

FLORIDA UTILITY SERVICES 1, LLC
5911 TROUBLE CREEK RD.
NEW PORT RICHEY, FL. 34652
863-904-5574

May 5, 2021

Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL. 32399

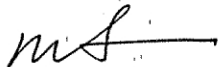
Re: Docket No. 20210038

Dear Commission Clerk:

Enclosed please find a copy of the signed Order appointing me as Court Ordered Receiver for the above docket file.

Please note this order shows Charlotte County as the Petitioner but the Florida Public Service Commission approved Territory is in Charlotte and Desoto Counties.

Have a nice day,



Mike Smallridge.

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR CHARLOTTE COUNTY FLORIDA**

CHARLOTTE COUNTY,
a political subdivision of the State of Florida

Petitioner,

vs.

Case No.: 21-0148CA

NORTH CHARLOTTE WATERWORKS, INC.,
a Florida corporation, and
SUN RIVER UTILITIES, INC.,
an inactive Florida corporation, and
WATERFRONT HOMES OF CHARLOTTE, LLC,
a Florida limited liability corporation,

Respondents.

ORDER ON CHARLOTTE COUNTY'S PETITION TO APPOINT RECEIVER

THIS MATTER having come before the Court upon the Petition of Charlotte County to Appoint a Receiver of the abandoned utility located at 29024 Wood Duck Drive, Punta Gorda, Florida, 33982 ("the Utility"), and the Court being fully advised of the premises, finds and Orders as follows:

The Utility constitutes a water and wastewater system located within the jurisdictional boundaries of Charlotte County, Florida. On December 24, North Charlotte Waterworks, Inc., the current owner and operator of the Utility as well as Sun River Utilities, Inc., the prior owner of the Utility, provided Charlotte County with their Notices of Abandonment. Pursuant to Florida Statute §367.165 Charlotte County subsequently filed its Petition to Appoint Receiver.

Based on the foregoing and further evidence presented concerning the appropriateness of the Receiver, pursuant to §367.165, Florida Statutes, it is hereby.

ORDERED AND ADJUDGED as follows:

1. APPOINTMENT OF RECEIVER AND TERM.

Michael Smallridge is hereby appointed to act as Receiver, the receivership shall begin on April 30, 2021 and shall continue until such time as the Receiver disposes of the Utility as provided for in this Order or is relieved of any further duty by the Court.

2. SURRENDER OF PROPERTY, ASSETS, DOCUMENTS AND FACILITIES

In preparation for Receiver's duties commencing on April 30, 2021, the Owner shall immediately give full access to the Receiver and on or about April 30, 2021, shall surrender all property, assets, documents and facilities of the Utility to the Receiver, including but not limited to, all customer account records, contracts, agreements, correspondence, legal pleadings, business records, easements, and any other documents related to the Utility including all assets and liabilities associated therewith in order that the Receiver may then operate and maintain said Utility. Owner shall turn over and produce all bank accounts, bank account records, customer deposits, cash and accounts receivable balances for the Utility to the Receiver.

3. POWERS OF THE RECEIVER

Once the property, assets, documents and facilities outlined above have been turned over to the Receiver, the Receiver shall send written notice of the receipt thereof to this Court. Such notice shall indicate his acceptance as Receiver for the Utility, shall cause the operation of the Utility until such time as provided for in Section 1, and shall continue the lawful operation and maintenance of the water and wastewater services to customers of the Utility. In order to effectively carry out the duties and responsibilities under this Order, the Receiver shall have the following powers and authority:

- a. to provide and maintain water and wastewater services within the designated service areas, in compliance with all applicable permits, regulations and statutes;
- b. to make extensions, expansions, repairs, replacements and improvements to the Utility as appropriate and necessary;
- c. to collect rates, fees, charges and deposits for all services provided by the Utility in accordance with all applicable state laws;
- d. to apply for an increase in rates charged to customers served by the Utility or to obtain a special assessment which may be necessary to pay for costs incurred by the Receiver in the operation, maintenance and improvement of the Utility and for complying with the terms of this Receivership;
- e. to borrow funds and to pledge and encumber the facilities, assets and revenues of the Utility for repayment thereof;
- f. to enter into contracts or agreements with any public agency or private entity providing for or relating to the operation and maintenance of the Utility or the connection of customers to any other public or private utility;

- g. to accept gifts, grants or contributions in kind in connection with the management, operation and maintenance of the Utility;
- h. to retain and pay the fees, costs and salaries of accountants, architects, engineers, attorneys, employees, or other professional consultants as necessary or desirable in the management, operation or maintenance of the Utility and to ensure compliance with all the provisions of this Order for the rates, fees and charges authorized under Section 3;
- i. to pay from revenues collected from the customers of the Utility, all necessary and reasonable operating expenses contemplated in this Section 3, in a manner designed to continue the efficient, effective and environmentally sound operation of said Utility;
- j. to connect customers of the Utility to any other public or private water system or wastewater system with adequate capacity; to accept said customers in accordance with and subject to applicable requirements and payment of fees to said public or private system;
- k. upon completion thereto, the Receiver, with written approval from this Court, may discontinue the operation of the Utility and dispose of all land, facilities, assets and revenues to satisfy all outstanding obligations of the Utility. The Receiver shall give due notice to the owner and all creditors of the Utility of his receivership prior to any disposal of the facilities;
- l. to sue or be sued, to implead or be impleaded, to complain and defend in any court and to seek all legal or equitable relief in accordance with applicable state law;
- m. to apply for and obtain any applicable federal, state and local governmental permits, certificates, licenses, or other approvals in order to operate and maintain the Utility;
- n. to perform generally any other lawful acts necessary or desirable to carry out the express powers and authority granted and imposed herein.

4. RECEIVER'S OBLIGATION TO OPERATE THE UTILITY

The Receiver is hereby directed to operate the Utility until said Utility is disposed of pursuant to the provisions in this Order. The Utility shall be operated by the Receiver in such a manner so as to provide efficient, effective and environmentally sound continuous service to the customers of the Utility during the term of the Receivership, and as can be provided from the revenues of the Utility.

5. SEPARATION OF FUNDS

Michael Smallridge, as Receiver, is hereby directed by this Court to maintain separate accounts and records for the management of the Utility. Additionally, this Court hereby directs that the revenues from the Utility are not to be considered as the revenues of the Receiver, nor are the revenues from any of Receiver's departments, divisions, businesses, or employment considered to be revenues of the Utility.

6. RECEIVER'S IMMUNITY FROM LIABILITY AND VIOLATIONS

As consideration for the Receiver assuming the responsibility for the continued operation and maintenance of the Utility, the Receiver and his agents and employees are hereby declared to be held harmless and not legally responsible for any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees, that have risen or may arise out of the past design, construction, operation and maintenance of the Utility. This immunity shall include but not be limited to: immunity from injury to persons, damage to property or property rights, or violation of any governmental law, rule, regulation or requirement that may arise from the design, construction, operation, or maintenance of the Utility to the date of the appointment of the Receiver.

7. LIABILITY OF OWNER

Owner shall remain liable under all applicable laws for any claims, violations, penalties, suits, proceedings, actions or fees occurring prior to the appointment of the Receiver.

8. RECEIVER'S ACCOUNTING TO THE COURT

The Receiver shall file with the Court and serve on all Parties quarterly FDEP reports and shall file with the Court and serve on all Parties annual financial and operational reports for the Utility for the duration of his Receivership. The initial report(s) from the Receiver shall be due on August 1, 2021.

9. CONTINUED JURISDICTION

This Court shall retain jurisdiction in this cause to enter such further orders or take any action as it deems appropriate. Nothing in this Order is intended to determine what entity may be ultimately and/or permanently responsible for the operation and maintenance of the Utility in the event of a sale or other method of disposal and transfer to any person, firm or entity. On the date of closing of such sale or transfer, this Order shall terminate and expire and this matter shall be closed with regards to the Utility. The Receiver shall file a

notification of such sale or disposal of the Utility with this Court, no later than ten (10) business days following the date of such sale or disposal.

DONE AND ORDERED



eSign: JEAN DENISE STASIO, FREY H in 21000148CA
on 04/30/2021 16:34:22 OYUBYNCK

Electronic Service List

Benjamin J Fechter <bfechter@gunster.com>, <jwist@gunster.com>, <eservice@gunster.com>

Troy Rendell <trendell@uswatercorp.net>

Jean Denise Stasio <jean.stasio@charlottecountyfl.gov>,

<laurie.crouse@charlottecountyfl.gov>, County Attorney@charlottecountyfl.gov

Paul M Quin <Pquin@saxongilmore.com>, <gdeya@saxongilmore.com>,

<kmoran@saxongilmore.com>

Gerald T. Buhr <gerald@buhrlaw.com>