

LAW OFFICES

ROSE, SUNDSTROM & BENTLEY

A PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS 2548 BLAIRSTONE PINES DRIVE TALLAHASSEE, FLORIDA 32301

(904) 877-6555

GRIGHAL FILE BOPY

MAILING ADDRESS POST OFFICE BOX 1567 TALLAHASSEE, FLORIDA 32302-1567

TELECOPIER (904) 656-4029

ROBERT A. ANTISTA CHRIS H. BENTLEY, PA. F. MARSHALL DETERDING MARTIN S. FRIEDMAN, PA. JOHN R. JENRINS ROBERT M. C. ROSE, PA. WILLIAM E. SUNDSTROM, PA. DIANE D. TREMOR JOHN L. WHARTON

June 25, 1991

VIA HAND DELIVERY

Mr. Steve Tribble, Director Division of Records & Reporting Florida Public Service Commission 101 East Gaines Street Tallahassee, Florida 32301

Re: Docket No. 910111-WS; Sandy Creek Airpark, Inc.; Complaint Against Sandy Creek Utilities, Inc. Our File No. 28031.01

Dear Mr. Tribble:

Enclosed please find the original and fifteen (15) copies of the Prefiled Rebuttal Testimony of Mr. Greg Delavan, which are being forwarded to you for filing in the above-referenced docket.

Should you have any questions or comments regarding this matter, please feel free to call.

ACK V AFA _____ APP _ CAF CML FMD/sa CTR _ FACIOSURE LEGCA Mr. Greg Delavan LINOU Nard S. Helman, Esquire Wayne Schiefelbein, Esquire OPC 2 RCH SEC WAS OTP _____

F. Marshall Deterding

For the Firm

DOCUMENT NUMBER-DATE

06398 JUN 25 1991

rSC-RECORDS/REPORTING

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۱,		BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
2	13	DOCKET NO. 910111-WS
3		PREFILED REBUTTAL TESTIMONY OF MR. GREG DELAVAN
4	· Q.	What is your name and employment address?
5	A.	My name is Greg Delavan. I am Vice President of
6		Sandy Creek Airpark, Inc., 1C Airway, Panama City,
7		Florida 32404.
8	٥.	Have you previously provided direct testimony in
9		this proceeding?
10	A.	Yes, I have.
11	Q.	What is the purpose of this rebuttal testimony?
12	Α.	To respond to some of the points raised by Ms.
13		Deborah Swain in her testimony filed in this
14		docket.
15	Q.	There has been some suggestion that the Utility
16		does not have adequate capacity to provide service
17		to Sandy Creek Airpark. Do you have any comments
18		on this question?
19	A.	Yes, I have several points concerning the specific
20		capacity issues and some of the testimony provided
21	-	by Ms. Swain related to that issue.
22	Q.	Please discuss water capacity first.
23	Α.	Ms. Swain has stated in her testimony that the
24		Utility does not have the water capacity to provide
25		service to the Airpark. As a basis for this, she
		DOCUMENT NUMBER-DATE

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DOCUMENT NUMBER-DATE 06398 JUN 25 1991 FPSC-RECORDS/REPORTING relies upon the finding in the Commission's Proposed Agency Action Order in the Utility's staff assisted rate case, that the water facilities are 93% used and useful. I believe there are several problems with this conclusion being applied to the question of whether the Utility has capacity to serve the Airpark.

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First, Ms. Swain notes that the Utility had the equivalent of nine ERCs included as margin reserve, and has only nine additional connections available. It is my understanding that the margin reserve is allowed by the Commission for just the purpose of allowing the Utility the capacity needed to provide service to new customers as that service is requested. Therefore, this capacity is available to the Airpark or any other customer who needs service.

Secondly, Ms. Swain's (and the Commission's) calculations of what number of ERCs are represented by the margin reserve allowance and the additional capacity available are made based upon total flows, including not only fire flow but maximum daily flow. By this method, Ms. Swain is effectively considering each ERC to be approximately 1,200 gallons. This is almost four times the industry

average for an individual single family home, and I do not believe it is representative of what can be expected as far as demand to be placed upon the system by each individual residence added. In reality, even assuming the fire flow and maximum daily flow calculations utilized in the rate case used and useful analysis are appropriately considered in the analysis of the capacity available for new customers, there are at least sixty available connections based upon the industry average of 350 gallons per day per ERC. More appropriately, the Staff engineer found in his report that the actual gallons sold reflected a daily flow per ERC of 158 gallons. This actual data is more appropriately utilized than even the industry standards, and under that type of analysis the margin reserve and excess capacity of the Utility combined will serve approximately 124 additional ERCs, rather than the 18 which Ms. Swain alleges (180,000 gallons per day capacity minus maximum daily flow of 100,421 minus 60,000 gallons of fire flow allowance equals 19,579 gpd available, divided by 158 equals 124 ERCs of excess capacity.)

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Third, I do not know if the maximum daily flow figure of approximately 104,000 gallons utilized by

Commission Staff the and included in the Commission's Final Order, is reflective of actual demand on the system. I understand that there were several major line breaks during this period of time, therefore making this figure inflated. It is my understanding that there has been some question of the accuracy of the flow meter as well. In addition, given that the water sold to customers averages only about 22,000 gpd, I do not understand how the Commission can believe that the 104,000 maximum can be accurate. Even if it is accurate because of irrigation use on common areas, once the Commission requires recognition of this use and requires appropriate billing, it cannot be expected In addition, there is a rapid trend to continue. for individual customers to put in irrigation wells of their own since the new rates and rate structure are being implemented as a result of the rate case.

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Fourth, to reach the level of used and useful proposed by the Commission in rate setting, a 60,000 gallon per day allowance for needed fire flow has been included. It is my understanding that there is no local ordinance requiring fire flow, and that this allowance was based in part upon some industry "targets" for this purpose

established by the National Fire Protection Association. A representative of the local fire department has indicated to me that there is no need for fire flow from this system, and, in fact that the system has never been depended on for this purpose. As such, I do not believe any fire flow allowance should be authorized, and certainly not for the purposes of determining whether or not the Utility has the capacity to serve new customers. To hold this capacity in reserve where it is never utilized by the local fire fighting authorities is In any case, it is common for without merit. utilities to "borrow" from fire flow capacity to serve new demand until it is feasible to start expansion.

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Even if fire flow is necessary it is my understanding from discussions with the Staff engineer that these requirements can be met by the simple addition of a pump, at an estimated cost of around \$2,500.00

Finally, the capacity of the plant as determined in the Staff engineer's report and utilized in the rate case of 180,000 gpd is based upon the assumption that only capacity of one of the wells can be utilized at any point in time.

This is a result, according to the Staff report, of permitting restrictions. Even if you assume that the storage capacity cannot assist in providing more capacity to the Utility, surely for very little cost the Utility can expand its system, either by the addition of a well or additional storage, or by obtaining permit approval to increase the overall withdrawal allowed. They certainly appear to have the pumping capability, wells. and treatment capability to serve double the capacity that was recognized in the rate case. Though DER may require a second well, they surely don't require that all its capacity go totally unused.

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For the purposes of determining whether the 15 Utility can provide service to the Airpark, it 16 appears to me that for all the above stated 17 reasons, they have ample water capacity to provide 18 service to the Airpark, and many other customers. 19 Q. Please provide us your comments with regard to Ms. 20 Swain's position on sewer service capacity from the 21 Utility. 22

A. Ms. Swain readily admits that the Utility's plant is only 24% used and useful and as such there is substantial excess capacity in the wastewater

treatment system. During the early years of our communication with the Utility regarding obtaining water and sewer service, there was never any question but that water and sewer service was available. The only question was when sewer capacity would be available. We were told for years that as soon as the expansion was completed, we could be provided with service. Since the expansion of the wastewater treatment plant has been completed, there is substantial excess capacity, as demonstrated by the used and useful analysis included in the Commission's Proposed Agency Action Order on the Utility's rate case (Order No. 24170).

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However, Ms. Swain has also suggested that because of "inadequacies" in the design of the collection system noted by the Commission in its Order, the Utility should not consider making conditions worse by connecting the Airpark system until the collection system problems are fully resolved. I personally find such a position shocking. The Airpark constructed the system in Phase II only after approval of the design was given by the Utility's own engineer. The system is exactly the same as the rest of the Utility's

current wastewater collections system, if not better, and it meets all DER standards. In fact, we made improvements to our collection system to eliminate some of the problems the Utility was experiencing with their system.

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Finally, the Utility representatives themselves permit application for signed off the on It seems construction of this system. unconscionable to me that the Utility could then be allowed to deny service to us because they consider our system to be "inadequate" despite the fact that it is virtually the same as the rest of their system, if not better. If there is a need for a change in the overall system, then that should include change as and when necessary to the system constructed by the Airpark, based upon criteria OK'd by the Utility. In addition, the Utility's position in this regard says nothing of the existing system which they own or operate in the Airpark's Phase I, and the other areas to which the declined to include in their Utility has certificate extension and to provide service.

In conclusion, the Utility has more than adequate capacity to provide wastewater service, and in fact we have constructed the facilities to

serve Phase II of the Airpark so that they can be connected directly to the treatment plant, and not place any further load on the Utility's existing collection system. This was all done with full knowledge and approval of the Utility. If anyone should be allowed to connect to the wastewater treatment plant and utilize this excess capacity, it should be the Airpark Phase II since it is closest to the treatment facilities and has the newest, most recently constructed facilities.

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Q. I take it you have also read Ms. Swain's comments concerning the financial ability of the Utility to serve the Airpark.

A. Yes, and I believe there are several points which need to be made in that regard.

First, Ms. Swain notes that the Utility is operating at a loss and that the rates under the Proposed Agency Action Order are not designed to cover the costs to operate and maintain the Airpark's system. By definition, the Commission authorizes rates which it believes are necessary and adequate to fund the cost of Utility operations and grant a return on facilities which can be related to the Utility as a separate entity. If the revenues are insufficient to cover costs, then

it is because those costs are more appropriately related to the related party developer and having excess capacity. As to covering the costs of operating and maintaining the Airpark's system, as I understand the base facility charge rate design, and service availability charges, the whole purpose behind the establishment of those rates and charges is to insure that as each customer is added, they carry their proportional share of operation and maintenance related to them through their service availability and service rates. Therefore, by definition it does not seem logical to suggest that the rates imposed by the Commission, to the extent they are lawfully designed and set, which I must assume they are, are not intended to cover the costs of operating and maintaining the system on a The fact that the customer by customer basis. fully connected entire system will not be immediately seemed to have little relation to whether or not burden of serving each the individual generated through customer can be approved rates. This is especially true in this circumstance, where other than the existence of the line itself, the pumps and other items which might require maintenance from the Utility, are only

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added as the customers are added. As such, once the customer is added, the revenues will be there to generate the cost to cover operation and maintenance of that system.

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The Utility currently serves customers in its certificated service territory and has vacant lots in that territory, as well as the vacant lots along the lines which the Utility has proposed to exclude from its service territory in this current application. If it is, in fact, true that the Utility cannot afford to provide service because of absence of these individual the lots, then guaranteed revenues if any should be paid by each of those individual lot owners, including the related party to the Utility. If such charges are to be imposed against the Airpark, they ought to be imposed system wide, otherwise the proposal is discriminatory.

What the Utility needs is additional customers to help cover its fixed costs. Their actions, in both their extension application and in their continuing refusal to provide service to the Airpark despite repeated assurance over almost ten years of the Utility's intention to provide such service, effectively eliminates their ability to

recover their costs by adding customers, and therefore revenues.

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Next, Ms. Swain suggests that unless the Utility is authorized to charge a guaranteed revenue, they will be unable to operate the system as currently proposed. Again, the system as currently proposed in the Airpark and as actually constructed, was done so only after in depth and lengthy discussions with the Utility, approval of plans by the Utility's engineer, and construction and conformance with those plans and approval of that construction by the Utility representatives.

Secondly, to suggest that the Utility cannot serve a customer until it gets approval for a new charge it proposes that it needs, seems a bit far fetched. I have never heard of a utility being able to hold up service to a customer who needs it, when the Utility has adequate capacity by stating that they would like to have an additional charge prior to providing such service. The fact remains that currently the Utility has no such guaranteed revenue fee, and certainly is in need of additional customers to help support its plant investment. And, as stated above, if they are to impose these types of charges and guaranteed revenues on the

Airpark, as well as prepayment of connection fees, they should also be imposed upon related parties and individual lot owners along the lines currently owned and operated by the Utility. To do otherwise is to discriminate against the Airpark.

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When the Utility needed additional capacity to serve its own related party lands, it was quite able to obtain that financing from its related party bank in the form of debt or equity investment. Surely, the Utility can also obtain funding for improvements currently needed, if in fact any are needed.

Q. What about Ms. Swain's contention about why the
 Airpark has not as yet been connected to the
 Utility's system?

Ms. Swain has suggested that the Utility has Α. 16 repeatedly advised the Airpark that fees must be 17 paid in advance for reservation of capacity, and 18 that the Airpark has never agreed to this 19 condition. This is false. The Utility only 20 recently, for the first time, ever raised the 21 suggestion that the Airpark would be required to 22 pay, in advance, a reservation of capacity fee. 23 This after years of discussion of connection of the 24 system with never a mention of such a requirement. 25

The Utility has never before required anyone to pay such advance reservation of capacity fees, and to the extent it intends to require the Airpark to do so, it should also require its related party entity to do so for all those lots remaining unconnected to the system which are owned by that related party. The past practices of the Utility, which represent its current service availability policy in the absence of its unwritten policy to the contrary, dictate that the Utility will add individual customers as they request service, upon payment of the appropriate service availability fee individually.

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In addition, once the Utility did advise the Airpark of a desire to require advance reservation of capacity fees, I, as the Airpark representative, immediately responded and asked them to provide us with the details concerning this proposal. We were never informed of what they intended to charge, until I, and my attorney, attended a meeting with the Commission Staff members, Mr. Feil and Mr. Von Fossen, Ms. Swain, and the Utility's attorney, Mr. Gatlin, on March 25. At that time, Ms. Swain provided us with a list that indicated that the Utility would require us to make an advance payment

toward their extension of service territory to include Phase II of the Airpark, and also to pay for them to request a service availability charge increase. Even with that, they would not agree to provide us service, only to consider the provision of such service. This seemed absurd to us, and I believe it would be absurd to anyone under those circumstances. We indicated to them that we would be more than willing to discuss the provision of some prepaid service availability fees, though that in itself seemed to be a deviation from the existing service availability policy of the Utility. The other conditions proposed made it apparent that no reasonable agreement could be entered into unless the Utility was directed to do so by this Commission.

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Did you in fact receive the list of conditions Q. which Ms. Swain included with her direct testimony as Attachment A?

Yes, I did, at the March 25 meeting. This was the Α. 20 first time the Utility was ever willing to provide in writing the conditions precedent to providing 22 service. However, I am not even sure that it is a 23 list of conditions precedent to providing service. 24 Ms. Swain is asked the question, "Is the Utility

willing to connect the Airpark if certain conditions are met?" at the bottom of page 5 of her testimony. However, her response is similar to the response which we received at our meeting on March This is, that the Utility is willing to 25. "consider" providing service to the Airpark if the Utility meets all of these conditions. Her answer to the question at the top of page 6 makes this clear. While she states that the Utility does not presently have adequate capacity in water treatment or wastewater collection, nor financial capacity to provide service to the Airpark; if the conditions are met as proposed by the Utility, they will at least have the financial ability. In other words, they will still lack, according to her, the treatment and wastewater collection capacity, and as such it does not appear that they will provide service to the Airpark, even if all of those conditions were met.

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Secondly, I believe that the conditions as proposed by the Utility are not only overly burdensome but, in effect, an attempt to require that the Airpark pay for many costs which the Utility would normally incur, and which it could have substantially reduced had it seen fit to do

Q. Ms. Swain states that the listed conditions are commonly required by the utilities in negotiating developer agreements. What is your response to that allegation?

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It is my understanding that the requirements of the Α. Utility contained in her list go far beyond any requirements ever imposed upon a developer by a utility for the extension of service, much less She states that the list has this Utility. 10 required that many of the costs be borne by the developer and paid in advance because of the "tight 12 financial constraints" of the Utility. It appears 13 to me as though the intent is to keep from 14 service to the Airpark, since the providing 15 beyond conditions proposed by her are far 16 reasonable, and wholly outside the Utility's tariff 17 or past service availability policy. In addition, 18 it is my understanding from talking with persons 19 familiar with the private water and sewer industry 20 in this state, that they are far beyond anything 21 that any other utility has ever required, to their 22 knowledge. Certainly not with Commission approval. 23 Please go down the list and provide us with your Q. 24 comments concerning the nature of the requirements

proposed by the Utility, and your understanding of those requirements.

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The first condition is that a letter of intent be prepared by the Airpark to formalize the request for service. The Airpark has filed numerous formal requests for service over the years. I do not understand the purpose behind this additional one, unless it is simply to impose an additional burden on the Airpark. Perhaps, the purpose of this requirement is to have the Airpark agree to pay whatever the costs the Utility or its consultants might incur related to the agreement for establishment of new service availability fees and extension of their service territory to include the Airpark.

I have several problems with this, if this is the intent. First, she wants us to pay \$7,500.00 in advance to cover the legal and consulting fees It related to three separate items. is my understanding that Rule 25-30.540, Florida Administrative Code, does not envision paying for all costs related to entering into an agreement, but simply its administrative, engineering and execution and legal incurred in the costs performance of the agreement. We have already paid

them the engineering fees which they demanded previously. There can be little left to incur related to the execution and performance of an <u>appropriate</u> agreement. We have constructed the facilities in accordance with an agreed upon set of plans, and are ready to connect those directly to their sewer treatment facilities without utilizing any of their existing collection system.

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Secondly, the rule requires that the advance deposit shall not exceed 10% of the total charges to be paid by the application or the additional engineering, administrative and legal expenses prudently incurred by the utility. The \$7,500.00 cannot possibly represent 1/10 of the total costs to be incurred in relation to the agreement. There is no provision within the rule to require that the developer pay for an application for increase in service availability fees, or extension of In fact, the Utility could have territory. extended its territory to serve the Airpark in the pending application. We urged both the Commission and the Utility to take such action, before the Order was even issued which required the Utility to file such an application. As I have stated previously, we believe it is imprudent on the part

of the Utility to have filed the application as they did. In any case, if they are going to require the Airpark to pay the costs of such an extension, then each individual lot owner should pay for an extension to service to their lots, and the Utility's related property owner should be paying for the cost of Docket No. 910260-WS instead of the Utility.

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Their suggestion that the developer pay for the establishment of new service availability fees have sounds totally inappropriate to me. I discussed this with people knowledgeable in the utility area, including my counsel, and they have indicated to me they have never heard of such a requirement being imposed on someone. In fact, the Utility is asking us to take over all the capital costs of administration of their Utility. Those will be equally service availability fees applicable to all persons requesting service of the Utility, and as such they ought to be a capitalized cost to the Utility and included in rate base to the extent that such costs are reasonable. The same is true with an extension of certificate.

The Utility next proposes that the developer prepay all impact fees established in the service

availability filing. As I have stated previously, the Utility has never required any prepayment of impact fees, and the Utility's related landowner has never paid any such fees. It has been the service availability policy of this Utility to connect each individual customer as service is requested, and the impact fee for his individual lot is paid. It appears to me to be discriminatory to suddenly require that an unrelated party prepay service availability charges much less ones that have not been applied for or approved.

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Secondly, they are proposing that the Airpark pay the gross-up on contributions-in-aid-ofconstruction to be donated to the Utility. It is my understanding that not only does this Utility not have approval for gross-up, but they have not even requested it. This is similar to their argument concerning guaranteed revenues. They are asking this developer to agree to pay something that they don't even have approval for.

As far as the items in number 4 of the attachment, those generally seem reasonable. However, it depends upon how much of a "warranty" they want from the developer when we dedicate our facilities to them. Since rates are established

for their current system, which include repair of pumps, etc., in the system, if we are to be responsible for repair of those normal maintenance items during that warranty period, the rates for service to the Airpark's customers would, in effect, be excessive, since the Utility would not incur that cost. This seems unreasonable and discriminatory to me. If what the Utility is asking for in the alternative is a warranty against defects in workmanship or installation, we would be glad to provide that to them, and we should provide such a warranty to them.

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In their final provision, under section 5 of Attachment A to Ms. Swain's testimony, I have noted that they will not accept the pumping stations or septic tanks as utility property. It is my understanding that throughout their system, the septic tanks themselves have never been considered to be utility property, and we certainly request that the customers in the Airpark be treated like all other customers. As such, the septic tanks should remain the property of the individual lot owners. As far as the pumping stations, it is my understanding that they have always been part of the Utility's property, that the Commission has set

rates based upon recognition of the costs on average for maintenance of these facilities, and as such, if the Airpark or its individual residents are required to maintain these facilities, the rates which the Commission is currently in the process of setting will be excessive for Airpark customers, and this provision and those rates will be discriminatory. I cannot imagine the Commission approving such a scheme.

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Finally, Ms. Swain states that this list is not intended to be a complete description of the terms and conditions of a developer agreement, and is only the minimum terms which will be required. It already appears to me to go far beyond what I understand has ever been required in a developer agreement. It is apparent that their purpose is to keep from providing service to the Airpark by simply making the conditions for such service so to make compliance with them unreasonable as impossible. They even wish to go beyond that and impose additional leave the door open to I don't know any solution other than conditions. to request that the Commission advise the Utility that these suggestions are untenable, and not within the Utility's policy or the Commission's

rules.

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Q. Finally, Mr. Delavan, Ms. Swain notes that the Airpark has not contacted the Utility regarding these conditions other than at the March 25 meeting, and a phone call which she received from your counsel, Mr. Nard Helman, and from those discussions she would conclude that the conditions have been rejected. Is this correct?

Yes and no. We attempted to respond to each and 9 Α. every condition at our March 25 meeting. However, 10 after an hour of meeting between myself, two 11 members of the Commission Staff, Mr. Feil and Mr. 12 Von Fossen, Mr. Gatlin, and Ms. Swain, the Utility 13 representatives suddenly announced that they would 14 have to leave. This only one hour after we had 15 begun our meeting. At that time, we were 16 attempting to discuss the various conditions which 17 the Utility was proposing. I will readily admit 18 that it was apparent that we could probably not 19 agree to those conditions since they were far 20 beyond anything ever proposed to us before, and it 21 is my understand far beyond anything ever proposed 22 by a utility in a developer agreement. 23

> As far as a counter-offer, it seemed that we were so far apart, and the Utility's intent was

obviously to keep from providing us with service at all, that it was apparent we would have to go forward with our Complaint to let the Commission decide what were the appropriate conditions. It was not a matter of our being unwilling to negotiate, but simply based upon these conditions it is obvious that the Utility had no intention of ever coming to any agreement for any reasonable terms.

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Q. Do you have any further testimony to provide in this regard?

Yes. I have repeatedly stated that there was never Α. 12 any question of whether the Utility was to provide 13 service to the Airpark from the day of inception of 14 When they were under common both entities. 15 ownership, and when that ownership was separated, 16 all parties agreed and understood that service 17 would be provided when capacity was available, and 18 no mention was ever made of all these conditions 19 which the Utility is now proposing, including the 20 prepayment of all service availability charges 21 related to any one phase. This understanding was 22 discussions with Utility reiterated in 23 representatives over the last three years. I have 24 reviewed the old files which I have, and have 25

1		accumulated some additional correspondence which I
2		have attached to my testimony as Exhibit (GD-
3		11). This correspondence was from the period of
4		time where the Utility and the Airpark were under
5		common ownership. It is obvious here that the
6		owners of the Utility and the Airpark made
7		commitments to various governmental agencies that
8		water and sewer service were available currently,
9		even at that time, to Phase II, as well as Phase I
10		of the Airpark. It has only been in the last few
11		months that any question has even arisen concerning
12		that fact.
13	Q.	Do you have any further testimony at this time?
14	Α.	No, I do not.
14 15	Α.	No, I do not.
	А.	No, I do not.
15	Α.	No, I do not.
15 16	Α.	No, I do not.
15 16 17	Α.	
15 16 17 18	Α.	
15 16 17 18 19	Α.	
15 16 17 18 19 20	Α.	
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June 30, 1983

Veterans Administration P. O. Box 1437 St. Petersburg, FL 33731 Attn: Mr. Tom Smith

re: Application for Enviormental Review Saudy Creek Airpark, Inc.

Dear Mr. Smith:

I am enclosing the following documentation in duplicate for your review:

- Completed Application for Environmental Review (VA 26-8492) referencing Sandy Creek Airpark, Inc.
- 2) Location Map
- 3) Preliminary Subdivision Plan
- 4) Equal Opportunity Certification (VA 26-421)
- 5) Affirmitive Marketing Plan (VA 26-8791)
- 6) Preliminary Grading and Topographic Plans and Data
- Letter to Mr. Ed Witherton of HUD indicating that HUD approval is not desired at this time
- 8) Bay County Map
- Copy of special Warranty Decd pertaining to Oil, Gas and Mineral Exceptions
- Copies of Proposed Declaration of Covenants, Conditions and Restrictions
- 11) Sample Copies of Proposed Sales Contracts and Deeds

Sandy Creek Airpark lies adjacent to Sandy Creek Ranch and Country Club, Phase I which is currently being processed through your office under ASP #1724-J. Sandy Creek Airpark is serviced by the same water and sewer facilities which are owned and maintained by The Ranch, Inc. The Ranch, Inc. is responsible for the continuing maintenance, servicing and operation of said facilities. The Airpark is serviced by the following utilities: Electric Service - Gulf Coast Electric Co-op; Telephone Service - Southern Bell Telephone; Garbage Service - M. & O. Sanitation, Inc.



November 4, 1983

Mr. John W. Mason Veterans Administration Regional Office P. O. Box 1437 St. Petersburg, Florida 33731

re: Sandy Creek Air Park VA File #1872 Routing: 317/261

Dear Mr. Mason:

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Enclosed please find the following:

Copy of Veterans Administration Form 26-8492, application for Environmental Review, pertaining to the above-referenced subdivision.

Copy of Acknowledgment of recaipt of Environmental Review exhibits dated August 10, 1983.

Copy of correspondence dated October 2, 1983 from your office indicating Sandy Creek Air Park has been placed on discontinued status.

On June 30, 1983 Sandy Creek Air Park applied for anvironmental raview by the Veterans Administration for VA Subdivision approval of Sandy Creek Air Park, Inc. Said correspondence included numerous documentation, and a copy of said letter is enclosed.

Sandy Creek Air Park has obtained the items requested by the Veterans Administration outlined in the Acknowledgment of Receipt of Environmental Review exhibits and are included as follows:

Recorded plat of Sandy Creek Air Park, recorded in OR Book 14, page 4 of the Public Records of Bay County, Florida.

Grading and drainage plan which was included in the initial correspondence is again submitted.

2

Recorded copy of Declaration of Covenants, Conditions and Restrictions recorded in OR Book 948, page 83, Public Records of Bay County, Florida.

continued.....

Mr. John W. Mason November 4, 1983 Page 2.

Soils analysis containing information required on HUD Data Sheat 79-G.

There apparently is some confusion regarding the community water and sewage disposal systems at Sandy Creek Air Park. The Declaration of Covenants, Conditions and Restrictions, in Sections 17 and 18, references septic tanks, sewer pumps and sewer lines. Sandy Creek Air Park is serviced by a sewer system owned by The Ranch, Inc. who has subcontracted operational requirements to the Water Spigot, Inc. This system is a "low pressure" system approved by the Department of Environmental Regulation. (See Construction Permits #CS03-40604 and #DC03-40596 issued by the State of Florida, Department of Environmental Regulation.)

The system contains a small lift station at each residence which is similar in size and style to that of a standard "septic tank." No lots in Sandy Creek Air Park are allowed to have an individual sewage disposal system. The sewer system and water system owned by The Ranch, Inc. which services Sandy Creek Air Park also services Sandy Creek Ranch & Country Club, Phase I which is a Veterans Administration approved subdivision (ASP \$1724-J).

Enclosed is the Sandy Creek Ranch Water System approval issued by the Department of Environmental Regulation under DER Permit #DS0317613 and extension thereof under Permit #DS0356636.

Also enclosed is a copy of the approval letter from the Department of Environmental Regulation pertaining to Storm Water Discharge at Sandy Creek Air Park.

The roads and the <u>air strip</u> will be owned by Sandy Creek Air Park Owners Association, Inc. Sandy Creek Air Park Owners Association, Inc. is responsible for the repair and maintenance of said roads and air-strip as set out in the Declaration of Covenants, Conditions and Restrictions.

Sandy Creek Air Park again requests Veterans Administration Subdivision Approval for Sandy Creek Air Park. If additional documentation is necessary, please contact me.

Sincerely,

Larry E. Myers Vice President

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enclosures

P.O. Box 1437 St. Petersburg FL 33731



The Raser, dre.

P. D. Bof 1866 Wirwa Ronte 75-427

Ranama City, 21. 3240

tinal satisfactory compliance of all subdivision ornditions. Your submission

for iden pueranty will be processed. maron Date 6-BY NOV 1 7 1983

RE: LETTER OF ACCEPTANCE

Subdivision Name:

Dandy Creek augare, d Bay Conty VA File No.:

1872

VA environmental review has been completed. After we receive your signed concurrence with the contents of this letter, we will accept formal applications for commitments on individual properties or group submissions. All commitments issued will be subject to compliance with the following checked conditions.

1. Construct subdivision improvements in accordance with plans, specifications and other exhibits certified to by each professional on ______

Obtain written approval from VA for any changes in exhibits prior to proceeding with work. HUD will accept exhibits without changes or additions.

2. D Furnish one set of Street and Drainage Plans signed by local authority.

3. Comply with HUD Data Sheet 79G (Including certifications by the Soils Engineer and the Erosion-control Specialist).

On completion of subdivision improvements, furnish your signed certification that all improvements have been constructed per VA accepted exhibits and all VA and local standards.

Whave been accepted for continuous maintenance by local authority that has jurisdiction. Community

Furnish copy of recorded plat and covenants with certifications including signatures of any mortgage or lien holder.

Animals smitten approval from VA for any phanges in minimized prior to proceeding with work. Unu smill De minimized for your use at the site. The schibits sill main as accepted at HUD clace concurrence that this cavelopment is environmentally acceptable has not been requested nor obtained.

4

(Over)

FL 26-803a Feb 1980 (RS)*,

in Reply Roler To:





BUILDERS

Exclusively At

EQUESTRIAN CENTER Horse Shows, Boarding Riding Trails

SANDY CREEK RANCH

"A Community of Custom Built Country Homes" P. O. BOX 1866 • PANAMA CITY, FLORIDA 32401 • TELEPHONE (904) 871-0654

November 23, 1983

Mr. John Mason Veterans Administration Regional Office P. O. Box 1437 St. Petersburg, Florida 33731

Dear Mr. Mason:

The Ranch, Inc. is the owner and operator of the water plant, water lines, etc. that constitute the water system, and the sewage lagoon, pumps, lines, etc. that constitute the DER approved sewage disposal system -- all of which services Sandy Creek Air Park.

The Ranch, Inc. collects all revenues for said systems and is responsible for and does maintain and repair both systems.

The Ranch, Inc. has on staff a qualified and licensed water treatment plant operator whose name is Jan Thomas, license no. 4249. In addition, The Ranch, Inc. has contracted with the Water Spigot, a state approved analysis laboratory, to provide the necessary bacteriological data required by the Department of Environmental Regulation.

5

Sincerely,

THE RANCH, INC.

Adam J. Whitley President

ng

Restricted One Acre Homesites Exclusively At

EQUESTRIAN CENTER Horse Shows, Boarding Riding Trails

SANDY CREEK RANCH

"A Community of Custom Built Country Homes"

P. O. BOX 1866 . PANAMA CITY, FLORIDA 32401 . TELEPHONE (904) 871-0654

November 23, 1983

Mr. John Mason Veterans Administration Regional Office P. O. Box 1437 St. Petersburg, Florida 33731

Re: Sandy Creek Air Park, Inc.

Dear Mr. Mason:

I appreciate your assistance in enabling the Ranch, Inc. to receive Veterans Administration conditional Subdivision Approval on Sandy Creek Air Park, Inc.

Your letter of acceptance, dated November 17, 1983 (a copy of which is enclosed containing the signed concurrence of the developer) indicates some additional requirements:

In answer to paragraph 5, pertaining to streets, drainage, water supply and sanitary sewage systems, I enclose:

- A letter from Sandy Creek Air Park Homeowners Association indicating acceptance and maintenance responsibilities for said streets and drainage.
- 2. A letter from The Ranch, Inc. indicating its servicing responsibilities for the water system and sewage system.

In answer to paragraph 6, enclosed is a copy of the recorded plat and a copy of the recorded Covenants, Conditions and Restrictions for Sandy Creek Air Park, Inc.

There is no mortgage holder or lien holder on Sandy Creek Air Park property.

6

continued....

May 24, 1984

Mr. John Mason Veterans Administration Regional Office P. O. Box 1437 St. Petersburg, Florida 33731

re: Sandy Creek Air Park

Dear Mr. Mason:

Based on Paragraph 4 of your letter of acceptance for Sandy Creek Air Park, Inc., VA File No. 18/2, this is to certify that all subdivision improvements for Sandy Greek Air Park have been completed and constructed as per the VA exhibits and meet all VA and local standards.

Thank you for your prompt assistance in this matter.

Sincerely,

Larry E. Myers Vice President

LEM:ng

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Sandy Creek Ranch

2 ...

The Country Club Community That's Pure Country P.O. Box 1866 County Road 2297 Ponama City, Florida 32402 Phone: 904/871-0654 August 10, 1084

"ir. William E. Bond, Jr.
"stk, Partington, Hart & Hart
"itotneys at Law
"l5 South Palafox Street
P. O. Box 12585
Pensacola, Florida 32501

re: Plat of Sandy Creek Airpark, Phase II, and C.I.T. Mortgage Correction

Dear Mr. Bond:

You represented CIT Corporation as Plaintiff in Case #821990 against white a second structure of the second structure of the

Due to the fact that CIT holds a mortgage on part of the land that is to be platted, their joinder in the plat is required. However, at the time the mortgage legal description was prepared, the engineering work had not commenced. It has now been determined after the engineering work has been completed, that the legal description contained on the mortgage should be corrected as it interferes with the most efficient land use as developed by the surveyor.

The legal description on said mortgage contained a provision for 13 lots and a non-exclusive easement for ingress and egress to said lots. I have outlined on one of the plats the location of the land contained in the legal description on CIT's mortgage. The changes that I am proposing are minor but they allow for the most effective platting of land based on existing topography. I wish to have CIT join in the plat and correct the legal description contained on their mortgage instrument.

The current mortgage payment, however, is in arrears. In discussion with Dave Hammond of CIT, he does not appear to have any hesitation in signing the plat providing it meets with your approval. It should be byinus to all parties concerned that it behooves CIT to correct the wortgage and join in the plat. If, in the unexpected event that CIT must foreclose the mortgage, they will have lots that are easier to convey - both in terms of obtaining surveys, legal descriptions, and



Sandy Creek Ranch

The Country Club Community That's Pure Country P.O. Box 1866 County Road 2297 Panama City, Florida 32402 Phone: 904/871-0654 M William E. Bond, Jr. August 10, 1984 Page 2.

title insurance, and in obtaining water and sewer permits. It is our intention to pave the road and install underground utilities similar to those installed on the north side of the airstrip. Additionally, restrictive covenants and association documents will need to be signed by CIT at such time as they are made available to us by our attorney.

My concarn is that due to the fact that the mortgage is currently in arrears, CIT will feel that they have some leverage to require the mortgage to be brought current before signing the plat. It is our intention to proceed with the recording of a plat with or without the joinder of CIT. In the unlikely event that CIT feels compelled not to sign this plat, the plat can be modified to provide for paving and underground utilities to come from the east and terminate at the eastern int of the property encumbered by CIT's mortgage. Should CIT agree to signing the plat, the development will continue from west to east, allowing for paving and utilities to be made available to the land encumbered by CIT's mortgage as shown on the existing proposed plat.

We are making every effort to bring the mortgage current and to continue making the payments on a timely basis as stated on said note and mortgage. It can only be assumed at this point that CIT will bear with us so that we may avoid any additional and unnecessary action.

I am entrusting the original Mylar Plat to you. If CIT fails to sign same, I will be expecting to receive it back from you as soon as possible. Please expedite your review of the enclosed information and forward the original plat for CIT's signature as soon as possible if the information contained herein meets with your approval. We must go before the Board of County Commissioners for permission to record the plat and arrangements must be made in advance.

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If you have any questions or need additional information, please let me know as soon as possible.

Sincerely,

arry E. Myers Larry E. Myers

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Vice President

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Restricted Ong Acre Homesites THE HANCH, INC.

Exclusively At

EQUESTRIAN CENTER Horse Shows, Boarding Riding Trails

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P. O. BOX 1866 • PANAMA CITY, FLORIDA 32401 • TELEPHONE (904) 871-0654

June 24, 1983

Ms. Patti Gainer Freedom Mortgage Company 6916 W. Highwah 98 Panama City Beach, FL 32407

re: VA Case #534730 - Gillis

Dear Patti:

In reference to our phone conversation of today, June 24th, pertaining to sever and water services on the above referenced case, this letter is to confirm the fact that The Ranch, Inc. is the owner of the sewer system and the water system servicing Sandy Creek Ranch. The Ranch, Inc. collects all revenues for said system and is responsible for and does maintain and repair both the water and sewer systems.

The Ranch, Inc. has on staff a duly qualified and licensed water treatment plant operator whose name is Jan Thomas, License #4249. Construction has just been completed on the sewer plant, and we are under contract with Capitol Labs in Tallahassee for licensed sewer plant operation.

Access to the above referenced property is by way of former State Road 167, now known as County Road 2297 which is an asphalt-paved county-maintained road with adjoining drainage area also repaired and maintained by Bay County. The enclosed map and boundry survey indicates the lot in relation to said road and drainage facilities.

I trust this letter with the information contained herein is sufficient to satisfy the Veterans Administration requirements indicated on the C.R.V.

Sincerely,

Larry E. Myers Vice President

LEM/sks

Enclosures

Petersburg ACKNOWLEDGMENT OF RECEIPT OF ENVIRONMENTAL REVIEW EXHIBITS 8-10-83 STONSON & TELETINONS NO. (In lad ----A FILL MUMPLIE The V 904-871-0654 1872 Paidy Creel, Heepark, INC. P.D. Box 1846 Mena Rate 75-427 Bay Con TO THE VA FALL MANDER AUGUE IN ALL CORRESPONDENCE RELANDING THIS SUMMETTAL Danta TEM S CHILE BE AND AND BE UNA AND BE QUINT DIES DALL SUBTISE NAS DE TAKE NON SOUND IN GUI ST. DE LASE DE SUMET SCHLER ET MELETE DE PLAT & Clarify who down Air strip. PALLININANY SUBDICISION PLAN & MASTER PLAN IF THEPE IS ADJACENT LAND UNDER SPONSOR'S (DEVELOPER) CONTROL UNA FORM 20-421, EQUAL OPPORTUNITY CENTIFICATION LANSINONMENTAL IMPA. I STATEMENT IR grind because of the star of the pagesals D atma m 1 Serveda 1 SPONSOR MUST INDICATE BY LETTER: 1. HUD APPROVAL IS DESIRED AT THIS TIME. OR 2. HUD APPROVAL IS NOT DESIRED AT THIS TIME AND HUD FINANCING WILL NOT BE OFFERED IN THE DEVELOPMENT, HOWEVER, HE OR SHE IS AWARE THAT IF HUD PARCIPATION IS DESIRED AT A LATER DATE, AN APPLICATION FOR SUBDIVISION FEASIBILITY ANALYSIS MUST BE SUBMITTED TO HUD WITH ALL OF THE REQUIRED EXHIBITS TO SUPPORT THE PROPOSALS, AND HE OR SHE IS AWARE OF THE POSSIBILITY THAT HUD MAY NOT ACCEPT THE SUBDIVISION. PROPOSED SUBDIVISION COVENANTS AND RESTRICTIONS ÷ ... SGRADING AND DRAINAGE PLAN STATEMENT FROM LOCAL HEALTH AUTHORITY OR OTHER AUTHORITY HAVING JURISDICTION THAT IT IS NOT ECONOMICALLY FEASIBLE TO ESTABLISH PUBLIC OR COMPLNITY WATER AND/OR SEWAGE DISPOSAL FACILITIES, IF APPLICABLE. COMPLETE VA FORM 26-1888 (SUBDIVISION SEVACE DISPOSAL REPORT). LOCAL HEALTH AUTHORITY FORMS MAY BE USED IN LIEU OF VA FORM 26-1888 IF TE INFORMATION REQUIRED IN VA FORM 26-1888 IS INCLUDED IN THE LOCAL HEALTH AUTHORITY FORMS. > charify your Declaration states septic systems - the Rep-1 states wallic nower.

US DEPARTMENT OF HOUSING AND UNBAN DEVELOPMENT/VA - LOAN GUARANTY SERVICE

UM8 NO 2002-0080

APPLICATION FOR ENVIRONMENTAL REVIEW

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