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MEMORANDUM

March 19, 1991

**ORIGINAL  
FILE COPY**

TO : NAYOLA FRAZIER, DIVISION OF LEGAL SERVICES  
 DIVISION OF RECORDS AND REPORTING

FROM: <sup>PAR</sup>RICHARD REDEMANN, DIVISION OF WATER AND SEWER <sup>gn</sup>

RE : DOCKET NO. 910231-SU, REQUEST FOR EXEMPTION FROM THE FLORIDA PUBLIC SERVICE COMMISSION REGULATION FOR A SEWAGE TREATMENT AND DISPOSAL SYSTEM IN MONROE COUNTY BY OVERSEAS TRAILER PARK.

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Please find below the EXEMPTION CHECKLIST completed for the above referenced docket.

After reviewing the documentation provided, I recommend that an administrative order be issued within thirty days indicating the exempt status of the applicant. If any further information is needed, please contact me as soon as possible.

EXEMPTION CHECKLIST

FILING DATE: FEBRUARY 26, 1991

TYPE OF EXEMPTION REQUESTED: 367.022(5) LANDLORD - TENANT EXEMPTION

I. NAME OF APPLICANT SYSTEM: OVERSEAS TRAILER PARK

PHYSICAL ADDRESS/LOCATION OF APPLICANT SYSTEM: 5300 MACDONALD

AVENUE, STOCK ISLAND, FL 33040

(Street, City, State, Zip)

COUNTY: MONROE

NAME OF SYSTEM OWNER: WANDERLUST ENTERPRISES & BOUNTY FISHERIES, LTD.

MAILING ADDRESS OF APPLICANT (IF DIFFERENT FROM ABOVE): RAYMOND

VANYO, AGENT; 2917 VENETIAN DRIVE; KEY WEST, FL 33040

NAME OF PRIMARY CONTACT PERSON, ADDRESS AND PHONE NO.: GLEN BOE,

P.E.; P.O. 3406; MARATHON SHORES, FL 33052 (305) 743-9121

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

DOCUMENT NUMBER-DATE

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II. LEGAL STATUS OF APPLICANT SYSTEM: CORPORATION  
(Corporation, sole proprietorship, partnership, etc.)

III. PHYSICAL DESCRIPTION OF SYSTEM: WATER N/A WASTEWATER 20,000 GPD  
NO. OF LOTS: CURRENTLY 0 ULTIMATELY 65-UNIT MOBILE  
NO. OF UNITS: CURRENTLY 0 ULTIMATELY SAME  
NO. OF CUSTOMERS: CURRENTLY 0 ULTIMATELY SAME  
DESCRIPTION OF CUSTOMERS SERVED: MOBILE HOMES

(All residents or homeowners, tenants, etc.)

IV. Indicate in the space provided the documentation supplied by the applicant in support of its request for exemption:

- (A) An affidavit from the owner/developer of the system setting out the statutory and factual basis for the exemption. (All exemption requests must include an affidavit.) YES
- (B) Section 367.022(5): Lease agreement showing no specific charge for water and/or sewer service in the lot rent. YES
- (C) Section 367.022(6): Document showing the capacity of the system. For a sewer system the capacity of both the treatment and disposal facilities is necessary. NA
- (D) Section 367.022(8): Name of utility providing service to the reseller, the utility's current rates and charges and an explanation of the reseller's proposed method of billing customers. NA

V. Does the request suggest possible "non-jurisdictional" status because the entity is not a utility pursuant to the definition in Section 367.021(3), Florida Statutes? NO

VI. Who did you call, when and why did you call, and did you receive all the information you requested? ON MARCH 13, 1991 MR. GLEN BOE WAS CONTACTED TO DETERMINE THE LEGAL STATUS OF THE APPLICANT. IT WAS DETERMINED THAT THE APPLICANT IS A CORPORATION.

VII. Discussion of justification for exemption including description of information contained in affidavit and additional documentation reviewed in support of exemption: ATTACHED IS A COPY OF THE LEASE, WHICH SHOWS NO SPECIFIC CHARGE.

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MAIL ROOM

Fla. Public Service Commission  
Division of Water and Sewer

GLEN BOE & ASSOCIATES, INC.  
CONSULTING ENGINEERS

P.O. BOX 3406, MARATHON SHORES, FL 33052  
(305) 743-9121  
March 16, 1991

Mr. Rich Redemann  
Division of Records and Reporting  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, FL 32399-0870

Re: Overseas Trailer Park  
Sewage Treatment and Disposal System

Dear Mr. Redemann:

Attached please find a copy of the lease agreement for Overseas Trailer Park. Also enclosed is an excerpt from the Prospectus for the park that is on file with the Department of Business Regulation.

You will note that the lease agreement does not mention sewage specifically. However, the Prospectus states that sewage service is paid by the park owner and included in the rent, which is the actual practice.

Please let me know if you require any additional information. Your attention to this matter is most appreciated.

Sincerely,  
GLEN BOE & ASSOCIATES, Inc.



Glen Boe, P.E.

cc Raymond Vanyo

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MAIL ROOM

UTILITIES AND OTHER SERVICES

Please provide the following information regarding utility and other services.

<u>TYPE OF SERVICE</u>	<u>MANNER PROVIDED</u>	<u>PERSON OR ENTITY FURNISHING SERVICE</u>
Sewage	included in rent	park owner
Waste Disposal	<del>included in rent</del>	<del>Florida Disposal through Park management</del>
Cable Television	included in rent	ICI Company through park management
Water Supply	water meter for each lot tenant billed for amount used each month in addition to rent	FL KEYS Aqueduct via Pk. Mgmt
Electricity	tenant subscribes to service in addition to rent	City Electric System
Storm Drainage	natural run-off and sump pump included in rent	park owner

(a) The following utilities and services are paid by the park owner and are included in the rent.

1. Sewage
2. Waste Disposal
3. Cable Television (Basic Service)
4. Storm Drainage

(b) The following utilities and services are paid to the park owner by the home owner and charged by separate fee in addition to the rent.

1. Water Supply

(c) The following optional services are paid to the park owner if the home owner executes a separate written agreement contracting for the services.

1. None

LEASE AGREEMENT

IN CONSIDERATION of the following Covenants, Agreements, Limitations and Conditions entered into by the parties hereto for themselves, their heirs, successors, legal representatives and assigns:

**BOUNTY FISHERIES**  
hereinafter referred to as Lessor,

and

hereinafter referred to as Lessee

Agree to lease the property know as Lot No. \_\_\_\_\_, situated in Overseas Traller Park, Stock Island in Key West, Monroe County, Florida, hereinafter referred to as the property.

1. This Lease Agreement is for the purpose of leasing to Lessee the property on which to place Lessee's mobile home, upon the terms, conditions and consideration as expressed in this Agreement, the Rules and Regulations, the Prospectus and any additions made in writing and signed by the parties hereto.

2. The property is to be used and occupied only for residential purposes, and for no other purpose.

3. This agreement is for a term of one year commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

4. The Lessee agrees to pay to the Lessor, as rent the sum of \_\_\_\_\_ each and every month commencing with the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_; this monthly sum is payable in advance on the \_\_\_\_\_ day of each month thereafter. Rent is to be paid at the office of the Lessor or at any other office or offices as directed by the Lessor in writing. Payment of said rental sum shall entitle Lessee to minimum usage of cable, and trash collection services, but Lessee shall pay additional for all other utility services including gas, water, electricity, and telephone, as may be billed to Lessee.

5. The Lessee shall neither encumber nor obstruct the sidewalks, driveways or yards, but shall keep and maintain the same in a clean condition, free from debris, trash-and refuse.

6. The Lessee agrees to and shall save, hold and keep harmless and indemnify the Lessor from and for any and all payments, expenses, costs, attorney's fees, and from and for any and all claims and liabilities for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any act or omissions by the Lessee or the Lessee's guests, licenses, invites, or for any cause or reason whatsoever arising out of or by

reason of the occupancy by the Lessee.

7. The Lessee shall not, without the written consent of the Lessor, assign or sublet the premises or any portion or part thereof.

8. If the Lessee shall fail to comply with any conditions and covenants between the Lessee and the Lessor, the Lessor shall be appointed agent for the Lessee for the purpose of enforcing such compliance at the cost and expense of the Lessee. Said cost and expense shall be added to the next installment of rent and shall be payable as such.

9. The Lessee agrees that the Lessor and the Lessor's agents, employees, or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same and making such repairs or alterations therein as may be necessary for the safety and preservation thereof or of the adjacent area. This clause shall not be deemed to be a covenant by the Lessor nor be construed to create an obligation on the part of the Lessor to make such inspection or repairs.

10. All goods and personal property of any kind in or upon the leased premises shall be the sole responsibility of the Lessee, and in no event shall Lessor be liable for any loss or damage to said goods for any reason whatsoever.

11. The Lessor shall not be liable for failure to give possession of the leased property to the Lessee on the effective date of this Lease. In such event, rental payments shall not commence until possession is given to, or is made available to the Lessee, and the term of the Lease shall be extended accordingly.

12. Any equipment, fixtures, goods, or other property of the Lessee not removed by the Lessee upon the termination of this Lease, or upon any quitting, vacating, or abandonment of the premises by the Lessee, or upon the Lessee's eviction, shall be considered as abandoned and the Lessor shall have the right, without any notice to the Lessee, to sell or otherwise dispose of the same at the expense of the Lessee and shall not be accountable to the Lessee for any part of the proceeds of such sale, if any shall remain after disposal expenses.

13. If there shall occur any default on the part of the Lessee, or if Lessee shall be adjudicated a bankrupt, or if during the term hereof, the premises shall be abandoned or vacated, Lessor, in addition to any other remedies herein contained, may either by force or otherwise, without being liable for prosecution therefor or for damages, re-enter the said premises and relet same. The Lessee shall remain liable for such rents as may be in arrears and also the rents as may accrue after to such re-entry, and Lessor shall have the right to remove all goods, fixtures, and chattels therefrom, without liability for damages.

14. The Lessor shall not be liable for any damages or injury that may be sustained by the Lessee or any other person, which occurs as a consequence of the failure, breakage leakage, or obstruction of the water, sewer, waste, or soil pipes, or the electrical, or gas system; or by reason of the elements; or resulting from the carelessness, negligence, or improper conduct on the part of any other Lessee or the Lessor or any other Lessee's agents, guests, licensees, invitees, sublessees, assignees, or successors, or attributable to any interference with, interruption of or failure, beyond the control of the Lessor of any services to be furnished or supplied by the Lessor.

15. The various rights and remedies of the Lessor expressed herein are cumulative, and the failure of the Lessor to enforce any right or remedy at any time shall not constitute a waiver thereof. The Lessor expressly reserves any other rights or remedies to which he or she may be entitled either at law or in equity.

16. The Lessee shall conform to all reasonable rules and regulations made by the Lessor for the use, government, and management of this mobile home park, to protect the entire premises of the Lessor and to further the general comfort and welfare of all of the occupants, which rules and regulations, and any changes thereto hereafter adopted, are incorporated herein by reference, and made a part hereof, the same as if fully set forth herein. Lessor shall furnish Lessee with prompt notice of all changes in said Rules and Regulations. Lessee acknowledges receipt of a copy of the current Rules and Regulations concurrent with execution of this Lessee.



17. If Lessee continues in possession of said premises after expiration of said term, at Lessor's option such holding over may be deemed a renewal of this lease agreement on a month to month basis and subject to all conditions and covenants herein contained.

18. This lease, and the aforesaid rules and regulations, constitute the entire agreement between the parties and same is not subject to any oral modification. Any modification to this agreement must be in writing signed by all the parties hereto. Further, this agreement shall be legally binding upon the parties hereto, and their respective heirs, successors, and assigns.

19. This tenancy is governed by Chapter 723 of the Florida Statutes.

20. These premises are located on land which has been zoned for residential use by Monroe County Zoning Commission. At the present time, the Lessor has no knowledge of any plans to change the use of the park land. The Lessor will notify the Lessee of any future application for a change in the zoning of park property, in writing, within ten days after the filing for such a change with Monroe County.

21. All notices to the Lessor shall be delivered to Margaret Vanyo, 2917 Ventian Drive, Key West, Florida 33040. The Lessor shall deliver a notice of any change in this name and address, in writing, to the Lessee's address, or to any other address as may be specified by the Lessee in writing, and endorsed on the Lessor's copy of this agreement.

22. The deposit money collected under this Agreement will be held at a bank with offices for deposit in Monroe County in a noninterest bearing account. The deposit money will be refunded to the Lessee on the conditions enumerated in Paragraph 1 of the Rules and Regulations.

#### NOTICE

23. The Lessor has fifteen days after the Lessee vacates the premises for termination of the rental agreement to impose a claim against the Lessee's security deposit. If the Lessor fails to give the Lessee notice of the claim within the fifteen days of the Lessee waives the right to retain the deposit

and must return it to the Lessee pursuant to Section 83.49(3), Florida Statutes.

BOUNTY FISHERIES, LTD.

BY: \_\_\_\_\_

As agent for Bounty Fisheries, Ltd. Lessor

Witness \_\_\_\_\_ date \_\_\_\_\_

Witness \_\_\_\_\_ date \_\_\_\_\_

Lessee \_\_\_\_\_

Witness \_\_\_\_\_ date \_\_\_\_\_

Lessee \_\_\_\_\_

Witness \_\_\_\_\_ date \_\_\_\_\_

Lessee \_\_\_\_\_