LAW OFFICES

ROSE, SUNDSTROM & BENTLEY, LLP

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ROBERT M. C. ROSE OF COUNSEL

February 16, 2001 VIA HAND DELIVERY

Blanca S. Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399

Re: Parkland Utilities, Inc.; PSC Docket No. 001825-WS Application for Amendment of Certificate <u>Our File No. 21206.07</u>

Dear Ms. Bayo:

Attached is a copy of the letter that I submitted by hand delivery to Patti Daniel on February 9, 2001 in full response to her letter dated February 2, 2001. In doing so, I failed to copy the Division of Records and Reporting.

Should you have any questions regarding the enclosed, please do not hesitate to contact me.

Sincerely,

ROSE_SUNDSTROM & BENTLEY, LLP F. Marshall Deterding

F. Marshall Deterding For The Firm

DOCUMENT NUMBER-DATE

Chris H Bentley, P.A. F. Marshall Deterding Martin S. Friedman, P.A. John R. Jenkins, P.A. Steven T. Mindlin, P.A. Joseph P. Patton Daren L. Shippy, LL.M. Tax William E. Sundstrom, P.A. Diane D. Tremor, P.A. John L. Wharton

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FPSC-RECORDS/REPORTING

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CHRIS H BENTLEY, P.A. F. MARSHALL DETERDING MARTIN S. FRIEDMAN, P.A. JOHN R. JENKINS, P.A. STEVEN T. MINDLIN, P.A. JOSEPH P. PATTON DAREN L. SHIPPY, LL.M. TAX WILLIAM E. SUNDSTROM, P.A. DIANE D. TREMOR, P.A. JOHN L. WHARTON Mailing Address Post Office Box 1567 Tallahassee, Florida 32302-1567

Telecopier (850) 656-4029

ROBERT M C. ROSE OF COUNSEL

February 9, 2001 VIA HAND DELIVERY

Patti Daniel Chief Bureau of Certification Division of Regulatory Oversight Florida Public Service Commission Tallahassee, FL 32399

Re: Parkland Utilities, Inc.; PSC Docket No. 001825-WS Application for Amendment of Certificate <u>Our File No. 21206.07</u>

Dear Patti:

I am writing to respond to your letter of February 2, 2001 and Mr. Walden's letter of January 29, 2001. First, for clarification purposes, as I understand it your letter is somewhat redundant to Mr. Walden's, except that it contains a request for a little more detailed information.

As to the alleged deficiencies, I am providing you with the following information:

- 1. <u>Affidavit of Noticing Customers</u> Since the property owners are the potential customers in the new areas, we believe that our Exhibit "F" fully complies with the noticing requirements. Please note that contained therein is not only a reference to specific enumerated notice recipients, but also reference to the "property owners," a list of which is also attached to the notice affidavit contained as Exhibit "F" to the Application as filed.
- 2. <u>Original Certificates of the Utility</u> I am sending to you the originals of the Utility's Certificates for updating and reissuance.
- 3. <u>Inquiries for Service</u> I am attaching hereto agreements entered into between the Utility and each one of the landowners concerning the provision of service to their properties. In most cases, it is simply an immediate desire to have central potable water as opposed to wells, though one property is planned for some future development.

Ms. Patti Daniel February 9, 2001 Page 2

I believer that the above information complies with all of your requests. While I realize that this was not due until March 26, 2001, we are hopeful that the staff will move quickly to finalize approval of this Certificate Application and, therefore, we are attempting to provide you with answers to all of your questions immediately.

If you need anything further to help expedite the processing and approval of this Application (since no protests have been received by the deadline), please let me know.

Sincerely,

SUNDSTROM & BENTLEY, LLP ROSE F. Marshall Deterding For The Firm

FMD/tmg cc: Mr. Ron Nunes parkland\2001extension\daniel.ltr

Parkland Utilities, Inc. 8001 Parkside Drive, Parkland, FL 33067

February 7, 2001

F. Marshall Deterding Rose, Sundstom & Bentley, LLP 2548 Blairstone Pines Drive Tallahassee, FL 32301

RE: Deficiency letter on Application for Amended Certificate, Docket No. 001825-WS

Dear Marty,

The following addresses staff's inquiry as to the requests for service and future development plans. All the requests were initially verbal and in most cases, we obtained a written agreement.

The first was Prestige Homes. They purchased 25 acres from East Marsh Nursery and plan on building 100 homes. Their request is documented by the Developer's agreement.

The second was Mr. W. S. McJunkin. He is currently using a shallow well for drinking water on his farm. Because of problems with these wells and the cost to repair them, he requested to have us provide him with potable water service. We executed that attached agreement to detail our understandings. There are no plans to sell or develop this property. He clearly wishes to farm this property indefinitely

The next was Jeff Leserra. He has been having problems with his well and treatment system. He executed an agreement modeled after the one we used with Mr. W. S. McJunkin. His has a single family home on one acre and there is no further development possible on this property.

The third was Rudy Ruytenbeek. He is the operations manager for East Marsh Nursery that operates over the land owned by East Marsh, Soowal and J. M. McJunkin. The well that supplies their mist houses is shallow and has been clogging the mist heads. They need clean water to operate the misters and provide drinking water for the workers and a small home on the property. I have included a copy of my cover letter to Rudy and two signed agreements for the properties. Mr. J. M. McJunkin did not sign an agreement, but Rudy assures me that as manager of the properties that he needs the service and McJunkin's signing of this agreement is unnecessary. The nursery operations in that area do not differentiate between the properties. There are no plans to sell or further develop these properties.

The City of Parkland owns the last property. It is a wetlands preserve and will never be developed. A contractor working on installing walkways through the preserve requested a water fountain. That is all that will ever be going on this site.

I believe I have covered all the properties. Please let me know if you need any additional information.

Sincerely,

Ron Nunes

Parkland Utilities 8001 Parkside Drive, Parkland, FL 33067

August 8, 2000

W. S. McJunkin 549 NE 21st Ct. Ft. Lauderdale, FL 33305

Re: Agricultural land north and west of our service territory, Approximately 150 Acres

Dear W. S. McJunkin:

This letter is to confirm our agreement regarding your request to have Parkland Utilities, Inc. service your property. It is our understanding that there are several existing residences on your property and that your existing wells are inadequate for their potable water needs. You have advised us that there is no other Utility in the area that is willing and capable to provide you with potable water service at a reasonable cost.

Parkland Utilities, Inc. will provide you with water service upon the approval of the Florida Public Service Commission (PSC) and the construction of an extension of our service to your property. Each individual residence will be responsible for connecting their homes to the service line. For each residence, a water meter will be installed at the point of connection and a capacity charge of \$250 per ERC will be due in accordance with our tariff approved by the Florida Public Service Commission (PSC). You also agree that you, or your successors or assigns will assist us in any application to the PSC for an extension of our certified territory to include the property. Within 15 days of your acknowledgement of this agreement, you agree to provide us with a legal description of the property.

Should you, or successors or assigns, develop your property or otherwise increase the demand which you place on our system, then you agree to accept service from Parkland Utilities, Inc. or its successor or assign and enter into a formal developer agreement and agree to pay such charges as are then authorized by the PSC to be charged. This obligation will run with the land and you hereby agree to inform any future owners or persons who have interest in the property of their obligations under this agreement.

Witnesse

Date: W.S. McJunkin - Owne Date:

Ronald M Nunes Exec Vice Pres. Parkland Utilities, Inc.

Parkland Utilities. Inc.

8001 Parkside Drive, Parkland, FL 33067 September 18, 2000

Jeffrey & Christine Leserta 7200 Lox Road NW. Parkland, FL 33067

Re: Residence on 1 acre lot, Fla Fruit Lands Co Sub No 2 1-102 PB 35-47-41 Tract 1 S of Canal

Dear Jeff,

This letter is to confirm our agreement regarding your request to have Parkland Utilities, Inc. service your property. It is our understanding that there is an existing residence on your property and that your existing well is inadequate for your potable water needs. You have advised us that there is no other Utility in the area that is willing and capable to provide you with potable water service at a reasonable cost.

Parkland Utilities, Inc. will provide you with water service upon the approval of the Florida Public Service Commission (PSC) and the construction of an extension of our service to your property. Each individual residence will be responsible for connecting their homes to the service line. For each residence, a water meter will be installed at the point of connection and a capacity charge of \$250 per ERC will be due in accordance with our tariff approved by the Florida Public Service Commission (PSC). You also agree that you, or your successors or assigns will assist us in any application to the PSC for an extension of our certified territory to include the property. Within 15 days of your acknowledgement of this agreement, you agree to provide us with a legal description of the property.

Should you, or successors or assigns, develop your property or otherwise increase the demand which you place on our system, then you agree to accept service from Parkland Utilities, Inc. or its successor or assign and enter into a formal developer agreement and agree to pay such charges as are then authorized by the PSC to be charged. This obligation will run with the land and you hereby agree to inform any future owners or persons who have interest in the property of their obligations under this agreement.

Witness

Date: .eserra – Owner Jeffrey I

0/16/200 Date:

Ronald M Nunes Exec Vice Pres. Parkland Utilities, Inc.

Parkland Utilities. 8001 Parkside Drive, Parkland, FL 33067

October 18, 2000

Rudy Ruytenbeek 7100 Hillsboro Canal Road. Pompano Beach, FL 33067

Dear Rudy,

Based on your conversations with us, we have looked into what we could do to provide you with water service. As you know, the properties are not currently in our service area. Our attorney has advised us that to provide you with service we would need to extend our service territory to include your properties before beginning service. Since we are in the process of preparing to file an extension application for the development of the Prestige Homes property to our East, it would be feasible for us to include your property in with that application. Once approved, we can proceed to arrange to provide temporary service to the homes and businesses on your property until the property is fully developed. Pursuant to our approved tariffs, each residence would be responsible for the cost of installation of a meter, installation of the lines connecting to this meter, a \$250 capacity charge and the monthly water charges.

As incentive for us to extend our service area, we are asking that you have executed the attached agreements. It basically outlines our understandings of the reasons for the extension and an agreement that our Utility will service these properties if they are ever developed.

I trust this is the type of arrangement you were looking for. Please contact Mike Bergen or myself if there is any question.

Sincerely,

Ron Nunes Executive Vice President Parkland Utilities, Inc.

Parkland Utilities. Inc. 8001 Parkside Drive, Parkland, FL 33067

October 18, 2000

J. M. McJunkin 3000 State Road 70 W. Lake Placid, FL 33852-5990

Re: Agricultural land north and west of our service territory, Approximately 24 Acres

Dear J. M. McJunkin:

This letter is to confirm our agreement regarding your request to have Parkland Utilities, Inc. service your property. It is our understanding that there is a nursery and another business on your property and that your existing wells are inadequate for their potable water needs. You have advised us that there is no other Utility in the area that is willing and capable to provide you with potable water service at a reasonable cost.

Parkland Utilities, Inc. will provide you with temporary water service upon the approval of the Florida Public Service Commission (PSC) and the construction of an extension of our service to your property. Each individual residence or business will be responsible for connecting to the service line. For each residence, a water meter will be installed at the point of connection and a capacity charge of \$250 per ERC will be due in accordance with our tariff approved by the Florida Public Service Commission (PSC). Business users will be calculated based on their ERC demand. You also agree that you, or your successors or assigns will assist us in any application to the PSC for an extension of our certified territory to include the property. Within 15 days of your acknowledgement of this agreement, you agree to provide us with a legal description of the property.

Should you, or successors or assigns, develop your property or otherwise increase the demand which you place on our system, then you agree to accept service from Parkland Utilities, Inc. or its successor or assign and enter into a formal developer agreement and agree to pay such charges as are then authorized by the PSC to be charged. This obligation will run with the land and you hereby agree to inform any future owners or persons who have interest in the property of their obligations under this agreement.

Witnessed:	Date:
	W.S. McJunkin – Owner
Witnessed:	Date:
	Ronald M Nunes Exec Vice Pres. Parkland Utilities, Inc.

arkland Utilities . 8001 Parkside Drive, Parkland, FL 33067 October 18, 2000

East Marsh Nursery C/O Rudy Ruytenbeek 7100 Hillsboro Canal Road Pompano Beach, FL 33067

Re: Agricultural land north and East of our service territory, Approximately 32 Acres

Dear Rudy:

This letter is to confirm our agreement regarding your request to have Parkland Utilities, Inc. service your property. It is our understanding that there is a nursery and another business on your property and that your existing wells are inadequate for their potable water needs. You have advised us that there is no other Utility in the area that is willing and capable to provide you with potable water service at a reasonable cost.

Parkland Utilities, Inc. will provide you with temporary water service upon the approval of the Florida Public Service Commission (PSC) and the construction of an extension of our service to your property. Each individual residence or business will be responsible for connecting to the service line. For each residence, a water meter will be installed at the point of connection and a capacity charge of \$250 per ERC will be due in accordance with our tariff approved by the Florida Public Service Commission (PSC). Business users will be calculated based on their ERC demand. You also agree that you, or your successors or assigns will assist us in any application to the PSC for an extension of our certified territory to include the property. Within 15 days of your acknowledgement of this agreement, you agree to provide us with a legal description of the property.

Should you, or successors or assigns, develop your property or otherwise increase the demand which you place on our system, then you agree to accept service from Parkland Utilities, Inc. or its successor or assign and enter into a formal developer agreement and agree to pay such charges as are then authorized by the PSC to be charged. This obligation will run with the land and you hereby agree to inform any future owners or persons who have interest in the property of their obligations under this agreement.

Please acknowledge this agreement by signing at the place designated below:

Witnessed:

Witnessed

Date: 11-13-00 President

East Marsh Nurserv

Date:

Ronald M Nunes Exec Vice Pres. Parkland Utilities, Inc.

Parkland Utilities... 8001 Parkside Drive, Parkland, FL 33067

October 18, 2000

Louise E. Soowal 7100 Lox Road Pompano Beach, FL 33067-3901

Re: Agricultural land north and west of our service territory, Approximately 10 Acres

Dear Louise Soowal:

This letter is to confirm our agreement regarding your request to have Parkland Utilities, Inc. service your property. It is our understanding that there is a nursery and another business on your property and that your existing wells are inadequate for their potable water needs. You have advised us that there is no other Utility in the area that is willing and capable to provide you with potable water service at a reasonable cost.

Parkland Utilities, Inc. will provide you with temporary water service upon the approval of the Florida Public Service Commission (PSC) and the construction of an extension of our service to your property. Each individual residence or business will be responsible for connecting to the service line. For each residence, a water meter will be installed at the point of connection and a capacity charge of \$250 per ERC will be due in accordance with our tariff approved by the Florida Public Service Commission (PSC). Business users will be calculated based on their ERC demand. You also agree that you, or your successors or assigns will assist us in any application to the PSC for an extension of our certified territory to include the property. Within 15 days of your acknowledgement of this agreement, you agree to provide us with a legal description of the property.

Should you, or successors or assigns, develop your property or otherwise increase the demand which you place on our system, then you agree to accept service from Parkland Utilities, Inc. or its successor or assign and enter into a formal developer agreement and agree to pay such charges as are then authorized by the PSC to be charged. This obligation will run with the land and you hereby agree to inform any future owners or persons who have interest in the property of their obligations under this agreement.

itnessed:

Witner

Date:

Louise Soowal - Owner

1001 Date:

Ronald M Nunes Exec Vice Pres. Parkland Utilities, Inc.



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

242-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

PARKLAND UTILITIES, INC.

Whose principal address is 3000 NORTHEAST 30th PLACE - SUITE 400

FORT LAUDERDALE, FLORIDA 33306 (BROWARD)

to provide <u>WATER</u> service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER	7092	_DATED_	1-22-76	_ DOCKET
ORDER		_DATED_		DOCKET
ORDER		_DATED_		DOCKET
		DATED		DOCKET

BY ORDER OF THE FLORIDA PUBLIC SERVICE COMMISSION

 \smile .

Chairmar



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

185-S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

PARKLAND UTILITIES, INC.

Whose principal address is

1

3000 NORTHEAST 30TH PLACE - SUITE 400

FORT LAUDERDALE, FLORIDA 33306 (BROWARD)

to provide <u>SEWER</u> service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 7092		DOCKET750641-S
ORDER	DATED	DOCKET
ORDER	_DATED	_DOCKET
ORDER	DATED	DOCKET

BY ORDER OF THE FLORIDA PUBLIC SERVICE COMMISSION

J. Mayo Chairman