

MEMORANDUM

September 28, 1999

TO: DIVISION OF RECORDS AND REPORTING (BAYO)

FROM: DIVISION OF LEGAL SERVICES (BRUBAKER)

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.

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The attached Response of Ronald Ludington was received in the  
 Legal Division on September 27, 1999. Please place the document in  
 the above-referenced docket file.

JSB/lw

Attachment

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

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DOCUMENT NUMBER-DATE

11737 SEP 28 99

FPSC-RECORDS/REPORTING

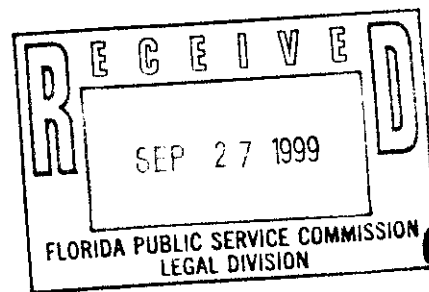
Before the Florida Public Service Commission

IN RE: Application for Certificate No 247-S to extend wastewater service area by transfer of Buccaneer Estates in Lee Co., Florida, to North Fort Myers Utility, Inc., as per PSC docket 981781-SU

REGARDING EMERGENCY MOTION TO CHARGE RATES SUBJECT TO REFUND  
AND TO EXPEDITE RESCHEDULING OF FINAL HEARING

Ronald Ludington ("Ludington"), herein representing himself, does hereby refute the comments as made by North Fort Myers Utility, Inc. ("NFMU" ) in their " Emergency Motion To Charge Rates Subject to Refund and to Expedite Rescheduling of Final Hearing" of September 15, 1999, and in support thereof states:

1. Ludington states that this is not an "Emergency" of any kind . The only emergency concerns the speed at which North Fort Myers Utility, Inc. ("NFMU") wishes to add the 971 customers of Buccaneer Estates to its customer base so that it can enhance its bargaining position with Lee County in the upcoming negotiations for the purchase of the NFMU services. Lee County just recently announced that it was preparing to start these negotiations. NFMU has not indicated the nature of the "Emergency" so Ludington has to presume that he is correct in his assumption that NFMU's meaning of the word is just as he has expressed above.



While NFMU purchased the Buccaneer waste water collection system for just over \$139,000.00, which equates to approximately \$144.00 per customer, they will surely be asking much more than that in the negotiations. This emergency is just an added way to help grab more of the taxpayers' money by having a larger customer base than ever. The 971 homeowners of Buccaneer Estates will fetch a "pretty penny" and will add about 15 percent to the size of the present customer base of NFMU, making them worth far, far more than the original cost to NFMU.

2. NFMU speaks of a "settlement agreement" which was to be discussed on September 14 as if the agreement was already settled. Far from it! PSC staff may want to remove the names of the three pro se litigants, Ludington, Devine and Gill, from certain areas of the agreement and insert some other clauses; but this does not make it binding on the three to agree to it. Their signatures are still required at the end of the agreement.

Ludington would like to ask just how the three litigants became a part of this agreement in the first place. Was their advice ever sought in its formulation? No it was not!

Who has the ability to place someone's name in an agreement without first consulting with that party as to whether they want to be part of it? No One that Ludington knows of! However; NFMU, Office of Public Counsel, and PSC

staff all seem to agree that the three names should be part of the settlement agreement; and so they are.

3. Ludington would remind the Public Service Commission that he journeyed over 3000 miles, at his own expense, to Fort Myers, for the hearing which was scheduled for September 14 and 15 and as of this date he has never, ever, been informed by the PSC staff that the hearings were canceled. PSC staff seems to have taken the time to inform all other parties except the three pro se litigants. PSC staff often does not take time to return phone calls and it appears to Ludington that they now regard the three as "non entities."

Rumor has it that a new hearing has been set for Oct. 13, 1999 at Ft. Myers, Florida. If this is true then it just goes to show that Ludington is correct in his assumption. None of the three, up to this time, has ever been consulted as to whether they could make themselves available for that date or even been advised by letter or phone of the date itself. Shabby treatment at best, and one which Ludington finds very demeaning. He is now again out of the country and feels like he has been badly mistreated by the PSC staff.

Ludington is sure the other pro se litigants feel the same way. Surely the three deserve as much consideration as the other litigants in this matter;

but it has not been forthcoming of late.

4. Ludington fully intends to inform the Florida Attorney General's Office of this matter and to ask for an investigation into the making of the "settlement agreement"! At the same time he will point out the need for an investigation into the original "developers' agreement" between NFMU and the park owners and the false, and illegal, information that was passed out by both parties to make it appear legal to the Homeowners of Buccaneer. This whole matter has "stunk" from the first time it appeared in late August of 1998 and surely needs to be dealt with as the fraudulent matter that it is.

Ludington respectfully requests that the Public Service Commission disregard

this latest motion from NFMU.

Respectfully submitted this 21st day of September, 1999



Ronald Ludington  
509 Avanti Way  
North Ft. Myers, FL 33917  
1-519-421-0549, until Oct 8, 1999  
or  
Ph 1-941-656-8263 after that date.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was forwarded via post to:

Steve Reilly, Esq., Office of Public Counsel, 111 West Madison Street, Suite 812, Tallahassee FL 32301-1906,

Cleveland Ferguson\*, Esq., Florida Public Service Commission, Legal Division, 2540 Shumard Oak Boulevard, Tallahassee FL 32399-0850,

Martin Friedman, Esq., 2548 Blirstone Pines Drive, Tallahassee FL 32301,

and by other electronic means to Donald Gill and Joe Devine, on this 21st day of September, 1999.



Ronald Ludington

\*also by fax