



Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: October 7, 1999
TO: Division of Records and Reporting
FROM: Division of Legal Services (Brubaker) JSB
RE: Docket No. 981781-SU - Application for amendment of Certificate No. 247-S to extend service area by the transfer of Buccaneer Estates in Lee County to North Fort Myers Utility, Inc.

Please place the Proposed Settlement Agreement and four letters in the above-referenced docket file.

JSB/lw

cc: Division of Water and Wastewater (Messer, Redemann)

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FPSC-RECORDS/REPORTING

Proposed Settlement Agreement

This proposed settlement agreement is made and entered into by Ronald Ludington ("Ludington") on behalf of the homeowners of Buccaneer Estates; and North Fort Myers Utility, Inc. ("NFMU").

Whereas; NFMU has filed an application ("application") with the Florida Public Service Commission ("PSC") to extend its waste water service area to include Buccaneer Estates Manufactured Home Community, ("Buccaneer"); and

Whereas Ludington has filed an objection to NFMU's application; and

Whereas the parties recognize the expense and uncertainty of this procedure, the parties now desire to settle their differences.

Now therefore it is agreed that in exchange for Ludington dismissing his objections to the application, and now even supporting the granting of the application, NFMU grants the following conditions shall be established between the parties.

1. Commencing with waste water service rendered on and after March 1, 1999, to Ludington and all other homeowners of Buccaneer, NFMU agrees to send its invoices for this service to the owners of Buccaneer, instead of the homeowners of Buccaneer, using a billing schedule known as approved Rate Schedule GS; and
2. NFMU agrees to drop its right to collect, now or in the future, any service availability fees, or any monthly fees that it mistakenly thought were to be collected through clauses in a faulty developers' agreement that it mistakenly signed with the park owners in 1998.
3. NFMU agrees that it has the right to obtain water meter readings necessary for this billing, and that Buccaneer Water Service ("BWS"), a PSC regulated company, may be forced to supply these readings by the PSC, if BWS resists doing so.
4. Ludington agrees that he will abide by these conditions as long as the PSC renders the adoption of them as being in the public interest, and that he will drop all other matters of objection he now has before the PSC in support of his rights.
5. NFMU agrees, now or in the future, not to affect the rights of Ludington or any other homeowner of Buccaneer in his, or their, pursuit of contract rights granted to them under Chapter 723, Florida Statutes.
6. Ludington agrees that the Order to Show Cause proceeding against NFMU should be dismissed without penalty.
7. Ludington acknowledges that NFMU is the sole owner of the waste water collection system in Buccaneer and will do nothing to dispute this fact as long as this agreement is in effect.
8. This Proposed Settlement Agreement shall be submitted for its approval, to the PSC panel at a hearing to be held on Oct. 13, 1999.

Ronald Ludington..... For NFMU.....

RONALD LUDINGTON 509 AVANTI WAY BLVD., N. FT. MYERS FL 33917

September 24, 1999

To whom it may concern:

Regarding the matter now before the Florida Public Service Commission concerning the application of North Ft Myers Utility, Inc. to service Buccaneer Estates in N Ft. Myers.

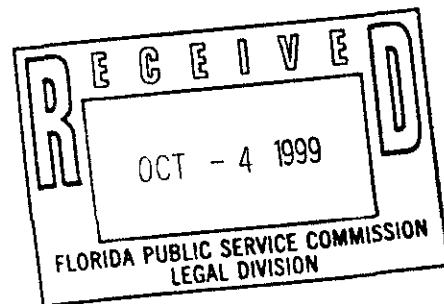
Be advised that I intend to submit the attached "proposed settlement agreement" to the Public Service Commission at a rescheduled hearing on Oct. 13 1999 to be held in N. Ft Myers, Florida.

If you have any concerns over the wording, terms, or any other areas of the agreement please contact me directly so that we can work together to bring this hearing to a satisfactory conclusion at the earliest possible time.

I am presently out of the country but can be reached by phone at 1-519-421-0549 until Oct. 8, 1999. After Oct. 10 I can be reached at 1-941-656- 8263.



Ronald Ludington



ORIGINAL

Legal

Sept. 27, 1999

Dear Sir,

Concerning Docket No. 981781-50, the application of North Fort Myers Utility, Inc. for amendment of certificate no. 247-5 to expand service to include Buccaneer Estates.

I wish to petition for intervention. I strongly object to this expansion. Manufactured Homes, Inc. has allowed our own sewage system to be removed illegally. North Fort Myers Utility hooked up service without legal permitting or zoning.

I bought my home in Buccaneer Estates in 1977 and it has been my full time home for over 20 years. My Lifetime Lease states that sewage service is included in my monthly lot rent. Yearly raises of rent have covered cost of maintenance. Of the 970 homes here, over 200 hold Lifetime Leases, although other leases include sewage service. We are a Mobile Home Park of senior citizens, many on limited income. Now NFMU wants to charge us a sewage fee. I feel this in violation of our leases.

Please give this your consideration.

Ruth E. Procter
104 Jose Gaspar Dr.
Fort Myers, FL 33917-2933

Respectfully,
Ruth E. Procter
104 Jose Gaspar Dr.
No. Fort Myers, Fla

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Ray Hays

Legal

ORIGINAL September 27 1999

Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee Florida 32399-0850

Sirs:

This letter is in reference to Docket No. 981781-SU
I hereby file my objection to granting extension
of service area of North Fort Myers Utility Inc.
I am a resident owner in Buccaneer Estates
for the past twenty years, under my Lifetime
Lease it has been and still is the obligation
of the owners who is now (M.H.C.) Manufactured
Home Communities, Inc. to provide sewer
and water to me as part of my rent
agreement. That contract provides for increase
costs for these services by Cost of Living
yearly increases. The law violation by
M.H.C. in secretly entering into an
agreement with North Fort Myers Utility Inc.
does not change the obligation of M.H.C.
to provide sewer service to me and other
homes in this Community. I am
providing you with this my position
for your serious consideration.

Sincerely

Leonard Steinke
270 Bluebeard Dr.
N. Fort Myers, FL 33917-2913

Leonard F. Steinke
270 Bluebeard Drive
North Fort Myers, FL 33917

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FPSC-RECORDS/REPORTING

Legal

Sept. 28, 1999

Director

Division of Records & Reporting 981781
Fl. Public Service Commission
2540 Stumard Oak Blvd.
Tallahassee, Fl. 32399-0850

Dear Director — Re: Oct. 13, 1999 meeting
@ 10:00 A.M.

My husband & I bought a mobile home,
in Buccanner Estates, in Feb. of 1979.

Why, why, why after twenty (20) years
is the park wanting to charge for
sewer when this charge is suppose
to be included in our rent ????

This is just another rip off & very unfair
to us, seniors, on fixed incomes.

Please consider, in favor, of the
residence. Help us please.

Sincerely

Charlene M. Ries
Space 274

274 Blue Beard Dr.
North St. Myers, Fl. 33917

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