE OUR SUMMER ADDRESS, WHICH THEY KNEW AND CAUSING NECESSARY FORWARDING ACTION BY POST OFFICE.

WE WERE JUSTIFIED IN WITHHOLDING THE \$10⁰⁰, SINCE THIS WAS THE DETERMINATION OF THE CIRCUIT COURT, TO CORRECT THE 2 AMENITY ITEMS REVERSED FROM UDDO'S ACTION. THERE-BY CONFIRMING THAT THE \$10⁰⁰ HAD NOTHING TO DO WITH PAYMENTS OF WATER & SEWER CHARGE.

RECEIVED
Y UDDO'S
BANK ON
10-11-94

714

Oct. 2, 1994

ROBERT A. LAWRENCE OR
RUTH C. LAWRENCE
157 RED BASS LN 904-345-0469
EDGEWATER, FL 32141-7368

PAY TO THE ORDER OF Terra Mar Village \$ 10⁰⁰
- Ten and no/₁₀₀ DOLLARS

FIRST UNION
First Union National Bank
of Florida
Orlando, Florida 32809

BAL SEPT '94 PMT. POOL LOCKOUT = 5⁰⁰ +
AIR COND LOCKOUT = 5⁰⁰
FOR UNDER PROTEST #251 Robert A Lawrence

CLEAR
OUR #
10-1

THIS IS THE DESIGNATED CHECK # 714 WE SENT ON 10-2-
(UNDER PROTEST) VOLUNTARILY ~~BECAUSE~~ SINCE WE LEARNED FROM PHONE
CALLS (SEE INTRO. EXHIBIT PG 3 OF 5) THAT JUDGE JOHNSON H.
ORDERED THE AIR CONDITIONING IN THE CLUBHOUSE BACK ON
AND THE OLD SWIMMING POOL BACK OPEN (INFERIOR, NON HEATED
THE GOOD SWIMMING POOL IS STILL LOCKED OUT, AS OF 1-26-
NOTE THAT THIS CHECK HAD NOTHING TO DO WITH WATER
SERVICE, AND SINCE THV CASHED THIS DESIGNATED CHECK,
THEY THEREBY ARE CONCEDED THIS WAS ONLY FOR THE
2 ITEMS OF AMENITIES, ~~AND~~

WATER CRISIS SUMMATION

WE ARRIVED AT THV FROM NY LATE ON 10-16-94. ON 10-17-94, WE REQUESTED, VIA OUR LAWYER (NOW) TO HAVE OUR ILLEGALLY LOCKED OFF WATER SERVICE RECONNECTED. NEGOTIATIONS BETWEEN OUR AND T LAWYERS RESULTED THAT UDDO'S LAWYER (STORCH) VOLUNTEERED TO PAY 1/2 OF THE \$25⁰⁰ UDDO WAS TO CONNECT OUR WATER, IF WE WOULD PAY THE OTHER 1/2. WE REFUSED TWO OR THREE HOURS LATER OUR LAWYER NOTIFIED US THAT IF WE GIVE THV A CHECK FOR \$25⁰⁰ DESIGNATED UNDER PRE UDDO WOULD HAVE WATER RECONNECTED.

WE WENT TO THE OFFICE, A SHORT TIME LATER WITH THE LETTER SHOWN ON EXHIBIT # I AND A CHECK # 721 SHOWN ON EXHIBIT # J (BOTH UNDER PROTEST) THE 3 OF US, MY WIFE RUTH, PL NEIGHBOR MEL JAMPSA, AND MYSELF, ROBERT LAWRE APPROACHED UDDO, WHO REFUSED TO HONOR THESE 2 ITEMS UNLESS ~~WE~~ ^{WE} ALL OF HIS DOUBLE BILLING (ILLEGAL) WERE PAID. WE REFUSED OUTRIGHT. UP LEAVING THE OFFICE, UDDO CAME AFTER US USING 4 LETTER CUSS WORDS AND THREATENED US WITH BOO HARM. HE SAID "I'M GOING TO KICK YOUR BUTT" WE LEFT QUICKLY AS HE WAS ABOUT TO STRIKE.

THAT NIGHT, AFTER ANOTHER LAWYER'S CONFERENCE, WE WERE TOLD TO GO BACK TO THE OFFICE THE NEXT AM AT 8: ~~AM~~ AND TRY AGAIN. APARANTLY UDDO'S LAWYER (STORCH) ADVISED UDDO TO ACCEPT, WHICH HE DID AND OUR

October 17, 1994

To: The Receiver
Terra Mar Village

From: Robert and Ruth Lawrence

Re: Water service to lot #251

Enclosed is \$25.00 as payment of the disconnect/connect fee for immediate restoration of water service to our home on lot #251.

This payment is made under protest and we reserve the right to contest this payment.

Robert Lawrence
Robert Lawrence

Ruth Lawrence
Ruth Lawrence

Payment of \$25.00 received by William S. [Signature]

date: 10/18/94

time: 8:32

WITNESSES William J. Jumper

check # 2700

ROBERT A. LAWRENCE OR
RUTH C. LAWRENCE
157 RED BASS LN. 904-345-0489
EDGEWATER, FL 32141-7388

04-90

721

OCT. 18, 1994

PAID TO THE
ORDER OF

Terra Mar Village : \$ 25.00

Twenty five and ^{no}/₁₀₀ DOLLARS

FIRST UNION
First Union National Bank
of Florida
Orlando, Florida 32809

Water service reconnected
safe in protest lot 25

Robert A. Lawrence

UDDC: ACCE-
THIS CHECK
10-18-94

CLEARED UDDC
BANK 10-18-
AND OUR BAF
10-19-94.

Since this check was ^{PROOF} ~~a form~~ of BLACKMAIL *
we demand restitution and damages to be assessed
by the courts in amounts suggested by us.

* BLACKMAIL = EXTORTION BY INTIMIDATION.

TO PROTEST LETTER FROM STORCH RECEIVED BY US 10-19-94

REFERENCES

XHBIT #1 = PUBLIC SERVICE COMMISSION RULES ON NON-PAYMENT OF WATER SEWER BILLS VIA THV.

XHBIT #M+IV = LETTER FROM STORCH RECEIVED 10-19-94 WHICH IS COMPLETE DISTORTION AND FALSEHOOD OF FACTS AS FOLLOWS

1ST PARAGRAPH = PER PREVIOUS EXHIBITS #C, D, E, F + G, OUR WATER AND SEWER BILLS FOR SEPT 1994 WERE PAID IN FULL. ALSO, THE AMENITIES WERE PAID IN FULL AFTER THE INJUSTICES FOR \$10⁰⁰ WERE CORRECTED BY JUDGE JIM (EXHIBIT #D) AND PRIOR TO RECEIPT OF OUR OCT 1994 WHICH INCLUDED THE \$10⁰⁰ (EXHIBIT #G)

2ND
3RD PARAGRAPHS = STORCH ATTEMPS TO COMBINE THE UTILITIES WITH THE AMENITIES, HOWEVER, EACH IS A SEPARATE COMPONENT OF THE \$35⁰⁰ HISTORIC FEE PER ^{AS HIS STATEMENT IN} THE 1ST PARAGRAPH AS CHECK #714 (EXHIBIT #G-20F2) WAS DESIGNATED AS \$5⁰⁰ + \$5⁰⁰ (AIR COND LOCK-OFF + SWIM POOL LOCK-OUT), AMENITIES AND HAD NOTHING TO DO WITH WATER OR SEWER UTILITIES, SINCE THV CASHED THIS DESIGNATED CHECK THEREBY ADMITTING AND CONFIRMING THIS. THE \$10⁰⁰ AMENITY CHECK WAS ONLY A FRACTION OF ALL AMENITIES SO THE WATER AND SEWER COMPONENT WAS LESS THAN \$25⁰⁰ OF THE \$35⁰⁰ TOTAL FEE BY CONFIRMANCE.

3RD PARAGRAPH 1ST SENTENCE = ABSOLUTE DISTORTION OF FACT
2ND SENTENCE = PROFOUND LIE. THE ONLY NOTICE WE EVER RECEIVED WAS THE DISCONNECT NOTICE AND OUR WATER HAD BEEN LOCKED-OFF BEFORE WE EVEN RECEIVED 1 NO OTHER ATTEMPT WHATSOEVER IN ANY MANNER SHAPE OR FORM WAS INSTITUTED SEE 1ST TT ABOVE

LISTING \$10⁰⁰ + \$15⁰⁰ = \$25⁰⁰ = BLACKMAIL, SINCE ALL OUR FEES WERE PAID ON TIME AND JUSTIFIED (REFER TO #1 ABOVE)
LISTING PRO-RATA FOR OCT. 1994 = PAID IN FULL SEE EXHIBIT

ADDITIONAL PROTEST

IT WAS REPORTED THAT UDDO ^{*}DISCRIMINATED BY SAYING THAT WE WERE LOCKED OFF FROM OUR WATER SERVICE "TO AN EXAMPLE OF" EASILY DONE, SINCE WE WERE NOT THERE, ON VACATION UP NORTH. MANY RESIDENTS WERE ALSO ON VACATION AND NO ONE ELSE LIKEWISE WERE LOCKED-OFF.

BY "WORD OF MOUTH" THIS STATEMENT HAS SPREAD THROUGH TAMU AND VOLUSIA COUNTY, VERY OFTEN WHEN WE MEET STRANGERS AND GET INTO A DISCUSSION ON TAMU, WE GET QUESTION: "SO YOU ARE THE ONE THAT HAD THEIR WATER SHUT-OFF - DIDN'T PAY YOUR WATER BILL DID YOU"
 CONSEQUENTLY, UDDO'S BIG MOUTH HAS PROMOTED ^{UNJUSTIFIED} SLANDER, EMBARRASSMENT AND DEFAMATION OF OUR REPUTATION ETC, ETC. ETC.

* WE HAVE WITNESSES FOR CONFIRMATION OF UDDO'S STATEMENT

NOTE ON LETTER

THIS MATERIAL ABOVE WILL BE USED TO EVALUATE STORCH'S QUALIFICATIONS TO PRACTICE LAW IN THE STATE OF FLORIDA BEFORE THE FLORIDA STATE BAR ASSOCIATION

State of Florida

Commissioners:
J. TERRY DEASON, CHAIRMAN
SUSAN F. CLARK
JULIA L. JOHNSON
DIANE K. KIESLING



DIVISION OF WATER &
WASTEWATER
CHARLES HILL
DIRECTOR
(904) 488-8482

Public Service Commission

PH 7-15-94 Edgewater
PH Edgewater 7-20-94

Received 7-25-94 AT INTERLAKE, FL July 12, 1994

TO ALL TERRA MAR RESIDENTS.

Mr. Joe Uddo
Terra-Mar Village
4383 U.S. 1
Edgewater, FL 32141

PLEASE TAKE NOTE OF THIS LETTER
WHICH WE INTEND TO ENFORCE.

RE: Discontinuance of Service for Nonpayment of Bills

Dear Mr. Uddo:

This is to confirm our telephone conversation of today regarding the discontinuance of water and/or wastewater service for nonpayment of bills. Pursuant to Rule 25-30.320(2)(g), Florida Administrative Code:

"As applicable, the utility may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given written notice and allowed a reasonable time to comply with any rule or remedy any deficiency. For nonpayment of bills or noncompliance with the utility's rules and regulations in connection with the same or a different type or a different class of utility service furnished to the same customer at the same premises by the same or affiliated utility only after there has been a diligent attempt to have the customer comply, including at least 5 working days' written notice to the customers"

Further, pursuant to Rule 25-30.210(1), Florida Administrative Code, a "Customer shall mean any person, firm, association, corporation, governmental agency, or similar organization who has an agreement to receive service from the utility."

Therefore, in the instance where the owner of a residence elects to continue a water and/or wastewater account in their name, they accept the responsibility of the payment for such water and/or wastewater service, regardless if such service is currently being used by a lessor.

NOTE: THIS PERTAINS TO ALL OWNERS WHO ARE LEASING OR RENTING THEIR HOMES TO OTHERS.

EXHIBIT 1

RECEIVED 10-19-94

PAGE #23

STORCH, HANSEN & MORRIS, P.A.

GLENN D. STORCH*
MARY D. HANSEN*
JAMES S. MORRIS
CARL VICTOR ROMANO

ATTORNEYS AT LAW
STORCH - HANSEN - MORRIS CENTER
1620 S. CLYDE MORRIS BOULEVARD, SUITE 300
DAYTONA BEACH, FLORIDA 32119

(904) 767-0300
FAX (904) 767-1111

October 18, 1994

Suzanne Novak, Esquire
Dunn, Abraham & Swain
347 South Ridgewood Avenue
Post Office Drawer 2600
Daytona Beach, FL 32115

Re: Lawrence Utility Connection

Dear Suzanne:

Per our conversation, it is my understanding that your client, Mr. Lawrence, desires to reconnect his mobile home to the Terra Mar utility system. As you are aware, your client's mobile home was disconnected as a result of the failure to pay all amounts due for the utility in September.

Although the base fee for utilities is \$25.68 per month (as provided by the PSC), the former co-op members had historically paid \$35.00 for base utilities and amenities for the park. This amount is insufficient for the purposes provided and was apparently subsidized by the co-op developer. However, for the time being, with the possibility of a settlement resolving this issue pending, the Receiver has not raised this issue. However, for purposes of the utilities, it is absolutely required that all of the \$35.00 payment be made in a timely fashion.

NOTE ->
THAT SO EVER

Apparently, your client attempted to intentionally and unilaterally reduce the amount due for the utility and amenity fee by \$10.00 for the month of September. Mr. Lawrence was repeatedly notified of the shortage and then disconnected for the failure to pay. It is my understanding from you that your client has finally forwarded the additional \$10.00 due. If that is the case, the he will be required to pay the following additional amount in order to restore service:

- Disconnect fee: \$10.00
- Reconnect fee: \$15.00
- Pro-rata October co-op fee(1-17):\$19.21 ✓
- Pro-rata October utility (18-31):\$11.62 ✓

Thus, a total of \$55.83 is due as of today for the reconnection of your client's service. Additionally, your Mr. Lawrence, as well as a number of other clients, must pay the pro-rata share of the amenities due today in the amount \$11.34. ✓

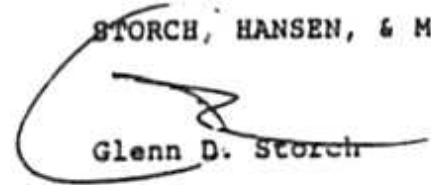
Suzanne Novak, Esquire
October 18, 1994
Page 2

Failure to do so would be a violation of the agreement between the parties.

I hope this has been of some assistance.

Yours very truly,

STORCH, HANSEN, & MORRIS, P.A.



Glenn D. Storch

GDS/cvr

EDGAR H. DUNN, JR., P.A.
ROBERT ABRAHAM, P.A.
CATHERINE G. SWAIN, P.A.

LAW OFFICES
DUNN, ABRAHAM & SWAIN

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
347 SOUTH RIDGEWOOD AVENUE
POST OFFICE DRAWER 2600
DAYTONA BEACH, FLORIDA 32118 2600
TELEPHONE (904) 255-8521
FACSIMILE (904) 255-1222

OF COUNSEL
WM. AMORY UNDERHILL
ADMITTED IN FLA. & D.C.
ROBERT L. SEAMAN
ADMITTED IN NEW YORK & CALIF.
DAVID T. TOTMAN
ADMITTED IN CONN., D.C. & FLA.

October 18, 1994

Robert and Ruth Lawrence
157 Red Bass Lane
Edgewater, FL 32141

Re: Uddo, et al. v. Magna et al.
Our File Number L3709
Utility Connection

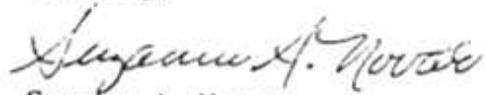
Dear Mr. and Mrs. Lawrence:

I have enclosed a copy of the letter from Mr. Glenn Storch, the receiver's attorney, regarding the reconnection of water service to your home. I understand that water and sewer service has already been restored: the enclosed letter is simply for your information.

Please be sure to notify the receiver in writing of any irregularities in water or sewer service, or of poor water quality. Also, please send a copy of any such letter to me.

With kind regards,

Sincerely,



Suzanne A. Novak
Associate

SAN
Enclosures

Purchasing Clients

= WILL

10-18-94 (1) Our clients who are purchasing their Owner-Occupied lots should pay their prorated amenities fees for the period October 1 through October 17, in the amount of \$19.21 (\$35.00 divided by 31 days = \$1.13 per day, multiplied by 17 days = \$19.21). This amount may be paid by our clients immediately.

(2) With regard to the prorated base water and sewer fees, we recommend that our clients who are purchasing their Owner-Occupied lots pay those fees for the period October 18 through October 31, in the amount of \$11.62 (\$25.68 divided by 31 days = \$.83 per day, multiplied by 14 days = \$11.62). This amount should be paid by our clients on October 18, 1994.

(3) Our clients who are purchasing their Owner-Occupied lots should also pay the prorated amenities fee for the period October 18 through October 31, in the amount of \$11.34 (\$25.00 divided by 31 days = \$.81 per day, multiplied by 14 days = \$11.34) on October 18, 1994.

A
11/2

W
11/62

A
11/34

12.17

~~11/34~~

42.17
#722

now was directed to TRIAL COURT

ALL CLIENTS 29.68
12
\$ 51.36

Our clients should not pay any "arrearage" charges for base water and sewer fees (\$51.36) until directed to do so by the trial court, or until we recommend that our clients pay such charges. We are not recommending payment at this time.

GAVE TO ATTORNEY SUZANNE A NOVAK 10AM 10-18-94 SEE BELOW AT ... BEACH COURTHOUSE

PER THE ABOVE DOCUMENT, WE PAID ALL LEGALLY REQUIRED BILLS FOR THE MONTH OF OCTOBER 1994 WITH CHECK #722 SHOWN BELOW. THIS CHECK CLEARED UDDO'S BANK = 10-19-94 + OUR BANK = 10-19-94

ROBERT A. LAWRENCE OR RUTH C. LAWRENCE 157 RED BASS LN. 904-345-0469 EDGEWATER, FL 32141-7368

722

OCT 18, 1994

AND WAS DESIGNATED SPECIFICALLY AND INTENTIONALLY

Twenty Two and 12/100 DOLLARS

First Union National Bank of Florida Orlando, Florida 32809

FIRST UNION

10-1-94 thru 10-17-94 arrearage
10-18-94 thru 10-31-94
10-18-94 thru 10-31-94 base water Robert A Lawrence

DAMAGES TO PLAINTIFFS

IN ADDITION TO ALL THE CRIMES DISCUSSED AND PROVED ON PRECEDING PAGES, THE FOLLOWING PERTINENT FACTORS ARE HERE INCLUDED AS CONTRIBUTING TOWARD JUSTIFICATION IN AWARDING COMPENSATORY AND PUNATIVE DAMAGES INFLICTED ON BOTH PLAINTIFFS

A. MENTAL ANGUISH - ALL FACTORS PRECEDING AND FOLLOWING DETERIORATED OUR MENTAL AND PHYSICAL HEALTH TO THE POINT OF NERVOUS BREAKDOWNS ETC IN ALL OUR 77 YEARS, WE NEVER SEEN SUCH HATE-HATE-HATE FOR ANY INDIVIDUAL AS WE HAVE IN THIS CASE, AND FURTHER:

1. WE HAVE BEEN UNABLE TO SLEEP NORMALLY CAUSING MENTAL DROWSINESS AND ANGER
2. CONTINUOUS MENTAL AND PHYSICAL STRESS AND ABUSE BY INTIMIDATION DATING FROM 9-27-94.
3. APPREHENSION OF MAJOR BODILY HARM BY A WILD PER (UDDO) WHO GOES INTO TANTRUMS WHEN JUSTLY CONTRADICTED OR OTHERWISE.
4. THIS GREAT NERVOUS TENSION AND CONSTANT FATIGUE HAS CAUSED SUDDEN CRIPPLING ARTHRITIC CONDITIONS PLUS CHRONIC WORSENING OF ASTHMATIC DISORDER. DR. BRUCE CREWE OF EDGEWATER, FL CONFIRMS STRESS OFTEN PROMOTES SAME *

B. PROPERTY DAMAGE - OUR LAWN AND GRADING IS STILL A MESS FROM EXCAVATION INSIDE OUR PROPERTY LINES DURING THE LOCK-OFF PERIOD.

* CURRENTLY UNDER INVESTIGATION.
(2-20-95).

C. INCONVENIENCE -

1. WE HAVE TO KEEP BUCKETS OF WATER AROUND THE HOUSE, AT ANY TIME AND UNNOTIFIED OUR WATER IS SHUT-OFF.
2. FROM 9-27-94 TO 10-18-94 (21 DAYS) THERE WERE TIMES WE HAD TO BORROW WATER FROM NEIGHBORS OR CITY OF EDGEWATER.

D AVAILABILITY - BY COMMON SENSE, ANYTHING, WHETHER IT WATER SERVICE (SUPPLY) OR AMENITIES, AS IN OUR CASE THAT IS "LOCKED-OUT OR OFF" IS ABSOLUTELY NOT AVAILABLE OR USABLE, AND ANY CHARGES OR BILL FOR SAME SHOULD NOT BE COLLECTABLE, WHETHER THEY MAY BE AVAILABLE TO OTHERS OR NOT. THERE IS NO JUSTICE IN PAYING FOR SOMETHING ONE DOESN'T RECEIVE. SEE E PART 2.

THE CONSTITUTION OF THE USA GUARANTEES THE RIGHTS OF CITIZENS TO LIFE, LIBERTY AND THE PURSUIT OF HAPPINESS AND JUSTICE FOR ALL NOT AT THE

F. OUR DAMAGES ARE 3 (FROM PRECEDING TEXT) ^{EXCLUDED ITEM PAGE 1}

1. \$2,000,000⁰⁰ + EACH PLAINTIFF
2. REIMBURSEMENT FOR ALL FUNDS ILLEGALLY COLLECTED FROM 9-27-94 FORWARD ^(TRIPLE DAMAGES)
3. (TO BE CALCULATED)

3. IN ADDITION TO THE MONETARY PENALTIES LISTED ABOVE IN ITEMS #1 AND #2, A PHYSICAL PUBLIC EXPOSURE TYPE OF PENALTY TO BE EXACTED AS APOLOGY FOR THE DEFENDANTS UNJUSTIFIED ACT. THE FORM OF THIS ACT TO BE DETERMINED BY PLAINTIFFS OR A JOINT COMMITTEE COMPOSED OF THE PLAINTIFFS AND A JUDGE AND/OR A JURY OR PANEL OF COMPETENT AUTHORITY TO EXACT THE APOLOGY BY AN ACTION OF EXCRUCIATING PUBLIC EMBARRASSMENT. THE TERM OF THIS IS A MINIMUM OF 10 DAYS AND ACTUAL TIME OF DURATION OF 8 HOURS BETWEEN THE HOURS OF

GAM TO 634

NOTES ON LENEATHY PHONE CONVERSATION WITH MURTED DAVIS
AND AN ENGINEER WITH FIDUCIARY PSC ON 5-11-95

THIS 28 PAGE DOCUMENT WENT TO LISSY GALLOWAY OF F...
ON 3-27-95. ALTHOUGH IT WAS LABELED "CONFIDENTIAL"
BELIEVE IT WAS PHOTOCOPIED AND DISTRIBUTED TO SEVERAL
PARTS OF THE P.S.C. AND EVEN MAY HAVE BEEN SENT TO UDDO
FROM MY 2-11-95 CONVERSATION, I BELIEVE UDDO HAS GIVEN UP
ON GETTING THE CONTENTS OF MY DOCUMENT AND NOW IS TRYING TO
DO THE 90 DAY WATER BILL PAYMENT VIA THE ILLEGAL \$25⁰⁰
CORPORATE BILLINGS SENT TO ALL COOP MEMS. IN JULY, AUG & SEPT 75
IS ALSO A LITTLE FAIL⁰

1. JULY 1ST TO ^{JULY} WATER LOCKOUT DATE OF 7-24-75 (UDDO'S DATE
IS NOT 90 DAYS

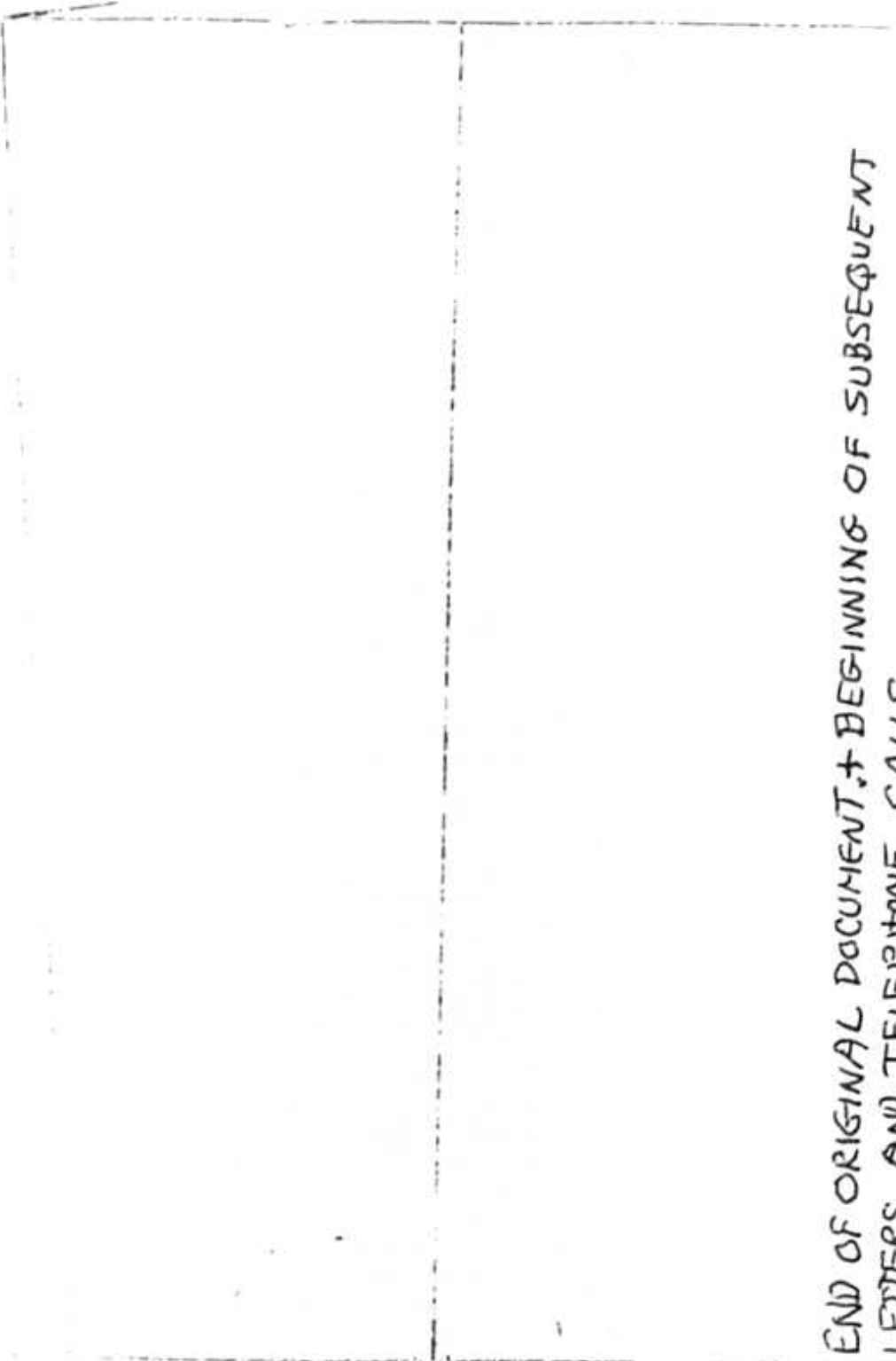
2. NO ONE PAID (THAT I KNOW OF) ANY OF THE \$25⁰⁰ BILLINGS
3. UDDO DIDNT HAVE AUTHORITY TO SEND THESE BILLS. JUDGE
JOHNSON WAS IN COMPLETE CONTROL AND THE ONLY RESPONSIBILITY
FOR UDDO WAS TO COLLECT HISTORIC COOP PAYMENTS

4. UDDO DID NOT OWN THE UNIT UNTIL LATE NOV BUT OFFICIALLY
BEGAN TO COLLECT THE \$25⁰⁰ ON 10-18-75 PER
THE SETTLEMENT AGREEMENT

5. ALL \$25⁰⁰ AND PAYS WERE CONSIDERED PART OF UDDO
WHEN HIS FINAL WATER/SEWER & ASSOCIATED PAYMENTS
WAS MADE ON 12-1-75

WE BELIEVE THERE IS SOME KIND OF COLUDELN BETWEEN
UDDO AND THE PSC BUT MAY BE DIFFICULT TO GET AT THIS
IF DEAL STINKS (MEMORANDUM DATED 5-4-95 & READ 5-11-95)

Robert C. Johnson



END OF ORIGINAL DOCUMENT.† BEGINNING OF SUBSEQUENT
LETTERS AND TELEPHONE CALLS.

INQUENCY NOTICE

DATE: 9/20/94

TERRA MAR VILLAGE

A Waterfront Community

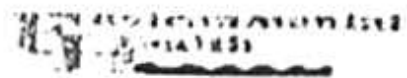
4383 U.S. 1 • Edgewater, FL 32141 • Phone/Fax (904) 345-3662

 LOT # 251 NAME R. LAWRENCE

- This five day notice is to inform you that your utility invoice is past due and your utility services will be disconnected on 9/27/94. There will be a \$10.00 Disconnect Fee and a \$15.00 Reconnect Fee. Thank You!
- This notice will serve to inform you that your rent is past due \$ 10.00 as of 9/20 199 94. You have 15 days, until 10/5/94, to pay this amount in full, or risk future legal action and expense to you.
- This five day notice is to inform you that your amenities invoice is past due and your amenity services will be revoked on _____ . Upon receipt of your payment, your privileges to you and your guest(s) will be restored.

Ted

(904) 947-3436
501 N. Clyde Morris Blvd.
Daytona Beach, Florida



Volume 5
12/27/95

OFFICIAL NEWSLETTER OF VOLUSIA COUNTY PUBLIC HEALTH UNIT
ENVIRONMENTAL HEALTH DRINKING WATER PROGRAM

To the Residents of Terra Mar

Happy Holidays from the Volusia County Health Department staff! We are hoping that this newsletter finds you and your families healthy and enjoying this holiday season.

It's been a long time since we've sent you a Terra Mar Newsletter. In sending you newsletters, it has been our policy to send them only if we have something significant to say. Actually there have been many small things and some large things that have been accomplished over the last 18 months that have finally allowed us to lift the building moratorium, which was caused by the previous owners' neglect.

The water quality is in full compliance with the Safe Drinking Water Act. The owner of the system, Mr. Joseph Uddo, has consistently worked diligently with us to improve the water quality and the water system treatment plant. He has entered into an agreement with Volusia County Utilities for them to provide a reliable back-up supply of quality water, so that you will virtually not be without water again. This back-up supply connection is expected to be completed within the next 3 months.

Mr. Uddo has also agreed to add a new tray aerator to the water treatment process. This will further improve the quality of the water provided by your water system. After this improvement is completed, which is expected to be in about 4 months, your water quality should be far superior to the water quality that home treatment units might provide, so it is anticipated that there will not be a need for home water treatment units in Terra Mar.

If water quality problems do occur after these improvements have been made, please contact Mr. Uddo or his office utility personnel. He has assured me that he will continue to work diligently to maintain a high standard of water quality.

I congratulate you on your patience and the folks at the Terra Mar Utility for their dedication and hard work. May you have the best of water quality anywhere in United States in the New Year.

Please call me if you have any comments or questions relating to water quality.

Yours truly,

Raymond F. Van Loon, P.E.
Environmental Health Engineer

RECEIVED

JAN 01 1996

Florida Public Service Commission
Division of Water and Wastewater

Name LAWRENCE, ROBERT

Company TERRA MAR VILLAGE (RIVER PARK)

Address 157 RED BASS LANE

Attn. PAY AYERS 972411

City/Zip EDGEWATER 32141 County VOL

Consumer's Telephone # (904)-345-0469

Account Number _____

Can Be Reached (904)

Has consumer contacted company? Yes No Who _____

Request No. 0972411

By KMT Time 10:45 AM Date 11/30/95

To CO Time MAIL Date 12/01/95

Complaint Type GI-99

Note _____

Justification _____

Closed by KMT Date 12/22/95

Reply Received _____

The customer called in reference to their service being interrupted today (11/30/95). The customer says that they have paid bill. Please contact the customer as soon as possible to discuss this and any other concern that they may have. Please investigate and advise. NOTE: The customer feels that the company should notify the customer when there is going to be a planned interruption. Please advise!!!

12-01 - The customer called. He said that his whole neighborhood was out, not just him. He would like the FPSC to follow up with him, once we receive the report.\JFP

12/12 - The case was forwarded back to the Commission as "Attempted Not Known."kmt.

12/22 - I spoke with a JoAnn Layton, at the company, who advised that the reason the correspondence was returned is because it was addressed to Mr. Ray Ayers instead of Joe Uddo. However, Ms. Layton advised that the reason the customer was out of service is because the company had to install water service for a home; Ms. Layton noted that Mr. Lawrence was out of service for 15 minutes.kmt.

12/22 - Closed by letter.

01/23 - The customer called to respond to a letter that they received from the company. The customer said that the service has been interrupted many times, since Joe Uddo began to service the area. The customer said that the company never sends service interruptions. The customer acknowledges that Mr. Uddo considers him to be a chronic complainer. However, the customer said that they

CONSUMER REQUEST

FLORIDA PUBLIC SERVICE COMMISSION

2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL. 32399-0850
904-413-6100

PLEASE RETURN THIS FORM
WITH REPORT OF ACTION TO:

Kenya Thompkins

DUE: 12/16/95

Name LAWRENCE, ROBERT

Company TERRA MAR VILLAGE (RIVER PARK)

Request No. 0972411

PAGE: 3

05/07 - Letter sent to the customer to explain the Commission's position concerning the complaint filed in November 1995.kmt.

06/25 - Attached is a copy of a letter, from the Division of Legal Services, sent to Mr. Lawrence concerning Terra Mar Village.